AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON DECEMBER 13, 2022, AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

INVOCATION: Davlyn Duesterhaus, BSA Health System Chaplin

PROCLAMATIONS: "Northside Toy Drive Day"

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

AGENDA

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

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

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

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

   A. **CONSIDER APPROVAL – MINUTES**:
      (Contact: Stephanie Coggins, City Secretary)

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

   B. **CONSIDERATION OF ORDINANCE NO. 8032**:
      (Contact: Andrew Freeman, Assistant City Manager)

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

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

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

D. **CONSIDER APPROVAL – APPOINTMENT OF MEMBERS TO PINNACLE PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD**:
(Contact: Justin Oppel, Development Customer Service Coordinator)

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

E. **CONSIDER APPROVAL – FISCAL AGENT AGREEMENT**:
(Contact: Laura Storrs, Assistant City Manager)
Award to: Transformation Park

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

F. **CONSIDER APPROVAL – CHANGE ORDER NO. 1 FOR CONSTRUCTION OF ARDEN ROAD 1**
(Contact: Kyle Schniederjan, Director of Capital Projects and Development Engineering)
Award to: Williams Ditching, LLC

Original Contract Amount:	$5,085,174.39
Current Change Order No. 1:	$ 90,992.53
Revised Contract Amount:	$5,176,166.92

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

G. **CONSIDER AWARD – PBX PHONE SYSTEM ANNUAL SUPPORT AND MAINTENANCE CONTRACT**:
(Contact: Missy Tucker, Director of Information Technology)
Award to: ConvergeOne - $94,666.56 (DIR Contract DIR-TSO-4308)

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

H. **CONSIDER AWARD – WATER MAIN REPLACEMENT AND RAILROAD REMOVAL**:
(Contact: Kyle Schniederjan, Director of Capital Projects and Development Engineering)
Award to: Amarillo Utility Contractors - $2,228,885.50

This item considers the award of a construction contract for a 12" water main replacement, along SE 5th Ave, Arthur St., SE 9th Ave., Grant St. and across Burlington Northern Santa Fe right-of-way, and railroad removal.

I. **CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND CONSTRUCTION PHASE SERVICES OF SE 10TH AVENUE STREETSCAPE FROM ARTHUR STREET TO ROSS STREET**:
(Contact: Kyle Schniederjan, Director of Capital Projects and Development Engineering)
Award to: Kimley-Horn and Associates, Inc. – Not to exceed $694,100.00

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

J. **CONSIDER AWARD – CONTRACT FOR CONSTRUCTION AND INSTALLATION OF FRAMES, DOORS, AND HARDWARE IN THE AMARILLO POLICE DEPARTMENT**:
(Contact: Jerry Danforth, Facilities Director)
Award to: Tri-State General Contracting Group, Inc. - $55,102.97 (Sourcewell Contract TX-PH-GC-101619-JRT)

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

K. **CONSIDER AWARD – ANNUAL SUPPLY AGREEMENT FOR ANTI-ICING AND DEICING CHEMICALS**:
(Contact: Michael Conner, Director of Aviation)
Award to: Cryotech De-icing Technology – Not to exceed $125,000.00

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

L. **CONSIDER APPROVAL – ANNUAL CONTRACT FOR TREE MANAGEMENT & MAINTENANCE SERVICES**:
(Contact: Michael Kashuba, Parks and Recreation Director)
Award to: Reeder Landscape – Not to exceed $450,000.00

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

M. **CONSIDER PURCHASE – HEAVY EQUIPMENT: TRACKED SKID LOADER**:
(Contact: Donny Hooper, Public Works Director)
Award to: Western Equipment LLC - $106,290.60

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

N. **CONSIDER PURCHASE – HEAVY EQUIPMENT: STREET SWEEPER**:
(Contact: Donny Hooper, Public Works Director)
Award to: Heil of Texas - $326,135.00 (HGAC Contract SW04-20)

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

O. **CONSIDER PURCHASE – HEAVY EQUIPMENT: TWO CABOVER FRONTLOAD REFUSE TRUCKS**:
(Contact: Donny Hooper, Director Public Works)
Award to: Bruckner Truck Sales - $788,520.00 (HGAC Contract HT06-20)

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

P. **CONSIDER AWARD – GREENWAYS PUBLIC IMPROVEMENT DISTRICT LANDSCAPE MAINTENANCE CONTRACT**:
(Contact: Justin Oppel, Development Customer Service Coordinator)
Award to: Ramirez Lawn & Sprinkler – Not to exceed $200,000.00

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

Q. **CONSIDER PURCHASE – INDUCTIVELY COUPLED PLASMA - OPTICAL EMISSIONS SPECTROMETRY INSTRUMENT**:
(Contact: John Collins, Director of Utilities)
Award to: Award to: Agilent Technologies, Inc - $59,341.46

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

R. **CONSIDER AWARD – DATA INTEGRATION CONTRACT FOR AMARILLO REGIONAL CRIME CENTER (ARCC)**:
(Contact: Shane Chadwick, Police Lieutenant)
Award to: Carahsoft Technology Corp - $750,000.00

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

S. **CONSIDER AWARD – POLICE VEHICLE EQUIPMENT AND UPFITTING SERVICES**:
(Contact: Martin Birkenfeld, Police Chief)
Award to: Defender Supply - $414,987.44

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

T. **CONSIDER PURCHASE – FIREFIGHTING GARMENTS**:
(Contact: Brandon Mason, Deputy Fire Chief)
Award to DACO Fire Equipment - $443,954.00

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

U. **CONSIDER APPROVAL – RENEWAL OF ANNUAL CONTRACT FOR WATER AND SEWER TAPS**:
(Contact: John Collins, Director of Utilities)
Award to - Amarillo Utility Contractors – Not to exceed $200,000.00

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

V. **CONSIDER PURCHASE – LOCAL GOVERNMENT CUSTOMER-FACING ONLINE PAYMENT PORTAL**:
(Contact: Matthew Poston, Director of Finance)
Award to: Paymentus Corporation

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

W. **CONSIDER AWARD – PERSONAL PROTECTIVE EQUIPMENT CLEANING AND REPAIR ANNUAL CONTRACT**:
(Contact: Brandon Mason, Deputy Fire Chief)
Award to: DACO Fire Equipment –Not to Exceed $80,000.00 (Buyboard Contract 603-20)

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

X. **CONSIDER AWARD – SUPPLEMENTARY FILTER RENTAL AGREEMENT FOR HOLLYWOOD ROAD WATER RECLAMATION FACILITY**:
(Contact: John Collins, Director of Utilities)
Award to: Rain for Rent - $82,727.10

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

Y. **CONSIDER APPROVAL – ANIMAL FOOD/FEED ANNUAL SUPPLY AGREEMENT**:
(Contact: Trae Kepley, Purchasing Agent)
Award to: Legend + White Corp – Not to exceed $76,950.00

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

Z. **CONSIDER APPROVAL – NEW FIXED BASE OPERATOR (FBO) OPERATING LEASE AGREEMENT BETWEEN THE CITY OF AMARILLO AND MARCEE PROPERTIES, LLC.**:
(Contact: Michael W. Conner, Director of Aviation)

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

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

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

BB. **CONSIDER AWARD – STREET AND ALLEY PAVEMENT ASSESSMENT**:
(Contact: Donny Hooper, Director of Public Works)
Award to: Roadway Asset Services, LLC - $634,415.00

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

CC. **CONSIDER APPROVAL – PURCHASE OF SMALL ASPHALT PAVING MACHINE (USED)**:
(Contact: Donny Hooper, Director of Public Works)
Award to: Kirby-Smith Machinery, Inc. - $97,465.00 (Buyboard Contract 597-19)

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

DD. **CONSIDER AWARD – CONTRACT FOR EMERGENCY BIOSOLID HAULING AND DISPOSAL**:
(Contact: John Collins, Director of Utilities)
Award to: Republic Services – Not to exceed $200,000.00

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

EE. **CONSIDER AWARD – CONTRACT TO REMOVE EXCESS SLUDGE FROM HOLLYWOOD ROAD WASTEWATER TREATMENT FACILITY**:
(Contact: John Collins, Director of Utilities)
Award to: Allen's Tri-State Mechanical, Inc. - $66,990.00

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

FF. **CONSIDER APPROVAL – PERMANENT EASEMENT AND SURFACE DAMAGE AND RESTORATION AGREEMENT BY AND BETWEEN JOHN NEUSCH ET AL AND THE CITY OF AMARILLO**:
(Contact: Chris Ray, Resource Administrator)

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

GG. **CONSIDER APPROVAL – PERMANENT EASEMENT SURFACE DAMAGE AND RESTORATION AGREEMENT BY AND BETWEEN KEVIN & GAYLE NEUSCH AND THE CITY OF AMARILLO**:
(Contact: Chris Ray, Resource Administrator)

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

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

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

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

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

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

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

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

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

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

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

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

MM. **CONSIDER AWARD – ANNUAL CONTRACT FOR 3-YARD DUMPSTER LIDS & DUMPSTER BOTTOMS**:
(Contact: Donny Hooper, Director of Public Works)
Award to: Impact Plastics - $200,500.00 (Line1- 1,000 Dumpster Bottoms)
Technology Plastics - $21,250.00 (Line 2- 1,000 Dumpster Lids)

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

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

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

OO. **CONSIDER PURCHASE – FEDERAL OUTDOOR WARNING SIRENS FOR POTTER AND RANDALL COUNTIES**:
(Contact: Max Dunlap, Acting Director of Emergency Management)
Award to: Federal Signal - $188,100.13 (TIPS Contract 220105)

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

PP. **PERMANENT EASEMENT AND SURFACE DAMAGE AND RESTORATION AGREEMENT BY AND BETWEEN DUANE ZORTMAN AND THE CITY OF AMARILLO**:
(Contact: Chris Ray, Resource Administrator)

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

QQ. **CONSIDER AWARD – SECURITY CAMERA PACKAGE FOR THE NEW TRANSIT MULTIMODAL TERMINAL LOCATED AT 6TH AVENUE & BOWIE ST IN AMARILLO, TEXAS**:
(Contact: Jerry Danforth, Facilities Director)
Award to: Graybar -- $63,319.45

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

3. NON-CONSENT ITEMS:

A. **CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND JAX TRANSPORT, LLC**:
(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item considers the approval of a Location Incentive Agreement (LIA) between Amarillo Economic Development Corporation (AEDC) and Jax Transport, LLC (JAX). Under the LIA, AEDC will provide Jax $3,000,000.00, paid out over 5 years and based on a 10-year performance term, for the creation of up to 200 jobs, and AEDC will reimburse Jax for $300,000.00 toward the cost of the new facility as the funds are expended.

B. **CONSIDERATION OF RESOLUTION NO.12-13-22-3**:
(Contact: Carter Estes, Assistant to the Mayor)

This item considers a resolution establishing a sister-city relationship with the city of Dnipro, Ukraine.

C. **CONSIDERATION OF ORDINANCE NO. 8034**:
(Contact: Anthony Spanel, Environmental Health Director)

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

D. **CONSIDERATION OF ORDINANCE NO. 8035**:

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

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

E. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8036**:
(Contact: Brady Kendrick, Planner II)

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

F. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8037**:
(Contact: Brady Kendrick, Planner II)

This item is a public hearing and first reading to consider an ordinance appealing the decision by the Amarillo Planning and Zoning Commission to deny the request for the vacation of a 0.10 acre public Right-of-way (alley), located between Lot 3-A and Lot 3-B, Block 72, Replat of Lot 3, Block 72 Ridgecrest Unit No. 14, an addition to the City of Amarillo, in Section 7, Block 9, B.S.&F. Survey, Randall County, Texas. (VICINITY: SW 45th Ave. and Teckla Blvd.; APPLICANT/S: Che Shadle for Opportunity Sky Capital, LLC.)

G. **CONSIDER APPROVAL – LAND DEDICATION**:
(Contact: Brady Kendrick, Planner II)

This item considers the Dedication of a 3,399 square foot tract of land for Public right-of-way purposes (alley) being a portion of Lot 3D, Block 72, Replat of Lot 3, Block 72, Ridgecrest Unit No. 14, an addition to the City of Amarillo, in Section 7, Block 9, B.S.&F. Survey, Randall County, Texas. (VICINITY: SW 45th Ave. and Teckla Blvd.; APPLICANT/S: Che Shadle for Opportunity Sky Capital, LLC.)

H. **CONSIDER APPROVAL – DISTRIBUTION OF AMERICAN RESCUE PLAN ACT FUNDING FOR NONPROFIT SERVICES TO SUPPORT AMARILLO AREA SENIOR CITIZENS**:
(Contact: Michael Kashuba, Director of Parks and Recreation)

This item considers approval to award American Rescue Plan Act funding to recipients of requests submitted through a Request for Applications for Nonprofit Services for Amarillo area senior citizens based on recommendations from the Parks Advisory Board.

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

A. Section 551.071 – Consult with Attorney about pending or contemplated litigation or settlement of same or on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter
    i. Purchase of real property located in the Central Business District.
B. Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position:
    i. Purchase of real property located in the Central Business District.

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

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

I certify that the above notice of meeting was posted on the electronic bulletin board in City Hall, 601 S. Buchanan, Amarillo, Texas, and the City website (www.amarillo.gov) on or before the 9th day of December 2022, at 5:00 p.m. in accordance with the Open Meetings Laws of the State of Texas, Chapter 551, Texas Government Code.

Stephanie Coggins

Stephanie Coggins, City Secretary

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 8th of November 2022 the Amarillo City Council met at 1:00 p.m. for a regular meeting held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

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

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

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

A proclamation for "Municipal Court Week" was read by Mayor Nelson and presented to Donna Knight, Director of Court Services.

PUBLIC ADDRESS

Tim Koetting, not of Amarillo, spoke against Agenda Item No. 3E. Michael Ford, of Amarillo, spoke on public address and Agenda Item No. 4. James Schenck, of Amarillo, spoke on Agenda Items No. 1D, 2K, 3A, 3B, and 4. Kathryn Traves, of Amarillo, spoke for Agenda Item No. 3C. There were no further speakers.

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

A. Review agenda items for regular meeting and attachments;
B. Discuss Solid Waste update;

Andrew Freeman, Assistant City Manager was recognized for obtaining his International City/County Management Association (ICMA) Credentialed Manager designation.

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

C. Discuss City Plan Kick-Off Presentation by MIG
D. Discuss upcoming debt issuances; and
E. Request future agenda items and reports from City Manager.

ITEM 2 – CONSENT ACTION ITEMS:

Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. A motion was made to approve the consent agenda as presented by Mayor Pro Tem Powell, seconded by Councilmember Sauer.

A. **CONSIDER APPROVAL – MINUTES**:
(Contact: Stephanie Coggins, City Secretary)

This item considers approval of the City Council minutes for the regular meeting held on October 25, 2022.

B. **CONSIDERATION OF ORDINANCE NO. 8027**:
(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning a 0.86-acre tract of unplatted land in Section 4, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 3 to Moderate Density District. (VICINITY: Bell St. and Ventura Dr.; APPLICANT/S: Che Shadle on behalf of Nazcon Group LP)

C. **CONSIDERATION OF ORDINANCE NO. 8028**:
(Contact: Martin Birkenfeld, Chief of Police)

This item is a second and final reading to consider an ordinance amending the Amarillo Municipal Code, Chapter 10-4, Article I, to add Sections 10-4-12 through 10-4-14 to create a Police Reserve Force.

D. **CONSIDERATION OF ORDINANCE NO. 8029**:
(Contact: Martin Birkenfeld, Chief of Police)

This item is a second and final reading to consider an ordinance amending the Amarillo Municipal Code, Chapter 10-4, Article II, Section 10-4-23 to allow any city department to benefit from certain unclaimed property held by the Amarillo Police Department.

E. **CONSIDERATION OF ORDINANCE NO. 8030**:
(Contact: Donna Knight, Director of Court Services)

This is a second and final reading of an ordinance amending Amarillo Municipal Code, Chapter 16-5, Sections 16-5-6 and 16-5-7 to reflect the City's changes in paid parking. Section 16-5-24 is also amended to clearly reference insurance requirements for valet services.

F. **CONSIDERATION OF ORDINANCE NO. 8031**:
(Contact: Laura Storrs, Assistant City Manager)

This item is a second and final reading to consider an ordinance regulating parking within the Downtown Parking Garage and amending parking fees.

G. **CONSIDER APPROVAL – TEXAS DEPARTMENT OF TRANSPORTATION ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) GRANT – TxDOT CSJ NO. M23204AMRI**:
(Contact: Michael W. Conner, Director of Aviation)
Grantor: Texas Department of Transportation (TxDOT)
Grant Amount: Up to $50,000.00

This item considers approval of a TxDOT 2022 RAMP grant that is awarded to is to aid state airports with the funding needed for operations/maintenance tasks throughout the year. The RAMP grant will match funds, at 50%, up to $100,000.00 of total project costs. Projects and services are selected based on Airport needs and evaluated for funding eligibility under the General Maintenance guidelines in this grant agreement.

H. **CONSIDERATION OF RESOLUTION NO. 11-08-22-1**:
(Contact: Martin Birkenfeld, Police Chief)

This item considers a resolution authorizing the application for and administration of a bullet-resistant shield grant program award from the Office of the Governor, Public Safety Office.

I. **CONSIDER APPROVAL – LETTER OF CONSENT FOR INTERNATIONAL AEROSPACE COATINGS, INC. (IAC)**:
(Contact: Michael W. Conner, Director of Aviation)

This item considers approval of a letter of consent for International Aerospace Coatings, INC. (IAC) to have a new majority interest in their company by Tiger Infrastructure Partners. IAC has a multi-hangar lease (September 26, 2019) at the Rick Husband Amarillo International Airport to operate an aircraft paint operation, which requires the city's consent.

J. **CONSIDER AWARD - REPLACEMENT OF SIMMS MUNICIPAL BUILDING UNINTERRUPTIBLE POWER SUPPLY (UPS) PROJECT**:
(Contact: Jerry Danforth, Facilities Director)
Award to: Brown Construction Services -- $315,000.00

This item considers the award of a contract for the replacement of the Uninterruptible Power Supply (UPS) located at the Simms Municipal Building. This UPS will replace the existing outdated Liebert UPS system that is currently in operation and will provide emergence battery power backup for the Simms Municipal Building, including 911 Dispatch and the Emergency Operations Center (EOC).

K. **CONSIDER APPROVAL – PROFESSIONAL SERVICES AGREEMENT FOR ADDITIONAL CONSTRUCTION PHASE SERVICES AND MATERIALS TESTING FOR LIFT STATION 32 – PROJECT NO. 521805**:
(Contact: Kyle Schniederjan, Director of Capital Projects Development & Engineering)
Award to: Kimley-Horn and Associates, Inc. – Not to exceed $110,000.00

This item considers approval of a professional services agreement for additional construction phase services, which includes an extension of construction phase services and materials testing for the project. Additional time is needed for the project to be constructed and completed by the contractor.

L. **CONSIDER AWARD – VACCINE ANNUAL CONTRACT**:
(Contact: Casie Stoughton, Director of Public Health)
Award to: Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) - $300,000.00

This item considers the award of an annual supply contract for vaccines needed for clinical services to patients and to fulfill grant deliverables.

M. **CONSIDER AWARD –KRONOS ANNUAL SUPPORT AND MAINTENANCE RENEWAL**:
(Contact: Rich Gagnon, Assistant City Manager and CIO)
Award to: Kronos Incorporated -- $101,859.18

This item considers the award of a one-year renewal for support and maintenance of Kronos hardware and software. Kronos is a time management/tracking platform used by all City employees.

N. **CONSIDER RATIFICATION – SETTLEMENT AGREEMENT**:
(Contact: Bryan McWilliams, City Attorney)

This agenda item ratifies the Settlement Agreement and Release with L.A. Fuller & Sons Construction, Ltd. related to the case styled as City of Amarillo, Texas v. Brandt Engineers Group, Ltd., L.A. Fuller & Sons Construction, Ltd., and Mission Clay Products, LLC.; Cause No. 106315-E-CV pending in the 108th Judicial District Court of Potter County, Texas. Per the agreement, L.A. Fuller and Sons Construction, Ltd., agrees to pay or cause to be paid the total sum of $5, 000,000.00 to the City of Amarillo to settle disputed claims alleged in the aforementioned cause and further authorizes the City Manager to execute the same.

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

Mayor Nelson recessed the meeting at 3:24 p.m. Mayor Nelson resumed the meeting at 3:42 p.m.

ITEM 3 – NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson introduced a public hearing and consideration of an ordinance on the 20-year extension of Tax Increment Reinvestment Zone Number One, City of Amarillo, Texas for tax increment financing purposes pursuant to Chapter 311 of the Texas Tax Code which was originally created in 2006 for a 30-year term. Mr. Freeman presented the item. Mayor Nelson opened a public hearing. Speaking for the item was Beth Duke; speaking on the item were none; and speaking against the item were none. Mayor Nelson closed the public hearing. A motion was made to adopt the below captioned ordinance by Mayor Pro Tem Powell, seconded by Councilmember Smith.

ORDINANCE NO. 8032

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING ORDINANCE NO. 7012 APPROVING A 20 YEAR EXTENSION TO THE ZONE; EXTENDING THE BOUNDARIES; APPROVING CITY PARTICIPATION IN SUCH ZONE; AMENDING THE PROJECT AND FINANCE PLAN FOR TAX INCREMENT REINVESTMENT ZONE NO.1 CITY OF AMARILLO, TEXAS IN ACCORDANCE WITH THE SAME; PROVIDING RATIFICATION, SEVERABILITY, AND REPEALER; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

ITEM 3B: Mayor Nelson introduced a public hearing and consideration of an ordinance on the creation of South Gateway Tax Increment Reinvestment Zone Number Three, City of Amarillo, Texas for tax increment financing purposes pursuant to Chapter 311 of the Texas Tax Code and its benefits to the City and the properties to be included in the Zone, which would be a 1,046-acre Zone located in the area of Interstate Highway 27 and Loop 335. Mr. Freeman presented the item. Mayor Nelson opened a public hearing. Speaking for the item were Matt Griffith and Jimmy Lackey; speaking on the item were none; and speaking against the item were none. Mayor Nelson closed the public hearing. A motion was made to adopt the below captioned ordinance by Mayor Pro Tem Powell, seconded by Councilmember Sauer.

ORDINANCE NO. 8033

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: DESIGNATING A CERTAIN CONTIGUOUS GEOGRAPHIC AREA IN THE CITY OF AMARILLO, TEXAS A "SOUTH GATEWAY TAX INCREMENT REINVESTMENT ZONE NUMBER THREE,

CITY OF AMARILLO, TEXAS"; CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING EFFECTIVE AND TERMINATION DATES FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; AND CONTAINING OTHER MATTERS RELATED TO THE ZONE; PROVIDING A SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.

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

ITEM 3C: Mayor Nelson introduced an item to consider a resolution recognizing SJN Amarillo, or SJNA, as the Recognized Neighborhood Association for the San Jacinto Neighborhood. Emily Koller, Assistant Director of Planning, presented the item. A motion was made to adopt the below captioned resolution by Mayor Pro Tem Powell, seconded by Councilmember Stanley.

RESOLUTION NO. 11-08-22-2
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO RECOGNIZING SJN AMARILLO, OR SJNA, AS THE RECOGNIZED NEIGHBORHOOD ASSOCIATION FOR THE SAN JACINTO NEIGHBORHOOD; PROVIDING FOR A SEVERABILITY CLAUSE AND EFFECTIVE DATE.

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

ITEM 3D: Mayor Nelson introduced an item for the discussion and consideration of all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto. Ms. Storrs and Steven Adams, Specialized Public Finance, presented the item. A motion was made to adopt the below captioned resolution by Mayor Pro Tem Powell, seconded by Councilmember Sauer.

RESOLUTION NO. 11-08-22-3
A RESOLUTION OF THE AMARILLO CITY COUNCIL, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

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

ITEM 4 – EXECUTIVE SESSION:

Mr. Williams advised at 3:31 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) 551.071 – Consult with Attorney about pending or contemplated litigation or settlement of same or on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter: i) In re City of Amarillo, Cause #110998-D-CV. At 4:09 p.m.,

Mayor Nelson recessed the executive session and resumed the regular meeting.

ITEM 3E: Mayor Nelson introduced an item to consider the award of a construction contract for the demolition, site preparation, site security, and construction of a New Transit Multimodal Terminal located at 6th Avenue & Bowie St in Amarillo, Texas. Jerry Danforth, Director of Facilities, presented the item. A motion was made to award a construction contract for the for the demolition, site preparation, site security, and

construction of a New Transit Multimodal Terminal located at 6th Avenue & Bowie St to Tri-State General Contractors Group, Inc. in the amount of $8,661,800.00 contingent upon confirmation from the Federal Transportation Administration approval within a two-week period further finding that delivery of performance will be unduly delayed by failure to make the award promptly by Mayor Pro Tem Powell, seconded by Councilmember Smith.

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

ITEM 3F: Mayor Nelson introduced an item to consider appointments to the City's various boards and commissions for current and upcoming vacancies. Ms. Coggins presented the item. Motions were made, seconded, and voted upon as follows:

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Smith, to reappoint Andrew Hall to the Amarillo Economic Development Corporation Board of Directors for a three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to appoint Helen Burton to the Amarillo Economic Development Corporation Board of Directors for a three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Smith, to reappoint Michelle Bonner to the Amarillo Hospital District Board of Managers for a two-term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to appoint Michael Alexander and Laura Street to the Amarillo Hospital District Board of Managers for a two-term beginning January 1, 2023.

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

A motion was made by Councilmember Sauer, seconded by Councilmember Stanley, to appoint Alexandrea Ybarra to the Animal Management and Welfare Advisory Board to fill the unexpired term of Lynda Smith and serve through December 31, 2023.

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

A motion was made by Councilmember Sauer, seconded by Mayor Pro Tem Powell, to reappoint John Denton, Thomas Devlin, Kevin Golden, and Thomas Hickman to the Airport Advisory Board for an additional three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to appoint Louis Montano to the Airport Advisory Board for a three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to appoint Amy Rainey to the Center City Tax Increment Reinvestment Zone #1 Board of Directors for a two-year term beginning January 1, 2023.

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

A motion was made by Councilmember Sauer, seconded by Mayor Pro Tem Powell, to reappoint Sterling McKinney and Matt Morgan to the Beautification and Public Arts Advisory Board for an additional three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to reappoint Coco Duckworth and Bobby Lee to the Convention and Visitors Bureau for an additional three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Stanley, to extend the term for Alpesh Patel on the Convention Visitors Bureau by one year, to expire December 31, 2025.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to appoint Sherrie Ferguson to the Parks and Recreation Board to fill the unexpired term of Jonathan Grammar and serve through December 31, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Stanley, to appoint John David Terry to the Parks and Recreation Board to fill the unexpired term of Eric Hunter and serve through December 31, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to appoint Skylar Gallop to the Parks and Recreation Board for a three-year term beginning January 1, 2023.

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

A motion was made by Councilmember Sauer, seconded by Mayor Pro Tem Powell, to reappoint Tiffany Podzemny to the Parks and Recreation Board for an additional term beginning January 1, 2023.

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

A motion was made by Councilmember Sauer, seconded by Councilmember Smith, to appoint Lex Graham to the Planning and Zoning Commission to fill an unexpired vacant term and serve through December 31, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Smith, to reappoint James Clemmer and Alison Ramos Pierce to the Advisory Committee for People with Disabilities for an additional three-year term beginning January 1, 2023.

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

A motion was made by Mayor Nelson, seconded by Councilmember Smith, to appoint Joseph Rogers to the Advisory Committee for People with Disabilities for a three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Smith, to appoint Jennifer Potter to the Amarillo Area Public Health Board for a three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Smith, to reappoint Tod Mayfield to the Amarillo-Potter Events Venue District for an additional two-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to reappoint Alan Cox to the Board of Review for Landmarks, Historic Districts, and Downtown Design for an additional three-year term beginning January 1, 2023.

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

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A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Smith, to reappoint William Hallerberg to the Canadian River Municipality Water Authority Board for an additional two-year term that will end July 31, 2024.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to confirm the City Manager's reappointment of Lawrence Walker to the Civil Service Commission for an additional three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Stanley, to reappoint Jeff Bryant (residential builder) and Richard Constancio (architect) to the Construction and Advisory Appeals Commission for an additional three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to reappoint Richard Constancio and Frank Willburn to the Condemnation Appeals Commission for an additional two-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to appoint Dean Frigo (Amarillo Hospital District Board of Managers member) to the Council Audit Committee for a three-year term beginning January 1, 2023.

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

A motion was made by Councilmember Stanley, seconded by Councilmember Smith to appoint Mayor Nelson to the Council Audit Committee for a three-year term beginning January 1, 2023.

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

A motion was made by Councilmember Stanley, seconded by Councilmember Sauer, to reappoint Mayor Pro Tem Powell, Jared Miller, and Laura Storrs to the Council Audit Committee for an additional three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to reappoint Jashmin Patel and Tracy Shea to the East Gateway Tax Increment Reinvestment Zone #2 Board of Directors for an additional two-year term beginning January 1, 2023.

DRAFT

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Stanley, to appoint Amy Hamilton to the First Responders Excellence and Innovation Fund Board for a one-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to reappoint Martin Birkenfeld, Jason Mays, Jared Miller, Ginger Nelson, Howard Smith and Tim Williams to the First Responders Excellence and Innovation Fund Board for an additional one-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to reappoint Shawn Read to the Library Advisory Board for an additional three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to appoint Isaiah Flores to the Pedestrian and Bicycle Safety Advisory Committee for a three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to reappoint Michael Padilla (ex-officio), Steve Rogers and Howard Smith to the Pedestrian and Bicycle Safety Advisory Committee for an additional three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to reappoint Scottie South and Thomas Warren III to the Traffic Advisory Board for an additional two-year term beginning January 1, 2023.

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

A motion was made by Councilmember Stanley, seconded by Councilmember Sauer, to appoint Luis Pena to the Traffic Advisory Board for a two-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to reappoint Linda Brian, Patty Ladd and Jerry Williams to the Texas Panhandle Centers Board for an additional two-year term beginning November 29, 2022, January 1, 2023, and November 29, 2022, respectively.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to reappoint Craig Davis, Paul French, JC Mathis, and Chris Rhynehart to the Zoning Board of Adjustments for an additional two-year term beginning January 1, 2023.

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

A motion was made Councilmember Stanley, seconded by Councilmember Sauer, to appoint Trent Morgan to serve as an alternate on the Zoning Board of Adjustment for a two-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to appoint Luke Austin to the Colonies Public Improvement District Advisory Board to fill the unexpired term of Tracy Byars and serve through December 31, 2024.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to appoint Greg Houlette (homeowner) to the Greenways Public Improvement District Advisory Board for a three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Sauer, to reappoint Kim Dryden (homeowner) to the Greenways Public Improvement District Advisory Board for an additional three-year term beginning January 1, 2023.

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

A motion was made by Mayor Pro Tem Powell, seconded by Councilmember Stanley, to appoint Tammy Swartz (Home Owner Association) to the Quail Creek Public Improvement District Advisory Board for a three-year term beginning January 1, 2023.

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

ITEM 4 – EXECUTIVE SESSION:

Mayor Resumed the Executive session at 5:12 p.m.

Mr. Williams announced that Executive Session was adjourned at 6:02 p.m. and recessed the Regular Meeting.

ATTEST:

Stephanie Coggins, City Secretary

Ginger Nelson, Mayor

DRAFT

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Economic Development/Redevelopment

Department	City Manager's Office	**Contact Person**	Andrew Freeman, Assistant City Manager

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8032:

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

Agenda Item Summary

TIRZ #1 was established in 2006 with the goal of revitalizing Downtown Amarillo by establishing a dedicated revenue stream for facilitating new private investment and the improvement of downtown infrastructure. Over the last few years, the City Council and TIRZ #1 have had regular discussions about the benefits of extending the timeframe of the zone. It is currently set to expire in 2036 but has many outstanding goals yet to be achieved. The following is a recent performance snapshot:

Progress Summary – July 2021

	Current	Goal	% of Goal
Hotel - Rooms	448	1200	37%
Hotel - Investment	65.9MM	67MM	98%
Urban Residential - Units	283	2100	13%
Urban Residential - Investment	16MM	249MM	6%
Office/Commercial/Retail - SF	308,563	1,625,000	19%
Office/Commercial/Retail - Investment	79.6MM	140.9MM	56%
Retail Only - SF	80,000	283,077	28%
Office/Commercial Only - SF	228,563	1,325,000	17%

Sec. 311.007 of the Tax Code has procedures in place allowing for expanding the boundaries or term of an existing Zone. This is done by ordinance of the governing body that originally created the zone, after public hearing and notice is given. Other taxing entities are not required to participate but can do so by written agreement.

Based on past feedback received from City Council and TIRZ #1, staff is recommending the Zone be extended for twenty years to 2056, at a 50% participation rate of the City's tax increment.

Requested Action

Approval of the ordinance

Funding Summary

The City would be deferring $14.6MM in tax revenues to only be invested in the zone.

Community Engagement Summary

Extension of TIRZ #1 has been discussed during multiple meetings of the TIRZ #1 Board (July 8, 2021; February 14, 2019; August 9, 2018) and the City Council most recently discussed on October 26, 2021. City staff has also had preliminary discussions with other taxing entities currently contributing to the Zone.

Staff Recommendation

Staff recommends approval as presented

ORDINANCE NO. 8032

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING ORDINANCE NO. 7012 APPROVING A 20 YEAR EXTENSION TO THE ZONE; EXTENDING THE BOUNDARIES; APPROVING CITY PARTICIPATION IN SUCH ZONE; AMENDING THE PROJECT AND FINANCE PLAN FOR TAX INCREMENT REINVESTMENT ZONE NO.1 CITY OF AMARILLO, TEXAS IN ACCORDANCE WITH THE SAME; PROVIDING RATIFICATION, SEVERABILITY, AND REPEALER; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Amarillo City Council (City Council) desires to continue promoting the process of development or redevelopment of a certain contiguous geographic area in the City of Amarillo (City), which is more specifically described in Ordinance No. 7012, enacted on December 19, 2006, which created Tax Increment Reinvestment Zone #1 (the "Zone") in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and,

WHEREAS, the City Council desires to extend the boundaries of the zone as described in Exhibit "A" and the term of the zone to 2056 at a participation rate of 50% to begin in 2036 in order to continue to enhance and encourage development within the Zone; and,

WHEREAS the City Council finds that said amendments to the Plan: (i) are consistent as possible with the preliminary plan developed for the Zone; (ii) are feasible; and, (iii) conforms to the master plan of the municipality;

WHEREAS on November 8, 2022 a public hearing was conducted by the City Council allowing for reasonable opportunity for (i) all interested persons, or their attorneys, to speak for or against the extension of the Zone, its boundaries or the concept of tax increment financing and (ii) owners of real property in the Zone to protest inclusion of their property in the Zone, as required by Sections 311.003(c) and (d) of the Texas Tax Code;

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

SECTION 1. That the City Council hereby extends the boundaries of the Zone as described by the metes and bounds and depicted by map attached hereto as **Exhibit "A"** and made part of this Ordinance for all purposes in accordance with Chapter 311 of the Texas Tax Code.

SECTION 2. That Ordinance No. 7012, Section 4, is hereby amended in part, to read as follows:

Section 4. Effective Date Of Zone

That the Zone shall take effect upon the adoption of this Ordinance and terminate on the earlier of (i) December 31, ~~2036~~ 2056 or, (ii) at an earlier termination date designated by a subsequent ordinance adopted after the effective date of this Ordinance, or (iii) the date on which all project costs, tax increment bonds and interest on those bonds have been paid in full.

SECTION 3. That Ordinance No. 7012, Section 6, is hereby amended in part, to read as follows:

Section 6. Tax Increment Fund

A tax increment fund for the Zone (**"TIF Fund"**) is hereby created and established. The TIF Fund may be divided into such accounts as may be authorized by subsequent resolution or ordinance of the City ~~Commission~~ Council. The TIF Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Tax Code, plus (ii) one hundred percent (100%) of the City's tax increment until 2036 and then fifty (50%) until the termination of the zone, as defined by Section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment. The TIF Fund shall be maintained in an account at a depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or part from the tax increments; (ii) revenues from the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. TIF Funds will be used solely in accordance with Section 311.014 of the Texas Tax Code.

SECTION 4. That the Project and Finance Plan for Tax Increment Reinvestment Zone #1, City of Amarillo, Texas is hereby amended and approved.

SECTION 5. All other terms and provisions of Ordinance No. 7012 and subsequent amendments not specifically amended hereinabove are hereby ratified and same shall remain in full force and effect as adopted.

SECTION 6. 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. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 8. 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 the 8th day of November, 2022; and PASSED on Second and Final Reading the 13th day of December, 2022.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED TO AS TO FORM:

_____
Bryan McWilliams, City Attorney

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Economic Development/Redevelopment

Department	City Manager's Office	**Contact Person**	Andrew Freeman, Assistant City Manager

Agenda Caption

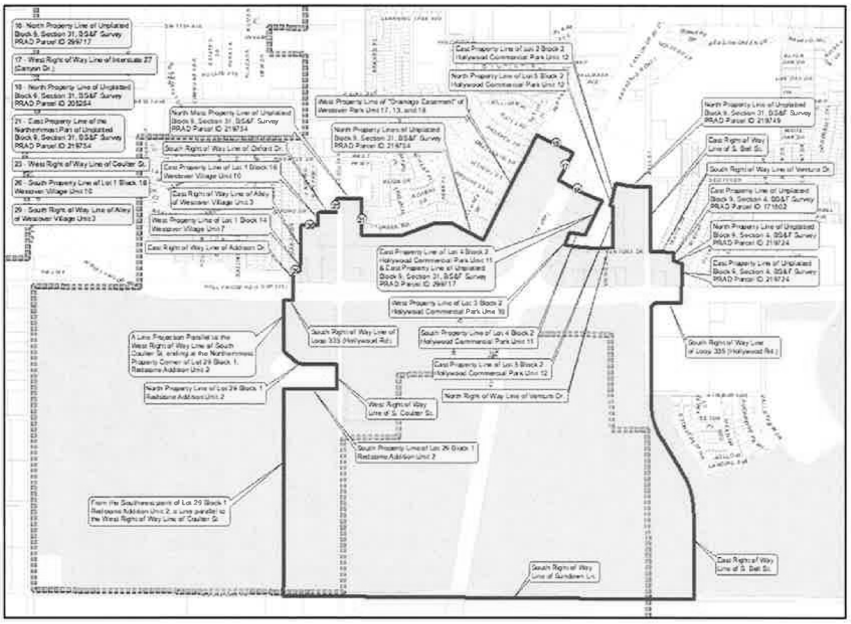
CONSIDERATION OF ORDINANCE NO. 8033:

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

Agenda Item Summary

This item holds a public hearing and considers an ordinance on first reading to establish a 1,046-acre TIRZ for the purposes of addressing infrastructure deficiencies that impede economic growth in the area and to afford opportunities to make public and private investments that will induce further economic growth in the area. The item establishes the TIRZ, creates the TIRZ fund, establishes the TIRZ Board and approves the Preliminary Project and Financing Plan.

The proposed Zone would be for a 20-year term, with 100% tax rate participation in years 1-10 and 50% tax rate participation in years 11-20. It is projected that both Amarillo College and Randall would consider participating in the zone. Based on all three taxing entities participating, the Zone could produce up to $15MM in revenue to be invested within the boundary based on an estimated $123MM in new taxable value. The priority would be for the funds to be spent on reimbursements to the City or developers responsible for installing public infrastructure to serve the Zone.



Requested Action

Approval of the ordinance

Funding Summary

The City would be deferring almost $5.7MM in tax revenues to only be invested in the zone.

Community Engagement Summary

Property owner discussions were held on the needs and benefits of a potential TIRZ in this area.

Staff Recommendation

Staff recommends approval as presented

11/8/22_____

ORDINANCE NO. 8033

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: DESIGNATING A CERTAIN CONTIGUOUS GEOGRAPHIC AREA IN THE CITY OF AMARILLO, TEXAS A "SOUTH GATEWAY TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, CITY OF AMARILLO, TEXAS"; CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING EFFECTIVE AND TERMINATION DATES FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; AND CONTAINING OTHER MATTERS RELATED TO THE ZONE; PROVIDING A SEVERANCE CLAUSE; PROVIDING EFFECTVE DATE.

WHEREAS, the Amarillo City Council (City Council) desires to promote the development or redevelopment of a certain contiguous geographic area in the City of Amarillo (City), which is more specifically described in Exhibit "A" and depicted by map in Exhibit "B", this Ordinance (the "Zone"), through the creation of a new reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, notice of the public hearing was published in a newspaper of general circulation in the City on October 30, 2022, which satisfies the requirement of Section 311.003(c) of the Texas Tax Code and that publication of the notice occurred not later than the seventh day before the date of the public hearing;

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan and project plan for the Zone, as required by Section 311.003(b) of the Texas Tax Code; and

WHEREAS, on November 8, 2022 a public hearing was conducted by the City Council on the creation of the Zone and its benefits to the city and to property in the Zone, and afforded a reasonable opportunity for (i) all interested persons, or their attorneys, to speak for or against the creation of the Zone, its boundaries or the concept of tax increment financing and the creation of a board of directors for the zone and (ii) owners of real property in the Zone to protest inclusion of their property in the Zone, as required by Sections 311.003(c) and (d) of the Texas Tax Code;

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

Section 1. Findings

That after reviewing all information before it regarding the establishment of the Zone and after conducting a public hearing regarding the creation of the Zone and its benefits to the City and to property in the Zone and affording a reasonable opportunity for (i) all interested persons to speak for or against the creation of the Zone, its boundaries or the concept of tax increment financing and (ii) owners of real property in the Zone to protest inclusion of their property in the Zone, the City Council hereby makes the following findings of fact:

1.1 The statements and facts set forth in the recitals of this Ordinance are true and correct. Therefore, the City has met the notice and procedural requirements set forth in Chapter 311 of the Texas Tax Code for creation of a reinvestment zone thereunder.

1.2 Development or redevelopment of the property in the zone as a whole will not occur solely through private investment in the reasonable foreseeable future.

1.3 Improvements in the Zone, including, but not limited to those previously outlined to the City Council and the governing bodies of all other taxing units that levy real property taxes in the Zone, will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, its residents and property owners.

1.4 The Zone is a contiguous geographic area wholly within the corporate limits of the City or the City's extraterritorial jurisdiction.

1.5 Portions of the land within the Zone are located within the City's Enterprise Zone, which was designated by the State of Texas pursuant to and in accordance with Chapter 2303 of the Texas Government Code. Therefore, as provided by Section 2303.507(1) of the Texas Government Code and Section 311.0031 of the Texas Tax Code, designation of these areas of the Zone by the State of Texas as an enterprise zone also constituted designation of these areas as a reinvestment zone under Chapter 311 of the Texas Tax Code without additional hearing and procedural requirements of the City Council.

1.6 Among other things, areas within the Zone include land that substantially impairs and arrests the sound growth of the City, retards the provision of housing accommodations and constitutes an economic liability, slum and a determent to the public health and safety because of; (ii) the predominance of inadequate sidewalk and street layouts; (iii) faulty lot layout in relation to size, adequacy, accessibility and usefulness; (iv) unsanitary and unsafe conditions; (v) the deterioration of site and other improvements; and (vi) conditions that endanger life and property by fire or other cause. The Zone is also predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City. Therefore, the area within the Zone meets the criteria for designation of a reinvestment zone and satisfies the requirement of Section 311.005 of the Texas Tax Code.

1.7 According to the most recent appraisal roll of the City, the total appraised value of all taxable real property in the Zone and in existing reinvestment zones in the City does not exceed twenty-five percent (25%) of the total appraised value of taxable real property in the City and in industrial districts created by the City, if any.

1.8 Thirty percent (30%) or less of the property in the Zone, excluding property dedicated to public use, is used for residential purposes (defined as any property occupied by a house having fewer than five living units).

Section 2. Designation Of Zone

That the City Council hereby designates the Zone as described by metes and bounds and depicted by map, both attached hereto as **Exhibit "A" and "B"** and made a part of this Ordinance for all purposes, as a reinvestment zone pursuant to and in accordance with Chapter 311 of the Texas Tax Code. This reinvestment zone shall be known as "South Gateway Tax Increment Reinvestment Zone Number Three, City of Amarillo, Texas."

Section 3. Board Of Directors

A board of directors for the Zone ("**Board**") is hereby created. The Board shall consist of ten (10) members who shall serve for terms of two (2) years each. The Board shall be appointed as follows:

3.1 Of these ten (10) members, Randall County shall appoint three and each taxing unit other than the City that levies taxes on real property in the Zone may, but is not required to, appoint one (1) member to the Board. Within 60 days of the passage of this Ordinance, each taxing unit other than the City may designate to the City either the name of the member that the taxing unit wishes to appoint or the fact that the taxing unit wishes to waive its right to appoint a member. The City Council shall appoint whatever number of members is necessary to fill the remaining positions on the Board. All members appointed to the Board shall meet the eligibility requirements as set forth in Section 311.009 of the Texas Tax Code. Such members may be members of the City Council.

3.2 The City Council shall annually designate a member of the Board to serve as chairperson of the Board, and the Board shall elect from its members a vice chairperson or other officers as it considers appropriate.

3.3 The Board shall make recommendations to the City Council concerning the administration, management and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i)

issue bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan or financing plan.

Section 4. Effective Date Of Zone

That the Zone shall take effect upon the adoption of this Ordinance and terminate on the earlier of (i) December 31, 2042 or, (ii) at an earlier termination date designated by a subsequent ordinance adopted after the effective date of this Ordinance, or (iii) the date on which all project costs, tax increment bonds and interest on those bonds have been paid in full.

Section 5. Determination Of Tax Increment Base

The Tax Increment Base for the Zone is $00.00 as of January 1, 2022, which is the total appraised value of all taxable real property located in the reinvestment zone in the year of the Zone's designation.

Section 6. Tax Increment Fund

A tax increment fund for the Zone (**"TIF Fund"**) is hereby created and established. The TIF Fund may be divided into such accounts as may be authorized by subsequent resolution or ordinance of the City Council. The TIF Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Tax Code, plus (ii) one hundred percent (100%) for the first ten years of the Zone and fifty percent (50%) for the last ten years of the Zone of the City's tax increment, as defined by Section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment. The TIF Fund shall be maintained in an account at a depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or part from the tax increments; (ii) revenues from the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. TIF Funds will be used solely in accordance with Section 311.014 of the Texas Tax Code.

Section 7. Tax Increment Agreements

That, pursuant to Sections 311.008 and 311.013 of the Texas Tax Code, the City Manager and City Attorney are hereby authorized to execute and deliver, for and on behalf of the City, tax increment agreements with taxing units that levy real property taxes in the Zone.

Section 8. Severability

That if any portion, section or part of a section of this Ordinance is subsequently declared invalid, inoperative or void for any reason by a court of competent jurisdiction, the remaining portions, sections or parts of sections of this Ordinance shall be and remain in full force and effect and shall not in any way be impaired or affected by such decision, opinion, or judgment.

Section 9. Effective Date

That the establishment of the South Gateway Tax Increment Reinvestment Zone Number 3, Amarillo, Texas shall take effect on the date of the final passage of this Ordinance.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 8th day of November, 2022, and PASSED on Second and Final Reading on this the 13th day of December 2022.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

DRAFT

Exhibit A

Metes and Bound Description

Beginning at a point of the intersection of the south ROW line of Sundown Ln. and a projection of the east ROW line of Bell St., thence;

Northerly along the east ROW line of Bell St. to a point where said line intersects with the south ROW line of Loop 335, thence;

Easterly along the south ROW line of Loop 335 to a point where said line intersects with the projection of the east property line of an unplatted tract of land in Block 9, Section 4, BS&F Survey (PRAD parcel ID 219724), thence;

Northerly along the east property line of an unplatted tract of land in Block 9, Section 4, BS&F Survey (PRAD parcel ID 219724) to the north-eastern most point of said tract, thence;

Westerly along the north property line of an unplatted tract of land in Block 9, Section 4, BS&F Survey (PRAD parcel ID 219724) to the north-western most point of said tract, thence;

Northerly along the east property line of an unplatted tract of land in Block 9, Section 4, BS&F Survey (PRAD parcel ID 171802) to the north-eastern most point of said tract, thence;

Westerly along the south ROW line of Ventura Dr. to the east ROW line of Bell St., thence;

Northerly along the east ROW line of Bell St. to a point where said line intersects with the projection of the north property line of an unplatted tract of land in Block 9, Section 31, BS&F Survey (PRAD parcel ID 219749), thence;

Westerly along the north property line of said tract of land to the east property line of Lot 2, Block 2, Hollywood Commercial Park Unit No 12, thence;

Southerly along the east property line of said Lot 2 to the point that intersects the north property line of Lot 5, Block 2, Hollywood Commercial Park Unit No 12, thence;

Easterly along the north property line of said Lot 5 to the northeast corner of Lot 5, thence;

Southerly along the east property line of said Lot 5 to the north ROW line of Ventura Dr., thence;

Westerly along the north ROW line of Ventura Dr. to the west property line of Lot 3, Block 2, Hollywood Commercial Park Unit No 10, thence;

Northerly along the west property line of said Lot 3 to the south property line of Lot 4, Block 2, Hollywood Commercial Park Unit No 11, thence;

Easterly along the south property line of said Lot 4 to the southeast most corner of Lot 4, thence;

Northerly along the east property line of said Lot 4 and the east property line of an unplatted tract of land in Block 9, Section 31, BS&F Survey (PRAD parcel ID 299717) to northeast corner of said unplatted tract, thence;

Westerly along the north property line of said unplatted tract to a point where the projection of said line intersects with the west ROW line of Interstate 27, thence;

Northerly along the west ROW line of Interstate 27 to the point that intersects the north property line of an unplatted tract of land in Block 9, Section 31, BS&F Survey (PRAD parcel ID 205284), thence;

Westerly along the north property line of said unplatted tract and projection to the point of intersection with the west boundary of "Drainage Easement" dedicated in Westover Park Unit No 17, thence;

Southerly along the west boundary of said "Drainage Easement" defined in Westover Park Unit No 17, 13, and 18 to the point of intersection with the north property line of an unplatted tract of land in Block9, Section 31, BS&F Survey (PRAD parcel ID 219754), thence;

Westerly along the north property line of said unplatted tract to the east property line of the northernmost part of said tract, thence;

Northerly along the east property line of said northernmost part of tract to the north property line of said tract, thence;

Westerly along the north property line of said tract to the west ROW line of Coulter St., thence;

Southerly along the west ROW line of Coulter St. to the south ROW line of Oxford Dr., thence;

Westerly along the south ROW line of Oxford Dr. to the east Lot line of Lot 1, Block 16, Westover Village Unit No 10, thence;

Southerly along the east lot line of Lot 1 to the south lot line of Lot 1, thence;

Westerly along the south lot line of Lot 1 to the east ROW line of the alley of Block 5 Westover Village Unit No 3, thence;

Southerly along the east ROW line of said alley to south ROW line of said alley, thence;

Westerly along the south ROW line of said alley to the east ROW line of Addison Dr., thence;

Southerly along the east ROW line of Addison Dr. and projection to the point of intersection with the south ROW line of Loop 335, thence;

Westerly along the south ROW line of Loop 335 to a point of intersection with a projection of a line parallel to the west ROW line of Coulter St. to the northernmost point of Lot 29, Block 1, Redstone Addition Unit No 2, thence;

Southerly along said line projection parallel to the west ROW line of Coulter St. to the northernmost point of Lot 29, Block 1, Redstone Addition Unit No 2, thence;

Easterly along the north lot line of Lot 29 to the west ROW line of Coulter St., thence;

Southerly along the west ROW line of Coulter St. to the south lot line of Lot 29, Block 1, Redstone Addition Unit No 2, thence;

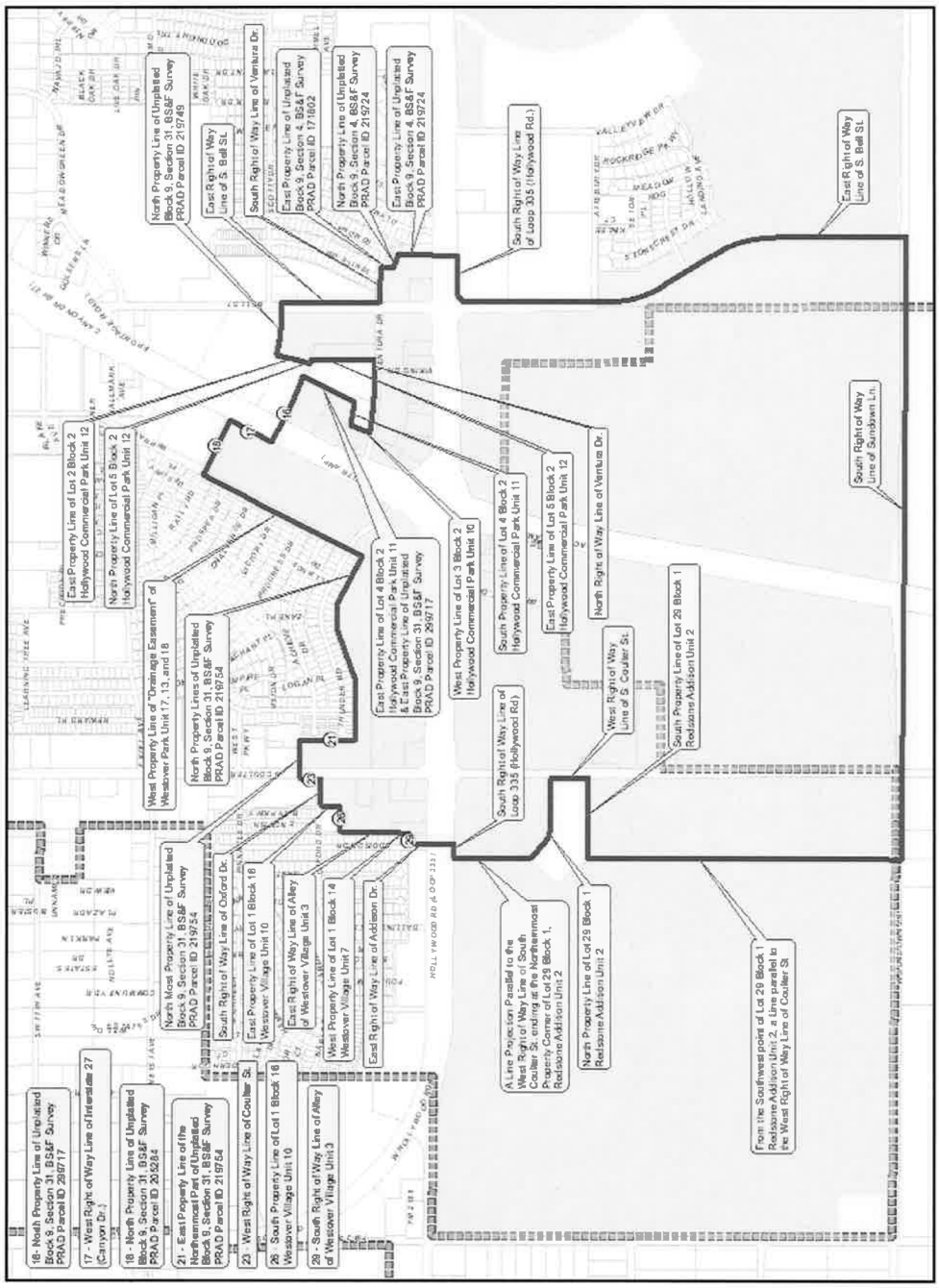
Westerly along the south lot line of Lot 29 to the westernmost point of said south lot line, thence;

Southerly along a line projection parallel to the west ROW line of Coulter St. to the south ROW line of Sundown Ln., thence;

Easterly along the south ROW line of Sundown Ln. to the point of beginning.

Exhibit A

Map Depiction of Zone



AGENDA ITEM NO. 2D

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Economic Development & Redevelopment
Department	Development Services		
Contact	Justin Oppel, Development Customer Service Coordinator		

Agenda Caption

CONSIDER APPROVAL – APPOINTMENT OF MEMBERS TO PINNACLE IMPROVEMENT DISTRICT ADVISORY BOARD

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

Agenda Item Summary

This is a three-member Pinnacle Public Improvement District (PID) Advisory Board that serves by considering and recommending to the City Council actions related to constructing improvements within the Pinnacle PID boundaries, maintenance and operation expenses of improvement, and assessment rates for PID property owners. Each term is for one year. Two members are recommended by the developer, and the other member is owner recommended. All three members began serving January 1, 2020, and are willing to serve again.

Requested Action

The applications of these three Advisory Board members have been reviewed by city staff and each meet the requirements to serve on the Pinnacle PID Advisory Board.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Development Services staff has reviewed the Pinnacle PID Advisory Board applications and recommends approval as submitted.

AMARILLO CITY COUNCIL

2022 CITY COUNCIL WORKSHEET FOR BOARD AND COMMISSION APPOINTMENTS

PINNACLE PUBLIC IMPROVEMENT DISTRICT (PID)

Number of Members: 3 **Term Length:** 1 year

Purpose: Serves by considering and recommending to the City Council actions related to constructing improvements within the PID boundaries, maintenance and operation expenses of improvements, and assessment rates for PID property owners.

Special requirements for members: Developer Recommended (2); Owner Recommended (1)

Members Currently Serving	Began Serving	Term Ending	Willing to serve again		3 Appointments Needed Applicants/CC Nominations
Wendell L Davies (Owner)	1/1/2020	12/31/2022	YES		Wendell Davies (Owner)*
Marc D Franklin (Developer)	1/1/2020	12/31/2022	YES		Marc D. Franklin (Developer)*
Cleve Turner (Developer)	1/1/2020	12/31/2022	YES		Cleve Turner (Developer)*

Notes:

* = Currently Serving

^ = Staff Recommendation

AGENDA ITEM NO. 2E

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Pillar**	Fiscal Responsibility
Department	City Manager's Office		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

CONSIDER APPROVAL – FISCAL AGENT AGREEMENT
(Contact: Laura Storrs, Assistant City Manager)
Award to: Transformation Park

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

Agenda Item Summary

The City will provide accounting, legal, and investment and management information services to Transformation Park which will utilize the City's financial accounting and reporting system and the City's fiscal year.

Requested Action

Approval of agreement.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval of the agreement.

AGENDA ITEM NO. **2F**

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO CITY MANAGER

Meeting Date	December 13, 2022	**Council Pillar**	Transportation
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan, Director of Capital Projects and Development Engineering		

Agenda Caption

CONSIDER APPROVAL – CHANGE ORDER NO. 1 FOR BID #6964 CONSTRUCTION OF ARDEN ROAD - COMMUNITY INVESTMENT PROGRAM PROPOSITION 1

Award to: Williams Ditching, LLC:

Original Contract Amount:	$5,085,174.39
Change Order No. 1:	$ 90,992.53
Total Revised Amount:	$5,176,166.92

Change Order No. 1 includes completion of a median at the intersection of Soncy Road and Perry Avenue to accommodate the traffic signal addition at that intersection. It also includes revisions to match construction done by TxDOT at the ends of the project.

Agenda Item Summary

Adjustments to the scope include a concrete median in conjunction with the traffic signal at Soncy Road and Perry Avenue. Adjustments to quantities include revisions to the median, pavement markings, and project limits to match the final condition of the construction completed by TxDOT. These conditions were not known at the time of the original bid.

Requested Action

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

Funding Summary

Funding for this project was approved in the FY 16/17 – FY 20/21 Community Investment Program Budget. The construction expenses for the paving portion of this project are funded from the Proposition 1 bond funds.

Community Engagement Summary

The work associated with this change order will have minimal additional impact on the community, as it will be incorporated into the original scope of the work. Affected property owners and developers have been engaged throughout the design and construction of this project.

Staff Recommendation

City staff is recommending approval of the agreement.

Bid No. 6964 CO#1 Best Value Bid for 2017-2021 Community Investment Program: Proposition 1, Arden Road - Paving, Drainage and Potable Water Construction
Opened 4:00 p.m., February 25, 2021

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
PROJECT NO 462007 - PAVING								
Line 1 Earthwork - Excavation (COA 4.02), per specifications.								
40010.8 CY								
Unit Price	$1.51		$4.40		$13.75		$6.00	
Extended Price		60,416.31		176,047.52		550,148.50		240,064.80
Line 2 Earthwork - Embankment (COA 4.02) per specifications.								
1385.4 CY								
Unit Price	$3.55		$5.50		$10.00		$49.00	
Extended Price		4,918.17		7,619.70		13,854.00		67,884.60
Line 3 Earthwork - Subgrad (8") (Density Controlled) (COA 4.02) per specifications.								
47777.6 sy								
Unit Price	$3.42		$2.04		$1.80		$2.00	
Extended Price		163,399.39		97,466.30		85,999.68		95,555.20
Line 4 Flexible Base - 6" Type A, B, or E, Grade 1, (COA 4.07) per specifications.								
574.2 sy								
Unit Price	$11.04		$16.78		$28.25		$38.00	
Extended Price		6,339.17		9,635.08		16,221.15		21,819.60
Line 5 Flexible Base - 11" Type A, B or E, Grade 2, (COA 4.07), per specifications.								
43001.2 sy								
Unit Price	$18.42		$15.68		$18.15		$54.00	
Extended Price		792,082.10		674,258.82		780,471.78		2,322,064.80

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 6 Flexible Base - 10" Type A, B or E, Grade 2, (COA 4.07) , per specifications.								
1113.8 sy								
Unit Price	$9.13		$16.78		$18.75		$52.00	
Extended Price		10,168.99		18,689.56		20,883.75		57,917.60
Line 7 Flexible Base - 12" Type A, B or E, Grade 2, (COA 4.07), per specifications.								
1859.8 sy								
Unit Price	$9.94		$16.78		$27.00		$57.00	
Extended Price		18,486.41		31,207.44		50,214.60		106,008.60
Line 8 Concrete separate curb, curb and gutter - 7 in standard crub & gutter (COA 4.09), per specifications.								
9696.6 lf								
Unit Price	$10.43		$20.21		$18.95		$28.00	
Extended Price		101,135.54		195,968.29		183,750.57		271,504.80
Line 9 Miscellaneous concrete islands, (COA 4.1), per specifications.								
429.2 sf								
Unit Price	$14.19		$20.74		$13.20		$28.00	
Extended Price		6,090.35		8,901.61		5,665.44		12,017.60
Line 10 Miscellaneous concrete 11" Median, (COA 4.1), per specifications.								
10407.9 sf								
Unit Price	$6.49		$13.65		$11.10		$9.00	
Extended Price		67,547.27		142,067.84		115,527.69		93,671.10
Line 11 Miscellaneous concrete - channels (COA 4.1) , per specifications.								
1900.7 sf								
Unit Price	$3.47		$12.86		$8.25		$8.00	
Extended Price		6,595.43		24,443.00		15,680.78		15,205.60

To be awarded as one lot	WILLIAMS DITCHING	HOLMES CONSTRUCTION CO.	J. LEE MILLIGAN	MH CIVIL CONSTRUTION

Line 12 Miscellaneous concrete - ADA ramps (COA 4.1), per specifications.						
12 ea						
Unit Price	$661.28		$2,625.00		$1,995.00		$1,300.00	
Extended Price		7,935.36		31,500.00		23,940.00		15,600.00
Line 13 Miscellaneous concrete - Sidewalk (COA 4.1), per specifications.						
16888.2 sf						
Unit Price	$3.22		$5.51		$5.30		$6.00	
Extended Price		54,380.00		93,053.98		89,507.46		101,329.20
Line 14 Structural Concrete - concrete valleys and spandrels, (COA 4.11)) per specifications.						
4985.4 sf						
Unit Price	$5.50		$13.13		$8.05		$10.00	
Extended Price		27,419.70		65,458.30		40,132.47		49,854.00
Line 15 Structural concrete - concrete manhole collars (COA 4.11) per specifications.						
338.9 sf						
Unit Price	$4.38		$17.85		$29.00		$11.00	
Extended Price		1,484.38		6,049.37		9,828.10		3,727.90
Line 16 Concrete pavement 8 in concrete pavement (COA 4.14) per specifications.						
1113.8 sy						
Unit Price	$54.27		$9.45		$74.25		$123.00	
Extended Price		60,445.93		10,525.41		82,699.65		136,997.40
Line 17 Planing and texturing pavement - 2" planing (COA 4.15), per specifications.						
2770.2 sy						
Unit Price	$0.88		$6.00		$3.85		$4.00	
Extended Price		2,437.78		16,621.20		10,665.27		11,080.80

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 18 Dense graded hot-mix asphalt, 1-1/2" D-GR HMA TY-D PG64.28 (COA 4.47), per specifications.								
574.2 sy								
Unit Price	$12.75		$19.55		$46.35		$29.00	
Extended Price		7,321.05		11,225.61		26,614.17		16,651.80
Line 19 Dense graded hot-mix asphalt - 2" D-GR HMA TY-D PG64-28 (COA 4.17) , per specifications.								
42763.2 sy								
Unit Price	$11.23		$12.68		$14.40		$32.00	
Extended Price		480,230.74		542,237.38		615,790.08		1,368,422.40
Line 20 Dense graded hot-mix asphalt, 2-1/2" D-GR HMA TY-B PG64-28 (COA 4.17), per specifications.								
42072.9 sy								
Unit Price	$14.27		$15.25		$15.85		$32.00	
Extended Price		600,380.28		641,611.73		666,855.47		1,346,332.80
Line 21 Dense graded hot-mix asphalt - 2-1/2" D-GR HMA TY-B PG64-28 (COA 4.17), per specifications.								
42072.9 sy								
Unit Price	$14.26		$15.25		$15.85		$36.00	
Extended Price		599,959.55		641,611.73		666,855.47		1,514,624.40
Line 22 REFLECTORIZED Pavement Markings-Type 2 Markings, 7 in., White, Dashed, (COA 4.2) , per specifications.								
2653.7 lf								
Unit Price	$0.47		$0.44		$0.42		$2.00	
Extended Price		1,247.24		1,167.63		1,114.55		5,307.40
Line 23 Refectorized Pavment Markings-Type 2 Markings, 4 in., White Solide (COA 4.2) , per specifications.								
3050 lf								
Unit Price	$0.47		$0.44		$0.42		$2.00	
Extended Price		1,433.50		1,342.00		1,281.00		6,100.00

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 24 Refectorized Pavment Markings-Type 2 Markings, 8 in., White Solide (COA 4.2), per specifications.								
863.4 lf								
Unit Price	$1.17		$1.10		$1.05		$3.00	
Extended Price		1,010.18		949.74		906.57		2,590.20
Markings, 12 in., White Solid (COA 4.2), per specifications.								
331 lf								
Unit Price	$1.75		$1.65		$1.60		$4.00	
Extended Price		579.25		546.15		529.60		1,324.00
Line 26 Prefabricated Pavement Markings-Type 1 Markings, 24 in, White, Solid, Cross Walk Stripe, (COA 4.2), per specifications.								
8 ea								
Unit Price	$291.50		$275.00		$265.00		$52.00	
Extended Price		2,332.00		2,200.00		2,120.00		416.00
Line 27 Prefabricated Pavement Markings-Type 1 Markings, 24 in, White, Solid Stop Bar, (COA 4.2), per specifications.								
1 ea								
Unit Price	$291.50		$275.00		$265.00		$84.50	
Extended Price		291.50		275.00		265.00		84.50
Markings, 4 in., Yellow, Dashed, (COA 4.2) per specifications.								
2047.6 lf								
Unit Price	$0.47		$0.44		$0.42		$1.50	
Extended Price		962.37		900.94		859.99		3,071.40

To be awarded as one lot	WILLIAMS DITCHING	HOLMES CONSTRUCTION CO.	J. LEE MILLIGAN	MH CIVIL CONSTRUTION

Line 29 Refectorized Pavement Markings-Type 2 Markings, 4 in., Yellow Solid, (COA 4.2) per specifications.									
9649.8	lf								
	Unit Price	$0.47		$0.44		$0.42		$1.50	
	Extended Price		4,535.41		4,245.91		4,052.92		14,474.70
Line 30 Prefabricated Pavement Markings-Type 2 Markings, 8 in, White Dotted (COA 4.2), per specifications.									
267.5	lf								
	Unit Price	$1.17		$1.10		$1.05		$2.00	
	Extended Price		312.98		294.25		280.88		535.00
Line 31 Prefabricated Pavement Markings-Type 1 Markings, 12 in, White Dotted (COA 4.2) , per specifications.									
516	lf								
	Unit Price	$1.75		$1.65		$1.60		$2.50	
	Extended Price		903.00		851.40		825.60		1,290.00
Line 32 Refectorized Pavment Markings-Type 2 Markings, 8 in., Chevron (COA 4.2), per specifications.									
133.6	lf								
	Unit Price	$11.66		$11.00		$10.55		$3.00	
	Extended Price		1,557.78		1,469.60		1,409.48		400.80
Line 33 Prefabricated Pavement Markings-Type 1 Markings, Symbol, (COA 4.2), per specifications.									
21	ea								
	Unit Price	$845.35		$787.50		$765.00		$250.00	
	Extended Price		17,752.35		16,537.50		16,065.00		5,250.00
Line 34 Refectorized Pavment Markings-Type 2 Markings, Median Nose, (COA 4.2), per specifications.									
6	ea								
	Unit Price	$466.40		$440.00		$425.00		$150.00	
	Extended Price		2,798.40		2,640.00		2,550.00		900.00

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 35 Prime Coat- *MC-30, (COA 4.28) per specifications.								
12794.1 gal								
Unit Price	$12.30		$1.65		$4.15		$3.00	
Extended Price		157,367.43		21,110.27		53,095.52		38,382.30
Line 36 Remove Treated and Untreated Base and Asphalt Pavement-Remove Treated and Untreated Base and Asphalt Pavement @ 18" Depth, (COA 4:3), per specifications.								
1125.6 sy								
Unit Price	$3.15		$5.75		$13.00		$54.00	
Extended Price		3,545.64		6,472.20		14,632.80		60,782.40
Line 37 Delineators and Object Marker Assemblies-Yellow Surface Mount Delineators (D-SY) SZ 1 (FLX)(SRF),(TXDOT 658), per specifications.								
14 ea								
Unit Price	$180.73		$82.50		$115.00		$200.00	
Extended Price		2,530.22		1,155.00		1,610.00		2,800.00
Line 38 Delineators and Object Marker Assemblies-Yellow Surface Mount Bi-Directional Delineators (D-SY)								
3 ea								
Unit Price	$186.56		$82.50		$130.00		$200.00	
Extended Price		559.68		247.50		390.00		600.00
Line 39 Waste Water-Adjust Manhole Rim Elevations, (COA 7.01-7.04)								
10 ea								
Unit Price	$1,164.14		$1,353.00		$550.00		$200.00	
Extended Price		11,641.40		13,530.00		5,500.00		2,000.00

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 40 Construction Signing and Barricades-Traffic Control Plan, (COA 9.04), per specifications.								
1 ls								
Unit Price	$75,906.60		$27,500.00		$20,000.00		$11,000.00	
Extended Price		75,906.60		27,500.00		20,000.00		11,000.00
Line 41 Mobilization, (COA 10.01) per specifications.								
1 ls								
Unit Price	$282,423.47		$225,000.00		$470,000.00		$147,703.60	
Extended Price		282,423.47		225,000.00		470,000.00		147,703.60
Line 42 Air and Water Pollution, Soil Erosion and Siltation Control-Construction Exits, (COA 10.02), per								
111.1 sy								
Unit Price	$304.36		$27.50		$63.75		$37.00	
Extended Price		33,814.40		3,055.25		7,082.63		4,110.70
Siltation Control-Temporary Sediment Control Fence, (COA 10.02), per specifications.								
6887 lf								
Unit Price	$3.79		$2.88		$3.40		$3.00	
Extended Price		26,101.73		19,834.56		23,415.80		20,661.00
Line 44 Air and Water Pollution, Soil Erosion and Siltation Control-Biodegradable Erosion Control Logs,								
360 lf								
Unit Price	$1.94		$2.30		$7.85		$11.00	
Extended Price		698.40		828.00		2,826.00		3,960.00
Line 45 Milled Rumble Strips-Rumble Strips, (TXDOT 533), per specifications.								
1438.7 lf								
Unit Price	$2.72		$3.15		$12.80		$25.00	
Extended Price		3,913.26		4,531.91		18,415.36		35,967.50
Project No. 460027-Paving Total		3,713,392.08		3,802,884.65		4,720,534.78		8,238,046.50

PROJECT NO 560080 - STORM WATER

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 46 Reinforced Concrete Sewer Pipe-24 In. RCP, (COA 5.01), per specifications.								
1144 lf								
Unit Price	$82.66		$91.71		$114.70		$168.00	
Extended Price		94,563.04		104,916.24		131,216.80		192,192.00
Line 47 Reinforced Concrete Sewer Pipe-30 In. RCP, (COA 5.01) per specifications.								
306.9 lf								
Unit Price	$110.52		$122.62		$137.65		$208.00	
Extended Price		33,918.59		37,632.08		42,244.79		63,835.20
Line 48 Reinforced Concrete Sewer Pipe-36 In. RCP, (COA 5.01) , per specifications.								
699.2 lf								
Unit Price	$194.88		$216.21		$183.55		$254.00	
Extended Price		136,260.10		151,174.03		128,338.16		177,596.80
Line 49 Reinforced Concrete Sewer Pipe-42 In. RCP, (COA 5.01), per specifications.								
1409.1 lf								
Unit Price	$198.64		$220.38		$286.75		$301.00	
Extended Price		279,903.62		310,537.46		404,059.43		424,139.10
Line 50 Reinforced Concrete Sewer Pipe-48 In. RCP, (COA 5.01), per specifications.								
338.9 ea								
Unit Price	$236.95		$262.89		$303.95		$339.00	
Extended Price		80,302.36		89,093.42		103,008.66		114,887.10
Line 51 Reinforced Concrete Sewer Pipe-60 In. RCP, (COA 5.01), per specifications.								
501 lf								
Unit Price	$355.05		$393.91		$458.80		$531.00	
Extended Price		177,880.05		197,348.91		229,858.80		266,031.00

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 52 Reinforced Concrete Sewer Pipe Concrete Encasement Removal, (COA 5.01) , per specifications.								
1 ea								
Unit Price	$1,198.78		$1,329.97		$9,635.00		$12,400.00	
Extended Price		1,198.78		1,329.97		9,635.00		12,400.00
Line 53 Storm Sewer Manholes and Inlets-Precast Junction Box, 48 In. x 48 In., (COA 5.05) , per specifications.								
1 ea								
Unit Price	$4,915.54		$5,453.47		$8,145.00		$10,000.00	
Extended Price		4,915.54		5,453.47		8,145.00		10,000.00
Junction Box, 60 In. x 60 In., (COA 5.05), per specifications.								
1 ea								
Unit Price	$4,915.54		$5,453.47		$14,900.00		$13,100.00	
Extended Price		4,915.54		5,453.47		14,900.00		13,100.00
Junction Box, 60 In. x 84 In., (COA 5.05) per specifications.								
2 ea								
Unit Price	$5,883.06		$6,526.87		$16,975.00		$19,800.00	
Extended Price		11,766.12		13,053.74		33,950.00		39,600.00
Line 56 Storm Sewer Manholes and Inlets-Precast Junction Box, 72 In. x 72 In., (COA 5.05) , per specifications.								
2 ea								
Unit Price	$5,881.80		$6,525.48		$19,270.00		$14,200.00	
Extended Price		11,763.60		13,050.96		38,540.00		28,400.00
Line 57 Storm Sewer Manholes and Inlets- B-5 Curb Inlet, (COA 5.05), per specifications.								
10 ea								
Unit Price	$4,742.92		$5,261.95		$5,735.00		$10,000.00	
Extended Price		47,429.20		52,619.50		57,350.00		100,000.00

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 58 Storm Sewer Manholes and Inlets- B-10 Curb Inlet, (COA 5.05), per specifications.								
2 ea								
Unit Price	$4,649.89		$5,158.74		$8,600.00		$12,000.00	
Extended Price		9,299.78		10,317.48		17,200.00		24,000.00
Line 59 Storm Sewer Manholes and Inlets-B-10 Open Back Curb Inlet, (COA 5.05), per specifications.								
4 ea								
Unit Price	$4,649.89		$5,158.74		$9,175.00		$15,000.00	
Extended Price		18,599.56		20,634.96		36,700.00		60,000.00
Line 60 Storm Sewer Manholes and Inlets-Relocate 48 In. X 48 In. Precast Area Drain, (COA 5.05), per specifications.								
2 ea								
Unit Price	$5,055.10		$5,608.30		$4,590.00		$11,000.00	
Extended Price		10,110.20		11,216.60		9,180.00		22,000.00
Concrete Pipe 45deg Bend, (COA 5.05), per specifications.								
2 ea								
Unit Price	$4,739.58		$5,258.25		$2,295.00		$4,000.00	
Extended Price		9,479.16		10,516.50		4,590.00		8,000.00
Line 62 Headwalls, Wingwallsm and Safety End Treatments-Sidewalk Chase, (COA 5.05) , per								
2 ea								
Unit Price	$3,126.96		$3,469.16		$3,600.00		$4,600.00	
Extended Price		6,253.92		6,938.32		7,200.00		9,200.00
Line 63 Storm Water Trench Protection, (COA 5.08) , per specifications.								
3642.2 lf								
Unit Price	$1.34		$1.48		$1.15		$1.00	
Extended Price		4,880.55		5,390.46		4,188.53		3,642.20
Project No. 560080-Storm Water Total		943,439.70		1,046,677.57		1,280,305.17		1,569,023.40

PROJECT NO 523384 - POTABLE WATER

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 64 Potable Water-Polyvinyl Chloride Pressure Pipe-6 In. C900 (COA 6.01-6.04), per specifications.								
47.3 lf								
Unit Price	$10.67		$11.84		$40.25		$44.00	
Extended Price		504.69		560.03		1,903.83		2,081.20
Line 65 Potable Water-Polyvinyl Chloride Pressure Pipe-6 In. C900 Restrained Joint, (COA 6.01-6.04) per specifications.								
210.8 lf								
Unit Price	$26.93		$29.87		$57.45		$76.00	
Extended Price		5,676.84		6,296.60		12,110.46		16,020.80
Line 66 Potable Water-Polyvinyl Chloride Pressure Pipe-8 In. C900 (COA 6.01-6.04) , per specifications.								
163 lf								
Unit Price	$22.34		$24.79		$57.45		$73.00	
Extended Price		3,641.42		4,040.77		9,364.35		11,899.00
Line 67 Potable Water-Polyvinyl Chloride Pressure Pipe-12 In. C900 (COA 6.01-6.04), per specifications.								
9 lf								
Unit Price	$28.59		$31.72		$206.85		$134.00	
Extended Price		257.31		285.48		1,861.65		1,206.00
Line 68 Potable Water-Polyvinyl Chloride Pressure Pipe-12 In. C900, Restrained Joint (COA 6.01-6.04, per specifications.								
112.3 lf								
Unit Price	$59.99		$66.55		$132.15		$134.00	
Extended Price		6,736.88		7,473.57		14,840.45		15,048.20

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 69 Potable Water-Polyvinyl Chloride Pressure Pipe-20 In. C900 (COA 6.01-6.04, per specifications.								
2482.2 lf								
Unit Price	$83.71		$92.86		$97.65		$142.00	
Extended Price		207,784.96		230,497.09		242,386.83		352,472.40
Line 70 Potable Water-Polyvinyl Chloride Pressure Pipe-20 In. C900 Restrained Joint, (COA 6.01-6.04) per specifications.								
326 lf								
Unit Price	$87.40		$96.97		$183.85		$207.00	
Extended Price		28,492.40		31,612.22		59,935.10		67,482.00
Line 71 Potable Water- Fittings, (COA 6.01-6.04) , per specifications.								
4.1 tn								
Unit Price	$6,598.86		$7,321.01		$11,490.00		$5,700.00	
Extended Price		27,055.33		30,016.14		47,109.00		23,370.00
Line 72 Potable Water-Valves and Valve Boxes-6 In., (COA 6.01-6.04), per specifications.								
10 ea								
Unit Price	$1,220.71		$1,354.29		$1,380.00		$1,500.00	
Extended Price		12,207.10		13,542.90		13,800.00		15,000.00
Line 73 Potable Water-Valves and Valve Boxes- 8 In., (COA 6.01-6.04), per specifications.								
2 ea								
Unit Price	$1,604.68		$1,780.29		$1,840.00		$2,700.00	
Extended Price		3,209.36		3,560.58		3,680.00		5,400.00
Line 74 Potable Water-Valves and Valve Boxes -12 In., (COA 6.01-6.04), per specifications.								
3 ea								
Unit Price	$2,578.29		$2,860.44		$4,600.00		$3,400.00	
Extended Price		7,734.87		8,581.32		13,800.00		10,200.00

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 75 Potable Water- Valves and Valve Boxes -20 In., (COA 6.01-6.04) , per specifications.								
6 ea								
Unit Price	$14,378.28		$15,951.75		$27,575.00		$19,000.00	
Extended Price		86,269.68		95,710.50		165,450.00		114,000.00
Line 76 Potable Water-Hydrant Assemblies, (COA 6.01-6.04), per specifications.								
3 ea								
Unit Price	$4,080.40		$4,526.94		$3,565.00		$3,800.00	
Extended Price		12,241.20		13,580.82		10,695.00		11,400.00
Line 77 Potable Water-Deep Burial Fire Hydrant Assemblies, (COA 6.01-6.04), per specifications.								
5 ea								
Unit Price	$4,408.18		$4,890.57		$5,170.00		$4,000.00	
Extended Price		22,040.90		24,452.85		25,850.00		20,000.00
Line 78 Potable Water-Trench Protection, (COA 6.01-6.04), per specifications.								
3350.5 lf								
Unit Price	$1.34		$1.48		$1.15		$1.00	
Extended Price		4,489.67		4,958.74		3,853.08		3,350.50
Project No. 523384 Potable Water Total		428,342.61		475,169.61		626,639.75		668,930.10
Bid Total		5,085,174.39		5,324,731.83		6,627,479.70		10,476,000.00
City		Amarillo, TX						
Change Order #1		$ 90,992.53						
Revised Total		$ 5,176,166.92						

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	Council Priority	N/A

Department	Information Technology – Missy Tucker

Agenda Caption

CONSIDER AWARD – PBX PHONE SYSTEM ANNUAL SUPPORT AND MAINTENANCE CONTRACT:
Award to: ConvergeOne - $94,666.56

This item considers renewal of support and maintenance for the Avaya PBX (phone) system for a one-year term (November 01, 2022 – October 31, 2023). The purchase of support and maintenance provides continued functionality of the City's phone system, as well as the provision of rapid-response technical support in the event of any issues.

Agenda Item Summary

The Avaya PBX system is the core of the City's telephone system, which is comprised of several servers, gateways, and software applications. This purchase would renew maintenance and support for the telephone system for a one-year term.

The phone system may be considered critical infrastructure, as myriad City functions and services are dependent upon telephony. The City's phone system provides Amarillo citizens with direct contact to various City departments services.

The vendor has quoted this service using State of Texas contract DIR-TSO-4308.

Requested Action

Approval of award to ConvergeOne in the amount of $94,666.56.

Funding Summary

This purchase will be funded from 62033.68670 (Telecom Hardware).

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 7378 Avaya PBX Maintenance Services
Opened 4:00 p.m. October 4, 2022

To be awarded as one lot	CONVERGE ONE	
Maintenance for Avaya Phone System, per specifications		
1 yr		
Unit Price	$94,666.560	
Extended Price		94,666.56
Bid Total		94,666.56
Award by Vendor		$ 94,666.56
City		Bloomington, MN



AGENDA ITEM NO. **2H**

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Economic Development & Redevelopment
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan		

Agenda Caption

CONSIDER AWARD | Bid No. 7368/Job No. 523284 – WD – Water Main Replacement SE 9th and Across BNSF ROW and Job No. 462061 – RR Removal Downtown

This item is to consider award of a construction contract for the downtown water main replacement and railroad removal to Amarillo Utility Contractors in the amount of $2,228,885.50.

Agenda Item Summary

This item is to consider approval of the bid for the 12" water main replacement across BNSF ROW and downtown railroad removal.

The extent of the replacement will be along SE 5th Ave, Arthur St., SE 9th Ave., Grant St., and across BNSF Right-of-Way. Construction will include existing pipe abandonments and replacement of a 12" water main that runs through BNSF Right-of-Way. Railroad removal is also included in this project.

Requested Action

Consider approval and award to Amarillo Utility Contractors – $2,228,885.50.

Funding Summary

Funding for this project is available in the Project Budget Number(s) 523284 & 462061. Funding for this project was made available from water utilities revenues and Proposition 1 bond funds.

Community Engagement Summary

This project will have an impact on a specific portion of the community. There will be impact during construction due to temporary lane closures along Grant St., Arthur St., SE 5th Ave. and SE 9th Ave. City Staff, along with our Contractor will coordinate with individual businesses and property owners adjacent to the project. Staff will update the public with press releases, public announcements, and a web-based project page throughout the project.

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 7368 Best Value Bid for Water Distribution Improvements: FWD - Water Main Replacement SE 9th and Across BNSF Row: RR Removal Downtown	Price	Bidder's Qualifications	Safety Record Questionnaire	Construction Time	Maximum Possible =100				
Tabulation Compilation showing Scoring Criteria								**For Additional Comments or if More Space is Needed, Please Attach A Separate Sheet.**	
Company	40.00	50.00	5.00	5.00	Total	Average	Rank	Comments	
AMARILLO UTILITY CONTRACTORS	**36.7819**	**45.3333**	**4.3330**	**5.0000**	**91.45**	**91.45%**	**1**		
ROBERTS DITCHING	**40.0000**	**33.6666**	**5.0000**	**3.3330**	**82.00**	**82.00%**	**2**		

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Economic Development and Redevelopment
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan		

Agenda Caption

CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND CONSTRUCTION PHASE SERVICES OF SE 10TH AVENUE STREETSCAPE FROM ARTHUR STREET TO ROSS STREET, JOB 411768
Award to: Kimley-Horn and Associates, Inc – Not to exceed $694,100.00

Agenda Item Summary

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

- These improvements will consist of replacing curb and gutter, asphalt pavement, relocating storm sewer drain inlets, sidewalks and shared-use path design, various landscape elements, pedestrian and traffic signals, and street lighting.

Requested Action

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

Funding Summary

Funding for this agreement is available in the Project Budget Number 411768. Funding for this project was originally approved in the FY 16/17 thru 20/21 Community Investment Program Proposition 1.

Community Engagement Summary

A significant portion of this professional services agreement is engagement with private property owners and stakeholders adjacent to the project. Additionally, the general public will be engaged throughout the design and construction of this project.

Staff Recommendation

City Staff is recommending approval of the agreement.

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Infrastructure
Department	Facilities Department		
Contact	Jerry Danforth, Facilities Director		

Agenda Caption

CONSIDER AWARD – CONSTRUCTION AND INSTALLATION OF FRAMES, DOORS, AND HARDWARE IN THE AMARILLO POLICE DEPARTMENT LOCATED AT (200 SE 3RD AVENUE)
(Contact: Jerry Danforth, Facilities Director)
Award to: Tri-State General Contractors Group, Inc. - $55,102.97

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

Agenda Item Summary

This bid is for the construction contract to Tri-State General Contracting Group, Inc. for the construction and installation of frames, doors, and hardware in the Amarillo Police Department located at 200 S.E. 3rd Avenue in Amarillo, TX 79105. The existing location of the doors in the areas of concern poses a safety hazard to Amarillo Police officers and Detectives.

Requested Action

Approval and award of the construction contract to Tri-State General Contracting Group, Inc. for the amount of $55,102.97.

Funding Summary

This project is City of Amarillo funded. (City Account Numbers: 411498.17400.1040- $55,102.97)

Community Engagement Summary

This project is City of Amarillo funded.

Staff Recommendation

Staff recommends approval of contract award to Tri-State General Contracting Group, Inc. to construct and installation of frames, doors, and hardware in the Amarillo Police Department located at 200 S.E. 3rd Avenue in Amarillo, TX 79105.

Bid No. 7392 Construction and Installation of Frames and Doors at APD
Opened 4:00 p.m. November 14, 2022

To be awarded as one lot		TRI-STATE GENERAL CONTRACTING
Line 1 Section 01, per specifications		
1 ea		
Unit Price	$24,295.150	
Extended Price		24,295.15
Line 2 Section 02, per specifications		
1 ea		
Unit Price	$1,716.940	
Extended Price		1,716.94
Line 3 Section 04, per specifications		
1 ea		
Unit Price	$554.690	
Extended Price		554.69
Line 4 Section 08, per specifications		
1 ea		
Unit Price	$19,314.900	
Extended Price		19,314.90
Line 5 Section 09, per specifications		
1 ea		
Unit Price	$9,073.670	
Extended Price		9,073.67
Line 6 Section 10, per specifications		
1 ea		
Unit Price	$147.620	
Extended Price		147.62
Bid Total		55,102.97
Award by Vendor		$ 55,102.97
City		Amarillo, TX



AGENDA ITEM NO. 2K

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner – Director of Aviation		

Agenda Caption

CONSIDER AWARD – ANNUAL SUPPLY AGREEMENT FOR ANTI-ICING AND DEICING CHEMICALS
(Contact: Michael Conner, Director of Aviation)
Award to: Cryotech – Not to exceed $125,000.00

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

Agenda Item Summary

This item includes the purchase of E36 liquid and NAAC pellets for airside anti-icing and deicing during winter operations as required by our FAA approved Snow and Ice Control Plan (SICP).

Requested Action

Please approve the Cryotech purchase request.

Funding Summary

The Cryotech purchase will be purchased utilizing the Airport's designated O&M line item for snow removal supplies.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of both E36 liquid and NAAC pellets from Cryotech. These purchases are to ensure compliance with our FAA approved SICP.

Bid No. 6971 (RENEWAL) DE-ICER FOR AIRPORT ANNUAL CONTRACT
Opened 4:00 p.m., November 1, 2022

To be awarded as one lot	CRYOTECH DE-ICING TECHNOLOGY	
Line 1 E36 Blue, per specifications		
4,400 ga		
Unit Price	$7.940	
Extended Price		34,936.00
Line 2 NAAC (1-5 METRIC), per specifications		
1 tn		
Unit Price	$2,987.000	
Extended Price		2,987.00
Line 3 NAAC (6-10 METRIC), per specifications		
1 tn		
Unit Price	$2,687.000	
Extended Price		2,687.00
Line 4 NAAC (11-19 METRIC), per specifications		
1 tn		
Unit Price	$2,774.000	
Extended Price		2,774.00
Bid Total		43,384.00
Awarded by Vendor		43,384.00 ✓
City		Ft. Madison, IA

2K

AGENDA ITEM NO. 2L

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO CITY MANAGER

Meeting Date	December 13, 2022	**Council Priority**	Civic Pride
Department	Parks and Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDER APPROVAL – ANNUAL CONTRACT FOR TREE MANAGEMENT & MAINTENANCE SERVICES
Award to: Reeder Landscape – Not to exceed $450,000.00

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

Agenda Item Summary

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

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

Requested Action

Approval and authorization for City Manager to execute agreement.

Funding Summary

Funds for the Tree Management & Maintenance bid are available in 1861.62000 & Parks E&I

Community Engagement Summary

n/a

Staff Recommendation

Staff recommends approval.

7346 Tree Managment & Maintenance Services Annual Contract
Opened 4:00 p.m. October 13, 2022

To be awarded as one lot	REEDER LANDSCAPE		ARBORLOGICAL INC		WRIGHT AWAY TREE SERVICE		INCIRCLE MANAGEMENT (HYPERTEC DIRECT)	
Line 1 Furnish all materials, labor and equipment for Tree Management and Maintenance Services per attached specifications. Unit Cost for Pruning: $_____/DBH(DIAMETER at BREAST HEIGHT)(Average DBH is approximately 14) Hazards, deadwood, suckers, and canopy raising to accommodate 7' over sidewalks and 14.5' over roadways., per specifications								
1 ea								
Unit Price	$45.000		$23.000		$12.000		$1,000.000	
Extended Price		45.00		23.00		12.00		1,000.00
Line 2 Unit Cost for Tree Removals: $_____/DBH(DIAMETER at BREAST HEIGHT)(Average DBH is approximately 14 Removal down to reasonable stump height., per specifications								
1 ea								
Unit Price	$90.000		$40.000		$29.000		$2,500.000	
Extended Price		90.00		40.00		29.00		2,500.00
Line 3 Unit Cost for Stump Grinding: $_____/Diameter Inch., per specifications								
1 ea								
Unit Price	$35.000		$10.000		$13.000		$5.000	
Extended Price		35.00		10.00		13.00		5.00
Line 4 Hourly Rate for Tree Planting $ _____/HR, per specifications								
1 ea								
Unit Price	$185.000		$165.000		$200.000		$40.000	
Extended Price		185.00		165.00		200.00		40.00

To be awarded as one lot	REEDER LANDSCAPE		ARBORLOGICAL INC		WRIGHT AWAY TREE SERVICE		INCIRCLE MANAGEMENT (HYPERTEC DIRECT)	
Line 5 Hourly Rate for Insect & Disease Control $_____/HR, per specifications								
1 ea								
Unit Price	$185.000		$165.000		$500.000		$85.000	
Extended Price		185.00		165.00		500.00		85.00
Line 6 Hourly Rate for Storm work and Special Projects $_____/HR, per specifications								
1 ea								
Unit Price	$185.000		$330.000		$275.000		$40.000	
Extended Price		185.00		330.00		275.00		40.00
Bid Total		725.00		733.00		1,029.00		3,670.00
Award by Vendor	$	725.00						
City		Amarillo, TX						

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Fiscal Responsibility, Customer Service
Department	Public Works/Fleet Services		
Contact	Donny Hooper, Public Works Director		

Agenda Caption

CONSIDER PURCHASE – HEAVY EQUIPMENT, TRACKED SKID LOADER
Award to: Western Equipment LLC - $106,290.60

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

Agenda Item Summary

****Re-award of line 1 on bid 7324 to next evaluated bidder. Original award to Yellowhouse Machinery withdrawn by vendor, unable to provide equipment.**

Scheduled replacement of Fleet Equipment. Equipment has reached or exceeded useable life cycle. Equipment will be used by the following division, Street.

Requested Action

Recommend approval to Western Equipment for line 1 Bid# 7324 Evaluation and Recommendation Form.

Funding Summary

Funding for this purchase will be from 61120.84200 Fleet Services Machinery General.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends reward of line 1 bid 7324 approval to purchase replacement equipment

Bid No. 7324 HEAVY EQUIPMENT (REVISED)
Opened 4:00 p.m., August 11, 2022

To be awarded as one lot	Associated Supply company Inc - Case		Associated Supply company Inc		Warren Cat		Yellowhouse Machinery Co.		Medley Equipment		Western Equipment		Bee Equipment Sales		Air Compressor Solutions		Bob Cat of Amarillo		Kirby Smith	
Line 1 Hydrostatic Skid Loader, per specifications																				
1 ea																				
Unit Price	$107,750.000				$107,070.88		~~$87,750.00~~				$106,290.60						$1.00			
Extended Price		107,750.00		-		107,070.88		~~87,750.00~~		-		106,290.60		-		-		1.00		-
Line 2 Trailer Mounted Air Compressor, per specifications																				
2 ea																				
Unit Price			$42,999.00		$76,557.00										$52,433.58					
Extended Price		-		85,998.00		153,114.00		-		-		-		-		104,867.16		-		-
Line 3 Mini Hydraulic Excavator With Trailer, per specifications																				
1 ea																				
Unit Price	$62,500.000		$82,500.00		$89,242.49		$74,950.00				$94,549.00								$70,665.00	
Extended Price		62,500.00		82,500.00		89,242.49		74,950.00		-		94,549.00		-		-		-		70,665.00
Line 4 4000 Lbs Forklift, per specifications																				
1 ea																				
Unit Price			$27,513.73						$38,250.00											
Extended Price		-		27,513.73		-		-		38,250.00		-		-		-		-		-
Line 5 6000 Lb Rough Terrain Forklift, per specifications																				
1 ea																				
Unit Price	$78,150.000		$90,962.83		$170,083.27		$113,500.00													
Extended Price		78,150.00		90,962.83		170,083.27		113,500.00		-		-		-		-		-		-
Line 6 Tractor Loader/Backhoe With Trailer, per specifications																				
1 ea																				
Unit Price			$128,500.00				$134,500.00													
Extended Price		-		128,500.00		-		134,500.00		-		-		-		-		-		-
Line 7 2.5 Yd Articulated Wheel Loader, per specifications																				
2 ea																				
Unit Price	$171,500.000		$179,000.00		$158,532.38		$192,000.00												$167,753.00	
Extended Price		343,000.00		358,000.00		317,064.76		384,000.00		-		-		-		-		-		335,506.00
Line 8 Diesel Powered Motor Grader, per specifications																				
2 ea																				
Unit Price					$312,494.02		**$293,500.00**												$314,520.00	
Extended Price		-		-		624,988.04		587,000.00		-		-		-		-		-		629,040.00

WZ

To be awarded as one lot	Associated Supply company Inc - Case	Associated Supply company Inc	Warren Cat	Yellowhouse Machinery Co.	Medley Equipment	Western Equipment	Bee Equipment Sales	Air Compressor Solutions	Bob Cat of Amarillo	Kirby Smith
Line 9 Double Drum Vibratory Compactor, per specifications										
2 ea										
Unit Price	$56,700.000	$63,700.00	$45,504.00				$61,885.00			$64,766.00
Extended Price	113,400.00	127,400.00	91,008.00	-	-	-	123,770.00	-	-	129,532.00
Line 10 Electric Forklift-Warehouse Stand-Up, per specifications										
1 ea										
Unit Price		$44,588.91			$53,000.00					
Extended Price	-	44,588.91	-	-	53,000.00	-	-	-	-	-
Bid Total	704,800.00	945,463.47	1,552,571.44	1,381,700.00	91,250.00	200,839.60	123,770.00	104,867.16	1.00	1,164,743.00
Award by Vendor	$ 191,550.00	$ 369,100.64	$ 371,064.76	$ 587,000.00 *		$ 106,290.60 *				
City	Amarillo, TX	Amarillo, TX	Amarillo, TX	Amarillo, TX		Amarillo, TX				

AGENDA ITEM NO. **2N**

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Fiscal Responsibility, Customer Service
Department	Public Works / Fleet Services Division		
Contact	Donny Hooper, Public Works Director		

Agenda Caption

CONSIDER PURCHASE – HEAVY EQUIPMENT: STREET SWEEPER
Award to: Heil of Texas - $326,135.00 (HGAC Contract SW04-20)

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

Agenda Item Summary

Scheduled replacement of units 8490, 2016 Freightliner/Schwarze Street Sweeper. Equipment used by the Street Division for daily operational requirements. Unit have reached/Exceeded its useable life cycle.

Requested Action

Recommend purchase for 2023 Freightliner/ Schwarze Sweeper
This purchase will be on HGAC contract #SW04-20. Contract assures discounted governmental pricing and quicker delivery schedules, uniformity of fleet to assist in maintenance and operations training. Contract purchase allows for best value evaluation and vendor support

Funding Summary

Funding for this purchase will be from 61120.84100 Fleet Services Auto Rolling Stock & Equipment.

Community Engagement Summary

N/A

Staff Recommendation

Staff Recommends Council approval of purchase.

Bid No. 7414 Purcahse of Mechanical Street Sweeper
Opened 4:00 p.m. December 1, 2022

To be awarded as one lot	HEIL OF TEXAS	
Line 1 Mechanical Street Sweeper, per specifications		
1 ea		
Unit Price	$213,685.000	
Extended Price		213,685.00
Line 2 Published Options, per specifications		
1 ea		
Unit Price	$113,450.000	
Extended Price		113,450.00
Line 3 Freight, per specifications		
1 ea		
Unit Price	$4,000.000	
Extended Price		4,000.00
Line 4 PDI-Pre-Delivery Inspection , per specifications		
1 ea		
Unit Price	$1,000.000	
Extended Price		1,000.00
Line 5 Discount , per specifications		
1 ea		
Unit Price	($6,000.000)	
Extended Price		(6,000.00)
Bid Total		326,135.00
Award by Vendor		$ 326,135.00
City		El Paso, TX

2N

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Fiscal Responsibility, Customer Service
Department	Public Works - Fleet Services Division		
Contact	Donny Hooper, Director Public Works		

Agenda Caption

CONSIDER PURCHASE – HEAVY EQUIPMENT: TWO CABOVER FRONTLOAD REFUSE TRUCKS
Award to: Bruckner Truck Sales - $788,520.00 (HGAC Contract #HT06-20)

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

Agenda Item Summary

Scheduled replacements for units 7825 & 7826, 2014 Mack Frontloader Trucks which have exceeded life cycle. One vehicle is out of service due to excessive repair cost value. Vehicles will be used by Solid Waste Collection for daily commercial operational requirements.
Purchase on HGAC Contract # HT06-20. Delivery March/April 2023

Requested Action

Recommend approval of purchase utilizing HGAC Contract # HT06-20

Funding Summary

Funding for this purchase will be from 61120.84100 Fleet Services Auto Rolling Stock Fund.
Cost $788,260.00

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends Approval purchase of replacement vehicles.

Bid No. 7396 Front Load Refuse Trucks
Opened 4:00 p.m. November 1, 2022

To be awarded as one lot	BRUCKNER TRUCK SALES	
Line 1 Class 8-Cab Over Refuse Truck, per specifications		
1 ea		
Unit Price	$392,760.000	
Extended Price		392,760.00
Line 2 Shipping, per specifications		
1 ea		
Unit Price	$1,500.000	
Extended Price		1,500.00
Line 3 Class 8-Cab Over Style Refuse Truck, per specifications		
1 ea		
Unit Price	$392,760.000	
Extended Price		392,760.00
Line 4 Shipping, per specifications		
1 ea		
Unit Price	$1,500.000	
Extended Price		1,500.00
Bid Total		788,520.00
Award by Vendor		$ 788,520.00
City		Farmington, NM

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Civic Pride
Department	Development Services		
Contact	Justin Oppel, Development Customer Service Coordinator		

Agenda Caption

CONSIDER AWARD – GREENWAYS PUBLIC IMPROVEMENT DISTRICT LANDSCAPE MAINTENANCE CONTRACT

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

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

Agenda Item Summary

This item is to consider the renewal of the Greenways Public Improvement District (PID) landscape maintenance contract for the maintenance of improvements within the Greenways PID. Improvements include park areas, entryway features, irrigation, trees and specialty lighting. All improvements are constructed to applicable City standards. This is the last remaining renewal option in the previously awarded contract.

Requested Action

Consider approval and award of one-year renewal to Ramirez Lawn & Sprinkler – Monthly unit pricing (mowing, repairs, etc.) not to exceed $200,000 annually

Funding Summary

Funding for this contract will be fully funded by PID assessment revenue. The City of Amarillo will not be responsible for funding any services related to this contract.

Community Engagement Summary

Bids for this contract were reviewed as part of a best value bid evaluation process. Three bids were reviewed by a five-member review committee consisting of staff, as well as three members of the Greenways PID Advisory Board and the Greenways HOA manager. Given the criteria evaluated and subsequent scores, the highest evaluated bid was Ramirez Lawn & Sprinkler. The Ramirez contract was presented to the full Greenways PID Advisory Board at their November 9, 2020 meeting. At that meeting, the Board recommended moving forward with awarding the bid.

Staff Recommendation

Development Services Staff is recommending approval and award of the one-year renewal of the recommended bid.

Bid No. 6890 (Renewal) Best Value Bid for City of Amarillo Greenways at Hillside Public Improvement District Landscape Maintenance
Opened 4:00 p.m., November 22, 2022

To be awarded as one lot	Ramirez Lawn Sprinklers	
Line 1 To perform all required maintenance, per specifications		
1 yr		
Unit Price	$200,000.000	
Extended Price	200,000.00	
Bid Total	200,000.00	
Award by Vendor	$ 200,000.00 ✓	*Not to Exceed
City	Amarillo, TX	

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Public Safety
Department	Laboratory Administration - Water Utilities		
Contact	John Collins, Director of Utilities		

Agenda Caption

CONSIDER PURCHASE – INDUCTIVELY COUPLED PLASMA - OPTICAL EMISSIONS SPECTROMETRY INSTRUMENT

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

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

Agenda Item Summary

The Environmental Laboratory inductively coupled plasma – optical emissions spectrometry (ICP-OES) instrument, manufactured in 1998, is obsolete. The instrument is used to analyze metals in the wastewater and stormwater streams to meet City of Amarillo permit requirements. Replacement of the instrument is quoted at $59,341.46 The delivery time for the instrument is quoted as 8 weeks. The instrument is essential to continued laboratory support of internal and external industrial customers.

Requested Action

Requesting approval for the amount of $59,341.46 to purchase a new ICP-OES.

Funding Summary

The amount of $59,341.46 awarded from CIP account 523435.17400.1040 to Agilent Technologies, Inc. for the purchase of an Agilent 5800 VDV ICP-OES.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of funds to Agilent Technologies, Inc. (bid #7325 PO# 151458).

Bid No. 7325 Purchase of Coupled Plasma Optical Emission Spectrometer
Opened 4:00 p.m. September 1, 2022

To be awarded as one lot	AGILENT TECHNOLOGIES, INC		THERMO ELECTRON NORTH AMERICA		FISHER SCIENTIFIC CO, LLC	
Line 1 AVIO 550 Max Cycl./concentrics system or Equal-Bid to inlude installation and familiarization., per specifications						
1 ea						
Unit Price	$59,341.460		$67,892.280		$69,796.280	
Extended Price		59,341.46		67,892.28		69,796.28
Line 2 UV Wavecal Soultion 500 Ml, per specifications						
1 ea						
Unit Price						
Extended Price		-		-		-
Line 3 Soultion Kit for AVIO 500, per specifications						
1 ea						
Unit Price						
Extended Price		-		-		-
Line 4 Chiller Coolant Mix 30 Plus-Five 1/2 Gal, per specifications						
1 ea						
Unit Price						
Extended Price		-		-		-

To be awarded as one lot	AGILENT TECHNOLOGIES, INC	THERMO ELECTRON NORTH AMERICA	FISHER SCIENTIFIC CO, LLC
Line 5 Dell Window 10 System ICP Controller, per specifications			
1 ea			
Unit Price		$1,904.000	
Extended Price	-	1,904.00	-
Bid Total	59,341.46	69,796.28	69,796.28
Award by Vendor	$ 59,341.46 ✓		
City	Wilmington, DE		

AGENDA ITEM NO. 2R

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Public Safety
Department	Amarillo Police Department		
Contact	Lt. Shane Chadwick		

Agenda Caption

CONSIDER AWARD – DATA INTEGRATION CONTRACT FOR AMARILLO REGIONAL CRIME CENTER (ARCC)
(Contact: Shane Chadwick, Police Lieutenant)
Award to: PLACEHOLDER - $750,000.00

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

Agenda Item Summary

Introduce Carahsoft Technology Group and the vehicle to purchase Peregrine Technologies who is the service provider for the integration of systems used by the Amarillo Police Department to allow Patrol/Investigators real-time intelligence in furtherance of the buildout of the ARCC. The Amarillo Police Department has identified (Hexagon RMS/CAD, Brazos, Munis, CRASH, NESS, INCODE, GETAC, LPRs and photos/videos on APD Internal Servers). The Peregrine Technologies solution provides a social network environment that fuses social network analysis (SNA) and Geographical Information Systems (GIS) together to allow a real-time capability to analysis and investigations.

The intent behind the integration is to streamline the investigation process so that searches through multiple systems can be done in a single place. Concept testing shows that these processes when used in conjunction with other software (CLEARVIEW.AI, Briefcam) can yield results in minutes compared to the hours currently spent.

Requested Action

The APD request the approval of the data integration service to continue the buildout of the ARCC.

Funding Summary

The contract with Carahsoft Technology Corp to purchase Peregrine Technologies, Inc. will be paid at $150,000 on year a yearly basis for a total of $750,000 using account 1610.69300.

Community Engagement Summary

While the Analysis and Intelligence Unit receives numerous Law Enforcement request, it also receives numerous requests from the community, local businesses and community organizers. Because the focus of the ARCC is regional, the improvements in data dissemination will benefit the surrounding local agencies to include the Courts, District Attorneys, Federal Agencies, PCSO/RCSO and Texas DPS.

Staff Recommendation

City Staff recommends approval.

Bid No. 7381 Amarillo Regional Crime Center Software
Opened 4:00 p.m. October 27, 2022

To be awarded as one lot		CARAHSOFT TECHNOLOGY CORP.
Line 1 (Year 1) Software Subscription for 1 Year Term, AR2472-CAR001-1YR-509, per specifications		
1 yr		
Unit Price	$150,000.000	
Extended Price		150,000.00
Line 2 (Year 2) Software Subscription for 1 Year Term, AR2472-CAR001-1YR-509, per specifications		
1 yr		
Unit Price	$150,000.000	
Extended Price		150,000.00
Line 3 (Year 3) Software Subscription for 1 Year Term, AR2472-CAR001-1YR-509, per specifications		
1 yr		
Unit Price	$150,000.000	
Extended Price		150,000.00
Line 4 (Year 4) Software Subscription for 1 Year Term, AR2472-CAR001-1YR-509, per specifications		
1 yr		
Unit Price	$150,000.000	
Extended Price		150,000.00
Line 5 (Year 5) Software Subscription for 1 Year Term, AR2472-CAR001-1YR-509, per specifications		
1 yr		
Unit Price	$150,000.000	
Extended Price		150,000.00
Bid Total		750,000.00
Award by Vendor		$ 750,000.00
City		Reston, VA

2R

AGENDA ITEM NO. **2S**

Amarillo City Council
Agenda Transmittal Memo

CITY MANAGER

Meeting Date	December 13, 2022	**Council Priority**	Public Safety
Department	Police 1610		
Contact	Chief Martin Birkenfeld/Lieutenant Fred Harmon		

Agenda Caption

CONSIDER AWARD – POLICE VEHICLE EQUIPMENT AND UPFITTING SERVICES
Award to: Defender Supply - $414,987.44

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

Agenda Item Summary

Award to Defender Supply and purchase of police vehicle equipment and upfitting services for the 2022 Ford Police Interceptor Utility vehicles. These 29 new vehicles have already been purchased and will replace old vehicles from the police fleet. This purchase will upfit the vehicles with police equipment and arrive at the police department nearly completely ready for service.

Requested Action

Approval of the award to Defender Supply and purchase of police vehicle equipment and upfitting services in the amount of $414,987.44

Funding Summary

Jobs Account 415546 $420,291.38

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval.

Bid No. 7412 Emerency Vehicle Equipment Installation
Opened 4:00 p.m., November 17, 2022

To be awarded as one lot	DEFENDER SUPPLY	
Line 1 2022 Ford Interceptor Utility, per specifications		
1 un		
Unit Price	$56,878.42	
Extended Price		56,878.42
Line 2 2022 Ford Interceptor Utility, per specifications		
1 un		
Unit Price	$285,134.92	
Extended Price		285,134.92
Line 3 2022 Ford Interceptor Utility, per specifications		
1 un		
Unit Price	$72,974.10	
Extended Price		72,974.10
Bid Total		414,987.44
Award by Vendor		$ 414,987.44
City		Argyle, TX

AGENDA ITEM NO. 2T

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Public Safety
Department	1910-Fire		
Contact	Brandon Mason, Deputy Fire Chief		

Agenda Caption

CONSIDER PURCHASE – FIREFIGHTING GARMENTS
(Contact: Brandon Mason, Deputy Fire Chief)
Award to Daco Fire Equipment - $443,954.00

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

Agenda Item Summary

Contract for NFPA 1971-compliant firefighting garments, including firefighting coats, pants, and helmets (aka Personal Protective Equipment - PPE) to appropriate the second set of PPE. The seven-year warranty ensures that the PPE is cleaned and repaired annually; and when it cannot be repaired, then the warranty will replace it at no additional costs. Per Texas Commission on Firefighting, PPE shall be replaced before it's 10 years old, or when gear cannot be repaired and recertified to the NFPA 1971 standard.

Requested Action

To approve the contract for firefighting garments to Daco Fire Equipment in the amount of $443,954.00.

Funding Summary

This is a one-time American Rescue Plan Act purchase in the amount of $425,520.00, allocated to account 411868.17400.1040. Additional funding will come from 1910.51300 Clothing and Linen

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of the contract for firefighting garments, to Daco Fire Equipment, in the amount of $443,954.00, authorizing the City Manager to execute the purchasing agreement.

Bid No. 7363 NFPA 1971 Compliant Fire Fighter Garments
Opened 4:00 p.m. October 27, 2022

To be awarded as one lot	DACO FIRE EQUIPMENT	
Line 1 V-FORCE COAT, MALE, 32" 6.5 OZ. ARMOR AP OUTERSHELL ISODRI C4 LINGER SYSTEM REDZONE PARTICULATE GARMENT WITH NO LETTERING OR PATCHES, per specifications		
105 ea		
Unit Price	$1,771.000	
Extended Price		185,955.00
Line 2 V-FORCE PANT, 6.5 OZ. ARMOR, AP OUTERSHELL, ISODRI CR LINER SYSTEM, REDZONE PARTICULATE GARMENT WITH BOOT CUT OPTION, per specifications		
105 ea		
Unit Price	$1,145.000	
Extended Price		120,225.00
Line 3 STAY SAFE EXTENDED WARRANTY, 7 YEARS PER GARMENT, per specifications		
1,470 ea		
Unit Price	$92.000	
Extended Price		135,240.00
Line 4 LEGACY 5 HELMET 2/4" FACESHIELD, PLASTIC THUMBWHEEL ADJUSTMENTS YELLOW, RED, BLACK OR WHITE, per specifications		
7 ea		
Unit Price	$362.000	
Extended Price		2,534.00
Bid Total		443,954.00
Award by Vendor		$ 443,954.00
City		Lubbock, TX



AGENDA ITEM NO. **2U**

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Long Term Plan for Infrastructure
Department	Water Distribution-Wastewater Collection		
Contact	Bruce Walterscheid- Water/Sewer Superintendent		

Agenda Caption

CONSIDER APPROVAL – RENEWAL OF ANNUAL CONTRACT FOR WATER AND SEWER TAPS
Award to - Amarillo Utility Contractors (AUC) – Not to exceed $200,000.00

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

Agenda Item Summary

This contract will assist City of Amarillo Water Distribution and Wastewater Collection Divisions. Due to staffing issues we continue to have a backlog of new taps that still need to be completed. Once the remaining taps purchased before Oct 1st 2022 are completed customers can utilize the contractor to complete taps which will be "At Cost" if they choice to have the taps expedited.

Requested Action

Water Distribution and Wastewater Collection staff request the approval of extension of this bid to complete taps as needed and give the customer a choice to get taps completed within a month.

Funding Summary

This cost will be funded out of Water Distribution 52230.62000 and Wastewater Collection 52240.62000 for all taps paid prior to Oct 1st, 2022. Taps purchased after Oct 1st, 2022, will be "At Cost" and an account will be set up for each customer.

Community Engagement Summary

N/A

Staff Recommendation

Staff is requesting this one-year renewal with one additional (1 year) renewal available.

AGENDA ITEM NO. 2V

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Fiscal Responsibility
Department	Finance		
Contact	Matthew Poston, Director of Finance		

Agenda Caption

CONSIDER PURCHASE – LOCAL GOVERNMENT CUSTOMER-FACING ONLINE PAYMENT PORTAL
Award to: Paymentus Corporation

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

Agenda Item Summary

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

Pricing is based on actual transaction volume:
Utility Payments
Credit/Debit/Digital Wallets - $1.39/transaction
ACH - $0.24/transaction for initial and $0.17/transaction for validated payers
Chargeback/returns - $4.95/item

Non-Utility Payments
Credit/Debit/Digital Wallets/ACH – 2.65% of ticket
Chargeback/returns - $4.95/item

Requested Action

Approval

Funding Summary

Various merchant service fee accounts in departmental operating budgets

Community Engagement Summary

Initial engagement with using departments

Staff Recommendation

Approval

RFP 24-22 BEST AND FINAL SCORES FOR REQUEST FOR PROPOSAL FOR CITY OF AMARILLO LOCAL GOVERNMENT CUSTOMER-FACING ONLINE PAYMENT PORTAL Tabulation Compilation with Breakdown by Evaluator	Matt Poston, Director of Finance	Chris Hightower, Enterprise Application Manager	Jennifer Gonzalez, Utility Billing Manager			Total Points Possible = 300				
Company / Total Points Possible:	100.00	100.00	100.00			Total	Average	Rank		Comments
I3_Milestone dba Milestone Utility Services	**5.0000**	**53.0000**	**60.0000**			**118.0000**	**39.3333%**	**8**		
Invoice Cloud Inc.	**77.0000**	**71.0000**	**76.0000**			**224.0000**	**74.6667%**	**2**		
InfoSend, Inc.	**8.0000**	**38.0000**	**41.0000**			**87.0000**	**29.0000%**	**9**		
CityBase, Inc.	**58.0000**	**56.0000**	**77.0000**			**191.0000**	**63.6667%**	**4**		
CORE Business Technologies	**53.0000**	**80.0000**	**48.0000**			**181.0000**	**60.3333%**	**6**		

ACI Payments, Inc.	75.0000	73.0000	75.0000			223.0000	74.3333%	3		
PayIt, LLC	60.0000	67.0000	55.0000			182.0000	60.6667%	5		
Xpress Bill Pay	22.0000	71.7000	67.0000			160.7000	53.5667%	7		
Paymentus	90.0000	71.0000	92.0000			253.0000	84.3333%	1		

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Public Safety
Department	Amarillo Fire Department		
Contact	Brandon Mason, Deputy Fire Chief		

Agenda Caption

CONSIDER AWARD – PERSONAL PROTECTIVE EQUIPMENT CLEANING AND REPAIR ANNUAL CONTRACT
(Contact: Brandon Mason, Deputy Fire Chief)
Award to: Daco Fire Equipment – Amount Not to Exceed $80,000.00

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

Agenda Item Summary

This is an annual contract to satisfy the requirements of both the National Fire Protection Agency (NFPA) and the Texas Commission on Fire Protection (TCFP) for annual advanced cleaning, repair, and annual inspection of Structural Firefighting protective garments. This is also intended for the repair and maintenance of gear that falls outside of the coverage provided by the warranty program.

Requested Action

To approve the award of a Buyboard Contract for PPE Cleaning and Repair to Daco Fire Equipment in an amount not to exceed $80,000.

Funding Summary

This is a budgeted purchase in the amount of $80,000, allocated to account 1910.51300.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of the contract for cleaning and repair of fire department structural PPE to Daco Fire Equipment in an amount not to exceed $80,000, authorizing the City Manager to execute the purchasing agreement.

Bid No. 7403 Fire Figher PPE Cleaning and Repair Annual Contract
Opened 4:00 p.m., November 17, 2022

To be awarded as one lot	DACO FIRE EQUIPMENT
Line 1 Advanced Clean Structrual Coat, per specifications	
215 ea	
Unit Price	$65.00
Extended Price	13,975.00
Line 2 Advanced Clean Structural Pant, per specifications	
215 ea	
Unit Price	$65.00
Extended Price	13,975.00
Line 3 Advanced Repair Structural Coat, per specifications	
215 ea	
Unit Price	$100.00
Extended Price	21,500.00
Line 4 Advanced Repair Structrual Pant, per specifications	
215 ea	
Unit Price	$100.00
Extended Price	21,500.00
Line 5 Advanced Inspection Structural coat per specifications	
215 ea	
Unit Price	$17.00
Extended Price	3,655.00
Line 6 Advanced Inspection Structural Pant, per specifications	
215 ea	
Unit Price	$17.00
Extended Price	3,655.00
Bid Total	78,260.00
Award by Vendor	$ 80,000.00 Not to exceed

2W

AGENDA ITEM NO. **2X**

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Long Term Plan for Infrastructure
Department	Water Utilities – Hollywood Road WRF		
Contact	John Collins, Director of Utilities		

Agenda Caption

CONSIDER AWARD – SUPPLEMENTARY FILTER RENTAL AGREEMENT FOR HOLLYWOOD WATER TREATMENT FACILITY

This item considers the award of an agreement for rental of supplementary filters for emergency operations at Hollywood Road WRF from Rain for Rent. The total for rental is $82,727.10.

Agenda Item Summary

This purchase is to add supplemental filter capacity to the Hollywood Road WRF. Our current filters are not keeping up with normal flows through the plant creating a violation of the TCEQ permit issued by the state. These filters will add additional capacity to keep up with peak flow and stop the noncompliance.

Requested Action

Utilities staff requests the approval of Bid No. 7296 to Rain for Rent in the amount of $82,727.10.

Funding Summary

This purchase will be funded from 523539.17400.1050. This account has a current balance of $219,539.77

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends the approval of award.

Bid No. 7388 Supplementary Filters for Emgergency at Hollywood WRF
Opened 4:00 p.m. November 3, 2022

To be awarded as one lot	RAIN FOR RENT	
Line 1 Filtration Equipment, per specifications		
1 ea		
Unit Price	$82,727.100	
Extended Price		82,727.10
Bid Total		82,727.10
Award by Vendor		$ 82,727.10
City		Lupton, CO



2X

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Fiscal Responsibility
Department	Animal Management and Welfare		
Contact	Trae Kepley, Purchasing Agent		

Agenda Caption

Consider Award of Annual Contract Bid # 6908 Animal Food/Feed for Animal Shelter in the Amount of $76,950.00

Agenda Item Summary

This is to award Legend + White Corp. the contract for providing animal food/feed to the Amarillo Animal Management and Welfare Shelter.

Requested Action

Consider approval and award of Legend + White Health Corp. - Annual Agreement

Funding Summary

Cost Center 51550 Animal Feed and Medical

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of this contract.

Bid No. 6908 (Renewal) Dog and Cat Food Annual Contract
Opened 4:00 p.m., November 1, 2022

To be awarded as one lot		Legend + White Animal Health Corp
Line 1 DOG AND CAT FOOD ADULT DOG FOOD, PLEASE PROVIDE PROCE PER POUND 46,000 LBS, FOOD TO INCLUDE THE FLOOWING: CRUDE PROTIEN-NOT LESS THAN MINIMUM 22% CRUDE FAT-NOT LESS THAN NOMINAL 12% MOSITURE- NOT MORE THAN 10 CRUDE FIBER-NOT MORE THAN 3.5%,THESE INGREDIENTS "MUST NOT BE IN THE FOOD": WHEAT MIDDLINGS, CORN DISTILLER'S DRIED GRAINS WITH SOLUBLES, per specifications		
46,000 LB		
	Unit Price	$0.650
	Extended Price	29,900.00
Line 2 DOG AND CAT FOOD, PUPPY FOOD, PLEASE PROVIDE PRICE PER POUND 50,000 LBS FOOD TO INCLUDE THE FOLLOWING, CRUDE PROTEIN-NOT LESS THAN MINIMUM 31% CUDE FAT- NOT LESS THAN NOMINAL 20% MOISTURE -NOT MORE THAN 10% CRUDE FIBER- NOT MORE THAN 3% , THESE INGREDIENTS "MUST NOT BE IN THE FOOD" WHEAT MIDDLINGS, CORN DISTILLER'S DRIED GRAINS WITH SOLUBLES, per specifications		
50,000 LB		
	Unit Price	$0.860
	Extended Price	43,000.00
Line 3 DOG AND CAT FOOD, PUPPY FOOD, PLEASE PROVIDE PRICE PER POUND 5,000 LBS FOOD TO INCLUDE THE FOLLOWING, CRUDE PROTEIN-NOT LESS THAN MINIMUM 30% CRUDE FAT- NOT LESS THAN NOMINAL 15% MOISTURE -NOT MORE THAN 10% CRUDE FIBER- NOT MORE THAN 3% , THESE INGREDIENTS "MUST NOT BE IN THE FOOD" WHEAT MIDDLINGS, CORN DISTILLER'S DRIED GRAINS WITH SOLUBLES, per specifications		
5,000 LB		
	Unit Price	$0.810
	Extended Price	4,050.00
	Bid Total	76,950.00
	Award by Vendor	$ 76,950.00
	City	LINCOLNSHIRE, IL

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner, Director of Aviation		

Agenda Caption

CONSIDER APPROVAL – NEW FIXED BASE OPERATOR (FBO) OPERATING LEASE AGREEMENT AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT, BETWEEN THE CITY OF AMARILLO AND MARCEE PROPERTIES, LLC.

Agenda Item Summary

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

Requested Action

Please approve the Fixed Base Operator Operating Lease Agreement between the City of Amarillo and Marcee Properties, LLC.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of this lease agreement.

FIXED BASE OPERATOR LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF AMARILLO AND MARCEE PROPERTIES LLC

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FIXED BASE OPERATOR LEASE AND OPERATING AGREEMENT

This Fixed Base Operator Lease and Operating Agreement ("Agreement") is entered into by and between the City of Amarillo, ("City" or "Airport" or "Lessor"), and Marcee Properties, LLC, a corporation organized and existing under the laws of the State of Texas doing business as "Haven Aero" ("Lessee") on this 13th day of December, 2022.

WITNESSETH:

WHEREAS, The City of Amarillo is the owner and operator of the Rick Husband Amarillo International Airport ("Airport"); and

WHEREAS, Lessee desires to lease land at the Rick Husband Amarillo International Airport for the purposes of constructing an aircraft hangar and aviation fuel storage facility; and

WHEREAS, Lessee desires to operate as a Fixed Base Operator (FBO) and provide all required services of an FBO as prescribed in the Airport's Minimum Standards for Commercial Aeronautical Activities, including a significant aircraft maintenance business; and

WHEREAS, Lessor has land available and agrees to lease the required land to the Lessee for the said purposes;

NOW, THEREFORE, in consideration of the agreements set forth herein and of the mutual covenants herein set forth, the parties agree as follows:

SECTION 1 PREMISES

Section 1.1 The City does hereby demise and let unto Lessee and Lessee does hereby lease and take from the City the real property described in Exhibit A attached to this Agreement and by this reference made a part of this Agreement ("Leased Premises"), together with all rights (including, but not limited to, the rights of ingress and egress) licenses and privileges needed in connection therewith for operating as a Fixed Based Operator on the Leased Premises. The Leased Premises consists of 244,816.98 square feet.

Section 1.2 Lessee covenants that it will use its best efforts to prevent the general public (other than employees, customers and visitors of the Lessee, and the Lessee's sub-lessees while conducting business at the Leased Premises) from parking automobiles on the Leased Premises, and in no event shall the Lessee operate a public automobile parking facility and/or charge for automobile parking (other than charging its employees, customers and visitors of the Lessee, and the Lessee's sub-lessees while conducting business at the Leased Premises) on the Leased

Premises. The Lessee shall use, and shall permit others to use, automobile parking spaces on the Leased Premises solely for the parking of automobiles of persons employed by businesses operating on or patronizing the Leased Premises.

SECTION 2 TERM

Section 2.1 Lessee shall have and hold said Leased Premises for a period of forty (40) years, commencing at 12:01 a.m. local time on the __1st___ day of __January_, _2023 and ending on the _31st day of _December, _2063, at 11:59p.m. local time.

Section 2.2 At the end of the term of this Agreement, or at any time this Agreement is earlier terminated, the Lessee shall, within forty-five (45) days after the date of termination, remove itself and all personal possessions, excluding fixtures and other permanent improvements, and vacate the Leased Premises.

SECTION 3 MINIMUM STANDARDS; USES REQUIRED AND PERMITTED

Section 2.1 For the conduct of its business on the Airport, the Lessee covenants that it will be, throughout the duration of this Agreement, in compliance with the "Minimum Standards for Commercial Aeronautical Activities at the Rick Husband Amarillo International Airport" (the "Minimum Standards") as amended or modified from time to time and as approved by the City. The Minimum Standards are hereby made part of this agreement and incorporated herein by reference and a copy of the Minimum Standards may be obtained at the Airport Administration Offices. The Lessee agrees to comply with the provisions of amendments to the Minimum Standards as may be enacted by the City from time to time during the term of this Agreement.

Section 3.2 Lessee is hereby designated a general Fixed Base Operator and is authorized by the City to engage in a full range of aeronautical duties and furnish a full range of aeronautical services. These activities and services are more particularly specified in Section I, Item B, of the Minimum Standards.

Section 3.3 All requests by Lessee to provide other services and activities not provided for in the Minimum Standards shall be submitted to the City in writing with a clear and concise description of the proposed service accompanied by the appropriate exhibits. Approval or rejection of any such proposal made to the City will be made by the City in writing.

Section 3.4 Nothing herein shall limit, restrict, or take away the Lessee's right to enter into an agreement to do business with any manufacturer, distributor, wholesaler, or retailer, service representative, supplier, or other agent of their choice, except as may be specifically stated herein.

SECTION 4 RENTALS, FEES, AND CHARGES

Section 4.1 Lessee shall pay to the City as rentals, fees, and charges for the Leased Premises the following:

a. The Total Annual Rental Amounts listed in Exhibit "B." Said rental shall be payable at the rate of 1/12th the Annual Rental Amounts, in advance, commencing on January 1, 2023, and monthly thereafter, on or before the first business day of each calendar month of the term; and

b. For in-flight catering services rendered to aircraft carrying fifty (50) or more passengers, Lessee agrees to pay to the City a percentage of the gross receipts from catering such that the total percentage payable to the City will equal the percentage paid to the City by the food and beverage concessionaire(s) in the Airport Terminal (currently 10%) which payment shall be due on or before the fifteenth (15) day following the end of each calendar month in which the catering services were provided; and

c. Five and one quarter cents ($.05250) per gallon of aviation fuel sold during each month from the Leased Premises to all customers, except Department of Defense contract fuel customers, which payment shall be due on or before the fifteenth (15th) day following the end of each calendar month during which the aviation fuel was sold; and

d. Four and one quarter cents ($.04250) per gallon of aviation fuel sold during each month from the Leased Premises to all aircraft purchasing fuel through a Department of Defense fuel contract (typically administered by the Defense Logistics Agency – Energy), which payment shall be due on or before the fifteenth (15th) day following the end of each calendar month during which the aviation fuel was sold.

Section 4.2 Lessee shall furnish to the City a report of total gross revenues derived from catering sales in Section 4.1(b) herein, the number of gallons of aviation fuel sold during the preceding calendar month, and landing fees collected in accordance with Section 4.5 herein, by the fifteenth (15th) day following the end of each calendar month for sales made during the prior

month. Lessee shall keep accurate books and records of these items and shall permit the City to examine and inspect such books and records at any reasonable time.

Section 4.3 The parties hereto agree that the rentals, fees, and charges provided in Section 4.1 a., above, and as detailed in Exhibit B, shall be increased in accordance with changes in the Producer Price Index (PPI) series 488190488190 ("Other support activities for air transport") as calculated by the U.S. Department of Labor, Bureau of Labor Statistics, (www.bls.gov) or such other index as might replace it, once every five (5) years after the initial ten (10) year period, the initial ten (10) year period being further detailed and described in Exhibit B as Lease Period 1 through Lease Period 3, for the duration of this Agreement, including any and all extensions. The PPI BASE Year shall be Year 10 of this agreement. All calculations shall be performed when the final statistics for the relevant five (5) year period are available from the Bureau of Labor Statistics (or any successor entity) and any and all increase shall apply retroactively to the beginning date of the calculation.

Section 4.4 RESERVED

Section 4.5 Pursuant to the Minimum Standards, Lessee shall be obligated to collect landing fees from persons or entities using the Airport facilities (Runways or Taxiways) and who are customers of Lessee who are not signatories to any lease, license, or operating agreement with the City and Lessee shall remit a payment of seventy-five percent (75%) of such collections to the City on or before the fifteenth (15^{th}) day following the end of each calendar month during which such fees were collected.

Section 4.6 Lessee agrees that an audit may be made of Lessee's books and records at any reasonable time during normal business hours and on reasonable notice by the City or by a designated agent of the City. If such audit indicates an underpayment of an amount equal to two percent (2%) or greater of the amounts due to the City under this section of the Agreement, the Lessee shall pay the amount due plus the cost to the City of the audit. Payment shall be made by Lessee within fifteen (15) calendar days after Lessee's receipt of City's billing and a copy of the audit. Lessee may, however, within that time file with the City written exceptions to the audit. Any exceptions timely filed shall be resolved within thirty (30) days in accordance with the usual manner of settling disputes. Any overpayment to the City revealed by such audit will be credited against the next payment due from Lessee.

Section 4.7 Within one hundred twenty (120) days after the close of each calendar year hereunder, Lessee shall furnish to the City a statement of gross revenues arising out of its leasing, sales, services and other activities hereunder for the preceding year. Such statements shall be certified by an officer of the Lessee.

Section 4.8 Any payment not delivered to the City when due shall be subject to a late payment charge of one and one-half percent (1 ½%) per month until paid, except those payments found by audit as described in paragraph 4.6 above.

Section 4.9 The City shall have the right to negotiate, at its sole discretion, the fuel fees enumerated in Section 4.1.c and 4.1.d above every ten (10) years of this Agreement, including any extensions hereof. Such negotiations, if enacted, shall take place at least one hundred eighty (180) days prior to the end of each ten (10) year period following the execution date of this Agreement, and if no agreement to modify the fuel fees is agreed upon between the parties at least ninety (90) days prior to the end of any ten (10) year period, then the parties automatically agree that the fuel fees will remain the same for the next ten (10) year period.

SECTION 5 MAINTENANCE OF ACCOUNTING RECORDS

Section 5.1 Lessee shall maintain books, records, and accounts in accordance with generally accepted accounting principles and in such form and detail as shall adequately and correctly reflect and account for the business transactions of the Lessee. Said books, records, and accounts shall be open for inspection and audit by the City upon reasonable notice and during normal business hours and shall be maintained by Lessee for a period of four (4) years following the year during which the business transaction(s) occurred.

(Remainder of this page intentionally left blank)

SECTION 6 IMPROVEMENTS

Section 6.1 No improvements shall be made on the Leased Premises by Lessee without the written consent of the City. All such improvements shall comply with the Airport Design Group ('ADG"), then current safety regulations, building codes, fire regulations, and applicable laws and ordinances of the United States, the State of Texas, and the City of Amarillo. All such improvements shall be pursued to completions once initiated with the exercise of all due diligence and attention and without undue delay.

Section 6.2

a. Lessee covenants and agrees that it will make capital improvements to the Leased Premises by the investment of at least One Million Dollars ($1,000,000.00) exclusive of finance interest, legal or accounting fees, or overhead expenses by or before December 31, 2024, in the form of at least a new hangar building and a new fuel storage facility. If necessary, temporary facilities are permitted on the leased premises and shall not incur a separate airport lease fee. Airport and Lessee shall agree to the placement of any temporary facilities prior to their placement. Lessee shall be solely responsible for all utilities and any other expenses involved with temporary facilities.

b. Lessee understands and agrees that no liens, including but not limited to mechanic's or material men's liens, will be tolerated on City property, and Lessee agrees to remove any such lien(s) immediately, either by payment or bonding it off.

c. Lessee agrees to make the capital improvements contemplated in this section no later than December 31, 2024.

Section 6.3 Lessee further agrees and understands that its commitment for expenditures for additional capital improvements contained in this Section 6.2 is accepted by the City in lieu of rental for the capital improvements made by Lessee, title to which will vest in the City upon termination of this Lease.

Section 6.4 It is understood and agreed that the Master Plan for the Rick Husband Amarillo International Airport designates an area of the Leased Premises for possible expansion of the commercial passenger terminal at the Airport. Lessee shall not be authorized to construct any permanent improvements in this area.

Section 6.5 All improvements made by the Lessee to the Leased Premises shall be in accordance with the Federal Aviation Administration approved Airport Master Plan, as it may be

amended from time to time, unless prior written approval to do otherwise is granted by the City. All improvements made by the Lessee to the Leased Premises shall be subject to the prior architectural, engineering, and contractor approval of the City and subject to the Airport Design Guidelines and the Airport Supplemental Design Guidelines. Performance and Payment Bonds in amounts commensurate with the cost of the improvements shall be required by the City to be posted by the Contractor in connection with all improvements to the Leased Premises made by the Lessee.

Section 6.6 Lessee shall construct, or cause to be constructed, on or before December 31, 2024, an aircraft maintenance and storage hangar (approximately 22,500 sq. ft.) meeting all requirements of the current Minimum Aeronautical Standards of the Rick Husband Amarillo International Airport, to include attached office space (approximately 9,600 sq. ft.) and an associated automobile parking area. Lessee shall provide a copy of all conceptual, architectural, and construction drawings for approval by Lessor prior to the start of construction.

Section 6.7 Lessee shall construct, or cause to be constructed, on or before December 31, 2024, an aviation fuels storage facility consisting of _at least 2_____ above-ground fuel storage tanks with secondary containment as required by all applicable environmental regulations, local codes, and any other applicable rules or regulations. Lessee shall provide a copy of all conceptual, architectural, and construction drawings for approval by Lessor prior to the start of construction. This fuel storage facility shall have gated access from the secured area and gated access from the public side, unless Lessor approves an alternate design. Locks and locking mechanisms shall be provided by Lessee.

Section 6.8 All improvements constructed on the leased premises, including, but not limited to, the hangar and the fuel storage facility, shall become the property of Lessor upon termination of this Agreement at the end of the lease term, unless the lease term is extended further by amendment of this Agreement by mutual agreement of the parties hereto. Lessee shall maintain ownership of all improvements constructed on the leased premises, including but not limited to the hangar and fuel storage facility, until the termination of this Agreement, including any extensions.

SECTION 7 RIGHTS OF TERMINATION

Section 7.1 Except as otherwise set forth herein, upon any failure of performance of the terms of this Agreement by Lessee, or in the event of flagrant or repeated violations by Lessee's officers, agents, or employees, of the Airport Rules and Regulations, which Rules and Regulations are incorporated herein by reference, the Minimum Standards or any other written mandate approved by the City Council of the City of Amarillo, the City may elect to treat such failure or violation as a breach of this Agreement and may cancel and terminate this Agreement by giving written notice to Lessee. Upon receipt of such notice, Lessee shall have a period of thirty (30) days thereafter within which to remedy such breach, provided that, in the event the breach cannot be remedied within such period the Lessee must nevertheless, within such period, initiate the remedy and diligently and continuously prosecute its completion. Should Lessee fail to remedy such breach or initiate the remedy within the prescribed thirty (30) days, this Agreement shall be considered terminated immediately and without further notice to Lessee. The City may at its sole discretion extend the time for remedy of the breach for such additional time as it deems necessary to correct same.

Section 7.2 In addition to the right of the City to terminate the Agreement as forth in 7.1 above, the City shall have the right to terminate this Agreement immediately upon the occurrence of any one or more of the following circumstances, which termination shall be accompanied by written notice to Lessee setting forth the effective date of termination:

a. In the event that there is any default in payment by the Lessee of rentals, fees, and charges due to the City under this Agreement and such default continues for ten (10) days following written notice by the City to the Lessee of sums due, owing, and unpaid, which payment is not contested by Lessee within ten (10) days following the written notice of default.

b. Upon receipt by City of notice of cancellation of Lessee's insurance, or upon receipt of notice of reduction of Lessee's insurance below the limited required herein, Lessee shall be required to cease all operations immediately, and shall have a period of thirty (30) days within which to replace said insurance or restore it to the required limits; and Lessee's failure to do so within said period shall constitute grounds for termination.

c. Upon receipt of notice of the filing of voluntary petition of bankruptcy by Lessee; adjudication of Lessee as bankrupt; the filing of any involuntary petition of bankruptcy against Lessee and failure of Lessee to have the same dismissed within a reasonable time; appointment of

receiver of Lessee's assets; the making of a general assignment for the benefit of creditors; the filing of a petition or answer seeking an arrangement for the reorganization of Lessee under any Federal Reorganization Act, including petitions and answers under the Federal Bankruptcy Act; the occurrence of any act which operates to deprive the Lessee permanently of the rights, powers and privileges necessary for the proper conduct and operation of the privileges granted herein; or, the levy of any attachment or execution which substantially interferes with Lessee's operation under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

d. Upon the voluntary abandonment, vacating, or discontinuance of Lessee's operations on the Leased Premises for more than seventy-two (72) consecutive hours, unless such abandonment, vacating, or discontinuance is caused by national emergency, order of a governmental authority, Act of God, or similar causes not within the Lessee's control.

e. Issuance by any Court of competent jurisdiction of any injunction substantially restricting the Lessee's activities and the continuation of the injunction, whether permanent or temporary, for a period of thirty (30) days.

Section 7.3 The City shall have the right to terminate this Agreement as to all or any portion of the Leased Premises needed for approved Airport expansion provided the City gives three hundred and sixty five (365) days advance written notice to Lessee of the need to reclaim all or a portion of the Leased Premises for approved airport expansion, and purchases from the Lessee the unamortized portion of any improvements on any reclaimed property. City agrees in such event to make a reasonable effort to offer Lessee, from any other Airport area designated or suitable for use by fixed base operators, an alternative site with similar operating area, with access to aircraft apron and other airport facilities equivalent to that offered to any other fixed base operator on the Airport (if any), and upon lease terms reasonably related to the extent of relocation of Lessee's operations which may be required of Lessee.

Section 7. Lessee shall have the right to terminate this agreement at any time during its term after the occurrence of any one or more of the following circumstances, which termination shall be accomplished by written notice to the City setting forth the effective date of termination;

a. The City commits any act or acts preventing the Lessee from conducting reasonable normal business activities and operations for a period of more than thirty (30) days.

b. The interruption of the normal business activities of Lessee or its operations for a period of more than thirty (30) days due to civil strife and commotion, acts of military power, damage to the runways, or issuance of Court Order restraining the use of the Airport.

SECTION 8 INSURANCE

Section 8.1 At all times during the term of this Agreement or any agreed upon extended term hereof, Lessee shall maintain in force a policy or policies of insurance issued by a company or companies duly authorized to do business in the State of Texas and with a Best Rating of B+ or better, covering the Leased Premises and any additional premises necessary or incidental to Lessee's operations with the following coverages:

a. Commercial General Liability Insurance with a minimum bodily injury and property damages per occurrence limit of $10,000,000.00 for coverage of bodily injury and property damage; personal and advertising injury; and products/completed operations. Additionally the policy shall contain Independent Contractor Coverage, Ground Hangarkeepers liability, blanket contractual liability coverage for liability assumed under the Lease, and medical expense coverage of $5,000.00 any one person.

b. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of $1,000,000.00 for bodily injury and property damage.

c. Aircraft Liability Insurance for all Operator owned or operated aircraft with a minimum bodily injury and property damage per occurrence limit of $10,000,000.00. The policy shall also contain non-owned aircraft liability and blanket contractual coverage for liability assumed under the Lease.

d. Workers' Compensation and Employers Liability coverage with limits consistent with the Texas Workers' Compensation Act and minimum policy limits for Employers Liability of $1,000,000.00.

These limits may be changed from time to time by the City.

Section 8.2 The City, its council, officers, and employees shall be named as additional insureds for commercial general liability and business automobile liability; certificates evidencing such coverage shall be provided to the City. The workers' compensation and employer's liability

must contain a waiver of subrogation in favor of the City. All policies shall be endorsed to provide for notice by the company to the City in writing at least thirty (30) days prior to the amendment, cancellation, or termination of any policy or policies of insurance provided by the Lessee pursuant to the terms of this Agreement.

Section 8.3 The Lessee shall at all times during the term hereof, provide fire and extended coverage insurance for each permanent or temporary building or other facility situated within the Leased Premises, in an amount adequate to provide for the repair or replacement of each structure if damaged or destroyed. Such insurance shall provide coverage at all times in an amount equal to at least ninety percent (90%) of the replacement cost of each building or facility, and shall be issued by a company duly authorized to do business in the State of Texas; and such insurance shall name the City as an insured as its interest shall appear.

Section 8.4 The proceeds of such insurance shall be used by the Lessee exclusively for the repair or replacement of each such building or facility damaged or destroyed by fire or other covered peril in the minimum possible time, and the building or facility shall be returned to its pre-damaged condition or so improved or modified as to be equivalent in value to the pre-damaged building or facility, unless otherwise agreed to by the City.

Section 8.5 The Lessee shall be solely responsible for providing and maintaining any insurance required by it covering fire, theft and/or other peril on the contents of buildings and facilities occupied by it or its subtenants within the Leased Premises.

Section 8.6 The Lessor shall, under no circumstance, be liable for any loss of revenue to Lessee due to diminished, impeded, or complete loss of operational capability which is a result of fire, other destruction, or partial destruction, of any building or equipment that is insurable under any policy provided by Lessee or Lessor.

SECTION 9 INDEMNITY

Section 9.1 Lessee shall protect, defend, indemnify and hold harmless the City and its Council, officers and employees from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, interest and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Leased Premises, or out of the

acts or omissions of Lessee's officers, agents, employees, subtenants, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death, or damage is caused predominately by the negligence of the agents, servants, or employees of the City. The City shall give to Lessee prompt and timely notice of any such claim or action. The City shall be entitled to choose counsel to represent it, at Lessee's expense, in connection with the matters covered by the provisions of this Section, and said provisions shall survive the expiration or early termination of this Agreement.

Section 9.2 Lessee agrees to insure the above contractual obligation to City. Lessee and its insurer, or either of them, shall have the right to compromise and defend all claims, actions, suits, or proceedings to the extent of the Lessee's interest therein; and in connection therewith, the parties hereto agree to cooperate fully with each other and with Lessee's insurer in the defense thereof.

Section 9.3 It is expressly understood and agreed that Lessee and its contracting parties are, and shall be independent contractors and operators, responsible to all parties for their acts or omissions, for which the City shall in no way be responsible.

Section 9.4 The rights and indemnification under this Agreement are, in addition to all other rights and remedies of the City hereunder and available, at law or in equity. The indemnification provisions herein shall survive the expiration or earlier termination of this Agreement.

SECTION 10 FAIR AND EQUITABLE TREATMENT

Section 10.1 It is understood and agreed that the rights, privileges, and licenses granted herein to Lessee shall not be exclusive, but the City, at its option, may also grant similar rights, privileges, and licenses, and may lease other space to one or more additional lessees and licensees; however, such additional leases or licenses shall not be for rentals, fees, or on terms and conditions more favorable than those imposed upon Lessee herein.

SECTION 11 SIGNS

Section 11.1 The Lessee shall have the right to install, paint, place, display, exhibit, or otherwise locate signs and other advertisements promoting its name and the brands of products

and services that it offers for sale at such locations upon the Leased Premises or any improvements thereon as it may choose; provided, however, that such installation is in compliance with the City's Sign Ordinance, and that the Lessee has applied for and received prior written approval by the City for such signs and their locations.

Section 11.2 The City hereby acknowledges its approval of all such signs presently in place on the Leased Premises, if any.

SECTION 12 MAINTENANCE

Section 12.1 Lessee, at its sole cost and expense, shall maintain the Leased Premises and the improvements and appurtenances thereto at all times in a safe and neat condition, free of unsightly conditions and in good physical repair consistent with good business practice. Lessee shall repair all damage to the Leased Premises caused by its employees, subtenants, licensees, or visitors or arising out of its operation thereon; it shall maintain and repair all equipment thereon, including any drainage installations, paving, curbs, islands, and improvements; and it shall maintain and repair such buildings and facilities as shall be necessary from time to time. Lessee shall have responsibility for removal of snow, ice, and debris from the Leased Premises.

Section 12.2 The City, in its discretion, which shall be reasonably exercised, shall be the judge of the quality of maintenance. Upon written notice by the City to Lessee, Lessee shall be required to perform reasonable maintenance that the City deems necessary. If such maintenance or reasonable steps to undertake such maintenance are not commenced by Lessee within ten (10) days after receipt of such written notice, the City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which, including a 10% administrative charge, shall be borne by Lessee. Payment for such work performed by the City shall be made by Lessee within thirty (30) days after receipt of billing by the City for the same.

Section 12.3 The Lessee shall provide proper and adequate container-enclosed storage for all garbage, trash, debris, junk, rags and other items within the Leased Premises awaiting collection and disposal, and shall be solely responsible for arranging for and paying the cost of collection and disposal of the same.

Section 12.4 Lessee shall provide fence, fence gates, and locks as may be prescribed by Lessor in order to maintain the general security of the Airport and of the Leased Premises.

SECTION 13 TAXES AND LICENSES

Section 13.1 Lessee shall pay all license fees, permit fees, and/or any and all taxes necessary or required by law in connection with its occupancy of the Leased Premises or the operation of its business thereon. In the event that by legislative enactment, judicial action, or administrative decision the City or Lessee shall be determined to be liable for any real estate taxes, charges in lieu of taxes, or use charge assessed against the Leased Premises or improvements thereon, or any excise or tax on the activities or operations conducted on the premises, Lessee shall pay the same in the manner provided and shall reimburse the City for any such taxes, charges, or excises that the City may be required to pay.

Section 13.2 Lessee shall have the right, either in its own name or in the name of the City, to contest or litigate, in the appropriate tribunal or tribunals, the validity of such assessment or the amount thereof at the expense of the Lessee. Lessee shall indemnify and hold harmless City against any loss or damage arising from Lessee's contest of said assessment or its failure to pay the same pending final adjudication of the validity of the assessment and/or the amount thereof by Court or other tribunal of competent jurisdiction.

Section 13.3 As in the above section, the phrase "charge in lieu of taxes" shall not include any charges in lieu of taxes voluntarily assumed by the Lessee or City. Such charges voluntarily assumed shall be the obligation of the Lessee or City, as the case may be, voluntarily assuming obligation for the same.

SECTION 14 UTILITES

Section 14.1 Lessee shall pay, and be solely responsible for payment of, all utility bills and charges for its business and operations on the Leased Premises, including but not limited to: water, sewer, electricity, television services, internet services, and all other communications services.

Section 14.2 Lessee understands that the Rick Husband Amarillo International Airport is not the provider of utilities for any buildings or other improvements included in this Amendment and that it is Lessee's responsibility to ensure appropriate utilities are coordinated directly with the company, organization, or office that is going to provide those utilities to the buildings and improvements included in this Agreement. Additionally, Lessee shall be solely responsible for

obtaining utilities access and service, and for paying any associated fees for obtaining utilities or providing routine utilities service.

SECTION 15 LAWS AND REGULATIONS

Section 15.1 Lessee agrees to observe, obey, and abide by all applicable current and future federal, state, and local applicable laws, ordinances, rules, and regulations including, but not limited to, all applicable Airport and airfield rules and regulations for the common and joint use of the Airport facility and all applicable rules and regulations promulgated by the Federal Aviation Administration, the Transportation Security Administration, or any other governmental agency having jurisdiction over the subject matter.

Section 15.2 Any fines incurred as a result of violations by the Lessee or its employees, or the failure by the Lessee or its employees to fulfill its obligations with respect to airport security measures adopted by the Airport in the form of the Airport Security Program under TSR 1542 (as amended from time to time) and/or any directive from the Federal Aviation Administration, within its assigned area or responsibility, shall be the sole responsibility of the Lessee, once all appeals procedures reasonably agreed to by the parties have been exhausted. In any case where the Lessee desires to have an appeal pursued at the Lessee's expense, the City agrees to cooperate fully in such appeal, provided the Lessee pays all reasonable expenses of the City related to such appeal.

SECTION 16 FIRE SAFETY AND SECURITY

Section 15.1 Lessee shall at all times comply with all applicable laws, ordinances, and regulations pertaining to fire prevention and protection, and shall furnish and maintain adequate fire extinguishers in sufficient numbers and in convenient and accessible places upon the Leased Premises, said fire extinguishers to be charged and ready for immediate use as required by said fire regulations and applicable laws and ordinances. Lessee shall abide by all applicable NFPA guidelines related to fire prevention and protection.

Section 16.2 Lessee acknowledges that although the City maintains certain fire-fighting capabilities as required for its operation of the Airport and maintains a police and/or security force for the protection of the public, and providing the security required by the Transportation Security Administration and other governmental agencies, and that while the same may be available for

emergencies of the Lessee from time to time, the City is under no obligation to provide police or fire protection to the Lessee.

SECTION 17 EASEMENTS

Section 17.1 The Leased Premises are accepted by Lessee subject to any and all existing easements or other encumbrances. The City reserves the right to establish, grant, or utilize easements or rights-of-way over, under, along, and across the Leased Premises for utilities, pipelines, drains, or access as it may deem advisable for the public good; provided, however, that the City agrees to exercise such rights in a manner that will not unreasonably interfere with Lessee's use of the Leased Premises.

SECTION 18 ACCESS BY TITLE AUTHORITY

Section 18.1 The City shall have the right to enter the Leased Premises during normal business hours on reasonable notice, and at any time in the event of an emergency, to inspect the Leased Premises, and for any lawful purpose, provided that such entry by the City shall not unreasonably interfere with Lessee's conduct of its business.

SECTION 19 HOLDING OVER

Section 19.1 Should Lessee remain in possession of Leased Premises after the expiration of the term of this Agreement without having executed a new lease, such holding over shall be construed as a tenancy from month to month, subject to all conditions, provisions, and obligations of this Agreement applicable to a month-to-month tenancy, and subject to applicable federal, state, and local laws.

SECTION 20 NON-DISCRIMINATION

Section 20.1 Lessee, in the use of the Leased Premises, and in the services offered hereunder, will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, national origin, sex, or religion. Such

action shall include but not be limited to the following: Employment, Referral for Employment, Upgrading, Demotion or Transfer, Recruitment or Recruitment Advertising, Lay-off or Terminations, Rates of Pay or Other Forms of Compensation, and Selection for Training including Apprenticeship. The parties agree to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this Section 20.

Section 20.2 The Lessee, for itself, successors in interest, and assigns, as a part of consideration hereof, does hereby covenant and agree as a covenant running with the land:

a. That no person, on the grounds of race, color, national origin, sex, or religion, shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of Lessee's facilities;

b. That in the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, that no person on the grounds of race, color, national origin, sex, or religion shall be excluded from participation therein, denied the benefits thereof, or otherwise be subject to discrimination;

c. That the Lessee shall use the premises in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Section 20.3 In the event of such breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement and to re-enter and repossess the Leased Premises and hold the same as if this Agreement had never been issued. This provision shall not be effective until the procedures of Title 49, code of Federal Regulations, Part 21, are followed and completed including exercise of expiration or appeal rights.

SECTION 21 ASSIGNMENT

Section 21.1 The Lessee shall neither directly nor indirectly give, assign, encumber, transfer, or grant control of this Agreement or any interest herein, or right or privilege granted hereunder, or sublet the whole or any portion of the Leased Premises, or license the use of the same in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld. In addition, any sublease, license, or assignment of property or rights to a

commercial operator (as defined in the Minimum Standards) for the purpose of generating revenues from operations on the Airport shall require the approval of the City, and any other subleases or assignments, with the exception of T-hangar leases (if any), tie-down agreements, and aircraft storage agreements, all entered into in the normal course of business, shall all require the approved of the City.

Section 21.2 Any request for consent or approval must be in writing; and requests related to commercial operators must be accompanied by an agreement, signed by the proposed assignee, sublessee, or licensee of the Lessee, providing for payment to the City by such party as provided in the Minimum Standards.

Section 21.3 Any breach of any provision of this Section shall give the City the right to terminate this Agreement immediately. Any transfer of this Agreement from Lessee by merger, consolidation, or litigation shall constitute an assignment for the purposes of this Agreement. Upon any termination of this Agreement, the City shall have the right, at its election to terminate any sublease in effect without the consent of the sub lessee concerned, or any license agreement without the consent of the licensee concerned. However, the City reserves the right to assume all subleases of Lessee to avoid interruption of subtenant/sub lessee operations.

Section 21.4 No assignment or subletting shall relieve the Lessee from its responsibilities to pay rents, fees, and charges assumed under the provisions of this Agreement, and the Lessee shall remain primarily liable therefore.

Section 21.5 Any assignee, sub lessee or licensee of the Lessee approved by the City in writing will be subject to the same Minimum Standards applicable to the Lessee.

Section 21.6 The City recognizes that Lessee may have a need to request consent to assign its leasehold estate as security for financing for its business operations, and the City agrees that it will cooperate with Lessee and the financial institution chosen by it in the drafting of suitable documents for that purpose, and that its consent to such assignment will not be unreasonably withheld.

Section 21.7 Any sale of a majority of the stock of Lessee shall be considered an assignment under this Section 21 and shall be governed by the terms hereof.

Section 21.8 The City shall be entitled to recover, from Lessee, reasonable attorneys fees or other expenses incurred by the City in connection with any proposed assignment of this

Agreement, and Lessee shall pay such costs and expenses immediately and directly to the City upon execution of the documents necessary to conclude the transaction.

SECTION 22 FOOD AND BEVERAGE; VENDING

Section 22.1 Lessee shall have the right to operate a food and beverage concession to serve customers in its General Aviation Area and to provide in-flight catering service to aircraft operating from its General Aviation Area. For in-flight catering services rendered, Lessee agrees to pay the City the fee set forth in Section 4.1 b. above.

Section 22.2 Lessee shall have the right to install, on the Leased Premises, vending machines dispensing beverages and similar products. The receipts from vending machines are not subject to any gross receipt fee set forth herein.

SECTION 23 GENERAL COVENANTS AND CONDITIONS

Section 23.1 The City covenants that it shall continue to operate the Airport as a public facility for the use and benefit of the general public throughout the term of this Agreement, consistent with applicable government regulations and subject only to circumstances that are unknown at the time of execution of this Agreement and beyond the control of the City.

Section 23.2 The laws of the State of Texas shall govern disputes arising out of, or due to the execution of the terms or conditions of this Agreement. The parties each, individually and collectively, submit to the jurisdiction of the state courts of Potter County, Texas, and the federal court of the Northern District of Texas.

Section 23.3 The Lessee covenants that it shall furnish and supply services to all users of the Airport on a fair, equal, and not unjustly discriminatory basis and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of service rendered. The Lessee shall, however, be permitted to give reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers in accord with generally accepted trade practices. The Lessee shall provide its current prices and charges for goods sold, services provided, and activities conducted under this Agreement to the City upon request.

Section 23.4 The Lessee agrees, and shall cause its sub lessees, licensees, successors, and assigns to agree to operate and maintain the facility in accordance with applicable local ordinances,

state and federal statutes, and the rules and regulations of the United States Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Fire Marshal, the applicable National Fire Protection Association (NFPA) guidelines, applicable building codes, commonly accepted industry practices, and the rules, regulations and practices approved or mandated by any other federal, state, or local government or agency thereof having jurisdiction over disposal procedures and practices, water or air quality control, or other environmental concerns.

Section 23.5 The Lessee further covenants that it will under no circumstances dispose of unused or contaminated fuel, oil, solvents, paint, other petroleum or petrochemical products of any type, whether liquid or solid, or any other material deemed a hazardous material by dumping or burning by fire, either upon or off the Airport premises in any manner or fashion, but shall dispose of the same only in accordance with environmentally accepted practices and disposal procedures as set forth above. This Section 23.5 and all of its terms shall inure to the benefit of and be binding upon the Lessee and its authorized sub lessees, licensees, successors, and assigns.

Section 23.6 The parties agree that this Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America relative to the operation and/or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of Airport properties.

Section 23.7 The parties agree that nothing contained in this Agreement shall be construed to grant an exclusive aeronautical right.

Section 23.8 Subject to the provisions of this Agreement, the City reserves the right to further develop or improve the Airport as it sees fit in accordance with the Master Plan for the City of Amarillo Rick Husband Amarillo International Airport, the Minimum Standards, and other standards relating to the use of the Airport regardless of the desires of the Lessee. Lessee shall not interfere with or hinder such development.

Section 23.9 The parties agree that no provision of this Agreement shall limit the City or expose the City to any liability for the exercise of its statutory rights and obligations to control the Airport, to provide for the safety and security of all users of the Airport and to make available suitable facilities for cargo services, passenger and baggage services, and the landing accommodation of aircraft. In addition, the parties agree that the City shall retain the right to cause

work of the same or a different kind to be performed by its own personnel during the Term of this Agreement, including, but not limited to, other fixed base operators, airline ground handling services or any other services set forth in the Minimum Standards, including those that may be in competition with Lessee's current or reasonably anticipated business.

Section 23.10 The parties agree that the failure of the City to insist upon a strict enforcement or performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that the City may have, and shall not be deemed a waiver of any subsequent breach of the same or any other term or condition. Each term and provision of this Agreement performable by the Lessee shall be construed to be both a covenant and a condition.

Section 23.11 The parties agree that nothing contained in this Agreement shall be construed to create a relationship of principal and agent, a partnership, a joint venture, or any association between the City and the Lessee other than as described herein.

Section 23.12 In the event of litigation between the Lessee and the City, related to this Agreement or to Lessee's business on the Airport, the party successfully defending or prosecuting any action brought by or against the unsuccessful party shall be entitled to recover from the unsuccessful party court costs, reasonable attorney's fees, and related expenses incurred as a result of that action.

Section 23.13 The Section or paragraph headings of this Agreement are for convenience only, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision hereof.

Section 23.14 This Agreement and all of its terms and conditions shall inure to the benefit of and be binding upon the City and its successors and assigns and upon the Lessee and its authorized sub lessees, licensees, successors, and assigns.

Section 23.15 No breach by the City of any covenant or agreement herein contained shall give rise to a cause of action or claim against the City for damages, but Lessee shall have the right to specific performance, mandamus, injunction, or such other similar relief with respect to any breach or threatened breach hereof by the City.

Section 23.16 Section 21 shall not apply to any valid assumption or assignment of this Agreement, the Leased Premises, or any part thereof, by a trustee, or by the Lessee as a debtor in possession under Section 365 of Bankruptcy Code of 1978, as amended; provided, however, that adequate assurance of future performance as provided by Section 365 of the Bankruptcy Code of

1978, as amended, is to be provided, in writing, as a condition of the assumption or assignment of this Agreement. Such assurance shall include but not limited to:

a. Adequate assurance of the reliability of the proposed source for the rentals, fees, and charges due under this Agreement upon the assumption or assignment of this Agreement;

b. Adequate assurance that all other consideration due under this Agreement shall be forthcoming after the assumption or assignment of this Agreement; and

c. The procurement of a bond from a financially reputable surety covering any costs or damages incurred by the City in the event that Lessee becomes entitled to and exercises any right to reassign the Leased Premises under this Agreement.

Section 23.17 Lessee shall, upon payment of the rentals, fees, and charges required hereunder and upon compliance with the terms, covenants, conditions, and obligations on the part of Lessee to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenances and facilities as granted herein and by the Airport Rules and Regulations.

Section 23.18 No council member of the City, nor any member, officer, agent, director, or employee of the City or Lessee shall be charged personally or held contractually liable by, or to, the other party under any term or provision of this Agreement, because of any breach thereof, or because of its or their execution or attempted execution hereof.

SECTION 24 NOTICES, ENTIRE AGREEMENT

Section 24.1 Any request, demand, authorization, direction, notice, consent, or waiver provided or permitted to be made upon, given by, or furnished to, the City or Lessee shall be sufficient for every purpose hereunder if in writing and delivered (1) by hand, (2) by courier or express carrier, or (3) mailed by certified or registered mail, return receipt requested, postage prepaid and addressed as follows:

For the City:
RICK HUSBAND AMARILLO INTERNTIONAL AIRPORT
Attention: Director of Aviation
10801 Airport Blvd
Amarillo, Texas 79111

For the Lessee:

Marcee Properties, LLC
Attn: Travis Lamance
2000 Club View Drive
Amarillo, TX 79124

The foregoing addresses may be changed by either parting giving to the other party the same type of notice described above providing a substitute address.

Section 24.2 This Agreement represents the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Agreement may be amended only by a written amendment, executed by both parties.

SECTION 25 ENVIRONMENTAL MATTERS

Section 25.1 Lessee covenants that it will not, under any circumstance, release, dispose of, or cause the release or disposal of "Hazardous Materials", as defined in the Rules and Regulations of the Airport, as amended or implemented from time to time, either under, on or off the Leased Premises or the Airport property in any manner or fashion, but shall release and/or dispose of such Hazardous Materials only in accordance with Environmental Laws (as defined in the Rules and Regulations) and environmentally accepted practices and disposal procedures; and Lessee shall cause any soil or other portion of the Leased Premises (or if due to the acts or omissions of Lessee, any other portion of the Airport property which Lessee is authorized to use), which has become contaminated by any Hazardous Material, to be decontaminated, detoxified or otherwise cleaned up in accordance with Environmental Laws and environmentally accepted practices and clean-up procedures.

Section 25.2 Upon the expiration or earlier termination of this Agreement, Lessee shall, at its expense, (a) cause all Hazardous Materials previously owned, stored, or used on the Leased Premises to be removed from the Leased Premises and disposed of in accordance with Environmental Laws; (b) unless otherwise agreed to by the City, remove any aboveground or underground storage tanks or other containers installed and used to store Hazards Materials on the Leased Premises, and repair any damage to the Leased Premises caused by such removal; (c) with respect to any aboveground or underground storage tanks that the City agrees that Lessee may leave on the Leased Premises, have such tanks inspected and certified as being in compliance with

Environmental Laws and, in the appropriate circumstance, provide a temporary or permanent Certificate of Closure for such tanks (in the event that a tank is closed only temporarily, all leak-detection systems must remain in place and be fully operational at the time Lessee surrenders the Leased Premises to the City); (d) cause any soil on the Leased Premises or other portion of the Airport property which has become contaminated by any Hazardous Materials stored or used on the Leased Premises to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of Environmental Laws and cognizant governmental authorities; and I with respect to each parcel of real property comprising the Leased Premises, surrender possession of the Leased Premises to the City free of contamination attributable to toxic materials or Hazardous Materials generated or used by Lessee or stored or disposed of by any party other than the City in or on the Leased Premises, regardless of the time of deposit of such toxic materials or Hazardous Materials.

Section 25.3 Lessee shall indemnify the city, its council, officers, and employees, defend them with counsel reasonable and acceptable to the City, and hold them free and harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense, including reasonable attorneys' fees, interest, environmental consultant and laboratory fees and the costs and expense of investigation and defending any claims or proceedings, resulting from or attributable to (a) the presence, disposal, release or threatened release of any Hazardous Material that is on, from or affecting the Leased Premises, or any other of the Airport property which Lessee is authorized to use, if due to the acts or omissions of the Lessee, including the soil, water, vegetation, buildings, personal property, animals, or otherwise located on, under, or near such properties; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Material; (c) any lawsuits or administrative order relating to such Hazardous Material; or (d) any violation of any laws applicable to such Hazardous Material. The intent of this paragraph is to protect and indemnify the City in the event of environmental liability arising as a result of the past, present, or future operations of Lessee on the Leased Premises.

Section 25.4 Lessee's indemnification obligations under this Section 25 shall survive the expiration or sooner termination of the term of this Agreement.

Section 25.5 Lessee shall be responsible for handling all Regulated Garbage, as defined and regulated by USDA Animal Plant Health Inspection Service (APHIS), arriving at the Airport

and for all contracting with USDA APHIS and service/disposal companies. Lessee has the right to invoice arriving aircraft operators for handling and disposal of all Regulated Garbage.

SECTION 26 – SUPPLIER AND TENANT CODE OF CONDUCT

As a department of the City of Amarillo, the Rick Husband Amarillo International Airport expects the highest level of law-abiding and ethical behavior from its suppliers and on-airport tenants. We expect our suppliers and tenants to act with integrity, accountability, and transparency. Therefore, we request that all suppliers and tenants comply with this code of conduct and all applicable laws and regulations where they conduct business.

For purposes of this code, "supplier" means any company, corporation, entity, or individual (including third party employees of subcontractors, agents, and other representatives) that sell goods or services to the Airport. For purposes of this code, "tenant" means any company, corporation, entity, or individual (including third party employees of subcontractors, agents, and other representatives) that sell goods or services to other businesses or the public through their business operation located on the Airport's premises, as authorized or licensed by a lease agreement with the City of Amarillo.

The Rick Husband Amarillo International Airport expects its suppliers and tenants to conduct business in accordance with all applicable laws and regulations and to treat the Airport and others fairly, respectfully, and with dignity. This conduct should apply generally to each operation but also specifically apply to financial transactions, preparation of financial records, reporting of operational data and results of operations, intellectual property, transactions and relations with other suppliers and partners, and relations with employees, clients, and the general public.

Suppliers and tenants shall not engage in any activity that could be considered as a corrupt practice including giving, receiving, authorizing, or promising bribes or kickbacks. Additionally, any activity that could be construed as a bribe in order to influence a public official or an airport employee, including any gift of value or offer of service which could be considered to improperly or materially influence the airport's business relationship with the supplier or tenant, is prohibited.

Suppliers and tenants shall not use workers that are under the legal age to work in the applicable jurisdiction of their business activities.

Suppliers and tenants should uphold the principles contained in the United Nations Universal Declaration of Human Rights. Suppliers and tenants must not knowingly support, condone, or otherwise participate in any form of modern slavery, human trafficking, forced labor, debt bondage, or commercial sexual exploitation. This includes transporting, harboring, recruiting, transferring, or receiving vulnerable persons by means of threat, force, coercion, abduction, or fraud for the purpose of exploitation. Additionally, suppliers and tenants must not discriminate against employees in hiring, promotion, salary, performance evaluation, or any other term or condition of work, on any basis prohibited by law in the applicable jurisdiction of their business activities.

Suppliers and tenants should take appropriate steps to ensure that the principles of this code are communicated to their employees and throughout their associated supply chains. Additionally, suppliers and tenants should take appropriate steps to ensure that the principles of this code are adopted and applied by their employees, agents, and contractors to the extent practicable.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized as of the day and year first above written.

ATTEST:

Stephanie Coggins, City Secretary

CITY OF AMARILLO

Jared Miller, City Manager

ATTEST:

Secretary

MARCEE PROPERTIES, LLC

Company Authorized Representative

EXHIBIT A

1. Leased Premises: City leases to Lessee, and Lessee leases from City, the following described property (herein "Leased Premises"):

   A _3.9 +/-_____ acre tract of land located in _Amarillo, Texas, Potter County, Texas, suitable for construction of an aircraft hangar, office space, automobile parking area, and associated appurtenances; and

   A __0.7 +/-_____ acre tract of land located in _Amarillo, Texas, Potter County, Texas, suitable for construction of an aviation fuels storage facility and associated pavements and other appurtenances.

   A __1.0 +/-_____ acre tract of land located in _Amarillo, Texas, Potter County, Texas, suitable for movement of aircraft, designated as existing aircraft apron.

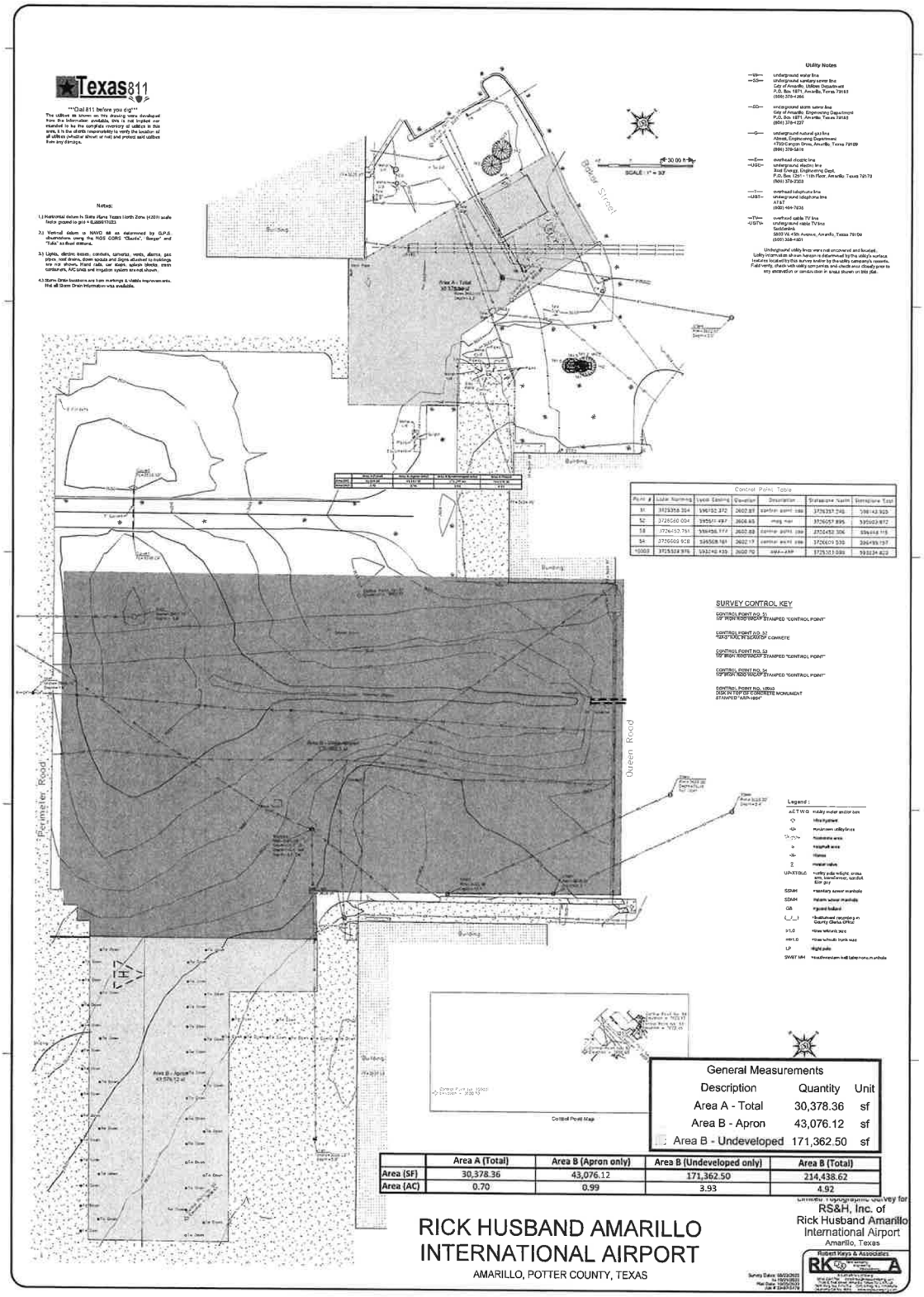

Texas811
Dial 811 before you dig
The utilities as shown on this drawing were developed from the information available, this is not implied nor intended to be the complete inventory of utilities in this area, it is the clients responsibility to verify the location of all utilities (whether shown or not) and protect said utilities from any damage.
Notes:
1.) Horizontal datum is State Plane Texas North Zone (4201) scale factor ground to grid = 0.99997023
2.) Vertical datum is NAVD 88 as determined by G.P.S. observations using the RGS CORS "Claude", "Bangs" and "Tulia" as fixed stations.
3.) Lights, electric boxes, conduits, cameras, vents, alarms, gas pipes, roof drains, down spouts and signs attached to buildings are not shown. Paint rails, sun shades, splash blocks, stem containers, A/C units and irrigation system are not shown.
4.) Some Other business are from markings & visible improvements. Not all Storm Drain information was available.
Utility Notes
—W— underground water line
—SS— underground sanitary sewer line
City of Amarillo, Utilities Department
P.O. Box 1971, Amarillo, Texas 79163
(806) 378-4266
—SD— underground storm sewer line
City of Amarillo, Engineering Department
P.O. Box 1971, Amarillo, Texas 79163
(806) 378-4237
—G— underground natural gas line
Atmos, Engineering Department
4725 Canyon Drive, Amarillo, Texas 79109
(806) 378-5818
—E— overhead electric line
—UGE— underground electric line
Xcel Energy, Engineering Dept.
P.O. Box 1261 - 11th Floor, Amarillo, Texas 79170
(806) 378-2323
—T— overhead telephone line
—UGT— underground telephone line
AT&T
(800) 464-7928
—TV— overhead cable TV line
—UGTV— underground cable TV line
Suddenlink
5800 W. 45th Avenue, Amarillo, Texas 79106
(800) 368-4581
Underground utility lines were not uncovered and located. Utility information shown hereon is determined by the utility's surface features located by this survey and/or by the utility company's records. Field verify check with utility companies and check area visually prior to any excavation or construction in areas shown on this plat.
SCALE: 1" = 30'
30.00 ft Buffer
Bowie Street
Queen Road
Fairmeter Road
Building
Area A - Total
30,378.36 sf
Area B - Apron
43,076.12 sf
Area B - Undeveloped
171,362.50 sf
Control Point Table
Point # | Lcl Northing | Lcl Easting | Elevation | Description | Stateplane North | Stateplane East
51 | 3725358.354 | 596152.372 | 3602.83 | control point disk | 3726257.240 | 598142.925
52 | 3726560.004 | 595911.497 | 3608.65 | mag nail | 3726057.895 | 595883.872
53 | 3726450.791 | 596456.777 | 3602.83 | control point disk | 3725452.306 | 596918.115
54 | 3726605.918 | 596508.181 | 3602.17 | control point disk | 3726609.530 | 596499.797
10003 | 3725324.976 | 596240.439 | 3600.70 | AMA—AMP | 3725323.886 | 596334.803
SURVEY CONTROL KEY
CONTROL POINT NO. 51
1/2" IRON ROD W/CAP STAMPED "CONTROL POINT"
CONTROL POINT NO. 52
"CHISELED IN SLAB OF CONCRETE
CONTROL POINT NO. 53
1/2" IRON ROD W/CAP STAMPED "CONTROL POINT"
CONTROL POINT NO. 54
1/2" IRON ROD W/CAP STAMPED "CONTROL POINT"
CONTROL POINT NO. 10003
DISK IN TOP OF CONCRETE MONUMENT
STAMPED "AMA-1996"
Legend :
AC T W G Utility meter and/or box
Utility pullbox
Handicap parking area
Asphalt area
Flume
Water valve
UP-XTGLG Utility pole w/light, cross arm, transformer, guy/dull &/or guy
SSMH Sanitary sewer manhole
SDMH Storm sewer manhole
GA Ground ballard
(_/_) Subdivision according to County Clerks Office
W1.0 Water network main
WM1.0 Water network trunk main
LP Light pole
SWBT MH Southwestern Bell telephone manhole
Control Point Map
General Measurements
Description | Quantity | Unit
Area A - Total | 30,378.36 | sf
Area B - Apron | 43,076.12 | sf
Area B - Undeveloped | 171,362.50 | sf
Area A (Total) | Area B (Apron only) | Area B (Undeveloped only) | Area B (Total)
Area (SF) | 30,378.36 | 43,076.12 | 171,362.50 | 214,438.62
Area (AC) | 0.70 | 0.99 | 3.93 | 4.92
RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT
AMARILLO, POTTER COUNTY, TEXAS
Limited Topographic Survey for
RS&H, Inc. of
Rick Husband Amarillo International Airport
Amarillo, Texas
Robert Keys & Associates
RK A

EXHIBIT B

Lessee shall pay Lessor in accordance with the terms and conditions detailed in Section 4 of the agreement. As outlined in Section 4, paragraph "a," Lessee shall pay Lessor the following land rental amounts:

From the effective date of the agreement until the hangar facility and the fuel storage facility have obtained substantial completion status or until December 31, 2024, whichever occurs first (hereinafter Lease Period 1), Lessee shall not pay any land rent.

From the first day after the hangar facility and the fuel storage facility have obtained substantial completion status or January 1, 2025, whichever occurs first, until exactly 365 days later (hereinafter Lease Period 2), Lessee shall pay 15 cents per square foot per year for all of the Leased Premises, as described in Exhibit B. Such payment shall be made on a monthly basis in the amount of $1/12^{th}$ of the total annual amount as detailed in Section 4 of the agreement.

From the end of Lease Period 2 until 108 months later (hereinafter Lease Period 3), Lessee shall pay 25 cents per square foot per year for all of the Leased Premises, as described in Exhibit B. Such payment shall be made on a monthly basis in the amount of $1/12^{th}$ of the total annual amount as detailed in Section 4 of the agreement.

From the end of Lease Period 3 until 120 months later, (hereinafter referred to as Lease Period 4), Lessee shall pay an amount equal to the previous calendar year's rate plus 3%.

At least 90 days prior to the end of Lease Period 4, and at the end of each following 10-year period, Lessor shall conduct another appraisal on the leased premises (land) and Lessee shall pay the resultant lease rate for a period of 120 months beginning in the following calendar/lease year.

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER APPROVAL – REQUEST FOR FEDERAL AVIATION ADMINISTRATION TO MODIFY THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT'S PASSENGER FACILITY CHARGE (08-01-C-00-AMA) TO ACCOUNT FOR ACTUAL DEBT SERVICE ON THE TERMINAL RECONSTRUCTION PROJECT.

Agenda Item Summary

This item includes an updated passenger facility charge application to provide additional Federal Aviation Administration (FAA) authorization to collect and use passenger facility charges to pay the remaining debt service on the terminal reconstruction project in the amount of $1,402,800 and to increase the amount of time allowable to collect those passenger facility charge funds to approximately March 1, 2024.

Requested Action

Please approve the updated passenger facility charge application.

Funding Summary

No cost to City or Airport.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of this updated passenger facility charge application.

Federal Aviation Administration
U. S. Department of Transportation

OMB Approved 2120-0557
Exp. 11/30/2024

PASSENGER FACILITY CHARGE (PFC) APPLICATION

1. Application Type *(Check all that apply)*

- ☐ a. Impose PFC Charges
- ☐ b. Use PFC Revenue
- ☒ c. Amend PFC No. 08-01-C-00-AMA

FAA USE ONLY

Date Received:

PFC Number:

PART I - General

2. Public Agency Name, Address, and Contact Person

Agency Name: City of Amarillo

Address: 601 S. Buchanan

City, State, ZIP: Amarillo, TX 79101

Contact Person: Michael W. Conner - Director of Aviation

3. Airport(s) to Use

Rick Husband Amarillo International Airport

4. Consultation Dates

a. Date of Written Notice to Air Carriers:

b. Date of Consultation Meeting with Air Carriers:

c. Date of Public Notice:

PART II - Charges

5. Charges

a. Airport to Impose:	b. Level	c. Total Estimated PFC Revenue	d. Proposed Effective Date: 01/01/2023	e. Estimated Expiration Date: 03/01/2024
Rick Husband Amarillo International Airport	☐ $1.00 ☐ $2.00 ☐ $3.00 ☐ $4.00 ☒ $4.50	Impose: $ 20,602,800 Use: $ 20,602,800		

PART III - Attachments

6. Attachments *(Check all that Apply)*

a. Airport Capital Improvement Plan	☐ Attached	Submitted with Application Number: 08-01-C-00-AMA
b. Application Project Information	☐ Attached	Submitted with Application Number: 08-01-C-00-AMA
c. Air Carrier Consultation and Public Notice Information	☐ Attached	Submitted with Application Number: 08-01-C-00-AMA
d. Request to Exclude Class(es) of Carriers	☐ Attached	Submitted with Application Number: 08-01-C-00-AMA
e. Alternative Uses/Projects	☐ Attached	Submitted with Application Number: N/A
f. Competition Plan/Update	☐ Attached	Submitted with Application Number: N/A
g. ALP/Airspace/Environmental	☐ Attached	Submitted with Application Number: 08-01-C-00-AMA
h. Notice of Intent Project Information	☐ Attached	Submitted with Application Number: N/A
I. Other: PFC Sponsor Assurances	☐ Attached	Submitted with Application Number: 08-01-C-00-AMA

PART IV - Certification

7. With respect to this PFC application I hereby certify as follows:

- To the best of my knowledge and belief, all data in this application are true and correct;
- This application has been duly authorized by the governing body of the public agency;
- The public agency will comply with the assurances (Appendix A to Part 158) if the application is approved;
- For those projects for which approval to use PFC revenue is requested, all applicable ALP approvals, airspace determinations, and environmental reviews required by the National Environmental Policy Act have been completed.
- If required, the public agency has submitted a competition plan in accordance with 49 U.S.C. 47106(f); and
- If required by 49 U.S.C. 40117(d)(4), adequate provision for financing the airside needs, including runways, taxiways, aprons, and gates, has been made by the public agency.

a. Name of Authorized Representative	b. Title	c. Telephone Number
Jared Miller	City Manager	806-378-3000
	d. E-mail Address: jared.miller@amarillo.gov	

Please read the following information: By signing this document, you are agreeing that you have reviewed the following disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

e. Signature of Authorized Representative	f. Date Signed

RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT

www.fly-ama.com

December 1, 2022

Ben Guttery
Management & Financial Analyst
Southwest Region / Airports Division / Planning & Programming Branch
Federal Aviation Administration
10101 Hillwood Parkway
Fort Worth, TX 76177

Re: PFC No. 08-01-C-00-AMA
Modification Request

Dear Mr. Guttery:

It has recently come to my attention that the project costs for the only authorized PFC project at the Rick Husband Amarillo International Airport are greater than the total authorized PFC collection. Additionally, the currently authorized Charge Expiration Date of 08/01/2023 (which was authorized on July 14, 2017, by Steven Cooks) will not be adequate to collect all the remaining PFC funds needed to satisfy and close out the project.

The original amount approved to collect and use was $19,200,000. The total amount needed to satisfy the debt service already paid by the City of Amarillo is $20,602,800. This is a difference of $1,402,800. I request that the PFC approved to collect and use be increased to $20,602,800.

Furthermore, I request that the Charge Expiration Date be extended to a reasonable expected full collection date based on current collections. As the airport's enplanements in 2022 have recovered to a level that is equal to or exceeding the pre-pandemic level, I believe that collections over the last 12 months will reflect average collections for the foreseeable future.

Please see the attached debt service schedule and current SOAR information from the quarter ended 9/30/2022.

Thank you for your consideration.

Sincerely,

Michael W. Conner
Director of Aviation

City of Amarillo, Texas

$16,140,000 Combination Tax & Revenue Certificates of Obligation, Series 2009A

Debt Service Schedule

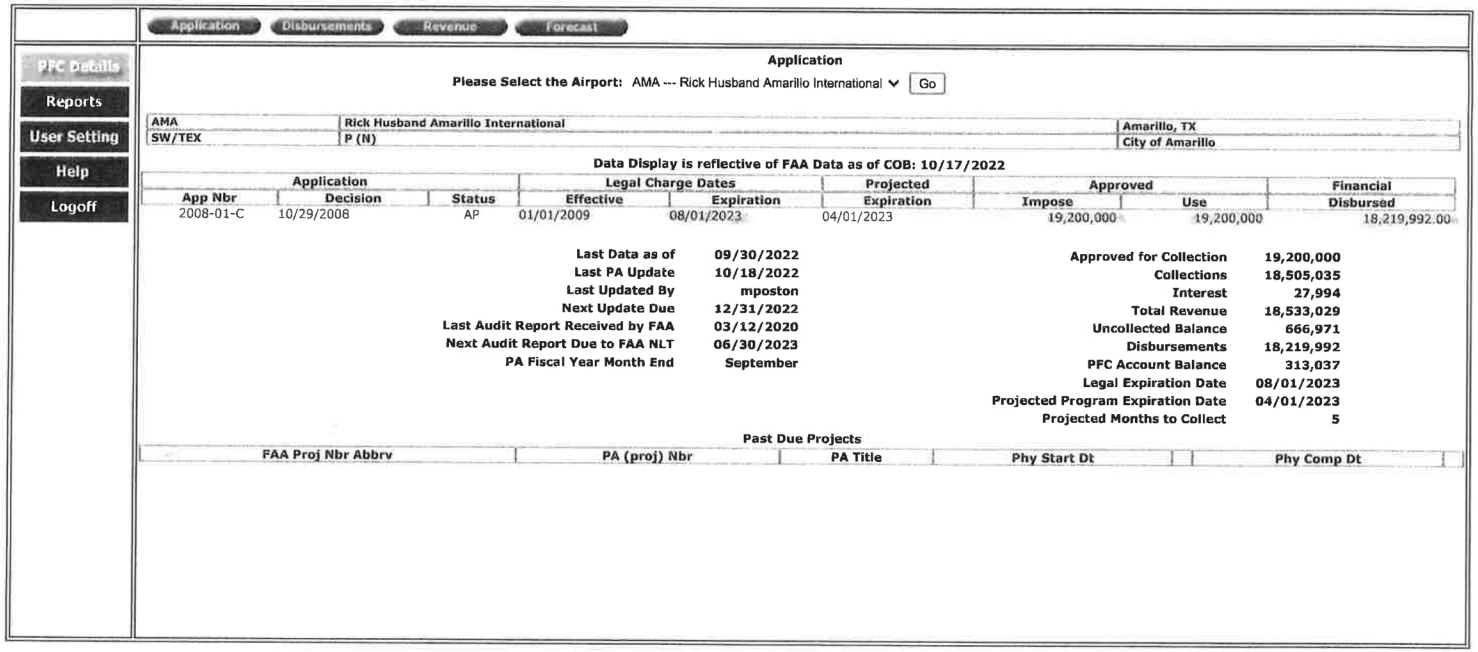
Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/03/2009	-	-	-	-	-
02/15/2010	1,165,000.00	3.000%	376,400.42	1,541,400.42	-
08/15/2010	-	-	331,762.50	331,762.50	-
09/30/2010	-	-	-	-	1,873,162.92
02/15/2011	1,230,000.00	3.000%	331,762.50	1,561,762.50	-
08/15/2011	-	-	313,312.50	313,312.50	-
09/30/2011	-	-	-	-	1,875,075.00
02/15/2012	1,280,000.00	5.000%	313,312.50	1,593,312.50	-
08/15/2012	-	-	281,312.50	281,312.50	-
09/30/2012	-	-	-	-	1,874,625.00
02/15/2013	1,330,000.00	3.000%	281,312.50	1,611,312.50	-
08/15/2013	-	-	261,362.50	261,362.50	-
09/30/2013	-	-	-	-	1,872,675.00
02/15/2014	1,380,000.00	4.000%	261,362.50	1,641,362.50	-
08/15/2014	-	-	233,762.50	233,762.50	-
09/30/2014	-	-	-	-	1,875,125.00
02/15/2015	1,440,000.00	4.705%	233,762.50	1,673,762.50	-
08/15/2015	-	-	199,887.50	199,887.50	-
09/30/2015	-	-	-	-	1,873,650.00
02/15/2016	1,510,000.00	5.000%	199,887.50	1,709,887.50	-
08/15/2016	-	-	162,137.50	162,137.50	-
09/30/2016	-	-	-	-	1,872,025.00
02/15/2017	1,580,000.00	4.241%	162,137.50	1,742,137.50	-
08/15/2017	-	-	128,637.50	128,637.50	-
09/30/2017	-	-	-	-	1,870,775.00
02/15/2018	1,655,000.00	5.000%	128,637.50	1,783,637.50	-
08/15/2018	-	-	87,262.50	87,262.50	-
09/30/2018	-	-	-	-	1,870,900.00
02/15/2019	1,740,000.00	5.000%	87,262.50	1,827,262.50	-
08/15/2019	-	-	43,762.50	43,762.50	-
09/30/2019	-	-	-	-	1,871,025.00
02/15/2020	1,830,000.00	4.783%	43,762.50	1,873,762.50	-
09/30/2020	-	-	-	-	1,873,762.50
Total	**$16,140,000.00**	-	**$4,462,800.42**	$20,602,800.42	-

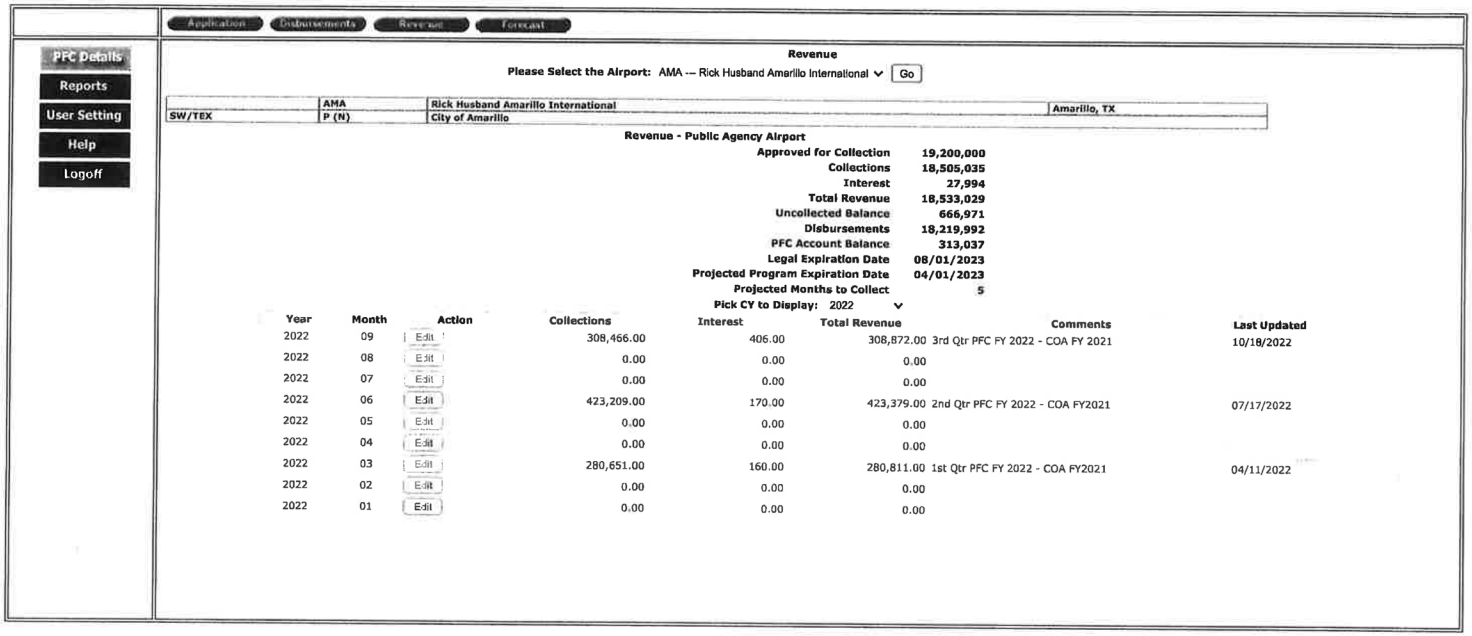
Yield Statistics

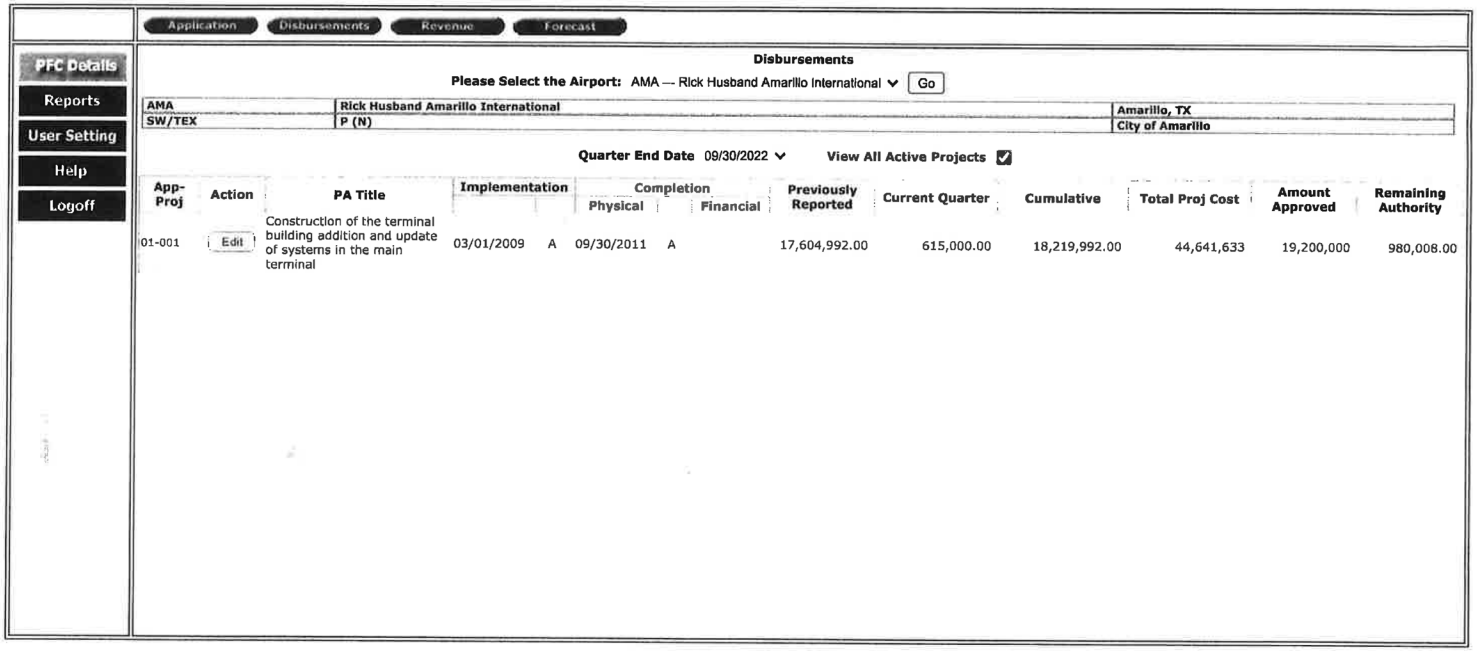
Accrued Interest from 08/01/2009 to 09/03/2009	62,086.67
Bond Year Dollars	$95,083.00
Average Life	5.891 Years
Average Coupon	4.6935839%
Net Interest Cost (NIC)	3.4810588%
True Interest Cost (TIC)	3.2524329%
Bond Yield for Arbitrage Purposes	3.0444205%
All Inclusive Cost (AIC)	3.3381870%

IRS Form 8038

Net Interest Cost	3.0371938%
Weighted Average Maturity	5.956 Years


Application
Disbursements
Revenue
Forecast
PFC Details
Reports
User Setting
Help
Logoff
Application
Please Select the Airport: AMA --- Rick Husband Amarillo International
Go
AMA
Rick Husband Amarillo International
Amarillo, TX
SW/TEX
P (N)
City of Amarillo
Data Display is reflective of FAA Data as of COB: 10/17/2022
Application
Legal Charge Dates
Projected
Approved
Financial
App Nbr
Decision
Status
Effective
Expiration
Expiration
Impose
Use
Disbursed
2008-01-C
10/29/2008
AP
01/01/2009
08/01/2023
04/01/2023
19,200,000
19,200,000
18,219,992.00
Last Data as of 09/30/2022
Last PA Update 10/18/2022
Last Updated By mposton
Next Update Due 12/31/2022
Last Audit Report Received by FAA 03/12/2020
Next Audit Report Due to FAA NLT 06/30/2023
PA Fiscal Year Month End September
Approved for Collection 19,200,000
Collections 18,505,035
Interest 27,994
Total Revenue 18,533,029
Uncollected Balance 666,971
Disbursements 18,219,992
PFC Account Balance 313,037
Legal Expiration Date 08/01/2023
Projected Program Expiration Date 04/01/2023
Projected Months to Collect 5
Past Due Projects
FAA Proj Nbr Abbrv
PA (proj) Nbr
PA Title
Phy Start Dt
Phy Comp Dt


Application
Disbursements
Revenue
Forecast
PFC Details
Reports
User Setting
Help
Logoff
Revenue
Please Select the Airport: AMA -- Rick Husband Amarillo International
Go
AMA
Rick Husband Amarillo International
Amarillo, TX
SW/TEX
P (N)
City of Amarillo
Revenue - Public Agency Airport
Approved for Collection 19,200,000
Collections 18,505,035
Interest 27,994
Total Revenue 18,533,029
Uncollected Balance 666,971
Disbursements 18,219,992
PFC Account Balance 313,037
Legal Expiration Date 08/01/2023
Projected Program Expiration Date 04/01/2023
Projected Months to Collect 5
Pick CY to Display: 2022
Year Month Action Collections Interest Total Revenue Comments Last Updated
2022 09 Edit 308,466.00 406.00 308,872.00 3rd Qtr PFC FY 2022 - COA FY 2021 10/18/2022
2022 08 Edit 0.00 0.00 0.00
2022 07 Edit 0.00 0.00 0.00
2022 06 Edit 423,209.00 170.00 423,379.00 2nd Qtr PFC FY 2022 - COA FY2021 07/17/2022
2022 05 Edit 0.00 0.00 0.00
2022 04 Edit 0.00 0.00 0.00
2022 03 Edit 280,651.00 160.00 280,811.00 1st Qtr PFC FY 2022 - COA FY2021 04/11/2022
2022 02 Edit 0.00 0.00 0.00
2022 01 Edit 0.00 0.00 0.00


Application
Disbursements
Revenue
Forecast
PFC Details
Reports
User Setting
Help
Logoff
Disbursements
Please Select the Airport: AMA — Rick Husband Amarillo International
Go
AMA
Rick Husband Amarillo International
Amarillo, TX
SW/TEX
P (N)
City of Amarillo
Quarter End Date 09/30/2022
View All Active Projects
App-Proj
Action
PA Title
Implementation
Completion
Physical
Financial
Previously Reported
Current Quarter
Cumulative
Total Proj Cost
Amount Approved
Remaining Authority
01-001
Edit
Construction of the terminal building addition and update of systems in the main terminal
03/01/2009
A
09/30/2011
A
17,604,992.00
615,000.00
18,219,992.00
44,641,633
19,200,000
980,008.00

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO CITY MANAGER

Meeting Date	December 13, 2022	**Council Priority**	Infrastructure
Department	Streets/1420		
Contact	Donny Hooper, Director of Public Works		

Agenda Caption

CONSIDER AWARD – STREET AND ALLEY PAVEMENT ASSESSMENT
Award to: Roadway Asset Services, LLC - $634,415.00

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

Agenda Item Summary

This project is for a city-wide street and alley pavement assessment which includes a pavement condition survey of all city maintained streets and alleys, an inventory of curb and gutter, pedestrian curb ramps, and sidewalk, and a pavement final report with current conditions, future rehabilitation options, budget analysis to maintain and improve pavement condition ratings, and a 5-year maintenance plan.

Requested Action

Consider approval and award to the highest evaluated respondent, Roadway Asset Services, LLC in the amount of $634,415.00

Funding Summary

Funding for this item is available in Job Number 430066 Street and Alley Pavement Assessment. No State or Federal funds will be used for the purchase of this product.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of this professional services agreement.

RFQ 07-22
PROFESSIONAL ENGINEERING SERVICES FOR CITY OF AMARILLO STREET AND ALLEY PAVEMENT ASSESSMENT

Preliminary Points Compilation Evaluation Criteria Ranking	Respondent's demonstrated general understanding of the scope of this project	Demonstrated experience with simlar types of design and the ability of the respondents's professional personnel to perform services:	Demonstrated previous experiene wth the City of Amarillo of demostrated experience with other governmental entities of similar size and scope:	Information provided within this RFQ that shows respondent's experience with QA/QC, traffic control and project inspection	Ability of the repsondent to exhibit their current capaciy and to complete the specific project in a timely manner	Reperences from other clients attesting to the applicant's: A) Quality of qork (5 points) B) Compliance with performance standards and schedules (5 Points)	**Total Points Possible**	
	Points Possible							
Vendor	45	90	15	60	60	30	300.0	**Comments**
J SHEEHAN ENGINEERING	38	50	9	51	55	23.10	226.1	
SAMES INC	42	70	11	51	55	0.00	229.0	
ROADWAY ASSET SERVICES	45.00	85.00	15.00	54.00	58.00	30.00	287.0	
Date: 9-26-22								

2BB

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Transportation
Department	Street/1420		
Contact	Donny Hooper, Director of Public Works		

Agenda Caption

CONSIDER APPROVAL – PURCHASE OF SMALL ASPHALT PAVING MACHINE (USED)
Award to: Kirby-Smith Machinery, Inc. - $97,465.00 (Buyboard Contract 597-19)

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

Agenda Item Summary

Addition to fleet of small asphalt paving machine to assist the Street Division in repairing minor asphalt failures in paved streets and alleys.

Requested Action

Recommend purchase approval of Small Asphalt Paving Machine (used). This purchase will be on Buyboard Contract 597-19. Contract assures discounted governmental pricing. Purchasing this used paving machine, at the Buyboard Contract price, is more cost effective than leasing or purchasing a new paving machine.

Funding Summary

Funding for this item is available in Job #411880, up to $150,000. No state or federal will be utilized for purchasing this equipment

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of this purchase.

Bid No. 7406 Purchase of Asphalt Paving Machine
Opened 4:00 p.m. November 29, 2022

To be awarded as one lot	KIRBY-SMITH MACHINERY INC	
Line 1 Vogel Super 700-3I Asphalt Paver, 2019 model with approx 300 Hours, Unit V019000, per specifications		
1 ea		
Unit Price	$97,465.000	
Extended Price		97,465.00
Bid Total		97,465.00
Award by Vendor		$ 97,465.00
City		Amarillo, TX



200

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Infrastructure
Department	Water Utilities – Hollywood Road WRF		
Contact	John Collins, Director of Utilities		

Agenda Caption

CONSIDER AWARD – CONTRACT FOR EMERGENCY BIOSOLID HAULING AND DISPOSAL FROM HOLLYWOOD WASTEWATER TREATMENT FACILITY

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

This item considers the award of a contract with Republic Services for emergency Biosolid hauling and disposal from the Hollywood Wastewater Treatment Facility to ensure protection of the environment not to exceed $200,000 annually.

Agenda Item Summary

This purchase is to remove biosolids from WWTF to disposal grounds allowing us to maintain compliance with the permit. At present this is the only location that we can dispose biosolids to in order to retain compliance.

Requested Action

Utilities staff requests the approval of contract with Republic Services for hauling and disposal not to exceed $200,000 per calendar year.

Funding Summary

This purchase will be funded from 52270.60000. This account has a current balance of $1,269,255.20

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends the approval of award.

Sludge Hauling for Hollywood Road WWTP
Opened 4:00 p.m. October 17, 2022

To be awarded as one lot	REPUBLIC SERVICE	
Line 1 Sludge Hauling, per specifications		
1 ea		
Unit Price	$200,000.000	
Extended Price		200,000.00
Bid Total		200,000.00
Award by Vendor		$ 200,000.00
		NOT TO EXCEED
City		Canyon, TX

2DD

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Infrastructure
Department	Hollywood Wastewater Treatment Plant		
Contact	John Collins, Director of Utilities		

Agenda Caption

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

Award to: Allen's Tri-State - $66,990.00

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

Agenda Item Summary

The Utilities Division is requesting the emergency procurement of supplemental Sludge Removal from Allen's Tri- State Mechanical for the Hollywood Road WWRF to maintain compliance with the permit and protect the environment and the public.

Requested Action

Requesting approval and award of the Allen's Tri-state contract in the amount of 66,990.00

Funding Summary

Funding is available for purchase from 52270.77730

Community Engagement Summary

N/A

City Manager Recommendation

City staff is recommending approval and award Allen's Tri-State.

Bid No. 7389 Line Washing Equipment for Sludge Hauling at Hollywood Road Plant
Opened 4:00 p.m. November 17, 2022

To be awarded as one lot	ALLEN'S TRI STATE MECHANICAL	
Line 1 Used pump trucks to haul sewer sludge from hollywood Rd to River Rd., per specifications		
1 ea		
Unit Price	$66,990.000	
Extended Price		66,990.00
Bid Total		66,990.00
Award by Vendor		$ 66,990.00
City		Amarillo, TX

2EE

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO CITY MANAGER

Meeting Date	December 13, 2022	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Chris Ray, Resource Administrator		

Agenda Caption

CONSIDER APPROVAL /Job No. 530042 – Northeast Interceptor - Easements
Permanent Easement and Surface Damage and Restoration Agreement by and between John Neusch et al and the City of Amarillo, $211,400.00.

Agenda Item Summary

This item is to consider approval of the Northeast Interceptor Easements to facilitate the construction of a wastewater pipeline.

- These Easements

Requested Action

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

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of the agreement.

SANITARY SEWER LINE EASEMENT

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

Effective Date: On this date the last party to sign

Grantors: John William Neusch
5003 Klinke Road
Amarillo, TX 79108-7906

Ronald Neusch
1165 FM 683
Panhandle, TX 79068

Sandy Sanders
11400 Bertrand Rd.
Amarillo, TX 79108

Darlene Fetsch
66 Country Club
Canyon, TX 79015

Nancy Neusch
66 Country Club Lane
Canyon, TX 79015

Grantee City of Amarillo, Texas

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

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

Easement Property: A 100-foot wide parcel of land, being 2.25 acres out of Section 46, Block 2, AB&M Survey, Potter County, Texas, more particularly described on the Exhibit "A" attached hereto and made a part hereof.

Easement Purpose: For the installation, construction, maintenance, operation, extension, repair, removal, replacement, and upgrade of public utilities, infrastructure, and appurtenances (collectively, the "**Infrastructure**") across the Easement Property.

Reservations from Conveyance: None.

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

Grant of Easement: Grantor, for the consideration and subject to the terms hereof, grants, sells, and conveys to Grantee a permanent easement (the "**Easement**") over, on, across, and under the Easement Property, for the Easement Purpose, to have and to hold the Easement forever or until such time as

Grantee may abandon the Easement. Grantor will warrant and forever defend the title to the Easement in Grantee against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent the claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions:

1. *Duration of Easement.* The Easement is perpetual and irrevocable by Grantor.

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

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

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

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

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

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

   (e) Grantee's responsibility for surface restoration, described above, is limited to one year from completion of the project or any future maintenance that might be required for the sanitary sewer pipeline. Grantor's remedy for surface damages is limited to Grantee's restoration responsibilities, described above, and any surface damages agreed upon by the parties.

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

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

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

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

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

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

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

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

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

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

Grantors:

John Neusch

Ronald Neusch

Sandy Sanders

Darlene Tetsch

Darlene Fetsch

Nancy Neusch

Nancy Neusch

GRANTOR'S ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Carson §

This instrument was acknowledged before me on the 24th day of October, 2022, by John William Neusch.

TAMMY CASE
Notary ID #12501461-5
My Commission Expires
August 06, 2024

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF Carson §

This instrument was acknowledged before me on the 24th day of October, 2022, by Ronald Neusch.

TAMMY CASE
Notary ID #12501461-5
My Commission Expires
August 06, 2024

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF Carson §

This instrument was acknowledged before me on the 24th day of October, 2022, by Sandy Sanders.

TAMMY CASE
Notary ID #12501461-5
My Commission Expires
August 06, 2024

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF Carson §
§

TAMMY CASE
Notary ID #12501461-5
My Commission Expires
August 06, 2024

This instrument was acknowledged before me on the 24TH day of October, 2022, by Darlene Fersch.

Tammy Case
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF Carson §

TAMMY CASE
Notary ID #12501461-5
My Commission Expires
August 06, 2024

This instrument was acknowledged before me on the 24TH day of October, 2022, by Nancy Neuach.

Tammy Case
Notary Public in and for the State of Texas

Grantee:
City of Amarillo, Texas

_____
By: Jared Miller, City Manager

GRANTEE'S ACKNOWLEDGEMENT

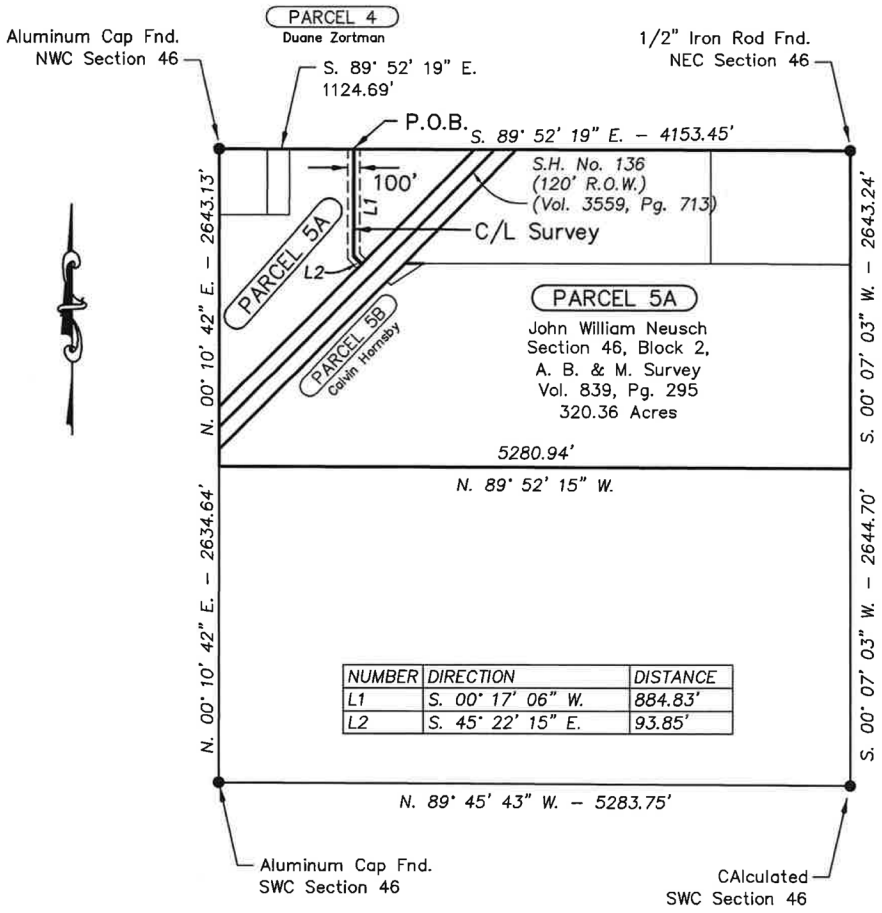
STATE OF TEXAS §
§
COUNTY OF POTTER §

This instrument was acknowledged before me on the _____ day of October, 2022, by Jared Miller, City Manager.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT



NUMBER	DIRECTION	DISTANCE
L1	S. 00° 17' 06" W.	884.83'
L2	S. 45° 22' 15" E.	93.85'

TOTAL LINEAR FEET: 978.69
PARCEL AREA = 320.36 ACRES
EASEMENT AREA = 2.25 ACRES
REMAINING AREA = 318.11 ACRES
SHEET 1 OF 2

STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL
LAND SURVEYOR

RICHARD E. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4263

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE, GPS OBSERVATIONS

OJD Engineering, LLC
Consulting Engineers & Surveyors
806-447-2503
P.O. Box 543
Wellington, TX 79095

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT
OUT OF SECTION 46, BLOCK 2, A. B. & M. SURVEY, POTTER COUNTY, TEXAS
JOHN WILLIAM NEUSCH

SCALE: 1"=1200'	DATE: 9/21/2022	DRAWN BY: TW

Parcel 5A

FIELD NOTES for the centerline of a 100.0 feet wide (50.0 feet on each side) Public Utility Easement out of the north half of Section 46, Block 2, A. B. & M. Survey, Abstract 1141, Potter County, Texas, and more particularly described as follows:

BEGINNING on the north line of said Section 46 which bears S. 89° 52′ 19″ E. a distance of 1124.69 feet from an Aluminum Cap found at the northwest corner of said Section 46 for the north end of this easement whence a 1/2″ iron rod found at the northeast corner of said Section 46 bears S. 89° 52′ 19″ E. a distance of 4153.45 feet..

THENCE S. 00° 17′ 06″ W. a distance of 884.83 feet to an angle corner of this easement.

THENCE S. 45° 22′ 15″ E. a distance of 93.85 feet to the northerly right-of-way line of U.S. Highway No. 136 for the south end of this easement.

Bearings based on the Texas Coordinate System of 1983, North Zone.
Part 1 of 3

* * * * * * * * * * * * * * * *

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

IN WITNESS THEREOF, my hand and seal, this the 2nd day of November, A.D., 2022.

Preliminary For Review Only

Richard E. Johnson
Registered Professional
Land Surveyor #4263

OJD ENGINEERING, LLC * WELLINGTON, TX * FIRM NO. 10090900

SURFACE DAMAGE PAYMENT AND RESTORATION AGREEMENT

Effective Date: On this date the last party to sign

Grantors: John William Neusch
5003 Klinke Road
Amarillo, TX 79108-7906

Ronald Neusch
1165 FM 683
Panhandle, TX 79068

Sandy Sanders
11400 Bertrand Rd.
Amarillo, TX 79108

Darlene Fetsch
66 Country Club
Canyon, TX 79015

Nancy Neusch
66 Country Club Lane
Canyon, TX 79015

Grantee: City of Amarillo, Texas

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

Easement Property: A 5.79 acre tract of land out of Sections 46, Block 2, AB&M, Survey, Potter County, Texas as described in the attached Exhibit A.

Recitals:

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

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

Agreement:

1. *Surface Damage Payment.* Grantee will pay to Grantor, in addition to any other consideration paid for the Easement, $211,400.00 as damages for use of the Easement Property. Grantor accepts the stated sum in full satisfaction of Grantee's obligation for surface damages.

2. *Surface Restoration.* Grantee will attempt to restore or replace, as applicable, any part of the surface of the Easement Property disturbed by Grantee, at Grantee's sole expense, to as near the original condition as practical.

(a) Grantee's obligation to restore the surface does not include the restoration, replacement, repair, or rebuilding of any fences removed or disturbed by Grantee. The cost of any restoration, replacement, or rebuilding of any fences removed or disturbed by Grantee is accounted for in the surface damage payment made in section 1 above.

(b) Grantee's obligation to restore the surface is limited to one occasion after completion of construction of one 100-foot pipeline in the Easement Property. The cost of any further restoration deemed necessary by Grantor is accounted for in the surface damage payment made in section 1 above.

(c) Grantor accepts the terms of this paragraph in full satisfaction of Grantee's obligation for surface restoration.

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

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

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

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

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

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

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

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

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

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

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

Grantor:

By: _____
John Neusch

Date signed: 9/1/2022

Grantor:

By: _____
Ronald Neusch

Date signed: 9-1-22

Grantor:

By: _____
Sandy Sanders

Date signed: 9-1-22

Grantor:

By: _____
Darlene Fetsch

Date signed: 9-1-2022

Grantor:

By: _____
Nancy Neusch

Date signed: 9-1-22

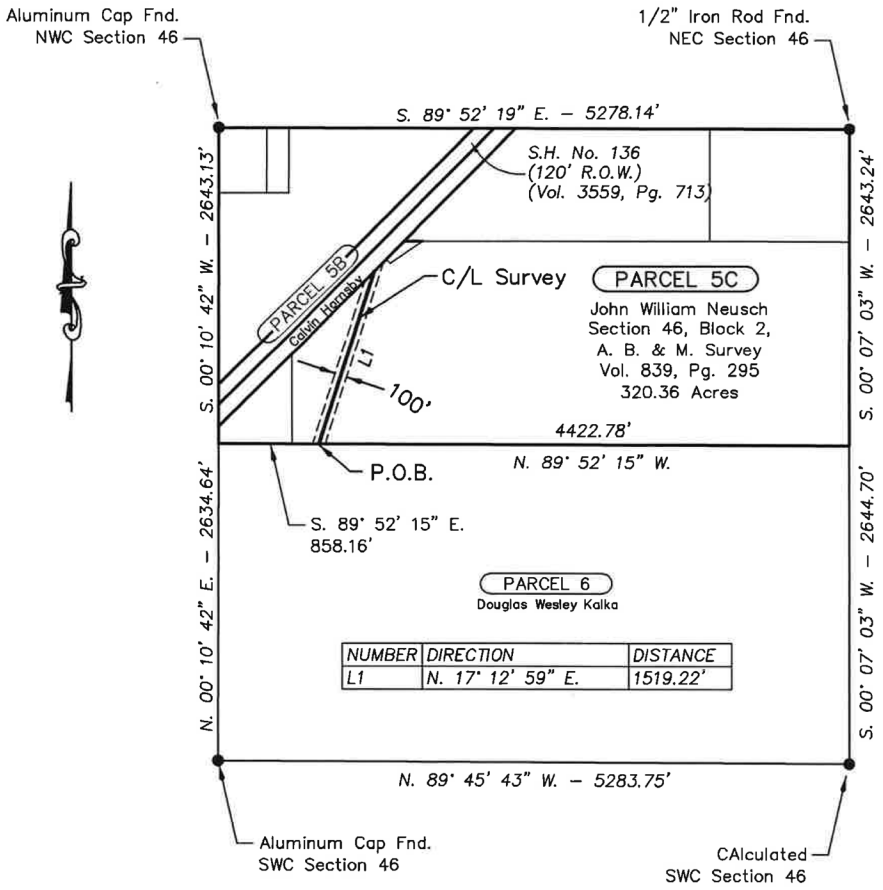
Grantee:
City of Amarillo

By: Jared Miller, City Manager

Date Signed:_____

EXHIBIT "A"

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT



NUMBER	DIRECTION	DISTANCE
L1	N. 17° 12' 59" E.	1519.22'

TOTAL LINEAR FEET: 1521.29
PARCEL AREA = 320.36 ACRES
EASEMENT AREA = 3.49 ACRES
REMAINING AREA = 316.87 ACRES
SHEET 1 OF 2

STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL
LAND SURVEYOR

RICHARD E. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4263

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE, GPS OBSERVATIONS

OJD Engineering, LLC
Consulting Engineers & Surveyors
806-447-2503
P.O. Box 543
Wellington, TX 79095

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT
OUT OF SECTION 46, BLOCK 2, A. B. & M. SURVEY, POTTER COUNTY, TEXAS
JOHN WILLIAM NEUSCH

SCALE: 1"=1200'	DATE: 9/21/2022	DRAWN BY: TW

Parcel 5C

FIELD NOTES for the centerline of a 100.0 feet wide (50.0 feet on each side) Public Utility Easement out of the north half of Section 46, Block 2, A. B. & M. Survey, Abstract 1141, Potter County, Texas, and more particularly described as follows:

BEGINNING on the south line of said north half which bears S. 00° 10′ 42″ W. a distance of 2643.13 feet and S. 89° 52′ 15″ E. a distance of 858.16 feet from an Aluminum Cap found at the northwest end of said Section 46 for the south corner of this easement whence an Aluminum Cap found at the southwest corner of said Section 46 bears N. 89° 52′ 15″ W. a distance of 858.16 feet and S. 00° 10′ 42″ W. a distance of 2634.64 feet.

THENCE N. 17° 12′ 58″ E. a distance of 1519.22 feet to the north end of this easement.

Bearings based on the Texas Coordinate System of 1983, North Zone.
Part 3 of 3

* * * * * * * * * * * * * * * *

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

IN WITNESS THEREOF, my hand and seal, this the 2nd day of November, A.D., 2022.

Preliminary For Review Only

Richard E. Johnson
Registered Professional
Land Surveyor #4263

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO CITY MANAGER

Meeting Date	December 13, 2022	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Chris Ray, Resource Administrator		

Agenda Caption

CONSIDER APPROVAL /Job No. 530042 – Northeast Interceptor - Easements

Permanent Easement Surface Damage and Restoration Agreement by and between Kevin & Gayle Neusch and the City of Amarillo, 200,000.00.

Agenda Item Summary

This item is to consider approval of the Northeast Interceptor Easements to facilitate the construction of a wastewater pipeline.

- These Easements

Requested Action

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

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of the agreement.

SANITARY SEWER LINE EASEMENT

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

Effective Date:	On the date of the last party to sign.
Grantors	Kevin Neusch and Gayle Neusch
Grantors' Mailing Address:	5800 Webb Road Amarillo, TX 79108-6000
Grantee	City of Amarillo, Texas
Grantee's Mailing Address:	P.O. Box 1971 Amarillo TX 79105-1971
Consideration:	$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Easement Property: A 100-foot-wide parcel out of Section 47, Block 2, AB&M Survey, Potter County, Texas, more particularly described on the attached Exhibits "A" and "B".

Easement Purpose: For the installation, construction, maintenance, operation, extension, repair, removal, replacement, and upgrade of public utilities, infrastructure, and appurtenances (collectively, the "**Infrastructure**") across the Easement Property.

Reservations from Conveyance: None.

Exceptions to Warranty: Easements, rights-of-way, and prescriptive rights, whether of record or not. All presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, solar leases, mineral severances and other instruments, other than liens and conveyances that affect the property. Rights of adjoining onwers in any walls and fences situated on a common boundary. Any discrepancies, conflicts or shortages in area or boundary lines and encroachments or overlapping of improvements.

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

Terms and Conditions:

1. *Duration of Easement.* The Easement is perpetual and irrevocable by Grantors.

2. *Non-Exclusive.* Grantee's right to use the Easement Property is nonexclusive. Grantors reserve (a) the right to use all or part of the Easement Property as long as such use by Grantors does not interfere with Grantee's use and as long as Grantors' use is not inconsistent with any laws, ordinances, or codes pertaining to the construction, operation, or maintenance of the Infrastructure and to which Grantors are subject; and

(b) the right to allow others the right to use all or part of the Easement Property as long as such further conveyance is subject to the terms of this agreement.

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

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

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

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

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

(e) Grantee's responsibility for surface restoration, described above, is limited to one year from completion of the project or any future maintenance that might be required for the sanitary sewer pipeline. Grantors' remedy for surface damage is limited to Grantee's restoration responsibilities, described above, and any surface damages agreed upon by the parties.

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

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

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

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

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

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

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

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

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

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

Grantors:

Kevin Neusch

Date signed: 11-2-2022

Gayle Neusch

Date signed: 11/2/2022

GRANTORS' ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF POTTER §

This instrument was acknowledged before me on the 2nd day of November, 2022, by Kevin Neusch.

Notary Public in and for the State of Texas

Christopher Clay Ray
My Commission Expires
05/13/2025
ID No. 130867542

STATE OF TEXAS §
§
COUNTY OF POTTER §

This instrument was acknowledged before me on the 2nd day of November, 2022, by Gayle Neusch.



Notary Public in and for the State of Texas

Grantee:
City of Amarillo, Texas

By: Jared Miller, City Manager

Date signed:_____

GRANTEE'S ACKNOWLEDGEMENT

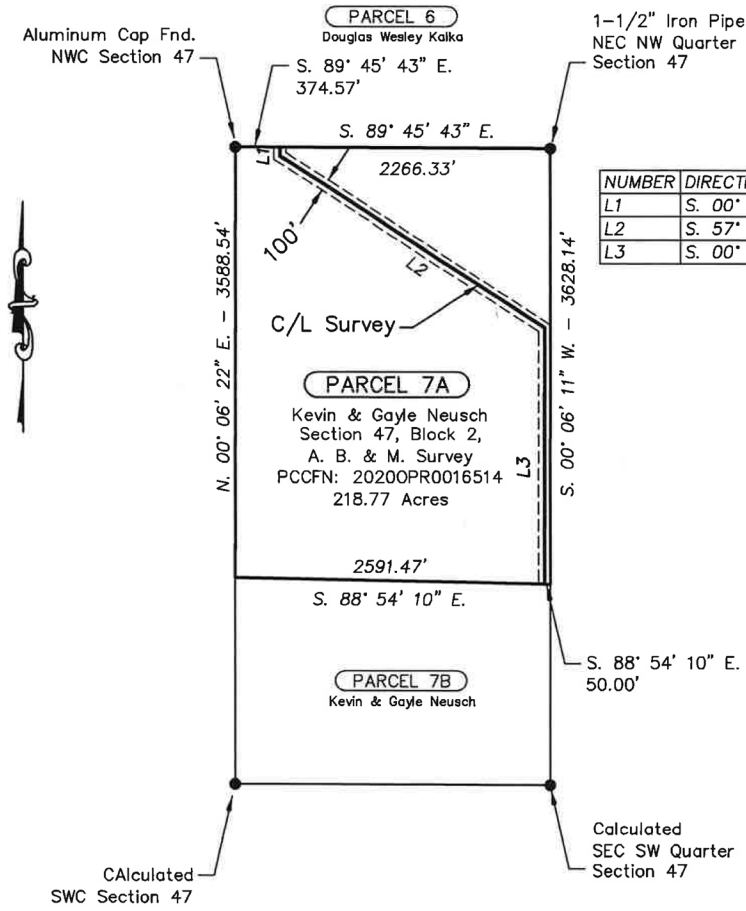
STATE OF TEXAS §
§
COUNTY OF POTTER §

This instrument was acknowledged before me on the _____ day of November, 2022, by Jared Miller, City Manager of the City of Amarillo, Texas.

Notary Public in and for the State of Texas

EXHIBIT "A"

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT



NUMBER	DIRECTION	DISTANCE
L1	S. 00° 10' 12" W.	73.91'
L2	S. 57° 10' 00" E.	2634.74'
L3	S. 00° 06' 11" W.	2134.15'

STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL
LAND SURVEYOR

RICHARD E. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4263

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE, GPS OBSERVATIONS

TOTAL LINEAR FEET: 4842.80
PARCEL AREA = 218.77 ACRES
EASEMENT AREA = 11.12 ACRES
REMAINING AREA = 207.65 ACRES
SHEET 1 OF 2

OJD Engineering, LLC
Consulting Engineers & Surveyors
806-447-2503
P.O. Box 543
Wellington, TX 79095

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT
OUT OF SECTION 47, BLOCK 2, A. B. & M. SURVEY, POTTER COUNTY, TEXAS
KEVIN & GAYLE NEUSCH

SCALE: 1"=1200'	DATE: 9/21/2022	DRAWN BY: TW

Parcel 7A

FIELD NOTES for the centerline of a 100.0 feet wide (50.0 feet on each side) Public Utility Easement out of the west portion of Section 47, Block 2, A. B. & M. Survey, Abstract 19, Potter County, Texas, and more particularly described as follows:

BEGINNING on the north line of said Section 47 which bears S. 89° 45′ 43″ E. a distance of 374.57 feet from an Aluminum Cap found at the northwest corner of said Section 47 for the north end of this easement whence a 1-1/2″ iron pipe found at the northeast corner of the northwest quarter bears S. 89° 45′ 43″ E. a distance of 2266.33 feet.

THENCE S. 00° 10′ 12″ W. a distance of 73.91 feet for an angle corner of this easement.

THENCE S. 57° 10′ 00″ E. a distance of 2634.74 feet for an angle corner of this easement.

THENCE S. 00° 06′ 11″ W. a distance of 2134.15 feet for the south end of this easement.

Bearings based on the Texas Coordinate System of 1983, North Zone.
Part 1 of 2

* * * * * * * * * * * * * * * * *

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

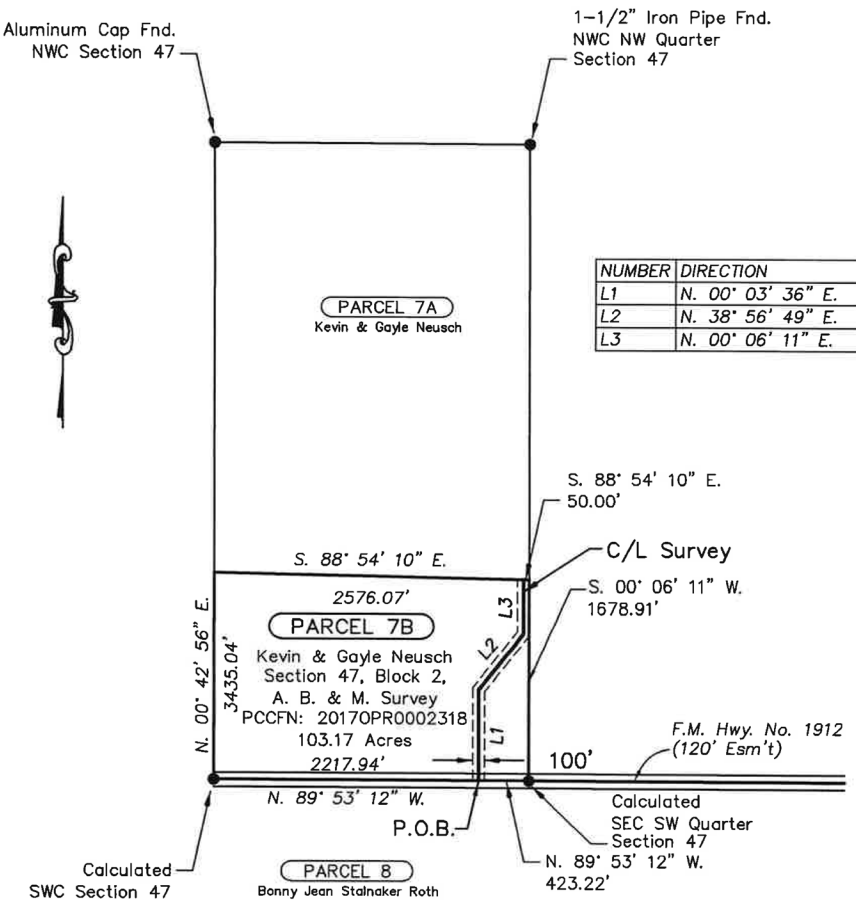
IN WITNESS THEREOF, my hand and seal, this the 2nd day of November, A.D., 2022.

Preliminary For Review Only

Richard E. Johnson
Registered Professional
Land Surveyor #4263

EXHIBIT "A"

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT



NUMBER	DIRECTION	DISTANCE
L1	N. 00° 03' 36" E.	763.97'
L2	N. 38° 56' 49" E.	595.98'
L3	N. 00° 06' 11" E.	451.55'

STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL
LAND SURVEYOR

TOTAL LINEAR FEET: 1811.50
PARCEL AREA = 103.17 ACRES
EASEMENT AREA = 4.16 ACRES
REMAINING AREA = 99.01 ACRES
SHEET 1 OF 2

RICHARD E. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4263

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE, GPS OBSERVATIONS

OJD Engineering, LLC
Consulting Engineers & Surveyors
806-447-2503
P.O. Box 543
Wellington, TX 79095

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT
OUT OF SECTION 47, BLOCK 2, A. B. & M. SURVEY, POTTER COUNTY, TEXAS
KEVIN & GAYLE NEUSCH

SCALE: 1"=1200' | DATE: 9/21/2022 | DRAWN BY: TW

Parcel 7B

FIELD NOTES for the centerline of a 100.0 feet wide (50.0 feet on each side) Public Utility Easement out of the west portion of Section 47, Block 2, A. B. & M. Survey, Abstract 19, Potter County, Texas, and more particularly described as follows:

BEGINNING on the south line of said Section 47 which bears S. 89° 53′ 12″ E. a distance of 2217.94 feet from the calculated southwest corner of said Section 47 for the north end of this easement.

THENCE N. 00° 03′ 36″ E., at 60.0 feet pass the north right-of-way line of F.M. Highway No. 1912, a total distance of 763.97 feet for an angle corner of this easement.

THENCE N. 38° 56′ 49″ E. a distance of 595.98 feet for an angle corner of this easement.

THENCE N. 00° 06′ 11″ E. a distance of 451.55 feet to the north end of this easement from whence a 1-1/2″ iron pipe found at the northeast corner of the northwest quarter of said Section 47 bears S. 89° 54′ 10″ E. a distance of 50.00 feet and N. 00° 06′ 11″ E. a distance of 3628.14 feet and an Aluminum Cap found at the northwest corner of said northwest quarter of said Section 47 bears N. 89° 45′ 43″ W. a distance of 2640.91 feet.

Bearings based on the Texas Coordinate System of 1983, North Zone.
Part 2 of 2

* * * * * * * * * * * * * * * *

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

IN WITNESS THEREOF, my hand and seal, this the 2nd day of November, A.D., 2022.

Preliminary For Review Only

Richard E. Johnson
Registered Professional
Land Surveyor #4263

SURFACE DAMAGE PAYMENT AND RESTORATION AGREEMENT

Effective Date:	On this date the last party to sign
Grantors:	Kevin Neusch and Gayle Neusch
Grantor's Mailing Address:	5800 Webb Road Amarillo, TX 79108-6000
Grantee:	City of Amarillo, Texas
Grantee's Mailing Address:	P.O. Box 1971 Amarillo, TX 79105-1971

Easement Property: A 100-foot-wide parcel out of Section 47, Block 2, AB&M Survey, Potter County, Texas, more particularly described in the attached Exhibits A & B.

Recitals:

A. On November 2, 2022, Grantors granted to Grantee a Permanent Easement (the "**Easement**") over, on, and across the Easement Property, for the purpose of installation, construction, maintenance, operation, extension, repair, removal, replacement, and upgrade of a sanitary sewer and wastewater line, infrastructure, and appurtenances (the "**Easement Purpose**").

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

Agreement:

1. *Surface Damage Payment.* Grantee will pay to Grantors, in addition to any other consideration paid for the Easement, $200,000.00 as damages for use of the Easement Property. Grantors accept the stated sum in full satisfaction of Grantee's obligation for surface damages.

2. *Surface Restoration.* Grantee will attempt to restore or replace, as applicable, any part of the surface of the Easement Property disturbed by Grantee, at Grantee's sole expense, to as near the original condition as practical.

(a) Grantee's obligation to restore the surface does not include the restoration, replacement, repair, or rebuilding of any fences removed or disturbed by Grantee. The cost of any restoration, replacement, or rebuilding of any fences removed or disturbed by Grantee is accounted for in the surface damage payment made in section 1 above.

(b) Upon completion of construction on the Easement Property, Grantee will restore the soil surface on any portion of the Easement Property disturbed by Grantee. In addition, if such disturbed area was in pasture prior to construction, Grantee will re-plant native or similar grass seed, as approved by Grantors, on such portion of the Easement Property.

(c) Grantee's obligation to restore the surface is limited to one occasion after completion of construction of one 100-foot pipeline in the Easement Property. The cost of any further restoration deemed necessary by Grantor is accounted for in the surface damage payment made in section 1 above.

(d) In digging ditches on the Easement Property, Grantee shall use the topsoil segregation method. This means that Grantee will separate the lesser of (a) the available topsoil or (b) 18 inches of the topsoil from any underlying clay, caliche, or other subsoil, and, when refilling the

dich, shall place these materials back in the ditch as they were removed, with the topsoil on the top.

(e) Grantors accept the terms of this paragraph in full satisfaction of Grantee's obligation for surface restoration.

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

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

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

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

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

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

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

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

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

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

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

Grantors:

Kevin Neusch

Date signed: 11-2-2022

Gayle Neusch

Date signed: 11/2/2022

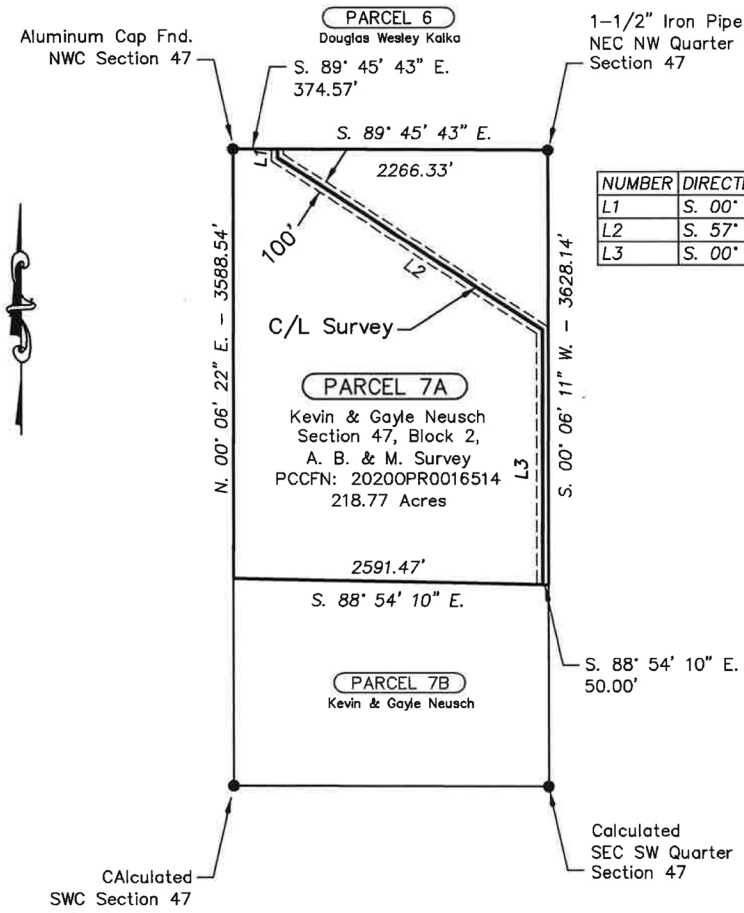
Grantee:
City of Amarillo

Jared Miller, City Manager

Date signed:

EXHIBIT "A"

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT



NUMBER	DIRECTION	DISTANCE
L1	S. 00° 10' 12" W.	73.91'
L2	S. 57° 10' 00" E.	2634.74'
L3	S. 00° 06' 11" W.	2134.15'

TOTAL LINEAR FEET: 4842.80
PARCEL AREA = 218.77 ACRES
EASEMENT AREA = 11.12 ACRES
REMAINING AREA = 207.65 ACRES
SHEET 1 OF 2

STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL
LAND SURVEYOR

RICHARD E. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4263

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE, GPS OBSERVATIONS

OJD Engineering, LLC
Consulting Engineers & Surveyors
806-447-2503
P.O. Box 543
Wellington, TX 79095

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT
OUT OF SECTION 47, BLOCK 2, A. B. & M. SURVEY, POTTER COUNTY, TEXAS
KEVIN & GAYLE NEUSCH

SCALE: 1"=1200'	DATE: 9/21/2022	DRAWN BY: TW

Parcel 7A

FIELD NOTES for the centerline of a 100.0 feet wide (50.0 feet on each side) Public Utility Easement out of the west portion of Section 47, Block 2, A. B. & M. Survey, Abstract 19, Potter County, Texas, and more particularly described as follows:

BEGINNING on the north line of said Section 47 which bears S. 89° 45′ 43″ E. a distance of 374.57 feet from an Aluminum Cap found at the northwest corner of said Section 47 for the north end of this easement whence a 1-1/2″ iron pipe found at the northeast corner of the northwest quarter bears S. 89° 45′ 43″ E. a distance of 2266.33 feet.

THENCE S. 00° 10′ 12″ W. a distance of 73.91 feet for an angle corner of this easement.

THENCE S. 57° 10′ 00″ E. a distance of 2634.74 feet for an angle corner of this easement.

THENCE S. 00° 06′ 11″ W. a distance of 2134.15 feet for the south end of this easement.

Bearings based on the Texas Coordinate System of 1983, North Zone.
Part 1 of 2

* * * * * * * * * * * * * * * *

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

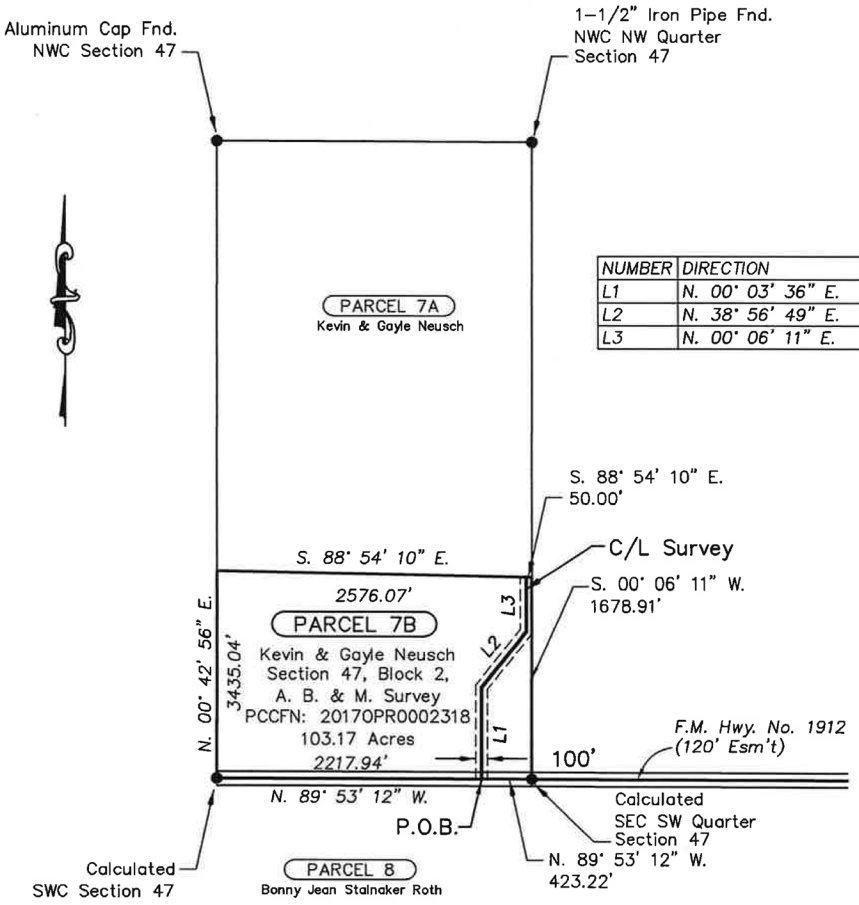
IN WITNESS THEREOF, my hand and seal, this the 2nd day of November, A.D., 2022.

Preliminary For Review Only

Richard E. Johnson
Registered Professional
Land Surveyor #4263

EXHIBIT "A"

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT



NUMBER	DIRECTION	DISTANCE
L1	N. 00° 03' 36" E.	763.97'
L2	N. 38° 56' 49" E.	595.98'
L3	N. 00° 06' 11" E.	451.55'

TOTAL LINEAR FEET: 1811.50
PARCEL AREA = 103.17 ACRES
EASEMENT AREA = 4.16 ACRES
REMAINING AREA = 99.01 ACRES
SHEET 1 OF 2

STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL
LAND SURVEYOR

RICHARD E. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4263

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE, GPS OBSERVATIONS

OJD Engineering, LLC
Consulting Engineers & Surveyors
806-447-2503
P.O. Box 543
Wellington, TX 79095

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT
OUT OF SECTION 47, BLOCK 2, A. B. & M. SURVEY, POTTER COUNTY, TEXAS
KEVIN & GAYLE NEUSCH

SCALE: 1"=1200'	DATE: 9/21/2022	DRAWN BY: TW

Parcel 7B

FIELD NOTES for the centerline of a 100.0 feet wide (50.0 feet on each side) Public Utility Easement out of the west portion of Section 47, Block 2, A. B. & M. Survey, Abstract 19, Potter County, Texas, and more particularly described as follows:

BEGINNING on the south line of said Section 47 which bears S. 89° 53′ 12″ E. a distance of 2217.94 feet from the calculated southwest corner of said Section 47 for the north end of this easement.

THENCE N. 00° 03′ 36″ E., at 60.0 feet pass the north right-of-way line of F.M. Highway No. 1912, a total distance of 763.97 feet for an angle corner of this easement.

THENCE N. 38° 56′ 49″ E. a distance of 595.98 feet for an angle corner of this easement.

THENCE N. 00° 06′ 11″ E. a distance of 451.55 feet to the north end of this easement from whence a 1-1/2″ iron pipe found at the northeast corner of the northwest quarter of said Section 47 bears S. 89° 54′ 10″ E. a distance of 50.00 feet and N. 00° 06′ 11″ E. a distance of 3628.14 feet and an Aluminum Cap found at the northwest corner of said northwest quarter of said Section 47 bears N. 89° 45′ 43″ W. a distance of 2640.91 feet.

Bearings based on the Texas Coordinate System of 1983, North Zone.
Part 2 of 2

* * * * * * * * * * * * * * * *

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

IN WITNESS THEREOF, my hand and seal, this the 2nd day of November, A.D., 2022.

Preliminary For Review Only

Richard E. Johnson
Registered Professional
Land Surveyor #4263

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Chris Ray, Resource Administrator		

Agenda Caption

CONSIDER APPROVAL /Job No. 530042 – Northeast Interceptor - Easement

Permanent Easement and Surface Damage and Restoration Agreement by and between Douglas Kalka and Jeff Kalka and the City of Amarillo, $230,000.00.

Agenda Item Summary

This item is to consider approval of the Northeast Interceptor Easements to facilitate the construction of a wastewater pipeline.

- These Easements

Requested Action

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

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of the agreement.

SANITARY SEWER LINE EASEMENT

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

Effective Date:	On this date the last party to sign
Grantors	Jeff Kalka P.O. Box Amarillo, TX Douglas Kalka 7600 Webb Road Amarillo, TX 79108
Grantee	City of Amarillo (and its employees, agents, contractors, successors, and assigns)
Grantee's Mailing Address:	P.O. Box 1971 Amarillo TX 79105-1971
Consideration:	$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Easement Property: A 70-foot-wide parcel of land out of Section 46, Block 2, AB&M Survey, Potter County, Texas, more particularly described on the attached Exhibit "A".

Easement Purpose: For the installation, construction, maintenance, operation, extension, repair, removal, replacement of one (1) pipeline only, and upgrade of public utilities, infrastructure, and appurtenances (collectively, the "**Infrastructure**") across the Easement Property.

Reservations from Conveyance: None.

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

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

Terms and Conditions:

1. *Duration of Easement.* The Easement is perpetual and irrevocable by Grantor.

2. *Non-Exclusive.* Grantee's right to use the Easement Property is nonexclusive. Grantor reserves (a) the right to use all or part of the Easement Property as long as such use by Grantor does not interfere with Grantee's use and as long as Grantor's use is not inconsistent with any laws, ordinances, or codes

pertaining to the construction, operation, or maintenance of the Infrastructure and to which Grantor is subject; and (b) the right to allow others the right to use all or part of the Easement Property as long as such further conveyance is subject to the terms of this agreement.

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

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

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

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

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

(e) Grantee's responsibility for surface restoration, described above, is limited to one year from completion of the project or any future maintenance that might be required for the sanitary sewer pipeline. Grantor's remedy for surface damages is limited to Grantee's restoration responsibilities, described above, and any surface damages agreed upon by the parties.

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

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

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

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

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

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

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

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

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

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

Grantor:

By: _____
Jeff Kalka

Date signed: 11-15-22

By: _____
Douglas Kalka

Date signed: 11-15-22

GRANTOR'S ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF POTTER §

This instrument was acknowledged before me on the 15th day of November, 2022, by Jeff Kalka.

_____
Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
Christopher Clay Ray
My Commission Expires
05/13/2025
ID No. 130867542

STATE OF TEXAS §
§
COUNTY OF POTTER §

This instrument was acknowledged before me on the 15th day of November, 2022, by Douglas Kalka.



Notary Public in and for the State of Texas

Grantee:
City of Amarillo, Texas

By: Jared Miller

Date signed:_____

GRANTEE'S ACKNOWLEDGEMENT

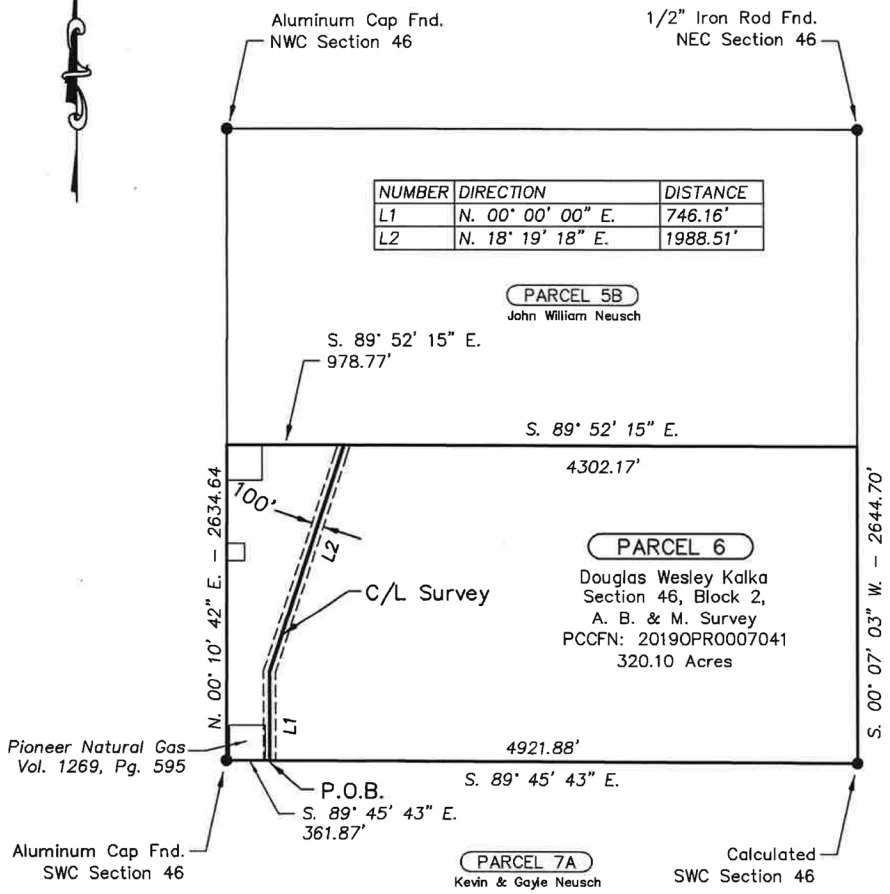
STATE OF TEXAS §
§
COUNTY OF POTTER §

This instrument was acknowledged before me on the _____ day of November, 2022, by Jared Miller, City Manager.

Notary Public in and for the State of Texas

EXHIBIT "A"

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT



NUMBER	DIRECTION	DISTANCE
L1	N. 00° 00' 00" E.	746.16'
L2	N. 18° 19' 18" E.	1988.51'

TOTAL LINEAR FEET: 2734.74
PARCEL AREA = 320.10 ACRES
EASEMENT AREA = 3.66 ACRES
REMAINING AREA = 313.83 ACRES
SHEET 1 OF 2

STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL
LAND SURVEYOR

RICHARD E. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4263

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE, GPS OBSERVATIONS

OJD Engineering, LLC
Consulting Engineers & Surveyors
806-447-2503
P.O. Box 543
Wellington, TX 79095

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT
OUT OF SECTION 46, BLOCK 2, A. B. & M. SURVEY, POTTER COUNTY, TEXAS
DOUGLAS WESLEY KALKA

SCALE: 1"=1200'	DATE: 9/21/2022	DRAWN BY: TW

Parcel 6

FIELD NOTES for the centerline of a 100.0 feet wide (50.0 feet on each side) Public Utility Easement out of the south half of Section 46, Block 2, A. B. & M. Survey, Abstract 1141, Potter County, Texas, and more particularly described as follows:

BEGINNING on the south line of said Section 46 which bears S. 89° 45′ 43″ E. a distance of 374.57 feet from an Aluminum Cap found at the southwest corner of said Section 46 for the south end of this easement.

THENCE N. 00° 10′ 12″ E. a distance of 1150.10 feet for an angle corner of this easement.

THENCE N. 18° 12′ 51″ E. a distance of 1562.44 feet to the north line of said south half of said Section 46 for the north end of this easement from whence an Aluminum Cap found at the northwest corner of said Section 46 bears N. 89° 52′ 15″ W. a distance of 858.16 feet and N. 00° 10′ 42″ E. a distance of 2643.13.

Bearings based on the Texas Coordinate System of 1983, North Zone.

* * * * * * * * * * * * * * * *

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

IN WITNESS THEREOF, my hand and seal, this the 2nd day of November, A.D., 2022.

Preliminary For Review Only

Richard E. Johnson
Registered Professional
Land Surveyor #4263

OJD ENGINEERING, LLC * WELLINGTON, TX * FIRM NO. 10090900

SURFACE DAMAGE PAYMENT AND RESTORATION AGREEMENT

Effective Date: On this date the last party to sign

Grantors: Jeff Kalka
P.O. Box 402
Bushland, TX 79012

Douglas Wesley Kalka
7600 Webb Road
Amarillo, TX 79108-6002

Grantee: City of Amarillo, Texas
P.O. Box 1971
Amarillo, TX 79105-1971

Easement Property: A 70' wide parcel of land out of Section 46, Block 2, AB&M Survey, Potter County, Texas as described in the attached Exhibit A.

Recitals:

A. On November 15, 2022, Grantor granted to Grantee entered into a Permanent Easement (the "**Easement**") over, on, and across the Easement Property, for the purpose of installation, construction, maintenance, operation, extension, repair, removal, replacement, and upgrade of a sanitary sewer and wastewater line, infrastructure, and appurtenances (the "**Easement Purpose**").

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

Agreement:

1. *Surface Damage Payment.* Grantee will pay to Grantor, in addition to any other consideration paid for the Easement, $230,000.00 as damages for use of the Easement Property. Grantor accepts the stated sum in full satisfaction of Grantee's obligation for surface damages.

2. *Surface Restoration.* Grantee will attempt to restore or replace, as applicable, any part of the surface of the Easement Property disturbed by Grantee, at Grantee's sole expense, to as near the original condition as practical.

(a) Grantee's obligation to restore the surface does not include the restoration, replacement, repair, or rebuilding of any fences removed or disturbed by Grantee. The cost of any restoration, replacement, or rebuilding of any fences removed or disturbed by Grantee is accounted for in the surface damage payment made in section 1 above.

(b) Grantee's obligation to restore the surface is limited to one occasion after completion of construction of one 70-foot pipeline in the Easement Property. The cost of any further restoration deemed necessary by Grantor is accounted for in the surface damage payment made in section 1 above.

(c) In constructing all pipelines, the Contractor shall use soil separation methods, or double ditching and replace and restore the topsoil to its former position, with the depth of the topsoil to be replaced and restored at and below the surface of the ground as it was prior to construction as nearly as reasonably practicable. No topsoil shall be bladed anywhere on the right-of-way, whether during construction or otherwise; rather, the only disturbance of the topsoil shall be the

actual width of the ditch excavated for the pipeline by ditching machines. It is understood that topsoil excavated by ditching machines for the actual width of the pipeline ditch shall be stored on the adjacent topsoil, and that such stored topsoil will be removed from the underlying topsoil and restored to its former position at and below the surface of the excavated pipeline ditch.

(d) Within 180 days or as soon as practical after the completion of trenching, the contractor must remove from the easement premises all debris, concrete bases, drilling supplies, equipment, caliche and other road materials, and any production and storage structures, supplies and equipment that are not needed for further operations. Surface owner has the right to waive this in writing if applicable.

(e) The Grantee will not cut or go over any fence at any time in connection with any operations on the Property without first notifying Surface Owner. Prior to cutting of a fence, the contractor will "H" brace and angle brace the existing fence adequately on both sides of the proposed cut with true "H" braces, and not just "T" posts, so that there will be no slackening of the wires. The "H" brace shall consist of at lease eight (8') pipes, four and one-half (4 ½") or greater in diameter, anchored in concrete with eight (8') horizontals braces. Provide temporary fencing during construction for the safety of the livestock and access to corrals during calving season.

(f) While conducting any operations on the Property, Grantee will take reasonable steps to keep the property free of rubbish, cans, bottles, paper cups and garbage. This shall include keeping all trash picked up and making certain the Easement and adjacent property is clear daily.

(g) Grantor accepts the terms of this paragraph in full satisfaction of Grantee's obligation for surface restoration.

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

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

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

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

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

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

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

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

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

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

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

Grantors:

Jeff Kalka

Date signed: 11-15-22

Douglas Wesley Kalka

Date signed: 11-15-22

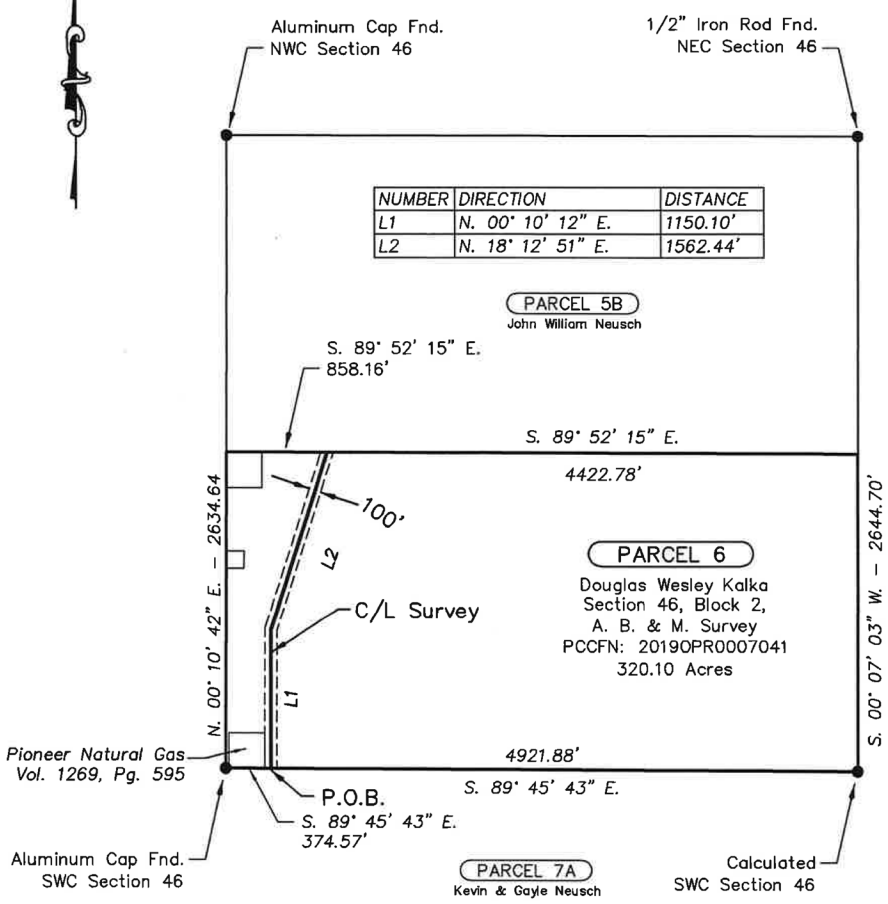
Grantee:
City of Amarillo

By: Jared Miller, City Manager

Date signed:

EXHIBIT "A"

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT



STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL
LAND SURVEYOR

TOTAL LINEAR FEET: 2708.00
PARCEL AREA = 320.10 ACRES
EASEMENT AREA = 6.23 ACRES
REMAINING AREA = 313.87 ACRES
SHEET 1 OF 2

RICHARD E. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4263

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE, GPS OBSERVATIONS

OJD Engineering, LLC
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806-447-2503
P.O. Box 543
Wellington, TX 79095

NORTHEAST INTERCEPTOR SEWER LINE EASEMENT
OUT OF SECTION 46, BLOCK 2, A. B. & M. SURVEY, POTTER COUNTY, TEXAS
DOUGLAS WESLEY KALKA

SCALE: 1"=1200'	DATE: 9/21/2022	DRAWN BY: TW

Parcel 6

FIELD NOTES for the centerline of a 100.0 feet wide (50.0 feet on each side) Public Utility Easement out of the south half of Section 46, Block 2, A. B. & M. Survey, Abstract 1141, Potter County, Texas, and more particularly described as follows:

BEGINNING on the south line of said Section 46 which bears S. 89° 45′ 43″ E. a distance of 374.57 feet from an Aluminum Cap found at the southwest corner of said Section 46 for the south end of this easement.

THENCE N. 00° 10′ 12″ E. a distance of 1150.10 feet for an angle corner of this easement.

THENCE N. 18° 12′ 51″ E. a distance of 1562.44 feet to the north line of said south half of said Section 46 for the north end of this easement from whence an Aluminum Cap found at the northwest corner of said Section 46 bears N. 89° 52′ 15″ W. a distance of 858.16 feet and N. 00° 10′ 42″ E. a distance of 2643.13.

Bearings based on the Texas Coordinate System of 1983, North Zone.

* * * * * * * * * * * * * * * *

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

IN WITNESS THEREOF, my hand and seal, this the 2nd day of November, A.D., 2022.

Preliminary For Review Only

Richard E. Johnson
Registered Professional
Land Surveyor #4263

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	December 13, 2022	**Council Priority**	Economic Development/ Redevelopment (Consent Agenda Item)

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

Agenda Caption

CONSIDER APPROVAL – CENTER CITY TAX INCREMENT REINVESTMENT ZONE #1 DEVELOPER AGREEMENT WITH FRIENDS OF AJ SWOPE:

This item considers approval of a Tax Increment Reinvestment Zone (TIRZ) #1 Developer Agreement for the Friends of AJ Swope Texas Panhandle First Responders Memorial project to be located at 1018 South Polk Street. The agreement is for a $120,000 grant to help with costs associated with streetscape improvements. The payment of the grant is contingent upon project completion and acceptance or periodic draws/progress payments at the developer's request.

Agenda Item Summary

On October 26th, the Board of Directors of the Center City Tax Increment Reinvestment Zone (TIRZ) #1 considered a request for TIRZ incentives associated with the Texas Panhandle First Responders Memorial project to be located at 1018 S Polk Street. The project seeks to construct a first responders memorial with water feature, landscaping, and streetscape improvements to meet the Downtown Amarillo Urban Design Standards (DAUDS) in an existing small park location downtown. There is a long-term lease agreement approved for the project at this location.

Total project construction cost is estimated at $1,509,020. $179,200 of this total was quoted for costs solely associated with the DAUDS streetscape improvements for the project. The estimated project start date is February of 2024 with an estimated completion date of December 2024.



The Developer Agreement grants $120,000 for costs associated with the DAUDS streetscape improvements. The payment of the grant is contingent upon project completion and acceptance or periodic draws/progress payments at the developer's request.

Requested Action

Approve as presented. This item was approved unanimously by the TIRZ #1 Board of Directors during their October 26, 2022 meeting. It also has been presented to the Potter County Commissioners for comment on November 14, 2022.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Funding Summary

Funding for this incentive is provided through the TIRZ #1 revenues. Payment can be made after full completion and acceptance or by periodic draws/progress payments through the submittal of a pay request by the developer.

Community Engagement Summary

Public TIRZ Board meeting held on October 26, 2022.

Staff Recommendation

Staff recommends approval as presented.

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

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

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

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

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

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

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

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

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

WHEREAS, Developer's proposed project was approved for TIRZ participation by the Amarillo City Council on _____, 2022;

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

Section 1. Site

Developer owns or leases certain real property which is within the city limits of Amarillo and the boundaries of the Zone. The Property, for purposes of this Agreement, is limited to that certain public right-of-way abutting the Developer's real property, as specifically described in Exhibit A.

Section 2. Project & Financing

Developer understands and agrees that the cost of the Private Improvements associated with the Project shall be funded by and through Developer's own capital or other financing means arranged and obtained by Developer. Further, the TIF payments made to Developer pursuant to this Agreement are intended **FOR CONSTRUCTION OF CERTAIN STREETSCAPE IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY ONLY, as shown on Exhibit A** (the "Project").

Section 3. TIF Participation: Incentive Grant

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, Zone agrees to provide **PAYMENT OF FUNDS UP TO $120,000 FROM THE TAX INCREMENT FUND for the Project.** Unless explicitly provided differently in an exhibit attached hereto, all grants, loans, reimbursements and any other financial payment to Developer under this Agreement shall be made **TO THE DEVELOPER** provided all current taxes have been paid on the Developer's real property and any other prerequisites stated in this Agreement have been satisfied.

In order to receive payment under this Agreement, whether a lump sum upon completion and acceptance or by periodic draws/progress payments, Developer must submit a pay request along with all documents reasonably required by the Planning Director to adequately document (i) Developer's delivery and performance of the improvements described herein, in compliance with all applicable laws and codes; and (ii) payments to suppliers, subcontractors, and workmen. Each periodic draw, if any, shall be subject to 10% retainage that will be paid to Developer in the final payment upon satisfactory completion and acceptance of the Project.

TIF payments made to the Developer pursuant to this Agreement are conditioned upon (i) reasonable and necessary expenditures for the Project and (ii) satisfactory completion and acceptance of the Project before the expiration of the term, regardless of whether the funds paid or payable by the Zone are or are not sufficient to complete the Project. The Developer shall promptly refund any advance payments made by the Zone which do not meet both conditions. The total obligation of the Zone under this Agreement shall never under any circumstances exceed the cap on expenditures specified in this Section 3.

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

Section 4. Reimbursement Limited to TIF Fund

Developer understands and agrees that any and all payments, obligations, grants, loans, reimbursements and any other form of financial obligation imposed on the Zone by this Agreement ("Reimbursement") shall be made solely from then-currently available revenues in the TIF Fund and subject to pre-existing commitments and all other terms of this Agreement and applicable laws. In the event that there is not sufficient revenue in the TIF Fund to timely pay Developer any part of the Reimbursement or grant, the Zone will pay Developer such portion of the Reimbursement or grant that may be available at the time. The balance of any due but unpaid sum shall be carried forward without interest and paid by the Zone in the first year in which there is sufficient revenue in the TIF to pay such balance. Developer agrees that it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or City for all or any portion of the Reimbursement or grant

Upon termination of the Zone on December 19, 2036, as provided by Ordinance No. 7012 or such other date as may be specified in a subsequent ordinance adopted in accordance with Section 311.017 of the Act, any portion of the Reimbursement or grant that has not been paid due to the unavailability of revenue in the TIF Fund or due to Developer's failure to meet any precondition under this Agreement for receipt of payment shall no longer be considered Project Costs of the Zone, and any obligation of the Zone to pay Developer any remaining balance of the Reimbursement shall automatically expire.

Section 5. Term

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

Section 6. Exhibits

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

Section 7. Force Majeure

It is expressly understood and agreed by the parties that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities (SPS/Xcel Electric, Southwestern Bell Telephone, Atmos Gas, Suddenlink Cable or their

Contractors or other utilities or their contractors), fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

Section 8. Indemnity

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

Section 9. M/WBE Goals

In satisfaction of the Zone's obligations under Section 311.0101 of the Act, Developer shall make a good faith effort to comply with City's policy regarding participation of business enterprises eligible as small, minority, or women-owned business enterprises in subcontracting any of the construction performed on the Project. Upon Developer's request, City shall provide Developer with access to the list of companies that qualify as such a business enterprise.

Developer shall: (i) maintain records showing its contracts, supply agreements, and service agreements with such Business Enterprises, as well as its efforts to identify and award contracts to such Business Enterprises; and, (ii) provide a report to the Zone annually during construction, in a manner reasonably prescribed by the Board, documenting its efforts to comply with this paragraph.

Section 10. Events of Default & Remedies

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

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

Section 11. Venue and Governing Law

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

Section 12. Notices

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

If intended for Zone, to:

Tax Increment Reinvestment Zone No. 1
c/o City of Amarillo Director of Planning
509 S.E. 7th Street, Suite 206
Amarillo TX 79101
Fax: 806/378-9388

If intended for Developer, to:

Wes Reeves
President
Friends of AJ Swope
2112 S. Travis
Amarillo, TX 79109
Phone: 806/679-7773

Copy to:

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

Copy to:

Same as Developer

Section 12. Severability

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

Section 13. Counterparts & Signatures

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

Section 14. Captions

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

Section 15. Successors and Assigns

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

Section 16. Limited Rights and Non-waiver

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

Section 17. Entire Agreement

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

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

TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF AMARILO,

FRIENDS OF AJ SWOPE

TEXAS

By:	By:
Dean Frigo Date Chairman of Board	Wes Reeves Date President
CITY OF AMARILO, TEXAS	APPROVED AS TO FORM AND LEGALITY FOR CITY & ZONE
By:	By:
Jared Miller Date City Manager	Bryan McWilliams Date City Attorney

Attachments that are part of this Agreement:
Exhibit A Property Ownership Map
Exhibit B Site Plan/Improvements
Exhibit C Project Cost Estimates
Exhibit D Project Term Sheet

EXHIBIT A
MAP OF SITE LOCATION WITHIN TIRZ#1 BOUNDARY



SITE LEGAL DESCRIPTION

1018 South Polk Street and legally described as:

LOT	Portions of 4 & 5
BLOCK	138
ADDITION	Plemons Addition Unit No. 1
CITY	Amarillo, Texas
COUNTY	Potter County, Texas

EXHIBIT B:
Texas Panhandle First Responders Memorial Renderings





EXHIBIT C: Project Cost Estimates

Project Costs

Costs	Amount ($)	Source of Funds
Purchase of Land	0	City of Amarillo Lease
Demolition Costs	0	
Site Improvements	1,283,733	Donations and Grants
Construction of New Building(s)	0	
Purchase of Existing Facility	0	
Renovation Costs	0	
Cost of Machinery or Equipment	0	
Architectural and/or Engineering Fees	153,429	Donations and Grants
Legal or Other Professional Fees	0	
Contingency	71,858	Donations and Grants
Working Capital	0	
Other (Please Specify)	0	
Total Project Costs	1,509,020	

EXHIBIT D
PROJECT TERM SHEET - PRIVATE PROPERTY IMPROVEMENT

SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED

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

Business/Land Use	Construction of publicly accessible Texas Panhandle First Responders Memorial project
Other improvements	Site, and public right-of-way improvements

SECTION 2. FINANCIAL ANALYSIS

Analysis indicates the financial feasibility of the Project is negatively affected due to the scope of the Project and additional infrastructure requirements of the site. The proposed assistance will encourage and support the Project, which is consistent with the goals of the Zone. Making grants and loans from the TIF of the Zone will serve those ends.

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

SECTION 3. DEVELOPER'S OBLIGATIONS

Subject to the terms and provisions of the Agreement, as conditions precedent to the Zone making any payment from the TIF to Developer, the Developer must:

- Secure not less than $1,200,000 in private investment for the Project on the Property.
- Comply with all terms, conditions, and obligations of this Exhibit D and the Agreement to which it is attached.
- Obtain an issued permit for the construction within eighteen months of the effective date of the agreement.
- Agreement expires after three years from the effective date.

[THIS SPACE LEFT BLANK INTENTIONALLY]

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Transportation Systems
Department	Amarillo City Transit (ACT)		
Contact	Christopher Quigley, Transit Director		

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 12-13-22-1

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

Agenda Item Summary

Congress amended federal transit law as part of the Moving Ahead for Progress in the 21 Century Act (MAP-21), which requires transit agencies to draft and carry out a Public Transportation Agency Safety Plan (PTASP). The new Bipartisan Infrastructure, Law changes required updates to the Public Transportation Agency Safety Plan (PTASP) requirements at 49 U.S.C. § 5329(d) and establishes compliance deadlines for implementing these new provisions.

Requested Action

The (PTASP) final rule (49 C.F.R. Part 675) requires that the governing body approve the plan submitted by the Accountable Executive (Transit Director) Request Council Consider Adoption of the required updated Title VI Compliance Program to be forwarded to the Federal Transit Administration for review and sign off.

Funding Summary

Updates of the current PTASP due to new Bipartisan Infrastructure safety requirements.

Community Engagement Summary

ACT Public Transportation Agency Safety Plan demonstrates our commitment to ensuring safe and reliable service for all citizens of Amarillo.

Staff Recommendation

Staff recommends approval of the updated PTASP.

12/13/2022mvn _____

RESOLUTION NO. 12-13-22-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ADOPTING THE AMARILLO CITY TRANSIT (ACT) PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP): PROVIDING REPEALER OF PRIOR COMPLIANCE PLANS: AND PROVIDING EFFECTIVE DATE.

WHEREAS, the Public Transportation Agency Safety Plan (PTASP) regulation implements a risk-based Safety Management System approach and requires recipients or subrecipients of financial assistance under the Federal Transit Administration's (FTA) Urbanized Area Formula Program (49 U.S.C. § Section 5307) to establish and certify that they have an Agency Safety Plan in place that meets statutory requirements no later than December 31, 2020, as required by 49 U.S.C. § 5329(d)(1); and

WHEREAS, On November 15, 2021, President Biden signed into law the Bipartisan Infrastructure Law, which amends FTA's Safety program 49 U.S.C. §5329(d) (Section 5329(d)) by adding to the public transportation agency plan (PTASP) requirements. FTA expects the transit agency to update its ASP in cooperation in accordance with the requirements by December 31, 2022.

WHEREAS, Amarillo City Transit (ACT) is a recipient or subrecipient of financial assistance under FTA's Urbanized Area Formula Program (49 U.S.C. § Section 5307); and

WHEREAS, the proposed Public Transportation Agency Safety Plan (PTASP) attached hereto is intended to meet such requirements; and

WHEREAS, ACT must certify its PTASP no later than December 31, 2022; and WHEREAS, ACTs PTASP must be approved and signed by the Accountable Executive, the Transit Director; and

WHEREAS, ACTs PTASP must be approved by Amarillo City Council annually,

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

SECTION 1: The City hereby approves the Public Transportation Safety Plan (PTASP) 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 Public Transportation Safety Plan (PTASP) replaces the (PTASP) previously adopted by the City.

SECTION 3: The Public Transportation Safety Plan (PTASP) 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, the 13th day of December 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

Bryan S. McWilliams, City Attorney

DRAFT

ACTRANSIT

PUBLIC TRANSPORTATION SAFETY PLAN



DATE: November 1, 2022

Safety Management System Policy Statement

ACT is committed to planning and delivering bus service in ways that promote the health and safety of our customers, employees, contractors, and citizens. This policy outlines the commitment of the system which is consistent with current federal regulations (49 U.S. Code § 5329) and develops a Public Transportation Agency Safety Plan (PTASP) based on the Safety Management Systems approach.

ACT management is responsible for maintaining a harmonized safety system in order to identify and prevent unsafe acts and conditions that present a potential danger or threat to public safety. Management the has responsibility for maintaining and implementing the PTASP and complying with the policies, procedures, and standards included in this document. All transit personnel is charged with the responsibility of adhering to this plan. Any violation of safety and security practices is subject to appropriate administrative action. Management is ultimately responsible for enforcing the plan and maintaining a safe and secure system and workplace. Each employee shall be responsible for performing his or her duties in a safe manner following the procedures as set forth in the Public Transit Agency Safety Plan. It shall be the duty of each transit employee to cooperate fully and provide any information that is requested during any investigation or inspection that may be undertaken by the department that may have concerns regarding the safety of operations within the transit department.

Christopher Quigley

Christopher Quigley
Transit Director

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I. AMARILLO CITY TRANSIT AGENCY SAFETY PLAN REQUIRED INFORMATION

A. Transit Agency Information

Transit Agency Name	Amarillo City Transit (ACT)	
Transit Agency Address	801 SE 23rd Avenue, P.O. Box 1971	
Accountable Executive	Christopher Quigley, Transit Director	
Chief Safety Officer	Charlene Sutton, Acting Chief Safety Officer	
Service Model	Fixed Route and Complementary Paratransit	
Funding Source	5307 and 5339	
Service Provided	Directly Operated, No service for other agency or entity	
Name of Person Drafting Plan	Christopher Quigley, Transit Director	
Signature of Accountable Executive	Christopher Quigley	Date
Approval by Amarillo City Council	A copy of Amarillo City Council Resolution #, approving ACT Safety Plan is maintained on file by the Transit Director.	Date

B. Plan Development Records

Version	Section/Pages Affected	Reason for Change	Date
1	Pages 2, 5,6,7,8,9,13	Accountable Executive, Updated Policies, and Targets	12/1/2022

C. Annual Review and Update Process

ACT will complete an annual review of the Safety Plan as part of the budget process no later than June 1st of each year so that the performance targets and updates can be included in the annual budget narratives submitted and approved by Amarillo City Council for the fiscal year beginning October 1. The Accountable Executive and the Operations Safety and Training Supervisor will review and approve any changes prior to submission to City Council.

II. INTRODUCTION

A. Amarillo City Transit Overview

Amarillo City Transit (ACT) has one operating facility located at 801 S.E 23rd Avenue and Olive Street in the City of Amarillo Service Center. ACT administrative office, maintenance, and storage of 31 buses are housed at this location. ACT service operates Monday through Saturday between the hours of 6:00 a.m. and 7:00 p.m. on thirteen routes. ACT has 68 budgeted positions, 62 are considered safety sensitive which include:

- 44 Bus Operators
- 4 Mechanics, a Supervisor 1, and Shop Supervisor II
- 5 Fuel and Wash Staff
- Operations Safety and Training Supervisor, (Chief Safety Officer) and Assistant Safety and Training Supervisor
- Operations Supervisor and 5 Dispatchers/Schedulers/Road Supervisors

DEPARTMENT CORE VALUES							
Safety	People-Centric	Service Excellence	Action Ready	Ethics & Integrity	Resilience	Innovative	Diversity & Inclusion

Vision Statement

Leading the community in connecting people and businesses to build a better Amarillo.

Mission Statement

To enhance the quality of life for all citizens by providing safe, reliable, and cost-effective Public Transportation services valued by users, non-users, and community leaders.

ACT is currently considered a small urban bus operator and would be included in the State of Texas Public Transportation Safety Plan but elected to prepare the agency safety plan. The official opt-out letter is included as Appendix A of this document.

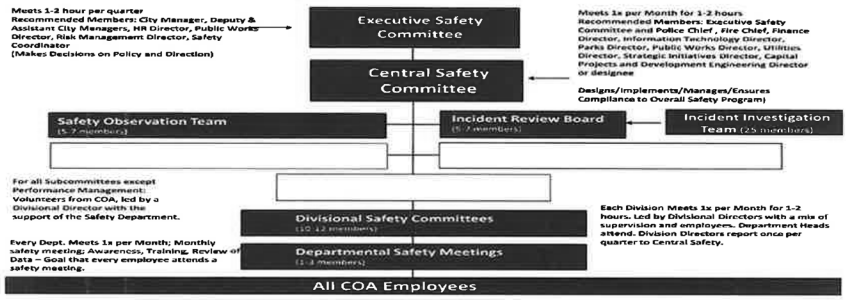
ACT is a department of the City of Amarillo and as such is included in the City Safety Management Structure.

B. City of Amarillo Safety Management Structure

City of Amarillo (COA) Safety Policy and direction is set by the Executive Safety Committee whose members include the City Manager, Deputy City Manager, Assistant City Managers, Risk Manager, and

the Directors of Human Resources and Public Works. This group meets quarterly.

City of Amarillo Safety Management Structure



The Central Safety Committee, of which the Transit Director is a member, meets monthly and is responsible for designing, managing, implementing, and ensuring overall compliance with safety policy and practice. The Central Safety Committee reviews information from Risk Management that helps address areas for improvement such as the types and causes of injuries, as well as the months and days those injuries occur. This information is used in ACT's training program to determine what actions and training need to be implemented to improve safety performance.

The City has an Incident Review Board that meets monthly to review accidents and determine if they are non-preventable or preventable and assess points. Drivers who receive points are subject to disciplinary action, and those receiving the maximum number of points are subject to discharge. The ACT Chief Safety Officer interacts with this Board.

Each Division of the City and each Department has its own safety committee. ACT Employee's receive the COA Safety Policy during orientation, and it is included in the COA Employee Handbook.

General Human Resources Policies

https://my.cityama.com/home/showdocument?id=315
https://my.cityama.com/departments/human-resources/personnel-rules-and-policies
Appendix B City of Amarillo Personnel Policies and Procedures – Safety Policy

The COA Risk Manager, Safety Coordinator, and Claims Administrator are available for consultation and response to ACT accidents. The City Safety policy holds managers, supervisors, and employees accountable for meeting our safety goals.

C. ACT Safety Organization

In 2017 ACT adopted Safety Management Best Practices which was taken from the **TRANSPORTATION RESEARCH BOARD OF THE NATIONAL ACADEMY OF SCIENCES, 2003** *EFFECTIVE COMMERCIAL TRUCK AND BUS SAFETY MANAGEMENT TECHNIQUES: SYNTHESIS OF SAFETY PRACTICES*. The synthesis is based on a review of relevant literature, as well as a survey of commercial motor vehicle safety managers (139 respondents) and other experts in motor carrier safety (57 respondents). ACT adopted best practices in hiring, training, performance monitoring, discipline, and preventive maintenance. The practices will be discussed in various sections of this report.

The report cited management's commitment to safety as the number one most important safety practice. The Transit Director is accountable for creating a culture of safety by providing strategic direction for safety policy, risk mitigation, safety assurance, and safety promotion. The Transit Director commits to creating a safety culture that strives to continually improve the ACT Safety Management System (SMS) and implement the Agency Safety Plan that will protect the public, transit employees, transit equipment, and the City of Amarillo. The Director is assisted in these responsibilities and tasks by the Assistant Transit Director.

The Chief Safety Officer (CSO) reports to the Transit Director and provides leadership in the operation and performance of safety practices. The CSO communicates and enables site safety policy related to SMS and is responsible for operational safety, environmental responsibility, and employee health and safety on and off the job.

This position also is responsible for the safety promotion, of the ACT Safety Committee and oversees the Assistant Safety and Training Supervisor. The Safety team manages the Employee Safety Reporting process and Hazard Identification program.

Every ACT team member has the personal responsibility to practice safety. Road/Dispatch Supervisors, Transit Fleet Supervisor II, and Transit Fleet Supervisor I, all have a role in practicing, monitoring, and enforcing safe behaviors of people they supervise on a daily basis.

D. ACT SMS Contact Names & Roles

Christopher Quigley, Transit Director (806)378-6842, email Chris.Quigley@amarillo.gov

Charlene Sutton, Acting Chief Safety Officer (806)378-6865, email Charlene.Sutton@amarillo.gov

Brett Lawler, Assistant Transit Director (806)378-6860, email Brett.Lawler@amarillo.gov

III. SAFETY PERFORMANCE TARGETS

A. Overview

The Public Transportation Agency Safety Plan (PTASP) regulation, 49 CFR Part 673, requires that ACT establish safety performance targets. Safety targets are quantifiable goals measured over time.

ACT reports the following performance measures as part of the annual budget report submitted and approved by Amarillo City Council each year. The following table presents Fiscal Year 20/21 approved targets contained in the budget narrative. To date, ACT has not separated data by mode given the small size of our operation.

Fleet Maintenance and Repair						
Performance Measures/Indicators:						
Indicator	**Measure**		**Target**	**2020/21 Actual**	**2021/22 Estimated**	**2022/23 Projected**
Service Reliability		Fixed	>6,000	12,764	15,000	14,000

	Mean Distance between Road Calls	Connect	>3,500	15,432	18,000	17,000

Safety						
Performance Measures/Indicators:						
Indicator	**Measure**	**Target***	**Mode**	**2020/21 Actual**	**2021/22 Estimated**	**2022/23 Projected**
Fatalities	Per 1,000,000 miles	0	Fixed Route	0	0	0
		0	Connect	0	0	0
Injuries	Serious or Not Serious Injury to a Person	9	Fixed Route	11	7	6
		1	Connect	3	1	1
Events	Any Accident, Incident or Occurrence	18	Fixed Route	31	18	16
		7	Connect	13	7	7
*Targets are based on a 5-year average						

B. Safety Performance Measures

The targets presented above will be revised for Fiscal Year 21/22 to include the statistics by mode. The new categories will be updated to include Fatalities (ACT has had no fatalities), Total Safety Events, and Service Reliability. ACT will continue to report Employee lost time to injury in total, not by mode.

ACT will use the following definitions:

- **Event** means any Accident, Incident, or Occurrence.
- **Accident** means an Event that involves any of the following: A loss of life; a report of serious injury to a person; a collision of public transportation vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.
- **Incident** means an Event that involves any of the following: a personal injury that is not a serious injury: one or more injuries that require medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts operations.
- **Occurrence** means an Event without any personal injury in which damage to facilities, rolling stock, or infrastructure does not disrupt operations.
- **System Reliability** is defined by the mean distance between major mechanical failures by mode.

ACT will calculate the number of Fatalities, Injuries, and Safety Events based upon 100,000 revenue miles. Targets will be established based upon the five-year average.

C. Target Setting Coordination

ACT Coordinates with the MPO in the selection of State and MPO safety performance targets through the MPO Technical Advisory Committee of which the Transit Director is a member.

PUBLIC TRANSPORTATION SAFETY PLAN

The Amarillo MPO adopted the State of Texas performance targets in January 2020 and will be receive an updated copy when required.

ACT performance targets will be submitted to the MPO and made available to the State to aid in the planning process. The MPO will review targets every January.
ACT opted out of the State of Texas Public Transportation Agency Safety Plan process but meets monthly with TxDOT representative.

IV. SAFETY MANAGEMENT SYSTEM (SMS) POLICY

A. Policy Statement

Amarillo City Transit (ACT) Management's commitment to safety is the number one most important safety practice. Our Mission is to provide Safe, Reliable and Cost-Effective Public Transportation service valued by users, non-users, and community leaders.

The management of safety is essential to the service we deliver to the community. ACT commits to a continuous improvement process aimed at achieving the highest level of safety performance.

ACT is committed to developing, implementing, maintaining, and constantly improving how we deliver safe public transportation services for our customers, employees, and the community. All levels of management and all employees are accountable for the delivery of this highest level of safety performance, starting with the Transit Director.

The Amarillo City Transit Director commits to:

- Support the management of safety through the allocation of resources, fostering safe practices, encouraging employee safety reporting and communication, and actively managing safety with attention to results.
- Instill a culture that makes safe practices the primary responsibilities of all supervisors and staff.
- Clearly define for all ACT employees their responsibility for the organization's safety performance and their role in our safety management system.
- Establish and maintain policies, procedures, and practices to identify hazards and safety risks in order to eliminate or mitigate the risk.
- Ensure that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management practices, and are assigned tasks commensurate with their skills.
- Monitor and measure our safety performance against realistic and data-driven safety performance indicators and safety performance targets; and
- Continually improve our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

B. Employee Reporting System

The ACT SMS requires proactive reporting of safety hazards or safety concerns on the part of all employees in order to be proactive... The City of Amarillo requires the Director to ensure that all employees have the authority to enforce the safety policy and take action to stop unsafe practices.

Under no circumstance are employees retaliated against for the act of reporting safety-related information. For example, if an employee runs a red light, they are to report it to their Supervisor or the CSO who will pull the video and go over it with them. They are coached to understand how to avoid red light violations in the future. There is an incentive for employees to be forthright because failure to report may subject them to discipline. Employees who report others are not subject to any negative consequences or retribution. Employees who would engage in retribution could however be subject to discipline for engaging in this conduct considered to be harassment (Appendix C Employee Safety and Performance Expectations).

The ACT SMS contains both proactive and reactive means of reporting safety hazards, unsafe behaviors, and near-miss events. The information derived from proactive reports can provide significant insights into potential risk(s) and furthermore, allows for the continuous improvement of ACT's SMS. While post-event accident, incident, or occurrence investigations reveal information about safety hazards, we cannot rely solely on reactive data to expose risk.

When an employee becomes aware of a hazard or near-miss, they are encouraged to submit a report or notify a supervisor or management within eight (8) business hours or at end of shift. Reports may be submitted anonymously by putting a paper copy into any supervisor's mail slot or sent via email to transitsafety@amarillo.gov. Hazard Identification Forms are available next to Bus Operator and Maintenance staff mail slots. ACT has used Safe*Start* forms in the past but will be using an internal form in the future. Samples of both are included in Appendix D.

ACT is a small operation and employees are empowered to speak their minds about safety and other matters. They usually choose to speak directly to the Operation Supervisor or CSO and when they are not available to the Assistant Director or Director. Employees take pride in identifying safety issues. Supervisors or management then fill out a report and take required action or direct the report to the proper staff to address the issue. Feedback is provided by the person taking the report or the CSO. The information is posted on the safety bulletin board. Appendix E provides recent examples of a response to hazard identification.

Most responses are provided within 24 hours. Anonymous reports may be responded to with a posting on the safety bulletin board if appropriate. Employees are encouraged to provide their names since ability to provide follow-up communication is otherwise limited.

Employees may also use the City of Amarillo Safety Hazards—**Find It, Fix It Form** contained in Appendix **B.**

V. SAFETY RISK MANAGEMENT

Safety Risk Management starts with creating and sustaining a safety culture supported by best practices in safety management. The processes, standards, and actions enable and sustain a positive safety culture. The Transit Director and CSO have the primary responsibility for risk management and are assisted by the Assistant Transit Director, Operations Supervisor, and Grants and Compliance Coordinator who are considered the management team.

New Employee, Intake Process

The first step is to hire the best possible employee using the following practices:

- Pre-hiring requirements,
- Applicant screening for stable work history and number of years of experience,
- Brief phone interview,
- In-person interview with standardized screening questions, and
- Physical exams and drug screens.

Positive employee relations are essential to a safe working environment. Low morale, poor interpersonal skills, and lack of professional appearance are associated with at-risk or aggressive driving behaviors.

ACT has an employee of the month program that focuses on enhancing safety and customer service. ACT honors individuals who achieve a year or more with no preventable safety event. Employees are rewarded with drink coupons when seen as being safe. Recognition and equitable treatment of all employees encourages sharing of safety-related information.

The Safety Committee, led by the CSO, consists of one volunteer representative from Maintenance, Fuel and Wash, Dispatch/Road Supervisors, Fixed Route Operator, ACT-Connect Operator, and Administration. The Committee meets monthly to provide hazard identification, mitigation ideas and safety promotion ideas. A recent agenda is included in Appendix G.

A. Hazard Identification

ACT utilizes a variety of strategies to identify, measure, and resolve system safety risks. The specific strategy employed is dependent on the specific hazard and what aspect of transit operations might be impacted by the hazard. The most frequently reported hazards are near misses, bus stops, and intersections.

Passenger Equipment

ACT bus operators and staff frequently report passenger's broken mobility devices or behaviors that if not addressed could result in a safety event. Citizens can and do report safety concerns through the City website at www.Amarillo.gov.

ACT Hazard Identification forms are located next to the Bus Operator/Maintenance staff mailboxes in the Administration office near the restrooms. All employees may use the Employee Reporting Systems described in the previous section to report hazards.

Dispatch Supervisors are required to perform Fit for Duty checks at the beginning of each driver shift. During these checks Supervisors are to look for the following:

- Impairment from illness, injury, or substance abuse
- Fatigue

- Absences of Corrective Lenses
- Uniform or equipment issues (ex: badge, driver's license, and Proper PPE).

Vehicle Inspections

Pre and Post-trip (Appendix H) inspections must be conducted prior to leaving the yard when turning the bus over to another driver, and when returning to the garage. Required manufacture preventive maintenance is completed at the recommended intervals within 500 miles. The Transit Fleet Supervisor II is responsible for monitoring the post-trip tickets and assigning work as well as quality assurance for completed jobs. The Management team receives a daily vehicle roster (Appendix I) to see the vehicles repair issues and status. We are in the process of acquiring new maintenance software that will enhance performance monitoring.

Safety Department, assisted by Road Supervisors, reviews three (3) randomly selected camera hard drives weekly as part of the hazard identification program. The safety department keeps the near-miss/hazard reporting data up to date. ACT maintains, and analyzes the data stored and takes corrective action as needed. It is ACT policy to review video when safety events occur – the entire run is evaluated to determine not only how the accident occurred but also the behaviors that could have contributed to the accident.

Road Supervisors are required to perform regular on-street observations. This is one more way that ACT reinforces the need for bus operators to identify hazards and unsafe behaviors before they are identified by supervisors in the field.

ACT utilizes a security checklist to review facilities for safety on a monthly basis, 2021. Quarterly Workplace Audit reports are a source of information for hazard identification and will also begin in January. (Appendix J)

B. Risk Assessment

A risk assessment matrix is a graphic example of the mindset which each employee must have. It should be simple, easily communicated, and adopted by every employee. The Transit Director or Safety Team cannot address every possible risk that an employee might face during their workday. Our goal is to create a safety culture where employees can assess the severity of a situation and act safely or recognize that they need assistance to mitigate risk as the following example shows.

An event to distribute free groceries at a Church resulted in a huge traffic jam. Cars were parked on both sides of the street; lines of pedestrians and traffic created a risk. The Bus Operator notified dispatch and the Chief Safety Officer responded immediately. He discovered that it is a recurring event. He assessed the situation, met with the event organizer, developed an action plan to prevent a hazardous situation in the future, and committed to following up after subsequent events to ensure the plan works.

ACT will use the following charts to assess risk, the above-described event would be considered a Medium risk based on the ACT Risk Matrix. A copy of the Risk Register is contained in Appendix K.

Likelihood Levels			
Description	Level	Individual Item	System
Frequent	A	Likely to occur often	Continuously experienced. Potential consequence may occur more than once a day up to once every 3 months.
Occasional	B	Will occur several times	Will occur several times. Potential consequence may be experienced more than once every 3 three months up to every 18 months.
Remote	C	Unlikely to occur	Unlikely but possible. Potential consequence may be experienced more than once every 18 months up to every 60 months or more.

Severity Categories		
Description	Category	Criteria
Catastrophic	1	Could result in death, permanent total disability, loss exceeding $250,000, system shutdown lasting 4 or more hours, or irreversible severe environmental damage that violates law or regulation.
Serious	2	Could result in injury or occupational illness that may result in hospitalization of at least one person, property damage exceeding $25,000 but less than $250,000, system shutdown lasting between 10 minutes and 4 hours, or reversible environmental damage causing a violation of law or regulation.
Marginal	3	Could result in injury or occupational illness that may result in one or more lost workdays, property damage up to $25,000, system shutdown lasting less than 10 minutes, or environmental damage that can be mitigated without violation of law or regulation.

Risk Assessment Matrix			
Likelihood/Severity	Catastrophic	Serious	Marginal
Frequent	High	High	Medium
Occasional	High	Medium	Low
Remote	High	Medium	Low

Safety Risk Index	Criteria by Index
High	*Unacceptable – Action Required* Safety risk must be mitigated or eliminated.
Medium	*Undesirable - Management Decision* Executive management must decide whether to accept safety risk with monitoring or require additional action.
Low	*Acceptable - with Review*

	Safety risk is acceptable pending management review.

C. Risk Mitigation

No level of risk is acceptable if it can be mitigated or removed based upon the Safety Risk Index. Risk mitigation happens as a regular course of business. ACT will use the Risk Matrix to identify the level of risk and develop mitigation strategies. ACT will move quickly to address the risk.

ACT has a Continuation of Operations Plan (COOP), High Wind protocols, Tornado and Winter Weather Plans (Appendix L).

ACT Transit Director has a role in the COA Incident Action. If there was an issues that required transportation assistance transit would work with Incident Command to provide assistance as needed.

ACT has a long history of using Job Safety Analysis (JSAs) to mitigate risk. ACT has many JSAs for numerous topics and procedures. These JSAs are kept in the break room for easy access and review. ACT is in the process of reviewing and updating JSAs. Appendix M contains samples of our JSAs.

The Chief Safety Officer completes a daily facility walk around and meets or emails daily with the Transit Director to discuss safety issues.

ACT has implemented a safety risk register to document the risk identification and mitigation process already in place.

VI. SAFETY ASSURANCE

ACT has the necessary people, processes, and procedures in place to monitor operations and maintenance to ensure compliance with our safety goals and standards.

ACT standard is 95% of preventive maintenance completed within 500 miles of required service. Over the last three years the Maintenance Department has exceed this standard. Maintenance staff accepts the post trip tickets from bus operators at the end of a run, tops off fluids and addresses maintenance issues. Repair orders are created if necessary.

COA software allows ACT to monitor compliance and is tracked by the Assistant Transit Director who oversees maintenance. ACT uses COA JDE software and Fleetio Software for maintenance monitoring. The Assistant Director and the Chief Safety Officer conduct regular monthly safety meetings. The Maintenance staff meets to discuss various topics which always include safety topics.

The CSO completes a daily facility walk around and listens to the radio throughout the day to monitor service for safety issues.

The formal COA performance appraisals for all employees are initially conducted every 6 months and then annually. All appraisals include a review of an individual's safety performance. After successful completion of training, ACT Bus Operators are assigned to an ACT Dispatch/Road Supervisor who performs on road observations of driving performance monthly. The CSO is responsible for monitoring all new bus operators through the first year and ensuring they successfully complete their probation.

Since March 2020 ACT continues to maintain strict cleaning guidelines to prevent enhance the health and safety of our staff and passengers. Buses are cleaned and disinfected nightly when they arrive at the bus yard. Hand sanitizer and masks are available at the request of staff when needed.

ACT utility staff monitor all bus stops to ensure the stops can are cleaned and disinfected weekly. (Appendix N).

Since ACT is a city department, we are alerted to all emergency road closures when they happen. ACT Operations Supervisor is on the city committee to approve street closures for community events. This permits ACT to react to prevent customer inconvenience, provide safe alternative boarding locations, and notify passengers via the One Ride app when regular service will be disrupted.

The City has implemented a cloud-based data management system called Origami, which will satisfy ACT's safety assurance requirements and reporting. Origami's platform can receive, record, and analyze data regarding collisions, near-misses, security events, and safety hazards. Origami will increase in quantitative and qualitative safety reporting and analysis. This data is included in our Safety Register.

ACT Supervisors have a packet of material when responding to accidents that ensure that all necessary information is recorded (Appendix O). This ensures that the data needed for Origami reporting, safety event analysis, and response are captured.

The COA Risk Manager has trained ACT supervisory staff in Incident Investigation and Employee Rights & Responsibilities under the Occupational Safety and Health Act of 1970. A copy of the Power Point Presentation for the class in contained in Appendix P.

VII. SAFETY PROMOTION

ACT uses the 2020 Transit and Paratransit Company (TAPCO) training system for Bus Operators and Bus Garage Safety/OSHA Compliance Course (Appendix Q) for maintenance staff to establish the importance of safety, train how to identify risk and apply mitigation strategies. ACT uses TAPCO training for new hire, refresher, and remedial training as well as other safety related training programs such as Passenger Assistance Safety and Sensitivity Training (PASS).

The TAPCO Bus Operator training modules focus on identifying 18 unsafe behaviors and mitigation strategies to remove or reduce risk. The TAPCO training addresses safety best practices and discussed the concept of SMS. Garage safety is a four-day course with a year-long program to achieve on-going OSHA compliance.

ACT is always looking for effective training modules to upgrade and improve the efficacy of the training program. We have added NTI videos System Security Awareness for Transit Employees "Warning Signs" and The Mark, along with LLLC Defensive Driving. Training instructors use video from ACT incidents and accidents as part of the training course, showing only parts that do not identify the individuals involved.

As Bus Operators progress through classroom, behind the wheel, cadetting and during probation, the Safety Team works to identify and correct drivers who exhibit high risk driving behaviors. ACT has in place rules and policies to ensure driver compliance.

In August 2020 ACT acquired six 35-foot Gillig buses. All drivers were given training on the vehicle and required to meet standards before the vehicles were put into service. Gillig provided training for maintenance staff and will return in January 2021 to provide additional training.

VIII. SAFETY COMMUNICATION

Safety promotion begins on the first day of Employee Orientation. The City Manager or Assistant City Manager cover the COA Code of Safety Practices. New transit employee orientation continues the safety training. ACT Safety Policy is covered in new employee orientation and individuals are required to sign that they have read and agree to follow the policy. The Transit Director conducts the Drug & Alcohol Training and presents the ACT Drug Free Workplace policy to all new employees and this training is updated and provided annually.

The Chief Safety Officer regularly if not daily actively promotes safe practices through in person communication with bus operators, maintenance, and office staff. If he sees something good or bad, he will say something.

ACT communicates events and safety information to all as appropriate using the radio, bulletin boards, email, and physical mailboxes for employees who do not have email.

ACT has a sign on the front of the building that says, "Zero Accident Attitude". We acknowledge that zero accidents are unrealistic, but it should be the goal of everyone who enters and exits the facility each day. There are signs in our building that say, "No unsafe behaviors beyond this point". Appendix R is a Power Point Slide evidence of ACT safety communication.

Safety messages go out over the radio every 2 hours. Toilet Tabloids are posted in the restrooms. There are 2 Safety Bulletin Boards outside the break room and on the opposite wall are the Workplace and Days without Accident Boards.

Since COVID-19 we have distributed memos on a regular basis to promote CDC best practices and place articles regarding COVID-19 in the Break room for everyone to read. The Transit Director monitors for updates of COVID-19 Employer Information for Bus Transit Operators on the CDC website and the FTA's Coronavirus landing page.

IX. DEFINITIONS

Amarillo City Transit incorporates all of the Federal Transit Administration's that are in 49 CFR§ 673.5 of the Public Safety Plan regulation.

- **Accident** means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any time, whatever the cause.
- **Accountable Executive** means a single , identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the Public Transportation Agency Safety Plan, in accordance with 49 U.S.C 5329(d), and the Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
- **Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.
- **Event** means any Accident, Incident, or Occurrence.
- **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Incident** means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
- **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
- **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
- **Occurrence** means an Event without a personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
- **Operator** of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.
- **Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to access progress toward meeting the established targets.
- **Performance target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
- **Public Transportation Agency Safety Plan (or Agency Safety Plan)** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
- **Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard
- **Risk mitigation** means a method or methods to eliminate or reduce the effects of hazards.
- **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

- **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
- **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
- **Safety performance target** means a performance target related to safety management activities.
- **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- **Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of it s safety risks.
- **Safety Risk Management** means process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigation safety risk.
- **Serious injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers toes or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second-or third-degree burns, or any burns affecting more than 5 percent of the body surface.
- **Transit agency** means an operator of public transportation system.
- **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operation, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.SC. 5326 and 49 CFR Part 625.

X. Appendix

A. Amarillo City Transit opt Out Letter

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

March 22, 2019

I, Marita Wellage-Reiley confirm that I am the Accountable Executive for Amarillo City Transit.

My agency will meet the Public Transportation Agency Safety Plan (PTASP) Final Rule requirements by:

☐ Participating in the TxDOT-organized effort to develop a PTASP for my agency (Opt-in)

X Developing our own compliant PTASP outside of the TxDOT-organized effort (Opt-out)

Signed,
Marita Wellage-Reiley

Accountable Executive	Date
Amarillo City Transit Director	March 22, 2019

What is an Accountable Executive?

An Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency and control or direction over the human and capital resources needed to develop and maintain the agency's Public Transportation Agency Safety Plan. The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for the transit agency's safety performance cannot be delegated and always rests with the Accountable Executive.

Examples of Accountable Executives

The Accountable Executive could be a transit agency's chief executive; commonly the president, chief executive officer, or general manager. For municipal government agencies, the Accountable Executive could be a county executive or a mayor, the head of a city's department of transportation, the head of a city's department of public works, or a city manager.

B. City of Amarillo Safety Policy

DRAFT

City of Amarillo
Personnel Policies and Procedures

Policy Title: Safety Policy

Policy Number:

Effective Date:

Approved by: _____, City Manager
_____, Director of Human Resources

I. Purpose

The City of Amarillo intends to provide a safe and healthy work environment for our employees. The purpose of this policy is to establish a workplace culture that ensures the safety and well-being of all City of Amarillo employees

II. Scope

This policy applies to all City of Amarillo employees, interns, and volunteers. Sworn fire and police personnel will be governed by the rules of Local Government Code Chapter 143, and any meet and confer agreements as they pertain to employment practices and employment law.

III. Management Policy Statement and Safety Goals

III.1 The personal safety and health of each City of Amarillo employee is of primary importance. We believe that our employees are our most important resource and that their workplace safety is our greatest responsibility. The prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary. Management will provide appropriate training and equipment to ensure that employee safety goals are accomplished.

III.2 To be successful, the City of Amarillo safety program must embody the proper attitude toward injury and illness prevention on the part of management, supervisors, and employees. Cooperation between our employees and management in the observance of this safety policy will ensure safe working conditions, will minimize the risk of accidents, and will work to our mutual advantage. It will also assist in reducing workers' comp costs and reduce jobsite down-time, material loss and regulatory agency fines.

III.3 The City of Amarillo's safety goals are to reduce employee injuries, prevent potential hazards through consistent safety management, and ensure compliance with relevant safety and health standards. Through the attainment of these goals, the City will protect its employees and will protect the assets belonging to the citizens of Amarillo.

III.4 Management will hold managers, supervisors, and employees accountable for meeting our safety goals.

DRAFT

IV. Responsibilities

IV.1 Department Director

a. Develop policies and procedures that integrate safety with all operations.
b. Eliminate potential hazards by providing appropriate safeguards, personal protective equipment (PPE), and safe work environments.
c. Provide necessary PPE and enforce its use and care
d. Provide effective safety and heath training to all employees
e. Be familiar and comply with all applicable safety standards.
f. Review, consider for approval, and execute appropriate actions on safety policies.
g. Ensure a high level of safety performance and hold staff accountable for safe work practices.
h. Ensure that all employees have the authority to enforce the safety policy and take actions to stop unsafe practices.

IV.2 Division Manager

a. Know safety policies and work practices that apply to the division operations.
    1) Take action to confirm that all employees in your charge understand the safety rules that apply to them.
    2) Always take immediate action to correct safety rule violations. Unsafe acts or procedures will not be tolerated.
b. Prevent bad work habits from developing.
    1) Hold supervisors accountable for making daily observations of employees to ensure that they perform their work safely and continue this observation regularly once safe working habits are established.
c. Take action to correct or control hazardous conditions within your work area.
    1) If circumstances are beyond your control, remove employees until conditions are made safe.
        i) Notify the Department Director of significant observations/occurrences.
d. Promote the reporting of unsafe conditions or procedures in the workplace.
    1) Listen to employees and do not take all safety complaints serious. No job shall proceed when a question of safety remains unanswered. Seek advice from your Department Director or Risk Management, as necessary.
e. Demonstrate safe work practices through personal work habits and personal conduct. Always wear PPE in areas where PPE is required.
f. Every employee is required to be provided training on proper safety procedures to follow, including the use of additional safeguards such as machine guards and PPE immediately upon hiring.
    1) No employee shall be assigned work duties without being trained of safety protocols.
g. Investigate and analyze every accident and near miss that occurs to any of your employees or on your worksites.
h. Complete and file an incident report for all incident/accident involving your employees.
i. Conduct routine tailgate safety meetings and for all high-risk operations.
    1) Tailgate safety meetings shall occur no less than once a week.

j. Make safety suggestions and solicit safety suggestions from employees.
k. Serve on safety committees when requested.
l. Maintain an active presence at every safety meeting and participate in safety meetings.

IV.3 **Employee Responsibilities**

a. Know and adhere to all safety rules, regulations, signs, markings, and instructions. Be knowledgeable of rules and regulations that apply directly to the employee's area and the work they perform.
   1) Employees shall ask their supervisor, foreman, or safety coordinator for clarification or guidance of any rule not fully understood.
b. Disciplinary action will be taken for the following offenses:
   1) Fighting—no matter what the cause
   2) Insubordinate conduct or refusal to follow directions
   3) False statements, such as injury claims
   4) Other inappropriate behavior including, but not limited to, failure to obey safety rules.
c. Loose clothing, shorts, tank tops, and jewelry cannot be worn on worksites. Attire appropriate for your worksite (as determined by your department) is always required.
d. Proper footwear shall be worn at all jobsites. Employees shall not be permitted to work until the employee reports to work with the proper footwear.
e. Appropriate PPE shall be utilized on all jobsites.
f. Employees shall not handle chemicals unless the employee has been properly trained in the safe handling of the specific chemical.
g. Read, understand, and follow the guidelines set forth in the Safety Data Sheets (SDS) pertaining to the employee's worksite.
h. Compliance with all City of Amarillo safety and health rules and regulations is a condition of employment. Failure to follow safety rules and regulations may result in disciplinary action up to, and including, termination of employment.

V. Procedures

V.1 The health and safety of employees is both a management and personal responsibility. The City will take all appropriate steps to ensure a safe work environment, but it is up to the individual employee to follow all safety rules and policies and to take all appropriate steps to work safely. Every task should be completed with a focus on health and safety. The Cardinal Rules of Safety are of paramount importance in creating a culture of safety within the City of Amarillo and cannot be compromised. Any breach of the following rules by any employee will result in a pre-termination hearing being conducted to determine the appropriate disciplinary action to be taken, up to and including termination.

a. Failure to wear a seat belt when operating City vehicles and equipment.
b. Knowingly operating a City vehicle without a valid, applicable driver's license.
c. Willfully or intentionally circumventing or removing a safety device.
d. Willfully failing to use, or refusing to properly use, required personal protective equipment (PPE).
e. Distracted driving/texting while driving.
f. Knowingly putting yourself, another employee, or any other person in imminent

danger or knowingly failing to protect the safety of the public.

g. Failure to report an on-the-job injury (OJI), accident/incident, or failure to cooperate and be truthful in a safety investigation.

h. Willfully or intentionally failing to enforce or follow safety policies and rules.

VI. Housekeeping

VI.1 Materials shall be kept in neat stockpiles for easy, safe access. Aisles shall be kept clear of loose materials, tools, cords, and waste.

VI.2 Remove waste from worksites on a frequent basis and dispose of it in a suitable manner.

VI.3 Remember that nothing should be stored in the path of employees or the public.

VII. Tools

VII.1 Every tool is designed for a certain job and should only be used for that purpose.

VII.2 Keep tools in a well-maintained fashion. Worn tools are dangerous and should be tagged and removed from service.

VII.3 Do not force tools beyond their capacity or use cheaters to increase leverage.

VII.4 Do not use power tools unless and until you have been properly trained to do so.

VII.5 Before using power tools, examine them for damaged parts, loose fittings, frayed or cut electrical cords. Tag and remove defective tools from service.

VII.6 Do not use tools with improper or damaged guards, or with guards removed.

VII.7 The removal of safety guards is prohibited and may result in discipline up to and including termination.

VIII. Electrical Safety

VIII.1 Department Heads will ensure that departments have a comprehensive safety policy describing their work with electrical equipment.

VIII.2 Department Heads will ensure that employees tasked with working with electricity are properly trained and equipped.

VIII.3 Only qualified workers shall be allowed to perform electrical work.

VIII.4 Examine all cords prior to use. Cords which are frayed, worn, or contain exposed wires shall not be used and shall be removed from service immediately.

VIII.5 All cords should be of the three-wire type and designed for the intended use.

VIII.6 Cords shall be kept clear of walkways and other locations where they may be subject to damage or present a tripping hazard.

VIII.7 All electric work shall conform to the requirements of the current NEC and NFPA standards at the time of the work.

IX. Lockout/Tagout

IX.1 Departments that work with hazardous energy shall develop a lockout/tag out policy and training that conforms to OSHA 1910.147.

IX.2 Employees shall not enter hazardous energy areas without properly locking and tagging the equipment.

IX.3 Never operate tagged out equipment.

IX.4 Place your lock personally; never have someone else do it for you.

IX.5 Do not remove someone else's tag.

IX.6 All locks and tags will be labeled to identify their owner.

X. Trench and Confined Space Entry

X.1 Department Heads will ensure that all employees tasked with entering trenches and confined space are properly trained and equipped.
X.2 Department Heads of departments that enter trenches and confined spaces will ensure they have policies in place that align with current OSHA standards.
X.3 Employees will not enter trenches or confined spaces until all safety measures have been implemented.
X.4 Trenches deeper than 5 feet will be shored before personnel enter.
X.5 A competent person will be designated and on site before personnel enter trenches or confined spaces.
X.6 Training will be provided annually for personnel tasked with entering trenches and/or confined spaces.

XI. Material Handling, Storage, and Disposal

XI.1 Material Handling

a. Know the weight of objects being handled and stay within your abilities. If the object is too heavy or bulky get help or use available equipment.
b. Ensure you have a safe path of travel while moving objects.
c. Establish firm footing, keep your back straight and use a proper lifting technique. Lift gradually, and do not jerk or twist.

XI.2 Storage

a. Store materials so as not to block exits, aisles and passageways, and access to fire extinguishers and electrical panels.
b. Stacked materials should be secured to prevent sliding, falling, and collapse.
c. Materials stored inside shall not be placed within two (2) feet of the ceiling and shall not impede sprinkler operation.
d. Utility closets shall not be used as storage areas.
e. Flammable materials shall be stored in accordance with local code and the most current NFPA standards.

XI.3 Disposal

a. Hazardous Materials shall be disposed of according to manufacturer's recommendations.
b. Contact Industrial Waste at (806) 342-1556 or Solid Waste at (806) 378-6813 with questions concerning disposal.

XII.1 Hot work must be conducted in accordance with City policy, NFPA 51B, and ANSI Z49.1.
XII.2 Only properly trained and qualified employees will conduct hot work (cutting, welding, soldering, and brazing).
XII.3 Department head will ensure employee is properly trained and qualified before assigning hot work to an employee.
XII.4 Department head or Facilities Director will issue a hot work permit before allowing hot work to be initiated on City property and/or equipment. This includes hot work conducted by contractors on City property and/or equipment.
XII.5 Ensure that an appropriate fire extinguisher is readily available.
XII.6 Department head will provide for the retention of the hot work permit in accordance with the City of Amarillo retention policy.

XIII. Stairways and Ladders

XIII.1 Stairways

a. Stairways shall be kept clean and free from hazards
b. Employees should use the handrail while ascending and descending stairs.

XIII.2 Ladders

a. Inspect ladders before and after each use.
b. Remove unsafe ladders from service and do not use.
c. Ensure that you are using the proper ladder and that it is designed to support the weight you will be placing on it.
d. Ladders used to access upper floors or platforms shall extend three feet above the upper landing surface.
e. When in position, ladders should be securely tied at the top to prevent slipping or should be held in place by a fellow employee.
f. The area around the tip and base of the ladder should be kept clear at all times.
g. Always face a ladder when ascending or descending and maintain at least three points of contact with the ladder at all time.
h. Make sure ladder is free from mud, ice, snow etc. before using.
i. Do not use ladders in a horizontal position or as scaffold.
j. Ladders shall only be used for the purpose for which they were designed.

XIII.3 Step Ladders

a. Do not use ladders in the folded position as a straight ladder. Ensure the legs are open and locked in place.
b. Do not stand on the top two steps of a step ladder.

XIV. Motor Vehicle Safety

XIV.1 Seat belts shall be worn at all times by City employees operating or riding on vehicle or equipment.
XIV.2 Cell phones shall not be used while driving City vehicles an equipment unless they can be used in a hands-free (Bluetooth, etc.) manner. (AFD, APD exempt when used for official business).
XIV.3 Vehicles used to transport employees should have a proper number of seats and belts for the

number of employees carried. Employees shall not ride in or on fenders, running boards, truck beds, or any other piece of equipment not meant for human occupancy.

XIV.4 Horns and back-up alarms shall be functional on all City equipment.

XIV.5 Backing should be avoided when possible. If equipment must be backed, use of a spotter is required when a spotter is available. If a spotter is not available, vehicle and equipment operators must back slowly with an abundance of caution.

XIV.6 Parked City vehicles will utilize the "orange flag" system to ensure situational awareness for the operator. One orange flag will be placed on the front, driver's side of the vehicle and another orange flag will be placed on the rear, passenger side of the vehicle. The operator must do a 360° walk-around to retrieve the flags before operating the vehicle.

XIV.7 Operators of City vehicles and equipment are responsible for the safe operation of their vehicles at all times.

XV. Safety and Health Training

XV.1 City of Amarillo employees will receive safety and health training in accordance with the job tasks they are allowed/required to perform and for the hazards they may encounter.

XV.2 Toolbox/Tailgate, or 5-10-minute safety meetings will be held by Superintendents/Forepersons before beginning hazardous work such as trench entry, confined space entry, work in roadway work zones, or other tasks that have a high degree of risk.

XV.3 The subject of each training talk should be documented and recorded by the Department Head or designee. A log of toolbox/tailgate safety talks shall be kept by each crew foreperson.

XVI. Policy Enforcement

XVI.1 Failure to adhere to the requirements of this policy will be considered insubordination and a violation of a departmental rule and will be subject to disciplinary action up to, and including, termination.

XVII. Exception

XVII.1 The City Manager reserves the right to void, modify, override, and/or supplement this policy at any time for any reason based upon federal, state, or local law or on the needs of the City.

SAFETY

Safety Incident Investigation Report Policy

This document provides a guideline for reporting, deadlines, and routing for the required forms.

1. For supervisors: Risk Management report forms including the Supervisor's Injury Report, Supervisor's Collision Report, and General Incident/Property Damage Report will continue to be the initial claim documentation for any incident that results or could result in property damage or injury and shall be completed by the department or division director. There will be no change to the existing process for these forms. The purpose of these forms is to quickly communicate to Risk Management about a claim. The above listed forms require completion within one business day of the incident and then forwarded for signatures. A copy of injury reports will go to HR for leave purposes. The original completed form will continue to reside in Risk Management. In the event of a near-miss, complete the Incident Investigation Form, paragraph 2 on this page, and check the Near Miss box. (Police will continue to use the CR-3 Crash Report as their primary documentation of Police Department vehicle collisions.)

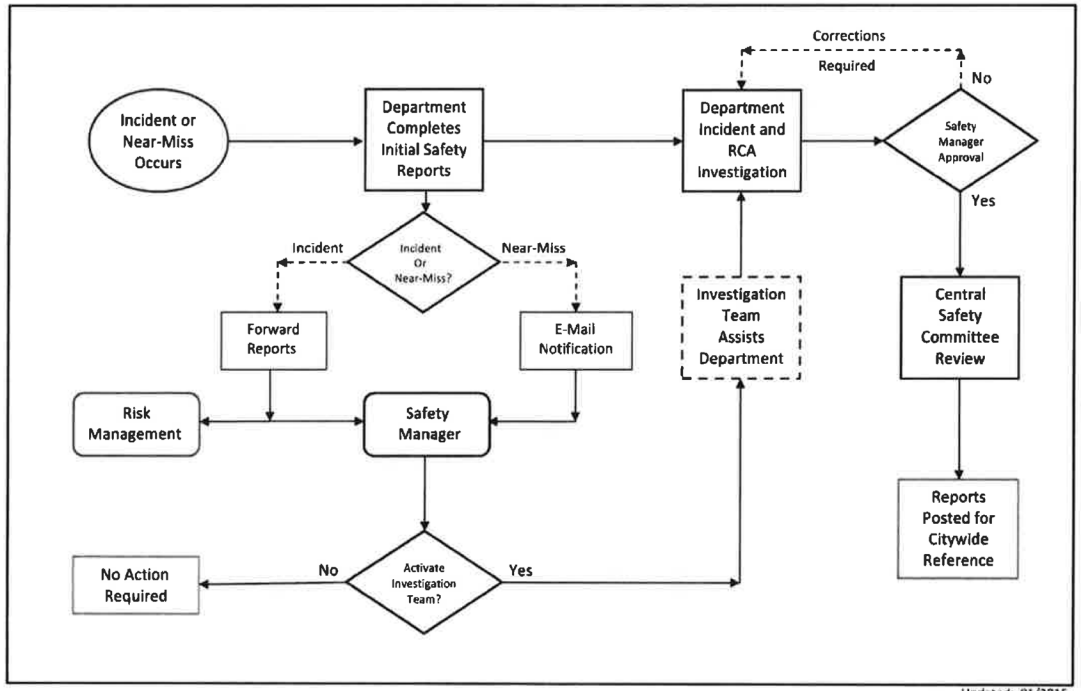
2. Departments and the Incident Investigation Team: Incident Investigation and Root Cause Analysis forms will be completed within two weeks of the date of the incident or near-miss. These new forms will guide the department through the process in analyzing the incident to identify the contributing factors to the incident and to determine root causes. By identifying root causes, the department can address changes to eliminate the hazard. The Incident Investigation Team will meet with each department to review, investigate, and help finalize the reports. The reports will then be forwarded to the Department Head, Division Director and then to Safety. The results are then communicated to the Central Safety Committee to ensure City-wide distribution of the lessons learned and recommendations for training and policy changes. Safety will maintain the official copy of the final reports.

3. Division Directors, Department Heads and Safety; When needed: Safety will review the Incident Investigation form and a summary of the employee's history of incidents provided by Risk Management. Safety will then determine if a Personal Safety Action Plan (PSAP) for the involved employee is recommended. The basis for identifying employees with multiple incidents is an employee being the subject of three or more incident reports in a four year period, or a single incident that causes or contributes to major damage, death or injury. PSAP is a positive reinforcement tool for initiating a safety improvement process by requiring the Supervisor to collaborate with the employee to complete a plan to reduce the reoccurrence of incidents. Repeated safety incidents during or shortly after a PSAP may result in termination, transfer, or another PSAP if good cause for such is shown.

We appreciate everyone's cooperation through this process. If you need assistance at any time for issues surrounding item 1 above, please contact Maria Gibbs in Risk Management at 378-9310. For assistance for item 2 or 3, please contact Charlie Sanchez, Safety Manager at 378-6890.

CITY OF AMARILLO

Safety Incident Reporting Flowchart



C. Employee Safety and Performance Expectations

ALL TRANSIT EMPLOYEES ARE GIVEN THE EMPLOYEE SAFETY AND PERFORMANCE EXPECTATIONS HANDBOOK ON THE FIRST DAY OF TRAINING.

SAFETY MANAGEMENT SYSTEM (SMS) POLICY STATEMENT

Policy

Amarillo City Transit (ACT) Management's commitment to safety is the number one most important safety practice. Our Mission is to provide Safe, Reliable and Cost-Effective Public Transportation service valued by users, non-users and community leaders.

The management of safety is central to the service we deliver to the community. ACT commits to a continuous improvement process aimed at achieving the highest level of safety performance.

ACT is committed to developing, implementing, maintaining, and constantly improving how we deliver safe public transportation services for our customers, employees and the community. All levels of management and all employees are accountable for the delivery of this highest level of safety performance, starting with the Transit Director.

The Amarillo City Transit Director commits to:

- Support the management of safety through the allocation of resources, fostering safe practices, encouraging employee safety reporting and communication, and actively manage safety with the attention to results.
- Instill a culture that makes safe practices the primary responsibilities of all supervisors and staff.
- Clearly define for all ACT employees their responsibility for the organization's safety performance and their role in our safety management system.
- Establish and maintain policies, procedures and practices to identify hazards and safety risks in order to eliminate or mitigate the risk.
- Ensure that all staff members are provided with adequate and appropriate safety-related information and training, are competent in safety management practices, and are assigned tasks commensurate with their skills.
- Monitor and measure our safety performance against realistic and data-driven safety performance indicators and safety performance targets; and
- Continually improve our safety performance through management processes that ensure that appropriate safety management action is taken and is effective.

The Accountable Executive of the Transit Department is the Transit Director, Marita Wellage-Reiley who is responsible for carrying out ACT's Public Transportation Agency Safety Plan.

Employee Reporting System

The ACT SMS requires proactive reporting of safety hazards or safety concerns. It is the responsibility the of all employees to be proactive in reporting safety issues. The City of Amarillo requires the Director ensure that all employees have the authority to enforce the safety policy and take actions to stop unsafe practices.

Under no circumstance are employees retaliated against for the act of reporting safety related information. For example, if an employee runs a red light, they are to report it to their Supervisor or the CSO who will pull the video and go over it with them. They are coached to understand how to avoid red light violations in the future. There is an incentive for employees to be forthright because failure to report may subject them to discipline. Employees who report others are not subject to any negative

consequences or retribution. Employees who would engage in retribution could however be subject to discipline for engaging in this conduct considered to be harassment (Appendix D Employee Safety and Performance Expectations).

The ACT SMS contains both proactive and reactive means of reporting safety hazards, unsafe behaviors, and near-miss events. The information derived from proactive reports can provide significant insights into potential risk(s) and furthermore, allows for the continuous improvement of ACT's SMS. While post-event accident, incident or occurrence investigations reveal information about safety hazards, we cannot rely solely on reactive data to expose risk.

When an employee becomes aware of a hazard or near-miss, they are encouraged to submit a report or notify a supervisor or management as soon as possible and within eight (8) business hours or at end of shift. Reports may be submitted anonymously by putting a paper copy into any supervisor's mail slot. Reports may also be sent via email transitsafety@amarillo.gov. Hazard Identification Forms are available next to Bus Operator and Maintenance staff mail slots. ACT has used Safe*Start*™ forms in the past but will be using an internal form in the future. Samples of both are included in Appendix E.

ACT is a small operation and employees are empowered to speak their mind about safety and other matters. They usually choose to speak directly to the Operation Supervisor or CSO and when they are not available to the Assistant Director or Director. Employees take pride in identifying safety issues. Supervisors or management then fill out a report and take required action or direct the report to the proper staff to address the issue. Feedback is provided by the person taking the report or the CSO. Appendix F provides recent examples of a response to hazard identification.

Most responses are provided within 24 hours. Anonymous reports may be responded to with a posting on the safety bulletin board if appropriate. Employees are encouraged to provide their name since ability to provide follow-up communication is otherwise limited.

Employees may also use the City of Amarillo Safety Hazards—**Find It, Fix It Form** contained in Appendix **B.**

D. Hazard ID Forms

E. Hazard Response Examples

F. Safety Meeting Agenda

G. Pre/Post Trip Inspection Form

H. Daily Vehicle Roster

I. Security/Facility Inspection Checklist and Quarterly Workplace Audit

J. ACT Risk Register Sample

K. Continuum of Operations Plan (COOP) and Weather Response Plans

L. Job Safety Analysis Samples

M. Bus Stop Review Summary

N. Supervisor Accident Forms and Procedures

O. Incident and Accident Investigation Training and Employee Rights and Responsibilities under the OSHA Act 1970

P. TAPCO Bus Operator Development Course and Garage Safety Training

Q. Zero Accident Attitude Communications

AGENDA ITEM NO. **2KK**

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Transportation Systems
Department	Amarillo City Transit (ACT)		
Contact	Christopher Quigley, Transit Director		

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 12-13-22-2

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

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.

Requested Action

Request Council Consider Adoption of the required updated Title VI Compliance Program to be forwarded to the Federal Transit Administration for review and sign-off, as is required every three years.

Funding Summary

No funding is required beyond ACT current budget but failure to adopt would jeopardize Federal and State funding to support local transit service.

Community Engagement Summary

The Title VI Compliance Program describes specific ACT outreach efforts and demonstrates its commitment to insure equal access to services for all citizens of Amarillo.

Staff Recommendation

Staff recommends approval of the Title VI Compliance Program to the Federal Transit Administration.

12/3/2019-mvn _____

RESOLUTION NO. 12-13-22-2

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 EFFECTIVE DATE.

WHEREAS, on December 17, 2019, 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 the FTA for review and approval by those agencies for their representatives prior to final implementation:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS 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 the 13th day of December, 2022.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

_____
Bryan S. McWilliams, City Attorney



Title VI Program

For 5307 Assistance Programs

December 1st, 2022

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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, Christopher Quigley, 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).

_____ _____

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 City of Amarillo (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. Amarillo City Transit (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 I** 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 – Title VI. This program is also posted 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**). ACT advertises in the in public areas at ACT's main office, at the Downtown Transfer Station, and all ACT service vehicles.ACT also advertises through known organizations and non-profits in Amarillo which can share ACT information directly with their clients.

Document Translation

Amarillo has two LEP populations within ACT's service area that meet the Safe Harbor threshold. As required by FTA – vital documents are offered in three languages – English, Spanish and Vietnamese. The Transit Department's webpage found at www.amarillotransit.com allows the user to change the language featured on the page. ACT has translated vital documents by bidding out translation labor to a professional translation services. The service presents a certificate of translation when submitting the documents to ACT for approval and payment. The local language services able to translate and interpret for ACT are listed in and Attachement F.

All translated documents are in **Attachment B** in English, **Attachment C** in Spanish and **Attachment D** in Vietnamese 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, www.amarillotransit.com, in public areas at ACT's office located at 801 SE 23rd Street, and posted within ACT buses.

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 submitted through writing, by phone, or in person. These are filed with the Transit Director, Christopher Quigley, contacted at 806-378-6842, (TTY 806-372-6234), emailed at Chris.quigley@amarillo.gov or at the administrative offices located at 801 SE 23rd Street, Amarillo, Texas 79105. These must be filed within one hundred-eighty (180) days of the alleged discriminatory occurrence.

Title VI information is available in English, Spanish, Vietnamese. Other languages are available upon request.

Civil Rights 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 an ADA or Title VI complaint by completing and submitting ACT's Civil Rights Complaint Form, included in **Attachment B** in English, **Attachment C** in Spanish and **Attachment D** in Vietnamese. Title VI complaints must be filed within 180 business days and ADA complaints 90 business days of the date of the alleged discrimination. The complaint form and procedure to file a complaint are available on the COA website at www.amarillotransit.com.

The complaint must contain, at a minimum, 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: Assistant City Manager

If the response from the Assistant 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 the Federal Transit Administration:

Submit written appeals to:

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

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 five years.

Promoting Inclusive Public Participation

ACT routinely shares transit information and schedules meetings with organizations that represent cross sections of people in Amarillo. Some of these organizations include: Catholic Family Services (Refugee Services Division), Division for Rehabilitative Services (DHS), Texas Panhandle Centers (TPC), Haven House (DWC) Area Agency on Aging (AAA), Panhandle Independent Living Center (PILC), the Amarillo Advisory Commission for People with Disabilities (ACPD). ACT also communicates with the Amarillo Chamber of Commerce, the Amarillo Black Chamber of Commerce and the Amarillo Hispanic Chamber of Commerce.

Through these relationships and interactions, ACT can promote, inform, and connect service information, events and updates to individuals more easily than through other means. ACT meets with these organizations to offer information, individual and group travel training, trip planning support, transportation advice, and answers to specific travel questions. ACT also makes efforts to attend organizational resource fairs, minority neiborhood events, school events, and relevant conferences. Please see **Attachment G** for a list and overview of ACT's Public Participation.

ACT has been actively getting input and participation from Amarillo College and the Texas Tech School of Veterinary medicine. Both of these Schools have a large minority populations. See the linked Amarillo College data. Amarillo College | Data USA. ACT is

looking to strengthen ties with schools, students, and school organizations to better serve these populations. ACT is in a contract to offer free fare to AC students. This was extended due to covid. ACT announces specific public participation requests, service changes and updates to any effected organizations and public. See **Attachment G** for ACT public and organizational participation.
ACT posts all public meeting notices and public hearing notices in all revenue vehicles, in public ACT areas, and through local orgnizations. ACT also posts these on the ACT website attached here: www.amarillotransit.com.

ACT coordinates with other transportation providers throughout the Texas Panhandle at the Panhandle Regional Orgainzation to Maximize Public Transportation (PROMPT) 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. Please see descriptions of ACT's Public Participation and organizational outreach in **Attachment G.**

The Transit Director, Christopher Quigley, can be contacted at 806-378-6842, (TTY 806-372-6234), and emailed at Chris.quigley@amarillo.gov for information herein. Contact the Transit Planner, Julia Miller, by phone at (806) 378 - 6923, or emailed at julia.miller@amarillo.gov for any question on public participation or any of the following title VI information. ACT can also be reached at the administrative offices located at 801 SE 23rd Ave, Amarillo, Texas 79105.

Meaningful Access to LEP Persons

Factor #1.

Assess the number and proportion of (LEP) persons served or encountered in the eligible service population:

Under the Safe Harbor Provision, ACT will provide "written translation of vital documents for each eligible LEP language group that constitutes 5% or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered". Using data (below) from the American Community Survey 2021-2022, Amarillo has a population which speaks English less than "very well" at 9 percent of the total Amarillo Population. There are two languages which have above 1,000 person LEP populations threshold: Spanish and Vietnamese. Additionally, there are two classes of language which meet this: Other Asian and Pacific Island languages, and Other and Unspecified Languages. All of these groups have larger than 1,000 persons. Since the Other Asian and Pacific Island languages and Other and Unspecified Languages groups not specified to reveal specific languages; ACT will only translate vital documents into English, Spanish, and Vietnamese. ACT will translate all other documents into other languages upon request. See the following demographic data.

LANGUAGE SPOKEN AT HOME FOR THE POPULATION 5 YEARS AND OVER: 2020-2025	Amarillo city, Texas	
Label	Estimated Population	Percentage
Speak only English	139,516	75.8%
Spanish:	33,598	18.3%
Speak English "very well"	22,500	12.2%
Speak English less than "very well"	11,098	6.0%
French, Haitian, or Cajun:	226	0.1%
Speak English "very well"	215	0.1%
Speak English less than "very well"	11	0.0%
German or other West Germanic languages:	312	0.2%
Speak English "very well"	263	0.1%
Speak English less than "very well"	49	0.0%
Russian, Polish, or other Slavic languages:	235	0.1%
Speak English "very well"	137	0.1%
Speak English less than "very well"	98	0.1%
Other Indo-European languages:	1,193	0.6%
Speak English "very well"	685	0.4%
Speak English less than "very well"	508	0.3%
Korean:	192	0.1%
Speak English "very well"	47	0.0%
Speak English less than "very well"	145	0.1%
Chinese (incl. Mandarin, Cantonese):	140	0.1%
Speak English "very well"	118	0.1%
Speak English less than "very well"	22	0.0%
Vietnamese:	1,505	0.8%
Speak English "very well"	415	0.2%
Speak English less than "very well"	1,090	0.6%
Tagalog (incl. Filipino):	440	0.2%
Speak English "very well"	252	0.1%
Speak English less than "very well"	188	0.1%
Other Asian and Pacific Island languages:	3,728	2.0%
Speak English "very well"	1,514	0.8%
Speak English less than "very well"	2,214	1.2%
Arabic:	581	0.3%
Speak English "very well"	341	0.2%
Speak English less than "very well"	240	0.1%
Other and unspecified languages:	2,347	1.3%
Speak English "very well"	1,284	0.7%
Speak English less than "very well"	1,063	0.6%
Total 'Speak English less than very well'	16726	9%
Total:	184,013	

LEP persons interact with ACT and are able to use Amarillo City Transit's Fixed Route system, our ACT - Connect, and any other services we offer. Drivers are willing and able to help and direct an LEP person. LEP persons can buy tickets and request transit information inside the public transportation vehicle, at ACT's office, or at Amarillo city hall. During this process, if a barrier in communication is persistant, ACT staff will contact an Interpretation Service listed in **Attachment F**.

An LEP person can request for translation or interpretation at any point during this. Other opportunities for interaction include: public meetings ACT - Connect interviews, utilizing the ACT website, requesting an origin-to-destination training ride, communication through mail, and finally, over the phone. The Transit Department's webpage found at www.amarillo.gov allows the user to change the language featured on the page. ACT staff will contact Translation and interpretation Services listed in **Attachments E and F** as soon as need rises.

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 both our fixed route service and our ACT – Connect service. All staff receives diversity training and can assist passengers with daily their transportation needs ranging from ticket purchases, transfer points, public meetings, and complaints.

To determine the frequency that LEP persons encounter ACT's services and the language types- a survey is given to all willing ACT staff who speaks another language to survey how often and what languages they encounter. This is given every 3 months. From these surveys, ACT has found that most ACT drivers encounter an LEP individual rarely to often every 3 months. The most often questions are in regard to the time, booking a ride, directions, and fares. Much of this translation assistance has been for dispatch and over the phone assistance, but ACT is always equipped for language requests.

ACT is a very small system (less than 70 total employees) and maintains open lines of communication with customers and staff members for any comments or issues that arise. If an ACT operator or staff is unable to communicate with a passenger there are qualified bilingual staff and legitimate translation/interpretation services available to provide the best possible customer service to our passengers. These are listed in **Attachments E and F**.

Factor #3.

The nature and importance of the program, activity, or service provided by the program to people's lives

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 priority to continue to redevelop our system to provide reliable, diverse, and effective service. ACT

Administration bases this off surveys, customer and driver feedback, demographic analysis, city travel knowledge, and ACT goals into the future.

As required by FTA – all vital documents are offered in Three languages – English, Spanish and Vietnamese. In order to provide meaningful access, ACT has bilingual staff, documents in Spanish and Vietnamese with other languages available upon request. ACT will call one of our contacts, listed in **Attachments E and F,** to assist a person, fullfill requests and offer language assistance.

ACT provides importance to the community by keeping communication active and rolling between ACT, Amarillo's community service agencies, and the public. This working relationship provides an opportunity for ACT's staff to quickly react as trends change in order to provide information and assistance based on the changing needs of the community.

Factor #4.

The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach

The ACT Transit Director is responsible for coordinating language access programs throughout the public transportation operation.

Transit Director
806-378-6842
chris.quigley@amarillo.gov

The COA will provide additionally translated information upon request. The COA – ACT is willing to absorb costs associated with translation, interpretation, and accommodation to LEP persons. These costs are overviewed below.

The COA - ACT has many resources available to assist LEP persons. ACT is addiment is assisting and directing persons where they need. The COA has staff that speaks the following languages Spanish, Bosnian, Chinese, Taiwanese, Laotian, Vietnamese, American Sign Language, Croatian, and Serbian. 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.

ACT gets help from local organizations, listed in **Attachment F**, to be put in contact with LEP individuals needing assistance or trainings. It is not abnormal for LEP individuals to reach out to ACT through their own interpretation service. These trainings happen at least once monthly, and assist LEP individuals or groups navigating ACT. The cost associated with this depends on whether we provide the interpreter. The cost of an interpreter is approximately 80 dollars/hour.

ACT's website, found at http://www.amarillotransit.com, has information and documents in Spanish and Vietnamese with a language translation tool for public use. See **Attachments A, B, C, and D** for Title VI documents (the announcement and complaint forms). ACT has recently adjusted its public schedule and maps as well as ACT Connect, guides, applications, and information; and is currently in the process of translating these documents. For translation of documents, the average cost of one page translated is approximately 80 dollars/page through services listed in **Attachment F.** These costs are nominal in weighing the benefit they provide to the Amarillo community.

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

The number and proportion of LEP individuals in the Amarillo City limits is analyzed below.

LANGUAGE SPOKEN AT HOME FOR THE POPULATION 5 YEARS AND OVER: 2020-2025	Amarillo city, Texas	
Label	Estimate	Percentage
Total:	184,013	
Speak only English	139,516	75.8%
Spanish:	33,598	18.3%
Speak English "very well"	22,500	12.2%
Speak English less than "very well"	11,098	6.0%
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Speak English "very well"	263	0.1%
Speak English less than "very well"	49	0.0%
Russian, Polish, or other Slavic languages:	235	0.1%
Speak English "very well"	137	0.1%
Speak English less than "very well"	98	0.1%
Other Indo-European languages:	1,193	0.6%
Speak English "very well"	685	0.4%
Speak English less than "very well"	508	0.3%
Korean:	192	0.1%
Speak English "very well"	47	0.0%
Speak English less than "very well"	145	0.1%
Chinese (incl. Mandarin, Cantonese):	140	0.1%
Speak English "very well"	118	0.1%
Speak English less than "very well"	22	0.0%
Vietnamese:	1,505	0.8%
Speak English "very well"	415	0.2%
Speak English less than "very well"	1,090	0.6%
Tagalog (incl. Filipino):	440	0.2%
Speak English "very well"	252	0.1%
Speak English less than "very well"	188	0.1%
Other Asian and Pacific Island languages:	3,728	2.0%
Speak English "very well"	1,514	0.8%
Speak English less than "very well"	2,214	1.2%
Arabic:	581	0.3%
Speak English "very well"	341	0.2%
Speak English less than "very well"	240	0.1%
Other and unspecified languages:	2,347	1.3%
Speak English "very well"	1,284	0.7%
Speak English less than "very well"	1,063	0.6%

Using data from the American Community Survey 2020-2025, Amarillo has a LEP population at percent of the total Amarillo Population. There are no population percentages which exceed this.
Under the Safe Harbor Provision, ACT will provide "written translation of vital documents for each eligible LEP language group that constitutes 5% or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations" Spanish and Asian and Pacific Island languages have a LEP group total larger than 1,000 persons. Since the Asian and Pacific Island languages group is organized to be not reveal specific languages used and the proportion therein; ACT will translate all vital documents into Spanish and into any other languages upon request.

As required by FTA – all vital documents are offered in three languages – English, Spanish and Vietnamese. The Transit Department's webpage found at www.amarillotransit.com allows the user to change the language featured on the page.

Frequency with Which LEP Individuals Come Into Contact with your Programs, Activities and Services

ACT staff encounters LEP persons on regular bases through through both our fixed route service and our ACT – Connect service. All staff receives diversity training and can assist passengers with daily their transportation needs ranging from ticket purchases, transfer points, public meetings, and complaints. ACT is a very small system (less than 70 total employees) and maintains open lines of communication with customers and staff members alike.

To determine the frequency that LEP persons encounter ACT's services and the language types- a survey is given to all willing ACT staff who speaks another language to survey how often and what languages they encounter. This is given every 3 months. From these surveys, ACT has found that most ACT drivers encounter an LEP individual rarely to often every 3 months. The most often questions are regarding the time, booking a ride, directions, and fares. Much of this translation assistance has been for dispatch and over the phone assistance, but ACT is always equipped for language requests.

In the event that an ACT operator or staff is unable to communicate with a passenger, ACT will contact an individual or service listed in **Attachement F or G.** This allows an inclusive and timely experience 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 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. To determine the frequency that LEP persons encounter ACT's services and the language types; a survey is given to all willing ACT staff who speaks another language to survey how often and what languages they encounter. This is given every 3 months.
From these surveys, ACT has found that most ACT drivers encounter an LEP individual rarely to often every 3 months. The most often questions are regarding the time, booking a ride, directions, and fares. Much of this translation assistance has been for dispatch and over the phone assistance, but ACT is always equipped for language requests. This is all included and updated every 3 years in the Language Access Plan.

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 two woman and three men - one African American male, two Caucasian males, and two Caucasian females. Three of the five members have a disability and 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.

	Caucasian	Latino	African American	Native American	Asian American
Amarillo Population	53.5%	33.2%	8.6%	1.6%	4.7%
ACPD Demographics	80%	0%	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

ACT has determined a site location for a new Transfer Terminal. ACT is in the process of building a new transfer station. The following this Determination of Site information taken from the Resolution:

Since the top three sites are on two or more different parcels, the new Amarillo City Transit Multimodal Transit Facility must meet several important criteria:

- Environmental Conditions;
- Surrounding Land Use;
- Utility Availability and Drainage Ease;
- Historical Significance; and
- Site Equity Analysis

City of Amarillo/ Amarillo City Transit studied potential locations and reviewed available properties that would have the adequate space for the facility and have the least impact on residential neighborhoods. The desired location would be in or near the Downtown Urban Design area. The City of Amarillo/ Amarillo City Transit analyzed to accommodate Greyhound and Panhandle Transit.
All other city land was either too small or too far away to be desirable.
No neighborhood in the City of Amarillo was disqualified from the selection process. Race, color, and national origin of residents were not considered during the identification or evaluation of potential sites. See **Attachment H** for the ACT Equity Analysis.

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 eleven fixed routes and ACT-Connect – an origin-to-destination service for people with disabilities that prevents them from riding an accessible fixed route bus. The Service Standards apply to 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 up to two carry-on bags per person. This enables safe loading and unloading with the ability to accommodate as many passengers as possible.

Below, you will find a table that illustrates the average passenger capacity of each vehicle. ACT's rolling stock fleet consists of six 35' Gillig buses, eleven 23' Champion vans, seven 27' and five 32' Champion Defender cutaways, one 23' van, and six 35' Gillig buses. All buses except for the Gillig buses have two forward facing wheelchair securement areas and most are equipped with perimeter seating, with exception of the 23' vans, which has all forward-facing seats. The six Gillig buses have three forward facing wheelchair securement areas and have perimeter seating in the front and forward-facing seats in the back.

Average Passenger Capacities			
Vehicle Type	**Seated**	**Standing**	**Total**
8400 Series 27' Bus	14	7	21
8870 & 9000 Series 23' Van	14	0	14
8800 Gillig Bus	30	6	36

Vehicle Headways

ACT has 11 fixed routes, 2 of which are deviated fixed routes, and 4 of which are combined and/or alternated. Therefore, there are only 9 buses being operated for 11 routes. This enables 16 driver assainments. There are 10 ACT-Connect assignments with varying extra-board driving assignments. ACT does not change the number of vehicles operating during peak or off-peak periods. Currently, due to a staff and driver shortage, ACT is operating on a Saturday schedule and combines and alternates 4 routes when nessecary.

All routes operate from approximately 6:20 am until 7:00 pm Monday thru Friday and 6:20 am to 6:30 pm on Saturdays. No other public transportation modes within Amarillo, peak, off peak after hours or Sunday service, is available.

The table on the following page illustrates headway and distance for each route.

Route	Weekday	Weekend	Route Distance
11	45 minutes	45 minutes	14.7 miles
12	1 hour	1 hour	14.6 miles
13	45 minutes	45 minutes	n/a
21	45 minutes	45 minutes	6.5
22	45 Minutes	45 Minutes	8 miles
23	45 Minutes	45 Minutes	11.4 miles
30	45 minutes	45 minutes	n/a
31	45 minutes	45 minutes	11.7 miles
41	1 hour	1 hour	12.5 miles
42	1 hour	1 hour	12.8 miles
43	45 minutes	45 minutes	24 miles
44	45 minutes	45 minutes	18.9 miles

ACT has timed transfers every 45 minutes or on the hour and a half. 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., 2:30p.m., 4:00 p.m. and 5:30 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.

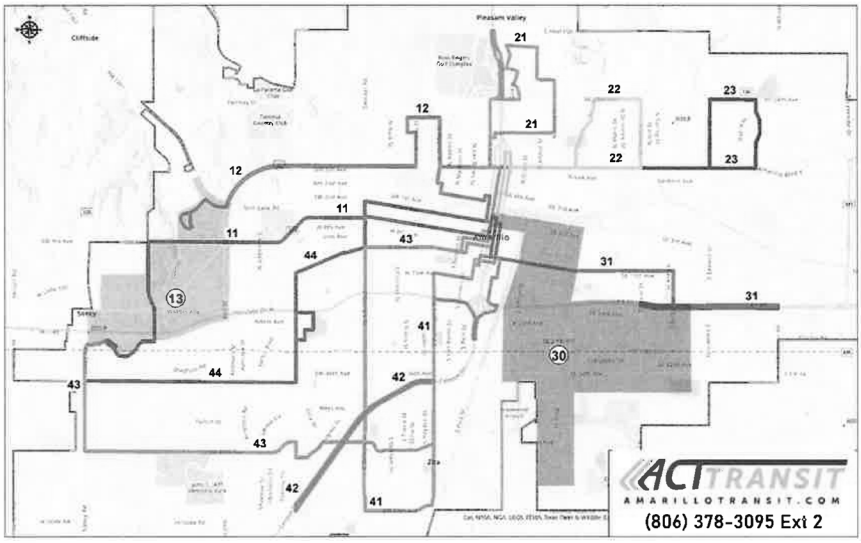
Public transportation services are operated Monday through Friday from 6:20 am until 7:00 pm and 6:20 am to 6:30 pm on Saturdays. No service is provided on Sunday, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. ACT operates on a Saturday schedule for Martin Luther 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 also located at our website: www.amarillotransit.com .



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, assessability, 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. We also provide live bus location tracking through our OneRide App which is linked to here: Map - PRPC Transit (wtamu.edu) .

(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, there are 11 locations with benches or shelters that have waste receptacles.

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 5 full-time utility workers who clean the interior and exterior of all vehicles, fuel, and park them each evening. ACT also employs 5 mechanics who service and maintain the vehicles.

ACT has 28 revenue fleet vehicles - 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 Friday and 6:20 am to 6:30 pm on Saturdays.

Attachment A – Title VI Notice



Title VI Notice
The City of Amarillo, Texas
Amarillo City Transit (ACT)

The City of Amarillo operates its 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 they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Amarillo. The City of Amarillo - Amarillo City Transit hereby certifies that, as a condition of receiving Federal financial assistance, it will ensure that: No person on the basis of race, color, or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.

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 Assistant 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: Federal Transit Administration, Office of Civil Rights, Attention: Complaint Team, East Building, 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590.

Limited English Proficiency

If information is needed in another language, contact 806-378-6842. This information is available free of any charge. You will also find Title VI information in other languages at www.amarillo.gov. Amarillo City Transit has a limited English Proficiency Plan where Amarillo City Transits information in other languages is made available at no cost. Should you desire this information, you may contact Christopher Quigley at (806) 378-6842 or chris.quigley@amarillo.gov.

Si requiere que se le proporcione información en un idioma distinto al inglés, contacte al 806-378-6842. Esta información está disponible libre de cualquier cargo. También podrá encontrar información del Título VI en otros idiomas en www.amarillo.gov. El Sistema de Tránsito de Amarillo City tiene un plan de asistencia para personas con limitaciones en el idioma inglés por medio del cual el Departamento de Tránsito de la Ciudad de Amarillo proporciona información en otros idiomas sin costo alguno. Si desea más información, contacte con Christopher Quigley al (806) 378-6842 o a Chris.quigley@amarillo.gov.

Nếu cần thông tin bằng một ngôn ngữ khác, vui lòng liên hệ 806-378-6842 Thông tin này hoàn toàn miễn phí. Bạn cũng có thể tìm thấy thông tin về điều luật số VI tại trang web:www.amarillo.gov. Công ty Vận Tải Nội Thành Amarillo có Chương Trình dành cho Người Không Thông Thạo Tiếng Anh, trong đó thông tin miễn phí về Công ty Vận Tải Nội Thành Amarillo bằng các ngôn ngữ khác Nếu cần thông tin, bạn có thể liên hệ với Christopher Quigley số (806) 378-6842 hoặc email Chris.quigley@amarillo.gov.

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 or other language interpreter must make a request with the City Secretary two business days before the meeting, by telephoning 378-3013, or the City TDD telephone number at 378-4229.

Attachment B – Title VI Complaint Form: English

(ACT) Civil Rights 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 and ADA complaints 90 business days of 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:

Amarillo City Transit
801 South East 23rd
Amarillo, Texas 79103
Route 30 stops at the front door

Mail this form to:

Amarillo City Transit
P.O. Box 1971
Amarillo, Texas 79105-1971

Date Received:_____

Received By:_____

Attachment C – Title VI Complaint Form: Spanish

(ACT) Formulario de reclamación de derechos civiles

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)

ACT se compromete a garantizar que ninguna persona sea excluida de la participación o se le nieguen los beneficios de sus servicios sobre la base de la raza, el color o el origen nacional, tal como lo establece el Título VI de la Ley de Derechos Civiles de 1964, en su forma enmendada. Las quejas del Título VI deben presentarse en un plazo de 180 días hábiles y las quejas de ADA 90 días hábiles a partir de la fecha de la supuesta 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: Transit Director
P.O. Box 1971
Amarillo, Texas 79105-1971

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:_____
_____

Por favor imprima y firme con su nombre aceptando que haya obtenido permiso para presentar esta queja en nombre de un tercero

Letra de Molde Nombre_____Firma_____

Sección III

Creo que la discriminación que experimenté está basada en (marque todo lo que aplique)
Raza_____ Color _____ Nacionalidad_____
La fecha de la presunta discriminación (Mes, Día, Año):_____
Explique lo que ocurrió y por qué creyó que fue discriminado. Describa todas las personas que estuvieron involucradas. Incluya el nombre e información de contacto de la persona o personas que le discriminaron (si los conoce), así como los nombres e información de contacto de cualquier testigo. Si se requiere de más espacio, por favor use la parte posterior de este formato.

Sección IV

¿Había presentado alguna vez una queja con respecto al Título VI con esta agencia? Marque la respuesta apropiada - Sí No

Sección V

¿Ha presentado esta queja ante otra agencia Federal, Estatal o local o con alguna corte Estatal o Federal? Marque la respuesta apropiada - Sí No
Si la respuesta es sí, revise todas las que apliquen:
[ ] Agencia Federal:_____ [ ] Agencia Estatal:_____
[ ] Corte Federal:_____ [ ] Agencia Local:_____
[ ] Corte Estatal:_____
Por favor proporciona la información de la agencia/corte en donde la queja fue presentada:
Nombre_____Título_____Teléfono
Nombre_____
Agencia_____Dirección_____

Sección VI

Nombre de la agencia en contra de la cual se presenta la queja:_____
Persona de contacto:_____Título:_____
Número telefónico:

Puede agregar cualquier material escrito o cualquier otra información que piensa es relevante para su queja. Se requieren firma y fecha

_____ _____ _____
Escriba su nombre **Firme con su nombre** **Fecha**

Por favor envíe este formato en persona a:

Amarillo City Transit
801 South East 23rd
Amarillo, Texas 79103
La ruta 30 se detiene en la puerta delantera.

Envíe este formato a:

Amarillo City Transit
P.O. Box 1971
Amarillo, Texas 79105-1971

Fecha de Recepción: _____

Recibido por: _____

Attachment D – Title VI Complaint Form: Vietnamese

(ACT) Mẫu đơn khiếu nại dân quyền
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 đảm bảo rằng không ai bị loại trừ khỏi việc tham gia hoặc từ chối lợi ích của các dịch vụ của mình trên cơ sở chủng tộc, màu da hoặc nguồn gốc quốc gia, theo quy định của Tiêu đề VI của Đạo luật Dân quyền năm 1964, được sửa đổi. Khiếu nại Tiêu đề VI phải được nộp trong vòng 180 ngày làm việc và khiếu nại ADA 90 ngày làm việc kể từ ngày bị cáo buộc 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 được gởi đến:

Amarillo City Transit,
Attention: Transit Director
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 Băng 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 trằng 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 vủa (những) người đã phân biệt đối xử với bạn (nếu biết) và tên và thông tin liêc 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 gởi 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 23rd
Amarillo, Texas 79102
Dừng trước cửa chính đường 30

Gửi đơn này đến:
Amarillo City Transit
PO Box 1971
Amarillo, Texas 79105

Ngày nhận:_____
Người nhận:_____

Attachment E – COA Interpreter List

Emp #	Name	Department #	Department	Language	Phone
420451	Owens Han	1241	Civic Center Promotions	Chinese/ Taiwanese	806-324-7950
221405	Flores Jesus	1243	Civic Center Operations	Spanish	806-477-0017
471330	Gonzales Mateo	1243	Civic Center Operations	Spanish	806-206-4356
427457	Gomez Samuel	1260	Library	Spanish	806-881-5611
210839	Saavedra Veronica	1260	Library	Spanish	806-690-3003
430606	Shaver Silvia	1260	Library	Spanish	806-881-4473
477256	Sutton Elise	1260	Library	*	806-382-6313
380203	Fisher Lisa	1270	AECC	Spanish	806-584-1835
393887	Hood Carlos	1270	AECC	Spanish	806-206-8306
222500	Perez Cassandra	1270	AECC	Spanish	806-223-8491
466444	Lomana Mario	1270	AECC	Spanish	806-433-7713
410488	Lozano Miguel	1305	Municipal Court	Spanish	575-219-1519
220933	Rodriguez Adriana	1305	Municipal Court	Spanish	806-316-7177
220515	Flores Irasema	1305	Municipal Court	Spanish	806-373-1619
470332	Ruiz Gladys	1305	Municipal Court	Spanish	
204062	Tao Phuong	1315	Finance	Vietnamese	806-223-6290
221037	Arias Lauro	1315	Finance	Spanish	806-335-6639
210737	Arjon Nance	1320	Accounting	Spanish	806-676-1072
395253	Mendez Misty	1320	Accounting	Spanish	806-382-5732
475376	Cervantes Cynthia	1320	Accounting	Spanish	806-378-4201
205458	Carlile Gloria	1325	Purchasing	Spanish	806-674-3890
205333	Quinonez Maria	1325	Purchasing	Spanish	806-683-6670
377888	Delagarza Fred	1415	Capitol Projects & Dev.	Spanish	806-670-7839
421177	Arcos Arturo	1415	Capitol Projects & Dev.	Spanish	
469224	Shepherd Ana	1415	Capitol Projects & Dev.	Spanish	806-378-6003
221958	Benavente German	1420	Street Department	Spanish	806-341-6069
410491	Enriquez Robert	1420	Street Department	Spanish	806-444-3416
220056	Garcia Eligio	1420	Street Department	Spanish	806-336-2100
433408	Valadez Sammy	1420	Street Department	Spanish	806-584-2754
461823	Sandoval Philip	1420	Street Department	Spanish	
206209	Cabrera Pablo Murguia	1431	Solid Waste Collection	Spanish	806-383-6783
210815	Cervantes Juan	1431	Solid Waste Collection	Spanish	806-433-3355
205704	Chavez Jimmy	1431	Solid Waste Collection	Spanish	806-680-3923
399141	Fuentes Ramon	1431	Solid Waste Collection	Spanish	806-282-8674
221842	Garcia Gregorio	1431	Solid Waste Collection	Spanish	806-220-0684

298418	Lozano Gilbert	1431	Solid Waste Collection	Spanish	806-336-6204
222653	Montoya Steven	1431	Solid Waste Collection	Spanish	806-383-7436
204486	Rendon Salvador Jr	1431	Solid Waste Collection	Spanish	806-336-9174
298665	Rodriguez Javier	1431	Solid Waste Collection	Spanish	806-316-4692
222685	Ruiz Marcelo	1431	Solid Waste Collection	Spanish	806-231-0587
221144	Salas Ricky	1431	Solid Waste Collection	Spanish	806-236-3014
438873	Salihovic Meho	1431	Solid Waste Collection	Bosnian	806-410-6200
223228	Sanchez Mario	1431	Solid Waste Collection	Spanish	806-444-1562
208993	Ybarra David	1431	Solid Waste Collection	Spanish	806-336-5437
221521	Hernandez Robert	1431	Solid Waste Collection	Spanish	806-290-4577
467332	Zamora Luis	1431	Solid Waste Collection	Spanish	
459301	Chen Xiong	1432	Solid Waste Disposal	Chinese	806-316-7100
396491	Esparza Daniel	1432	Solid Waste Disposal	Spanish	806-677-3451
460116	Jimenez Esteban	1432	Solid Waste Disposal	Spanish	806-359-2056
208552	Loza Noel	1432	Solid Waste Disposal	Spanish	806-622-6159
205219	Stout Wendy	1432	Solid Waste Disposal	Spanish	806-359-2056
424357	Yniguez Vicente	1432	Solid Waste Disposal	Spanish	806-570-6934
220599	Bermea Johnny	1610	Police	Spanish	806-223-6050
416914	Blanco Hugo	1610	Police	Spanish	806-336-4339
223060	Benes George	1610	Police	Spanish	806-576-6106
203797	Bribiesca Gerardo Jr	1610	Police	Spanish	806-282-4941
421403	Caballero Eddie	1610	Police	Spanish	806-336-6071
397268	Cisneros Roberto	1610	Police	Spanish	806-341-2477
223063	Cruz Christopher	1610	Police	Spanish	806-382-7767
220600	Delfierro Victor	1610	Police	Spanish	806-584-8085
223065	Finsterwald Caleb	1610	Police	Spanish	806-278-0085
206483	Garcia Oscar	1610	Police	Spanish	806-584-4567
402228	Guerrero Juan	1610	Police	Spanish	806-333-0202
465219	Moreno Patricia	1610	Police	Spanish	806-654-3080
223075	Palacios Cynthia	1610	Police	Spanish	915-799-8442
221686	Quiles Norma	1610	Police	Spanish	806-681-1262
385399	Ramirez Andres	1610	Police	Spanish	806-418-1178
397276	Soto Raymond	1610	Police	Spanish	806-584-9649
471653	Enriquez Lucero	1610	Police	Spanish	806-584-6474
412682	Gajardo Fabiola	1610	Police	Spanish	806-717-8457
438258	Huerta Cesar	1610	Police	Spanish	806-378-3038
461689	Lovato Danisse	1610	Police	Spanish	806-584-4455
203602	Brush Angie	1640	Civilian Personnel	Spanish	806-231-1681
221275	Luanglath	1640	Civilian Personnel	Laotian	806-282-9784
220245	Ramirez Jenifer	1640	Civilian Personnel	ASL	
221156	Martnez Lizeth	1640	Civilian Personnel	Spanish	806-336-7686

451176	Ruiz Martha	1640	Civilian Personnel	Spanish	806-683-4198
439407	Yara Elisa	1710	Animal Management & Welfare	Spanish	806-584-2434
221917	Zamora Raul	1710	Animal Management & Welfare	Spanish	806-382-2151
207196	Ramirez Michelle	1732	Traffic Administration	Spanish	806-570-0164
433630	Urumovic Nedeljko	1732	Traffic Administration	Serbian	806-223-5697
446294	Rivas Florita	1740	Building Safety	Spanish	806-401-3184
477967	Campos Jr Guadalupe	1740	Building Safety	Spanish	806-378-6271
461381	Garcia Stephanie	1740	Building Safety	Spanish	806-378-6427
222839	Quinlin Jeff	1740	Building Safety	Spanish	806-640-7273
473525	Rivera Ismael	1740	Building Safety	Spanish	806-378-6258
207520	Hammonds Shawna	1740	Building Safety	ASL	806-433-7191
468083	Quebedeaux Linda	1750	Environmental Health	ASL	806-881-2428
477787	Rivera Deborah	1750	Environmental Health	Spanish	817-793-7181
467776	Arriaga Simon	1761	Transit Fixed Route	Spanish	806-241-7719
439573	Cartagena Carlos	1761	Transit Fixed Route	Spanish	806-418-0757
447069	Chavez Carlos	1761	Transit Fixed Route	Spanish	
451904	Cruz Ramon Jr	1761	Transit Fixed Route	Spanish	806-672-4000
464121	Gonzales Norma	1761	Transit Fixed Route	Spanish	806-220-4727
456506	Lomeli Victor	1761	Transit Fixed Route	Spanish	806-223-8895
432053	Pajic Petar	1761	Transit Fixed Route	Bosnian	806-316-9657
426865	Rosales Refugio	1761	Transit Fixed Route	Spanish	806-679-2844
210054	Sistov Miroslav	1761	Transit Fixed Route	Bosnian/Croatian	806-236-8974
479285	Pesina Krystal	1761	Transit Fixed Route	*	806-344-4217
210267	Martinez Juan	1762	Transit Demand Response	Spanish	806-677-3587
459869	Barrera Aurelio	1762	Transit Demand Response	Spanish	
402301	Diaz Mary	1762	Transit Demand Response	Spanish	806-378-3095
207279	Solis Ruben	1763	Transit Maintenance	Spanish	806-690-8121
478658	Garza Julia	1763	Transit Maintenance	*	806-441-3106
435878	Lemley Lillie	1764	Transit Administration	Spanish	806-378-6863
415982	Valles Gabriella	1861	Parks Maintenance	Spanish	806-444-4118
413314	Guerrero Rolando	1840	Swimming Pools	Spanish	806-671-2305
427606	Perez Elizabeth	1850	Parks & Rec Program	Spanish	806-378-6284
397230	Saucedo Pedro	1850	Parks & Rec Program	Spanish	806-444-6520
204889	Diaz Jacob	1930	Fire Marshall	Spanish	806-336-2538
477576	Jarvis Josselyn	20110	Program Management	*	806-341-2995
381211	Robinson Vanessa	20110	Program Management	Spanish	806-342-1589
477253	Duran Alma	20210	Housing Assistance	*	806-567-1012
428773	Varela Selene	20755	HMIS	Spanish	806-378-6285

223181	Ruiz Robert	20910	Court Security	Spanish	806-654-4225
474568	Chavez Meztli	25011	AHD Public Health	Spanish	806-378-6300
457905	King Ida	25011	AHD Public Health	Spanish	
443318	Mayberry Alice	25013	IMM/Locals	Spanish	806-236-5918
463659	Mendoza Vivian	25013	IMM/Locals	Spanish	806-206-2240
473696	Rodriguez Elizabeth	25013	IMM/Locals	Spanish	806-410-9522
407963	Nerios Marcus	25014	HIV Prevention	Spanish	806-671-6068
477262	Gould Fabiana	25027	Clinical Health Bridge Grant	Spanish	860-716-1514
381208	Barber Mayra	25015	Core Public Health	Spanish	806-626-7668
383021	Roybal Laurie	25015	Core Public Health	Spanish	806-382-0800
463915	Estrada Dania	52100	Utilities Office	Spanish	806-676-2612
463039	Hernandez Laura	52100	Utilities Office	Spanish	806-703-9081
389940	Meza Carolyn	52100	Utilities Office	Spanish	806-683-3324
449126	Najera Martha	52100	Utilities Office	Spanish	806-576-9799
466919	Tinoco Maribel	52100	Utilities Office	Spanish	806-290-3175
450554	Chavez Pablo	52100	Utilities Office	Spanish	806-336-2823
479120	Elizondo Alexandria	52100	Utilities Office	Spanish	806-378-6245
477969	Morales Missy	52100	Utilities Office	Spanish	806-378-3030
448970	Sandoval Yesenia	52100	Utilities Office	Spanish	806-378-6059
435489	Mata Martha	52110	Director of Utilities	Spanish	
222907	Martinez Daniel	52200	Water Production	Spanish	806-381-7905
461117	Manuel Blea	52210	Water Transmission	Spanish	806-341-1243
383656	Madrid Antonio Jr	52210	Water Transmission	Spanish	806-373-8294
426316	Hernandez Gabriel	52210	Water Transmission	Spanish	
222245	Carrera Salvador	52220	Surface Water Treatment	Spanish	
457682	Arenas Herman	52230	Water Distribution	Spanish	806-290-1138
443315	Durinick Lucila	52230	Water Distribution	Spanish	806-206-2883
207775	Garcia Manuel	52230	Water Distribution	Spanish	806-290-1892
470827	Diaz Marcus	52230	Water Distribution	*	806-683-4793
477554	Diaz Michael	52230	Water Distribution	*	806-670-5686
210832	Gauna Robert	52230	Water Distribution	Spanish	806-378-6830
479130	Flores Jaime	52230	Water Distribution	Spanish	806-340-1754
470832	Hernandez Miguel	52230	Water Distribution	*	806-336-7024
478774	Nunez Karina	52230	Water Distribution	Spanish	806-410-5102
221377	Baca Michael	52240	Waste Water Collection	Spanish	806-673-8930
222428	Campos Evaristo	52240	Waste Water Collection	Spanish	806-382-2188
469107	Chavez Anthony	52240	Waste Water Collection	Spanish	806-324-7070
457804	Garcia Ruben	52240	Waste Water Collection	Spanish	806-290-3830
222437	Martinez Fabian	52241	Waste Water Collection	Spanish	806-678-9583
209293	Rivero Jorge	52242	Waste Water Collection	Spanish	806-336-6980

477351	Carrillo Jose	52243	Waste Water Collection	*	413-204-3148
479141	Gamez Ramon	52244	Waste Water Collection	Spanish	806-378-6824
479140	Quinones Luis	52245	Waste Water Collection	Spanish	806-378-6824
272918	Carrillo Petra	52260	River Road Water Reclamation	Spanish	806-681-0955
459835	Martinez David	52261	River Road Water Reclamation	Spanish	806-690-7984
438635	Minjarez Juan	52262	River Road Water Reclamation	Spanish	806-676-4449
275837	Vasquez Jorge Alberto	52263	River Road Water Reclamation	Spanish	806-236-0767
394828	Diaz Jesus	52270	Hollywood Road Waste Water Tre	Spanish	806-353-5274
403113	Ferrel Stephen	52271	Hollywood Road Waste Water Tre	Spanish	806-367-9963
463744	Jluna Daniel	52272	Hollywood Road Waste Water Tre	Spanish	806-677-4743
448265	Moya Jose	52273	Hollywood Road Waste Water Tre	Spanish	806-300-1893
468529	Medina Jose	52274	Hollywood Road Waste Water Tre	Spanish	806-622-0722
221935	Moya Margaret	52281	Laboratory Administration	Spanish	806-282-4084
210236	Solis Lorena	52281	Laboratory Administration	Spanish	806-677-3186
413938	Cruz Consuelo	52281	Laboratory Administration	Spanish	
461822	Espino Juanita	52281	Laboratory Administration	*	806-367-1109
476684	Pena Vanesa	52281	Laboratory Administration	Spanish	806-418-6324
435912	Carrasco Juan Pablo	54110	Airport Operations	Spanish	282-8069
208550	Hernandez Eli	54110	Airport Operations	Spanish	290-7917
455936	Martinez Juan	54110	Airport Operations	Spanish	832-229-8855
422036	Sebastian David	54110	Airport Operations	Spanish	773-331-0933
221548	Morales Maria	54111	Airport Operations	Spanish	806367-6188
441516	Saucedo Erica	54112	Airport Operations	*	806-674-5894
206952	Hernandez Jack	56100	Drainage Utility	Spanish	806-584-0173
208986	Sanchez David	63125	Workers Compensation	Spanish	806-236-0881
441184	Araujo Cecilia	64300	City Care Clinic	Spanish	806-654-4818
223397	Lucero Lorraine	64300	City Care Clinic	Spanish	806-670-2780

Attachment F –Translation Service: Contact List

Refugee Services of Texas
1101 Fritch Hwy
Amarillo, TX 79108

Catholic Charities of the Texas Panhandle
2004 N Spring Street
Amarillo, TX 79107

Refugee Language Project
3107 Plains Blvd Space 500,
Amarillo, TX 79102

Karibu Services
Amarillo, Texas 79110
Phone: (806) 502-9381
Email: karibuservices50@gmail.com

Language Line Solutions
1 Lower Ragsdale Drive, Building 2
Monterey CA, 93940 USA
Phone: (800) 752-6096

La Voz Hispana
2801 W Amarillo Blvd
Amarillo Texas 79101

Amarillo Chamber of Commerce
1000 S. Polk Street
Amarillo, TX 79105

Amarillo Hispanic Chamber of Commerce
5725 West Amarillo Blvd
Amarillo, TX 79106

Amarillo Area Black Chamber of Commerce
900 N Hughes St.
Amarillo Texas 79107

Attachment G – Amarillo City Transit Public Outreach Activities

Amarillo City Transit Public Outreach Activities

General Outreach

Beginning in March 2020 ACT realized that people were riding our buses to access COVID testing services. ACT immediately began offering free on demand service to the City of Amarillo testing site. When vaccines became available ACT offered free trips to clinics and infusion sites. The City of Amarillo five-member Advisory Committee for People with Disabilities continued to meet in 2020 and 2021 on Zoom meetings held on the first Thursday of February, April, June, August, October, and December. Eight citizens participated in these meetings. In person meetings began again in October 2021. One meeting has been held this year on April 7, 2022, with no outside participants. The February meeting was cancelled due to a snowstorm which shut down the city.

On October 10th, 2022, The ACT Transit Planner sent updated maps and schedule to organizations, non-profits, chambers, and others in Amarillo who reach a broad audience. This helped update our service across the board. This announcement helped inform those who may not use or check for updates on our service to know where and when ACT functions.

Resource Fairs

Amarillo City Transit was featured at the in the Mayor's State of the City presentation held in the baseball stadium on October 6, 2021. Local high school and college students and area residents filled the stadium to hear about various city programs and services.

Amarillo City Transit was featured at the in the Mayor's State of the City presentation held in the Sam Houston Park on September 10th, 2022. This was a vending event with the city to share and get people interested and active in using the resources the city provides. ACT interacted with families, Amarillo citizens, and Amarillo departments to share information about Transit.

On September 12th, 2022, An ACT representative went to a Tascosa High School Job Fair. An ACT representative interacted with students and their parents to educate and informe them of how to use public transit Amarillo City Transit. There are route connections to Tascosa which are not utilized by many students. Speaking with some families peaked interest in learning about an otherwise unused service to them.

On September 20, 2022, An ACT representative went to Amarillo College Advocacy & Resource Center's 11th Annual Resource Fair. ACT gave out schedules, explained public transit and made connections to AC organizational leaders. ACT also raised awareness of our Route 41/42 which serves this area.

ACT had two representative attend the 16th Annual Regional Caregivers Conference on November 3rd, 2022. ACT interacted with the present elderly, in addition to all other vendors at the event. This strengthened our connection to organizations within Amarillo which ACT has contracts with (AAA, CAP) and others who were not aware of our services. ACT provided information about our fixed routes, AAA, and ACT Connect services.

Eastridge Neighborhood

ACT participated in the Eastridge Neighborhood planning process. Meetings were held on August 31, September 30, and October 5, 2021. Eastridge is a low income southeast Asian immigrant community in northeast Amarillo. The area is served by ACT Route 22/23. On October 22, 2021, ACT participated in the Eastridge Fall Festival with a booth to provide information and take service requests. ACT also provided tours of our Gillig bus to area residents. Four ACT staff visited with hundreds of area residents. The City of Amarillo provided language services.

Working with Panhandle Regional Planning Commission ACT provided a bus to bring 35 Eastridge residents to the Sod Poodles baseball team's opening day event on April 8,2022, as part of the promotion of Panhandle Rides website. The Sod Poodles baseball organization provided free tickets for residents. ACT coordinated with Eastridge Elementary school Assistant Principals and area residents to provide language assistance for the excursion.

Barrio Neighborhood

ACT worked through the Barrio Neighborhood Association to promote a new Route 30 on demand route for the neighborhood in October and November 2021. On October 10, 2021, ACT staff participated in the activities for the dedication of historic marker at 10th and Arthur with an information booth. ACT staff provide language services.

ACT administration office and operating facility is in the Barrio neighborhood, a low-income Hispanic community due south of downtown Amarillo. On October 16, 2021, working through Teresa Kenedy, Barrio neighborhood President, ACT opened its facility for a COVID-19 shot clinic. Twenty-one of our neighbors came to receive shots.

San Jacinto Neighborhood

San Jacinto (San Jac) is a low income ethnically mixed community due east of downtown Amarillo on historic Route 66. The new ACT multimodal transfer terminal scheduled to be completed in July 2023 is in a light industrial area in the far southeastern portion of the San Jac neighborhood. The Routes 43/11 serve the area.

ACT met with Kathryn Traves and Sherri Ferguson the President and Communications Director of the neighborhood association respectively on August 5, 2021, to discuss terminal plans and service needs of the community. On April 30, 2022, ACT participated in the San Jac Neighborhood Watch gathering. City departments and community resources were represented. ACT was able to speak with residence and provide information regarding services.

North Heights Neighborhood

Hamlet Elementary School resource fair. On September 27, 2022 ab ACT Connect representative went to this evening resource fair and shared information our services and how to use Transit from relevant locations. In addition, both the youth and parents were given information on transit services.

Refugee Outreach

In 2022 ACT began working with Catholic Charities of the Texas Panhandle to assist refugees learn how to access the transit system. On February 18, 2022, the Transit Director made a presentation to 23 teens and young adult African, Burmese, and Karenni refugees. Catholic Charities provided translators for each group. Training included how to use the OneRide app, read paper timetables and locate a wide range of destinations via ACT routes.

On March 26, 2022, 18 Afghani refugees took half day travel training. One of the refugees is

now working for ACT.
On April 20, 2022, two African refugees were travel trained on how to access grocery stores and medical service via the bus.
On April 22, 2022, representatives for the Texas Refugee Service met the ACT staff to obtain information regarding ACT service. ACT followed up and provided individual trip schedules for their clients.

Head Start

In March 2021 ACT visited with two head start classes to demonstrate how a bus works. They sang "The Wheels on the Bus" song with 30 children. ACT visited the Head Start classes again in May 2022.

Coming Home Organization

On June 9, 2022, ACT staff met with the Coming Home team (Teresa Noack, Kris Pirkle and Nicole Rainey) to discuss transit service needs for the newly housed population. ACT also discussed what the PREP Academy workers need.
On August 15th, Transit met with Coming Home staff about accommodating locations and optimizing the transit to help the unhoused and recently housed communities. Spoke on food drive service deviations as well.
On August 26th, Transit met with Coming Home(Stefani Rodarte Suto and Jason Riddlespurger) to talk about the fare implementation and mitigation strategies for their communities.
On August 26th Transit attended an event at the Guyon Saunders Resource Center to share route information, fares, and surveys. ACT helped distribute information on schedules in addition to handing out ACT Applications and

Juneteenth

On June 20 and 23, 2022, ACT participated in the Juneteenth empowerment series to share resources of the route systems with the public involved. ACT shared information on route pamphlets, nonrider transit surveys and CDL bus operator job descriptions.

Travel Training

On August 8, 2022 A representative of ACT Travelled with an Afghani Refugee(Omar Khar) and travel trained him from home to work.
On August 18th, 2022, A representative of ACT Travelled with an Afghani Refugee(Arafata) and travel trained her from home to Amarillo College and home again.
On August 25th, 2022, A representative of ACT Forwarded scheduling information and provided over the phone assistance to an Afghani Refugee(Arafata).
ACT Transit was in contact with Chelsie Haney, a disability service coordinator with PILC, to organize and create a travel training document. The ACT Transit Planner created a document to guide their trip from start to finish of travelling from their office to the Tri-State fair on September 22, 2022. On the week of this event a shooting happened at the fair which prevented them from utilizing this guide. Rather ACT Transit helped guide them to an easier and safer location on the day of.
On September 29th, 2022, Two representatives of ACT did an organization travel training with Texas Panhandle Services. ACT provided fixed route and ADA service information. This was a great event which will help their organization understand what ACT offers, how to plan a trip, how to apply to disability services, and who to contact for help. Most of the attendees were part of their administration and will be informing more individuals in their organization.

On October 21st, 2022, Two representatives of ACT did an organizational travel training with Haven House. ACT explained how our service functions, both ACT Connect and fixed route services. ACT explained how to plan a trip, and answered any specific travel questions therein.
On November 8th, 2022, A representative of ACT did a travel training with a refugee family travelling from home to Amarillo College for school. The representative explained these routes(22/23 and 41/42) in great detail. They provided information on how to read schedules and maps to be able to transfer and plan trips for any needs.
On November 15th, 2022, A representative of ACT did a travel training with a refugee family travelling from Route 22 to routes 11/43 for errands and shopping. ACT explained these routes(22/23 and 11/43) in great detail. ACT provided information on how to read schedules and maps to be able to transfer and plan trips for any needs.

College Outreach

On September 9th, 2022, Texas Tech Veterinary Medicine School(SVM) reached out and is organizing with us on how to get a transportation service for their students. The president of their student organization collected and presented survey information on location and times best for their students schedules. The SVM has a diverse student body in need of organized transportation to and from school.
On September 23rd, 2022, Two representatives of ACT met with an organizer from Amarillo College to discuss service change, students transportation surveys, outreach events at their school. From this ACT is in contact to create a service change survey and organize outreach events to discuss these changes for Routes 41 and 42. This has prompted us to have Survey Monkey Access through the Amarillo City Communications Department.
On October 24th, 2022, ACT Transit reached out to our SVM contact to inform them of a morning and evening commute that ACT is now able to offer their students by expanding the service hours of Route 13. This commute will be used mosly by international students without personal transportation.
On November 15th, 2022, Service implementation for the SVM Commute will be moved to January first to provide notice to current and prospective students of this service.
On November, 7th, 2022, ACT implemented a service change survey to the students at Amarillo College. This survey will allow us to see how a service change to routes 41 and 42 will affect the student body. ACT also will gain perspective on future goals and values of AC.

Attachment H – Title VI Equity Analysis

TITLE VI EQUITY ANALYSIS

Amarillo City Transit Multimodal Transit Facility

AMARILLO
TRANSIT

Table of Contents

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Alternatives Equity Analysis and Cumulative Impacts 6, 7

Background and Project Description

The City of Amarillo implemented the Amarillo City Transit new service in Fiscal Year (FY) 2018 with (12) fixed bus routes, (1) on-demand bus route, and Spec-Trans services. Amarillo City Transit demand response, Spec-Trans vans are accessible to individuals with disabilities. The City of Amarillo, Texas, operates Amarillo City Transit with financial support from the Federal Transit Administration (FTA), the Texas Department of Transportation (TxDOT), and the City's General Fund.

The Amarillo City Transit is looking for independent space for a multimodal transit facility with Greyhound and Panhandle Transit. The City of Amarillo/Amarillo City Transit wanted to house this facility on land that the City currently owned and the locations would be preferred near downtown Amarillo, Texas.

Study Purpose

The Amarillo City Transit Multimodal Transit Facility requires a minimum of three acres of property outside of downtown Amarillo, Texas. The City reviews all property within the Amarillo city limits in the Potter County Appraisal District with over three acres and parcels that were next to an active residential subdivision were removed from consideration. Large parcels were put into consideration for multiple sites. Due to the site's relocation from downtown to outside of downtown Amarillo, Texas, all three alternatives were located on two or more different parcels.

The purpose of this study is to analyze the top three locations in the site selection analysis to ensure that the alternatives and final selected location were selected without regard to race,

color, or national origin. This study also compares the equity impacts of the three alternatives. The following three candidate sites were evaluated for use by Amarillo City Transit:

- Site 1 – up to 2.06 acres available
- Site 2 – up to 2.76 acres available
- Site 3 – up to 1.6 acres available

As per the Federal Transit Administration (FTA) requirements in Circular 4703.1 (Environmental Justice), Title VI equity analyses for the location of facilities must occur in the planning stage before a preferred site has been selected. Sites will be evaluated and ranked as part of the site selection analysis. The Title VI analysis represents just one of the criteria sed in the evaluation.

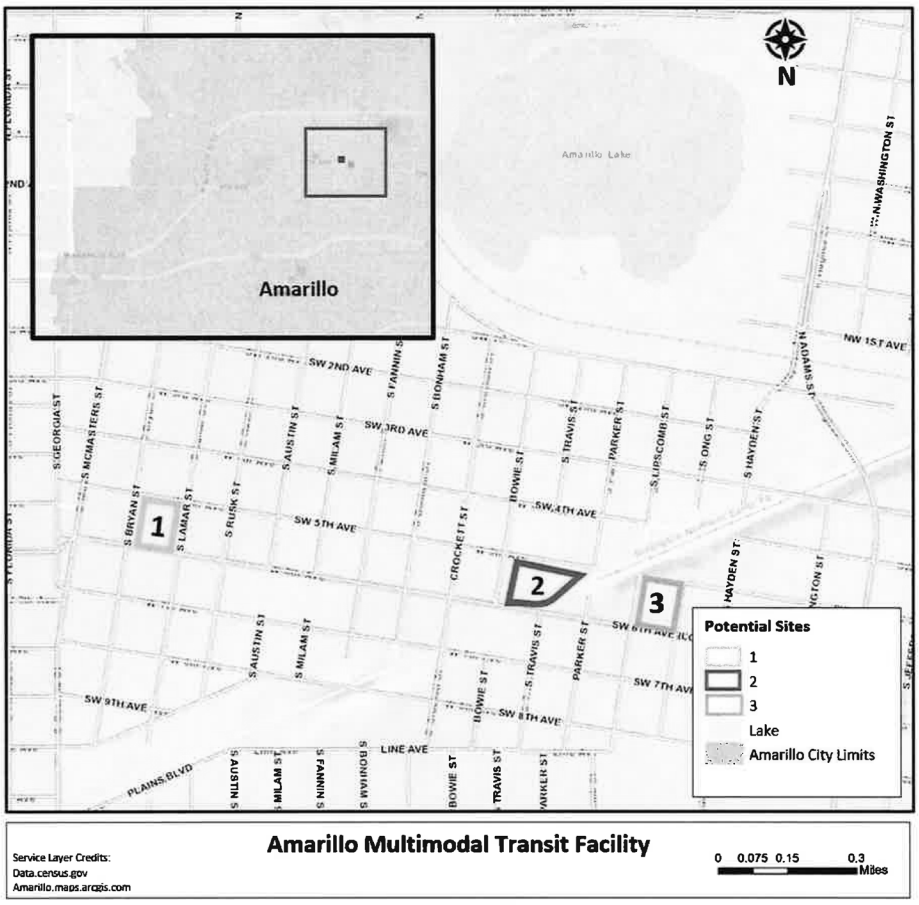


Figure 1 – Alternative Sites for Consideration

Title VI Compliance Requirements

The City of Amarillo/ Amarillo City Transit is committed to ensuring that no person is excluded from participation in, or denied the benefits of, its transit services on the basis of race, color, or national origin, as protected by Title VI and required by guidelines in FTA Circular 4702.1.B (Title VI).

Title 49 CFR Section 21.5(b)(3) states, "In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to

which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part." Title 49 CFR Part 21, Appendix C, Section 3(iv) provides that "The location of projects requiring land acquisition and the displacement of persons from their residences and businesses may not be determined on the basis of race, color, or national origin."

The City of Amarillo/ Amarillo City Transit is required to conduct a Title VI equity analysis to demonstrate that the facility is selected without regard to race, color, or national origin. Per guidance in the circular, the analysis must:

- Include outreach to persons potentially impacted by the siting of the facility;
- Compare impacts of various siting alternatives;
- Determine if cumulative adverse impacts might result due to the presence of other; facilities with similar impacts in the area; and
- Occur before the selection of the preferred site.

If disparate impacts are identified, the least discriminatory alternative must be implemented.

Site Selection Process

Since the top three sites are on two or more different parcels, the new Amarillo City Transit Multimodal Transit Facility must meet several important criteria:

- Environmental Conditions;
- Surrounding Land Use;
- Utility Availability and Drainage Ease;
- Historical Significance; and
- Site Equity Analysis.

City of Amarillo/ Amarillo City Transit studied potential locations and reviewed available properties that would have the adequate space for the facility and have the least impact on residential neighborhoods. The desired location would be in or near the Downtown Urban Design area. The City of Amarillo/ Amarillo City Transit analyzed to accommodate Greyhound and Panhandle Transit. All other city land was either too small or too far away to be desirable.

No neighborhood in the City of Amarillo was disqualified from the selection process. Race, color, and national origin of residents were not considered during the identification or evaluation of potential sites.

Benefits and Burdens Analysis

City of Amarillo/ Amarillo City Transit reviewed benefits and burdens of each site to determine any impacts that might adversely affect the community. There was no

displacement of residents at any of the three sites considered in this site selection. There is an active government business on Site 1 that maybe displaced if Site 1 is chosen. There is two active government businesses on Site 3 that maybe displaced if Site 3 is chosen.

Table 1: Benefits and Burdens

Benefits/ Positive Impacts	*Burdens/ Adverse Impacts*
Site 1	
• 2 fire hydrants adjacent to the site • Gas and overhead electrical are available on the north side of the site along 5th Ave. • In an "Area of Minimal Flood Hazard" – i.e. not in the 100-year flood plain • Outside the Downtown Urban Design Standard area • Zoned L-1 Light Industrial	• Two structures must be demolished • Water and sewer available, however there may be additional costs to relocate/ abandon the sewer line that currently occupy the site • Active business on site
Site 2	
• City-owned Property • Water and sewer are available adjacent to the site • There are 3 fire hydrants within one block of the site • Gas and overhead electrical are available on the north side of the site along 5th Ave. • The "Rock Island Rail Trail" linear park could be extended 2 blocks up to this site and provide walking and bike access to the Facility if this site is selected • In an "Area of Minimal Flood Hazard" – i.e. not in the 100-year flood plain • Outside the Downtown Urban Design Standard area • Zoned L-1 Light Industrial	• One structure that must be demolished along with fencing and an old slab
Site 3	
• There are 2 fire hydrants adjacent to the site • In an "Area of Minimal Flood Hazard" – i.e. not in the 100-year flood plain • Outside the Downtown Urban Design Standard area • Zoned L-1 Light Industrial	• Two structures must be demolished • Water and sewer are available, however there may be additional costs to relocate/ abandon the water and sewer lines that currently occupy the site • Gas and overhead electrical are available but run in the alley in the middle of the site. There would likely be a significant cost to relocating these lines. • Active businesses on site

Alternative Equity Analysis and Cumulative Impacts

While location, size, price, and other criteria were used to select the three candidate properties, Amarillo City Transit analyzed demographics to ensure the site selection would have no disparate impact due to race, color, or national origin. Two sites are on the same U.S. Census Tract Block Group and one site is on a different U.S. Census Tract Block

Group, Amarillo City Transit looked at the U.S. Census Tract Block Groups in comparison to the U.S Census Tract as a whole and the City of Amarillo.

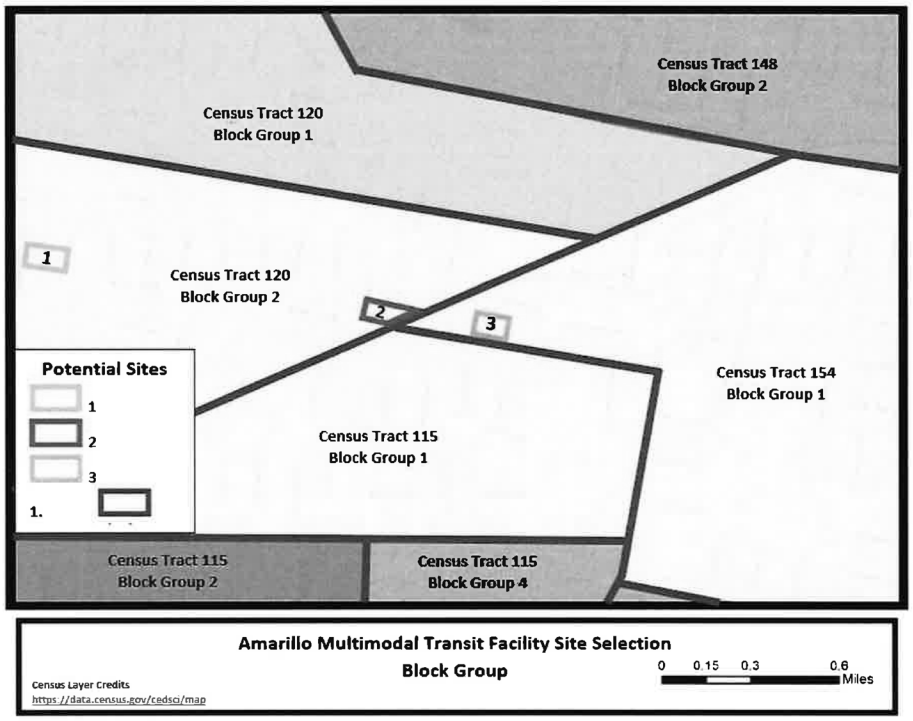


Figure 2 – Census Blocks Near Site

In the City of Amarillo according to the 2014-2019 (for S1701, Poverty Status in the Past 12 Months) and 2014-2019 American Community Survey 5-Year Estimates, 5.2% of individuals over the age of five have limited English proficiency, with 24.8% speaking a language other than English at home; 17.9% of the population is not "White;" 15.1% of the population is below the poverty level; and the median income is $52,725.

When reviewing the Block Group and Census Tract data in comparison to the City demographics,there is a higher percentage of individuals who do identify as "White" and a higher average of individuals under the Poverty Line. The Block Group and Census Tract have lower average of individuals with Limited English Proficiency percentage and Median Income for households than the average for the City.

Table 2: Demographic Data						
Census Location	**Block Group 1 Census Tract 120**	**Block Group 2 Census Tract 120**	**Census Tract 120**	**Block Group 1 Census Tract 154**	**Census Tract 154**	**City – Amarillo, TX**
Total Population	1,033	544	1,577	363	2,313	198,955
White	832	466	1,298	262	1,829	163,433
Non-White	201	78	279	101	484	35,522
Non-White Percentage	19.5%	14.3%	17.7%	27.8%	20.9%	17.9%
Population under Poverty Line	150	133	555	51	821	29,645
Percentage under Poverty Line	36.4%	42.9%	35.2%	38.1%	35.5%	15.1%
Median Income (Households)	$30,075	$16,786	$23,281	-	$25,147	$52,725
Limited English Proficiency Percentage	6.1%	11.0%	8.2%	0.0%	11.5%	24.8%

Source: Data from U.S. Census Bureau 2014-2019, American Community Survey 5-Year Estimates

Table 3: Equity Impact Comparison			
	Site 1	***Site 2***	***Site 3***
Who would be impacted by selecting this site?	Active business on site	Surrounding business by site	Active businesses on site
Will selecting this site require displacement of residents or businesses?	Yes	No	Yes
Listed other similar facilities nearby including maintenance, storage, operations, etc.	▪ Automotive shops ▪ Storage units	▪ Hardware stores ▪ Supply stores ▪ Automotive shops	▪ Hardware stores ▪ Supply stores ▪ Automotive shops

Attachment I – Title VI Approval

City Council Agenda
City Council Minutes
City Council Resolution

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Economic Development/Redevelopment

Department	City Manager's Office	**Contact Person**	Andrew Freeman, Assistant City Manager

Agenda Caption

CONSIDER APPROVAL – COOPERATION AGREEMENT BETWEEN THE CITY OF AMARILLO AND VILLAGE COMMUNITIES DEVELOPMENT CORPORATION:

This cooperation agreement would allow the opportunity for developers of the North Grand Villas rehabilitation project to partner with a non-profit public facility corporation in order to move forward with completing the project. City Council previously approved a resolution on October 25, 2022, stating no objection for an application for 2023 Non-Competitive Housing Tax Credits to the Texas Department of Housing and Community Affairs Housing Tax Credit Program by North Grand Villas, LP, a private entity, for North Grand Villas, a redevelopment of an existing complex for affordable rental property located at 2801 N. Grand Street.

Agenda Item Summary

The Texas Department of Housing and Community Affairs (TDHCA) administers the Housing Tax Credit (HTC) program for the State of Texas. The HTC program provides equity financing for the development of affordable housing. In addition, the program seeks to maximize affordable housing and is structured to ensure the housing supply is well maintained and operated.

North Grand Villas, LP is proposing a 144-unit rehabilitation multi-family project to be located at 2801 N. Grand Street. The complex will have 2 bed, 3 bed, and 4 bed units. Units will be available to incomes at 40% Area Median Income or AMI, 50% AMI, and 60% AMI. This ranges from $30,000 to $46,000 depending on family size. Total investment for the project is $25,000,000. The location is highlighted by a red star on the following map. By approving this cooperation agreement, it would allow the Village Communities Development Corporation to partner on the project located within city limits.



Requested Action

Approval of the cooperation agreement

Funding Summary

N/A

Community Engagement Summary

Increasing the availability of affordable housing aligns with the City of Amarillo's efforts to serve the needs of our community as identified in the City's Comprehensive Plan

Staff Recommendation

Staff recommends approval as presented

COOPERATION AGREEMENT
BETWEEN
THE CITY OF AMARILLO, TEXAS
AND
VILLAGE COMMUNITIES DEVELOPMENT CORPORATION

This Agreement ("**Agreement**") is made and entered into by and between the City of Amarillo, Texas (the "**City**") a political subdivision of the State of Texas, and Village Communities Development Corporation, a non-profit public facility corporation ("**Corporation**") sponsored by the Housing Authority of the City of Texarkana, Texas (the "**Authority**"), a public housing authority organized under Chapter 392 of the Texas Local Government Code.

WHEREAS, the City desires to promote, maintain, and provide safe, sanitary, and affordable housing for low to moderate-income citizens of the City of Amarillo; and

WHEREAS, the Authority's mission is to provide safe, sanitary and affordable housing for eligible residents and desires to support the development and operation of affordable housing through Corporation, its affiliate entity, a public housing authority sponsored public facility corporation, in communities across the state of Texas; and

WHEREAS, Chapter 791 of Texas Local Government Code allows City and the Authority to enter into interlocal agreements in order to increase the efficiency and effectiveness of local governments; and

WHEREAS, Section 392.059 of the Texas Local Government Code states that authorities may cooperate with a municipality in providing housing for persons of low income within the boundaries of the cooperating political subdivision; and,

WHEREAS, the City has a need for and desires to increase its supply of quality affordable housing for the benefit of its current and future residents; and

WHEREAS, the Corporation has identified Zimmerman Properties, LLC ("**Developer**") to act as its developer partner to acquire and rehabilitate a multifamily development more commonly known as North Grand Villas (the "**Project**"); and

NOW THEREFORE, the City and the Corporation (collectively, the "Parties") agree as follows:

Section 1: Purpose and Objective. The Parties agree that the purpose of this Agreement is to facilitate collaboration and coordination between the Parties in the development of the Project to be acquired and rehabilitated and operated within the territorial limits of the City for the purpose of providing quality, safe, and affordable housing to low and moderate income residents of the City; provided, however, that this Agreement does not amend or otherwise affect any development agreement related to the Property to which the City is a party.

Section 2: Role of the Corporation. The responsibilities of the Corporation under this Agreement shall include the following:

(a) Corporation shall coordinate with the City to provide requested briefings to the City Council and City staff, as appropriate.

(b) Corporation shall work with the developer to prepare and submit an application to the Texas Department of Housing and Community Affairs ("**TDHCA**") for an allocation of 4% Low Income Housing Tax Credits ("**4% Credits**") to support the Project.

Section 3: Role of the City. The City's responsibility under this Agreement shall include the following:

(a) City staff shall cooperate with the Corporation and shall participate in briefings to the City Council upon the Corporation's request.

(b) The City agrees to supply the Project with the same degree of public services that it

supplies to other similar development within the City.

Section 4: Term.

4.1 Agreement Term. This Agreement shall be effective upon execution by the last party whose signature renders this Agreement fully executed. Unless otherwise terminated in accordance with this Agreement, the term of this Agreement ("**Agreement Term**") shall continue throughout the life of the Project (the life of the Project shall be considered to have expired if the multifamily housing operation completely ceases for a period of at least 365 consecutive days).

Section 5: Representations and Warranties.

5.1 The Corporation hereby unconditionally warrants and represents to the City as follows:

(a) It has the legal and financial capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all of the undertakings set forth herein. In connection with the Project, the Corporation will comply with all legal requirements required to be met, including but not limited to the following: (i) any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to the Authority or the Project, including, without limitation, the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (ii) any and all covenants, conditions, and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature that relate in any way or are applicable or to the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (iii) the Corporation's presently or subsequently effective bylaws and articles of incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement, (iv) any and all terms, provisions and conditions of any commitment which are to be performed or observed by the Corporation, (v) any and all leases and other contracts (written or oral) of any nature that relate in any way to the Project and to which the Corporation may be bound and (vi) all applicable restrictive covenants, zoning ordinances, subdivision and building codes, or if no local building codes are in place, then the most recent version of the International Building Code, flood disaster laws, applicable health and environmental laws and regulations and all other ordinances, orders or requirements issued by any state, federal or municipal authorities having or claiming jurisdiction over the Project.

(b) It is a duly organized and validly existing legal entity under the laws of the State of Texas.

(c) The Corporation is not a party to any contract or agreement or subject to any charter or other legal restriction of any kind which materially and adversely affects the business, property or assets, or the condition, financial or otherwise, of the Authority. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, order or decree of any court or governmental agency, or any indenture or other agreement or instrument to which the Corporation is subject, or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation pursuant to the terms of any such indenture or agreement or instrument, and will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.

(d) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by the Corporation pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of the Corporation which will materially and substantially impair its ability to

perform pursuant to the terms of this Agreement.

Section 6: Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Corporation at the following address:

Antonio D. Williams, Secretary & CEO
Village Communities Development Corporation
1611 N. Robison Road
Texarkana, Texas 75501
E-mail: awilliams@texarkanaha.org

with a copy to:
Barry J. Palmer
Coats Rose, P.C.
9 Greenway Plaza #1000
Houston, Texas 77046
E-mail: bpalmer@coatsrose.com

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested to the City at the following address:

[City Notice Address
_____
_____]

with a copy to:

[City Legal Counsel Notice Address
_____
_____]

Notice will be considered given and completed upon actual receipt of the notice by the receiving party. Either party may change its designated address for notice purposes upon ten (10) days' prior written notice to the other party.

Section 7. Cooperation and Compliance. The parties hereto agree to cooperate with each other and provide all necessary documentation, certificates and consents and to take all necessary action in order to satisfy the terms and conditions hereof in accordance with the applicable laws, regulations and agreements relating thereto.

Section 8. Miscellaneous.

8.1 Waivers. No delay or omission by either party to insist upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability or remedy or obligation, whether of a similar or dissimilar nature.

8.2 Assignment and Successors. No party to this Agreement will make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns and shall not bestow any rights upon any third party.

8.3 Applicable Laws, Interpretation and Governing Law. In addition to the matters specifically set forth herein, this Agreement is subject to all laws, rules, orders and regulations of the United States of America, the State of Texas, and the City of Amarillo. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the

State of Texas, and with respect to any dispute hereunder, jurisdiction and venue shall lie with the courts of Potter County, Texas. Should any party hereto retain counsel for the purpose of litigation to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all reasonable costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs incurred by such prevailing party.

8.4 Final Agreement. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

8.5 Approvals. Any approvals required from the parties in connection with this Agreement shall not be unreasonably withheld, conditioned or delayed.

8.6 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable term or provision had not been part of this Agreement.

8.7 Headings. The Section and Subsection entitlements hereof are inserted for convenience of reference only and in no way shall alter, modify or define, or be used in construing, the text of such Sections and Subsections.

8.8 Counterparts. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

8.9 Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Agreement.

8.10 Parties Bound. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED, this____day of_____, 2022.

VILLAGE COMMUNITIES DEVELOPMENT CORPORATION, a Texas non-profit public facility corporation

By:_____
Name: Antonio D. Williams
Title: Secretary & CEO

CITY OF AMARILLO, TEXAS, a Texas municipal corporation

By:_____
Name:
Title:

AGENDA ITEM NO. **2MM**

Amarillo City Council
Agenda Transmittal Memo

CITY MANAGER

Meeting Date	December 13, 2022	**Council Priority**	Fiscal Responsibility
Department	Solid Waste Collections/ 1431		
Contact	Donny Hooper, Director of Public Works		

Agenda Caption

CONSIDER AWARD – ANNUAL CONTRACT FOR 3-YARD DUMPSTER LIDS & DUMPSTER BOTTOMS
Award to: Impact Plastics for $200,500.00 (Line1- 1,000 Dumpster Bottoms)
Award to: Technology Plastics for $21,250.00 (Line 2- 1,000 Dumpster Lids)

Agenda Item Summary

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

Requested Action

Consider approval and award to lowest bidders meeting the required specifications, Impact Plastics & Technology Plastics in the amount of $221,750.00.

Funding Summary

Funding for this contract is budgeted in fund 1431.68630- R & M- Dumpster Boxes. No state or federal will be utilized for purchasing this equipment

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of this purchase.

Bid No. 7357 Dumpster 3yd Lids and Bottom Outs Annual Contract
Opened 4:00 p.m., October 27, 2022

To be awarded by line item.	IMPACT PLASTICS		TECHNOLOGY PLASTICS		ROLLOFFS USA	
Line 1 48 X 58, 8" Bottom Inserts, all Steel to be 12 Guage, per specifications						
1,000 ea						
Unit Price	$200.500				$325.000	
Extended Price		200,500.00		-		325,000.00
Line 2 Rear Load Lid, Dumpster lid made from UV resistant Material, Lid has 2 1/4" Curvature and 1/4" Thickness, per specifications						
1,000 ea						
Unit Price	$14.500		$21.250		$27.000	
Extended Price		14,500.00		21,250.00		27,000.00
Bid Total		215,000.00		21,250.00		352,000.00
Award by Vendor		$ 200,500.00		$ 21,250.00		
City		ELGIN, IL		BRYAN, TX		

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Fiscal Responsibility
Department	Human Resources		
Contact	Mitchell Normand, Director of Human Resources		

Agenda Caption

Review and approval of the Stop Loss Insurance RFP #03-23 to Evolution Risk for the estimated annual amount of $466,480 for CY2023.

Agenda Item Summary

This is to award the City's Major Medical (Medical /Rx) Stop Loss Insurance to Evolution Risk for Plan Year 2023.

Requested Action

Requesting approval of a one-year contract (CY2022) for stop loss insurance coverage for $466,480 with Evolution Risk.

Funding Summary

1340/71100: 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 Evolution Risk for Plan Year 2023.

ZNN

RFP 03-23 STOP LOSS INSURANCE FOR THE CITY OF AMARILLO

Final Evaluation Compilation Criteria Ranking		Points Possible					Total Points Possible	Ranking	Comments
		Purchase Price: Purchase Price (including without limitation, as applicable to a particular category ofServices, Price Competitiveness, any extended rate, fee or financial guarantee, and other financial arrangements such as guaranteed cost contracts)	**Reputation of the vendor and of the vendor's goods and services:** Reputation of the Proposer and of the Proposer's services (including without limitation the proposer's references, and the financial strength, stature, stability, and condition of the proposer).	**Quality of the vendor's goods or services:** Quality of the Proposer's (including without limitation, as applicable to a particular category of Services, the quality of the service, staff experience, claims processing organization and procedures, management information reporting capabilities, and claims turnaround time).	**Extent to which the goods or services meet the City's needs:** Extent to which the services in a proposal meet the City's Needs, including without limitation, as applicable to a particular category of Services, responsiveness ot the terms, conditions, and specifications contained in this RFP, the willingness and ability of the Proposer to work well with the current claims administrators, Aetna for Medical Claims Administration and MaxorPlus effective 1/1/23 for Prescription Drug Administration.	**Vendor's Past Relationship with the City:** Past relationship of the Proposer with the City (In this regard, the non-existence of a prior relationship with the City will have a median value, with deductions or additions thereto for poor or good past relationships respectively).	**Any othe relevant factor(s) specifically listed in the request for proposals:** The completeness of the proposal, the impact on the ability of the City to comply with applicable laws and rules, if any, relating to historically underutilized businesses (However the City is not currently aware of any such laws or rules applicable in this instance).			
Vendor	120	15	60	60	30	15	100		
Elite Stop Loss Solutions ($750,000 deductible)	116.7	8	50	49	7	15	245.7	**4**	
Stealth Partner Group, LLC (QBE)	87.6	8.00	60.00	57.00	25.00	15.00	252.6	**3**	

Stealth Partner Group, LLC (Option 2 - PartnerRe)	84.0	8.00	60.00	48.00	15.00	15.00	230.0	**5**	
Stealth Partner Group, LLC (Option 3 - Evolution Risk)	120.0	8.00	60.00	58.00	15.00	15.00	276.0	**1**	
Stealth Partner Group, LLC (Option 4 - Berkshire Hathaway)	95.7	10.00	60.00	57.00	15.00	15.00	252.7	**2**	
Date: 12-6-22									

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Public Safety
Department	Emergency Management		
Contact	Max Dunlap, Acting Director of Emergency Management		

Agenda Caption

CONSIDER PURCHASE – FEDERAL OUTDOOR WARNING SIRENS FOR POTTER AND RANDALL COUNTIES
Award to: Federal Sign - $188,100.13 (TIPS #220105)

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

Agenda Item Summary

Federal Signal order of seven Federal Signal 508 outdoor warning sirens for Potter and Randall Counties. AAOEM will operate and maintain these sirens.

Requested Action

Consider approval of seven outdoor warning sirens for Potter County.

Funding Summary

This funding will be provided by Potter and Randall Counties.

Community Engagement Summary

N/A

Staff Recommendation

It is recommended that City Council approve the purchase of these outdoor warning sirens for Potter and Randall Counties. AAOEM will operate and maintain these sirens.

Bid No. 7391 FEDERAL SIGNAL SIREN PURCHASE FOR POTTER & RANDALL
Opened 4:00 p.m. November 14, 2022

To be awarded as one lot	FEDERAL SIGNAL	
Line 1 128DBC ROTATING ELECTROMECHANCIAL SIREN, 500HZ, per specifications		
2 ea		
Unit Price	$9,148.880	
Extended Price		18,297.76
Line 2 DIGITAL SIREN CONTROLLER, COLMPLETE WITH ENCLOSURES, NO RADIO/ RADIO READY, per specifications		
2 ea		
Unit Price	$5,610.320	
Extended Price		11,220.64
Line 3 ANTENNA, 450-470 MHZ, UHF, DIRECTIONAL TYPE, per specifications		
2 ea		
Unit Price	$365.600	
Extended Price		731.20
Line 4 POLE MPUNT ANTENNA BRACKET, HIGH WIND LOAD, per specifications		
2 ea		
Unit Price	$123.200	
Extended Price		246.40
Line 5 TRANSFORMER RECTIFIER PLUS, COMPLETE, per specifications		
2 ea		
Unit Price	$2,440.000	
Extended Price		4,880.00

Line 6 SIREN PLOE, STEEL, GALVANIZED DIRET BURIAL STD 50' LENGTH SHIP SEPARATELY, per specifications

2 ea		
Unit Price	$8,461.540	
Extended Price		16,923.08

Line 7 FREIGHT ZONE 2- US GROUND ONLY, per specifications

1 ea		
Unit Price	$2,308.100	
Extended Price		2,308.10

Line 8 128DBC ROTATING ELECTROMECHANICAL SIREN, 500HZ, per specifications

5 ea		
Unit Price	$9,148.880	
Extended Price		45,744.40

Line 9 DIGITAL SIREN CONTROLLER, COMPLETE WITH ENCLOSURES, NO RADIO, per specifications

5 ea		
Unit Price	$5,610.320	
Extended Price		28,051.60

Line 10 ANTENNA, 450-470 MHZ, UHF, DIRECTIONAL TYPE, per specifications

5 ea		
Unit Price	$365.000	
Extended Price		1,825.00

Line 11 POLE MOUNT ANTENNA BRACKET, HIGH WIND LOAD, per specifications

5 ea		
Unit Price	$123.200	
Extended Price		616.00

Line 12 TRANSFORMER RECTIFIER PLUS, COMPLETE, per specifications

5 ea		
Unit Price	$2,440.000	
Extended Price		12,200.00

Line 13 SIREN POLE, STEEL, GALVANIZED DIRECT BURAIL STD 50' LENGTH, SHIP SEPARATELY, per specifications

5 ea		
Unit Price	$7,857.140	
Extended Price		39,285.70

Line 14 FREIGHT ZONE 2- US GROUND ONLY, per specifications

1 ea		
Unit Price	$5,770.250	
Extended Price		5,770.25

Bid Total	188,100.13
Award by Vendor	$ 188,100.13
City	University Park, IL



AGENDA ITEM NO. **2PP**

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan		

Agenda Caption

CONSIDER APPROVAL /Job No. 530042 – Northeast Interceptor - Easements
Permanent Easement and Surface Damage and Restoration Agreement by and between Duane Zortman and the City of Amarillo, $100,000.00.

Agenda Item Summary

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

Requested Action

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

Funding Summary

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

Community Engagement Summary

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

Staff Recommendation

City Staff is recommending approval of the agreement.

SANITARY SEWER LINE EASEMENT

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

Effective Date:	On this date the last party to sign
Grantor	Duane Zortman
Grantor's Mailing Address:	1202 Chardonnay Blvd Amarillo, TX 79124
Grantee	City of Amarillo (and its employees, agents, contractors, successors, and assigns)
Grantee's Mailing Address:	P.O. Box 1971 Amarillo TX 79105-1971
Consideration:	$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Easement Property: A 100-foot wide parcel of land, being a 9.02 acre tract of land out of Section 45, Block 2, AB&M Survey, Potter County, Texas, more particularly described on the Exhibit "A" attached hereto and made a part hereof.

Easement Purpose: For the installation, construction, maintenance, operation, extension, repair, removal, replacement, and upgrade of public utilities, infrastructure, and appurtenances (collectively, the "**Infrastructure**") across the Easement Property.

Reservations from Conveyance: None.

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

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

Terms and Conditions:

1. *Duration of Easement.* The Easement is perpetual and irrevocable by Grantor.

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

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

(a) As part of the Easement, Grantee has the right to use the surface of the property that is adjacent to the Easement Property not to exceed an additional fifteen (15) feet in width (the "**Adjacent Property**") as may be reasonably necessary in order to carry out the Easement Purpose. However, Grantee must promptly restore the Adjacent Property to its previous physical condition if damaged by use of Grantee. Grantee may also use the Easement Property for ingress and egress to the Infrastructure.

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

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

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

(e) Grantee's responsibility for surface restoration, described above, is limited to one year from completion of the project or any future maintenance that might be required for the sanitary sewer pipeline. Grantor's remedy for surface damages is limited to Grantee's restoration responsibilities, described above, and any surface damages agreed upon by the parties.

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

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

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

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

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

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

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

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

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

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

Grantor:

By: _____
Duane Zortman

GRANTOR'S ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF POTTER §

This instrument was acknowledged before me on the 8th day of December, 2022, by Duane Zortman.

_____
Notary Public in and for the State of Texas

FRANKLIN SCOTT FLOW
Notary Public, State of Texas
Comm. Expires 06-15-2026
Notary ID 11253378

Grantee:
City of Amarillo, Texas

_____
By: Jared Miller, City Manager

GRANTEE'S ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF POTTER §

This instrument was acknowledged before me on the _____ day of November, 2022, by Jared Miller, City Manager.

_____
Notary Public in and for the State of Texas

SURFACE DAMAGE PAYMENT AND RESTORATION AGREEMENT

Effective Date:	On this date the last party to sign
Grantor:	Duane Zortman
Grantor's Mailing Address:	1202 Chardonnay Blvd. Amarillo, TX 79124
Grantee:	City of Amarillo, Texas
Grantee's Mailing Address:	P.O. Box 1971 Amarillo, TX 79105-1971

Easement Property: A 8.91 acre tract of land out of Section 45, Block 2, AB&M Survey, Potter County, Texas as described in the attached Exhibit A.

Recitals:

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

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

Agreement:

1. *Surface Damage Payment*. Grantee will pay to Grantor, in addition to any other consideration paid for the Easement, $100,000.00 as damages for use of the Easement Property. Grantor accepts the stated sum in full satisfaction of Grantee's obligation for surface damages.

2. *Surface Restoration*. Grantee will attempt to restore or replace, as applicable, any part of the surface of the Easement Property disturbed by Grantee, at Grantee's sole expense, to as near the original condition as practical.

(a) Grantee's obligation to restore the surface does not include the restoration, replacement, repair, or rebuilding of any fences removed or disturbed by Grantee. The cost of any restoration, replacement, or rebuilding of any fences removed or disturbed by Grantee is accounted for in the surface damage payment made in section 1 above.

(b) Grantee's obligation to restore the surface is limited to one occasion after completion of construction of one 100-foot pipeline in the Easement Property. The cost of any further restoration deemed necessary by Grantor is accounted for in the surface damage payment made in section 1 above.

(c) Grantor accepts the terms of this paragraph in full satisfaction of Grantee's obligation for surface restoration.

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

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

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

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

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

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

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

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

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

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

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

Grantor: **Grantee:**

By: Duane Zortman

Duane Zortman

Title: _____

Date signed: 09/08/22

City of Amarillo, Texas

By: _____

Jared Miller, City Manager

Date signed: _____

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Infrastructure
Department	Facilities Department		
Contact	Jerry Danforth, Facilities Director		

Agenda Caption

CONSIDER AWARD – SECURITY CAMERA PACKAGE FOR THE NEW TRANSIT MULTIMODAL TERMINAL LOCATED AT 6TH AVENUE & BOWIE ST IN AMARILLO TEXAS
(Contact: Jerry Danforth, Facilities Director)
Award to: Graybar -- $63,319.45

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

Agenda Item Summary

This bid is for the purchasing contract to Graybar for the new security camera package for the New Transit Multimodal Terminal located at 6th Avenue & Bowie St in Amarillo Texas. The new Transit Multimodal Terminal is a continuation of the 2016 Transit Master Plan to revitalize the system. The terminal will provide City of Amarillo Transit department an opportunity to enhance safety and services provided to customers in a more convenient location to stage for travel within the City.

Requested Action

Consider approval and award of the purchase of the Security Camera Package from Graybar for the amount of $63,319.45.

Funding Summary

Funding for this project is provided through a combination of federal grants and local match requirements **(City Job Numbers: 411755.17400.1040)**

Community Engagement Summary

This project is Federally Grant funded.

Staff Recommendation

Staff recommends approval of the purchase for the security camera package for the New Transit Multimodal Terminal located at 6th Avenue & Bowie St in Amarillo Texas.

7411 TRANSIT TERMINAL BUILDING SECURITY CAMERA PACKAGE
Opened 4:00 p.m. November 23, 2022

To be awarded as one lot	GRAYBAR	
Line 1 Security Camera Package, per specifications		
1 ea		
Unit Price	$63,319.450	
Extended Price		63,319.45
Bid Total		63,319.45
Award by Vendor		$ 63,319.45
City		Amarillo, TX

200

AGENDA ITEM NO. 3A

Amarillo City Council Agenda Transmittal Memo

AMARILLO ECONOMIC DEVELOPMENT

Meeting Date	December 13, 2022	**Council Pillar**	Economic Development and Redevelopment
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter, President and CEO		

Agenda Caption

CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND JAX TRANSPORT, LLC

This item considers the approval of a Location Incentive Agreement (LIA) between Amarillo Economic Development Corporation (AEDC) and Jax Transport, LLC (JAX). Under the LIA, AEDC will provide Jax $3,000,000.00, paid out over 5 years and based on a 10-year performance term, for the creation of up to 200 jobs, and AEDC will reimburse Jax for $300,000.00 toward the cost of the new facility as the funds are expended.

Agenda Item Summary

Jax Transport, LLC

Highlights of the project include:

- $2.5 MM estimated improvements & equipment
- 200 new employees projected
- $13,000,000 new annual payroll projected
- Incentive of $3,000,000 for job creation paid over 5 years as they are created
- Reimbursement of $300,000 for construction cost in lieu of land conveyance

AEDC will provide Jax Transport, LLC $3,000,000 for the creation of up 200 FTE's. These funds will be paid out over 5 years and will be based on a 10-year performance term. AEDC will also reimburse $300,000 toward the cost of the new facility as the funds are expended.

Based on the level of capital investment, full-time jobs created, and projected payroll, the AEDC Board of Directors approved the LIA on November 14, 2022, with a 4-0 vote with 1 abstention.

Requested Action

Approval of the Location Incentive Agreement as presented.

Funding Summary

$3,000,000 for Job Incentive and $300,000 in Construction Reimbursement.

Staff Recommendation

AEDC Board approved location incentive agreement 4-0 with 1 abstention on November 14, 2022. AEDC staff is recommending approval of the Location Incentive Agreement.

LOCATION INCENTIVES AGREEMENT
by and between
AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and
JAX TRANSPORT, LLC

This Agreement, entered into effective as of the 1st day of January, 2022 ("**Effective Date**"), is by and between the **AMARILLO ECONOMIC DEVELOPMENT CORPORATION** ("**Amarillo EDC**"), a Texas corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas, and **JAX TRANSPORT, LLC**, a Texas limited liability company, with its principal place of business in Randall County, Texas and its Affiliates ("**Jax**").

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

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

Jax is in the business of ground transportation and conducts such operations from the Facility (defined below), transporting products and goods to distributors, retailers, customers, and consumers throughout the United States. **Jax** desires to expand Amarillo Operations in order to further take advantage of the desirable business operating environment in Amarillo, an environment that provides lower operating costs than many other metropolitan areas and a highly motivated, well-educated, productive workforce of a size **Jax** believes is capable of supporting expansion of Amarillo Operations.

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

The following defined terms will be used and shall apply in this Agreement:

Defined Term	Definition
Affiliate	Any entity which has at least 50% common equity ownership and/or common beneficial ownership and control as **Jax** and that executes and delivers to **Amarillo EDC**, in form and substance reasonably satisfactory to **Amarillo EDC**, an agreement to be bound by the reporting requirements of this Agreement.
Amarillo Operations	**Jax's** and its Affiliates' ground transportation activities provided primarily at or from the Facility with jobs categorized primarily in NAICS Sector Number 48
CapEx	Funds expended by **Jax** for the construction, renovation, or expansion of the Facility (excluding furniture, fixtures, and equipment located thereon)
Date One	December 31, 2022
Date Two	December 31, 2023
Date Three	December 31, 2024
Date Four	December 31, 2025
Date Five	December 31, 2026
Date Six	December 31, 2027
Date Seven	December 31, 2028
Employee	Employees of **Jax** and its Affiliates engaged on behalf of **Jax** or its Affiliates in Amarillo Operations at or from the Facility and who maintain a permanent residence within 100 miles of the 79101 zip code
Expansion Grant	As more particularly described in Section 2
Expansion Increment	Each **full** increment of five FTEs **and** $325,000 in Payroll maintained in Amarillo Operations over and above the FTE Floor and Payroll Floor, respectively; provided, however, the term will not include increments beyond 200 FTEs or $13,000,000 in Payroll, in the aggregate
Facility	A commercial complex to include transportation, warehousing and distribution facilities, and commercial and industrial offices for use by Jax and its Affiliates, and by other commercial and industrial tenants, and related improvements (whether one or multiple structures or locations) located or to be constructed on the Property

Defined Term	Definition
FTE	An Employee, to be counted as one FTE, will be any Employee who has either: (i) logged at least 91,000 miles in Amarillo Operations[1] during a Performance Year. Employees logging more than 91,000 miles in Amarillo Operations in a year will be counted as one FTE. Part-time Employees for a year will be treated as partial FTEs for the year and will be calculated by dividing the number of miles logged for each Employee logging less than 91,000 miles by 91,000 and rounding to the nearest one-hundredth place; or (ii) worked 1,820 hours or more in Amarillo Operations during a Performance Year; provided, however, paid time off (whether for vacation, illness, bereavement, maternity/paternity, or other reason) will be included in hours worked for purposes of this definition of FTE, if represented on a Payroll and FTE Report (defined below). Employees working more than 1,820 hours in a year will be counted as one FTE. Part-time Employees for a year will be treated as partial FTEs for the year and will be calculated by dividing the number of hours actually worked for each Employee working less than 1,820 hours by 1,820 and rounded to the nearest one-hundredth place. The above criteria are in the alternative and no Employee who counts as a full or partial FTE under criteria (i) may also be counted under criteria (ii) (and vice versa). Full-time but less than full year Employees will be treated as partial FTEs and calculated as part-time Employees. In no event may any one person count as more than one FTE for any year. The total of full-time FTEs and partial FTEs will constitute the total FTEs for the year.
FTE Floor	121 FTEs in Amarillo Operations
Payroll	Total Gross Wages (as defined by and reportable to the Texas Workforce Commission) paid to Employees; provided, however, that the following components of compensation will be includable in Payroll: salary, hourly wages, and bonuses paid to Employees
Payroll Floor	$9,700,000 in Payroll in Amarillo Operations
Performance Year	Each 12-month period ending on Date One through Date Seven
Property	That certain approximately 46.58 acre tract of land in Randall County, Texas consisting of PRAD Property ID Nos. 205000 and 205004.

[1] The parties stipulate that only the driver Employee may log miles for FTE purposes. That is, no passenger may log miles for FTE purposes.

NOW THEREFORE, in consideration of these presents, which are made a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Purpose, Amount, and Terms of Incentives Package**.

a. **Jax** hereby requests, and **Amarillo EDC** hereby agrees to provide, cash incentives under the terms and conditions of this Agreement. **Jax** acknowledges that there are one or more potential repayment obligations to **Amarillo EDC** under the terms of this Agreement.

b. The consideration to be paid, advanced or expended by **Amarillo EDC** includes: (i) up to $3,000,000 in cash as job creation grants to be provided, subject to **Jax's** qualification therefore, in installments as more specifically set out in this Agreement; and (ii) up to $300,000 in payments to the Contractor (defined below) for construction, expansion, or renovation of the Facility, in installments as more specifically set out in this Agreement. The funds described in Section 2 are being made available to **Jax** for expanding Amarillo Operations and will be disbursed to or on behalf of **Jax** in accordance with the terms of this Agreement, against delivery of all documents or instruments required under this Agreement. The job creation Expansion Grant incentives and the up to $300,000 in payments for construction, expansion, or renovation of the Facility are not contingent upon each other and a failure to satisfy obligations for one incentive does not invalidate qualification for the other incentive provided all criteria therefor have been met.

c. Shane Redline agrees to execute and deliver that certain guaranty for the benefit of **Amarillo EDC** in the form of Exhibit A (***Guaranty***). The full execution and delivery of the Guaranty is a precondition to **Amarillo EDC's** obligations under this Agreement.

2. **Incentive Opportunities for Jax's Expansion of Amarillo Operations**.

a. From and after the Effective Date, **Jax** agrees to use its best efforts to expand Amarillo Operations, creating new FTEs and increasing Payroll. Provided **Jax** qualifies under the terms of this Section 2, **Amarillo EDC** will pay to **Jax** one or more expansion grant installment payments under the terms of this section (each an "**Expansion Grant**" and together the "**Expansion Grants**").

b. Each Expansion Grant will be up to $75,000, payable in five annual installments of up to $15,000 each, subject to reduction as described in Section 2(c). **Jax** will be eligible for one Expansion Grant for each full Expansion Increment newly created prior to Date Three. **Jax** agrees to maintain each Expansion Increment in Amarillo Operations for a four-year period beginning immediately after the Performance Year in which each such Expansion Increment was originally created. So, if the first full Expansion Increment is newly created in the year ending on Date One, the four-year Expansion Grant retention requirement for such increment begins on January 1, 2023. **No Expansion Increment will be deemed to have been created**

unless and until both the full 5 FTEs and $325,000 in Payroll for such Expansion Increment have been newly created.

c. The first of five annual Expansion Grant installments called for under Section 2(b) will be due after the Performance Year in which a full Expansion Increment is first newly created. For each of the four years thereafter, if **Jax** maintains both the additional 5 FTEs and $325,000 in Payroll related to such Expansion Increment, there will be no deduction from the Expansion Grant installment amount due under Section 2(b) for such year and Expansion Increment. If **Jax** fails to maintain one or both of the FTE or Payroll amounts related to an Expansion Increment in any of the four (4) Performance Years following the Date on which an Expansion Increment is newly created, the Expansion Grant installment related to such year and Expansion Increment will be reduced or eliminated altogether, as follows:

1. Should **Jax** meet only one of either the FTE or Payroll amounts required (5 for FTEs and $325,000 for Payroll) related to an Expansion Increment in a Performance Year, and miss the other target by no more than ten percent (10%), the Expansion Grant installment called for under Section 2(b) for such year will be calculated as follows: $15,000 X (Actual amount of FTEs or Payroll maintained [using the figure that fell short of the required amount] related to such Expansion Increment / [5 if FTEs fell short or $325,000 if Payroll fell short]).

2. There will be no Expansion Grant installment due for any Performance Year under Section 2(b) if either: (i) **Jax** meets only one of either the FTE or Payroll amounts required related to an Expansion Increment (again, being 5 FTEs and $325,000 in Payroll for each Expansion Increment), and misses the other target by more than ten percent (10%); or (ii) **Jax** fails to achieve (by any margin) both the FTE or Payroll amounts required related to such Expansion Increment.

No level of future performance by **Jax** will give rise to a payment obligation of **Amarillo EDC** related to prior deductions from Expansion Grant payments. The denominator of the fraction in Section 2(c)(1) will only ever be 5 or $325,000, depending on whether the additional FTE or Payroll requirement was missed for such year.

d. The Payroll and FTE Reports (as they may be adjusted following an audit by **Amarillo EDC**) required to be provided by **Jax** under Section 5 will be used to measure whether an Expansion Increment has been newly created, and whether it has been maintained. Each payment from **Amarillo EDC** required under this Section 2 will be payable within thirty (30) days of **Amarillo EDC's** receipt and approval of each Payroll and FTE Report (defined below) or other report or back-up documentation reasonably acceptable to **Amarillo EDC** establishing **Jax's** right to such payment.

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

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

3. **Construction Payments; Deed of Trust Lien**.

a. The parties agree that an Affiliate of **Jax**, Redline Cattle, LLC, a Texas limited liability company ("**Land Affiliate**") has or may take title to the Property instead of **Jax** and, in such event, the Land Affiliate must execute and deliver to **Amarillo EDC** a written agreement, in form and substance reasonably satisfactory to **Amarillo EDC**, including the Land Affiliate's joint and several, continuing, and irrevocable guaranty of the payment of the potential repayment obligations of **Jax** in Section 3(c). In such event: (i) all references to **Jax** with respect to the AEDC lien (defined below), title to the Property, and payment of amounts described in Section 3(b), shall instead mean and refer to the Land Affiliate; and (ii) the potential payment obligation under Section 3(c) shall be owed jointly and severally by **Jax** and the Land Affiliate.

b. **Jax** shall promptly provide to **Amarillo EDC** a fully executed construction contract with the general contractor of **Jax's** choosing ("**Contractor**") providing for the construction, renovation, or expansion of the Facility on the Property, along with all plans and specifications relating to such contract that **Amarillo EDC** may request. **Jax** shall ensure that the construction contract provides a mechanism by which **Amarillo EDC** may pay directly to such contractor, on behalf of **Jax**, the first $300,000 of properly submitted and approved draw requests, pay applications, or similar documentation from the contractor under such contract. Subject to Section 3(e), below, **Amarillo EDC** agrees to timely pay to or on behalf of **Jax** the first $300,000 in such draw requests, against receipt of documents and proof reasonably requested by **Amarillo EDC** in connection therewith. In no event shall **Amarillo EDC** be or become liable for any obligations under such construction contract, except as specifically set forth herein and **Jax** agrees to execute and deliver, and cause its construction contractor to execute and deliver, to **Amarillo EDC** all written assurances of same reasonably requested by **Amarillo EDC**.

c. **Jax** agrees to cause the construction of the Facility to commence within six (6) months of the full execution and delivery hereof[2] and expend at least $2,000,000[3] ("**CapEx Requirement**") in CapEx on the Facility within twenty-four (24) months of the full execution and delivery hereof ("**CapEx Deadline**"). Subject to Section 3(d), below, **Jax** agrees to repay all amounts expended by **Amarillo EDC** under Section 3(b), above, on or before nineteen (19) months of the full execution and delivery hereof. Within fifteen (15) days after the expenditure of the CapEx Requirement or the CapEx Deadline, whichever occurs first, **Jax** must provide to **Amarillo EDC** a written report establishing the amount of CapEx expended on the Facility, together with such backup documents and information as **Amarillo EDC** may reasonably request.

[2] Established as the last date this Agreement is signed as indicated on the signature page hereof.
[3] Including the up to $300,000 that may be funded by **Amarillo EDC** under Section 3(b).

d. Notwithstanding anything else herein to the contrary, the amount to be repaid by **Jax** may be reduced under the terms of this Section 3(d). If CapEx exceeds the CapEx Requirement by the CapEx Deadline, the full amount of **Jax's** potential payment obligation under Section 3(c) will be forgiven. If CapEx by the CapEx Deadline exceeds $1,750,000, **Jax** will instead receive a credit towards the repayment obligation under Section 3(c) in an amount calculated as the amount expended by **Amarillo EDC** under Section 3(b) multiplied by a fraction, the numerator of which is the CapEx expended by the CapEx Deadline and the denominator is the CapEx Requirement. If CapEx by the CapEx Deadline is less than $1,750,000, **Jax** must pay to **Amarillo EDC** the full amount expended by **Amarillo EDC** under Section 3(b), above. In no event will the calculations in this Section 3(d) ever give rise to an affirmative payment obligation of **Amarillo EDC**.

e. To secure **Jax's** potential payment obligation under Section 3(c), **Jax** will, contemporaneously with its execution and delivery of this Agreement to **Amarillo EDC**: (i) provide a full surveyed legal description of the Property which will, upon **Amarillo EDC's** acceptance, which may not be unreasonably withheld, become the legal description of the Property for purposes of this Agreement; and (ii) execute and deliver that certain Deed of Trust in the form of Exhibit B hereto. **Amarillo EDC** agrees to reasonably subordinate the lien under such Deed of Trust ("**AEDC Lien**") to such liens securing construction and permanent financing of **Jax's** purchase of or improvements to the Property (excluding future advances not made to finance the original construction of the Facility or the original permanent financing after construction) which subordination will be evidenced and reflected by a Subordination Agreement in form and content reasonably acceptable to **Amarillo EDC**. **Jax** represents and warrants that **Jax's** other secured lenders will consent to the AEDC Lien, such consent is a pre-requisite to **Amarillo EDC's** obligations under Section 3(b), above, and **Jax** will take all steps necessary or appropriate to cause the recording of the Deed of Trust evidencing the AEDC Lien contemporaneously with **Jax's** closing on the purchase of the Property. .

f. Provided **Jax** has timely commenced construction as provided in Section 3(c), above, the AEDC Lien will be released upon the first of the following to occur: (i) qualification under the terms of Section 3(d) for full forgiveness of the payment obligation in Section 3(b); or (ii) payment by **Jax** to **Amarillo EDC** of the payment obligation in Section 3(b) as calculated under the terms of Section 3(d).

4. **Potential Expansion Grant Repayment Obligation of Jax**.

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

b. For purposes of this Section 4, a cessation of Amarillo Operations will be conclusively deemed to have occurred if (i) **Amarillo EDC** reasonably determines that Amarillo Operations have been permanently discontinued; (ii) **Jax** fails to timely provide the reports required under this Agreement for more than one Performance Year, subject to the notice and opportunity to cure process in Section 9; or (iii) for any year in which **Jax** is eligible for a payment under this Agreement, **Jax** maintains less than either the FTE Floor or Payroll Floor in Amarillo Operations. A temporary halt, temporary delay, business disruption, or similar occurrence lasting less than forty-five (45) consecutive days, whether or not caused by a force majeure event, does not on its own constitute a cessation of operations.

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

a. On or before February 28 immediately following each Performance Year, **Jax** will and will cause each Affiliate with Employees engaged in Amarillo Operations to, without demand or other request therefor, complete and provide to **Amarillo EDC** a written certificate signed by an authorized corporate officer of **Jax** or the applicable Affiliate on the form attached hereto as Exhibit C, for the immediately preceding Performance Year, together with all four employer's quarterly reports submitted to the Texas Workforce Commission ("**TWC**") and a spreadsheet containing a list of Employees, the number of miles logged or hours worked, as applicable, in Amarillo Operations by each Employee in such Performance Year, FTEs that each Employee represents for such year (in no event may any one person count as more than one (1) FTE for any year), Payroll received by each Employee during such year, and a total aggregate number of FTEs maintained and Payroll paid in Amarillo Operations during such year (each a "**Payroll and FTE Report**"). The Payroll and FTE Report, all TWC reports, and any backup documents or information provided therewith must be clearly marked to indicate any Employees who were not primarily engaged in Amarillo Operations during the applicable Performance Year or did not maintain a permanent residence within a 100-mile radius of the 79101 zip code for a majority of such Performance Year. All reporting under this Agreement must be sent by email to reporting@amarilloedc.com and to such other addresses as **Amarillo EDC** may from time-to-time designate in writing.

b. **Jax** and any applicable Affiliate also will allow **Amarillo EDC** and its agents to reasonably examine **Jax's** and such Affiliates' records necessary to verify employment in Amarillo Operations should **Amarillo EDC** so request. **Amarillo EDC** understands that such information will be for **Amarillo EDC's** use solely to confirm the accuracy of reports required hereunder and to enforce **Amarillo EDC's** rights under this Agreement. Subject to the Public Information Laws (defined below), **Amarillo EDC** agrees that such review and examination will be subject to reasonable confidentiality safeguards (including, without limitation, the execution and delivery by **Amarillo EDC** and/or its agents, as appropriate, of a reasonable and mutually agreeable confidentiality agreement) and that a **Jax** representative will have the right to accompany **Amarillo EDC** or its agents during such review. **Amarillo EDC** or its agents, as appropriate, will be allowed to make and retain copies or transcriptions of **Jax** records reviewed under this Section

5(b). Any inspection will be done with at least five days' advance notice to **Jax**, will occur during normal working hours, and will continue from day-to-day until complete.

c. **Jax** will provide reports on a timely basis to **Amarillo EDC**, as provided above, and failure to do so may, in the discretion of **Amarillo EDC**, constitute a condition of default under this Agreement, subject to the notice and opportunity to cure process in Section 9. In the event **Jax** discovers any Payroll and FTE Report overstated FTEs or Payroll, **Jax** will immediately notify **Amarillo EDC** of such inaccuracy and immediately provide a substitute Payroll and FTE Report, highlighting each item of information which was inaccurate. If such replacement report or the results of any audit under Section 5(b), above, establishes that **Jax** received a payment under this Agreement that it was not entitled to receive, in addition to any other rights or remedies of **Amarillo EDC** hereunder, **Jax** will immediately repay such amount to **Amarillo EDC** with interest at eight percent (8%) per year since the date of such improper payment.

d. To qualify as an Affiliate of **Jax** under this Agreement, each such Affiliate must execute and deliver to **Amarillo EDC** a written agreement including such terms as **Amarillo EDC** reasonably deems appropriate, including without limitation an agreement by such Affiliate to be bound by the terms of this Section 5 and to have an authorized corporate officer certify all reports required hereunder as true and correct to **Amarillo EDC**. The qualification of any third-party as an Affiliate under this Agreement will in no way alter the incentive payment procedures under this Agreement.

e. The tranche or increment of FTEs and Payroll on which each Expansion Increment is measured will rise with the establishment of each Expansion Increment. Similarly, the expiration of the four-year retention period for the annual Expansion Grant payments under Section 2(c) related to any Expansion Increment will not alter or affect the tranche or increment of FTEs and Payroll used to determine qualification for an Expansion Grant installment.

f. The Payroll and FTE Reports, as confirmed or modified by an audit by **Amarillo EDC** allowed under this Agreement, will be used to determine **Jax's** qualification for any Expansion Grant installments under Section 2(c) and the repayment obligation under Section 5(c).

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

a. JAX Transport, LLC is a for-profit limited liability company, duly organized and existing in good standing under the laws of the State of Texas.

b. The expansion of Amarillo Operations has been duly authorized by the Board of Managers or equivalent governing authority of **Jax** and this Agreement and the

performance by **Jax** of its obligations under this Agreement are not in contravention of any law, rule or regulation or of the provisions of **Jax's** certificate of formation or Company Agreement (or similar formation or governing document), or of any agreement or instrument to which **Jax** is a party or by which it may be bound.

c. In the 12-month period ending on September 30, 2021, **Jax** maintained FTEs and Payroll in Amarillo Operations no greater than the FTE Floor and Payroll Floor, respectively.

d. No litigation or governmental proceeding is pending, or, to the knowledge of any of **Jax's** officers, threatened against or affecting **Jax**, which may result in a material adverse change in **Jax's** business, properties, or operations sufficient to jeopardize **Jax** as a going concern.

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

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

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

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

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

c. To the best of its knowledge and belief, the Public Information Laws require this Agreement to be subject to public disclosure. All or parts of the FTE and Payroll Reports required to be provided hereunder, in addition to other documents in **Amarillo EDC's** file or otherwise subject to its control relating to **Jax** or an Affiliate may also be subject to public disclosure. **Amarillo EDC** will, for so long as it has documents or information that may be

confidential or proprietary to **Jax** or an Affiliate, use commercially reasonable means available to it under the Public Information Laws to allow **Jax** or the applicable Affiliate to seek to protect its confidential or proprietary information from public disclosure. For reference, the Texas Public Information Act allows **Amarillo EDC** to do so under Texas Government Code Section 552.305, and as required by that section, **Amarillo EDC** will make a good faith effort to notify **Jax** or the applicable Affiliate of any request involving its information.

8. **Force Majeure**. If, by reason of force majeure, such as war, riot, sabotage, blockage, embargo, failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority, labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; pandemic; epidemic; government lockdown or quarantine; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty, any party is reasonably unable to fulfill its obligations under this Agreement, such party will use reasonable and diligent effort to rectify the situation within a reasonable time, which period will, in no event, be longer than three (3) months, and which period will be added to any scheduled period or deadline hereunder. A force majeure event pauses a party's performance obligation for the duration of the event, subject to the limit in this Section 8, but does not excuse it.

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

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

b. The appointment of a receiver of **Jax**, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

c. The filing by **Jax** of a petition to be adjudged bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

d. The failure of **Jax** to pay or perform any of its obligations under this Agreement within the time periods required by this Agreement.

e. Any material misrepresentation or materially inaccurate report, whether or not knowingly or intentionally provided, of **Jax** to **Amarillo EDC**; provided that inaccuracies in any Payroll and FTE Report will be "material" only if such reports over-stated FTE or Payroll levels by more than two and one-half percent (2.5%).

In addition to any other remedy available by law, should any of these conditions not be

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

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

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

For Amarillo EDC

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

With a copy (which will not constitute notice) to

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

For Jax

Attn: Shane Redline, President
JAX Transport, LLC
7600 FM 1541
Amarillo, Texas 79118
Email: Shane@jaxtrans.net

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

12. **Amarillo EDC Board and City Council Approval**. This Agreement is part of a Project (as defined in Chapters 501 and 504 of the Texas Local Government Code). If the Project is not approved by the Board of Directors of the **Amarillo EDC** and the City Council of the City of Amarillo, Texas by October 31, 2022, this Agreement will terminate without further obligations upon **Amarillo EDC** or **Jax**.

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

14. **Certification Regarding Undocumented Workers**.

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

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

15. **Signatures**. This Agreement may be executed in counterparts and, if so executed, will be valid, binding, and have the same effect as if all the parties hereto actually joined in and executed one and the same document. Facsimile, scanned, and electronic signatures will be treated as originals for all purposes.

16. **Severability**. In case any one or more of the provisions contained in this Agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By:_____ DATE SIGNED:_____
Kevin Carter, President and CEO

JAX TRANSPORT, LLC

By:_____ DATE SIGNED:_____
Shane Redline, President

By signing below, the Land Affiliate agrees to be bound by the terms of this Agreement as if it were a named party hereto, including without limitation as described in Section 3(a) and with respect to the reporting requirements of Section 5 hereof.

REDLINE CATTLE, LLC

By:_____
Shane Redline, President

EXHIBIT A
GUARANTY FOR THE BENEFIT OF
AMARILLO ECONOMIC DEVELOPMENT CORPORATION

Specification of Obligations Guaranteed. By written agreement entitled Location Incentives Agreement (the ***Agreement***) by and between **AMARILLO ECONOMIC DEVELOPMENT CORPORATION** (***Amarillo EDC***) and **JAX TRANSPORT, LLC**, a Texas limited liability company (***Jax***) dated January 1, 2022, **Amarillo EDC** and **Jax** entered into an agreement to induce **Jax** to expand Amarillo Operations as therein defined. As inducement for **Amarillo EDC** to enter into such Agreement, the Agreement provides that the undersigned (together if more than one, jointly and severally, ***Guarantor***) must guarantee performance of the obligations of **Jax** under the Agreement, which is incorporated herein by reference and made a part hereof for all purposes.

Consideration. In consideration of the mutual promises and agreements contained in the Agreement, and to induce **Amarillo EDC** to enter into the Agreement, **Guarantor** hereby undertakes this unconditional Guaranty.

Guaranty by Guarantor. For the consideration recited above, and in compliance with the requirements of the Agreement, **Guarantor** does hereby guarantee to **Amarillo EDC**, its successors and assigns, as provided herein the due and punctual payment and performance by **Jax** of **Jax's** obligations contained in the Agreement. This Guaranty will only expire when all obligations of **Jax** have been performed in accordance with the Agreement. As from the expiration of this Guaranty, the **Guarantor** will have no further obligations or liability under this Guaranty, whether or not this Guaranty is returned to the **Guarantor**. Nothing herein will, however, be construed as imposing greater obligations and liabilities on **Guarantor** than are imposed on **Jax** under the Agreement.

Guaranty of Payment. This is an unconditional and continuing guaranty of payment and performance to **Amarillo EDC**, its successors and assigns, and not just a guaranty of collection. **Amarillo EDC** may enforce **Guarantor's** obligations hereunder without first suing or enforcing its rights or remedies for an uncured default against **Jax** or against any other guarantor and if an action for enforcement is brought directly against **Guarantor**, **Guarantor** will be entitled to all defenses available to **Jax**. Alternatively, **Amarillo EDC** may enforce the Agreement obligations against **Jax**, any final judgment for which will be covered by this Guaranty and enforceable against Guarantor. If **Amarillo EDC** recovers a final, unappealable judgment against **Jax, Guarantor** will not be entitled to assert any defense to the payment of such judgment or recovery, whether or not such defense could be separately asserted by **Guarantor** as a guarantor, so long as **Guarantor** was not prevented by **Amarillo EDC** from intervening in any action brought by **Amarillo EDC**. Performance by **Guarantor** under the terms of this Guaranty will in no event excuse or alleviate performance by **Jax** of any other obligation under the terms of the Agreement not so performed by **Guarantor**, provided, however, **Amarillo EDC** will not be entitled to double recovery.

Continuation of Guaranty in Regard to Specific Events. **Guarantor** hereby consents and agrees to and acknowledges that its obligations hereunder will not be released or discharged by the following: (a) the modification or alteration of the Agreement; (b) any forbearance or compromises granted to **Jax** by **Amarillo EDC**; or (c) the insolvency, bankruptcy, liquidation, dissolution, or reorganization of **Jax**. Failure by **Amarillo EDC** to exercise its rights herein will not operate as a waiver of the default or any other default thereafter. **Guarantor's** guaranty obligations will not be released, diminished, or discharged by any permitted assignment or subletting by **Jax**, or by the acquisition or merger or consolidation of **Jax**, or the acquisition of some or all of **Jax's** assets by any person or entity.

Guarantor's Representations and Warranties. **Guarantor** represents and warrants the following:

a. He is an individual resident of the State of Texas;

b. He has all requisite power and authority to enter into this Guaranty and to carry out the terms and provisions of this Guaranty and **Guarantor's** responsibilities specified in the Agreement;

c. The execution of this Guaranty is not in contravention of any law, rule or regulations or of any agreement or instrument to which he is a party or by which he may be bound;

d. No action, proceeding, or investigation is pending or threatened which in any way prevents or interferes with or adversely affects his ability to enter into and perform under this Guaranty, or his ability to meet his obligations under this Guaranty; and

e. He is an equity owner or affiliate of **Jax** and has received or will receive direct or indirect consideration from the Agreement and the making of this Guaranty; he is familiar with the financial condition of **Jax**; and **Amarillo EDC** has made no representations to him in order to induce him to execute this Guaranty other than as set forth in the Agreement.

Attorneys' Fees and Costs of Litigation. **Guarantor** agrees to reimburse **Amarillo EDC** for all expenses reasonably incurred in the enforcement of this Guaranty, including, but not limited to, reasonable attorneys' fees and court costs.

Notification. All notifications required under and/or having to do with this Guaranty must be made to the following:

For **Amarillo EDC**:

Amarillo Economic Development Corporation
Attn: Kevin Carter, President and CEO
600 S. Tyler, Suite 1600

Amarillo, TX 79101

For **Guarantor**:

Shane Redline
7600 FM 1541
Amarillo, TX 79118

Place of Performance of Guaranty. This Guaranty, performable by **Guarantor** in Amarillo, Potter County, Texas, embodies the entire agreement between the parties hereto, and supersedes all prior agreements, conditions and understandings, if any, related to the subject matter hereof. This Guaranty may be amended only by a written instrument executed by **Guarantor** and **Amarillo EDC**. The substantive laws of the State of Texas govern the validity, construction, enforcement and interpretation of this Guaranty.

Signatures. This Guaranty may be executed in counterparts and, if so executed, will be valid, binding, and have the same effect as if all the parties hereto actually joined in and executed one and the same document. Facsimile, scanned, and electronic signatures will be treated as originals for all purposes.

EXECUTED this ____ day of _____, 2022.

Guarantor:

_____
Shane Redline

ACCEPTED:

Amarillo Economic Development Corporation

By:_____
Kevin Carter, President and CEO

EXHIBIT B
DEED OF TRUST

Date: _____, 2022

Grantor: REDLINE CATTLE, LLC, a Texas limited liability company

Grantor's Mailing Address (including county):

7600 FM 1541
Amarillo, Texas 79118

Trustee: JOHN B. ATKINS

Trustee's Mailing Address (including county):

500 South Taylor, Suite 1200, LB 233
Amarillo (Potter County), Texas 79101

Beneficiary: AMARILLO ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation

Beneficiary's Mailing Address (including county):

600 S. Tyler, Suite 1600
Amarillo (Potter County), Texas 79101

LIA: Location Incentives Agreement between Grantor's affiliate, JAX TRANSPORT, LLC (***JAX***), and Beneficiary dated January 1, 2022

Terms of Payment: As provided under the LIA.

Property: As described on Exhibit A, attached.

Prior Liens: _____

Other Exceptions to Conveyance and Warranty:

This Property is subject to all easements, rights-of-way, and prescriptive rights, whether of record or visible and apparent; all presently recorded restrictions, reservations, covenant conditions, municipal zoning restrictions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners of any walls and fences situated on a common boundary; any discrepancies,

conflicts, or shortages in area or boundary lines, and any encroachments or overlapping of improvements.

For value received and to secure payment of any and all obligations of JAX under the LIA (collectively, the ***Obligations***), Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property. If Grantor performs all the covenants and satisfies all the Obligations, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Subject to the terms and conditions of the LIA, Grantor agrees to:

1. keep the Property in good repair and condition, reasonable wear and tear excepted;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this Deed of Trust;
4. maintain an insurance policy evidenced by a certificate of insurance that:
    a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
    b. provides fire and extended coverage, including windstorm coverage;
    c. protects Beneficiary with a standard mortgage clause;
    d. provides flood insurance at any time the property is in a flood hazard area; and
    e. contains such other coverage as Beneficiary may reasonably require;
5. deliver evidence of insurance in the form of a certificate of insurance to Beneficiary and deliver renewals to Beneficiary within thirty days of renewal of the policy;
6. keep any buildings occupied as required by the insurance policy; and
7. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds from the LIA are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. If there shall occur any insured damage to or destruction of the Property or any part thereof, and if (i) in the judgment of Grantor's engineers the Property can be restored, within a reasonable time to an economic unit valuable adequately securing the obligation, and (ii) Beneficiary receives assurances reasonably satisfactory to Beneficiary that revenue from the Property will continue in full force and effect after restoration and Amarillo Operations can be maintained as defined and required under

the LIA, then, if and so long as there is no Default hereunder, Beneficiary will make available to Grantor for such restoration, proceeds of insurance, if any, collected by Beneficiary because of the act or occurrence and not restricted by any adverse claim thereto.

4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may, pursuant to terms and conditions of the LIA perform those obligations and be reimbursed by Grantor on demand for any sums so paid, including reasonable attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the LIA. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor fails to perform any of Grantor's obligations under the LIA or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by the LIA, then Beneficiary may:
    a. declare the amount owed by Grantor under the LIA immediately due;
    b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
    c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligations.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
    a. expenses of foreclosure;
    b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
    c. any amounts required by law to be paid before payment to Grantor; and
    d. to Grantor, any balance.

General Provisions

1. If any of the Property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser thereof. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any Trustee's deed conveying the Property will be presumed to be true. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
3. This lien shall remain superior to liens later created even if the time of payment of all or part of Grantor's obligations under the LIA are extended or part of the Property is released.
4. If any portion of Grantor's obligations under the LIA cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge of that portion.
5. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses reasonably incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the amounts owed under the LIA. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
6. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in Default under the LIA or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of JAX's obligations under the LIA and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the LIA and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligations or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's or JAX's obligations under the LIA and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor or JAX becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
7. Interest on the Obligations is secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if

already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

8. When the context requires, singular nouns and pronouns include the plural.
9. The term "Obligations" includes all sums secured by this Deed of Trust.
10. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
11. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
12. This Deed of Trust is executed and delivered by Grantor to Trustee for the benefit of Beneficiary, in conjunction with the LIA, containing additional provisions concerning the Obligations, which is incorporated herein by reference and made a part hereof for all purposes.
13. This Deed of Trust shall secure all renewals and extensions of the indebtedness described above, and, in addition, all funds hereafter advanced by Beneficiary to or for the benefit of Grantor as contemplated by any covenant or provision herein contained or for any other purpose, and all other indebtedness of whatever kind or character owing or which may hereafter become owing by Grantor to Beneficiary, whether such indebtedness is evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty, or otherwise, it being contemplated that Grantor may hereafter become indebted to Beneficiary in further sum or sums.
14. Notwithstanding the provisions hereof, Grantor shall not be in default for failure to pay or discharge any tax, assessment, or mechanic's or materialman's lien asserted against the Property if, and so long as, (a) Grantor shall have notified Beneficiary of same within ten days of obtaining knowledge thereof; (b) Grantor shall diligently and in good faith contest the same by appropriate legal proceedings which shall operate to prevent the enforcement or collection of the same and the sale of the Property or any part thereof, to satisfy the same; and (c) Grantor shall promptly upon final determination thereof pay the amount of any such tax, assessment or claim so determined, together with all costs, interest and penalties which may be payable in connection therewith.
15. To the extent there exists a conflict between the terms and conditions of this Deed of Trust and the LIA, the terms and conditions of the LIA shall control.

{Signature Page Follows}

Redline Cattle, LLC

By: _____
Shane Redline, President

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2022, by Shane Redline, as President of Redline Cattle, LLC, a Texas limited liability company, on behalf of such company.

_____
Notary Public, STATE OF TEXAS

EXHIBIT A
TO DEED OF TRUST

Tract 1: A 31.73 acre tract of land being a portion of a 320.00 acre tract of land described in that Warranty Deed recorded in Volume 453, Page 66 of the Deed Records of Randall County, Texas, situated in Section 150, Block 2, AB&M Survey, Amarillo, Randall County, Texas, surveyed on the ground by Robert Keys and Associates on this
20th day of September, 2016 and the 6th day of October, 2016, and said tract of land being further described by metes and bounds as follows:

COMMENCING at a 1/2 iron rod, found at northeast corner of said Section 150;

THENCE S. 00° 04' 57" E., (Directional Control GPS Observation WGS-84), 2310.59 feet, along the east line of said Section 150, to the northwest and BEGINNING CORNER of this tract of land and the southeast corner of a 74.48 acre tract of land surveyed herewith;

THENCE S. 00° 04' 57" E., 328.91 feet, along the east line of said Section 150, to the southeast corner of this tract of land and the southeast corner of said 320.00 acre tract of land;

THENCE S. 89° 52' 49" W., at 35.88 feet, pass a 1/2 inch iron rod, found in reference a total distance of 4180.81 feet to the southwest corner of this tract of land and the southeast corner of a 15.12 acre tract of land surveyed herewith, from whence a 1/2 inch iron rod, found at the southwest corner of said 320.00 acre tract of land bears S. 89° 52' 49" W., 1123.74 feet;

THENCE N. 00° 12' 04" W., 332.22 feet, along the east line of a 15.12 acre tract of land surveyed herewith, to a 3/8 inch iron rod with a cap stamped "KEYS RPLS 2507", set at the northwest corner of this tract of land and the southwest corner of said 74.48 acre tract of land surveyed herewith;

THENCE N. 89° 55' 31" E., along the south line of said 74.48 acre tract surveyed herewith, at 4145.50 feet, pass a 3/8 inch iron rod with a cap stamped "KEYS RPLS 2507", set in reference, a total distance of 4181.50 feet to the POINT OF BEGINNING.

Tract 2: A 15.12 acre tract of land being a portion of a 320.00 acre tract of land described in that Warranty Deed recorded in Volume 453, Page 66 of the Deed Records of Randall County, Texas, situated in Section 150, Block 2, AB&M Survey, Amarillo, Randall County, Texas, surveyed on the ground by Robert Keys and Associates on this 20th day of September, 2016 and the 6th day of October, 2016, and said tract of land being further described by metes and bounds as follows:

COMMENCING at a 1/2 iron rod, found at northwest corner of said Section 150;

THENCE S. 00° 02' 12" E., (Directional Control GPS Observation WGS-84), 2050.40 feet along the west line of said Section 150 to the northwest and BEGINNING CORNER of this tract of land;

THENCE N. 89° 51' 23" E., at 55.00 feet pass a 3/8 inch iron rod with a cap stamped "KEYS RPLS 2507", set in reference, a total distance of 1122.05 feet to a 3/8 inch iron rod with a cap stamped "KEYS RPLS 2507", set at the southeast corner of a 15.12 acre tract of land surveyed herewith, same being the northeast corner of this tract of land;

THENCE S, 00° 12' 04" E., at 254.75.feet pass a 3/8 inch iron rod with a cap stamped "KEYS RPLS 2507", set at the southwest corner 74.48 acre tract of land surveyed herewith, a total distance of 586.96 feet to a 3/8 inch iron rod with a cap stamped "KEYS RPLS 2507", set at the southeast corner of this tract of land and the south east corner of a 31.73 acre tract of land surveyed herewith from whence a

1/2 inch iron, found in the south line of said 320.00 acre tract of land bears N. 89° 52' 49" E., 4144.93 feet;

THENCE S. 89° 52' 49" W., at 1068.74 feet pass a 3/8 inch iron rod with a cap stamped "KEYS RPLS 2507", set in reference a total distance of 1123.74 feet to a 1/2 inch iron rod, found at the southwest corner of this tract of land and the southwest corner of said 320.00 acre tract of land;

THENCE N. 00° 02' 12" W., 586.50 feet along the west line of said Section 150, to the POINT OF BEGINNING.

After recording return to:

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

EXHIBIT C
FORM OF PAYROLL AND FTE REPORT

[JAX LETTERHEAD]

I, _____[PRINTED NAME]_____, as ____[TITLE]_____ of JAX Transport, LLC, a Texas limited liability company ("**Jax**"), provides this report in connection with that certain Location Incentives Agreement ("**Agreement**") between Jax and the Amarillo Economic Development Corporation ("**Amarillo EDC**") dated effective as of January 1, 2022. Capitalized terms used but not defined herein have the meaning as set forth in the Agreement.

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

1. All funds received by Jax from Amarillo EDC under the Agreement have been used solely for the land, buildings, equipment, facilities, expenditures, targeted infrastructure, or improvements to construct, equip, and improve the Facility and Jax's operations thereon.

2. The aggregate number of FTEs maintained for the indicated Performance Year totaled: _____.

3. Payroll in Amarillo Operations for the indicated Performance Year totaled: $_____.

4. Attached hereto are true and correct copies of a spreadsheet and back-up documents and information confirming the FTE and Payroll figures reported above, assembled in satisfaction of the reporting requirements of the Agreement.

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

_____

Printed Name: _____

Title: _____

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Civic Pride
Department	Mayor and Council		
Contact	Carter Estes, Assistant to the Mayor		

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 12-13-22-3

This item considers a resolution establishing a sister-city relationship with the city of Dnipro, Ukraine.

Agenda Item Summary

This memorandum between the City of Dnipro, Ukraine and the City of Amarillo, Texas intends to establish a sister city relationship between the two communities that is recognized by Sister Cities International.

Requested Action

Approval of the memorandum of understanding between the City of Dnipro, Ukraine and the City of Amarillo, Texas

Funding Summary

N/A

Community Engagement Summary

This project seeks to expand cultural understanding within the City of Amarillo as well as promote our community and its culture overseas.

Staff Recommendation

Staff recommends approval of the memorandum of understanding between the City of Dnipro, Ukraine and the City of Amarillo, Texas.

RESOLUTION NO. 12-13-22-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, ESTABLISHING A SISTER-CITY RELATIONSHIP WITH THE CITY OF DNIPRO, UKRAINE.

WHEREAS, the Sister City Program was initiated by President Dwight D. Eisenhower in 1956 to encourage greater friendship and understanding between the United States and other nations through direct personal contact; and,

WHEREAS, the City of Amarillo desires to establish a sister-city relationship with the City of Dnipro, Ukraine; and,

WHEREAS, both cities share a mutual commitment to a sister-city relationship; and,

WHEREAS, the City of Amarillo, and the City of Dnipro desire to pursue a sister-city relationship to promote social, educational, economic, and cultural opportunities and to further broaden economic cooperation and cultural exchanges;

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

SECTION 1. That Dnipro, Ukraine is hereby designated as a "Sister City" to the City of Amarillo, Texas, in order that the two cities might jointly promote their common interests, including but not limited to, social, educational, economic, and cultural opportunities in furtherance of a more amicable and prosperous relationship between our two cities and our two nations.

SECTION 2. That the Mayor is hereby authorized to execute a Memorandum of Understanding in furtherance of this resolution.

SECTION 3. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 13th day of December, 2022.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____

Bryan McWilliams, City Attorney

The Dnipro (Ukraine) - Amarillo (USA) Sister City Partnership

Memorandum of Understanding

The City of Dnipro and the City of Amarillo hereby agree on the following items to conclude a Memorandum of Understanding (MOU) for Partnership, Friendship, and Cooperation.
The Sister City partnership between Amarillo and Dnipro will foster mutually beneficial solutions to common challenges for these entities. The Sister City relationship between the two will be important in their network of global partnerships as it strives to:

1. Establish a mutually beneficial partnership by exploring social, educational, economic, and cultural opportunities.
2. Promote people-centered exchanges that can contribute toward greater mutual understanding and goodwill for realizing international peace.
3. Generate an improvement of the operation of the cities' various government agencies by serving as a conduit of information. Promote economic exchanges that can lead to developing steadfast collaborative ties.
4. Ensuring the exchange of this MOU, both cities shall emphasize the planning of concrete exchange projects through a progression of reviews and discussions.
5. The MOU period shall remain effective until December 31, 2025. For matters concerning necessary revisions, as well as MOU extension, both cities will be engaged in discussions to determine any final decisions.
6. This document in English and Ukrainian shall be signed in duplicate, and both cities shall retain one copy of each.

Signed on:

Mayor of Dnipro, Ukraine	Mayor of Amarillo, USA
_____	_____
Mr. Borys FILATOV	Mrs. Ginger NELSON

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	December 13, 2022	**Council Priority**	Civic Pride
Department	Environmental Health 1750		
Contact	Anthony Spanel, M.B.A., R.S Environmental Health Director		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8034
(Contact: Anthony Spanel, Environmental Health Director)

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

Agenda Item Summary

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

Requested Action

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

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

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

ORDINANCE NO. 8034

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

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

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

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

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

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

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

SECTION 1. The Amarillo Municipal Code, Chapter 8-5, Article IV, Section 8-5-27(d) be and hereby is amended in part as follows:

(d) *Installation and Maintenance Requirements.*

(1) [NO TEXT CHANGE]

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

(3) [NO TEXT CHANGE]

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

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

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

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

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

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

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

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan S. McWilliams, City Attorney

AGENDA ITEM NO. 3D

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	12/13/2022	**Council Priority**	Civic Pride, Fiscal Responsibility
Department	Parks and Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8035

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

Agenda Item Summary

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

Requested Action

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

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval

11/15/22-cmw _____

ORDINANCE NO. 8035

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 12-1, ARTICLE I, SECTION 12-4-1(c) TO CREATE A ROOM RENTAL FEE FOR THE GAMING CENTER; PROVIDING FOR: SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW, AND EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

SECTION 5. Effective Date. This ordinance shall become effective from and after its date of final passage.

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

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan S. McWilliams, City Attorney

DRAFT

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Regular Agenda Item – Public Hearing

Department	Planning and Development Services Brady Kendrick – Planner II

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8036

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

Agenda Item Summary

Adjacent land use and zoning

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

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

Proposal

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

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

Analysis

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

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

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

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



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

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

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

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

Considering the applicant's request would conform the Future Land Use Map, the Retail nature of the Planned Development, and the fact that it has been proposed to allow an outdoor new or used auto sales lot in General Retail zoning with a Specific Use Permit consideration (similar to what is being considered now), the Planning and Zoning Commission believes the request would reduce impacts on the surrounding residences area.

Requested Action/Recommendation

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

Additionally, a petition of support for the original rezoning request was presented at the previous City Council meeting this item was considered at which was signed by 13 different people. Of the 13, six were property owners in the area and of the six-property owners, three were owners that were within the 200 foot notice radius.

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

ORDINANCE NO. 8036

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF WICHITA AVENUE AND MIRROR STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

Exhibit A

Planned Development 403 (PD-403) Development Standards

-Allowed land uses: New or used auto sales outdoor lot and uses as allowed by General Retail District (GR). Any other use change shall require a zoning amendment for this site.

-Landscaping will comply with the City of Amarillo Landscape Ordinance.

-Off street parking: Will comply with section 4-10-211 (Vehicle Parking Regulations).

-All signage standards will follow those specified for General Retail District and must comply with the City of Amarillo Sign Ordinance. No signs shall be operated on the property that use or have attached any flashing, pulsating, or rotating lighting source or reflector.

-All parking and driveways shall conform to the requirements of Section 9 of the Development Policy Manual of the City of Amarillo unless noted otherwise.

-All exterior lighting shall be directed onto the property in such a manner to minimize or eliminate glare across adjacent property lines.

-All refuse containers shall be screened and maintained in such a manner as to prevent blowing trash and debris.

-Any additional bulk or area requirement not specifically noted on this site plan shall comply with the General Retail District (GR).

-Any and all utility relocations or adjustments required for this development shall be the responsibility of the developer(s).

-All fencing, screening, landscaping, driveways, and parking areas shall be maintained in good condition at all times by owners. All landscaping to be installed prior to receiving a certificate of occupancy, or within six months of occupying structure if bad weather exists. All landscape material, trees, grass, shrubs, etc., shall be installed on the site in the same manner as depicted on this site plan and all landscaped areas shall be served with a sprinkler system.

-The approval of this development by the City of Amarillo in no way shall alter or abrogate requirements of the Uniform Building Code as adopted and amended by the City of Amarillo.

-A separate site plan review will be required prior to a building permit being issued.

-The City of Amarillo or its franchised utility shall not be required to replace any obstructions, paving, or plantings that must be removed during the course of maintenance, construction, or reconstruction within any public utility or drainage easement.

-All exterior mechanical equipment shall be located and/or screened in such a manner as to eliminate or minimize noise and visual impact to adjacent properties.

-All surface storm water collected on this site shall drain directly to adjacent public right of way or by other means if approved by the City Engineer.

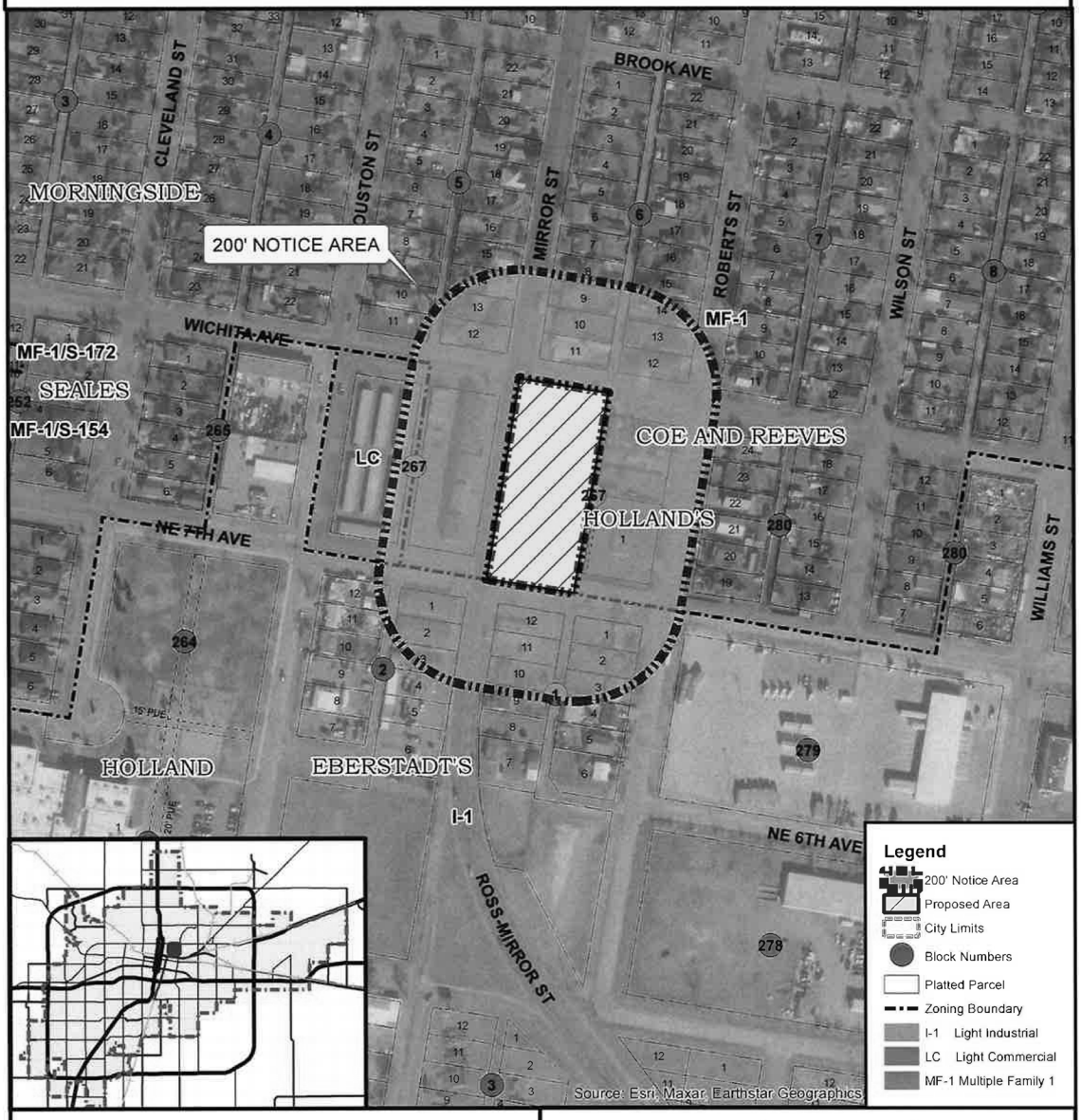
-The developer shall comply with all ADA requirements.

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

Mauricio Alvarado C. 11-4-2022

Signature of owner/Developer Date

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



CITY OF AMARILLO
PLANNING DEPARTMENT

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

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

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

AP: O-11

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

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	Council Priority	Regular Agenda Item – Public Hearing

Department	Planning and Development Services Brady Kendrick – Planner II

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8037

Public hearing and first reading to consider an ordinance appealing the decision by the Amarillo Planning and Zoning Commission to deny the request for the vacation of a 0.10 acre public Right-of-way (alley), located between Lot 3-A and Lot 3-B, Block 72, Replat of Lot 3, Block 72 Ridgecrest Unit No. 14, an addition to the City of Amarillo, in Section 7, Block 9, B.S.&F. Survey, Randall County, Texas.
VICINITY: SW 45th Ave. and Teckla Blvd.
APPLICANT/S: Che Shadle for Opportunity Sky Capital, LLC

Agenda Item Summary

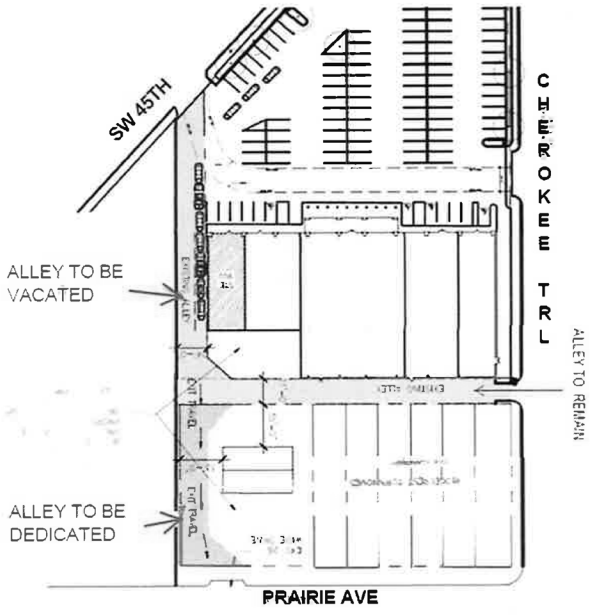
This vacation request was considered and DENIED by the Planning and Zoning Commission at their November 7, 2022 regularly scheduled meeting. The applicant has appealed the Planning and Zoning Commission's decision and is the reason for Council consideration.

Proposal

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

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

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



Analysis

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

Solid Waste: No impact on existing services will occur should the alley segment be vacated and the new alley segment be dedicated. Moreover, shifting the solid waste collection route southward to Prairie Ave could avoid unsafe traffic conflicts in SW 45th Ave.

Utilities: Existing water and sewer service will not be impacted as existing utility lines in the alley segment to be vacated will remain in place and be covered by a Public Utility Easement.

Engineering: No changes to existing drainage patterns will occur should the applicant's request be approved.

Traffic Engineering: A traffic count was performed on Cherokee and Prairie rights-of-ways. The resulting traffic counts where such that Traffic Engineer did not express any concern with allowing the vacation and subsequent re-routing of traffic to the south onto Prairie.

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

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

Requested Action/Recommendation

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

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

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

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

ORDINANCE NO. 8037

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: Severability. If any provision, section, subsection, clause or the application of sale to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council

of the City of Amarillo, Texas in adopting this Ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 5: Effective Date. This Ordinance shall be effective from and after its date of final passage.

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

Ginger Nelson, Mayor

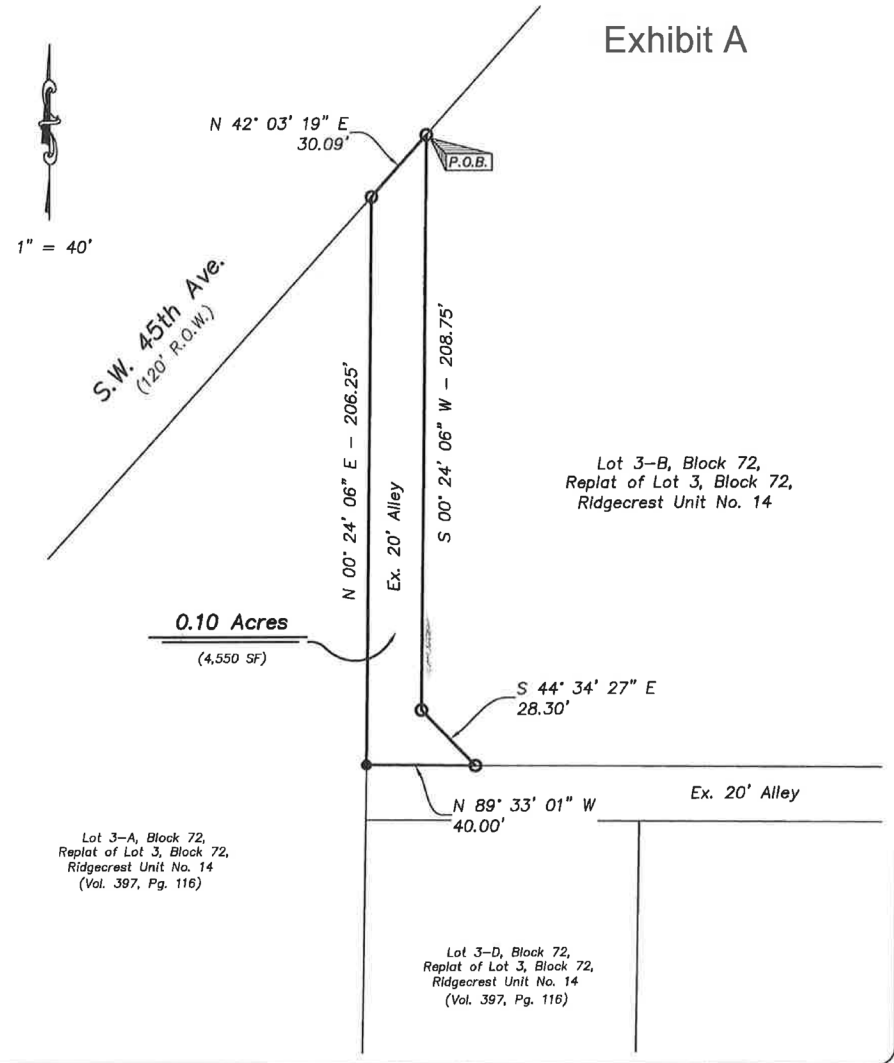
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Exhibit A



LEGEND

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

NOTES

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

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

STATE OF TEXAS :
COUNTY OF COLLINGSWORTH :

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

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

STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL
LAND SURVEYOR

Richard E. Johnson
Registered Professional
Land Surveyor #4263

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

SCALE: 1" = 40'	Firm No. 10090900	DRAWN BY: JA
DATE: September 2022		FILE NAME:

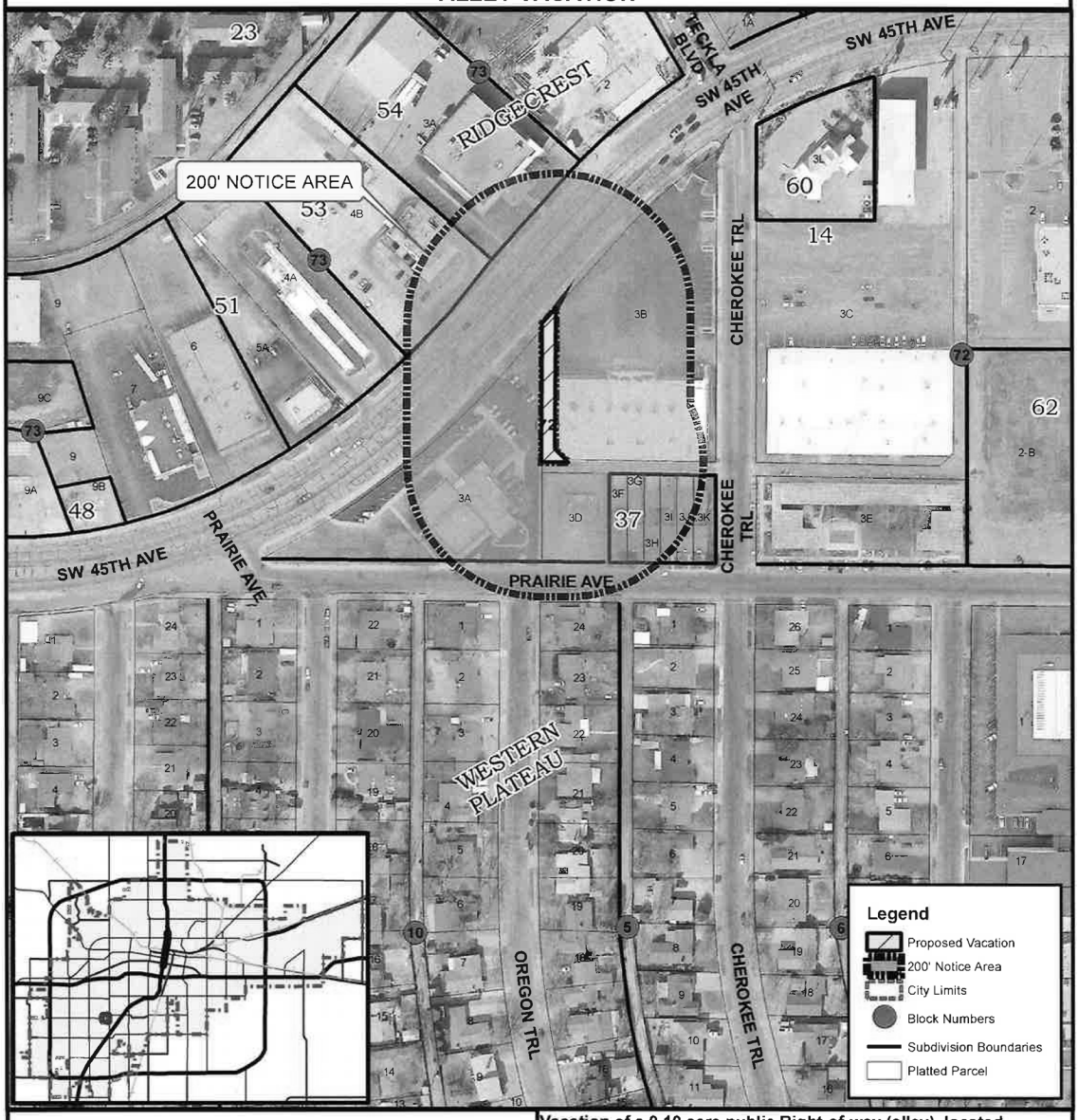
OJD Engineering, L.L.C.
Consulting Engineers & Surveyors

806-352-7117
2420 Lakeview Drive
Amarillo, Texas 79109

20' Alley Vacation

DRAWING NUMBER

CASE V-22-04
RIDGECREST UNIT 14
ALLEY VACATION



CITY OF AMARILLO
PLANNING DEPARTMENT

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

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

Applicant: Che Shadle for Opportunity Sky Capital LLC

Vicinity: SW 45th Avenue and Cherokee Trail

AP: K-14

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

AGENDA ITEM NO. 3G

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Regular Agenda Item

Department	Planning and Development Services Brady Kendrick – Planner II

Agenda Caption

CONSIDER APPROVAL – LAND DEDICATION

Consideration of the Dedication of a 3,399 square foot tract of land for Public right-of-way purposes (alley) being a portion of Lot 3D, Block 72, Replat of Lot 3, Block 72, Ridgecrest Unit No. 14, an addition to the City of Amarillo, in Section 7, Block 9, B.S.&F. Survey, Randall County, Texas.
VICINITY: SW 45th Ave. and Teckla Blvd.
APPLICANT/S: Che Shadle for Opportunity Sky Capital, LLC

Agenda Item Summary

Proposal

The above dedication is for a new alley segment to ensure that a dead-end alley situation is not created by the previously considered vacation request should it be approved. The dedication would not only ensure continued through access and traffic circulation is provided for, but would also provide for utility infrastructure if needed.

Requested Action/Recommendation

City Staff have reviewed the proposed dedication and recommend that the alley dedication be approved and executed by the City Manager at the conclusion of the second reading of the vacation ordinance should the vacation be approved. This is scheduled to occur on the January 10, 2023 City Council Agenda. If the vacation is not approved, Staff recommends this item to not be approved.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURTIY NUMBER OR YOUR DRIVERS LICENSE NUMBER

ALLEY DEDICATION

Date:	_____ _____, 2022
GRANTOR:	Opportunity Sky Capital, LLC
GRANTOR'S ADDRESS:	P.O. Box 64189, Lubbock, TX 79464
GRANTEE:	City of Amarillo, Texas, a municipal corporation
GRANTEE'S ADDRESS:	P.O. Box 1971 Amarillo, Texas 79105-1971
CONSIDERATION:	Benefits to accrue to Grantor from dedication to Public Use.
DEDICATED PROPERTY:	A 0.08 Acre tract of land lying in Lot 3-D, Block 72, Replat of Lot 3 Block 72, Ridgecrest Unit No. 14, City of Amarillo, Randall County, Texas being more fully described and displayed in Exhibits "A" and "B" attached hereto and by reference incorporated into this Alley Dedication.

GRANTOR in consideration of the benefits to accrue to it by reason of GRANTEE'S agreement to accept this Alley Dedication, which benefits it acknowledges to be valuable, and hereby dedicated, gives and conveys to Grantee the Dedicated Property for public use, including the pavement, alley apron, public utilities and other public purposes, and to maintain, repair and replace same. GRANTOR binds itself, its successors and assigns, to warrant and forever defend, all and singular, the Dedicated Property to GRANTEE, its successors and assigns against any person who claims the same or any part thereof. GRANTOR further conveys to GRANTEE the right to dispose of or convey the Dedicated Property or portions thereof in accordance with the applicable law in effect at the time of the disposal or conveyance.

EXECUTED by the last of the parties to sign on this ____ day of _____, 2022.

Opportunity Sky Capital, LLC

(GRANTOR)

By: _____
Marc Shipton, Managing Member

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the ____ day of _____, 2022 by Marc Shipton, Managing Member, Opportunity Sky Capital, LLC, on behalf of the company.

_____
Notary Public in and for the State of Texas
My commission expires: _____

ACCEPTED BY CITY OF AMARILLO, TEXAS
(GRANTEE)

_____
Jared Miller, City Manager

ATTEST:

_____
Stephanie Coggins, City Secretary

Date: _____

Exhibit A

FIELD NOTES for a 0.08 acre tract of land out of Lot 3-D, Block 72, Replat of Lot 3, Block 72, Ridgecrest Unit No. 14, City of Amarillo, Randall County, Texas, and more particularly described as follows:

BEGINNING at 5/8" iron rod found on the north right-of-way line of Prairie Avenue at the southwest corner of said Lot 3-D for the southwest corner of this tract.

THENCE N. 00° 39' 45" E., along the west line of said Lot 3-D, a distance of 129.92 feet to a 1/4" iron rod found at the northwest corner of said Lot 3-D for the northwest corner of this tract.

THENCE S. 89° 33' 01" E., along the north line of said Lot 3-D, a distance of 40.00 feet to a 1/2" iron rod set with a yellow cap on said north line for the northeast corner of this tract.

THENCE S. 45° 26' 59" W. a distance of 28.39 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 00° 39' 45" W. a distance of 74.87 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 44° 31' 03" E. a distance of 35.34 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 00° 28' 57" W. a distance of 10.00 feet to a 1/2" iron rod set with a yellow cap on said north right-of-way line of said Prairie Avenue for the southeast corner of this tract.

THENCE N. 89° 31' 03" W, along said north right-of-way line, a distance of 45.10 feet to the place of BEGINNING and containing 0.08 acres (3,399 square feet) of land.

* * * * * * * * * * * * * * * *

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

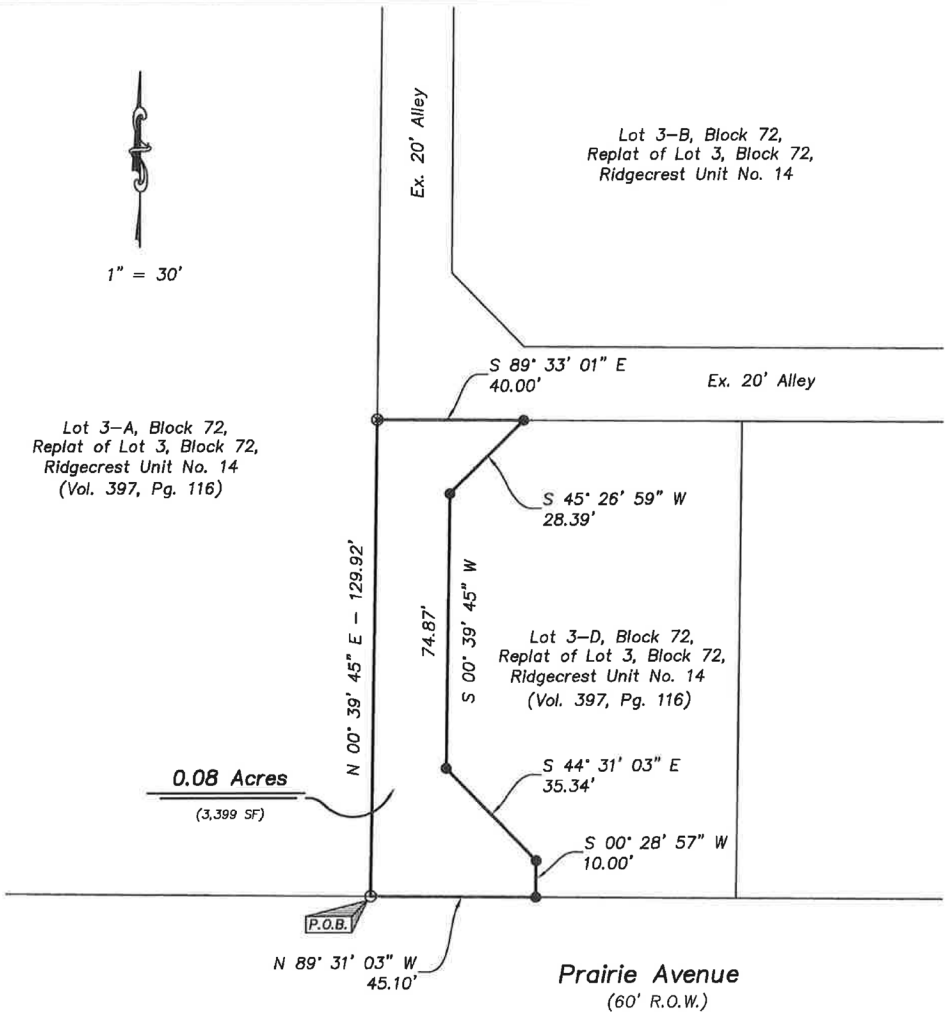
IN WITNESS THEREOF, my hand and seal, this the 16th day of September, A.D., 2022.



Richard E. Johnson
Registered Professional
Land Surveyor #4263

OJD ENGINEERING, LLC * WELLINGTON, TX * FIRM NO. 10090900

Exhibit B



LEGEND

- ● = 1/2" Iron Rod Set w/ Yellow Cap
- ⊗ = 1/4" Iron Rod Found
- ○ = 5/8" Iron Rod Found

NOTES

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

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

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

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

STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL
LAND SURVEYOR

Richard E. Johnson
Registered Professional
Land Surveyor #4263

A Plat of 0.08 Acres out of Lot 3–D, Replat of Lot 3, Block 72, Ridgecrest Unit No. 14, City of Amarillo, Randall County, Texas

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DATE: September 2022		FILE NAME:

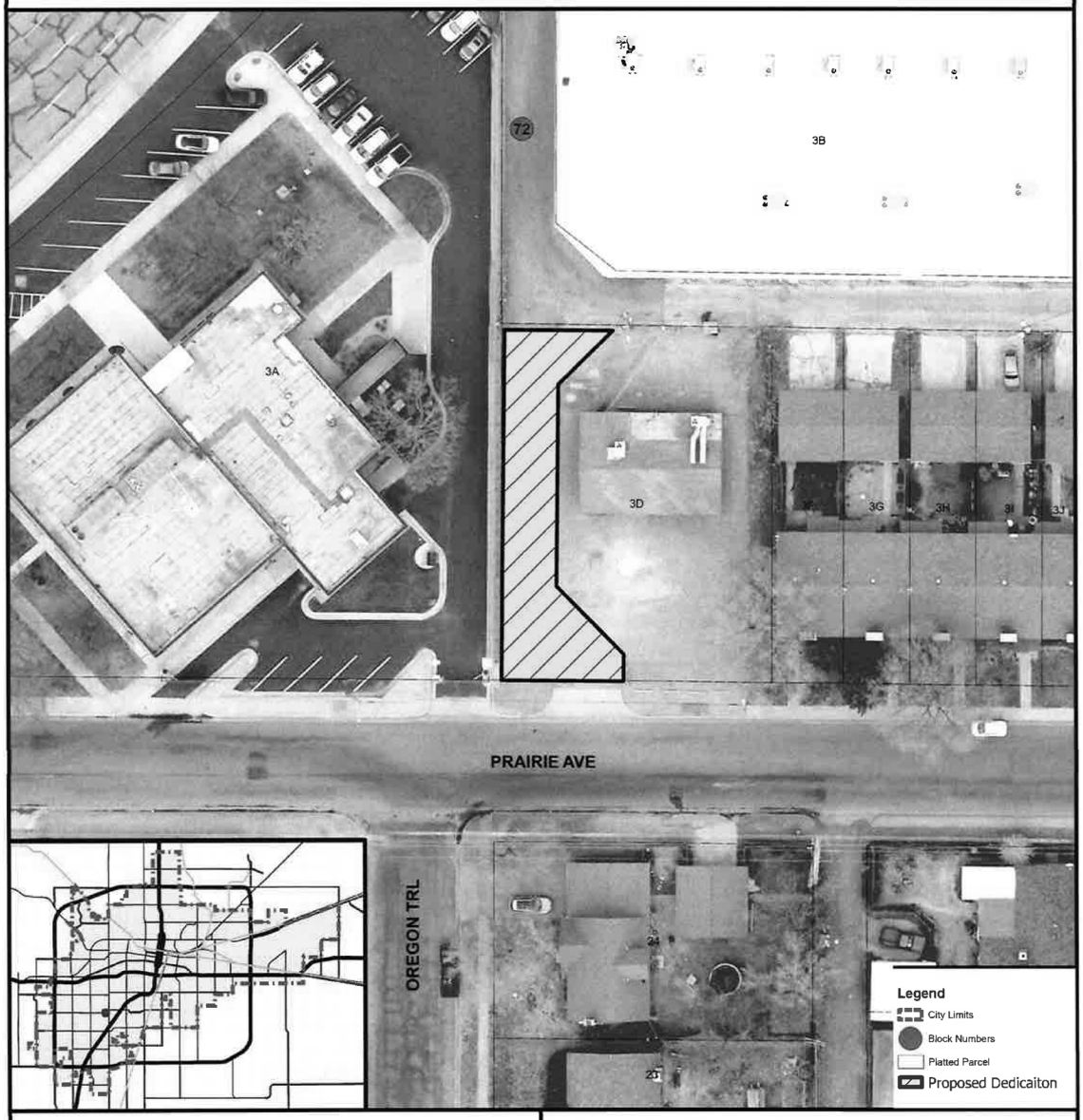
OJD Engineering, L.L.C.
Consulting Engineers & Surveyors

806–352–7117
2420 Lakeview Drive
Amarillo, Texas 79109

20' Alley Dedication

DRAWING NUMBER

CASE D-22-07
Dedication of a Public Alley



CITY OF AMARILLO
PLANNING DEPARTMENT

Dedication of a 3,399 square foot tract of land for Public right-of-way purposes (alley) being a portion of Lot 3D, Block 72, Replat of Lot 3, Block 72, Ridgecrest Unit No. 14, an addition to the City of Amarillo, in Section 7, Block 9, B.S.&F. Survey, Randall County, Texas.

Scale: 1 inch = 50 Feet
Date: 12/5/2022
Case No: D-22-07

N W E S

VICINITY: SW 45th Ave. and Teckla Blvd.
APPLICANT/S: Che Shadle for Opportunity Sky Capital, LLC

AP: K-14

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Amarillo City Council
Agenda Transmittal Memo

Meeting Date	December 13, 2022	**Council Priority**	Civic Pride
Department	Parks and Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDER AWARD OF AMERICAN RESCUE PLAN ACT FUNDS FOR NONPROFIT SERVICES FOR AMARILLO AREA SENIOR CITIZENS

Agenda Item Summary

This item considers approval of funding requests submitted through RFA #02-22: City of Amarillo Request for Applications for Nonprofit Services for Amarillo Area Senior Citizens.

Requested Action

Consider award for the ARPA Funds to multiple nonprofits in the Amarillo Area:

Catholic Charities: $175,000
Family Care Foundation: $100,000
United Way Canyon/Amarillo: $143,600
Wesley Community Center: $181,400
Total Award Amount: $600,000

Funding Summary

$600,000 in American Rescue Plan Funding

Community Engagement Summary

12/7/2022 – Park Board recommended funding requests from RFA #02-22 for Council consideration.

Staff Recommendation

Staff recommends approval of award.