

A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, DECEMBER 17, 2019 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: Mayor Ginger Nelson

PRESENTATION: GFOA Awards:

- 1) Certificate of Achievement for Excellence in Financial Reporting 09/30/2018 (CAFR)
- 2) Award for Outstanding Achievement in Popular Annual Financial Report for 09/30/2018 (PAFR)

PUBLIC ADDRESS

(For items on the agenda for City Council consideration)

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. Presentation on Anti-Human Trafficking – Airport
 - C. Thompson Park Pool Update;
 - D. Discuss Continuing Work on the Zero to Five Workforce Development Initiative;
 - E. Reports and updates from City Councilmembers serving on outside Boards:
Beautification and Public Arts Advisory Board; and
 - F. 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:**

Approval of the City Council minutes for the meeting held on December 10, 2019.

B. **CONSIDERATION OF ORDINANCE NO. 7833:**

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

This item is the second and final reading of an ordinance rezoning 19.15 acres of unplatted land in Section 183, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District and Multiple-Family District 1 to Multiple-Family District 1. (Vicinity: Farmers Avenue and Georgia Street.)

C. **CONSIDER APPROVAL -- DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION OTHER
TRANSACTION AGREEMENT (OTA) NO. 70T04020T9CAP1084:**

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

Transportation Security Administration -- \$80,556.50

This item is the approval of Other Transaction Agreement No. 70T04020T9CAP1084 with the Department of Homeland Security Transportation Security Administration to provide the design and bid services to modify the existing Checked Baggage Inspection System at the airport to install the new Explosive Detection System (EDS) provided by the Transportation Security Administration (TSA). This is the second annual OTA, the first OTA expired in September of this year. This OTA outlines 100% reimbursement not-to-exceed \$80,556.50 to provide the identified design and bid services to be provided by RS&H, Inc. through Task Order 28. The installation will be completed by separate contract.

D. **CONSIDER AWARD -- CONTAINERS, ASSEMBLED BOTTOMS AND
HEAVY DUTY PLASTIC LIDS:**

(Contact: Trae Kepley -- Assistant Director of Purchasing)

Roll Offs USA \$143,750.00

3 yard (200) and 8 yard (50) container

Technology Plastics Inc. \$9,474.00

8" (200) fully assembled bottoms

Impact Plastic \$19,132.00

Heavy duty plastic dumpster lids (600)

Total Award: \$172,356.00

This award consists of containers, assembled bottoms and heavy duty plastic lids.

E. **CONSIDER APPROVAL -- CHANGE ORDER #6 DRAINAGE
IMPROVEMENTS AT CEDAR MEADOW CIRCLE & PLUM CREEK
DRIVE & PROJECT #521757 DRAINAGE IMPROVEMENTS AT THE
HILLSIDE WATER TANK WEST OF SOUTH SONCY ROAD/LOOP 335:**

(Contact: Kyle Schniederjan, City Engineer)

L.A. Fuller and Sons Const., Ltd. -- \$1,290,677.93

Original Contract \$ 630,007.00

Previous Change Orders \$ 681,884.98

Current Change Order (\$ 21,214.05)

Revised Contract \$1,290,677.93

This item approves change order #6 which is the final change order to adjust contract quantities to match what was installed and is one of the final steps to complete the project.

F. **CONSIDER AWARD -- STOP LOSS INSURANCE ANNUAL
CONTRACT:**

(Contact: Sandy Elliott, Health Plan Administrator)

Stealth Partner Group for the estimated annual amount of \$394,857.72

This is to award the City's Major Medical (Medical/Rx) Stop Loss Insurance to Stealth Partner Group for Plan Year 2020.

G. **CONSIDER AWARD -- CRADLEPOINT CELLULAR MODEMS FOR
TRAFFIC SIGNAL COMMUNICATIONS:**

(Contact: Michael Padilla, Transportation Superintendent)

Insight Public Sector -- \$50,682.40

This item awards the purchase of traffic signal equipment to replace outdated dial-up modems last purchased in 2003, which are no longer compatible with the new Siemens Tactics Software. The new Siemens Tactics Software was purchased as part of a four-phase project to replace software, controllers and communications throughout the city. These cellular modems will allow the software to communicate with traffic signals throughout the city.

H. **CONSIDER APPROVAL – ASSIGNMENT AND ASSUMPTION AGREEMENT:**

(Contact: Juliana Kitten, Director of Community Development)

This item is consideration by the City Council to consent to an Assignment and Assumption Agreement between JDL Real Estate to Park Place Capital, LLC for the Deed, Promissory Note, and Rehabilitation Agreement for properties located at 3501 Southeast 21 Avenue. Consent by the City Council is required as a condition of the HOME Grant Program that provided \$222,500 in November 30, 2016 to create eight (8) units of affordable housing at 3501 Southeast 21 Avenue. All obligations and guidelines of the U.S. Department of Housing and Urban Development (HUD) HOME Grant Program will be assumed per the original agreement.

I. **CONSIDER AWARD – HMIS SOFTWARE SYSTEM ENCHANCEMENT:**

(Contact: Juliana Kitten, Director of Community Development)

Wellsky Software Systems -- \$60,000.00

This item awards a two-year contract to Wellsky Software Systems. This contract with Wellsky Software Systems is to provide data clean-up and enhancement of the Homeless Information Management System (HMIS).

J. **SALE – PROPERTY:**

(Contact: Michelle Bonner, Deputy City Manager)

Sheriff sale properties located in Randall County.

3. **NON-CONSENT ITEMS:**

A. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7834:**

(Contact: Emily Koller, Planning and Development Services Manager)

This item is the first reading and public hearing of an ordinance to consider amendments to the Amarillo Municipal Code, Chapter 4-10, Article IV, Section 4-10-121, Downtown Urban Design Standards.

B. **CONSIDERATION OF A RESOLUTION – ACTION PLAN:**

(Contact: Emily Koller, Planning and Development Services Manager)

This item is a resolution to consider adoption of the 2019 Downtown Amarillo Strategic Action Plan Update as the official planning guide for downtown.

C. **CONSIDERATION OF ORDINANCE NO. 7832:**

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

This item is the second and final reading of an ordinance adopting revised fees for Parks and Recreation by amending Amarillo Municipal Code, Title XII, Chapters 12-1, 12-2, 12-3 and 12-4.

D. **CONSIDERATION OF A RESOLUTION -- ADOPT THE AMARILLO CITY TRANSIT (ACT) TITLE VI COMPLIANCE PROGRAM:**

(Contact: Marita Wellage-Reiley, Transit Manager)

The Title VI compliance program is required for Federal Transit Administration (FTA) grant recipients to demonstrate compliance with the Civil Rights Act of 1964. The ACT Title VI Program was developed in accordance with Title VI regulations (49 CFR Part 21) and is consistent with the FTA Circular 4702.1B: Title VI Requirements and Guidelines for Federal Transit Administration Recipients.

E. **CONSIDER SALE OF CITY OWNED PROPERTY – FORMER FIRE STATION NO. 3 LOCATED AT 6009 ESTACADO LANE:**

(Contact: Andrew Freeman, Director of Planning and Development Services)

This item authorizes the City Manager to execute a contract and other necessary documents for the sale of former Fire Station No. 3 located at 6009 Estacado Lane. The sales price for this property is \$165,000 minus closing costs.

F. **CONSIDER SALE OF CITY OWNED PROPERTY – APPROXIMATELY 1.07 ACRES OF LAND LOCATED ADJACENT TO FORMER FIRE STATION NO. 3 LOCATED AT 6009 ESTACADO LANE:**

(Contact: Andrew Freeman, Director of Planning and Development Services)

This item authorizes the City Manager to execute a contract and other necessary documents for the sale of approximately 1.07 acres of land located adjacent to former Fire Station No. 3 located at 6009 Estacado Lane. The sales price for this property is \$142,500 minus closing costs.

G. **CONSIDER APPOINTMENTS – BOARDS AND COMMISSIONS:**

An appointment is needed for the following board and commission:

Texas Panhandle Centers

09/19/2000	Dr. Sam Reeves	12/31/2020 (Resigned)
10/14/2003	Patty Hamm	12/31/2019

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 South 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.

Posted this 13th day of December 2019.

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

<http://amarillo.gov/city-hall/city-government/view-city-council-meetings>

Archived meetings are also available.

A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 10th day of December 2019, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON	MAYOR
ELAINE HAYS	COUNCILMEMBER NO. 1
FREDA POWELL	MAYOR PRO TEM/COUNCILMEMBER NO. 2
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
MICHELLE BONNER	DEPUTY CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
ANDREW FREEMAN	DIR OF PLANNING/DEVELOPMENT SERVICES
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Greg Dowell, Central Church of Christ. Mayor Nelson led the Pledge of Allegiance.

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

PUBLIC ADDRESS

James Schenck, 6216 Gainsborough Road, spoke on the need for expansion of the public comment periods. He also stated the agenda item approving an election services contract with Potter County was calling a special election in May (of an even year) before the election has been called. There were no further comments.

ITEM 1:

- A. Review agenda times for regular meeting and attachments;
- B. Quarterly Budget Update;
- C. Sales Tax Update;
- D. Presentation of Recommended Updates to the Downtown Amarillo Strategic Action Plan and the Downtown Amarillo Urban Design Standards;
- E. Reports and updates from City Councilmembers serving on outside Boards: Pedestrian and Bicycle Safety Committee; and
- F. Request future agenda items and reports from City Manager.

CONSENT ACTION ITEMS:

ITEM 2: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approve the consent agenda as presented, seconded by Councilmember Sauer:

- A. **MINUTES:**
Approval of the City Council minutes for the meeting held on December 3, 2019.
- B. **CONSIDERATION OF ORDINANCE NO. 7828:**
(Contact: Floyd Hartman, Assistant City Manager)
This item is the second and final reading of an ordinance amending the Amarillo Municipal Code, Chapter 16-5-50, Article III, which authorizes the operation of golf carts on streets in the Central Business District (amending Ordinance No. 7782) to remove the sunset provision of the existing ordinance that provides a permit system for the use of golf carts to transport passengers among certain downtown facilities and venues.

- C. **CONSIDERATION OF ORDINANCE NO. 7829:**
 (Contact: Cris Valverde, Assistant Director of Planning and Development Services)
 This item is the second and final reading of an ordinance rezoning a 102.39 acre tract of unplatted land in Section 61 and 62, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Planned Development District 325A for an industrial park and associated uses. (Vicinity: Northeast 24th Avenue and Folsom Road.)
- D. **CONSIDERATION OF ORDINANCE NO. 7830:**
 (Contact: Cris Valverde, Assistant Director of Planning and Development Services)
 This item is the second and final reading of an ordinance rezoning a 13.98 acre tract of unplatted land in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3. (Vicinity: Temecula Creek Boulevard and Riesling Way.)
- E. **CONSIDERATION OF ORDINANCE NO. 7831:**
 (Contact: Cris Valverde, Assistant Director of Planning and Development Services)
 This item is the second and final reading of an ordinance vacating a portion of a twenty-foot Public Utility Easement in Block 311 and a twenty-foot Public Utility Easement in Block 312, Mirror Addition, in Section 155, Block 2, AB&M Survey, Potter County, Texas (Vicinity: Southeast 3rd Avenue and Ross Street.)
- F. **CONSIDER AWARD – PAPER GOODS SUPPLY AGREEMENT:**
 (Contact: Trent Davis, Director of Purchasing)
 Consider Award – Bid 6608 Paper Goods Supply Agreement
- | | |
|----------------|--------------|
| Miller Paper | \$ 1,534.50 |
| Empire Paper | \$ 1,825.20 |
| Mavich | \$ 42,705.60 |
| Mayfield Paper | \$ 54,560.00 |
| Total awarded: | \$100,625.30 |
- This item considers the award of the Paper Goods Supply Agreement.
- G. **CONSIDER APPROVAL – CHANGE ORDER NO. 4 – REHABILITATION OF SOUTHEAST 34TH AVENUE FROM GRAND STREET TO EASTERN STREET FY 16/17 – FY 20/21 COMMUNITY INVESTMENT PROGRAM, PROPOSITION 1:**
 (Contact: Matt Thomas, City Engineer)
- | | |
|------------------------|----------------------|
| Original Contract | \$2,549,949.89 |
| Previous Change Orders | \$237,550.51 |
| This Change Order | <u>(\$58,347.14)</u> |
| Revised Contract | \$2,729,153.26 |
- This change order is to consider the deduction of changes to the construction contract for Rehabilitation of Southeast 34th Avenue from Grand Street to Eastern Street.
- H. **CONSIDER APPROVAL – CHANGE ORDER NO. 5 – HILLSIDE TERRACE ESTATES 30” SEWER REPLACEMENT – CONTRACT 2 – SPIESS CONSTRUCTION CO., INC.:**
 (Contact: Floyd Hartman, Assistant City Manager)
- | | |
|--------------------------|------------------------|
| Original Contract Amount | \$8,655,030.00 |
| Previous Change Orders | (\$ 225,403.16) |
| This Change Order | <u>(\$ 500,143.85)</u> |
| Revised Contract Total | \$7,929,482.99 |
- This change order is to consider the deduction of contingency and unused quantities from the contract. The contingency quantities were not needed, while field conditions allowed for deductive quantity adjustments.
- I. **CONSIDER ACCEPTANCE OF THE HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) CAPACITY BUILDING GRANT RECEIVED FROM HUD:**
 (Contact: Juliana Kitten, Director of Community Development)

Grant Award of \$143,860.00 for the October 1, 2019 through September 30, 2021 period.

This grant will assist the Community Development Department, as the lead administrator for the City of Amarillo's HMIS system, to enhance the capacity of all homeless service agencies in the community utilizing HMIS through standardized data collection and sharing. This will be done through training, technical assistance and data clean-up. This award will allow us to create the HUD mandated coordinated entry system for the community.

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

NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson presented the first reading of an ordinance adopting revised fees for Parks and Recreation by amending Amarillo Municipal Code, Title XII, Chapters 12-1, 12-2, 12-3 and 12-4. This item was presented by Michael Kashuba, Director of Parks and Recreation. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Smith:

ORDINANCE NO. 7832

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, AMENDING CHAPTERS 12-1, 12-2, 12-3, AND 12-4 CONCERNING PARK AND RECREATION FEES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO was Hays; the motion carried by a 4:1 vote of the Council.

ITEM 3B: Mayor Nelson presented the first reading of an ordinance rezoning 19.15 acres of unplatted land in Section 183, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District and Multiple-Family District 1 to Multiple-Family District 1. (Vicinity: Farmers Avenue and Georgia Street.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Hays:

ORDINANCE NO. 7833

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 FARMERS AVENUE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3C: Mayor Nelson presented an item considering approving the City of Amarillo's 2019 Investment Policy. This item was presented by Laura Storrs, Director of Finance. Motion was made by Councilmember Powell, seconded by Councilmember Smith to approve this item.

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

ITEM 3D: Mayor Nelson presented an item considering an interlocal agreement between the City of Amarillo and Potter County to contract with the Potter County Election Administrator to provide election services to the City of Amarillo. This item was presented by Kevin Starbuck, Assistant City Manager. Motion was made by Councilmember Powell, seconded by Councilmember Sauer to approve this item.

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

ITEM 3E: Mr. McWilliams advised at 3:03 p.m. that the City Council would convene in Executive Session per Texas Government Code: (1) 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: (a) Discuss property located in the NE quadrant of the Central Business District. (2) Section 551.087 – Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the city is negotiating for the location or retention of a facility, or for incentives the city is willing to extend, or financial information submitted by the same: (a) Discuss property located in the NE quadrant of the Central Business District.

Mr. McWilliams announced that the Executive Session was adjourned at 3:31 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

Amarillo City Council

Agenda Transmittal Memo



B

Meeting Date	December 17, 2019	Council Priority	Regular Agenda Item – Public Hearing
Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services		

Agenda Caption

Second and final reading of an ordinance rezoning 19.15 acres of unplatted land in Section 183, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District and Multiple-Family District 1 to Multiple-Family District 1. (Vicinity: Farmers Ave. and Georgia St.)

Agenda Item Summary

ADJACENT LAND USE AND ZONING

The adjacent zoning consists of Agricultural District to the north and south, Residential District 3 to the east, is bounded by current City Limits line to the west.

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

PROPOSAL

The applicant is requesting Multiple-Family District 1 in order to develop the land with multi-family land uses (apartments).

As alluded to in the description of this request, a portion (17.69 acres) of this request is currently zoned Multi-Family District 1 and was recently approved by City Council in August of this year. Shortly after approval, development plans changed that made additional land to the north necessary. This additional land amounts to 1.46 acres.

The developer purchased the additional acreage and then proceeded to submit a request for rezoning of the 1.46 acres currently zoned Agricultural District. It was soon discovered that the submitted description of the tract to be rezoned included the previously approved Multi-Family acreage. Although staff considered requiring the applicant to submit a separate metes and bounds description for only the additional land needed to the north (1.46 acres), in an effort to avoid unnecessary delays and expense to the applicant in preparing this separate metes and bounds description, staff agreed to include the entire land owned by the applicant which reflects all land purchased for the project (17.69 acres and 1.46 acres).

Therefore, if approved, a total of 19.15 acres would be zoned Multiple-Family District 1. Should approval not occur, the previously approved Multi-Family tract would remain with only the 1.46 acres of remaining as now zoned (Agricultural District).

In short, this request is in actuality only to rezone the additional 1.46 acres of land zoned Agricultural District needed for the development.

ANALYSIS

Considerations that were taken into account with the August’s approval of the Multi-Family tract apply with this request as well. The Planning and Zoning Commission then and now analyzed conformance with the Comprehensive Plan’s Future Land Use and Character Map, impact on existing zoning and development patterns, as well as conformity to the Neighborhood Unit Concept (NUC) of development.

Considering the above, it was the opinion that adding a mere 1.46 acres of Multiple-Family zoning to the previously approved multi-family tract is appropriate.

It is worth noting that notices have been sent to all property owners within 200 feet regarding this request. During the November 25th Planning and Zoning Commission meeting, a property owner that lives within the area notified inquired as to timing of adjacent infrastructure improvements needed as a result of the apartment development. It was explained that upon review of formal development plans for the tract and in the area for that matter, requirements for improvements such as drainage, street widening, warranting of a traffic signal, and others would be determined and if necessary, improved and/or installed.

Requested Action/Recommendation
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Considering the above, the Planning and Zoning Commission recommends approval as presented.

ORDINANCE NO. 7833

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 FARMERS 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, exhibit attached hereto and incorporated herein:

Rezoning of a 19.15 acre tract of unplatted land in Section 183, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District and Multiple-Family District 1 to Multiple-Family District 1 and being further described below:

A 19.15 acre± tract of land situated in Section 183, Block 2, A.B. & M. Survey, Randall County, Texas and being a portion of a 217.22 acre tract of land as described in that certain instrument of conveyance recorded under Clerk's File No. 2016014173 of the Official Public Records of Randall County, Texas. Said 19.15 acre± tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. on June 26, 2019 and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail in asphalt found as called for in the South line of said Section 183, same point being the Southwest corner of said 217.22 acre tract and also being the Southwest corner of this tract of land, from whence a

railroad spike found as called for at the Southwest corner of said Section 183 bears North 89° 59' 53" West, 60.00 feet;

THENCE North 00° 10' 22" West (parallel with the West line of said Section 183 – base line) along the West line of said 217.22 acre tract of land, same being the East line of a 10 foot wide tract of land as conveyed to the City of Amarillo for right-of-way by instrument recorded under Clerk's File No. 2009010006 of the Official Public Records of Randall County, Texas, at 60.00 feet passing a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found, a total distance of 360.25 feet to a 1/2 inch iron rod with illegible cap found in the South line of a 60 foot by 120 foot tract of land as conveyed to the City of Amarillo by instrument recorded in Volume 325, Page 736 of the Deed Records of Randall County, Texas same point being a corner of said 10 foot wide City of Amarillo tract, the most Southerly Northwest corner of said 217.22 acre tract of land and also being the most Southerly Northwest corner of this tract of land;

THENCE North 89° 46' 20" East a distance of 60.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found as called for at the Southeast corner of said 60 foot by 120 foot City of Amarillo tract of land, same point being an interior jog corner of this tract of land;

THENCE North 00° 10' 22" West a distance of 60.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found as called for at the Northeast corner of said 60 foot by 120 foot City of Amarillo tract of land, same point being an interior jog corner of this tract of land;

THENCE South 89° 46' 20" West along the North line of said 60 foot by 120 foot City of Amarillo Tract a distance of 60.00 feet to a 1/2 inch iron rod with illegible cap found at a corner of said 10 foot wide City of Amarillo tract;

THENCE North 00° 10' 22" West along the West line of said 217.22 acre tract of land, same being the East line of said 10 foot wide City of Amarillo tract, a distance of 291.68 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the most West Northwest corner of this tract of land, from whence a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found as called for at the Northwest corner of said 217.22 acre tract of land bears North 00° 10' 22" West, 2160.44 feet;

THENCE North 44° 49' 33" East, 14.14 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the most North Northwest corner of this tract of land;

THENCE North 89° 49' 29" East, 1148.50 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the West line of South Georgia Place Unit No. 26, an addition to the City of Amarillo, Randall County, Texas according to the map or plat thereof recorded under Clerk's File No. 2007007538 of the Official Public Records of Randall County, Texas, same point being the Northeast corner of this tract of land, from whence a 1/2 inch iron rod with illegible cap found for the Northwest corner of said South Georgia Place Unit No. 26 bears North 00° 03' 23" West, 856.67 feet;

THENCE South 00° 03' 23" East along the West line of said South Georgia Place Unit No. 26, at 663.33 feet passing a 1/2 inch iron rod with illegible cap found at the Southwest corner of said South Georgia Place Unit No. 26, a total distance of 725.50 feet to a railroad spike found as called for in the South line of said Section 183, same point being the Southeast corner of this tract of land;

THENCE North 89° 59' 53" West along the South line of said Section 183, a distance of 1157.03 feet to the PLACE OF BEGINNING and containing a computed area of 19.15 acres of land, more or less, of which 1.59 acres± lies within the right-of-way of Farmers Avenue.

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 December, 2019 and **PASSED** on Second and Final Reading on this the 17th day of December, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM A & MF-1 TO MF-1



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
Date: 11/12/2019
Case No: Z-19-23



Z-19-23 Rezoning of 19.15 acre tract of unplatted land in Section 183, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District and Multiple-Family District 1 to Multiple-Family District 1

Vicinity: Farmers Ave. and Georgia St.
Applicant: Dustin Eggleston for 87th Street Partners, LLC

AP: M16

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 17, 2019	Council Priority	Transportation
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER: Approval of Other Transaction Agreement (OTA) No. 70T04020T9CAP1084, not to exceed \$80,556.50

Agenda Item Summary

Consideration of Other Transaction Agreement No. 70T04020T9CAP1084 with the Department of Homeland Security Transportation Security Administration to provide the design and bid services to modify the existing Checked Baggage Inspection System at the airport to install the new Explosive Detection System (EDS) provided by the Transportation Security Administration (TSA). This is the second annual OTA, the first OTA expired in September of this year. This OTA outlines 100% reimbursement not-to-exceed \$80,556.50 to provide the identified design and bid services to be provided by RS&H, Inc. through Task Order 28. The installation will be completed by separate contract.

Requested Action

Approval of Other Transaction Agreement No. 70T04020T9CAP1084, with the Department of Homeland Security Transportation Security Administration for 100% reimbursement of design and bid services for the identified capital improvement project.

Funding Summary

The reimbursement and reporting requirements in the letter are routine and will not create any compliance issues. The airport fund will be able to accommodate the cash flow burden until reimbursement. Reimbursement at 100% totaling up to \$80,556.50 will be submitted approximately every 30 days until the design phase is complete.

Community Engagement Summary

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

Staff Recommendation

Airport staff recommends execution of OTA No. 70T04020T9CAP1084 with the Transportation Security Administration.

 Transportation Security Administration <u>OTHER TRANSACTION AGREEMENT</u>	
OTA NUMBER	REQUISITION NUMBER
70T04020T9CAP1084	2120200AP1084
ISSUED TO	ISSUED BY
CITY OF AMARILLO 509 E. 7 th Avenue, Room 303 Amarillo, TX 79101-2539 DUNS: 065032807	Jacqueline Stader, Contracting Officer Transportation Security Administration 701 S. 12 th St Arlington, VA 20598-6025 Email: Jacqueline.Stader@tsa.dhs.gov
PROGRAM TITLE	
Program Office: Acquisition Program Management Program: Electronic Baggage Screening Program Period of Performance: 12 months from Date of Award PSC: C1BE, Architect and Engineering – Construction: Airport Terminals	
FISCAL DATA	
PR Number: 2120200AP1084 Accounting Line: 5 5-CFXXXB010D-2020-ASC010-GE0137-1704-7672- 720OAP/5903001312020000/251B/TSA DIRECT/DEF. TASK Obligated Amount: \$80,556.50	
PURPOSE	
See following pages.	
AUTHORIZED SIGNATURES	
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.	
Signature Date Jared Miller, City Manager PRINTED NAME AND TITLE	Contracting Officer's Signature Date Jacqueline Stader, TSA Contracting Officer PRINTED NAME AND TITLE



AGREEMENT

BETWEEN

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION (TSA)**

AND

CITY OF AMARILLO

Relating to

**RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT
Recapitalization**

**Negotiated by the TSA pursuant to Aviation and Transportation Security Act, Pub. L. 107-71,
115 Stat. 597, 49 U.S.C. 114(m)(1), 49 U.S.C. 106(l)(6), and the Homeland Security Act of 2002**

AGREEMENT NUMBER 70T04020T9CAP1084

ARTICLE I - PARTIES

This Other Transaction Agreement (hereinafter referred to as “Agreement” or “OTA”) is entered into between the U.S. Department of Homeland Security, Transportation Security Administration (hereinafter referred to as “TSA”) and the **City of Amarillo** (hereinafter referred to as the “**PROJECT SPONSOR**”) relating to the **Rick Husband Amarillo International Airport (AMA or Airport)**. The TSA and the **PROJECT SPONSOR** agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

ARTICLE II – LEGAL AUTHORITY

TSA and the **PROJECT SPONSOR** enter into this Agreement under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 106(l)(6) and 114(m)(l), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE III – SCOPE

The purpose of this Agreement is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations and responsibilities of the TSA and the **PROJECT SPONSOR** with respect to the design services necessary to modify the existing inline Checked Baggage Inspection System (CBIS) utilizing Explosive Detection Systems (EDS) at the Airport. The design services will result in 100% drawings and specifications and will be submitted in accordance with the published TSA Planning Design Guidelines and Design Standards (PGDS) Version 6.0 dated September 29, 2017¹ with respect to the design process and deliverables, and, in accordance with the Recapitalization Scope document (hereinafter “the Scope”) dated October 2, 2017 and provided by TSA to the **PROJECT SPONSOR** by correspondence dated December 5, 2017, with respect to the design requirements.

This Design Services Project requires the **PROJECT SPONSOR** to provide the architectural and engineering services to develop the design and construction specifications to replace Checked Baggage Screening Equipment within the inline CBIS within the **Main Terminal (hereinafter “the Project”)**. The CBIS design needs to address Airport Terminal modifications required to be made to the CBIS in order to replace the Checked Baggage Screening Equipment and for the CBIS to function properly with the new equipment, to include required changes to the baggage conveyor components and programming, mechanical, plumbing, electrical, structural, and telecommunications, or other infrastructure to provide for the installation of the EDS units within the baggage screening area as well as Explosive Trace Detection (ETD) resolution area(s) and the installation of hardware and software for use with an inline CBIS. The Project will also encompass the design of Checked Baggage Resolution Areas (CBRAs) and a multiplexed On-Screen Resolution (OSR) Room, as required to accomplish the necessary work. The objective of this Agreement is to provide the design documents and specifications to identify the necessary modifications required to modify an inline CBIS in order to enhance the security and baggage screening capabilities at the Airport. The TSA detailed design deliverables for each Design Phase to be provided by the **PROJECT SPONSOR** are outlined in the TSA PGDS version 6.0. The Design Phases include:

¹ This is available on beta.Sam.Gov at <https://beta.sam.gov/opp/2982dc2e953886ba2f71802b9b46711f/view> or upon request to the Contracting Officer.

1. Pre-Design Phase: Preliminary Alternative Analysis Report and Preferred Analysis Report
2. Detailed Design Phase
 - a. 30% Design Submittals and associated deliverables
 - b. 100% Design Submittals and associated deliverables
3. Construction Bid proposal documentation to include contract solicitation, requirements issued to prospective contractors, bid specifications and other applicable documents that complete the local request for proposal package.
4. Construction Bid proposal evaluation.

Before the **PROJECT SPONSOR** may proceed from one Design Phase to the next, it must receive TSA's written approval. If TSA does not approve of the **PROJECT SPONSOR** proceeding to the next Design Phase, then TSA shall notify the **PROJECT SPONSOR** in writing and shall reimburse the **PROJECT SPONSOR** for costs incurred on the Design Project through the date that TSA's notification is received by the **PROJECT SPONSOR**.

Any future allowable, allocable and reasonable costs for CBIS construction, project management, construction management, and commissioning/site acceptance testing is anticipated to be funded through a separate Agreement between the **PROJECT SPONSOR** and the TSA. This Agreement shall not be construed to obligate the TSA, in any manner, to provide construction cost funding or obligate the TSA to enter into an Agreement with the **PROJECT SPONSOR** for reimbursement of construction costs related to the CBIS modification. TSA funding for the construction portion of the CBIS Project is subject to the Congressional authorization and appropriation budget processes.

ARTICLE IV – RESPONSIBILITIES

A. Cost Sharing

1. Capital Costs: The estimated cost of the Project refers to the design services to be completed by the **PROJECT SPONSOR** to develop the necessary design documents for the construction modifications needing to be made to the Terminal building and associated baggage conveyor system to support the CBIS modification. It does not include the costs of acquisition, delivery, or installation of the EDS and ETD system itself. All work performed by the **PROJECT SPONSOR** pursuant to this Agreement shall be accomplished in accordance with the TSA PGDS version 6.0 in effect at the time this Agreement is executed with respect to the design process and deliverables, in accordance with the Scope provided by TSA with respect to design requirements, and in accordance with the applicable local Building Standards and Criteria. Recognizing the uniqueness of this Project, in the event of any conflicts between the provision of the PGDS, the Scope, and this Agreement, the Parties agree to resolve such conflicts through the design review processes described in the TSA PGDS, Version 6.0.
2. The estimated cost for the design services for the Project is **\$80,556.50**. TSA agrees to reimburse the **PROJECT SPONSOR** for one hundred percent (100%) of the allowable,

allocable and reasonable costs of the design services for the Project, not to exceed a total reimbursement of **\$80,556.50** (calculated as 100% of \$80,556.50).

- a. As this is an extension to OTA Number 70T04018T9CAP1040, the total invoiced amount under OTA 70T04018T9CAP1040 and this OTA 70T04020T9CAP1084 combined cannot exceed \$126,308.00.
3. TSA will determine allowable and allocable costs in accordance with the DHS Guidance in 2 C.F.R. Part 3002 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards" adopting the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo Version 3.0. TSA will reimburse the **PROJECT SPONSOR** on an actual expense basis supported by one or more invoices submitted by the **PROJECT SPONSOR** in accordance with Article VIII "Billing Procedure and Payment." The parties understand and agree that all Project costs in excess of the TSA Reimbursement Limit of \$80,556.50 as well as any costs that are inconsistent with OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and the guidance set forth in the TSA PGDS and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo version 3.0, shall be borne solely by the **PROJECT SPONSOR** unless otherwise agreed by the TSA in a written modification in accordance with this Article IV and Article XIV "Changes and/or Modifications." Should the TSA reimbursements of \$80,556.50 as adjusted pursuant to Article XIV, represent more than 100% percent of the final allowable and allocable, and reasonable Project costs, the **PROJECT SPONSOR** will refund TSA sufficient funds such that TSA's total reimbursement will equal no more than 100% of the final allowable, allocable and reasonable Project costs.
4. All costs requested for reimbursement must satisfy the requirements of OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo version 3.0. In general, the costs for which TSA will provide reimbursement under this Agreement are limited to those costs associated with Design Deliverables mandated by the TSA PGDS and "TSA PGDS Design and Construction Deliverables Checklist." The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Costs Version 3.0 provides guidance regarding the reimbursable costs for TSA CBIS Projects.²
5. Change Orders are defined as work that is added to or removed post OTA award that consequentially adds cost or changes the scope of the OTA. Change orders shall not be considered authorization to exceed TSA's Reimbursement Limit. Any changes to the authorized amount shall be submitted by the **PROJECT SPONSOR** to the TSA Contracting Officer Representative (COR) and TSA Contracting Officer (CO) prior to any work starting. Once the COR and CO have been given advance notice of the impact the Change Order has on the total cost of the Project, if agreed to by TSA, the TSA CO will provide written approval to the **PROJECT SPONSOR** to proceed with the work identified in the Change Order. TSA will not reimburse the **PROJECT SPONSOR** for any cost incurred for change order work that was not pre-approved by TSA.

² This is available on beta.Sam.Gov at <https://beta.sam.gov/opp/2982dc2e953886ba2f71802b9b46711f/view> or upon request to the Contracting Officer..

6. Change Requests are defined as requests for the utilization of contingency funds that do not add costs or changes to the scope of the OTA. Change requests shall not be considered authorization to exceed TSA's Reimbursement Limit. Any change requests shall be submitted by the **PROJECT SPONSOR** to the TSA COR prior to any work starting. Once the COR has been given advance notice of the impact the change request has on the Project, if agreed to by TSA, the TSA COR will provide written approval to the **PROJECT SPONSOR** to proceed with the work identified in the Change Request. TSA will not reimburse the **PROJECT SPONSOR** for any cost incurred for change request work that was not pre-approved by TSA.
7. Timely invoicing and management of costs is critical to TSA's portfolio management. The specific cost sharing adjustments are outlined in **ARTICLE VIII – BILLING PROCEDURE AND PAYMENT**.

B. Project Responsibilities

The primary Project responsibilities of the TSA and the **PROJECT SPONSOR** are outlined below. The Project will be overseen by the **PROJECT SPONSOR**.

i. **TSA Responsibilities**

1. Upon request by the **PROJECT SPONSOR**, TSA will provide the **PROJECT SPONSOR** with the following historical data for the Airport:
 - a. Bag information reports (a.k.a. FDRS reports) for all the EDS, if available
 - b. Enhanced Staffing Model results and reports
2. TSA reserves the right to determine the number, manufacturer, and model of EDS units to be used in the Project at the Airport and will notify the **PROJECT SPONSOR** of any requests to incorporate specific EDS models into the Project at the earliest possible time. If TSA requests that the **PROJECT SPONSOR** make changes to an alternative solution or perform any other work to accommodate a request by TSA for a specific EDS model after TSA approves the 30% Design submission, the **PROJECT SPONSOR** shall be entitled to full reimbursement of its costs to make such changes or perform such work. This provision does not apply to such changes made prior to TSA approval of the 30% Design submission.
3. TSA will review and concur in writing, within project defined review times, with the Project design, plans, and specifications for 30% and 100% design packages for the installation of the EDS in the CBIS based upon the recommendations and guidelines in the TSA PGDS Version 6.0 with respect to the design process and deliverables, and based on the Scope provided by TSA with respect to design requirements.
4. TSA will provide the general EDS specification(s) at the beginning of the Project.
5. TSA will provide EDS Original Equipment Manufacturer Technical Advisory Support Services to the **PROJECT SPONSOR** regarding integration of the EDS machines into the BHS.
6. TSA will review and consider requested changes to the design and associated costs.

ii. **PROJECT SPONSOR Responsibilities**

1. Except for the responsibilities of the TSA, as outlined above, the Project will be managed and overseen by the **PROJECT SPONSOR**. The **PROJECT SPONSOR**, acting through

such contractors as it may engage, using the **PROJECT SPONSOR's** procurement process, will provide the engineering and design services necessary for successful completion of the Project. The **PROJECT SPONSOR** will provide oversight of such contractor(s) to ensure the Project conforms to the TSA design guidelines identified in the PGDS version 6.0 with respect to the design process and deliverables, and to the Scope provided by TSA with respect to design requirements, and is completed within the prescribed schedule identified and incorporated herein as Appendix A.

2. The **PROJECT SPONSOR** must receive concurrence from TSA at each stage of the design review in order to proceed to the next design review stage.
3. The **PROJECT SPONSOR** shall provide a budgetary construction cost estimate with the 30% design review and subsequent 100% design review for the Project.
4. The **PROJECT SPONSOR** shall obtain all necessary licenses, insurance permits and approvals during performance of the Project.
5. The **PROJECT SPONSOR** shall ensure the EDS OEM (EDS Original Equipment Manufacturer) site planning, installation, integration and networking guidelines are incorporated into the design to ensure operational, maintenance and environmental specifications are met.
6. The **PROJECT SPONSOR** shall ensure that all connections between the EDS equipment and the baggage handling system meet the requirements of the EDS OEM integration guide, and that the TSA cabling guidelines as given in the PGDS are followed for any connections. The **PROJECT SPONSOR** or their authorized representative shall coordinate all activities involving such connections directly with the EDS OEM. If questions or concerns about the data connection or any of the relevant requirements arise, the **PROJECT SPONSOR** shall communicate the issue/concern with the TSA COR.
7. The **PROJECT SPONSOR** shall provide reasonable measures to protect the EDS and ETD equipment from unauthorized access, harm, theft, and water intrusion in the screening area within the design and phasing plan.
8. Appendix B "Schedule of Deliverables" identifies required deliverables to be submitted by the **PROJECT SPONSOR**. The **PROJECT SPONSOR** shall submit the deliverables identified in Appendix B by the due dates prescribed.

ARTICLE V - EFFECTIVE DATE AND TERM

The term of this Agreement shall be from the date of execution of the Agreement until 12 months from date of award, unless earlier terminated by the parties pursuant to Article XIII "Termination" as provided herein or extended by mutual agreement pursuant to Article XIV "Changes and/or Modifications", in order to allow the **PROJECT SPONSOR** time to submit a final invoice, close out the Project, and address any other issues. In accordance with Section C4 of *The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo version 3.0*, costs incurred, to include work performed outside the dates of September 13, 2018³ through the term of this agreement, are not eligible for reimbursement.

The **PROJECT SPONSOR** will establish and provide to the TSA COR and TSA CO, within 10 business days following the execution of this Agreement, Project Milestones that allow objective measurement of progress toward Project completion. TSA maintains the right to identify any additional Project Milestones to be tracked by the **PROJECT SPONSOR**.

³ POP for OTA 70T04018T9CAP1040 is 9/13/2018 – 9/12/2019

ARTICLE VI – ACCEPTANCE AND PROJECT COMPLETION

TSA will deem the Project complete upon review and approval of the 100% design package for the CBIS, OSR and CBRA for each Terminal, and submission of construction bid information to TSA. The design must conform to TSA's PGDS version 6.0 with respect to the design process and deliverables, and with the Scope provided by TSA with respect to design requirements. Successful completion requires the correction of any non-conformances, deficiencies or other comments that require adjudication identified during the design review process. TSA will release the funds retained pursuant to Article VIII only after approval of the 100% design package, all deficiencies have been corrected and all outstanding comments addressed, and construction bid information has been accepted by TSA.

ARTICLE VII - FUNDING AND LIMITATIONS

TSA will provide funding to the **PROJECT SPONSOR** in an amount not to exceed \$80,556.50 (TSA Reimbursement Limit). Funds in the amount of \$80,556.50 are hereby obligated and made available for payment for performance.

Expenses incurred in executing the work identified herein are chargeable to:

PR: 2120200AP1084
Accounting Line: 5-CFXXB010D-2020-ASC010-GE0137-1704-7672-720OAP
Amount: \$80,556.50

In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover allowable and allocable costs as of the date of termination will be returned and/or de-obligated from this Agreement. TSA's liability to make payments to the **PROJECT SPONSOR** is limited to the funds obligated and available for payment hereunder, including written modifications to this Agreement.

Under no circumstances will TSA be responsible to reimburse the **PROJECT SPONSOR** for profit or the general costs of government. The **PROJECT SPONSOR** may recover the allowable direct costs of **PROJECT SPONSOR** personnel performing work necessary under this Agreement, as well as the allowable and allocable costs of the contractors hired by the **PROJECT SPONSOR** to perform the necessary work under this Agreement. Profit and overhead costs for the **PROJECT SPONSOR** contractors performing work on the Project are allowable costs. Submission of a cost allocation plan is required to address any indirect costs, to include the **PROJECT SPONSOR** employees, who work on multiple activities that will result in a request for reimbursement under this Agreement. TSA will not be responsible for costs incurred by the **PROJECT SPONSOR**, its contractors or agents to perform work not in compliance with the TSA requirements in this Agreement. The TSA CO has the right to recoup any payments made to the **PROJECT SPONSOR** if the TSA CO determines that the invoices exceed the actual costs incurred, or if the work substantially deviates from the TSA approved design requirements for the Project pursuant to this Agreement.

TSA will reimburse only for allowable, allocable and reasonable costs in accordance with the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) in effect on the Effective Date of the Agreement and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo Version 3.0.

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT

A. Payment / Performance Provisions

The United States Coast Guard Finance Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the **PROJECT SPONSOR** must submit a completed Summary Invoice. Registration in the System for Award Management (SAM) is mandatory for invoice payment. To obtain information regarding SAM, please refer to <https://www.sam.gov/portal/public/SAM/>.

Invoices for reimbursable expenses will be submitted every thirty (30) days, as expenses are incurred. For periods in which the **PROJECT SPONSOR** has not incurred a reimbursable expense totaling more than \$25,000, an invoice is not required. However, a Memorandum noting the non-submission of an invoice in a specific month must be submitted to the TSA CO and/or COR to document the record. This can be sent in conjunction with the monthly reports. Expenses are considered to accrue on the date that the **PROJECT SPONSOR** is invoiced from a contractor, sub-contractor, supplier, or provider of services. Reimbursement by TSA is conditioned upon submission to TSA of an invoice identifying the Project costs that have been incurred and paid. The TSA intends to make payment to the **PROJECT SPONSOR** within 120 days from receipt of each properly prepared invoice for reimbursement of incurred Project costs.

Ten percent (10%) of all submitted costs identified by TSA as allowable, allocable and reasonable shall be retained by TSA until completion of the Project, and shall only be reimbursed to the **PROJECT SPONSOR** upon successful completion of all of its obligations under this Agreement as defined in Article VI of this Agreement.

In the event that an invoice for reimbursable expenses is not received by the TSA within a twelve (12) month period, the TSA reserves the right to terminate the Agreement per Article XIII "Termination."

B. Invoicing

The **PROJECT SPONSOR** invoice format is acceptable. However, the invoice shall, at a minimum, include the following:

1. Agreement Number
2. Invoice Number and Invoice Date
3. Airport Code (ABC)
4. Name and Address of the **PROJECT SPONSOR** Requesting Fund Disbursement
5. Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
6. Tax Identification Number and DUNS Number
7. Period of Invoice Service (inclusive of dates)
8. Supporting Documentation to include Invoices or Other Documentation that

- Substantiates the Amount of Funds to be Disbursed by TSA
9. Total Amount of Funds Requesting to be Disbursed by TSA
 10. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
 11. Remittance Address
 12. Certification of Requestor, including the following language: *This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.*
 13. Signature of Requestor's Authorized Representative with Date
 14. Name and Address of the **PROJECT SPONSOR's** facility

The Invoice may be submitted by standard mail or by electronic transmission to the following address(s):

Billing Address: United States Coast Guard Finance Center
 TSA Commercial Invoices
 P.O. Box 4111
 Chesapeake, VA 23327-4111

Email: FIN-SMB-TSAINVOICES@uscg.mil

Notwithstanding any other payment clause in this Agreement, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this provision are calendar days, unless otherwise specified.

C. Approval for Payment

The TSA CO and the COR are required to review and the TSA CO will approve all invoices prior to payment. To aid in this review, the **PROJECT SPONSOR** shall provide a copy of the Summary Invoice along with all receipts, contractor pay requests and other supporting information which specify the vendor, services provided, and products delivered as well as the appropriate documentation that the **PROJECT SPONSOR** has paid these obligations. The **PROJECT SPONSOR** shall provide this supporting information simultaneously with Step 1 to expedite the payment process.

The Support Documentation should contain the following items:

- A summary spreadsheet providing a categorized breakdown of the amount invoiced
- Signed, approved and legible copies of each individual contractor's invoice to include schedules of values scope of work
 - Copies of contracts and change orders that provide support for the actual work being invoiced
 - Vendor and subcontractor invoices with specific details about services provided
 - Rationale for all allocations or unusual calculations or assumptions
 - Copies of subcontractor's invoices if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific)

- Proof of payment by the **PROJECT SPONSOR** for each invoice in the form of copies of check/warrants, bank wire transfers, or accounting systems transactions
- TSA invoice log
- Completed checklist

The Summary Invoice and supporting documentation may be submitted by email or mail via CD or paper documents to the TSA CO, TSA COR, and other TSA representatives identified by the TSA COR. The final closeout invoice should include proof that all required deliverables have been provided.

Upon completion of the review of the supporting documentation for the Summary Invoice, the TSA CO and COR will advise the Coast Guard Finance Center regarding payment of the Summary Invoice.

D. Final Invoice: Assignment and Release of Claims

The **PROJECT SPONSOR** shall execute and deliver, at the time of and as a condition precedent to final payment under this OTA, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under the OTA. The release of claims includes all claims, past, present, and future, known and unknown, foreseen and unforeseen, which can be asserted by any person or persons, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680.

As such, the **PROJECT SPONSOR's** final invoice requesting release/payment of retainage withheld throughout the project shall state the following:

“The **City of Amarillo** for and in consideration of the funding provided under OTA **70T04020T9CAP1084**, does hereby remise, release and forever discharge Government, its officers, agents, and employees from any and all manner of actions, causes of action, rights, suits, covenants, contracts, claims, agreements, judgments and demands whatsoever by request, in law, or in equity arising from and by reason of any and all known and unknown, foreseen and unforeseen circumstances, claims or injuries and the consequences thereof, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680. Such claims must be asserted within the time limits and in accordance with the procedures prescribed by the Federal Tort Claims Act and the implementing regulations promulgated by the U.S. Department of Justice at 28 C.F.R. part 14. The **City of Amarillo** expressly waives its ability to seek additional reimbursement from the Government under OTA **70T04020T9CAP1084**.”

E. Untimely Invoices

In furtherance of the timely closeout of this agreement, all final project invoices shall be submitted no later than six months after the period of performance end date or six months after the date of termination by either party pursuant to Article XIII (whichever is earlier). The **PROJECT SPONSOR** must notify **TSA** of any outstanding issues precluding them from meeting this requirement as soon as it is known.

Invoices submitted later than six months after the period of performance ends or six months after the date of termination by either party, will be considered untimely and TSA cannot guarantee payment. The **PROJECT SPONSOR** may be liable for any expenses incurred as a result of an untimely or improperly submitted invoice. TSA reserves the right to reject untimely or improperly submitted invoices.

ARTICLE IX - AUDITS

TSA shall have the right to examine or audit relevant financial records for the Project funded by this OTA, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For the Project funded by this OTA, the **PROJECT SPONSOR** shall maintain all Project records and data associated with the Project while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the "Disputes" provision in Article XII regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to the Project funded by this OTA.

The **PROJECT SPONSOR** shall also maintain all records and other evidence sufficient to reflect costs claimed to have been incurred for the Project funded by this OTA in the purchase of technologies allowed in the Project. The Contracting Officer, Contracting Officer's Representative, or the authorized representatives of these officers shall have the right to examine and audit those records at any time. This right of examination shall include inspection at all reasonable times at the **PROJECT SPONSOR's** offices directly responsible for managing the Project.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require the **PROJECT SPONSOR** or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

ARTICLE X – AUTHORIZED REPRESENTATIVES

The authorized representative for each party shall act on behalf of that party for all matters related to this Agreement. Each party's authorized representative may appoint one or more personnel to act as an authorized representative for any administrative purpose related to this Agreement, provided written notice of such appointment is made to the other party to this Agreement. The authorized representatives for the parties are as follows:

A. TSA Points of Contact:

Contracting Officer's Representative (COR):

Peter Donis
701 S. 12th Street
Arlington, VA 20598-6025
Phone: (571) 227-3234
E-Mail: Peter.Donis@tsa.dhs.gov

Contracting Officer (CO):

Jacqueline Stader
701 South 12th Street
Arlington, VA 20598-6025
Phone: (571) 227-5858
E-Mail: Jacqueline.Stader@tsa.dhs.gov

Only the TSA CO shall have the authority to bind the Federal government with respect to scope of work, funding and liability. The TSA COR and is responsible for the technical administration of this Agreement and is the technical liaison with the **PROJECT SPONSOR**. The TSA COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA such as amount or level of funding. The TSA COR is authorized to approve the usage of contingency funds that fall within the funded TSA amount pursuant to Article IV.

The **PROJECT SPONSOR** must notify the TSA CO and COR in the event that any TSA employee or TSA contracted agent takes any action that may be interpreted by the **PROJECT SPONSOR** as direction which could increase the Project costs and could cause the **PROJECT SPONSOR** to seek reimbursement from TSA in excess of the TSA's total reimbursement liability as defined in Articles IV and VII of this Agreement.

B. The **PROJECT SPONSOR** Points of Contact:

The **PROJECT SPONSOR** Point of Contact for all correspondence is:

Tyler R. L. Hurst, C.M., ACE
Deputy Director of Aviation
Rick Husband Amarillo International Airport (AMA)
10801 Airport Blvd. Amarillo, TX 79111-1211
Phone: 806-335-1671
Email: tyler.hurst@amarillo.gov

ARTICLE XI - LIMITATIONS ON LIABILITY

A. Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold

it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

B. The **PROJECT SPONSOR** has the affirmative duty to notify the TSA Contracting Officer in the event that the **PROJECT SPONSOR** believes that any act or omission of a TSA agent or employee would increase the **PROJECT SPONSOR** costs and cause the **PROJECT SPONSOR** to seek compensation from TSA beyond TSA's liability as stated in Article IV "Responsibilities" or Article VII "Funding and Limitations." Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the **PROJECT SPONSOR** receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the **PROJECT SPONSOR** must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

C. In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

D. No third party shall assert any rights under this Agreement unless expressly provided herein.

ARTICLE XII - DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of the **PROJECT SPONSOR**. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the **PROJECT SPONSOR** or the TSA CO. At a minimum, a dispute under this Agreement shall include an **PROJECT SPONSOR** statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, the **PROJECT SPONSOR** may submit the dispute to the Deputy Assistant Administrator for Contracting and Procurement (C&P). If the decision of the Deputy Administrator is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for C&P. The parties agree that the TSA Assistant Administrator for C&P's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XIII - TERMINATION

A. In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

B. If the **PROJECT SPONSOR** exercises its right under Paragraph A of this Article to withdraw voluntarily from the Project, the **PROJECT SPONSOR** agrees to notify TSA in writing, and reimburse the United States Government for all monies disbursed to it under this Agreement up to the date of notification. If the **PROJECT SPONSOR** has not met eligible criteria in Article VIII for any or all of

the disbursements requested, the **PROJECT SPONSOR** may petition TSA for such funding with adequate documentation.

C. If TSA chooses not to proceed with a Design Phase, TSA shall reimburse the **PROJECT SPONSOR** for all accrued allowable, allocable, and reasonable design costs for the Design Project up to the Project stopping point, which shall not exceed the TSA funded amount of \$80,556.50. For example, if TSA elects not to proceed beyond the 30% Design Submittal Phase, then TSA shall notify the **PROJECT SPONSOR** in writing. TSA will then reimburse the **PROJECT SPONSOR** for all accrued allowable, allocable, and reasonable costs for the 30% Design Submittals Phase only up to the date of notice.

D. In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this Agreement.

ARTICLE XIV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of the **PROJECT SPONSOR**. The modification shall cite the subject provision to this Agreement and shall document the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. The properly signed written modification shall be attached to this Agreement and thereby becomes a part of this Agreement.

The TSA CO reserves the right to make unilateral modifications (signed only by the TSA CO) for administrative modifications, such as changes to the line of accounting in Article VII, updates to TSA POCs in Article X, and/or other administrative changes that do not affect the terms and conditions of this Agreement.

ARTICLE XV - CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. Additionally, each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

In the event that any Article and/or parts of this Agreement are determined to be void or otherwise invalid or unenforceable, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided therein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

ARTICLE XVI - PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, confidential, or otherwise Sensitive Security Information (SSI) that may come into their possession as a result of this Agreement.

A. RELEASE OF TECHNICAL DATA

No SSI or other information, oral or written, concerning the scope of this Agreement shall be published or released to the public without the prior written approval of the TSA Administrator or his or her designee.

B. RECORDS AND RELEASE OF INFORMATION

All SSI, as defined in 49 CFR Part 1520, shall be handled in accordance with TSA policies and regulations. All employees, contractors, and subcontractors assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information. SSI may not be disclosed except in accordance with the provisions of that rule.

C. MEDIA

All media releases and other contact with or by media related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer. Neither the **PROJECT SPONSOR**, nor its contractors, shall include in its publicity or public affairs activities related to the subject matter of this Agreement any SSI unless written approval has been received from the TSA Office of Acquisition Program Management or the TSA Office of Strategic Communication and Public Affairs.

ARTICLE XVII – SURVIVAL OF PROVISIONS

The following provisions of this Agreement shall survive the termination of this Agreement: Article IV – Responsibilities; Article VII – Funding and Limitations; Article IX – Audits; Article XI – Limitations on Liability; Article XII – Disputes; Article XVI – Protection of Information; and Article XVII – Survival of Provisions.

APPENDICES

Appendix A – Project Milestone Schedule
Appendix B – Schedule of Deliverables
Appendix C – Financial Reporting Template

Appendix A
Project Milestone Schedule

Services Milestones	Estimated Completion Dates
Pre-Design Phase Deliverables	
30% TSA Design Deliverables	
100% TSA Design Deliverables	
Final Construction Drawings	
Construction Bid Proposal Documentation	

APPENDIX B
Schedule of Deliverables

The following deliverables are required to be submitted by **the PROJECT SPONSOR**.

Item	Deliverable	Submitted To:	Frequency or Due Date
1	Schedule provided in Appendix A (Project Milestones for Design and proposed Construction)	TSA COR, OSTCBD@tsa.dhs.gov and TSA Contracting Officer	Within 10 calendar days of the PROJECT SPONSOR awarding the design contract. Updates submitted with monthly TSA Project Report (Item 7).
2	Pre-Design Phase deliverables, 30% and 100% Design deliverables	TSA COR, OSTCBD@tsa.dhs.gov	In accordance with the project milestone schedule.
3	Construction Bid Information (prospective winning bidder and bid package)	TSA COR, TSA Contracting Officer, OSTCBD@tsa.dhs.gov	When selection of prospective winning bidder is complete.
4	Design Contract Schedule of Fees	TSA COR, TSA Contracting Officer, OSTCBD@tsa.dhs.gov	Within 10 calendar days of the PROJECT SPONSOR awarding the design contract.
5	Copies of the Design Contract(s) and Change Orders	TSA COR, TSA Contracting Officer. OSTCBD@tsa.dhs.gov	As required. Change Orders require TSA approval in accordance with Section A.6 of Article IV.
6	Monthly Project Report	TSA COR, OSTCBD@tsa.dhs.gov	By the 10 th of each month. Electronic submission is requested.
7	Financial Reporting Template (Appendix C)	TSA COR, OSTCBD@tsa.dhs.gov and TSA Contracting Officer	Monthly
8	Invoices	TSA COR, TSA Contracting Officer, OSTCBD@tsa.dhs.gov	Monthly
9	Final Invoice	TSA COR, TSA Contracting Officer, OSTCBD@tsa.dhs.gov	No later than 90 days after completion of the CBIS Construction Project.

The Monthly Project Report is to be submitted by the 10th of each month. A draft Monthly report template will be submitted via separate correspondence. The Monthly Milestone and Project Report shall address the following:

- a. Actual start and/or finish dates for updated/completed activities.
- b. Remaining duration, required to complete each activity started, or scheduled to start, but not completed
- c. The Project's progress to include Project Percent Completion; a forecast the Project completion date and final costs; as well as monthly schedule and budget variances throughout the Project.
- d. Percentage for completed and partially completed activities.
- e. Any CO approved changes including but not limited to new activities, deleted activities, activity duration changes, and change in logic relationships between activities.
- f. Status date for the schedule update.
- g. A statement that identifies and describes any current or anticipated delays that includes the following information: identification of the delayed activity by description and activity code; type of delay; cause of the delay; effect of the delay on other activities, milestones, and completion dates; identification of actions needed to avoid or mitigate the delay.
- h. Description of lessons learned
- i. Project Schedule in both PDF and "live"/usable format to depict the critical path, baseline and actual date information; predecessors/successors and shall be broken down to a minimum of three (3) WBS levels where applicable.

The Project schedule will be used for all planned TSA activities.

Appendix C
Financial Reporting Template

Name of ENTITY: _____
OTA Number: _____
Government Fiscal Year: _____
Month being reported: _____

1. Total Amount of OTA	
2. Total Expenses Incurred	
a. Payments received from TSA	
b. Amount Invoiced but not Received	
c. Amounts Incurred but not Invoiced	
3. Remaining Balance of OTA	

Invoices Submitted But Not Yet Paid

Invoice Number	Date Submitted	Amount
Total (should agree with 2.b.)		

_____ Printed Name	_____ Signature
_____ Title	_____ Date
_____ E-Mail Address	_____ Phone Number

D

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 17, 2019	Council Priority	Fiscal Responsibility
Department	Solid Waste		
Contact	Trae Kepley – Assistant Director of Purchasing		

Agenda Caption	
Award – Roll Offs USA	\$143,750.00
Award - Technology Plastics Inc.	\$9,474.00
Award - Impact Plastic	\$19,132.00
Total Awarded:	\$172,356.00

Agenda Item Summary
Award of 3 yard (200) and 8 yard (50) container to (Roll Offs USA)
Award of 8” (200) Fully assembled Bottoms to (Technology Plastics Inc.)
Award of Heavy Duty Plastic Dumpster Lids (600) to (Impact Plastics)

Requested Action
Consider approval and award for the containers, assembled bottoms and heavy duty plastic lids.

Funding Summary
Funding for these awards are available in the Solid Waste Department Budget 1431-68630

Community Engagement Summary
N/A

Staff Recommendation
City Staff is recommending approval and award of bid #6612.

Bid No. 6612 3 YARD & 8 YARD REFUSE CONTAINERS CITY OF AMARILLO
 Opened 4:00 p.m. November 7, 2019

To be awarded as one lot	ROLL OFFS USE	IMPACT PLASTICS	TECHNOLOGY PLASTICS INC	WASTEQUIP MANUFACTURING CO
Line 1 50 8 yd HD 2DR Hatchback, Heavy Duty, Metal Side Doors, per specifications				
50 ea				
Unit Price	\$875.000	\$887.000		\$900.000
Extended Price	43,750.00	44,350.00		45,000.00
Line 2 12G 8 Sides-5848 Fully Assembled Bottom, per specifications				
200 ea				
Unit Price	\$182.000	\$95.660		
Extended Price	36,400.00	19,132.00		
Line 3 30X30 Heavy Duty Plastic Dumpster Lids, per specifications				
600 ea				
Unit Price	\$18.000	\$1,325.000	\$15.790	
Extended Price	10,800.00	795,000.00	9,474.00	
Line 4 3yrd Side Loader, Color: Farm Tan, 1/2 Metal 2 Piece Plastic lids W/ Safety Chains, per specifications				
200 ea				
Unit Price	\$500.000	\$548.000		\$567.000
Extended Price	100,000.00	109,600.00		113,400.00
Bid Total	190,950.00	968,082.00	9,474.00	158,400.00
Award by Vendor	143,750.00	19,132.00	9,474.00	

E

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	12/17/19	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering - 1415		
Contact	Kyle Schniederjan		

Agenda Caption

CONSIDER CHANGE ORDER #6 - Bid #5935/Project #560104 Drainage Improvements at Cedar Meadow Circle & Plum Creek Drive & Project #521757 Drainage Improvements at the Hillside Water Tank West of South Soncy Road/Loop 335

Original Contract \$630,007.00
Previous Change Orders \$681,884.98
Current Change Order (\$21,214.05)
Revised Contract \$1,290,677.93

Change Order 6 is the final change order to adjust contract quantities to match what was installed and is one of the final steps to complete the project.

Agenda Item Summary

During the project emergency procurements were made because of two calamity events that required the immediate appropriation of money to protect adjacent residences and to preserve the property of the municipality (COA Municipal Code Section 252.022 General Exemptions of the City Ordinances). Adjustments in Change Order #6 include design adjustments for a sidewalk chase used in lieu of an inlet, reduction of proposed flexible base material, reduction in required seeding of disturbed areas, adjustments to fences and other landowner appurtenances impacted by the project.

Requested Action

Consider approval of the change order for execution by the City Manager.

Funding Summary

Savings for this change to the project will be transferred back to the Drainage Reserve Fund.

Community Engagement Summary

This project has had a major impact on the neighborhood. The Project Manager has maintained contact with the property owners.

Staff Recommendation

Staff recommends approval Change Order #6.

Bid No. 5935 Drainage Improvements at Cedar Meadow Circle and Plum Creek Drive: Drainage Improvements at the Hillside Water Tank West of South Soncy Road Loop 335
Opened 4:00 p.m., January 19, 2018

To be awarded as one lot	West Texas Utility Contractors Inc	LA Fuller and Sons Const LTD	Holmes Construction Company	Amarillo Utility Contractors
--------------------------	---------------------------------------	------------------------------	-----------------------------	------------------------------

Project No. 560104 Cedar Meadow Circle and Plum Creek Drive

Line 1 Preparing the Right of Way or Project site; Removal
and disposal of concrete structure as shown on plans,
(COA 3.03) complete, per specifications

3 Ea							
Unit Price	\$4,294.000		\$5,553.00		\$10,200.000		\$4,500.00
Extended Price		12,882.00		16,659.00		30,600.00	13,500.00

Line 2 Preparing the Right of Way or Project site: Removal
and disposal of trees as shown on plans, (COA 3.03)
complete, per specifications

2 EA							
Unit Price	\$7,265.500		\$3,936.00		\$10,500.000		\$1,500.00
Extended Price		14,531.00		7,872.00		21,000.00	3,000.00

Line 3 Preparing the Right of Way or Project site: Removal
and disposal of concrete curb and gutter with saw cuts
where necessary, (COA 3.03) complete, per specifications

5 lf							
Unit Price	\$45.000		\$19.00		\$101.500		\$100.00
Extended Price		225.00		95.00		507.50	500.00

To be awarded as one lot		West Texas Utility Contractors		LA Fuller and Sons Const LTD		Holmes Construction Company		Amarillo Utility Contractors	
		Inc							
Line 4 Preparing the Right of Way or Project Site: Removal and disposal of reinforced concrete pipe, (COA 3.03) complete, per specifications									
20 lf									
Unit Price		\$10.000		\$60.00		\$98.500		\$50.00	
Extended Price			200.00		1,200.00		1,970.00		1,000.00
Line 5 Preparing the Right of Way or Project site: Concrete slab removal including walks, drives, valleys, etc and saw cuts where necessary, (COA 3.03) complete, per specifications									
350 sf									
Unit Price		\$32.000		\$2.10		\$22.000		\$8.00	
Extended Price			11,200.00		735.00		7,700.00		2,800.00
Line 6 Furnish, haul, place and compact new embankment material to replace excavated material found to be unacceptable, (COA 4.02) complete per specifications									
445 cy									
Unit Price		\$366.000		\$48.00		\$52.000		\$60.00	
Extended Price			162,870.00		21,360.00		23,140.00		26,700.00
Line 7 Furnish, haul, place and compact flexible base (complete in place)(TYA)(GR 2)(12")(COA 4.07) complete, per specifications									
10 sy									
Unit Price		\$93.100		\$42.00		\$99.500		\$75.00	
Extended Price			931.00		420.00		995.00		750.00

To be awarded as one lot		West Texas Utility Contractors		LA Fuller and Sons Const LTD		Holmes Construction Company		Amarillo Utility Contractors	
Line 8 Six inch (6") 3000 psi Concrete curb and gutter, as detailed on plans, (COA 4.09) complete, per specifications									
5 lf									
Unit Price	\$72.000		\$45.00		\$28.500		\$90.00		
Extended Price		360.00		225.00		142.50		450.00	
Line 9 Four inch (4") concrete flatwork (sideways) reinforced with 6x6-W1.4xW1.4 welded wire mesh on a one inch (1") sand cushion including all necessary earthwork and subgrade preparation, (COA 4.10) installed complete, per specifications									
278 sf									
Unit Price	\$18.000		\$10.00		\$36.000		\$12.00		
Extended Price		5,004.00		2,780.00		10,008.00		3,336.00	
Line 10 Eight inch (8") concrete flatwork (valleys, and spandrels), minimum 4000 psi at 28 days, reinforced with #4 reinforcing bars 12" OC both ways, including all necessary earthwork and subgrade preparation, complete with toewalls when required, (COA 4.11) installed complete, per specifications									
115 sf									
Unit Price	\$29.000		\$17.00		\$42.000		\$15.00		
Extended Price		3,335.00		1,955.00		4,830.00		1,725.00	

To be awarded as one lot		West Texas Utility Contractors		LA Fuller and Sons Const LTD		Holmes Construction Company		Amarillo Utility Contractors	
		Inc							
Line 11 Furnish, haul, place and compact two inch (2") hot-mix asphaltic concrete, type D, (COA 4.17) complete, per specifications									
15 sy									
Unit Price		\$128.000		\$90.00		\$110.500		\$150.00	
Extended Price			1,920.00		1,350.00		1,657.50		2,250.00
Line 12 Trenching, supplying, laying, joining and backfilling Thirty inch (30") Reinforced concrete pipe, Class III, (COA 5.01) installed complete, per specifications									
5 lf									
Unit Price		\$244.800		\$313.00		\$5,500.000		\$1,250.00	
Extended Price			1,224.00		1,565.00		27,500.00		6,250.00
Line 13 Trenching, supplying, laying, joining and backfilling standard pre-cast Thirty inch (30") Reinforced concrete pipe 45° elbow, (COA 5.01) installed complete, per specifications									
1 ea									
Unit Price		\$1,452.000		\$1,587.00		\$5,350.000		\$1,200.00	
Extended Price			1,452.00		1,587.00		5,350.00		1,200.00
Line 14 Trenching, supplying, laying, joining, and backfilling forty-eight inch (48") Reinforced concrete pipe, Class III, (COA 5.01) installed complete, per specifications									
500 lf									
Unit Price		\$565.000		\$442.00		\$385.000		\$900.00	
Extended Price			282,500.00		221,000.00		192,500.00		450,000.00

To be awarded as one lot		West Texas Utility Contractors Inc	LA Fuller and Sons Const LTD	Holmes Construction Company	Amarillo Utility Contractors
Line 15 Trenching, supplying, laying, joining and backfilling standard pre-cast forty-eight inch (48") Reinforced concrete pipe 15" elbow, (COA 5.01) installed, per specifications					
1 ea					
Unit Price	\$1,628.000		\$2,096.00	\$7,650.000	\$1,200.00
Extended Price		1,628.00	2,096.00	7,650.00	1,200.00
Line 16 Modified reinforced concrete storm sewer inlet box, Type B-15 (one five foot (5') wing), furnished, (COA 5.05) installed complete, per specifications					
1 ea					
Unit Price	\$6,139.600		\$14,368.00	\$10,500.000	\$14,000.00
Extended Price		6,139.60	14,368.00	10,500.00	14,000.00
Line 17 Junction box complete as detailed on plans, including all miscellaneous items, (COA 5.05) installed complete, per specifications					
1 ea					
Unit Price	\$9,259.000		\$16,346.00	\$14,800.000	\$30,000.00
Extended Price		9,259.00	16,346.00	14,800.00	30,000.00
Line 18 Furnish and install headwall with wings (48" RCP) (COA 5.05) complete, per specifications					
1 ea					
Unit Price	\$34,626.000		\$7,055.00	\$6,650.000	\$18,000.00
Extended Price		34,626.00	7,055.00	6,650.00	18,000.00

To be awarded as one lot		West Texas Utility Contractors Inc	LA Fuller and Sons Const LTD	Holmes Construction Company	Amarillo Utility Contractors	
Line 19 Furnish, install and maintain Trench Safety system complying with OSHA Rules and Regulations (COA 5.08) complete, per specifications						
500	lf					
	Unit Price	\$3.000	\$13.50	\$55.000	\$7.00	
	Extended Price		1,500.00	6,750.00	27,500.00	3,500.00
Line 20 Furnish and install water main lowering as detailed on plans, including all miscellaneous items, per specifications						
1	ls					
	Unit Price	\$11,648.000	\$29,142.00	\$10,250.000	\$59,000.00	
	Extended Price		11,648.00	29,142.00	10,250.00	59,000.00
Line 21 Fiberglass manhole complete as detailed on plans, including all miscellaneous items, installed complete, per specifications						
2	ea					
	Unit Price	\$5,200.000	\$24,384.00	\$15,100.000	\$25,000.00	
	Extended Price		10,400.00	48,768.00	30,200.00	50,000.00
Line 22 Furnish and install bypass pumping plans (see special provisions) installed complete, per specifications						
1	ls					
	Unit Price	\$35,581.000	\$29,011.00	\$95,650.000	\$35,000.00	
	Extended Price		35,581.00	29,011.00	95,650.00	35,000.00

To be awarded as one lot		West Texas Utility Contractors Inc	LA Fuller and Sons Const LTD	Holmes Construction Company	Amarillo Utility Contractors	
Line 23 Furnish, install and maintain Traffic control Plan, (COA 9.04) complete as specified, per specifications						
1	ls					
	Unit Price	\$9,667.000	\$7,527.00	\$12,150.000	\$15,000.00	
	Extended Price		9,667.00	7,527.00	12,150.00	15,000.00
Line 24 Mobilization/Demobilization including insurance, payment bond, performance bond, maintenance bond and related ancillary costs. (Shall not exceed five percing (5%) of the total construction cost) (COA 10.01) complete, per specifications						
1	ls					
	Unit Price	\$8,741.000	\$30,332.10	\$30,904.480	\$40,000.00	
	Extended Price		8,741.00	30,332.10	30,904.48	40,000.00
Line 25 Seed and hyromulch, (COA 10.04) complete, per specifications						
0.30	ac					
	Unit Price	\$6,770.000	\$45,463.00	\$6,200.000	\$20,000.00	
	Extended Price		2,031.00	13,638.90	1,860.00	6,000.00
Line 26 Furnish and install articulated concrete block (ACB) mattresses, (see appendix) complete, per specifications						
943	sf					
	Unit Price	\$18.000	\$61.00	\$58.000	\$40.00	
	Extended Price		16,974.00	57,523.00	54,694.00	37,720.00

To be awarded as one lot	West Texas Utility Contractors Inc	LA Fuller and Sons Const LTD	Holmes Construction Company	Amarillo Utility Contractors
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Line 27 Trenching, supplying, laying, joining and backfilling of four inch (4") HDPE single-wall perforated pipe, (COA 5.02) installed complete, per specifications

690 lf							
Unit Price	\$23.500		\$30.00	\$26.500		\$30.00	
Extended Price		16,215.00		20,700.00		18,285.00	20,700.00

Total for Project No 560104		663,043.60		562,060.00		648,993.98	843,581.00
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Project No. 521757 Hillside Water tank West of South soncy Road/Loop 335

Line 1 Preparing the Right of Way or Project Site: Removal and disposal of concrete curb and gutter with saw cuts where necessary, (COA 3.03), per specifications

15 lf							
Unit Price	\$33.000		\$639.00	\$100.000		\$270.00	
Extended Price		495.00		9,585.00		1,500.00	4,050.00

Line 2 Excavation, regrading and channel grading to the slopes shown on the plans, (COA 4.02) complete, per specifications

340 cy							
Unit Price	\$41.000		\$26.00	\$20.500		\$27.00	
Extended Price		13,940.00		8,840.00		6,970.00	9,180.00

Line 3 Six inch (6") 3000 psi concrete curb and gutter, as detailed on plans, (COA 4.09) complete, per specifications

15 lf							
Unit Price	\$55.000		\$38.00	\$21.000		\$50.00	
Extended Price		825.00		570.00		315.00	750.00

Line 4 Remove and replace existing asphaltic concrete pavement and base course adjacent to concrete flatwork and curb and gutter (typical one foot (1') wide or, per specifications

5 sy							
Unit Price	\$52.000		\$285.00	\$22.150		\$460.00	
Extended Price		260.00		1,425.00		110.75	2,300.00

To be awarded as one lot		West Texas Utility Contractors Inc	LA Fuller and Sons Const LTD	Holmes Construction Company	Amarillo Utility Contractors
Line 5 Four inch (4") concrete flatwork (sidewalks) reinforced with 6x6-W1.4xW1.4 welded wire mesh on a one inch (1") sand cushion including all necessary earthwork and subgrade, per specifications					
60 sf					
Unit Price	\$47.250	\$14.30	\$23.000	\$14.00	
Extended Price		2,835.00	858.00	1,380.00	840.00
Line 6 Six inch (6") concrete flatwork (drainage channel), minimum 3000 psi at 28 days, reinforced with 6x6-W1.4xW1.4 welded wire mesh, on a one inch (1") sand cushion including all, per specifications					
80 lf					
Unit Price	\$52.000	\$99.00	\$170.000	\$180.00	
Extended Price		4,160.00	7,920.00	13,600.00	14,400.00
Line 7 Remove existing concrete top and replace with reinforced concrete, Type B-10, storm sewer inlet top, as specified on plans, (COA 5.01), per specifications					
1 ea					
Unit Price	\$1,876.000	\$3,040.00	\$2,500.000	\$4,500.00	
Extended Price		1,876.00	3,040.00	2,500.00	4,500.00
Line 8 Furnish, install, and maintain Traffic control Plans, (coa 9.04) complete, per specifications					
1 ls					
Unit Price	\$9,667.000	\$7,527.00	\$2,750.000	\$1,400.00	
Extended Price		9,667.00	7,527.00	2,750.00	1,400.00

To be awarded as one lot		West Texas Utility Contractors	Inc	LA Fuller and Sons Const LTD	Holmes Construction Company	Amarillo Utility Contractors	
Line 9 Mobilization / Demobilization including insurance, payment bond, performance bond, maintenance bond and related ancillary costs. (Shall not exceed five percent (5%) of the total construction cost)(COA 10.01) complete, per specifications							
1 ls							
Unit Price		\$4,253.000		\$11,358.60		\$1,868.790	\$2,200.00
Extended Price			4,253.00	11,358.60		1,868.79	2,200.00
Line 10 Remove, salvage and reinstall wood fence panels and posts, complete, per specifications							
45 lf							
Unit Price		\$100.000		\$188.00		\$55.000	\$60.00
Extended Price			4,500.00	8,460.00		2,475.00	2,700.00
Line 11 Furnish & install 1"Ø L-Bars welded all around to 1/4"x3"x3" angle iron 1'-0" OC from center post complete, per specifications							
1 ls							
Unit Price		\$5,795.000		\$1,806.00		\$3,750.000	\$1,300.00
Extended Price			5,795.00	1,806.00		3,750.00	1,300.00
Line 12 Seeding and Hydromulch, (COA 10.04) complete, per specifications							
0.45 ac							
Unit Price		\$21,308.890		\$14,572.00		\$4,500.000	\$6,800.00
Extended Price			9,589.00	6,557.40		2,025.00	3,060.00
Total for Project 52157			58,195.00	67,947.00		39,244.54	46,680.00
Bid Total			721,238.60	630,007.00		688,238.52	890,261.00
Award to Vendor				630,007.00			
Change Order #1				16,720.00			
Change Order #2				126,141.50			
Change Order #3				(20,401.00)			
Change Order #4				529,373.48			
Change Order #5				30,051.00			
Change Order #6				(21,214.05)			
Revised Amount				1,290,677.93			

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 17, 2019	Council Priority	Fiscal Responsibility
Department	Human Resources		
Contact	Sandy Elliott – Benefits Manager		

Agenda Caption

Consider – Award Stop Loss Insurance Annual Contract – RFP 02-20 to Stealth Partner Group for the estimated annual amount of \$394,857.72.

Agenda Item Summary

This is to award the City's Major Medical (Medical /Rx) Stop Loss Insurance to Stealth Partner Group for Plan Year 2020.

Requested Action

Consider for award the City's Major Medical (Medical /Rx) Stop Loss Insurance coverage to Stealth Partner Group for Plan Year 2020.

Funding Summary

General Fund/Health Plan Administration/Insurance & Bonds

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends awarding the City's Major Medical (Medical /Rx) Stop Loss Insurance coverage to Stealth Partner Group for Plan Year 2020.



Memo

To: Jared Miller, City Manager
Michelle Bonner, Deputy City Manager

From: Sandy Elliott, Benefits Manager

Re: Stop Loss Renewal Proposal

Date: December 12, 2019

The following information is presented to you for consideration in renewing medical and prescription stop loss insurance coverage with Stealth Partner Group for calendar year 2020. The City has a self-funded medical and prescription plan administered by a third-party administration ("TPA") currently with Aetna. Stop-loss insurance is coverage that provides protection against catastrophic or unpredictable losses. The City currently carries stop loss coverage with a 24/12 contract, a \$750,000 individual deductible and composite rate of \$13.10 per employee at an annual cost of \$352,599.60.

The RFP requested respondents to illustrate offers on a 24/12 and 15/12 basis including coverage for medical and prescription drugs for the following deductibles - \$750,000, \$600,000, and \$500,000. An explanation of the terms is as follows. The 24 means any claim incurred in the 12 months prior to 2020 and paid during 2020 (the twelve months of the policy) is covered under the policy. The 15/12 means the 3 months prior and paid during the 12 months of the contract is covered under the policy. The monthly administrative fee includes employees covered under the medical plan (active employees, COBRA enrollees, and pre-65 retirees) with an average headcount of 2243 employees being used for this RFP. The composite rate is included in the quote which is the number used to calculate the monthly administration fee per employee.

Stealth Partner Group was the only respondent to this RFP where they provided six carriers for consideration. QBE was chosen as the final carrier with the same terms as our current contract – 24/12 with a \$750,000 deductible. QBE's composite rate per employee is \$14.67 which is an 11.98% increase from our 2019 composite rate of \$13.10 at an annual cost of \$394,857.72. The other five carriers provided quotes with the caveat "pending large claims review" which were not firm quotes. The next closest carrier's composite rate was \$15.50 (18.32% above our current 2019 rate). The 24/12 terms with a \$600,000 deductible with QBE were considered, but the composite rate of \$21.07 with QBE (60.84% increase from 2019) did not offset the additional cost of lowering the deductible based on claims history and advisement from our Healthcare Consultant, Hub International.



HUB International (“HUB”), the City’s healthcare consultant, is instrumental in advising staff on health plan compliance, cost containment measures and industry trends for consideration during staff’s evaluation of benefit programs. During the evaluation phase of the RFP, Hub provided their recommendation of QBE with the same terms as 2019 where no change was necessary due to prior claims data, a competitive rate, and a proven track record with the City due to them being our current vendor in 2019.

The City’s Risk Board has reviewed the terms of the coverage and agrees with staff recommendation to enter into a one year agreement with QBE for stop loss insurance coverage for calendar year 2020.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 17, 2019	Council Priority	Transportation Best Practices
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Department	Transportation	Contact Person	Michael Padilla
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Agenda Caption

Consider – Award of Cradlepoint Cellular Modems for Traffic Signal Communications. This is a purchase for Traffic Signal Equipment to replace out dated dial-up modems last purchased in 2003; which are no longer compatible with new Siemens Tactics Software. The New Siemens Tactics Software was purchased as a part of a four phase project to replace software, controllers and communications throughout the City, these Cellular Modems will allow the software to communicate with Traffic Signals throughout the City.

Insight Public Sector Sled in the amount of \$50,682.40 for 80 Cradlepoint Cellular Modems

Agenda Item Summary

These Signal items are used to update technology and give the ability to be flexible with Traffic control throughout the City. These Cellular Modems will allow the Traffic Management Center to communicate with 80 Traffic Signal controllers and Cameras located at various intersections throughout the City. These modems are replacing the dial-up modems that have been used since the old system was installed in 2003. This purchase is the final purchase for phase two of the upgrades to Traffic Signals.

Requested Action

Request to award this bid to Insight Public Sector Sled in the amount of \$50,682.40

Funding Summary

Funding for \$50,682.40 for the purchase of Cradlepoint Cellular Modems will be out of 2018 Capital Bond Money (Prop 1) for Traffic Signal Upgrades 462025.17400.2040, no state or federal funds will be used for these materials.

Community Engagement Summary

No community engagement was needed this is a product that is to be used by the Transportation Department benefitting the community by providing improved Traffic movements.

Staff Recommendation

Transportation recommends acceptance of the purchase as bid by Insight Public Sector Sled.

Bid No. 6676 CONTROLLERS, REMOTE, WIRELESS

Opened 4:00 p.m. December 4, 2019

	INSIGHT PUBLIC SECTOR
To be awarded as one lot	SLED

Line 1 Infrared and Radio Frequency
Cradlepoint Router and Netcloud
Essentials for Mobile Routers, per
specifications

80 ea

Unit Price \$633.530

Extended Price 50,682.40

Bid Total	50,682.40
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Award by Vendor 50,682.40

H

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 17, 2019	Council Priority	Economic Development and Redevelopment; Civic Pride
Department	Community Development		
Contact	Juliana Kitten, Director of Community Development		

Agenda Caption

CONSIDER APPROVAL – ASSIGNMENT AND ASSUMPTION AGREEMENT

(Contact: Juliana Kitten, Director of Community Development)

This item is consideration by the City Council to consent to an Assignment and Assumption Agreement between JDL Real Estate to Park Place Capital, LLC for the Deed, Promissory Note, and Rehabilitation Agreement for properties located at 3501 SE 21st. Consent by the City Council is required as a condition of the HOME Grant Program that provided \$222,500 in November 30, 2016 to create eight (8) units of affordable housing at 3501 SE 21st. All obligations and guidelines of the U.S. Department of Housing and Urban Development (HUD) HOME Grant Program will be assumed per the original agreement.

Agenda Item Summary

JDL Real Estate received \$222,500 from the HUD Grant Program in November 30, 2016 to create eight (8) units of affordable housing at 3501 SE 21st. The requirement for this funding is that the units must be rented to families that meet the HUD guidelines for low and very low income for a 20-year period from the date of completion of the units. JDL Real Estate is requesting consent to transfer the units to Park Place Capital, LLC. Park Place Capital, LLC has provided the required documentation as a viable owner for the HOME Grant Program per HUD guidelines and will assume all obligations per the original agreement.

The Legal Department has drafted the Assignment and Assumption Agreement for consideration.

Requested Action

To provide consent to the assignment and assumption agreement between JDL Real Estate to Park Place Capital, LLC.

Funding Summary

No additional funding is associated with this agreement. If approved, Park Place LLC will assume the Deed, Promissory Note, and Rehabilitation Agreement.

Community Engagement Summary

This agreement is consistent with the Community Development objective of providing quality affordable housing in the community.

Staff Recommendation

Staff recommends City Council approval of the Assignment and Assumption Agreement, authorizing the City Manager to execute the appropriate documents.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT ("Agreement") is made between JASON LAMONS, ("Assignor"), and TREY WILKINSON, sole owner of Park Place Capital, LLC, ("Assignee").

RECITALS

WHEREAS, by instrument titled Deed of Trust ("Deed") dated, November 30, 2016, by Assignor, and recorded at Instrument Number 1303554, Official Public Records, Potter County, Texas, on November 30, 2016. Assignor granted to the City of Amarillo a lien against Assignor's property located at Lot(s) 4B, Block 25, Grand Avenue, Tract 8, to the City of Amarillo, Potter County, an addition to the City of Amarillo, Potter County, Texas, a/k/a, 3501 S.E. 21st ("Property"), to secure funding in the original principal amount of Two Hundred Twenty-Two Thousand Five Hundred and No/100 Dollars (\$222,500.00); and

WHEREAS, the HOME Rental Rehabilitation Program Promissory Note ("Promissory Note"), executed on November 30, 2016, is secured by the above-filed and recorded Deed of Trust, designating the City of Amarillo, Department of Community Development, Trustee, for the above-stated amount and original purpose to make residential rental property units available to tenants at a gross monthly rental charge not exceeding One Thousand Seventy-Six and No/100 Dollars (\$1,076.00) minus tenant paid utilities to be determined by Section 8 utility allowances prepared by the City's Community Development office with Borrower/Assignor being released at the end of twenty (20) years upon compliance with the Promissory Note; and

WHEREAS, the HOME Rental Rehabilitation Contract ("Rehabilitation Agreement") requires Assignor to maintain the Property as residential rental property to be rented for low income members of the public for residential purposes twenty years from the completion date of all rehabilitation work and other purposes described in the Promissory Note and HOME Rental Rehabilitation Contract ("Rehabilitation Agreement") between the City of Amarillo and Assignor for at least twenty (20) years from November 30, 2016; and

WHEREAS, Assignor now wishes to assign all of its rights and benefits, and delegate its obligations and liabilities under the below-stated Deed, Promissory Note, and Rehabilitation Agreement, and Assignee wishes to accept such an assignment and to perform the terms of the Deed, Promissory Note, and Rehabilitation Agreement in accordance with the terms of each such document.

AGREEMENT

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.
2. Assignor does hereby sell, assign, convey, transfer, and deliver unto Assignee all of the Assignor's right, title, and interest in and to the Deed, Promissory Note, and Rehabilitation Agreement, attached hereto and incorporated herein, subject to provisions of Section 4.
3. Assignee does hereby agree to assume, perform, and fully discharge all of Assignor's remaining covenants, duties, and obligations under the Deed, Promissory Note, and Rehabilitation Agreement, including, without limitation, the operation of the Property for the required purposes and duration set forth therein, subject to provisions of Section 4.
4. The assumption by Assignee of all of Assignor's duties, liabilities, and obligations under, or arising in connection with the Deed, Promissory Note, and Rehabilitation Agreement, expressly excludes, and nothing contained herein shall be construed to include with such assumption, the following:
 - (a) any duties, liabilities, and obligations of Assignor arising from a default by Assignor in the performance of its duties, liabilities, and obligations under the Deed, Promissory Note, and Rehabilitation Agreement; and
 - (b) any duties, liabilities, and obligations of Assignor arising from any deficient or wrongful

performance by Assignor under, or in connection with, the Deed, Promissory Note, and Rehabilitation Agreement.

5. The City of Amarillo joins in the execution of this Agreement to consent to the transfer of the Property and the assignment of Assignor's covenants, duties, and obligations under the Deed, Promissory Note, and Rehabilitation Agreement.
6. The parties agree to execute and deliver such further written documentation as may be necessary or required to consummate the assignment contemplated herein.
7. Subject to the provisions hereto, this Assignment shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, and, in the case of Assignee, its successors and permitted assigns.
8. All section headings used herein are for reference and identification purposes only and are not intended to, and shall not under any circumstances, serve to alter, amend, amplify, vary, or limit the express provisions hereof. In the event that any provision of this Assignment shall, for any reason, be held violative of any applicable law, and so much of said Assignment is held to be unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein which shall remain in full force and effect.
9. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Potter County, Texas.
10. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment, by and through the duly authorized corporate officers, as of the ____ day of January, 2020.

ASSIGNOR:

JASON LAMONS

By: _____

Date: _____

ASSIGNEE:

TREY WILKINSON

By: _____

Date: _____

CONSENT:

In a vote taken, on the date shown below, during a public meeting duly noticed and conducted in accordance with the Texas Open Meetings Act and other applicable law, the following governmental entity did duly and lawfully consent to the Assignment by Assignor and accept the Assumption by Assignee stated above:

CITY OF AMARILLO, TEXAS

By: _____

Date: _____

I

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 17, 2019	Council Priority	Civic Pride
Department	Community Development		
Contact	Juliana Kitten, Director of Community Development		

Agenda Caption

CONSIDER AWARD – HMIS SOFTWARE SYSTEM ENHANCEMENT
(Contact: Juliana Kitten, Director of Community Development)
Consider Award to Wellsky Software Systems in the amount of \$60,000 for a two-year agreement.
This contract with Wellsky Software Systems is to provide data clean-up and enhancement of the Homeless Information Management System (HMIS).

Agenda Item Summary

Wellsky Software Systems, formerly Bowman Systems, has been the HMIS software provider since January 2011 for the City of Amarillo. Community Development responded to the U.S. Department of Housing and Urban Development (HUD) request for proposal to enhance the Continuum of Care’s (CoC) current HMIS systems. Wellsky’s support and technical assistance with the HMIS software has been satisfactory. The goal is to maximize the CoC’s funding from HUD by enhancing our current software system to meet the goal of creating a coordinated entry process and enhancing the data integrity for our Community.

Requested Action

To award the HMIS Software System Enhancement to Wellsky Software Systems in the amount of \$60,000 for a two-year agreement.

Funding Summary

Funding is provided through the HUD HMIS Capacity Building Grant.

Community Engagement Summary

The City Community Development Department is the lead agency for the CoC, which has included the use of the HMIS system as a focal effort. The data integrity of the HMIS system is imperative for our community to enhance funding support to our homeless citizens.

Staff Recommendation

Staff recommends approval of the contract with Wellsky Software Systems in the amount of \$60,000 for a two-year agreement, authorizing the City Manager to execute the agreement.

BID NO. 2 YEAR AGREEMENT FOR MANAGED SERVICES

Opened 4:00 p.m. December 11, 2019

To be awarded as one lot WELLISKY

Line 1 2 Year agreement for managed services, per specifications

24 mo

Unit Price \$2,500.000

Extended Price 60,000.00

Bid Total 60,000.00

Award by Vendor 60,000.00

J

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 17, 2019	Council Priority	
Department	City Manager		
Contact	Michelle Bonner, Deputy City Manager		

Agenda Caption

Sale – Property
(Contact: Michelle Bonner, Deputy City Manager)

Sheriff Sale of properties located in Randall County.

Agenda Item Summary

This item authorizes Randall County as the Trustee, to award through a Sheriff Sale property located in Randall County to the highest bidder. The County is requesting authorization of the Sheriff Sale from all taxing entities.

The Sheriff Sale process provides for the taxing entities, depending on the amount of the bids, to recoup all or a portion of delinquent taxes.

Requested Action

Approval of the Sheriff Sale of properties.

Funding Summary

There is no funding associated with this item.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the Sheriff Sale properties.



RANDALL COUNTY

CHRISTINA McMURRAY
TAX ASSESSOR-COLLECTOR

FINANCE BUILDING
BOX 997
CANYON, TEXAS 79015-0997
(806) 468-5540
FAX (806) 468-5541
email: taxes@randallcounty.com

AMARILLO ANNEX
4320 S. WESTERN, #100
AMARILLO, TEXAS 79109-6008
(806) 468-5654
FAX (806) 468-5657
website: randallcounty.com

October 2, 2019

Michelle Bonner
Assistant City Manager
PO Box 1971
Amarillo, TX 79105-1971

Re: R078140023750

Dear Michelle Bonner:

We have received an offer from Leonor Guerra on the following property.

T-ANCHOR
LOT 011 BLOCK 0004

This property was struck off to us on August 8, 2018. The minimum bid at the time of sale was \$10,423. The 2019 appraised value of this property is \$6,250. Leonor Guerra has offered \$2,000.00 to purchase this property from our inventory of struck-off property. We recommend that you accept this offer.

If you would like to accept this offer please obtain the needed signatures and notarizations on the enclosed deed. Please return in the enclosed envelope. If you reject this offer, please return the deed with the reason for the rejection.

Please call me at 468-5540 if you have any questions.

Sincerely,

A handwritten signature in dark ink that reads "Ann Van Tassel". The signature is fluid and cursive.

Ann Van Tassel
Assistant Delinquent Tax Deputy

Enclosure

TAX DEED

NOTICE OF CONFIDENTIALITY RIGHTS:

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

STATE OF TEXAS X

COUNTY OF RANDALL X

WHEREAS, by certain Order of Sale issued out of the 251st District Court of RANDALL COUNTY, Texas, on the 3rd day of July, 2018, by the Clerk thereof in Cause No. 6553-T and styled

RANDALL COUNTY, ET AL vs. ZETOONEY, DOUG

and delivered to the Sheriff of the County and State aforesaid, commanding and directing him to seize, levy upon and sell as under execution the hereinafter described real property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by the foreclosed tax liens on such real property as established and provided by a certain Judgment rendered in said causes on the 29TH day of JANUARY, 2018 and in favor of

Amarillo Independent School District
Amarillo Junior College District
City of Amarillo
Taxing Districts Collected by Randall County

as Plaintiffs or Intervening Plaintiffs therein, against

DOUG ZETOONEY
ESTATE AND UNKNOWN HEIRS OF MARY FRANCES BOUYEA
ROBERT G BOUYEA
JOHN GARY BOUYEA
SHARON BOUYEA ESTES

DENISE SHANNON

ESTATE AND UNKNOWN HEIRS OF ROBERT G BOUYEA JR
ROBERT G BOUYEA III
ESTATE AND UNKNOWN HEIRS OF BRANDON BOUYEA
CITY OF AMARILLO

and the unknown owner or owners, and any and all other persons unknown; including adverse claimants owning or claiming any legal or equitable interest in or lien upon the real property herein described; the heirs and legal representatives known and unknown of the named defendants who may be stockholders or any of the named parties which may be corporations, foreign, domestic, defunct or otherwise, and any successors, heirs or assigns of such corporations, or anyone

as Defendants therein

And whereas on the 6TH day of July 2018, in obedience to said Order of Sale, the Sheriff of the County and State aforesaid did seize and levy on the hereinafter described real property and all the estate, right, title and interest or claims which said Defendant(s) on the 29th day of January, 2018, so had of, in and to, and since that time had of, in and to the hereinafter described real property; and on the first Tuesday of August 2018, it being the 7th day of the month, between the hours of Ten o'clock a.m. and four o'clock p.m. as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction in the County of Randall at the door of the courthouse therein in the City of Canyon, Texas, having first given public notice of the authority by virtue of which said sale was to be made, the time of levy, the time and place of sale and a description of the property that was to be sold, together with other information required by law, by causing an advertisement thereof to be published in the AMARILLO GLOBE NEWS, a newspaper for such purposes;

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property, pursuant to said judgment and Section 34.01 of the Texas Property Tax Code, was struck off to each taxing district which were parties to such tax suit and which were by said Judgment adjudged to have valid tax liens against such real property, such Sheriff's sale being evidenced by that one Sheriff's Deed recorded as Clerks Instrument No. 2018014999 in the Official Public Records of RANDALL County, Texas, reference to which is here made for a better description of said Sheriff's Deed; and,

WHEREAS, pursuant to Sections 34.05 of the Texas Property Tax Code, it has been determined by the Board of Trustees acting for and on behalf of the AMARILLO INDEPENDENT SCHOOL DISTRICT, the Commissioner's Court acting for and on behalf of TAXING DISTRICTS COLLECTED BY RANDALL COUNTY, Board of Regents of the AMARILLO JUNIOR COLLEGE DISTRICT, and the City Commission of the CITY OF AMARILLO, each of which were parties to said tax suit having tax liens against such real property, to sell said real property at a private sale subject to any existing right of redemption by the Defendant (s) in such tax suit, or any of them;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT RANDALL COUNTY, AMARILLO INDEPENDENT SCHOOL DISTRICT, AMARILLO JUNIOR COLLEGE DISTRICT, and CITY OF AMARILLO pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00)

and other good and valuable consideration, said amount being the highest and best offer received at said private sale, to them in hand paid by

LEONOR GUERRA
501 N JOHNSON
AMARILLO TX 79107

receipt of which is hereby acknowledged, having conveyed and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired and is now held by RANDALL COUNTY, AMARILLO INDEPENDENT SCHOOL DISTRICT, AMARILLO JUNIOR COLLEGE DISTRICT, and CITY OF AMARILLO, and by virtue of said tax foreclosure sale and Sheriff's Deed to the certain tract of land described as follows:

GEO: R078140023750

Lot Eleven (11), in Block Four (4), T-Anchor, an Addition to the City of Amarillo, RANDALL County, Texas

TO HAVE AND TO HOLD the above described property unto the named purchaser(s) LEONOR GUERRA, her successors, heirs, and assigns, forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referenced tax suit to all taxing units which were a party of said suit and as fully and absolutely as RANDALL COUNTY, AMARILLO INDEPENDENT SCHOOL DISTRICT, AMARILLO JUNIOR COLLEGE DISTRICT, and CITY OF AMARILLO,

can convey the above described real property by virtue of said judgment and said Order of Sale and said Section 34.05 of the Texas Property Tax Code.

EXECUTED this the _____ day of _____, 2019.

ATTEST:

Secretary

By _____
President, Board of Trustees for
Amarillo Independent School
District for AISD

STATE OF TEXAS X
 X
COUNTY OF RANDALL X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, President of the Board of Trustees of the Amarillo Independent School District, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the AMARILLO INDEPENDENT SCHOOL DISTRICT for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public, State of Texas
Typed Name: _____
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2019.

ATTEST:

County Clerk

By _____
Judge, RANDALL COUNTY

STATE OF TEXAS X
 X
COUNTY OF RANDALL X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, County Judge, RANDALL COUNTY, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of RANDALL COUNTY for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public, State of Texas
Typed Name: _____
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2019.

ATTEST:

Secretary

By _____
Mayor, CITY OF AMARILLO

STATE OF TEXAS X
 X
COUNTY OF RANDALL X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, Mayor, CITY OF AMARILLO, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the CITY OF AMARILLO for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public, State of Texas
Typed Name: _____
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2019.

ATTEST:

Secretary

By _____
Chairperson, AMARILLO
JUNIOR COLLEGE DISTRICT
BOARD OF REGENTS

STATE OF TEXAS X
 X
COUNTY OF RANDALL X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, Chairperson of the Board of Trustees of the AMARILLO JUNIOR COLLEGE DISTRICT, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the AMARILLO JUNIOR COLLEGE DISTRICT for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public, State of Texas
Typed Name: _____
My Commission Expires: _____



RANDALL COUNTY

CHRISTINA McMURRAY
TAX ASSESSOR-COLLECTOR

FINANCE BUILDING
BOX 997
CANYON, TEXAS 79015-0997
(806) 468-5540
FAX (806) 468-5541
email: taxes@randallcounty.com

AMARILLO ANNEX
4320 S. WESTERN, #100
AMARILLO, TEXAS 79109-6008
(806) 468-5654
FAX (806) 468-5657
website: randallcounty.com

October 2, 2019

Michelle Bonner
Assistant City Manager
PO Box 1971
Amarillo, TX 79105-1971

Re: R005250004550

Dear Michelle Bonner:

We have received an offer from Leonor Guerra on the following property.

BROADMOOR ADDITION
LOT 007 BLOCK 000D

This property was struck off to us on April 2, 2019. The minimum bid at the time of sale was \$9,849.94. The 2019 appraised value of this property is \$6,250. Leonor Guerra has offered \$2,000.00 to purchase this property from our inventory of struck-off property. We recommend that you accept this offer.

If you would like to accept this offer please obtain the needed signatures and notarizations on the enclosed deed. Please return in the enclosed envelope. If you reject this offer, please return the deed with the reason for the rejection.

Please call me at 468-5540 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Ann Van Tassel".

Ann Van Tassel
Assistant Delinquent Tax Deputy

Enclosure

TAX DEED

NOTICE OF CONFIDENTIALITY RIGHTS:

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

STATE OF TEXAS X

COUNTY OF RANDALL X

WHEREAS, by certain Order of Sale issued out of the 47TH District Court of RANDALL COUNTY, Texas, on the 1ST day of MARCH, 2019, by the Clerk thereof in Cause No. 6960-T and styled

RANDALL COUNTY, ET AL vs. TUEY, ADAM & TUEY CASSANDRA

and delivered to the Sheriff of the County and State aforesaid, commanding and directing him to seize, levy upon and sell as under execution the hereinafter described real property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by the foreclosed tax liens on such real property as established and provided by a certain Judgment rendered in said causes on the 25TH day of OCTOBER, 2018 and in favor of

Amarillo Independent School District
Amarillo Junior College District
City of Amarillo
Taxing Districts Collected by Randall County

as Plaintiffs or Intervening Plaintiffs therein, against

ADAM CHRISTOPHER TUEY
CASSANDRA DAWN TUEY
CITY OF AMARILLO

and the unknown owner or owners, and any and all other persons unknown; including adverse claimants owning or claiming any legal or equitable interest in or lien upon the real property herein described; the heirs and legal representatives known and unknown of the named defendants who may be stockholders or any of the named parties which may be corporations, foreign, domestic, defunct or otherwise, and any successors, heirs or assigns of such corporations, or anyone

as Defendants therein

And whereas on the 5TH day of March 2019, in obedience to said Order of Sale, the Sheriff of the County and State aforesaid did seize and levy on the hereinafter described real property and all the estate, right, title and interest or claims which said Defendant(s) on the 25th day of October, 2018, so had of, in and to, and since that time had of, in and to the hereinafter described real property; and on the first Tuesday of April 2019, it being the 2nd day of the month, between the hours of Ten o'clock a.m. and four o'clock p.m. as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction in the County of Randall at the door of the courthouse therein in the City of Canyon, Texas, having first given public notice of the authority by virtue of which said sale was to be made, the time of levy, the time and place of sale and a description of the property that was to be sold, together with other information required by law, by causing an advertisement thereof to be published in the AMARILLO GLOBE NEWS, a newspaper for such purposes;

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property, pursuant to said judgment and

Section 34.01 of the Texas Property Tax Code, was struck off to each taxing district which were parties to such tax suit and which were by said Judgment adjudged to have valid tax liens against such real property, such Sheriff's sale being evidenced by that one Sheriffs Deed recorded as Clerks Instrument No. 2019006232 in the Official Public Records of RANDALL County, Texas, reference to which is here made for a better description of said Sheriff's Deed; and,

WHEREAS, pursuant to Sections 34.05 of the Texas Property Tax Code, it has been determined by the Board of Trustees acting for and on behalf of the AMARILLO INDEPENDENT SCHOOL DISTRICT, the Commissioner's Court acting for and on behalf of TAXING DISTRICTS COLLECTED BY RANDALL COUNTY, Board of Regents of the AMARILLO JUNIOR COLLEGE DISTRICT, and the City Commission of the CITY OF AMARILLO, each of which were parties to said tax suit having tax liens against such real property, to sell said real property at a private sale subject to any existing right of redemption by the Defendant (s) in such tax suit, or any of them;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT RANDALL COUNTY, AMARILLO INDEPENDENT SCHOOL DISTRICT, AMARILLO JUNIOR COLLEGE DISTRICT, and CITY OF AMARILLO pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00) and other good and valuable consideration, said amount being the highest and best offer received at said private sale, to them in hand paid by

LEONOR GUERRA
501 N JOHNSON
AMARILLO TX 79107

receipt of which is hereby acknowledged, having conveyed and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, all the right, title and interest as was acquired and is now held by RANDALL COUNTY, AMARILLO INDEPENDENT SCHOOL DISTRICT, AMARILLO JUNIOR COLLEGE DISTRICT, and CITY OF AMARILLO, and by virtue of said tax foreclosure sale and Sheriff's Deed to the certain tract of land described as follows:

GEO: R005250004550

Lot No. 7, Block No. D. Broadmoor Addition, an Addition to the City of Amarillo, RANDALL County, Texas

TO HAVE AND TO HOLD the above described property unto the named purchaser(s) LEONOR GUERRA, her successors, heirs, and assigns, forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referenced tax suit to all taxing units which were a party of said suit and as fully and absolutely as RANDALL COUNTY, AMARILLO INDEPENDENT SCHOOL DISTRICT, AMARILLO JUNIOR COLLEGE DISTRICT, and CITY OF AMARILLO,

can convey the above described real property by virtue of said judgment and said Order of Sale and said Section 34.05 of the Texas Property Tax Code.

EXECUTED this the _____ day of _____, 2019.

ATTEST:

Secretary

By _____
President, Board of Trustees for
Amarillo Independent School
District for AISD

STATE OF TEXAS X
 X
COUNTY OF RANDALL X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, President of the Board of Trustees of the Amarillo Independent School District, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the AMARILLO INDEPENDENT SCHOOL DISTRICT for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public, State of Texas
Typed Name: _____
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2019.

ATTEST:

County Clerk

By _____
Judge, RANDALL COUNTY

STATE OF TEXAS X
 X
COUNTY OF RANDALL X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, County Judge, RANDALL COUNTY, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of RANDALL COUNTY for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public, State of Texas
Typed Name: _____
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2019.

ATTEST:

Secretary

By _____
Mayor, CITY OF AMARILLO

STATE OF TEXAS X
 X
COUNTY OF RANDALL X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, Mayor, CITY OF AMARILLO, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the CITY OF AMARILLO for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public, State of Texas
Typed Name: _____
My Commission Expires: _____

EXECUTED this the _____ day of _____, 2019.

ATTEST:

Secretary

By _____
Chairperson, AMARILLO
JUNIOR COLLEGE DISTRICT
BOARD OF REGENTS

STATE OF TEXAS X
 X
COUNTY OF RANDALL X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, Chairperson of the Board of Trustees of the AMARILLO JUNIOR COLLEGE DISTRICT, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the AMARILLO JUNIOR COLLEGE DISTRICT for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public, State of Texas
Typed Name: _____
My Commission Expires: _____

Amarillo City Council

Agenda Transmittal Memo



A

Meeting Date	December 17, 2019	Council Priority	Economic Development/Redevelopment
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

CONSIDER OF ORDINANCE NO.

Public hearing and first reading of an ordinance to consider amendments to the Amarillo Municipal Code, Chapter 4-10, Article IV, Section 4-10-121, Downtown Urban Design Standards.

Agenda Item Summary

The Downtown Amarillo Urban Design Standards (DAUDs) were first adopted by City Council in 2010 and amended in 2014. The Standards were a key recommendation in the 2008 Downtown Strategic Action Plan. Implemented as a zoning overlay, their purpose is to preserve and reinforce the unique features of a downtown building environment. Improvements to walkways, landscaping, building facades, new construction, parking, lighting, signage, and fencing are reviewed for compliance with the adopted standards.

A progress review for the Downtown Strategic Action Plan was initiated by city staff in October 2018. This included a review and analysis of DAUDs as well. A committee was formed with members from the City Council, Planning and Zoning Commission, Board of Review for Landmarks, Historic Districts & Downtown Design, Downtown Amarillo Inc, Center City TIRZ#1, and Center City Main Street to work with city staff to determine the necessary updates to the both the plan and the design standards.

Generally the two main changes to the Standards proposed as a result of this process are 1) requiring walkway improvements for the construction of new parking lots and 2) providing some language to assist the LHD&DD in reviewing requests for exceptions to the light pole style requirements.

The amendments have been recommended for approval by both the Board of Review for Landmarks, Historic Districts and Downtown Design, and the Planning and Zoning Commission.

Requested Action

Request City Council approval of the amended standards.

Funding Summary

No funding was needed for the update.

Community Engagement Summary

The Downtown Plans Review Committee represented a diverse group of downtown stakeholders. Working with city staff, their proposed amendments were presented at a public meeting on September 10, 2019, and attendees could participate in discussions about the Standards as well as leave comments for revisions. Feedback from that meeting was reviewed and incorporated by the committee in October. The final proposed amendments were then presented to the Board of Review for Landmarks, Historic Districts and Downtown Design on October 28, the Planning and Zoning Commission on November 13, and the TIRZ#1 Board on November 14. In total, there were fourteen meetings held over fourteen months to discuss and develop the recommended changes to City Council.

Staff Recommendation

Staff recommends approval as presented.

LSS 12/5/2019

ORDINANCE NO. 7834

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS AMENDING SECTION 4-10-1002, DOWNTOWN URBAN DESIGN STANDARDS, OF CHAPTER 4-10, ZONING, ARTICLE XXI, APPENDIX ILLUSTRATIONS, OF THE CODE OF ORDINANCES, TO PROVIDE FOR MODIFICATIONS TO THE STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City, by adopting Ordinance 7223 on July 20, 2010, created the Downtown Urban Design Overlay District, and associated regulations were first amended by Ordinance 7498 on November 25, 2014; and

WHEREAS, the City Council has the authority to amend the Downtown Urban Design Overlay District's development standards as needed to accomplish the purposes of such District; and

WHEREAS, the City Council finds that it is in the best interests of economic development of the community at-large, and particularly the aesthetics, safety, and redevelopment of downtown, and for the public health and welfare to modify the standards as set forth herein for the Downtown Urban Design Standards established in a special overlay zoning district for urban design standards in the Amarillo downtown area.

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

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

SECTION 2. The Amarillo Municipal Code, Chapter 4-10, Zoning, Article XXI, Appendix Illustrations, Section 4-10-1002, Downtown Urban Design Standards, is hereby

LSS 12/5/2019

modified and adopted, attached hereto and incorporated herein by reference, being on file in the Planning Department of the City.

SECTION 3. Severability. In the event this Ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of this Ordinance, and such remaining portions shall continue to be in full force and effect.

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

SECTION 5. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this _____ day of December, 2019; and **PASSED** on Second and Final Reading the _____ day of January, 2020.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

Downtown Amarillo

URBAN DESIGN

STANDARDS



Adopted 2010
Amended 2014

Final Redline Draft October 30, 2019

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In recent years, parts of Downtown Amarillo have been successful in attracting people back to the central city to live, work, play, shop and learn. This renaissance of Downtown is in part attributable to the authentic urban quality of these areas of Downtown. This urban quality has been preserved in some buildings, streets and corridors such as Polk Street. Almost without exception, these more successful areas of Downtown are those that have implemented the urban characteristics described in these design standards. These Downtown Urban Design Standards were developed to improve and protect the appearance, value and function of downtown properties. The standards are intended to allow for creativity and variety within a framework of basic design parameters that will reinforce the best attributes of Downtown. The following principles serve as a basis for the standards contained in this document. Projects are evaluated with respect to the principles, in addition to the pertinent standards.

General Design Principles

1. **Promote a pedestrian oriented urban form.** The Downtown Urban Design Standards focus on promoting a walkable urban form of development consistent with the character suited to a Downtown. The focus on form promotes buildings that conform to tested urban design principles and that adapt to changing conditions over time.
2. **Maximize connectivity and access.** The continued success of Downtown Amarillo requires a multi-modal circulation network in which visitors, employees and residents may conveniently walk, drive, bike or ride public transit to destinations within and outside of the district. The Downtown Urban Design Standards are intended to promote walkable blocks and street designs that balance these transportation modes and ensure accessibility for all residents and visitors, including those with disabilities.
3. **Require excellence in the design of the public realm.** The most successful urban environments are those in which walking down the street is appealing and memorable. Streets, plazas, parks, and other public spaces should be comfortable and inviting. Buildings fronting such spaces should be active and visually interesting at the pedestrian level.
4. **Support existing Downtown businesses.** The Downtown Urban Design Standards should support the success of existing businesses.



Connecting the civic center and downtown core by creating walkable streets is important to the success of downtown.



Implementation of quality design in downtown development will support downtown businesses.

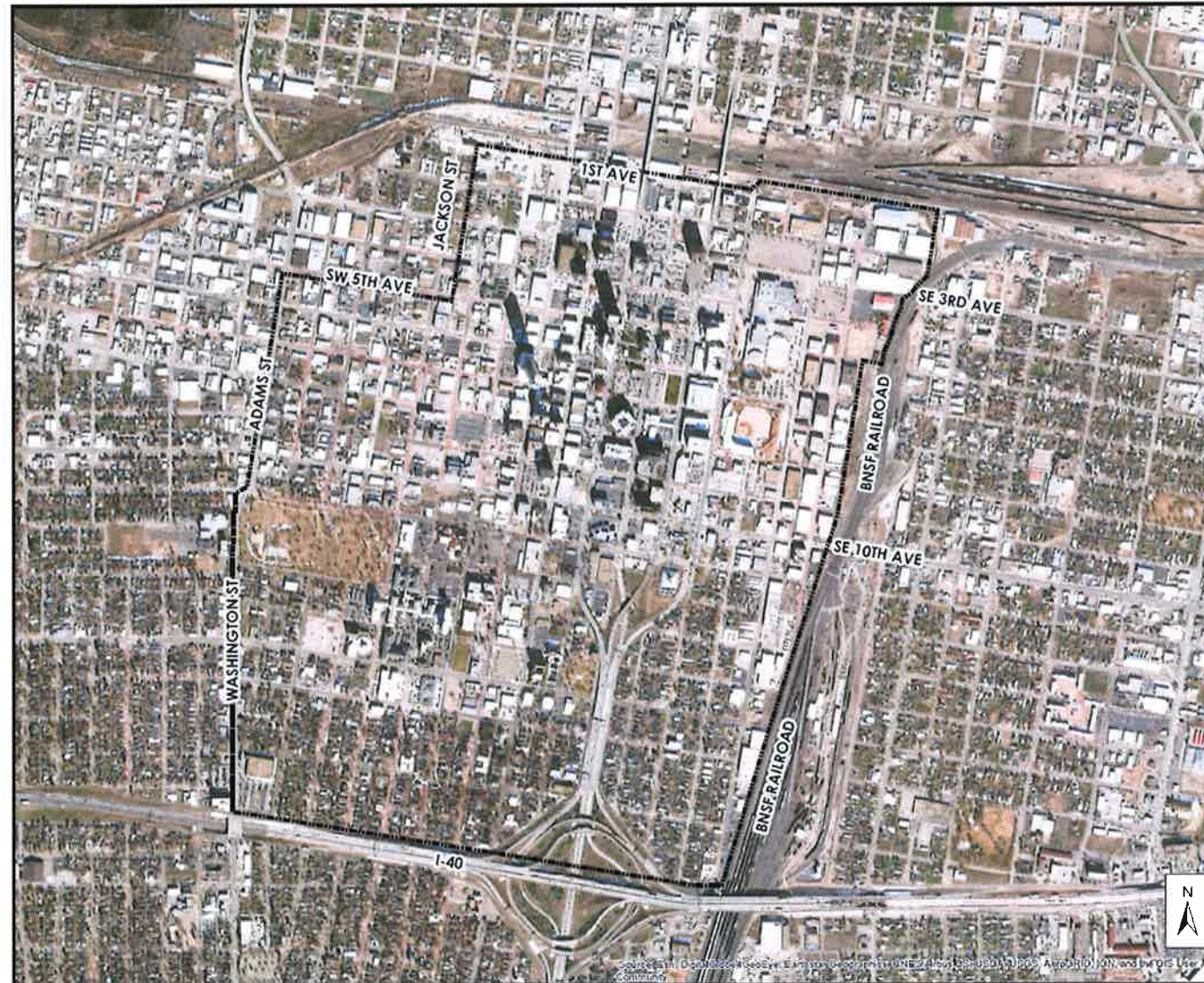
5. **Encourage adaptive reuse and support the preservation of historically significant buildings.** Downtown includes historically significant buildings. The standards and guidelines are intended to work in conjunction with the City's Landmarks and Historic Districts Ordinance to encourage preservation and adaptive reuse of significant buildings.
6. **Encourage creativity, architectural diversity and exceptional design.** The Downtown Urban Design Standards and Guidelines promote high-quality design. Standards and the development review process are intended to support creativity and exceptional design while discouraging uniformity.



Adaptive reuse of historically significant buildings is important to downtown's success.



High-quality, creative design is encouraged in these standards.



Intent

The Downtown Urban Design Standards apply to projects located within the Downtown Urban Design District (see map on page 5). The standards intend to encourage a high level of design quality and provide the flexibility necessary to encourage creativity on the part of the project designers in response to existing site conditions. The Downtown Urban Design Standards included in this document are intended to be clear, concise, flexible, and to facilitate the timely approval of conforming projects. Whenever there is a conflict between the Downtown Urban Design Standards and other sections of the City of Amarillo Zoning Ordinance, the requirements specifically set forth in this document shall prevail.

Board of Review for Landmarks, Historic Districts, and Downtown Design (LHD&DD)

The LHD&DD board was previously known as the Downtown Design Review Board and was merged with the Landmarks and Historic Board in 2019. The LHD&DD is appointed by the Amarillo City Commission. All appointees must be residents of the City of Amarillo. The LHD&DD shall consist of at least seven voting members and one alternate member who represent a balanced mix of the following (all categories may not be necessarily represented):

- Real estate profession
- Structural/landscape architecture profession
- Landscape architecture profession
- Land use/planning profession
- Downtown property or business owner
- Downtown resident

The LHD&DD is charged with the administration of Downtown Urban Design Standards. The Planning Department Director or his/her staff serves as staff advisor to the LHD&DD. If desired, additional guidance may be sought from representatives from Downtown Amarillo, Inc. (DAI). DAI will always be available to work preliminarily with applicants before hearings. Hearings will be held as necessary to conduct business.

Projects Subject to Review

All development projects within the Downtown Urban Design District that include changes or additions to the walkway, landscape, building edge (new construction or façade changes) and/or building signage are subject to review by the Planning Department staff and/or the LHD&DD for compliance with the Downtown Urban Design Standards. Exterior painting and changes to the interior of buildings that do not affect the exterior of buildings are not subject to these standards. Public projects that undergo a public review/comment process do not require review by the Downtown Design Review Board but still require standard permitting and staff review.

The LHD&DD may approve the application as submitted, approve the application with conditions, or deny the application. When conditions are attached to a project's approval, the conditions will require modifications to the proposed design that are necessary to ensure the project's compliance with the design standards.

Administrative Review vs. LHD&DD Review

Projects that are clearly consistent with all applicable General Design Principles and that clearly conform to all standards may be approved administratively by the Planning Department staff. Planning staff may work with Downtown Amarillo, Inc. (DAI) as a resource to discuss a case. Staff may also refer an administrative case to the LHD&DD if staff believes it needs LHD&DD approval. The LHD&DD shall review projects that require interpretation or discretionary judgment with respect to the project's compliance with standards. Applicants may always choose to have a case reviewed by the LHD&DD.

The following items are eligible for administrative approval:

- All signage that meets the district standards
- Landscaping and street lighting
- Sidewalk construction including trees and furnishing
- Minor modifications to existing buildings
- Temporary construction facilities
- Historic buildings restored to the original state (in kind).

LHD&DD will review the following:

- All new construction projects, defined as Construction of a new building (excluding Accessory buildings) on a property.
- Major modifications of buildings, defined as any existing building which is altered by increasing the existing foot print by 50 percent or more, either by a single expansion or by the cumulative effect of a series of expansions.
- Projects that increase by 50 linear feet or more, the building's façade that fronts, or is adjacent to, public right-of-way.
- **Construction of new parking lots or the expansion of existing parking lots in area by 50 percent or more.**
- Items that staff refers to **LHD&DD**
- Cases that vary from standards

Staff will have final approval for cases administratively approved, and the **LHD&DD** will have final approval of cases reviewed by the **LHD&DD**. Appeals of an administrative decision will be heard by the **LHD&DD**. Appeals of the **LHD&DD** will be heard by the Zoning Board of Adjustment, who will offer the final decision.

Certificate of Appropriateness

The Planning Department staff or the **LHD&DD** will issue a COA for approved public and private projects. The COA is valid for one year from the date of approval. Projects receiving a COA that are not complete within one year and are not approved as a Phased Project will be required to resubmit an

application for a COA. Changes or modifications to project plans which have previously been approved for a COA must be submitted for review and approval.

Required Information from Applicant

The full list of required documents is included in the application available from the City's Planning Department. The application is available on line at <https://amarillo.gov/our-city/forms-and-applications/development-services>, or call the Planning Department at 806-378-6290.

Review of Phased Projects

The **LHD&DD** may approve a COA for all phases provided that the applicant sub-mits drawings that depict the initial phase as well as all future phases.

LHD&DD Discussion Items

One of the **LHD&DD's** roles is to provide informal guidance to developers during the conceptual design phase. Developers of significant projects may choose to present conceptual plans to the **LHD&DD** for discussion purposes without a final vote. This discussion may assist developers in receiving preliminary feed-back on projects, but is not required. Applicants are still required to receive approval by the **LHD&DD** for all work listed in the standards and guidelines except for projects that are eligible for administrative approval.

Variances to Zoning Ordinance

The **LHD&DD** is authorized to approve appropriate exceptions to any of the Downtown Urban Design Standards provided a project complies with applicable design standards intent. However, any variance for basic property development standards related to building heights or setbacks requires approval by the Zoning Board of Adjustment. Variances should be recommended for approval by the **LHD&DD**.

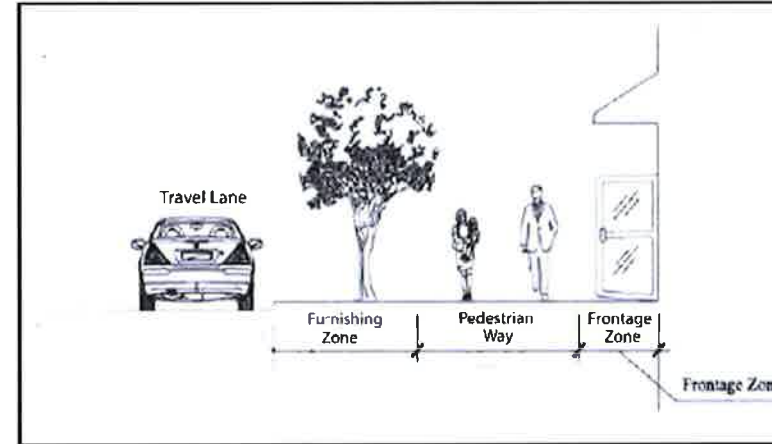
Intent

Well designed walkways create a safe and comfortable environment for pedestrians. They encourage people to live, work and play downtown. They create an active, linear public place for people to walk, shop, relax and socialize. Walkways help create a marketplace of people, goods and ideas. Walkways may incorporate street trees and other landscaping, trash receptacles, street and pedestrian lighting, benches, bicycle racks and other downtown infrastructure.

Walkway Standards

- Walkway improvements: Include sidewalk, street tree and pedestrian light standards.
- When Required: Applicants will be required to implement walkway improvements when any of the following occur:
 - ⇒ All new construction projects, defined as Construction of a new building (excluding Accessory buildings) on a property
 - ⇒ Major modifications of buildings, defined as any existing building which is altered by increasing the existing floor area by 50 percent or more, either by a single expansion or by the cumulative effect of a series of expansions will require all walkway standards around the total perimeter of the property that fronts, or is adjacent to, public right-of-way.
 - ⇒ Projects that increase by 50 linear feet or more, the building's façade that fronts, or is adjacent to, public right-of-way.
 - ⇒ Buildings that have been vacant for one year or more and are converted from an inactive use (such as vacant, storage, warehouse or otherwise unoccupied) to an active use.
 - ⇒ Construction of new parking lots or the expansion of existing parking lots in area by 50 percent or more. are required to meet street tree and sidewalk standards, but not pedestrian light standards.

Improvements within the right-of-way including sidewalks, landscaping, pedestrian lights and other infrastructure may not be modified or removed without approval. Private property improvements shall not encroach upon the public right of way without City approval.



A typical urban streetscape with frontage zone, clear pedestrian way, and furnishing zone.



Great walkways provide a safe and comfortable environment for pedestrians and enhance the downtown experience.

DOWNTOWN WALKWAY CORRIDORS: FURNISHING AND LANDSCAPE

Elements of a Streetscape:

Frontage Zone: The Frontage Zone is located immediately adjacent to buildings, walls, fences or property lines fronting a street or public space. This zone typically includes landscape, awnings and news racks, benches, and outdoor café seating.

Pedestrian Way: The Pedestrian Way serves as the area dedicated to walking and shall be kept clear of all fixtures and obstructions. The clearance provided in the Pedestrian Way should generally be straight for the convenience of all pedestrians, but especially for the sight-impaired and those using a wheelchair. This zone is located between the Frontage Zone and the Furnishing Zone. The standard widths for the Pedestrian Way shall be a minimum of 7 feet. Where sufficient right-of-way and/or public access easement exists, the Pedestrian Way shall be greater in width.

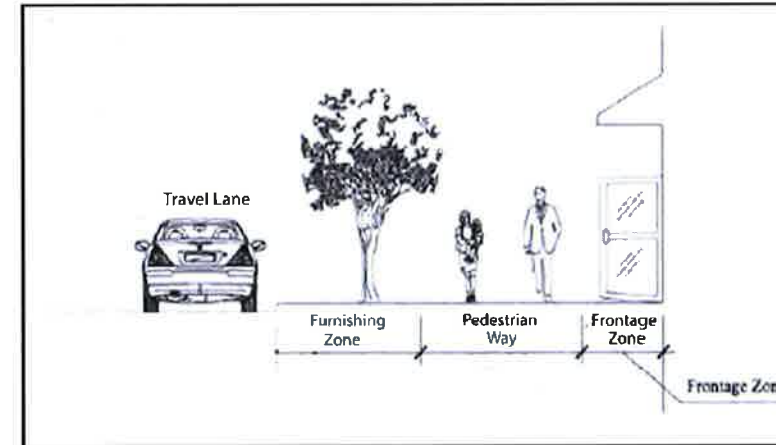
Furnishing Zone: The Furnishing Zone lies between the Pedestrian Way and the Street. This zone includes street trees and utility poles, Parking and transit signage, bike and news racks, benches, transit shelters, waste receptacles, and outdoor seating depending on sidewalk width.

Walkway Landscape Intent:

Increase the quality of life for business owners, residents and visitors in Downtown.

Walkway Landscape Objectives:

- Provide shade and a sense of enclosure through the addition of more trees.
- Increase comfort for pedestrians.
- Visually enhance stark walls through the use of plant material.
- Create a linear park system.



A typical urban streetscape with frontage zone, clear pedestrian way, and furnishing zone.



Great walkways provide a safe and comfortable environment for pedestrians and enhance the downtown experience.

STREET TREE STANDARDS

- Installation of trees is required only when the following occurs:
 - New construction projects **for buildings and parking lots (defined on Page 8).**
 - Major modifications of buildings (for more detail, see Walkway Standards, When Required on Page 8).
 - Redevelopment of vacant buildings (for more detail, see Walkway Standards, When Required on Page 8).
- The following tree standards shall be met when either installing new trees or replacing existing trees within the public right-of-way.
 - Street trees shall be located in the Furnishing Zone next to the street (within 2 to 4 feet of the curb). On side walks greater than 18 feet, a double row of trees is allowed.
 - Street trees shall be deciduous in order to provide shade in the summer and light in the winter.
 - Permanent Irrigation shall be provided to ensure the life of the tree.
 - Trees shall be pruned to a clearance height of 7 feet. Exceptions may be made for newly planted trees.
 - Trees shall be selected to fit the size and scale of the setting.
 - Trees shall be a minimum of 3-inch caliper. 4 inch or larger caliper is encouraged.
 - Planting distance shall be a maximum of 25 feet. Exceptions may be made to accommodate curb cuts, fire hydrants, fixed infrastructure elements, and primary building entrances.
 - Trees shall be planted flush with the sidewalk surface using tree grates or planting wells. Tree grates shall be adjustable to allow for tree growth and shall be securely attached. Tree grate openings shall meet ADA standards. Planting wells shall be planted with plants that are hardy in the Amarillo area and shall be maintained.



Street trees help create a linear park and enhance both the aesthetics and function of downtown



Street trees shall be deciduous, a minimum of 3-inch caliper when planted and located in the furnishing zone near the curb.

- In areas with narrow sidewalks, suspended paver grates that allow for the placement of pavers directly over the tree planting area may be used.
- If infrastructure prevents the use of at-grade planting, a raised planter may be used. Other techniques will be considered on a case by case basis.
- The use of root barriers is encouraged to prevent sidewalk damage as the trees grow.
- **In the case of existing street trees, consideration will be given for flexibility in order to comply with these standards overall.**

APPROVED DOWNTOWN STREET TREE LIST

Street trees are those planted adjacent to the streets in the sidewalk Furnishing Zone. Any trees installed within the right-of-way shall be consistent with the following species. The following trees are recommended for planting in tree wells in sidewalks:

Shumard Red Oak	Shademaster Honey Locust	Lace Bark Elm	Cedar Elm
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The following trees are recommended for planting in sidewalks where turf or plantings surround the trees:

Burr Oak	Shumard Red Oak	Shademaster Honey Locust	Cedar Elm
Chinese Pistache			

Walkway Corridors

Page 11

PEDESTRIAN LIGHT STANDARDS

- Installation of pedestrian lighting is required only when the following occurs:
 - New construction projects **for buildings (defined on Page 8).**
 - Major modifications of buildings (for more detail, see Walkway Standards, When Required on Page 8).
 - Redevelopment of vacant buildings (for more detail, see Walkway Standards, When Required on Page 8).
- The following pedestrian light standards shall be met when either installing new pedestrian lights or replacing existing pedestrian lights within the public right-of-way.
 - Pedestrian lights shall be the designated design for Downtown (see image and description on right).
 - Pedestrian lights shall be located approximately at the mid-point between street trees.
 - Maximum spacing is 50 feet.
 - Lights shall be located in the Furnishing Zone. Spacing requirements can be adjusted to accommodate mature existing trees, curb cuts, fire hydrants, fixed infrastructure elements, steps and existing buildings.
 - **The LHD&DD may consider alternatives to lighting styles that meet the intent of these design standards. Different light pole colors may be considered in a contiguous campus setting where one entity owns all land within the campus, or lights that are more architecturally compatible to a historic structure (different bulb type or number of bulbs). LHD&DD will take into consideration the characteristics of existing light standards installed within the block and adjacent blocks, as well as the building architectural design, when evaluating requests for exceptions to the standards.**
- All lighting within the walkways shall cast a white light. **The city encourages the use of glare shields or shades to direct light appropriately along the street and sidewalks.**
- Pedestrian lighting is not required for residential developments of four units or less.



Pedestrian lights help create a safe, pleasant environment Downtown. Lights installed shall be of the above design.



High quality sidewalk material is important to help create a safe and attractive walkway. Incorporating brick is encouraged.

SIDEWALK STANDARDS

- Sidewalks are required for all developments downtown along street-facing facades.
- Installation of new sidewalks (if none exist) or repair or replacement of sidewalk (if needed) is required when the following occurs:
 - New construction projects **for buildings and parking lots (defined on Page 8).**
 - Major modifications of buildings (for more detail, see Walkway Standards, When Required on Page 8).
 - Redevelopment of vacant buildings (for more detail, see Walkway Standards, When Required on Page 8).
- The following sidewalk standards shall be met when installing a new sidewalk.
 - All sidewalks shall have a minimum of 7 feet of linear unobstructed pedestrian way.
 - Sidewalks shall be concrete, brick, high quality concrete pavers, or a combination of these. Incorporating brick in sidewalks is encouraged.
 - Synthetic surface treatments are not allowed.
 - When sidewalks are removed and replaced or new sidewalks are added, materials used shall be compatible with the adjacent sidewalks in pattern, texture and color.
 - Asphalt is not allowed.
 - **The use of brick or other delineating materials near intersections is encouraged when installing a new sidewalk.**

LANDSCAPE STANDARDS

- Developments that are set back from the building line shall incorporate landscaping such as bushes, flowers and other plantings.
- Durability of materials at street level are important Downtown. Pots and planters shall be of clay, concrete, ceramic, metal, or masonry materials.
- Potted plants shall be compatible in scale and design with the immediate surrounding area.
- Pots shall be located in the furnishing or frontage Zones and shall not interfere with the pedestrian way.
- Climbing vines and public art are encouraged for large blank walls to add texture and form.
- Drought-tolerant plantings are encouraged.



Climbing vines and public art are encouraged to help soften large blank walls.



Benches provide comfort for downtown pedestrians and are encouraged.

SKYWALKS AND UNDERGROUND PASSAGES

- Skywalks and underground passages are not allowed.
- Exception cases must meet the following: 1) Will not result in substantially removing pedestrians from the street or sidewalk; 2) Does not block Downtown views; 3) Does not create unpleasant or unsafe conditions for pedestrians below; 4) Is necessary for public safety where pedestrian travel on the street is either severely hampered or unsafe due to substantial obstructions to pedestrian circulation or adverse street conditions; 5) Is necessary as a connector for correction facilities for transporting inmates or for medical facilities for moving patients or other similar applications where safety or security are a concern (i.e., retirement facilities, schools, or churches, etc.).

MECHANICAL EQUIPMENT STANDARDS

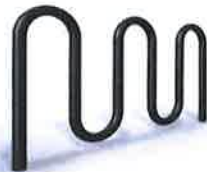
- Exhaust/venting, trash containers, and noise-generating mechanical systems shall not be placed adjacent to the walkway in a manner that diminishes the comfort of pedestrians. Exceptions for existing structures may be made if the applicant can clearly demonstrate that it is physically impossible and there are no other alternatives based on the original design of the building.
- Ventilation devices shall not be located in the pedestrian zone. Exceptions may be made if the applicant can clearly demonstrate that a prior condition based on existing infrastructure prevents an alternative.

WALKWAY FURNISHINGS

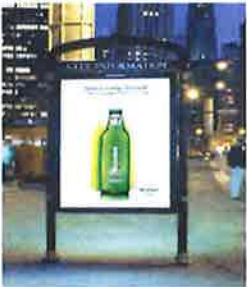
- Walkway furnishings, such as benches and trash receptacles, are encouraged. They add comfort and draw people to sidewalks downtown, reinforcing the concept of Downtown as a market place and sidewalks as a linear park system.
- Permanent elements shall not be located in the pedestrian way.
- Benches shall be compatible with other benches along a block face.
- Benches shall be constructed of quality, durable material.
- Other streetscape furnishings such as bike racks, trash cans, and other movable objects shall be compatible with existing furnishings along the block.



48" Tree grate and frame



Bike rack



Two sided
information
kiosk



LED Street light



The above elements have been selected for Downtown as a standard. Any of the walkway elements installed, whether voluntary or required, shall incorporate the above design.

BUILDING EDGE STANDARDS

- All new developments, regardless of use, shall locate buildings at or near the property line. Buildings shall face the street or other public spaces with a setback of no more than 5 feet from the property line.
- Changes to existing building facades shall be consistent with existing architecture, architectural features and floor plans. The ground level shall be designed in a way to allow conversion to retail or other active uses if they are not feasible at the time of opening.
- Street-facing facades shall have significant transparency with windows.
- Overly tinted, reflective or opaque glass is not allowed on the ground floor of buildings.
- The ground floor of buildings shall include architectural relief at least every 30 feet. This relief may include, but is not limited to doors, change in depth, columns or post, windows, and changes in materials.
- New buildings should differentiate between the first and second floor.
- Windows, stoops and porches shall open to the street.
- Primary building entrances shall be clearly articulated using elements such as awnings, canopies, recessed entry or other similar treatments.
- Corner entrances are encouraged for strong visibility at intersections.
- Long facades shall be broken up with articulation or other architectural treatments.
- Where office and retail/entertainment spaces coexist, consider placing the retail entrances and prime exposure at the corners and the office entrances at mid-block locations.



Buildings shall face the street with little or no setback and shall incorporate transparency. This helps define the public space and creates interest along walkways.



Buildings that are located at or near the property line and have varying architectural articulation create interest for downtown users.

- Bringing restaurant and retail activities out to the walkway is strongly encouraged where unobstructed pedestrian walkway is maintained.
- Operable windows are encouraged for all buildings.
- Painting of the exterior is not subject to these standards.
- A maximum of one entrance/exit drive is allowed per parking lot per street frontage.



Facades facing the street and/or pedestrian walkway without transparency and architectural articulation are not allowed

FENCING STANDARDS

- Walled-off or fenced developments, defined as perimeter fencing around all or part of a development, are not allowed. Railings, such as railing for porches and sidewalk dining, are not considered to be included in this definition.
- Railings for outdoor dining shall not extend into the Pedestrian Zone, shall have a maximum height of 4 feet, and be compatible with the surrounding streetscape.
- Chain-link, barbed-wire, or razor-wire fences are not allowed.
- Fencing of quality, materials, no higher than six feet may be considered for courtyards, green-space, or private parking that is part of a development. Acceptable materials include wrought iron, brick, stone, or dark tubular steel. Such fencing shall have openings (transparency) constituting no less than 75% of the surface area. These applications will be considered on a case-by-case basis.



Private parking that is part of a development may be fenced with quality, transparent fencing up to six feet tall.



Quality, transparent fencing, such as wrought iron, up to six feet tall may be installed for private courtyards or green space, such as these examples of private areas adjacent to commercial and residential developments.



Windows, stoops and porches shall open to the street.



Recessed entries is one method of clearly defining primary building or retail entrances.



(left) Bringing dining into the sidewalk where sufficient sidewalk width exists is encouraged. Railings shall be no more than four feet and made of quality material.



Corner entrances and architectural features are encouraged for buildings located at intersections.

ROOF STANDARDS

- Roof shape and roofing materials shall be harmonious with existing buildings and overall building design.
- Parapets shall be high enough to screen all roof-mounted equipment from the view of pedestrians.

EXTERIOR LIGHTING STANDARDS

- Building-mounted lighting on facades or other accent lighting on architectural features are encouraged.
- Building lights shall be compatible with the architecture of the building.
- Lighting shall be designed in a manner to avoid disturbances and glare onto adjacent properties.
- White lights in street trees are encouraged.

BUILDING EQUIPMENT AND SERVICE AREA STANDARDS

Building equipment and service area include but are not limited to rooftop equipment, mechanical and electrical equipment and conduit, ducts, piping, fire equipment, water backflow devices, trash facilities, recycling facilities, utilities, satellite dishes, solar collectors, antennas, loading and unloading areas, and draining facilities.

- Building equipment and service areas shall be designed and located so that they are not the primary building feature or interfere with pedestrian and/or vehicular circulation.
- Equipment and services shall be combined when possible.
- Equipment and service areas shall be incorporated into the design of the building.
- Dumpsters shall be located in the alley if it exists. If no alley exists, dumpsters shall be located at the rear of the property or out of sight from the street and screened, using masonry or other architecturally compatible materials, from public view.
- Rooftop equipment shall not be visible from the street or neighboring properties at the same level or below.
- Visible equipment shall be constructed of non-reflective material and screened to the greatest extent possible.
- Screening materials shall be chosen to blend with and complement the architectural style of the building. Evergreen landscaping may also be used for screening.



Parapets shall screen all roof-mounted equipment from the view of pedestrians.



Exterior lighting can accent architectural features and is encouraged.

TEMPORARY CONSTRUCTION FACILITIES

Temporary construction offices, storage sheds, trailers, barricades, fences and the like will be allowed as necessary during the construction of a permanent building.

- Such facilities shall be placed as inconspicuously as possible to the general public and/or neighboring property owners.
- Construction trailers shall be located within the designated limits of construction.
- Under certain circumstances approval may be given to locate construction trailers at another location. Approval shall be limited to cases where site characteristics make it difficult or impractical to locate a trailer on the construction site.
- Temporary screening materials along fenced construction area are encouraged to minimize the visual impact of the construction areas and fencing.
- Creative designs on the construction fence are encouraged, including renderings of the proposed development.



Temporary construction fences can add interest to downtown by utilizing renderings of the project or artistic images.



Temporary construction trailer

HISTORIC PRESERVATION

The goal of historic preservation is to preserve and adaptively reuse the remaining historic and architectural resources and to make sure that new construction complements the adjacent historic and architecturally significant buildings Downtown. The character of historically and architecturally significant structures without local, state or national designation should also be respected. Property owners planning exterior changes to these buildings shall take into consideration their unique character.

Downtown Amarillo has many historic buildings. The preservation and adaptive reuse of historic buildings have been a focal point of the rebirth of Downtown Amarillo, particularly along Polk Street. Even with existing successful projects, there are still many more historic resources that are not yet rehabilitated. Every effort should be made to restore historic buildings in a manner consistent with the character of their original state. preservation creates a distinct identity for downtown and the community as a whole. These distinctive features attract people, particularly young people, and serve the greater good of building a cultural identity for the community Rehabilitation is the process of returning a property to a condition that makes contemporary use possible while still preserving features of its historic, architectural and cultural significance.



Preserving the architectural and cultural history of building downtown by restoring them for adaptive reuse is important to sustaining a vibrant downtown.

SINGLE FAMILY NEIGHBORHOODS

Neighborhoods that are largely single-family, such as the Plemons-Eakle Historic District, have distinct characteristics that are worthy of preserving. The preservation of the homes and character of these neighborhoods are important to the City and to Downtown. These neighborhoods are characterized primarily by single-family and multi-family homes that were built as early as the late 19th century. These older neighborhoods are located within the Downtown Urban Design District, and require some variation of certain design standards. The following are those standards that will vary. All other standards in this document will apply to these neighborhoods.

- Sidewalks: New sidewalks shall be a minimum of 4 feet in width and consistent with the prevailing sidewalk width on the block.
- Setbacks: Setbacks for new developments shall be consistent with the prevailing setback on the block.
- Driveway width shall be consistent with the prevailing driveway width on the block façade.
- No off-street parking is allowed in the front setback except within the driveway. Front lawns and right-of-way other than the sidewalk shall not be paved.
- One-lane circular drives are allowed only where property is a minimum of 60 feet in width.
- Garage location shall be consistent with the prevailing pattern on the block.
- Allowed maximum height is two stories.
- Roof pitch shall be consistent with the prevailing roof pitch on the block.
- For single family properties, fencing shall be consistent with the citywide standard for single family use.
- Modifications (excluding normal maintenance) to trees, lighting and sidewalks within the public right-of-way are subject to these standards.
- Landscape and other non-structural improvements on private property outside of the public right-of-way are not subject to these standards or review.
- Pedestrian lighting is not required to be installed for residential developments of four (4) units or less.



SINGLE FAMILY NEIGHBORHOODS DISTRICTS

The above boundary represents a single family neighborhood where special standards apply that differ on some issues from the rest of the downtown urban design district. Where single family residential development exists elsewhere, in the downtown urban design district, the single family neighborhood standards shall apply as well (see page 20).

STREET GRID

- Multiple block developments shall not close or span existing streets.
- Vacation of streets is highly discouraged and should be avoided. In unique circumstances where street closure is necessary, the street shall remain open to all pedestrians.

PARKING STRUCTURE STANDARDS

- The amount of street frontage devoted to a parking structure shall be minimized by placing its shortest dimension(s) along the street edge.
- Parking garages shall be designed to provide retail and/or office uses at the street level. If these uses are not feasible at the time of development, design of the first level shall allow for future conversion to these uses and shall be significantly transparent.
- Parking structures shall incorporate architectural articulation to break up long facades.
- When parking structures are located at street corners, corner architectural elements shall be incorporated such as a corner entrance, signage, glazing, and/or visually exposed stairs.
- Garage facades shall be softened with landscaping such as vines or trailing plants, and/ or the use of architectural features and color. Architectural screens or techniques shall be provided to mitigate any adverse visual effect of the parking garage to the pedestrians and adjacent properties.
- Lighting within parking structures shall be directed inward to prevent light pollution.
- Parking structures and adjacent sidewalks shall be designed so pedestrians are clearly visible to entering and exiting automobiles.



Parking garages can be designed in a way that positively contributes to the Downtown urban fabric. Architectural articulation, corner elements, and creating interest at the ground level are elements that are encouraged to be utilized.

DRIVE THROUGH FACILITIES

Drive through facilities are common in suburban, auto-oriented areas. Developments that have drive through windows typically queue customers around 2, 3 or even 4 sides of a building, which, in an urban environment like downtown, can create significant conflicts with pedestrians. Additionally, the requirements for circulation of vehicles can prohibit development adjacent to the property, limiting the ability to create density, and restricting the ability to create a building edge by requiring a setback from the property line. Drive through facilities can also require additional driveways for access that would not otherwise be needed, particularly in an urban setting. Therefore, all proposed drive-through facilities or windows shall be reviewed and approved by the Downtown Design Review Board. For all drive-through facilities or windows, the following shall apply:

- Drive-through facilities or windows may be considered if 1) Drive through queuing does not create an unreasonable conflict with pedestrians or potential pedestrian activity; and 2) Adding or building a drive through does not restrict the ability to develop or redevelop adjacent land or property; and 3) the drive through facility does not require an additional driveway for access that is not otherwise required.
- Drive through windows shall be located in the rear of the property.
- All drive through lanes shall be screened with landscaping so as to minimize, to the extent possible, the visual impact on adjacent public areas, especially from pedestrian walkways.



This is an example of a drive through facility that does not create a conflict with pedestrians by locating in the rear of the property and utilizing a U-turn rather than circulating around the building.



This is an example of a drive through facility that has incorporated landscaping to help screen the vehicles from the pedestrian walkway.



Traditional drive through facilities, like this one, that require traffic circulation around the building and the building to be set back from the building edge are not allowed within the downtown urban design district.

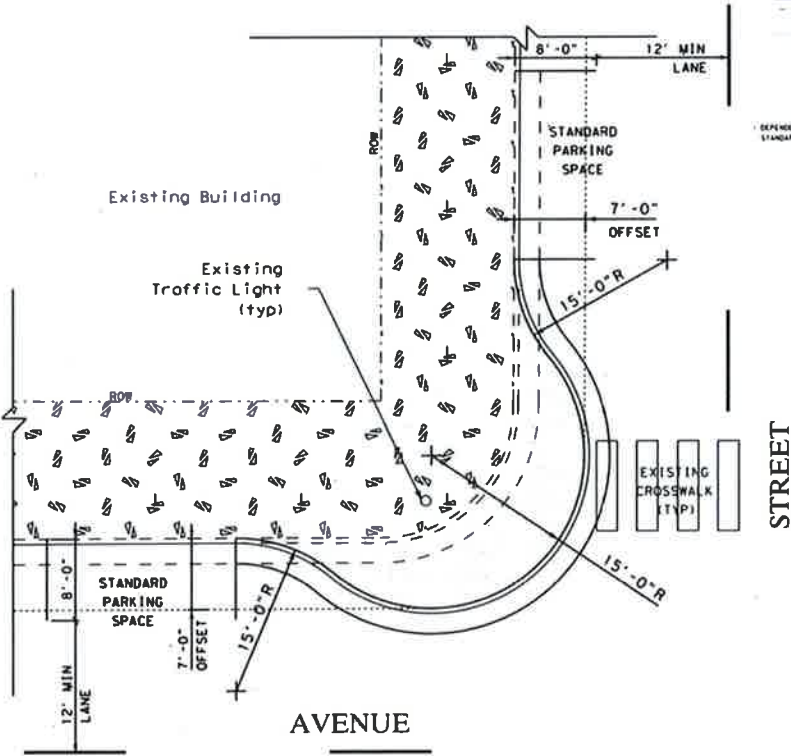
PARKING LOTS

- The following parking lot standards shall be met when constructing a new parking lot or expanding an existing parking lot's area by more than 50%.
- **WALKWAY IMPROVEMENTS**
 - Minimum pedestrian way sidewalk width, and street trees, and pedestrian lights are required (standards defined on page 9, 10 and 11 respectively).
- **SCREENING**
 - Parking lots adjacent to the pedestrian walkway shall be visually screened with landscaping and/or fencing or walls of three to four feet. Fencing and walls must be of high quality material, such as metal, wrought iron, brick or stone.
 - Alternatively, parking lots may be set back from the public right-of-way with at least five feet of landscaped separation. The landscape area can include grass, ground cover, and/or low plantings. A fence or wall of no more than four feet may also be installed in this type of screening but is not required.
- **SECURITY**
 - Chain link fencing, barbed wire, or razor wire are not allowed.
 - Private, secured parking lots may be fenced with quality fencing materials and be no higher than 6 feet tall. Acceptable materials include wrought iron, brick, stone, or dark tubular steel. Such fencing shall have openings (transparency) constituting no less than 75% of the surface area.
- **MISCELLANEOUS**
 - A maximum of one entrance/exit drive is allowed per parking lot per block façade.

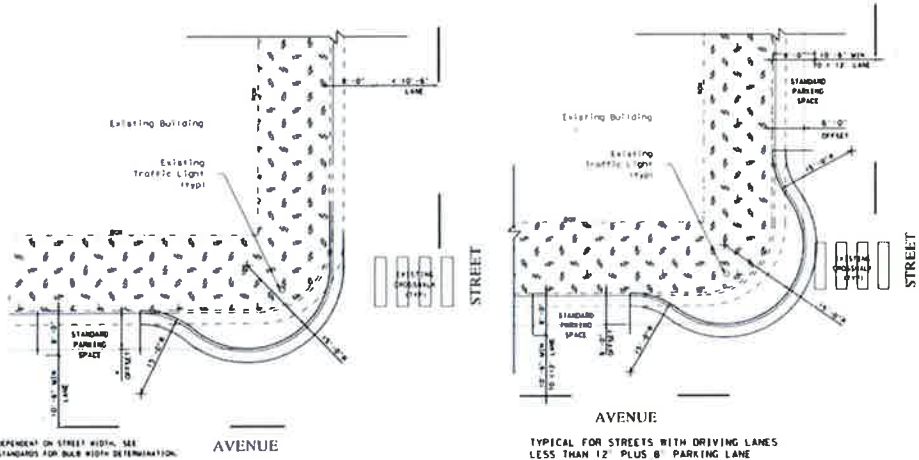
Examples of parking lot screening with low fencing and/or landscape.



Curb extensions calm traffic, improve pedestrian safety, and delineate on-street parking. They are encouraged downtown where there is sufficient outer lane width. Applicants must coordinate any plans for bulb-outs with City staff to determine if they are appropriate for each location. Proper drainage must be maintained. These renderings show various concepts of curb extensions that can be utilized downtown and vary depending upon existing traffic lane widths.



TYPICAL FOR STREETS WITH LANES GREATER THAN OR EQUAL TO 12' PLUS 8' PARKING LANE



Example of a 6 foot curb extension in Downtown Amarillo.

INTENT

- To encourage excellence in signage, both as a communication tool and as an art form.
- To allow and encourage creative and unique sign designs while preventing cluttered and unattractive streetscapes.
- To provide basic parameters for creative signs that may be as varied and unique as the businesses they represent.
- To discourage visual clutter that arises from the overuse of signs and/or messages related to products or services being advertised.

The standards do not dictate design. Photographs of sign examples are used to illustrate design concepts, but should not be viewed as an exclusive list of acceptable signs. There are many acceptable ways to conform to the standards. In general, effectively designed signs should respond to the site, landscape, and architectural design context within which they are located. Signs shall be compatible in scale, proportion, and design with the building's façade and its surroundings.

The sign standards address the following:

- Appropriate locations
- Number of signs allowed on a property
- Maximum area for individual signs
- Height limits
- Color and materials
- Lighting

PROHIBITED SIGNS

- Off-premise signs
- Rooftop signs except when replacing historic sign
- Standard box cabinet wall signs
- Pole signs with the exception of parking lot pole signs and directional signs (Pole signs are signs on a pole, whether wrapped or unwrapped, and exceed 8 feet in height.
- Supergraphic signs



Well designed, creative signage can add vibrancy and interest to the downtown environment.

PROHIBITED SIGNS
DOWNTON



Pole Signs



Supergraphic Sign



Rooftop Sign



*Cabinet
Sign*

COMPREHENSIVE BUILDING SIGNAGE PLAN

Commercial signs on a new development with a uniform façade and more than one storefront, should relate to each other in terms of height, proportion, color, and background value. Maintaining uniformity among these characteristics reinforces the buildings façade composition while still retaining each business’s identity. A comprehensive building signage plan shall be submitted for new developments and redevelopments of vacant buildings that will include retail storefronts.

GENERAL DESIGN STANDARDS

Location

- Signs shall be positioned to emphasize or accent building elements such as storefront openings or entrances.

Dimensions and Scale

- Signs shall be consistent with the human scale of Downtown buildings and blocks.

Measurement of Sign Area

- Sign area for all signs shall be measured by means of the area of one rectangular or circular shape that encloses all sign elements except the support structure.
- For signs consisting of individual letters and/or graphics mounted on a building wall or window, the sign area shall be measured by means of the area of one rectangular or circular shape that encloses all of the letters and graphics that constitute the sign.

Number of Signs

- The number of signs per building façade shall be limited to the fewest necessary to clearly identify businesses located within the building.



A comprehensive building signage plan helps ensure continuity in the façade.



An example of signage clutter

Colors and Materials

- Signs shall relate in color and material with the building facade and streetscape.
- Colors should contribute to legibility and visual appeal.

Graphics

- Sign graphics should be simple. Symbols and logos on signs should be able to be quickly read and easily remembered. Lettering shall be in proportion to the size of the sign.

Lighting

- Lighting sources should be external, shielded, and directed only at the sign. Internal illumination is acceptable only when the letters and/or logo, not the background, are lit.

WALL SIGNS

Wall signs are attached to and completely supported by exterior walls. A wall sign should be placed above first floor windows on a one-story structure or between windows on multiple story structures. One wall sign for each storefront or building façade that fronts a public street or alley is usually sufficient.

- Maximum width: 66 percent of the linear width of the business.
- Letter height: Lettering shall be in proportion to the size of the sign and the width of the storefront. Wider storefronts could have taller letters. As a general rule, the maximum height of a capital letter should be 3/4 the height of the sign background.

Signs on Side or Rear of Building

- Signs on side or rear building elevations for a ground floor business is permitted, provided that the elevation contains a public entrance,



The number of signs should be limited to the fewest necessary to clearly identify the business. This building has excessive signage.



Examples of wall signs that are in proportion to the size and width of the storefronts.

fronts on a parking lot, or a street right-of-way.

Upper Floor Signs

- Businesses located on a second floor and facing a street may have sign above the second floor windows, with lettering in proportion with the size of the sign and the width of the business.
- Wall signs above the 3rd finish floor line are not allowed. Building identification signs are an exception.

Building Identification Signs

Building identification signs are typically located at the top of a building and is often the name of a building or the major tenant.

- Limited to one sign per façade and to two signs per building with one message
- Sign on each building façade may include text and/or logo.

AWNING AND CANOPY SIGNS

Awning and canopy signs are painted on or attached to an awning or canopy above a business door or window.

- Awning signs may be allowed on the shed portion of the awning, but is preferred on the valence flap.

The flap height should be large enough for letters and symbols to be read easily.

- Maximum letter height: 75 percent of the height of the valence flap/shed area
- Minimum valence height: 8 inches
- Minimum vertical clearance from sidewalk: 8 feet

- Material: Matte finish canvas, glass, or metal
- Awning shape should relate to the window or door opening. Barrel shaped awnings should be used to complement arched windows while rectangular awnings should be used on rectangular windows.
- The color of an awning sign should complement the color and material of the building to which it is attached.



Awning and canopy signs are a good way to identify retail businesses. Awnings should be of quality material and relate to the shape of the window or door opening.



Building identification signs are limited to one sign per façade and two signs per building with one message.

GRAPHIC/LOGO SIGNS

Graphic/logo signs bear a brand name, registered trademark or business logo.

- Signature graphics and logos are allowed to be used as signs for the businesses they represent.
- Graphic/logo signs can be wall signs, awning and canopy signs, or any other sign types identified in these standards.

PROJECTING SIGNS

Projecting signs are attached to the face of a building and project more than 12 inches from the wall surface.

- No more than one projecting sign may be maintained per tenant space frontage at the ground level of a building.
- Minimum vertical clearance: 11 feet.
- Maximum projection: 48 inches.
- Maximum area: 12 square feet.
- Location: Limited to first or second floor. A second or third story tenant with a separate entry door on the street is allowed to have a small projecting sign with a maximum area of 6 square feet near the tenant's street entry. Larger creative signs may be considered on a case by case basis.

HANGING SIGNS

Hanging signs are projecting signs suspended below a marquee or canopy, or from a bracket attached to a wall. Hanging signs can include logos, symbols, or lettering. A hanging sign is generally intended to be read by pedestrians and by motorists in slow-moving vehicles and should hang perpendicular to the building.

- To minimize visual clutter, hanging signs shall not be located within close proximity to other hanging signs or projecting signs, preferably at least 25 feet from each other.
- Minimum vertical clearance: 8 feet.
- Maximum projection: 48 inches.
- Maximum area: 6 square feet
- Location: First floor businesses and upper floor businesses with covered entries, porches, or balconies.



Creative projecting signs can add interest and contribute to the vibrancy of downtown.



MARQUEE SIGNS

Marquee signs are projecting signs attached to the perimeter or border of a permanently roofed building, and are constructed as a part of the building. Marquee signs are usually installed on theaters, cinemas, and performing art facilities.

- Sign copy: Limited to include the facility name and changeable copy related to current and future attractions.
- Maximum area for facility name: 40 percent of total sign area.
- Maximum area for the changeable copy: 80 percent of total sign area.

WINDOW SIGNS

Window signs are painted on or attached to the inside of a window facing the street. This type of signage can contain text, graphic logos, and other images.

- Window signs shall not completely obscure visibility into or out of the window. Exceptions may be made for signs that screen utility and office equipment.
- A maximum of one window sign is permitted per window pane or framed window area.
- Temporary window signs are allowed to identify special events and sales provided they are removed immediately following the event.
- Handwritten, paper, cardboard, and plastic signs are prohibited.
- Neon signs are permitted provided that all electrical supply cords, conduit, and electrical transformers are hidden from view through the window.



Marquee signs are typically installed on theaters, cinemas and performing art facilities.



Hanging signs can hang from a canopy or wall-attached bracket and help pedestrians identify retail businesses.



- Maximum area: 25 percent of the total transparent glass area of windows parallel to the street excluding the area of all glass doors.
- Location: Limited to ground floor window facing the primary street frontage and adjoining parking lot or commercial uses on second floor windows for commercial uses that do not have ground floor occupancy.
- Material: High quality, such as paint, gold-leaf, or neon.

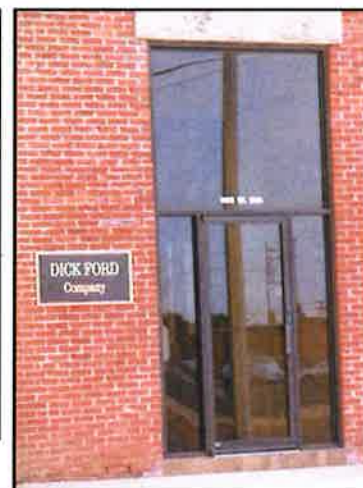
PLAQUE SIGNS

Plaque signs are attached to surfaces adjacent to entries and are smaller versions of wall signs.

- Maximum projection: 2 inches.
- Maximum area: 2 square feet.
- Location: Limited to wall surfaces adjacent to tenant entry.
- Graphics: Business name and logo.



Examples of Window Signs



Examples of Plaque Signs

MONUMENT SIGNS

Monument signs are freestanding and are located adjacent to sidewalks. Such signs are typically used for buildings that are separated from adjacent streets by substantial setbacks. As with all signage, the goal is to minimize visual clutter. Therefore, consolidation of signage, to the extent possible (for example, one monument sign on the corner viewable from two streets) is encouraged.

- A monument sign shall be set onto a base or frame, presenting a solid, attractive and well-proportioned appearance that compliments the building design and materials.
- Locate in landscaped area and/or provide landscape around the sign.
- Maximum of one monument sign per street frontage. For properties with multiple street

frontages, there shall be a minimum of 100 feet between signs.

- Maximum area: 60 square feet per sign face with no more than two sign faces.
- Minimum setback from the public right-of-way: 5 feet.
- Material: Opaque back-grounds with a non-reflective material.
- Lighting: External lighting fixtures designed to complement the appearance of the sign or internal lighting that only illuminates text and logos.
- Maximum height: 8 feet including base.
- Text: Limited to the building or development name, logo, and the business address.
- Background: Opaque and non-reflective.

TENANT DIRECTORY SIGNS

Tenant directory signs are used to identify businesses in multi-tenant buildings that do not have direct frontage on a public street. The design of the sign should complement the building's design.



Monument signs are freestanding signs for buildings with substantial setbacks. They must be located in a landscaped area or landscape provided around the sign.



Tenant directory signs are pedestrian oriented in design.



Free-standing tenant directory sign



Building banners add liveliness, color and a sense of movement to the walkway.

- Distance above ground: 8 feet at lowest point.
- Banners along the same block of a street should be set at the same angle from the buildings.

Tenant directory signs could be mounted flat against a solid wall within or near a main entrance, or incorporated into a freestanding sign.

- Orientation: To the pedestrian
- Location: Mounted flat against a solid wall within or near a main entrance or incorporated into a freestanding sign located on the property on which the tenants are located.
- Lighting: Directories may be externally illuminated.
- Maximum sign height: 6 feet including the sign base.
- Sign copy: May include building or development name, development logo, address, tenant names, and suite addresses.
- Maximum letter height: 8 inches for building/development name or logo, 4 inches for all others.

BUILDING BANNERS

Building banners contain a logo or design placed on lightweight material that can move with the wind. Banners are intended to add liveliness, color, and a sense of movement to a pedestrian-oriented street. The size of commercial banners should be in scale with the building. Flagpoles and brackets should be placed to not obscure architectural elements. Locations should be considered in context of the entire facade.

- Orientation: Vertical and mounted perpendicular to the building face.
- Projection: No more than 4 feet.



Murals should complement the design of the building. A trompe l'oeil, or three-dimensional mural, can add character to a large blank wall.

MURALS

Murals painted on a wall surface may be permitted upon approval to ensure that the artwork complements the design of the building in color, shape, and location on the building, and that material is durable and resistant to graffiti and weather.

FUEL STATION SIGNS

Automotive fuel stations signs present unique design challenges when constructed within pedestrian-oriented, mixed-use districts like Downtown. These standards are intended to help ensure that fuel station signage is compatible with other Downtown development. Fuel station signage should reflect a balance between providing adequate visibility for the business and protecting the visual appeal of Downtown streetscapes.

- Signs and business identity should not be the dominant architectural feature of the service station.
- Ground mounted monument signs are encouraged instead of signs located on the station canopy.
- When multiple corporations share one site, the corporate logos shall be located on the same sign.
- Signs related to safety, operations, and products is allowed at pump islands but shall be scaled for the visibility of the immediate user only.
- Repetitious signage on the same building frontage should be avoided regardless of the sign area allowed by ordinance.

A. Business Identification Sign Standards*Wall Signs*

- Previous wall sign standards apply.

Monument Signs

- Previous monument sign standards apply.

Canopy Signs

Gas stations shall incorporate monument signs rather than pole signs and avoid repetitious signage on the same building frontage.

- Maximum area: 24 square feet
- Maximum projection: 12 inches

B. Price Sign Standards

- Price signs shall be monument signs and can either be separate or incorporated with business identification signs. If separate, the following standards apply:
- Maximum height: 6 feet
- Maximum width: 3 feet

TEMPORARY SIGNS

Temporary signs include grand opening banners, community interest signs on private property, construction signs, and real estate signs. Temporary signs are allowed for a limited amount of time, as described below.

Event Signs

Signage for events will be approved by staff on a case by case basis. Event signage shall be removed within 24 hours of the end of the event.

Grand Opening Banner

Banners advertising a new business opening are permitted for a maximum of 30 days.

Community Interest Sign on Private Property

A single designated area not exceeding 6 square feet of a single window may be used for the display of a maximum of two temporary, professionally prepared, posters announcing an event of general public interest. This is in addition to any other permanent signs allowed. Such signs should be removed within 30 days or upon the conclusion of the event, whichever occurs first.

Construction Signs

- Signs advertising the various construction firms participating in the development project are allowed.
- The sign area shall not exceed 24 square feet.
- The sign shall not extend beyond the subject property nor interfere with traffic safety or visibility.
- Illumination is not allowed.



Grand opening banners are permitted for up to 30 days.



Free standing construction signs may be a maximum of 24 square feet and five feet tall.

A-Frame Signs

Portable A-frame signs are signs or advertising devices which rest on the ground and are not designated to be permanently attached to a building or permanently anchored to the ground. A-frame signs in Downtown are designed to attract pedestrians, not passing motorists.

- Each restaurant or retailer is allowed to have one A-frame sign.
- A-frame signs shall not encroach into pedestrian walkway, required off-street parking areas, public roadways or alleys, and may not be arranged so as to create site distance conflicts or other traffic hazards.
- A-frame signs can only be utilized during regular business hours and shall be removed during non-business hours.
- Location: On private property or within the public right-of-way, providing they do not interfere with vehicle access, pedestrian movement or wheelchair access to, through and around the site. A minimum clear, linear access width of seven (7) feet shall be maintained along all sidewalks and building entrances accessible to the public.
- Material: Sturdy and not subject to fading or damage from weather. The use of paper or cloth is not permitted unless located within a glass or plastic enclosure.



Theater electronic message display



A-frame signs add interest to downtown and attract pedestrians to retail. They should not be placed in the pedestrian way.

Outdoor Electronic Message Display Signs

- Window electronic display sign locations shall not contribute to light pollution for any adjacent residential developments, produce a strobe-like effect, interfere with the effectiveness of any official traffic sign, signal or device, or exceed 5,000 nits during daylight hours or 500 nits between dusk and dawn as measured from the closest property line.
- Maximum of 25% of the sign face may be devoted to changeable copy.
- The message shall not change at a rate faster than one message every 5 seconds, except rolling signs. The interval between messages shall be a maximum of 2 seconds.
- Changeable copy signs shall not contain animation, flashing lights or displays.
- Changeable copy signs may not be used to display commercial messages relating to products or services that are not offered on the premises.

- Free standing signs shall have a maximum height of five feet.
- Temporary screening materials along fenced construction area are encouraged to minimize the visual impact of the construction areas and fencing.

REAL ESTATE SIGNS

Real estate signs include leasing and for sale signs, and may be permanent or temporary, depending on the type of sign.

Permanent Real Estate Signs

Real estate signs intended to provide contact information for a management company leasing a building may be permanently placed in two ways:

- Integrated into an existing monument sign for the building on that property. The sign shall not be a stand-alone sign, but be secondary in nature to a monument sign that serves the purpose of identifying a building and/or its tenants.
- installed on a building façade that is no larger than 10 square feet. The sign shall be of quality, durable materials, shall be integrated with the building architecture.

Permanent real estate signs are limited to one per building and to title text such as “for lease” or “office space for lease”, the name of the company and/or real estate agent and contact number.

Temporary Real Estate Signs

Temporary real estate signs are allowed for a six-month period. Extensions may be granted up to an additional six months if the applicant shows the necessity for additional time.

- Two exceptions to the 6 month time limit are 1) sign for first floor vacant ground floor space, which may have a sign meeting the size requirements below until that space is leased. The sign must be placed in the window for the vacant space it is referencing; 2) For sale sign for a building, which may be placed until the building is sold. One sign is allowed per building façade, no larger than 10 square feet and of quality, durable material.
- Window signs shall not exceed 10% of the window area or 10 square feet, whichever is larger. The window area shall be calculated by multiplying the window width times the height of the window, with a maximum calculated height of 15 feet. General temporary leasing or for sale signs in windows are limited to one per building façade, not including signs in ground floor space advertising that specific space.
- Where windows exist on the first floor and the first floor is fully leased, a sign may be placed on the façade if it is of quality material and integrated with the building architecture.
- No more than one non-illuminated for-sale real estate sign per occupancy frontage is permitted.
- Should the building not have windows on the street façade, a real estate sign, not to exceed 10 square feet of quality, durable material, may be placed on the façade.
- For buildings with a setback of 20 feet or more, a free-standing temporary sign of no larger than 16 square feet per face may be considered.



Window signs may be used to advertise space for lease.



Examples of creative real estate signs for adaptive re-use of a building and new development.

Examples of permanent real estate sign of quality material integrated with building architecture.



CREATIVE SIGNS

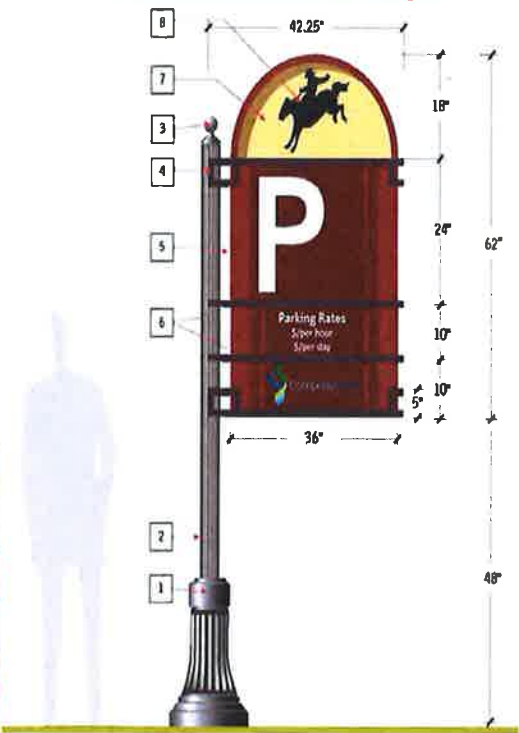
Creative signs bring fun and vitality to Downtown streets and are encouraged. Creative signs, like other signs, should be compatible with the architecture of the building in scale and location. They may be larger than the maximum size requirements stated in this document and will be considered on a case-by-case basis.

PARKING LOT POLE SIGNS

The specifications shown in the graphic to the right serve as the basic standard for Downtown parking lot pole signs. Applications that conform to these parking lot pole sign standards identified in the city's adopted downtown wayfinding plan will be approved administratively. Any deviation from this basic design the adopted wayfinding plan must be reviewed by the LHD&DD. Pole signs other than parking lot pole signs and directional signs are not allowed.



REMOVE IMAGE



Conforming Parking Lot Pole Sign

Well-designed creative signs add to the vibrancy of downtown and are encouraged.



Amarillo City Council

Agenda Transmittal Memo



B

Meeting Date	December 17, 2019	Council Priority	Economic Development/Redevelopment
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

CONSIDER OF RESOLUTION No.

This item is a resolution to consider adoption of the 2019 Downtown Amarillo Strategic Action Plan Update as the official planning guide for downtown.

Agenda Item Summary

The City Council approved the Downtown Amarillo Strategic Action Plan on April 22, 2008, after approval and recommendation by the Planning and Zoning Commission on April 14, 2008. The 2008 plan was prepared by Gideon Toal, Inc., through a public process in partnership with Center City Amarillo and downtown stakeholders. It established the vision and strategic framework for redevelopment along with specific actions steps for implementation.

An update to the plan was initiated by City staff in October 2018. A committee with members from the City Council, Planning and Zoning Commission, Board of Review for Landmarks, Historic Districts and Downtown Design, Downtown Amarillo Inc, Center City TIRZ#1, and Center City Main Street, worked with city staff to determine the necessary updates to the plan. In general, the amendments note accomplishments and completed goals; identify new goals – such as relocation of the bus services and the attraction of a downtown grocery store; and, revise the action steps for continued implementation. These revisions establish the 2019 Downtown Amarillo Strategic Action Plan Update allowing for the plan to continue to be a guide as redevelopment continues.

Requested Action

Request City Council approval of the plan update.

Funding Summary

No funding was needed for the update.

Community Engagement Summary

The Downtown Plans Review Committee represented a diverse group of downtown stakeholders. Working with city staff, their proposed amendments were presented at a public meeting on September 10, 2019, and attendees could participate in discussions about the plan as well as leave comments for revisions. Feedback from that meeting was reviewed and incorporated by the committee in October. The final draft of the document was presented to the Board of Review for Landmarks, Historic Districts and Downtown Design on October 28, the Planning and Zoning Commission on November 13, and the TIRZ#1 Board on November 14. In total, fourteen meetings were held over the last fourteen months to discuss and develop the recommended changes.

Staff Recommendation

Staff recommends approval as presented.

RESOLUTION NO. 12-17-19-_____

**A RESOLUTION OF THE CITY OF AMARILLO, TEXAS
ADOPTING THE 2019 DOWNTOWN AMARILLO
STRATEGIC ACTION PLAN UPDATE AS THE OFFICIAL
PLANNING GUIDE FOR DOWNTOWN; PROVIDING A
REPEALER; PROVIDING A SEVERANCE CLAUSE AND
AN EFFECTIVE DATE.**

WHEREAS, the City of Amarillo's Downtown is the business and cultural heart of the City and the Panhandle region; and

WHEREAS, in recognition of the City of Amarillo's Downtown contributing to the overall economic health and quality of life for the City, the City Council adopted the Downtown Amarillo Strategic Action Plan in 2008 to guide redevelopment and reinvestment to ensure a healthy, vibrant Downtown area; and

WHEREAS, the Amarillo Comprehensive Plan, as the City's official planning guide, was adopted in 2010, and advanced a more focused planning method, including the refinement of strategies and initiatives for downtown based on special studies on housing, land use, and parking issues; and

WHEREAS, the 2019 Downtown Amarillo Strategic Plan Update was drafted through a public process, including public meetings and the creation of the Downtown Plans Review Committee to serve in an advisory role with representation from City Council, City Center Main Street, City Center TIRZ #1, Downtown Amarillo Inc., the Planning and Zoning Commission, and the Board of Review for Landmarks, Historic Districts, and Downtown Design; and

WHEREAS, the 2019 Downtown Amarillo Strategic Plan Update has been reviewed and approved for adoption by the Board of Review for Landmarks, Historic Districts, and Downtown Design, and the Planning and Zoning Commission; and

WHEREAS, the City has complied with all public notices, meetings, and hearings as required by law; and

WHEREAS, the City Council finds that it will be advantageous, beneficial, and in the best interest of the Amarillo citizens to adopt the 2019 Downtown Amarillo Strategic Plan Update, as set forth below.

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

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

Section 2. The Amarillo City Council hereby adopts the 2019 Downtown Amarillo Strategic Action Plan Update as the official planning guide for Downtown as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 3. The 2008 Downtown Amarillo Strategic Action Plan shall remain in full force and effect, save and except as amended by this Resolution or any other Resolution or Ordinance. All provisions of any Resolution or Ordinance in conflict with this Resolution are hereby repealed.

Section 4. In the event this Resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Resolution, and such remaining portions shall continue in full force and effect.

Section 5. This Resolution 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 this the 17th day of December, 2019.

CITY OF AMARILLO

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

Downtown Amarillo Strategic Action Plan



2019

Downtown Amarillo Strategic Action Plan



March 2008
Updated 2019

originally prepared by



for

*City of Amarillo &
Center City Amarillo*

with updates by City of Amarillo

Amarillo City Commission

Mayor Debra McCartt
Commissioner Madison Scott
Commissioner Brian Eades, M.D.
Commissioner Ron Boyd
Commissioner Jim Simms
Past Commissioner Paul Harpole
Past Commissioner Robert Keys

Center City of Amarillo, Inc. Board of

Directors

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President-Elect Billy Krause	Barbara Scroggins
Vice President Gary Pitner	Elayne Shults
Secretary Linda Vaughn	John Skaggs
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Mark Ewing**	
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Dan Gorman	
Brenda Graham	
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Hunter Ingalls	
Gabe Irving	
John Lutz**	
Mark Mendez	
Don Paxton	
Cathy Pruiettlly	

Ex Officio

Mike Bahn, Downtown Business Association
Richard Brown, past Center City president
Vicki Covey, City of Amarillo
Buzz David, Amarillo Economic Development Corp.
Jerry Holt, Amarillo Convention and Visitor Council
Debra McCartt, Mayor
Gary Molberg, Amarillo Chamber of Commerce
Wes Reeves, past Center City president
Alan Taylor, City Manager
Judge Arthur Ware, Potter County

Downtown Development Committee

Chairman Richard Ware	Mayor Debra McCartt*
Vice Chairman Richard Brown	Glen Parkey
Secretary Les Simpson	Gary Pitner
Doris Alexander, Center City President 2005-2006*	Freda Powell
Richard Constancio Jr.	Jake Sadler, Center City President 2006-2007*
Joe T. Davidson	Chris Storm
Ed Davis (deceased)	Jeffrey Tidmore
David Eves	Scott Taylor
Bill Gilliland	Potter County Judge Arthur Ware*
Paul Harpole	William Ware, Center City President 2007-2008*
Jerry Hodge	

* Ex Officio

Staff

Alan Taylor, City Manager
Vicki Covey, Director of Community Services
Kelley Shaw, Director of Planning
Beth Duke, Center City of Amarillo, Executive Director

Amarillo City Council

Mayor Ginger Nelson
Councilmember Elaine Hays
Councilmember Freda Powell
Councilmember Eddie Sauer
Councilmember Howard Smith

Downtown Plans Review Committee

Freda Powell	City Council Representative
Joseph Peterson, Chair	Center City TIRZ Representative
Kimberly Warminski	Center City TIRZ Representative
Richard Ware	Downtown Amarillo, Inc. Representative
Jim J. Brewer	Downtown Amarillo, Inc. Representative
Royce Gooch	Planning & Zoning Commission Representative
Rob Parker	Planning & Zoning Commission Representative
Gary Jennings	Downtown Design Review Board Representative
Alan Cox	Downtown Design Review Board Representative
Randy Sharp	Center City, Inc. Board Representative
Beth Duke	Center City, Inc. Board Representative

Staff

Jared Miller, City Manager
Floyd Hartman, Assistant City Manager
Andrew Freeman, Director of Planning & Development Services
Cris Valverde, Assistant Director of Planning & Development Services
Kelley Shaw, Development Customer Service Coordinator
Emily Koller, Planning & Development Services Manager
Wesley Luginbyhl, Senior Planner - Economic Development

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What is happening in downtown needs to signify out intent and meaning. Communities who assure that their city center is prepared for economic globalization, mitigates cultural globalization, and utilizes its diversity will be laying the groundwork to be economically competitive places in the 21st century.

- Donovan Rypkema

Over the next few years, Downtown Amarillo, and the immediate surrounding neighborhoods, have an enormous opportunity to attract major new investment and redevelopment. Downtown Amarillo can become a vibrant urban area where people live, work, play, and learn.

In a global and “knowledge age” society, it is very important that Amarillo offer a diverse array of urban and suburban lifestyles, cultural opportunities, business opportunities, and a high quality of life for all types of families and individuals. A vibrant Downtown is paramount to attain that goal.

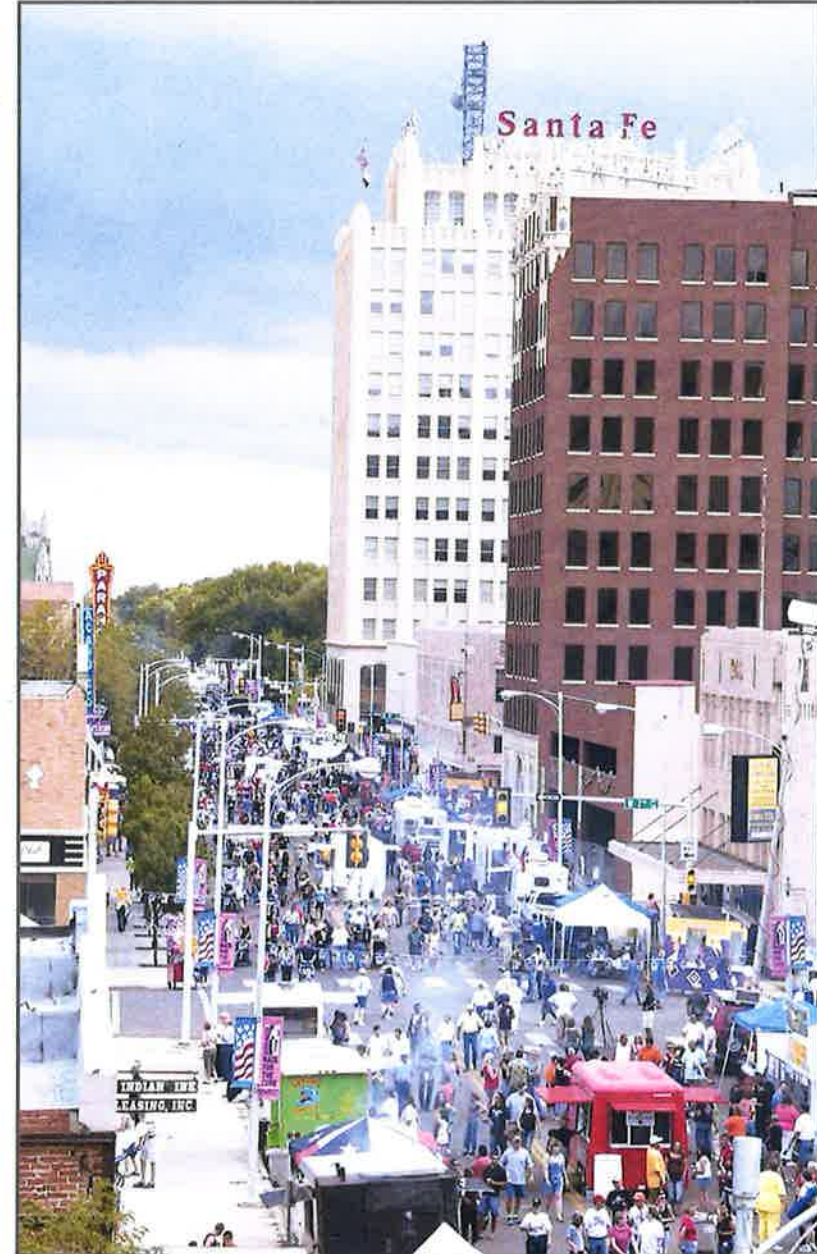
Since adoption of the Downtown Amarillo Strategic Action Plan in 2008, much has been accomplished towards attainment of that goal. Visible signs of reinvestment have changed the perception of Downtown for residents and visitors alike. Momentum from these efforts must continue; the updates to this Plan are intended to both celebrate accomplishments and provide continued guidance for new investment and redevelopment.

Key achievements since 2008 include:

- Implementation of urban design and open space design standards to ensure that Downtown is a beautiful and comfortable area for all the residents and visitors. The Downtown Amarillo Urban Design Standards (DAUDS) were adopted in 2010 and amended again in 2014.
- Construction of a multi-purpose event venue, better known as Hodgetown, the downtown minor league ball park that is now home of the Sod Poodles. The Sodpoodles won the Texas League Championship in their inaugural 2019 season.
- Development of the Embassy Suites, a quality convention hotel to support the Civic Center area. This upscale hotel ensures that visitors and tourists will experience the true heart of Amarillo and also helps attract a wider array of conventions and conferences to Amarillo.

Strategies identified in the original plan continue to remain as key focus areas. These include:

- Maintain Downtown Amarillo as the financial, government, and civic center of Amarillo and the Panhandle. Amarillo City Hall, Potter County, and various federal offices have reinforced this initiative.
- Attract residential development that creates urban lifestyle living within Downtown and the adjacent areas.
 - This urban population naturally creates a 24-7 lifestyle stimulating market demand for new retail and entertainment, as well as certain key amenities like a downtown grocery store.
 - Urban mixed-use development has proven to be a successful trend all across the nation in both large and smaller communities.
 - Attracting people to live Downtown creates sustainable communities, and a strong tax base.
- Reinforce Downtown Amarillo as a key entertainment and retail center of the City to include cultural amenities, restaurants, night clubs, cinema theatres, civic events, festivals, and retail. The Globe News Center for the Performing Arts, Amarillo Civic Center, Library, and other venues have contributed to this goal.
- Attract more educational opportunities to Downtown including specialized curricula such as performing arts, medical, legal, and business. This could include the Amarillo ISD, Amarillo College, West Texas A&M, Texas Tech, and other colleges wishing to have a presence in Amarillo. Consider the possibility of Amarillo College creating an Educational Center.
- Attract family oriented venues, events and programs that bring groups to Downtown.



Ten Factors Responsible for Urban Resurgence**1. Changing Demographics, Baby Boomers, Generation Y, and Smaller Households**

- Baby boomers born between 1946 and 1964. This 43-year-old to 61-year-old cohort currently numbers 78 million. The older of these boomer households have adult children who are not living at home; many of these couples are choosing to downsize and return to more urban places either to buy or rent dwellings that offer the glamour and activities of the city or simply the convenience of urban living.

2. Consumer Trends and Lifestyle Preferences

- People moving into urban communities are looking for meaning in their environments, from religion to entertainment to shopping to art and culture. Americans also are beginning to value their own history. This trend is happening in both the suburbs and the cities. A growing snowball of adaptive use projects is finally changing the blandness of suburbia as the suburbs look to their own unique buildings and neighborhoods with history to explore.

3. Payoff from 20 Years of Public Investment and Planning

- Municipalities adopted urban renewal in the 1960s with a series of policies that razed whole downtown districts and destroyed much of the historic fabric of cities in deference to explosive development of the suburbs. The thinking was basically “newer is better” and little thought was given to renovation, adaptive use, or historic preservation. By the 1980s when many American downtowns had been decimated by these policies, the philosophy was seriously rethought and cities began reworking their master plans to promote incremental growth and sustainable development. Mixed use and vertical high-density development, which had always been the backbone of American downtowns, was in vogue again.

4. Immigration—Resettling of Undesirable Urban Areas by Industrious Hardworking New Arrivals

- Immigrants help to stabilize big city centers, while people moving around the country continue to push out the metropolitan fringes. Big counties depend increasingly on immigration to supplant emigrating native-born populations. Between 2000 and 2004, the total U.S. population grew 4.3 percent to about 294 million. While the African American population increased 5.7 percent, the Asian population increased 16.2 percent and the Hispanic population rose 17 percent. Most of this growth is concentrated in urban areas.

5. Smart Growth Initiatives, Sustainable Development Movement

- Smart growth in the United States is defined as environmentally sensitive land development whose goals are to minimize dependence on automobile transportation, reduce air pollution, and make infrastructure investment more efficient. Recently the National Center for Smart Growth Research and Education at the University of Maryland published the ten principles of smart growth, all of which support the development and resurgence of American cities. The principles endorse mixed-land uses, compact building design with vertical configuration, housing opportunities and choices, walkable communities, a strong sense of place, a variety of transportation choices, preservation of open space, preservation of existing buildings and communities, cost effectiveness, and collaboration with stakeholders and the community.

6. Innovative Financing (TIFs, BIDs, GO Bonds, and Market-Based Financing Solutions)

- A range of innovative public/private financing tools has evolved in recent years that were unavailable in previous waves of urban revitalization. These tools have resulted in higher-quality, more sustainable development solutions that often have district wide effects. Most downtowns have taken advantage of tax increment financing (TIF), which is one of the most widely used forms of development finance in reviving downtowns. Forty-nine states now have enabling legislation for TIF, a mechanism to capture the future tax benefits of real estate improvements to pay the present cost of those improvements.

7. Lack of Investment in Infrastructure (Transportation, Power, Oil and Gas, Education, Utilities) Congestion

- From 1950 through 1970, the United States invested heavily in public infrastructure in response to its strong population surge. The nation experienced an economic boom in the 1950s as soldiers returned from war and industry growth continued over the first half century. After the 1970s, this commitment to infrastructure funding slowed. Capital investment dried up as skepticism toward public spending grew. The United States faces a daunting infrastructure challenge with inadequate highway, water, electrical, oil and gas, and educational systems and resources.

8. Regulations/Approvals at the Fringe (NIMBYs)

- Smart growth regulations and development policies that reflect the real costs of new development at the fringe are leveling the playing field and leading many developers back to urban areas where governments are encouraging development. Market demand indicates that a large segment of the population prefers to live near a thriving urban center in which residents can enjoy vibrant job markets, short commutes, good pay, and a wide variety of leisure-oriented diversions.

9. Changing Economics of Residential versus Office Development

- In many American urban centers, the economics of housing values compared with office values have led to a shift in development to residential uses rather than office uses. All over American downtowns, historic office and industrial buildings that have lain uncultivated for years in undesirable districts are being adaptively used and turned into stylish upscale lofts.

10. The Urbanization Trend Worldwide

- A century ago, about 10 percent of the world's population lived in cities. That figure has risen to 50 percent and is expected to rise to 75 percent by 2050. Most of the development problems facing American cities are universal, and the inefficiency of traditional suburban development patterns is becoming more apparent in the face of increasing energy costs, decreasing energy availability, accumulating infrastructure needs, traffic congestion, environmental degradation, and global warming.

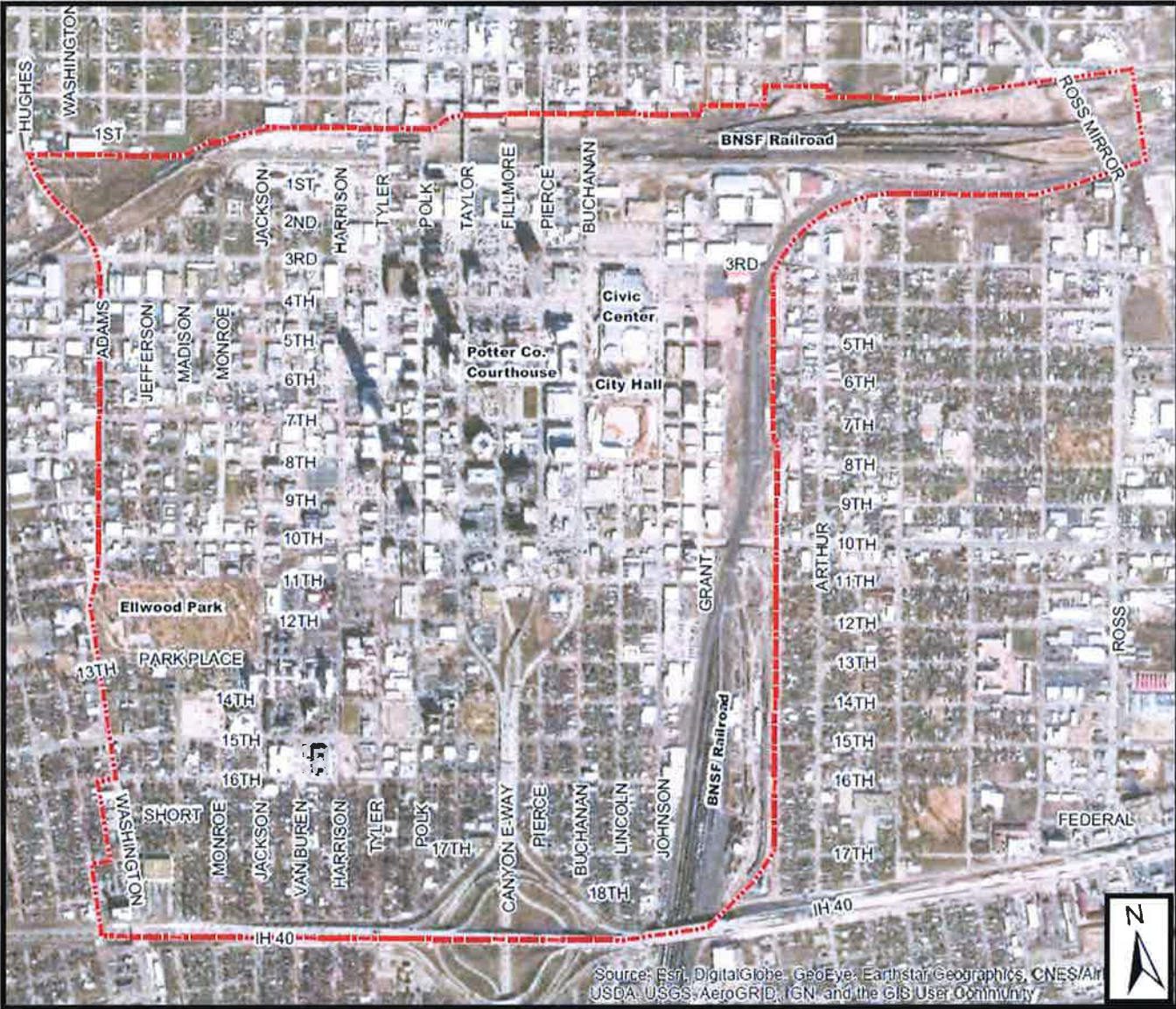
Jill Bensley and Michael Beyard

Revival of the American City

Urban Land: April 2007

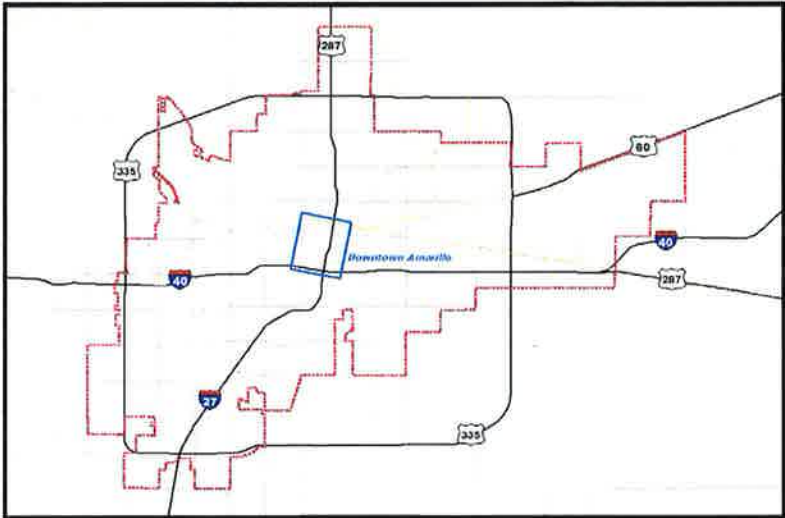
The Downtown Plan recommendations embody the “Ten Factors Responsible for Urban Resurgence” as outlined above.



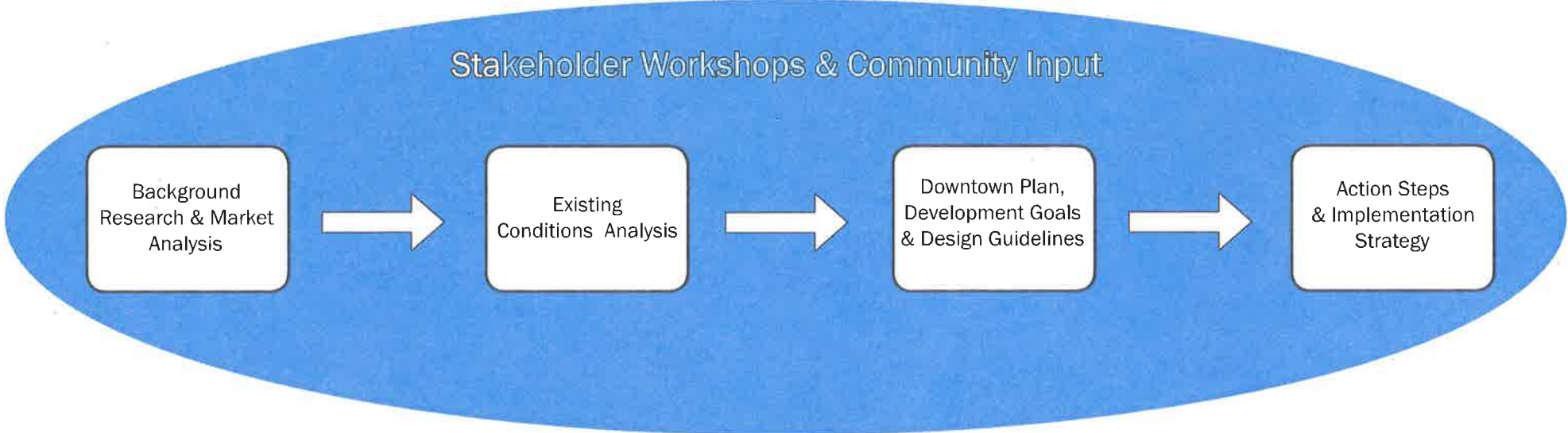


Downtown Amarillo Planning Area

2019 Aerial Image



Downtown Amarillo is the business, financial, cultural, civic, and government center for the entire Panhandle Region of Texas. Located at the intersection of Interstate 40 and Interstate 27, Downtown Amarillo offers excellent access to a multi-state area.



Stakeholder Workshop

2008 Process

The diagram above depicts the four major steps behind the Amarillo Downtown Strategic Action Plan, with input from community workshops and stakeholder groups influencing each step. This process was used to ensure recommendations met community expectations and were attendant to the community's vision and goals for Downtown Amarillo. The Strategic Action Plan mirrors this process.

2019 Process

In early 2019, a committee was created to review progress, identify aspects of the plan that were no longer relevant, and articulate any new goals and strategies. The committee included membership from City Council, Planning and Zoning, Center City, Center City TIRZ, Downtown Amarillo Inc. and the Landmarks, Historic Districts and Downtown Design Review Board. A public input session was held in September 2019 to share the proposed updates. All partners remain active participants for implementation.

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Only good analysis enables a community to test its aspirations against the constraints of reality. A good strategy is realistic. It places high priority on those objectives and actions that are feasible and can make a positive difference in the community's well-being. Analysis should be thorough enough to help a community create an action program rather than a wish list.

- Robert Bosscher and Kenneth Voytek

Over the past 50 years, downtowns across the country have experienced decline and in extreme cases abandonment. Despite this growing problem the full extent of the decline is often hard to pinpoint outside of vacant buildings or falling rental rates. One important measure of the lack of investment in downtown is a review of the taxable value of properties within downtown. This helps to quantify the extent of decline that the urban core of the city has experienced.

While the property values for the City have more than doubled since 1985, Downtown remained almost stagnant with a less than 2% growth rate. This slow growth led officials to implement the City's first Tax Increment Reinvestment Zone in an effort to reverse the slow growth of Downtown.

Since the implementation of Center City TIRZ #1 in downtown Amarillo, there has been an increase in total property value in the zone of approximately \$100 million. Rebates and grants have been awarded to a wide array of projects that have helped bring housing and commercial space to downtown Amarillo. The funds are used to fill gaps for the private sector, making projects possible that would be feasible without this assistance.

The TIRZ has aided in projects that have helped revitalize older facilities as well as incentivize new construction. The first infill building in downtown Amarillo since the 1980's was built on the former site of the Opera House at Polk and 7th in 2018.

The TIRZ is also provided needed financial assistance for urban design and streetscape projects. Grant funds help support the urban design requirements for private property owners for street trees, sidewalks, and lighting. Additional funding will support the downtown wayfinding project which will help create a consistent identity while directing both motorists and pedestrians to landmarks and activity centers.

Downtown Amarillo Strategic Action Plan



Original Amarillo Hotel



Amarillo Hotel following 1927 renovation

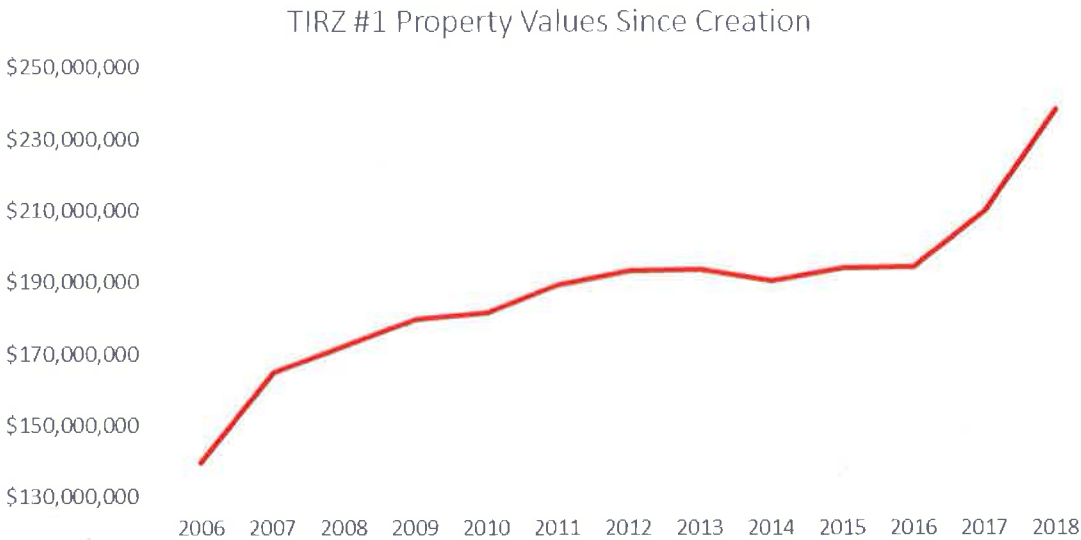


3rd and Polk Today

City of Amarillo Center City TIRZ #1 Taxable Value Analysis - Replaced Previous TIRZ Page

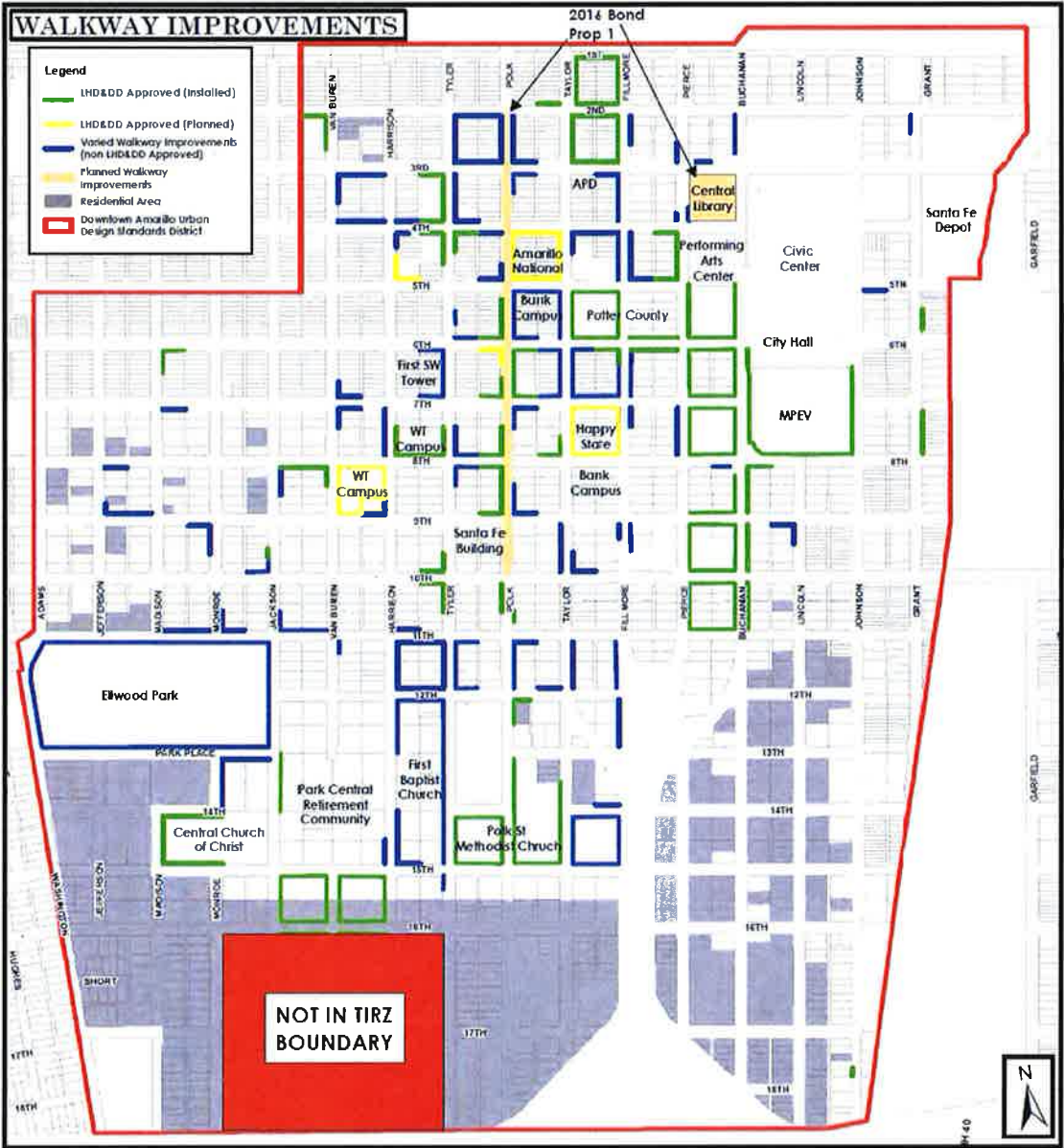
TIRZ #1														
Year	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Total	\$139,500,000	\$164,600,000	\$172,000,000	\$179,800,000	\$181,500,000	\$189,300,000	\$193,100,000	\$193,600,000	\$190,400,000	\$193,700,000	\$194,200,000	\$209,900,000	\$238,360,728	\$245,352,108
Increment		\$25,100,000	\$7,400,000	\$7,800,000	\$1,700,000	\$7,800,000	\$3,800,000	\$500,000	-\$3,200,000	\$3,300,000	\$500,000	\$15,700,000	\$28,460,728	\$6,991,380
% Change		17.99%	4.50%	4.53%	0.95%	4.30%	2.01%	0.26%	-1.65%	1.73%	0.26%	8.08%	13.56%	2.93%
Amarillo (Whole City)														
Total	\$9,802,150,770	\$10,773,825,956	\$11,359,013,547	\$11,652,062,956	\$11,729,191,258	\$12,197,201,645	\$12,429,482,741	\$12,639,726,005	\$13,153,158,695	\$13,624,846,391	\$14,175,634,767	\$15,001,997,686	\$15,415,647,481	\$15,976,039,112
Difference	\$565,348,511	\$971,675,186	\$585,187,591	\$293,049,409	\$77,128,302	\$468,010,387	\$232,281,096	\$210,243,264	\$513,432,690	\$471,687,696	\$550,788,376	\$826,362,919	\$413,649,795	\$560,391,631
% Change	6.12%	9.91%	5.43%	2.58%	0.66%	3.99%	1.90%	1.69%	4.06%	3.59%	4.04%	5.83%	2.76%	3.64%

Percent increase from 2006 to 2019:
Amarillo - 63%
TIRZ #1 - 76%



Amarillo TIRZ #1 Boundary





LHD & DD Approved Walkway Improvements



Varied Walkway Improvements



Lacking Substantial Walkway Improvements



What Are Psychographics?

The term psychographics is defined by Merriam-Webster’s dictionary as “market research or statistics classifying groups according to psychological variables.” This type of market research becomes extremely powerful at predicting consumer likes and dislikes when coupled with behavioral data and spending patterns. ESRI’s Tapestry Segmentation system does exactly that, by grouping the population into 67 separate categories based on spending habits, demographic traits and a litany of other statistics. The following is a brief description of the ESRI Tapestry Segmentation system.



The latest generation of Tapestry™ Segmentation, a market segmentation system designed to identify consumer markets in the United States, incorporates the effects of growth and decline in the last decade on established consumer markets plus the emergence of new markets populated by the Millennials and immigrants. Reflecting the increasing diversity among American consumers, Tapestry includes 67 distinct market segments and 14 summary groups.

Tapestry is a geodemographic segmentation system that integrates consumer traits with residential characteristics to identify markets and classify US neighborhoods. Neighborhoods with the most similar characteristics are grouped together, while neighborhoods with divergent characteristics are separated. Internally homogenous, externally heterogeneous market segments depict consumers' lifestyles and lifestages. Tapestry Segmentation combines the "who" of lifestyle demography with the "where" of local geography to create a classification model with 67 distinct, behavioral market segments.

Why are they important? Psychographics allow market research to move beyond simple demographics by helping to predict the depth of specific market niches such as the urban retail and residential markets. This segmentation system provides a sound basis for identifying key development goals and their feasibility.

Examples of ESRI Tapestry Market Segments



Laptops and Lattes - 3A
Laptops and Lattes residents are predominantly single, well-educated professionals in business, finance, legal, computer, and entertainment occupations. They are affluent and partial to city living—and its amenities. Neighborhoods are densely populated, primarily located in the cities of large metropolitan areas. Many residents walk, bike, or use public transportation to get to work; a number work from home. Although single householders technically outnumber couples, this market includes a higher proportion of partner households, including the highest proportion of same-sex couples. Residents are more interested in the stock market than the housing market. Laptops and Lattes residents are cosmopolitan and connected—technologically savvy consumers. They are active and health conscious, and care about the environment.



Soccer Moms - 4A
Soccer Moms is an affluent, family-oriented market with a country flavor. Residents are partial to new housing away from the bustle of the city but close enough to commute to professional job centers. Life in this suburban wilderness offsets the hectic pace of two working parents with growing children. They favor time-saving devices, like banking online or housekeeping services, and family-oriented pursuits.



Urban Villages - 7B
Urban Villages residents are multicultural, multigenerational, and multilingual. Trendy and fashion conscious, they are risk takers. However, these consumers focus on their children and maintain gardens. They are well connected with their smartphones, but more likely to shop in person. Their favorite stores are as diverse as they are, Costco or Trader Joe’s, Target or Macy’s.

General Amarillo Psychographic Profile

Tapestry LifeMode Groups	2019 Households			2019 Adult Population		
	Number	Percent	Index	Number	Percent	Index
Total:	91857	100.0%		185598	100.0%	
GenXurban (5)	20007	21.8	192	37789	20.4	187
Middle Ground (8)	12556	13.7	126	22604	12.2	121
Ethnic Enclaves (7)	12150	13.2	186	26157	14.1	171
Cozy Country Living (6)	8558	9.3	78	17967	9.7	82
Midtown Singles (11)	7804	8.5	138	13140	7.1	130
Hometown (12)	7644	8.3	137	14836	8	139
Affluent Estates (1)	6840	7.4	75	14344	7.7	73
Family Landscapes (4)	6669	7.3	96	18743	10.1	128
Rustic Outposts (10)	5166	5.6	68	11358	6.1	73
Senior Styles (9)	2470	2.7	46	4052	2.2	44
Scholars and Patriots (14)	1112	1.2	75	2758	1.5	65
Next Wave (13)	881	1	25	1850	1	23
Upscale Avenues (2)	0	0	0	0	0	0
Uptown Individuals (3)	0	0	0	0	0	0

Above is the LifeMode Group analysis for Amarillo's population. The data is the Tapestry analysis of a 20 minute drive-time from Polk and 6th Streets. Only two of the total LifeMode Groups are not represented within the Amarillo market profile.

The LifeMode Segments, represented to the right, are part of the 67 classification segments within the LifeMode Groups. The segments represent more nuanced consumer tendencies. Analyzing these tendencies along with their population in the Amarillo area can provide insight on what types of new businesses and development could be successful. The segments are organized first by their "parent" LifeMode Groups, and then are ordered within that grouping by population.

According to the Tapestry data, there are 185,598 individuals within a 20-minute drive of downtown Amarillo in 2019. The six largest consumer segments within this population are: Barrios Urbanos, Rustbelt Traditions, Traditional Living, Soccer Moms, Green Acres, and In Style. These segments total 85,237 people. More detailed profiles for these segments are available online.

Tapestry LifeMode Group Segments	2019 Households			2019 Adult Population		
	Number	Percent	Index	Number	Percent	Index
Total:	91857	100.0%		185598	100.0%	
Comfortable Empty Nesters (5A)	3667	4	163	7514	4	165
In Style (5B)	6336	6.9	307	11365	6.1	292
Parks and Rec (5C)	0	0	0	0	0	0
Rustbelt Traditions (5D)	7905	8.6	393	15076	8.1	394
Midlife Constants (5E)	2099	2.3	92	3834	2.1	88
City Lights (8A)	0	0	0	0	0	0
Emerald City (8B)	1603	1.7	123	2833	1.5	125
Bright Young Professionals (8C)	1898	2.1	92	3641	2	97
Downtown Melling Pot (8D)	0	0	0	0	0	0
Front Porches (8E)	0	0	0	0	0	0
Old and Newcomers (8F)	3379	3.7	159	5374	2.9	146
Hardscrabble Road (8G)	5676	6.2	514	10756	5.8	503
Up and Coming Families (7A)	2013	2.2	88	4220	2.3	87
Urban Villages (7B)	0	0	0	0	0	0
American Dreamers (7C)	0	0	0	0	0	0
Barrios Urbanos (7D)	9682	10.5	1013	21072	11.4	908
Valley Growers (7E)	0	0	0	0	0	0
Southwestern Families (7F)	455	0.5	61	857	0.5	49
Green Acres (6A)	5742	6.3	194	11947	6.4	193
Salt of the Earth (6B)	1321	1.4	50	2859	1.5	54
The Great Outdoors (6C)	459	0.5	32	976	0.5	34
Prairie Living (6D)	214	0.2	22	458	0.2	24
Rural Resort Dwellers (6E)	0	0	0	0	0	0
Heartland Communities (6F)	822	0.9	39	1727	0.9	44
City Streets (11A)	0	0	0	0	0	0
Young and Restless (11B)	4044	4.4	253	6312	3.4	245
Metro Fusion (11C)	509	0.6	39	956	0.5	40
Set to Impress (11D)	3261	3.5	256	5872	3.2	268
City Commons (11E)	0	0	0	0	0	0
Family Foundations (12A)	313	0.3	33	627	0.3	32
Traditional Living (12B)	6707	7.3	381	13081	7	394
Small Town Simplicity (12C)	0	0	0	0	0	0
Modest Income Homes (12D)	624	0.7	52	1128	0.6	49
Top Tier (1A)	373	0.4	24	720	0.4	22
Professional Pride (1B)	1293	1.4	86	2877	1.6	85
Boomburbs (1C)	1031	1.1	65	2134	1.1	63
Savvy Suburbanites (1D)	2846	3.1	104	5934	3.2	99
Exurbanites (1E)	1297	1.4	73	2679	1.4	74
Soccer Moms (4A)	3491	3.8	130	12696	6.8	219
Home Improvement (4B)	844	0.9	54	1773	1	52
Middleburg (4C)	2334	2.5	87	4274	2.3	79
Southern Satellites (10A)	3067	3.3	106	6481	3.5	109
Rooted Rural (10B)	0	0	0	0	0	0
Diners & Miners (10C)	0	0	0	0	0	0
Down the Road (10D)	2099	2.3	198	4877	2.6	226
Rural Bypasses (10E)	0	0	0	0	0	0
Silver & Gold (9A)	291	0.3	41	641	0.3	49
Golden Years (9B)	390	0.4	32	687	0.4	31
The Elders (9C)	0	0	0	0	0	0
Senior Escapes (9D)	0	0	0	0	0	0
Retirement Communities (9E)	995	1.1	90	1530	0.8	82
Social Security Set (9F)	766	0.9	105	1194	0.6	97
Military Proximity (14A)	0	0	0	0	0	0
College Towns (14B)	1112	1.2	127	2768	1.5	144
Dorms to Diplomas (14C)	0	0	0	0	0	0
International Marketplace (13A)	0	0	0	0	0	0
Las Casas (13B)	0	0	0	0	0	0
NeWest Residents (13C)	881	1	124	1850	1	116
Fresh Ambitions (13D)	0	0	0	0	0	0
High Rise Renters (13E)	0	0	0	0	0	0



* Examples of urban residential property & civic spaces



Amarillo Market - Top LifeMode Segments (Population)			
7D	Barrios Urbanos	21,072	11.4%
5D	Rustbelt Traditions	15,076	8.1%
12B	Traditional Living	13,081	7%
4A	Soccer Moms	12,696	6.8%
6A	Green Acres	11,947	6.4%
5B	In Style	11,365	6.1%
Total		85,237	45.8%

* Source: ESRI Business Analyst (Tapestry Segmentation)

In order to understand the urban retail market and its impact on revitalization efforts, it is important to look back and identify some historic trends. There are essentially four themes that have been used to jump start retail in downtowns across America.

- *The first was established as a direct response to the shopping mall, and is known as the pedestrian mall.**
(i.e. 16th Street Mall, Denver, CO)
- *The second theme is the festival marketplace.**
(i.e. Pike Place Market, Seattle, WA and Fanueil Hall, Boston MA)
- *The third style, downtown indoor shopping malls are simply suburban malls in an urban setting.**
(i.e. Gaviidae Commons, Minneapolis, MN)
- *The final, and the most popular over the last 20 years is the mixed-use center. This form of redevelopment tends to represent a return to a "Live/Work/Play" atmosphere, which made urban centers of the past successful.**
(i.e. Rose District, Portland, OR)

Pedestrian malls, festival marketplaces & downtown shopping malls have all had limited success with only a handful of recognizable developments still in existence today, while mixed-use retail has been a focal point of many successful revitalization efforts.

* Robertson, Kent, *Downtown retail revitalization: a review of American development strategies*, Planning Perspectives, 12 (1997) 383-401



Gaviidae Commons, Minneapolis, MN



Pike Place Market, Seattle, WA



16th Street Mall, Denver, CO

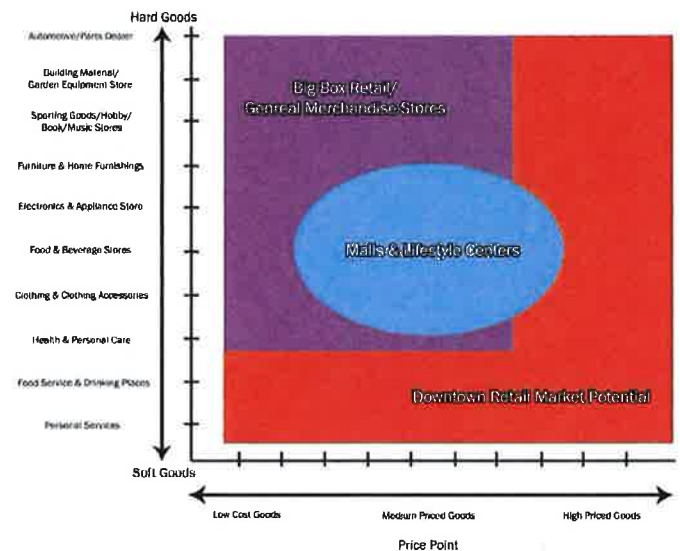


Fanueil Hill, Boston, MA



Rose District, Portland, OR

Downtown Retail Market Niche*



* While malls and “big box” retail have absorbed a large portion of the US retail market there are still a number of businesses that operate successfully within downtown. The chart above illustrates the market potential for downtown.

Typical Downtown Retail Categories

- Fast food/fast-casual (e.g. Rosa's)
- Take-away coffee (e.g. Starbucks)
- Convenience-service (e.g. CVS)
- “Temp” agencies (e.g. Kelley Services)
- Copy shop (e.g. FedEx Kinko's)
- Branded cell phone stores (e.g. AT&T)

In larger downtowns...

- “Fat-Cat” restaurants (e.g. Ruth Chris)
- Business apparel (e.g. Jos A. Bank)
- Office supply (e.g. Office Depot)

Amarillo Retail Market Profile

The following three “parent” LifeMode Groups tend to be consumers of urban retail products - Middle Ground, GenXUrban, and Affluent Estates.

According to the analysis, 40% of Amarillo's population, or about 75,000 people, fall within these groups.



Middle Ground- LifeMode Group 8

- Lifestyles of thirtysomethings
- Millennials in the middle: single/married, renters/homeowners, middle class/working class
- Urban market mix of single-family, townhome, and multi-unit dwellings
- Majority of residents attended college or attained a college degree
- Householders have ditched their landlines for cell phones, which they use to listen to music (generally contemporary hits), read the news, and get the latest sports updates of their favorite teams
- Online all the time: use the Internet for entertainment (downloading music, watching YouTube, finding dates), social media (Facebook, Twitter, LinkedIn), search for employment
- Leisure includes night life (clubbing, movies), going to the beach, some travel and hiking

GenXUrban - LifeMode Group 5

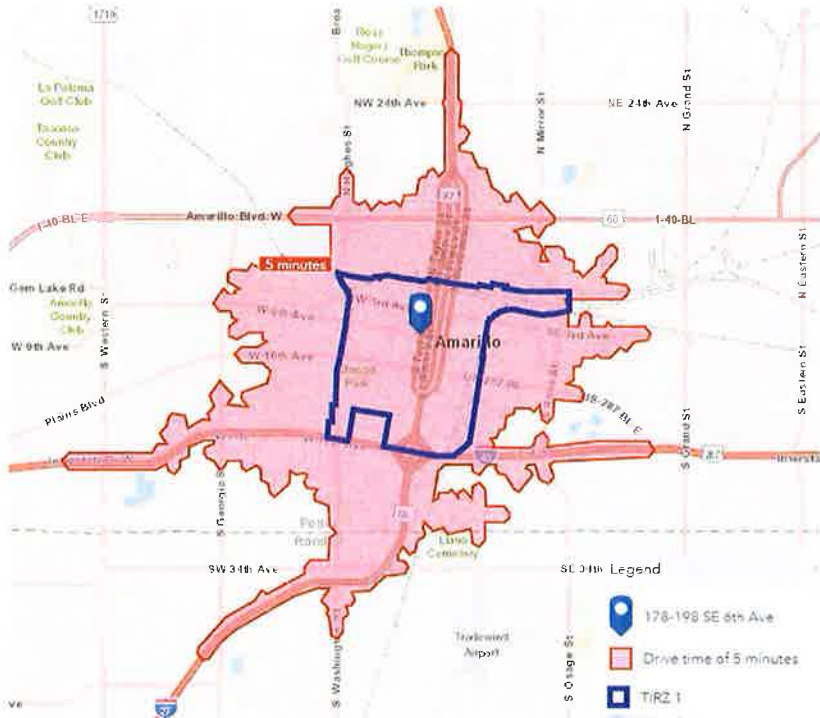
- Gen X in middle age; families with fewer kids and a mortgage
- Second largest Tapestry group, comprised of Gen X married couples, and a growing population of retirees
- About a fifth of residents are 65 or older; about a fourth of households have retirement income
- Own older single-family homes in urban areas, with 1 or 2 vehicles
- Live and work in the same county, creating shorter commute times
- Invest wisely, well-insured, comfortable banking online or in person
- News junkies (read a daily newspaper, watch news on TV, and go online for news)
- Enjoy reading, renting movies, playing board games and cards, doing crossword puzzles, going to museums and rock concerts, dining out, and walking for exercise



Affluent Estates - LifeMode Group 1

- Established wealth—educated, well-traveled married couples
- Accustomed to “more”: less than 10% of all households, with 20% of household income
- Homeowners (almost 90%), with mortgages (65.2%)
- Married couple families with children ranging from grade school to college
- Expect quality; invest in time-saving services
- Participate actively in their communities
- Active in sports and enthusiastic travelers

To better understand the Amarillo market, the planning team conducted an analysis on retail sales in Downtown, which focused on food and beverage sales. While very few people live within the study area, 25,000 people work within a 5 minute drive (over 20% of Amarillo's workforce) which should provide Downtown with enough foot traffic to support a number of restaurants and bars. Despite this daytime surge in population Downtown food and beverage sales totaled only \$10.4 million over the past year, while food and beverage sales within a five minute drive were over \$78 million. This means that on average workers in downtown spent \$2.85 per work day, while workers within a five minute drive spent on average \$12.33 per work day. This discrepancy illustrates the need for restaurants in Downtown, while also providing evidence of the strength of the market.

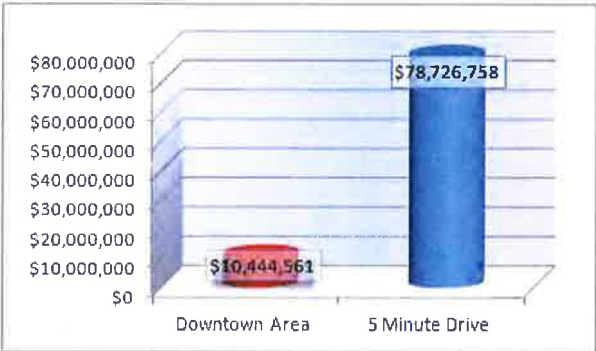


* Source: ESRI - Business Analyst & Gideon Toal, Inc.

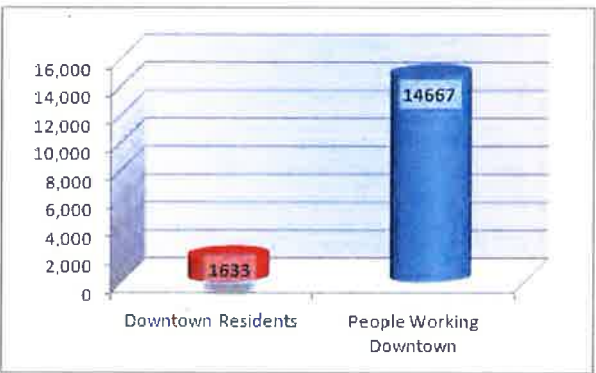
Downtown	
Workers in Downtown	14,657
Weeks in work year	50
Days in work years	250
Workers in Downtown per year	3,664,250
2006 Food & beverage retail sales	\$10,444,561
Expenditures Per Worker/Per Day	\$2.85

5 Minute Drive	
Workers in Area	25,540
Weeks in work year	50
Days in work years	250
Workers in area per year	6,385,000
2006 Food & beverage retail sales	\$78,726,758
Expenditures Per Worker/Per Day	\$12.33

Food & Beverage Retail Sales



Population Movement



Retail Habits of Office Workers

International Council of Shopping Centers (ICSC) analyzed how the habits of office workers have changed between 1987 and 2003. The study examined changing consumer preferences among office workers, along with the impact of retail availability on employee shopping habits. A follow up study was done in 2011 by ICSC. Specific findings include:

- In 2003, weekly lunch expenditures among downtown office workers were 20% higher than those reported by suburban office workers (\$26.80 versus \$22.50).
- The lunch frequency has remained stable between 1987 and 2003, averaging 4.4 days per week (the average number of days purchased lunch is 2.9).
- Office workers spend an average of \$7.10 on lunch when dining out.
- When compared to their suburban counterparts, downtown office workers are more likely to eat out (85% versus 76%), and also eat out more frequently.
- Fifty percent (50%) of downtown office workers eat out at least 4 out of 5 days, versus 38% of suburban office workers.
- The deli/grocery/carry-out business has surpassed sit-down and fast food restaurants in market share. Almost twice as many lunches were purchased at these types of convenience food shops in 2003 than in 1987 (up from 15% to 27%).
- The share of office workers shopping during their lunch hour (32%) has remained stable since 1987.
- The market share of lunches purchased at fast-food restaurants has remained at 16% since 1987, while the share from sit-down restaurants has decreased from 22% to 16%.
- The share of office workers who stop after work for dinner or drinks closer to their office has doubled since 1987 (an increase of 12% to 25%). The average weekly expenditure for all office workers who stop after work for dinner or drinks was \$44 per patron in 2003.
- Downtown, after-work entertainment activities have increased from 29% in 1987 to 35% in 2003.
- Use of public transportation has increased dramatically (43% in 1987 to 63% in 2003), among office workers in downtown areas with above average retail density.
- The 2011 study found that markets with ample retail tend to experience significantly more spending—approximately 140% more—than in limited-retail venues.
- The office worker represents approximately one-fifth (20.5%) of the U.S. workforce.
- When retail, restaurant and services offerings in the vicinity of the office building are in ample supply, the higher the spending by the office workers in that area.
- In 2011 the office worker spent, on average, \$26.71 per week for food. Only 30% of the workers frequented a full-service restaurant during the week, while 55% of office workers visited a quick-service restaurant, including a deli or company cafeteria.

Matt Kures, Serving Downtown Office Workers, Downtown Economics: Ideas for Increasing Economic Vitality in Community Business Districts (January 2007) & Michael P. Niemira and John Connolly, Office-Worker Retail Spending in a Digital Age (2012, International Council of Shopping Centers)

Amarillo Urban Residential Profile

With 78.2 million baby boomers poised to retire, the market for retirement homes in the coming years will be at an all time high. A growing number of retirees and empty nesters are making the choice to live downtown. Some retirees are trading in their golf clubs for season theatre tickets and their golf cart for a bus pass. There is an emerging market for active seniors living downtown. Communities should evaluate opportunities for this emerging class of urban dwellers and match their services, promote business opportunities and growth relative to the needs of this new niche market in the downtown area.

Stephanie Lind, Retire Downtown A Market Emerges for Active Living Downtown, Downtown Economics: Ideas for Increasing Economic Vitality in Community Business Districts (July 2007)

What are urban buyers looking for?

- Unique Products – Stay away from “sameness”
 1. Retail – Talbots, Chico, Roots etc...
 2. Restaurants – diverse local cuisine, few if any chains
- Distinct residential districts with unique housing choices
- Walkability – the “Live/Work/Play” experience
- Space – units don’t have to be very large but must “live big”, large windows, open floor plans etc...
- Soundproofing
- Downtown Amenities
 1. Public Plazas
 2. Dog Parks
 3. Cultural Institutions
- Creative conversion of existing structures
- Day care and children’s activities (urbanbaby.com)

International Downtown Association 2006

The six segments in the Amarillo market that are mostly likely to be interested in urban residential living are: Emerald City, Set to Impress, Savvy Suburbanites, Bright Young Professionals, Metro Fusion and In Style. Total, these comprise about 16.5% of the Amarillo population, or 30,000 individuals, according to ESRI Tapestry. The segments are detailed on page 22.

Urban Residential Typology

High-Rise (over 8 stories):

- Type 1 construction
- Concrete or steel
- Above 75 feet
- May include street level retail or live-work units
- Typical unit size: 600 to 3,000 + sf
- Common areas and recreational areas typical
- Density: 200 + per acre
- Typical buyers: Young singles & couples, Baby boomers and Empty nesters
- Tapestry Psychographics
 - 11C - Metro Fusion



Mid-Rise (4 to 8 stories):

- Below grade or structured parking
- Wood, Concrete or steel
- Common parking (some units may have direct access garages)
- May include street level retail or live-work units
- Typical unit size: 600 to 2,000 + sf
- Common areas
- Density: 80 to 100 + per acre
- Typical buyers: Young singles & couples,
- Tapestry Psychographics
 - 8C - Bright Young Professionals
 - 11C - Metro Fusion
 - 11D - Set to Impress



Low-Rise (2-4 stories):

- More traditional attached project
- Wood frame construction
- Townhomes, flats or row homes (walk-up)
- May include street level retail or live-work units
- Typical unit size: 1,200 to 1,800 + sf
- Private parking (garages)
- Density: up to 30 units per acre
- Typical buyers: First time buyers, singles and couples with young children
- Tapestry Psychographics
 - 1D - Savvy Suburbanites
 - 5B - In Style
 - 8B - Emerald City
 - 8C - Bright Young Professionals



Emerald City - 88

Demographics Traits - U.S.

Ethnic Diversity: Mostly White (77%)
Average Household Size: 2.06
Median Age: 37.4
Education Levels: College Graduate
Employment Levels: Management
Homeownership: 48.5%
Median HH Income: \$59,200



Amarillo Segment: 1.5%

Emerald City's denizens live in lower-density neighborhoods of urban areas throughout the country. Young and mobile, they are more likely to rent. Well educated and well employed, half have a college degree and a professional occupation. Incomes close to the US median come primarily from wages, investments, and self-employment. This group is highly connected, using the Internet for entertainment and making environmentally friendly purchases. Long hours on the Internet are balanced with time at the gym. Many embrace the "foodie" culture and enjoy cooking adventurous meals using local and organic foods. Music and art are major sources of enjoyment. They travel frequently, both abroad and domestically.

Set to Impress - 11D

Demographics Traits - U.S.

Ethnic Diversity: Mostly White (65%)
Average Household Size: 2.12
Median Age: 33.9
Education Levels: Some College
Employment Levels: Entry Level
Homeownership: 28%
Median HH Income: \$59,200



Amarillo Segment: 3.2%

Set to Impress is depicted by medium to large multiunit apartments with lower than average rents. These apartments are often nestled into neighborhoods with other businesses or single-family housing. Nearly one in three residents is 20 to 34 years old, and over half of the homes are single person and nonfamily households. Although many residents live alone, they preserve close connections with their family. Income levels are low; many work in food service while they are attending college. This group is always looking for a deal. They are very conscious of their image and seek to bolster their status with the latest fashion. Set to Impress residents are tapped into popular music and the local music scene.

Savvy Suburbanites - 1D

Demographics Traits - U.S.

Ethnic Diversity: Mostly White (85%)
Average Household Size: 2.85 Median
Age: 45.1
Education Levels: College grads (51%)
Employment Levels: Management
Homeownership: 91%
Median HH Income: \$108,700



Amarillo Segment: 3.2%

Savvy Suburbanites residents are well educated, well read, and well capitalized. Families include empty nesters and empty nester wannabes, who still have adult children at home. Located in older neighborhoods outside the urban core, their suburban lifestyle includes home remodeling and gardening plus the active pursuit of sports and exercise. They enjoy good food and wine, plus the amenities of the city's cultural events.

Bright Young Professionals - 8C

Demographics Traits - U.S.

Ethnic Diversity: Mostly White (65%)
Average Household Size: 2.41
Median Age: 33.0
Education Levels: 35% Some College /
33% Bachelor
Employment Levels: Management
Homeownership: 43%
Median HH Income: \$54,000



Amarillo Segment: 2.0%

Bright Young Professionals is a large market, primarily located in urban outskirts of large metropolitan areas. These communities are home to young, educated, working professionals. More than one out of three householders is under the age of 35. Slightly more diverse couples dominate this market, with more renters than homeowners. More than two-fifths of the households live in single-family homes; over a third live in 5+ unit buildings. Labor force participation is high, generally white-collar work, with a mix of food service and part-time jobs (among the college students). Median household income, median home value, and average rent are close to the US values. Residents of this segment are physically active and up on the latest technology.

Metro Fusion - 11C

Demographics Traits - U.S.

Ethnic Diversity: Diverse (31% Black, 34%
Hispanic, 20% foreign born)
Household Size: 2.65
Median Age: 29.3
Education Levels: Some College Employment
Levels: Mid-Level
Homeownership: 24%
Median HH Income: \$35,700



Amarillo Segment: .5%

Metro Fusion is a young, diverse market. Many residents do not speak English fluently and have moved into their homes recently. They are highly mobile and over three quarters of households are occupied by renters. Many households have young children; a quarter are single-parent families. The majority of residents live in midsize apartment buildings. Metro Fusion is a hard-working market with residents that are dedicated to climbing the ladders of their professional and social lives. This is particularly difficult for the single parents due to median incomes that are 36% lower than the US level.

In Style - 5B

Demographics Traits - U.S.

Ethnic Diversity: Mostly White (84%) Average
Household Size: 2.35
Median Age: 42.0
Education Levels: College grads (48%)
Employment Levels: Management
Homeownership: 68%
Median HH Income: \$73,000



Amarillo Segment: 6.1%

In Style denizens embrace an urbane lifestyle that includes support of the arts, travel, and extensive reading. They are connected and make full use of the advantages of mobile devices. Professional couples or single households without children, they have the time to focus on their homes and their interests. The population is slightly older and already planning for their retirement.

* Source: ESRI Tapestry Segmentation

Convention Hotel Economics

Nearly 65 percent of U.S. convention centers are owned by cities, counties, states or other types of government authorities. Major convention cities, such as New York or Las Vegas, generally have had sufficient hotel supply in appropriate locations to support the needs generated by meeting and trade show participants. For many other municipalities, however, new hotel development can be critical to competing for the middle- to upper-tier convention market. Convention facilities in these cities may be located in areas peripheral to hotel concentrations. In addition, existing hotel operators are often reluctant to commit the room inventory required to serve convention delegates -- typically offered in package deals at lower room rates -- while simultaneously reducing rooms available to serve guests that make up their core business.

The basic economics in hotel development and operations pose additional challenges. Convention-oriented hotels are typically 10 to 20 percent more expensive to develop than a comparable size, group-oriented hotel. At the same time, room rates for a convention hotel's core market segment may run 20 to 30 percent below comparable business hotels due to discount package deals negotiated for delegates as part of convention attendance.

By Michael A. Stein and J. Kevin Lawler - Miami, Fall 1995

Arthur Andersen: Ideas and Trends

Public Sector Financing of Hotel Development:

The Prognosis for Public/Private Partnerships



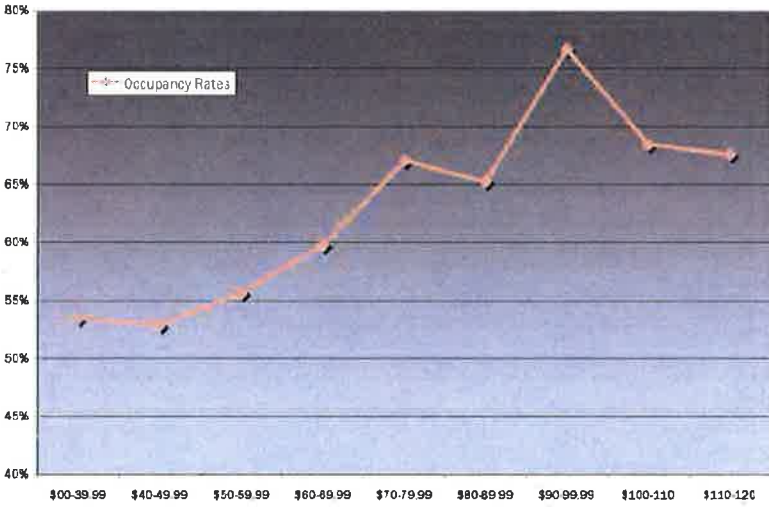
Convention hotel opened in September 2017 across the street from the Amarillo Civic Center

2006 Amarillo Quarterly Hotel Occupancy Report

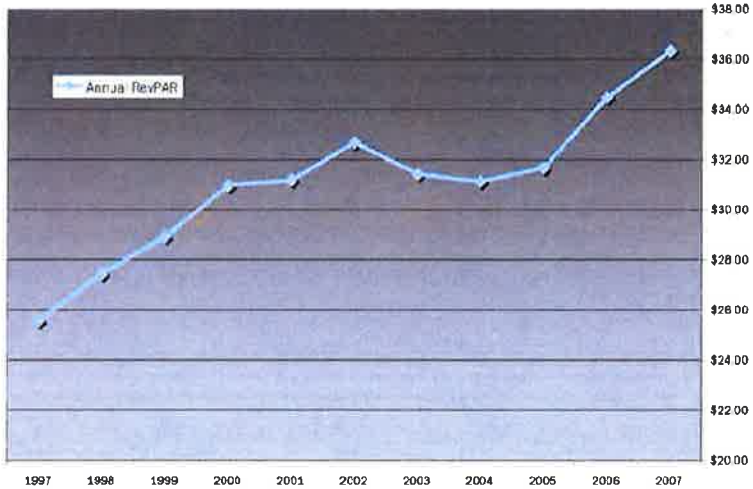
Qtr	Rate	# of Hotels	Room Night Available (000)	Revenue(\$000)	% Occupancy	Room Nights Sold (000)	RevPAR
1	\$00-39.99	17	168.7	2519	44.4	74.8	14.93
	\$00-39.99	2	6.4	98	57.9	3.7	15.31
	\$40-49.99	6	50	1266	57.6	28.8	25.32
	\$40-49.99	1	5.7	126	45.7	2.6	22.11
	\$50-59.99	10	77.6	2258	52	40.3	29.10
	\$60-69.99	3	39.2	1485	59.9	23.5	37.88
	\$70-79.99	3	24.7	1187	67	16.5	48.06
	\$80-89.99	4	46.6	2478	64.2	29.9	53.18
	\$90-99.99	3	20.8	1493	74.9	15.6	71.78
	\$100-110	1	0.8	40	49.8	0.4	50.00
		50	440.5	12950	53.6	236.1	29.40
2	\$00-39.99	13	115.9	2180	55	63.7	18.81
	\$00-39.99	2	6.5	99	57.4	3.7	15.23
	\$40-49.99	6	70.2	1655	53.2	37.3	23.58
	\$50-59.99	8	71.9	2447	61.2	44	34.03
	\$50-59.99	1	5.7	164	55	3.2	28.77
	\$60-69.99	8	76.7	3048	62.3	47.8	39.74
	\$70-79.99	4	29.5	1676	74.5	22	56.81
	\$80-89.99	3	38.9	2160	66.4	25.8	55.53
	\$90-99.99	1	8.2	667	82.7	6.8	81.34
	\$100-110	4	21.8	1777	79.2	17.3	81.51
		50	445.3	15873	61	271.6	35.65
3	\$00-39.99	2	6.5	110	61.6	4	16.92
	\$00-39.99	9	71.9	1149	48.3	34.8	15.98
	\$100-110	2	14.4	1186	77.9	11.2	82.36
	\$110-120	4	24.5	2105	76.4	18.7	85.92
	\$40-49.99	9	103.5	2597	57.6	59.6	25.09
	\$50-59.99	4	34.7	1211	62.9	21.8	34.90
	\$50-59.99	1	5.8	183	55.3	3.2	31.55
	\$60-69.99	10	98.8	4157	63.5	62.7	42.07
	\$70-79.99	3	18.8	859	64.7	12.1	45.69
	\$80-89.99	6	66.9	3899	68.5	45.8	58.28
	\$90-99.99	1	6.5	457	72.4	4.7	70.31
		51	452.3	17913	61.6	278.6	39.60
4	\$00-39.99	2	6.5	104	56.8	3.7	16.00
	\$00-39.99	13	116.8	1880	46.4	54.2	16.10
	\$40-49.99	6	67.8	1520	50.3	34.1	22.42
	\$50-59.99	1	5.8	150	47.9	2.8	25.86
	\$50-59.99	7	61.3	1912	55.3	33.9	31.19
	\$60-69.99	9	81.8	2840	53.3	43.6	34.72
	\$70-79.99	2	17.3	821	62.1	10.7	47.46
	\$80-89.99	5	56.1	2951	61.9	34.7	52.60
	\$100-110	3	23.9	1695	67	16	70.92
	\$110-120	3	14.9	1113	67.6	10.1	74.70
Total		51	452.2	14986	53.9	243.8	33.14
			1790.3	61722	57.5	1030.1	34.48

© 2007 Office of the Governor, Economic Development and Tourism

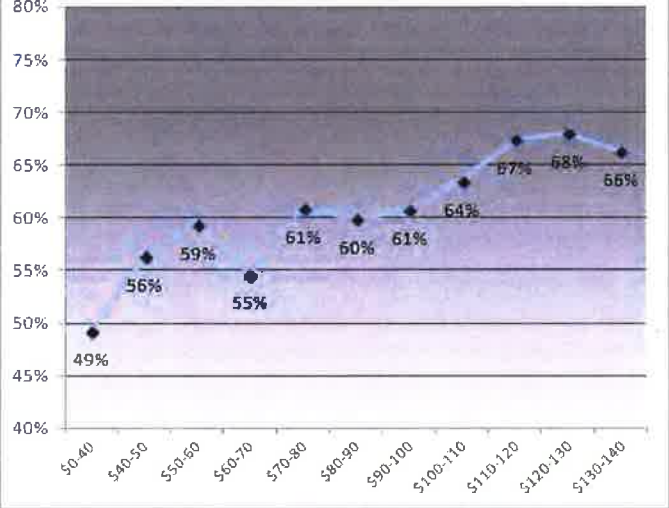
2006 Occupancy by Room Rate



Annual Revenue per Available Room (RevPAR) 1997-2007



2018 Occupancy by Room Rate



2018 Amarillo Occupancy Report (4th Quarter)

Rate	# of Hotels	RevPAR	Occupancy
\$0-39.99	15	16.18	49%
\$40-49.99	6	26.21	56%
\$50-59.99	11	33.26	59%
\$60-69.99	4	35.39	55%
\$70-79.99	1	48.62	61%
\$80-89.99	2	51.18	60%
\$90-99.99	3	58.21	61%
\$100-109.99	6	65.67	64%
\$110-119.99	7	76.79	67%
\$120-129.99	3	85.02	68%
\$130-139.99	4	87.74	66%
Totals	62	53.11	61%

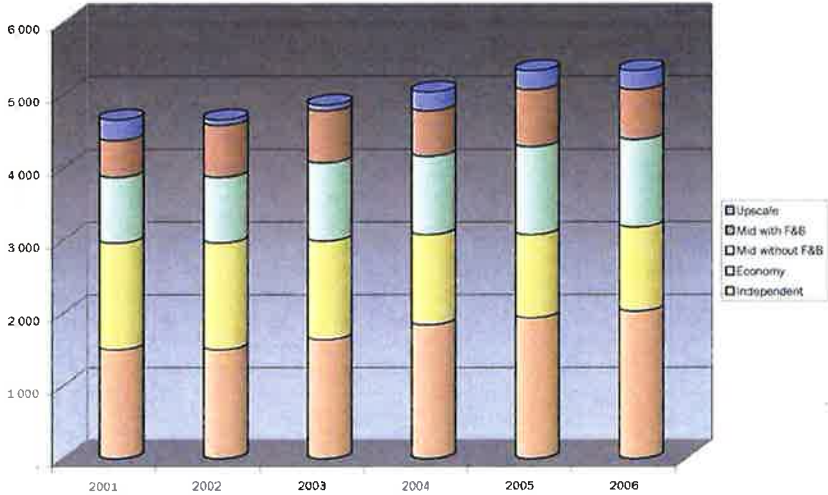
© 2018 SourceStrategies.org

The graphs on the left illustrate a number of interesting facts about Amarillo's hospitality industry. With almost 75% of the hotel rooms in Amarillo under \$70 a night, the market appears to be filled which is illustrated by their occupancy rates and revenue per available room (RevPAR). Meanwhile, rooms in the \$90 - \$100 range were over 75% occupied in 2006. The large discrepancies between occupancy rates highlight the breadth of the market for high end hotels in Amarillo.

Urban Hotel Character

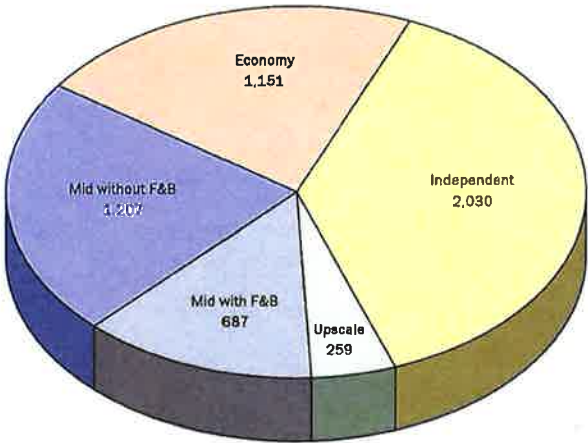


Total # of Hotel Rooms by Year



* Source: Smith Travel research, Gideon Toal, Inc.

Hotel Rooms by Type



F&B - Food and Beverage

* Source: Smith Travel research, Gideon Toal, Inc.

Physical Conditions & Land Use	
Existing Infrastructure	28
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Context-sensitive design modifies design features of arterial streets to adapt for each environment. Specific features include both elements of the roadway and those contributing to its context, as follows:

- Right-of-way width;
- Road width;
- Cross-section;
- Transit provisions;
- Pedestrian-way widths;
- Bicycle provisions;
- Design speeds;
- Alignments (vertical and horizontal);
- Materials;
- Landscaping and other aesthetic amenities;
- Street furniture;
- Lighting;
- Traffic control strategies;
- Access management;
- Development setbacks; and
- Building entrance orientation.

ITE Smart Growth Task Force. Smart Growth Transportation Guidelines: An ITE Proposed, Recommended Practice. Institute of Transportation Engineers, Washington D.C., 2003.

Existing Infrastructure

Downtown Amarillo currently has an extensive water and sewer network capable of providing services to a dense urban population with minimal improvements. Utilizing existing infrastructure can save the City time and money along with ensuring that the city wide network does not become over burdened.

By directing growth back into Downtown, Amarillo can continue to provide its citizens with high quality infrastructure.

Effect of Distance on Cost of Infrastructure

Cost changes by change in distance	Set 1 Low tract dispersion, small lot	Set 2 Low tract dispersion, large lot	Set 3 High tract dispersion, small lot	Set 4 High tract dispersion, large lot
0.25 to 0.5 mile				
Absolute	\$12,407	\$13,859	\$27,677	\$30,000
Per household	\$4.14	\$2.61	\$8.29	\$10.20
Percentage	2%	1%	4%	3%
0.5 to 1 mile				
Absolute	\$24,814	\$27,715	\$55,254	\$61,203
Per household	\$8.27	\$9.24	\$18.56	\$20.40
Percentage	4%	2%	8%	5%
1 to 2 miles				
Absolute	\$49,628	\$55,437	\$111,509	\$122,401
Per household	\$16.54	\$18.48	\$37.17	\$40.80
Percentage	8%	5%	15%	9%
2 to 3 miles				
Absolute	\$49,628	\$60,070	\$111,508	\$122,401
Per household	\$16.54	\$20.02	\$37.12	\$40.80
Percentage	7%	5%	15%	9%
3 to 4 miles				
Absolute	\$49,628	\$56,981	\$111,508	\$122,401
Per household	\$16.54	\$18.99	\$37.17	\$40.80
Percentage	2%	4%	12%	8%
4 to 5 miles				
Absolute	\$78,669	\$56,981	\$111,508	\$122,401
Per household	\$26.22	\$18.99	\$37.12	\$40.80
Percentage	10%	4%	10%	7%

*All costs are annualized over 30 years using a 7% discount rate.

Speir, C., & Stephenson, K., Does Sprawl Cost Us All? Journal of the American Planning Association, Vol 68, No 1, Winter 2002

Downtown Water & Sewer Infrastructure

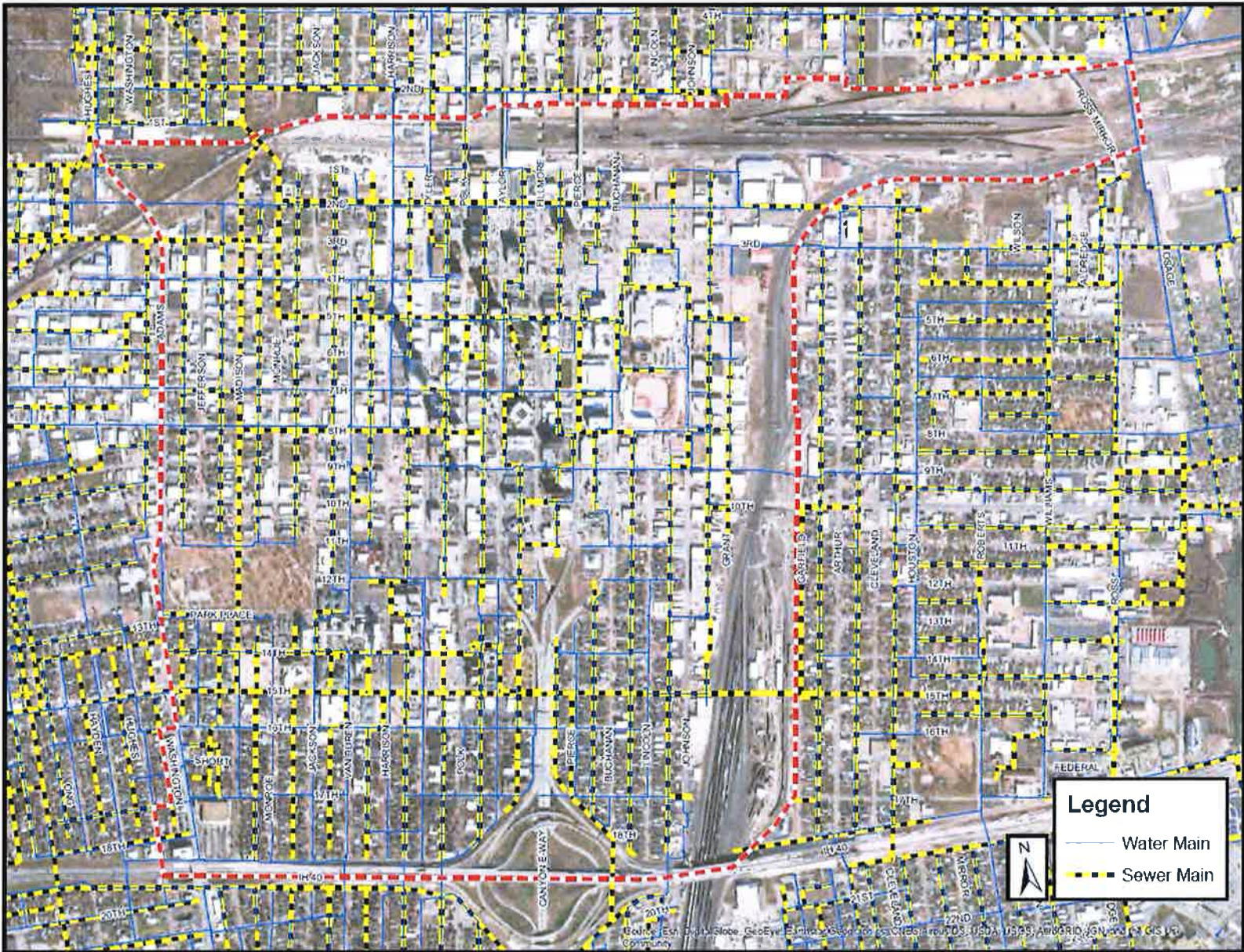
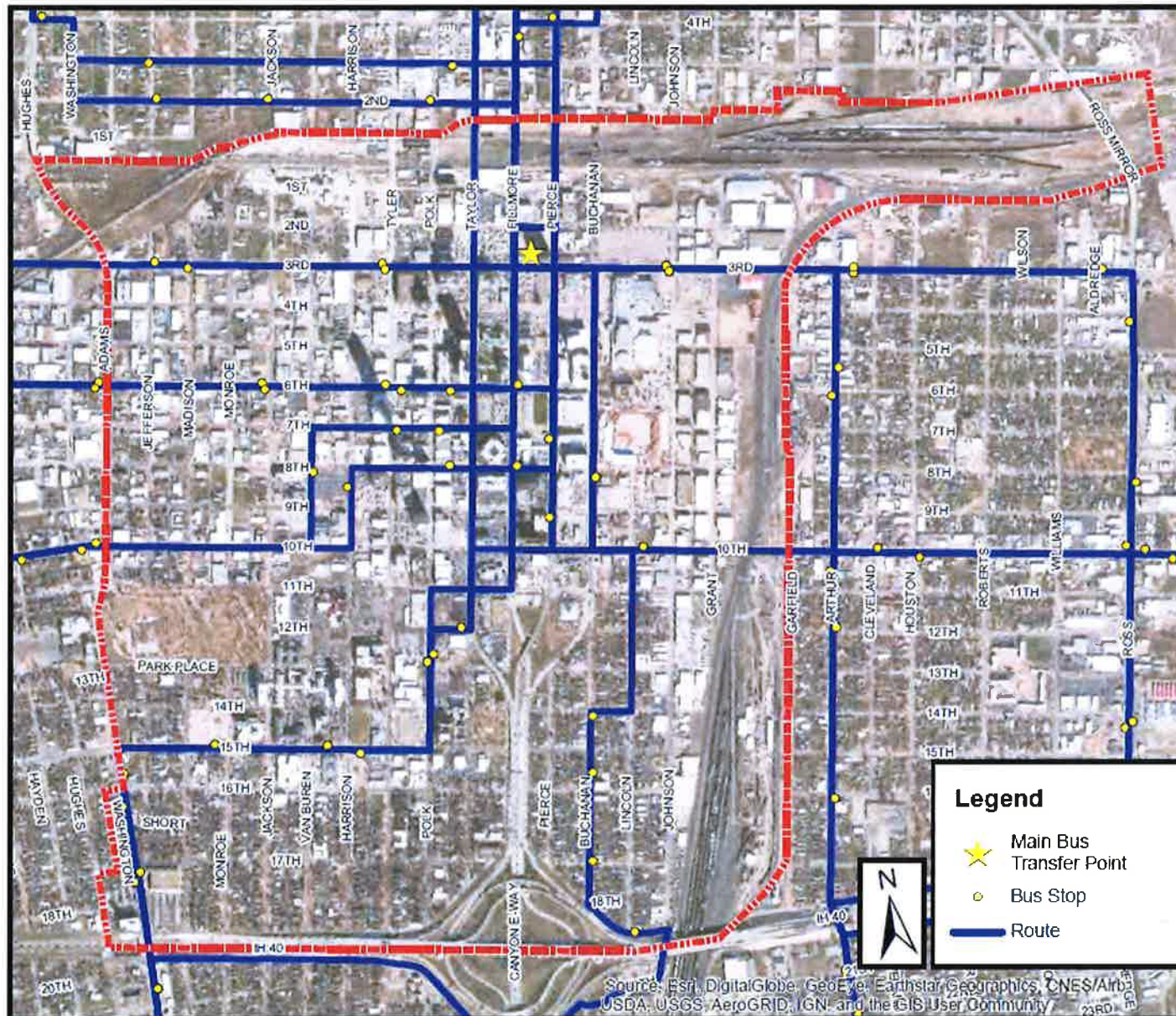


Image Updated 2019 - Source: City of Amarillo & ESRI

Public Transportation Routes

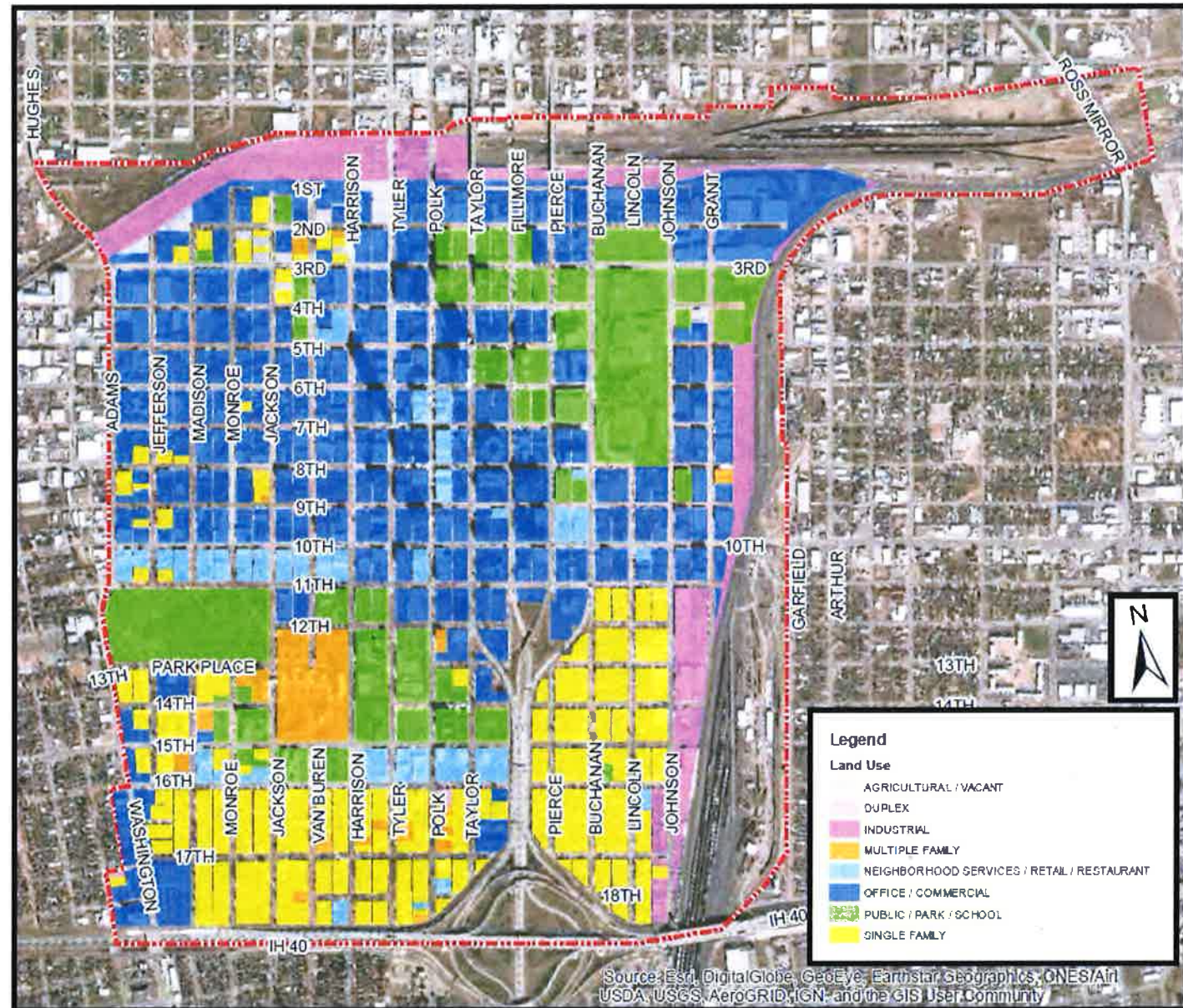


The major method of transportation Downtown is the automobile, but there are a number of bus routes that cross through Downtown providing access to downtown for a large portion of the city.

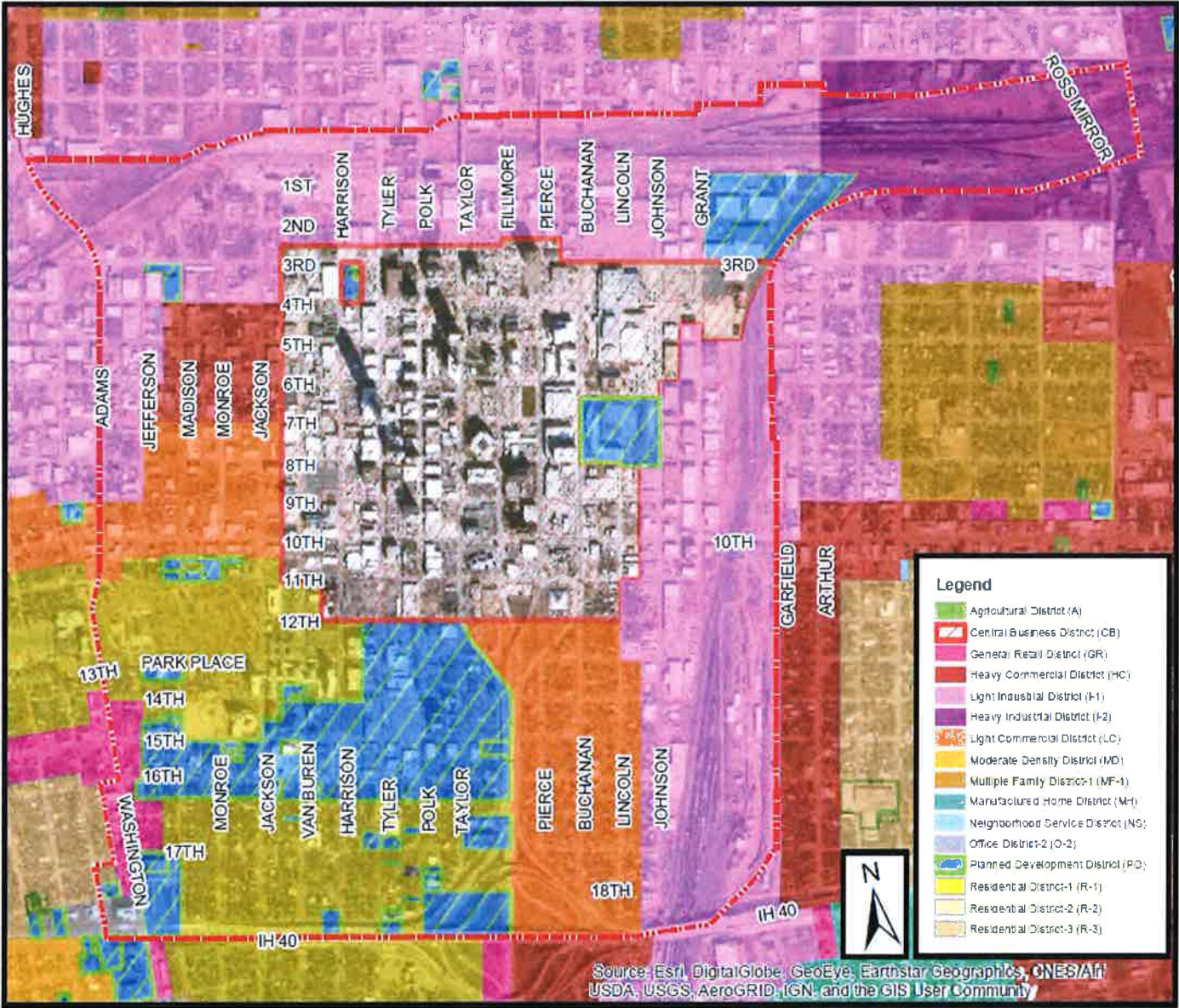
The current urban street grid has substantial capacity that can accommodate increased mixed use densities as suggested in this plan. On-street parking should also be encouraged wherever possible.

The northern half of Downtown is predominantly commercial use with a number of institutional uses in the northeast corner, while the southern half of downtown is mostly residential and institutional.

Land Use



Downtown Zoning



Current Downtown zoning is generally based on historical growth patterns, with industrial uses near the railroad and commercial zones at the center. Urban design standards are recommended (see page 69). Also, the city may need to implement a “mixed-use zoning district” to encourage development around downtown.

Image Updated 2019 - Source: City of Amarillo and ESRI

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The essence of the city is the communion of citizens at every level and under every circumstance. The variety and multitude of opinions, talents, drives, and culture that such diversity implies: it is this marvelous mixture – fusion of diversities into a whole... which is the unique aspect of the city.

- Arthur Erickson

2006-2008 Process: Community Meetings & Stakeholder Workshops

An integral element of the planning process was feedback from Amarillo citizens and community stakeholders. Since September of 2006, Gideon Toal, Center City and the Downtown Development Committee conducted five public meetings to discover citizens' perception of downtown and their vision for downtown's future. Between 45 and 70 people attended each meeting. Meetings were held in the evening to allow full participation for working people.

Meetings were held in each quadrant of Amarillo:

Northeast – Bishop DeFalco Conference Center
Northwest – Black Historical Cultural Center
Southeast – Kids Inc. Warehouse
Southwest – Southwest Branch Amarillo Public Library

These meeting locations, as well as a fifth public meeting downtown, encouraged maximum outreach to Amarillo's diverse neighborhoods and populations. Groups represented at the meetings included:

Amarillo Chamber of Commerce
Amarillo College
Amarillo Convention and Visitor Council
Amarillo Hispanic Chamber of Commerce
Amarillo Historical Preservation Foundation
Amarillo Independent School District
Amarillo United Citizens Forum
Caprock High School
Los Barrios de Amarillo
NAACP
Panhandle Regional Planning Commission
Plemons-Eakle Historical District
West Texas A&M University

In addition, Gideon Toal met with specific stakeholder groups

Amarillo Coalition for the Homeless
Amarillo Globe-News
Amarillo Police Department
Bankers
Center City of Amarillo
City of Amarillo
City Church
Developers
Downtown Development Committee
Downtown business owners
Downtown property owners
Downtown Women's Center
Faith City Ministries
Potter County
Salvation Army
Tyler Street Resource Center

The ideas and feedback received during these meetings laid much of the groundwork for the Strategic Action Plan. Throughout the meetings, citizens from all neighborhoods expressed overwhelming support for the action plan and the vision for a stronger downtown Amarillo. At different milestones in the planning process, Gideon Toal and the Downtown Development Committee held meetings. The meetings at the Civic Center drew between 70 and 300 people who came to hear the latest information and to ask questions.



Community Meeting

Downtown Amarillo Strengths

Easy Access to Services - City Government
Globe News Center for the Performing Arts
Amarillo Civic Center
Safety especially during the day
Live Entertainment
Parking
Clean
Beauty
Cosmo feel
Skyline - Historic buildings
Brick streets
High Rise Dining

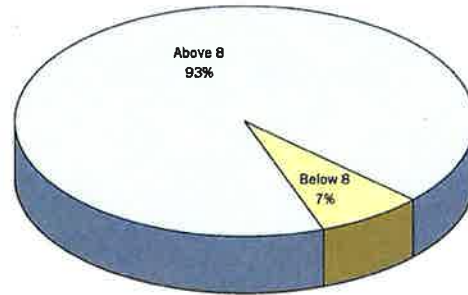
Downtown Amarillo Weaknesses

No hotels
Lack of public restrooms
Want more restaurants and coffee shops
Too many vacant buildings and neglected parking lots
Public transportation
No athletic complexes
No retail or support retail
Lack of streetscape, parks - overall beautification
Lack of affordable houses
Overhead power lines
Perception of safety at night
Deteriorating sidewalks

Downtown Amarillo Opportunities

More parks, lighting and landscaping
More hotels
Athletic Facility - Baseball
Outdoor Venues
More Restaurants - Affordable
Retail
Affordable housing
Available restaurants and parking
Trail connections
Eliminate overhead powerlines
Bring back sign lights on Polk

On a scale of 1-10 how important is the Downtown effort?



In addition to the meetings a number of surveys were distributed in order to gather unfiltered opinions of the project itself and the current state of Downtown Amarillo. The survey's are discussed in more detail below.

Throughout August 2006 surveys about downtown were distributed to a number of Amarillo citizens. These surveys provided the planning team with detailed information regarding the current state of downtown. Key findings from the public input survey reinforced much of the market research and the overall perception of downtown Amarillo.

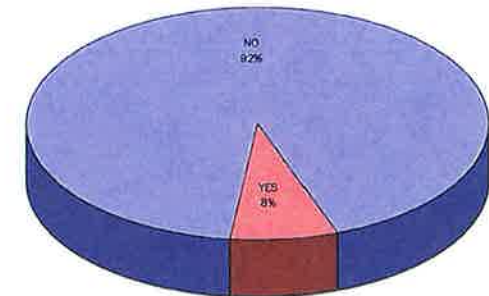
The first questions asked, "Do you live in downtown? and if not how far do you live from downtown? (1-3 miles, 5-10 miles, 11 or more miles)." These questions help to identify the spatial patterns of residential households and their relationship to downtown. While very few people live in downtown, a majority of people surveyed live within 5 miles.

The second set of questions looked at travel patterns to and from downtown asking, "Do you work downtown? And How many times a month do you visit Downtown?" Almost 50% of the respondents work downtown and a large majority visit downtown more than 11 times a month.

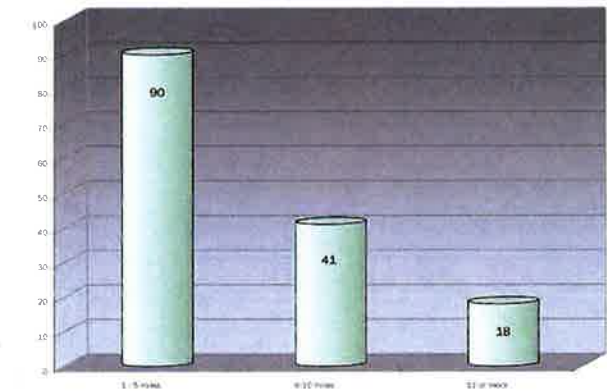
The third questions asked, "On a scale of 1-10 how safe do you feel in downtown during the day and during the night?" While a vast majority of people surveyed responded that they feel safe downtown during the day, almost half of the respondents felt less safe downtown at night than they did during the day.

Finally, the fourth question asked simply, "How important is the downtown revitalization effort on a scale of 1-10?" People responded to this question in an overwhelmingly positive fashion with 93% saying that the effort was very important.

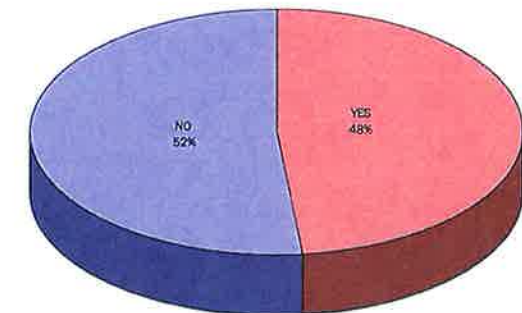
Do you live Downtown?



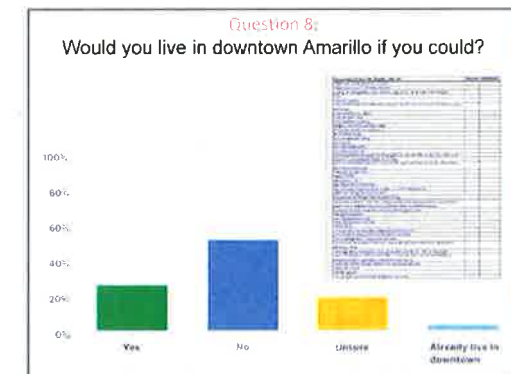
How far do you live from Downtown?



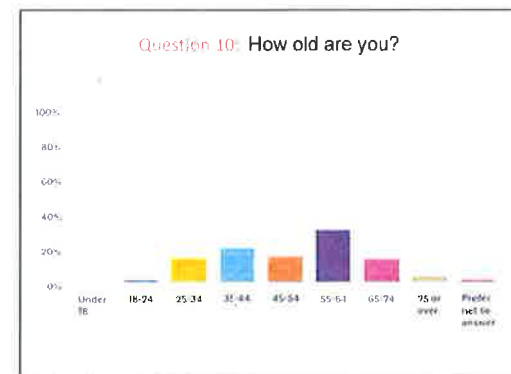
Do you work Downtown?



In 2018, Center City Main Street worked with the National Main Street Center to conduct a strategic visioning session for their organization. The process included a market analysis and public survey for downtown. Many of the questions were similar to those that were included in the 2006 process. There were 304 respondents whose responses are summarized below.



The final open-ended question (not pictured) asked people to indicate what sets downtown Amarillo apart from other cities. The responses varied widely, but many commented how Amarillo can offer a "small community feel," but with big city amenities. And that Amarillo has the potential to be an entirely unique experience, not a copy of some other place. Most recognize downtown has come a long ways, but that we're not there yet.



Redevelopment Plan	
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Planning is a process of choosing among those many options. If we do not choose to plan, then we choose to have others plan for us.

— Richard Winwood

Downtown Amarillo must reinforce its prominence as the business and cultural heart of the City and Panhandle region. This is vital for the health of the entire City. Over the last decade, most of the investment in Amarillo has been focused along the Interstate Freeway and suburban areas. During this time the Downtown tax base has remained stagnant.

This initiative is critical because many regions and cities are developing dynamic Downtown areas. To many investors, the relative health of a City's Downtown represents the overall health of the economy and the City's quality of life. Businesses and investors looking to invest anywhere in Amarillo will look at Downtown as an indicator of overall market strength. A healthy Downtown is also crucial to attracting people to live and work in Amarillo. As envisioned, a vibrant Downtown will help attract the best and the brightest to move to Amarillo.

Based on market trends, development potential, input from business, government, investment, and community groups the following development goals have been recommended for Downtown Amarillo over the next 5 to 10 years.

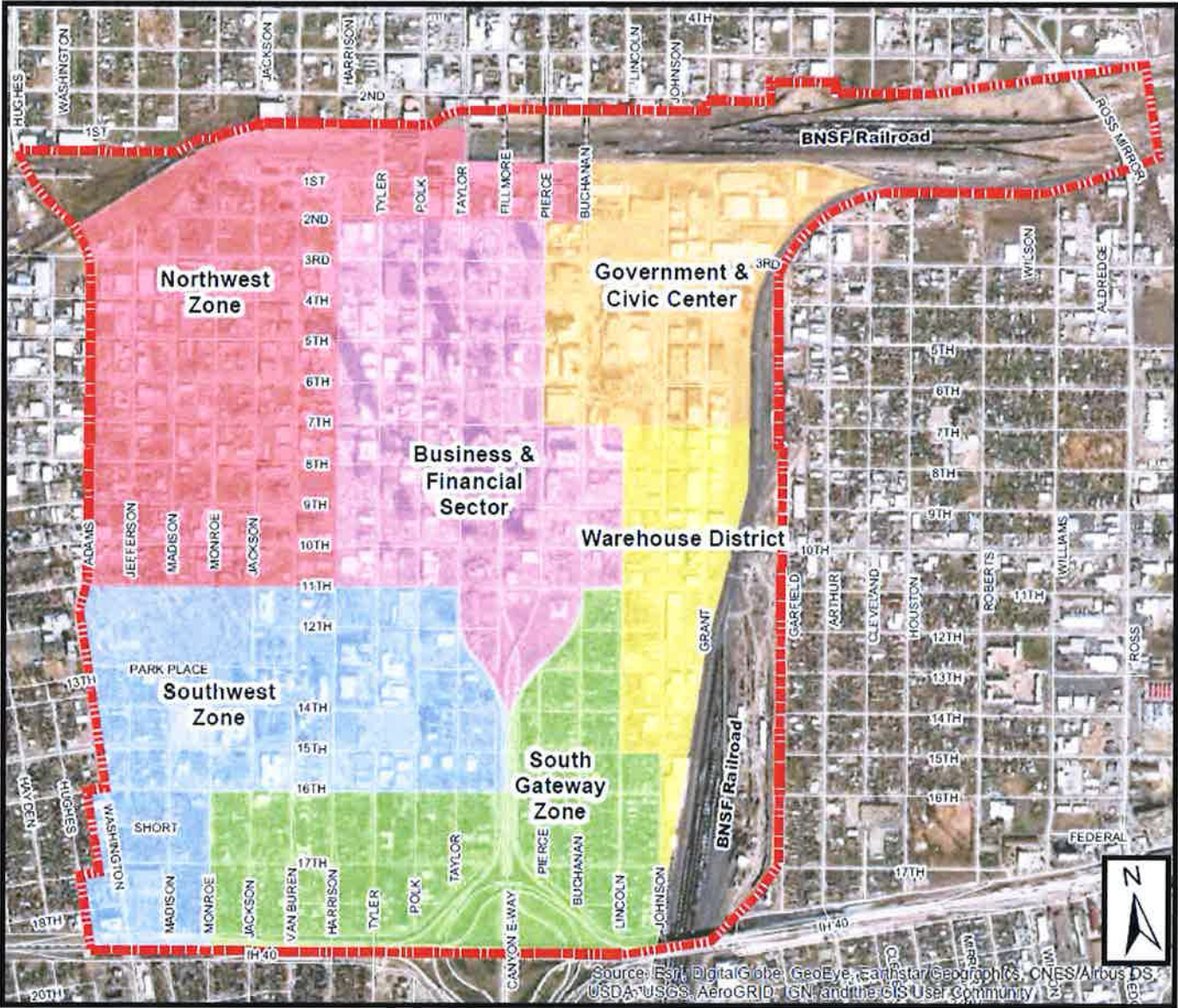
Development Goals - Progress Review (Achieved since adoption in 2008)

- Construction of the MPEV, the multi-purpose entertainment venue featuring a minor league ballpark for the Double AA Sod Poodles.
- Adopted urban design standards to ensure quality landscaping, parks, public art and proper orientation of buildings to the street.
- Developed two major Downtown hotels (Embassy Suites opened Fall 2017, the Barfield will open in 2020).
- Attracted 6 to 10 new restaurants / night club venues.
- Attracted a major presence from higher education (West Texas A&M's relocation to the Commerce Building)
- Successful rehabilitation of selected historic buildings (Firestone, Woolworth Building, Levine's, Blackburn-Shaw Funeral Home, and the Fisk Building.
- Developed about 235+ new housing units in Downtown.
- Absorbed and developed approximately 250,000 SF of office / commercial and another 70,000 SF of retail.

Development Goals - Revised 2019

- Continue to focus on residential - develop 400 to 600 new housing units in Downtown.
- Absorb and develop another 200,000 to 400,000 SF of office / commercial.
- Retain and grow Downtown as financial, business and government center.
- Attract family friendly venue(s), such as a cinema complex.
- Continue to build upon the higher education presence in order to create new opportunities for development synergies.
- Develop a coordinated police and security program to ensure that Downtown is safe day and night.
- Implement parking support including joint private/public use of parking lots and structures.
- Continue efforts to rehabilitate historic buildings with use of historic tax incentives
- Attract diversified restaurants and retail for downtown residents, visitors, and workers.
- Attract a grocery store in Downtown to serve a growing 24/7 urban population.
- Relocate bus services.
- Implement the planned Downtown and Cultural District wayfinding program.
- Modernize and expand the Civic Center complex into a major convention destination with arena.
- Rehabilitate the Santa Fe Depot campus.
- Create urban design and development standards better tailored to the unique character of each zone.

Downtown Zones



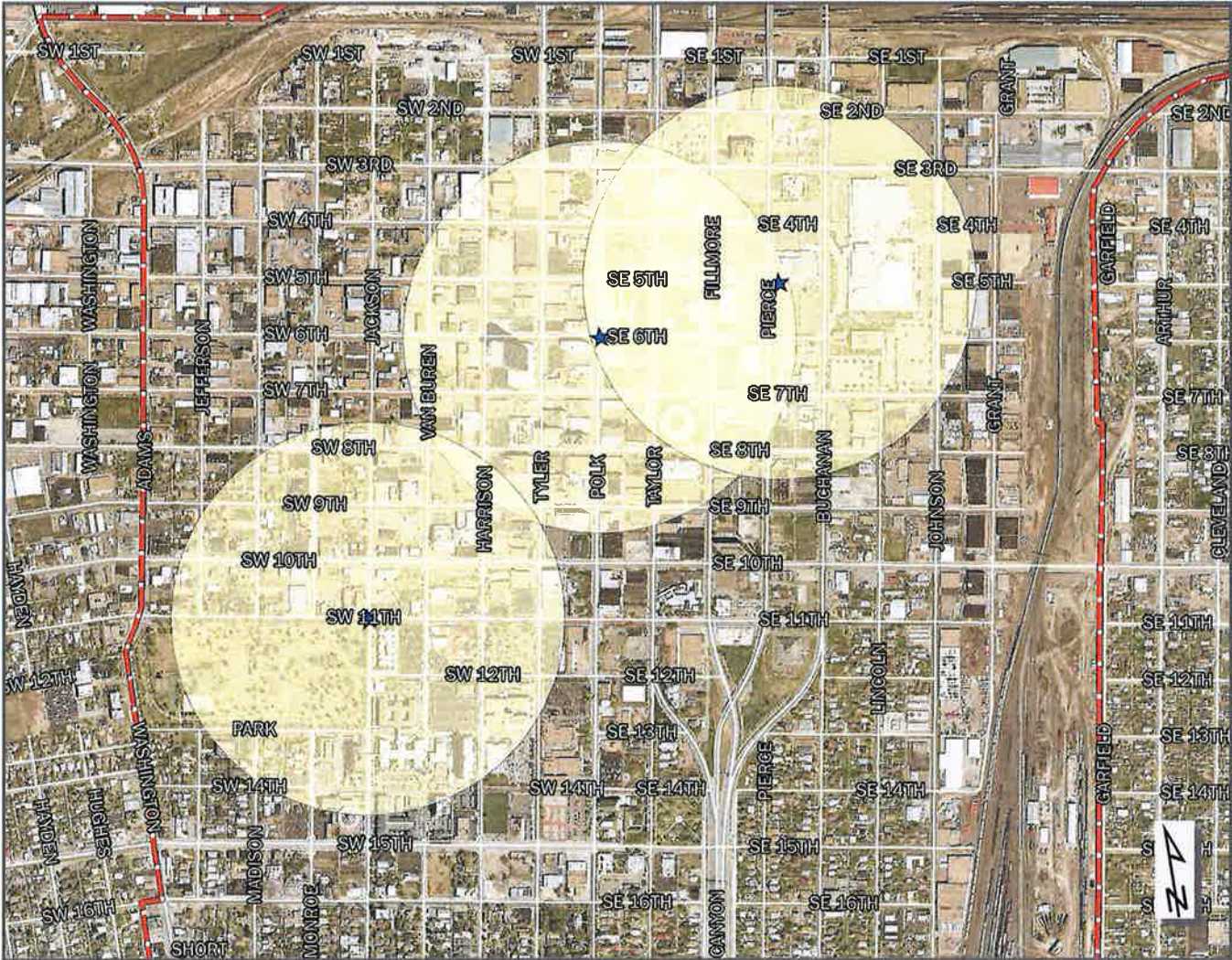
The study area has been divided into six zones including:

- 1. Government & Civic Center
- 2. Warehouse District
- 3. Business & Financial Sector
- 4. South Gateway Zone
- 5. Southwest Zone
- 6. Northwest Zone

Image Updated 2019 - Source: City of Amarillo

5 to 10 Minute Walk

5 Minute Walk



2008 Image - Source: Gideon Toal

Revitalizing a downtown, developing a new urbanist project, or building a mixed-use lifestyle center requires creating a walkable urbane place where most or possibly all of life's daily needs (shopping, recreation, school, restaurants, employment, etc.) are reachable on foot or by mass transit. The preconditions for a walkable urbane place include:

- Significant residential uses within walking distance of local-serving retail and a park;
- A continuously pedestrian-friendly and safe walk;
- An average net residential density of at least eight dwelling units per acre (20 per ha) to support local-serving retail and transit (planned or currently available); and
- Being within walking distance of work for at least one household member or within walking distance of transit that links the household to employment. Walkable urbanity is in contrast to conventional suburban development, which is exclusively based upon car transportation, separation of uses, and low density

Christopher B. Leinberger, Urban Land: January 2007

The creation of greenspace in Downtown continues to be a priority for redevelopment. Urban parks and gardens play a critical role in cooling cities, and also provide safe routes for walking and cycling as well as sites for physical activity, social interaction and for recreation. Downtown currently has little existing greenspace. Elwood Park and Sanborn Park are the only existing greenspaces. Priority projects for the future include:

Greenway Streets

Polk Street streetscape will provide an inviting environment for pedestrians with new sidewalks, street trees and lighting meeting the DAUDs standards. Additionally, urban design features such as cafe seating, pocket parks, parklets should be encouraged by both the public and private sector.

Southwest 10th Avenue has a number of existing vacant buildings. The intersection of Polk and 10th is an important axis in downtown. Calming traffic and investing in a greenway street will help facilitate redevelopment.

Rock Island Rail Trail Connection

The Rock Island Rail Trail stretches four miles between Coulter Street and SW 7th Avenue ending at Crockett Street west of Downtown. The plan proposing connecting at SW 7th in one direction (east) into downtown and one direction (west) out. This could be accomplished in the short-term with paint and signage; long-term protected bike lanes could be constructed.

Santa Fe Depot Campus

There is no sizeable public greenspace other than the parks in the southern part of Downtown and the lawn at the Potter County Courthouse. Proposed redevelopment of the Santa Fe Depot would include a great lawn for programming events like markets, concerts and festivals.



Rock Island Rail Trail and its terminus in relation to the Downtown planning area.



Suggested Improvements

- Pocket Parks
- Street Furniture
- Street Trees planted 20'-25' O.C.
- Bike Lanes
- Allow Parallel Parking



Historic Preservation

Downtown Amarillo has a significant number of historic structures as identified in the Historic Resources Survey of Amarillo Texas prepared by Hardy, Heck and Moore in July of 1990. Whenever economically feasible, these buildings should be adapted and incorporated into the various redevelopment areas. Historic buildings are important due to their beauty, unique character, and human scale. They help link the great history of downtown with the future redevelopment goals.

It is important moving forward for the City of Amarillo and the Downtown leadership groups to enhance the feasibility of adaptive reuse or historic preservation through the use of TIF funds, historic tax credits, façade easements, Hotel Occupancy Tax (HOT) and related incentives as feasible.

Use of Preservation Guidelines for Recognized Historic Buildings

A number of organizations publish guidelines on historic preservation and design of new buildings that are in close proximity to historic resources. Developers working on and around historic buildings should follow these guidelines.

1. The National Trust for Historic Preservation
2. The U.S. Department of the Interior - National Park Service
3. The City of Amarillo Downtown Design Standards & Guidelines



A Sample of Amarillo Historic Structures

Santa Fe Building



Fisk Building



Barfield Building
(During Renovation)



Potter County Courthouse



Kress Building



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With infill, start by providing for those who are not risk-averse (singles, Bohemians, etc.). These people are the urban pioneers

→ Andres Duany

Government & Civic Center

Amarillo local governments and civic leaders have had a dedicated commitment to assuring that civic functions, local government functions, and more recently the Globe News Center for the Performing Arts are convenient and centrally located for all residents of Amarillo and Potter County.

Key Landmarks in or adjacent to this Zone:

- Amarillo Civic Center
- The Globe News Center for the Performing Arts (Performing Arts Hall and support facilities)
- Amarillo City Hall
- The Central Library
- Potter County Courthouse
- Potter County Courthouse Square
- MPEV
- The Federal Building

The Civic Center and Government Zone blend very well with the Business and Financial Zone to the immediate west. The two zones flow seamlessly together along key streets such as 5th, 6th, and 7th Ave.

Key initiatives recommended in or adjacent to this Zone include:

- Ensure that all local and federal governments maintain a strong presence in Downtown. The convenience and synergy created by this government and civic center is enormously important in attracting residents from the entire region to Downtown. Amarillo citizens take pride in their local government and civic attractions.
- The opportunities to share parking, meeting facilities, and special event facilities are extremely important to build upon.
- A major emphasis should be to develop 6th Ave as a key pedestrian link to the Business / Financial Zone and to the Polk street entertainment area.
- Further to the east along Johnson and Grant streets, the warehouse district with its brick streets and unique warehouse buildings offers some interesting opportunities for loft residential units and Live / Work spaces to infill among viable industrial uses.
- Modernizing and expanding the Civic Center complex into a major convention destination with arena will help Amarillo attract new and larger events as a "must stop" venue in Texas. The project would also rehabilitate the Santa Fe Depot, relocate City Hall, and provide new green gathering spaces for Downtown.

Key initiatives achieved for this Zone since 2008 include:

- Developed the Embassy Suites, a 300+ room hotel to support the Civic and Convention Center activities, the business community and downtown restaurant and entertainment venues.
- Construction of the MPEV, the multi-purpose entertainment venue featuring a minor league ballpark for the Double AA Sod Poodles, and shared parking facilities with mixed use tenant spaces.

Rick Husband Memorial



Globe News Center for the Performing Arts



Civic Center



Looking down 6th Ave



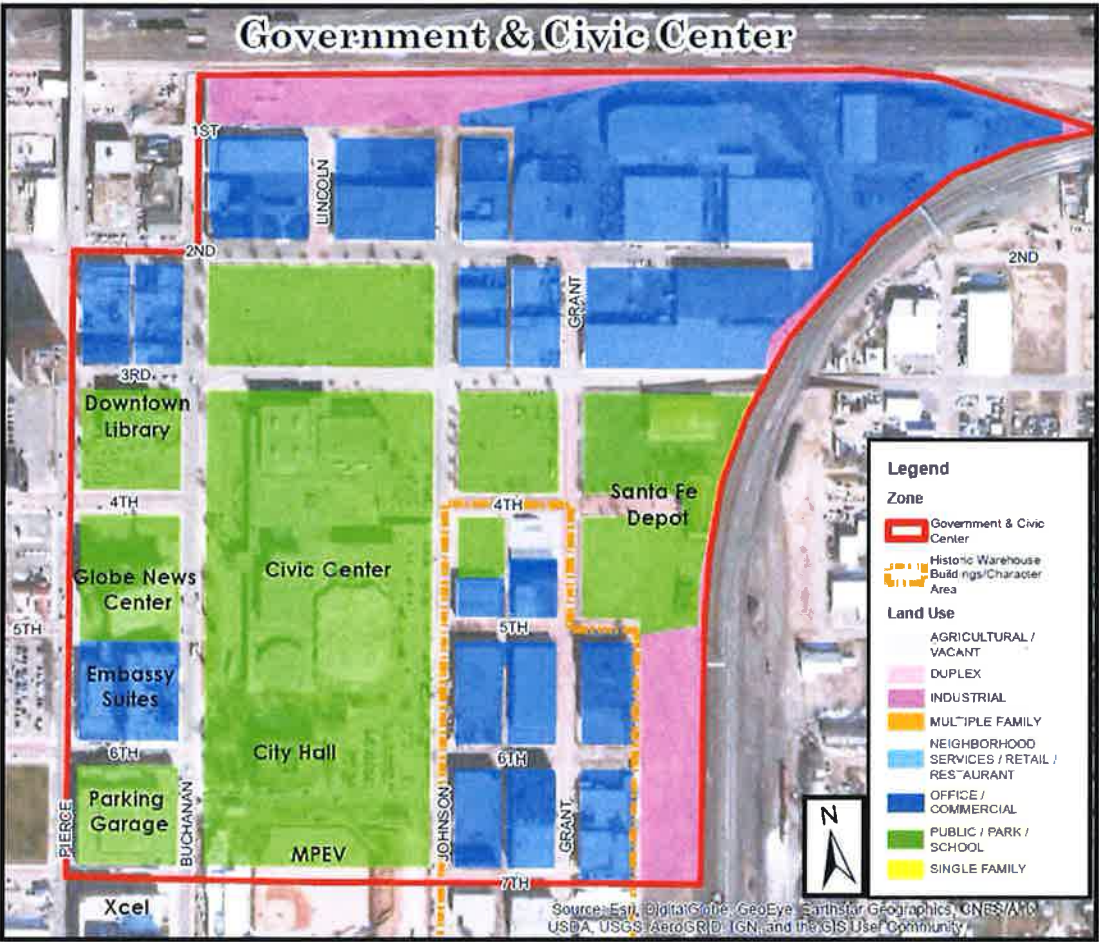
MPEV - "Hodgetown"



Potential Land Use

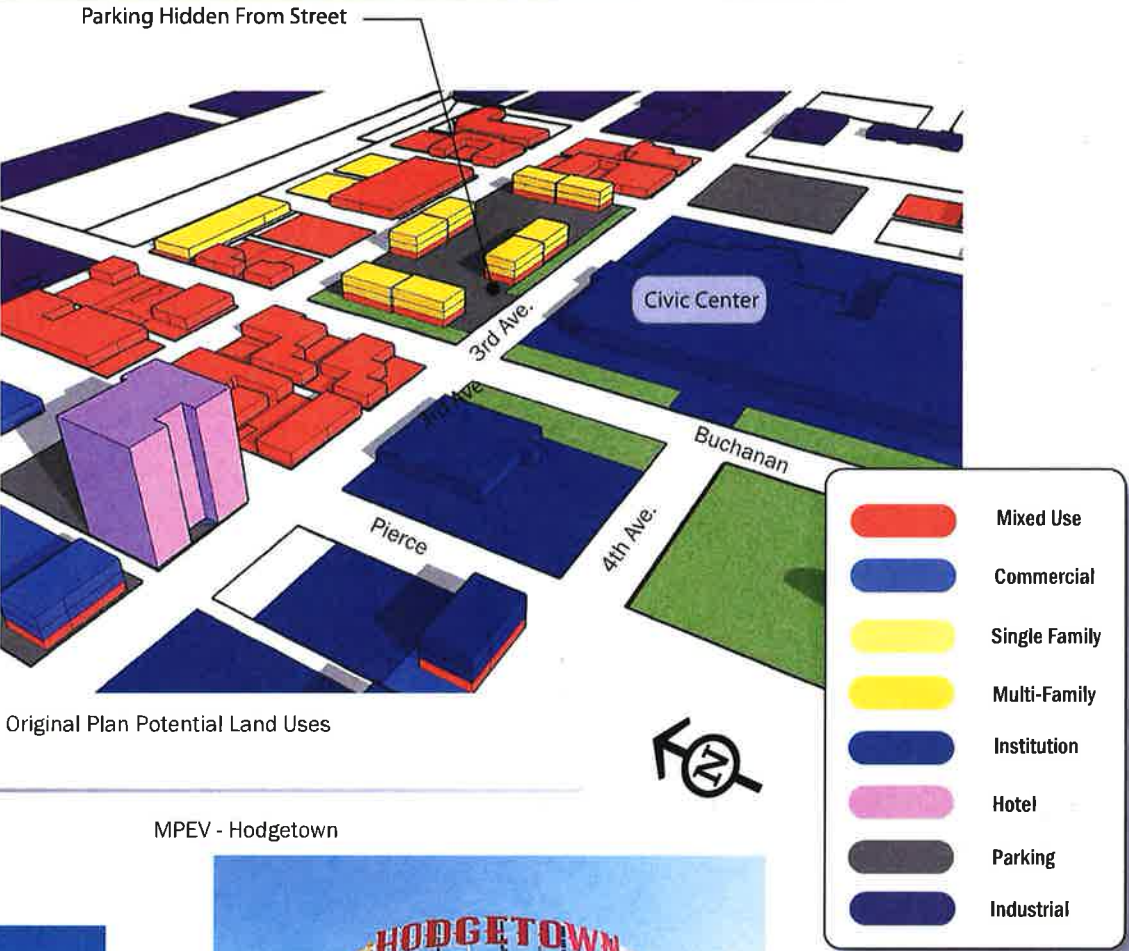
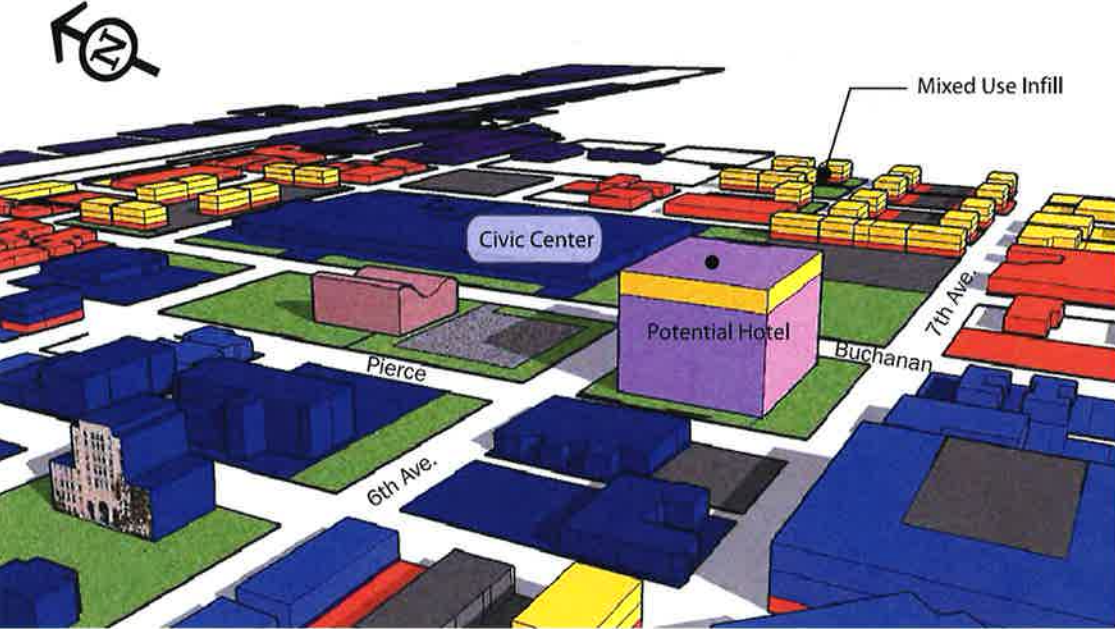


Urban Character



Current Land Use - 2019 Image

Civic Center



Embassy Suites

Parking Garage



MPEV - Hodgetown



The Warehouse District is an area about 2 to 3 blocks wide and adjacent to the railroad corridor. Totalling approximately 12 blocks, the zone contains some important Amarillo businesses and activity centers, including Post Office, which provide several hundred jobs. Intermingled with these businesses are smaller businesses, attractive brick streets, and interesting warehouse architecture. This zone could attract unique live / work housing for artists, and smaller entrepreneurs. It could be a unique mixed use area where clean industry, residential, and smaller businesses can coexist together. There are many good examples of such compatible redevelopment around the nation and in Texas, including Fort Worth, Houston, Austin, and Dallas.

If, in the future, some of the larger warehouse businesses need to move to more modern facilities within Amarillo, then the City working with the Amarillo Economic Development Corporation could help facilitate a transition for the industrial businesses and help with conversion of the urban warehouse area to include residential, smaller businesses, live / work spaces and possibly Downtown educational facilities.

Small business creation should remain a critical element of the Amarillo strategic economic plan. The Warehouse District is a good place to attract such businesses.

Key initiatives recommended in or adjacent to this Zone Include:

- Now that the MPEV has been located in this Zone, encourage a compatible set of new mixed uses within the warehouse district to include existing businesses, live/work spaces, residential, and entertainment . Many cities have had success in helping old warehouse areas to become an eclectic mix of uses that add to the vitality and interest of the Downtown area.
- As the area redevelops, assure that urban design standards are considered and that key linkages, such as 6th Ave and 9th Ave become attractive pedestrian linkages into the Downtown Core. Eventually, mid and long term, this area could attract several hundred unique residential units compatibly mixed with businesses, education facilities, and arts.
- Development of public spaces / gathering spaces around this zone are highly desirable.
- Completion of an updated historic survey to determine if the area would still qualify as a local and National Register Historic District.
- Updated urban design and development standards to accommodate the unique historic character.

Key initiatives achieved for this Zone since 2008 include:

- The MPEV, as noted in the Government Zone, was completed in April 2019.
- Development of Double R Lofts residential project added 20 lease units to Downtown.

Current Conditions



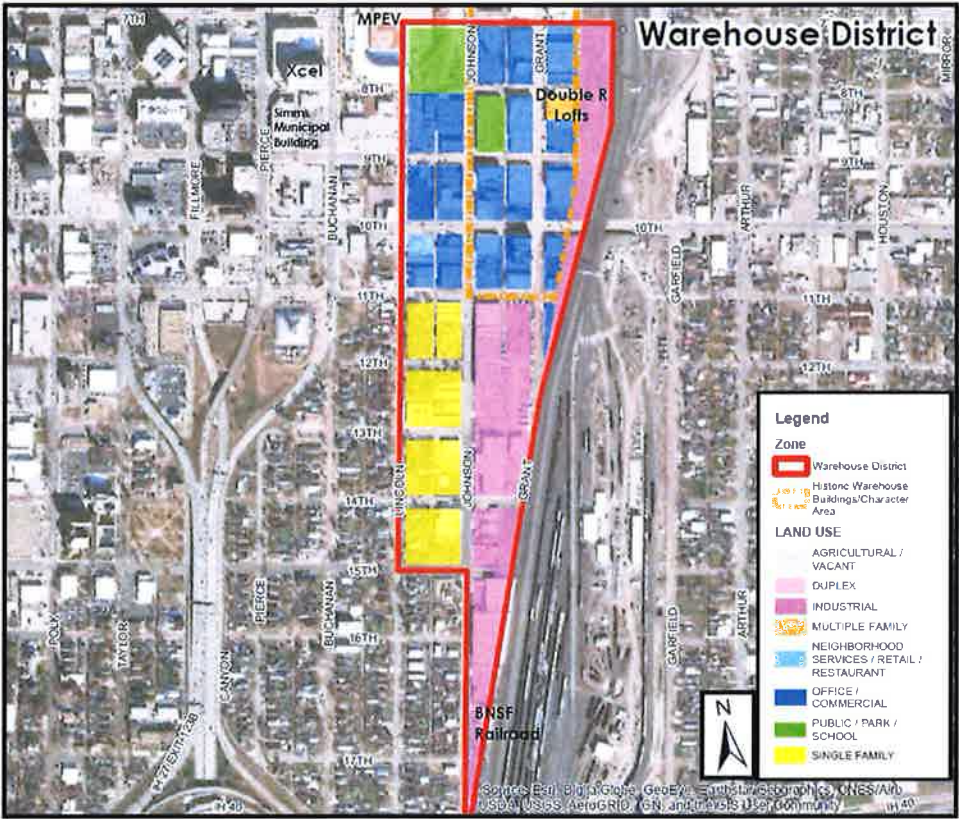
Potential Land Use

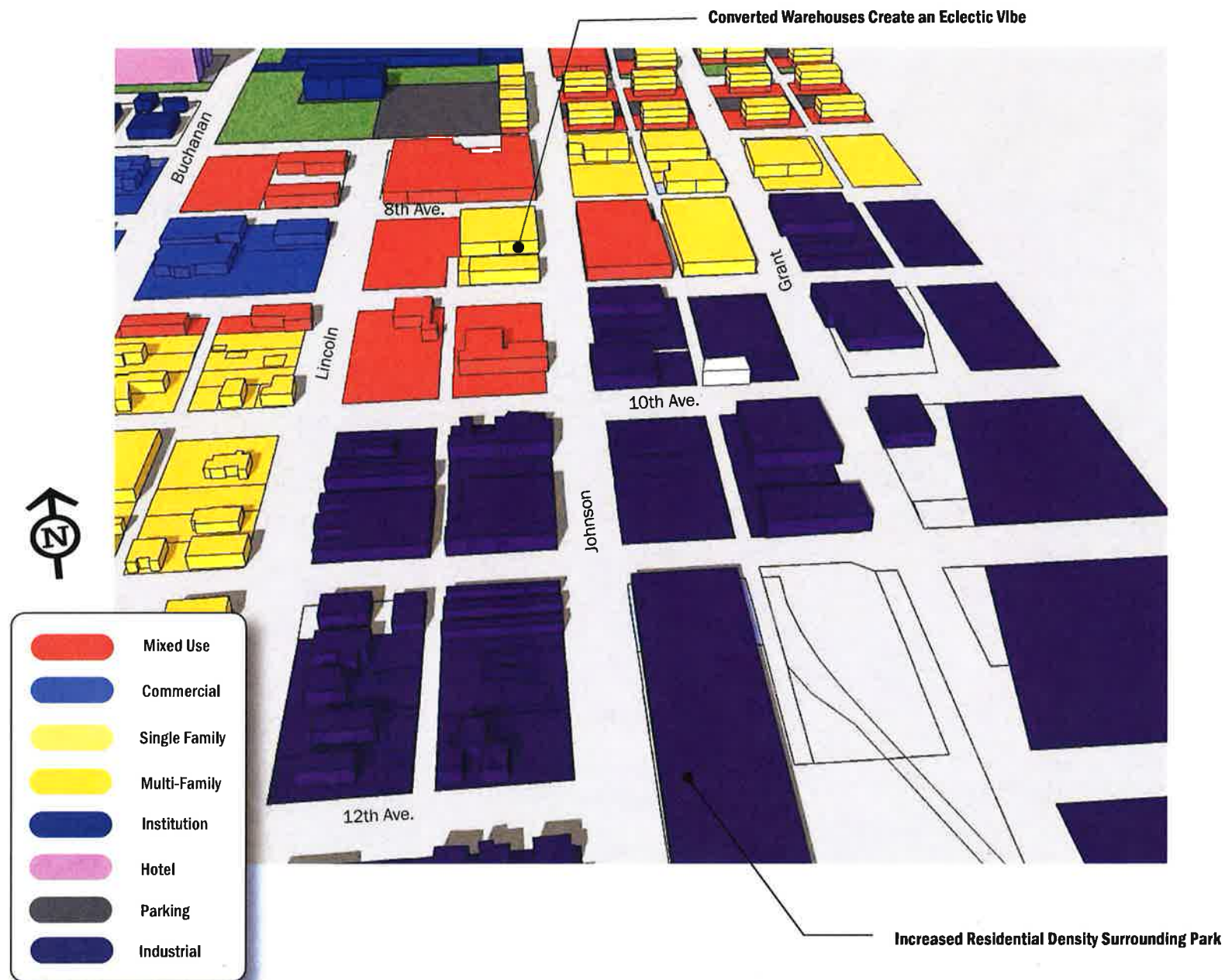


Urban Character Suggested for Warehouse District



Current Land Use - 2019 Image





Urban Character



Urban Character



Business & Financial Sector

Through the years, Amarillo's key business and financial leaders have committed to maintaining a strong presence in Downtown. This 40+ block area is home to most of the banks, office buildings, professional corporations, and businesses. Keeping these major employers in a "walkable business zone" of Downtown is absolutely crucial to the future success of Downtown and the entire City. Several of the buildings in this zone are in need of reinvestment and redevelopment. They can be converted to residential spaces on the upper levels with retail / commercial spaces at the ground level. The Business and Financial Zone blends and overlaps with the Government and Civic Center to the east. This integration of key businesses with the government center makes for a walkable and convenient Downtown. The Polk Street corridor and certain adjoining blocks has become an increasingly popular corridor for restaurants, entertainment, and related mixed uses. There are approximately eight restaurants or nightclub venues that have greatly increased night life in this corridor. Also, in this corridor several residential units have been successfully developed above the ground level. There are other residential / mixed use redevelopments in the planning stage.

Key businesses in this Zone include:

The Maxor Building and Complex
Amarillo National Bank Campus
The Amarillo building
The Federal Building
FirstBank Southwest Tower Building
The Paramount Building
Wells Fargo Bank
The Santa Fe Building (Potter County)
Place One
Barfield Building
Xcel Building

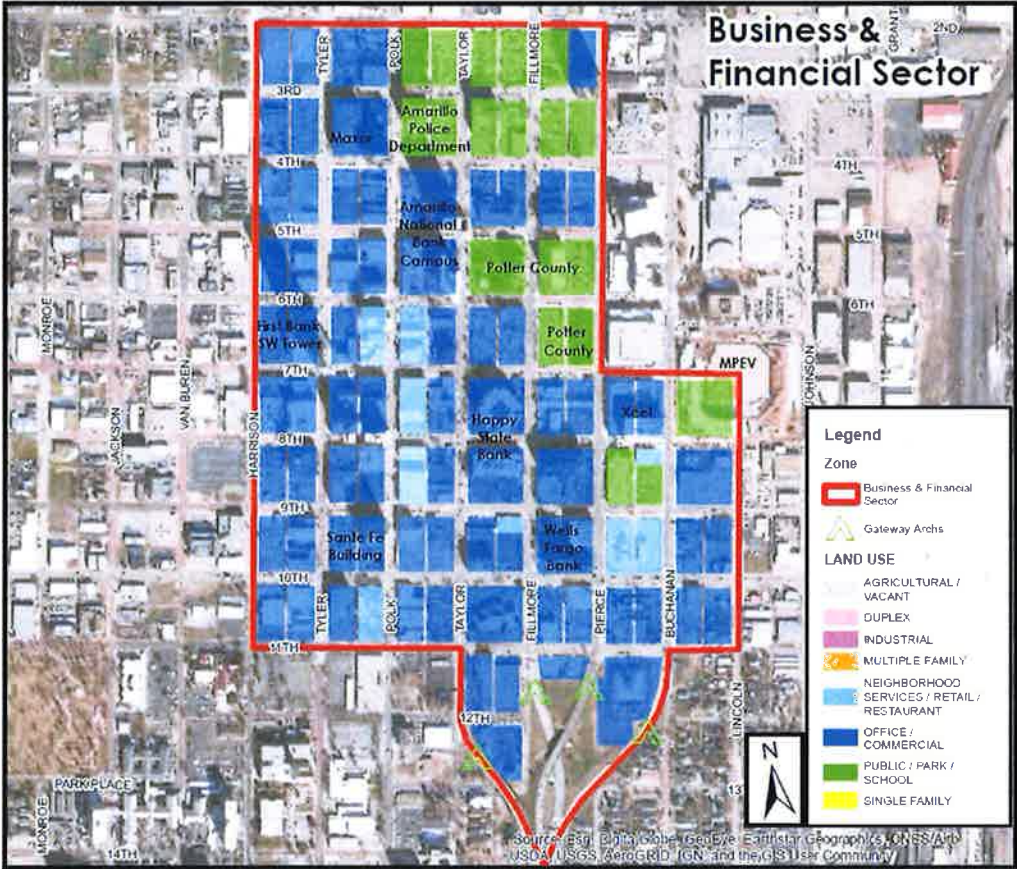


Key initiatives recommended in the Business and Financial Zone Include:

- Ensure that all of the existing businesses and financial institutions maintain their main offices and grow in the Downtown area. The convenience and synergy created by this business and government center is enormously important. It has become the anchor from which the other Downtown redevelopment initiatives can occur.
- Work to redevelop some of the key vacant and under-utilized buildings. Good recent examples are the renovation of the Santa Fe Building by Potter County and redevelopment of the Paramount Building. Buildings like the Herring Plaza will take equally creative ideas and financing. Market Downtown as a prime high quality area for business growth and business relocations. Up to 700,000 SF of existing and new space could be absorbed in approximately 10 years. Vertical integration of commercial and residential uses is very possible in this zone. This Zone could absorb approximately 100 to 200 residential units in mixed use buildings in the next ten years. For example, the FirstBank Southwest Building with more than 30 floors could easily mix residential floors with office / commercial uses. This would absorb vacant space, increase the day time and night time population of Downtown, and greatly support the Polk Street corridor. Continue to focus on Polk Street as a retail, restaurant, and mixed use corridor. Developing a critical mass of restaurants and entertainment venues will assure the success of all businesses and create a sustainable Downtown economy. Above the ground level, encourage residential and possible hotel. An additional six to eight restaurant, retail, or entertainment venues should be attracted to continue to build the critical mass. Consider attraction of a cinema theater complex that would attract more families and people of all ages.
- Amarillo has excellent access on multiple streets from all directions. Other than maintenance, upgrades, and utilities, no new major street routes are needed. Conversion of one-way streets to two-way is a priority across downtown (no TXDoT). This whole zone should be a priority for urban design standards and improvements. This should include the burial of overhead power lines, reconstruction of sidewalks in conjunction with landscaping and streetscapes recommended in the urban design section. Key pedestrian corridors that should have a priority for landscape and pedestrian upgrade should include the Sixth Ave (east / west), Ninth Ave (east / west), and Polk Street (north / south). Work with the Traffic Engineering and Planning Departments to maintain as much on-street parking as possible. On-street parking is often the preferred type of parking for people visiting Downtown. Additionally, develop partnerships between new developments and current parking resources so that parking in Downtown remains safe and convenient in the day and night. This will need to be coordinated with the City and the Center City organization. Some concerns have been expressed about the frequency of "street people" wandering into this zone from the bus terminal area and the Salvation Army area to the Northwest. At minimum, this can create a perception of safety and security concerns. Increased cooperation with the police, private security forces, and social service agencies will need to be implemented in order to alleviate safety concerns and continue to attract night life and residential interest to the area.

Key initiatives achieved for this Zone since 2008 include:

- The rehabilitation of the Barfield Building into a luxury brand hotel is a major success for downtown, as it is the first PACE project and another historic tax credit project. Opening 2020, it will attract leisure and business travelers as well as augment the Civic and Convention Center.



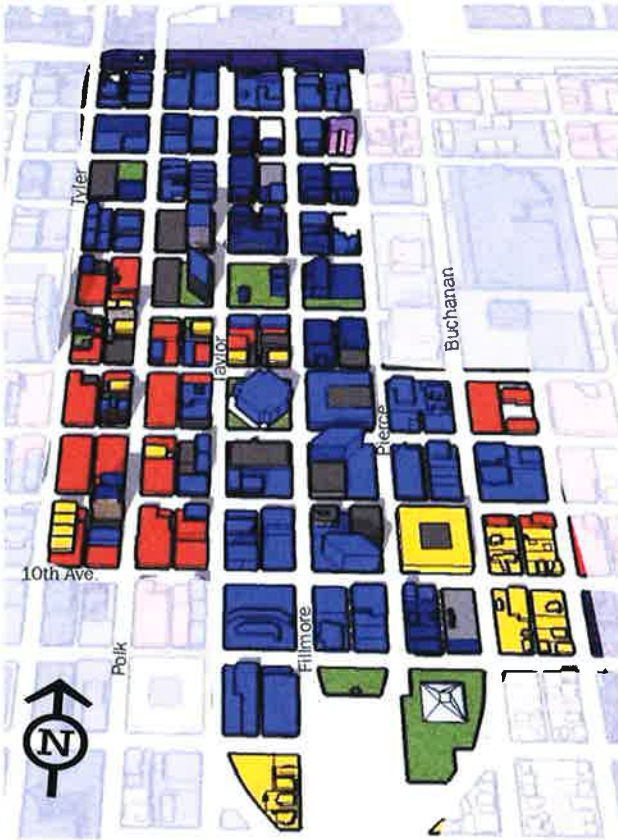
2019 Image - Current Land Use



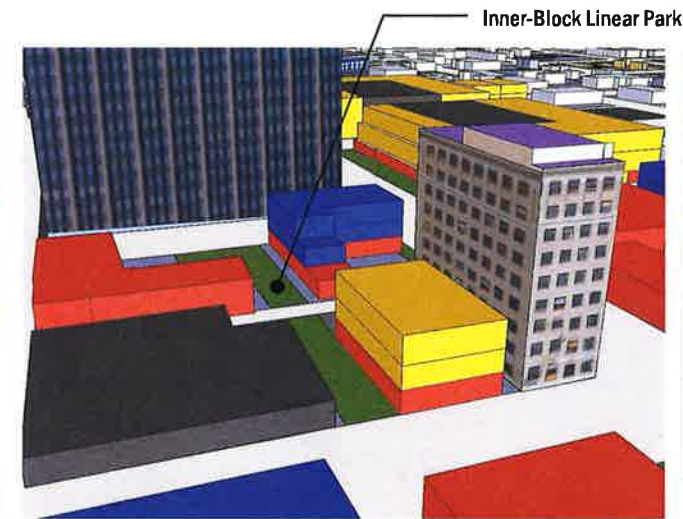
Urban Character



Potential Land Use



- Mixed Use
- Commercial
- Multi-Family
- Institution
- Hotel
- Parking



This approximately 16 block area is bisected by the interchange between I-40 and I-27. I-27 splits into 4 dispersal streets Taylor, Fillmore, Pierce, and Buchanan. These major streets go through the heart of Downtown where they convert to major urban streets. This area serves as the functional gateway from the south into the core of Downtown. East of this gateway is predominantly residential, with a commercial and industrial corridor adjacent to the railroad. West of this gateway is predominantly residential south of 16th Ave. North of 16th, the area transitions to a mix of commercial and residential.

Key initiatives recommended for this South Gateway Area:

- As Downtown experiences continued investment and renewal, it is very possible that these older neighborhood areas could be attractive for infill residential and mixed use developments. The proximity to I-40 could be a positive factor in attracting certain types of mixed use investments. It is important that such reinvestments be accomplished in an orderly manner that enhances this gateway area to Downtown, while maintaining the integrity of residential blocks that remain.
- Work to further encourage the quality of development between 11th Ave and 14th Ave which is the transition from I-40 to the Downtown proper.
- Maintain the residential integrity of this Zone as much as possible.
- Address maintenance and repair needs of gateway arches located in this Zone.

Current Conditions



South Gateway Zone

Proposed Land Use



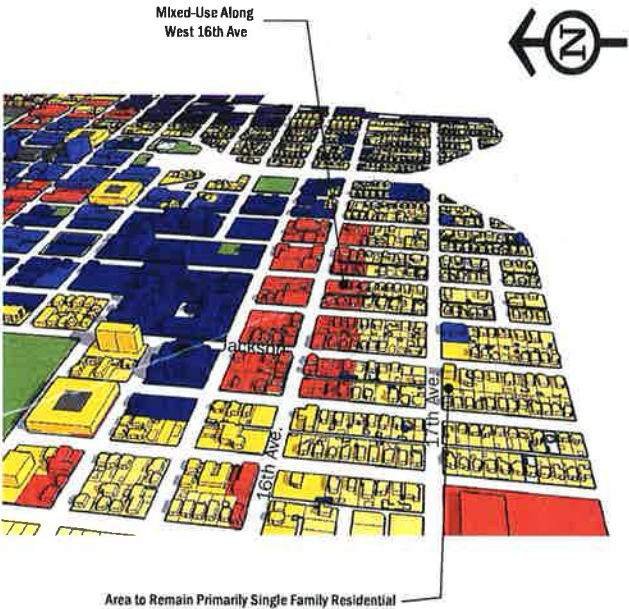
Urban Character



Potential single family infill

2019 Image - Current Land Use





Urban Character



Possible attached single family residential developments.



Urban Character



Southwest Zone

The approximately 20-block area to the southwest of the Downtown core contains some of the City's most prominent and historic churches. These include the First Baptist Church, the Central Church of Christ, the Polk Street United Methodist Church, and the First Presbyterian Church. All of these churches have had a long standing commitment to maintaining a central location. These churches attract families from all over the greater Amarillo area and thereby contribute greatly to the health and vitality of Downtown. The churches seem to be strongly committed to staying in these Downtown locations. For example, the First Baptist Church and the Polk Street United Methodist Church made multi-million dollar investments to expand and improve their facilities, and other churches have made similar commitments through the years.

The Park Central Retirement Community provides more than 600 residential units, and is owned by the Baptist Community Services, a Texas non-profit corporation. Park Central is located in downtown Amarillo, just minutes from the area's award-winning hospital system and medical facilities and surrounded by a variety of cultural and entertainment options, fine dining, and a large senior center. Within walking distance of the campus are five different denominations of churches.

Just west of Park Central Retirement Center bordering on SW 11th Ave is Ellwood Park, a beautiful open space that covers eight square blocks with mature trees, playgrounds, play courts, picnic areas, walking and running paths.

Key initiatives recommended for the Southwest Zone:

- Encourage the Churches to stay and grow close to the Downtown area. These churches attract people from the throughout Amarillo and are an important part of the City's lifestyle. The churches and the Downtown population can continue to develop partnerships and programs for the benefit of all residents of Amarillo. The presence of these diverse religious opportunities will be a major attraction for families, couples and individuals thinking of moving to Amarillo and Downtown.
- The Park Central Retirement Community is a huge resource for all of Amarillo. The beautiful campus should be encouraged to grow and attract more residential units. Many of the residents are and can increasingly become patrons and supporters of Downtown.
- The Park Central staff and administration also are important to the future of the Downtown area.
- As Downtown experiences continued investment and renewal, it is possible that the Washington Street Gateway could attract a major reinvestment. This could be a retail development, hotel, or ideally a mixed use development with retail and residential.
- The hotel and residential in this area should not be a priority for public / private agreements in the next 5 to 10 years. It would need to be feasible without public / private economic agreements. The focus of such agreements should be directed towards the core zones for the next 10 years. As well as to those contributing property taxes to the tax increment reinvestment zone.

Key initiatives achieved for this Zone since 2008 include:

- Park Central Retirement Community constructed 171 new senior residential units.
- Central Church of Christ completed \$3 million in improvements.
- Vineyard Manor added 12 residential units.

Park Central Retirement Community



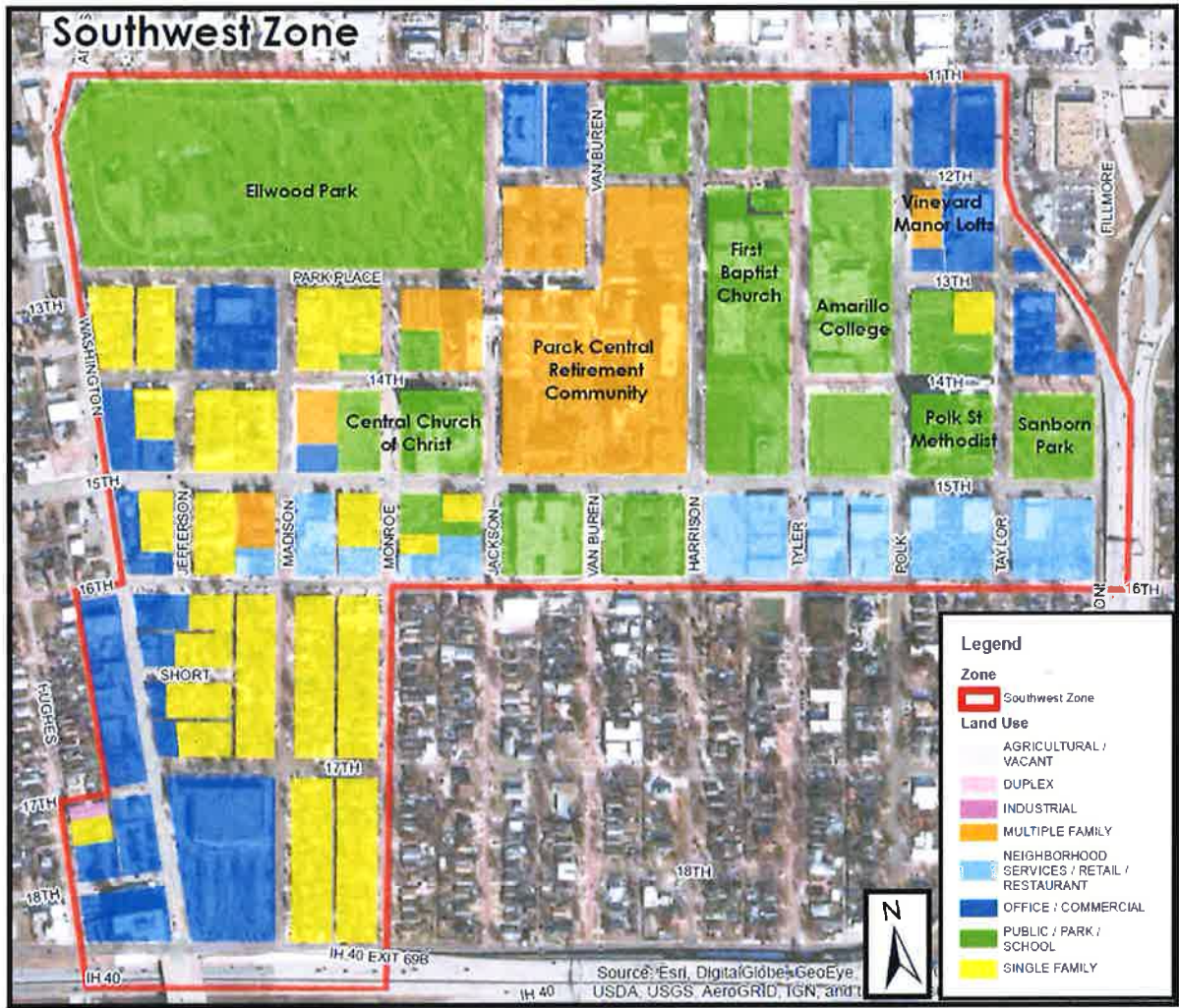
Polk Street united Methodist Church



First Baptist Church of Amarillo



Potential Land Use



Current Land Use - 2019 Image

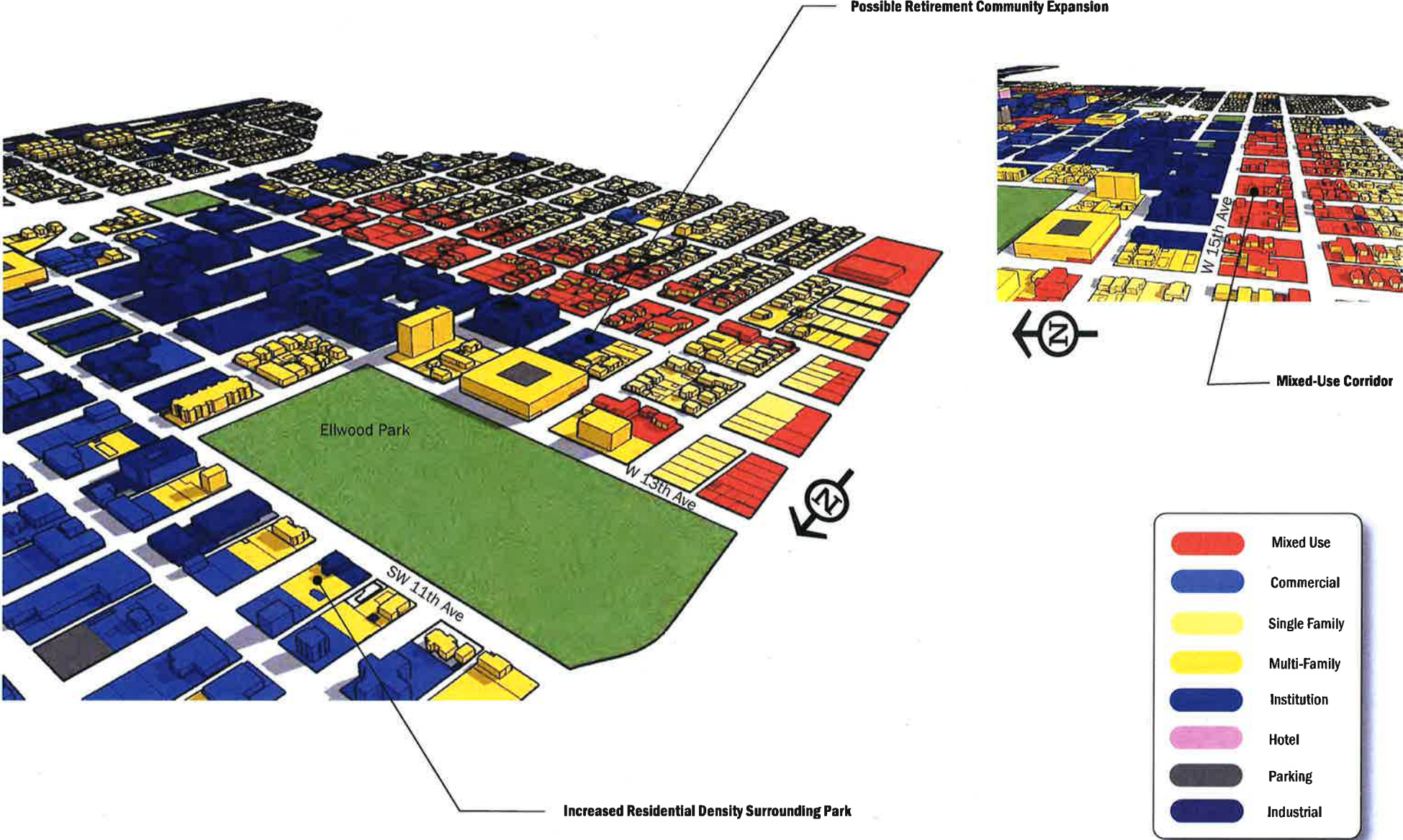


Urban Character



Urban Character





This is probably the largest and most under-utilized zone in the Downtown area, composed of more than 70-city blocks. There are some very notable buildings and businesses on the eastern edge of this zone, and there are some successful commercial service enterprises interspersed throughout the area. Much of the zone is characterized by one and two story buildings, parking areas, and vacant lots. Historically, the area has served as a commercial service and industrial area. In recent years, it has experienced significant disinvestment and increasing vacancies as some businesses consolidated, or moved out to suburban areas. Interestingly, the area has excellent potential for redevelopment because of its convenience to Downtown and the entire City. To the south, it provides an important link to the southwest zone and to Ellwood Park

Some notable landmarks on the eastern edge include:

FirstBank Southwest Building
 Commerce Building (West Texas A&M University Downtown Amarillo Campus - Harrington Academic Center)
 Petroleum Building
 The Amarillo Globe News
 The Salvation Army
 Atrium Plaza

Key initiatives recommended in the Northwest Zone

- This zone, especially the eastern area adjacent to the business core and Polk Street is walkable to the Downtown core.
- For example, the area bounded to the north by 5th Ave, to the east by Tyler Street, to the south by 10th Ave, and to the west by Jackson Street contains 15 blocks of land, much of which could be redeveloped into mixed use developments with a main emphasis on urban lifestyle housing. Key existing buildings such as the FirstBank Southwest Building and the Globe News Building would remain and would benefit from the adjoining redevelopment and urban vitality.
- This area would have a capacity of 400 to 500 units of urban lifestyle housing. This could be phased in as the market permits. Phase One would ideally include at least 150 residential units. People living in this area, would add to the vibrancy of Downtown and especially support the Polk Street retail / entertainment corridor.
- The redevelopment emphasis would be on residential development; however, some neighborhood retail support would also be incorporated, such as an urban grocery, deli, and other neighborhood services. These same businesses would serve employees of Downtown.
- This trend for urban residential development could continue to the west as the market permits.
- Commercial services in the rest of the area could continue and probably become more successful with some infill of key businesses.
- The successful Church and retirement housing areas to the south of 12th Ave help to reinforce the residential and redevelopment potential of this Northwest Downtown Zone.

Current Conditions

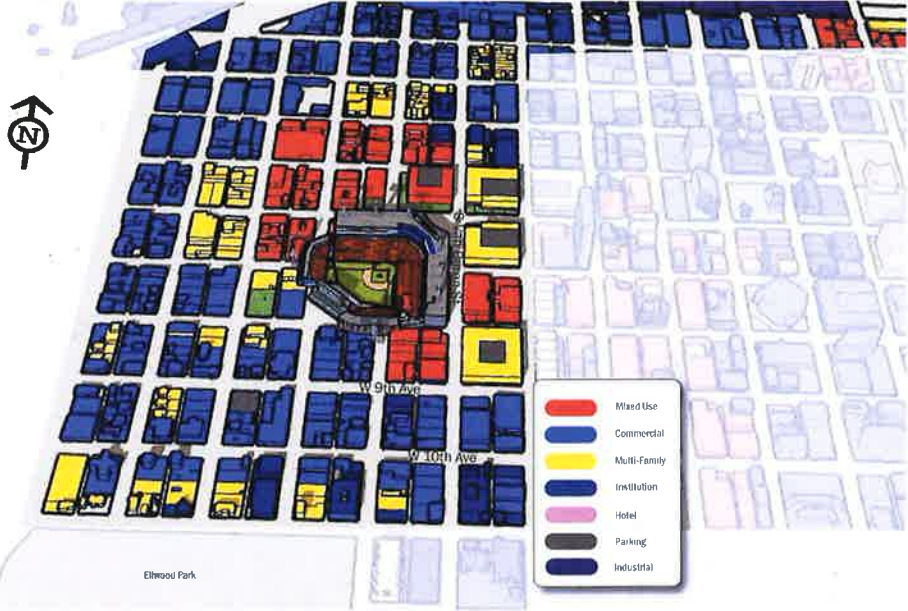


Current Conditions



Northwest Zone

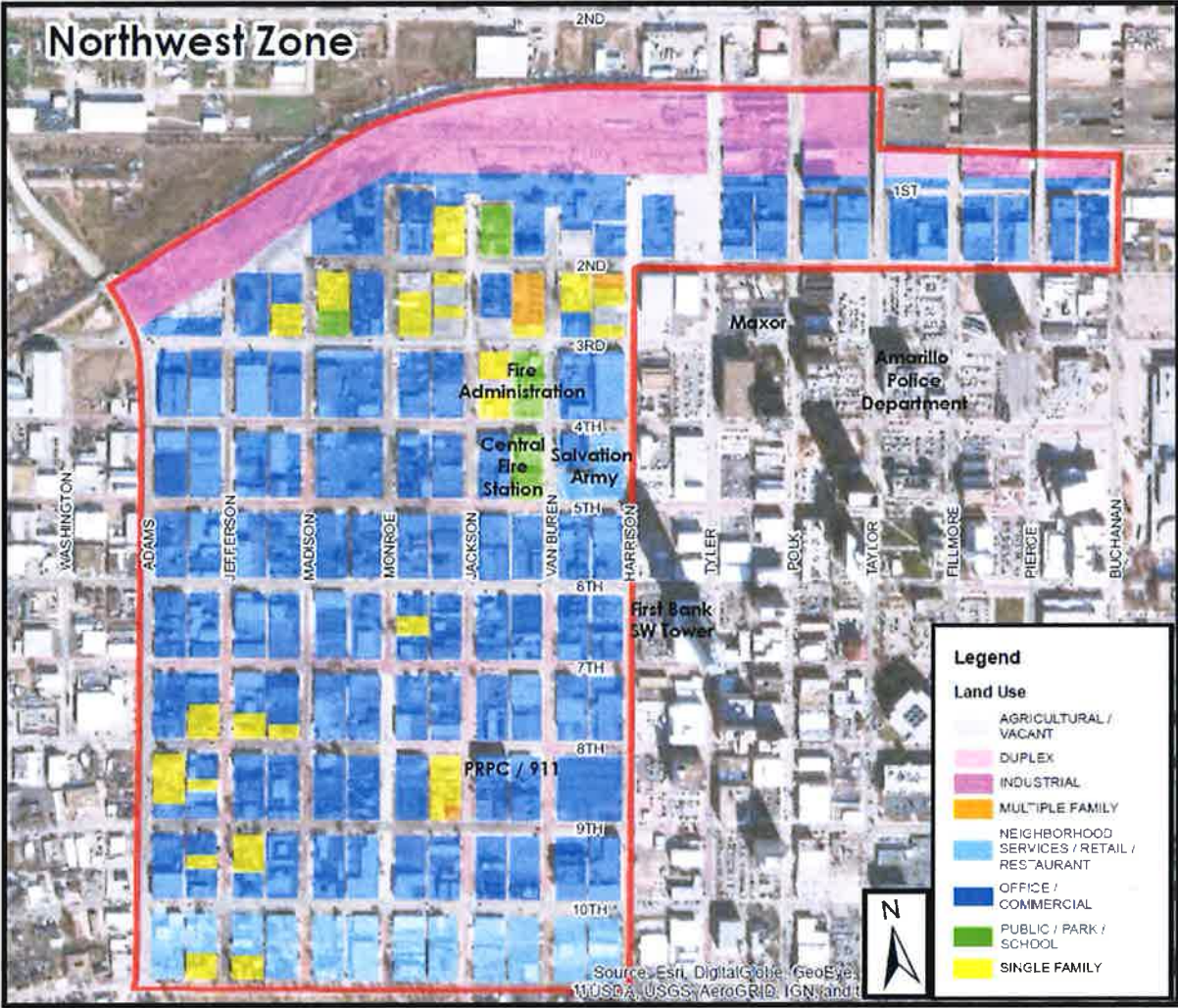
Proposed Land Use



Urban Character



Urban Character



Current Land Use - 2019 Image

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Plans are only good intentions unless they immediately degenerate into hard work.

- Peter Drucker

Economic Development Implementation Plan

The Implementation Plan was developed to provide strategies that help facilitate redevelopment, as proposed in the Downtown Strategic Action Plan. It considers historic trends, land use patterns, local market research and recommends catalyst projects to jump start revitalization. The Plan focuses on strategic initiatives that:

- Encourage new private investment
- Facilitate infrastructure improvements
- Utilize new and existing economic development tools
- Structure mechanism to prioritize and facilitate new public/private partnerships.



The Five M's

The Five Key Resources for Economic Development

Materials

- Land
- Buildings
- Location
- Infrastructure/natural resources

(Hu)manpower/Labor

- Skilled personnel
- Available workforce
- Education and training capacity

Markets Analysis

- Competition
- Penetration
- Marketing strategy

Management

- Organizational structure
- Manager/operators
- Research and development (R&D)
- Marketing and sales
- Legal

Money

- Equity/ownership capital
- Debt/borrowed funds
- Capitalizing institutions
- Subsidy and substitutes for direct capital

Blakely, Edward J., (1994), *Planning Local Economic Development: Theory and Practice*, Second Edition, p. 147

Public/Private Partnerships

- A Public/Private Partnership (PPP) is a contractual agreement between a public agency (federal, state or local) and a private sector entity.
- Through this agreement, the skills and assets of each sector (public and private) are shared in delivering a service or facility.
- In addition to the sharing of resources, each party shares in the risks and rewards potential in the delivery of the service and/or facility.

KEYS TO SUCCESSFUL PUBLIC/PRIVATE PARTNERSHIPS

- There are six critical components of any successful Public/Private Partnership (PPP).
 - While there is not a set formula or an absolute foolproof technique in crafting a successful PPP, each of these keys is involved in varying degrees.
1. POLITICAL LEADERSHIP - A successful partnership can result only if there is commitment from "the top".
 2. PUBLIC SECTOR INVOLVEMENT - Once a partnership has been established, the public-sector must remain actively involved in the project or program.
 3. A WELL THOUGHT-OUT PLAN - You must know what you expect of the partnership beforehand.
 4. A DEDICATED INCOME STREAM - While the private partner may provide the initial funding for capital improvements, there must be a means of repayment of this investment over the long term of the partnership.
 5. COMMUNICATIONS WITH STAKEHOLDERS - More people will be affected by a partnership than just the public officials and the private-sector partner.
 6. SELECTING THE RIGHT PARTNER - The "lowest bid" is not always the best choice for selecting a partner. The "best value" in a partner is critical in a long-term relationship that is central to a successful partnership. A candidate's experience in the specific area of partnerships being considered is an important factor in identifying the right partner. *

*The National Council for Public Private Partnerships

Three primary ways to fund the "gap"

- Reduce Costs
Public infrastructure improvements, waiver of impact fees, conveyance of land at nominal or no-cost, parking garage construction.
- Reduce Expense
Reduction in taxes paid
- Increase Revenue
Rebate of tax increment paid

Typically, gap financing comes from public sector revenue which includes ad valorem tax, sales tax and hotel occupancy tax. Below is a break out of Amarillo tax rates.

Sales Tax - 8.25%

- State tax - 6.25%
- Local Tax - 2.0%
 - City - 1.5%
 - AEDC - .5%

Ad Valorem Tax Rate - 2008

1. City of Amarillo - .28371 per \$100
2. Potter County - .59674 per \$100
3. Amarillo Junior College - .16043 per \$100
4. Panhandle Groundwater District - .01 per \$100
5. Amarillo ISD - 1.172 per \$100

Ad Valorem Tax Rate - 2019

1. City of Amarillo - .36838 per \$100
2. Potter County - .68500 per \$100
3. Amarillo Junior College - .20750 per \$100
4. Panhandle Groundwater District - .009055 per \$100
5. \$100 Amarillo ISD - 1.239 per \$100

Hotel Occupancy Tax - 15%

- State Tax - 6%
- Local Tax - 9%

Action Step

Objective:

- Hire a full-time person to assist with all high priority development and implementation initiatives
- This individual would focus on implementation of the key initiatives adopted in the plan

Notes:

- A key to a successful implementation is identifying a single individual to “live and breathe” the Plan implementation on a daily basis
- Job responsibilities would include oversight and administration of the newly established TIRZ
- Additional responsibilities could be program management, including RFP/RFQ solicitation and necessary marketing
- The person could also assist the Center City organization with some of their implementation committees. Ideal candidate would be a motivated individual that can navigate the necessary activities for getting things done with a background in economic development, planning, and local government
- This individual would need to work seamlessly as possible with the Center City organization and all local governments
- The person would also coordinate with all local governments, AEDC, Amarillo Chamber of Commerce, the Convention and Visitors Bureau and others

Action Steps:

- The leadership of the City of Amarillo, Potter County, the Downtown Development Committee, the TIRZ Board, and Center City should define a job description
- The group should quickly identify shared funding options for the position
- Select and employ full time person to direct implementation

Update on Staff Implementation since 2008

From 2009 through 2016, Downtown Amarillo, Inc. through a full-time paid executive director position focused on implementing the Strategic Action Plan.

Beginning in 2017, the City of Amarillo created an internal Director of Economic Development and Economic Development Specialist position to focus on downtown and city-wide initiatives. In August 2018, the Planning & Development Services was created combining Economic Development, Planning, and Metropolitan Transportation Planning into one department.

There are now multiple positions that will have a role in implementing the Downtown Amarillo Strategic Action Plan: Director of Planning & Development Services; Assistant Director of Planning & Development Services; Planning and Development Services Manager; and Planner I/II positions assigned to Neighborhoods and Economic Development.

Experience and Skills of Staff Implementation Personal

Experience:

- Public infrastructure and private development, urban planning, and economic issues affecting private, and public-private development and community development
- Principles and practices of city planning, zoning, historic preservation, housing, and parking management
- Financial and legal aspects relating to bond issue, sales, and land acquisition;
- Marketing techniques relating to real estate
- Practical knowledge of commercial real estate, business law, finance and accounting principles;
- Strong knowledge of negotiation strategy and techniques
- Strong analytical and communication skills
- Advanced computer literacy
- Active in a position directly responsible for negotiating and developing retail/commercial real estate.

Skills:

- Develop conceptual plans, proformas, and contract administration for private sector development projects
- Communicate ideas clearly and concisely verbally and in writing
- Establish and maintain effective working relationships with officials from governmental and private organizations and the general public
- Initiate and monitor several projects at the same time.

Key Responsibilities:

- Identify and encourage new downtown developments that create tax increment and provide services to this end by assisting owners, consultants, and governmental entities throughout the process
- Support and guide the project development team from preliminary approval to grand opening;
- Initiate site negotiation and deal-making activity when necessary
- Facilitate governmental approvals
- Perform duties in a team-oriented work environment while remaining dedicated to the common goal of promoting and assisting quality development
- Maintain extensive cross-organizational relationships with key personnel including local, state, and federal elected officials and corporate executives

Benefits of Public Improvement Districts (PID)

PIDs represent an entrepreneurial approach on behalf of downtown leaders or participating businesses to solve their own problems. By bypassing the sometimes slow movement and cumbersome processes of local government by creating their own organizations, PIDs are able to quickly try and discard or continue different strategies which enhance the district's environment. Some specific benefits of PIDs include:

- Finding innovative solutions to problems, such as helping to coordinate and facilitate the movement of homeless citizens into long-term rehabilitation environments;
- Protecting and enhancing public spaces through the deployment of "security teams" or "ambassadors";
- Initiating services not provided by public agencies such as sidewalk cleaning and snow removal, marketing, promotions, business retention and recruitment;
- Advocating on behalf of downtown business allowing them to communicate a unified vision/message that presses local government on issues that would aid the district's revitalization;
- Creating cooperation among competitive businesses which allows them to engage in activities that they would not be able to do on their own;
- Generating financing for capital improvements for more attractive streetscapes
- Researching and planning services such as collecting and analyzing economic and demographic data, monitoring progress, setting and revising strategic goals and developing multiyear redevelopment programs.

Action Step

Objective:

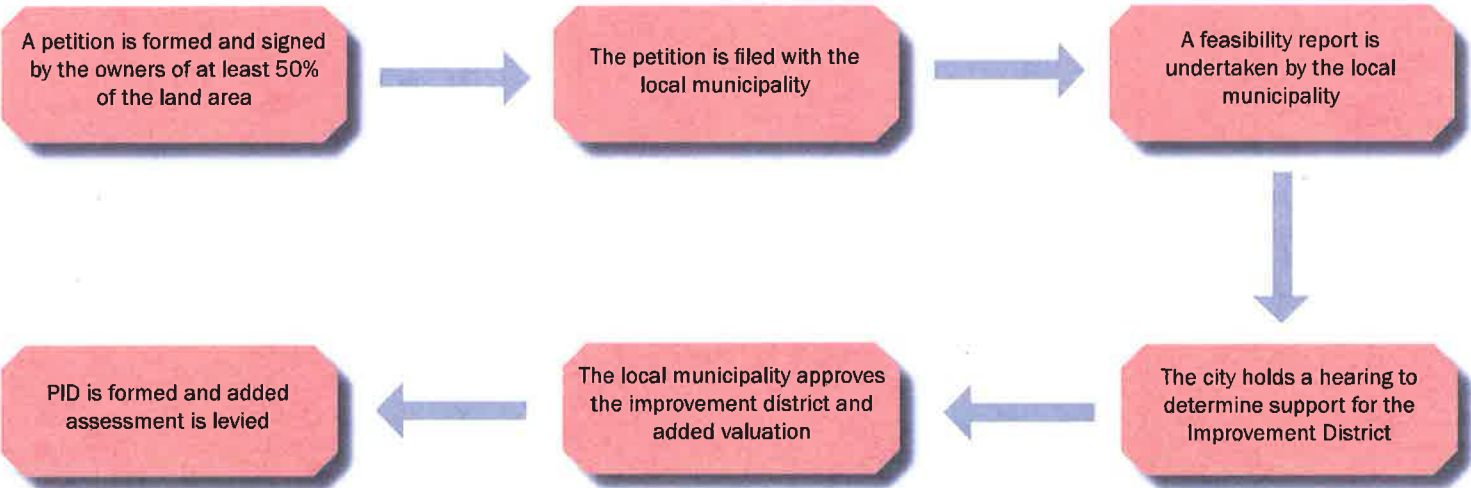
- Establish a Public Improvement District (PID)
- Generate sufficient revenue to supplement the existing services in Downtown
- Enhance the landscaping, maintenance, and security for all Downtown properties

Notes:

- PIDs are a well established in the State of Texas and the City of Amarillo
- Essential tool for enhancing the appeal of the Downtown
- Most successful downtowns create PIDs to add value for the owners and provide needed services above and beyond that which currently exists
- PIDs are established through petition of the property owners to the City
- Assessment rates are set to cover proposed expenses

Action Steps:

- Center City should identify the key items that need immediate attention (maintenance, landscaping, security, etc)
- A proposed scope and budget should be developed
- Assessment rate should be set to cover the proposed expenses
- Property owners should petition the City for creation of the PID



Potential Downtown PID Boundary



Action Step

Objective:

- Continue the momentum generated by the planning process
- Maintain a strong group of Center City stakeholders participating in implementation of the plan

Notes:

- The progress to date is due to combined efforts of Center City Amarillo, the Downtown Development Committee, downtown stakeholders and local government leadership

Action Steps:

- Combine the current Center City and Downtown Development Committee into one seamless stronger Center City organization
- The membership should also include emerging leadership that has evolved during the planning process
- A committee structure with strong committee chairmen should be set up to champion the various action steps
- Hold quarterly or bi-annual meetings with downtown stakeholders (Downtown Amarillo, Inc., Center City, Inc., Center City TIRZ, City of Amarillo, major property owners, and others. This meeting is to ensure the plan goals are progressing and updating the group on activities occurring downtown.



Redevelopment Leadership

- The Downtown Development Committee and Center City of Amarillo, Inc. have been the driving force in fostering the redevelopment of Downtown.
- The Downtown Development Committee is scheduled to sunset in March 2008.
- Center City of Amarillo, Inc. represents the many interests throughout Downtown including property and business owners.
- The TIRZ#1 Board of Directors has been created focus on TIRZ specific projects.
- However, the need will continue for a strong redevelopment advocacy group to accomplish the goals and objectives of the Action Plan.
- Projects such as the development of a convention headquarters hotel will require support from a broad spectrum of interests.
- As mentioned earlier, there is no one magical organization model for ensuring redevelopment success.
- Research indicates that the organization must be consistent with the practices of the community.
- The Action Plan initially recommended that the Downtown Development Committee and the leadership of Center City Amarillo, Inc. work together and create a strong organization to support the goals and objectives of the Action Plan.
- Downtown Amarillo, Inc. was the non-profit organization formed for the purpose of implementing the Downtown Strategic Action Plan. DAI led the initial planning and economic development initiatives for the plan. through 2016. At that time the City created a new Economic Development department and began staffing the downtown initiatives. See Staff Implementation section for more details.
- Implementation is now the shared responsibility of all partners.

Downtown Amarillo Urban Design Standards Overlay Boundary

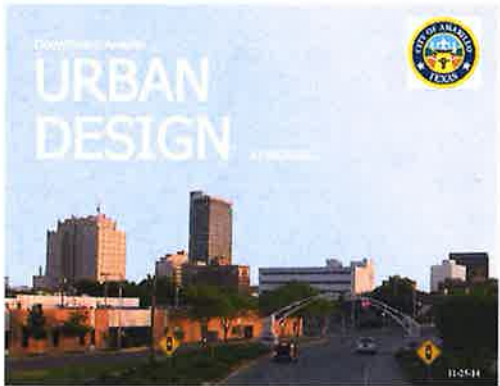


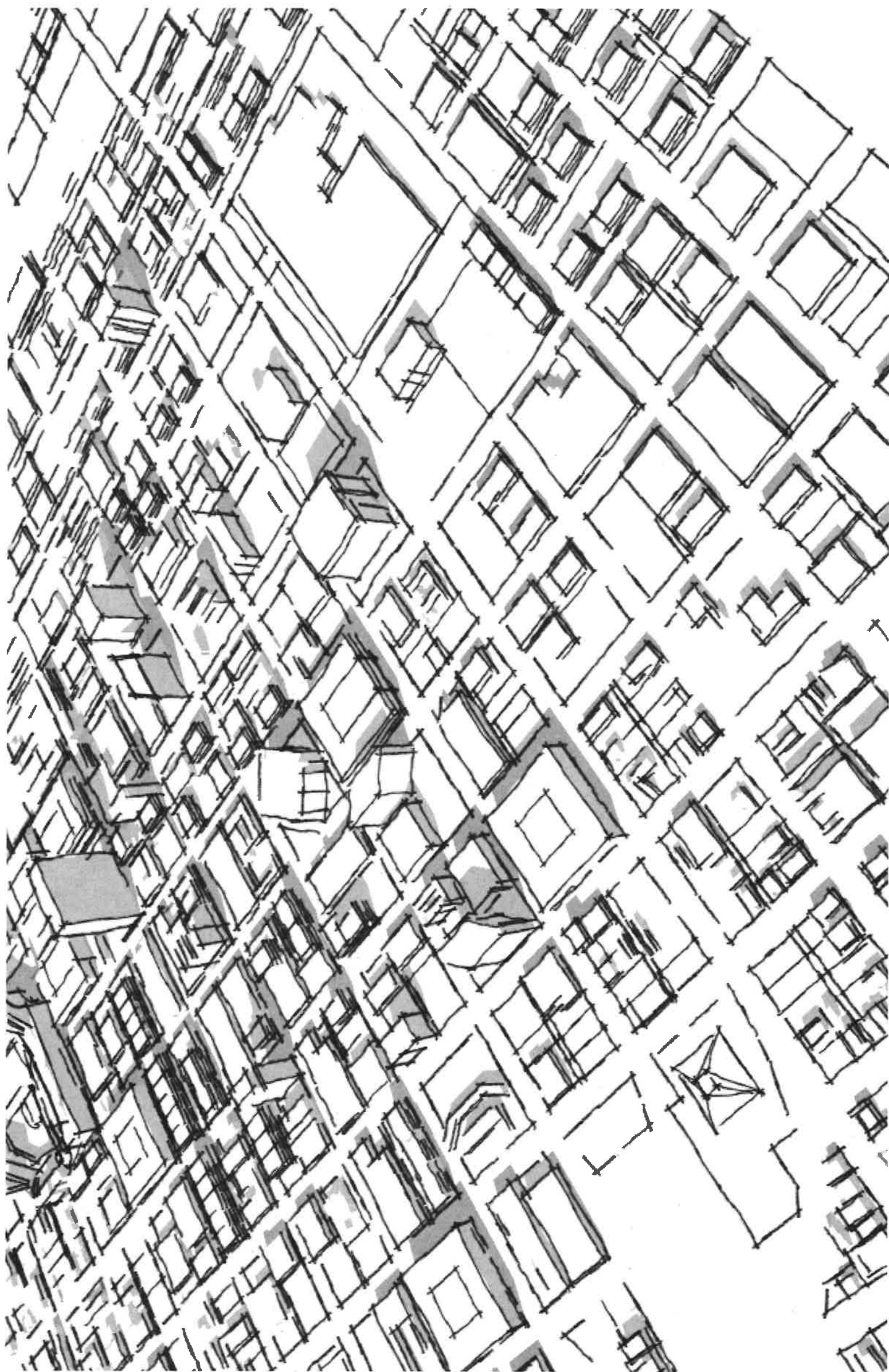
Achievements Since 2008:

- The recommended urban design standards for Downtown (DAUDs) were adopted in 2010 ensuring that new development and redevelopment adheres to high standards of urban design. The Standards were amended on November 25, 2014.
- These standards have created a much more livable and walkable Downtown.
- DAUDs incorporate landscaping, sidewalk treatment, proper ground level uses and design, urban furniture (benches, lighting, pocket park areas, etc.) into all new and significant redevelopment.
- The standards give investors confidence that their quality developments will be protected and carried out by future investors adjoining property owners and investors.

Action Steps:

- Continue work with the DAI, Center City, and the City to determine that the Standards remain appropriate and economically feasible. Continue to study the needs of the different zones and consider adjusting standards accordingly.
- The Urban Design Standards include recommendations for expanded open space; there is much opportunity for green and open space in downtown. Additional performance-based incentives could be considered that offer developer incentives for the provision of public green spaces.
- The DAUDS boundary overlaps with the Cultural District boundary. Consider opportunities for partnerships such as incorporating a percent for public art into public and private developments





*“When you look at a city, it’s like reading the hopes,
aspirations and pride of everyone who built it.”*

- Hugh Newell Jacobsen



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 17, 2019	Council Priority	Civic Pride
Department	Parks & Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDERATION OF ORDINANCE _____

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

This is the second and final reading of an ordinance adopting revised fees for Parks and Recreation by amending Amarillo Municipal Code, Title XII, Chapter 12-1, 12-2, 12-3 and 12-4 concerning Parks and Recreation Fees.

Agenda Item Summary

Staff is requesting the adoption of fee revisions that were proposed during the annual budget process.

Requested Action

Approve the first reading of Ordinance _____.

Funding Summary

N/A

Community Engagement Summary

Park Board Engagement:

5/21/2019 – Staff presented the proposed 2019-20 Department Fees to the Park Board.

Staff Recommendation

Staff recommends approval of proposed fees.

ORDINANCE NO. 7832

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, AMENDING CHAPTERS 12-1, 12-2, 12-3, AND 12-4 CONCERNING PARK AND RECREATION FEES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Amarillo Parks and Recreation Department wishes to adopt and amend various user fees related to park programs; and

WHEREAS, the City Council finds that it is necessary and proper to establish user fees to be charged for the use of the City’s public parks and recreational facilities.

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

SECTION 1. That, Chapter 12-1, Article I, Section 12-1-1, of the Amarillo Municipal Code is hereby amended to read as follows:

Sec. 12-1-1. - Athletic team and player fees.

Each team and player shall pay to the Parks Department the seasonal fee specified below prior to using a city facility or park for a team or league activity

Softball: <u>(Spring/Fall)</u>	
Team	\$400.00
Players Fee	\$15.00
Late Registration	\$50.00
Volleyball: <u>(Indoor)</u>	
Team	\$225.00
Players Fee	\$15.00
Late Registration	\$25.00

Summer: <u>Volleyball (Outdoor)</u>	
Team	\$150.00
Players Fee	\$15.00
Late Registration	\$25.00
Fall:	
Team	\$130.00
— Players Fee	\$15.00
Winter:	
Team	\$200.00
— Players Fee	\$15.00
Grass Volleyball:	
Team	\$80.00
— Players Fee	\$15.00
Basketball:	
Team	\$375.00
Players Fee	\$15.00
#1 Men's Team	\$485.00
— Players Fee	\$15.00

Late Registration	\$25.00 <u>\$50.00</u>
Track:	
—Per participant	\$20.00
Flag Football:	
Team (8 vs. 8)	\$360.00
— Players Fee (after 15 players)	\$15.00
Softball - Summer	
Team	\$300.00
Each Additional Player beyond 16	\$15.00
Late Registration	\$50.00

SECTION 2. That Chapter 12-1, Article I, Section 12-1-2, of the Amarillo Municipal Code is hereby amended to read as follows:

Sec. 12-1-2. - Tennis center.

The following fees are authorized to be collected for tennis. Annual permits are valid for one year from date of purchase.

a.	Outdoor Court Fees (per 90 minutes per person)	\$3.00, before 5:30 p.m. and \$3.50, after 5:30 p.m.
b.	Senior Outdoor Court, Monday—Friday (Per 90 minutes per person)	\$2.00, 9:00 a.m. to 3:00 p.m.

c.	Indoor Court additional fee	\$2.00 (Seniors, \$1.00, 9:00 a.m. 3:00 p.m., Mon. Fri. only)
	Indoor Court before 5:30 PM	\$5.00
	Indoor Court after 5:30 PM	\$5.50
	Senior M-F from 9 AM to 3 PM	\$4.00
d	Annual Court permits	\$100.00 <u>\$125.00</u> , Adult (Outdoor)
		\$50.00 <u>\$63.00</u> , Junior
		\$25 <u>\$32.00</u> , add'l family member
		\$100.00, Indoor Court fee
e	Annual Combo permits (Indoor/Outdoor)	Adult (18 and older) \$150 <u>\$188.00</u> Add'l Family Member \$75 <u>\$94.00</u>
f.	Punch Card (20 visits)	Before 5:30 p.m. \$25.00 (outdoor only; indoor add \$2.00) After 5:30 p.m. \$35.00 (outdoor only; indoor add \$2.00) Indoor card \$35.00
g.	Ball Machine	\$15.00 per hour
h	Annual Ball Machine Permit	\$100.00/per person

SECTION 3. That Chapter 12-3, Section 12-3-4, of the Amarillo Municipal Code is hereby amended to read as follows:

Sec. 12-3-4. - Swimming pool fees.

(a) Admission fees.

(1) Frequent user card (10 admissions)

Child (12 and under) 25.00

Adult (13—54) 30.00

Senior (55 and over) 20.00

(2) Non-swimmer: 2.00

(3) Swimmers:

	Regular	After 4 p.m.
Youth (age 1 to 12)	\$3.00	\$2.00
Adult	4.00	3.00
Senior Adult (55 & older)	3.00	2.00

(4) Family admission night, per member \$2.00

(5) Annual pass:

Family of 4 or more 185.00

Child (12 and under) 75.00

Adult (13—54) 85.00

Senior (55 and over) 65.00

Each additional family member \$25.00

(b) Miscellaneous fees.

(1) Youth swim lessons (1—3 classes) \$35.00

(4—6 classes) 25.00

(7—9 classes) 15.00

(10 or more classes) 10.00

(2) Junior lifeguard class 50.00

(3) Public lifeguard class 100.00

(4) Swim team ~~weekly~~ rental ~~325.00~~

Regular Season Hourly Rate \$50.00

Out of Season Hourly Rate \$100.00

(5) All other goods, services, activities: rates as approved by the City Manager.

(c) Private pool rental (maximum of 50 guests) 200.00

Plus for up to 75 guests 25.00

And for each additional unit of up to 25 guests 25.00.

~~Optional: inflatable rental~~

~~_____ (Dolphin slide) 75.00~~

~~_____ (Jungle run) 100.00~~

~~Optional: water volleyball or basketball setup 10.00~~

Optional: Sand Volleyball Rental (SW POOL) \$10.00

(d) Basic birthday party packages (25 guests) 75.00

(e) Administrative Fee (Refund) \$10.00

SECTION 4. That Chapter 12-4, Section 12-4-5 of the Amarillo Municipal Code is hereby amended to read as follows

Sec. 12-4-5. - Golf fees.

(a) – (b) [NO TEXT CHANGE]

(c) ~~-Annual Premium Pass: Regular (any age) \$2,000.00~~ \$175.00 monthly

Unlimited play. All days, all courses, good for green fees only, range balls

included)

~~-Ultimate Annual Premium Golf Pass \$3,400.00~~ \$300.00 monthly

(Unlimited play. All days, all courses, green fees and ~~includes cart~~ included, range

balls included)

~~-Senior Premium Pass\$135.00 monthly (50 years of age and over as of~~

purchase date, Unlimited play. All days, all courses , good for green fees only,

range balls included)

-Ultimate Senior Premium Pass\$260.00 monthly (50 years of age and over as of purchase date, Unlimited play, All days, all courses , good for green fees and cart rental, range balls included)

-Super Senior Premium Pass \$90.00 monthly (age 65 and over as of purchase date, play Monday—Friday, excludes holidays, good for green fees only, range balls included) \$ 1,000.00

-Ultimate Super Senior Golf Pass \$2,000.00 \$180.00 monthly (age 65 and over as of purchase date, Unlimited play. Monday –Friday only excludes holidays, all courses, green fees and cart included, range balls included ~~includes~~—cart)

-Old Timer Golf Pass \$50.00 monthly (age 80 and over as of purchase date, play Monday—Friday only, excludes holidays, good for green fees only).

-Old Timer Premium Golf Pass \$120.00 monthly (age 80 and over as of purchase date, Monday –Friday only, excludes holidays, all courses, green fees and cart included.

Mini Golf Pass \$400.00 (20-Rounds, All days, All courses, good for 12 months from date of purchase) (pass includes the Capital Improvement Fee).

Spouse Pass ~~The City Manager shall have the authority to create an annual Spouse Pass and determine the reasonable fee therefor.~~ Add a Spouse to any pass for \$25.00 per month.

Family Pass ~~The City Manager shall have the authority to create an annual Family Pass and determine the reasonable fee therefor.~~ Add Family to any plan for \$40.00 per month.

(d) [NO TEXT CHANGE]

(e) Unless specifically described otherwise, all golf passes are good for ~~the issued calendar year~~ twelve (12) months cycle from the date of purchase only and are non-transferrable.

(f) – (g) [NO TEXT CHANGE]

(h) All Passes are good for 12 months cycle from date of purchase. All fees shall be billed and paid on a monthly basis. Failure to timely pay a monthly invoice will result in the revocation of the

Pass and the player will be barred from purchasing another pass for one calendar year from the date of purchase.

(i) All passes will automatically renew until cancelled by a 30-day written notice from the purchaser or their designee

(j) The purchaser agrees to pay the current rates as of October 1st of each year as approved in the City of Amarillo Annual Budget.

(k) Annual passes do not include the one-time administrative fee of \$25.

(l) Players that fail to complete the initial 12 month cycle for the passes may be charged reinstatement fee of \$100 for the initiation of a second annual pass. The Director of Parks and Recreation or his designee may waive said fee in extenuating circumstances.

(m) Players that fail to complete a second 12 month cycle for the passes will be not be eligible for annual passes in the future.

SECTION 5. That, Chapter 12-2, Section 12-2-2, of the Amarillo Municipal Code is hereby amended to read as follows:

Sec. 12-2-2. - ~~Same~~Director—Duties.

The Director of Parks and Recreation shall do and perform any and all duties directed by the City Manager, including but not limited to, programming, concessions, and camps with corresponding fees and such other duties as may properly pertain to managing the public parks and recreation system or as may be prescribed by this Code.

SECTION 6. 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 7. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby amended or repealed as may be minimally necessary to resolve and to the extent of conflict, with this ordinance.

SECTION 8. Effective Date. This ordinance shall be effective as prescribed by law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 10th day of December, 2019; and PASSED on Second and Final Reading the 17th day of December, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 17, 2019	Council Priority	Transportation Systems
Department	Amarillo City Transit (ACT)		
Contact	Marita Wellage-Reiley		

Agenda Caption

CONSIDERATION OF A RESOLUTION TO ADOPT THE AMARILLO CITY TRANSIT (ACT) TITLE VI COMPLIANCE PROGRAM

(Contact: Marita Wellage-Reiley)

The Title VI compliance program is required for Federal Transit Administration (FTA) grant recipients to demonstrate compliance with the Civil Rights Act of 1964. The ACT Title VI Program was developed in accordance with Title VI regulations (49 CFR Part 21) and is consistent with the FTA Circular 4702.1B: Title VI Requirements and Guidelines for Federal Transit Administration Recipients.

Agenda Item Summary

The ACT Title VI Program was developed in accordance with Title VI regulations (49 CFR Part 21) and consistent with the Federal Transit Administration (FTA) Circular 4702.1B: Title VI Requirements and Guidelines for Federal Transit Administration Recipients. The Program details how ACT assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. ACT is required to update the program every three (3) years.

Requested Action

To approve the resolution to adopt the Amarillo City Transit Title VI Compliance Program.

Funding Summary

The adoption of Title VI regulations, requirements, and guidance is required to maintain Federal and State funding to support local transit service.

Community Engagement Summary

The Title VI Compliance Program describes how ACT conducts outreach efforts and demonstrates its commitment to insure access to services for all citizens of Amarillo.

Staff Recommendation

Staff recommends the approval of the resolution to adopt the Amarillo City Transit Title VI Compliance Program.

RESOLUTION NO. 12-17-19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ADOPTING AN UPDATED TITLE VI COMPLIANCE PROGRAM FOR THE CITY OF AMARILLO, TEXAS; PROVIDING REPEALER OF PRIOR COMPLIANCE PLANS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 3, 2017, the City adopted a Title VI Compliance Program in accordance with 49 CFR Part 21;

WHEREAS, the Federal Transit Administration ("FTA") requires an update of the Title VI Compliance Program every three years;

WHEREAS, the proposed Title VI Compliance Program attached hereto is intended to meet such requirements; and

WHEREAS, the City desires to submit the Title VI Compliance Program to the FTA for review and approval by those agencies or their representatives prior to final implementation:

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

SECTION 1. The City hereby approves the Title VI Compliance Program attached hereto as Exhibit A, which plan shall be submitted for review and approval by the FTA or such other agencies as required.

SECTION 2. The updated Title VI Compliance Plan replaces the Title VI Compliance Program previously adopted by the City.

SECTION 3. The Title VI Compliance Program shall be administered and enforced by the officers, agents and employees of the City in accordance with the terms set forth therein.

SECTION 4. This resolution shall be effective immediately upon adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 17th day of December, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney



Title VI Program
For 5307 Assistance Programs
December 17, 2019

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Policy Statement

In accordance with Title VI regulations (49 CFR Part 21) and consistent with the Federal Transit Administration (FTA) Circular 4702.1B: Title VI Requirements and Guidelines for Federal Transit Administration Recipients, the City of Amarillo (COA) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

COA's Transit Director is responsible for initiating and monitoring Title VI activities, assuming the preparation of required reports.

Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 42 USC 200d, 49 CFR part 21 and FTA Circular 4702.1B).

Bus Shelter Revitalization Project 2019

City Manager

Date

Introduction

In compliance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the COA – Amarillo City Transit (ACT) will carry out the program in compliance with the Department of Transportation's (DOT) Title VI regulations. This requirement shall be fulfilled when the COA submits its annual certifications and assurances to the FTA.

The direction, guidance and procedures in Title VI will ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner. ACT will promote full and fair participation in public transportation decision-making without regard to race, color or national origin and limited English proficient (LEP) persons will have meaningful access to transit related programs and activities.

ACT does not discriminate against any person on the grounds of race, color or national origin. ACT does not exclude any person from participation in or deny benefits to any person participating in any program or activity.

In **Attachment F** you will find the Amarillo City Council meeting notice, minutes and resolution documenting review and approval of the Title VI Program.

Protection under Title VI

Title VI Notice can be found in **Attachement A**.

Dissemination

ACT informs the public of their rights under the Title VI program by posting the Title VI notice on the COA's website – www.amarillo.gov. In addition notices are provided with the annual Program of Projects and all notices requiring action by Amarillo City Council for approval of grant submissions, fare, service changes and policy changes(found in **Attachments H** in English with the required Spanish and Vietnamese language). ACT advertises in the Amarillo Globe News newspaper and in public areas at ACT's main office, Downtown Transfer Plaza and all ACT service vehicles.

Document Translation

Amarillo has two LEP populations within ACT's service area that meet the Safe Harbor threshold. As required by FTA – all vital documents are offered in three languages – English, Spanish and Vietnamese. The Transit Department's webpage found at www.amarillo.gov allows the user to change the language featured on the page. ACT has translated all vital documents by bidding out all work to professional translation services. The service presents a certificate of translation when submitting the documents to ACT for approval and payment.

All translated documents are located in the attachments at the back of this document.

Requirement to Notify Beneficiaries of Protection under Title VI

ACT provides information to the public regarding their Title VI obligations and apprise members of the public regarding the protections against discrimination afforded to them by Title VI in compliance with 49 CFR Section 21.9 (d). All information regarding Title VI can be found on ACT's website found at www.amarillo.gov and in public areas at ACT's office located at 801 SE 23rd Street.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be in writing or by phone and filed with the Transit Director, at 806-378-6842, (TTY 806-372-6234), email Marita.Wellage-Reiley@amarillo.gov or visit the administrative offices at 801 SE 23rd Street, Amarillo, Texas 79105 within one hundred-eighty (180) days of the alleged discriminatory occurrence.

Title VI information is available in English, Spanish, Vietnamese and other Asian languages. Other languages are available upon request.

Title VI Complaint Procedures and Complaint Form

Any person who believes that he or she has been discriminated against on the basis of disability, race, color or national origin by Amarillo City Transit (ACT) may file a Title VI complaint by completing and submitting ACT's Title VI Complaint Form, included in **Attachment B** in English, **Attachment C** in Spanish and **Attachment D** in Vietnamese. ACT investigates complaints received no more than 180 business days after the alleged incident. The complaint form and procedure to file a complaint are available on the COA website at www.amarillo.gov.

The complaint must contain, but not limited to, the following information:

- a. Name, address and telephone number of complainant
- b. The basis of the complaint (race, color, national origin)
- c. The date or dates on with the alleged discriminatory event or events occurred
- d. Statement detailing the facts and circumstances of the alleged discrimination
- e. Names, addresses, and telephone numbers of persons who may have knowledge of the event
- f. Other agencies or courts where a complaint may have been filed with contact name and telephone number
- g. Complainant's signature and date

All complaints can be mailed or faxed to the following:

Amarillo City Transit (ACT)
P.O. Box 1971
Amarillo Texas 79105
Attention: Transit Director

(806) 378-6842 (phone)
(806) 378-6846 (fax)

Once the complaint is received, ACT staff will review it to determine if ACT has jurisdiction. The complainant will receive an acknowledgement letter within 10 days informing him/her whether the complaint will be investigated by ACT. The Transit Department's investigation will include a review of the security camera audio and video and interviews from the complaint and other applicable witnesses – including ACT staff members.

ACT has 60 business days to investigate the complaint. If more information is needed to resolve the complaint, ACT may contact the complainant. The complainant has 30 business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 30 business days, ACT can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, one of two letters will be sent to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident and explains whether additional training for ACT staff or other action will occur according to the City of Amarillo's progressive disciplinary action guidelines.

If the complainant wishes to appeal the decision, he/she has 30 days after the date of the letter or the LOF to appeal to the Deputy City Manager who will respond to the appeal within 30 business days from receipt of the request.

Submit written appeals to: City of Amarillo
Amarillo City Transit (ACT)
P.O. Box 1971
Amarillo Texas 79105
Attn: Deputy City Manager

If the response from the Deputy City Manager is not satisfactory, he/she may then appeal the decision to the final level of appeal – the City Manager. The City Manager will respond to the appeal within 30 business days from receipt of the request.

Submit written appeals to: City of Amarillo
P.O. Box 1971
Amarillo Texas 79105
Attention: City Manager

Should you have any questions regarding the appeal procedure, please feel free to contact the Transit Director at 806-378-6842 or 806-372-4229, TDD. A person may

also file a complaint directly with any of the following agency: the Federal Transit Administration (FTA) Office of Civil Rights, 1200 New Jersey Ave., SE, Washington, DC 20590, FTA Region 6 office 819 Taylor Street, Room 14A02 FT. Worth, TX 76102

Record and Report Transit-Related Title VI Investigations, Complaints and Lawsuits

ACT has not received any Title VI investigations, complaints or lawsuits within the last three years.

Promoting Inclusive Public Participation

ACT posts all public meeting notices in all revenue vehicles, in the Transit Office and on an electronic display board located at the front door of City Hall. Public hearing notices appear in all media forms radio, television and print that reach out to Amarillo's citizens including minority populations. The Title VI contact list is found in **Attachment E**.

ACT routinely meets with organizations that represent a cross section of people in Amarillo. ACT staff meets with Continun if , Catholic Family Services (Refugee Services Division), Division for Rehabilitative Services (including branches that serve deaf, blind and persons with disabilities) and the Amarillo Advisory Commission for People with Disabilities (ACPD).

ACT staff met with the Coalition for the Homeless to discuss a transit survey. The survey included feedback ranging from driver safety to quality of dispatch office information and public transportation service information. ACT staff also worked with Catholic Family Services to develop a trip planning worksheet. The worksheet will serve as a trip planning tool and communication device for LEP populations.

ACT also coordinates with other transportation providers throughout the Texas panhandle at the regional transportation providers' quarterly meetings. ACT meets with citizens in the office, out on route, discusses information over the phone, responds to e-mail inquiries and is available to meet with any organization.

ACT developed a Public Engagement Plan as required by FTA. It follows the Title VI Plan. ACT continues to strengthen outreach efforts with the public. ACT routinely makes presentations to the local community, attends Continuum of Care for the Homeless monthly meetings, and meets with the Amarillo Advisory Commission for People with Disabilities (ACPD) every two months. In 2019, ACT attended the Senior Citizens Fall Resource Festival. Prior to the implementation of ACT's new routes in August 2018 and implementation of the new fares/service area in October 2019, ACT had representatives at the transfer station to engage with passengers by disseminating information and answering questions.

Meaningful Access to LEP Persons

Factor #1. Assess the number and proportion of (LEP) persons served or encountered in the eligible service population

According to the American Community Survey 2009-2014 data, 9% of the citizen within the City of Amarillo speaks "English Less than Well." 6.3 % or 11,430 individuals of the Spanish-speaking community reported that they "Speak English Less than Well". Under the Safe Harbor Provision, ACT will provide "written translation of vital documents for each eligible LEP language group which constitutes five percent (5%) or 1,000 persons, whichever is less." Two categories besides Spanish have a group larger than 1,000 persons, Vietnamese and other Asian languages. ACT will translate all vital documents into Vietnamese and translate any other requests, since the group's language is not specified.

ACT 2009-2014 American Community Survey Data

Language spoke at home	English "very well"	Percent	English "less than well"	Percent	Total Number Population	Speaking "less than well" total population
Total Population					179,328	
Speak only English					137,745	
Spanish or Spanish Creole:	22,436	66%	11,430	34%	33,866	6.37%
French (incl. Patois, Cajun):	253	83%	53	17%	306	0.03%
French Creole:	7	100%	0	0%	7	0.00%
Italian:	31	100%	0	0%	31	0.00%
Portuguese or Portuguese Creole:	143	95%	7	5%	150	0.00%
German:	203	83%	43	17%	246	0.02%
Yiddish:	0	0%	0	0%	0	0.00%
Other West Germanic languages:	0	0%	0	0%	0	0.00%
Scandinavian languages:	0	0%	13	100%	13	0.01%
Greek:	31	100%	0	0%	31	0.00%
Russian:	35	95%	2	5%	37	0.00%
Polish:	0	0%	14	100%	14	0.01%
Serbo-Croatian:	14	67%	7	33%	21	0.00%
Other Slavic languages:	5	100%	0	0%	5	0.00%
Armenian:	0	0%	0	0%	0	0.00%
Persian:	20	63%	12	38%	32	0.01%
Gujarati:	117	74%	42	26%	159	0.02%
Hindi:	24	83%	5	17%	29	0.00%
Urdu:	26	100%	0	0%	26	0.00%
Other Indic languages:	47	33%	96	67%	143	0.05%
Other Indo-European languages:	30	32%	65	68%	95	0.04%
Chinese:	180	40%	272	60%	452	0.15%
Japanese:	30	48%	33	52%	63	0.02%
Korean:	29	100%	0	0%	29	0.00%
Mon-Khmer, Cambodian:	0	0%	49	100%	49	0.03%
Hmong:	0	0%	0	0%	0	0.00%
Thai:	0	0%	60	100%	60	0.03%

Laotian:	215	35%	402	65%	617	0.22%
Vietnamese:	435	29%	1,049	71%	1,484	0.58%
Other Asian languages:	372	19%	1,547	81%	1,919	0.86%
Tagalog:	266	94%	17	6%	283	0.01%
Other Pacific Island languages:	27	61%	17	39%	44	0.01%
Navajo:	0	0%	0	0%	0	0.00%
Other Native North American languages:	21	100%	0	0%	21	0.00%
Hungarian:	20	100%	0	0%	20	0.00%
Arabic:	192	43%	254	57%	446	0.14%
Hebrew:	15	100%	0	0%	15	0.00%
African languages:	318	35%	586	65%	904	0.33%
Other and unspecified languages:	0	0%	0	0%	0	0.00%

LEP persons access Fixed Route public transportation at designated bus stops, on Spec-Trans, inside the public transportation vehicle, at ACT’s office to purchase tickets or obtain system information, at a Spec-Trans interview, request an origin-to-destination ride or obtain bus route information or over the phone. Other opportunities for interaction include the mail, ACT website and public meetings.

In order to provide meaningful access, ACT has bilingual staff, documents in Spanish and Vietnamese and other languages are available upon request. ACT will call Catholic Family Services or the Amarillo Interpreting Service or the Language Line in order to assist a person. ACT has also developed a trip planning worksheet designed to serve as a trip planning tool for LEP persons accessing public transportation and ACT’s webpage has a language translator tool.

ACT staff work with all community service agencies in Amarillo - Catholic Family Services, Amarillo Independent School District Migrant Family Services and Refugee Services of Texas serve many of Amarillo’s LEP populations.

Factor #2. Assess the frequency with which LEP individuals come into contact with the program, activity or service

ACT staff encounters LEP persons daily through the transit services that we provide. All staff receives diversity training and are able to assist passengers with daily their transportation needs ranging from ticket purchases, transfer points, public meetings, and complaints.

In the event that an ACT operator or staff is unable to communicate with a passenger we have qualified bilingual staff and other services such as (Catholic Family Services or the Language Line) available to provide the best possible customer service to our passengers.

ACT is a very small system (65 total employees) and maintains open lines of communication with customers and staff members alike. Staff and customers relay concerns to ACT management routinely. ACT also has security cameras that record

audio and video. The cameras have allowed the department to conduct research and promptly take action.

Factor #3. Assess the nature and importance of the program, activity or service provided by the program

ACT provides fixed route and paratransit public transportation services to citizens within Amarillo city limits west of Lakeside Drive. ACT recognizes the importance of public transportation services to the citizens of Amarillo. Without public transportation many of Amarillo's citizens would not have the ability to access work, medical, educational or other social services. Due to the diverse needs of the public it is our endeavor to continue to redevelop our system via customer feedback and internal restructuring to provide a reliable, dependable and timely service.

ACT has a long standing relationship with the Panhandle Independent Living Center to interview Spec-Trans applicants. These assessments are conducted at the Panhandle Independent Living Center and are used to determine eligibility for paratransit service. In the event a LEP person is interviewed, the COA, ACT's or Independent Living Center bi-lingual staff is on hand to assist. In the event a bilingual person is not available, Catholic Family Services, Amarillo Interpreting Service or the Language Line is also available.

Members of the Transit Department works with Amarillo's community service agencies – Coalition for the Homeless, Division for Rehabilitative Services, Catholic Family Services – Refugee Services Division, Amarillo Independent School District Migrant Family Services, Refugee Services of Texas and others. This working relationship provides an opportunity for ACT's staff to quickly react as trends change and provide information and assistance based on the changing needs of the community.

Factor #4. Assess the resources available to the recipient and costs

The COA - ACT has many resources available to assist LEP persons. Staff members are the first resource. The COA has staff that speaks the following languages Spanish, Bosnian, Chinese, Taiwanese, Laotian, Vietnamese, Swahili, Tigrigna, Amharic, French, German, Farsi, American Sign Language, Croatian, Serbian, Macedonian and Monte Negro.

The COA recognizes that providing bilingual services to Amarillo's citizens is an integral part of operating a responsive government. The COA provides \$50.00 each month to each employee who is willing to provide interpreter services.

A Braille printer is also available with the capability to print Braille maps and route information upon request. ACT has a Spanish and Vietnamese Spec-Trans Application and Riders Guide, Spanish and Vietnamese Fixed Route maps. Public transportation information in other languages is available upon request.

ACT's website has information in Spanish and Vietnamese and a language translator.

The ACT Transit Director is responsible for coordinating language access programs throughout the public transportation operation.

Transit Director

806-378-6842

Marita.Wellage-Reiley@amarillo.gov

The COA will provide additional information upon request, so that FTA can investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI. Due to the vast amount of services provided to the customers (either due to staff time, training and other translation services) and printing of translated documents ACT absorbs a cost of approximately \$3,000 - \$5,000 a year to the annual budget for Title VI related assistance.

Language Assistance Plan (LAP) Implementation Plan

Task 1 - Identifying LEP Individuals Who Need Language Assistance Number or Proportion of LEP Persons served or Encountered in Eligible Service Population

According to the American Community Survey 2009-2014 data, 9% of the citizen within the City of Amarillo speaks "English Less than Well." 6.3 % or 11,430 individuals of the Spanish-speaking community reported that they "Speak English Less than Well". Under the Safe Harbor Provision, ACT will provide "written translation of vital documents for each eligible LEP language group which constitutes five percent (5%) or 1,000 persons, whichever is less." Two categories besides Spanish have a group larger than 1,000 persons, Vietnamese and other Asian languages. ACT will translate all vital documents into Vietnamese and translate any other requests, since the group's language is not specified.

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German:	203	83%	43	17%	246	0.02%
Yiddish:	0	0%	0	0%	0	0.00%
Other West Germanic languages:	0	0%	0	0%	0	0.00%
Scandinavian languages:	0	0%	13	100%	13	0.01%
Greek:	31	100%	0	0%	31	0.00%
Russian:	35	95%	2	5%	37	0.00%
Polish:	0	0%	14	100%	14	0.01%
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Gujarati:	117	74%	42	26%	159	0.02%
Hindi:	24	83%	5	17%	29	0.00%
Urdu:	26	100%	0	0%	26	0.00%
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Japanese:	30	48%	33	52%	63	0.02%
Korean:	29	100%	0	0%	29	0.00%
Mon-Khmer, Cambodian:	0	0%	49	100%	49	0.03%

Hmong:	0	0%	0	0%	0	0.00%
Thai:	0	0%	60	100%	60	0.03%
Laotian:	215	35%	402	65%	617	0.22%
Vietnamese:	435	29%	1,049	71%	1,484	0.58%
Other Asian languages:	372	19%	1,547	81%	1,919	0.86%
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Hungarian:	20	100%	0	0%	20	0.00%
Arabic:	192	43%	254	57%	446	0.14%
Hebrew:	15	100%	0	0%	15	0.00%
African languages:	318	35%	586	65%	904	0.33%
Other and unspecified languages:	0	0%	0	0%	0	0.00%

Frequency with Which LEP Individuals Come Into Contact with your Programs, Activities and Services

ACT staff encounters LEP persons on regular bases through the service that we provide. Staff assists passengers with their daily transportation needs ranging from ticket purchases, Transfer Points, public meetings, and complaints. ACT is a very small system (67 total employees) and maintains open lines of communication with customers and staff members alike.

In the event that an ACT operator or staff is unable to communicate with a passenger the following steps shall be utilized: (contact a bilingual staff member, Catholic Family Services or the Language Line) in order to provide the best possible customer service to our passengers.

Task 2 - Language Assistance Measures

Due to Amarillo’s rich diversity ACT provides interpreters and translation services to any customer that request assistance. Many of the interpreters are COA staff members and are familiar with COA policies and procedures when assisting a (LEP) individual. If the interpreter (COA staff or outside language interpreter service) has a question, an ACT staff member is available to provide any assistance needed to ensure specialized terms and concepts associated with ACT’s policies and activities are understood by all. Interpreter and Translation services can be found in Attachements E.

Task 3 – Providing Notice to LEP Persons

Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” directs each Federal agency to examine the services it provides and develop and implement a system by which LEP persons can meaningfully access those services. The Executive Order also states that recipients must take steps to ensure meaningful access to their programs and activities by LEP persons.

As a recipient of Federal funds, ACT has developed a LEP plan that is separate from this document but available upon request. ACT takes our LEP responsibilities seriously and has implemented a system by which LEP persons can meaningfully access public transportation services.

Task 4 – Monitoring and Evaluating Language Access Plan

ACT monitors the number of requests for translation for transit programs and services and note any comments and complaints about translations or language assistance. ACT has created an internal log for all requests for translation assistance that logs the date, the requested language, and the actions taken to accommodate the request. The Language Access Plan will be updated every three years.

Task 5 - Training Staff

The COA as an organization recognizes the importance of providing meaningful access to information and services for Limited English Proficient (LEP) persons. COA bilingual employees receive incentive pay if they agree to be available to provide interpreter services upon request and the COA Human Resources Department maintains a list of bilingual employees available to interpret.

ACT also recognizes that the Transit Department has a responsibility to provide meaningful access to public transportation information and services for LEP persons. In recognition of that responsibility, ACT employees receive the following training before they begin serving customers:

- Diversity Training
- Getting Beyond Stereo Types
- Passenger Relations
- Cultural Sensitivity
- Conversations with Passengers
- Strategies for Dealing with Difficult People
- Customers Conflicts and You
- De-escalate Customer Conflicts
- Passengers with Behavioral Disorders
- Crisis Prevention
- Extraordinary Customer Service
- Americans with Disabilities Act
- Passenger Assistance Training
- Learning the Language of Multiple Generations
- Crisis Management Guidelines

Video and audio recorded in each vehicle is also utilized for customer relations training purposes.

Minority Representation on Planning and Advisory Bodies

The City of Amarillo is governed by the Amarillo City Council. The Council is a five member body elected at large and has the authority to make all decisions relating to the Transit Department. The COA does not have a “Transportation” committee or planning board.

The City Council presides over all public hearings, accepts comments from the public and signs transit-related resolutions.

The Transit Department posts transportation related agenda items on the Advisory Commission for People with Disabilities (ACPD). Although the ACPD’s agenda features transportation related items, the committee has no decision making authority.

The ACPD’s five members are appointed by the Amarillo City Council. The committee is currently comprised of one woman and four men - one African American male and three Caucasian males and 1 woman. Three of the five members have a disability and the remaining four work for agencies that assist and advocate for persons with disabilities. Below you will find a table that illustrates the ACPD board compared to Amarillo’s population.

Body	Caucasian	Latino	African American	Native American	Asian American
Amarillo Population	78%	23%	6%	0.78%	2%
Advisory Commission for People with Disabilities ¹	60%	20%	20%	0	0

Process the COA uses to Encourage Minority Participation

When a vacancy on the ACPD occurs, the City Council will accept inquires by any interested person or a nomination by any citizen to fill the open vacancy. The City Council encourages all members of Amarillo to participate. This is accomplished by hosting meetings in all areas of Amarillo and during the evening hours. The City Council members also participate in information exchanges with any civic group, school or organization upon request.

Monitoring Subrecipients

ACT does not distribute FTA funds to subrecipients.

Determination of Site or Location of Facilities

¹ Effective January 1, 2020

ACT has not constructed vehicle storage or maintenance facility or an operation center. If ACT constructs one of these facilities, ACT will comply with the Title VI equity analysis section.

Requirement to Set System-Wide Service Standards and Policies

Service Standards

FTA requires that all fixed route providers of public transportation service providers set and adopt Service Standards and Policies for each specific fixed route mode of service they provide. The Standards and Policies must ensure service design and operations practices do not result in discrimination on the basis of race, color or national origin.

ACT operates eight fixed routes and Spec-Trans – an origin-to-destination service for people with disabilities that prevents them from riding an accessible fixed route bus. The Service Standards apply to the fixed route. The Service Standards are an established service performance measure or policy used by a transit provider as a means to plan or distribute services and benefits within its service area. FTA requires all fixed route transit providers to develop quantitative or measurable standards for the following standards.

- Vehicle Load
- Vehicle Headways
- On-Time Performance
- Service Availability

Vehicle Load

The average of all passenger loads during operating hours depends on the composition of the passengers. ACT’s customer base is primarily composed of persons with disabilities, elderly and economically disadvantaged. Many of ACT’s customers have no other source of transportation and without public transportation; they are unable to leave their neighborhood.

The number of passengers and the number of carryon items vary from trip to trip therefore, our Service Standard for Vehicle Load is, the driver will transport as many passengers and their belongings as possible within a safe manner.

Below, you will find a table that illustrates the average passenger capacity of each vehicle. ACT operates 25 mini-buses approximately 27’ in length, five 32’ Champion Defender buses, and one 23’ van. All buses have two forward facing wheelchair securement areas and most are equipped with perimeter seating, with exception of the 23’ van, which has all forward facing seats.

Average Passenger Capacities				
Vehicle Type	Seated	Standing	Total	Maximun Load
6900 Series Bus	14	7	21	1.5
7200 Series Bus	18	7	25	1.4
8400 Series 32’ Bus	19	7	26	1.4
8400 Series 27’ Bus	14	7	21	1.5
8870 23’ Van	14	0	14	1

Vehicle Headways

The Transit Department has 23 fixed routes, 1 point route deviation, 12 Spec-Trans and 5 extra-board driving assignments. The Transit Department operates 12 routes with 15 buses and 1 bus for 1 point route deviation and does not change the number of vehicles operating during peak or off peak periods.

All routes operate from approximately 6:20 am until 7:00 pm Monday thru Saturday. No other public transportation modes, peak or off peak or Sunday service is available.

The table on the following page illustrates headway and distance for each route.

Route	Weekday	Weekend	Route Distance	Other Conditions
11	45 minutes	45 minutes	19.6	Traffic and passenger loads
12	1 hour	1 hour	14.8	Traffic and passenger loads
13	45 minutes	45 minutes	n/a	Traffic and passenger loads
21	45 minutes	45 minutes	7.6	Traffic and passenger loads
22	45 Minutes	45 Minutes	8.2	Traffic and passenger loads
23	45 Minutes	45 Minutes	10.8	Traffic and passenger loads
31	1 hour	1 hour	11.5	Traffic and passenger loads
32	45 minutes	45 minutes	7.7	Traffic and passenger loads
33	1 hour	1 hour	12.5	Traffic and passenger loads
41	1 hour	1 hour	11.9	Traffic and passenger loads
42	1 hour	1 hour	11.8	Traffic and passenger loads
43	45 minutes	45 minutes	11.6	Traffic and passenger loads
44	45 minutes	45 minutes	17.7	Traffic and passenger loads

ACT has timed transfers every :45 minute or on the hour. All routes (except Route 13) meet at the Transfer Station located at 3rd & Filmore at 7:00 a.m., 10:00 a.m., 1:00p.m., 4:00 p.m. and 6:15 p.m. to facilitate transfers.

On-Time Performance

Each route serves a unique operating environment that can affect on time performance. Heavy traffic and school zones will cause the buses to run late throughout the day on every route. Seasonal events such as back to school and Christmas shopping seasons also cause many of the routes to run late.

Inclement weather events such as flash flooding, snow, ice and fog can appreciably slow down or shut down public transportation operations completely. Heavy passenger traffic on and off the bus can delay a route along with deploying a lift multiple times on a route.

Although the ADA made fixed route transportation possible for many people, it also created an “on-time” compliance challenge for every public transportation provider. In this operating environment (ADA compliance requirements, limited equipment, driving position vacancies), ACT on-time performance service standard is defined as 0 minute

early and 5 minutes late window and a threshold of 92% to meet performance standards.

Service Availability

The COA covers just over 100 square miles. The Service Availability Service Standard is - the COA will place bus routes, bus stops and passenger amenities throughout the ACT service area (within the City limits west of Lakeside Drive) as funding will allow.

Public transportation services are operated Monday through Saturday from 6:00 am until 7:00 pm. No service is provided on Sunday, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. ACT operates on a Saturday schedule for Martin Luther King Jr. Day, Veteran's Day, Day after Thanksgiving, and Christmas Eve.

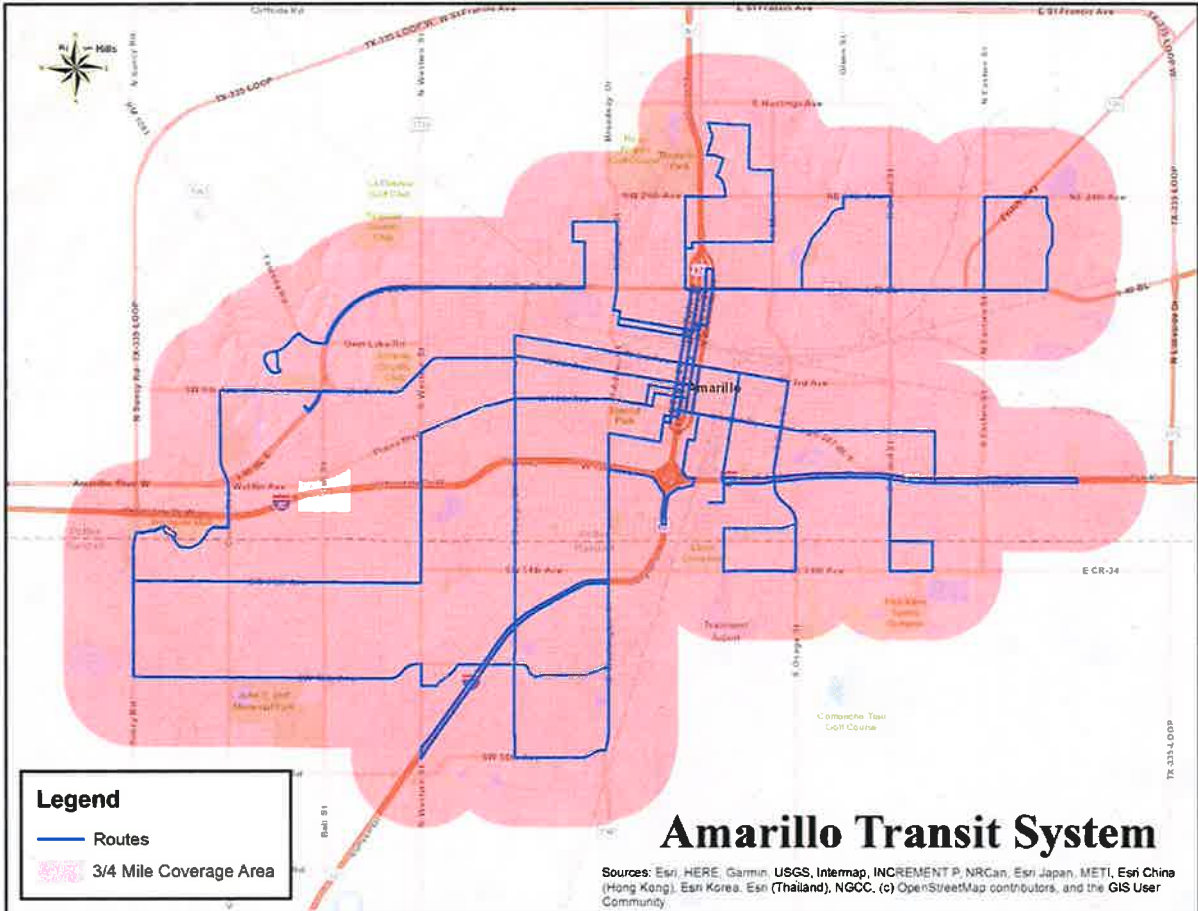
A person may call the Transit Office or contact any Transit Department staff member to request a bus stop, bench or shelter. After the request is made, a staff member reviews the request, evaluates the right of way and studies the topography of the site.

Proximity to community service agencies, employment, medical facilities and educational or shopping opportunities is gathered next among other factors that may be unique to the site.

Staff members consult with dispatchers to determine call volume from this area and information is gathered from bus operators to estimate passenger demand. After a group of bus stops are ready to be put together into a project, Transit Department staff informs the public how much funding is available for the project and solicits input from ACT's customers and community service agencies thru the Public Engagement planning process.

The process described above will determine which bus stops are included in the project based on available funding, needs of the community and public input. If the amenity cannot be located as requested, Transit Department staff will contact the person who made the request and find an alternate location for the amenity.

Below you will find a service area map.



Distribution of Transit Amenities

Transit amenities refer to items of comfort, convenience and safety that are available to the general riding public. Under this paragraph, FTA requires that transit providers set a policy for transit amenities that are installed under a contract between the transit provider and a private entity. The COA does not have a contract with a private entity. The COA has decision making authority over the sitting of transit amenities.

Transit amenities (seating, shelters, and provision of information, digital equipment and waste receptacles) are distributed and installed based on the criteria and process described in the Bus Stop Guideline dated October 2017.

A person may call the Transit Office or contact any Transit Department staff member to request a transit amenity. After the request is made, a staff member reviews the request, evaluates the right of way and studies the topography of the site. Proximity to community service agencies, employment, medical facilities and educational or shopping opportunities is gathered next among other factors that may be unique to the site.

Planning staff consults with dispatchers to determine call volume from this area and ridership data is analyzed to estimate passenger demand. After a group of passenger amenities are ready to be put together into a project, Transit Department staff informs the public how much funding is available for the project and solicits input from ACT's customers and community service agencies thru the Public Engagement process to determine which locations are included in the project.

If an amenity cannot be located as requested, the Transit Department staff will contact the person who made the request and work to find an alternate location.

(a) Seating – ACT is currently in the process of a amenities project. This project will address aging sheters, accessible routes, bus stop pads, benches and shelters along the fixed routes. Any person can call to request a bus stop pad, bench or shelter. The request is added to the list and a staff member researches the request.

(b) Bus and rail shelters and rail platform canopies – ACT does not operate a rail system.

(c) Provision of information – printed signs, system maps, route maps and schedules. Each bus stop has a sign and the transfer point has signage. Each route has an individual map and schedule and there is one system map and schedule. All maps are formatted in the same manner.

(d) Digital equipment – all buses have a stop announcement system, scroll sign and security cameras that record audio and video. No bus stops or the transfer point has digital vehicle arrival time signage.

(e) Escalators – ACT does not have escalators.

(f) Elevators – ACT does not have elevators.

(g) Waste receptacles (trash and recycling) – The transfer point has trash cans. Currently no bus stops have trash cans or recycling containers, but are being addressed through a current amenities project expected to be completed in 2020.

Vehicle Assignment

Vehicle assignment refers to the process by which transit vehicles are placed into service in depots and on routes throughout the transit system. Policies for vehicle assignment may be based on the age of the vehicle, where age would be a proxy for condition. FTA requires each transit provider to set a vehicle assignment policy. A transit provider could set a policy to assign vehicles to depots so that the age of the vehicles at each depot does not exceed the system-wide average.

ACT's has one transfer point located at 3rd and Fillmore. The administrative facility with mechanic shop and bus parking garage is located at 801 SE 23rd under one roof. All vehicles are dispatched out of the administrative facility and report to the transfer point.

ACT employs 2 full-time and 2 part-time utility workers who clean the interior and exterior of all vehicles, fuel and park them each evening. ACT also employs 6 mechanics who service and maintain the vehicles.

ACT has 31 revenue fleet vehicles - 15 of the vehicles are 2009, 12 are 2017, 3 are 2008, and the remaining one is a 2010. Currently, 6 fixed route buses are scheduled to be replaced as well as 10 spec-trans vans. All vehicles have a radio, security cameras that record audio and video, a wheelchair lift, two forward facing wheelchair securement areas, similar seating capacity and perimeter seating. ACT closely monitors all vehicles for safety, mechanical dependability and cleanliness to ensure all customers receive a similar experience.

ACT currently does not have peak and off peak service, express or commuter service. Transit service begins at about 6:20 am and all buses complete the service day at 7:00 pm Monday thru Saturday.

Attachment A – Title VI Notice
English

Title VI Notice
The City of Amarillo, Texas
Amarillo City Transit

The City of Amarillo - Amarillo City Transit hereby certifies that, as a condition of receiving Federal financial assistance to provide programs and services without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Amarillo. The complaint must be filed within 180 days from the time of the incident.

For more information on the City of Amarillo's civil rights program and the procedures to file a complaint contact, Transit Director at 806-378-6842, (TTY 806-372-6234), email Transit.Manager@amarillo.gov or visit the administrative offices at 801 SE 23rd Street, Amarillo, Texas 79105. For more information, visit www.amarillo.gov.

Interested parties are hereby afforded the opportunity to comment on the performance of Amarillo City Transit, request additional information on Amarillo City Transit's nondiscrimination obligations or file a complaint. Written comments may be submitted to the Deputy City Manager, P.O. Box 1971, Amarillo, Texas 79105.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil rights, Attention: Title VI Program Coordinator, East Building, 5th Floor – TCR, 1200 New Jersey Ave., SE, Washington DC 20590.

Accessibility Statement

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (SE 7th Avenue) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations for a sign language interpreter must make a request with the City Secretary two business days before the meeting, by telephoning 378-3014, or the City TDD telephone number at 378-4229.

If information is needed in another language, contact 806-378-6842. This information is available free of any charge. Title VI or any information needed by passengers in other languages can be printed for customer upon request or by going to ACT website at www.amarillo.gov. Amarillo City Transit also has a Limited English Proficiency Plan where Amarillo City Transits information can be provided to the customers as requested. For further information regarding ACT you may contact Transit Director at (806) 378-6842 or Transit.Manager@amarillo.gov.

Attachment B – Title VI Complaint Form: English

(ACT) Title VI Complaint Form

If information is needed in another language, contact 806-378-6842.

**Atención Sesión Pública Convocatoria Aviso 806-378-6842 Para Obtener
Información – www.amarillo.gov**

Nếu thông tin là cần thiết trong một ngôn ngữ khác, liên hệ 806-378-6842 – www.amarillo.gov

ACT is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. Title VI complaints must be filed within 180 business days from the date of the alleged discrimination.

The following information is necessary to assist us in processing your complaint. If you require any assistance in completing this form, please contact The Transit Director by calling at 806-378-6842. The completed form must be returned to:

Amarillo City Transit,
Attention: Transit Director
P.O. Box 1971
Amarillo, Texas 79105

Section I	
Your Name:	Home Phone:
Street Address:	Work Phone:
E-Mail Address:	City, State. & Zip Code:
Do you need this information in an accessible format? Large Print TDD Audio Tape Other _____	
Section II	
Are you filing this complaint on your own behalf: Yes* No *If you answered yes, go to Section III	
If no, please supply the name and relationship of the person for whom you are complaining: Name _____ Relationship _____	
Please explain why you have filed a complaint for a third party: _____ _____	
Please print and sign your name acknowledging that you have obtained permission to file this complaint on behalf of the third party	

Printed Name _____ Signature _____
Section III
I believe the discrimination I experienced was based on (circle all that apply) Race _____ Color _____ National Origin _____ Date of alleged discrimination (Month, Day, Year): _____ Explain what happened and why you believe that you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.
Section IV
Have you previously filed a Title VI complaint with this agency? Circle the appropriate answer - Yes No
Section V
Have you filed this complaint with any other Federal, State or local agency or with any Federal or State court? Circle the appropriate answer - Yes No If yes, check all that apply: ☐ Federal Agency: _____ ☐ State Agency: _____ ☐ Federal Court: _____ ☐ Local Agency: _____ ☐ State Court: _____ Please provide contact information at the agency/court where the complaint was filed: Name _____ Title _____ Phone Number _____ Agency _____ Address _____
Section VI
Name of agency complaint is against: _____ Contact person: _____ Title: _____ Telephone Number: _____

You may attach any written materials or other information that you think is relevant to your complaint. Signature and date required

_____	_____	_____
Print your name	Sign your name	Date

Please submit this form in person to:	Mail this form to:
Amarillo City Transit	City of Amarillo
801 South East 23 rd	P.O. Box 1971
Amarillo, Texas 79102	Amarillo, Texas 79105
Route 4 stops at the front door	

Date Received: _____
Received By: _____

Attachment C – Title VI Complaint Form: Spanish

(ACT) Formato de Queja con Respecto al Título VI

**Si necesita recibir esta información en otro idioma, contacte al 806-378-6842.
(Especificando que necesita recibir esta oración en español y vietnamita debajo
de la oración en inglés)**

El ACT está comprometido con asegurarse de que ninguna persona quede excluida de participación o que se le nieguen los beneficios de sus servicios con base en la raza, color o nacionalidad, como se indica en el Título VI de la Ley de Derechos Civiles de 1964, en su enmienda. Las quejas con respecto al Título VI deberán ser presentadas en los 180 días siguientes a la fecha del presunto acto de discriminación.

La siguiente información es necesaria para ayudarnos a procesar su queja. Si requiere cualquier tipo de asistencia para llenar este formato, por favor contacte al Administrador General llamando al 806-378-6842. El formato completo deberá ser enviado a:

Amarillo City Transit,
Attention: General Manager
P.O. Box 1971
Amarillo, Texas 79105

Sección I	
Su Nombre:	Teléfono de casa:
Domicilio:	Teléfono del trabajo:
Dirección de correo electrónico:	Ciudad, Estado y Código Postal:
¿Necesita recibir esta información en un formato accesible? Fuente más grande TDD Cinta de audio Otro _____	
Sección II	
¿Está llenando esta forma a su propio nombre: Sí* No	
*Si su respuesta es sí, avance a la Sección III	
Si no, por favor proporcione el nombre y relación de la persona por quien está poniendo la queja: Nombre _____ Relación _____	
Por favor, explique por qué está presentando una queja para un tercero: _____	

Puede agregar cualquier material escrito o cualquier otra información que piensa es relevante para su queja. Se requieren firma y fecha

Fecha

Por favor envíe este formato en persona a: Envíe este formato a:

Sistema de Tránsito de la Ciudad de Amarillo:

Amarillo City Transit
City of Amarillo
801 South East 23rd
Amarillo, Texas 79102

P.O. Box 1971
Amarillo, Texas 79105

La ruta 4 se detiene en la puerta delantera.

Fecha de Recepción: _____
Recibido por: _____

Attachment D – Title VI Complaint Form: Vietnamese

Mẫu đơn Khiếu Kiện về Điều VI (ACT)

Nếu cần thông tin bằng một ngôn ngữ khác, hãy gọi số 806-378-6842. (Tôi cần bản dịch câu này bằng tiếng Tây Ban Nha và tiếng Việt bên dưới câu tiếng Anh)

ACT cam kết bảo đảm không ai bị loại trừ hoặc bị từ chối các lợi ích về dịch vụ vì lí do chủng tộc, màu da hoặc nguồn gốc quốc gia, theo Điều VI luật Dân Quyền 1964 (sửa đổi). Khiếu kiện theo Điều VI cần được gửi trong vòng 180 ngày làm việc kể từ ngày xảy ra việc phân biệt đối xử.

Các thông tin sau đây là cần thiết để giúp chúng tôi giải quyết khiếu kiện của bạn. Nếu bạn cần bất kỳ sự giúp đỡ nào để điền mẫu đơn này, xin liên lạc với Giám Đốc Điều Hành tại số 806-378-6842 Mẫu đơn sau khi điền xong cần đượi gửi đến: Công Ty Vận Tải Nội Thành Amarillo

Người nhận Giám Đốc Điều Hành
P.O. Box 1971
Amarillo, Texas 79105

Phần I	
Tên:	Điện thoại nhà riêng:
Địa chỉ:	Điện thoại cơ quan:
Email:	Thành phố, Bang: Mã Zip:
Bạn cần thông tin này dưới dạng nào? Bản in lớn TDD Bảng ghi âm Dạng khác _____	
Phần II	
Bạn điền đơn khiếu kiện này cho chính bản thân bạn: Có* Không *Nếu bạn trả lời Có, hãy đọc tiếp mục III	
Nếu không phải, hãy điền tên và quan hệ giữa bạn và người mà bạn viết đơn khiếu kiện cho họ: Tên _____ Quan hệ với người viết đơn _____	
Vui lòng giải thích vì sao bạn viết đơn giùm cho một bên thứ ba: _____ _____	
Vui lòng in và ký tên để xác nhận rằng bạn được phép đại diện cho một bên thứ ba viết đơn khiếu kiện này:	

Tên (Bằng chữ in) _____	Ký tên _____
Phần III	
Tôi tin rằng sự phân biệt đối xử mà tôi đã phải chịu là do (khoanh tròn mục đúng) Chủng tộc _____ Màu da _____ Nguồn Gốc Quốc Gia _____ Ngày tháng xảy ra việc phân biệt đối xử (Tháng, Ngày, Năm): _____ Giải thích điều gì đã xảy ra và tại sao bạn tin rằng bạn đã bị phân biệt đối xử. Kể chi tiết về tất cả những người có liên quan, bao gồm tên và thông tin liên lạc của (những) người đã phân biệt đối xử với bạn (nếu biết) và tên và thông tin liên lạc của những nhân chứng có liên quan. Nếu cần thêm khoảng trống để viết, vui lòng dùng mặt sau của đơn này.	
Phần IV	
Bạn đã từng viết đơn khiếu nại theo Điều VI đối với cơ quan này chưa? Khoanh tròn câu trả lời - Có Không	
Phần V	
Bạn đã từng viết đơn khiếu nại dạng này đối với bất kỳ cơ quan đoàn thể cấp Địa phương, cấp Bang hoặc cấp Liên Bang hoặc với Tòa án Bang hoặc Liên Bang? Khoanh tròn câu trả lời đúng - Có Không Nếu có, đánh dấu những mục đúng: ☐ Cơ quan cấp Liên Bang: _____ ☐ Cơ quan cấp Bang: _____ ☐ Tòa án Liên Bang: _____ ☐ Cơ quan Địa phương: _____ ☐ Tòa án Bang: _____ Xin vui lòng cung cấp thông tin liên lạc của cơ quan/tòa án nơi đã nhận đơn kiện lần trước: Tên người nhận _____ Chức Danh _____ Số điện thoại _____ Tên cơ quan _____ Địa chỉ _____	
Phần VI	
Tên cơ quan đã bị khởi kiện lần trước: _____ Người liên lạc: _____ Chức danh: _____ Số điện thoại: _____	

Bạn có thể gửi kèm bất cứ văn bản hay thông tin bổ sung nào khác có liên quan đến đơn kiện. Ngày và ký tên

Viết tên bằng chữ in	Ký tên	Ngày tháng năm
Vui lòng nộp trực tiếp đơn kiện này cho: Amarillo City Transit 801 South East 23 rd Amarillo, Texas 79102 Dừng trước cửa chính đường 4 (route 4)	Gửi đơn này đến: City of Amarillo PO Box 1971 Amarillo, Texas 79105	
Ngày nhận: _____ Người nhận: _____		

Attachment E – COA Interpreter List

City Interpreter List as of 02/21/2019						
Department	EE #	Name	Language(s)	Phone (ext)	Home Phone	Cell Phone
1110	HUMAN RESOURCES					
		FRAUSTO VIOLA R	SPANISH	X4296		
		MARGIE GONZALES	SPANISH	X6224	N/A	
1120	RISK MANAGEMENT					
		GIBBS MARIA T	SPANISH	X9310	N/A	
1241	CIVIC CENTER PROMOTIONS					
		OWENS HAN	CHINESE/TAIWANESE	X6149	N/A	
1243	CIVIC CENTER OPERATIONS					
		FLORES JESUS M	SPANISH	X4297	N/A	
		MORALES MARIA	SPANISH	X4297		N/A
		TREVINO JERARDO	SPANISH	X4297	N/A	
		SAUCEDO ERICA	SPANISH	X4297		
1260	LIBRARY					
		ESTRADA-GONZALEZ KARIN	SPANISH	381-7931	N/A	
		GOMEZ SAMUEL	SPANISH	378-3054		
		MARTINEZ GUADALUPE	SPANISH	378-3054	N/A	
		MULLIN PATRICK M	SPANISH	X6038		N/A
		SAAVEDRA VERONICA	SPANISH	359-2094	N/A	
		SHAVER SILVIA	SPANISH	806-342-1589	N/A	
1270	AECC					
		FISHER LISA	SPANISH	X9053	N/A	
		GUERRERO ANA R	SPANISH	X9053	N/A	
		HOOD CARLOS	SPANISH	X9051	N/A	
		PEREZ CASSANDRA	SPANISH	X3038		
		AMBURN ATY	LAOTIAN	X3038		
1305	MUNICIPAL COURT					
		BACA DIANE	SPANISH	X6233	N/A	
		JIMENEZ MARIA	SPANISH	X6237		
		LOZANO MIGUEL L	SPANISH	X6233	N/A	
		MERCADO OLIVITH	SPANISH	X6041	N/A	
		RODRIGUEZ ADRIANA	SPANISH	X2166	N/A	
		FLORES IRASEMA	SPANISH	X2174		N/A
		RUIZ GLADYS	SPANISH	X3082		
1315	FINANCE					
		TAO PHUONG Y	VIETNAMESE	X4217		
		ARIAS LAURO M	SPANISH	X3040		
1320	ACCOUNTING					
		ARJON NANCE	SPANISH	X5223		
		MENDEZ MISTY	SPANISH	X6206		
1325	PURCHASING					

		[REDACTED]	CARLILE GLORIA A	SPANISH	X9482	[REDACTED]	[REDACTED]
		[REDACTED]	QUINONEZ MARIA G	SPANISH	X4214	[REDACTED]	[REDACTED]
1415	CAPITOL PROJECTS AND DEVELOPMENT						
		[REDACTED]	DELAGARZA FRED	SPANISH	X6013	[REDACTED]	[REDACTED]
		[REDACTED]	GONZALEZ JUAN JOSE	SPANISH	X6001	N/A	[REDACTED]
		[REDACTED]	SYSOMBATH SYSAVATH	LAOS	X9475	N/A	[REDACTED]
1420	STREET DEPARTMENT						
		[REDACTED]	BALLESTEROS RAMIRO M	SPANISH	X6818	[REDACTED]	N/A
		[REDACTED]	BENAVENTE GERMAN	SPANISH	X6826	N/A	[REDACTED]
		[REDACTED]	ENRIQUEZ ROBERT	SPANISH	X6815	N/A	[REDACTED]
		[REDACTED]	GARCIA ELIGIO D	SPANISH	X6818	[REDACTED]	[REDACTED]
		[REDACTED]	SANDOVAL FELIX	SPANISH	X6818	N/A	[REDACTED]
		[REDACTED]	VALADEZ SAMMY	SPANISH	X6818	N/A	[REDACTED]
		[REDACTED]	ZAMORA JOHNNY J	SPANISH	X6818	N/A	[REDACTED]
		[REDACTED]	ZAVALA ARTURO	SPANISH	X6818	[REDACTED]	[REDACTED]
1431	SOLID WASTE COLLECTION						
		[REDACTED]	ARAGON STEPHEN L	SPANISH	X6818	[REDACTED]	[REDACTED]
		[REDACTED]	ARREDONDO JAIME L	SPANISH	X6800	N/A	[REDACTED]
		[REDACTED]	CABRERA PABLO MURGUIA	SPANISH	X6872	[REDACTED]	N/A
		[REDACTED]	CEDILLO RICARDO	SPANISH	X6888	N/A	[REDACTED]
		[REDACTED]	CERVANTES JUAN	SPANISH	X6813	N/A	[REDACTED]
		[REDACTED]	CHAVEZ JIMMY T	SPANISH	X6881	[REDACTED]	[REDACTED]
		[REDACTED]	FIEL JOHN A	GERMAN	X6887	N/A	[REDACTED]
		[REDACTED]	FUENTES RAMON	SPANISH	X6873	[REDACTED]	[REDACTED]
		[REDACTED]	GARCIA GREGORIO	SPANISH	X6872	[REDACTED]	N/A
		[REDACTED]	GUZMAN JULIAN	SPANISH	X6868	[REDACTED]	N/A
		[REDACTED]	LOZANO GILBERT J	SPANISH	X6868	N/A	[REDACTED]
		[REDACTED]	MARQUEZ GERARDO D	SPANISH	X6812	[REDACTED]	N/A
		[REDACTED]	MARTINEZ RICARDO	SPANISH	X6868	N/A	[REDACTED]
		[REDACTED]	MENDOZA RUDOLPH	SPANISH	X3095	N/A	[REDACTED]
		[REDACTED]	MONTOYA STEVEN R	SPANISH	X6813	[REDACTED]	N/A
		[REDACTED]	RENDON SALVADOR JR	SPANISH	X6872	[REDACTED]	[REDACTED]
		[REDACTED]	RODRIGUEZ JAVIER S	SPANISH	X6813	[REDACTED]	[REDACTED]
		[REDACTED]	RUIZ MARCELO	SPANISH	X6873	N/A	[REDACTED]
		[REDACTED]	SALAS RICKY	SPANISH	X6872	[REDACTED]	[REDACTED]
		[REDACTED]	SALIOVIC MEHO	BOSNIAN	X6812	[REDACTED]	[REDACTED]
		[REDACTED]	SAN MIGUEL GILBERT M	SPANISH	X6888	N/A	[REDACTED]
		[REDACTED]	SANCHEZ MARIO	SPANISH	X6873	N/A	[REDACTED]
		[REDACTED]	VELASQUEZ LUNBERTO	SPANISH	X6888	[REDACTED]	[REDACTED]
		[REDACTED]	YBARRA DAVID	SPANISH	X6818	[REDACTED]	[REDACTED]
1432	SOLID WASTE DISPOSAL						
		[REDACTED]	BAKER ALBERT L	SPANISH	[REDACTED]	[REDACTED]	N/A
		[REDACTED]	CHEN XIONG	CHINESE	[REDACTED]	N/A	[REDACTED]
		[REDACTED]	ESPARZA DANIEL	SPANISH	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	FUENTES DAVID P	SPANISH	[REDACTED]	N/A	[REDACTED]

		LOZA NOEL J	SPANISH	X6814		
		MALDONADO ESTEBAN	SPANISH	806-359-2056		
		STOUT WENDY R	SPANISH	806-359-2056	N/A	N/A
		YNIGUEZ VICENTE	SPANISH	806-359-2056		
1610	POLICE					
		BERMEA JOHNNY J	SPANISH	N/A	N/A	
		BLANCO HUGO A	SPANISH	X3038		SAME
		BRENES GEORGE	SPANISH	X3038	N/A	
		BRIEBSA JR	SPANISH	X3038	N/A	
		GERARDO				
		CABALLERO EDDIE	SPANISH	X3038	N/A	
		CISNEROS ROBERTO C	SPANISH	X3038		
		CRUZ CHRISTOPHER	SPANISH	X3038	N/A	
		DELFIERRO VICTOR H	SPANISH	X3038		
		FINSTERWALD CALEB J	SPANISH	806-278-0085	N/A	
		GARCIA DANISSE	SPANISH	X3038	N/A	
		GARCIA OSCAR M	SPANISH	X9405	N/A	
		GUERRERO JUAN P	SPANISH	X4256		N/A
		MARTINEZ MIKE	SPANISH	X4006		
		MORENO PATRICIA	SPANISH	X3084		
		MUSSYAL ROBERT JR	FARSI/SPANISH	X4231		
		PALACIOS CYNTHIA L	SPANISH	N/A	N/A	
		PEREZ CARLOS G	SPANISH	X2339		
		PEREZ DANNY	SPANISH	X4267		
		PONCE DAVID	SPANISH	X3076	N/A	
		QUILES NORMA	SPANISH	N/A	N/A	
		RAMIREZ ANDRES	SPANISH	N/A	N/A	
		RIVAS JOSE A	SPANISH	X4256		N/A
		SOTO RAYMOND	SPANISH	X3038		
1640	CIVILIAN PERSONNEL					
		ALLANTE MARIANNE	SPANISH	X9452	N/A	
		AYALA LIZETH F	SPANISH	X6177	N/A	
		BRUSH ANGIE	SPANISH	X9463	N/A	
		LUANGLATH VAHNL	LAOTIAN	X6168		
		MARTNEZ LIZETH F	SPANISH	X6177	N/A	
		RUIZ MARTHA	SPANISH	X9400	N/A	
1710	ANIMAL MANAGEMENT & WELFARE					
		CHAVEZ RAYMOND P	SPANISH	X6033	N/A	
		RIVAS FLORITA	SPANISH	X6033	N/A	
		YARA ELISA	SPANISH	X6033		
		ZAMORA RAUL	SPANISH	X9032		
		Cervantes-Anaya, Sara	SPANISH	X6033		
1732	TRAFFIC FIELD OPERATIONS					
		RAMIREZ MICHELLE R	SPANISH	X6800	N/A	
		URUMOVIC NEDELJKO	SERBIAN	335-1671	N/A	
1740	BUILDING SAFETY					
		CAIRE SANJUANA DELIA	SPANISH	X36036		

		[REDACTED]	MATA MARTHA	SPANISH	X4237	N/A	[REDACTED]
		[REDACTED]	PACHECO MARTHA	SPANISH	X9032	[REDACTED]	[REDACTED]
		[REDACTED]	RANGEL LUPE	SPANISH	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	TORRES MARISA	SPANISH	X3006	[REDACTED]	[REDACTED]
			1750 ENVIRONMENTAL HEALTH				
		[REDACTED]	SUHL LINDA	AMERICAN SIGN LANGUAGE	X5281	[REDACTED]	[REDACTED]
1761			TRANSIT FIXED ROUTE				
		[REDACTED]	ALEMAN ABDIEL	SPANISH	X3095	[REDACTED]	[REDACTED]
		[REDACTED]	ARRIAGA SIMON	SPANISH	X3095	N/A	[REDACTED]
		[REDACTED]	BARRERA AURELIO	SPANISH	X6844	[REDACTED]	[REDACTED]
		[REDACTED]	CARTAGENA CARLOS	SPANISH	X3095	[REDACTED]	[REDACTED]
		[REDACTED]	CHAVEZ CARLOS	SPANISH	X3095	[REDACTED]	N/A
		[REDACTED]	CRUZ RAMON JR	SPANISH	X3095	N/A	[REDACTED]
		[REDACTED]	GONZALES NORMA	SPANISH	X6860	N/A	[REDACTED]
		[REDACTED]	LEMLEY CHRISTINE	SPANISH	X6863	N/A	[REDACTED]
		[REDACTED]	LOMELI VICTOR	SPANISH	X6844	[REDACTED]	[REDACTED]
		[REDACTED]	MARTINEZ RUTH IMELDA	SPANISH	X3095	[REDACTED]	[REDACTED]
		[REDACTED]	MORALES MARY Y	SPANISH	X3095	N/A	[REDACTED]
		[REDACTED]	PAJIC PETAR	BOSNIAN	X3095	[REDACTED]	[REDACTED]
		[REDACTED]	RIVERA EDUVIGES	SPANISH	X3095	N/A	[REDACTED]
		[REDACTED]	ROSALES REFUGIO	SPANISH	X3095	N/A	[REDACTED]
		[REDACTED]	SISTOV MIROSLAV	BOSNIAN & CROATIAN	X3095	N/A	[REDACTED]
		[REDACTED]	ZAMORA LUIS	SPANISH	X3095	N/A	[REDACTED]
1762			TRANSIT DEMAND RESPONSE				
		[REDACTED]	ABBAY DOUGLAS	AKAN,EWE GHANA,GA	X4297	806-376-6758	[REDACTED]
		[REDACTED]	MARTINEZ JUAN A	SPANISH	X3095	[REDACTED]	[REDACTED]
		[REDACTED]	RAMOS MARIA	SPANISH	X3095	[REDACTED]	[REDACTED]
1763			TRANSIT MAINTENANCE				
		[REDACTED]	PORTILLO LUIS	SPANISH	X6858	N/A	[REDACTED]
		[REDACTED]	SOLIS RUBEN	SPANISH	X6858	[REDACTED]	[REDACTED]
1850			PARKS REC PROGRAM				
		[REDACTED]	BACA WENDY	SPANISH	X6008	N/A	[REDACTED]
		[REDACTED]	PEREZ, ELIZABETH	SPANISH	X3069	N/A	[REDACTED]
		[REDACTED]	PORRAS ANDREW	SPANISH	X6007	N/A	[REDACTED]
		[REDACTED]	SAUCEDO PEDRO	SPANISH	X9034	N/A	[REDACTED]
1861			PARKS MAINTENANCE				
		[REDACTED]	VALLES GABRIELLA	SPANISH	X6856	N/A	[REDACTED]
			1910 FIRE OPERATIONS				
		[REDACTED]	JUSTUS JEFF	SPANISH	X9360	[REDACTED]	N/A
		[REDACTED]	MEZA DANNIE	SPANISH	X9360	N/A	[REDACTED]
		[REDACTED]	GRIEGO JOHN	SPANISH	X9360	N/A	[REDACTED]
1930			FIRE MARSHAL				
		[REDACTED]	DIAZ JACOB	SPANISH	X3512	N/A	[REDACTED]
20210			HOUSING ASSISTANCE				
		[REDACTED]	MIRELES VANESSA	SPANISH	X3098	[REDACTED]	[REDACTED]

20310	HOME ADMINISTRATION						
		[REDACTED] MARTINEZ MICHELLE	SPANISH	X9319	[REDACTED]	[REDACTED]	
20910	COURT SECURITY						
25012	REFUGEE HEALTH	[REDACTED] RUIZ ROBERT	SPANISH	X6232	N/A	[REDACTED]	
		[REDACTED] MANG JOYCE	BURMESE, TEDIM, Z OMI	X6338	[REDACTED]	N/A	
25013	IMM/LOCALS						
		[REDACTED] KING IDA	SPANISH	X6301	[REDACTED]	N/A	
		[REDACTED] LOYA BEATRICE	SPANISH	X6325	[REDACTED]	N/A	
		[REDACTED] MAYBERRY ALICE O	SPANISH	X6350	N/A	[REDACTED]	
25014	HIV PREVENTION						
		[REDACTED] JIMENEZ MONIQUE	SPANISH	X6346	N/A	[REDACTED]	
		[REDACTED] NERIOS MARCUS R	SPANISH	X6345	[REDACTED]	[REDACTED]	
25015	CORE PUBLIC HEALTH						
		[REDACTED] BARBER MAYRA	SPANISH	X6300	N/A	[REDACTED]	
		[REDACTED] ROYBAL LAURIE A	SPANISH	X6332	N/A	[REDACTED]	
52100	UTILITIES OFFICE						
		[REDACTED] CARBAJAL MARIA I	SPANISH	X3079	[REDACTED]	N/A	
		[REDACTED] CASTRO EVANGELINE	SPANISH	X6246	N/A	[REDACTED]	
		[REDACTED] ESTRADA DANIA	SPANISH	X6252	[REDACTED]	[REDACTED]	
		[REDACTED] GUERRA TERESA	SPANISH	X6252	[REDACTED]	[REDACTED]	
		[REDACTED] HAMMONDS, SHAWNA	AMER. SIGN LANGUAGE	X6251	N/A	[REDACTED]	
		[REDACTED] HERNANDEZ LAURA	SPANISH	X3078	N/A	[REDACTED]	
		[REDACTED] LOPEZ-RODRIQUEZ SONINA	SPANISH	X6245	N/A	[REDACTED]	
		[REDACTED] MEZA CAROLYN	SPANISH	X9344	N/A	[REDACTED]	
		[REDACTED] NAJERA MARTHA A	SPANISH	X6252	[REDACTED]	[REDACTED]	
		[REDACTED] PEREZ YESENIA	SPANISH	X6059	N/A	[REDACTED]	
		[REDACTED] TINOCO MARIBEL	SPANISH	X3075	N/A	[REDACTED]	
52110	DIRECTOR OF UTILITIES						
		[REDACTED] SYSOMBATH SYSAVATH	LAOTIAN	X9475	N/A	[REDACTED]	
52210	WATER TRANSMISSION						
		[REDACTED] MANUEL BLEA	SPANISH	X3019	N/A	[REDACTED]	
		[REDACTED] MADRID JR ANTONIO	SPANISH	X3019	[REDACTED]	N/A	
		[REDACTED] JOSE SOTELO	SPANISH	378-3019	[REDACTED]	N/A	
52220	SURFACE WATER TREATMENT						
		[REDACTED] CRUZ CONSUELO	SPANISH	X3019	[REDACTED]	N/A	
		[REDACTED] MADRID ROSENDO	SPANISH	X3019	[REDACTED]	[REDACTED]	
		[REDACTED] SANDOVAL PHILIP	SPANISH	X3019	N/A	[REDACTED]	
52230	WATER DISTRIBUTION						
		[REDACTED] ARCOS ARTURO	SPANISH	X6826	N/A	[REDACTED]	
		[REDACTED] ARENAS HERMAN	SPANISH	X6826	[REDACTED]	N/A	
		[REDACTED] BERGARA JUAN	SPANISH	X6824	[REDACTED]	[REDACTED]	
		[REDACTED] BUSTOZ JASE	SPANISH	X6826	N/A	[REDACTED]	

		[REDACTED]	DURINICK LUCILA	SPANISH	X6824	N/A	[REDACTED]
		[REDACTED]	DURR BROOKE	SIGN LANGUAGE	X6826	N/A	[REDACTED]
		[REDACTED]	GARCIA EDWIN A	SPANISH	X6829	[REDACTED]	[REDACTED]
		[REDACTED]	GARCIA MANUEL D	SPANISH	X6947	[REDACTED]	[REDACTED]
		[REDACTED]	GRIEGO RYAN	SPANISH	X6824	N/A	[REDACTED]
		[REDACTED]	HERNANDEZ JUAN	SPANISH	X6828	N/A	[REDACTED]
		[REDACTED]	HERNANDEZ MANNY	SPANISH	X6824	N/A	[REDACTED]
		[REDACTED]	MORALES BEN	SPANISH	X6826	N/A	[REDACTED]
		[REDACTED]	MURGUIA ELIAS	SPANISH	X6947	N/A	[REDACTED]
		[REDACTED]	PEREZ ALBERTO	SPANISH	X6824	N/A	[REDACTED]
		[REDACTED]	RAMIREZ MARCO	SPANISH	X6824	N/A	[REDACTED]
		[REDACTED]	RUIZ JUAN	SPANISH	X6826	N/A	[REDACTED]
		[REDACTED]	TERRAZAS JONATHAN	SPANISH	X6948	N/A	[REDACTED]
		[REDACTED]	VENEGAS MARCO	SPANISH	X6945	N/A	[REDACTED]
52240	WASTE WATER COLLECTION						
		[REDACTED]	BACA MICHAEL E	SPANISH	X6830	N/A	[REDACTED]
		[REDACTED]	CABALLERO EDUARDO	SPANISH	X6830	N/A	[REDACTED]
		[REDACTED]	CAMPOS EVARISTO	SPANISH	N/A	N/A	[REDACTED]
		[REDACTED]	CARRERA SALVADOR	SPANISH	X6824	[REDACTED]	[REDACTED]
		[REDACTED]	CHACON CESAR I	SPANISH	X6826	N/A	[REDACTED]
		[REDACTED]	CHAVEZ ANTHONY	SPANISH	X6830	N/A	[REDACTED]
		[REDACTED]	DAVILA JESE	SPANISH	X6830	N/A	[REDACTED]
		[REDACTED]	GARCIA RUBEN D	SPANISH	X6830	[REDACTED]	[REDACTED]
		[REDACTED]	GARCIA TOM	SPANISH	X6852	N/A	[REDACTED]
		[REDACTED]	GARZA ROLANDO	SPANISH	x6830	N/A	[REDACTED]
		[REDACTED]	GAUNA ROBERT M	SPANISH	X6830	N/A	[REDACTED]
		[REDACTED]	HERNANDEZ GABRIEL I	SPANISH	X6830	[REDACTED]	[REDACTED]
		[REDACTED]	IRA JOSE	SPANISH	X6830	[REDACTED]	[REDACTED]
		[REDACTED]	MARTINEZ FABIAN J	SPANISH	X6824	[REDACTED]	[REDACTED]
		[REDACTED]	RIVERO JORGE A	SPANISH	X6830	[REDACTED]	[REDACTED]
		[REDACTED]	VARGAS DANIEL	SPANISH	X6830	N/A	[REDACTED]
52260	RIVER ROAD WATER RECLAMATION						
		[REDACTED]	CARRILLO PETRA	SPANISH	381-7905	N/A	[REDACTED]
		[REDACTED]	MARTINEZ DAVID	SPANISH	381-7905	N/A	[REDACTED]
		[REDACTED]	MINJAREZ JUAN	SPANISH	381-7905	[REDACTED]	[REDACTED]
		[REDACTED]	VASQUEZ JORGE ALBERTO	SPANISH	381-7905	N/A	[REDACTED]
52270	HOLLYWOOD ROAD WASTE WATER TRE						
		[REDACTED]	BOCANEGRA ALDO	SPANISH	622-0722	[REDACTED]	[REDACTED]
		[REDACTED]	DIAZ JESUS T	SPANISH	622-0722	[REDACTED]	N/A
		[REDACTED]	FERREL STEPHEN L	SPANISH	622-0722	[REDACTED]	N/A
		[REDACTED]	LUNA DANIEL	SPANISH	622-0722	[REDACTED]	[REDACTED]
		[REDACTED]	MORENO KABIR	SPANISH	622-0722	N/A	[REDACTED]
		[REDACTED]	MOYA JOSE	SPANISH	622-0722	N/A	[REDACTED]
		[REDACTED]	PEREZ DAVID	SPANISH	622-0722	[REDACTED]	N/A
		[REDACTED]	QUIROS LUIS	SPANISH	622-0722	[REDACTED]	[REDACTED]
52281	LABORATORY ADMINISTRATION						
		[REDACTED]	CALDWELL CLINTON	SPANISH	3421524	[REDACTED]	[REDACTED]
		[REDACTED]	MOYA MARGARET	SPANISH	342-1557	[REDACTED]	[REDACTED]
		[REDACTED]	SOLIS LORENA	SPANISH	342-1549	[REDACTED]	[REDACTED]

54110	AIRPORT OPERATIONS						
		[REDACTED]	CARRASCO JUAN PABLO	SPANISH	335-1671	[REDACTED]	[REDACTED]
		[REDACTED]	ESTRADA CYNTHIA L	SPANISH	335-1671	N/A	[REDACTED]
		[REDACTED]	HERNANDEZ ELI	SPANISH	335-1671	[REDACTED]	[REDACTED]
		[REDACTED]	JIMENEZ FRANCISCO	SPANISH	335-1671	N/A	[REDACTED]
		[REDACTED]	MARTINEZ JUAN S	SPANISH	335-1671	N/A	[REDACTED]
		[REDACTED]	ROJAS GUADALUPE	SPANISH	335-1671	N/A	[REDACTED]
		[REDACTED]	SEBASTIAN DAVID	SPANISH	806-335-4403	N/A	[REDACTED]
		[REDACTED]	TARANGO SANDRA	SPANISH	335-1671	[REDACTED]	[REDACTED]
56100	DRAINAGE UTILITY						
		[REDACTED]	HERNANDEZ JACK M	SPANISH	X6815	N/A	[REDACTED]
		[REDACTED]	RAMOS DANIEL	SPANISH	X6817	N/A	[REDACTED]
64300	CITY CARE CLINIC						
		[REDACTED]	ARAUJO CECILIA	SPANISH	X9090	N/A	[REDACTED]
		[REDACTED]	LUCERO LORRAINE	SPANISH	X9090	N/A	[REDACTED]

Attachment F – Title VI Approval

City Council Agenda
City Council Minutes
City Council Resolution

Attachment G – Title VI Contact List

Empty Sky Soto/Rinzai
313 Sunset Terrace
Amarillo Texas 79106

Refugee Services of Texas
1101 Fritch Hwy
Amarillo, TX 79108

Our Lady of Vietnam Church
2001 N Grand
Amarillo Texas 79107

Chua Giac Hoa Temple
1714 N Mirror
Amarillo Texas 79107

La Voz Hispana
2801 W Amarillo Blvd
Amarillo Texas 79101

Mensajero News
2430 SW 8th Ave
Amarillo Texas 79106

The News Group Amarillo Depot
8375 E Amarillo Blvd
Amarillo Texas 79107

Amarillo City Council

Agenda Transmittal Memo



E

Meeting Date	December 17, 2019	Council Priority	Economic Development and Redevelopment
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

CONSIDER SALE OF CITY OWNED PROPERTY – FORMER FIRE STATION NO. 3 LOCATED AT 6009 ESTACADO LANE

This item authorizes the City Manager to execute a contract and other necessary documents for the sale of former Fire Station No. 3 located at 6009 Estacado Lane. The sales price for this property is \$165,000 minus closing costs.

Agenda Item Summary

In September of this year, the City executed a listing agreement with Gaut Whittenburg Emerson to list for sale the former Fire Station No. 3 located at 6009 Estacado Lane. The 5,063 square foot building sitting on approximately .52 acres was listed at \$175,000.

This property was identified by city staff as surplus property likely to receive a competitive offer, if listed. By selling the property, the city will use the funds to defray expenses associated with construction of the new fire stations approved by the 2016 bond election. It would also bring in new property tax revenue by placing it back on the tax rolls.

The City received interest from multiple parties. The highest offer to purchase the property is from RC Investments, Inc. The purchase price is \$165,000 minus closing costs.

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented



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. 2018

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

Seller: City of Amarillo

Address: PO Box 1971, Amarillo, TX 79105-1971

Phone: _____ E-mail: _____

Fax: _____ Other: _____

Buyer: RC Investments Inc.

Address: 7000 SW 45th Ave Ste 5, Amarillo, TX 79109-5002

Phone: (806)354-9660

E-mail: rogerc@cisonic.com

Fax: _____ Other: _____

2. **PROPERTY:**

- A. "Property" means that real property situated in Randall County, Texas at 6009 Estacado Lane Amarillo, Texas (address) and that is legally described on the attached Exhibit _____ or as follows: Lot 6 Block 6 Meadow Addition #1 (6009 Estacado Ln

- 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: see special provisions

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 \$ 165,000.00

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

C. Sales price (sum of 3A and 3B) \$ 165,000.00

(TXR-1801) 4-1-18

Initialed for Identification by Seller _____ and Buyer RC _____

Page 1 of 14

Coldwell Banker First Equity - Corporate, 5701 Time Square Blvd., Suite 190 Amarillo, TX 79119
Tom Raller

Phone: (806) 354-3500
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Fax: (806) 356-4077

6009 Estacado Ln

Commercial Contract - Improved Property concerning _____

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:** The delivery of 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 \$ \$2,500.00 as earnest money with American Land Title (title company) at 620 Taylor Suite 104 Amarillo, Tx (address) LaDonna 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 _____ 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 40 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 10 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: As Is

- 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 Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. 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 period of an additional _____ days by depositing additional earnest money in the amount of \$ _____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit 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 5 days after the effective date, Seller will deliver to Buyer: *(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 n/a 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

Cooperating Broker: Coldwell Banker Commercial

Agent: Aaron Emerson

Agent: Tom Roller

Address: 600 S Tyler Suite 101

Address: 5701 Time Square Blvd Suite

Amarillo, Texas 79101

Amarillo, Texas 79119

Phone & Fax: (806)373-3111

Phone & Fax: (806)356-4077

E-mail: aaron@gwamarillo.com

E-mail: troller1972@outlook.com

License No.: _____

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:

☒ 3.000 % of the sales price.☐

Cooperating Broker a total cash fee of:

☒ 3.000 % of the sales price.☐

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

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

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

10. CLOSING:

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

(1) ☒ 20 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.)*

Seller will remove all personal property, outdoor storage containers and any other property owned by the seller.

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.
- 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, or sent by 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.
- 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); and
 - ☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509); and
 - ☐ (12) _____

(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 legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

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

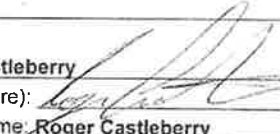
25. ADDITIONAL NOTICES:

- 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.
- J. 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."
- 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: <u>City of Amarillo</u>	Buyer: <u>RC Investments Inc.</u>
By: _____	By: <u>Roger Castleberry</u>
By (signature): _____	By (signature): 
Printed Name: _____	Printed Name: <u>Roger Castleberry</u>
Title: _____	Title: <u>Pres</u>
By: _____	By: _____
By (signature): _____	By (signature): _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

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



Meeting Date	December 17, 2019	Council Priority	Economic Development and Redevelopment
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

CONSIDER SALE OF CITY OWNED PROPERTY – APPROXIMATELY 1.07 ACRES OF LAND LOCATED ADJACENT TO FORMER FIRE STATION NO. 3 LOCATED AT 6009 ESTACADO LANE

This item authorizes the City Manager to execute a contract and other necessary documents for the sale of approximately 1.07 acres of land located adjacent to former Fire Station No. 3 located at 6009 Estacado Lane. The sales price for this property is \$142,500 minus closing costs.

Agenda Item Summary

In September of this year, the City executed a listing agreement with Gaut Whittenburg Emerson to list for sale approximately 1.07 acres of land located adjacent to former Fire Station No. 3 located at 6009 Estacado Lane. The land was listed at \$140,000.

This property was identified by city staff as surplus property likely to receive a competitive offer, if listed. By selling the property, the city will use the funds to defray expenses associated with construction of the new fire stations approved by the 2016 bond election. It would also bring in new property tax revenue by placing it back on the tax rolls.

The City received interest from multiple parties. The highest offer to purchase the land is from RC Investments, Inc. The purchase price is \$142,500 minus closing costs.

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented



COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Amarillo

Address: PO Box 1971, Amarillo, TX 79105-1971

Phone: _____ E-mail: _____

Fax: _____ Other: _____

Buyer: RC Investments Inc.

Address: 7000 SW 45th Ave Ste 5, Amarillo, TX 79109-5002

Phone: (806)354-9660 E-mail: rogerc@cisonic.com

Fax: _____ Other: _____

2. **PROPERTY:**

- A. "Property" means that real property situated in Randall County, Texas at 0 Bell Street (address)

and that is legally described on the attached Exhibit _____ or as follows:

Sect 30 BS & F Block 9, Irreg TR Beg 257.35 ft W & 1557.8 ft N of SE Cor of Sect (42,002 sq ft approx); N 50 ft of Lot 8 Block 6 Meadow Addn (5000 sq ft approx)

- 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: see special provisions
- 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 \$ 142,500.00
- B. Sum of all financing described in Paragraph 4 \$ _____
- C. Sales price (sum of 3A and 3B) \$ 142,500.00

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Initialed for Identification by Seller _____ and Buyer RC

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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: The delivery of 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 \$ \$2,500.00 as earnest money with American Land Title (title company) at 620 Taylor Suite 104 Amarillo, Tx (address) LaDonna 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 _____ 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.

Commercial Contract - Improved Property concerning 0 Bell Street

B. Survey: Within 40 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 10 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: As Is

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 Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. 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 period of an additional _____ days by depositing additional earnest money in the amount of \$ _____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit 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 5 days after the effective date, Seller will deliver to Buyer: *(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 n/a 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

Cooperating Broker: Coldwell Banker Commercial

Agent: Aaron Emerson

Agent: Tom Roller

Address: 600 S Tyler Suite 101

Address: 5701 Time Square Blvd Suite

Amarillo, Texas 79101

Amarillo, Texas 79119

Phone & Fax: (806)373-3111

Phone & Fax: (806)356-4077

E-mail: aaron@gwamarillo.com

E-mail: troller1972@outlook.com

License No.: _____

License No.: _____

Principal Broker: (Check only one box)

☒ represents Seller only.

☐ represents Buyer only.

☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

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

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

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

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

Commercial Contract - Improved Property concerning 0 Bell Street

Principal Broker a total cash fee of:
☒ 3.000 % of the sales price.
☐

Cooperating Broker a total cash fee of:
☒ 3.000 % of the sales price.
☐

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

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

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

10. CLOSING:

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

(1) ☒ 20 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.)*

Seller will remove all personal property, outdoor storage containers and any other property owned by the seller.

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.
- 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;

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- (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, or sent by 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.
- 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); and
 - ☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509); and
 - ☐ (12) _____

Commercial Contract - Improved Property concerning 0 Bell Street

(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 legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receives 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*).

(TXR-1801) 4-1-18

Initialed for Identification by Seller _____ and Buyer RC _____

Page 12 of 14

- 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.
- J. 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."
- 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: City of Amarillo

Buyer: RC Investments Inc.

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

By: Roger Castleberry
By (signature): 
Printed Name: Roger Castleberry
Title: Pres

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

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

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: _____



November 25, 2019

BOARD OF TRUSTEES

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Higgins, Texas

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Executive Director
Mellisa Talley

Mayor Ginger Nelson
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105

Dear Mayor Nelson:

Texas Panhandle Centers is one of thirty-nine community centers in Texas. TPC provides services to residents of the upper twenty-one counties of the Panhandle with approximately 10,000 persons each year receiving care.

TPC operates under the direction of a nine-member Board of Trustees, five representing Potter and Randall counties and cities, and the other four representing the remaining nineteen counties and cities. The City of Amarillo has three designated representatives on the Board. One of these City of Amarillo positions was currently held by Dr. Sam Reeves who recently tendered his resignation from the Board due to health related reasons.

On behalf of the Board of Trustees, it is my pleasure to request that you and the City Commission consider the appointment of Mr. Jerry Don Williams to our Board. Mr. Williams currently serves as Chair of TPC's Planning & Network Advisory Committee. He is the Executive Vice President, COO and CFO of First Bank Southwest. He is a native of the Texas Panhandle. He grew up in Perryton, Texas, received his BBA in Finance from West Texas State University and began his career at First Bank Southwest shortly thereafter. He currently resides in Amarillo is married, has four children and three grandchildren. We believe that Mr. Williams would represent the City of Amarillo well. Mr. William's appointment would fill the unexpired term of Dr. Reeves.

Should you and your respective Commissioners Court approve the appointment, please confirm such in a letter or with a copy of the meeting minutes. If you need additional information about Mr. Williams, you may call me at (806) 351.3206.

Sincerely,

Mellisa Talley
Executive Director

cc: Jerry Don Williams
Judge Willis Smith, Chair, TPC Board of Trustees