

**AMENDED AGENDA
FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE
HELD ON JANUARY 10, 2023, AT 1:00 P.M., CITY HALL, 601 SOUTH
BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF
CITY HALL, AMARILLO, TEXAS.**

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

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

INVOCATION: Margie Gonzales, VIDA Church

PUBLIC ADDRESS:

(For items on the agenda for City Council consideration)

The public will be permitted to offer public comment on agenda items. Public Address
signup times are available from Sunday at 8:00 a.m. until Tuesday at 12:45 p.m. at
[https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-
registration-form](https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-registration-form) or by calling the City Secretary's office at (806) 378-3014.

AGENDA

**1. City Council will discuss or receive reports on the following current matters or
projects:**

- A. Review agenda items for regular meeting and attachments;
- B. Discuss Solid Waste update;
- C. Request future agenda items and reports from City Manager.

2. CONSENT ITEMS:

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

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

A. CONSIDER APPROVAL – MINUTES:

(Contact: Stephanie Coggins, City Secretary)

This item considers approval of the City Council minutes for the regular meeting
held on December 13, 2022.

B. CONSIDERATION OF ORDINANCE NO. 8034:

(Contact: Anthony Spanel, Environmental Health Director)

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

C. CONSIDERATION OF ORDINANCE NO. 8035:

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

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

D. CONSIDERATION OF ORDINANCE NO. 8036:

(Contact: Brady Kendrick, Planner II)

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

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

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

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

F. CONSIDERATION OF RESOLUTION NO. 01-10-23-1:

(Contact: Donny Hooper, Public Works Director)

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

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

(Contact: Jason Riddlespurger, Director)

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

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

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

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

Award to: Bug Tech - \$100,000.00

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

I. CONSIDER AWARD – WATERWORKS SUPPLY AGREEMENT:

(Contact: Trae Kepley, Director of Purchasing)

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

Total award: \$110,037.00

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

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

(Contact: Trae Kepley, Director of Purchasing)

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

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

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

(Contact: Missy Tucker, Information Technology Director)

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

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

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

(Contact: Missy Tucker, Information Technology Director)

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

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

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

(Contact: Jerry Danforth, Facilities Director)

Award to: Ingrams Flooring - \$75,672.00

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

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

(Contact: Trae Kepley, Director of Purchasing)

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

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

3. **NON-CONSENT ITEMS:**

A. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8037:**

(Contact: Brady Kendrick, Planner II)

This item is a public hearing and second and final reading to consider an ordinance appealing the decision by the Amarillo Planning and Zoning Commission to deny the request for the vacation of a 0.10 acre public Right-of-way (alley), located between Lot 3-A and Lot 3-B, Block 72, Replat of Lot 3, Block 72 Ridgecrest Unit No. 14, an addition to the City of Amarillo, in Section

7, Block 9, B.S.&F. Survey, Randall County, Texas. (VICINITY: SW 45th Ave. and Teckla Blvd.; APPLICANT/S: Che Shadle for Opportunity Sky Capital, LLC.)

B. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8038:
(Contact: Brady Kendrick, Planner II)

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

C. CONSIDERATION OF ORDINANCE NO. 8039:
(Contact: Laura Storrs, Assistant City Manager)

This item is the discussion and consideration of all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Drainage Utility System Revenue Bonds, Series 2023", including the adoption of an ordinance authorizing the issuance of such bonds.

D. CONSIDERATION OF ORDINANCE NO. 8040:
(Contact: Laura Storrs, Assistant City Manager)

This item is the discussion and consideration of all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, New Series 2023", including the adoption of an ordinance authorizing the issuance of such bonds.

E. CONSIDERATION OF ORDINANCE NO. 8041:
(Contact: Laura Storrs, Assistant City Manager)

This item is the discussion and consideration of all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023", including the adoption of an ordinance authorizing the issuance of such certificates of obligation.

F. CONSIDERATION OF RESOLUTION NO. 01-10-23-2:
(Contact: Cody Balzen, Economic Development Specialist)

This item considers a resolution designating certain areas as Neighborhood Empowerment Zones and adopting guidelines and criteria within Neighborhood Empowerment Zones, pursuant to Texas Tax Code, Chapter 312, establishing the boundaries thereof and other matters relating thereto; providing a savings clause; providing a severance clause and an effective date.

G. CONSIDERATION OF RESOLUTION NO. 01-10-23-3:
(Contact: Howard Smith, Councilmember Place 4)

This item considers a resolution authorizing the display of artifacts and national symbols of Ukraine at City facilities.

H. CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR THE DEVELOPMENT OF CONSTRUCTION DOCUMENTS FOR 9TH STREET TRAIL PARKING LOT PROJECT:

(Contact: Michael Kashuba, Director of Parks and Recreation)
Award to: Geospatial Data, Inc. - \$56,600.00

This item considers the award of a professional services agreement for the development of construction documents for the 9th Street Trails Parking Lot

project. This item will be funded with grant funding received from the Texas Parks and Wildlife Department

I. **CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR ADDITIONAL ENGINEERING SERVICES AND CONSTRUCTION SERVICES FOR REPLACEMENT OF COLLAPSING STORM SEWER IN TERRACE DRIVE AND RECONSTRUCTION OF WESTERN STREET, WALLACE BLVD, HAGY BLVD, AND PORT LANE:**

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

Award to: Kimley-Horn and Associates, Inc. - \$604,900.00

This item considers approval of professional engineering services agreement for the added design and construction phase services for the replacement of the collapsing storm sewer in Terrace Drive and additional construction phase services for the reconstruction of the Western and Wallace/Hagy/Port corridors in Amarillo. This item will be funded with a combination of Proposition 1 voter approved bond proceeds and drainage utility revenues.

J. **CONSIDER APPROVAL – CHANGE ORDER NO. 2 FOR REPLACEMENT OF COLLAPSING STORM SEWER IN TERRACE DRIVE, FROM COUGAR DRIVE TO MAYS AVENUE, AND RECONSTRUCTION OF WESTERN STREET, WALLACE BLVD, HAGY BLVD, AND PORT LANE:**

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

Award to: J. Lee Milligan - Original Award:	\$10,417,305.95
Previous Change Order:	(\$ 1,001.25)
Change Order No. 2:	<u>\$ 2,094,161.21</u>
Total Award:	\$12,510,465.91

This item considers the approval of a second change order to the construction contract for the Reconstruction of Western Street, Wallace Blvd, Hagy Blvd, and Port Lane project; to address additional construction items on Western Street, Wallace Blvd, Hagy Blvd, and Port Ln; and to construct storm sewer repairs in Terrace Drive, from Cougar Drive to Mays Avenue. Utilizing the contractor already on-site will allow for the coordination of work and minimize impacts to traffic. This item will be funded with a combination of Proposition 1 voter approved bond proceeds and drainage utility revenues.

4. EXECUTIVE SESSION:

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

- A. Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position:
- Property located in the Northeast Quadrant of Amarillo
 - Property located in the Southeast Quadrant of Amarillo
 - Property located in the Southwest Quadrant of Amarillo

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 S. Buchanan Street) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations, or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

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

I certify that the above notice of meeting was posted on the electronic bulletin board in City Hall, 601 S. Buchanan, Amarillo, Texas, and the City website (www.amarillo.gov) on or before the 6th day of January 2023, at 5:00 p.m. in accordance with the Open Meetings Laws of the State of Texas, Chapter 551, Texas Government Code.

/s/ Stephanie Coggins
Stephanie Coggins, City Secretary

Amended Agenda posted this 8th day of January 2023.

Amendment(s) made to the agenda originally posted January 6, 2023:

Non-consent Item No. 3G:

Originally posted

"This item considers a resolution authorizing the display of the flag of the sovereign nation of Ukraine at City facilities."

Amended

"This item considers a resolution authorizing the display of artifacts and national symbols of Ukraine at City facilities."

Reason for amendment

To match language on the agenda proper to draft Resolution 01-10-23-3 as included in the agenda packet posted January 6, 2023.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 13th of December 2022 the Amarillo City Council met at 1:00 p.m. for a regular meeting held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON	MAYOR
FREDA POWELL	MAYOR PRO TEM/COUNCILMEMBER NO.2
COLE STANLEY	COUNCILMEMBER NO. 1
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

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

JARED MILLER	CITY MANAGER
ANDREW FREEMAN	ASSISTANT CITY MANAGER
RICH GAGNON	ASSISTANT CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
LESLIE SCHMIDT	ASSISTANT CITY ATTORNEY
STEPHANIE COGGINS	CITY SECRETARY

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

The invocation was given by Davlyn Duesterhaus, BSA Health System Chaplain. Mayor Nelson led the Pledge of Allegiance.

A proclamation for "Northside Toy Drive Day" was read by Mayor Pro Tem Powell and presented to Allison Robertson.

PUBLIC ADDRESS

James Schenck, of Amarillo, spoke on Public Address and Agenda Items No. 2B and 2C. There were no further speakers.

ITEM 1 – CITY COUNCIL WILL DISCUSS OR RECEIVE REPORTS ON THE FOLLOWING CURRENT MATTERS OR PROJECTS:

- A. Review agenda items for regular meeting and attachments;
- B. Discuss Transformation Park;
- C. Discuss Solid Waste update;
- D. Discuss Athletic Field Lighting Project;
- E. Discuss Facilities update;
- F. Updates from Councilmembers serving on outside boards and commissions
 - i. Parks Advisory Board
 - ii. Beautification and Public Arts Advisory Board; and
- G. Discuss Solid Waste update;
- H. Request future agenda items and reports from City Manager.

ITEM 2 – CONSENT ACTION ITEMS:

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

A. **CONSIDER APPROVAL – MINUTES:**

(Contact: Stephanie Coggins, City Secretary)

This item considers approval of the City Council minutes for the regular meeting held on November 8, 2022.

B. **CONSIDERATION OF ORDINANCE NO. 8032:**

(Contact: Andrew Freeman, Assistant City Manager)

This item is a second and final reading to consider an ordinance on the 20-year extension of Tax Increment Reinvestment Zone Number One, City of Amarillo, Texas for tax increment financing purposes pursuant to Chapter 311 of the Texas Tax Code which was originally created in 2006 for a 30-year term.

C. **CONSIDERATION OF ORDINANCE NO. 8033:** (Contact: Andrew Freeman, Assistant City Manager)

This item is a second and final reading to consider an ordinance on the creation of South Gateway Tax Increment Reinvestment Zone Number Three, City of Amarillo, Texas for tax increment financing purposes pursuant to Chapter 311 of the Texas Tax Code and its benefits to the City and the properties to be included in the Zone. The 1,046-acre Zone would be located in the area of Interstate Highway 27 and Loop 335

D. **CONSIDER APPROVAL – APPOINTMENT OF MEMBERS TO PINNACLE PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD:**

(Contact: Justin Oppel, Development Customer Service Coordinator)

This item considers the reappointment of Wendell Davies, Marc. Franklin, and Cleve Turner to continue serving on the Heritage Hills Public Improvement District Advisory Board for an additional one-year term beginning January 1, 2023.

E. **CONSIDER APPROVAL – FISCAL AGENT AGREEMENT:**

(Contact: Laura Storrs, Assistant City Manager)

Award to: Transformation Park

This item considers the approval of an agreement for fiscal agent services for Transformation Park.

F. **CONSIDER APPROVAL – CHANGE ORDER NO. 1 FOR CONSTRUCTION OF ARDEN ROAD 1**

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

Award to: Williams Ditching, LLC

Original Contract Amount: \$5,085,174.39

Current Change Order No. 1: \$ 90,992.53

Revised Contract Amount: \$5,176,166.92

This item considers a change order to the construction contract for the Construction of Arden Road project to include completion of a median at the intersection of Soncy Road and Perry Avenue to accommodate the traffic signal addition at that intersection and includes revisions to match construction done by the Texas Department of Transportation at the end of the project. This item will be funded with voter approved Proposition 1 bond proceeds.

G. **CONSIDER AWARD – PBX PHONE SYSTEM ANNUAL SUPPORT AND MAINTENANCE CONTRACT:**

(Contact: Missy Tucker, Director of Information Technology)

Award to: ConvergeOne - \$94,666.56 (DIR Contract DIR-TSO-4308)

This item considers the renewal of support and maintenance for the Avaya PBX (phone) system for a one-year term. The purchase of support and maintenance provides continued functionality of the City's phone system, as well as the provision of rapid-response technical support in the event of any issues.

I. **CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND CONSTRUCTION PHASE SERVICES OF SE 10TH AVENUE STREETScape FROM ARTHUR STREET TO ROSS STREET:**

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

Award to: Kimley-Horn and Associates, Inc. – Not to exceed \$694,100.00

This item considers the award of a professional engineering services agreement for the design and construction phase of roadway and streetscape improvements along Southeast 10th Avenue, from Arthur Street to Ross Street.

J. **CONSIDER AWARD – CONTRACT FOR CONSTRUCTION AND INSTALLATION OF FRAMES, DOORS, AND HARDWARE IN THE AMARILLO POLICE DEPARTMENT:**

(Contact: Jerry Danforth, Facilities Director)

Award to: Tri-State General Contracting Group, Inc. - \$55,102.97 (Sourcewell Contract TX-PH-GC-101619-JRT)

This item considers the award of a construction contract for the construction and installation of frames, doors, and hardware in the Amarillo Police Department located at 200 Southeast 3rd Avenue in Amarillo, TX 79105.

K. **CONSIDER AWARD – ANNUAL SUPPLY AGREEMENT FOR ANTI-ICING AND DEICING CHEMICALS:**

(Contact: Michael Conner, Director of Aviation)

Award to: Cryotech De-icing Technology – Not to exceed \$125,000.00

This item considers the award of an annual supply agreement for the purchase of Federal Aviation Administration approved anti-icing and deicing chemicals for airside winter operations at the Rick Husband International Airport.

L. **CONSIDER APPROVAL – ANNUAL CONTRACT FOR TREE MANAGEMENT & MAINTENANCE SERVICES:**

(Contact: Michael Kashuba, Parks and Recreation Director)

Award to: Reeder Landscape – Not to exceed \$450,000.00

This annual contract will improve community appearance by providing Tree Management & Maintenance Services for park and public building sites. Services include trimming/pruning, removal, grinding, planting, plant protectant applications, and storm cleanup assistance when applicable.

M. **CONSIDER PURCHASE – HEAVY EQUIPMENT: TRACKED SKID LOADER:**

(Contact: Donny Hooper, Public Works Director)

Award to: Western Equipment LLC - \$106,290.60

This item considers the re-award of Line 1 on bid 7324 to the next evaluated bidder to purchase a tracked skid loader. The vendor originally awarded Line 1 has withdrawn due to their inability to provide the equipment.

N. **CONSIDER PURCHASE – HEAVY EQUIPMENT: STREET SWEEPER:**

(Contact: Donny Hooper, Public Works Director)

Award to: Heil of Texas - \$326,135.00 (HGAC Contract SW04-20)

This item considers the purchase of a Street Sweeper to be used by the Street Division for daily operational requirements. This item will replace fleet Unit 8490 which has reached the end of its useful life.

O. **CONSIDER PURCHASE – HEAVY EQUIPMENT: TWO CABOVER FRONTLOAD REFUSE TRUCKS:**

(Contact: Donny Hooper, Director Public Works)

Award to: Bruckner Truck Sales - \$788,520.00 (HGAC Contract HT06-20)

This item considers the purchase of two cabover frontload refuse trucks to be used by Solid Waste for daily commercial operational requirements. These vehicles will replace fleet Units 7825 and 7826, which have both exceeded their life cycle.

P. **CONSIDER AWARD – GREENWAYS PUBLIC IMPROVEMENT DISTRICT LANDSCAPE MAINTENANCE CONTRACT:**

(Contact: Justin Oppel, Development Customer Service Coordinator)

Award to: Ramirez Lawn & Sprinkler – Not to exceed \$200,000.00

This item considers award of a one-year renewal of the Greenways Public Improvement District (PID) Landscape Maintenance Contract. This item is funded by special assessments collected from property owners in the Greenways PID..

Q. **CONSIDER PURCHASE – INDUCTIVELY COUPLED PLASMA - OPTICAL EMISSIONS SPECTROMETRY INSTRUMENT:**

(Contact: John Collins, Director of Utilities)

Award to: Award to: Agilent Technologies, Inc - \$59,341.46

This item considers the purchase of a new inductively coupled plasma – optical emissions spectrometry (ICP-OES) to replace obsolete laboratory equipment essential used to analyze metals in the wastewater and stormwater streams to meet City of Amarillo permit requirements.

R. **CONSIDER AWARD – DATA INTEGRATION CONTRACT FOR AMARILLO REGIONAL CRIME CENTER (ARCC):**

(Contact: Shane Chadwick, Police Lieutenant)

Award to: Carahsoft Technology Corp - \$750,000.00

This item considers the award of a five-year contract to provide data integration of systems used by the Amarillo Police Department to allow Patrol/Investigators real-time intelligence in furtherance of the buildout of the ARCC.

S. **CONSIDER AWARD – POLICE VEHICLE EQUIPMENT AND UPFITTING SERVICES:**

(Contact: Martin Birkenfeld, Police Chief)

Award to: Defender Supply - \$414,987.44

This item considers the award of an agreement to provide police vehicle equipment and upfitting services for 29 new Ford Police Interceptor Utility vehicles that have been purchased to replace existing fleet vehicles.

T. **CONSIDER PURCHASE – FIREFIGHTING GARMENTS:**

(Contact: Brandon Mason, Deputy Fire Chief)

Award to DACO Fire Equipment - \$443,954.00

This item considers the purchase of firefighting garments, including firefighting coats, pants, and helmets (aka Personal Protective Equipment - PPE). The purchase will include 105 sets of fire coats/pants, with a seven-year warranty, and seven helmets. This item will primarily be funded with funds received through the American Rescue Plan Act (ARPA).

U. **CONSIDER APPROVAL – RENEWAL OF ANNUAL CONTRACT FOR WATER AND SEWER TAPS:**

(Contact: John Collins, Director of Utilities)

Award to - Amarillo Utility Contractors – Not to exceed \$200,000.00

This item considers approving the first of two available one-year renewals to the annual contract for water and sewer taps.

V. **CONSIDER PURCHASE – LOCAL GOVERNMENT CUSTOMER-FACING ONLINE PAYMENT PORTAL:**

(Contact: Matthew Poston, Director of Finance)

Award to: Paymentus Corporation

This item is the purchase of a customer-facing online payment portal that will provide a single portal for citizens and customers to pay their bills to the City online. This solution will provide a more modern and user-friendly portal than the current solutions used by various departments.

W. **CONSIDER AWARD – PERSONAL PROTECTIVE EQUIPMENT CLEANING AND REPAIR ANNUAL CONTRACT:**

(Contact: Brandon Mason, Deputy Fire Chief)

Award to: DACO Fire Equipment –Not to Exceed \$80,000.00 (Buyboard Contract 603-20)

This is an annual contract to provide Annual Advanced Inspections, Advanced Cleaning, and Advanced Repair for Structural Firefighting PPE.

X. **CONSIDER AWARD – SUPPLEMENTARY FILTER RENTAL AGREEMENT FOR HOLLYWOOD ROAD WATER RECLAMATION FACILITY:**

(Contact: John Collins, Director of Utilities)

Award to: Rain for Rent - \$82,727.10

This item considers the award of an agreement for rental of supplementary filters for emergency operations at Hollywood Road Water Reclamation Facility.

Y. **CONSIDER APPROVAL – ANIMAL FOOD/FEED ANNUAL SUPPLY AGREEMENT:**

(Contact: Trae Kepley, Purchasing Agent)

Award to: Legend + White Corp – Not to exceed \$76,950.00

This item considers approval of an annual supply agreement to provide food/feed to the Amarillo Animal Management and Welfare Shelter.

Z. **CONSIDER APPROVAL – NEW FIXED BASE OPERATOR (FBO) OPERATING LEASE AGREEMENT BETWEEN THE CITY OF AMARILLO AND MARCEE PROPERTIES, LLC.:**

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

This item considers approval of an operating lease agreement between the City of Amarillo (Lessor) and Marcee Properties, LLC. (Lessee), for establishment of a second fixed base operator (FBO) at the Rick Husband Amarillo International Airport. The lease is a 40-year lease beginning on January 1, 2023, for approximately 5.6 acres of airport land. Lessee will construct and operate an FBO hangar/office building, parking lot, and an aviation fuel farm. Rent shall be abated during the construction period until December 31, 2024. Afterwards, rent shall be according to a multi-period escalating schedule, which is based on the appraised land annual lease value of 25 cents per square foot.

AA. **CONSIDER APPROVAL – REQUEST FOR FEDERAL AVIATION ADMINISTRATION TO MODIFY THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT'S PASSENGER FACILITY CHARGE (08-01-C-00-AMA):**

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

This item considers approval to request an updated passenger facility charge application to provide additional Federal Aviation Administration (FAA) authorization to collect and use passenger facility charges to pay the remaining debt service on the terminal reconstruction project in the amount of \$1,402,800.00 and to increase the amount of time allowable to collect those passenger facility charge funds to approximately March 1, 2024.

BB. CONSIDER AWARD – STREET AND ALLEY PAVEMENT ASSESSMENT:

(Contact: Donny Hooper, Director of Public Works)

Award to: Roadway Asset Services, LLC - \$634,415.00

This item is to consider award of a professional services agreement for a street and alley pavement assessment.

CC. CONSIDER APPROVAL – PURCHASE OF SMALL ASPHALT PAVING MACHINE (USED):

(Contact: Donny Hooper, Director of Public Works)

Award to: Kirby-Smith Machinery, Inc. - \$97,465.00 (Buyboard Contract 597-19)

This item considers the purchase of a used small asphalt paving machine to assist the Street Division in repairing minor asphalt failures in paved streets and alleys.

DD. CONSIDER AWARD – CONTRACT FOR EMERGENCY BIOSOLID HAULING AND DISPOSAL:

(Contact: John Collins, Director of Utilities)

Award to: Republic Services – Not to exceed \$200,000.00

This item considers the award of a contract with Republic Services for emergency Biosolid hauling and disposal from the Hollywood Wastewater Treatment plant to become compliant with TCEQ guidelines, not to exceed \$200,000 annually.

EE. CONSIDER AWARD – CONTRACT TO REMOVE EXCESS SLUDGE FROM HOLLYWOOD ROAD WASTEWATER TREATMENT FACILITY:

(Contact: John Collins, Director of Utilities)

Award to: Allen's Tri-State Mechanical, Inc. - \$66,990.00

This item considers the award of a contract to remove excess sludge from the Hollywood Road Wastewater Treatment Facility to the River Road plant drying bed. This will allow disposal of excess sludge and allow Hollywood to regain compliance with TCEQ.

FF. CONSIDER APPROVAL – PERMANENT EASEMENT AND SURFACE DAMAGE AND RESTORATION AGREEMENT BY AND BETWEEN JOHN NEUSCH ET AL AND THE CITY OF AMARILLO:

(Contact: Chris Ray, Resource Administrator)

This item considers the approval of a Permanent Easement and Surface Damage and Restoration Agreement by and between John Neusch et al and the City of Amarillo for \$211,400.00 to facilitate the construction of a wastewater pipeline associated with the Northeast Interceptor project.

GG. CONSIDER APPROVAL – PERMANENT EASEMENT SURFACE DAMAGE AND RESTORATION AGREEMENT BY AND BETWEEN KEVIN & GAYLE NEUSCH AND THE CITY OF AMARILLO:

(Contact: Chris Ray, Resource Administrator)

This item considers the approval of a Permanent Easement Surface Damage and Restoration Agreement by and between Kevin & Gayle Neusch and the

City of Amarillo for \$200,000.00 to facilitate the construction of a wastewater pipeline associated with the Northeast Interceptor project.

- HH. **CONSIDER APPROVAL – PERMANENT EASEMENT AND SURFACE DAMAGE AND RESTORATION AGREEMENT BY AND BETWEEN DOUGLAS KALKA AND JEFF KALKA AND THE CITY OF AMARILLO:**
(Contact: Chris Ray, Resource Administrator)

This item considers the approval of a Permanent Easement and Surface Damage and Restoration Agreement by and between Douglas Kalka and Jeff Kalka and the City of Amarillo for \$230,000.00 to facilitate the construction of a wastewater pipeline associated with the Northeast Interceptor project.

- II. **CONSIDER APPROVAL – CENTER CITY TAX INCREMENT REINVESTMENT ZONE #1 DEVELOPER AGREEMENT WITH FRIENDS OF AJ SWOPE:**
(Contact: Cody Balzen, Economic Development Specialist)

This item considers approval of a Tax Increment Reinvestment Zone (TIRZ) #1 Developer Agreement for the Friends of AJ Swope Texas Panhandle First Responders Memorial project to be located at 1018 South Polk Street. The agreement is for a \$120,000.00 grant to help with costs associated with streetscape improvements. The payment of the grant is contingent upon project completion and acceptance or periodic draws/progress payments at the developer's request.

- JJ. **CONSIDERATION OF RESOLUTION NO. 12-13-22-1:**
(Contact: Christopher Quigley, Transit Director)

This item considers a resolution adopting the Amarillo City Transit (ACT) Public Transportation Agency Safety Plan (PTASP).

- KK. **CONSIDERATION OF RESOLUTION NO. 12-13-22-2:**
(Contact: Christopher Quigley, Transit Director)

This item considers a resolution adopting an updated Title VI Compliance Program for the City of Amarillo, Texas.

- LL. **CONSIDER APPROVAL – COOPERATION AGREEMENT BETWEEN THE CITY OF AMARILLO AND VILLAGE COMMUNITIES DEVELOPMENT CORPORATION:**
(Contact: Andrew Freeman, Assistant City Manager)

This item considers approval of a cooperation agreement that would allow the opportunity for developers of the North Grand Villas rehabilitation project to partner with a non-profit public facility corporation in order to move forward with completing the project.

- MM. **CONSIDER AWARD – ANNUAL CONTRACT FOR 3-YARD DUMPSTER LIDS & DUMPSTER BOTTOMS:**
(Contact: Donny Hooper, Director of Public Works)
Award to: Impact Plastics - \$200,500.00 (Line 1- 1,000 Dumpster Bottoms)
Technology Plastics - \$21,250.00 (Line 2- 1,000 Dumpster Lids)

This item considers award of a contract for the purchase of 1,000 3-yard lids and 1,000 dumpster bottom inserts to maintain necessary upkeep on dumpsters.

- NN. **CONSIDER APPROVAL – STOP LOSS INSURANCE:**
(Contact: Mitchell Normand, Director of Human Resources)
Award to: Stealth Partner Group - \$466,480.00

This item considers approval of an agreement for the City's Major Medical (Medical/Rx) Stop Loss Insurance for calendar year 2023.

OO. CONSIDER PURCHASE – FEDERAL OUTDOOR WARNING SIRENS FOR POTTER AND RANDALL COUNTIES:

(Contact: Max Dunlap, Acting Director of Emergency Management)
Award to: Federal Signal - \$188,100.13 (TIPS Contract 220105)

This item considers the purchase of seven outdoor warning sirens with poles for Potter and Randall Counties to be integrated into the Amarillo Area Office of Emergency Management (AAOEM) system.

PP. PERMANENT EASEMENT AND SURFACE DAMAGE AND RESTORATION AGREEMENT BY AND BETWEEN DUANE ZORTMAN AND THE CITY OF AMARILLO:

(Contact: Chris Ray, Resource Administrator)

This item considers the approval of a Permanent Easement and Surface Damage and Restoration Agreement by and between Duane Zortman and the City of Amarillo for \$100,000.00 to facilitate the construction of a wastewater pipeline associated with the Northeast Interceptor project.

QQ. CONSIDER AWARD – SECURITY CAMERA PACKAGE FOR THE NEW TRANSIT MULTIMODAL TERMINAL LOCATED AT 6TH AVENUE & BOWIE ST IN AMARILLO, TEXAS:

(Contact: Jerry Danforth, Facilities Director)
Award to: Graybar -- \$63,319.45

This item considers the award of a contract to purchase a new security camera package for the Transit Multimodal Terminal that will be located at 6th Avenue & Bowie St in Amarillo Texas.

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

ITEM 2H: Mayor Nelson introduced an item to consider the award of a construction contract for a 12" water main replacement, along SE 5th Ave, Arthur St., SE 9th Ave., Grant St. and across Burlington Northern Santa Fe right-of-way, and railroad removal. Kyle Schniederjan, Capital Projects Development & Engineering Director, presented the item. A motion was made to approve the item as presented by Mayor Pro Tem Powell, seconded by Councilmember Smith.

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

Mayor Nelson recessed the meeting at 3:02 p.m. Mayor Nelson resumed the meeting at 3:17 p.m.

ITEM 3 – NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson introduced an item to consider the approval of a Location Incentive Agreement (LIA) between Amarillo Economic Development Corporation (AEDC) and Jax Transport, LLC (JAX). A motion was made to approve a Location Incentive Agreement (LIA) between Amarillo Economic Development Corporation (AEDC) and Jax Transport, LLC (JAX) under which AEDC will provide Jax \$3,000,000.00, paid out over 5 years and based on a 10-year performance term, for the creation of up to 200 jobs, and AEDC will reimburse Jax for \$300,000.00 toward the cost of the new facility as the funds are expended by Mayor Pro Tem Powell, seconded by Councilmember Sauer.

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

ITEM 3B: Mayor Nelson introduced a resolution establishing a sister-city relationship with the city of Dnipro, Ukraine. Carter Estes, Assistant to the City Manager, presented the item. A motion was made to adopt the below captioned resolution by Mayor Pro Tem Powell, seconded by Councilmember Smith.

RESOLUTION NO. 12-13-22-3
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AMARILLO, TEXAS, ESTABLISHING A SISTER-CITY
RELATIONSHIP WITH THE CITY OF DNIPRO, UKRAINE.

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

ITEM 3C: Mayor Nelson introduced an ordinance amending the Amarillo Municipal Code, Chapter 8-5, Article IV, Section 8-5-27, to revise which existing covered facilities must design, install, operate, and maintain a grease trap or grease interceptor. Anthony Spanel, Environmental Health Director, presented the item. A motion was made to adopt the below captioned ordinance by Mayor Pro Tem Powell, seconded by Councilmember Stanley.

ORDINANCE NO. 8034
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AMARILLO, TEXAS: AMENDING THE AMARILLO
MUNICIPAL CODE, CHAPTER 8-5, ARTICLE IV, SECTION
8-5-27, TO REVISE WHICH EXISTING COVERED
FACILITIES MUST DESIGN, INSTALL, OPERATE, AND
MAINTAIN A GREASE TRAP OR GREASE INTERCEPTOR;
PROVIDING FOR SEVERABILITY, REPEALER,
CONTINUATION OF PRIOR LAW, PENALTY,
PUBLICATION, AND EFFECTIVE DATE.

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

ITEM 3D: Mayor Nelson introduced an ordinance amending the Amarillo Municipal Code, Chapter 12-1, Article I, Section 12-4-1(c) to create a room rental fee for the Gaming Center at Warford Activity Center. Kristen Wolbach, Assistant Parks Director, presented the item. A motion was made to adopt the below captioned ordinance by Mayor Pro Tem Powell, seconded by Councilmember Sauer.

ORDINANCE NO. 8035
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AMARILLO, TEXAS: AMENDING THE AMARILLO
MUNICIPAL CODE, CHAPTER 12-1, ARTICLE I, SECTION
12-4-1(c) TO CREATE A ROOM RENTAL FEE FOR THE
GAMING CENTER; PROVIDING FOR: SEVERABILITY,
REPEALER, CONTINUATION OF PRIOR LAW, AND
EFFECTIVE DATE.

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

ITEM 3E: Mayor Nelson introduced a public hearing and consideration of an ordinance rezoning the west 125 feet of the east half of Block 267, Holland's Addition, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas,

plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 to Planned Development District 403 for a new or used auto sales outdoor lot in the vicinity of Wichita Ave. and Mirror St. Brady Kendrick, Planner II, presented the item. Mayor Nelson opened a public hearing. Speaking for the item were none; speaking on the item was Noah Dawson; and speaking against the item were none. Mayor Nelson closed the public hearing. A motion was made to adopt the below captioned ordinance by Mayor Pro Tem Powell, seconded by Councilmember Smith.

ORDINANCE NO. 8036

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 WICHITA AVENUE AND MIRROR STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3F: Mayor Nelson introduced a public hearing and consideration of an ordinance appealing the decision by the Amarillo Planning and Zoning Commission to deny the request for the vacation of a 0.10 acre public Right-of-way (alley), located between Lot 3-A and Lot 3-B, Block 72, Replat of Lot 3, Block 72 Ridgcrest Unit No. 14, an addition to the City of Amarillo, in Section 7, Block 9, B.S.&F. Survey, Randall County, Texas in the vicinity of SW 45th Ave. and Teckla Blvd. Mr. Kendrick, presented the item. Mayor Nelson opened a public hearing. Speaking for the item were For - Brad Worthington, David Terry, and John Marmaduke; speaking on the item were none; and speaking against the item were Dean Boyd, Barbara Burnette, Barry Wilson, Tom Persechino, Kerry McLain, and Garland D. Sell. Mayor Nelson closed the public hearing. A motion was made to adopt the below captioned ordinance by Mayor Pro Tem Powell contingent upon a site plan that meets minimum requirements, seconded by Councilmember Sauer.

ORDINANCE NO. 8037

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR PUBLIC RIGHT-OF-WAY (ALLEY) IN THE VICINITY OF SOUTHWEST FORTY-FIFTH AVENUE AND CHEROKEE TRAIL, RANDALL COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED RIGHTS-OF-WAY, SAVE AND EXCEPT A PUBLIC UTILITY EASEMENT; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO ABUTTING LANDOWNERS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.

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

ITEM 3G: Mayor Nelson introduced an item to consider the dedication of a 3,399 square foot tract of land for Public right-of-way purposes (alley) being a portion of Lot 3D, Block 72, Replat of Lot 3, Block 72, Ridgcrest Unit No. 14, an addition to the City of Amarillo, in Section 7, Block 9, B.S.&F. Survey, Randall County, Texas in the vicinity of SW 45th Ave. and Teckla. Mr. Kendrick presented the item. A motion was made to Approve the dedication of a 3,399 square foot tract of land for Public right-of-way purposes (alley) being a portion of Lot 3D, Block 72, Replat of Lot 3, Block 72, Ridgcrest Unit No. 14, an addition to the City of Amarillo, in Section 7, Block 9, B.S.&F. Survey, Randall County,

Texas in the vicinity of SW 45th Ave. and Teckla Blvd and authorize the City Manager to execute the necessary documents pending approval of the second reading of Ordinance No. 8036 by Mayor Pro Tem Powell, seconded by Councilmember Sauer.

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

ITEM 3H: Mayor Nelson introduced an item to consider approval to award American Rescue Plan Act funding to recipients of requests submitted through a Request for Applications for Nonprofit Services for Amarillo area senior citizens based on recommendations from the Parks Advisory Board. Ms. Storrs presented the item. A motion was made to award American Rescue Plan Act funding to recipients of requests submitted through a Request for Applications for Nonprofit Services for Amarillo area senior citizens as follows: \$175,000 to Catholic Charities; \$100,000 to Family Care Foundation; \$143,600 to United Way Canyon/Amarillo; and \$181,400 to Wesley Community Center by Mayor Pro Tem Powell, seconded by Councilmember Smith.

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

ITEM 4 – EXECUTIVE SESSION:

Ms. Schmidt advised at 6:05 p.m. that the City Council would convene in Executive Session per Texas Government Code: A) Section 551.071 – Consult with Attorney about pending or contemplated litigation or settlement of same or on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter: i) Purchase of real property located in the Central Business District; and B) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: i) Purchase of real property located in the Central Business District.

Ms. Schmidt announced that Executive Session was adjourned at 6:20 p.m. and recessed the Regular Meeting.

ATTEST:

Stephanie Coggins, City Secretary

Ginger Nelson, Mayor

Amarillo City Council Agenda Transmittal Memo



ITEM 2B

Meeting Date	January 10, 2023	Council Priority	Civic Pride
Department	Environmental Health 1750		
Contact	Anthony Spanel, M.B.A., R.S Environmental Health Director		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8034

(Contact: Anthony Spanel, Environmental Health Director)

This is a second and final reading of an ordinance revising Chapter 8-5, Article IV, Section 8-5-27 of the Amarillo Municipal Code. This revision will redefine which exiting covered facilities must design, install, operate and maintain a grease trap or grease interceptor within the Amarillo Area Public Health District.

Agenda Item Summary

This ordinance amends Section 8-5-27 of the municipal code to allow existing non-conforming facilities to continue to operate without a grease trap or grease interceptor until such a point in time that they extensively remodel or change owners.

Requested Action

Approval of ordinance number 8034, revising Chapter 8-5-27.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the revisions to Chapter 8-5-27.

ORDINANCE NO. 8034

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 8-5, ARTICLE IV, SECTION 8-5-27, TO REVISE WHICH EXISTING COVERED FACILITIES MUST DESIGN, INSTALL, OPERATE, AND MAINTAIN A GREASE TRAP OR GREASE INTERCEPTOR; PROVIDING FOR SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW, PENALTY, PUBLICATION, AND EFFECTIVE DATE.

WHEREAS, production of fats, oils, and greases, is a common byproduct or waste of the food processing and service industry; and,

WHEREAS, Ordinance 7865 was passed in 2020 to regulate nonresidential and nonindustrial discharge of fats, oils, and grease; and

WHEREAS, Ordinance 7865 required all existing covered facilities to design, install, operate, and maintain an appropriate grease trap or grease interceptor;

WHEREAS, since the passage of Ordinance 7865, the City has gained adequate compliance and seen adequate improvement in the frequency and severity of sanitary sewer overflows caused by the nonresidential and nonindustrial discharge of fats, oils, and grease; and

WHEREAS, current compliance levels indicate that the public health, safety, and welfare can be adequately protected by requiring only certain existing covered facilities to design, install, operate, and maintain an appropriate grease trap or grease interceptor;

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

SECTION 1. The Amarillo Municipal Code, Chapter 8-5, Article IV, Section 8-5-27(d)

be and hereby is amended in part as follows:

(d) *Installation and Maintenance Requirements.*

(1) [NO TEXT CHANGE]

(2) *Existing Facility.* An existing covered facility which will be expanded or extensively renovated for a new or existing business, ~~or where there is an inadequately sized grease trap/interceptor, or where there is no installed grease trap/interceptor, or that changes owners,~~ shall be required to design, install, operate and maintain a grease trap or grease interceptor in accordance with locally adopted plumbing codes, this section and any other applicable ordinance or guideline as required. Grease traps/interceptors shall be installed and inspected prior to issuances of a certificate of occupancy and a Food Hygiene permit. For purposes of this subsection, "extensively renovated" means an improvement (or, a series of improvements performed or started within a six (6) calendar month period), the total cost of which equals or exceeds thirty (30) percent of the value of the facility prior to the improvement(s).

(3) [NO TEXT CHANGE]

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. Repealer. Subject to the provision in Section 4 (Continuation of Prior Law), all ordinances and resolutions, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 4. Continuation. Nothing in this ordinance or any code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance; nor shall any just, vested, or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 5. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this Code of Ordinances.

SECTION 6. Publication. This ordinance shall be published as required by law.

SECTION 7. Effective Date. This ordinance shall become effective ten (10) days after the date of its second publication as required by the Charter of the City of Amarillo.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 13th day of December 2022; and PASSED on Second and Final Reading the 10th day of January 2023.

ATTEST:

Ginger Nelson, Mayor

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

Amarillo City Council Agenda Transmittal Memo



ITEM 2C

Meeting Date	January 10, 2023	Council Priority	Civic Pride, Fiscal Responsibility
Department	Parks and Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8035

CONSIDER APPROVAL OF AN ORDINANCE AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 12-1, ARTICLE I, SECTION 12-4-1(c) TO CREATE A ROOM RENTAL FEE FOR THE GAMING CENTER AT THE WARFORD ACTIVITY CENTER

Agenda Item Summary

This ordinance creates a room rental fee for the game room at the Warford Activity Center.

Requested Action

Approval of the amendment to Ordinance 12-1, Article I, Section 12-4-1(c) to create a room rental fee for the game room at the Warford Activity Center.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval

ORDINANCE NO. 8035
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AMARILLO, TEXAS: AMENDING THE AMARILLO
MUNICIPAL CODE, CHAPTER 12-1, ARTICLE I, SECTION 12-
4-1(c) TO CREATE A ROOM RENTAL FEE FOR THE GAMING
CENTER; PROVIDING FOR: SEVERABILITY, REPEALER,
CONTINUATION OF PRIOR LAW, AND EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department has created a new Gaming Center for citizen rental at the Warford Activity Center;

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

SECTION 1. In accordance with the annual budget adopted for the Parks and Recreation Department, the Amarillo Municipal Code, Chapter 12-1, Article I, Section 12-4-1(c) be and hereby is amended in part as follows:

(c) Room Rental Fees (Operational hours) (1-hour minimum).

Multi-Use Rooms	\$20.00 per hour
Kitchen	\$15.00 per hour (available only with Room Rental)
Gym	\$20.00 per hour - Half Court
<u>Gaming Center</u>	<u>\$75.00 per hour</u>

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. Repealer. Subject to the provision in Section 4 (Continuation of Prior Law), all ordinances and resolutions, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 4. Continuation of prior law. Nothing in this ordinance or any code hereby adopted shall be construed so as to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause of action acquired existing, under any act or ordinance

hereby repealed by this ordinance; nor shall any just, vested, or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 5. 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 this the 13th day of December 2022; and PASSED on Second and Final Reading the 10th day of January 2023.

ATTEST:

Ginger Nelson, Mayor

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



ITEM 2D

Meeting Date	December 13, 2022	Council Priority	Consent Agenda Item
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Department	Planning and Development Services Brady Kendrick – Planner II
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Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8036

Second and final reading to consider an ordinance rezoning the west 125 feet of the east half of Block 267, Holland's Addition, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 to Planned Development District 403 for a new or used auto sales outdoor lot.

VICINITY: Wichita Ave. and Mirror St.

APPLICANT/S: Marcelino and Lucia Alvarado

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consist of Multiple-Family District 1 to the north, west, and east and Light Industrial District to the south.

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

Proposal

The applicant is requesting a change in zoning in order to construct an outdoor new or used auto sales lot. It is noted that this case was originally considered for a change to Light Commercial District but was denied at the August 1, 2022 Planning and Zoning Commission meeting.

The applicant appealed the decision and at the October 11, 2022 City Council meeting. The consensus was that Light Commercial zoning is inappropriate for the area. That said, it was recommended that a "General Retail" Planned Development zoning that allows an outdoor new or used auto sales lot be considered. The applicant has now amended their request to Planned Development zoning as just mentioned.

Analysis

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

The Future Land Use and Character Map recommends General Commercial development types for this particular tract. General Commercial development types range from retail and service-related land uses to uses that are more commercial in nature, all at varying scale and intensities depending on the site and area characteristics.

The Planning and Zoning Commission believes that given the overall General Retail nature and allowing only one particular Light Commercial land use, the applicant's Planned Development would conform with the Future Land Use and Character Map category.

Regarding the NUC, the Planning and Zoning Commission does note that like many other older areas of the City, this area has not developed nor is zoned in a manner that is consistent with the NUC (pictured below) and as such, existing development and zoning patterns are a larger factor for this request.



The applicant's site is in a unique area in that it is bordered by Light Industrial District to the south, Multiple-Family District 1 in all other directions, and is located at a significant intersection for the area. Given this, the Planning and Zoning Commission acknowledges that non-residential development would seek to take advantage of this highly travelled area.

That said, these zoning patterns have resulted and/or could result in incompatible zoning districts being directly adjacent to each other (Light Commercial and Light Industrial adjacent to Multiple-Family).

Considering zoning patterns and the fact that the new request is for a Planned Development zoning as mentioned previously, the Planning and Zoning Commission believes that the request could provide an appropriate transition in zoning that could ease impacts on area residences while allowing the land to be developed as intended. The Planning and Zoning Commission would caution that further encroachment north of the applicant's site into the established residential areas should be discouraged.

It is worth noting that upon development, the applicant will be required to submit a site plan for review to ensure compliance with all applicable development standards for the site(screening, landscaping, setbacks, access management etc.).

ORDINANCE NO. 8036

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 WICHITA AVENUE AND MIRROR STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of the west 125 feet of the east half of Block 267, Holland's Addition, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 to Planned Development District 403 for a new or used auto sales outdoor lot with development standards described in Exhibit A attached herein.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 13th day of December, 2022 and PASSED on Second and Final Reading on this the 10th day of January, 2023.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

Exhibit A

Planned Development 403 (PD-403) Development Standards

- Allowed land uses: New or used auto sales outdoor lot and uses as allowed by General Retail District (GR). Any other use change shall require a zoning amendment for this site.
- Landscaping will comply with the City of Amarillo Landscape Ordinance.
- Off street parking: Will comply with section 4-10-211 (Vehicle Parking Regulations).
- All signage standards will follow those specified for General Retail District and must comply with the City of Amarillo Sign Ordinance. No signs shall be operated on the property that use or have attached any flashing, pulsating, or rotating lighting source or reflector.
- All parking and driveways shall conform to the requirements of Section 9 of the Development Policy Manual of the City of Amarillo unless noted otherwise.
- All exterior lighting shall be directed onto the property in such a manner to minimize or eliminate glare across adjacent property lines.
- All refuse containers shall be screened and maintained in such a manner as to prevent blowing trash and debris.
- Any additional bulk or area requirement not specifically noted on this site plan shall comply with the General Retail District (GR).
- Any and all utility relocations or adjustments required for this development shall be the responsibility of the developer(s).
- All fencing, screening, landscaping, driveways, and parking areas shall be maintained in good condition at all times by owners. All landscaping to be installed prior to receiving a certificate of occupancy, or within six months of occupying structure if bad weather exists. All landscape material, trees, grass, shrubs, etc., shall be installed on the site in the same manner as depicted on this site plan and all landscaped areas shall be served with a sprinkler system.
- The approval of this development by the City of Amarillo in no way shall alter or abrogate requirements of the Uniform Building Code as adopted and amended by the City of Amarillo.
- A separate site plan review will be required prior to a building permit being issued.
- The City of Amarillo or its franchised utility shall not be required to replace any obstructions, paving, or plantings that must be removed during the course of maintenance, construction, or reconstruction within any public utility or drainage easement.
- All exterior mechanical equipment shall be located and/or screened in such a manner as to eliminate or minimize noise and visual impact to adjacent properties.
- All surface storm water collected on this site shall drain directly to adjacent public right of way or by other means if approved by the City Engineer.
- The developer shall comply with all ADA requirements.

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

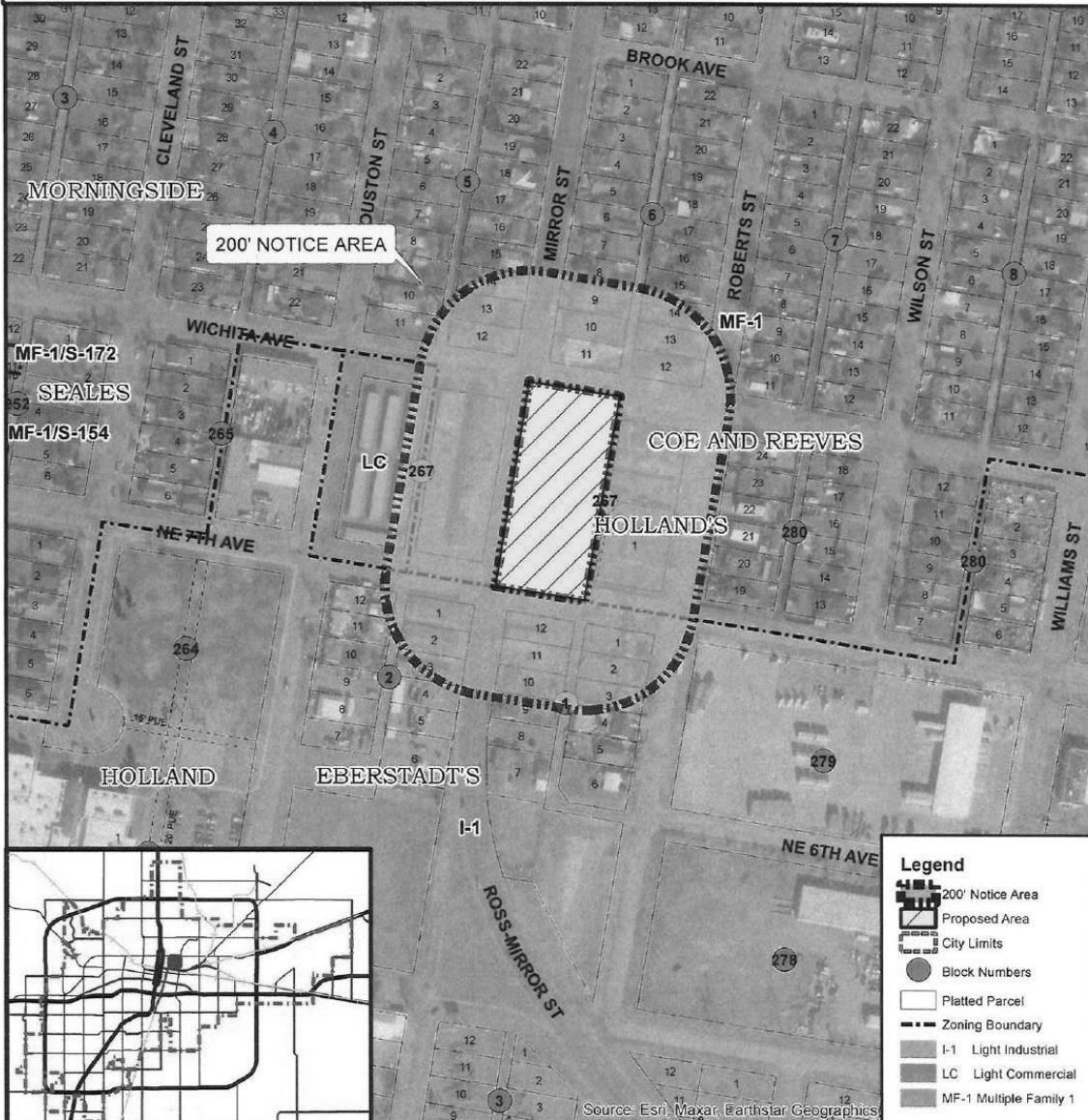
Mauricio Alvarado C.

11-4-2022

Signature of owner/Developer

Date

REZONING FROM MF-1 TO PD FOR OUTDOOR AUTO SALES LOT



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 250 feet
Date: 7/29/2022
Case No: Z-22-26



Z-22-26 rezoning of the west 125 feet of the east half of Block 267, Holland's Addition, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 to Planned Development District 403 for a new or used auto sales outdoor lot.

VICINITY: Wichita Ave. and Mirror St.
APPLICANT/S: Marcelino and Lucia Alvarado

AP: O-11

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

Amarillo City Council

Agenda Transmittal Memo



ITEM 2E

Meeting Date	January 10, 2023	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan		

Agenda Caption

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

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

Agenda Item Summary

This item is to consider approval of an Easement to facilitate the construction of a wastewater pipeline, The Northeast Interceptor. The pipeline is needed to accommodate the growth in the Northeast area of the City. The need for the pipeline has been identified in past studies and master planning documents.

Requested Action

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

Funding Summary

Funding for this agreement is available in the Project Budget Number 530042.

Community Engagement Summary

Execution of the Easement has very little impact on the Community. Community engagement will happen prior to any construction of this project.

Staff Recommendation

City Staff is recommending approval of the agreement.

SANITARY SEWER LINE EASEMENT

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

Effective Date: On the date of the last party to sign.

Grantor Sally Ann Stalnaker
1301 SE 10th Street, Apt. 193
Vancouver, WA 98664

Bonny Stalnaker Roth
422 Greenwood Street
Evanston, IL 60201

Grantee City of Amarillo (and its employees, agents, contractors, successors, and assigns)

Grantee's P.O. Box 1971
Mailing Address: Amarillo TX 79105-1971

Consideration: \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Easement Property: A 100' wide parcel of land out of Section 48, Block 2, AB&M Survey, Potter County, Texas, more particularly described on the attached Exhibit "A".

Easement Purpose: For the installation, construction, maintenance, operation, extension, repair, removal, replacement, and upgrade of one sanitary sewer line (collectively, the "Infrastructure") across the Easement Property.

Reservations from Conveyance: None.

Exceptions to Warranty: All existing easements, rights-of-way, encumbrances, and restrictions of record.

Grant of Easement: Grantor, for the consideration and subject to the terms hereof, grants, sells, and conveys to Grantee a permanent easement (the "Easement") over, on, across and under the Easement Property, for the Easement Purpose, to have and to hold the Easement forever or until such time as Grantee may abandon the Easement. Grantor will warrant and forever defend the title to the Easement in Grantee against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent the claim arises by, through or under Grantor but not otherwise.

Terms and Conditions:

1. *Duration of Easement.* The Easement is perpetual and irrevocable by Grantor so long as the Easement is used for the Easement Purpose. Grantee shall have three (3) years from the effective date to begin construction of the sanitary sewer line and shall continue construction in good faith until completion with only reasonable delays. In the event Grantee fails to use the Easement for the Easement Purpose after initial construction for one hundred and eighty days, the Easement shall automatically terminate.

2. *Non-Exclusive.* Grantee's right to use the Easement Property is nonexclusive. Grantor reserves (a) the right to use all or part of the Easement Property as long as such use by Grantor does not interfere with Grantee's use and as long as Grantor's use is not inconsistent with any laws, ordinances, or codes pertaining to the construction, operation or maintenance of the Infrastructure and to which Grantor is subject; and (b) the right to allow others the right to use all or part of the Easement Property as long as such further conveyance is subject to the terms of this agreement.

3. *Grantee's Use and Maintenance of Easement Property.*

(a) As part of the Easement, Grantee has the right to use as much of the surface of the property that is adjacent to the Easement Property (the "Adjacent Property") as may be reasonably necessary in order to carry out the Easement Purpose. However, Grantee must promptly restore the Adjacent Property to its previous physical condition if damaged by use of Grantee and pay reasonable surface use damages. Grantee may also use the Easement Property for ingress and egress to the Infrastructure.

(b) Grantee will maintain the Easement Property in a neat and clean condition. All activity and facilities will comply with all applicable laws, ordinances, codes, and regulations.

(c) Grantee has the right to remove any encroachments, including fences and trees, into or within the Easement Property as reasonably necessary for the Easement Purpose. Any part of the Easement Property's surface disturbed by Grantee, including any fences removed, will be restored or replaced, as applicable, at Grantee's sole expense to as near the original condition as is practical, within 30 days after completion of the work.

(d) Grantor will not erect or maintain any buildings or other structures or obstructions on, over or near the Easement Property that would interfere with Grantee's use of the Easement for the Easement Purpose, except by written permission from Grantee which permission shall not be unreasonably withheld.

(e) Grantee's responsibility for surface restoration, described above, is limited to one year from completion of project so long as Grantee's surface restoration complies with the requirements herein and Grantee restores and replaces the Easement Property to as near the original condition as practical. Grantee shall, insofar as reasonably practicable, level, re-grade and reseed the ground disturbed by Grantee's use of the Easements and will maintain the Easements substantially clear of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris, including unearthed rocks larger than four inches (4") in diameter located on the Easements, shall be cleaned up and removed from Grantor's lands upon completion of installation and

construction of the Pipeline. Upon Grantee's completion of the installation of the Pipeline, Grantee shall reseed the Easements with a sufficient quantity of native seed indigenous to Grantor's adjacent lands to restore, insofar as reasonably practicable, vegetation. In the event that Grantee removes, repairs or replaces the Pipeline, the same reseeding process in (a) shall apply. Grantor's remedy for surface damages is limited to Grantee's restoration responsibilities, described above, and any surface damage agreed upon by the parties.

4. *Infrastructure.* All matters concerning the Infrastructure are at Grantee's sole discretion and expense, subject to this agreement. The Infrastructure will remain the property of Grantee.

5. *Enforcement.* In addition to a suit for damages or specific performance, this Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties or those benefitted by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

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

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

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

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

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

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

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

13. *Legal Construction.* If any provision of this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

Grantors:

By: Sally Ann Stalnaker
Sally Ann Stalnaker

Date signed: 12/13/22

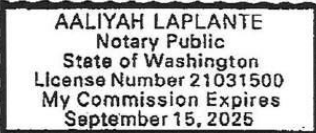
By: _____
Bonny Stalnaker Roth

Date Signed: _____

GRANTOR'S ACKNOWLEDGEMENT

STATE OF WASHINGTON §
COUNTY OF Clark §

This instrument was acknowledged before me on the 13 day of December, 2022, by Sally Ann Stalnaker.



[Signature]
Notary Public in and for the State of Washington

STATE OF ILLINOIS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of December, 2022, by Bonny Stalnaker Roth.

Notary Public in and for the State of Illinois

13. *Legal Construction.* If any provision of this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

Grantors:

By: _____
Sally Ann Stalnaker

Date signed: _____

By: Bonny Stalnaker Roth
Bonny Stalnaker Roth

Date Signed: 12-13-2022

GRANTOR'S ACKNOWLEDGEMENT

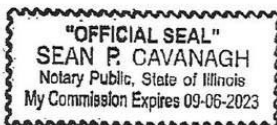
STATE OF WASHINGTON §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of December, 2022, by Sally Ann Stalnaker.

Notary Public in and for the State of Washington

STATE OF ILLINOIS §
§
COUNTY OF Cook §

This instrument was acknowledged before me on the 13 day of December, 2022, by Bonny Stalnaker Roth.



[Signature]
Notary Public in and for the State of Illinois

Grantee:
City of Amarillo, Texas

By: Jared Miller, City Manager

Date signed: _____

GRANTEE'S ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledged before me on the ____ day of January 2023, by Jared Miller,
City Manager

Notary Public in and for the State of Texas

SURFACE DAMAGE PAYMENT AND RESTORATION AGREEMENT

Effective Date: On this date the last party to sign

Grantor: Sally Ann Stalnaker
11301 SE 10th #193
Vancouver, WA 98664

Bonny Stalnaker Roth
422 Greenwood Street
Evanston, IL 60201

Grantee: City of Amarillo, Texas

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

Easement Property: A 100' wide acre parcel of land out of Sections 48, Block 2, AB&M Survey, Potter County, Texas, as described in the attached Exhibit A.

Recitals:

A. On December ____, 2022, Grantor granted to Grantee a Permanent Easement (the "Easement") over, on, and across the Easement Property, for the purpose of installation, construction, maintenance, operation, extension, repair, removal, replacement, and upgrade of one sanitary sewer line (the "Easement Purpose").

B. In order for Grantee to fulfill the Easement Purpose, Grantee may be required to disturb the surface of the Easement Property.

Agreement:

1. *Surface Damage Payment.* Grantee will pay to Grantor, in addition to any other consideration paid for the Easement, \$289,550.00 as damages for use of the Easement Property. Grantor accepts the stated sum in full satisfaction of Grantee's obligation for surface damages.

2. *Surface Restoration.* Grantee will attempt to restore or replace, as applicable, any part of the surface of the Easement Property disturbed by Grantee, at Grantee's sole expense, to as near the original condition as practical. Grantee's Use and Maintenance of Easement Property, along with Surface Restoration obligations are more fully detailed and outlined in the Sanitary Sewer Line Easement executed contemporaneously herewith and incorporated herein for all purposes.

3. *Enforcement.* In addition to a suit for damages or specific performance, this Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties or those benefitted by this agreement; provided, however, that the act of

obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

4. *Release.* Grantor acknowledges the receipt and sufficiency of all compensation paid by Grantee pursuant to this Agreement as full and complete settlement for and as a release of all claims for loss, damage, or injury to the Easement Property arising out of Grantee's operations on the Easement Property.

5. *Amendment.* The Parties may amend this Agreement only by signing a written document.

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

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

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

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

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

11. *Entire Agreement.* This Agreement and any exhibits are the entire agreement of the parties concerning surface damage payments and surface restoration. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

12. *Legal Construction.* If any provision of this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

13. *Conflict with Easement.* In the event there is a conflict between the Easement and the terms of this Agreement, the terms of this Agreement shall control.

Grantor:

Grantor:

By: Sally Ann Stalnaker
Sally Ann Stalnaker

By: _____
Bonny Stalnaker Roth

Date signed: 12/13/22

Date signed: _____

Grantee:

City of Amarillo, Texas

STATE OF Washington
COUNTY OF CLARK

The foregoing instrument was acknowledged before
me this 13 day of December, 2022, by Sally Ann Stalnaker

By: _____
Jared Miller, City Manager

Aaliyah Laplante
Notary Public's Signature Notary Name
My Commission Exp. 9-15-2025

Date signed: _____

AALIYAH LAPLANTE
Notary Public
State of Washington
License Number 21031500
My Commission Expires
September 15, 2025

Grantor:

By: _____
Sally Ann Stalnaker

Date signed: _____

Grantor:

By: Bonny Stalnaker Roth
Bonny Stalnaker Roth

Date signed: 12-15-2022

Grantee:

City of Amarillo, Texas

By: _____
Jared Miller, City Manager

Date signed: _____

Amarillo City Council

Agenda Transmittal Memo



ITEM 2F

Meeting Date	January 10, 2023	Council Priority	Fiscal Responsibility
Department	Solid Waste Collections/ 1431		
Contact	Donny Hooper, Director of Public Works		

Agenda Caption

CONSIDER APPROVAL – RESOLUTION FOR THE PRPC FY 2022-2023 REGIONAL SOLID WASTE GRANTS PROGRAM APPLICATION

Agenda Item Summary

This resolution is for the PRPC FY 2022-2023 Regional Solid Waste Grants Program Application. The Solid Waste department is requesting funding through this grant for the procurement of eight 15 cubic yard roll-off containers to introduce the Amarillo Residential Collection Stations throughout Amarillo. Solid Waste will also be providing matching funds towards this grant to purchase an additional eight 15 cubic yard roll-off containers.

Requested Action

Consider approval for the PRPC Regional Solid Waste Grants Program Resolution in the amount of \$37,463.00 and the matching funds for grant with a total of \$37,463.00.

Funding Summary

Funding will be from Solid Waste R & M – Dumpster Boxes 1431.68630. No state or federal will be utilized for purchasing this equipment.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of this purchase.

RESOLUTION NO. 01-10-23-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, AUTHORIZING THE SUBMISSION OF A FY 2023 REGIONAL SOLID WASTE GRANTS PROGRAM APPLICATION TO THE PANHANDLE REGIONAL PLANNING COMMISSION (PRPC) AND AUTHORIZING THE CITY MANAGER TO REPRESENT THE CITY IN ALL MATTERS PERTAINING TO THIS APPLICATION.

WHEREAS, the citizens of the State of Texas, either directly or indirectly, pay into a state-managed solid waste tipping fee fund which provides the Texas Commission on Environmental Quality (TCEQ) the funding to administer a variety of programs designed to afford the state a higher degree of environmental protection; and

WHEREAS, a portion of these TCEQ-administered tipping fee funds have been made available to the state's local governments through the regional councils of governments of Texas to provide grants for regional/local solid waste management projects; and

WHEREAS, the primary intent of these grant funds is that they be used to implement/enhance programs at the regional/local level which promote the management goals of the regional and state solid waste plans; and

WHEREAS, the City is eligible to receive these funds and desires to undertake a program which advances the solid waste management goals and objectives of the state solid waste management plan and the Panhandle Regional Solid Waste Management Plan.

NOW THEREFORE, be it resolved by the City Council of the City of Amarillo, Texas:

1. That the City Council has reviewed the project details and has duly authorized the submission of a related grant application to the PRPC.
2. That City is applying for funds to equip and implement a program to be known as the **City of Amarillo Recycling Project**.
3. That the City Council designates the City Manager to act as it's duly authorized representative in all matters pertaining to this application.
4. That any grant funds received will be used for their intended purpose.
5. That as a condition of funding, the City agrees to provide the necessary certifications and assurances required by the TCEQ.

CONSIDERED AND APPROVED THIS 10th DAY OF January, 2023

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

**PANHANDLE REGIONAL PLANNING COMMISSION'S
FY 2022/2023 REGIONAL SOLID WASTE GRANTS PROGRAM**

APPLICATION

FORM 1: APPLICATION INFORMATION AND SIGNATURE PAGE

Applicant: City of Amarillo Public Works Division	Funding Amount Proposed: \$ 37,436.00
Address 808 S Buchanan Street Amarillo, Texas 79105	Phone/Fax/Email: Phone: 806-378-5275 email: Donny.Hooper @amarillo.gov
Contact Person Donny Hooper	Date Submitted: 12/30/22

PROJECT CATEGORY

☐ Source Reduction and Recycling Project	Check the box which best describes this project.
☐ Composting and Wood/Yard Waste Reduction Project	
☐ HHW Household Hazardous Waste Project	
☐ Local Enforcement Project	
☒ Litter and Illegal Dumping Clean-up Project	
☐ Rural Waste Management Project	
☐ Technical Studies and Local Solid Waste Management Plans	
☒ New Project	
☐ Enhancement/expansion of an existing project	
☐ Continuation of an existing project	

SIGNATURE

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal.	
Signature: 	Title: Director of Public Works
Printed Name: Donny Hooper	Date Signed: 12/30/22

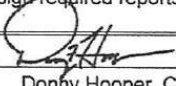
FOR USE BY THE PRPC

Date application was received:	
Does the application meet all of the required screening criteria:	_____ Yes _____ No
Is the application administratively complete:	_____ Yes _____ No

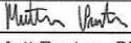
FORM 2: AUTHORIZED REPRESENTATIVES

The Applicant hereby designates the individual(s) named below as the person or persons authorized to receive direction from the PRPC, to manage the work being performed, and to act on behalf of The Applicant for the purposes show:

1. **Authorized Project Representative.** The following person is authorized to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the Applicant.

Signature	
Typed/Printed Name:	Donny Hooper, CPM
Title:	Director of Public Works

2. **Authorized Financial Representative.** In addition to the authorized project representative, the following person is authorized to act on behalf of the Applicant in all financial and fiscal matters, including signing financial reports and requests for reimbursement.

Signature	
Typed/Printed Name:	Matt Poston, CPA
Title:	Director of Finance
Date:	12/30/22

FORM 3: CERTIFICATIONS AND ASSURANCES

Certifications

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the PRPC's Request for Applications (RFA). The following certifications are intended to help the PRPC to ensure that these provisions are met. By signing this application, the person acting on behalf of the Applicant makes the certifications listed below.

1. **Authority to Sign Application.** The person signing this application hereby certifies that he/she is the official contact regarding this application and has authority from the Applicant to sign the application and that such authority will bind the Applicant in subsequent agreements.
2. **Application Contains No False Statements.** Applicant certifies that this application has no known false statements and that the Applicant understands that signing this application with a known false statement is a material breach of contract and shall void the submitted application and any resulting contracts. The Applicant understands that the PRPC may not accept any amendment, revision, addition or alteration to this application after the final date and time for submission.
3. **Governmental Status.** Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:
 - a. City
 - b. County
 - c. Public school or school district (not including Universities or post-secondary educational institutions)
 - d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authorities
 - e. Council of Governments
4. **Conformance to Standards.** The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the proposed Scope of Work, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.
5. **Solid Waste Fee Payments.** Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed the State of Texas.
6. **Consideration of Private Industry.** The following certification only applies if the project is under one of the following grant categories:
 - a. Source Reduction and Recycling Project
 - b. Composting and Wood/Yard Waste Reduction Project
 - c. Rural Waste Management Project
 - d. A demonstration project under the Educational and Training Projects category

Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability (after completing Form 5) that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

7. **Consistency with Regional Solid Waste Management Plan.** Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations of the PRPC's regional solid waste management plan.
8. **Technical Feasibility.** Applicant certifies that it has carefully reviewed its Scope of Work and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.
9. **Costs Reasonable and Necessary.** Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Scope of Work and the expenses outlined in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.
10. **Certification by Law Enforcement Programs.** If the Applicant is a law enforcement entity regulated by Chapter 415 of the Government Code, the Applicant certifies that it is in compliance with all rules developed by the Texas Commission On Law Enforcement (TCOLE), pursuant to Chapter 415, Government Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCOLE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and the PRPC. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. **Compliance with Standard Pertaining to Real Property and Equipment.** Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of the equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.
2. **Participation in TCEQ Recycling Surveys and Reporting.** Applicant provides assurances that, if funded, the Applicant will respond to annual recycling program surveys and/or other requests from the PRPC or the TCEQ for information on municipal solid waste management activities.
3. **Compliance with Progress and Results Reporting Requirements.** Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to the PRPC on a schedule established in the contract, and additionally, to continue to document the results of the project activities for the life of the project; and to provide the PRPC with a follow-up results report approximately one year after the end of the grant term.

1. **Financial Management.** Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established in the contract.
2. **Compliance with Americans with Disabilities Act.** Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 199, 42 U.S.C. §§ 12101 - 12213 (Pamph. 1995).
3. **Compliance with the Single Audit Act.** Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit act as defined by the Uniform Grant Management Standards (UGMAS), January 1998.
4. **Compliance with Program and Fiscal Monitoring.** Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

FORM 4: EXPLANATION REGARDING PRIVATE INDUSTRY NOTIFICATION

Applicable to Applicants under the following grant categories:

- a. Source Reduction and Recycling Project
- b. Composting and Wood/Yard Waste Reduction Project
- c. Rural Waste Management Project
- d. A demonstration project under the Educational and Training Projects category

Form 4a: List of Private Service Providers Notified

Private Service Providers Contacted	Telephone Number	Date Notified

Form 4b: Summaries of Discussion with Private Industry

Provide summaries of any input and concerns raised by the private service providers; summaries of any meetings or discussions held between the Applicant and the private service providers; an explanation of any changes made to the proposed project to address private service provider concerns; and an explanation of any remaining concerns that were not addressed any why the Applicant determined that the concerns are not valid under the statutory requirements. Attach to the application any written comments or concerns provided by a private service provider concerning the project. Attach additional pages as needed.

FORM 5: PROJECT SUMMARY

Form 5a: Project Description

Provide a detailed description of the proposed project. As appropriate, briefly describe::	
(1) Why the proposed project is needed;	(7) If this proposed project is part of an overall program, provide a description of the program;
(2) The goal of the proposed project;	(8) Adequately describe the expected benefits of the proposed project;
(3) The number of people who would be served or benefited;	(9) Describe the project in sufficient detail to demonstrate its overall feasibility or workability;
(4) The geographic area affected;	(10) As applicable, identify the levels of customer incentives, public education, or input, as appropriate to the project.
(5) The specific element(s) of the waste stream being targeted with the project;	
(6) Explain how any proposed equipment is appropriate for the work to be performed;	

Check the Solid Waste Management Plan goal or goals this project addresses and then provide a project description below as explained in the box above.

- ☐ Develop programs to facilitate the development and maintenance of local source reduction, waste minimization, recycling, and composting programs with the region, thus, conserving disposal capacity and resources to the extent technically and economically feasible. (NOTE: Recycling includes yard waste composting.)
- ☐ Develop regional cost-effective, efficient and environmentally-suitable solid waste management systems.
- ☒ Develop programs to assist regional and local entities in controlling and stemming illegal and improper disposal practices.
- ☐ Maintain administrative structures that will ensure at least some measure of local control over future systems operations and provide an element of control over siting of future landfills in the Region.
- ☐ Regionally, ensure continued, adequate disposal capacity.

#1 Need for Proposed Project:

The need for the Amarillo Residential Collection Stations (ARCS) project is to provide a safe and designated location for residents to dispose of bulky waste to reduce the cases of illegal dumping we see throughout the city of Amarillo. Illegal dumping is a continuous concern for the City of Amarillo, as well as its residents and can cause harm to the surrounding businesses, poses health, safety, and environmental concerns. By creating the ARCS, these concerns are reduced due to these once illegal dumpsites being relocated to a controlled and well-maintained environment. Not only will these stations see a reduction in illegal dumping across the city of Amarillo but will also provide a safe and convenient alternative to residents transporting and disposing of their bulky waste at the landfill themselves.

#2 Goal of Proposed Project:

The goal of the proposed project is to reduce illegal dumping in Amarillo by providing the residents of Amarillo with four designated areas strategically placed around the city to dispose of their bulky items, additional bagged trash, brush, limbs, and white goods. The ARCS will provide a more convenient and safer alternative to the landfill and illegal dumpsites. These stations will allow alleyways, neighborhoods, and businesses to remain free from all the waste that would usually be considered illegal dumping.

#3 Persons Served by Proposed Project:

The residents of Amarillo will be served by this project by creating a space where they are able to remove larger items without disposing of them in the alleyway, placing them in the front of their residence for a curbside collection, or transporting them directly to the landfill. Residents, business owners, and property owners will also be served by the anticipated reduction in illegal dumping which accumulates in alleyways and on private property.

#4 Geographic Area Affected by Proposed Project:

One ARCS will be placed in each quadrant of Amarillo in locations that have been identified as being accessible and suited for this type of operation. Having them placed strategically around the community will provide accessibility and convenience to all residents in Amarillo, as opposed to transporting their items to the landfill.

#5 Specific Elements Targeted by Proposed Project:

Each site will have designated areas to be able to take in big and bulky items, brush and vegetation, tires, white goods, and bagged trash. These specific elements that will be collected by this project are common items that are too big to fit into the average dumpster and are items frequently seen with illegal dumping.

#6 Equipment Appropriateness for Proposed Project:

Roll-off containers hold a larger volume of waste and can easily fit larger items than a traditional three-yard dumpster. These containers will also need to be emptied less frequently. When comparing a roll-off container to an illegal dumpsite or the standard dumpster, the roll-off containers are aesthetically pleasing and less of an eyesore for the residents of Amarillo.

#7 Description of Overall Program:

The ARCS is a new program that was developed under the City of Amarillo's Innovation Team to help combat illegal dumping. The Innovation Team has tested the practicality of creating a citizen's collection station by implementing prototypes and allowed the residents of Amarillo to participate in the development of the prototypes. These prototypes helped design the effectiveness of the ARCS by providing a safe, convenient, and designated location for residents to dispose of bulky items. Not only will this reduce the amount of illegal dumping at non-permitted dumpsites throughout the city, with stations in each quadrant this will provide the residents a sense of convenience instead of disposing of their items at the landfill.

#8 Expected Benefits from Proposed Project:

There are many expected benefits from the proposed project. The first is an overall reduction in illegal dumping throughout the city. Establishing ARCS locations in each quadrant also provides citizens with a convenient alternative to the landfill which is located seven (7) miles outside of city limits. This is a much more convenient solution for citizens wishing to dispose of their own waste and reduces the amount of vehicular traffic at the landfill and the safety hazards associated with citizens operating vehicles adjacent to heavy equipment.

#9 Proposed Project Description:

The Innovation Team was tasked with developing solutions for the city's ongoing problem with illegal dumping. By engaging with the residents of Amarillo, the Innovation Team learned that providing a more convenient disposal site would not only benefit them by not having to drive out to the landfill but will also contribute to seeing a decrease in the amount of illegal dumping across the city of Amarillo. To find a more convenient location, the Innovation Team prototyped the ARCS. From there they decided that the ARCS will be placed in each of the four identified areas in Amarillo that have been identified as accessible and suitable for this project. This provides a more accessible option for the residents opposed to traveling out to the landfill, scheduling a time for curbside collections, or taking their waste to an illegal dumpsite. Each site will be equipped with four (4) roll-off containers for tires and bulky items, four (4) 3-yard dumpsters for bagged trash, and locations for brush/vegetation and white goods. Stations will have a gate attendant to assist with any questions on where to drop off each item and monitor the site.

During the City of Amarillo's next budget cycle for the fiscal year 2023-2024, the Public Works Department will propose additional funding to continue to make enhancements to the ARCS. Some of the enhancements that will be proposed include adding an entrance wall, a gate attendant building, and other additions that are needed as the ARCS usage increases.

#10 Customer Incentives, Public Education, and Input for Proposed Project:

The customer incentives provided by the ARCS is the opportunity to have a cleaner and safer community. Each quadrant of Amarillo will benefit from the project by the stations in areas where there is a high demand. The stations will be a much shorter drive than going to the landfill and allows them to dispose of items on their own time. The City of Amarillo will communicate the ARCS through the Office of Engagement and Innovation Neighborhood Planning and other community partners. Each station will also be equipped with signage and personnel to help navigate the site. The Innovation Team has helped gather input from the community regarding the topic of illegal dumping. They have also created various prototypes such as a tabletop model and a field model where they welcomed the public to test it out and gather more input on the feasibility of the Amarillo Residential Collection Stations.

Form 5b: Project Cost Evaluation

Provide an evaluation of the costs associated with the proposed project. Explain how the total cost of the proposed project was determined (including ongoing operational costs, if applicable). If possible, present the costs in unit terms, such as cost per ton, cost per customer, or cost per capita. Estimate any costs savings, or reasonably justified costs of the project.

Determination of Total Cost for Proposed Project:

The determination of the total cost for the proposed project came from the field prototype the Innovation Team created, as well as any adjustments that were made for feasibility. Each ARCS will be equipped with four (4) 15-cubic yard roll-off containers. Each container will be specifically labeled for the items such as bulky items, tires, brush/vegetation, and white goods. The ARCS will also have four (4) 3-cubic yard dumpsters for bagged trash. The total cost of the proposed project is \$88,792.00.

Proposed Project Costs in Unit Terms:

ARCS Site Construction					
Item No.	Approx. Quantity	Unit Measure	Item Written in Words	Unit Price	Total Amount Bid
1	16	EA	15-CY Roll-Off Container	\$4,679.50	\$ 74,872.00
2	16	EA	3-CY Dumpster	\$ 870.00	\$ 13,920.00
Total					\$ 88,792.00

The proposed cost of the project is \$88,792.00. The current population of Amarillo, Texas according to the 2020 US Census is 200,393. That puts the unit cost of the program at \$0.44 per person for the purchase of the roll-off containers.

Form 5c: Level of Commitment of the Applicant

Provide information related to the Applicant's level of commitment to preferred solid waste management practices. If the proposed project is an ongoing service, demonstrate the ability to sustain the program beyond the term of the grant. Explain the extent to which the appropriate governing bodies support the proposed project.

If the proposed project has received previous grant funding under this program, explain to what extent does the proposal involve expansion of current services or operations; present quantifiable documentation of the success of the project in order to warrant further funding. Demonstrate a good record of past grant contractual performance.

If the Applicant has received grant funding for another solid waste project(s) in the past, please provide a list of previously funded projects and give a brief description of the current status of the project(s). If the project is no longer in operation, please provide an explanation as why that is the case.

Commitment to Preferred Solid Waste Management Practices:

The City of Amarillo Solid Waste department has identified areas that are easily accessible and suited for this type of operation throughout the city. Each of the ARCS will be continuously monitored throughout each day to ensure that the volume of waste collected is being emptied as needed. During the next budget cycle, the Solid Waste department will continue to grow with this program by requesting necessary enhancements to continue to grow the program.

Ability to Sustain Proposed Program:

The ability to sustain the proposed program beyond the request of the grant is attainable to the City of Amarillo to provide proposed funding in the next fiscal year to continue with the growth and enhancements of the ARCS.

Support for Proposed Project from Governing Bodies:

The Amarillo Innovation Team was created under the careful consideration of Mayor Ginger Nelson. The twelve-member team consists of city employees from a diverse background that were challenged with identifying problems in our community and providing impactful solutions. The Amarillo City Council has supported the Amarillo Innovation Team's dedication to creating a solution to illegal dumping throughout the city.

Past Performance:

The proposed program has not received previous grant funding through the PRPC or any other entity. The last funded project from the PRPC was awarded to the City of Amarillo in 2021 and aided in the purchase of ten surveillance cameras to address illegal dumping. These cameras are still in use to this day and have played a key role in allowing us to document those who participate in illegal dumping throughout the city of Amarillo.

Grant Year	Funds Awarded	Project Description	Current Status
1996	\$ 2,778.47	Recycling Center – Construction	Complete/Active
1999	\$ 7,147.00	On board scales for side loading truck	Not Active
2005	\$ 18,996.00	6 Used Motor Oil Containers	Active
2007	\$ 15,645.00	4 – 40 Cubic Yard Roll Offs	Active
2008	\$ 33,319.00	4 Solar Surveillance Cameras & 3 Dummy Cameras	Active
2015	\$ 23,110.00	6 Used Motor Oil Containers	Active
2016	\$ 15,202.50	Scrap Tire Clean Up	Complete
2021	\$ 30,643.60	10 Surveillance Cameras	Active

Form 5d. Scope of Work

Provide a work program with a schedule of deliverables for the proposed project or program. The work program with the schedule of deliverables will be considered the Scope of Work to be performed under the contract agreement, if funded.

As concisely as possible, for each task of the proposed project, describe the major steps or activities involved, identify the responsible entities and establish a specific timeframe to accomplish each task. The Scope of Work for the project or program must include.

- Detailed purpose and goal of the project
- Specific task statements with responsible entity identified
- List of deliverables/products/activities under each task
- Schedule of deliverables.

➤ Detailed Purpose and Goal of the Project:

By creating four ARCS around the city of Amarillo, the goal of each station is to reduce illegal dumping throughout Amarillo by providing a designated, safe, and convenient location for residents to properly dispose of their waste.

➤ Specific Task Statements with Responsible Entity Identified:

Purchase roll-off containers and distribute to the four designated areas around town. As well as educate at necessary points with residents.

Task 1. Purchase Roll-Off Containers

Request bids/quotes and utilize city purchasing procedures

Order roll-off containers

Accept delivery and submit reimbursement forms to the PRPC

Task 2. Distribute and Educate

Distribute new roll-off containers to the four designated areas around town

Educate residents on new program

Run article in local newspaper regarding the new containers, the ARCS program and locations, and diversion programs in general

➤ Schedule of Deliverables:

Anticipated execution of contracts	February, 2023
Obtain quotes and order equipment	March, 2023
Accept delivery, distribute and educate	May, 2023
Completion Goal Date	June, 2023
Deadline	August 31, 2023

FORM 6: GRANT BUDGET SUMMARY

Please provide the following breakdown of the total amount of grant funding being requested:

Budget Category	Funding Amount
1. Personnel/Salaries	\$
2. Fringe Benefits	\$
3. Travel	\$
4. Supplies	\$
5. Equipment	\$ 37,436.00
6. Construction	\$
7. Contractual	\$
8. Other	\$
9. Total Direct Charges (sum of 1 - 8)	\$ 37,436.00
10. Indirect Charges ^o	\$
11. Total (sum of 9 and 10)	\$ 37,436.00

12. Fringe Benefit Rate:	%	
13. Indirect Cost Rate:	%	

Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:

^o In accordance with UGMS, indirect charges may be authorized if the Applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the Applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

Please complete any of the following detailed budget forms which are applicable.

Form 6a: Detailed Matching Funds/In-Kind Services

This budget form should be completed if the Applicant is providing any level of matching funds or in-kind services directly related to the proposed project.

Matching Funds: \$ 51,356.00

In the space below, please explain in detail the application of any matching funds to be provided by the Applicant, as directly related to the proposed project.

The City of Amarillo will be purchasing an additional eight (8) 15 cubic yard roll-off containers (\$37,436.00) and sixteen (16) 3 cubic yard dumpsters (\$13,920.00) to ensure that each ARCS will be fully equipped with four roll-off containers at each of the four locations.

In-Kind Services: \$ _____

In the space below, please explain in detail the application of any in-kind services to be provided by the Applicant, as directly related to the proposed project.

What is the TOTAL COST of the proposed project, considering the total grant funding requested, any matching funds being provided by the Applicant, and the monetary equivalent of any in-kind services being provided by the Applicant:

\$ 88,792.00

Form 6b: Detailed Personnel/Salaries Expenses

For each employee to be funded wholly or in part by this grant, complete one of the lines in the table below. Please refer to the definitions provided in the instructions in completing this sheet. If funds are awarded, changes to grant-funded positions will have to be approved in advance by the PRPC.

Position Title	Function	FTE	Status	Salary
TOTAL (Must equal Line 1 of the Overall Budget Summary - Form 6)				\$

Form 6c: Detailed Travel Expenses

This budget form provides a more detailed breakdown of the total expenses for travel indicated on Line 3 of the Overall Budget Summary (Form 6).

Please describe the types of routine in-region travel expenses expected and purposes for travel.

In-Region Destination(s)	Purpose of Travel	Estimated Cost
		\$
		\$
		\$
		\$
		\$
		\$

All out-of-state travel expenses and other non-routine travel, such as out-of-region travel to special training or events must be pre-approved by the PRPC. Complete the following information for all requested non-routine travel, including any out-of-state travel. If those details are not presently known, the PRPC will need to approve those travel costs before the travel occurs.

Non-Routine Travel Expenses

Date(s)	Purpose & Destination	Person(s) Traveling	Estimated Cost
			\$
			\$
			\$
			\$

TOTAL TRAVEL EXPENSES

(Must equal Line 3 of the Overall Budget Summary - FORM 6) \$ _____

Form 6d: Detailed Supply Expenses

This budget form provides a more detailed breakdown of the total expenses for supplies indicated on Line 4 of the Overall Budget Summary.

Please list the general types of supplies you expect to purchase with grant funding.

General Types of Supplies	Estimated Cost
General office/desk supplies	\$ _____
Other supplies (<i>explain below</i>):	\$ _____ \$ _____ \$ _____ \$ _____
TOTAL (Must equal Line 4 of the Overall Budget Summary - FORM 6)	\$ _____ 0.00

Form 6e: Detailed Equipment Expenses

All equipment purchases must be pre-approved by the PRPC/TCEQ. If the specific details of an equipment purchase are known, show that equipment on the list below. If the specific details of the equipment costs are not known at this time, list the general details on this form. The specific details of the equipment will then need to be provided to and approved by the PRPC before the costs are incurred.

Equipment (Show description, type, model, etc.)	Unit Cost	No. of Units	Total Cost
15 cubic yard roll-off container	\$ 4,679.50	8	\$ 37,436.00
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total (Must equal Line 5 of the Overall Budget Summary - FORM 6)			\$ 37,436.00

Form 6f: Detailed Construction Expenses

All construction projects must be pre-approved by the PRPC/TCEQ. If the specific details of the construction costs are not known at this time, list the general details on this form. The specific details of the construction will then need to be provided to and approved by the PRPC before the costs are incurred.

Types of Construction	Subcontracted? Yes/No	Estimated Cost
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL (Must equal Line 6 of the Overall Budget Summary)		\$ 0.00

Form 6g: Detailed Contractual Expenses

All contractual expenses must be pre-approved by the PRPC/TCEQ. If the specific details of the contractual costs are not known at this time, list the general details on this form. The more specific details of the contractual costs will then need to be provided to and approved by the PRPC before the costs are incurred. In addition, the sub-contract scope of work must be approved by the PRPC before work begins.

Purpose	Contractor(s)	Contract Amount
		\$
		\$
		\$
		\$
		\$
TOTAL (Must equal Line 7 of the Overall Budget Summary - FORM 7)		\$ 0.00

Form 6h: Detailed Other Expenses / Basic Other Expenses

This budget form provides a more detailed breakdown of the total other expenses indicated on Line 8 of the Overall Budget Summary. *Please note that the final totals are at the bottom of the next page.*

Please identify the basic "Other" category expenses you expect to incur appropriate to the project.

Basic Other Expenses	Estimated Cost
Books and reference materials	\$
Postage, telephone, FAX, utilities	\$
Printing/reproduction	\$
Advertising/public notices	\$
Registration fees for training (<i>if approved</i>)	\$
Repair and maintenance	\$
Basic office furnishings	\$
Space and equipment rentals	\$
Signage	\$

Form 6i: Detailed Other Expenses / Additional Other Expenses

The specific details of additional "Other" category expenses, not included on the list of basic Other expenses, must be pre-approved by the PRPC. If the specific details of the additional Other expenses are not known at this time, list the general details on this form. The more specific details of the Other expenses will then need to be provided to and approved by the PRPC before the costs are incurred.

Additional Other Expenses	Unit Cost	No. of Units	Total Cost
Computer software (<i>itemize each expense below including description, type, model, etc.</i>):			
Additional Other expenses (<i>itemize each expense below including description, type, model, etc.</i>):			
TOTAL (Must equal Line 8 of the Overall Budget Summary - FORM 6)		\$ 0.00	

REQUIRED ATTACHMENTS TO THE APPLICATION

1. If indirect costs are included in the project budget, attach the Applicant's latest **indirect cost allocation plan**, including documentation of approval of the plan and the indirect cost rate by the Applicant's Federal Cognizant Agency or State Coordinating Agency.
2. If applicable, attach any written comments submitted by private industry (*see instructions for Form 5*).
3. If the Applicant is a law enforcement entity, and if compliance with TCOLE rules is still pending, attach a certification from TCOLE to indicate that the Applicant is in the process of achieving compliance with the rules (*see Form 3, Certification No. 10*).
4. A resolution by the Applicant's governing body authorizing the submission of the application.

Amarillo City Council

Agenda Transmittal Memo



ITEM 2G

Meeting Date	January 10, 2023	Council Priority	Civic Pride
Department	Community Development		
Contact	Jason Riddlespurger, Director		

Agenda Caption

CONSIDER PURCHASE OF PROPERTY TO FACILITATE CONSTRUCTION OF TRANSFORMATION PARK:

This item authorizes the City Manager to execute a contract and other necessary documents for the purchase of land located at 1500 SW 6th Avenue, a 0.15 acre tract of land out of the original town of Amarillo, Block 48, Lot 10, 11 & 12, Potter County, Texas. The purchase price for this property is \$182,000.00 plus closing costs.

Agenda Item Summary

This item is to consider approval of the purchase of a 0.15 acre tract of land to help facilitate the development of Transformation Park. The City engaged the services of Jeff Gaut with Gaut Whittenburg Emerson CRE to pursue negotiations with the Seller. An agreement has been made between both parties and City Staff is recommending approval of the purchase price of \$182,000.00.

This land is located directly adjacent to other city property planned to be used for the Transformation Park project, which is to be located east of the new Multimodal Transportation Center located at 6th Street and Bowie Street.



Requested Action

Approve as presented.

Funding Summary

Funding for this purchase is provided from previously allocated funds approved by City Council to support the Transformation Park development.

Community Engagement Summary

City Council has received regular updates on the goal to create an overnight shelter location, most recently discussed on December 13, 2022, where the name of the project was announced as Transformation Park.

Staff Recommendation

City Staff is recommending approval of the purchase of land at the corner of Parker Street and 6th Avenue in the amount of \$182,000.00.



COMMERCIAL CONTRACT - IMPROVED PROPERTY

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

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

Seller: FIELDS CYRUS M JR

Address: 1500 SW 6TH AVE, Amarillo, TX 79101

Phone: _____ E-mail: _____

Mobile: _____ Fax or Other: _____

Buyer: The City of Amarillo

Address: _____

Phone: _____ E-mail: _____

Mobile: _____ Fax or Other: _____

2. **PROPERTY:**

- A. "Property" means that real property situated in Potter County, Texas at 1500 SW 6th, Amarillo, TX 79101 (address) and that is legally described on the attached Exhibit _____ or as follows:
ORIG TOWN OF AMA LOTBLOCK 0048 SE PTN OF 10& ALL OF 11 & 12

- B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
 - (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
 - (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
 - (4) Seller's interest in all licenses and permits related to the Property;
 - (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
 - (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
 - (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____
- Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing \$ 182,200.00

B. Sum of all financing described in Paragraph 4 \$ _____

C. Sales price (sum of 3A and 3B) \$ 182,200.00

(TXR-1801) 07-08-22

Initialed for Identification by Seller _____ and Buyer _____

Page 1 of 15

Gaut Whittenburg Emerson CRE, 7805 Jake London Drive Amarillo TX 79119
Jeffrey Gaut

Phone: (806)676-3658 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwelf.com

1500 SW 6th

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- ☐ A. **Third Party Financing:** One or more third party loans in the total amount of \$ _____. This contract:
- ☐ (1) is not contingent upon Buyer obtaining third party financing.
- ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- ☐ C. **Seller Financing:** Buyer will deliver a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$1,000.00 as earnest money with American Land Title (title company) at 620 S. Taylor Street (address) LaDonna Bonner-Gist (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- ☐ (ii) _____.
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

- A. **Title Policy:**
- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within _____ days after the effective date:

- ☒ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- ☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- ☒ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 5 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate

this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

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

7. PROPERTY CONDITION:

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

- B. Feasibility Period: Buyer may terminate this contract for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination.

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

- ☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

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

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

- (a) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

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

(i) The additional independent consideration.

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

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

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

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (3) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*
 - ☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
 - ☐ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - ☒ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
 - ☒ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - ☐ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
 - ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
 - ☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
 - ☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
 - ☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
 - ☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
 - ☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
 - ☐ (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
 - ☐ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

- ☐ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
☐ (p) _____

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

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

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

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

8. LEASES:

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

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

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

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Gaut Whittenburg Emerson CRE

Cooperating Broker: _____

Agent: Jeff Gaut

Agent: _____

Address: 600 S. Tyler Street Suite 101

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: jeff@gwamarillo.com

E-mail: _____

License No.: 695613

License No.: _____

Principal Broker: (Check only one box)

Cooperating Broker represents Buyer.

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

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

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

Principal Broker a total cash fee of:

Cooperating Broker a total cash fee of:

☒ 6.000 % of the sales price.

☐ _____ % of the sales price.

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

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

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

10. CLOSING:

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

(1) ☒ 5 days after the expiration of the feasibility period.

☐ _____ (specific date).

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

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

- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☐ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
 - (3) an assignment of all leases to or on the Property;
 - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) service, utility, maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
 - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
 - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
 - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
- 11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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

13. SALES EXPENSES:

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

14. PRORATIONS:

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

(TXR-1801) 07-08-22

Initialed for Identification by Seller _____, _____ and Buyer _____, _____

Page 9 of 15

- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
 - (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
 - (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
 - (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

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

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

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

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

- (10) any material physical defects in the improvements on the Property; or
- (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

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

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

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

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
 - ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
 - ☐ (3) Commercial Contract Financing Addendum (TXR-1931);
 - ☐ (4) Commercial Property Condition Statement (TXR-1408);
 - ☐ (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - ☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
 - ☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (8) Addendum for Coastal Area Property (TXR-1915);
 - ☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - ☒ (10) Information About Brokerage Services (TXR-2501);
 - ☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
 - ☐ (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);
 - ☐ (13) _____

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

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

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

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

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used*).

- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

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

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

Seller: FIELDS CYRUS M JR Buyer: The City of Amarillo

By: _____ By: _____
By (signature): _____ By (signature): _____
Printed Name: _____ Printed Name: _____
Title: _____ Title: _____

By: _____ By: _____
By (signature): _____ By (signature): _____
Printed Name: _____ Printed Name: _____
Title: _____ Title: _____

(TXR-1801) 07-08-22

Page 14 of 15

AGREEMENT BETWEEN BROKERS

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

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

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

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

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

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

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

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

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

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____
on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

Amarillo City Council Agenda Transmittal Memo



ITEM 2H

Meeting Date	January 10, 2023	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner – Director of Aviation		

Agenda Caption

CONSIDER: AWARD – ANNUAL AIRPORT WILDLIFE MITIGATION SERVICES.

Award to: Bug Tech - \$100,000.00

Agenda Item Summary

The item includes a 1-year contract for wildlife mitigation for the Rick Husband Amarillo International Airport. This mitigation is required by federal regulation, as a component of the Airport's Wildlife Hazard Management Plan.

Requested Action

Approval of the 1-year Wildlife Mitigation Contract request.

Funding Summary

The Wildlife Mitigation Service Contract will be purchased utilizing the Airport O&M line item for Airfield Improvements. This contract will be reimbursed by the TXDOT Ramp Grant at 50%.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of the 1 Year - Wildlife Mitigation Services Contract. This purchase is to ensure compliance with federal regulations.

Amarillo Airport Wildlife Mitigation
 Opened 4:00 p.m. December 9, 2022

To be awarded as one lot BUG TECH

Line 1 Wildlife Mitigation Services per specifications

1 yr Unit Price \$100,000.00
 Extended Price 100,000.00

Bid Total \$ 100,000.00 Not to Exceed
 City Lubbock, TX

Amarillo City Council

Agenda Transmittal Memo



ITEM 21

Meeting Date	January 10, 2023	Council Priority	Fiscal Responsibility
Department	Central Stores		
Contact	Trae Kepley		

Agenda Caption

CONSIDER AWARD – WATERWORKS SUPPLY AGREEMENT

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

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

Agenda Item Summary

Consider approval of the award of the Waterworks Supply Agreement bid 7377

Requested Action

Consider approval of the award of the Waterworks Supply Agreement bid 7377

Funding Summary

Funding is available in the inventory account 1000.15400

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval of award

Bid No. 7377 WATERWORKS FITTINGS SUPPLY AGREEMENT
 Opened 4:00 p.m. November 17, 2022

To be awarded by line item	PREMIER WATERWORKS	FERGUSON ENTERPRISES	CORE & MAIN
Line 1 Tap Saddle, 6" x 4" Fast Fit With Epoxy Kit, Pint, per specifications 200 ea			
Unit Price	\$55.800	\$80.000	\$80.000
Extended Price		11,160.00	16,000.00
Line 2 Pipe 1" municipex, per specifications 10 bx			
Unit Price	\$175.000	\$97.040	1,970.40
Extended Price	1,750.00		
Line 3 Pipe, 4" DR18 C900 Water Belled End 20', per specifications 10 ft			
Unit Price	\$134.200	1,342.00	\$128.000
Extended Price			1,280.00
Line 4 Pipe, 6" DR18C900 Water Belled End 20', per specifications 56 ft			
Unit Price	\$274.400	15,366.40	\$262.000
Extended Price			14,672.00
Line 5 Pipe, 10" DR18 C900 Water Belled End, 20', per specifications 4 ft			
Unit Price	\$706.000	2,824.00	\$673.750
Extended Price			2,695.00
Line 6 Pipe, 12" DR18 C900 Water Belled End, 20', per specifications 6 ft			
Unit Price	\$994.000	5,964.00	\$950.000
Extended Price			5,700.00
Line 7 Primer, Insert Stiffeners, 1", per specifications 400 ea			
Unit Price	\$1.720	688.00	\$1.490
Extended Price			596.00

To be awarded by line item	PREMIER WAERWORKS	FERGUSON ENTERPRISES	CORE & MAIN
Line 8 Repair Clamp, 2" x 8" F/C, SS, Single Panel Powerseal 3121AS or Equal, per specifications 100 ea	Unit Price \$75.000 Extended Price 7,500.00	Unit Price \$73.090 Extended Price 7,309.00	Unit Price \$43.820 Extended Price 4,382.00 ✓
Line 9 Repair Clamp, 6" x 10" F/C, SS, Double Panel Powerseal 312AS or Equal, per specifications 60 ea	Unit Price \$217.000 Extended Price 13,020.00	Unit Price \$212.310 Extended Price 12,738.60	Unit Price \$154.000 Extended Price 9,240.00 ✓
Line 10 Tapping Clamp, 6" x 10", 1" Tap F/C, SS, Including Lugs Powerseal 3132AS or Equal, per specifications 10 ea	Unit Price \$258.000 Extended Price 2,580.00	Unit Price \$252.060 Extended Price 2,520.60	Unit Price \$169.000 Extended Price 1,690.00 ✓
Line 11 Compression Coupling, 2" x 5" for Cast Iron & C900 Pipe Ford FCI Not Acceptable Per the Water Department, per specifications 200 ea	Unit Price \$73.000 Extended Price 14,600.00	Unit Price \$64.920 Extended Price 12,984.00	Unit Price \$30.000 Extended Price 6,000.00 ✓
Line 12 Compression Coupling, 6" x 5" for Cast Iron & C900 Pipe Powerseal 3501-68 or Equal, per specifications 300 ea	Unit Price \$179.000 Extended Price 53,700.00	Unit Price \$158.720 Extended Price 47,616.00	Unit Price \$83.000 Extended Price 24,900.00 ✓
Line 13 Compression Coupling, 8" x 5" for Cast Iron & C900 Pipe Powerseal 3501-88 or Equal, per specifications 40 ea	Unit Price \$235.000 Extended Price 9,400.00	Unit Price \$206.770 Extended Price 8,270.80	Unit Price \$108.000 Extended Price 4,320.00 ✓

To be awarded by line item	PREMIER WAERWORKS	FERGUSON ENTERPRISES	CORE & MAIN
Line 14 Compression Coupling, 10" x 6" for Cast Iron & C900 Pipe Powersseal 3501-10B or Equal, per specifications			
10 ea			
Unit Price	\$295.000	\$261.630	\$169.000
Extended Price	2,950.00	2,616.30	1,690.00
Line 15 Compression Coupling, 12" x 6" for Cast Iron & C900 Pipe Powersseal 3501-12B or Equal, per specifications			
10 ea			
Unit Price	\$365.000	\$324.170	\$272.000
Extended Price	3,650.00	3,241.70	2,720.00
Line 16 Gate Valve, 2" Brass Rising Stem, No Lead Non Rising Stems Are Not Acceptable, Please Bid High Rising Stems Only, per specifications			
60 ea			
Unit Price		\$198.380	
Extended Price	-	11,902.80	-
Line 17 Reducer, 4" x 3" DWV PVC, per specifications			
60 ea			
Unit Price		\$13.140	\$16.350
Extended Price	-	788.40	981.00
Line 18 Bend, 4" DWV 1/16 PVC 22-1/2 Degree, per specifications			
40 ea			
Unit Price		\$12.350	\$13.200
Extended Price	-	494.00	528.00
Line 19 Bend, 4" DWV 1/8 PVC 45 Degree per specifications			
80 ea			
Unit Price		\$14.670	\$8.360
Extended Price	-	1,173.60	668.80
Line 20 Gasket, 4" PVC Predco 450-405 or Equal, per specifications			
100 ea			
Unit Price		\$19.080	\$40.000
Extended Price	-	1,908.00	4,000.00

To be awarded by line item		PREMIER WAERWORKS	FERGUSON ENTERPRISES	CORE & MAIN
Line 21 Coupling, 6" Clay x 6" C.I., Stainless Steel, Shear Rings Mission Rubber MR 56 66 ARC or Equal, per specifications				
160 ea				
Unit Price		\$71.600	11,456.00	\$9,250
Extended Price				1,480.00
Bid Total		109,150.00	164,334.60	103,542.80
Award by Vendor		\$1,750.00	\$26,253.20	\$82,033.80
City		Lubbock, TX	Lubbock, TX	Lubbock, TX

Amarillo City Council Agenda Transmittal Memo



ITEM 2J

Meeting Date	January 10, 2023	Council Priority	Fiscal Responsibility
Department	Central Stores		
Contact	Trae Kepley		

Agenda Caption

CONSIDER AWARD – PAPER GOODS SUPPLY AGREEMENT

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

Agenda Item Summary

Consider approval of the award of the Paper Goods Supply Agreement Bid 7376.

Requested Action

Consider approval of the award of the Paper Goods Supply Agreement Bid 7376.

Funding Summary

Funding is available in inventory account 1000.15400.

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval of award

Bid No. 7376 PAPER GOODS SUPPLY AGREEMENT
 Opened 4:00 p.m. November 17, 2022

To be awarded by line item.		MSC	WAGNER SUPPLY	MAYFIELD PAPER	EMPIRE PAPER COMPANY	QUILL LLC	MAVICH	COMPETITIVE CHOICE INC
Line 1 Toilet Tissue, Georgia Pacific 19880 or Kimberly Clark 04460 is the only acceptable toilet tissue, per specifications								
300 ca								
Unit Price	\$42.500	\$50.600	\$57.850	\$52.540	\$59.390	\$53.550	\$91.900	
Extended Price	12,750.00	15,180.00	17,355.00	15,762.00	17,817.00	16,065.00	27,570.00	
Line 2 Towels, Multi-Fold Paper, Georgia Pacific 20887 is the only acceptable brand and model, no other towels will fit in our dispensers, per specifications								
2,520 ca								
Unit Price	\$55.730	\$31.800	\$33.410	\$46.360	\$63.110	\$76.200		
Extended Price	140,439.60	80,135.00	116,827.20	84,193.20	159,037.20	192,024.00		
Bid Total	153,189.60	95,316.00	17,355.00	99,955.20	134,644.20	175,102.20	219,594.00	
Award by Vendor	\$ 12,750.00	\$ 80,136.00						
City	Fort Worth, TX	Lubbock, TX						

Amarillo City Council

Agenda Transmittal Memo



ITEM 2K

Meeting Date	January 10, 2023	Council Priority	N/A
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Department	Information Technology
Contact	Missy Tucker, Director

Agenda Caption

CONSIDER AWARD – WIRELESS COMMUNICATIONS SERVICES CONTRACT

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

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

Agenda Item Summary

The City wishes to award a contract with Innovative Financial Technologies LLC dba AW Broadband for implementation of point-to-point and point-to-multipoint wireless technology solutions. This is inclusive of microwave communication or Wi-Fi communications systems.

Requested Action

Approval of award to Innovative Financial Technologies LLC dba AW Broadband – Not to exceed \$500,000.00 per year. This is a one-year contract, with the option to renew four additional one-year terms, upon mutual agreement of the parties.

Funding Summary

Funding is available in relevant departmental accounts who utilize these goods/services.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

[illegible]

Amarillo City Council

Agenda Transmittal Memo



ITEM 2L

Meeting Date	January 10, 2023	Council Priority	N/A
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Department	Information Technology – Missy Tucker
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Agenda Caption

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

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

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

Agenda Item Summary

This item represents a 1-year support and maintenance renewal for ArcGIS software provided by ESRI. ArcGIS is a geographic information system software program utilized by multiple City departments for mapping of various types of infrastructure.

Requested Action

Approval of award to ESRI Inc in the amount of \$53,867.84.

Funding Summary

Funding is available in 62024.69300 and 54110.62010.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 7419 ESRI Software Support Renewal
 Opened 4:00 p.m., November 23, 2022

To be awarded as one lot		ESRI
Line 1 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance, per specifications		
1 ea		
Unit Price	\$3,022.50	
Extended Price		3,022.50
Line 2 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance, per specifications		
2 ea		
Unit Price	\$1,209.00	
Extended Price		2,418.00
Line 3 ArcGIS Desktop Standard Concurrent Use Primary Maintenance, per specifications		
2 ea		
Unit Price	\$1,511.25	
Extended Price		3,022.50
Line 4 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance, per specifications		
9 ea		
Unit Price	\$1,209.00	
Extended Price		10,881.00
Line 5 ArcGIS Desktop Basic Concurrent Use Primary Maintenance, per specifications		
1 ea		
Unit Price	\$705.25	
Extended Price		705.25

Line 6 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance, per specifications	4 ea	Unit Price	\$503.75	Extended Price	2,015.00
Line 7 ArcGIS Spatial Analyst Desktop Concurrent Use Primary Maint, per specifications	1 ea	Unit Price	\$503.75	Extended Price	503.75
Line 8 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance, per specifications	1 ea	Unit Price	\$503.75	Extended Price	503.75
Line 9 ArcGIS for Desktop Basic Single Use Primary Maintenance, per specifications	2 ea	Unit Price	\$403.00	Extended Price	806.00
Line 10 ArcGIS for Desktop Basic Single Use Secondary Maintenance, per specifications	2 ea	Unit Price	\$302.25	Extended Price	604.50
Line 11 ArcGIS for Desktop Standard Single Use Primary Maintenance, per specifications	1 ea	Unit Price	\$1,511.25		

	Extended Price	1,511.25
Line 12 ArcGIS for Desktop Standard Single Use Secondary Maint, per specifications		
4 ea		
Unit Price	\$1,209.00	
Extended Price		4,836.00
Line 13 ArcGIS Network Analyst Desktop Concurrent Use Primary Maintenance, per specifications		
1 ea		
Unit Price	\$503.75	
Extended Price		503.75
Line 14 ArcGIS Online Viewer Annual Subscription, per specifications		
3 ea		
Unit Price	\$98.74	
Extended Price		296.22
Line 15 State and Local Public Safety Names User Program ArcGIS Online Viewer in Continually Staffed Environment Annual Subscription, per specifications		
2 ea		
Unit Price	\$50.38	
Extended Price		100.76
Line 16 ArcGIS Enterprise Creator Annual Subscription, per specifications		
5 ea		
Unit Price	\$492.67	
Extended Price		2,463.35
Line 17 ArcGIS Insights in ArcGIS Enterprise Annual Subscription, per specifications		

5 ea				
Unit Price	\$492.67			
Extended Price		2,463.35		
Line 18 ArcGIS Enterprise Standard Up to Four Cores Maintenance, per specifications				
1 ea				
Unit Price	\$5,037.50			
Extended Price		5,037.50		
Line 19 ArcGIS Online Mobile Worker Annual Subscription , per specifications				
10 ea				
Unit Price	\$344.57			
Extended Price		3,445.70		
Line 20 State and Local Public Safety Named User Program ArcGIS Online Mobile Worker in Continually Staffed Environment Annual Subscription, per specifications				
15 ea				
Unit Price	\$176.31			
Extended Price		2,644.65		
Line 21 ArcGIS Business Analyst Standard Online Buncle Annual Subscription, per specifications				
1 ea				
Unit Price	\$1,083.06			
Extended Price		1,083.06		
Line 22 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle, per specifications				
1 ea				
Unit Price	\$5,000.00			

Extended Price	5,000.00
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Line 23 ArcGIS for Server Enterprise
Standard Up to Four Cores Migrated
Maintenance. Items equals \$2,000.00 of
the bundled price., per specifications

1 ea	
Unit Price	\$0.00
Extended Price	

Line 24 ArcGIS for Server Enterprise
Basic Up to Four Cores Migrated
Maintenance
Item equals \$3,000.00 of the bundled
price., per specifications

1 ea	
Unit Price	\$0.00
Extended Price	

Bid Total	53,867.84
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Award by Vendor
City

\$ 53,867.84
Redlands, CA

Amarillo City Council

Agenda Transmittal Memo



ITEM 2M

Meeting Date	January 10, 2023	Council Priority	City Infrastructure
Department	Facilities Department		
Contact	Kyle Schniederjan, Director of CP&DE		

Agenda Caption

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

(Contact: Jerry Danforth, Facilities Director)

Award to: Ingrams Flooring - \$75,672.00

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

Agenda Item Summary

This bid is for the replacement contract with Ingrams Flooring for the demolition, site preparation, security, and installation of new carpeting at 1000 S. Polk Street in Amarillo, Texas in coordination with the City of Amarillo Facilities Department, and according to the terms, specifications, and timelines set in the contract. The existing carpeting is rapidly failing, and the City of Amarillo is no longer able to continue repairs, as this carpeting is at the end of its lifecycle. The new carpeting will reduce the amount of manpower needed to keep it functional and safe, as well as improve the overall look of the facility.

Requested Action

Approval and award of the replacement contract to Ingrams Flooring for the total amount of \$75,672.00.

Funding Summary

This project is City of Amarillo funded as authorized through Capital Improvements. (City Job# 435032.17400.1040)

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of contract award to Ingrams Flooring to replace the carpeting for the total amount of \$75,672.00

Bid No. 7393 Remove and Replace Carpeting at the Bivins Memorial Building for the City of Amarillo
 Opened 4:00 p.m., December 15, 2022

To be awarded as one lot		INGRAMS FLOORING	MBW SERV CORP (SERVPRO)
Line 1 Furnish all necessary superintendence, labor, materials, tools, equipment, machinery and apparatus, and whatever else may be necessary to complete all the work covered by this Proposal within the time stated, per specifications			
1 ea			
Unit Price	\$75,672.000	\$97,516.000	
Extended Price	75,672.00	97,516.00	
Bid Total	\$ 75,672.00	\$ 97,516.00	
Awarded by Vendor	\$ 75,672.00		
City	Amarillo, TX		

Amarillo City Council

Agenda Transmittal Memo



ITEM 2N

Meeting Date	January 10, 2023	Council Priority	Fiscal Responsibility
Department	Central Stores		
Contact	Trae Kepley		

Agenda Caption

CONSIDER AWARD – PLUMBING AND MECHANICAL SUPPLIES ANNUAL CONTRACT

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

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

Agenda Item Summary

Award of Plumbing and Mechanical Supplies Annual Contract to be used by various city departments.

Requested Action

Considers the award of a contract for the purchase of Plumbing and Mechanical Supplies Annual Contract (Buy Board Contract #657-21)

Funding Summary

Funding for this award is available in departments' R&M Improvement accounts: Facilities 1252.68100; Park Maintenance 1861.68100; Golf Operations 1811.68400; Surface Water 52200.68100; Airport 54110.68101; Hollywood Road 52270.68300; and River Road 52260.68300

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of this contract.

Bid No. 7145 (Renewal) Plumbing & Mechanical Supplies Annual Contract
 Opened 4:00 p.m. December 9, 2022

To be awarded as one lot MORRISON SUPPLY COMPANY

Line 1 Annual Contract for plumbing and mechanical supplies, per specifications

1 ea	
Unit Price	\$200,000.000
Extended Price	200,000.00

Bid Total	200,000.00
-----------	------------

Award by Vendor

\$ 200,000.00
 (not to exceed)

City

Amarillo, TX

Amarillo City Council Agenda Transmittal Memo



ITEM 3A

Meeting Date	December 13, 2022	Council Priority	Regular Agenda Item- Public Hearing
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Department	Planning and Development Services Brady Kendrick – Planner II
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Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8037

Public hearing and second and final reading to consider an ordinance appealing the decision by the Amarillo Planning and Zoning Commission to deny the request for the vacation of a 0.10-acre public Right-of-way (alley), located between Lot 3-A and Lot 3-B, Block 72, Replat of Lot 3, Block 72 Ridgecrest Unit No. 14, an addition to the City of Amarillo, in Section 7, Block 9, B.S.&F. Survey, Randall County, Texas.

VICINITY: SW 45th Ave. and Teckla Blvd.

APPLICANT/S: Che Shadle for Opportunity Sky Capital, LLC

Agenda Item Summary

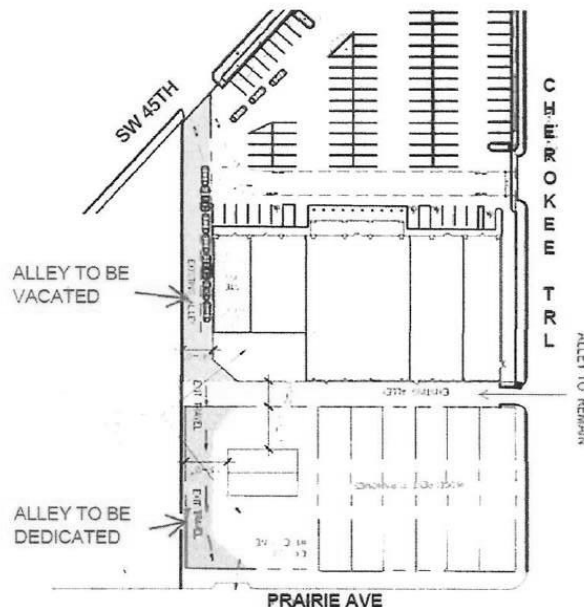
This vacation request was considered and DENIED by the Planning and Zoning Commission at their November 7, 2022 regularly scheduled meeting. The applicant has appealed the Planning and Zoning Commission's decision and is the reason for Council consideration.

Proposal

The applicant is requesting vacation of the just mentioned alley segment in order to be able to install a drive-thru lane in the area now dedicated as a public alley. The drive-thru lane is for an upcoming fast-casual restaurant to be located at the western most tenant space of the existing multi-tenant retail building.

Because the area proposed for a drive-thru lane is currently public right-of-way, use for such purposes is not allowed and is the reason for the vacation request.

A site plan illustration depicting the alley segment requested to be vacated, alley segment to remain, and new alley segment proposed to be dedicated is shown below:



Analysis

Below is a summary of comments from Development Service Departments that have remarks regarding the applicant's request (all other departments have no statement regarding the request after review):

Solid Waste:	No impact on existing services will occur should the alley segment be vacated and the new alley segment be dedicated. Moreover, shifting the solid waste collection route southward to Prairie Ave could avoid unsafe traffic conflicts in SW 45 th Ave.
Utilities:	Existing water and sewer service will not be impacted as existing utility lines in the alley segment to be vacated will remain in place and be covered by a Public Utility Easement.
Engineering:	No changes to existing drainage patterns will occur should the applicant's request be approved.
Traffic Engineering:	A traffic count was performed on Cherokee and Prairie rights-of-ways. The resulting traffic counts were such that Traffic Engineer did not express any concern with allowing the vacation and subsequent re-routing of traffic to the south onto Prairie.

As with any request to vacate public right-of-way, an applicant is required to either pay fair market value to acquire the alleyway, dedicate an area of equal or greater value, pay only the higher cost of the fair market value or the relocation cost, or complete a combination of these requirements. In this case, with an area of equal or greater value being retained (Public Utility Easement) and dedicated (alley segment to the south), no Fair Market Value payment is needed.

It is worth noting that should this request be approved, the next item on the agenda will be to consider the dedication of an alley segment south of the area requested to be abandoned so that through access is provided. Also of note, if approved, the alley segment will revert to private property and will be equally divided (10ft) between the two adjacent property owners.

Requested Action/Recommendation

Notices were sent to all property owners within 200 feet as required by State Law. At the time of this writing, five comments have been received regarding the request with one being in the form of a general inquiry and four being in opposition to the request.

The concerns expressed by four in opposition to the request include the following:

- tenants of townhomes losing direct access to SW 45th Avenue if approved.
- traffic would dramatically increase in the remaining portions of the alley and surrounding streets. Vehicles have struck utility infrastructure in the existing alley and could become more common with an increase in traffic as a result of the drive-thru being installed.
- lower property values that share a boundary with the alley.
- increase in traffic that would result in the faster decline of the alley's condition.
- vacation takes away public rights and the ability to access the alley the property owner to the west currently has and vacation serves no public purpose and would only benefit one property owner at the detriment of others. A representative of the property owner to the west also commented that it was his belief that an existing case law could have bearing on a municipality's ability to approve such a request.
- if closed, traffic would use the site west of the alley segment to be vacated, as a short-cut to the next street over and would create a safety issue.
- if repair to the utility mains in the segment considered for vacation had to occur, negative impacts to trash service would occur.

When considering the above request and information it was City Staff's opinion that the applicant's request would not negatively impact the City's ability to continue to provide public services to adjacent properties (water, sewer, solid waste, etc.) That said and after considering comments made during the Planning Commission meeting, the Planning Commissioners did not believe the request was appropriate and recommended to **DENY** as presented with a 5-0 vote with one member abstaining.

ORDINANCE NO. 8037

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR PUBLIC RIGHT-OF-WAY (ALLEY) IN THE VICINITY OF SOUTHWEST FORTY-FIFTH AVENUE AND CHEROKEE TRAIL, RANDALL COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED RIGHTS-OF-WAY, SAVE AND EXCEPT A PUBLIC UTILITY EASEMENT; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO ABUTTING LANDOWNERS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, Opportunity Sky Capital, LLC petitioned to abandon a 0.10 acre portion of alley right-of-way located in the vicinity of Southwest Forty-Fifth Avenue and Cherokee Trail, Randall County, Texas; and

WHEREAS, after reviewing information presented, the Planning and Zoning Commission of the City of Amarillo has recommended to the City Council that there is a public necessity to continue the public use of the following-described alley right-of-way; and

WHEREAS, the City Council, having reviewed said recommendation and having considered all relevant information pertaining to the proposed vacation described below, is of the opinion that same does not have a public necessity and is not needed for public purposes; and

WHEREAS, the City Council further decides that the City shall retain a Public Utility Easement over the entire area of abandonment of said right-of-way, which is retained for current utilities; and

WHEREAS, the City Council further determined that this alley right-of-way vacation and abandonment is not detrimental or injurious to the public health, safety or general welfare, and is in the best interest of the City of Amarillo's citizens.

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

SECTION 1: The herein-described alley right-of-way be vacated and abandoned for public purposes:

Vacation of a 0.10 acre public Right-of-way (alley), located between Lot 3-A and Lot 3-B, Block 72, Replat of Lot 3, Block 72 Ridgecrest Unit No. 14, an addition to the City of Amarillo, in Section 7, Block 9, B.S.&F. Survey, Randall County, Texas, being described in Exhibit A attached herein.

SAVE AND EXCEPT: A Public Utility Easement is hereby retained over the entire area of abandonment.

SECTION 2: The City Manager is authorized to execute an instrument of conveyance to abutting landowner(s) as allowed by law.

SECTION 3: Repealer. All ordinances and resolutions or parts thereof in conflict with this Ordinance are hereby repealed to the extent of conflict with this Ordinance.

SECTION 4: Severability. If any provision, section, subsection, clause or the application of sale 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

V-22-04

LSS 11/28/2022

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 5: Effective Date. This Ordinance shall be 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 this the 13th day of December, 2022; and PASSED on Second and Final Reading this the 10th day of January, 2023.

Ginger Nelson, Mayor

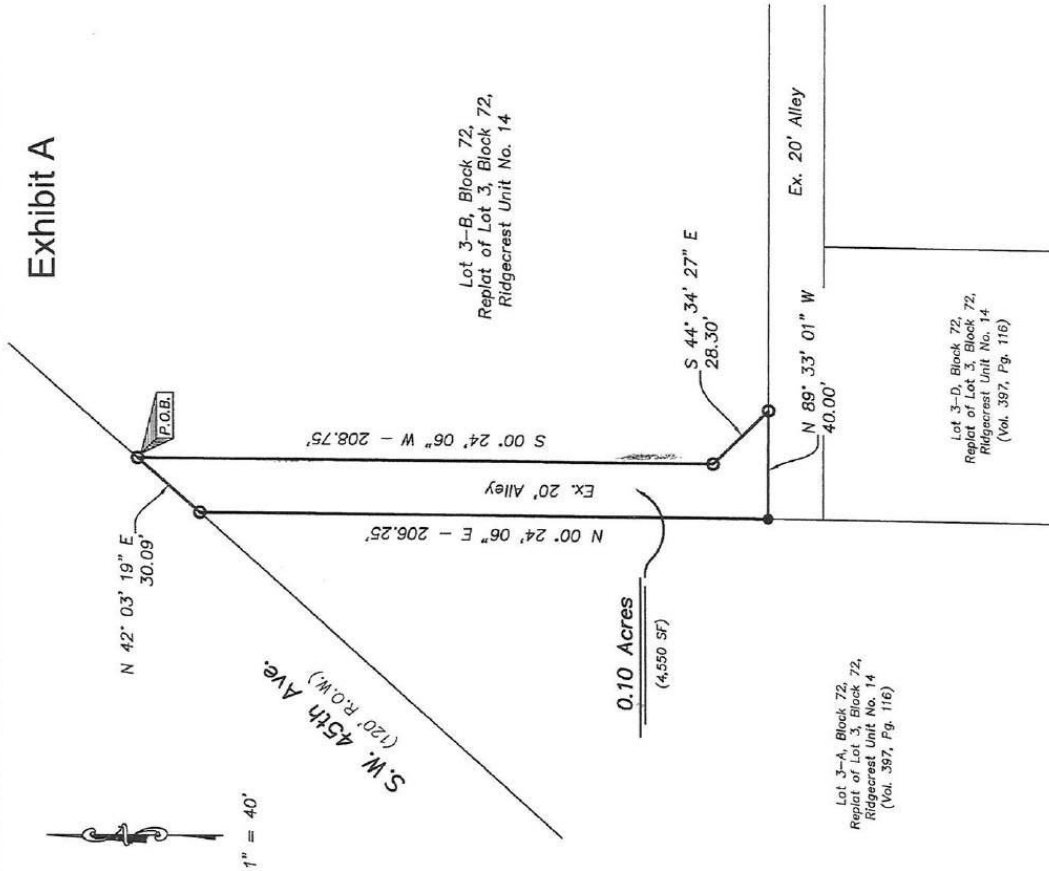
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Exhibit A



LEGEND

- = 1/2" Iron Rod Set w/ Yellow Cap
- = Mag Nail Found

NOTES

Bearings based on the U.S. State Plane Coordinate System (NAD83) - Texas North Zone 4201

Distances shown are ground distances. Grid to ground scale factor: 1.0002507

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

IN WITNESS THEREOF, my hand and seal, this the 16th day of September, A.D., 2022.



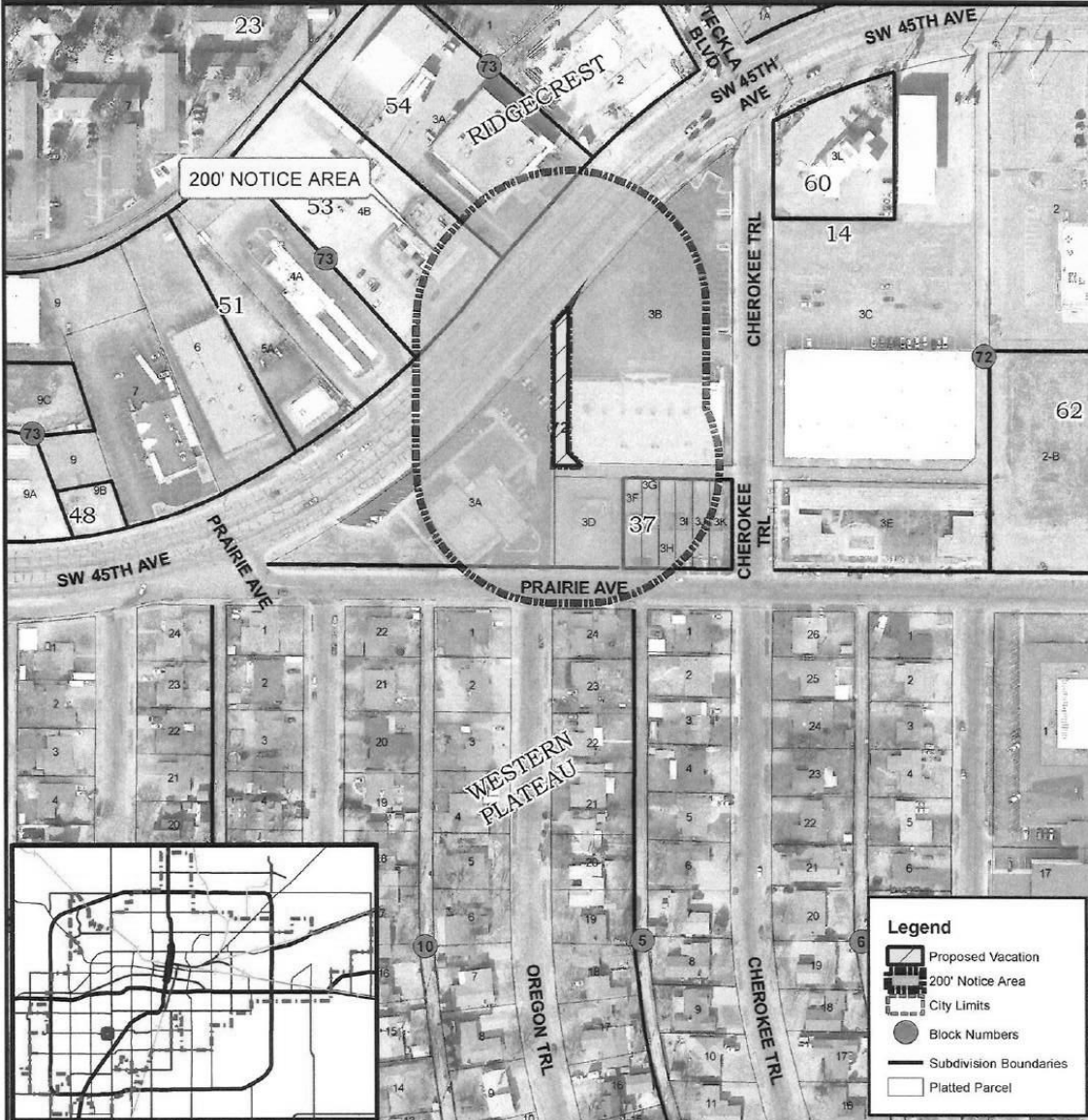
Richard E. Johnson
Richard E. Johnson
Registered Professional
Land Surveyor #4263

Lot 3-A, Block 72,
Replat of Lot 3, Block 72,
Ridgecrest Unit No. 14
(Vol. 397, Pg. 116)

A Plat of 0.10 Acres out of Replat of Lot 3, Block 72,
Ridgecrest Unit No. 14, City of Amarillo,
Randall County, Texas

SCALE: 1" = 40'	DATE: September 2022	Firm No. 10090900	DRAWN BY: JA
FILE NAME:			
		806-352-7117 2420 Lakeview Drive Amarillo, Texas 79109	
OJD Engineering, L.L.C.		DRAWING NUMBER	
Consulting Engineers & Surveyors		20' Alley Vocation	

**CASE V-22-04
RIDGECREST UNIT 14
ALLEY VACATION**



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 200 feet
Date: 10/4/2022
Case No: V-22-04



Vacation of a 0.10 acre public Right-of-way (alley), located between Lot 3-A and Lot 3-B, Block 72, Replat of Lot 3, Block 72 Ridgecrest Unit No. 14, an addition to the City of Amarillo, in Section 7, Block 9, B.S.&F. Survey, Randall County, Texas.

Applicant: Che Shadle for Opportunity Sky Capital LLC

Vicinity: SW 45th Avenue and Cherokee Trail

AP: K-14

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

Amarillo City Council

Agenda Transmittal Memo



ITEM 3B

Meeting Date	January 10, 2023	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Brady Kendrick – Planner II
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Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8038

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

VICINITY: Georgia St. and S.W. 58th Ave.

APPLICANT/S: Che Shadle for Llano Construction Company LLC

Agenda Item Summary

Adjacent land use and zoning

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

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

Proposal

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

Analysis

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

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

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

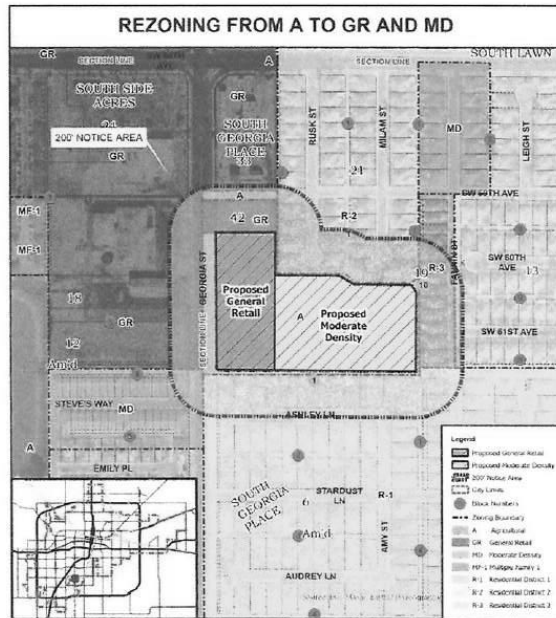
Regarding the remainder of the tract, the Parks-Recreation category calls for public parks and open space to be the predominant development type featured. This land use category was assigned to this area likely due to the fact that the tract is located within the 100 year flood hazard boundary and also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

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

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

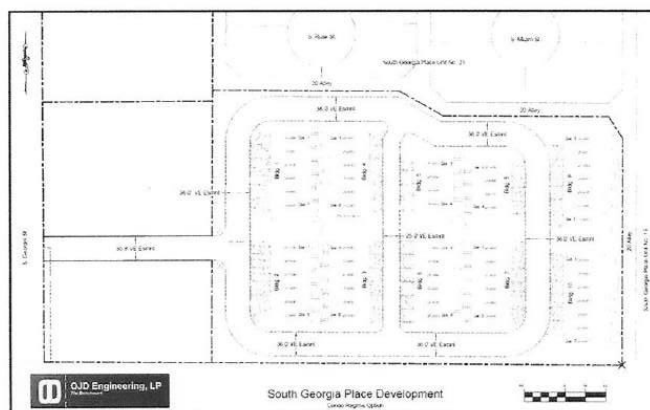
Regarding the Neighborhood Unit Concept of Development (NUC), the concept calls for more intensive uses such as commercial, retail, office, and multi-family development to be located at or near Section Line Arterial Intersections with intensity of use and/or zoning decreasing inward towards the center/middle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

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



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

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



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

Requested Action/Recommendation

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

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

ORDINANCE NO. 8038

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

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

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

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

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

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 10th day of January, 2023 and PASSED on Second and Final Reading on this the 24th day of January, 2023.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

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

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

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

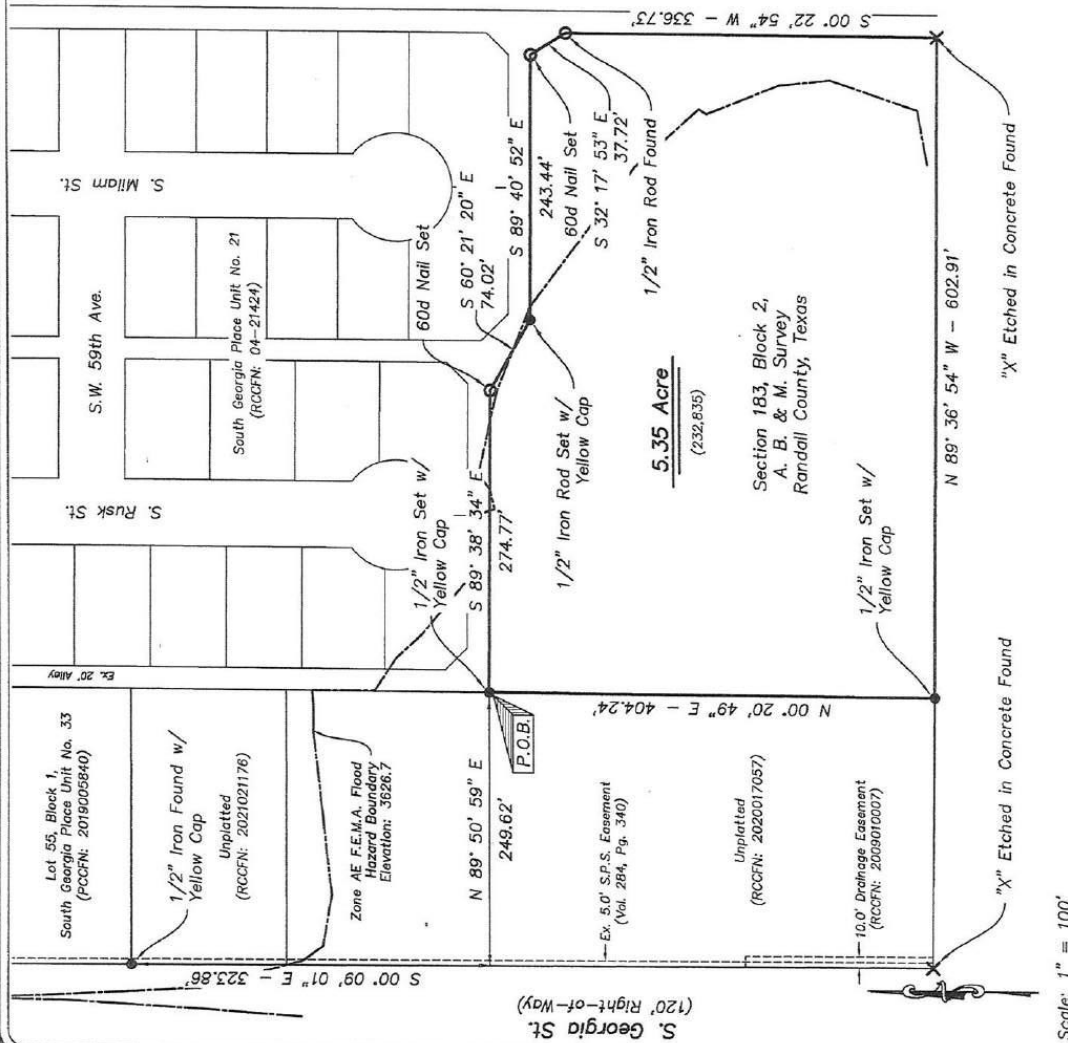
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STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS,
COUNTY OF COLLINGSWORTH : Professional Land Surveyor, do hereby
certify that I did cause to be surveyed
on the ground the tract of land shown on this plat, and to the best
of my knowledge and belief,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

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




Richard E. Johnson
Registered Professional
Land Surveyor #4263



Scale: 1" = 100'

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

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

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

Consulting Engineers & Surveyors <i>Moderate Density Rezoning</i>	DRAWING NUMBER
--	----------------

Exhibit B

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

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

According to the F.E.M.A. Flood Insurance Rate Map Community Panel No. 48391C0090E, effective date June 4, 2010, this property does appear to be located in a special flood hazard area as shown thereon. The undersigned surveyor does not accept responsibility for the accuracy of the F.E.M.A. Map upon which this opinion is based.

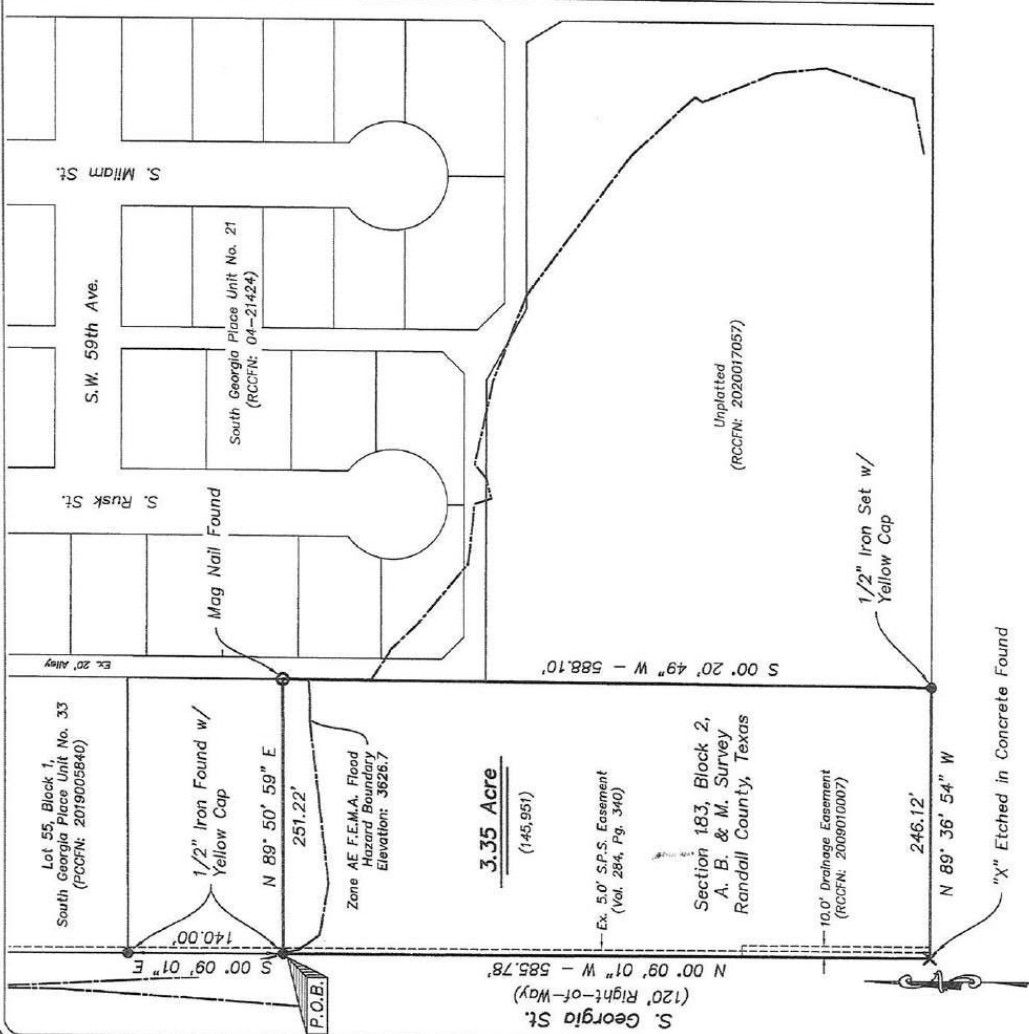
* * * * *

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

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



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



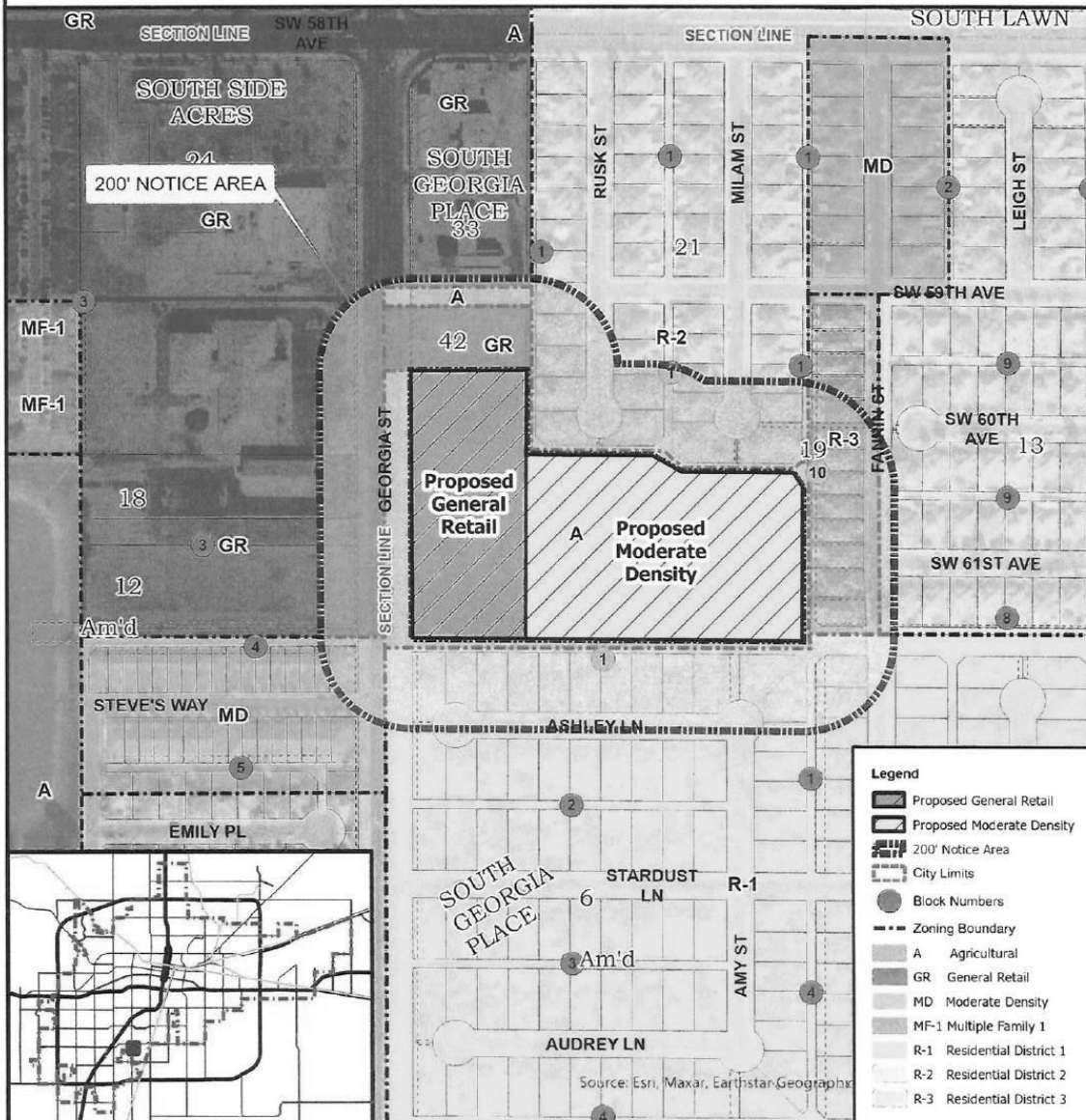
Scale: 1" = 100'

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

SCALE: 1" = 100'	FIRM NO. 10080900	DRAWN BY: JA
DATE: November 2022		FILE NAME:
OJD Engineering, L.L.C. Consulting Engineers & Surveyors 905-417-2503 P.O. Box 2503 Wellington, Texas 79005		
DRAWING NUMBER		

General Retail Rezoning

REZONING FROM A TO GR AND MD



CITY OF AMARILLO PLANNING DEPARTMENT

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



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

Owner: Josh Langham for Llano Construction, LLC

Vicinity: S Georgia St & SW 58th Ave

AP: M-16

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

Amarillo City Council

Agenda Transmittal Memo



ITEM 3C

Meeting Date	January 10, 2023	Council Pillar	Fiscal Responsibility
Department	City Manager's Office		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

DISCUSSION AND CONSIDERATION OF ORDINANCE 8039

(Contact: Laura Storrs, Assistant City Manager)

Discussion and consideration of all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Drainage Utility System Revenue Bonds, Series 2023", including the adoption of an ordinance authorizing the issuance of such bonds.

Agenda Item Summary

This ordinance authorizes the issuance of "CITY OF AMARILLO, TEXAS, DRAINAGE UTILITY SYSTEM REVENUE BONDS, SERIES 2023"; prescribing the forms, terms, and provisions of said bonds; pledging the net revenues of the City's Drainage Utility System to the payment of the principal of and interest on said bonds; enacting provisions incident and related to the issuance, payment, security, sale and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement, and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date. The proceeds will be used for improvements and construction of the City's drainage system.

Requested Action

Adopt the Ordinance authorizing the issuance of the Drainage Utility System Revenue Bonds, Series 2023.

Funding Summary

N/A

Community Engagement Summary

On October 1, 2022, a 6% rate increase went into effect to fund the debt service associated with this debt issuance along with increased operating and maintenance costs of the system. This rate increase was approved by Council through the annual budget process. At the November 8, 2022 City Council meeting, Council was presented information about this proposed debt issuance.

Staff Recommendation

City staff is recommending approval of the Ordinance.

Amarillo City Council

Agenda Transmittal Memo



ITEM 3D

Meeting Date	January 10, 2023	Council Pillar	Fiscal Responsibility
Department	City Manager's Office		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

DISCUSSION AND CONSIDERATION OF ORDINANCE 8040

(Contact: Laura Storrs, Assistant City Manager)

Discussion and consideration of all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, New Series 2023", including the adoption of an ordinance authorizing the issuance of such bonds.

Agenda Item Summary

This ordinance authorizes the issuance of "CITY OF AMARILLO, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, NEW SERIES 2023"; prescribing the forms, terms, and provisions of said bonds; pledging the net revenues of the City's Waterworks and Sewer System to the payment of the principal of and interest on said bonds; enacting provisions incident and related to the issuance, payment, security, sale and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement; and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date. The proceeds will be used to improve and extend the City's waterworks and sewer system.

Requested Action

Adopt the Ordinance authorizing the issuance of the Waterworks and Sewer System Revenue Bonds, New Series 2023.

Funding Summary

N/A

Community Engagement Summary

On October 1, 2022, a 10% rate increase went into effect to fund the debt service associated with this debt issuance along with increased operating and maintenance costs of the system. This rate increase was approved by Council through the annual budget process. At the November 8, 2022 City Council meeting, Council was presented information about this proposed debt issuance.

Staff Recommendation

City staff is recommending approval of the Ordinance.

Amarillo City Council

Agenda Transmittal Memo



ITEM 3E

Meeting Date	January 10, 2023	Council Pillar	Fiscal Responsibility
Department	City Manager's Office		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

DISCUSSION AND CONSIDERATION OF ORDINANCE 8041

(Contact: Laura Storrs, Assistant City Manager)

Discussion and consideration of all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023", including the adoption of an ordinance authorizing the issuance of such certificates of obligation.

Agenda Item Summary

This ordinance authorizes the issuance of "CITY OF AMARILLO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the City's waterworks and sewer system; specifying the terms and conditions of such certificates of obligation; resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of an Official Statement; and providing an effective date. The proceeds will be used for (i) acquiring, constructing, improving and installing improvements to and for landfill facilities, (ii) acquiring, constructing, improving and equipping park facilities and (iii) professional services rendered in connection therewith.

Requested Action

Adopt the Ordinance authorizing the issuance of the Combination Tax and Revenue Certificates of Obligation, Series 2023.

Funding Summary

N/A

Community Engagement Summary

On October 1, 2022, a 14% solid waste collection rate increase went into effect to fund the debt service associated with the landfill portion of this debt issuance along with increased operating and maintenance costs of the system. This rate increase was approved by Council through the annual budget process. The Colonies Public Improvement District (PID) Board and the Heritage Hills PID Board approved increases to assessments in their fiscal year 2022/2023 budgets to support the debt service associated with each PID. These assessments went into effect October 1, 2022. At the November 8, 2022 City Council meeting, Council was presented information about this proposed debt issuance and approved a resolution authorizing publication of notice of intention to issue certificates of obligation. The notice was posted in the Amarillo Globe News on November 18, 2022 and November 25, 2022 and was also posted on the City of Amarillo website.

Staff Recommendation

City staff is recommending approval of the Ordinance.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	January 10, 2023	Council Priority	Economic Development/Redevelopment
Department	Planning Department	Contact Person	Cody Balzen, Economic Development Specialist

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 01-10-23-2

This item to consider a resolution adopting a Neighborhood Empowerment Zone Policy, the creation of five Neighborhood Empowerment Zones, and the associated Development Guidelines for each zone.

Agenda Item Summary

Pursuant to Texas Local Government Code Chapter 378, this item will adopt a resolution establishing a City of Amarillo Neighborhood Empowerment Zone Policy and five Neighborhood Empowerment Zones, each containing individual Development Guidelines. These effectively make up the NEZ program to be administered by the Planning Department.

The five zones to be created by this resolution include:

- North Heights Neighborhood Plan Boundary
- Barrio Neighborhood Plan Boundary
- San Jacinto Neighborhood Plan Boundary
- Eastridge Neighborhood Plan Boundary
- Downtown Strategic Action Plan Boundary

This program will help further the ongoing small-scale planning efforts in these areas and is designed to improve neighborhood conditions by encouraging private reinvestment in housing, businesses, and services by utilizing the following incentives:

- Fee waivers associated with development review;
- Municipal property tax abatements (10-year maximum) for new construction or rehabilitation projects that invest at least 20% of the PRAD improvements value into the project; and,
- Sales tax rebates of .5% (5-year maximum) for new construction or rehabilitation projects that invest at least 20% of the PRAD improvements value into the project.

Staff will follow the NEZ Policy document to administer the program and utilize the Development Guidelines along with the neighborhood plans to determine if the project matches the efforts and goals for the zones.

The program is being established for a term of five years. At the end of this term, staff will evaluate the effectiveness of the program and bring a recommendation to City Council for the extension or termination of the program.

Requested Action

Approval of the resolution.

Funding Summary

Based on an analysis of the city's permitting data over a three-year period, it is estimated the city would waive an average of \$65,000 in fees associated with development review per year. Amounts not captured due to tax abatements and sales tax rebates would solely depend on project participation in this portion of the program and City Council's approval of these requests.

Community Engagement Summary

All the adopted neighborhood plans recommend incentive programs to encourage redevelopment and reinvestment. This project is considered an implementation step for the plans which were developed through community engagement processes. Additional meetings with the Neighborhood Associations, Center City TIRZ#1, and Center City of Amarillo Inc. were held to discuss the specific NEZ program goals and receive comments to help in the creation of the Development Guidelines for each zone.

Staff Recommendation

Staff recommends approval as presented.

RESOLUTION NO. 01-10-23-2

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

WHEREAS, the City Council of the City of Amarillo, Texas ("City"), desires to promote the development or redevelopment of certain historic and economically distressed geographic areas within its jurisdiction by the creation of a Neighborhood Empowerment Zone for residential and economic development incentives, as authorized by Texas Local Government Code, Chapter 378;

WHEREAS, Local Government Code, Section 378.002, allows a municipality to create a Neighborhood Empowerment Zone (NEZ) if it determines that the creation of the zone would promote, among other things, the creation of affordable housing and economic development in the zone;

WHEREAS, a municipality may create a NEZ if the governing body finds the creation of the zone benefits and is for the public purpose of increasing the public health, safety, and welfare of the persons in the municipality;

WHEREAS, the City has found that the creation of the zone satisfies the requirements of the Local Government Code, Chapter 378;

WHEREAS, Local Government Code 378.004 allows a municipality to, among other things, waive or adopt fees related to construction of buildings within the zone and enter into agreements abating municipal property taxes on property in the zone subject to the duration limit

Of Section 312.204 ,Tax Code; and

WHEREAS, the area to be designated meets the statutory requirement that it is reasonably likely as a result of the designation to contribute to the creation and rehabilitation of affordable housing in the zone, the increase in economic developments in the zone, or the increase of the quality of social services, education, or public safety provided to the residents of the zone.

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

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

SECTION 2. Pursuant to the Texas Local Government Code, Chapter 378, the City hereby creates Neighborhood Empowerment Zones for, among other incentives, residential and commercial tax abatement encompassing the areas described by legal

description in Exhibits A, B, C, D, and E, and such Zones are hereby designated and shall hereafter be designated City of Amarillo Neighborhood Empowerment Zones No. 1, No. 2, No. 3, No. 4, and No. 5 for a period of five (5) years.

SECTION 3. The City Council further finds that the creation of this zone complies with the Texas Tax Code at Section 312.202.

SECTION 3. The City Council's findings further determines that the attached NEZ Program Policy will serve as the framework for the implementation of the Program for all established Zones.

SECTION 4. The City Council further resolves that each established NEZ shall follow their attached associated NEZ Development Guidelines.

SECTION 5. The City Council further designates the Planning Department will be responsible for the Program and authorize the Department to prepare an application and administrative procedures for Program implementation.

SECTION 6. Should any part of this Resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this Resolution.

SECTION 7. If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

SECTION 8. The establishment of City of Amarillo Neighborhood Empowerment Zones shall take effect on the date of the final passage of this Resolution.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 10th day of January 2023.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED TO AS TO FORM

Bryan McWilliams, City Attorney

EXHIBIT A LEGAL DESCRIPTION OF NEIGHBORHOOD EMPOWERMENT ZONE NO. 1

North Heights - Neighborhood Empowerment Zone #1

Beginning at a point of the intersection of the centerline of the public ROW of Dumas Dr. (US Highway 87) and the centerline of the public ROW of NW 24th Ave., thence; Westerly along the centerline of the public ROW of NW 24th Ave. and the projection of said centerline to a point that intersects the centerline of the public ROW of Smelter Rd., thence; Southerly along the centerline of the public ROW of Smelter Rd. and the projection of said centerline to a point that intersects the centerline of BNSF Railway Company Main Line, thence; Southeasterly along the centerline of BNSF Railway Company Main Line to a point that intersects the centerline of the public ROW of N Fillmore St., thence; Northerly along the centerline of the public ROW of N Fillmore St. to a point that intersects the centerline of the public ROW of Dumas Dr. (US Highway 87), thence; Northerly along the centerline of the public ROW of Dumas Dr. (US Highway 87) to the Point of Beginning.

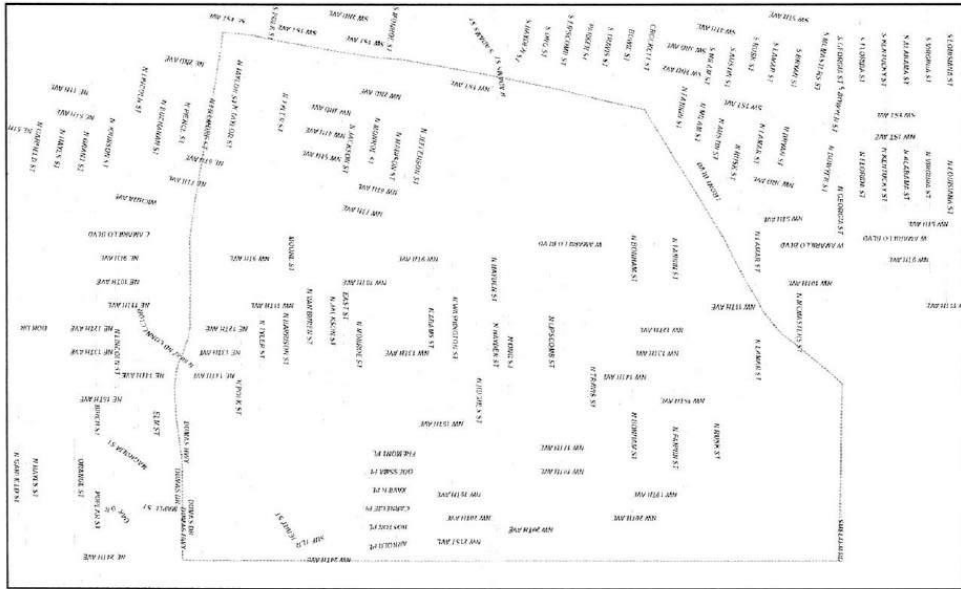


EXHIBIT B
LEGAL DESCRIPTION OF NEIGHBORHOOD EMPOWERMENT ZONE NO. 2

Barrio - Neighborhood Empowerment Zone #2

Beginning at a point of the intersection of the centerline of the public ROW of S Osage St. and the centerline of the public ROW of Interstate Highway 40, thence;

Westerly along the centerline of the public ROW of Interstate Highway 40 to a point that intersects the centerline of the public ROW of Ross St., thence;

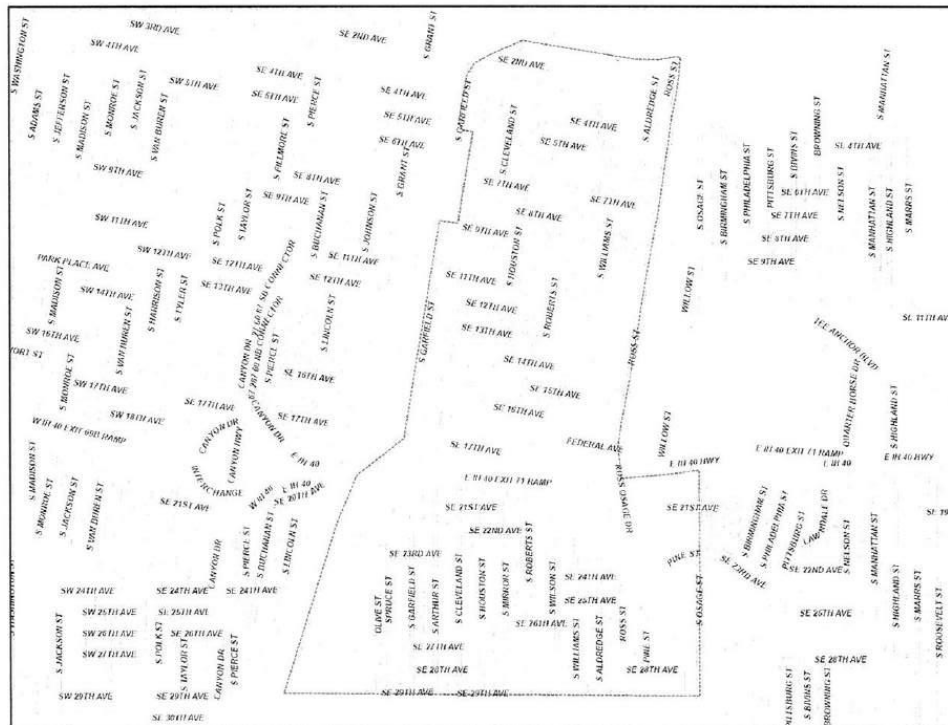
Northerly along the centerline of the public ROW of Ross St. to the south ROW line of BNSF Railway Company, thence;

Westerly along the south ROW line of BNSF Railway Company to a point that intersects the east ROW line of BNSF Railway Company, thence;

Southerly along the east ROW line of BNSF Railway Company to a point that intersects the projected centerline of the public ROW of SE 29th Ave., thence;

Easterly along the projection and centerline of the public ROW of SE 29th Ave. to a point that intersects the centerline of the public ROW of S Osage St., thence;

Northerly along the centerline of the public ROW of S Osage St. to the Point of Beginning.



San Jacinto - Neighborhood Empowerment Zone #3

Southerly along the centerline of the public ROW of N Fairmont St. to the Point of Beginning.

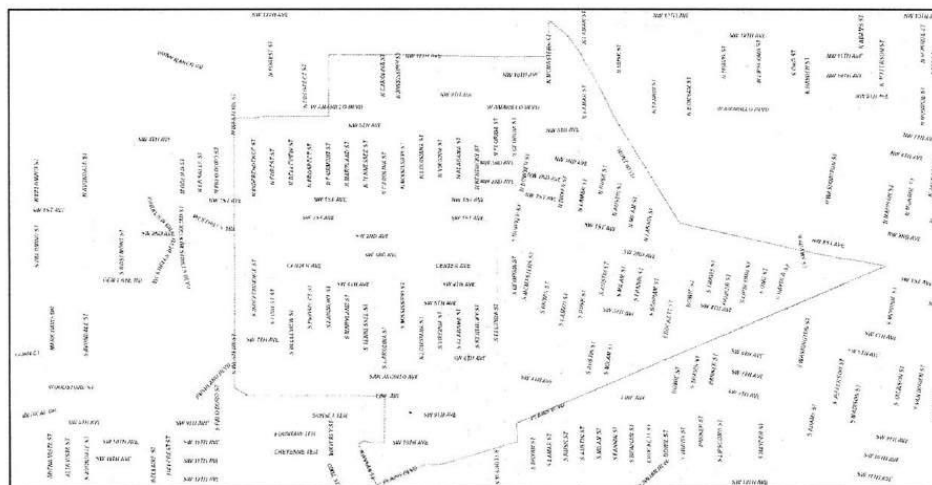


EXHIBIT D LEGAL DESCRIPTION OF NEIGHBORHOOD EMPOWERMENT ZONE NO. 4

Eastridge - Neighborhood Empowerment Zone #4

Beginning at a point of the intersection of the centerline of the public ROW of N Grand St. and the centerline of the public ROW of NE 24th Ave., thence;

Southerly along the centerline of the public ROW of N Grand St. to a point that intersects the centerline of BNSF Railway Company Main Line that runs parallel to the projection of the public ROW of NE 3rd Ave., thence;

Easterly along the centerline of BNSF Railway Company Main Line to a point that intersects the projection of the centerline of the public ROW of N Whitaker Rd., thence;

Northerly along the projection and centerline of the public ROW of N Whitaker Rd. to a point that intersects the centerline of the public ROW of NE 24th Ave., thence;

Westerly along the centerline of the public ROW of NE 24th Ave. to the Point of Beginning.

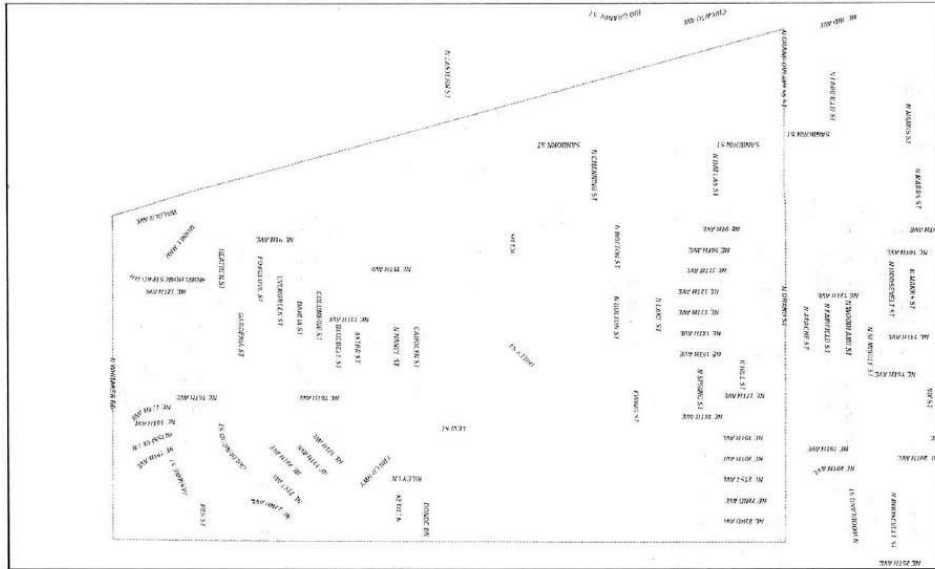


EXHIBIT E
LEGAL DESCRIPTION OF NEIGHBORHOOD EMPOWERMENT ZONE NO. 5

Downtown - Neighborhood Empowerment Zone #5

Beginning at a point of the intersection of the west ROW line of Hughes St. and a projection of the north ROW line of BNSF Railroad, thence;

Easterly along the north ROW line of BNSF Railroad to a point where said line intersects with the projection of the west ROW line of Osage St., thence;

Southerly along the projection of the west ROW line of Osage St. to a point where said line intersects with the south ROW line of BNSF Railroad, thence;

Westerly along the south ROW line of BNSF Railroad to a point where said line intersects with the east ROW line of the BNSF Railroad, thence;

Southerly along the east ROW line of BNSF Railroad to a point where said line intersects with the centerline of Interstate Highway 40, thence;

Westerly along the centerline of Interstate Highway 40 to a point where said line intersects with the projection of the west ROW line of Hughes St., thence;

Northerly along the projection of the west ROW line of Hughes St. to a point where said line intersects with the north ROW line of SE 17th Ave., thence;

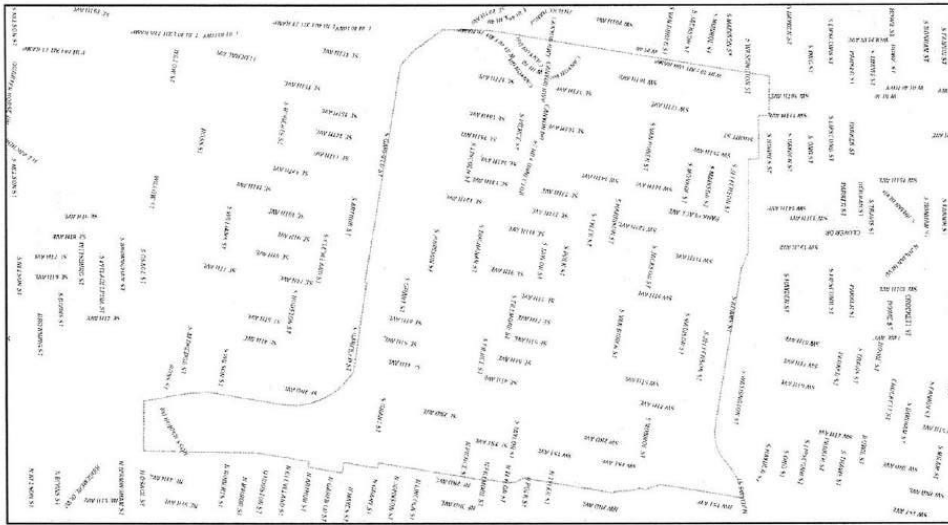
Easterly along the north ROW line of SW 17th Ave. to a point where said line intersects with the west property line of Curtis Addition Block 1 Lot 6, thence;

Northerly along the west property line of Curtis Addition Block 1 Lot 6 to a point where the projection of said line intersects with the centerline of SW 16th Ave., thence;

Easterly along the centerline of SW 16th Ave. to a point where said line intersects with the west ROW line of Washington St., thence;

Northerly along the west ROW line of Washington St. to a point where said line intersects with the west ROW line of Hughes St., thence;

Northerly along the west ROW line of Hughes St. to a point where said line intersects with the projection of the north ROW line of BNSF Railroad, which is the point of beginning.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	January 10, 2023	Council Priority	Civic Pride, Customer Service
Department	City Council	Contact Person	Howard Smith, Place 4

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 01-10-23-3

This item to consider a resolution authorizing the display of artifacts and national symbols of Ukraine at City facilities.

Agenda Item Summary

Authorize the display of Ukrainian artifacts and national symbols at City facilities. If approved, the resolution will authorize the City Manager or his designee to display said artifacts and symbols within applicable operational parameters until such time that the sister-city relationship with Dnipro, Ukraine ends or as otherwise directed by Council.

Requested Action

Consider for approval.

Funding Summary

N/A

Community Engagement Summary

City Council previously approved a Resolution authorizing Amarillo to enter into a sister-city agreement with Dnipro, a city in Ukraine.

Staff Recommendation

Staff recommends approval as presented.

RESOLUTION NO. 01-10-23-3

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

WHEREAS, Resolution 12-13-22-3 passed by City Council designated Dnipro, Ukraine as a “Sister City” to the City of Amarillo, Texas, in order that the two cities might jointly promote their common interests, including but not limited to, social, educational, economic, and cultural opportunities in furtherance of a more amicable and prosperous relationship; and,

WHEREAS, the City Council desires to show its solidarity and support for the citizens of Dnipro and the Ukrainian people by the display of the Ukrainian artifacts and national symbols at municipal facilities;

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

SECTION 1. The display of Ukrainian artifacts and national symbols at City facilities is hereby authorized.

SECTION 2. The City Manager or his designee is hereby authorized to display said artifacts and symbols within applicable operational parameters until such time that the sister-city relationship with Dnipro, Ukraine ends or as otherwise directed by Council.

SECTION 3. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this
10th day of January, 2023.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



ITEM 3H

Meeting Date	January 10, 2023	Council Priority	Civic Pride
Department	Parks and Recreation		
Contact	Michael Kashuba – Director of Parks and Recreation		

Agenda Caption

CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH GEOSPATIAL DATA, INC. FOR THE DEVELOPMENT OF CONSTRUCTION DOCUMENTS FOR THE 9TH STREET TRAIL PARKING LOT
Total amount of agreement - \$56,600

This item allows the Parks and Recreation Department to select a qualified consultant to assist with the development of construction documents for the 9th Street Trails Parking Lot and any associated items.

Agenda Item Summary

The City of Amarillo was selected for a TPWD grant to build a parking lot for the trails at 9th Street. With the completion of an archaeological study on the site the project can proceed into construction documents. This item is to select a qualified consultant to assist with the creation of construction documents related to the 9th Street Trail Parking Lot.

Requested Action

Requested City Council's approval.

Funding Summary

Funds are available through Job Number: 411652

Community Engagement Summary

N/A

Staff Recommendation

City Staff recommends approval.

RFO #02-23

PROFESSIONAL SERVICES FOR SURVEYING AT 9TH STREET TRAILHEAD PARKING LOT

VENDOR LIST ESTABLISHED THROUGH PRE-QUALIFIED BIDDERS LIST RFQ #01-20 - LAND SURVEYOR DISCIPLINE

Preliminary Compilation of Points Evaluation Criteria Ranking	Points Possible										Total Points Possible	Ranking	Comments
	Understanding of the requirements:	Experience with similar types of design and the ability of the consultant's professional personnel to perform the services:	Family/affinity with the project area:	Experience with similar municipal projects and project approach:	The ability and willingness to meet time and budget requirements:	Current capacity to complete work:	Approach to Conflict:	Reference from other clients attesting to (a) Quality of Work (5 points) (b) Compliance with performance standards and schedules (5 points):					
Vendor	60	90	15	30	30	30	15	30	300				
Atlas Land Surveying LLC	55	64	13	20	19	23	13	30	237	8			
OID Engineering	60	81	15	27	28	28	14	24	277	2			
Lavin Architects	59	81	15	28	26	23	14	30	276	3			
Geospatial Data Inc	60	90	15	30	30	28	14	30	297	1			
Criado & Associates	58	65	9	21	21	25	13	30	242	6 (tie)			
Parkhill Smith & Cooper	55	62	11	24	20	23	12	24	231	10			
Enprotec Hibbs & Todd	55	63	9	20	21	25	13	30	236	9			
Freese & Nichols	55	63	10	23	23	24	14	30	242	6 (tie)			
Kimley Horn	55	63	11	24	23	25	14	30	245	5			
Centerline Engineering	58	72	11	24	25	24	14	30	258	4			
Quantum Engineering	58	65	8	21	20	24	13	30	239	7			
Sames Inc	43	55	8	12	14	17	11	12	172	11			
Date: 11-3-22													

Amarillo City Council

Agenda Transmittal Memo



ITEM 31

Meeting Date	January 10, 2023	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan		

Agenda Caption

CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR ADDITIONAL ENGINEERING SERVICES AND CONSTRUCTION SERVICES FOR THE RECONSTRUCTION OF WESTERN STREET, WALLACE BLVD, HAGY BLVD, AND PORT LANE AND REPLACEMENT OF COLLAPSING STORM SEWER ON TERRACE DRIVE
Award to: Kimley-Horn and Associates, Inc. - \$604,900.00

Agenda Item Summary

This item is to consider approval of professional engineering services agreement for the added design and construction phase services for the replacement of the collapsing storm sewer in Terrace Drive and additional construction phase services for the reconstruction of the Western and Wallace/Hagy/Port corridors in Amarillo.

The change order to the construction contract to add the replacement of the collapsing storm sewer pipe in Terrace Drive is to be considered in another agenda item.

Requested Action

Consider approval of agreement for execution by the City Manager.

Funding Summary

Funding for this project is available in the Project Budget Numbers 462048 and 560136. Funding for this project is available in drainage E&I and in the FY 16/17 thru 20/21 Community Investment Program as part of the annual arterial reconstruction projects.

Community Engagement Summary

The Western Wallace/Hagy projects has extensive community engagement. The replacement of the collapsing storm pipe in Terrace drive is needed to mitigate a significant safety issue to the neighborhood and traveling public

Staff Recommendation

City Staff is recommending approval of the agreement.

Amarillo City Council Agenda Transmittal Memo



ITEM 3J

Meeting Date	January 10, 2023	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan		

Agenda Caption

CONSIDER APPROVAL – CHANGE ORDER NO. 2 FOR THE RECONSTRUCTION OF WESTERN STREET, WALLACE BLVD, HAGY BLVD, AND PORT LANE AND STORM SEWER REPAIR IN TERRACE DRIVE FROM COUGAR DRIVE TO MAYS AVENUE

Award to: J. Lee Milligan - Original Contract Total:	\$10,417,305.95
Previous Change Order:	\$ (1,001.25)
Change Order No. 2:	\$ 2,094,161.21
Revised Contract Total:	\$12,510,465.91

Agenda Item Summary

This item is to consider approval of Change Order No. 2 for the Reconstruction of Western Street, Wallace Blvd, Hagy Blvd, and Port Lane. A portion of the change order, \$322,652.46, is to address additional construction items on Western Street, Wallace Blvd, Hagy Blvd, and Port Ln. The remainder, \$1,771,508.75, will be used adjacent to the project for storm sewer repair in Terrace Drive from Cougar Drive to Mays Avenue. Utilizing the contractor already on-site will allow for the coordination of work and minimize impacts to traffic.

Requested Action

Consider approval of change order for execution by the City Manager.

Funding Summary

Funding for this project is available in the project budget numbers 462048 and 560136. The construction expenses associated with this change order are funded from the Proposition 1 Bonds and Drainage revenues. No state or federal funds will be utilized for this change order.

Community Engagement Summary

As part of this project the public has been engaged with mailers, door-to-door meetings, one-on-one meetings, and public meetings. This change order work will have a modest impact on a smaller portion of the neighborhood. City staff will update affected stakeholders individually, as well as with press releases, as appropriate.

Staff Recommendation

City Staff is recommending approval of the agreement.

7067 COW2 Best Value Bid for FY 16/17-20/21 Community Investment Program: Road Rehabilitation for West Street, Wallace Boulevard, Hwy Boulevard and Port Lane
 Opened 4:00 p.m., August 6, 2021

To be awarded as one lot		J. LEE MILLIGAN INC	
Line 1 Removing Conc (Medians), per specifications			
324 sy			
Unit Price	\$14,500		
Extended Price		4,698.00	
Line 2 Removing Conc (Driveways), per specifications			
319 sy			
Unit Price	\$27,000		
Extended Price		8,613.00	
Line 3 Removing Conc (Curb and Gutter), per specifications			
369 lf			
Unit Price	\$9,200		
Extended Price		3,394.80	
Line 4 Removing Conc (Misc), per specifications			
965 sy			
Unit Price	\$24,000		
Extended Price		23,160.00	
Line 5 Removing Conc (Flume), per specifications			
291 sy			
Unit Price	\$27,000		
Extended Price		7,857.00	
Line 6 Removing Stab Base & Asph Pav (9"), per specifications			
58,401 sy			
Unit Price	\$3,250		
Extended Price		189,803.25	
Line 7 Removing Stab Base and Asph Pav (17"), per specifications			
27,856 sy			
Unit Price	\$13,750		
Extended Price		383,020.00	

To be awarded as one lot		J. LEE MILLIGAN INC	
Line 8 Backfill, per specifications			
13	sta		
	Unit Price	\$2,500.000	
	Extended Price		32,500.00
Line 9 HR Proof Rolling, per specifications			
10	hr		
	Unit Price	\$255.000	
	Extended Price		2,550.00
Line 10 FL BS (CMP in PLC)(TYA GR1-2)(FINAL POS), per specifications			
9,285	cy		
	Unit Price	\$79.650	
	Extended Price		739,550.25
Line 11 Lime (Hydrated Lime(Slurry)), per specifications			
909	ton		
	Unit Price	\$235.000	
	Extended Price		213,615.00
Line 12 Lime TRT (Exst Mat)(8")(3% By Weight), per specifications			
86,261	sy		
	Unit Price	\$5.000	
	Extended Price		431,305.00
Line 13 Salv. Haul, & Stkpl RCL APH PV (Var Depth), per specifications			
58,401	sy		
	Unit Price	\$4.450	
	Extended Price		259,884.45
Line 14 Prim Coat (MC-30)(0.20 Gal/SY), per specifications			
5,576	gal		
	Unit Price	\$8.000	
	Extended Price		44,608.00
Line 15 D-GR HMA TY-8 PG64-22, per specifications			
5,052	ton		
	Unit Price	\$129.000	
	Extended Price		651,708.00

To be awarded as one lot		J. LEE MILLIGAN INC	
Line 16 D-GR HMA TY-D SAC-A PG70-28, per specifications			
3,656	ton		
	Unit Price	\$150.000	
	Extended Price		548,400.00
Line 17 Flexible Pavement Structure Repair (6"), per specifications			
186	sy		
	Unit Price	\$87.350	
	Extended Price		16,247.10
Line 18 Plan & Text Asph Conc Pav (0" to 1"), per specifications			
295	sy		
	Unit Price	\$5.100	
	Extended Price		1,504.50
Line 19 Plan & Text Asph Conc Pav (0" to 2"), per specifications			
736	sy		
	Unit Price	\$8.750	
	Extended Price		6,440.00
Line 20 Conc Pvmnt (Cont Reinf-CRCP)(9"), per specifications			
58,401	sy		
	Unit Price	\$84.550	
	Extended Price		4,937,804.55
Line 21 Retaining Wall (Cast-in-Place), per specifications			
155	sf		
	Unit Price	\$145.000	
	Extended Price		22,475.00
Line 22 Reprap (Conc)(4 in), per specifications			
34	sy		
	Unit Price	\$840.000	
	Extended Price		28,560.00
Line 23 Riprap (Conc)(Flume), per specifications			
30	cy		
	Unit Price	\$840.000	
	Extended Price		25,200.00

To be awarded as one lot		J. LEE MILLIGAN INC	
Line 24 Rail (Handrail)(TY E), per specifications			
65 lf			
Unit Price	\$190.000		
Extended Price		12,350.00	
Line 25 Adjusting Manholes, per specifications			
32 ea			
Unit Price	\$1,000.000		
Extended Price		32,000.00	
Line 26 Adjusting Manholes (Water Valve Box), per specifications			
14 ea			
Unit Price	\$450.000		
Extended Price		6,300.00	
Line 27 Construction Exits (Install)(TY 1), per specifications			
1,344 sy			
Unit Price	\$13.100		
Extended Price		17,506.40	
Line 28 Construction Exits (Remove), per specifications			
1,344 sy			
Unit Price	\$9.350		
Extended Price		12,566.40	
Line 29 Biodeg Erosn Cont Logs (Instl)(18"), per specifications			
440 lf			
Unit Price	\$4.400		
Extended Price		1,936.00	
Line 30 Biodeg Erosn Cont Logs (Remove), per specifications			
440 lf			
Unit Price	\$1.400		
Extended Price		616.00	
Line 31 Conc Curb & Gutter (TY II), per specifications			
381 lf			
Unit Price	\$35.650		
Extended Price		13,582.65	

To be awarded as one lot		J. LEE MILLIGAN INC	
Line 32 Conc Curb & Gutter (Slotted), per specifications			
40 lf			
Unit Price	\$32.650		
Extended Price		1,306.00	
Line 33 Conc Curb & Gutter (Valley Gutter), per specifications			
421 lf			
Unit Price	\$83.900		
Extended Price		35,321.90	
Line 34 Intersections (Conc), per specifications			
321 sy			
Unit Price	\$126.800		
Extended Price		40,702.80	
Line 35 Driveways (Conc), per specifications			
319 sy			
Unit Price	\$135.000		
Extended Price		43,065.00	
Line 36 Conc Sidewalks (6"), per specifications			
1,159 sy			
Unit Price	\$78.650		
Extended Price		91,155.35	
Line 37 Curb Ramps (TY 7), per specifications			
64 sy			
Unit Price	\$220.000		
Extended Price		14,080.00	
Line 38 Curb Ramps (TY 10), per specifications			
30 sy			
Unit Price	\$290.000		
Extended Price		8,700.00	
Line 39 Curb Rams (TY 21), per specifications			
10 sy			
Unit Price	\$235.000		
Extended Price		2,350.00	

To be awarded as one lot				J. LEE MILLIGAN INC	
Line 40 Curb Rams (TY-22), per specifications					
13 sy					
Unit Price		\$200.000			
Extended Price			2,600.00		
Line 41 Conc Median, per specifications					
292 sy					
Unit Price		\$175.000			
Extended Price			51,100.00		
Line 42 IN SM RD SN SUP&AM TY10BWG(1)SA(P), per specifications					
12 ea					
Unit Price		\$1,600.000			
Extended Price			19,200.00		
Line 43 WK ZN PAV MRK Remov (Ref) TY 1-C, per specifications					
3,515 ea					
Unit Price		\$5.250			
Extended Price			18,453.75		
Line 44 WK ZN PAV MRK Remov (Ref) TY II-A-A, per specifications					
3,094 ea					
Unit Price		\$5.250			
Extended Price			16,243.50		
Line 45 WK ZN PAB MRK Remov (TRAF BTN) TY W, per specifications					
5,270 ea					
Unit Price		\$3.500			
Extended Price			18,445.00		
Line 46 WK ZN PAV MRK Remov (TRAF BTN) TY Y, per specifications					
9,250 ea					
Unit Price		\$3.500			
Extended Price			32,375.00		
Line 47 WK ZN PAV MRK Remov (W) 24" (SLD), per specifications					
509 lf					
Unit Price		\$17.500			
Extended Price			8,907.50		

To be awarded as one lot		J. LEE MILLIGAN INC	
Line 48 Refl PAV MRK TY II (W) 4" (BRK), per specifications			
7,025 lf			
Unit Price	\$0.300		
Extended Price		2,107.50	
Line 49 Refl PAV MRK TY II (W) 4" (SLD), per specifications			
236 lf			
Unit Price	\$1.150		
Extended Price		271.40	
Line 50 Refl PAV MRK TY II (W) 6" (DOT), per specifications			
1,181 lf			
Unit Price	\$0.450		
Extended Price		531.45	
Line 51 Refl PAV MRK TY II (W) 6" (SLD), per specifications			
9,620 lf			
Unit Price	\$0.450		
Extended Price		4,329.00	
Line 52 Refl PAV MRK TY II (W) 8" (SLD), per specifications			
5,880 lf			
Unit Price	\$0.600		
Extended Price		3,528.00	
Line 53 Refl PAV MRK TY II (W) 24" (SLD), per specifications			
1,000 lf			
Unit Price	\$5.850		
Extended Price		5,850.00	
Line 54 Refl PAV MRK TY II (W) (ARROW), per specifications			
51 ea			
Unit Price	\$116.500		
Extended Price		5,941.50	
Line 55 Refl PAV MRK TY II (W) (BIKE ARROW), per specifications			
14 ea			
Unit Price	\$87.400		
Extended Price		1,223.60	

To be awarded as one lot		J. LEE WILLIGAN INC	
Line 56 Refi PAV MRK TY II (V) 4" (BRK), per specifications			
6,733 lf			
Unit Price	\$0.300		
Extended Price		2,019.90	
Line 57 Refi PAV MRK TY II (V) 4" (SLD), per specifications			
14,901 lf			
Unit Price	\$0.300		
Extended Price		4,470.30	
Line 58 PAV SURF PREP For MRK (4"), per specifications			
16,680 lf			
Unit Price	\$0.500		
Extended Price		8,340.00	
Line 59 PAV SURF Prep For MRK (8"), per specifications			
3,694 lf			
Unit Price	\$0.950		
Extended Price		3,509.30	
Line 60 PAV SURF Prep For MRK (8"), per specifications			
712 lf			
Unit Price	\$2.900		
Extended Price		2,064.80	
Line 61 PAV SURF PREP FOR MRK (ARROW), per specifications			
30 ea			
Unit Price	\$235.000		
Extended Price		7,050.00	
Line 62 Barricades, Signs and Traffic Control, per specifications			
12 mo			
Unit Price	\$8,600.000		
Extended Price		103,200.00	
Line 63 Top Soil (4"), per specifications			
1,787 sy			
Unit Price	\$5.200		
Extended Price		9,292.40	

To be awarded as one lot

J. LEE MILLIGAN INC.

Line 64 Seeding or Sodding, per specifications			
1,787	sy		
	Unit Price	\$14.950	
	Extended Price		26,715.65

Line 65 Mobilization, per specifications			
1	ls		
	Unit Price	\$1,143,000.000	
	Extended Price		1,143,000.00

Bid Total 10,417,305.95

Change Order #1 \$ (1,001.25)

Change Order #2 \$ 2,099,161.21

Revised Total \$ 12,510,465.91