



City Council Regular Meeting

April 11, 2023

1:00 PM

City Hall - Council Chamber
601 S. Buchanan Street, 3rd Floor
Amarillo, Texas 79101

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

AGENDA

1. **Call to Order**
2. **Invocation** Reverend Vernon Conner
3. **Proclamations**
 - 3.A. "Fair Housing Month"
 - 3.B. "National Community Development Week"
4. **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.
5. **City Council will discuss or receive reports on the following current matters or projects:**
 - 5.A. Request future agenda items and reports from City Manager.
 - 5.B. Updates from Councilmembers serving on outside boards and commissions
 - 5.B.i. Amarillo Local Government Corporation (held March 29, 2023)
 - 5.B.ii. Animal Management and Welfare Advisory Board (held April 5, 2023)
 - 5.C. Review agenda items for regular meeting and attachments;
6. **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.

6.A. CONSIDER APPROVAL – MINUTES

This item considers approval of the City Council minutes for the regular meeting held on March 28, 2023.

6.B. CONSIDER APPROVAL – MINUTES

This item considers approval of the City Council minutes for the special meeting held on April 3, 2023. (Contact: Stephanie Coggins, City Secretary)

6.C. CONSIDERATION OF ORDINANCE NO. 8054

This item is the second and final reading of an ordinance approving and adopting the Five-Year Community Investment Program for FY 2022-2023 through 2026-2027. (Contact: Kyle Schniederjan, Director of Capital Projects Development and Engineering)

6.D. CONSIDERATION OF ORDINANCE NO. 8055

This item is a second and final reading to consider approval of an ordinance amending the Amarillo Municipal Code, Chapter 12-4, Section 12-4-5(n) to update certain golf fees. (Contact: Michael Kashuba, Director of Parks and Recreation)

6.E. CONSIDER APPROVAL - AVIATION CLEAR ZONE EASEMENT

This item considers approval of an Aviation Clear Zone Easement, being 4,250 feet above mean sea level above the plat of Mayhue Addition Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 119, Block 2, A.B.&M. Survey, Randall County, Texas. (VICINITY: Horizon Rd. and Eastern St.; APPLICANT/S: Rocky and Carol Zogg) (Contact: Brady Kendrick, Senior Planner)

6.F. CONSIDER APPROVAL - AVIATION CLEAR ZONE EASEMENT

This item considers approval of an Aviation Clear Zone Easement, being 5,400 feet above mean sea level above the plat of Osage Acres Unit No. 9, a suburban subdivision in the City of Amarillo, being a replat of Lot 1, Block 1, Osage Acres Unit No. 6 and an unplatted tract of land, in Section 148, Block 2, A.B.&M. Survey, Randall County, Texas. (VICINITY: FM 1151 and FM 1541; APPLICANT/S: GTB Partners) (Contact: Brady Kendrick, Senior Planner)

6.G. CONSIDER APPROVAL - AVIATION CLEAR ZONE EASEMENT

This item considers approval of an Aviation Clear Zone Easement, being 4,800 feet above mean sea level above the plat of South Georgia Business Park Unit No. 2, a suburban subdivision of the City of Amarillo, being an unplatted tract of land, in Section 182, Block 2, A.B.&M. Survey, Randall County, Texas. (VICINITY: Georgia Street and Farmers Avenue, APPLICANT/S: A-5 Realty, LLC) (Contact: Brady Kendrick, Senior Planner)

6.H. CONSIDER APPROVAL - POTTER COUNTY SHERIFF SALES

This item is to consider authorizing Potter County, as Trustee, to sell multiple Sheriff Sale properties that were sent out for bid. The County is requesting authorization of the Sheriff Sale properties from all taxing entities. The property sale process provides for the taxing entities, depending on the amount of bids/sale amount, to recoup all or a portion of delinquent taxes. (Contact: Laura Storrs, Assistant City Manager and CFO)

6.I. CONSIDER APPROVAL - APPOINTMENT OF FIVE CANDIDATES FOR THE AMARILLO POLICE RESERVE FORCE

This item considers the approval to appoint Fred Perez, Brandon Beard, Robert Hightower, Bruce Cox, and Robert Gabel to be Police Reserve Force Officers. (Contact: Martin Birkenfeld, Chief of Police)

6.J. CONSIDERATION OF RESOLUTION NO. 04-11-23-1

This item considers a resolution declaring the necessity to acquire a right-of-way to approximately 24.74 acres of land situated in Section 66 and 67, block 2, A.B. & M. Survey, in Potter County, Texas, in the City of Amarillo, Texas, for sewer expansion; determining the public necessity for such acquisition; authorizing the acquisition of property rights necessary for the sewer expansion project; appointing an appraiser and negotiator as necessary; authorizing the City Manager of the City of Amarillo, Texas, to establish just compensation for the property rights to be acquired; authorizing the City Manager or designee to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the City Attorney or designee to institute condemnation proceedings to acquire the property if purchase negotiations are not successful. (Contact: Floyd Hartman, Assistant City Manager)

6.K. CONSIDER AWARD - AIRPORT PARKING MANAGEMENT OPERATOR

Award to: LAZ Parking Texas, LLC. - \$50,000.00

This item considers the award of an Airport Parking Management Operator for the Rick Husband Amarillo International Airport. The contract will be for an initial term of five years, with two one-year options to renew. (Contact: Michael Conner, Director of Aviation)

6.L. CONSIDER AWARD - POLICE EQUIPMENT SUPPLY AGREEMENT

Award to:

Kiesler	\$ 3,816.00
Proforce	2,563.40
Primary Arms	28,859.85
Dana Safety	14,170.00
Jonah's	665.90
Sirchie	2,245.00
USIQ	699.75

FSOC 4,080.00

Total Award \$57,100.30

This item considers the award of a supply agreement to purchase various types of police equipment, including but not limited to leather equipment, nylon equipment, handcuffs, batons, and flashlights. (Contact: Martin Birkenfeld, Chief of Police)

6.M. CONSIDER AWARD - SACKED CEMENT SUPPLY AGREEMENT

Award to: Tascosa Building Products - \$69,767.04

This item considers the award of a supply agreement to purchase sacked cement for Central Stores. The cement is used by the Street, Water Distribution and Wastewater departments. (Contact: Trae Kepley, Purchasing Agent)

6.N. CONSIDER AWARD - LIQUID CATIONIC POLYMER

Award to: Polydyne Inc. - \$169,550.00

This item considers the award of a one-year contract, with three one-year extensions, for the purchase of liquid cationic polymer for the purpose of coagulation aid in water treatment for Hollywood Road Wastewater Treatment Plant and Osage Water Treatment Plant. (Contact: John Collins, Director of Utilities)

6.O. CONSIDER AWARD - PROFESSIONAL SERVICES AGREEMENT FOR LIFT STATION 32

Award to: KSA Engineers, Inc - \$176,000.00

This item considers the award of professional services agreement which includes an extension of resident project representative services for the project. Additional time is needed for the project to be constructed and completed by the contractor. (Contact: Kyle Schniederjan, Director of Capital Projects Development and Engineering)

6.P. CONSIDER AWARD - ECIVIS GRANT MANAGEMENT SOFTWARE SOLUTION

Award to: Carahsoft - \$163,621.82

This item considers the purchase of a grant management software solution which will be utilized by seven departments for the purpose of seeking, applying for, and managing grant funding. (Contact: Jason Riddlepurger, Director of Community Development)

6.Q. CONSIDER AWARD - REPLACEMENT OF FACILITIES DEPARTMENT ROOF LOCATED AT 823 SOUTH JOHNSON

Award to: Kelly Roofing - \$520,000.00

This item considers the award of a contract for the demolition, site preparation, security, and installation of a new built-up gravel roof at 823 S Johnson in Amarillo, Texas. (Contact: Jerry Danforth, Director of Facilities)

6.R. CONSIDER AWARD - TENNIS COURT RE-SURFACING

Award to: Advantage Courts Co. - \$147,112.04

This item considers the award of a contract with Advantage Courts Co. for the re-surfacing of the tennis courts at the Amarillo National Tennis Center and Memorial Park Tennis Courts. (Contact: Michael Kashuba, Director of Parks and Recreation)

7. Non-Consent Items

7.A. CONSIDERATION OF ORDINANCE NO. 8056

This item is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 10-3, Article IV, Section 10-3-44 to clarify the definition of a public place. This revision will modify the open alcoholic beverage container prohibition in the Central Business District by updating the definition of a Public Place. (Contact: Anthony Spanel, Director of Environmental Health)

7.B. CONSIDER APPROVAL – CHANGE ORDER NO. 2 FOR HOLLYWOOD ROAD AND RIVER ROAD WATER RECLAMATION FACILITIES DIGESTER MIXING SYSTEM IMPROVEMENTS

Award to: Garney Companies Inc.

Original Award	\$16,312,000.00
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Previous Change Order	519,810.00
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Current Change Order No.	1,304,509.40
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2

Total revised award	\$18,136,619.40
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This item considers the approval of Change Order No. 2 for the Hollywood Road and River Road Water Reclamation Facilities digester mixing system improvements to add additional scope of work. (Contact: Kyle Schniederjan, Director of Capital Projects Development and Engineering)

7.C. CONSIDER AWARD - PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES AND MASTER PLANNING FOR HOLLYWOOD ROAD WATER RECLAMATION FACILITY

Award to: Garver LLC - \$690,000.00

This item considers the approval of the professional services agreement, which includes services in the scope of work to provide project management, risk-based condition assessment, planning criteria modeling, technical evaluations, facility improvements layout development, capital improvement planning, procurement evaluation, and master plan report. (Contact: Kyle Schniederjan, Director of Capital Projects Development and Engineering, John Collins, Director of Utilities)

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

8.A. Section 551.072 - Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position:

i. Property located in the Central Business District.

8.B. Section 551.087 - Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:

i. Economic development project located in the vicinity of S. Western Street and Plains Boulevard

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.

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 7th day of April, 2023, at 4:00 p.m. in accordance with the Open Meetings Laws of the State of Texas, Chapter 551, Texas Government Code.

/s/ Stephanie Coggins

Stephanie Coggins, City Secretary



Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Customer Service
Department: City Secretary
Contact Person: Stephanie Coggins, City Secretary

Agenda Caption: CONSIDER APPROVAL – MINUTES

This item considers approval of the City Council minutes for the regular meeting held on March 28, 2023.

Agenda Item Summary: This item considers approval of the City Council minutes for the regular meeting held on March 28, 2023.

Requested Action: Consider for approval as presented.

Funding Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval as presented.

Attachments: 1. Minutes 2022_03_28

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 28th day of March 2023, 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
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	CITY SECRETARY
JON BARNES	ASSISTANT TO THE CITY MANAGER

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 1:02 p.m. welcomed those in attendance, and the following items of business were conducted.

The invocation was given by Pastor Chris Condit, Hillside Christian Church.

A proclamation for National Cleaning Week was read by Mayor Nelson and accepted by Theo McGee, with Carpet Tech.

PUBLIC ADDRESS

James Schenck, of Amarillo, spoke on Public Address and Agenda Item No. 3A. There were no further comments.

Mr. Miller announced the promotion of Bo Fowlkes to General Manager of the Amarillo Civic Center Complex.

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. Updates from Councilmembers serving on outside boards and commissions
 - i. Convention and Visitors Bureau
 - ii. Amarillo Metropolitan Planning Organization;
- C. Quarterly Budget Update;
- D. Discuss Agenda Management Software;
- E. Update on Federal Grant Applications; and
- F. 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 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 March 14, 2023.

B. CONSIDERATION OF ORDINANCE NO. 8050:

(Contact: Brady Kendrick, Senior Planner)

This item is a second and final reading to consider an ordinance rezoning a 5.26-acre tract of unplatted land in Section 11, Block 9, B.S.&F. Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 1 to Office District 1. (VICINITY: W. Amarillo Blvd. and Western St.; APPLICANT/S: Aubrey Brockman for the Emeline Bush O'Brien/Marsh Trust.)

C. CONSIDERATION OF ORDINANCE NO. 8051:

(Contact: Brady Kendrick, Senior Planner)

This item is a second and final reading to consider an ordinance rezoning a 3.93-acre portion of Tract 3, Riverroad Gardens, a subdivision out of Section 161, Block 2, A.B.&M. Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways, to change from Residential District 1 and Light Commercial District to Light Commercial District. (VICINITY: River Rd. and Cherry Ave.; APPLICANT/S: Daryl Furman for LJ4 Leasing, LLC)

D. CONSIDERATION OF ORDINANCE NO. 8052:

(Contact: Jason Riddlespurger, Director of Community Development)

This item is the second and final reading of an ordinance amending the Municipal Code of the City of Amarillo, Chapter 2-6, Article XII, providing for qualifications and duties related to the Community Development Advisory Committee.

E. CONSIDERATION OF RESOLUTION NO. 03-28-23-1:

(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the 2023 Cowboy Mounted Shooting Association World and American Quarter Horse Association World of Mounted Shooting Horses Event.

F. CONSIDERATION OF RESOLUTION NO. 03-28-23-2:

(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the 2023 United State Team Penning Association World Championship Event.

G. CONSIDERATION OF RESOLUTION NO. 03-28-23-3:

(Contact: Bo Fowlkes, Civic Center Director)

This item considers a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the 2023 Working Ranch Cowboys Association's World Championship Ranch Rodeo.

H. CONSIDERATION OF RESOLUTION NO. 03-28-23-4:

(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution suspending for 45 days the effective date proposed by Atmos Energy-West Texas Division (Atmos-WTX) in its application filed on or about February 24, 2023, pursuant to section 104.301 of the Gas Utility Regulatory Act.

I. **CONSIDERATION OF RESOLUTION NO. 03-28-23-5:**
(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution suspending for 45 days the effective date proposed by West Texas Gas Company in its application filed on or about February 15, 2023, pursuant to section 104.301 of the Gas Utility Regulatory Act.

J. **CONSIDER APPROVAL - NORTHEAST INTERCEPTOR-SURFACE DAMAGE AGREEMENT**

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

This item considers approval of the Surface Damage and Restoration Agreement by and between Miles Bivins Childers Trust et al and the City of Amarillo for \$175,000.00.

K. **CONSIDER AWARD - FLEET ASSET MANAGEMENT SYSTEM SOFTWARE AS A SERVICE (SAAS):**

(Contact: Matthew Poston, Finance Director)

Award to: OpenGov, Inc. - Not to exceed \$240,050

This item considers the award of a three-year contract for software as a service (SaaS) for the fleet asset management system to be part of the new Financial/ERP Software System (Enterprise Resource Planning System) for City financial applications and other related systems. The total cost includes \$105,879.00 for implementation services - statement of work and \$134,171.00 for three years of annual SaaS fees.

L. **CONSIDER AWARD – PROCUREMENT CARD PROGRAM SERVICES:**

(Contact: Matthew Poston, Finance Director)

Award to: JP Morgan Chase

This item considers the award of a three-year agreement, with two one-year options to renew, to provide procurement card program services to be utilized by various City departments. Under the agreement, the City will earn an annual rebate of 1.54% based off an average yearly spend of \$7,000,000. The average rebate is anticipated to be \$107,800.

M. **CONSIDER PURCHASE - INDUSTRIAL SCRUBBER/SWEEPER:**

(Contact: Donny Hooper, Public Works Director)

Award to: Shoppas Material Handling - \$56,092.00

This item considers the purchase of an industrial scrubber/sweeper to be used by the Amarillo Civic Center Complex in daily operations. This is the scheduled replacement of fleet unit 8455 which has reached the end of its usable life cycle.

N. **CONSIDER AWARD – MICROSOFT TEAMS VOICE LICENSING:**

(Contact: Missy Tucker, Director of Information Technology)

Award to: SoftwareOne - \$55,620.00

This item considers the award of an agreement to provide Microsoft Teams Voice licensing for use in transitioning the City's phone system to Voice-Over-IP (VOIP).

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 3 – NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson introduced and item to discuss and consider an ordinance authorizing the issuance of the City of Amarillo, Texas Hotel Occupancy Tax Revenue Bonds, Taxable Series 2023; prescribing the forms, terms, and provisions of said bonds; pledging hotel occupancy tax revenues to the payment of the principal of and interest on said bonds; enacting provisions incident and related to the issuance, payment, security, sale and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement, and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date. Ms. Storrs and Steven Adams, Specialized Public Finance, presented the item. A motion was made to adopt the below captioned ordinance by Mayor Pro Tem Powell, seconded by Councilmember Smith.

ORDINANCE NO. 8053

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF AMARILLO, TEXAS, HOTEL OCCUPANCY TAX REVENUE BONDS, TAXABLE SERIES 2023”; PRESCRIBING THE FORMS, TERMS, AND PROVISIONS OF SAID BONDS; PLEDGING HOTEL OCCUPANCY TAX REVENUES TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AGREEMENT, AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3B: Mayor Nelson introduced a public hearing and first reading of an ordinance approving and adopting the Five-Year Community Investment Program for FY 2022-2023 through 2026-2027. Kyle Schniederjan, Director of Capital Projects Development and Engineering, and Ms. Storrs presented the item. Mayor Nelson opened a public hearing. Speaking FOR the item were none; speaking AGAINST the item was James Schenck; and speaking ON the item were none. Mayor Nelson closed the public hearing. A motion was made to adopt the below captioned resolution by Mayor Pro Tem Powell, seconded by Councilmember Stanley.

ORDINANCE NO. 8054

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, APPROVING AND ADOPTING THE FIVE-YEAR COMMUNITY INVESTMENT PROGRAM FOR FY 2022-2023 THROUGH 2026-2027; MAKING CERTAIN FINDINGS; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3C: Mayor Nelson introduced a first reading to consider approval of an ordinance amending the Amarillo Municipal Code, Chapter 12-4, Section 12-4-5(n) to update certain

golf fees. George Priolo, General Manager of Golf Operations, presented the item. A motion was made to adopt the below captioned resolution by Mayor Pro Tem Powell, seconded by Councilmember Sauer.

ORDINANCE NO. 8055
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AMARILLO, TEXAS: AMENDING THE AMARILLO
MUNICIPAL CODE, CHAPTER 12-4, SECTION 12-4-5(n)
TO UPDATE CERTAIN GOLF FEES; PROVIDING FOR:
SEVERABILITY, REPEALER, CONTINUATION OF PRIOR
LAW, AND EFFECTIVE DATE.

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

ITEM 4 – EXECUTIVE SESSION:

Mr. McWilliams advised at 3:30 p.m. that the City Council would convene in Executive Session per Texas Government Code: A) Sec. 551.074 – Discuss the appointment, employment, evaluation, duties, and qualifications of a public officer or employee: i) Discussion of City Manager Jared Miller's performance evaluation and City Manager Employment Agreement.

Mr. McWilliams announced that Executive Session was adjourned at 8:48 p.m. and recessed the Regular Meeting.

ATTEST:

Stephanie Coggins, City Secretary

Ginger Nelson, Mayor



Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Customer Service
Department: City Secretary
Contact Person: Stephanie Coggins, City Secretary

Agenda Caption: CONSIDER APPROVAL – MINUTES

This item considers approval of the City Council minutes for the special meeting held on April 3, 2023.

Agenda Item Summary: This item considers approval of the City Council minutes for the special meeting held on April 3, 2023.

Requested Action: Consider for approval as presented.

Funding Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval as presented.

Attachments: 1. Minutes 2023_04_03

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 3rd day of April 2023, the Amarillo City Council met at 1:00 p.m. for a special called 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
BRYAN MCWILLIAMS	CITY ATTORNEY
JON BARNES	ASSISTANT TO THE CITY MANAGER
JONNI GLICK	ASSISTANT CITY SECRETARY

ITEM 1 – CALL TO ORDER:

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 1:12 p.m. welcomed those in attendance, and the following items of business were conducted.

ITEM 2 – INVOCATION:

The invocation was given by Carol Smith.

ITEM 3 - PUBLIC ADDRESS:

Tom Scherlen, of Amarillo, spoke against Agenda Item No. 5A. James Schenck, of Amarillo, spoke against Agenda Item No. 5A. John Ingerson, of Amarillo, spoke against Agenda Item No. 5A. Kelsey Richardson, of Amarillo, spoke against Agenda Item No. 5A. Matthew Neely, not of Amarillo, spoke to a topic that was not on the agenda. Don Tipps, of Amarillo, spoke on Agenda Item No. 5A. John Adair, of Amarillo, spoke against Agenda Item No. 5A. Michael Fisher, of Amarillo, spoke against Agenda Item No. 5A. Claudette Smith, of Amarillo, spoke against Agenda Item No. 5A. Rick Sprouse, of Amarillo, spoke against Agenda Item No. 5A. Ronnie Kenyon, of Amarillo, spoke against Agenda Item No. 5A. Linda Watkins, of Amarillo, spoke against Agenda Item No. 5A. Jeffrey McGunegle, of Amarillo, spoke on Agenda Item No. 5A. Rhonda Savant, of Amarillo, spoke against Agenda Item No. 5A. There were no further comments.

ITEM 4 – EXECUTIVE SESSION:

Mr. McWilliams advised at 1:49 p.m. that the City Council would convene in Executive Session per Texas Government Code: A) Sec. 551.074 – Discuss the appointment, employment, evaluation, duties, and qualifications of a public officer or employee: i) Discussion of City Manager Jared Miller's performance evaluation and City Manager Employment Agreement.

Mr. McWilliams announced that Executive Session was adjourned at 4:00 p.m. and resumed the Special Meeting.

ITEM 5 – NON-CONSENT ITEMS:

ITEM 5A: Mayor Nelson introduced an item to consider an employment agreement with City Manager Jared Miller. A motion was made to approve the draft contract for the City Manager Mr. Jared Miller, as it is written, by Mayor Pro Tem Powell, seconded by Councilmember Smith.

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

ITEM 6 – ADJOURN:

Mayor Nelson adjourned the special meeting at 4:19 p.m.

ATTEST:

Stephanie Coggins, City Secretary

Ginger Nelson, Mayor



Agenda Transmittal Memo

Date: April 11, 2023

Council Priority: Economic Development and Redevelopment
Fiscal Responsibility

Department: Capital Projects Development and Engineering

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

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8054

This item is the second and final reading of an ordinance approving and adopting the Five-Year Community Investment Program for FY 2022-2023 through 2026-2027.

Agenda Item Summary: This item considers an Ordinance adopting the City's 5-year CIP which will guide capital investments over the next five years.

Requested Action: Consider the second and final reading of the ordinance.

Funding Summary: See the Community Investment Plan document and the approved FY 22/23 Annual Budget.

Community Engagement Summary: Community outreach, workshops, multi-media presentations, and Council workshops are held throughout the year.

Staff Recommendation: Recommend approval of the proposed Ordinance.

Attachments: 1. Ordinance No. 8054

ORDINANCE NO. 8054

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, APPROVING AND ADOPTING THE FIVE-YEAR COMMUNITY INVESTMENT PROGRAM FOR FY 2022-2023 THROUGH 2026-2027; MAKING CERTAIN FINDINGS; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council of the City of Amarillo, Texas, has directed the City staff to prepare and present a statement of capital projects planned for the next succeeding five (5) fiscal years, with estimates of their cost; and

WHEREAS, the City Manager has presented in detail to the City Council a proposed Community Investment Program (CIP) for Fiscal Years 2022-2023 through 2026-2027; and

WHEREAS, the City Council has considered the input of the public and the recommendations of its staff and hereby determines it to be in the public interest to adopt a five-year Community Investment Program for Fiscal Years 2022-2023 through 2026-2027 to service the public health, safety, and general welfare of the citizens; and

WHEREAS, a copy of the Community Investment Program for Fiscal Years 2022-2023 through 2025 -2026 has been made available for public review and the City Council desires to adopt the Program; and

WHEREAS, the Fiscal Years 2022-2023 through 2026-2027 Community Investment Program provides a general framework to guide project planning and financing over a five-year period; and

WHEREAS, the Fiscal Years 2022-2023 through 2026-2027 Community Investment Program is based on general priorities and available financing as can be anticipated at the present time; and

WHEREAS, it is the intention of the City Council that the Community Investment Program will be updated annually and include five years of planned and affordable projects while considering projects that have been completed in the prior fiscal year.

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The certain compilation identified as the Proposed Community Investment Program for Fiscal Years 2022-2023 through 2026-2027, a copy of which is attached hereto, is hereby incorporated in full by this reference and is hereby adopted as the five-year Community Investment Program for the City of Amarillo, Texas.

SECTION 3. The Community Investment Program will be updated each year to recognize changes in the Program as the result of completed projects, changes in project cost and current financing capability of the City.

SECTION 4. The first year of the Community Investment Program will be adopted each year as the Capital Investment Program for the current fiscal year through the annual budget ordinance.

SECTION 5. Repealer. All Ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict only.

SECTION 6. Severability. If any provision, section, subsection, or clause 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 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. 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 28th day of March 2023; and PASSED on Second and Final Reading the 11th day of April 2023.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: April 11, 2023

Council Priority: Civic Pride
Fiscal Responsibility

Department: Parks and Recreation

Contact Person: Michael Kashuba, Director of Parks and Recreation

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8055

This item is a second and final reading to consider approval of an ordinance amending the Amarillo Municipal Code, Chapter 12-4, Section 12-4-5(n) to update certain golf fees.

Agenda Item Summary: This ordinance updates the Happy Hour Golf Pricing at Municipal Golf Courses.

EXISTING FEES

Ross Rogers/Camanche - Happy Hour Individual w/ Cart (AFTER 6:00 P.M.)\$15.00
Ross Rogers/Camanche Happy Hour Family w/ Cart (AFTER 6:00 P.M.)\ \$30.00

PROPOSED FEES

Ross Rogers- Happy Hour Individual w/ Cart (AFTER 6:00 P.M.)\$20.00
Comanche - Happy Hour Individual w/ Cart (AFTER 6:00 P.M.)\$17.00
Ross Rogers - Happy Hour Family w/ Cart (AFTER 6:00 P.M.)\ \$40.00
Comanche - Happy Hour Family w/ Cart (AFTER 6:00 P.M.)\ \$34.00

Requested Action: Approval of the amendment to Ordinance 12-4, Article I, Section 12-4-5(n) to update the Happy Hour Golf Pricing at Municipal Golf Courses.

Funding Summary: N/A

Community Engagement Summary: 3/8/2023 – Park Board recommended the proposed fee changes for Council consideration.

Staff Recommendation: Staff recommends approval.

Attachments: 1. Ordinance No. 8055

ORDINANCE NO. 8055

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 12-4, SECTION 12-4-5(n) TO UPDATE CERTAIN GOLF FEES; PROVIDING FOR: SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW, AND EFFECTIVE DATE.

WHEREAS, on or about March 8, 2023, the Parks and Recreation Board recommended updating the Happy Hour golf fees.

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 12-4, Article I, Section 12-4-5(n) be and hereby is amended in part as follows:

(n) Ross Rogers/~~Camanche~~ - Happy Hour Individual w/ Cart (AFTER 6:00 P.M.)

.....~~\$15.00~~\$20.00

Comanche – Happy Hour Individual w/ Cart (AFTER 6:00 P.M.)\$17.00

Ross Rogers/~~Camanche~~ – Happy Hour Family w/ Cart (AFTER 6:00 P.M.).....~~\$30.00~~\$40.00

Comanche – Happy Hour Family w/ Cart (AFTER 6:00 P.M.)\$34.00

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 28th day of March 2023; and PASSED on Second and Final Reading the 11th day of April 2023.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

DRAFT



Agenda Transmittal Memo

Date: April 11, 2023

Council Priority: Economic Development and Redevelopment
Public Safety

Department: Planning and Development Services

Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: CONSIDER APPROVAL - AVIATION CLEAR ZONE EASEMENT

This item considers approval of an Aviation Clear Zone Easement, being 4,250 feet above mean sea level above the plat of Mayhue Addition Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 119, Block 2, A.B.&M. Survey, Randall County, Texas. (VICINITY: Horizon Rd. and Eastern St.; APPLICANT/S: Rocky and Carol Zogg)

Agenda Item Summary: The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Mayhue Addition Unit No. 2.

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

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

This ACZ Easement is establishing a height regulation of 4,250 feet above mean sea level for the plat of Mayhue Addition Unit No. 2.

Requested Action: Planning Department Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City Council Consideration as a consent agenda item.

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

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of this Aviation Clear Zone Easement.

Attachments:

1. ACZ-22-14 Easement
2. ACZ-22-14 Sketch

AVIATION CLEAR ZONE EASEMENT

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

WHEREAS, Rocky Zogg and Carol Zogg, hereinafter called “GRANTOR,” whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

Aviation Clear Zone Easement being 4,250 feet above mean sea level above the plat of Mayhue Addition Unit No 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 119, Block 2, AB&M Survey, Randall County Texas.

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

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,250 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree, or other object in the airspace to any elevation greater than 4,250 feet above mean sea level.

TO HAVE AND TO HOLD said aviation clear zone easement, passage easement, and rights-of-way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until Rick Husband Amarillo International Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and

that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 4th day of November, 2022.

GRANTOR

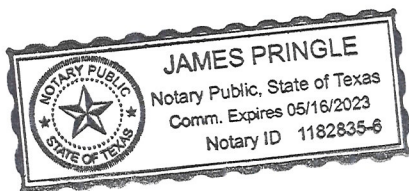


Rocky Zogg

THE STATE OF Texas §

COUNTY OF Randall §

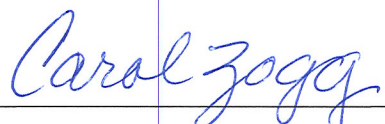
This instrument was acknowledged before me on this the 4th day of November, 2022, by Rocky Zogg.





Notary Public, State of Texas

GRANTOR

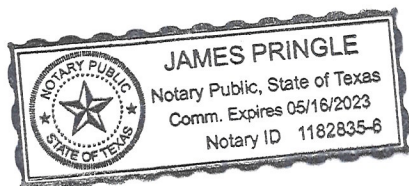


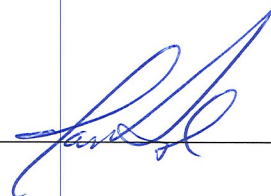
Carol Zogg

THE STATE OF Texas §

COUNTY OF Randall §

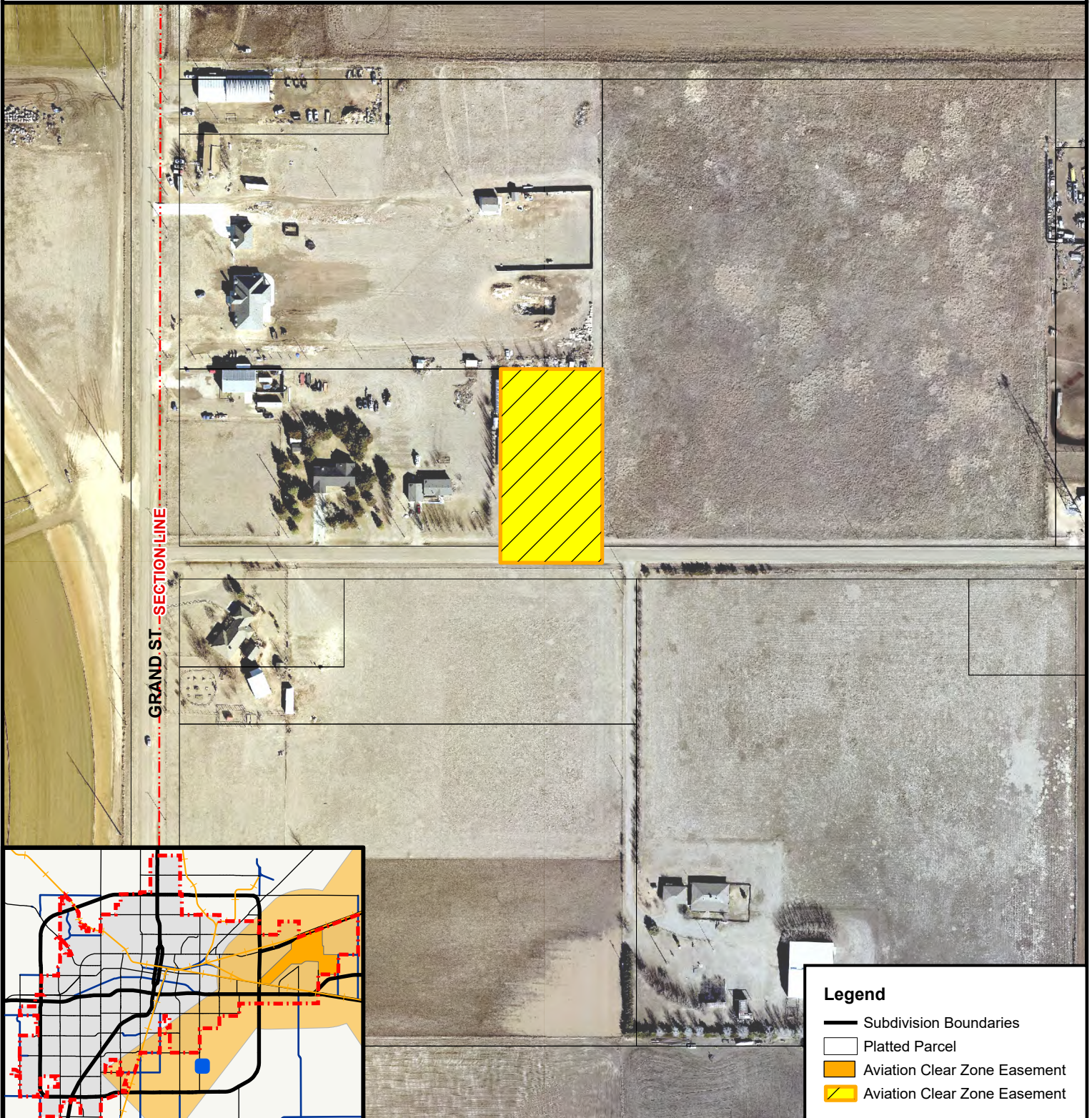
This instrument was acknowledged before me on this the 4th day of November, 2022, by Carol Zogg.





Notary Public, State of Texas

AVIATION CLEAR ZONE EASEMENT



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch=250Feet
Date: 10/17/2022
Case No: ACZ-22-14



Aviation Clear Zone Easement, being 4,250 feet above mean sea level above the plat of Mayhue Addition Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 119, Block 2, A.B.&M. Survey, Randall County, Texas.

VICINITY: Horizon Rd. and Eastern St.
APPLICANT/S: Rocky and Carol Zogg

AP: Q-16



Agenda Transmittal Memo

Date: April 11, 2023

Council Priority: Economic Development and Redevelopment
Public Safety

Department: Planning and Development Services

Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: CONSIDER APPROVAL - AVIATION CLEAR ZONE EASEMENT

This item considers approval of an Aviation Clear Zone Easement, being 5,400 feet above mean sea level above the plat of Osage Acres Unit No. 9, a suburban subdivision in the City of Amarillo, being a replat of Lot 1, Block 1, Osage Acres Unit No. 6 and an unplatted tract of land, in Section 148, Block 2, A.B.&M. Survey, Randall County, Texas. (VICINITY: FM 1151 and FM 1541; APPLICANT/S: GTB Partners)

Agenda Item Summary: The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Osage Acres Unit No. 9.

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

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

This ACZ Easement is establishing a height regulation of 5,400 feet above mean sea level for the plat of Osage Acres Unit No. 9.

Requested Action: Planning Department Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City Council Consideration as a consent agenda item.

Funding Summary: The easement is being granted to the city at no cost.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of this Aviation Clear Zone Easement.

Attachments:

1. ACZ-22-16 Easement
2. ACZ-22-16 Sketch

AVIATION CLEAR ZONE EASEMENT

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

WHEREAS, GTB Partners, hereinafter called "GRANTOR," whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

Aviation Clear Zone Easement being 5,400 feet above mean sea level above the plat of Osage Acres Unit No. 9, a suburban subdivision to the City of Amarillo, being a replat of Lot 1, Block 1, Osage Acres Unit No. 6, and a unplatted tract of land, in Section 148, Block 2, A.B.&M. Survey, Randall County, Texas.

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

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 5,400 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 5,400 feet above mean sea level.

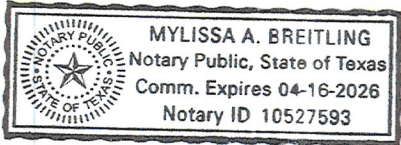
TO HAVE AND TO HOLD said aviation clear zone easement, passage easement, and rights-of-way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until Rick Husband Amarillo International Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and

that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 12th day of December, 2022.

GRANTOR
GTB Partners



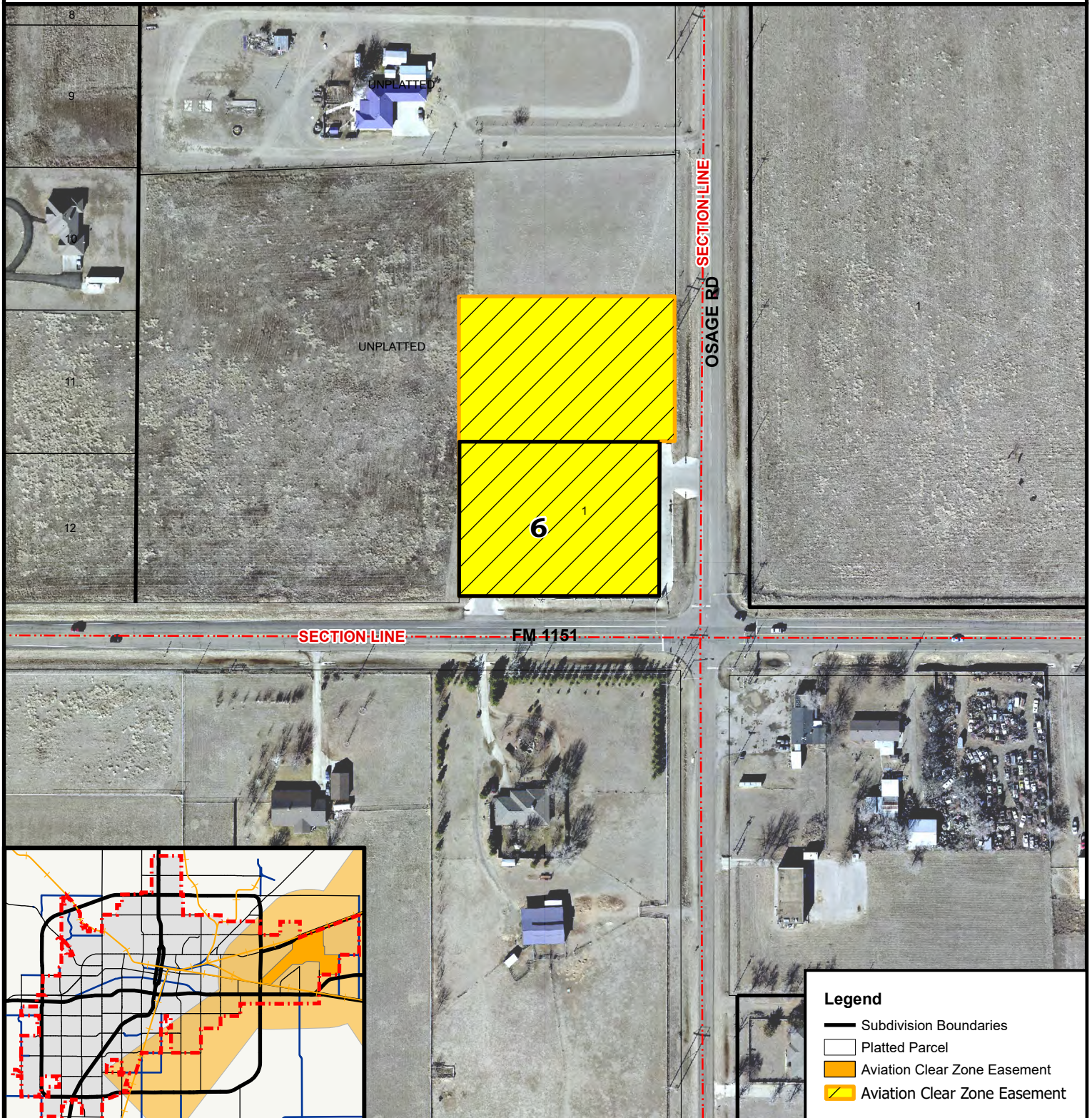
Terry McKee
By: Terry McKee

THE STATE OF Texas §
COUNTY OF Randall §

This instrument was acknowledged before me on this the 12th day of December, 2022, by Terry McKee.

Mylissa A. Breitling
Notary Public, State of Texas

AVIATION CLEAR ZONE EASEMENT



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch=200Feet
Date: 10/17/2022
Case No: ACZ-22-16



Aviation Clear Zone Easement, being 5,400 feet above mean sea level above the plat of Osage Acres Unit No. 9, a suburban subdivision to the City of Amarillo, being a replat of Lot 1, Block 1, Osage Acres Unit No. 6 and an unplatted tract of land, in Section 148, Block 2, A.B.&M. Survey, Randall County, Texas.
VICINITY: FM 1151 and FM 1541
APPLICANT/S: GTB Partners

AP: O-19



Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Economic Development and Redevelopment
Department: Planning and Development Services
Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: CONSIDER APPROVAL - AVIATION CLEAR ZONE EASEMENT

This item considers approval of an Aviation Clear Zone Easement, being 4,800 feet above mean sea level above the plat of South Georgia Business Park Unit No. 2, a suburban subdivision of the City of Amarillo, being an unplatted tract of land, in Section 182, Block 2, A.B.&M. Survey, Randall County, Texas. (VICINITY: Georgia Street and Farmers Avenue, APPLICANT/S: A-5 Realty, LLC)

Agenda Item Summary: The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat South Georgia Business Park Unit No. 2.

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

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

This ACZ Easement is establishing a height regulation of 4,800 feet above mean sea level for the plat of South Georgia Business Park Unit No. 2.

Requested Action: Planning Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City Council Consideration as a consent agenda item.

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

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of this Aviation Clear Zone Easement.

Attachments:

1. ACZ-23-03 Easement
2. ACZ-23-03 Sketch

AVIATION CLEAR ZONE EASEMENT

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

WHEREAS, A-5 Realty, LLC, hereinafter called “GRANTOR,” whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

Aviation Clear Zone Easement being 4,800 feet above mean sea level above the plat South Georgia Business Park Unit No. 2 a suburban subdivision and an addition to the City of Amarillo, being a unplatted tract of land in Section 182, Block 2, AB&M Survey, Randall County, Texas.

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

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,800 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree, or other object in the airspace to any elevation greater than 4,800 feet above mean sea level.

TO HAVE AND TO HOLD said aviation clear zone easement, passage easement, and rights-of-way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until Rick Husband Amarillo International Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and

that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

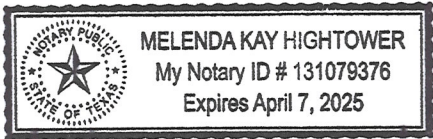
IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 16th day of February, 2023.

GRANTOR: A-5 Realty, LLC

James Cramer
By James Cramer, Registered Agent

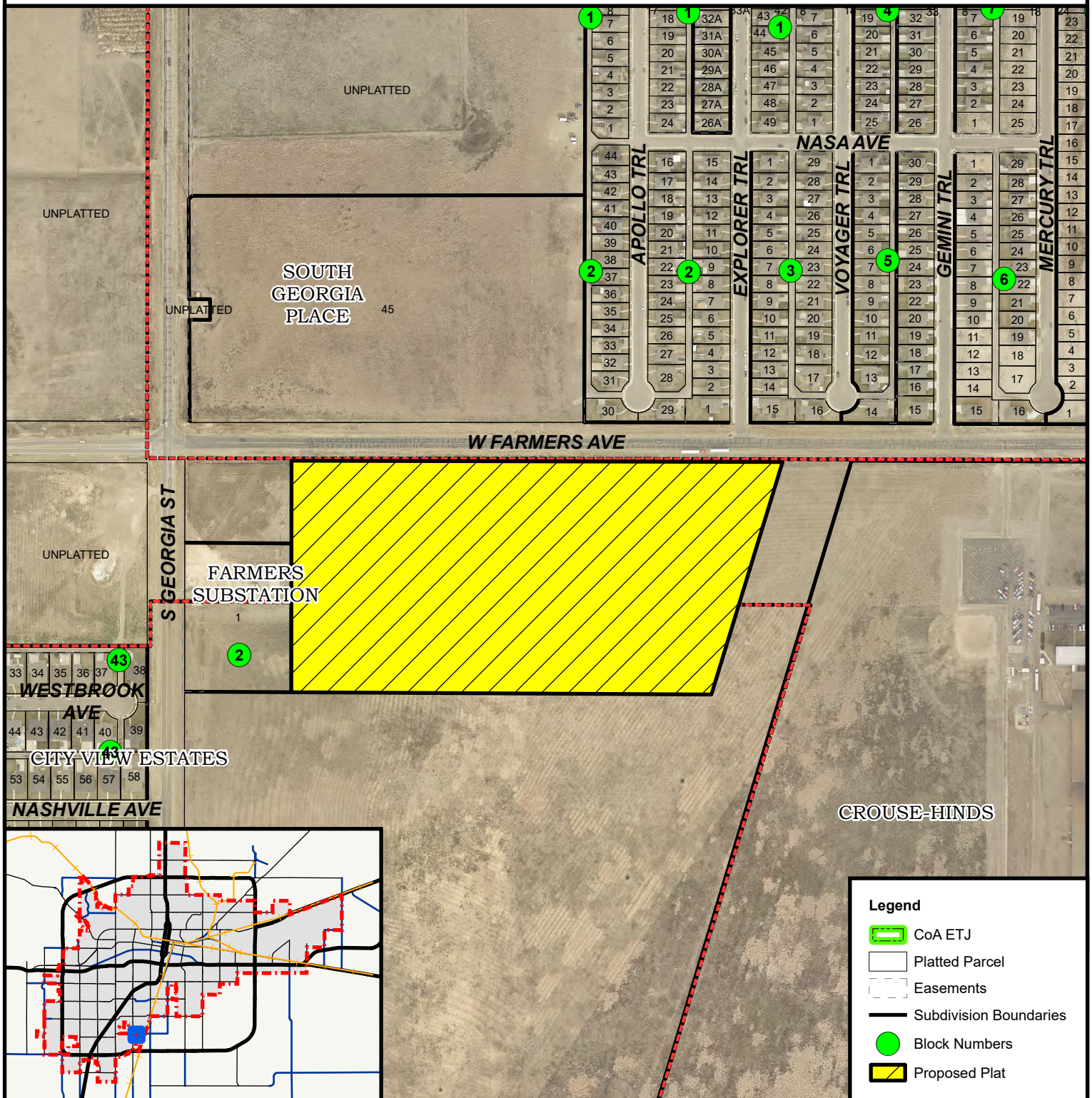
THE STATE OF Texas §
COUNTY OF Randall §

This instrument was acknowledged before me on this the 16 day of February, 2023, by James Cramer.



Melenda Kay Hightower
Notary Public, State of Texas

Aviation Clear Zone Easement



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 400 Feet
Date: 1/27/2023
Case No: ACZ-23-03



Aviation Clear Zone Easement, being 4,800 feet above mean sea level above the plat of South Georgia Business Park Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 182, Block 2, A.B.&M. Survey, Randall County, Texas.

VICINITY: Georgia Street and Farmers Avenue
APPLICANT/S: A-5 Realty, LLC

AP: M-17



Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Civic Pride
Department: City Manager's Office
Contact Person: Laura Storrs, Assistant City Manager and CFO

Agenda Caption: CONSIDER APPROVAL - POTTER COUNTY SHERIFF SALES

This item is to consider authorizing Potter County, as Trustee, to sell multiple Sheriff Sale properties that were sent out for bid. The County is requesting authorization of the Sheriff Sale properties from all taxing entities. The property sale process provides for the taxing entities, depending on the amount of bids/sale amount, to recoup all or a portion of delinquent taxes.

Agenda Item Summary: This item authorizes Potter County as the Trustee, to award to the highest bidder, property located at:

- 2500 SW 1st Ave. to Domingo Diaz for \$600.00
- 110 NW 13th Ave. to Domingo Diaz for \$400.00

The County is requesting authorization of the sale to the highest bidder from all taxing entities.

Requested Action: Approval of the sale of property.

Funding Summary: There is no funding associated with this item.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of the private sale of property.

Attachments: 1. Letter from Potter County

County of Potter

STATE OF TEXAS
SANTA FE BUILDING

TAX OFFICE
900 S. POLK, SUITE 106
PO BOX 2289
AMARILLO, TEXAS 79105-2289



PHONE: (806) 342-2600
FAX: (806) 342-2637
pcto@co.potter.tx.us

SHERRI AYLOR, PCC
TAX ASSESSOR-COLLECTOR

April 3, 2023

City of Amarillo
Stephanie Coggins, City Secretary
P. O. Box 1971
Amarillo, TX 79105-1971

Ms. Coggins:

Enclosed is a list of Sheriff Sale properties that Potter County, as Trustee, sent out for bid. The bidder who qualified to purchase the property has been highlighted, and we have received their payment for the property. Please place this item on your April 11TH agenda for their deed approval and signature(s).

If you would please e-mail a confirmation that this item has been placed on your agenda to katrinaadams@co.potter.tx.us or contact Katrina at #342-2607.

Sincerely,

A handwritten signature in blue ink that reads "Sherri Aylor".

SHERRI AYLOR, PCC
Tax Assessor-Collector

SA/ka

Enclosure

TRUSTEE PROPERTY SALE

MARCH 1, 2023

PROPERTY DESCRIPTION:

127638

LOT:

BLOCK:

TR 17 EXC SOLD PTNS & EXC PLATTED
AREA

CARR SUB

BIDS RECEIVED:

WITHDRAWN

CAUSE # 15432A

TOTAL DUE:

PROPERTY DESCRIPTION:

135001

LOT:

BLOCK:

3

E 17.71FT OF N 175FT OF 1 EXC
CTR 10 X 75 FT

BEVERLY GARDENS

BIDS RECEIVED:

WITHDRAWN

CAUSE # 16610E

TOTAL DUE:

PROPERTY DESCRIPTION:

156049

LOT:

BLOCK:

111

S 90 FT OF 12

ORIG TOWN OF AMA

BIDS RECEIVED:

DOMINGO DIAZ

\$ 600.00

LUKE MAREK

50.00

CAUSE # 21912A

TOTAL DUE: \$ 6,388.96

2500 SW 1ST AVE

PROPERTY DESCRIPTION:

100308

LOT:

BLOCK:

13

W 30 FT OF 6

AMARILLO HEIGHTS

BIDS RECEIVED:

DOMINGO DIAZ

\$ 400.00

CAUSE # 22333B

TOTAL DUE: \$ 2,996.23

110 NW 13TH AVE



Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Public Safety
Department: Police Department
Contact Person: Martin Birkenfeld, Chief of Police

Agenda Caption: CONSIDER APPROVAL - APPOINTMENT OF FIVE CANDIDATES FOR THE AMARILLO POLICE RESERVE FORCE

This item considers the approval to appoint Fred Perez, Brandon Beard, Robert Hightower, Bruce Cox, and Robert Gabel to be Police Reserve Force Officers.

Agenda Item Summary: In accordance with Texas Local Government Code Section 341.012 and Amarillo Municipal Code Section 10-4-13 (c) the following names may be considered for approval as Amarillo Police Reserve Officers.

These candidates are former Amarillo Police Officers who left the department under honorable conditions. These candidates meet all the requirements to be Peace Officers in the State of Texas.

1. Fred Perez
2. Brandon Beard
3. Robert Hightower
4. Bruce Cox
5. Robert Gabel

Requested Action: The Chief of Police recommends that Fred Perez, Brandon Beard, Robert Hightower, Bruce Cox, and Robert Gabel be approved by the City Council for appointment as Amarillo Police Reserve Officers.

Funding Summary: These are volunteer positions. Funding for uniforms and equipment is already in 1640 general fund.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of the candidates for the Amarillo Police Reserve force.

Attachments: None



Agenda Transmittal Memo

Date: April 11, 2023

Council Priority: Economic Development and Redevelopment

Department: City Manager's Office

Contact Person: Floyd Hartman, Assistant City Manager

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 04-11-23-1

This item considers a resolution declaring the necessity to acquire a right-of-way to approximately 24.74 acres of land situated in Section 66 and 67, block 2, A.B. & M. Survey, in Potter County, Texas, in the City of Amarillo, Texas, for sewer expansion; determining the public necessity for such acquisition; authorizing the acquisition of property rights necessary for the sewer expansion project; appointing an appraiser and negotiator as necessary; authorizing the City Manager of the City of Amarillo, Texas, to establish just compensation for the property rights to be acquired; authorizing the City Manager or designee to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the City Attorney or designee to institute condemnation proceedings to acquire the property if purchase negotiations are not successful.

Agenda Item Summary: This item is to consider the approval of a resolution to determine the public need and to approve the City Manager and City Attorney or designee to take all steps necessary to acquire a right-of-way across approximately 24.74 acres of land situated in Section 66 and 67, Block 2, A.B. & M. Survey, in Potter County, Texas.

Requested Action: Requesting approval of the resolution.

Funding Summary: Funding is available in project 530042 WWC North-East Interceptor.

Community Engagement Summary: N/A

Staff Recommendation: City staff recommends approval.

Attachments:

1. Resolution(3737318.1) (003)revised
2. NEI SCHEMATIC AND PROPETY OWNER TABLE

RESOLUTION NO. 04-11-23-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, DECLARING THE NECESSITY TO ACQUIRE A RIGHT-OF-WAY TO APPROXIMATELY 24.74 ACRES OF LAND SITUATED IN SECTION 66 AND 67, BLOCK 2, A.B. & M. SURVEY, IN POTTER COUNTY, TEXAS, IN THE CITY OF AMARILLO, TEXAS, FOR SEWER EXPANSION; DETERMINING THE PUBLIC NECESSITY FOR SUCH ACQUISITION; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR THE SEWER EXPANSION PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER OF THE CITY OF AMARILLO, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE CITY ATTORNEY OR DESIGNEE TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Amarillo, Texas (“City Council”), has determined that 24.74 acres (10,557 square feet) of land situated in the Section 66 and 67, Block 2, A.B.&M. Survey, in Potter County, Texas, with a street address of 7001 State Highway 136, Amarillo, Texas (the “Property”), a legal description [NOTE: exact legal is not required for sewer] of which is attached hereto, is appropriate for use by the City of Amarillo for the City's Northeast Sanitary Interceptor Sewer expansion (“Sewer Project”), and that there exists a public necessity to acquire the Property as an easement and right-of-way; and

WHEREAS, the City Council desires to acquire the Property for the aforementioned public uses in conjunction with the Sewer Project because, increased sanitary sewer infrastructure is required to support existing businesses and further growth and development in the City of Amarillo, Texas; and

WHEREAS, the City Council desires that the City Manager, or designee, take all necessary steps to acquire the needed property interests, including but not limited to the retention of appraisers, engineers, counsel, and other consultants and experts, and that the City Manager, or designee, negotiate the purchase of the property interests and, if unsuccessful in purchasing the needed property interests, to institute condemnation proceedings to acquire the Property.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Amarillo, Texas, and they are hereby approved and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2

The City Council hereby finds and determines that a public use and necessity exists for the City of Amarillo to expand and undertake associated sewer improvements as part of the Sewer Project, and to acquire the necessary property rights in the Property deemed necessary for expansion/reconstruction of the Sewer Project, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

SECTION 3

The City Manager, or designee, is authorized and directed to negotiate for and to acquire the required property rights for the City of Amarillo, and to acquire said rights in compliance with State and Federal law. Moreover, the City Manager, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts, counsel, or consultants that deemed necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

SECTION 4

The City Manager, or designee, is appointed as negotiator for the acquisition of the needed property interests and, as such, the City Manager or designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose. Further, the City Manager or designee is specifically authorized to establish the just compensation for the acquisition of the Asarco Property. Additionally, if the City Manager or designee determines that an agreement as to damages or compensation cannot be reached, then the City Attorney or designee is hereby authorized and directed to file or cause to be filed, against the owner(s) and interested parties of the needed property interests, proceedings in eminent domain to acquire the above-stated interests in the Property.

SECTION 5

This resolution is effective immediately upon passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this
11th day of April, 2023.

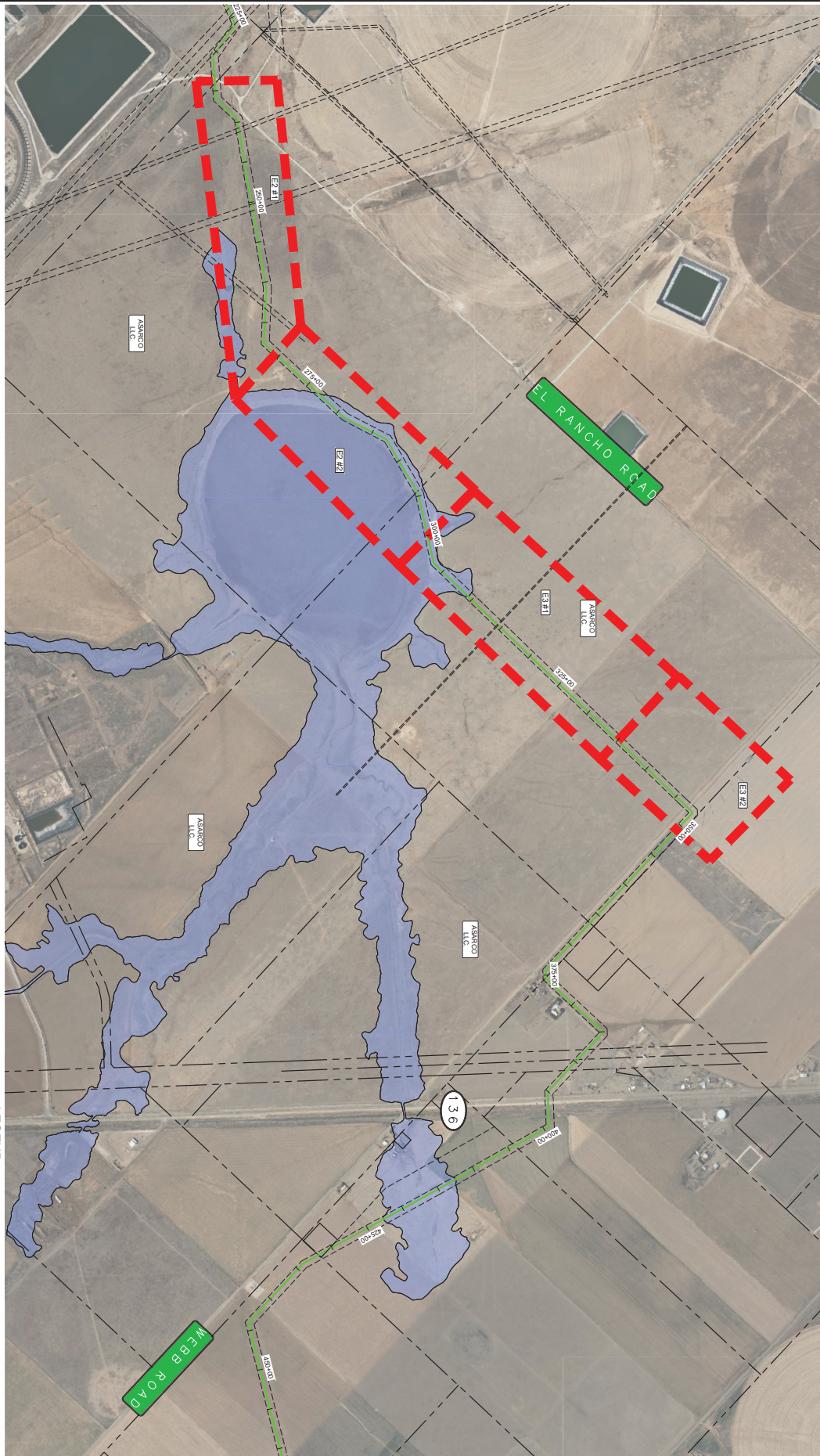
Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney



LEGEND

 PROPOSED SANITARY SEWER ALIGNMENT

 PROJECT VICINITY SEWER INTERCEPTION



E1

DATE: MARCH 2023
 DESIGN: WCS
 DRAWN: DRA
 CHECKED: KAF
 KHA NO.: 061210017

NORTHEAST INTERCEPTOR
 ALIGNMENT AT ASARCO PROPERTY

CITY OF
 AMARILLO, TEXAS
 NORTHEAST
 INTERCEPTOR



THIS DOCUMENT IS INCOMPLETE
 AND IS RELEASED TEMPORARILY
 FOR INTERIM REVIEW ONLY. IT IS
 NOT INTENDED FOR CONSTRUCTION,
 BIDDING, OR PERMIT PURPOSES.
 KENNY PRIAR P.E.
 SERIAL NO. 120159
 DATE: MARCH 2023

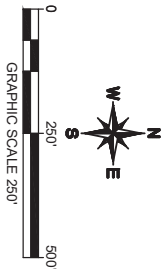
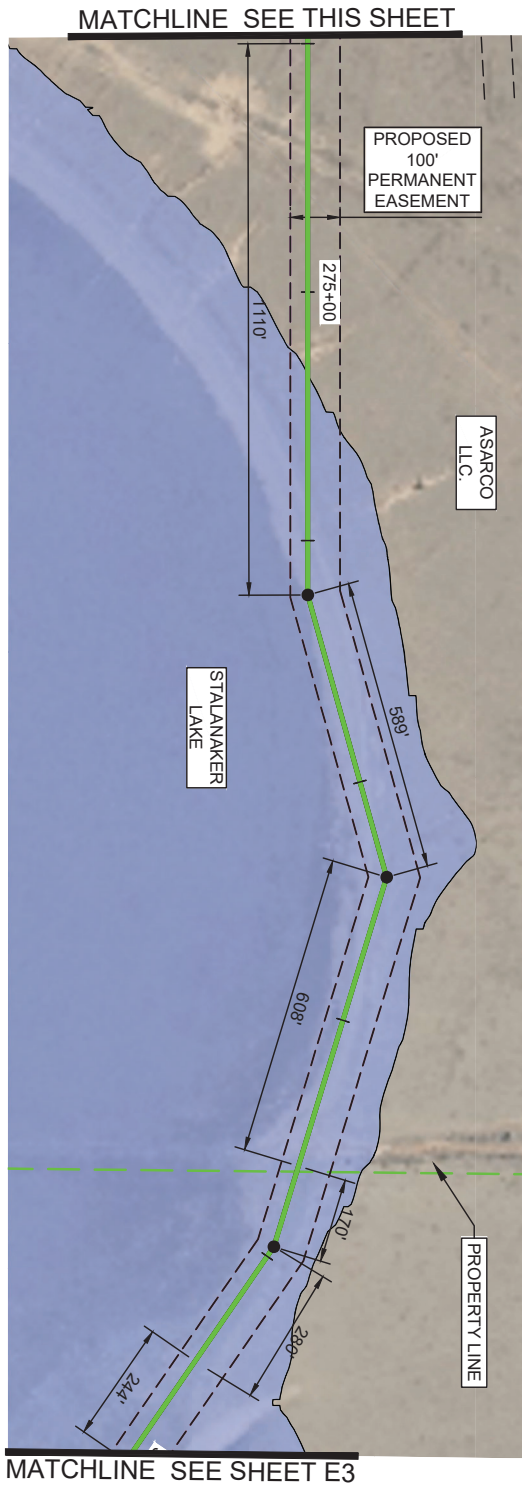
Kimley»Horn

No.	Revision	By	Date

A
F
51210

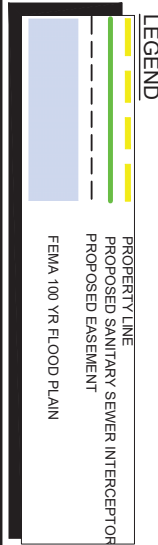
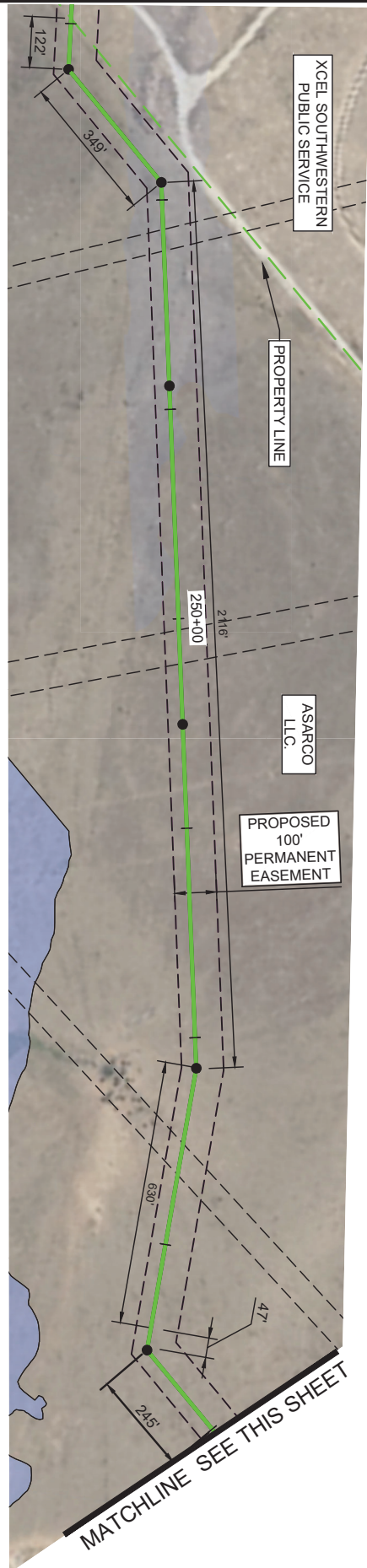
E2 #2

PROPERTY OWNER AND EASEMENT AREA
ASARCO PROPERTY AREA = 6.90 AC



E2 #1

PROPERTY OWNER AND EASEMENT AREA
ASARCO PROPERTY AREA = 8.06 AC



E2

DATE: MARCH 2023
DESIGN: WCS
DRAWN: DRA
CHECKED: KAF
KHA NO.: 061210017

NORTHEAST INTERCEPTOR ALIGNMENT AT ASARCO PROPERTY

CITY OF AMARILLO, TEXAS
NORTHEAST INTERCEPTOR

No.	Revision	By	Date

Kimley»Horn
Firm Registration No. 928
4411 98th St, Suite 300, Lubbock
Texas 79424 806-686-1080



Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Transportation
Department: Airport
Contact Person: Michael Conner, Director of Aviation

Agenda Caption: CONSIDER AWARD - AIRPORT PARKING MANAGEMENT OPERATOR

Award to: LAZ Parking Texas, LLC. - \$50,000.00

This item considers the award of an Airport Parking Management Operator for the Rick Husband Amarillo International Airport. The contract will be for an initial term of five years, with two one-year options to renew.

Agenda Item Summary: This item considers the award of the Airport Parking Management Operator contract to LAZ Parking Texas, LLC., for the Rick Husband Amarillo International Airport. The current parking management operator's contract is expiring. LAZ Parking provided a responsive submittal to the Airport's Request for Proposals (RFP) for a new parking management operator. There were five (5) submittals by various parking operators. LAZ Parking was selected by the evaluation committee as the best overall operator to manage the Airport's parking operation for a five (5) year initial term with two (2) single year optional extensions, and they had the lowest management fee of \$50,000 per year for the initial five (5) year term.

Requested Action: Consider the award of the Airport Parking Management Operator contract to LAZ Parking Texas, LLC.

Funding Summary: The parking operator helps the Airport produce parking revenue through professional management of the Airport's parking lots and revenue control systems. All costs associated with the operation are paid to the parking management operator from the Airport's O&M budget.

Community Engagement Summary: N/A

Staff Recommendation: The Airport staff and the RFP evaluation committee recommends award of this contract to LAZ Parking Texas, LLC.

Attachments: 1. Parking Management Agreement 2023 Final with Vendor Signatures

**CITY OF AMARILLO, TEXAS - AMARILLO INTERNATIONAL AIRPORT
PARKING MANAGEMENT AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Amarillo, a municipal corporation being situated in Potter and Randall Counties, Texas, hereinafter designated as "CITY" and LAZ Parking Texas, LLC., a Texas corporation with its offices and address being One Financial Plaza, 14th Floor, Hartford, CT 01603, hereinafter designated as "COMPANY."

WITNESSETH:

WHEREAS, CITY controls, owns, operates and maintains an airport in the City of Amarillo, County of Potter, State of Texas, known as Rick Husband Amarillo International Airport, with the power to grant rights and privileges with respect thereto, and

WHEREAS, CITY, on the terms and conditions herein contained, grants to COMPANY the right to manage the parking facility at the Airport.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the CITY and COMPANY agree as follows:

SECTION 1 - DEFINITIONS

The following words, terms, and phrases wherever used in this Agreement shall for the purpose of this Agreement have the following meaning respectively, unless the context clearly shall indicate some other meaning:

1.1 "Airport" means the Rick Husband Amarillo International Airport.

1.2 "Agreement" means this Management Agreement, the CITY's Request for Proposal No. 7-23 (including all Addendums and clarifications), COMPANY'S response to the Request for Proposal (including its Best and Final), the Request and response being incorporated herein by reference. In the event of any conflict between this Agreement, the Request for Proposals, and COMPANY'S response, the Agreement governs over the Request and the response and the response governs over the Request.

1.3 "COMPANY" Means LAZ Parking Texas, LLC.

1.4 "Customer Loyalty Program" means a program offering rewards to customers based upon public parking, concessions, or other on-airport purchases to build customer loyalty in utilizing the Airport.

1.5 "Facilities" means areas on the Airport property including the parking garage, all public and employee parking lots, and the parking pay plaza, as the premises where the business of COMPANY may be conducted.

1.6 "Facilities Manager" means the on-site individual directly responsible to the

COMPANY, a full-time qualified and competent individual to manage, maintain, and operate the Facilities and make operational decisions on behalf of the COMPANY.

1.7 "Government Requirements" means all Federal, state and local laws, rules, regulations, ordinances, security plans and rulings, including all amendments now in effect or hereinafter enacted.

1.8 "Gross Revenues" shall mean all monies, paid or payable to the COMPANY by parking patrons for transactions made and for services rendered by the COMPANY in the operation of the Facilities, and all parking fees imposed by the CITY for parking of vehicles in and on the Facilities at all times and locations where the services are rendered, whether on a cash or credit basis. However, any taxes, including but not limited to sales tax, arising hereunder imposed by law directly paid by the COMPANY or the CITY to a taxing authority shall be excluded there- from. Also excluded from Gross Revenues shall be monies paid directly to the CITY for (1) Reserved Parking Spaces and Areas, and (2) Rental Car Ready-Return Spaces.

1.9 "COMPANY'S Manual" (also referred to as the Procedures Manual) shall mean the document to be submitted to the CITY to describe the day-to-day details of the management and operation of the Airport Parking System.

1.10 "Parking Access and Revenue Control System (PARCS)" means the mechanical, electronic, and/or computerized equipment provided and owned by the CITY to control and record entrances and exits from the Facilities, including but not limited to, loop detectors, gate arms, ticket dispensers, fee computers, fee indicators, land control lights, computerized data management systems, license plate recognitions systems, and any other management systems existing or to be established related thereto.

SECTION 2 - TERM

2.1 The initial term of this Agreement shall be five (5) years commencing on the 1st day of May 2023, (Commencement Date) at 12:00AM, and will continue through midnight on the 30th day of April 2028, unless terminated earlier as provided by the contract terms. This Agreement may be renewed at the same terms and conditions hereunder for two (2) additional one (1) year periods at the discretion of the City. Such renewal will be effective by issuance of an amendment. If all such renewal options are exercised by the City, this Agreement will have a final termination date of midnight on the 30th of April 2030. The agreement may continue on a month-to-month basis, subject to the terms and conditions thereof, by mutual written agreement of the parties upon the final termination date in the case that the City determines that special circumstances exist that would cause the Airport to otherwise be without a parking operator.

2.2 Commencement of Fees and Charges. All fees and charges hereunder will commence on May 1, 2023, and will continue for the term of this Agreement.

2.3 Continuation Beyond Term. This Agreement may continue on a month-to-month basis, subject to the terms and conditions hereof, by the mutual written agreement of the parties upon the expiration of the initial term and any renewal terms if the CITY

determines that termination would leave no parking management operator due to circumstances beyond control of the CITY.

2.4 Early Termination of Agreement. CITY shall have the right to terminate the agreement without cause at any time upon sixty (60) days' written notice to COMPANY. COMPANY will not, at any time during the term of this agreement, abandon, terminate, or cease to operate the Parking System without prior written approval from CITY. If the CITY terminates this agreement without cause at any time during the initial term, the CITY shall reimburse the COMPANY 1/60th of COMPANY'S investment in PARCS equipment for each month remaining in the original initial agreement term. In such a case, COMPANY shall provide proof of initial investment in PARCS equipment. CITY shall not be responsible for any other reimbursements except as may be indicated in the COMPANY annual operating budget approved by the CITY.

SECTION 3 - USES AND PRIVILEGES

3.1 Description of Privileges, Uses, and Rights. CITY hereby makes available to the COMPANY for management and operation:

- A. All paid public vehicle Parking Facilities serving the Airport and the main employee parking lot.
- B. The general use, in common with others, of all other public Airport facilities and improvements including all necessary roadways, sidewalks, and/or other public facilities appurtenant to said Airport, not exclusively leased to or under the contractual control of others, which are now or may hereafter be connected with or appurtenant to said Airport, to be necessarily used by COMPANY, its agents and employees, patrons and invitees, suppliers of service, furnishers of material, in connection with its operations hereunder.

Except as expressly set forth, nothing herein contained shall be construed to grant to COMPANY the right to use any space or area improved or unimproved which is exclusively leased to a third party, or for which CITY has not granted use rights herein.

3.2 Description of Facilities. The Facilities shall encompass the vehicle parking areas serving the terminal, pay plaza, control devices, entrances, exits, offices and other improvements, including the Covered Parking Garage, Outdoor Parking Area, Preferred Outdoor Parking Area, and Employee Parking Lot. The CITY reserves the right, at any time it deems necessary, to alter or change the Facilities, or the COMPANY'S scope of responsibility, or the parking rates.

3.3 COMPANY Provided Vehicles. COMPANY will provide all vehicles and equipment necessary for COMPANY'S use in the operation and management of the Facilities. As a minimum, COMPANY shall provide a golf cart for operational purposes.

3.4 Restrictions of Privileges, Uses, and Rights. The rights granted hereunder are expressly limited to the development, maintenance, and operation of the public parking Facilities pursuant to the terms of this Agreement, and nothing contained herein shall be construed to give COMPANY any rights in any future expansion, renovation, or relocation of the Airport Parking System, or its Facilities; provided, however, CITY and COMPANY hereby agree that CITY may designate such additional public vehicle parking or other facilities as it deems appropriate as a part of the Airport Parking Facilities to be part of the Facilities described in Section 3.02 hereof.

SECTION 4 - GROSS REVENUES AND REPORTS

4.1 General. Monies payable by COMPANY to CITY shall include and reflect adjustments for any and all cashier shortages, overages, undercharges, and uncollected parking fees. Any such shortages, undercharges, and uncollected fees shall be included in Gross Revenues and shall be payable to the CITY. Dishonored checks, uncollectible or uncollected fees and credit card charges, and other bad debts shall not be included in Gross Revenues, provided that such transactions were processed utilizing procedures accepted and approved by the CITY. Monies which might be otherwise due from stolen vehicles or vehicles abandoned in the Facilities shall not be included in Gross Revenues, except to the extent monies are actually collected.

COMPANY will be required to accept major credit cards and other cash cards for payment of any customer charges. The major credit cards shall include the following: Visa, Master Card, Discover Card, American Express, and such other credit cards as may be requested by the CITY. CITY reserves the right to select the financial institution to process said credit card transactions. COMPANY may accept personal checks for payment under such terms and conditions as may be approved by CITY for handling such payments.

4.2 Deposits. As soon as practical, but no later than the next banking day following receipt of any Gross Revenues hereunder, except for revenue from credit card payments, the COMPANY shall deposit said Gross Revenues in an account of and to the credit of the CITY, without regard to any adjustments that may ultimately be made, in such bank or other depository as the CITY shall approve. A penalty of ten percent (10%) per day shall be assessed for each day in which Gross Revenues are not deposited as specified herein. Said deposits shall be made utilizing the CITY's approved delivery company which employs such agents engaged in the business of picking up and delivering of such monies, and within a reasonable time following such deposit, the COMPANY shall deliver or have delivered to the CITY the duplicate deposit slip, properly certified by a cashier or officer of the bank, covering such deposit. The COMPANY shall on weekends, holidays, or nights, have the Gross Revenues deposited in any CITY- designated night deposit vault, unless otherwise authorized in writing by the CITY. Regarding the Gross Revenues deposited by the delivery company, it shall be considered that the CITY has come into possession of the Gross Revenue only when the COMPANY has received the certified duplicate deposit slip from the bank.

4.3 Reports. COMPANY shall provide CITY, on or before the twentieth (20th) day of each and every calendar month following the month in which the term of this Agreement shall

commence, in a form and detail satisfactory to CITY, the following reports:

- A. Cashier's daily shift reports.
- B. Daily shift reconciliation.
- C. Daily report of Gross Revenues, overnight vehicle count, and ticket reconciliation in accordance with the approved procedure.
- D. Monthly activity and Gross Revenue summaries and certifications to be reconciled to daily reports.
- E. Monthly summary of operating expenses, net revenue, and net income.
- F. Monthly abandoned vehicle reports showing vehicle tag, registration, days parked, and monies owed.

4.4 Accounting Records. COMPANY shall keep, throughout the entire term of this Agreement, all books of account and records customarily used in this type of operation, and as from time to time may be required by CITY, in accordance with Generally Accepted (Governmental) Accounting Principles (GAAP). Such books of accounts and records shall be retained and available for such period of time as provided herein unless otherwise approved by the CITY. The CITY, at all times, throughout the term of this Agreement and for up to three (3) years following termination, shall have the right to audit and examine, during normal working hours, all such records and books of account relating to the COMPANY'S operation hereunder, provided that the COMPANY shall not be required to retain such books of account and records for more than three (3) years after the end of each year of this Agreement. If the books of account and records are kept at locations other than at the Airport, COMPANY shall arrange for them to be delivered to the Airport in order for the CITY to conduct the audits and inspections as set forth in this Section.

4.5 Annual Audited Statement of Net Revenues. At the close of each contract year (April 1 to March 31) during the term of this Agreement, COMPANY shall cause an audit to be completed of the COMPANY'S accounting transactions relating to its operations under this Agreement for such year. The cost of such audits is reimbursable to the COMPANY as an operating budget item. Such reports as outlined above shall be due on days/dates as specified by the CITY and may be subject to change. All reports shall be computer generated unless otherwise specified or approved by the CITY. If the audit reveals a discrepancy of more than five percent (5%) between the annual revenues deposited, operating expenses incurred, and management fees earned and the revenues, operating expenses, and management fees as determined to be due and owing during such period by the audit, COMPANY will pay the cost of the audit and the amount of any discrepancy with interest at the rate of eighteen percent (18%) per annum.

4.6 Rights of Inspection and Audit. Should CITY elect, from time-to-time, to inspect, and/or audit the books of account and records or any supporting information, COMPANY shall provide CITY and its representatives, upon ten (10) days prior written notice, unlimited access to all of its books of account and records, reports, and supporting information, all of which may be copied by CITY and its representatives. In those situations where COMPANY'S records have been generated from computerized data, COMPANY agrees to provide CITY's representative with extracts of data files in a computer readable format on USB flash drives or suitable alternative computer data exchange media at no cost. COMPANY shall make all such information available for such examination at the Airport. If COMPANY so desires, and CITY concurs, the CITY or its

representative may conduct the audit at a location other than at the Airport at COMPANY'S expense, including, but not limited to, COMPANY'S reimbursement of CITY's travel expenses. None of the travel expenses shall be included as a reimbursement by COMPANY under the provisions of this Agreement.

COMPANY will allow CITY's representative(s) to interview all current or former employees, owners, and subcontractors to discuss matters pertinent to the performance of the Agreement. If an audit performed in accordance with this Article reveals business expenses by COMPANY that are overpriced or unallowable under the terms of the Agreement, COMPANY will, upon written notice from CITY, reimburse CITY any such overpriced or unallowable expenses with thirty (30) days from presentation of CITY's findings to COMPANY, plus interest thereon, from the date such fees or charges became due to the date of payment, at eighteen percent (18%) per annum.

CITY reserves the right to audit the books and records of COMPANY'S parking receipts at any time for the purpose of verifying the Gross Receipts under this Agreement. Any additional monies due as a result of said audit will forthwith be paid by COMPANY to CITY with interest thereon, from the date such fees or charges became due to the date of payment, at eighteen percent (18%) per annum.

4.7 Record Storage. All source records of Gross Revenues, which shall include, but not be limited to: Parking Tickets, Fee Computer Tapes, Shift Reports, Master Reports, Daily Revenue Reports, Storage Media, whether computer generated or manually generated, shall be kept at all times within the City of Amarillo. These records shall be maintained by the COMPANY until the annual report required above is delivered to and accepted by the CITY, at which time they shall be delivered to the CITY for further disposition. The CITY shall provide and maintain such storage facilities as necessary to facilitate the storage of the above records and shall provide COMPANY reasonable access to such facilities. All data bases for such purpose will be maintained by the COMPANY who shall assure that adequate hard copies and data backups are done on a routine basis; data backups should be stored on an approved media for such storage for a period of at least 3 years past the terminal date of this Agreement.

4.8 Budget. Within thirty (30) days from the Commencement Date of this Agreement, COMPANY shall prepare and submit to the CITY for review and approval, an annual operating budget on forms approved by the CITY, listing all anticipated reimbursable costs, including types, quantities and estimated costs, required through the following year. Thereafter, annually, on or before the anniversary of this Agreement, COMPANY shall submit a new annual operating budget for review and approval by the CITY. The approved annual operating budget may be increased or decreased by the CITY from time to time, but only if and to the extent that the CITY, in its reasonable discretion, deems such revisions necessary and appropriate under this Agreement. All approvals or revisions of said budget by CITY shall be set forth in writing and shall thereafter be binding upon COMPANY.

The cost of insurance and any expense for deductible loss sustained by the COMPANY are not reimbursable. The CITY shall approve or disapprove all or portions of the categories of expenses or individual items contained in the Budget. Only expenses and categories of expenses approved by the CITY and in the amount approved by the CITY may be reimbursed to the COMPANY by the CITY. All employees of the COMPANY shall be paid at rates equal to those established in the budget

approved by the CITY. COMPANY shall not be reimbursed by the CITY for any legal or other services with respect to employee relations matters applicable to employees of the COMPANY.

COMPANY shall submit a resume of all its management employees to CITY. The COMPANY shall perform reasonable pre-employment screening including criminal background checks, drug screening, and verify past employment of all employees hired during the term of this Agreement and shall submit said verification to the CITY upon request. The CITY shall have the right to approve or disapprove such management personnel.

CITY may, from time to time throughout the term of this Agreement, directly provide reimbursable goods or services which are included in the Budget, or which had previously been approved by the CITY in writing, and which the CITY determines would be best provided for by the CITY.

Notwithstanding the foregoing, unless COMPANY is notified in writing by the CITY that the operating expense associated with the purchase or performance of certain goods or services will not be incurred by the CITY, all operating expenses shall be reimbursed by CITY to COMPANY at COMPANY'S cost, in accordance with Section 5.

4.9 Commodities and Equipment. The COMPANY shall provide all commodities and equipment authorized as part of the Budget, with title to same being vested to the CITY upon delivery or installation at the Facilities.

The CITY shall review the need for additional equipment which may be requested from time to time by the COMPANY, or which may be deemed necessary by the CITY, in order to meet the demands of new technologies or in order to provide more effective and efficient service due to revised operating procedures. Purchase of such requested equipment shall be at the sole discretion of the CITY. Any such equipment approved for purchase by CITY shall be purchased by the COMPANY according to purchasing procedures approved by the CITY and shall be included in the COMPANY'S Operating Budget as approved by the CITY.

4.10 New PARCS Equipment. In further consideration for this Agreement, COMPANY agrees to purchase and install new parking control equipment as COMPANY determines necessary. This purchase will be coordinated with Airport Management and will either become a reimbursable expense or will be financed through a mutually agreeable amendment to this agreement.

4.11 All equipment installed must be new, meet current industry standards, and be from a manufacturer whose equipment has been used for at least two (2) years at three (3) U.S. airport parking operations. Each ticket-dispensing machine and exit lane must be equipped with a clock, showing the time that fees are based upon. The ticket-dispensing machine shall have the entry time printed on the ticket. All clocks and ticket time printers will remain synchronized and in accurate and proper calibration at all times.

4.12 Each cashier booth will contain a credit card reader to quickly verify, process, and automatically charge credit card payments made by patrons. Card readers must be capable of

receiving on- line approval codes for the card and must be capable, at a minimum, of processing American Express, MasterCard, VISA, and Discover cards. In the event the CITY determines it is necessary to operate an additional booth to meet future demand, COMPANY agrees to include same in its next annual budget of reimbursable expenses and after City approval of the budget to install the necessary equipment described above to operate the additional exit booth. In this event, CITY will install necessary paving, curb-work, booth structure, lighting, and electrical work.

SECTION 5- REIMBURSEMENT AND COMPENSATION TO COMPANY

5.1 **Management Fee.** As compensation for COMPANY providing its services and performing its duties and obligations hereunder, the CITY shall pay to the COMPANY, in equal monthly installments, a fixed annual management fee. Payment will be paid in arrears on a monthly basis.

The annual management fee is as follows:

<u>Management Agreement Term</u>	<u>Annual Management Fee</u>
May 1, 2023 – April 30, 2028	\$50,000.00
May 1, 2028 – April 30, 2029	\$55,000.00
May 1, 2029 – April 30, 2030	\$60,000.00

For the purposes of this Agreement the term "year" or "annual" shall mean a period of twelve (12) months beginning April 1, 2023, and each twelve-month period thereafter.

5.2 **Operating Expenses.** All budgeted operating expenses incurred by COMPANY in the operation of the Facilities, which are specifically approved by the CITY in writing, shall be reimbursed by CITY to COMPANY at the COMPANY'S cost within thirty (30) days from receipt by the CITY of a monthly "Expense Invoice" from the COMPANY, certified by the Facility Manager, and acceptable to CITY. Documentation for operating costs other than payroll and payroll related expenses must be accompanied and supported by copies of vendor invoices. Payroll and payroll related expenses must be accompanied with supporting documents acceptable to the CITY to validate said expenses. Staff of the CITY has the right to use such methods, as they deem necessary and appropriate, to verify amounts claimed on Expense Invoices.

Operating expenses shall include, but not be limited to, payroll, (any overtime reimbursement requested in excess of two percent (2%) of budgeted payroll may require an explanation of the need for such overtime), employee benefits including health insurance, workers' compensation insurance and unemployment insurance, payroll taxes; uniforms; credit card processing fees and related equipment subject to CITY approval; cost of fuel and maintenance of COMPANY provided vehicles and equipment; supplies and tools; costs of maintenance and repair of the PARCS equipment ; tickets; postage; armored car service; advertising and promotional costs,

however, these must be approved in advance by CITY in writing, and cost of marketing services to promote the Airport parking and related value added services including any Customer Loyalty Program as requested and approved by CITY; utilities; cleaning; snow removal; and other reasonable costs approved in writing and in advance by CITY.

5.3 Non-Reimbursable Expenses and Fees. Non-Reimbursable Expenses are hereby defined as the following expense specifically excluded from operating expenses and which will be provided by COMPANY without reimbursement from CITY (Non-Reimbursable Expenses are deemed included in the management fee): COMPANY'S computer equipment, telephone equipment and cost of telephone service, the cost of furnishings (desks, chairs, book shelves, etc.) for the parking office; salary, costs, and expenses of non-resident or indirect executive, legal, administrative, accounting, auditing, or bookkeeping personnel of COMPANY; travel expenses related to inspection visits, home office or regional managers travel or entertainment expenses including any travel and entertainment of local personnel; interest charges, fines, penalty charges, late fees, federal, state, and local income and personal property taxes incurred by the COMPANY; depreciation or amortization charges; the cost of any and all guarantees, bonds, or letters of credit, broker fees, and the cost of insurance requirements including any deductibles; the cost or expense of legal representation; any contract negotiation expense, financing costs associated with COMPANY'S working capital; costs arising or resulting from negligence, disregard, neglect, failure, carelessness or inattention of COMPANY or COMPANY'S employees or agents; COMPANY'S cost of funds necessary to pay operating expenses prior to reimbursement by CITY; cost of obtaining and maintaining the petty cash fund; any cashier or revenue shortages; federal, state, and local income and personal property taxes incurred by COMPANYS or individuals of COMPANY, its agents, and employees in its operations; long distance telephone charges not directly related to services provided under this Agreement, including long distance telephone charges between the local and home/corporate office and personal calls; or any other costs not included in the annual approved operating budget. In addition, operating expenses shall not include the following expenses or charges which shall be borne by the CITY: Costs of maintenance and repair by CITY of the Facilities and improvements as required hereunder; and any real estate taxes, ad valorem taxes, possessory interest taxes or other property taxes assessed upon or levied against the Facilities or any equipment, improvements and other property of the CITY located on the Facilities.

In the event that CITY disputes or contests any specific item of expense or cost to be reimbursed to COMPANY, CITY shall send COMPANY written notice stating the item being disputed or contested and the specific reason therefore. However, under no circumstances shall payment for any other items of expense or cost which are not disputed or contested by CITY not be made. Thereupon, the parties hereto shall, in good faith, diligently pursue clarification and resolution or any disputed or contested item within thirty (30) days of the aforementioned notice by CITY.

5.4 Other Facilities. The CITY shall have the right to require the COMPANY to manage for a mutually agreeable Management Fee, any additional Parking Facilities not contemplated at the time of execution of this Agreement, in which event all costs of operation for such service, including transportation services, shall be reimbursable, and all revenues there-from shall be included in Gross Revenues.

5.5 Airport Improvements. CITY reserves the right to further develop, improve, rehabilitate, repair, reconstruct, alter, and expand the Airport, the Airport Parking Facilities and

all roadways, parking areas, and terminal facilities, as it may reasonably see fit, free from any and all liability to COMPANY for loss of business or damages of any nature whatsoever to COMPANY occasioned during making of such improvements, repairs, alterations, reconstructions, and additions to the Airport.

SECTION 6 - NET INCOME

6.1 **Net Income.** Net Income shall be defined to be the balance remaining after deduction of all operating expenses as authorized by the CITY and the Management Fee from the Gross Revenue.

SECTION 7 - OBLIGATIONS OF CITY

7.1 **Maintenance Responsibility.** CITY shall maintain all of the Facilities used by the COMPANY in good and adequate condition for their intended use to the extent required by law, including the roofs and exteriors of all buildings, such as toll booths and offices, connecting structures, fencing, structural concrete, asphalt paving, restriping of parking stalls, sidewalks, signs, interior and exterior lighting, landscaping, plumbing, electrical, and air conditioning/heating systems.

SECTION 8 - OBLIGATIONS OF COMPANY

8.1 **Procedures Manual.** Within ninety (30) days from the Commencement Date of this Agreement, COMPANY shall prepare and submit to the CITY for review and approval, a Procedures Manual, customized to the Airport Parking System, including all procedures to be followed by the COMPANY'S personnel relating to the following: accident reports; accounting procedures, annual budget procedures, cash control, and control of revenue and expenses; employee standards of conduct, courtesy, appearance, and disciplinary guidelines; customer complaint procedures, customer service training, safety and emergency plans and procedures, COMPANY'S employee parking, COMPANY'S Staffing Plan listing employee pay classifications and rates, staffing schedule, COMPANY'S employee benefits, COMPANY'S employment procedures (including employee rules, policies and evaluation procedures), job descriptions, and COMPANY'S employee training, health and life insurance coverage's; revenue control equipment procedures including system data backup; snow removal plan; returned check procedures; ticket inventory and storage procedures; abandoned vehicle policy; cleaning and maintenance of Facilities and equipment schedules; and other matters as the COMPANY considers prudent or the CITY may require. The Procedures Manual shall be updated and/or amended when changes in operation occur. Upon approval of said Procedures Manual by the CITY and publication by the COMPANY, all rights to future reuse and republication of it shall vest in the CITY.

8.2 **Charges.** Except as may otherwise be specifically authorized by the CITY in writing, COMPANY shall charge all users of the Facilities the fees or rates for such use established by the CITY pursuant to CITY's internal procedures. CITY shall have the right to amend or otherwise change the rate schedule at any time during the Term of this Agreement. COMPANY will be given two (2) weeks' notice of any fee or rate changes by the CITY for the purpose of reprogramming the PARCS and changing rate signs. The current parking rates effective at the inception of this

Agreement are listed in Exhibit A.

If the COMPANY charges any amount in excess of the established rates, the amount by which the amount charged differs from the established rate shall constitute an overcharge, which shall be refunded to the customer, if possible. If not refunded, the overcharge shall be included in Gross Revenues. If the COMPANY or its employees charge any amount which is less than the established rates, the amount by which the amount charged differs from the established rate shall constitute an undercharge, and an amount equal thereto shall be paid to the CITY and be included in Gross Revenues. The COMPANY shall provide for the periodic, regular recalculation of manually read or exception tickets for such periods of time as the CITY may require.

8.3 Consultation. The CITY reserves the right to call upon the COMPANY for parking consulting services and advice with regard to the operation of the Facilities, parking access and revenue control system (PARCS) equipment, and development, implementation, and operation of a Customer Loyalty Program. Said consultant services shall be provided by COMPANY at no cost to CITY.

8.4 Complaints. The COMPANY shall provide the CITY with copies of any and all written complaints received and the COMPANY'S response thereto within five (5) days of the COMPANY'S receipt of such complaint.

8.5 Maintenance and Repair. COMPANY shall be responsible for maintenance of the interiors of the toll plaza booths, revenue control office, and any other structures which may be provided hereafter. The COMPANY shall be responsible for keeping the Facilities, including all parking areas, parking garage, the entrance and exit areas, exit toll booths, revenue control offices, and rest rooms in or immediately adjacent to the Facilities in a neat and clean condition at all times. The COMPANY shall be responsible for the necessary snow removal, sanding, and ice control during the cold weather seasons (including daily freeze-thaw cycles). Specific responsibilities include clearing of snow and the spreading of ice control chemicals on the entrances and exit lanes, ramps, interior circulation roads, sidewalks, parking decks in the parking structure, if applicable, and parking surfaces of the public and employee parking lots. The COMPANY shall be responsible for operation of the Facilities in accordance with the Procedures Manual. The COMPANY shall conduct daily safety, cleanliness, and functional inspections (daytime and nighttime) of the Facilities. Written reports of the inspections shall be submitted to the CITY and shall indicate the condition of lighting, general appearance, potential safety hazards, fire equipment, graffiti, cleanliness, and any other items which may be requested by CITY. The COMPANY shall notify the CITY in writing of any areas requiring immediate maintenance and/or repair upon discovery of such items.

The parking equipment shall be inspected daily. COMPANY shall be responsible for maintenance and repair of the PARCS equipment and Customer Loyalty Program equipment, firmware, and software as applicable.

8.6 Personnel. The management, maintenance, and operation of the Facilities shall at all times be under the supervision and direction of a full-time, qualified, competent Facilities Manager who shall be subject to the direction and control of the COMPANY. COMPANY shall provide to CITY the 24-hour contact telephone number of The Facilities Manager. The Facilities Manager shall notify

CITY of any and all alternate managers' contact information to accommodate times when the Facilities Manager is off-site for any reason. Within ten (10) days from the Commencement Date of this Agreement, the CITY shall review the qualifications of the candidate Facilities Manager and notify COMPANY if he/she is acceptable. The Facilities Manager shall not have the responsibility for managing any Parking Facilities other than the Airport Public Parking Facilities and employee parking facilities.

COMPANY shall provide ten (10) days' advance written notice to CITY of any intended change in its Facilities Manager and shall include any change of address or telephone number. Prior to any change, the CITY shall review the qualifications of the candidate for Facilities Manager and notify the COMPANY if he/she is acceptable to CITY. If the Facilities Manager abruptly terminates his/her employment by COMPANY, then COMPANY shall immediately provide an interim Facilities Manager until a permanent Facilities Manager can be put in place.

COMPANY agrees that its employees shall be of adequate number and competently trained so as to properly conduct the operation of the Facilities; sufficient staff shall be provided to operate the toll plaza in a first-class manner, to meet all reasonable demands of the public, and to prevent exiting patrons from waiting in line for a period in excess of three (3) minutes. The COMPANY shall make every reasonable effort to schedule employees so as to minimize or avoid the payment of overtime, recognizing, however, that the intent of this Agreement is to provide a high level of service to the user of the Facilities. The CITY shall have the right, by written notification to the COMPANY, to increase or decrease the number of employees required to be utilized by COMPANY on each shift, or the number of shifts required per day or to change the hours of each shift.

The Facilities will be open for business to the public 24-hours per day, seven (7) days a week. Entry Lanes, ticket dispensing machines, exit lanes, and cashier booths will operate at all times except during maintenance on an individual piece of equipment, in which case at least one (1) entry ticket dispensing machines for each parking area and one (1) cashier booth will be operational. At least one (1) exit lane and cashier booth will be open at all times. Additional exit lanes and cashier booths will be open as needed to meet public parking requirements based on airline flight activity.

COMPANY shall employ a sufficient number of employees trained in the use and functions of the PARCS equipment and license plate recognition system. COMPANY shall employ personnel to enter and update all computer data base functions including, but not limited to, vehicle inventory, ingress and egress of vehicles, toll plaza revenues, time functions, and ticket inventories.

All employees shall be required to wear a professional-looking shirt with company logo on it, at all times when on duty. COMPANY shall cause all of its employees to conduct themselves at all times in a courteous manner toward the public and CITY employees and in accordance with the rules, regulations, and policies set forth in the Procedures Manual. The COMPANY shall require employees to clock in or out within ten (10) minutes of the shift change time. Employees of COMPANY shall be required to park their personal vehicles in designated areas as approved by the CITY. COMPANY, its agents, employees, or suppliers shall not block any areas used for ingress and egress by public Airport traffic unless required in an emergency. COMPANY shall report to the CITY within forty-eight

(48) hours after it becomes aware of any possible theft by its employees or any allegations of employee dishonesty.

8.7 Cleanliness of Facilities. The Facilities and all equipment and materials used by COMPANY shall at all times be clean, sanitary, and free from rubbish, refuse, garbage, dust, dirt, rodents, insects, and other offensive or unclean materials. COMPANY shall be responsible for the provision of all janitorial services in its office areas. COMPANY shall be allowed to use CITY provided dumpsters.

8.8 Operations. The COMPANY shall, at all times, provide, operate, and maintain the Facilities in a neat, clean, and operable condition. The COMPANY shall be responsible for the towing, impounding, and removal of all vehicles considered abandoned in accordance with procedures set forth in the COMPANY'S Procedures Manual and applicable Government Requirements. However, the CITY shall have the right to tow any abandoned vehicle in accordance with the CITY's towing contract, at the discretion of the Director of Aviation or the Airport Police Commander. The COMPANY shall provide personnel to operate equipment provided by CITY necessary to air tires, jump-start vehicles, and provide lock out and car-search assistance to the public in the Facilities. When providing lock out or car-search assistance, COMPANY shall ensure that the vehicle in question is owned by the person requesting the service by at least the visual observance of the vehicle registration. Any suspicious or unusual situation should be referred immediately to the Airport Police Department.

8.9 Security. COMPANY acknowledges and accepts reasonable responsibility for the security and protection of Facilities assigned to it and any and all inventory, equipment, and supplies now existing or hereafter placed on or installed in or upon the Facilities, and for the reasonable prevention of unauthorized access to the Facilities. If the CITY deems it necessary or desirable that additional security measures for the protection of the Facilities and improvements constructed thereon should be in place, the COMPANY shall hire additional security at the direction of the CITY, which expense shall become an approved operating expense.

8.10 Airport Procedures. COMPANY agrees to observe and abide by all procedures, rules, and regulations promulgated from time to time by the Federal, State, and local governments, CITY, and Airport Staff concerning security matters, parking, ingress and egress, and any other operational matters related to the operation of Airport. This shall include, but not be limited to, COMPANY precluding its employees or agents, or its customers, invitees, or licensees (while on the Airport property for the benefit of the COMPANY) from entering upon any restricted area of the Airport as noted in the procedures, rules, or regulations of the CITY, or as noted in TSR 1542 and TSR 1544 of the Transportation Security Regulations.

8.11 License Plate Inventory. COMPANY will operate a computerized license plate recognition and inventory service to be performed each night by COMPANY'S employees. COMPANY will complete and submit on forms approved by the CITY, daily and weekly reports of the license plate inventory. COMPANY shall provide any and all devices and equipment used in this service and will be reimbursed for its cost. Such devices and equipment will become the property of the CITY at the termination of this Agreement.

8.12 Payment Card Industry (PCI) Data Security. COMPANY agrees to comply with the Payment Card Industry (PCI) Data Security Standard (DSS) requirements for its systems and networks and/or CITY provided systems and networks under this Agreement, which store, process, and/or transmit cardholder data as defined by the PCI Security Standard Council (Cardholder Data). COMPANY acknowledges it is responsible for the security of cardholder data handled by the COMPANY. The CITY and the COMPANY shall meet to identify the specific systems and networks that store, process, and/or transmit Cardholder Data to determine the desired actions and identify responsibilities as applicable to the PCI DSS requirement areas.

8.13 Operational and Procedural Audits. COMPANY shall perform, at least once each year, an internal on-site audit of its operations, including a review of the records and internal controls. Such audit scope shall include but not be limited to tests of the PARCS reliability, cashier reconciliations, exception tickets, compliance, and operational controls. Audit results shall be reported to the CITY within thirty (30) days of completion of such audit. Costs of the audits are not reimbursable.

SECTION 9 - GUARANTEES

9.1 Performance and Payment Guaranty. The COMPANY, at its sole cost and expense, shall provide to the CITY and keep in full force and effect throughout the entire term of this Agreement and any renewal terms, a Performance and Payment bond, in a form acceptable to the CITY and drawn on such company that is qualified and licensed to do business in Texas, or letter of credit, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). The CITY may adjust this amount at any time at its sole discretion but shall not require a bond amount in excess of \$500,000. In such event, COMPANY shall submit such adjusted Performance and Payment bond or letter of credit within thirty (30) days of receipt of CITY's notice thereof. Said Performance and Payment bond or letter of credit may be drawn upon by CITY if COMPANY fails to perform its performance obligations under this Agreement or fails to promptly make payment to its suppliers for labor, materials, supplies, or services used by COMPANY in providing services to CITY under this Agreement. COMPANY'S failure to provide and maintain current said Performance and Payment bond or letter of credit shall constitute a default by COMPANY and shall be grounds for automatic termination of this Agreement.

9.2 Fidelity Guaranty. COMPANY agrees to provide and maintain, at its sole cost and expense, fidelity bonds or an employee dishonesty insurance policy covering all COMPANY'S personnel under this Agreement in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000) each loss, to reimburse CITY for monetary losses experienced due to any dishonest act(s) of COMPANY'S employees. The CITY may adjust this required minimum amount at any time at its sole discretion, but it shall not require the minimum amount to exceed \$500,000. COMPANY'S failure to provide and maintain current said fidelity bonds or employee dishonesty insurance policy shall constitute a default by COMPANY and shall be grounds for automatic termination of this Agreement.

SECTION 10 - LIQUIDATED DAMAGES

10.1 Assessing Liquidated Damages. If any portion of the services required by this Agreement is not commenced on April 1, 2023, CITY will incur substantial injury, including loss of use of facilities, loss of revenue, and inconvenience to the public. Damages arising from such injury cannot be calculated with any degree of certainty. Such liquidated damages are not a penalty but are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the actual amount of damages that will be sustained by CITY as a consequence of such violations or failures. If liquidated damages are assessed against COMPANY, that assessment is in addition, and not in lieu of, all other remedies available to CITY under this Agreement. Upon imposition of liquidated damages under this Article, CITY may either deduct the liquidated damage amounts from any payment due to COMPANY or deduct the liquidated damages from COMPANY'S performance guaranty within ten (10) days of the date the liquidated damages were imposed.

10.2 Liquidated Damages For Failure to Commence Operations. For each 24 hour period after 12:00 a.m. May 1, 2023, that COMPANY fails to commence operations, CITY will impose liquidated damages of \$5,000.00. If COMPANY has not commenced operations by 12:01 a.m., May 15, 2023, the entire performance guaranty is forfeited to CITY as liquidated damages, and CITY may terminate this Agreement without further notice to COMPANY or liability on the part of CITY.

10.3 Waiver of Liquidated Damages. CITY may waive liquidated damage charges if it determines that the failure in service was unavoidable due to a CITY-induced issue, as solely determined by CITY. Any such determination will be final and conclusive. If COMPANY believes that the occurrence of a particular event may cause a delay in the commencement of its services, it is COMPANY'S responsibility to immediately notify CITY of the event. Regardless of whether COMPANY gives such notice, CITY is not obligated to waive the imposition of liquidated damages.

SECTION 11 - TAKEOVER OF SERVICES

11.1 CITY will have the absolute right to immediately take over the operations of the Facilities, either by itself or through others, by reason of COMPANY'S failure, for any reason whatsoever, to employ, maintain in its employ, or adequately provide for the personnel necessary to keep the Facilities open for public patronage.

SECTION 12 - ENVIRONMENTAL REGULATIONS

12.1 Environmental Regulations. Notwithstanding any other provisions of this Agreement, COMPANY acknowledges that certain properties and uses of properties within the Airport are subject to environmental regulations. COMPANY agrees to observe and abide by said regulations, as applicable to its use of the Airport, and in addition to any and all other Agreement requirements, and any other covenants and warranties of COMPANY. COMPANY hereby expressly warrants, guarantees, and represents to CITY that COMPANY agrees to comply with all applicable Government Requirements protecting the environment

as same may from time to time be amended and accepts full responsibility and liability for such compliance.

12.2 Violation. COMPANY shall provide any agency's notice of environmental violation or similar enforcement action or notice of noncompliance, to Owner within twenty-four (24) hours of receipt by COMPANY or COMPANY'S agent. Violation of any part of the provisions of this Section 12 or disposition by COMPANY of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, sewage, or any other materials in violation of the provisions of this Section of this Agreement shall be deemed to be a default under this Agreement and, unless cured within ten (10) days of receipt of notice from CITY, shall be grounds for termination of this Agreement, and shall also provide CITY grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Agreement.

12.3 Fines Resulting from Violations. COMPANY is responsible for payment of any and all fines imposed as a result of acts of non-compliance with Government Requirements in effect now or in the future concerning environmental impacts that are a direct result of COMPANY'S negligence in management of the Airport Facilities.

12.4 Storm Water Regulations. COMPANY agrees to abide by all Government Requirements in effect now or in the future concerning stormwater requirements. COMPANY agrees to ensure safety and to minimize cost of compliance with storm water discharge permit terms and conditions applicable to the Airport. COMPANY acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "hazardous materials", generated, stored, handled, or otherwise used by COMPANY, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining appropriate and relevant "best management practices" as that term may be defined in applicable stormwater rules and regulations.

12.5 Indemnify and Hold Harmless. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICIALS, AND EMPLOYEES FOR ANY AND ALL CLAIMS, COSTS (INCLUDING REASONABLE ATTORNEYS FEES AND INTEREST), FINES, PENALTIES, CHARGES, DEMANDS, AND LIABILITY DIRECTLY OR INDIRECTLY ARISING FROM COMPANY'S ACTIONS OR OMISSIONS, INCLUDING WITHOUT LIMITATION, FAILURE TO COMPLY WITH COMPANY'S OBLIGATIONS UNDER THIS SECTION 12, THE APPLICABLE STORM WATER REGULATIONS, STORM WATER DISCHARGE PERMIT, AND ENVIRONMENTAL REGULATIONS, UNLESS SUCH ARE THE RESULT OF THIRD PARTIES, INCLUDING THE CITY, OR THE DESIGN OR MAINTENANCE OF THE AIRPORT'S STORM WATER SYSTEM BY CITY OR THIRD PARTIES. THIS INDEMNIFICATION SHALL SURVIVE ANY TERMINATION OR NON-RENEWAL OF THIS AGREEMENT.

SECTION 13 - INSURANCE/INDEMNIFICATION

COMPANY will maintain the following insurance at all times during the term of this Agreement, in amounts not less than those specified in this Section. The CITY, during the Term

or any extension of the Term of this Agreement, in its sole discretion, may increase the minimum amounts for the insurance required hereunder upon sixty (60) days' written notice to **COMPANY**.

13.1 Minimum Limits of Insurance. COMPANY shall maintain coverage limits of no less than:

- A. Comprehensive Commercial General Liability: Two Million Dollars (\$2,000,000) combined single limit per occurrence including, but not limited to, broad form property damage, personal injury, contractual, independent contractors, underground explosion and collapse hazard, and premises/operations.
- B. Automobile Liability: Two Million Dollars (\$2,000,000) combined single limit per accident for any auto, hired autos, and non-owned autos for bodily injury and property damage.
- C. Worker's Compensation and Employers Liability: Worker's Compensation and Employers Liability insurance as required by the statutes of the State of Texas.
- D. Umbrella Liability: Ten Million Dollars (\$10,000,000) excess policy per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove.

13.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to CITY and its employees, or (b) COMPANY shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses in an amount specified by the CITY.

13.3 Acceptability of Insurers. Insurance shall be placed with insurers that are qualified and licensed to do business in Texas with a Best rating of B+ or better.

13.4 Proof of Coverage. Concurrent with the execution of this Agreement, COMPANY shall provide proof of insurance coverage by providing a certificate of COMPANY'S insurance coverage, and a copy of all endorsements. The certificates of insurance, or endorsements attached thereto, shall provide that (a) insurance coverage shall not be cancelled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the CITY, (b) CITY and employees are named as additional insured,, (c) the policy shall be considered primary as regards any other insurance coverage the CITY may possess, including any self-insured retention or deductible the CITY may have, and any other insurance coverage the CITY may possess shall be considered excess insurance only, (d) the limits of liability required therein are on an occurrence basis, (e) the policy shall be endorsed with a severability of interest or cross-liability endorsement providing that the coverage shall act for each insured and each additional insured as though a separate policy had been written for each insured or additional insured; however, nothing contained therein shall act to increase the limits of liability of the insurance company and (f) the policy must include a waiver of subrogation in favor of the CITY with respect to Worker's Compensation and Employers Liability insurance.

13.5 Change of Coverage or Cancellation. If the insurance coverage required herein is canceled, changed in coverage, or reduced in limits, within fifteen (15) days of receipt of notice, but in

no event later than ten (10) days prior to the effective date of cancellation, change, or reduction, COMPANY shall provide to the CITY a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, CITY, without further notice and at its option, may either (a) exercise CITY's rights as provided in the default provisions of this Agreement, or (b) procure insurance coverage at COMPANY'S expense whereupon COMPANY promptly shall reimburse the CITY for such expense.

13.6 Indemnification. COMPANY AGREES TO DEFEND, INDEMNIFY, AND HOLD CITY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL SUITS, LOSSES, COSTS, CLAIMS, DAMAGES, DEMANDS, PENALTIES, FINES, SETTLEMENTS, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND INTEREST) CLAIMED OR INCURRED BY REASON OF ANY INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM OR AS A RESULT OF ANY INTENTIONAL OR NEGIGENT ACT OR OMISSION OF COMPANY, ITS OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES IN PROVIDING SERVICES UNDER THIS AGREEMENT.

SECTION 14- RELATIONSHIP OF THE PARTIES

14.1 COMPANY is and shall be deemed to be an independent contractor and COMPANY shall be responsible to all parties for its respective acts or omissions, and CITY shall in no way be responsible, therefore. Neither the COMPANY nor any of the officers, agents, or employees of the COMPANY shall be deemed to be employees of the CITY for any purposes whatsoever.

SECTION 15- DAMAGE OR DESTRUCTION OF FACILITIES

15.1 COMPANY'S Obligations. If the Facilities, or any part thereof, during the term of this Agreement shall be damaged by the act, default, or negligence of COMPANY, or of COMPANY'S members, agents, employees, officers, representatives, or contractors admitted to said Facilities by COMPANY, COMPANY shall at its sole cost and expense, restore said Facilities to the condition existing prior to such damage, but only to the extent such damage is caused by the above parties. If COMPANY fails to restore said Facilities as required above, CITY shall have the right to enter the Facilities and perform the necessary restoration, and COMPANY hereby expressly agrees that it shall fully assume and be liable to CITY for payment of the costs therefore, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within thirty (30) days from the date of CITY's billing notice thereof.

SECTION 16- OFF-AIRPORT PARKING OPERATION PROHIBITION

16.1 During the term of this Agreement COMPANY or any related entity shall not engage in, or in any way, be associated with the operation of an automobile parking lot or parking structure within five (5) miles of the Airport public parking lots, for which COMPANY has the right to determine the fee for parking or from which COMPANY derives a fee based on a percentage of the revenues of such facility; unless such off-airport

facility is operated in conjunction with a revenue enhancement plan for the Airport Facilities and said plan is approved in advance by the CITY.

16.2 Entity shall be defined as persons, corporations, or partnerships that own or operate any other parking facility within the above area. COMPANY shall be a "related entity" to another entity if there is any common ownership of each entity or if the same individual is an officer in each entity or if an owner of any part of one (1) entity is an officer in the other entity. An entity shall be a "related entity" to another entity if that entity owns any part of such entity or is an officer of such entity.

16.3 In the event CITY, at its sole discretion, determines that COMPANY or a related entity to COMPANY is engaged in or in any way is associated with the operation of an automobile parking lot or parking structure as set forth in Paragraph 16.01 above, and said off-airport facility is not operated in conjunction with a revenue enhancement plan for the Airport Facilities approved in advance by the CITY, then CITY shall have the right at any time to terminate this Agreement upon giving COMPANY thirty (30) days' advance written notice of such intent.

SECTION 17 - TERMINATION OF AGREEMENT, CANCELLATION, ASSIGNMENT, AND TRANSFER

17.1 Termination. This Agreement shall automatically terminate and expire at the end of the Term or Renewal Term, as set forth in Section 2 hereof unless it is continued beyond said Terms pursuant to Section 2.04 above. Upon the termination of this Agreement, through passage of time or otherwise, the COMPANY shall aid the CITY in all ways possible in continuing the business of operating the Airport Facilities uninterruptedly until a new Management Agreement is procured.

17.2 CITY's Right of Cancellation. CITY may cancel this Agreement by giving COMPANY thirty (30) days' advance written notice (to be served as hereinafter provided) upon the occurrence of any one (1) of the following events:

- (1) The filing of COMPANY of a voluntary petition for bankruptcy.
- (2) The institution of proceedings in bankruptcy against COMPANY and adjudication of COMPANY as bankrupt pursuant to said proceedings.
- (3) The taking by a court of jurisdiction of COMPANY and its assets pursuant to proceedings brought under the provision of any Federal reorganizational acts and said proceeding is not dismissed, discontinued, or vacated within thirty (30) days.
- (4) The appointment of a receiver of COMPANY'S assets and the receivership shall not be set aside within thirty (30) days after such appointment.
- (5) The divestiture of COMPANY'S estate herein by operation of law.

(6) The abandonment by COMPANY of the Facilities, or of its business operations thereon.

(7) The conduct of any business or performance of any acts not specifically authorized herein and said business or acts do not cease within thirty (30) days of receipt of written notice by CITY to cease said business or acts.

(8) The default in the performance of any of the covenants and conditions required herein (except insurance and security for payment requirements and nondiscrimination requirements as herein set forth) to be kept and performed by COMPANY and said default is not cured within thirty (30) days of receipt of written notice by CITY to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by COMPANY of written demand from CITY to do so, COMPANY fails to commence the remedying of such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof (with COMPANY having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days and (b) that it is proceeding with diligence to cure said default, and that such default will be cured within a reasonable period of time).

17.3 Cancellation for Default in Deposit of Gross Revenues. Notwithstanding Section 17.02 above, failure of the COMPANY to properly deposit Gross Revenues or deliver to the CITY the duplicate validated deposit slips and appropriate daily reports evidencing the deposit of Gross Revenues shall constitute a default, and the CITY, after giving COMPANY notice of same and three (3) business days to cure, shall have the right to terminate this Agreement five (5) days after receipt of written notice sent by registered or certified mail to the COMPANY. If the CITY takes action as provided in this paragraph, the CITY shall have the right to immediately assume direct responsibility for the handling of shift and daily Gross Revenues, upon the turn-in of monies by cashiers at the end of their shifts.

17.4 Early Termination. CITY shall have the right to terminate the agreement without cause at any time upon sixty (60) days' written notice to COMPANY, as described in Section 2.05 rein.

17.5 Assignment, Transfer, and Subcontracting. COMPANY shall not, in any manner, assign, transfer, mortgage, pledge, encumber, or otherwise convey an interest in this Agreement, nor contract the services permitted herein or any part thereof, without the prior written consent of CITY in the form of a Resolution. Any such attempted assignment, transfer, or subcontract without CITY approval shall be null and void.

17.6 Surrender of Facilities. Notwithstanding the obligations of the COMPANY and rights of CITY provided herein, COMPANY expressly agrees that it shall immediately surrender the Facilities to CITY in good and fit conditions upon termination or cancellation of this Agreement, depreciation and wear from ordinary use for the purposes for which the premises were operated being excepted. All repairs and obligations for which the COMPANY are responsible shall be completed by the earliest practical date prior to surrender. COMPANY, within fifteen (15) calendar days following the termination of this Agreement, shall remove all its personal property from the

premises. Personal property not removed within said fifteen (15) days shall become the property of CITY to be disposed of or used as CITY sees fit.

SECTION 18 - ALTERATIONS OR ADDITIONS AND SIGNS

18.1 Alterations or Additions. COMPANY shall make no alterations or additions to the Facilities constructed thereon, without the prior written consent of the CITY.

18.2 Signs. No signs, posters, or similar devices shall be erected, displayed, or maintained by COMPANY in the view of the public in, on, or about the Facilities or elsewhere on the Airport without the written approval of the CITY.

SECTION 19- LAWS, REGULATIONS, PERMITS AND TAXES

19.1 General. COMPANY expressly covenants, warrants, guarantees, and agrees that throughout the term of this Agreement, COMPANY shall at all times be and shall remain in full and complete compliance with all applicable Government Requirements or directives of any kind or nature without limitation, as same may be amended, of any and all federal, state, or local governmental bodies now or hereafter having jurisdiction over COMPANY, COMPANY'S operations conducted under this Agreement on the Facilities, and over those persons and entities performing any work or services on behalf of COMPANY or at COMPANY'S actual or constructive request. COMPANY further covenants, warrants, guarantees, and agrees that it shall comply with all CITY "Rules and Regulations", and all operational orders issued thereunder. COMPANY agrees that it shall require its managers, supervisors, and employees to attend such training and instructional programs as the CITY may, from time to time, require in connection with policies and procedures established by Federal Aviation Regulations.

19.2 Permits and Licenses General. COMPANY expressly covenants, warrants, and agrees that it shall, at its sole cost and expense be strictly liable and responsible for obtaining, paying for, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations, however designated, as may be required at any time throughout the entire term of this Agreement by any federal, state, or local governmental entity or any court of law having jurisdiction over COMPANY or COMPANY'S operations and activities, for any activity of COMPANY'S conducted on the Facilities and for any and all operations conducted by COMPANY including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from COMPANY'S activities on the Facilities have been obtained and are in full legal compliance. Upon the written request of the CITY, COMPANY shall provide to CITY certified copies of any and all permits and licenses which CITY may request.

19.3 Air and Safety Regulations. COMPANY covenants, warrants, guarantees, and agrees that it shall conduct its operations and activities under this Agreement in a safe manner, shall comply with all safety regulations of CITY and with safety standards imposed by applicable federal, state and local laws and regulations, and shall require the observance thereof by all employees, contractors, business invitees, and all other persons transacting businesses with or for COMPANY resulting from, or in any way related to, the

conduct of COMPANY'S business on the Facilities. COMPANY hereby agrees that neither COMPANY, nor employee or contractor or any person working for or on behalf of the COMPANY, shall require any personnel engaged in the performance of COMPANY'S operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all Government Requirements relative to occupational safety and health.

19.4 Taxes and Licenses. The COMPANY will pay all taxes of whatever character which lawfully may be levied or charged against it as a result of its operations under this Agreement, including but not limited to taxes levied against COMPANY'S equipment, tools, or other property located at the Facilities.

SECTION 20 - GOVERNMENTAL RESTRICTIONS

20.1 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire Airport facility or the portion thereof wherein the managed Facilities are located, for public purposes, then this Agreement shall thereupon terminate and the CITY shall be released and fully discharged from any and all liability hereunder except for the reimbursement of PARCS equipment, wherein the CITY shall reimburse the COMPANY 1/60th of COMPANY'S investment in PARCS equipment for each month remaining in the original initial agreement term. In such a case, COMPANY shall provide proof of initial investment in PARCS equipment.

SECTION 21- NONDISCRIMINATION

21.1 Nondiscrimination Facilities. COMPANY for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in or denied the use of said Facilities, (b) that in the construction of any improvements on, over, or under such Facilities and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that COMPANY shall use the Facilities in compliance with all other requirements imposed by or pursuant to Title 49, CFR, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination 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. In the event of the breach of any of the foregoing nondiscrimination covenants, CITY shall have the right to terminate this Agreement and to reenter and repossess said Facilities and hold the same as if said Agreement has never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49CFR, Part 21, are followed and completed including exercise or expiration of appeal rights.

21.2 Non-Discrimination Purchases. The COMPANY and any subcontractor of the COMPANY will not discriminate on the basis of race, color, national origin, or sex in the

performance of the Agreement. The COMPANY will carry out applicable requirements of 49 CFR Part 23 in the award and administration of agreements. Failure by the COMPANY to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as the CITY deems appropriate.

The Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23. The COMPANY agrees that it will not discriminate against any business owner because of owner's race, color, natural origin, or sex in connection with the award or performance of any agreement, contract, or subcontract, purchase of lease agreement, or other agreement covered by 49 CFR Part 23.

21.3 The COMPANY will agree to include the statements above in any subsequent agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

SECTION 22 - DISADVANTAGED BUSINESS ENTERPRISE

22.1 CITY's Policy. The CITY is committed to a policy and program for the participation of Airport Concessions Disadvantaged Business Enterprises (ACDBEs) in concession-related contracting opportunities in accordance with U.S. Department of Transportation's (DOT) 49 CFR Part 23 as may be amended. In advancing CITY's policy, the COMPANY agrees to ensure that ACDBEs, as defined in 49 CFR Part 23 and the CITY's ACDBE Program, have the maximum opportunity to participate in the performance of the Agreement. The COMPANY will take all necessary and reasonable steps in accordance therewith to ensure that ACDBEs are encouraged to compete for and perform subcontracts under the Agreement.

22.2 ACDBE Participation and Compliance. ACDBE Goal: The COMPANY agrees that it will pursue subcontracting opportunities with ACDBE firms, certified with the Texas Unified Certification Program, as a percentage of the value of goods and services purchased under the Agreement generated by the COMPANY for each year of the term, or clearly demonstrate in a manner acceptable to CITY its good faith efforts to do so. The CITY will notify the COMPANY in writing of said percentage, which may be amended from time to time.

22.3 ACDBE Termination and Substitution. The COMPANY will not terminate an ACDBE firm for convenience without the CITY's prior written consent. If an ACDBE firm is terminated by the COMPANY with the CITY's consent or because of the ACDBE's default, then the COMPANY must make a good faith effort, in accordance with the requirements of 49 CFR Part 23.25 to find another ACDBE firm to substitute for the original ACDBE firm to provide the same amount of ACDBE participation.

22.4 Reporting Requirements. The COMPANY agrees that within (20) twenty days after the expiration of each calendar quarter during the term of the Agreement, it will provide an ACDBE Utilization activity Report to the CITY in a form acceptable to the CITY, including the total actual payments received by each of its ACDBE subcontractors and

vendors for such fiscal year, calculated in accordance with the requirements of 49 CFR Part 23. If the ACDBE participation herein required is not met, the COMPANY will explain in its report the reason for its failure to meet the prescribed goal and the corrective actions(s) the COMPANY proposes to take in the next fiscal year(s) to meet said goal.

22.5 Monitoring. CITY will monitor the compliance and good faith efforts of the COMPANY in meeting the requirements of this Section 22. CITY will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Section 22, including, but not limited to records of expenditures, contracts between the COMPANY and the ACDBE participant, and other records pertaining to the ACDBE participation plan.

22.6 Sanctions for Non-Compliance. CITY may, in addition to pursuing any other available legal remedy for the COMPANY'S failure to comply with this Section 22, terminate, suspend, or cancel the Agreement in whole or in part, and/or suspend the COMPANY from future Agreements with the CITY

SECTION 23 - CITY NOT LIABLE

23.1 CITY shall not be responsible or liable to COMPANY for any claims for compensation or any losses, damages, or injury sustained by COMPANY resulting from (a) cessation for any reason of air carrier operations at the Terminal, or (b) diversion of passenger traffic to any other facility.

SECTION 24 - SUBORDINATION

24.1 Subordination to Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument or document under which the CITY acquired the land or improvements thereon, of which said Facilities are a part, and shall be given only such effect as will not conflict with, nor be inconsistent with, such terms and conditions. COMPANY understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States of America, or any of its agencies, relative to the operation 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 the Airport.

SECTION 25 - INVALIDITY OF CLAUSES

25.1 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

SECTION 26 - GOVERNING LAW VENUE

26.1 Governing Law. This Agreement shall be governed by, and be in accordance with, the laws of the State of Texas. Venue for any action arising under this Agreement shall be in

state or federal Courts sitting in Potter County, Texas.

SECTION 27 - INSPECTIONS

27.1 The authorized employees and representatives of the CITY and any applicable federal, state, and local governmental entity having jurisdiction hereof shall have the right of access to the Facilities at all reasonable times for the purposes of audits, examinations, and inspection for compliance with the provisions of this Agreement and for maintenance purposes.

SECTION 28 - NOTICE

28.1 Any notice given under the provisions of this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid to:

CITY:

Rick Husband Amarillo International
Airport Attn: Director of Aviation
10801 Airport Blvd.
Amarillo, TX 79111

COMPANY:

LAZ Parking Texas, LLC
Attn: Vice President, Airports
1 Financial Plaza, 14th Floor
Hartford, CT 06103

...or to such other respective addresses as the parties may designate to each other in writing from time to time. Notice by certified or registered mail shall be deemed given on the date that such notice is deposited in a United States Post Office.

SECTION 29 - PARAGRAPH HEADINGS

29.1 The headings of the various articles and sections of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment, or describe the scope, context, or intent of this Agreement or any part or parts of this Agreement.

SECTION 30 - BINDING EFFECT

30.1 The terms, conditions, and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors, and assigns, if any. This provision shall not constitute a waiver of any conditions against assignment. The provisions of this Agreement are solely for the benefit of the parties and are not intended to create any rights for any other person or entity.

SECTION 31 - PERFORMANCE

31.1 The parties expressly agree that time is of the essence in this Agreement and the failure by COMPANY to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of CITY without liability, in addition to any other rights or remedies, relieve CITY of any obligation to accept such performance.

SECTION 32 – ANTI-HUMAN TRAFFICKING

32.1 The Rick Husband Amarillo International Airport condemns all forms of human trafficking including the commercial sexual exploitation of children. The Airport believes that the protection of children from sexual exploitation is a moral imperative and socially responsible business policies and practices must reflect this principle. The Airport will strictly comply with all applicable laws and regulations regarding the prevention of human trafficking and the commercial sexual exploitation of children, including the prevention of the use of its premises for such exploitation. The Airport will train our staff to ensure they know how to respond to suspected exploitation in the course of their work. We ask our on-airport tenants and partners to do the same.

SECTION 33 - COMPLIANCE WITH CITY'S DEVELOPMENT STANDARDS AND CONSTRUCTION REQUIREMENTS

33.1 With respect to any development or construction on the PREMISES, COMPANY shall at all times comply with minimum standards adopted by CITY or the AIRPORT. COMPANY shall also comply with the standard building, fire protection, and other construction code requirements of CITY and shall require its contractors and all subcontractors to comply therewith.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

SECTION 34 - ENTIRETY OF AGREEMENT

34.1 The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto.

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:

CITY OF AMARILLO

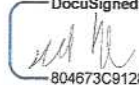
Stephanie Coggins, City Secretary

Jared Miller, City Manager

ATTEST:

LAZ Parking Texas, LLC

Secretary *Glenn T. Terh*
General Counsel

DocuSigned by:

804673C9128542D...

~~Michael Kuziak, Chief Operating Officer~~
Jeff Karp President

EXHIBIT A – PARKING RATES (Current)

GARAGE (COVERED) RATES

\$2.00 per ½ hour / Max \$12.00 per day (first 15 minutes free)

OUTDOOR RATES

Outdoor = \$2.00 per hour / Max \$9.00 per day (first 15 minutes free)

PREFERRED LOT RATES

\$2.00 per ½ hour / Max \$11.00 per day (first 30 minutes free)



Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Public Safety
Department: Police Department
Contact Person: Martin Birkenfeld, Chief of Police

Agenda Caption: CONSIDER AWARD - POLICE EQUIPMENT SUPPLY AGREEMENT

Award to:

Kiesler	\$ 3,816.00
Proforce	2,563.40
Primary Arms	28,859.85
Dana Safety	14,170.00
Jonah's	665.90
Sirchie	2,245.00
USIQ	699.75
FSOC	4,080.00
Total Award	\$57,100.30

This item considers the award of a supply agreement to purchase various types of police equipment, including but not limited to leather equipment, nylon equipment, handcuffs, batons, and flashlights.

Agenda Item Summary: This item considers the award of a supply agreement to purchase various types of police equipment, including but not limited to leather equipment, nylon equipment, handcuffs, batons, and flashlights.

Requested Action: Request Council's approval and Award of the Police Equipment-Supply Agreement

Funding Summary: Sufficient funding for this award is available in the Quartermaster Inventory Balance Sheet, account number 1000.15360

Community Engagement Summary: N/A

Staff Recommendation: City Staff recommends approval.

Attachments: 1. Bid Tabulation

To be awarded by line item	PROFORCE LAW ENFORCEMENT	USIQ	DANA SAFETY	JONAHS NTERPRISES	KIESLER POLICE SUPPLY	SIRCHIE FINGERPRINT LABORATORIES	BOTACH TACTICAL	MAVICH	R&R TATICAL	INV TECH SERVICES	PRIMARY ARMS
Line 1 Surefire Lithium Battery 3 Volt, per											
2,400 ea											
Unit Price	\$21.010	\$22.490	\$26.000	\$1.870	\$1.590		\$1.600	\$2.920	\$2.000	\$23.450	\$1,662.220
Extended Price	50,424.00	53,976.00	62,400.00	4,488.00	3,816.00	-	3,840.00	7,008.00	4,800.00	56,280.00	3,989,328.00
	Unit of 200	unit of 200						Only ships in multiples of 12		UNIT OF 200	
Line 2 Nickel, Handcuff Chain, per											
70 ea											
Unit Price	\$17.500	\$21.390	\$21.070	\$21.380			\$23.000	\$31.550	\$32.000	\$22.750	\$19.760
Extended Price	1,225.00	1,497.30	1,474.90	1,496.60		-	1,610.00	2,208.50	2,240.00	1,592.50	1,383.20
Line 3 Nickel, Handcuff Hinged, per											
70 ea											
Unit Price	\$19.120	\$24.320	\$23.960	\$29.930			\$23.980	\$39.640	\$45.000	\$30.750	\$22.470
Extended Price	1,338.40	1,702.40	1,677.20	2,095.10		-	1,678.60	2,774.80	3,150.00	2,152.50	1,572.90
Line 4 Baton 21"Loc Black Baton Silver											
20 ea											
Unit Price		\$125.400	\$114.640	\$123.120					\$137.000	\$134.000	\$112.860
Extended Price	-	2,508.00	2,292.80	2,462.40	-	-	-	-	2,740.00	2,680.00	2,257.20
Line 5 21" Sidebreak Scabbard ASP, per											
20 ea											
Unit Price		\$45.190	\$39.490	\$54.900			\$40.910		\$55.000	\$60.750	\$39.780
Extended Price	-	903.80	789.80	1,098.00	-	-	818.20	-	1,100.00	1,215.00	795.60
Line 6 26" Steel Baton ASP, per											
60 ea											
Unit Price		\$129.800	\$117.870	\$163.800			\$118.690		\$139.000	\$138.000	\$116.820
Extended Price	-	7,788.00	7,072.20	9,828.00	-	-	7,121.40	-	8,340.00	8,280.00	7,009.20
Line 7 26" Sidebreak Scabbard ASP, per											
60 ea											
Unit Price		\$45.190	\$44.040	\$61.200					\$61.000	\$65.500	\$44.350
Extended Price	-	2,711.40	2,642.40	3,672.00	-	-	-	-	3,660.00	3,930.00	2,661.00
Line 8 Streamlight Protac Lithium											
100 ea											
Unit Price	\$35.090	\$36.000	\$34.930	\$53.540			\$37.000	\$62.830	\$76.000	\$49.750	\$37.840
Extended Price	3,509.00	3,600.00	3,493.00	5,354.00		-	3,700.00	6,283.00	7,600.00	4,975.00	3,784.00
Line 9 Strion Flashlight C4 LED											
50 ea											
Unit Price	\$133.750	\$134.160	\$133.110	\$9.180	\$142.000		\$135.000	\$182.210	\$289.000	\$170.000	\$127.360
Extended Price	6,687.50	6,708.00	6,655.50	459.00	7,100.00	-	6,750.00	9,110.50	14,450.00	8,500.00	6,368.00
Line 10 Strion LED Replacement Battery,											
10 ea											
Unit Price	\$22.350	\$23.730	\$22.220	\$20.690	\$124.000		\$117.000	\$223.370	\$44.000	\$28.250	\$22.000
Extended Price	223.50	237.30	222.20	206.90	1,240.00	-	1,170.00	2,233.70	440.00	282.50	220.00

Line 11 Stinger Flashlight, per 50 ea														
Unit Price	\$114.260		\$114.610		\$113.590		\$221.820		\$122.000		\$115.000		\$194.520	
Extended Price		5,713.00		5,730.50		5,679.50		11,091.00		6,100.00		-	5,750.00	9,726.00
													12,350.00	7,275.00
														5,440.00
To be awarded by line item														
	PROFORCE LAW ENFORCEMENT		USIQ		DANA SAFETY		JONAHS ENTERPRISES		KIESLER POLICE SUPPLY		SIRCHIE FINGERPRINT LABORATORIES		BOTACH TACTICAL	MAVICH
													R&R TACTICAL	INV TECH SERVICES
														PRIMARY ARMS
Line 12 Stinger Replacement Battery, per 10 ea														
Unit Price	\$14.280		\$16.110		\$14.190		\$24.950				\$110.000		\$19.980	
Extended Price		142.80		161.10		141.90		249.50		-	-	1,100.00	199.80	280.00
														197.50
														140.60
Line 13 1 5/8" Dia Printmatic Ink Pad, per 100 ea														
Unit Price			\$10.410		\$8.240		\$8.780				\$7.000			
Extended Price		-		1,041.00		824.00		878.00		-	700.00		-	10,000
														9,500
														950.00
Line 14 2" Dia, Printmatic Ink Pad, per 12 ea														
Unit Price					\$11.360		\$22.500				\$7.950			\$13.000
Extended Price		-	-			136.32		270.00		-	95.40		-	
														156.00
														-
Line 15 Fenix Rechargable Batteries, per 75 ea														
Unit Price			\$22.090		\$19.600		\$28.800				\$19.000		\$22.930	
Extended Price		-		1,656.75		1,470.00		2,160.00		-	-	1,425.00	1,719.75	26,000
														1,950.00
														2,062.50
														18,750
														1,406.25
Line 16 Fenix Single Channel Smart 75 ea														
Unit Price			\$9.330		\$9.940		\$11.660				\$12.000			\$13.000
Extended Price		-		699.75		745.50		874.50		-	-	900.00	-	
														975.00
														25,000
														1,875.00
														9,510
														713.25
Line 17 Streamlight, Rail Mounted Light, 75 ea														
Unit Price	\$128.130		\$128.510		\$127.530		\$132.240		\$137.000		\$130.000		\$170.350	
Extended Price		9,609.75		9,638.25		9,564.75		9,918.00		10,275.00		-	9,750.00	12,776.25
														20,775.00
														13,125.00
														5,469.50
Line 18 Fenix Flashlight, per 60 ea														
Unit Price					\$60.220		\$95.400				\$60.000		\$94.950	
Extended Price		-	-			3,613.20		5,724.00		-	-	3,600.00	5,697.00	106,000
														6,360.00
														85,500
														5,130.00
														57,610
														3,456.60
Line 19 Holographic Rifle Sight, per 10 ea														
Unit Price	\$483.700		\$494.440		\$528.060		\$548.100		\$553.000		\$489.000		\$660.000	
Extended Price		4,837.00		4,944.40		5,280.60		5,481.00		5,530.00		-	4,890.00	-
														6,600.00
														5,600.00
														469,570
														4,695.70
Line 20 TacLite, 2nd Skin Gloves, Small, 50 pr														
Unit Price			\$23.450		\$22.640		\$31.490						\$35.000	
Extended Price		-		1,172.50		1,132.00		1,574.50		-	-	-	-	35,000
														45,000
														2,250.00
														-

Line 21 TacLite, 2nd Skin Gloves, Med,											
80 pr											
Unit Price	\$23.450		\$22.640	\$31.490				\$35.000	\$45.000		
Extended Price	-	1,876.00	1,811.20	2,519.20	-	-	-	-	2,800.00	3,600.00	-
Line 22 TacLite, 2nd Skin Gloves, Lrg, per											
80 pr											
Unit Price	\$23.450		\$22.640	\$31.490				\$35.000	\$45.000		
Extended Price	-	1,876.00	1,811.20	2,519.20	-	-	-	-	2,800.00	3,600.00	-
Line 23 TacLite, 2nd Skin Gloves, XLrg, per											
70 pr											
Unit Price	\$23.450		\$22.640	\$31.490				\$35.000	\$45.000		
Extended Price	-	1,641.50	1,584.80	2,204.30	-	-	-	-	2,450.00	3,150.00	-
Line 24 TacLite, 2nd Skin Gloves, XXLrg,											
40 pr											
Unit Price	\$23.450		\$22.640	\$31.490				\$35.000	\$45.000		
Extended Price	-	938.00	905.60	1,259.60	-	-	-	-	1,400.00	1,800.00	-
To be awarded by line item											
	PROFORCE LAW	USIQ	DANA SAFETY	JONAHS ENTERPRISES	KIESLER POLICE SUPPLY	SIRCHIE FINGERPRINT	BOTACH TATICAL	MAVICH	R&R TACTICAL	INV TECH SERVICES	PRIMARY ARMS
Line 25 Fingerprint Brush, ID Kit, per											
100 ea											
Unit Price			\$7.530	\$22.680		\$7.250			\$10.000		
Extended Price	-	-	753.00	2,268.00	-	725.00	-	-	1,000.00	-	-
Line 26 Magnetic wand, per											
100 ea											
Unit Price	\$19.330		\$15.280			\$7.250			\$20.300		
Extended Price	-	1,933.00	1,528.00	-	-	725.00	-	-	2,030.00	-	-
Bid Total											
	37,487.95	65,462.95	125,701.57	82,401.80	34,061.00	2,245.40	46,163.60	59,737.30	113,196.00	90,962.50	4,040,381.50
Award by Vendor											
	\$ 2,563.40	\$ 699.75	\$ 14,170.00	\$ 665.90	\$ 3,816.00	\$ 2,245.40					28,859.85
LINES											
	2&3	19	5,7,8,22,23,24	9&10	1	13,14,15,&16					4,6,11,12,17,18





Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Civic Pride
Department: Finance
Contact Person: Trae Kepley, Purchasing Agent

Agenda Caption: CONSIDER AWARD - SACKED CEMENT SUPPLY AGREEMENT

Award to: Tascosa Building Products - \$69,767.04

This item considers the award of a supply agreement to purchase sacked cement for Central Stores. The cement is used by the Street, Water Distribution and Wastewater departments.

Agenda Item Summary: This item is to consider award of the Sacked Cement Supply Agreement

Requested Action: Approval of the award for the Sacked Sement Supply Agreement

Funding Summary: Funding is available in inventory account 1000.15400

Community Engagement Summary: NA

Staff Recommendation: Staff recommends approval

Attachments: 1. 300

Bid No. 7481 Sacked Cement Supply Agreement
Opened 4:00 p.m., March 16, 2023

To be awarded as one lot	Tascosa Building Products	Tascosa Brick Inc
Line 1 Quikrete Portland Cement, 94 LB Bag, per specifications		
4,480 bc		
Unit Price	\$14.5800	\$16.6000
Extended Price	65,318.40	74,368.00
Line 2 Quikrete Concrete Mix, 80 LB Bag, per specifications		
504 bc		
Unit Price	\$5.1800	\$5.9500
Extended Price	2,610.72	2,998.80
Line 3 Quikrete Sand Mix, 60 LB bag, per specifications		
336 bc		
Unit Price	\$5.4700	\$6.3000
Extended Price	1,837.92	2,116.80
Bid Total	69,767.04	79,483.60
Award by Vendor	\$ 69,767.04	
City	Amarillo, TX	





Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Customer Service
Department: Water and Sewer Utilities
Contact Person: John Collins, Director of Utilities

Agenda Caption: CONSIDER AWARD - LIQUID CATIONIC POLYMER

Award to: Polydyne Inc. - \$169,550.00

This item considers the award of a one-year contract, with three one-year extensions, for the purchase of liquid cationic polymer for the purpose of coagulation aid in water treatment for Hollywood Road Wastewater Treatment Plant and Osage Water Treatment Plant.

Agenda Item Summary: Approval to establish a contract with options for annual renewal to purchase liquid cationic polymer for the purpose of coagulation aid in water treatment from Polydyne Inc. in the amount of 169,550.00 for both the Hollywood Road Wastewater Treatment plant and the Osage Water Treatment plant.

Requested Action: Request for approval of annual contract with option to renew.

Funding Summary: This purchase will be funded from 52270.51350 in the amount of 104,414.00 and 52220.51350 for 65136.00

Community Engagement Summary: N/A

Staff Recommendation: Approval to establish an annual contract with option to renew for the next three years.

Attachments: 1. Bid Tabulation

Bid No. 7428 Cationic Polymer - Annual Contract
 Opened 4:00 p.m. Thursday, February 2, 2023

To be awarded by lot	Sterling Water Technologies LLC	Chameleon Industries Inc.	Polydyne Inc.	Atlantic Coast Polymers, Inc.
LOT 1				
Line 1 Harness Control Chemicals: Chelatingagents (Phosphonates) per Specification WWT-114, Revised				
28,320 lb				
Unit Price	\$3.6719	\$0.88	\$2.3000	\$2.49
Extended Price	103,988.21	24,921.60	65,136.00	70,516.80
LOT 2				
Line 2 Polymer Flocculants (For color, Thickening, Dewatering, Coag Bulk Poly-Dadmaccationic Polymer) per Specifications Wt-89, Revised 8/13/2014.				
125,800 lb				
Unit Price	No Bid	No Bid	0.83	No Bid
Extended Price			\$104,414.00	
Bid Total	103,988.21	24,921.60	169,550.00	70,516.80
Award by Vendor				
City				



Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Fiscal Responsibility
Department: Capital Projects Development and Engineering
Contact Person: Kyle Schniederjan, Director of Capital Projects Development and Engineering

Agenda Caption: CONSIDER AWARD - PROFESSIONAL SERVICES AGREEMENT FOR LIFT STATION 32

Award to: KSA Engineers, Inc - \$176,000.00

This item considers the award of professional services agreement which includes an extension of resident project representative services for the project. Additional time is needed for the project to be constructed and completed by the contractor.

Agenda Item Summary: This item considers the award of professional services agreement which includes an extension of resident project representative services for the project. Additional time is needed for the project to be constructed and completed by the contractor. KSA was selected under RFQ 03-20 for Contract No. 1 of this project.

Requested Action: Consider approval of agreement with KSA Engineers, Inc. in the amount of \$176,000.00 for execution by the City Manager

Funding Summary: Funding for this project is available in Project Budget Number 521805

Community Engagement Summary: Award for professional services will have minimal impact on the community. The resident project representative will facilitate coordination with the contractor, engineer, and the City during the construction phase of the project.

Staff Recommendation: City Staff is recommending approval of the agreement.

Attachments: 1. Bid Tabulation

RFQ 03-20 Professional Services for Resident Project Representative for Lift Station 32

Bid Open 4:00 PM Thursday 03/07/23

Awarded by Vendor

KSA Engineers Inc		
Line 1 Professional Services		
Per Specifications		
Unit Price	\$176,000.00	
Extended Price		\$176,000.00
Total Bid Price		
		\$176,000.00





Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Fiscal Responsibility
Department: Community Development
Contact Person: Jason Riddlespurger, Director of Community Development

Agenda Caption: CONSIDER AWARD - ECIVIS GRANT MANAGEMENT SOFTWARE SOLUTION

Award to: Carahsoft - \$163,621.82

This item considers the purchase of a grant management software solution which will be utilized by seven departments for the purpose of seeking, applying for, and managing grant funding.

Agenda Item Summary: This item considers the purchase of a grant management software solution which will be utilized by seven departments for the purpose of seeking, applying for, and managing grant funding.

Requested Action: Award to Carahsoft in the amount of \$163,621.82

Funding Summary: This is a five-year purchase. Job account 411899.17400.1040 has been created to fund Year 1. The current balance of this job account is \$57,350.00. Years 2 thru 5 will be funded by the departments utilizing the software.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of purchase.

Attachments: 1. Bid Tabulation

BID 7514 GRANT MANAGEMENT SOFTWARE

BID OPENED 03/13/2023

Line Number

1 920 45 77 Support and Update
Services, Microcomputer Software
YearOI - Grants Network Grantee
Post-Award - Under \$50 Million -
Qty 1

Unit Price	12325.0000
Extended Price	\$12,325.00

Line Number 2 920 45 77 Support
and Update Microcomputer Software
Qty 1

Unit Price	8,075.0000
Extended Price	\$8,075.00

Line Number 3 920 45 77 Support
and Update Services, Microcomputer
software
Qty 1

Unit Price	4,250.0000
Extended Price	\$4,250.00

Line Number 4 49203175
Installation of Computer Software
Qty 1

Unit Price	3,700.0000
Extended Price	\$3,700.00

Line Number 5 59203175
Installation of Computer
Qty 54

Unit Price	191.2500	
Extended Price	\$10,327.50	
Line Number 6 9203175 Installation of Software		
Qty 70		
Unit Price	191.2500	
Extended Price	\$13,387.50	
Line Number 7 9204577 Support and Update Services,		
Qty 1		
Unit Price	25,882.5000	
Extended Price	\$25,882.50	
Line Number 8 9204577 Support and Update Services,		
Qty 1		
Unit Price	27176.6300	
Extended Price	\$ 27,176.63	
Line number 9 Support and Update Services,		
Qty 1		
Unit Price	28535.4600	
Extended Price	\$ 28,535.46	
Line Number 10 9204577 Support and Update Services,		
Qty 1		
Unit Price	29962.2300	
Extended Price	\$ 29,962.23	

BID TOTAL

\$ 163,621.82





Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Economic Development and Redevelopment
Department: Facilities
Contact Person: Jerry Danforth, Director of Facilities

Agenda Caption: CONSIDER AWARD - REPLACEMENT OF FACILITIES DEPARTMENT ROOF LOCATED AT 823 SOUTH JOHNSON

Award to: Kelly Roofing - \$520,000.00

This item considers the award of a contract for the demolition, site preparation, security, and installation of a new built-up gravel roof at 823 S Johnson in Amarillo, Texas.

Agenda Item Summary: This bid is for the removal and replacement contract with Kelly Roofing for the demolition, site preparation, security, and installation of a new built-up gravel roof at 823 S. Johnson in Amarillo, Texas in coordination with the City of Amarillo Facilities Department, and according to the terms, specifications, and timelines set in the contract. The replacement will considerably improve the functionality and dependability of the facility.

Requested Action: Approval and award of the replacement contract to Kelly Roofing for the total amount of \$520,000.00

Funding Summary: This project is City of Amarillo funded as authorized through the Facilities E&I Account. (City Job # 411888.17400.1040)

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of contract award to Kelly Roofing to replace the Facilities Department Roof for the total amount of \$520,000.00.

Attachments: 1. FACILITIES ROOF BID NO 7446

Bid No.7446 BVB for City of Amarillo Facilities Roof
 Opened 4:00 p.m., February 23,2023

Awarded based on the base bid amount of one of the items selected		Brazos Urethane Inc	Tecta America CS	Kelley Roofing
Demolition, site preparation, site security, and construction for the facilities department roof replacement located at 823 S Johnson St in Amarillo Texas per bid specifications. Gravel Material				
1 ea				
Unit Price	NA		\$1,193,000.00	\$520,000.00
Extended Price		NA	1,193,000.00	520,000.00
Demolition, site preparation, site security, and construction for the facilities department roof replacement located at 823 S Johnson St in Amarillo Texas per bid specifications. Foam Material.				
1 ea				
Unit Price	\$766,301.000	NA	NA	NA
Extended Price		766,301.00	NA	NA
Bid Total		766,301.00	1,193,000.00	520,000.00
Award by Vendor				
City				
Alternate: Provide unit cost for decking repairs as				
1 ea				
Unit Price	\$25.500		\$18.50	\$55.000
Extended Price		25.50	18.50	55.00





Agenda Transmittal Memo

Date: April 11, 2023

Council Priority: Civic Pride
Fiscal Responsibility

Department: Parks and Recreation

Contact Person: Michael Kashuba, Director of Parks and Recreation

Agenda Caption: CONSIDER AWARD - TENNIS COURT RE-SURFACING

Award to: Advantage Courts Co. - \$147,112.04

This item considers the award of a contract with Advantage Courts Co. for the re-surfacing of the tennis courts at the Amarillo National Tennis Center and Memorial Park Tennis Courts.

Agenda Item Summary: This item considers turnkey re-surfacing of the tennis courts at the Amarillo National Tennis Center and Memorial Park Tennis Courts. The scope of work includes the following areas:

- Amarillo National Tennis Center (3 indoor tennis courts)
- Amarillo National Tennis Center (11 outdoor tennis courts)
- Memorial Park Tennis Courts (5 outdoor tennis courts)
- Memorial Park Pickleball Courts (2 outdoor pickleball courts)

Requested Action: Approval and authorization for City Manager to execute agreement.

Funding Summary: USTA National Grant - \$35,000 for Amarillo National Tennis Center
USTA National Grant - \$18,000 for Memorial Park Tennis Courts
USTA Texas Chapter Grant - \$10,000 for Amarillo National Tennis Center
USTA Texas Chapter Grant - \$6,000 for Memorial Park Tennis Courts

Total Outside Funding - \$69,000.00

Parks E&I - \$78,112.04

Total Project Funding - \$147,112.04

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval

Attachments: 1. TENNIS COURT RESURFACING BID NO 7455

Bid No. 7455 BEST VALUE BID FOR TENNIS COURT RE-SURFACING
Opened 4:00 p.m., MARCH 02,2023

To be awarded as one lot

ADVANTAGE COURTS CO

Amarillo National Tennis Center-Tennis Courts-Indoor
Courts (1,2,3)

1 ea

Unit Price	\$21,740.580	
Extended Price		21,740.58

Amarillo National Tennis Center-Tennis Courts-Outdoor
Courts (5)

1 ea

Unit Price	\$7,242.860	
Extended Price		7,242.86

Amarillo National Tennis Center-Tennis Courts-Outdoor
Courts (1,2)

1 ea

Unit Price	\$14,485.720	
Extended Price		14,485.72

Amarillo National Tennis Center-Tennis Courts-Outdoor
Courts (10,11)

1 ea

Unit Price	\$14,485.720	
Extended Price		14,485.72

Amarillo National Tennis Center-Tennis Courts-Outdoor
Courts (3,4)

1 ea

Unit Price	\$14,485.720	
Extended Price		14,485.72

ALTERNATES		ADVANTAGE COURTS CO
UNIT COST FOR ONE LINEAR FOOT (LF) OF WHITE LINES (STANDARD 2" WIDTH)		
1 ea		
Unit Price		1.00/LF
Extended Price		
UNIT COST FOR ONE LINEAR FOOT (LF) OF SECONDARY LINES (STANDARD 2" WIDTH)		
1 ea		
Unit Price		1.00/LF
Extended Price		

SQUARE FOOT (SF) PRICE FOR 1 SF OF PLEXIPAVE
SYSTEM ACRYLIC COLOR FILLER-FINISH IN THE
FOLLOWING COLORS

DARK BLUE	.92 SF
DARK GREEN	.92 SF
LIGHT BLUE	.92 SF
LIGHT GRAY	.92 SF

To be awarded as one lot		ADVANTAGE COURTS CO	
Amarillo National Tennis Center-Tennis Courts-Outdoor Courts (6,7)			
1 ea			
Unit Price	\$14,485.720		
Extended Price		14,485.72	
Amarillo National Tennis Center-Tennis Courts-Outdoor Courts (8,9)			
1 ea			
Unit Price	\$14,485.720		
Extended Price		14,485.72	
Memorial Park Tennis Courts			
1 ea			
Unit Price	\$45,700.000		
Extended Price		45,700.00	
Bid Total		147,112.04	
Award by Vendor			
City			





Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Public Safety
Department: Environmental Health
Contact Person: Anthony Spanel, Director of Environmental Health

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8056

This item is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 10-3, Article IV, Section 10-3-44 to clarify the definition of a public place. This revision will modify the open alcoholic beverage container prohibition in the Central Business District by updating the definition of a Public Place.

Agenda Item Summary: Updating 10-3-44 will lessen the regulatory burden on property owners and on persons licensed or permitted by the Texas Alcoholic Beverage Commission to sell alcohol, while still limiting public alcohol consumption in the Central Business District.

Requested Action: Staff recommends approval

Funding Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Approval

Attachments:

1. Ordinance No. 8056
2. Amarillo CVB Support Letter for Ordinance Change

ORDINANCE NO. 8056

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 10-3, ARTICLE IV, SECTION 10-3-44 TO CLARIFY THE DEFINITION OF A PUBLIC PLACE; PROVIDING FOR: SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW, PENALTY, PUBLICATION, AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Amarillo finds that the open container ordinance codified at Section 10-3-44 of the Amarillo Municipal Code was enacted for the purpose of controlling public alcohol consumption (and its negative secondary effects) in the Central Business District, while also allowing for infrequent controlled events at which alcohol may be consumed in public areas; and

WHEREAS, the City Council desires to lessen the regulatory burden on property owners and on persons licensed or permitted by the Texas Alcoholic Beverage Commission to sell alcohol, while still limiting public alcohol consumption in the Central Business District.

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

SECTION 1. The Amarillo Municipal Code, Chapter 10-3, Article IV, Section 10-3-44 be and hereby is amended in part to now read as follows:

Sec. 10-3-44. - Open alcoholic beverage containers.

(a) [NO TEXT CHANGE]

(1) [NO TEXT CHANGE]

(2) *Public Place* means, for purposes of this section, any public Street, Sidewalk, Alley, an outdoor public place as defined in law, ~~and shall include a privately owned public parking area,~~ but excludes: the inside of a motor vehicle; the inside of a building that is not owned or controlled by the municipality; ~~and,~~ residential structures, which includes a deck, patio, porch, or balcony thereof; and the area of a premises permanently licensed by the Texas Alcoholic Beverage Commission for alcohol consumption on the premises.

(b)-(c) [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 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 11th day of April, 2023; and PASSED on Second and Final Reading the 25th day of April 2023.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

Dear City Council Members,

I am writing to express my support for the proposed ordinance change that would allow for alcohol to be served in a fenced in area on private property within Amarillo's Route 66 Historic District. I believe this change will have a positive impact on our festival and the businesses located in this area throughout the year.

As you are aware, the current ordinance prohibits alcohol from being served within a fenced area, including private property and private parking lots. While this is intended to promote safety and reduce the risk of alcohol-related incidents, it also limits the ability of businesses to conduct business not only during the festival, but year round. This is especially true for businesses that rely on alcohol sales to generate revenue.

The proposed ordinance change would exclude private property and private parking lots from the original ordinance, which would allow for a VIP area to be established at the festival as well. This would provide festival-goers with an exclusive area to enjoy their drinks and enhance the overall festival experience. It would also enable private businesses to serve alcohol on their premises during the festival, increasing their revenue and promoting economic growth in the area.

Furthermore, the Texas Route 66 Festival is an important cultural event that celebrates the rich history and heritage of the Historic Route 66 District. By supporting this ordinance change, we can help ensure that the festival continues to thrive and attract visitors from all over the country.

In conclusion, I urge you to support the proposed ordinance change that would allow for a VIP area at the Texas Route 66 Festival. This change would not only enhance the festival experience for attendees, but also promote economic growth in the Historic Route 66 District.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Kashion Smith".

Kashion Smith





Agenda Transmittal Memo

Date: April 11, 2023
Council Priority: Fiscal Responsibility
Department: Capital Projects Development and Engineering
Contact Person: Kyle Schniederjan, Director of Capital Projects Development and Engineering

Agenda Caption: CONSIDER APPROVAL – CHANGE ORDER NO. 2 FOR HOLLYWOOD ROAD AND RIVER ROAD WATER RECLAMATION FACILITIES DIGESTER MIXING SYSTEM IMPROVEMENTS

Award to: Garney Companies Inc.

Original Award	\$16,312,000.00
Previous Change Order	519,810.00
Current Change Order No. 2	1,304,509.40
Total revised award	\$18,136,619.40

This item considers the approval of Change Order No. 2 for the Hollywood Road and River Road Water Reclamation Facilities digester mixing system improvements to add additional scope of work.

Agenda Item Summary: This change order includes dewatering of sludge in Digester No. 1 at River Road Water Reclamation Facility(WRF) as well as Primary No. 1 and Secondary Digester No. 1 at Hollywood Road WRF. It also includes removal of a sludge loading pump and associated piping at Hollywood Road WRF and finally additional duct bank for electrical conductors at River Road WRF. Contract Time is increased due to the additional scope of work.

Requested Action: Consider approval of Change Order No. 2 to the contract with Garney Companies, Inc. in the amount of \$1,304,509.40 for execution by the City Manager.

Funding Summary: Funding for this project is available in Project Budget Numbers 530013, 530015, and 530017. This project was approved in the FY 17/18 Community Investment Program.

Community Engagement Summary: N/A

Staff Recommendation: City staff is recommending approval of the change order.

Attachments: None

To be awarded as one lot	Garver LLC
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Line 1 Professional Engineering Services

1 ea			
Unit Price	\$690,000.000		
Extended Price		690,000.00	
Bid Total		690,000.00	
Award by Vendor			
City			