

AGENDA
**FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE
HELD ON OCTOBER 25, 2022, AT 1:00 P.M., CITY HALL, 601 SOUTH
BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF
CITY HALL, AMARILLO, TEXAS.**

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

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

INVOCATION: Davlyn Duesterhaus, Baptist St. Anthony's Hospice

PROCLAMATIONS: "Elevate Amarillo"
"National Family Caregiver's Month"
"Paralegal Day"

ANNOUNCEMENT: Triple Crown Award

PUBLIC ADDRESS:

(For items on the agenda for City Council consideration)

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

AGENDA

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

- A. Review agenda items for regular meeting and attachments;
- B. Discuss Solid Waste update;
- C. Discuss Board and Commission appointments;
- D. Updates from Councilmembers serving on outside boards and commissions
 - i. Convention and Visitors Bureau;
 - ii. Beautification and Public Arts Advisory Board;
 - iii. Pedestrian and Bicycle Safety Advisory Committee;
 - iv. Amarillo Local Government Corporation; and
 - v. Environmental Task Force;
- E. Request future agenda items and reports from City Manager.

2. CONSENT ITEMS:

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

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

A. CONSIDER APPROVAL – MINUTES:

(Contact: Stephanie Coggins, City Secretary)

This item considers approval of the City Council minutes for the regular meeting held on October 11, 2022.

B. CONSIDERATION OF ORDINANCE NO. 8023:

(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning of a 5.24-acre tract of unplatted land, in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Residential District 3. (VICINITY: Hastings Ave. and Broadway Dr.; APPLICANT/S: Tommy Nielsen for FAEC Holdings 396537 LLC)

C. CONSIDERATION OF ORDINANCE NO. 8024:

(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning of a 7.08-acre tract of unplatted land, in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Planned Development District 402 for a mini-storage facility. (VICINITY: Hastings Ave. and Broadway Dr.; APPLICANT/S: Tommy Nielsen for FAEC Holdings 396537 LLC)

D. CONSIDERATION OF ORDINANCE NO. 8025:

(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning of a 1.509 acre tract of land out of the east portion of Lot 5A, Block 42, Westgate Mall Unit No. 6, an addition to the City of Amarillo, in Section 42, Block 9, B.S.&F. Survey, Potter and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Planned Development District 359 to Planned Development District 359A to add Adult Day Care as an allowed use. (VICINITY: Westgate Pkwy. and Soncy Rd.; APPLICANT/S: Julito Uy for 5JUYS LLC)

E. CONSIDERATION OF ORDINANCE NO. 8026:

(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item is a second and final reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 21 for commercial and industrial tax abatement. The zone is approximately 30.03 acres in the vicinity of Centerport Boulevard and Folsom Road.

F. CONSIDER PURCHASE – AIRPORT MOWING TRACTOR AND MOWING DECK:

(Contact: Michael Conner, Director of Aviation)

Award to: Western Equipment - \$106,020.53

This item considers the purchase of an airport mowing tractor and mowing deck that will be utilized to support airside mowing operations required per the Federal Aviation Administration.

G. CONSIDER PURCHASE – TWO SERVICE TRUCKS FOR RICK HUSBAND INTERNATIONAL AIRPORT:

(Contact: Michael Conner, Director of Aviation)

Award to: Silsbee Ford - \$100,021.25 (TIPS USA # 210907)

This item considers the purchase of one crew cab 4x4 service truck and one regular cab 4x4 service truck. The two service trucks will be used by the Airport's facilities department in their daily operations.

H. **CONSIDER APPROVAL – CHANGE ORDER NO. 3 TO THE CONTRACT FOR THE SRE BUILDING MODIFICATIONS CONSTRUCTION PROJECT:**

(Contact: Michael Conner, Director of Aviation)

Award to: Panhandle Steel Buildings, Inc.

Original Award	\$911,687.00
Previous Change Orders	\$ 12, 323.46
Change Order No. 3	<u>\$ 53,723.97</u>
Total Award	\$977,734.43

This item considers approval of a change order to the SRE Building Modifications Construction project at Rick Husband International Airport for structural roof framing modifications and a no-cost contract extension of 87 days. This item will be 90% funded through Federal Aviation Administration grant funds.

I. **CONSIDER AWARD – ANNUAL SUPPLY CONTRACT FOR GOLF PRODUCTS:**

(Contact: George Priolo, GM of Golf Operations)

Award to: Acushnet Company – Not to exceed \$200,000.00

This item considers the award of an annual supply contract for the wholesale purchase of Titleist, Foot-Joy, and Pinnacle golf products to provide inventory for retail sale at both pro shops and authorizes the City Manager to execute the contract.

J. **CONSIDER AWARD – CONSTRUCTION CONTRACT FOR PARKING GARAGE ELEVATOR INSTALLATION AND MODERNIZATION PROJECT:**

(Contact: Michael Conner, Director of Aviation)

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

Base Bid Amount (Installation)	\$ 678,966.00
Additive Alt Amt (Modernization)	<u>\$ 474,034.00</u>
Total award	\$1,153,000.00

This item considers the award of a construction contract for installation of a new elevator and modernization of an existing elevator in the parking garage at Rick Husband International Airport.

K. **CONSIDERATION OF RESOLUTION NO. 10-25-22-1**

(Contact: Floyd Hartman, Assistant City Manager)

This item considers a resolution approving a Rule 11 Settlement Agreement with L.A. Fuller & Sons Construction, Ltd. related to the case styled as City of Amarillo, Texas v. Brandt Engineers Group, Ltd., L.A. Fuller & Sons Construction, Ltd., and Mission Clay Products, LLC.; Cause No. 106315-E-CV pending in the 108th Judicial District Court of Potter County, Texas. Per the agreement, L.A. Fuller and Sons Construction, Ltd., agrees to pay or cause to be paid the total sum of \$5,000,000.00 to the City of Amarillo to settle disputed claims alleged in the aforementioned cause and further authorizes the City Manager to execute the same.

3. **NON-CONSENT ITEMS:**

A. **PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 10-25-22-2:**

(Contact: Andrew Freeman, Assistant City Manager)

This item considers a resolution stating no objection for an application for 2023 Non-Competitive Housing Tax Credits to the Texas Department of Housing and Community Affairs Housing Tax Credit Program by Astoria Park Apartments II, LLC, a private entity, for Astoria Park Apartments, a redevelopment of an existing complex for affordable rental property located at 3118 W. 15th Avenue.

B. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 10-25-22-3:

(Contact: Andrew Freeman, Assistant City Manager)

This item considers a resolution stating no objection for an application for 2023 Non-Competitive Housing Tax Credits to the Texas Department of Housing and Community Affairs Housing Tax Credit Program by North Grand Villas, LP, a private entity, for North Grand Villas, a redevelopment of an existing complex for affordable rental property located at 2801 N. Grand Street.

C. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8027:

(Contact: Brady Kendrick, Planner II)

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

D. DISCUSS AND CONSIDER APPROVAL – CONSTRUCTION MANAGER AT RISK FOR THE RENOVATION OF THE AMARILLO HARDWARE BUILDING:

(Contact: Jerry Danforth, Director of Facilities)

Award to: Western Builders, Inc. – Not to exceed \$28,000,000.00

This item is to discuss and consider approval of Western Builders Inc. as Construction Manager at Risk for the renovation of the Amarillo Hardware Building for the new City Hall and further authorizes the City Manager to negotiate and execute a final agreement for the construction of the same with a price not to exceed \$28,000,000.00 along with all other necessary documents related to the same.

E. CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND COAST PACKING COMPANY – SOUTH:

(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item considers the approval of a Location Incentive Agreement (LIA) between Amarillo Economic Development Corporation (AEDC) and Coast Packing Company – South (Coast), for a project estimated at \$30,000,000.00 in improvements and 60 new employees. Under the LIA, AEDC will provide Coast \$720,000 for the creation of jobs, to be paid out over 10 years as they are created, and will convey 30.03 acres, valued at \$1,200,000.00, to Coast.

F. CONSIDER APPROVAL – TAX ABATEMENT AGREEMENT BETWEEN CITY OF AMARILLO AND AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND COAST PACKING COMPANY - SOUTH:

(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item considers the approval of a Tax Abatement Agreement between the City of Amarillo, Amarillo Economic Development Corporation (AEDC), and Coast Packing Company – South (Coast). The agreement would provide for an abatement of future taxes on the construction and equipment costs at 80% abatement for 8 years on \$30,000,000.00 estimated cost of improvements.

G. CONSIDERATION OF ORDINANCE NO. 8028:

(Contact: Martin Birkenfeld, Chief of Police)

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

H. CONSIDERATION OF ORDINANCE NO. 8029:

(Contact: Martin Birkenfeld, Chief of Police)

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

I. CONSIDERATION OF ORDINANCE NO. 8030:

(Contact: Donna Knight, Director of Court Services)

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

J. CONSIDERATION OF ORDINANCE NO. 8031:

(Contact: Laura Storrs, Assistant City Manager)

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

K. CONSIDER APPROVAL – WRECKER SERVICES:

(Contact: Martin Birkenfeld, Chief of Police)

This item awards a contract to T-Miller for wrecker services related to abandoned, impounded, junked, and disabled vehicles related to all City operations, including but not limited to public safety and emergency incidents and further authorizes the City Manager to finalize and execute an agreement with the T-Miller for the same.

4. EXECUTIVE SESSION:

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

- A. 551.071 – Consult with Attorney about pending or contemplated litigation or settlement of same or on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter
 - i. Stennett v. City of Amarillo
 - ii. In re City of Amarillo, Cause #110998-D-CV
- B. 551.071 – Consult with Attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter
 - i. Request for Federal EB-5 Loan Program Participation from Producer Owned Beef, LLC

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 21st day of October 2022, at 6:00 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

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 11th of October 2022 the Amarillo City Council met at 1:00 p.m. for a regular meeting held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON	MAYOR
COLE STANLEY	COUNCILMEMBER NO. 1
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

Absent was Freda Powell, Mayor Pro Tem and Councilmember No. 2. Also in attendance were the following administrative officials:

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

A quorum was established by Mayor Nelson and Councilmembers Sauer, Smith and Stanley. Mayor Nelson called the meeting to order at 1:01 p.m., welcomed those in attendance, and the following items of business were conducted.

The invocation was given by Sean Vokes of Hillside Christian Church. Mayor Nelson led the Pledge of Allegiance.

A proclamation was for "National Chiropractic Health Month" was read by Mayor Nelson and presented to Dr. Jon Blackwell. A proclamation for "Ryan Palmer Day" was read by Councilmember Sauer and presented to Phil Woodall.

PUBLIC ADDRESS

There were no public speakers.

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

- A. Review agenda items for regular meeting and attachments;
- B. Discuss invitation from Dnipro, Ukraine and possible sister city relationship;

Mr. Miller announced the promotion of Matthew Poston to the position of Director of Finance.

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

Mr. Miller announced the promotion of Matthew Poston to the position of Director of Finance.

- C. Discuss Solid Waste Update;
- D. Discuss Police Reserve Force;
- E. Updates from Councilmembers serving on outside boards and commissions
 - i. Parks and Recreation Advisory Board;
 - ii. Animal Management and Welfare Advisory Board;
- 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 to approve the consent agenda as presented, by Councilmember Sauer, seconded by Councilmember Smith.

A. CONSIDER APPROVAL – MINUTES:

(Contact: Stephanie Coggins, City Secretary)

This item considers approval of the City Council minutes for the regular meeting held on September 27, 2022.

B. CONSIDERATION OF ORDINANCE NO. 8017:

(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance vacating of two public rights-of-ways, being public street (SE 6th Avenue) located adjacent to Blocks 354 and 355 of Mirror's Addition, and the public alley located in Block 355 of Mirror's and Holland's Addition, all additions to the City of Amarillo, being in Section 155 and 156, Block 2, A.B.&M. Survey, Potter County, Texas. (VICINITY: SE 5th Ave. and Johnson St.; APPLICANT/S: City of Amarillo)

C. CONSIDERATION OF ORDINANCE NO. 8018:

(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning Lot 1A, Block 118, Mrs. M.D. Oliver-Eakles Addition Unit No. 3, an addition to the City of Amarillo, in Section 171, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 1 with Specific Use Permit 78 to Residential District 1 with Specific Use Permit 78A for increased lot coverage, reduced setbacks, and a change in hours of operation. (VICINITY: SW 25TH Ave. and Jackson St.; APPLICANT/S: Gene Mayfield for Amarillo Bible Chair)

D. CONSIDERATION OF ORDINANCE NO. 8019:

(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning of 21.24 acres of land, plus one-half of all bounding streets, alleys and public ways, in Section 61, Block 9, B.S.&F. Survey, Randall County, Texas being further described below:

1. Rezoning of 3.08 acres of unplatted land, in Section 61, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Amended Planned Development District 400A for the expansion of development standards (single-family detached homes with reduced lot depth and area).

2. Rezoning of 2.14 acres of unplatted land, in Section 61, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Amended Planned Development District 401A for the expansion of development standards (single-family detached homes with reduced lot width).

3. Rezoning of 16.02 acres of unplatted land, in Section 61, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 3 and Multiple-Family District 1 to Multiple Family District 1. (VICINITY: SW 34th Ave. and Soncy Rd.; APPLICANT/S: Daryl Furman for the Emeline Bush O'Brien/Sobieski Trust)

E. CONSIDERATION OF ORDINANCE NO. 8020:

(Contact: Brady Kendrick, Planner II)

This is a second and final reading to consider an ordinance rezoning Lot 4, Block 23, Sunrise Park Unit No. 2, an addition to the City of Amarillo, in Section 106, 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 2 to Residential District 2 with a Specific Use Permit 203 for the placement of a carport within the front-yard setback. (VICINITY: SE 10th Ave. and Inman Dr.; APPLICANT/S: Moises and Rosa Martinez)

F. CONSIDERATION OF ORDINANCE NO. 8021:

(Contact: Andrew Freeman, Assistant City Manager)

This item is a second and final reading of an ordinance amending The Municipal Code of The City of Amarillo, Chapter 16-4, Article III, Division 5 to change taxi fares.

G. CONSIDER PURCHASE – LIFEPAK-15 CARDIAC MONITORS/DEFIBRILLATORS:

(Contact: Sam Baucom, Deputy Fire Chief)

Award to: Stryker Medical - \$266,961.48

This item is the purchase of six LIFEPAK-15 cardiac monitor/defibrillators with accessories for use by the Amarillo Fire Department to provide advanced life support medical procedures. This item will be purchased with funds received through the American Rescue Plan Act of 2021(ARPA).

H. CONSIDER AWARD – NETWORK INFRASTRUCTURE FIREWALL SECURITY:

(Contact: Missy Tucker, Director of Information Technology)

Award to: Dell Financial Services - \$1,100,399.99

This item considers a five-year lease agreement for network security systems utilized by the city. This is the security portion of the Dell infrastructure lease

I. CONSIDER AWARD – ASPHALT EMULSION ANNUAL SUPPLY CONTRACT:

(Contact: Donny Hooper, Director of Public Works)

Award to: Ergon Asphalt & Emulsion, Inc. - \$156,000.00

This item is to consider the award of an annual supply contract for the purchase of up to 40,000 gallons of CHFRS-2P Asphalt Emulsion to be used by the Street Division during the winter for sealing cracks in paved streets.

J. CONSIDER AWARD – FLEXIBLE AGGREGATE BASE MATERIAL ANNUAL SUPPLY:

(Contact: Donny Hooper, Director of Public Works)

Award to: J. Lee Milligan, Inc. - \$328,125.00

This item is to consider award of a contract for the purchase of up to 7,500 tons of Flexible Aggregate Base Material to be used by the Street Division on a daily basis to repair streets and alleys.

K. CONSIDER AWARD – FINANCIAL DATA MANAGEMENT AND REPORT WRITING SOFTWARE:

(Contacts: Matthew Poston, Director of Finance)

Award to: Vertosoft LLC - \$115,273.00

This item considers the award of a three-year agreement, with two one-year options to renew, for a financial data management and reporting writing solution to combine text documents, workbooks, presentations and charts for analysis and reporting. This solution will help to create annual budgets and annual comprehensive financial reports (ACFR).

L. **CONSIDER AWARD – ANNUAL RENEWAL OF COMPUTER-AIDED DISPATCH (CAD) MAINTENANCE AGREEMENT:**

(Contacts: Chaz Williams, Police Lieutenant and Jeremy Hill, Fire Captain)
Award to: Intergraph Corporation – \$223,480.56

This item considers awarding an annual contract for the maintenance of the Hexagon CAD system at the Amarillo Emergency Communications Center

M. **CONSIDER PURCHASE – BEARING ASSEMBLIES FOR INFLUENT PUMP STATION AT HOLLYWOOD ROAD WATER RECLAMATION FACILITY:**

(Contact: John Collins, Director of Utilities)
Award to: Evoqua Water Technologies - \$156,563.76

This item considers the purchase of two sets of upper and lower bearing assemblies for the Influent Pump Station at the Hollywood Road Water Reclamation Facility.

N. **CONSIDERATION OF RESOLUTION 10-11-22-1:**

(Contact: Kristen Wolbach, Assistant Director of Parks and Recreation)

This item is to consider a resolution authorizing the Assistant City Manager to apply for the Texas Parks and Wildlife Department's CO-OP Grant Program on behalf of the City of Amarillo.

O. **CONSIDER APPROVAL - AGREEMENT FOR HIGHWAY IMPROVEMENT, SUPPLEMENTAL AND ADDITIONAL MOWINGS OF RIGHT-OF-WAY ON IH-40 AND IH-27 WITHIN THE CITY LIMITS OF THE CITY OF AMARILLO:**

(Contact: Kyle Schniederjan, Director of Capital Projects and Development Engineering)
Award to: Texas Department of Transportation – Not to exceed \$90,954.00

This Item considers an agreement with Texas Department of Transportation (TxDOT) to perform additional mowing of Interstate Highway right-of-way within the city limits in addition to the mowing scheduled as part of TxDOT annual operations for Fiscal Years 2022-2023 and 2023-2024.

Voting AYE were Mayor Nelson and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Pro Tem Powell; the motion passed by a 4-0 vote.

ITEM 3 – NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson introduced an item to consider awarding a contract for implementation services for a new Enterprise Resource Planning (ERP) Software. A motion was made to award a contract for implementation services for the new Financial/ERP Software System for City financial applications and other related systems to Collaborative Solutions, a Cognizant Company in an amount not to exceed \$2,382,515.00 by Councilmember Sauer, seconded by Councilmember Smith.

Voting AYE were Mayor Nelson and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Pro Tem Powell; the motion passed by a 4-0 vote.

ITEM 3B: Mayor Nelson introduced an item to consider awarding a 15-year agreement for ERP Software-as-a-Service (SaaS). A motion was made to award a fifteen-year agreement for software as a service (SaaS) for the new Financial/ERP Software System for City financial applications and other related systems to Precision Task Group, Inc. (PTG), an authorized reseller of Workday service, in an amount not to exceed \$18,067,068.00 by Councilmember Sauer, seconded by Councilmember Smith

Voting AYE were Mayor Nelson and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Pro Tem Powell; the motion passed by a 4-0 vote.

ITEM 3C: Mayor Nelson introduced an item to consider a five-year agreement for cashiering SaaS for use with a new ERP software. A motion was made to award a five-year agreement for software as a service (SaaS) for the cashiering system to be part of the new Financial/ERP Software System for City financial applications and other related systems to Can/Am Technologies in an amount not to exceed \$566,211.00 by Councilmember Sauer, seconded by Councilmember Stanley

Voting AYE were Mayor Nelson and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Pro Tem Powell; the motion passed by a 4-0 vote.

ITEM 3D: Mayor Nelson introduced an item to consider awarding a contract for project management services related to the implementation of a new ERP software. A motion was made to award a contract for full project management services for the implementation of the new Financial/ERP Software System for City financial applications and other related systems to BerryDunn in an amount not to exceed \$1,765,000.00 by Councilmember Sauer, seconded by Councilmember Smith

Voting AYE were Mayor Nelson and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Pro Tem Powell; the motion passed by a 4-0 vote.

ITEM 3E: Mayor Nelson introduced public hearing and first reading to consider an ordinance rezoning of the west 125 feet of the east half of Block 267, Holland's Addition, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 to Light Commercial District in the vicinity of Wichita Ave. and Mirror St. Mr. Kendrick presented the item. Mayor Nelson opened a public hearing. Speaking for the item were Noah Dawson and Marcelino Alvarado; speaking on the item were none; and speaking against the item were none. Mayor Nelson closed the public hearing. A motion was made to adopt Ordinance No. 8022 for the rezoning of the west, 125 feet as stated in the rest of this ordinance by Councilmember Stanley, seconded by Councilmember Sauer.

Councilmember Stanley amended his motion to state "I move to table until the next meeting." The amended motion was seconded by Councilmember Sauer.

Councilmember Stanley further amended his motion to state "push this item to a future agenda" The further amended motion was seconded by Councilmember Sauer.

At this point, the vote was called on motion to "push this item to a future agenda". Voting AYE were Mayor Nelson and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Pro Tem Powell; the motion passed by a 4-0 vote.

ITEM 3F: Mayor Nelson introduced a public hearing and first reading to consider an ordinance rezoning of a 5.24-acre tract of unplatted land, in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Residential District 3 in the vicinity of Hastings Ave. and Broadway Dr. Mr. Kendrick presented the item. Mayor Nelson opened a public hearing. There were no speakers Mayor Nelson closed the public hearing. A motion was made to adopt the below captioned ordinance by Councilmember Sauer, seconded by Councilmember Smith.

ORDINANCE NO. 8023

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS;
PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL
ZONING MAP OF THE CITY OF AMARILLO, TEXAS;
PROVIDING FOR CHANGE OF USE DISTRICT
CLASSIFICATION OF SPECIFIED PROPERTY IN THE
VICINITY OF HASTINGS AVENUE AND BROADWAY
DRIVE, POTTER COUNTY, TEXAS; PROVIDING A
SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE;
AND PROVIDING AN
EFFECTIVE DATE.

Voting AYE were Mayor Nelson and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Pro Tem Powell; the motion passed by a 4-0 vote.

ITEM 3G: Mayor Nelson introduced a public hearing and first reading to consider an ordinance rezoning of a 7.08-acre tract of unplatted land, in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Planned Development District 402 for a mini-storage facility in the vicinity of Hastings Ave. and Broadway Dr. Mr. Kendrick presented the item. Mayor Nelson opened a public hearing. There were no speakers. Mayor Nelson closed the public hearing. A motion was made to adopt the below captioned ordinance by Councilmember Sauer, seconded by Councilmember Smith.

ORDINANCE NO. 8024

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS;
PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL
ZONING MAP OF THE CITY OF AMARILLO, TEXAS;
PROVIDING FOR CHANGE OF USE DISTRICT
CLASSIFICATION OF SPECIFIED PROPERTY IN THE
VICINITY OF HASTINGS AVENUE AND BROADWAY
DRIVE, POTTER COUNTY, TEXAS; PROVIDING A
SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Pro Tem Powell; the motion passed by a 4-0 vote.

ITEM 3H: Mayor Nelson introduced a public hearing and first reading to consider an ordinance rezoning of a 1.509 acre tract of land out of the east portion of Lot 5A, Block 42, Westgate Mall Unit No. 6, an addition to the City of Amarillo, in Section 42, Block 9, B.S.&F. Survey, Potter and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Planned Development District 359 to Planned Development District 359A to add Adult Day Care as an allowed use in the vicinity of Westgate Pkwy. and Soncy Rd. Mr. Kendrick presented the item. Mayor Nelson opened a public hearing. There were no speakers. Mayor Nelson closed the public hearing. A motion was made to adopt Ordinance No. 8025 rezoning of a 1.509 acre tract of land out of the east portion of Lot 5A, Block 42, Westgate Mall Unit No. 6, an addition to the City of Amarillo, in Section 42, Block 9, B.S.&F. Survey, Potter and Randall County, Texas by councilmember Sauer, seconded by councilmember Stanley,

ORDINANCE NO. 8025

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS;
PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL
ZONING MAP OF THE CITY OF AMARILLO, TEXAS;
PROVIDING FOR CHANGE OF USE DISTRICT
CLASSIFICATION OF SPECIFIED PROPERTY IN THE
VICINITY OF SONCY ROAD AND WESTGATE PARKWAY,
RANDALL AND POTTER COUNTY, TEXAS; PROVIDING A
SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Pro Tem Powell; the motion passed by a 4-0 vote.

ITEM 3I: Mayor Nelson introduced a public hearing and first reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 21 for commercial and industrial tax abatement. Kevin Carter, Amarillo Economic Development Corporation, presented the item. Mayor Nelson opened a public hearing. Speaking for the item were none; speaking on the item were none; and speaking against the item was Mr. Dawson. Mayor Nelson closed the public hearing. A motion was made to adopt the below captioned ordinance by Councilmember Sauer, seconded by Councilmember Smith.

ORDINANCE NO. 8026
AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS
CITY COMMISSION: DESIGNATING CERTAIN AREAS AS
REINVESTMENT ZONE NO. 21 FOR COMMERCIAL /
INDUSTRIAL TAX ABATEMENT, CITY OF AMARILLO,
TEXAS, PURSUANT TO TEXAS TAX CODE, CHAPTER
312, SUBCHAPTERS A & B, ESTABLISHING THE
BOUNDARIES THEREOF AND OTHER MATTERS
RELATING THERETO; PROVIDING A SEVERANCE
CLAUSE; PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson and Councilmembers Sauer and Smith; voting NO were none; absent were Mayor Pro Tem Powell and Councilmember Stanley; the motion passed by a 3-0 vote.

ITEM 3J: Mayor Nelson introduced an item to consider a contract for demolition of old lighting systems and the installation of new LED field lighting and utility pads for seven Parks and Recreation Facilities. A motion was made to award a contract for the demolition of old lighting systems and the installation of new LED field lighting and utility pads for seven Parks and Recreation facilities to Musco Sports Lighting, LLC. In the amount of \$7,551,372.00 by Councilmember Sauer, seconded by Councilmember Smith.

Voting AYE were Mayor Nelson and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Pro Tem Powell; the motion passed by a 4-0 vote.

ITEM 4 – EXECUTIVE SESSION:

Ms. Schmidt advised at 4:00 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Sec. 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) Project #20-03-02 (Manufacturing); ii) Project #21-11-01(Transportation); iii) Project #22-05-01(Manufacturing); and iv) Project #22-05-04 (Manufacturing).

Ms. Schmidt announced that Executive Session was adjourned at 4:46p.m. and recessed the Regular Meeting.

ATTEST:

Stephanie Coggins, City Secretary

Ginger Nelson, Mayor

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Priority	Consent Agenda
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Department	Planning and Development Services Brady Kendrick – Planner II
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Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8023

Second and final reading to consider an ordinance rezoning of a 5.24-acre tract of unplatted land, in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Residential District 3.

VICINITY: Hastings Ave. and Broadway Dr.

APPLICANT/S: Tommy Nielsen for FAEC Holdings 396537 LLC

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Agricultural District to the north, south, and east and Residential District 3 to the west.

Adjacent land uses consist of undeveloped land in all directions.

Proposal

The applicant is requesting a change in zoning for an upcoming future phase of The Vineyards subdivision that will be composed of single family detached homes.

Analysis

Analysis of a zoning change begins with referring to conformity to the Comprehensive Plan's Future Land Use and Character Map, the recommended Neighborhood Unit Concept (NUC) of development, and what impacts, if any, a particular request will have on existing area zoning and development patterns.

The recommended development category for the applicant's tract is the Rural Category which calls for residential homesteads and agricultural uses being the primary focus of development. While the requested zoning is residential in nature, Residential District 3 would not conform with the Rural Category. The Planning and Zoning Commission does note that there has been a change in development characteristics in this section land since the Future Land Use Map's adoption with the start of the development of The Vineyards subdivision. This subdivision is developing in a manner that is typical of other newer subdivisions within the City and in the Planning and Zoning Commission's opinion, the request is a logical continuation of the subdivision and a deviation from the Future Land Use Map is warranted.

Regarding the NUC, the concept calls for retail and higher intensity uses to be focused at section line intersections with the intensity of zoning and development decreasing away from these intersections. The location of the applicant's tract is in a location at which a transition from higher intensity uses located at/near the intersection to higher density residential development away from the intersection would be seen. In the Planning and Zoning Commission's opinion when considering this and the location of the tract, the request would conform with the NUC.

Requested Action/Recommendation

Notices were sent to property owners within 200 feet as required by State Law. As of this writing, no comments have been received. Considering the previously mentioned, the Planning and Zoning Commission believes that the request is a logical continuation of existing zoning and development patterns in the area and would not result in detrimental impacts to the area. The Planning and Zoning Commission recommends **APPROVAL** of the request as presented.

ORDINANCE NO. 8023

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF HASTINGS AVENUE AND BROADWAY DRIVE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of a 5.24 acre tract of unplatted land, in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Residential District 3 being further described in Exhibit A.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 11th day of October, 2022 and PASSED on Second and Final Reading on this the 25th day of October, 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

Exhibit A

FIELD NOTES for a 5.24 acre tract of land out of Section 191, Block 2, A. B. & M. Survey, Potter County, Texas.

BEGINNING at 1/2" iron rod set with a yellow cap which bears N. 00° 04' 58" E. a distance of 509.01 feet and N. 89° 55' 02" W. a distance of 590.23 feet from an iron rod found with a cap stamped "Apex" at the southeast corner of said Section 191 for the northeast corner of this tract.

THENCE S. 00° 05' 40" W. a distance of 445.00 feet to a 1/2" iron rod found with a yellow cap for the southeast corner of this tract.

THENCE N. 89° 51' 06" W. a distance of 486.05 feet to a 1/2" iron rod found with a yellow cap for the southwest corner of this tract.

THENCE N. 00° 07' 55" E. a distance of 514.86 feet to a to a 1/2" iron rod set with a yellow cap for the northwest corner of this tract.

THENCE in a southeasterly direction along a curve to the right with a radius equal to 605.00 feet, with a long chord bearing of S. 78° 08' 36" E. and a long chord distance of 192.46, a curve length of 193.26 feet to a 1/2" iron rod set with a yellow cap at the end of said curve same being at the beginning of a curve to the left for a corner of this tract.

THENCE continuing in a southeasterly direction along said curve with a radius equal to 470.00 feet, with a long chord bearing of S. 79° 25' 16" E. and a long chord distance of 170.18 feet, a curve length of 171.12 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE S. 89° 51' 05" E. a distance of 129.96 feet to the place of BEGINNING and containing 5.24 acres (228,399 square feet) of land.

* * * * *

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

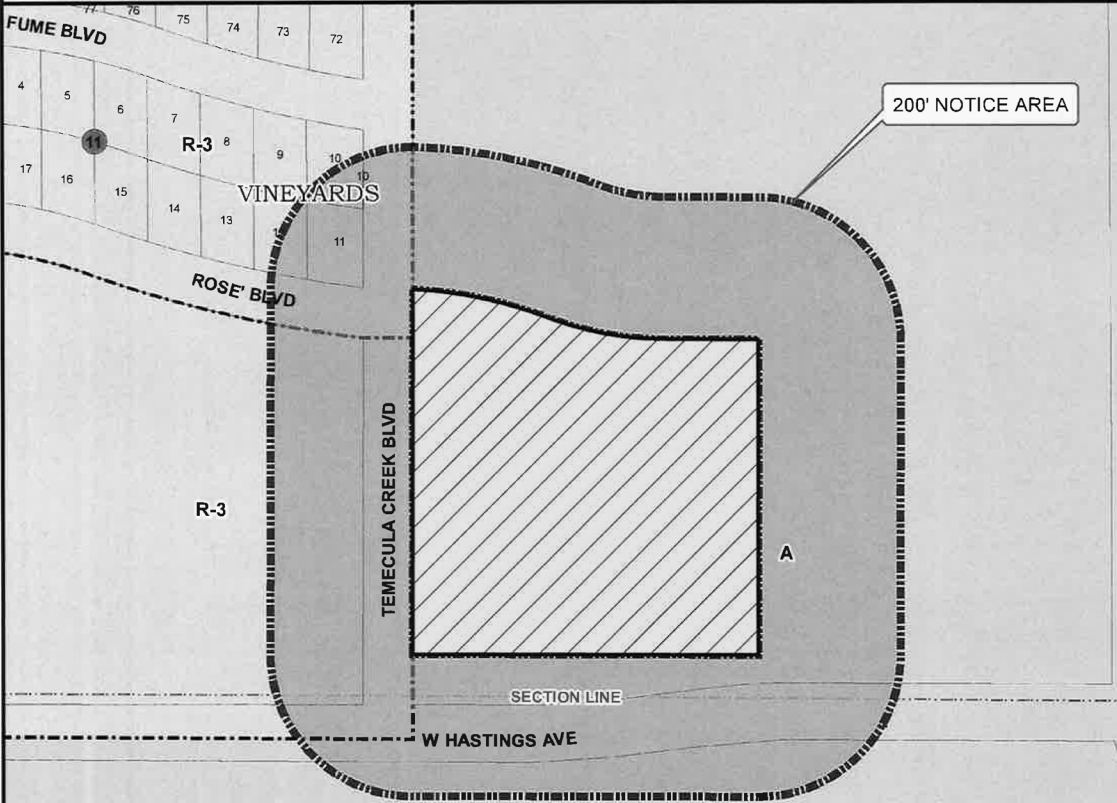
IN WITNESS THEREOF, my hand and seal, this the 19th day of August, A.D.,
2022.




Richard E. Johnson
Registered Professional
Land Surveyor #4263

OJD ENGINEERING, LLC * WELLINGTON, TX * FIRM NO. 10090900

REZONING FROM A TO R-3



Legend

- Proposed Rezoning
- 200' Notice Area
- City Limits
- Block Numbers
- Platted Parcel
- Zoning Boundary
- A Agricultural
- R-3 Residential District 3

CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 9/6/2022
Case No: Z-22-31



Z-22-31 Rezoning of a 5.24 acre tract of unplatted land, in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Residential District 3.

VICINITY: Hastings Ave. and Broadway Dr.
APPLICANT/S: Tommy Nielsen for FAEC Holdings 396537 LLC

AP: M-8

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Priority	Consent Agenda
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Department	Planning and Development Services Brady Kendrick – Planner II
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Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8024

Second and final reading to consider an ordinance rezoning of a 7.08-acre tract of unplatted land, in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Planned Development District 402 for a mini-storage facility.

VICINITY: Hastings Ave. and Broadway Dr.

APPLICANT/S: Tommy Nielsen for FAEC Holdings 396537 LLC

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consist of Agricultural District to the north, south, and west and Residential District to the east. Adjacent land uses consist of undeveloped land to the north, south, and west and single family detached homes and undeveloped land to the east.

Proposal

The applicant is requesting a change in zoning to develop the land with a mini-storage facility in addition to land uses allowed in General Retail District. Additionally, development standards will follow General Retail District.

The Planning and Zoning Commission notes that per Section 4-10-103(1), a mini-storage facility that is a minimum size of three acres is eligible for consideration as a Planned Development.

Analysis

Analysis of a zoning change begins with referring to conformity to the Comprehensive Plan's Future Land Use and Character Map, the recommended Neighborhood Unit Concept (NUC) of development, and what impacts, if any, a particular request will have on existing area zoning and development patterns.

The recommended development category for the applicant's tract is the Rural Category which calls for residential homesteads and agricultural uses being the primary focus of development. The applicants request would not conform with the Rural Category.

The Planning and Zoning Commission does note that there has been a change in development characteristics in this section land since the Future Land Use Map's adoption with the start of the development of The Vineyards subdivision. This subdivision is developing in a manner that is typical of other newer subdivisions within the City with higher intensity zoning and land uses being located at or near the section line intersections. Given the location of the applicant's tract and proposed development standards, the Planning and Zoning Commission believes a deviation is warranted.

Regarding the NUC, the concept calls for higher intensity land uses and zoning being located at or near the section line intersection. Given the location of the applicant's tract in relation to the section line intersection, the Planning and Zoning Commission does believe that the request is located in an area that would be consistent with the NUC with the northern most portion of the tract being located 1,100 feet from the intersection which is consistent with the development pattern seen within many subdivisions within Amarillo.

The Planning and Zoning Commission does note that typically, Light Commercial District is the first zoning district that would allow for a mini-storage facility. It is noted that in the upcoming Zoning Ordinance revision project, a mini-storage facility would be an allowed use in General Retail District. The Planning and Zoning Commission felt that Light Commercial District would not be appropriate in

this location and given the proposed changes that are forthcoming to the Zoning Ordinance (and the fact similar request have been considered and granted by the Commission in the past), the Planning and Zoning Commission believes that the request for a Planned Development is appropriate.

The development standards for the Planned Development will mirror General Retail District (sign standards, lot and bulk area standards, landscaping, etc) apart from allowing for mini storage as a use in addition to those allowed in General Retail District. Upon development, a site plan is required to be submitted for review prior to a building permit being issued.

The Planning and Zoning Commission believes that given the location of the tract, the request is appropriate and is a logical zoning district and land use that would result in minimal impacts to the area.

Requested Action/Recommendation
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Notices were sent to property owners within 200 feet as required by State Law. As of this writing, no comments have been received.

Considering the previously mentioned, the Planning and Zoning Commission recommends **APPROVAL** of the request as presented.

ORDINANCE NO. 8024

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF HASTINGS AVENUE AND BROADWAY DRIVE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of a 7.08 acre tract of unplatted land, in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Planned Development District 402 for a mini-storage facility being further described in Exhibit A.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 11th day of October, 2022 and **PASSED** on Second and Final Reading on this the 25th day of October, 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

Exhibit A (1 of 3)

FIELD NOTES for a 7.08 acre tract of land out of Section 191, Block 2, A. B. & M. Survey, Potter County, Texas.

BEGINNING at 1/2" iron rod set with a yellow cap which bears N. 00° 04' 58" E. a distance of 323.88 feet and N. 89° 55' 02" W. a distance of 119.71 feet from an iron rod found with a cap stamped "Apex" at the southeast corner of said Section 191 for the northeast corner of this tract.

THENCE N. 89° 54' 20" W. a distance of 349.73 feet to a 1/2" iron rod set with a yellow cap for the southwest corner of this tract.

THENCE N. 00° 04' 58" E. a distance of 882.02 feet to a 1/2" iron rod set with a yellow cap for the northwest corner of this tract.

THENCE S. 89° 53' 43" E. a distance of 349.73 feet to a 1/2" iron rod set with a yellow cap for the northeast corner of this tract.

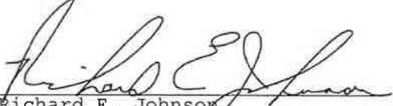
THENCE S. 00° 04' 58" W. a distance of 881.96 feet to the place of BEGINNING and containing 7.08 acres (308,454 square feet) of land.

* * * * *

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

IN WITNESS THEREOF, my hand and seal, this the 19th day of August, A.D.,
2022.




Richard E. Johnson
Registered Professional
Land Surveyor #4263

OJD ENGINEERING, LLC * WELLINGTON, TX * FIRM NO. 10090900

Exhibit A (2 of 3)

Planned Development 402 (PD-402) Development Standards

- Allowed land uses: Mini-storage warehouse facility and uses as allowed by General Retail District (GR). Any other use change shall require a zoning amendment for this site.
- Each leasable storage unit not to exceed three hundred (300) square feet in Floor Area. No outside storage, no storage of explosives, flammable materials or materials emitting noxious odors shall be allowed.
- Landscaping will comply with the City of Amarillo Landscape Ordinance.
- Off street parking: Will comply with section 4-10-211 (Vehicle Parking Regulations).
- All signage standards will follow those specified for General Retail District and must comply with the City of Amarillo Sign Ordinance. No signs shall be operated on the property that use or have attached any flashing, pulsating, or rotating lighting source or reflector.
- All parking and driveways shall conform to the requirements of Section 9 of the Development Policy Manual of the City of Amarillo unless noted otherwise.
- All exterior lighting shall be directed onto the property in such a manner to minimize or eliminate glare across adjacent property lines.
- All refuse containers shall be screened and maintained in such a manner as to prevent blowing trash and debris.
- Any additional bulk or area requirement not specifically noted on this site plan shall comply with the General Retail District (GR).
- Any and all utility relocations or adjustments required for this development shall be the responsibility of the developer(s).
- All fencing, screening, landscaping, driveways, and parking areas shall be maintained in good condition at all times by owners. All landscaping to be installed prior to receiving a certificate of occupancy, or within six months of occupying structure if bad weather exists. All landscape material, trees, grass, shrubs, etc., shall be installed on the site in the same manner as depicted on this site plan and all landscaped areas shall be served with a sprinkler system.
- The approval of this development by the City of Amarillo in no way shall alter or abrogate requirements of the Uniform Building Code as adopted and amended by the City of Amarillo.
- A separate site plan review will be required prior to a building permit being issued.
- The City of Amarillo or its franchised utility shall not be required to replace any obstructions, paving, or plantings that must be removed during the course of maintenance, construction, or reconstruction within any public utility or drainage easement.
- All exterior mechanical equipment shall be located and/or screened in such a manner as to eliminate or minimize noise and visual impact to adjacent properties.

Exhibit A (3 of 3)

- All surface storm water collected on this site shall drain directly to adjacent public right of way or by other means if approved by the City Engineer.
- The developer shall comply with all ADA requirements.

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

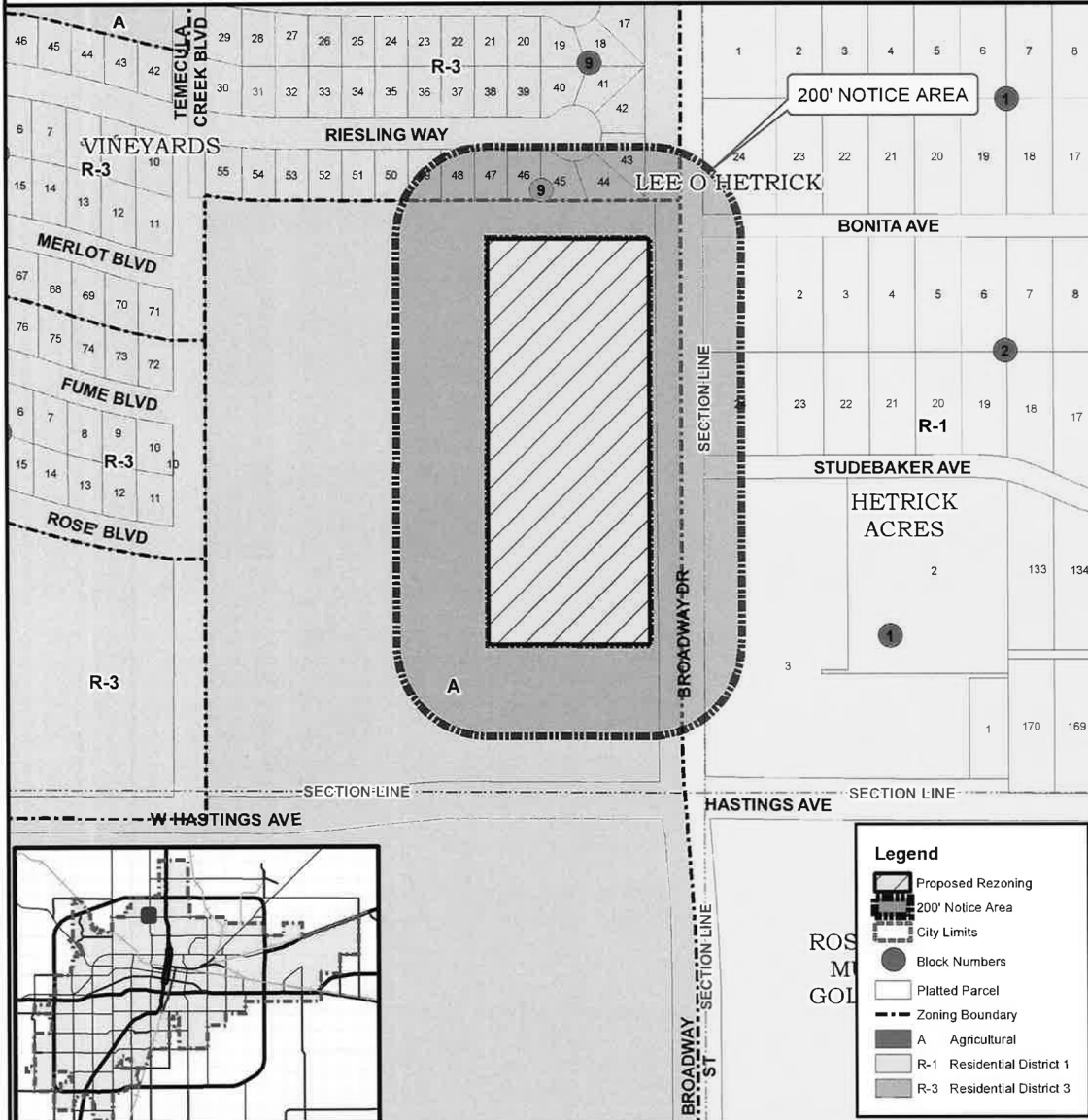


9/15/22

Signature of owner/Developer

Date

REZONING FROM A TO PD for Mini-Storage



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
Date: 9/6/2022
Case No: Z-22-32



Z-22-32 Rezoning of a 7.08 acre tract of unplatted land, in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Planned Development District for a mini-storage facility.

VICINITY: Hastings Ave. and Broadway Dr.
APPLICANT/S: Tommy Nielsen for FAEC Holdings 396537 LLC

AP: M-8

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Priority	Consent Agenda
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Department	Planning and Development Services Brady Kendrick – Planner II
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Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8025

Second and final reading to consider an ordinance rezoning of a 1.509 acre tract of land out of the east portion of Lot 5A, Block 42, Westgate Mall Unit No. 6, an addition to the City of Amarillo, in Section 42, Block 9, B.S.&F. Survey, Potter and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Planned Development District 359 to Planned Development District 359A to add Adult Day Care as an allowed use.

VICINITY: Westgate Pkwy. and Soncy Rd.

APPLICANT/S: Julito Uy for 5JUYS LLC

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consist of Planned Development District 346 to the north, Residential District 1 to the south, Planned Development District 108W to the east, and Planned Development District 359 to the west. Adjacent land uses consist of multi-tenant retail buildings to the north, east, and west and single-family detached homes to the south.

Proposal

The applicant is proposing a change in zoning to allow for the addition of an adult day care facility as an allowed use within the current Planned Development. The applicant currently operates a medical clinic in the building and would like to add the proposed use to the clinic.

Analysis

Typically when analyzing a rezoning request, the Planning and Zoning Commission would take typical Planning concepts into account such as the Neighborhood Unit Concept (NUC) and the Future Land Use Map. However given that this request is to add an additional land use to an existing Planned Development within an existing building, these concepts will not play as large of a role in the request.

The Planning and Zoning Commission does note that the Future Land Use Map for this area is the General Commercial Category which calls for a wide range of commercial retail and service uses at varying scales. The applicant's request would conform with this category.

The current zoning, Planned Development District 359 (PD359), is part of a series of Planned Developments for the Westgate Mall and other retail developments. Planned Development District 359 was a Planned Development amendment for signage only and allowed uses and development standards default back to the previous Planned Developments in the PD-108 series.

Regarding allowed land uses, "general retail development" is the categorization of land uses allowed per applicable planned development documents. This would include the uses that are classified as "Retail and related service uses" in the City's Zoning Ordinance.

The original intent for the PD-108 series was to create a regional shopping center that features the Westgate Mall proper, various retail multi-tenant buildings, and pad sites for standalone retailers around the periphery of the site. While this could have been accomplished using a base zoning district, the City's intent behind using Planned Development zoning was to ensure that the retail nature of an area that has become a key economic asset to the City was protected, much like the series of Planned Developments around the medical district.

While the proposed use, an adult day care facility, would not be allowed under the current Planned Development as it is classified as an institutional land use, the Planning and Zoning Commission believes that the use, which the Commission notes is allowed in General Retail District zoning, would

not have any discernable external impacts and would be an appropriate land use. The Planning and Zoning Commission notes that while allowing this use does set a precedent for mixed use development in the area, the Commission believes that the current zoning and development ordinances and requirements provide appropriate safeguards for such development to occur in this area. Given the nature of the Planned Development, each case similar to this one will also be examined case by case for appropriateness as future request would also require Planned Development amendments.

Requested Action/Recommendation
--

Notices have been sent to all property owners within 200 feet as required by State Law. As of this writing, one comment in support of the request has been received.

Considering the above, the Planning and Zoning Commission recommends approval of the request as presented with a unanimous vote.

ORDINANCE NO. 8025

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SONCY ROAD AND WESTGATE PARKWAY, RANDALL AND POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of a 1.509 acre tract of land out of the east portion of Lot 5A, Block 42, Westgate Mall Unit No. 6, an addition to the City of Amarillo, in Section 42, Block 9, B.S.&F. Survey, Potter and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Planned Development District 359 to Planned Development District 359A to add Adult Day Care as an allowed use, being further described in Exhibit A.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 11th day of October, 2022 and PASSED on Second and Final Reading on this the 25th day of October, 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

Exhibit A (1 of 3)

EXHIBIT A

DESCRIPTION

A 1.509 acre tract of land being the east portion of Lot 5-A, Block 42, Westgate Mall Unit No. 6, an addition to the City of Amarillo, Potter and Randall Counties, Texas, according to the recorded map or plat thereof, of record in Volume 1679, Page 427 of the Official Public Records of Potter County, Texas, and in Volume 942, Page 315 of the Deed Records of Randall County, Texas, and said 1.509 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod with a cap stamped "R.P.L.S. 4928", found at the northeast corner of said Lot 5-A;

Thence S. 01°46'00" W., 133.94 feet along the east line of said Lot 5-A to a ½ inch iron rod, found at the point of curvature;

Thence Southeasterly, 220.53 feet along the east line of said Lot 5-A being a curve to the left having a radius of 400.00 feet and a chord of S. 14°01'40" E., 217.75 feet to a mag nail, set at the point of tangency;

Thence S. 29°49'20" E., 140.82 feet to a ½ inch iron rod with a cap stamped "R.P.L.S. 4928", found at the southeast corner of said Lot 5-A;

Thence S. 63°52'40" W., 107.64 feet along the south line of said Lot 5-A and the north right-of-way line of a 20 foot wide alley, as dedicated by plat of Puckett West Unit No. 7, an addition to the City of Amarillo, Texas, according to the recorded map or plat thereof, of record in Volume 596, Page 392 of the Deed Records of Randall County, Texas, to a ½ inch iron rod with a cap stamped "R.P.L.S. 4928", found at the most southerly corner of said Lot 5-A;

Thence N. 69°51'47" W., 89.85 feet along the south line of said Lot 5-A and the north right-of-way line of said 20 foot wide alley to a railroad spike, found at the southwest corner of this tract of land;

Thence N. 15°17'03" W., at 77.30 feet pass an "X" cut in concrete, found in reference, at 80.30 pass the exterior wall of a building, continuing along the centerline of an interior wall for a total distance of 85.44 feet to a corner of this tract of land;

Thence S. 74°42'57" W., 8.04 feet along the centerline of an interior wall to a corner of this tract of land;

Thence N. 15°17'03" W., 59.08 feet along the centerline of an interior wall to a corner of this tract of land;

Thence N. 74°42'57" E., 35.89 feet along the centerline of an interior wall to a corner of this tract of land;

Thence N. 15°17'03" W., along the centerline of an interior wall, at 87.35 feet pass the exterior brick projection of a building, at 90.35 feet pass an "X" cut in concrete, found in reference, continuing for a total distance of 306.11 feet to a ½ inch iron rod with a cap stamped "R.P.L.S. 4928", found at the northwest corner of this tract of land;

Thence N. 74°51'43" E. – bearing basis, 159.79 feet along the north line of said Lot 5-A and the south right-of-way line of Westgate Parkway West to the **POINT OF BEGINNING**.

201A WESTGATE PARKWAY WEST

Page 2 of 3

Job No. 2018045



CORNERSTONE LAND SURVEYING

5625 Fulton Drive, Suite D • Amarillo, Texas 79109
(806) 352-9193 • (806) 352-9197 fax • surveys@cox-internet.com

\\csl\csl\m\Hatch\m\m\2018\2018045 Westgate Parkway.dwg 12/02/2018 11:03:36 PM 100

Exhibit A (2 of 3)

Planned Development 359A Development Standards

- Allowed land uses: An adult day care and uses as allowed by Planned Development District 359. Any other use change shall require a zoning amendment for this site.
- Landscaping will comply with the standards of Planned Development District 359.
- Off street parking: Will comply with section 4-10-211 (Vehicle Parking Regulations).
- All signage standards will follow those specified in Planned Development District 359 and must comply with the City of Amarillo Sign Ordinance. No signs shall be operated on the property that use or have attached any flashing, pulsating, or rotating lighting source or reflector.
- All parking and driveways shall conform to the requirements of Section 9 of the Development Policy Manual of the City of Amarillo unless noted otherwise.
- All exterior lighting shall be directed onto the property in such a manner to minimize or eliminate glare across adjacent property lines.
- All refuse containers shall be screened and maintained in such a manner as to prevent blowing trash and debris.
- Any additional bulk or area requirement not specifically noted on this site plan shall comply with Planned Development District 359 (PD-359).
- Any and all utility relocations or adjustments required for this development shall be the responsibility of the developer(s).
- All fencing, screening, landscaping, driveways, and parking areas shall be maintained in good condition at all times by owners. All landscaping to be installed prior to receiving a certificate of occupancy, or within six months of occupying structure if bad weather exists. All landscape material, trees, grass, shrubs, etc., shall be installed on the site in the same manner as depicted on this site plan and all landscaped areas shall be served with a sprinkler system.
- The approval of this development by the City of Amarillo in no way shall alter or abrogate requirements of the Uniform Building Code as adopted and amended by the City of Amarillo.
- A separate site plan review will be required prior to a building permit being issued.
- The City of Amarillo or its franchised utility shall not be required to replace any obstructions, paving, or plantings that must be removed during the course of maintenance, construction, or reconstruction within any public utility or drainage easement.
- All exterior mechanical equipment shall be located and/or screened in such a manner as to eliminate or minimize noise and visual impact to adjacent properties.
- All surface storm water collected on this site shall drain directly to adjacent public right of way or by other means if approved by the City Engineer.
- The developer shall comply with all ADA requirements.

Exhibit A (3 of 3)

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

Signature of owner/Developer

Date

REZONING FROM PD-359 TO AMD PD-359

Legend

- Proposed Rezoning
- 200' Notice Area
- City Limits
- Block Numbers
- Platted Parcel
- Zoning Boundary
- LC Light Commercial
- PD Planned Development
- R-1 Residential District 1

Source: Esri, Maxar, Earthstar Geographics

CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet

Date: 8/30/2022

Case No: Z-22-33

Z-22-33 Rezoning of a 1.509 acre tract of land out of the east portion of Lot 5A, Block 42, Westgate Mall Unit No. 6, an addition to the City of Amarillo, in Section 42, Block 9, B.S.&F. Survey, Potter and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Planned Development District 359 to Amended Planned Development District 359 to add Adult Day Care as an allowed use.

VICINITY: Westgate Pkwy. and Soncy Rd.
APPLICANT/S: Julito Uy for 5JUYS LLC

AP: M-8

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Pillar	Economic Development
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter, President and CEO		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8026

Second and final reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 21 for commercial and industrial tax abatement. The zone is approximately 30.03 acres in the vicinity of Centerport Boulevard and Folsom Road.

Agenda Item Summary

Designating a reinvestment zone is a step in the property tax abatement process under Chapter 312 of the Tax Code. Local governments often use tax abatements to attract new industry and commercial enterprises and to encourage the retention and development of existing businesses. Designation of an area as a reinvestment zone is required before City Council has the ability to offer a tax abatement.

The 30.03 acres proposed for Reinvestment Zone No. 21 is located at Centerport Boulevard and Folsom Road. The reason for creating this zone is to provide Council the option to offer an economic development incentive to a prospective manufacturing facility.

Before Council may consider a new zone, it must be preceded by a public hearing, with 7 days written notice of the hearing provided to the presiding officer of each of the other taxing entities with jurisdiction in the zone and notice of the hearing in a newspaper of general circulation in the city.

Council must make findings that the improvements sought in the zone are feasible and practical and would be a benefit to the zone after expiration of a tax abatement agreement. Zones must also meet one of the applicable criteria for reinvestment zones. For the case of this zone, the criteria met is that with designation of the zone it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.

Requested Action

Consider the final reading of ordinance

Funding Summary

N/A

Staff Recommendation

AEDC staff is recommending approval of the designation of Reinvestment Zone 21.

ORDINANCE NO. 8026

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS
CITY COMMISSION: DESIGNATING CERTAIN AREAS
AS REINVESTMENT ZONE NO. 21 FOR COMMERCIAL /
INDUSTRIAL TAX ABATEMENT, CITY OF AMARILLO,
TEXAS, PURSUANT TO TEXAS TAX CODE, CHAPTER
312, SUBCHAPTERS A & B, ESTABLISHING THE
BOUNDARIES THEREOF AND OTHER MATTERS
RELATING THERETO; PROVIDING A SEVERANCE
CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Amarillo, Texas ("City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its extra territorial jurisdiction by the creation of a Reinvestment Zone for commercial/industrial tax abatement, as authorized by Texas Tax Code Chapter 312, Subchapters A & B;

WHEREAS, City has elected by Resolution No. 08-24-21-1 to become eligible to participate in tax abatements;

WHEREAS, a public hearing in a regularly scheduled meeting before the City Council was held on October 11, 2022, such date being at least seven (7) days after the date of publication of the notice of such public hearing as required by the Texas Tax Code; and

WHEREAS, notice of the public hearing was delivered to the presiding officer of the governing body of each taxing unit located within the proposed Reinvestment Zone at least seven (7) days before the date of the public hearing; and

WHEREAS, the City at such hearing invited all interested persons, or their counsel, to appear and speak for or against the creation of the proposed Reinvestment Zone, the boundaries of the proposed Reinvestment Zone, and whether all or part of the property described in this ordinance should be included in such proposed Reinvestment Zone; and

WHEREAS, all interested persons were given the opportunity to be heard and the proponents of the Reinvestment Zone offered evidence in favor of the creation of the proposed Reinvestment Zone and the proponents also submitted evidence as to the proposed improvements, and any opponents of the proposed Reinvestment Zone were given the opportunity to contest creation of the proposed Reinvestment Zone; and

WHEREAS, the area to be designated meets the statutory requirement that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality, and/or meets other criteria that satisfies state law for establishment of a reinvestment zone;

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

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

SECTION 2. The City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony and evidence presented to it:

- a) That a public hearing on the designation of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing was published as required by law and delivered to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the area to be known as City of Amarillo Reinvestment Zone No. 21 shall be the area of land described on the document attached hereto as Exhibit "A", which is incorporated herein for all purposes; and
- c) That the creation of the City of Amarillo Reinvestment Zone No. 21 with the boundaries as described in (b) above, will result in benefits to the City and to the land included in the zone and to the City after the expiration of any Tax Abatement Agreement entered into, and the improvements sought are feasible and practical; and
- d) That the Reinvestment Zone as described in (b) above meets the criteria for the creation of a Reinvestment Zone as set forth in Texas Tax Code Chapter 312, Subchapters A & B in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would be a benefit to the property and that would contribute to the economic development of the City; and
- e) That the City of Amarillo Reinvestment Zone No. 21 as defined herein satisfies the requirement of a Reinvestment Zone and is eligible under the Guidelines and Criteria for Tax Abatement in the City of Amarillo, Resolution No. 08-24-21-1.

SECTION 3. That pursuant to Texas Tax Code Chapter 312, Subchapter B, the City hereby creates a Reinvestment Zone for commercial/industrial tax abatement encompassing the area described by the legal description in Section 2 (b) above and such Reinvestment Zone is hereby designated and shall hereafter be designated City of Amarillo Reinvestment Zone No. 21 for a period of five (5) years.

SECTION 4. If any portion of this ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

SECTION 5. That the establishment of City of Amarillo Reinvestment Zone No. 21 shall take effect on the date of the final passage of this Ordinance.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on
First Reading on the 11th day of October, 2022, and PASSED on Second and Final Reading on
this the 25th day of October, 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF REINVESTMENT ZONE NO. 21

FIELD NOTES for a 30.05 acre tract of land out of Section 72, Block 2, A. B. & M. Survey, Potter County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the south right-of-way line of Centerport Boulevard and the west right-of-way line of Folsom Road which bears S. $00^{\circ} 07' 40''$ W. a distance of 1797.27 feet and N. $89^{\circ} 52' 20''$ W. a distance of 28.55 feet from an iron rod with a Kelley cap found at the northeast corner of said Section 72 for the most easterly northeast corner of this tract.

THENCE S. $00^{\circ} 05' 42''$ W., along said west right-of-way line, a distance of 410.18 feet to the intersection of said west right-of-way line and the north right-of-way line of the A. T. & S. F. Railroad for the southeast corner of this tract.

THENCE S. $69^{\circ} 28' 07''$ W., along said north right-of-way line, a distance of 600.47 feet to the beginning of a curve to the right for a corner of this tract.

THENCE continuing along said north right-of-way line in a southwesterly direction along said curve with a radius equal to 11379.20 feet, with a long chord bearing of S. $72^{\circ} 23' 52''$ W. and a long chord distance of 1125.28 feet, a curve length of 1125.74 feet to the end of said curve for a corner of this tract.

THENCE S. $15^{\circ} 37' 12''$ E., continuing along said north right-of-way line, a distance of 30.09 feet to a corner of this tract.

THENCE continuing along said north right-of-way line in a southwesterly direction along a curve to the right with a radius equal to 11409.20 feet, with a long chord bearing of S. $74^{\circ} 47' 29''$ W. and a long chord distance of 138.30, a curve length of 138.30 feet to the end of said curve for a corner of this tract.

THENCE S. $75^{\circ} 09' 13''$ W., continuing along said north right-of-way line, a distance of 449.94 feet to the southwest corner of this tract.

THENCE in a northeasterly direction along a curve to the left with a radius equal to 628.80 feet, with a long chord bearing of N. $29^{\circ} 16' 42''$ E. and a long chord distance of 612.35 feet, a curve length of 639.56 feet to the end of said curve for a corner of this tract.

THENCE N. $00^{\circ} 08' 25''$ E. a distance of 188.47 feet to said south right-of-way line of said Centerport Boulevard for the northwest corner of this tract.

THENCE along said south right-of-way line in a northeasterly direction along a curve to the left with a radius equal to 2540.00 feet, with a long chord bearing of N. $70^{\circ} 16' 17''$ E. and a long chord distance of 312.28 feet, a curve length of 312.48 feet to the end of said curve for a corner of this tract.

THENCE N. $66^{\circ} 44' 49''$ E., continuing along said south right-of-way line, a distance of 977.39 feet to the beginning of a curve to the right for a corner of this tract.

THENCE continuing along said south right-of-way line and along said curve continuing in a northeasterly direction with a radius equal to 597.23 feet, with a long chord bearing of N. $78^{\circ} 25' 14''$ E. and a long chord distance of 241.69 feet, a curve length of 243.37 feet to the end of said curve for a corner of this tract.

THENCE S. $89^{\circ} 54' 20''$ E., continuing along said south right-of-way line, a distance of 347.43 feet to the most northerly northeast a corner of this tract.

THENCE S. $44^{\circ} 54' 20''$ E., continuing along said south right-of-way line, a distance of 169.71 feet to the place of BEGINNING and containing 30.05 acres (1,308,824 square feet) of land.

Amarillo City Council Agenda Transmittal Memo



AGENDA ITEM NO. 2F

Meeting Date	October 25, 2022	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner – Director of Aviation		

Agenda Caption

CONSIDER: Award purchase of Airport mowing tractor and mowing deck for airside mowing operations required per FAA.

Total Bid amount to be awarded to Western Equipment in Amarillo - \$106,020.53.

Agenda Item Summary

This item includes the purchase of a John Deere 6120E Tractor and a John Deere FC15M Flex Wing Rotary Cutter. Equipment will be used to support airside mowing operations per FAA requirements.

Requested Action

Please approve the John Deere request provided by Western Equipment.

Funding Summary

The John Deere equipment will be purchased utilizing fy21/22 approved CIP funds and purchased utilizing TX Buy Board 611-20 (PG 67 CG 70)

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of both the John Deere tractor and associated mowing deck. This purchase is to ensure compliance with our FAA required vegetation control requirements on the airfield.

Bid No. 7374 John Deere Cab Tractor and Wing Rotary Cutter
Opened 4:00 p.m. October 13, 2021

To be awarded as one lot		DEERE & COMPANY WESTERN EQUIPMENT
Line 1 John Deere 6120e Cab Tractor (101 PTO hp), per specifications		
1 ea		
Unit Price	\$82,702.620	
Extended Price		82,702.62
Rotary Cutter 1POFC3MFHNC000901, per specifications		
1 ea		
Unit Price	\$23,317.910	
Extended Price		23,317.91
Bid Total		106,020.53
Award by Vendor		\$ 106,020.53
City		Amarillo, TX

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner – Director of Aviation		

Agenda Caption

CONSIDER: Award Purchase of 1ea. 2023 F150 Crew Cab 4x4 service truck and 1ea. 2024 F150 Regular Cab 4x4 service truck from Silsbee Ford on the TIPS USA 210907 contract for the Airport Facilities Department at Rick Husband Amarillo International Airport.
 Bid Amount: \$50,354.25 to be awarded to Silsbee Ford.
 Bid Amount: \$49,667.00 to be awarded to Silsbee Ford.
 Total Bid Amount: \$100,021.25

Agenda Item Summary

This item includes the purchase of one (1) 2023 Ford F150 Crew Cab and one (1) 2024 Ford F150 Regular Cab. Both trucks will be used by the Airport Facilities Department.

Requested Action

Please approve the vehicle purchases.

Funding Summary

Both Silsbee Ford trucks will be purchased utilizing the TIPS USA Cooperative contract.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of both purchases. These purchases are scheduled purchases as part of the Airport's vehicle replacement program.

Bid No. 7375 Purchase of 2 Facility Trucks
Opened 4:00 p.m. October 13, 2022

To be awarded as one lot		SILSBEE FORD, INC.
Line 1 2023 Ford F150 Crew Cab 4x4 6.5' Bed, per specifications		
1 ea		
Unit Price	\$49,604.250	
Extended Price		49,604.25
Line 2 Shipping-2023 Ford F150, per specifications		
1 ea		
Unit Price	\$750.000	
Extended Price		750.00
Line 3 2024 Ford F150 Reg Cab 4x4 8'Bed, per specifications		
1 ea		
Unit Price	\$48,917.000	
Extended Price		48,917.00
Line 4 Shipping-2024 Ford F150 per specifications		
1 ea		
Unit Price	\$750.000	
Extended Price		750.00
Bid Total		100,021.25
Award by Vendor	\$ 100,021.25	
City		Silsbee, TX

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER – CHANGE ORDER #3 TO THE PANHANDLE STEEL BUILDINGS, INC., CONTRACT FOR THE SRE BUILDING MODIFICATIONS CONSTRUCTION PROJECT AT RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT.
CHANGE ORDER = \$53,723.97

Agenda Item Summary

This item includes structural roof framing modifications to support the new exhaust fans, required as a change because the lack of proper framing condition was unforeseen at the time of design; and the reframing of 9 windows due to the original framing being improperly configured and lacking an industry standard header above each window, which were unknown conditions at the time of design. The change order also includes a no-cost contract extension of 87 days due to delays caused by these items and the delay caused by waiting for the ComCheck Energy Compliance certificates required as part of the permitting process.

Requested Action

Please approve the Change Order #3 to the Panhandle Steel Buildings, Inc., construction contract.

Funding Summary

90% FAA Grant Funded, 10% Airport Capital Budget.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of this change order.

Bid No. 7064 City of Amarillo Rick Husband Amarillo International Airport SRE Building Modification
 Opened 4:00 p.m., August 5, 2021

To be awarded as one lot		PANHANDLE STEEL BUILDINGS INC		A&S GENERAL CONTRACTORS INC	PLAINS BUILDERS INC	TRI-STAE GENERAL CONTRACTING GROUP INC
Line 1 Base Bid, furnish all necessary superintendence, labor, materials, tools, equipment, machinery and apparatus and whatever else may be necessary to complete all the work, per specifications						
1 ea						
Unit Price	\$1,175,753.000		\$1,318,790.000	\$1,700,000.000	\$1,861,000.000	
Extended Price		1,175,753.00	1,318,790.00	1,700,000.00	1,861,000.00	
Line 2 Provide silicone Roof Coating Restoration (RCR) system roofing system over existing metal roof panels in lieu of metal roof panel demolition and replacement, per specifications						
1 ea						
Unit Price	(\$264,066.000)		(\$234,021.000)	(\$286,000.000)	(\$280,825.000)	
Extended Price		(264,066.00)	(234,021.00)	(286,000.00)	(280,825.00)	
Bid Total		\$ 911,687.00	\$ 1,084,769.00	\$ 1,414,000.00	\$ 1,580,175.00	
City		Amarillo, TX				

Change Order #1
 Change Order #2
 Change Order #3
 Revised Total

\$ 3,260.00
 \$ 9,063.46
 \$ 53,723.97
 \$ 977,734.43



Amarillo City Council

Agenda Transmittal Memo



AGENDA ITEM NO. 21

Meeting Date	October 25, 2022	Council Priority	Civic Pride
Department	Parks & Recreation – Golf Operations		
Contact	George Priolo, GM of Golf Operations		

Agenda Caption

CONSIDER APPROVAL OF A CONTRACT WITH ACUSHNET GOLF PRODUCTS AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

Total amount of agreement = \$200,000

This item allows the Parks and Recreation Department - Golf Operations to provide Titleist, Foot-Joy, and Pinnacle products in the pro shops located at Ross Rogers Golf Complex and Comanche Trail Golf Complex.

Agenda Item Summary

This award is to approve an annual "not-to-exceed" contract price for the wholesale purchase of Titleist, Foot-Joy, and Pinnacle golf products in the amount of \$200,000. The Acushnet Company is the exclusive manufacturer and wholesale distributor of these products and is the sole source of the products at wholesale prices. The wholesale purchase of these products provide inventory for retail sale at both pro shops at Ross Rogers Golf Complex and Comanche Trail Golf Complex. Sales of merchandise will produce an estimated gross margin of 40% or approximate 20% net profit.

Requested Action

Approval and authorization for City Manager to execute agreement.

Funding Summary

Funds were approved through the budget process in account 1811.51205.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval.

Bid No. 7366 ACUSHNET GOLF PRODUCTS ANNUAL CONTRACT
Opened 4:00 p.m. September 23, 2022

To be awarded as one lot		ACUSHNET COMPANY
Line 1 Titleist and Foot-Joy Products, per specifications		
1 ea		
Unit Price	\$200,000.000	
Extended Price		200,000.00
Bid Total		200,000.00
Award by Vendor		\$ 200,000.00
City		Fairhaven, MA

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner – Director of Aviation		

Agenda Caption

CONSIDER: AWARD BID NO. 7362 FOR THE PARKING GARAGE ELEVATOR INSTALLATION AND MODERNIZATION PROJECT AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT. PURCHASED VIA SOURCEWELL CONTRACT # TX-PH-GC-101619-JRT.

Base Bid Amount- Installation of new Elevator 6: \$678,966.00

Additive Alt. Amount- Modernization of current Elevator 5: \$474,034.00

Total Award Amount: \$1,153,000.00 to be awarded to Tri-State General Contracting Group, Inc.

Agenda Item Summary

This project is for the parking garage located at the Rick Husband Amarillo International Airport. The base bid package includes a purchase and comprehensive turn-key installation of Garage Elevator No. 6 which is a brand-new elevator to be installed within the vacant shaft. The additional alternate bid includes modernization of the current Garage Elevator No. 5.

Requested Action

Award bid no. 7362 in the amount of \$1,153,000.00 to Tri-State General Contracting Group, Inc. via Sourcewell Contract # TX-PH-GC-101619-JRT.

Funding Summary

This project is funded within the Airport's approved CIP.

Community Engagement Summary

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

Staff Recommendation

Airport staff recommends award of bid no. 7362 via Sourcewell Contract # TX-PH-GC-101619-JRT in the amount of \$1,153,000.00 to Tri-State General Contracting Group, Inc.

Bid No. 7362 Rick Husband Amarillo Int Airport Elevator Installation Project
 Opened 4:00 p.m. October 17, 2022

To be awarded as one lot		TRI-STATE GENERAL CONTRACTING
Line 1 Base Bid- Comprehensive Turn-Key installation of Garage Elevator No. 6 (new elevator within the vacant shaft),, per specifications		
1 ea		
Unit Price	\$678,966.000	
Extended Price		678,966.00
Line 2 Alternate No. 1- Modernization of Garage Elevator No. 5 (current elevator),, per specifications		
1 ea		
Unit Price	\$474,034.000	
Extended Price		474,034.00
Bid Total		1,153,000.00
Award by Vendor	\$ 1,153,000.00	
City		Amarillo, TX

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Priority	
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Department	Legal	Contact Person	Bryan McWilliams
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Agenda Caption

CONSIDERATION OF RESOLUTION NO. 10-25-22-1

Agenda Item Summary

This Resolution approves a Rule 11 Settlement Agreement with L.A. Fuller & Sons Construction, Ltd. related to the case styled as *City of Amarillo, Texas v. Brandt Engineers Group, Ltd., L.A. Fuller & Sons Construction, Ltd., and Mission Clay Products, LLC.; Cause No. 106315-E-CV* pending in the 108th Judicial District Court of Potter County, Texas. Per the agreement, L.A. Fuller and Sons Construction, Ltd., agrees to pay or cause to be paid the total sum of \$5,000,000.00 to the City of Amarillo to settle disputed claims alleged in the aforementioned cause and further authorizes the City Manager to execute the same.

Requested Action

Approval for City Manager to execute Settlement Agreement and Release and all other related documents

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented.

RESOLUTION NO. 10-25-22-1

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS:
APPROVING SETTLEMENT RULE 11 AGREEMENT
RELATED TO LITIGATION.

WHEREAS, the remaining unsettled defendant in Cause No. 106,315-E-CV, *City of Amarillo, Texas, Plaintiff, v. Brandt Engineers Group, Ltd.; L.A. Fuller & Sons, Construction, Ltd.; Mission Clay Products, LLC, Defendants* (hereinafter the “lawsuit”) L.A. Fuller & Sons Construction, Ltd. (hereinafter “Fuller”) has agreed to offer the sum of Five Million Dollars (\$5,000,000.00) in settlement of the City’s claims asserted in the lawsuit; and

WHEREAS, the offer of settlement by Fuller includes of the amount of its primary and excess insurance coverage applicable for the City’s claim against Fuller in the lawsuit; and

WHEREAS, the Parties through respective counsel entered into a Texas Rule of Evidence 408 – Settlement Rule 11 Agreement (the “Settlement Rule 11 Agreement”) dated October 10, 2022 whereby Fuller agrees to pay or causes to be paid a total of \$5,000,000 (the “Settlement Payment”) to settle, release, and immediately abate the City’s lawsuit claims against Fuller; and

WHEREAS, the Settlement Rule 11 Agreement, which is attached hereto, sets forth several other terms and conditions including that it is subject to a mutually satisfactory Settlement Agreement to be ratified by the Amarillo City Council and as further set forth in the Settlement Rule 11 Agreement; and

WHEREAS, the City’s Outside Counsel has requested the City Council to approve the Settlement Rule 11 Agreement and authorize a representative of the City to sign and execute the Settlement Agreement on behalf of the City to be ratified by the City Council at a later date.

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

SECTION 1. The City Council of Amarillo, Texas does hereby approve the Settlement Rule 11 Agreement and authorizes the City Manager to execute a Settlement Agreement subject to approval of outside counsel and the City Attorney, related to the lawsuit which includes the sum of \$5,000,000 to be paid to the City, to be effective upon ratification by Council.

INTRODUCED AND PASSED by the City Council on the 25th day of October, 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Priority	Economic Development/ Redevelopment
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Department	City Manager's Office	Contact Person	Andrew Freeman, Assistant City Manager
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Agenda Caption

PUBLIC HEARING AND CONSIDER A RESOLUTION STATING NO OBJECTION TO THE ASTORIA PARK APARTMENTS II, LLC 4% HOUSING TAX CREDIT APPLICATION TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR PROPOSED REHABILITATION OF ASTORIA PARK APARTMENTS:

This resolution is to state no objection for an application for 2023 Non-Competitive Housing Tax Credits to the Texas Department of Housing and Community Affairs Housing Tax Credit Program by Astoria Park Apartments II, LLC, a private entity, for Astoria Park Apartments, a redevelopment of an existing complex for affordable rental property located at 3118 W. 15th Avenue.

Agenda Item Summary

The Texas Department of Housing and Community Affairs (TDHCA) administers the Housing Tax Credit (HTC) program for the State of Texas. The HTC program provides equity financing for the development of affordable housing. In addition, the program seeks to maximize affordable housing and is structured to ensure the housing supply is well maintained and operated.

Astoria Park Apartments II, LLC is proposing a 164-unit rehabilitation multi-family project to be located at 3118 W. 15th Avenue. The complex will have 2 bed/2 bath, and 3 bed/2 bath units. All of the units will be available to individuals and families making an income at 60% of the area median income. This ranges from \$32,460 to \$46,320 depending on family size. Total investment for the project is \$25,000,000 with construction expected to begin March 1, 2023, and complete by July 1, 2024. The location is highlighted by a red star on the following map.



Statement from the Company

For over 50 years from its base in Kansas City, Cohen Esrey has developed, and managed market-rate, mixed-income, and quality affordable multi-family housing communities throughout the U.S. Vertically integrated, the company has a history of simplifying the most complex deals while providing benefits to our residents, partners, and local communities. With a growing portfolio of over 100 communities, we are proud to be redeveloping the Astoria Park community in Amarillo.

Requested Action

Approval of the resolution of no objection

Funding Summary

N/A

Community Engagement Summary

Increasing the availability of affordable housing aligns with the City of Amarillo's efforts to serve the needs of our community as identified in the City's Comprehensive Plan

Staff Recommendation

Staff recommends approval as presented

RESOLUTION NO. 10-25-22-2

A RESOLUTION OF THE CITY OF AMARILLO STATING NO OBJECTION TO THE ASTORIA PARK APARTMENTS II, LLC 4% HOUSING TAX CREDIT APPLICATION TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR PROPOSED REHABILITATION OF ASTORIA PARK APARTMENTS IN AMARILLO, TEXAS TO PROVIDE AFFORDABLE RENTAL HOUSING.

WHEREAS, **Astoria Park Apartments II, LLC**, ("Applicant") has proposed a redevelopment for affordable rental housing of **164** units that will be located at **3118 W 15th Avenue** in the **City of Amarillo** named **Astoria Park Apartments** (the "Project") and

WHEREAS, **Astoria Park Apartments II, LLC** has advised the City of Amarillo (the "City") that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for **2023** Non-Competitive Housing Tax Credits to provide equity financing for the Project (the "Application").

WHEREAS, Applicant has requested a resolution stating no objection from the City; and

WHEREAS, the City Council of the City of Amarillo wishes to state it has no objection to this proposed Project's application to TDHCA to facilitate the possible award of Housing Tax Credits to the Project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AMARILLO HEREBY RESOLVES:

That in accordance with the requirements of Tex. Gov't Code §2306.67071 and 10 TAC §11.204(4), it is hereby found that:

1. Notice has been provided to the City in accordance with Tex. Gov't Code, §2306.67071(a); and
2. The City has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and
3. The City has held a hearing at which public comment may be made on the proposed Development in accordance with Tex. Gov't Code, §2306.67071(b); and
4. After due consideration of the information provided by the Applicant and public comment, the City does not object to the proposed Application; and

FURTHER RESOLVED that for and on behalf of the City, Ginger Nelson, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Priority	Economic Development/ Redevelopment
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Department	City Manager's Office	Contact Person	Andrew Freeman, Assistant City Manager
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Agenda Caption

PUBLIC HEARING AND CONSIDER A RESOLUTION OF THE CITY OF AMARILLO STATING NO OBJECTION TO THE NORTH GRAND VILLAS, LP 4% HOUSING TAX CREDIT APPLICATION TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR PROPOSED REHABILITATION OF NORTH GRAND VILLAS IN AMARILLO, TEXAS TO PROVIDE AFFORDABLE RENTAL HOUSING:

This resolution is to state no objection for an application for 2023 Non-Competitive Housing Tax Credits to the Texas Department of Housing and Community Affairs Housing Tax Credit Program by North Grand Villas, LP, a private entity, for North Grand Villas, a redevelopment of an existing complex for affordable rental property located at 2801 N. Grand Street.

Agenda Item Summary

The Texas Department of Housing and Community Affairs (TDHCA) administers the Housing Tax Credit (HTC) program for the State of Texas. The HTC program provides equity financing for the development of affordable housing. In addition, the program seeks to maximize affordable housing and is structured to ensure the housing supply is well maintained and operated.

North Grand Villas, LP is proposing a 144-unit rehabilitation multi-family project to be located at 2801 N. Grand Street. The complex will have 2 bed, 3 bed, and 4 bed units. Units will be available to incomes at 30% Area Median Income or AMI (22), 50% AMI (13), and 60% AMI (109). This ranges from \$20,000 to \$55,000 depending on family size. Total investment for the project is \$25,000,000. The location is highlighted by a red star on the following map.



Requested Action

Approval of the resolution of no objection

Funding Summary

N/A

Community Engagement Summary

Increasing the availability of affordable housing aligns with the City of Amarillo's efforts to serve the needs of our community as identified in the City's Comprehensive Plan

Staff Recommendation

Staff recommends approval as presented

RESOLUTION NO. 10-25-22-3

A RESOLUTION OF THE CITY OF AMARILLO STATING NO OBJECTION TO THE NORTH GRAND VILLAS, LP 4% HOUSING TAX CREDIT APPLICATION TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR PROPOSED REHABILITATION OF NORTH GRAND VILLAS IN AMARILLO, TEXAS TO PROVIDE AFFORDABLE RENTAL HOUSING.

WHEREAS, **North Grand Villas, LP**, (“Applicant”) has proposed a redevelopment for affordable rental housing of **144** units that will be located at **2801 N. Grand Street** in the **City of Amarillo** named **North Grand Villas** (the “Project”) and

WHEREAS, **North Grand Villas, LP** has advised the City of Amarillo (the “City”) that it intends to submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for **2023** Non-Competitive Housing Tax Credits to provide equity financing for the Project (the “Application”).

WHEREAS, Applicant has requested a resolution stating no objection from the City; and

WHEREAS, the City Council of the City of Amarillo wishes to state it has no objection to this proposed Project’s application to TDHCA to facilitate the possible award of Housing Tax Credits to the Project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AMARILLO HEREBY RESOLVES:

That in accordance with the requirements of Tex. Gov’t Code §2306.67071 and 10 TAC §11.204(4), it is hereby found that:

1. Notice has been provided to the City in accordance with Tex. Gov’t Code, §2306.67071(a); and
2. The City has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and
3. The City has held a hearing at which public comment may be made on the proposed Development in accordance with Tex. Gov’t Code, §2306.67071(b); and
4. After due consideration of the information provided by the Applicant and public comment, the City does not object to the proposed Application; and

FURTHER RESOLVED that for and on behalf of the City, Ginger Nelson, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Brady Kendrick – Planner II
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Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8027

Public hearing and first reading to consider an ordinance rezoning a 0.86 acre tract of unplatted land in Section 4, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 3 to Moderate Density District.

VICINITY: Bell St. and Ventura Dr.

APPLICANT/S: Che Shadle on behalf of Nazcon Group LP

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Residential District 1 and General Retail District to the north, Light Commercial District to the south, Moderate Density District to the east, and Residential District 1 to the west.

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

Proposal

The applicant is proposing a change in zoning to develop the tract with single-family attached homes (townhomes).

Analysis

Analysis of a zoning change begins with referring to the Comprehensive Plan's Future Land Use and Character Map in addition to the Neighborhood Unit Concept of Development (NUC). Additionally, existing zoning and development patterns are also examined when considering a request.

The Future Land Use Map category identifies the applicant's tract as being in the General Commercial Category. This category calls for a wide range of commercial retail and service uses, at varying scales, being the primary focus of development.

While the applicant's request would not conform with this category, it is noted that the applicant's tract is located at the southern periphery of a single-family neighborhood with single family detached homes north and single-family attached townhomes east. It is the Planning and Zoning Commission's opinion that the applicant's request and proposed development type would be a more logical development type to have on the periphery of a single-family neighborhood rather than commercial retail or service uses.

Regarding the NUC, this concept calls for more intensive land uses and zoning to be located at or near section line intersections with a transition in zoning occurring to lower intensity land uses away from those intersections.

The applicant's tract is located at the periphery of a Light Commercial zoning district that contains a gas station at the intersection and an upcoming retail store site. Given the higher intensity of uses and zoning at the intersection to the south of the applicant's tract, the tract is in a location in which the next logical zoning district would be moderate density residential or office type development.

It is the Planning and Zoning Commission's opinion that the applicant's request would provide the typical transitional zoning and would serve as a logical transition from the higher intensity uses to the south to the single-family detached homes to the north, similar to what has been established east of the applicant's tract.



Considering the previously mentioned, the Planning and Zoning Commission believes that the request would represent a logical continuation of existing zoning and development patterns in the area and would not result in any detrimental impacts to the area.

Requested Action/Recommendation

Notices have been sent to all property owners within 200 feet as required by State Law. As of this writing, two comments on the request have been received.

The first expressed that they were not opposed to townhomes but had concerns about Moderate Density District allowing for apartments.

The second expressed opposition to the request. The primary concerns expressed were about an increase in traffic, impact on property values, and concerns that if the townhomes were rentals, they would not have good upkeep.

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

ORDINANCE NO. 8027

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF BELL STREET AND VENTURA DRIVE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of a 0.86 acre tract of unplatted land in Section 4, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 3 to Moderate Density District, being further described in Exhibit A.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 25th day of October, 2022 and PASSED on Second and Final Reading on this the 8th day of November, 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

DRAFT

EXHIBIT A

FIELD NOTES for a 0.86 acre tract of land out of Section 4, Block 9, B. S. & F. Survey, Randall County, Texas, and more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the intersection of the south right-of-way line of Venture Drive and the west line of a 20' alley being the northwest corner of Hollywood Addition Unit No. 17 for the northeast corner of this tract.

THENCE S. 02° 33' 04" W., along said west alley line, a distance of 132.18 feet to a 1/2" iron rod found on said alley line at the southwest corner of said Hollywood Addition Unit No. 17 for the southeast corner of this tract.

THENCE in a northwesterly direction along a curve to the left with a radius equal to 519.45 feet, a long chord bearing of N. 82° 22' 38" W. and a long chord distance of 141.56 feet, a curve length of 142.01 feet to a 3/8" iron rod found at the end of said curve for a corner of this tract.

THENCE S. 89° 47' 28" W. a distance of 144.65 feet to a 3/8" iron rod found for the southwest corner of this tract.

THENCE N. 00° 12' 32" W. a distance of 130.00 feet to the said south right-of-way line of said Ventura Drive for the northwest corner of this tract.

THENCE N. 89° 47' 28" E., along said right-of-way line, a distance of 145.02 feet to a 1/2" iron rod found on said right-of-way line at the beginning of a curve to the right for a corner of this tract.

THENCE in a southeasterly direction continuing along said south right-of-way line and along said curve with a radius equal to 628.22 feet, a long chord bearing of S. 83° 28' 43" E. and a long chord distance of 147.25 feet, a curve length of 147.59 feet to the place of BEGINNING and containing 0.86 acres (37,624 square feet) of land.

* * * * *

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

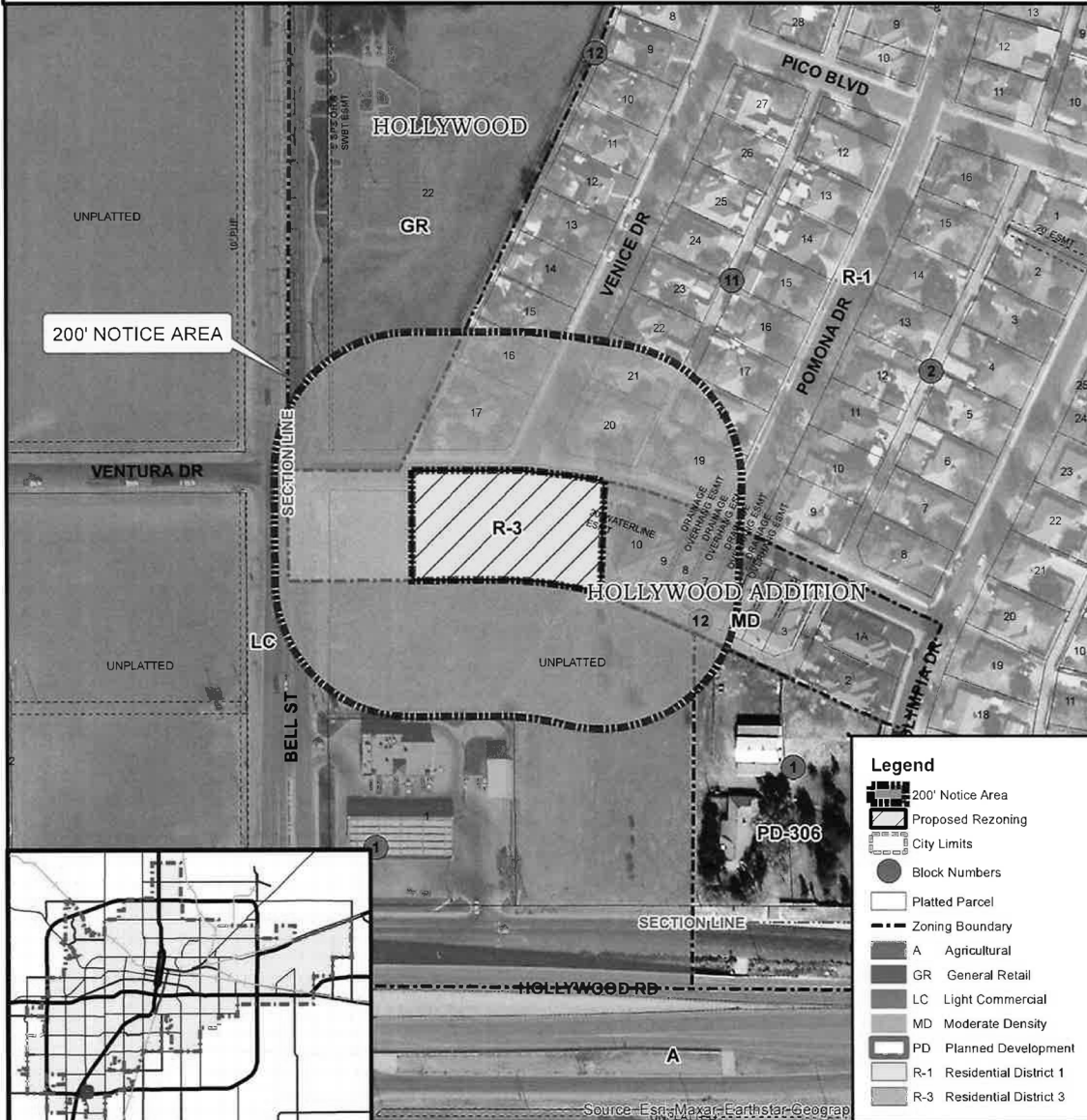
IN WITNESS THEREOF, my hand and seal, this the 6th day of September, A.D.,
2022.




Richard E. Johnson
Registered Professional
Land Surveyor #4263

OJD ENGINEERING, LLC * WELLINGTON, TX * FIRM NO. 10090900

REZONING FROM R-3 TO MD



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 9/12/2022
Case No: Z-22-34



Z-22-34 Rezoning of a 0.86 acre tract of unplatted land in Section 4, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 3 to Moderate Density District.

VICINITY: Bell St. and Ventura Dr.
APPLICANT/S: Che Shadle on behalf of Nazcon Group LP

AP: K-17

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Priority	Infrastructure
Department	Facilities		
Contact	Jerry Danforth		

Agenda Caption

DISCUSSION AND APPROVAL OF CONSTRUCTION MANAGER AT RISK FOR THE RENOVATION OF THE AMARILLO HARDWARE BUILDING

(Contact: Jerry Danforth)

Council will discuss and consider approval of Western Builders Inc. as Construction Manager at Risk for the renovation of the Amarillo Hardware Building for the new City Hall and further authorizes the City Manager to negotiate and execute a final agreement for the construction of the same with a price not to exceed \$28,000,000 along with all other necessary documents related to the same.

Agenda Item Summary

After review of submittals for RFP 27-22 Construction Manager at Risk for the construction of the New City Hall located at 600 south Johnson, Western Builders Inc. was found to be the highest score. It is recommended that the City Council authorizes the City Manager to negotiate and execute a final agreement for the construction of the New City Hall at a price not to exceed \$28,000,000.00.

Requested Action

Approval

Funding Summary

Job # 462061: Balance \$33,800,000.00

Community Engagement Summary

N/A

Staff Recommendation

Approve as presented.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Pillar	Economic Development
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter, President and CEO		

Agenda Caption

CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT – BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND COAST PACKING COMPANY – SOUTH

Agenda Item Summary

Coast Packing Company - South

Highlights of the project include:

- \$30 MM estimated improvements & equipment
- 60 new employees projected
- \$3,300,000 new annual payroll projected
- Incentive of \$720,000 for job creation paid over 10 years as they are created
- Conveyance of 30.03 acres in Centerport Business Park

AEDC will provide Coast Packing - South \$720,000 for the creation of up to 60 FTE's. These funds will be paid out over 10 years and will be based on a 10-year performance term. AEDC will also convey 30.03 acres of land in Centerport Business Park with a value of \$1,200,000.

Based on the level of capital investment, full-time jobs created, and projected payroll, the AEDC Board of Directors approved the LIA on October 11, 2022, with a 5-0 vote.

Requested Action

Approval of the Location Incentive Agreement as presented.

Funding Summary

\$720,000 for Job Incentive and \$1,200,000 in Land Conveyance.

Staff Recommendation

AEDC Board approved location incentive agreement 5-0 on October 11, 2022. AEDC staff is recommending approval of the Location Incentive Agreement.

LOCATION INCENTIVES AGREEMENT
by and between
AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and
COAST PACKING COMPANY – SOUTH

This Agreement, entered into effective as of _____, 2022 (“Effective Date”), is by and between the AMARILLO ECONOMIC DEVELOPMENT CORPORATION (“Amarillo EDC”), a Texas corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas, COAST PACKING COMPANY - SOUTH, a Texas corporation, with its principal place of business in _____, Texas (“CPC”).

Amarillo EDC is a tax-supported non-profit corporation whose primary income is a one-half of one percent sales tax collected within the City of Amarillo dedicated exclusively to economic development. Amarillo EDC exists for the primary purpose of stabilizing, diversifying and expanding the Amarillo economy through retention, expansion and recruitment of employment opportunities in order to benefit citizens of Amarillo and the surrounding area.

Amarillo EDC seeks to induce CPC to establish and expand Amarillo Operations (defined below). The retention and creation of new jobs in CPC’s Amarillo Operations is expected to have a substantial stimulative effect on the Amarillo economy and create many new jobs for Amarillo citizens both directly in CPC’s operations and because of CPC’s expenditures for employee wages and goods and services in the Amarillo economy.

CPC is a food processor that intends to offer its products substantially from the Facility (defined below) to customers and clients throughout the United States. CPC desires to establish and expand Amarillo Operations in order to further take advantage of the desirable business operating environment in Amarillo, an environment that provides lower operating costs than many other metropolitan areas and a highly motivated, well-educated, productive workforce of a size CPC believes is capable of supporting establishment and expansion of Amarillo Operations.

Amarillo EDC, by its execution of this Agreement, extends to CPC an offer of financial incentives as inducement for CPC to establish and expand Amarillo Operations. CPC, by its execution of this Agreement, accepts Amarillo EDC’s offer of financial incentives. CPC pledges to use its commercially reasonable efforts to cause the construction of the Facility on the Property and pledges to use its commercially reasonable efforts to establish and expand Amarillo Operations to the full extent provided in this Agreement.

The following defined terms will be used in this Agreement:

Defined Term	Definition
Affiliate	Any entity in which CPC or Coast Packing Company, a California corporation and parent company of CPC ("Coast"), owns at least a 50% equity interest and that executes and delivers to Amarillo EDC, in form and substance reasonably satisfactory to Amarillo EDC, an agreement to be bound by the reporting requirements of this Agreement.
Amarillo Operations	CPC's and its Affiliates' food processing activities and operations provided primarily at or from the Facility with jobs categorized primarily in NAICS Sector Number 31
Date One ¹	December 31, 2024
Date Two	December 31, 2025
Date Three	December 31, 2026
Date Four	December 31, 2027
Date Five	December 31, 2028
Date Six	December 31, 2029
Date Seven	December 31, 2030
Date Eight	December 31, 2031
Date Nine	December 31, 2032
Date Ten	December 31, 2033
Date Eleven	December 31, 2034
Employee	Employees of CPC and its Affiliates, as well as employees of temporary employment agencies or employee leasing firms, in each case only insofar as such employees are engaged on behalf of CPC or its Affiliates in Amarillo Operations at or from the Facility and who maintain a permanent residence within 100 miles of the 79101 zip code; provided that such permanent residence requirement shall not apply to C-Suite executives of CPC (i.e. CEO, President, CFO, COO) who otherwise qualify as Employees under this definition
Expansion Grant	As more particularly described in Section 3
Expansion Increment	Each full increment of ten FTEs and \$550,000 in Payroll maintained in Amarillo Operations; provided, however, the term will not include increments beyond 60 FTEs or \$3,300,000 in Payroll, in the aggregate
Facility	A food processing facility and related improvements (whether one or multiple structures) to be located on the Property (defined below) in Amarillo EDC's CenterPort business park in Potter County, Texas ("Business Park")

¹ Provided, however, CPC may, in its discretion, elect to cause Date One to instead be December 31, 2023, by providing written notice to Amarillo EDC of such election on or before January 31, 2024, in which event each Date defined herein shall conclusively be deemed to have been backed up by one year. For example, if such election is made, Date Ten will instead be December 31, 2032.

Defined Term	Definition
FTE	An employee, to be counted as one FTE, will be any Employee who has worked 1,820 hours or more during that period (inclusive of paid time off ²). Employees working more than 1,820 hours in a year will be counted as one FTE. Part-time Employees for a year will be treated as partial FTEs for the year and will be calculated by dividing the number of hours actually worked and paid time off for each Employee working less than 1,820 hours by 1,820 and rounded to the nearest one-hundredth place. Full-time but less than full year Employees will be treated as partial FTEs and calculated as above. In no event may any one person count as more than one FTE for any year. The total of full-time FTEs and partial FTEs will constitute the total FTEs for the year. For purposes of clarity, no more than one of CPC's C-Suite executives may be considered an FTE.
Payroll	With respect to amounts paid to Employees of CPC or an Affiliate, "Payroll" means Total Gross Wages (as defined by and reportable to the Texas Workforce Commission) paid to Employees; provided, however, that the following components of compensation shall be included in Payroll: salary, hourly wages, and bonuses; provided further, however, Payroll of no more than \$250,000 of no more than one of CPC's C-Suite executives, who must permanently reside in the State of Texas, may be included in Payroll in any Performance Year. With respect to amounts paid to Employees of temporary employment agencies or employee leasing firms, "Payroll" means the amounts paid by temporary employment agencies or employee leasing firms to Employees engaged in Amarillo Operations, reduced by the fee charged by such temporary employment agency or employee leasing firm with respect to such Employees.
Property	An approximately 30.03-acre portion of PRAD Parcel ID #219624 in the Business Park situated southwest of the intersection of Centerport Blvd. and Folsom Road. The Property is depicted on Schedule 1 hereto and will be legally described by the Survey (defined below).
Performance Year	Each 12-month period ending on Date One through Date Eleven

NOW THEREFORE, in consideration of these presents, which are made a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

² As used in this Agreement, the term "paid time off" means vacation, sick leave, bereavement, maternity/paternity, and other leave as has actually been used by an Employee and paid by CPC or its Affiliate.

1. Purpose, Amount, and Terms of Incentives Package.

a. CPC hereby requests, and Amarillo EDC hereby agrees to provide to CPC, up to the aggregate amount of \$1,921,200 in cash or property under the terms and conditions of this Agreement. CPC acknowledges that in order to secure CPC's performance its obligations under this Agreement, CPC will grant to Amarillo EDC a security interest in the Property by written Deed of Trust in the form attached hereto as Exhibit A. Provided CPC is then in full compliance with the terms of this Agreement, such security interest shall terminate upon CPC's timely commencement of Amarillo Operations at the Facility as described in Section 2(c), below, and Amarillo EDC will reasonably promptly execute and record a written release of such security interest. Amarillo EDC agrees to reasonably subordinate the lien under such Deed of Trust ("AEDC Lien") to such liens securing construction and permanent financing of CPC's improvements to the Property (excluding future advances not made to finance the original construction of the Facility or the original permanent financing after construction) which subordination will be evidenced and reflected by a Subordination Agreement in form and content reasonably acceptable to Amarillo EDC. Security for the performance by CPC of all obligations arising under or related to this Agreement is the Property, together with its improvements, fixtures, and appurtenances, whether now located on or to be located on the Property (collectively, the "Collateral"). At Closing, CPC will execute and deliver the Deed of Trust and all other instruments or documents reasonably necessary or appropriate to implement the terms of this Agreement.

b. The consideration to be paid, advanced or expended by Amarillo EDC includes, (a) the conveyance by Amarillo EDC to CPC of the Property with an agreed present value of not less than \$1,200,200 (which may be referred to herein as the "agreed value of the Property"); (b) up to \$720,000 in cash as job creation and retention grants to be provided, subject to CPC's qualification therefore, in installments as more specifically set out in this Agreement; and (c) Amarillo EDC's reimbursement obligation for the Rail Improvements (defined in Section 2(a) below) to be constructed. The Property is being conveyed and made available to CPC to allow it to construct or cause the construction of the Facility thereon. The funds described in Section 3 are being made available to CPC for establishing and expanding operations on the Property and will be disbursed to or on behalf of CPC in accordance with the terms of this Agreement, against delivery of all documents or instruments required under this Agreement.

c. CPC agrees to cause Coast to execute and deliver that certain guaranty for the benefit of Amarillo EDC in the form of Exhibit B ("Guaranty"). The full execution and delivery of the Guaranty is a precondition to Amarillo EDC's obligations under this Agreement.

d. The parties stipulate that CPC may contract with a third-party developer ("Developer") with respect to its duties related to construction of the Facility. Amarillo EDC consents to such arrangement; provided that in no event will Amarillo EDC be deemed to owe the Developer (or any other third-party) any duties under this Agreement, including with respect to the conveyance of title to the Property and the Expansion Grant payments.

2. Rail Improvements, Conveyance of the Property, and Construction of the Facility.

a. Amarillo EDC agrees to pay on behalf of or reimburse to CPC, against delivery of bids, receipts, and other backup documentation reasonably satisfactory to Amarillo EDC, up to the maximum amount of One Million and no/100 Dollars (\$1,000,000) for the construction and installation of a rail switch/spur, related rail equipment, and industry track extending from Amarillo EDC's nearby rail siding through the boundary of the Property sufficient to accommodate no less than ten (10) rail cars, all in accordance with BNSF Railway standards and requirements (together, the "Rail Improvements") and substantially as depicted on Exhibit D, attached hereto and made a part hereof for all purposes. Once constructed and/or installed, the Rail Improvements that have not become improvements or fixtures to the real property shall be and remain CPC's property. Without limiting the generality of the previous sentence, CPC will be responsible for all maintenance, repair, and risk of loss of and related to the Rail Improvements and CPC's use thereof (either directly or through contractors or other third-parties) and will properly render and timely pay all ad valorem taxes on the Rail Improvements.

b. At the closing of the transactions contemplated by this Agreement ("Closing"), Amarillo EDC will convey the Property to CPC by Special Warranty Deed in the form of Exhibit C, attached hereto and made a part hereof for all purposes ("Deed"). The Deed will contain a reversionary clause as more specifically described therein, triggered in the event construction of the Facility has not begun within 12 months of Closing or is not thereafter diligently pursued to completion within 24 months of Closing. The Deed will contain "as is, where is, with all faults" disclaimers reasonably acceptable to Amarillo EDC. Closing will occur at American Land Title, LLC, 620 S. Taylor, Suite 104, Amarillo, Texas 79101 ("Title Company"); provided that the parties will reasonably cooperate to accommodate a remote closing. At Closing, CPC and Amarillo EDC will, at CPC's expense, cause the Title Company to issue to Amarillo EDC a lender's policy of title insurance with coverage in the amount of no less than \$1,201,200. All costs and fees associated with Closing (save and except Amarillo EDC's attorneys' fees related thereto) will be borne solely by CPC; provided that Amarillo EDC agrees to obtain, at its expense, a survey of the Property ("Survey"). The legal description from such Survey will be attached to or incorporated into this Agreement (and its Exhibits) in all appropriate places. Taxes for the year of Closing will be prorated to the date of Closing; provided, however, Amarillo EDC will be the sole beneficiary of any tax limitations or exemptions applicable prior to Closing.

c. On or before the expiration of 12 months after Closing, CPC agrees to commence construction of the Facility on the Property and to thereafter diligently pursue construction in a commercially reasonable manner. On or before the expiration of 24 months after Closing: (i) CPC agrees to cause the Facility to be ready to be occupied by CPC; and (ii) CPC agrees to commence Amarillo Operations at the Facility. Amarillo Operations will be deemed to have commenced when, and only when: (a) construction of the Facility has been substantially completed (excepting only normal punch-out items); (b) CPC has unconditionally received all approvals and certifications of occupancy and operation from any governmental or other entity with jurisdiction over the Property for the operations contemplated thereby; (c) at least 10 Employees are employed by CPC and actually working at the Facility; and (d) CPC has delivered written notice certifying such facts to Amarillo EDC and providing such back-up documentation as Amarillo EDC may reasonably request.

d. The Facility must be at least 45,000 square feet and constructed as a concrete tilt-up and/or insulated metal panel building or buildings. CPC will insure that, with respect to the construction of the Facility, all contractors, subcontractors, and materialmen are timely paid in accordance with their respective contracts. In the event any liens are filed against the Property, CPC will take such commercially reasonable measures to protect the Property. For so long as CPC owes any actual or potential obligations to Amarillo EDC under this Agreement, CPC will not subdivide the Property.

3. Incentive Opportunities for CPC's Establishment and Expansion of Amarillo Operations.

a. From and after the Effective Date, CPC agrees to use its commercially reasonable efforts to establish and expand Amarillo Operations, creating new FTEs and increasing Payroll. Provided CPC qualifies under the terms of this Section 3, Amarillo EDC will pay to CPC one or more expansion grant payments under the terms of this section (each an "Expansion Grant" and together the "Expansion Grants").

b. Each Expansion Grant will be up to \$120,000, payable in five annual installments of up to \$24,000, each subject to reduction as described in Section 3(c). CPC will be eligible for one Expansion Grant for each full Expansion Increment newly created on or before Date Seven. CPC agrees to maintain each Expansion Increment in Amarillo Operations for a four-year period beginning immediately after the Performance Year in which such Expansion Increment was originally created. So, if the first full Expansion Increment is newly created in the year ending on Date Three, the four-year Expansion Grant retention requirement for such increment begins on January 1, 2027 (subject to Footnote 1 above).

No Expansion Increment will be deemed to have been created unless and until both the full 10 FTEs and \$550,000 in Payroll for such Expansion Increment have been newly created.

c. The first of five annual Expansion Grant installments called for under Section 3(b) will be due after the Performance Year in which a full Expansion Increment is first newly created. For each of the four years thereafter, if CPC maintains both the additional 10 FTEs and \$550,000 in Payroll related to such Expansion Increment, there will be no deduction from the Expansion Grant installment amount due under Section 3(b) for such year and Expansion Increment. If, during such four-year period, CPC fails to maintain one or both of the FTE or Payroll amounts related to an Expansion Increment, the Expansion Grant installment related to such year and Expansion Increment will be reduced or eliminated altogether, as follows:

1. Should CPC meet only one of either the FTE or Payroll amounts required (10 for FTEs and \$550,000 for Payroll) related to an Expansion Increment, and miss the other target by no more than ten percent (10%), the Expansion Grant installment called for under Section 3(b) for such year will be calculated as follows: \$24,000 X (Actual amount of FTE or Payroll maintained [using the figure that fell short of the required amount] related to such Expansion Increment / [10 if FTEs fell short or \$550,000 if Payroll fell short]).

2. There will be no Expansion Grant installment due for any Performance Year under Section 3(b) if either: (i) CPC meets only one of either the FTE or Payroll amounts required related to an Expansion Increment (again, being 10 FTEs and \$550,000 in Payroll for each Expansion Increment), and misses the other requirement by more than ten percent (10%); or (ii) CPC fails to achieve (by any margin) both the FTE or Payroll amounts required related to such Expansion Increment.

No level of future performance by CPC will give rise to a payment obligation of Amarillo EDC related to prior deductions from Expansion Grant payments. Each Expansion Increment will be measured on its own, so each Expansion Increment stands on its own for purposes of the reduction or elimination of the four (4) annual Expansion Grant installment payments as described in Section 3(b). So, the denominator of the fraction in Section 3(c)(1) will only ever be 10 or \$550,000, depending on whether the additional FTE or Payroll requirement was missed for such year.

d. The FTE and Payroll reports required to be provided by CPC under Section 5 will be used to measure whether an Expansion Increment has been newly created, and whether it has been maintained. Each installment of an Expansion Grant will be payable within ten (10) business days of Amarillo EDC's receipt and approval of such reports which establish the creation and/or retention of an Expansion Increment.

e. Notwithstanding anything else herein to the contrary, the maximum aggregate amount Amarillo EDC will in any event be obligated to pay under this Section 3 will be \$720,000. After each 4-year Expansion Grant payment period, no Expansion Increment can be newly created for the same increment of FTEs and Payroll. As such, the "floor" for FTEs and Payroll on which each Expansion Increment is measured will rise with the establishment of each Expansion Increment. Similarly, such floor will not be lowered by the expiration of the four-year performance period for the annual Expansion Grant payments under Section 3(c), related to any Expansion Increment.

f. CPC will use the funds provided by Amarillo EDC under this Agreement only to establish, maintain, or expand Amarillo Operations.

4. **Potential Repayment Obligation of CPC.**

a. Notwithstanding anything else herein to the contrary and in addition to any other repayment obligation triggers in this Agreement, should Amarillo Operations cease while Amarillo EDC has any potential payment obligation under this Agreement, CPC will not receive any Expansion Grants for the year in which Amarillo Operations ceased, nor any future years, and CPC will repay to Amarillo EDC the value of the Property as set out in this Agreement within one hundred and twenty (120) days of notice of default by Amarillo EDC.

b. For purposes of Section 4 of this Agreement, a cessation of Amarillo Operations will be conclusively deemed to have occurred if (i) Amarillo EDC reasonably

determines that Amarillo Operations have been discontinued; (ii) CPC fails to timely provide the reports required under this Agreement for more than one Performance Year; or (iii) for any year in which CPC is eligible for a payment under this Agreement, CPC maintains less than 10 FTEs in Amarillo Operations. A temporary halt, temporary delay, business disruption, or similar occurrence lasting less than ninety (90) consecutive days, whether or not caused by a force majeure event, does not constitute a cessation of operations.

5. Measurement of and Provisions for Reporting FTEs and Payroll.

a. On or before February 28 immediately following each Performance Year, CPC will and will cause each Affiliate with Employees engaged in Amarillo Operations to, without demand or other request therefore, complete and provide to Amarillo EDC a written certificate signed by an authorized corporate officer of CPC or the applicable Affiliate on the form attached hereto as Exhibit E, for the immediately preceding Performance Year, together with all four employer's quarterly reports submitted to the Texas Workforce Commission ("TWC") along with a list of Employees, the number of hours worked in Amarillo Operations by each Employee in such Performance Year, FTEs that each Employee represents for such year (in no event may any one person count as more than one (1) FTE for any year), Payroll received by each Employee during such year, and a total aggregate number of FTEs maintained and Payroll paid in Amarillo Operations during such year (each a "Payroll and FTE Report"). For each temporary employment agency or employee leasing firm that provides Employees to CPC or an Affiliate, CPC or such Affiliate will provide a copy of all applicable vendor invoices listing employee name, hours worked, payroll received, and amounts charged by the vendor with respect to the applicable Employees along with including such Employees on the separate report described above in this Section 5(a), all due contemporaneously with the TWC and other reports required above. The Payroll and FTE Report, all TWC reports, and any backup documents of information provided therewith must be clearly marked to indicate any Employees who were not primarily engaged in Amarillo Operations during the applicable Performance Year. All reporting under this Agreement must be sent by email to reporting@amarilloedc.com and to such other addresses as Amarillo EDC may from time-to-time designate in writing to the persons designated to receive notice under this Agreement.

b. CPC also will allow Amarillo EDC and its agents to reasonably examine CPC's records necessary to verify employment in Amarillo Operations should Amarillo EDC so request. Amarillo EDC understands that such information will be for Amarillo EDC's use solely to confirm the accuracy of reports required hereunder and to enforce Amarillo EDC's rights under this Agreement. Subject to any applicable the Public Information Laws (defined below), Amarillo EDC agrees that it will be required to execute a confidentiality and non-disclosure agreement reasonably satisfactory to CPC and Amarillo EDC and that a CPC representative will have the right to accompany Amarillo EDC or its agents during such review. Amarillo EDC or its agents, as appropriate, will be allowed to make and retain copies or transcriptions of any CPC records. Any inspection will be done with at least five business days' advance notice to CPC, will occur during normal working hours, and will continue from day-to-day until complete.

c. CPC will provide reports on a timely basis to Amarillo EDC, as provided above, and failure to do so, after notice from Amarillo EDC and failure to cure within five (5) days, will constitute a condition of default under this Agreement. In the event an FTE or Payroll amount reported to Amarillo EDC is discovered by CPC to be inaccurate in any material way, CPC will immediately notify Amarillo EDC of such inaccuracy and immediately provide a substitute Payroll and FTE Report, highlighting each item of information which was inaccurate; provided that inaccuracies in any FTE or Payroll amount will be "material" only if such reports over-stated FTE or Payroll levels by more than two and one-half percent (2.5%). If such replacement report establishes that CPC received a payment under this Agreement that it was not entitled to receive, in addition to any other rights or remedies of Amarillo EDC hereunder, CPC will immediately repay such amount to the Amarillo EDC with interest at five percent (5%) per year since the date of such improper payment.

d. To qualify as an Affiliate of CPC under this Agreement, each such Affiliate must execute and deliver to Amarillo EDC a written agreement including such terms as Amarillo EDC reasonably deems appropriate, including without limitation an agreement by such Affiliate to be bound by the terms of this Section 5 and to have the Chief Executive Officer, or equivalent supreme corporate official, certify all reports required hereunder as true and correct to Amarillo EDC. The qualification of any third-party as an Affiliate under this Agreement will in no way alter the incentive payment procedures under this Agreement.

e. The Payroll and FTE Reports, as confirmed or modified by an audit by Amarillo EDC allowed under this Agreement, will be used to determine CPC's qualification for any Expansion Grant installments under Section 3(c).

6. CPC's Representations and Warranties. CPC represents and warrants to Amarillo EDC as of the Effective Date and again upon the provision of any reports required to be provided to Amarillo EDC hereunder the following:

a. CPC is a for-profit corporation, duly organized and existing in good standing under the laws of the State of Texas.

b. The establishment and expansion of Amarillo Operations has been duly authorized by CPC's board of directors or equivalent governing authority and this Agreement and the performance by CPC of its obligations under this Agreement are not in contravention of any law, rule or regulation or of the provisions of CPC's articles of incorporation or bylaws (or similar formation and governing documents), or of any agreement or instrument to which CPC is a party or by which it may be bound.

c. No litigation or governmental proceeding is pending, or, to the knowledge of any of CPC's officers, threatened against or affecting CPC, which may result in a material adverse change in CPC's business, properties, or operations sufficient to jeopardize CPC as a going concern.

d. No Principal (defined below) of CPC or any Affiliate has been convicted of an offense described in Section 9(g), below.

e. No certificate or statement herewith, heretofore delivered, or to be delivered by CPC to Amarillo EDC in connection herewith (including, without limitation, any report required to be provided hereunder), or in connection with any transaction contemplated hereby, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements or information contained therein from being misleading.

f. The Texas Public Information Act, the Texas Open Meetings Act, and certain document retention statutes and regulations (together, "Public Information Laws") apply to Amarillo EDC and, as such, this Agreement and some or all of the information, communications, or documents created, obtained, or maintained by Amarillo EDC under this Agreement may be subject to required retention and public disclosure.

7. Amarillo EDC's Representations and Warranties. Amarillo EDC represents and warrants to CPC as of the Effective Date the following:

a. Amarillo EDC is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation organized under Chapters 501 and 504 of the Texas Local Government Code.

b. No litigation or governmental proceeding is pending, or, to the knowledge of any of Amarillo EDC's officers, threatened against or affecting Amarillo EDC, which if adversely determined is reasonably expected to result in Amarillo EDC's inability to meet its obligations under this Agreement.

c. Amarillo EDC represents that, to the best of its knowledge and belief, the Public Information Laws require this Agreement to be subject to public disclosure. All or parts of the FTE and Payroll reports required to be provided hereunder, in addition to other documents in Amarillo EDC's file or otherwise subject to its control relating to CPC or an Affiliate, may also be subject to public disclosure. The Amarillo EDC will, for so long as it has documents or information that may be confidential or proprietary to CPC or an Affiliate, use commercially reasonable means available to it under the Public Information Laws to allow CPC or the applicable Affiliate to seek to protect its confidential or proprietary information from public disclosure. For reference, the Texas Public Information Act allows Amarillo EDC to do so under Texas Government Code Section 552.305, and as required by that section, Amarillo EDC will make a good faith effort to notify CPC or any applicable Affiliate of any request involving its information.

8. Force Majeure. If, by reason of force majeure, such as fire, flood, windstorm, epidemic, pandemic or other act of God, any party is reasonably unable to fulfill its obligations under this Agreement, such party will use reasonable and diligent effort to rectify the situation within a reasonable time, which period will, in no event, be longer than three (3) months, and which period will be added to any scheduled period or deadline hereunder.

9. Events of Default and Remedies.

a. In addition to any other right of Amarillo EDC elsewhere in this Agreement, the following will be events of default under this Agreement:

- DRAFT
1. The insolvency of CPC. "Insolvent" is defined to mean one either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due or is insolvent within the meaning of the federal bankruptcy law.
 2. The appointment of a receiver of CPC, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
 3. The filing by CPC of a petition to be adjudged bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
 4. The failure of CPC to pay or perform any of its obligations under this Agreement within the time periods required by this Agreement (subject to cure periods as may be provided for hereunder).
 5. Any material misrepresentation or materially inaccurate report, whether or not knowingly or intentionally provided, of CPC to Amarillo EDC; provided that inaccuracies in the FTE or Payroll amounts reported by CPC under this Agreement will be "material" only if such reports over-stated FTE or Payroll levels by more than two and one-half percent (2.5%).
 6. The conviction of (which shall include the pleading of guilty or no contest or otherwise judicially admitting to the crime) any Principal (defined below) in Potter or Randall Counties, Texas.

In addition to any other remedy available by law, should any of these conditions not be cured within a period of ten (10) business days following written notice from Amarillo EDC, Amarillo EDC may, at its option, terminate any and all obligations of Amarillo EDC under this Agreement and require repayment of the value of the Property as established under this Agreement. To avoid confusion, in no event will Amarillo EDC's release of its security interest in the Property under the terms of Section 1(a) constitute a waiver of Amarillo EDC's remedies under this Agreement (that is, release of such lien is a release of that lien only and does not constitute release of this potential payment obligation or Amarillo EDC's rights to pursue recovery thereof). As used herein, the term "Principal" means any C-Suite executives constituting Employees or FTEs under this Agreement or owner (whether directly or through one or more other entities) of CPC or one of its Affiliates.

b. In addition to any other right of CPC elsewhere in this Agreement, the failure of Amarillo EDC to pay or perform any of its obligations under this Agreement within the time periods required by this Agreement shall be an event of default under this Agreement. In addition to any other remedy available by law, should any of these conditions not be cured within

a period of ten (10) business days following written notice from CPC to Amarillo EDC, CPC may pursue recovery of money damages from Amarillo EDC for such unpaid amount as its sole remedy.

10. Governing Law, Venue, and Attorneys' Fees. All obligations of the parties are performable in Amarillo, Potter County, Texas, and this Agreement is governed by the laws of the State of Texas. Venue for any action arising from or related to this Agreement will be exclusively in the State District Courts in and for Potter County, Texas. The prevailing party to any lawsuit arising from or related to this Agreement will be entitled to recover its reasonable and necessary attorneys' fees and costs. Except as otherwise specifically provided in this Agreement, interest on amounts past-due hereunder will accrue at the rate of five percent (5%) per year.

11. Notice. All notifications required under and/or having to do with this Agreement will be made to the following:

For Amarillo EDC:

Attn: Mr. Kevin Carter, President/CEO
Amarillo Economic Development Corporation
600 S. Tyler St., Suite 1600
Amarillo, Texas 79101
Email: Reporting@AmarilloEDC.com
Email: Kevin@AmarilloEDC.com

With a copy (which will not constitute notice) to

John B. Atkins
Upshaw and Law Firm, P.C.
P.O. Box 151
Amarillo, Texas 79105
Facsimile: (806) 242-0521
Email: John.Atkins@uwlaw.com

For CPC:

Attn: Eric Gustafson, CEO
Coast Packing Company
3275 E. Vernon Ave.
Vernon, CA 90058
Email: Eric@coastpacking.com

With a copy (which will not constitute notice) to

Richard Sweet
Greenberg Glusker
2049 Century Park East, Suite 2600
Los Angeles, CA 90067
Facsimile: (310) 201-2392
Email: RSweet@greenbergglusker.com

The correspondence address for either party may be revised from time-to-time upon advance written notice to the other party.

12. Amarillo EDC Board and City Council Approval. This Agreement is part of a Project (as defined in Chapters 501 and 504 of the Texas Local Government Code). If the Project is not approved by the Board of Directors of the Amarillo EDC and the City Council of the City of Amarillo, Texas within forty-five (45) days of the Effective Date, this Agreement will terminate without further obligations upon Amarillo EDC or CPC.

13. Tax Abatement. Amarillo EDC will reasonably cooperate in CPC's application for property tax abatement under Chapter 312 of the Texas Tax Code to any taxing authority with jurisdiction over the Property. The taxing districts have historically been receptive to requests for tax abatement when significant investment in real property and job creation are shown. However, Amarillo EDC has no authority over such taxing districts and does not warrant or represent that CPC will be granted tax abatement by any or all of the tax districts. Notwithstanding anything else herein to the contrary, if CPC does not qualify for tax abatement in an amount reasonably acceptable to CPC, CPC may terminate this Agreement upon written notice to Amarillo EDC on or before Closing. This option to terminate expires automatically if such notice is not actually received by Amarillo EDC by Closing.

14. Cooperation on Publicity. CPC agrees to cause one or more of its senior representatives to attend public events (e.g. Board or City Council meetings, round-breakings, press conferences) related in any way to this Agreement, the Facility, and the like. Further, CPC agrees to reasonably cooperate with Amarillo EDC on press releases and other publicity related to the subject matter of this Agreement, the Facility, and on-going efforts related to the recruitment and retention efforts of Amarillo EDC directed toward CPC.

15. Broker Commissions. CPC represents and warrants to Amarillo EDC that it is solely responsible for any commissions or similar fees (each a "Commission") of brokers, finders, realtors, or similar agents claiming a right to a Commission by, through, or under CPC.

16. Certification Regarding Undocumented Workers.

a. CPC and each Affiliate certifies that it does not and will not knowingly employ an Undocumented Worker, defined below, between the Effective Date and the date upon which CPC and Amarillo EDC no longer owe any duties under this Agreement. "Undocumented Worker" will mean an individual who, at any time during employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under law to be employed in that manner in the United States. CPC and each Affiliate will immediately notify Amarillo EDC if: (i) it becomes aware it employs or has employed an Undocumented Worker; (ii) it becomes aware or receives notice that it is alleged to have employed an Undocumented Worker; or (iii) it is convicted of a violation under the following subparagraph.

b. If between the Effective Date and the date on which both parties no longer owe any duties under this Agreement, CPC or an Affiliate knowingly employs an Undocumented Worker or is convicted of a violation under 8 U.S.C. Section 1324a(f), in each case solely in

connection with the Amarillo Operations, CPC will repay to Amarillo EDC the entire amount expended by Amarillo EDC pursuant to the terms of this Agreement (including without limitation the agreed value of the Property and the amount reimbursed for the Rail Improvements). Such amount will be due and payable in full on the 120th day after the date Amarillo EDC notifies CPC of the violation and interest will accrue on such amount at the rate of five percent (5%) per year thereafter. Subject in all respects to applicable law, CPC may (and is encouraged to) promptly cure any breach of this Section 16.

THIS AGREEMENT IS BINDING UPON THE PARTIES HERETO AND THEIR SUCCESSORS AND ASSIGNS; HOWEVER, IT MAY NOT BE ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

{Signature Page Follows}

DRAFT

EXECUTED by the parties hereto effective as of the Effective Date.

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

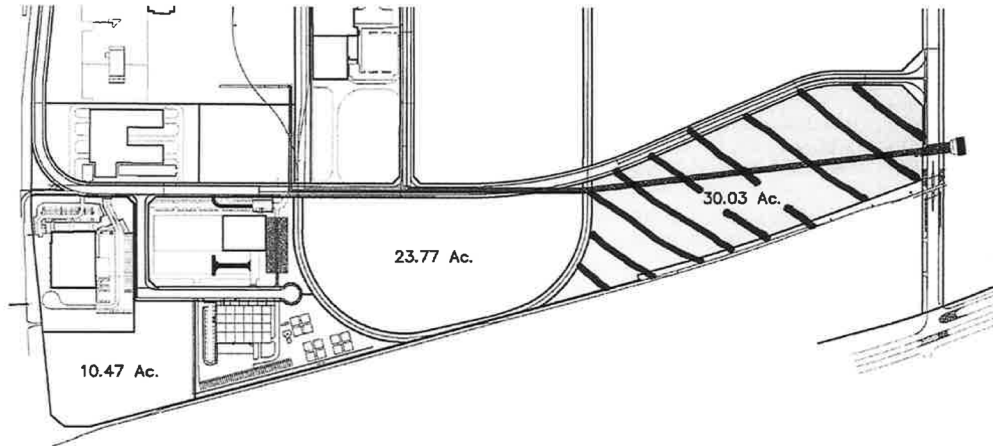
By: _____
Kevin Carter, President and CEO

COAST PACKING COMPANY - SOUTH

By: _____
Eric Gustafson, CEO

DRAFT

SCHEDULE 1
DEPICTION OF THE PROPERTY



DRAFT

EXHIBIT A
DEED OF TRUST

Date: _____, 2022

Grantor: COAST PACKING COMPANY - SOUTH, a Texas corporation

Grantor's Mailing Address (including county):

3725 E. Vernon Ave.
Vernon, CA 90058

Trustee: JOHN B. ATKINS

Trustee's Mailing Address (including county):

500 South Taylor, Suite 1200, LB 233
Amarillo (Potter County), Texas 79101

Beneficiary: AMARILLO ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

Beneficiary's Mailing Address (including county):

600 S. Tyler St., Suite 1600
Amarillo (Potter County), Texas 79101

LIA: Location Incentives Agreement between Grantor and Beneficiary
dated _____, 2022

Terms of Payment: As provided under the LIA.

Property: [To be inserted when Survey is completed]

Prior Liens: None.

Other Exceptions to Conveyance and Warranty:

This Property is subject to all easements, rights-of-way, and prescriptive rights, whether of record or visible and apparent; all presently recorded restrictions, reservations, covenant conditions, municipal zoning restrictions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners of any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines, and any encroachments or overlapping of improvements.

For value received and to secure payment of any and all obligations of Grantor under the LIA ("Obligations"), Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property. If Grantor performs all the covenants and satisfies all the Obligations, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Subject to the terms and conditions of the LIA, Grantor agrees to:

1. keep the Property in good repair and condition, reasonable wear and tear excepted;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this Deed of Trust;
4. maintain an insurance policy evidenced by a certificate of insurance that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. provides fire and extended coverage including windstorm coverage;
 - c. protects Beneficiary with a standard mortgage clause;
 - d. provides flood insurance at any time the property is in a flood hazard area; and
 - e. contains such other coverage as Beneficiary may reasonably require;
5. deliver evidence of insurance in the form of a certificate of insurance to Beneficiary and deliver renewals to Beneficiary within thirty days of renewal of the policy;
6. keep any buildings occupied as required by the insurance policy; and
7. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds from the LIA are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.

3. If there shall occur any insured damage to or destruction of the Property or any part thereof, and if (i) in the judgment of Grantor's engineers the Property can be restored, within a reasonable time to an economic unit valuable adequately securing the obligation, and (ii) Beneficiary receives assurances reasonably satisfactory to Beneficiary that revenue from the Property will continue in full force and effect after restoration and Amarillo Operations can be maintained as defined and required under the LIA, then, if and so long as there is no Default hereunder, Beneficiary will make available to Grantor for such restoration, proceeds of insurance, if any, collected by Beneficiary because of the act or occurrence and not restricted by any adverse claim thereto.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may, pursuant to terms and conditions of the LIA perform those obligations and be reimbursed by Grantor on demand for any sums so paid, including reasonable attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the LIA. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor fails to perform any of Grantor's obligations under the LIA or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by the LIA, then Beneficiary may:
- a. declare the amount owed by Grantor under the LIA immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligations.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

- 1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
- 2. sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
- 3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure;

- b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance.

General Provisions

1. If any of the Property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser thereof. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the Property will be presumed to be true. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
3. This lien shall remain superior to liens later created even if the time of payment of all or part of Grantor's obligations under the LIA are extended or part of the Property is released.
4. If any portion of Grantor's obligations under the LIA cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge of that portion.
5. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses reasonably incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the amounts owed under the LIA. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
6. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in Default under the LIA or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of its obligations under the LIA and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the LIA and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligations or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may

exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the LIA and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

7. Interest on the Obligations is secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
8. When the context requires, singular nouns and pronouns include the plural.
9. The term "Obligations" includes all sums secured by this Deed of Trust.
10. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
11. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
12. This Deed of Trust is executed and delivered by Grantor to John B. Atkins, Trustee for the benefit of Beneficiary, in conjunction with the LIA, containing additional provisions concerning the Obligations, which is incorporated herein by reference and made a part hereof for all purposes.
13. This Deed of Trust shall secure all renewals and extensions of the indebtedness described above, and, in addition, all funds hereafter advanced by Beneficiary to or for the benefit of Grantor as contemplated by any covenant or provision herein contained or for any other purpose, and all other indebtedness of whatever kind or character owing or which may hereafter become owing by Grantor to Beneficiary, whether such indebtedness is evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty, or otherwise, it being contemplated that Grantor may hereafter become indebted to Beneficiary in further sum or sums.
14. Notwithstanding the provisions hereof, Grantor shall not be in default for failure to pay or discharge any tax, assessment, or mechanic's or materialman's lien asserted

against the Property if, and so long as, (a) Grantor shall have notified Beneficiary of same within ten days of obtaining knowledge thereof; (b) Grantor shall diligently and in good faith contest the same by appropriate legal proceedings which shall operate to prevent the enforcement or collection of the same and the sale of the Property or any part thereof, to satisfy the same; and (c) Grantor shall promptly upon final determination thereof pay the amount of any such tax, assessment or claim so determined, together with all costs, interest and penalties which may be payable in connection therewith.

15. To the extent there exists a conflict between the terms and conditions of this Deed of Trust and the LIA, the terms and conditions of the LIA shall control.

Coast Packing Company - South

By: _____
Eric Gustafson, its CEO

THE STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the _____ day of _____, 2022, by Eric Gustafson, its CEO of Coast Packing Company - South, a Texas corporation, on behalf of said company.

DRAFT

Notary Public, STATE OF _____

After recording return to:

John B. Atkins
Underwood Law Firm, P.C.
P.O. Box 9158
Amarillo, Texas 79105

EXHIBIT B

**GUARANTY FOR THE BENEFIT OF
AMARILLO ECONOMIC DEVELOPMENT CORPORATION**

Specification of Obligations Guaranteed. By written agreement entitled Location Incentives Agreement (the "Agreement") by and between AMARILLO ECONOMIC DEVELOPMENT CORPORATION ("Amarillo EDC") and COAST PACKING COMPANY - SOUTH, a Texas corporation ("CPC") dated _____, 2022, Amarillo EDC and CPC entered into an agreement to induce CPC to establish and expand Amarillo Operations as therein defined. As inducement for Amarillo EDC to enter into such Agreement, the Agreement provides that Coast Packing Company, a California corporation and parent company of CPC (together if more than one, jointly and severally, "Guarantor") shall guarantee performance of the obligations of CPC under the Agreement, which is incorporated herein by reference and made a part hereof for all purposes.

Consideration. In consideration of the mutual promises and agreements contained in the Agreement, and to induce Amarillo EDC to enter into the Agreement, Guarantor hereby undertakes this unconditional Guaranty.

Guaranty by Guarantor. For the consideration recited above, and in compliance with the requirements of the Agreement, Guarantor does hereby guarantee to Amarillo EDC, its successors and assigns, as provided herein the due and punctual payment and performance by CPC of CPC's obligations contained in the Agreement. This Guaranty shall expire when all obligations of CPC shall have been performed in accordance with the Agreement. As from the expiration of this Guaranty, the Guarantor shall have no further obligation or liability under this Guaranty, whether or not this Guaranty is returned to the Guarantor. Nothing herein shall, however, be construed as imposing greater obligations and liabilities on Guarantor than are imposed on CPC under the Agreement.

Guaranty of Payment. This is an unconditional and continuing guaranty of payment and performance to Amarillo EDC, its successors and assigns, and not just a guaranty of collection. Amarillo EDC may enforce Guarantor's obligations hereunder without first suing or enforcing its rights or remedies for an uncured default against CPC or against any other guarantor and if an action for enforcement is brought directly against Guarantor, Guarantor shall be entitled to all defenses available to CPC. Alternatively, Amarillo EDC may enforce the Agreement obligations against CPC, any final judgment for which shall be covered by this Guaranty. If Amarillo EDC recovers a final, unappealable judgment against CPC, Guarantor shall not be entitled to assert any defense to the payment of such judgment or recovery, whether or not such defense could be separately asserted by Guarantor as a guarantor, so long as Guarantor shall not have been prevented by Amarillo EDC from intervening in any action brought by Amarillo EDC. Performance by Guarantor under the terms of this Guaranty shall in no event excuse or alleviate performance by CPC of any other obligation under the terms of the Agreement not so performed by Guarantor, provided, however, Amarillo EDC shall not be entitled to double recovery.

Continuation of Guaranty in Regard to Specific Events. Guarantor hereby consents and agrees to and acknowledges that its obligations hereunder shall not be released or discharged by, the following: (a) the modification or alteration of the Agreement; (b) any forbearance or compromises granted to CPC by Amarillo EDC; and (c) the insolvency, bankruptcy, liquidation, dissolution, or reorganization of CPC. Failure by Amarillo EDC to exercise its rights herein shall not operate as a waiver of the default or any other default thereafter. Guarantor's guaranty obligations will not be released, diminished, or discharged by any permitted assignment or subletting by CPC, or by the acquisition or merger or consolidation of CPC, or the acquisition of some or all of CPC's assets by any person or entity.

Guarantor's Representations and Warranties. Guarantor represents and warrants the following:

- a. It is duly formed, validly existing, and in good standing under the laws of its State of incorporation and is authorized to transact business in the State of Texas;
- b. It has all requisite power and authority to enter into this Guaranty and to carry out the terms and provisions of this Guaranty and Guarantor's responsibilities specified in the Agreement;
- c. The execution of this Guaranty is not in contravention of any law, rule or regulations or of any agreement or instrument to which it is a party or by which it may be bound;
- d. No action, proceeding, litigation is pending or threatened which in any way prevents or interferes with or adversely affects its ability to enter into and perform under this Guaranty, or its ability to meet its obligations under this Guaranty; and
- e. It is an equity owner of CPC and has received or will receive direct or indirect benefit from the Agreement and the making of this Guaranty; it is familiar with the financial condition of CPC; and Amarillo EDC has made no representations to it in order to induce it to execute this Guaranty other than as set forth in the Agreement.

Attorneys' Fees and Costs of Litigation. Guarantor agrees to reimburse Amarillo EDC for all expenses reasonably incurred in the enforcement of this Guaranty, including, but not limited to, reasonable attorneys' fees and court costs.

Notification. All notifications required under and/or having to do with this Guaranty shall be made to the following:

For Amarillo EDC:

Amarillo Economic Development Corporation
Attn: Kevin Carter, President and CEO
600 S. Tyler St., Suite 1600
Amarillo, TX 79101

For Guarantor:

Attn: Eric Gustafson, CEO
Coast Packing Company
3275 E. Vernon Ave.
Vernon, CA 90058

Place of Performance of Guaranty. This Guaranty, performable by Guarantor in Amarillo, Potter County, Texas, embodies the entire agreement between the parties hereto, and supersedes all prior agreements, conditions and understandings, if any, related to the subject matter hereof. This Guaranty may be amended only by a written instrument executed by Guarantor and Amarillo EDC. The substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Guaranty.

EXECUTED this ____ day of _____, 2022.

Guarantor:

Coast Packing Company

By: _____

Eric Gustafson, its CEO

ACCEPTED:

Amarillo Economic Development Corporation

By: _____

Kevin Carter, President and CEO

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Pillar	Economic Development
Department	AEDC		
Contact	Kevin Carter, President and CEO		

Agenda Caption

CONSIDER APPROVAL – TAX ABATMENT AGREEMENT – BETWEEN CITY OF AMARILLO AND AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND COAST PACKING - SOUTH

Agenda Item Summary

Coast Packing – South is looking to construct a new food manufacturing facility in the Centerport business park that will produce beef oil.

Highlights of the project include:

- \$30 MM estimated improvements & Equipment
- 60 new employees projected
- \$3,300,000 new annual payroll projected
- Incentive of \$720,000 for job creation paid over 10 years as they are created
- Conveyance of 30.03 acres of land valued at \$1,200,000

AEDC is asking the City Council to approve an abatement of future taxes on the construction and equipment costs. AEDC is recommending 80% abatement for 8 years on the above costs.

Requested Action

Approval of the Tax Abatement Agreement as presented.

Funding Summary

n/a

Staff Recommendation

AEDC staff is recommending approval of the Tax Abatement Agreement.

**TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF AMARILLO,
AMARILLO ECONOMIC DEVELOPMENT CORPORATION,
AND COAST PACKING COMPANY - SOUTH**

STATE OF TEXAS §
 §
COUNTY OF POTTER §

This Tax Abatement Agreement ("**Agreement**"), is entered into as of this 25th day of October, 2022 ("**Effective Date**"), by and between the City of Amarillo, Texas ("**City**"), a home rule city and municipal corporation located in Potter and Randall Counties, Texas, duly acting herein by and through its City Manager or other designated representative, Amarillo Economic Development Corporation, a Texas nonprofit corporation ("**Amarillo EDC**"), and Coast Packing Company – South, a Texas corporation ("**Recipient**").

WITNESSETH:

WHEREAS, the City Council of the City of Amarillo, Texas ("**City Council**") indicated its election to be eligible to participate in Tax Abatements in the Resolution Adopting Guidelines and Criteria for Tax Abatement in the City of Amarillo ("**Policy Statement**"), by the passage of Resolution No. 7-26-88-1 on the 21st day of July, 1988; and

WHEREAS, on the 24th day of August, 2021, the City Council readopted the Policy Statement by the passage of Resolution No. 08-24-21-1; and

WHEREAS, the City's current Policy Statement entitled:

RESOLUTION ADOPTING GUIDELINES
AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES
FOR THE
CITY OF AMARILLO

Is attached as Exhibit A hereto; and

WHEREAS, the Policy Statement constitutes appropriate "guidelines and criteria" governing tax abatement agreements which may be entered into by the City as contemplated by the Texas Tax Code ("**Tax Code**"), and provides for the availability of tax abatement for both new facilities and structures and for the contemplated expansion or modernization of existing facilities or structures; and

WHEREAS, entering into this Agreement will produce public benefits:

- 1) enhancing and diversifying the economic and industrial bases of the Amarillo area;
- 2) contributing to the retention and expansion of primary employment; and
- 3) attracting major investment that will be of benefit to the Premises (as hereafter defined) and that will contribute to the economic development of the City; and

WHEREAS, on the 25th day of October, 2022, the City Council adopted Ordinance No. 8026 establishing City of Amarillo Reinvestment Zone No. 21 ("**Zone**") for commercial/industrial tax abatement, as authorized by Tax Code Chapter 312; and

WHEREAS, Amarillo EDC currently holds title to the Premises, but Recipient is to acquire title to the Premises under a written Location Incentives Agreement with Amarillo EDC (the "**LLA**"); and

WHEREAS, the contemplated uses of the Premises (a manufacturing facility, whether in one or more structures), the contemplated improvements to the Premises as set forth in this Agreement, the contemplated equipment, and other business personal property, and the other terms of this Agreement will encourage development of the Zone, are in accordance with the purposes

for its creation, and are in compliance with the Policy Statement, the Ordinance, and all applicable laws; and

WHEREAS, Recipient's use of the Premises is expected to favorably influence the economic and employment base of the City, to wit: within 24 months of the completion of the facility to be located on the Premises to provide at least 20 new full time jobs; and

WHEREAS, the City Council finds that the improvements sought are feasible and practical and will be of benefit to the Premises, the Zone, and to the City after expiration of this Agreement; and

WHEREAS, the City Council finds that the terms of this Agreement and the proposed Qualified Facilities and Qualified Personal Property (as hereafter defined) subject to this Agreement meet the applicable guidelines and criteria previously adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the law, to the presiding officers of the governing bodies of each of the taxing units in which the Premises subject to the Agreement is located.

NOW, THEREFORE, the City for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of major investment to the Zone and business activity which contributes to the overall economic development of the City and enhancement of the tax base in the City; the City, Amarillo EDC, and Recipient for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by each, which consideration includes the tax abatement set forth below, as authorized by Tax Code Chapter 312, Subchapter B, do hereby contract and agree as follows:

1. Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

- 1) "Tax Code" means the relevant provisions of the Texas Tax Code.
- 2) "Eligible Property Value" shall mean the value of Recipient's Qualified Facilities and Qualified Personal Property that:
 - a) is eligible for tax abatement under Tax Code Chapter 312 (which shall not include the real property's current value – only increase in value of the real property may be exempted); and
 - b) has taxable situs in the Zone on January 1 of the first tax year as set forth in Section 3 or on January 1 of any subsequent tax year as set forth in Section 3.

However, pursuant to Tax Code Section 312.204, tangible personal property that was located on the Premises before the beginning date of the abatement period shall not be eligible for tax abatement. Supplies and inventory located in the Zone at any time shall not be eligible for tax abatement.

- 3) "Qualified Facilities" shall mean the buildings and other improvements constructed by or for the benefit of Recipient for design, assembly, manufacturing, storage, training, repair, distribution or other purposes in the Zone, consisting of no less than 45,000 ft² and expected to cost approximately \$14,000,000.
- 4) "Qualified Personal Property" shall mean the machinery, equipment, furniture, fixtures, and other tangible personal property that are eligible for tax abatement under Tax Code Chapter 312, consisting of furniture, fixtures, and equipment sufficient to carry on Recipient's manufacturing and distribution activities, and that:
 - a) is owned by Recipient or a third party as described in Section 2(11)(b);
 - b) is located in the Zone; and

- c) but for this Agreement would be subject to appraisal by the Potter County Appraisal District or its successor for the applicable tax year.
- 5) "Premises" shall mean the parcel of land owned by Amarillo EDC and to be conveyed to Recipient under the LIA in Amarillo, Potter County, Texas, as described on Exhibit B, which is attached hereto and incorporated by reference, and is located within the Zone (or that entirely constitutes the Zone).
- 6) "Abatement" shall mean the tax abatement rate in those percentages set forth in Section 5 for each applicable year.

2. General Provisions

- 1) Recipient agrees that its use of the Premises will be in accordance with applicable state and local laws and regulations.
- 2) The parties agree that the periods of abatement under this Agreement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs to be created by Recipient.
- 3) The procedures followed by the City in the enforcement and administration of this Agreement will conform to the requirements of the Tax Code and other applicable law. To the extent possible, these procedures will be undertaken in coordination with Recipient's corporate, public, employee, and business relations requirements.
- 4) The Premises are presently owned by Amarillo EDC and are to be conveyed to Recipient under the LIA; provided, however, all parties hereto agree that this Agreement does not create, and shall not be construed to create, an independent obligation of Amarillo EDC to convey any portion of the Premises to Recipient. The Premises are located solely within City limits and within the Zone.
- 5) The Premises and Qualified Facilities are not an improvement project financed by tax increment bonds.
- 6) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.
- 7) The Premises and Qualified Personal Property are not owned or leased by any member of the Amarillo City Council or any member of the Planning and Zoning Commission of the City or a member of the governing body of any taxing units joining in or adopting this Agreement.
- 8) The City has adopted guidelines and criteria governing tax abatement agreements and it has the authority to enter into this Agreement.
- 9) This Agreement is intended to comply with the requirements of law and is authorized by the Texas Property Redevelopment and Tax Abatement Act, Tax Code Chapter 312, the Policy Statement, and by approval of the City Council of the City of Amarillo authorizing execution of this Agreement.
- 10) During the period of tax abatement herein authorized, Recipients shall be subject to taxation on all real and personal property not abated or otherwise exempted.
- 11) This Agreement shall apply to Qualified Facilities and Qualified Personal Property which is owned by:
 - a) Recipient; or
 - b) A third party when
 - i) Recipient is contractually obligated to pay taxes on said property; or
 - ii) Recipient renders said property for taxation.

- 12) The construction and development of the Qualified Facilities and Qualified Personal Property contemplated by this Agreement will be diligently pursued by Recipient and may occur in Phases. Each Phase will be created as set forth in Section 4 of this Agreement.

3. Term and Abatement Period

An eight (8) year tax abatement is hereby granted to Recipient subject to meeting the conditions herein. For each Phase (as hereafter defined), the eight (8) year abatement period commences beginning on January 1 of the first tax year for which Recipient files an approved abatement application with the Potter County Appraisal District. For each subsequent Phase, the eight (8) year abatement period commences on January 1 of the first tax year for which Recipient timely files an approved abatement application for that Phase with the Potter County Appraisal District.

4. Construction May Occur in Phases

At its option, Recipient may elect to stage development of the Qualified Facilities and Qualified Personal Property to occur at different times within the Zone. If Recipient chooses to make this election, each individual Phase shall be eligible for Abatement under the terms of this Agreement for a period of eight (8) years.

Recipient will designate each Phase by metes and bounds or by description of the improvement or property sought to be abated, to be submitted with the first Tax Abatement application filed on each Qualified Facility or Qualified Personal Property in that Phase. Each Phase so designated will be sequentially numbered as Phase 1, Phase 2, and so forth. Thereafter, the Qualified Facilities and Qualified Personal Property in each Phase shall be the subject of a separate Tax Abatement application as may be required by law. For purposes of identifying property within a Phase, it shall be sufficient to generally identify the improvement or property by its use or purpose and relative geographic location to other existing improvements.

The deadline for designating a Phase under Section 4 of this Agreement coincides with the expiration of the Zone, being the fifth (5th) anniversary of the establishment of the Zone, unless renewed or extended to a later date by the City.

5. Rate of Abatement

The rate and scope of tax abatement shall be as follows:

- 1) **Scope of Abatement.** The annual rate of abatement will be applied as set forth below to the Eligible Property Value.
- 2) **Annual Rate of Abatement.** The following shall be the annual rate of tax abatement. The rate of abatement shall be applied separately to the Eligible Property Value in each Phase created under this Agreement for each applicable tax year.

<u>Year of Abatement</u>	<u>Rate of Abatement on Incremental Increase</u>
1	80%
2	80%
3	80%
4	80%
5	80%
6	80%
7	80%
8	80%

6. Records and Audits

- 1) At all times throughout the term of this Agreement and upon at least 24 hours prior notice to Recipient, the City and the Potter County Appraisal District shall have reasonable access to the Premises by their employees or agents, accompanied by Recipient personnel, for the purpose of inspecting the Premises to ensure the Qualified Facilities and Qualified Personal Property are maintained in accordance with the conditions of this Agreement and shall have access to the books and

records of Recipient for purposes of determining compliance with state law and this Agreement.

- 2) Before December 31 of each year, Recipient must certify in writing to the governing body of each participating taxing unit that it is in compliance with each term of this Agreement; provided, however, that Recipient shall not be considered in default hereunder until the applicable party has received notice of non-compliance, and has had a period of time (not to exceed 30 days) to provide the required certification.

7. Performance Requirement

Recipient shall not be entitled to any Eligible Property Value tax abatement under this Agreement for any tax year during which Recipient is in default of this Agreement following the expiration of the applicable cure period set forth in, or authorized pursuant to, Section 8 of this Agreement.

8. Breach and Default

In the event that Recipient:

- 1) fails to make the improvements or repairs;
- 2) allows *ad valorem* taxes on the Premises, Qualified Facilities, or Qualified Personal Property subject to abatement to become delinquent and fails to timely and properly follow the legal procedures for the protest and/or appeal of such *ad valorem* taxes,
- 3) fails or refuses to timely file the documents required to be filed with the State Comptroller or local tax appraisal district in connection with the tax abatement set forth in this Agreement; or,
- 4) breaches any of the terms or conditions of this Agreement;

then Recipient shall be in default of this Agreement.

If Recipient defaults in its performance of 1, 2, 3, or 4 above, the City shall give Recipient written notice of default. If Recipient has not cured such default within ninety (90) days of receipt of written notice, or, if such default cannot be cured by the payment of money or posting of a bond or other collateral, Recipient shall be in default for that tax year. However, if such default is not reasonably susceptible of cure within such ninety (90) day period, whether or not due to causes within the control of Recipient, and Recipient has begun efforts to cure the default, then after first advising the City of its efforts, Recipient may utilize an additional one hundred eighty (180) days to cure the default. Time in addition to the foregoing two hundred seventy (270) day cure period may be authorized by the City, in its sole and absolute discretion.

Failure to timely cure any default will result in the cancellation of this Agreement and the retroactive loss of the tax abatement. Additionally after the expiration of the applicable notice and cure periods, all taxes which would have otherwise been paid to the City during the tax year in which the default occurs without the benefit of abatement plus ten percent (10%) interest beginning on the date of expiration of the cure period will be owed by Recipient to the City as liquidated damages. This amount shall be due and owing to the City within sixty (60) days of the expiration of the above referenced cure period, subject to all lawful offsets, settlements, deductions, or credits to which Recipient may be entitled. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine.

If the default is cured after the expiration of the two hundred seventy (270) day cure period provided but no later than three hundred sixty-five (365) days after default, then the terms and conditions of this Agreement may be reinstated for the remaining number of years available under Section 3 in which an abatement has not yet been enjoyed.

9. Sale, Assignment, or Conveyance of Premises; Termination

- 1) This Agreement may be assigned by Recipient to an entity controlling, controlled by, or under common control with Recipient without further consent of the City.
- 2) This Agreement may be assigned by Recipient to any other entity only with the consent of the City, which consent shall not be unreasonably withheld.
- 3) This Agreement shall terminate in the event that Recipient has not obtained title to the Premises from Amarillo EDC pursuant to the terms and conditions of the LIA.

10. Indemnity

It is understood and agreed among the parties that Recipient, in performing its obligations hereunder, is acting independently of City and Amarillo EDC. City and Amarillo EDC assume no responsibilities or liabilities in connection therewith to Recipient or third parties, and City agrees that Amarillo EDC has no responsibility or liability under this Agreement with respect to the obligations of Recipient. Recipient agrees to indemnify and hold City and Amarillo EDC and their agents, employees, and officers harmless from penalties, fines, damages of every kind, attorney fees, costs, and interest that arise out of or relate to Recipient's acts or omissions relating to the Premises, Qualified Facilities, Qualified Personal Property, or the performance or benefits of this Agreement provided, however, such indemnity shall not extend to matters outside the scope of this Agreement.

11. Notice

Any notice called for or required by this Agreement shall be considered delivered when actually received by a party at the following address, or at such other address as may be designated in writing.

For Recipient:

Coast Packing Company - South
3275 E. Vernon Ave.
Vernon, CA 90058
Attention: Eric Gustafson, CEO
Email: Eric@coastpacking.com

For City of Amarillo, Texas:

City Manager
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79186-1971
Fax (806) 378-8394

12. City Authorization

This Agreement, authorized and approved by a majority of the City Council at a regularly scheduled meeting in accordance with applicable provisions of the Tax Code. The City Council authorized the City Manager, or designee, to execute this Agreement on behalf of the City.

13. Recipient and Amarillo EDC Authorization

This Agreement was entered into by Recipient and Amarillo EDC pursuant to proper authority whereby an authorized executive officer of Recipient and Amarillo EDC, each signing below, were authorized to execute this Agreement on behalf of each entity as shown.

14. Severability

If any section, subsection, paragraph, sentence, phrase, or word of this Agreement is held invalid, illegal, or unconstitutional, the balance of this Agreement shall be enforceable and read as if the parties intended at all times to delete the invalid section, subsection, paragraph, sentence, phrase, or word.

15. Estoppel Certificate

Any party hereto may request an estoppel certificate from another party if the certificate is requested in connection with a bona fide business purpose. The estoppel certificate will be addressed as requested by the party, and shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of primary Abatement in effect, and such other matters reasonably requested by the party.

16. Recipient Standing

Recipient shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same and Recipient shall be entitled to intervene in said litigation.

17. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Potter County, Texas. This Agreement is performable in Potter County, Texas.

18. Recordation of Agreement

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Potter County, Texas.

19. Entire Agreement

This Agreement contains the entire agreement of the parties on the subject matter herein. This Agreement supersedes any prior written or oral tax abatement agreements or representations between the parties. It may only be modified by written instrument signed by the parties.

Notwithstanding the foregoing provisions, this Agreement does not modify, alter, or amend any other agreement or instrument between the City and Recipient relating to matters other than the abatement of ad valorem taxes on the Eligible Property Value. This Agreement is being executed in multiple originals which are being distributed for execution to Recipient, Amarillo EDC, and the City. Each party agrees that its sole execution of an original shall constitute its consent to, and acceptance of the Agreement, without the necessity of a single copy being executed by all parties.

{Signature Pages Follow}

Executed to be effective as of the Effective Date.

CITY OF AMARILLO, TEXAS

By: _____
Jared Miller, City Manager

Attest:

Stephanie Coggins, City Secretary

Approved as to form:

Bryan S. McWilliams, City Attorney

City's Acknowledgment

STATE OF TEXAS

§

§

COUNTY OF POTTER

§

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Jared Miller, City Manager of the City of Amarillo, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the City of Amarillo, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate approval of the City Council of the City of Amarillo, and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public, State of Texas

COAST PACKING COMPANY - SOUTH

By: _____
Eric Gustafson, CEO

Recipient Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Eric Gustafson, as CEO of Coast Packing Company – South, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Coast Packing Company – South, that he/she was duly authorized to perform the same by appropriate resolution of such corporation, and that he/she executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public, State of Texas

**AMARILLO ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Kevin Carter, President and CEO

Amarillo EDC Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF POTTER §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Kevin Carter, as President and CEO of Amarillo Economic Development Corporation, a Texas nonprofit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Amarillo Economic Development Corporation, that he was duly authorized to perform the same by appropriate resolution of such corporation, and that he executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public, State of Texas

EXHIBIT A
POLICY STATEMENT

08/17/2021

RESOLUTION NO. 08-24-21 - |

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS
CITY COUNCIL: ADOPTING GUIDELINES AND
CRITERIA FOR TAX ABATEMENT WITHIN
REINVESTMENT ZONES FOR THE CITY OF
AMARILLO; PROVIDE A SEVERANCE CLAUSE;
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo desires to participate in tax abatements from time to time as the City Council may find appropriate, in accordance with the criteria and guidelines herein adopted;

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

SECTION 1. That for tax abatements in reinvestment zones adopted by the City of Amarillo, the fundamental purpose is to stimulate growth and create jobs, and the following guidelines and general criteria will apply:

- A. Tax abatements may be provided for both new facilities and structures and for the expansion or modernization of existing facilities and structures. Each project proposed for tax abatement shall be considered individually on its own merits, benefit to the public, and in context of any other economic incentives for the project or existing in the reinvestment zone.
- B. The developer, property owner, project owner, or other recipient of a tax abatement must annually certify in writing to the governing body of each participating taxing unit that the developer, owner or recipient is in compliance with each applicable term of the agreement.
- C. Only the taxable value of improvements to real property or tangible personal property that is brought to the real property after the execution of a tax abatement agreement will qualify for tax abatement.
- D. A tax abatement agreement must ensure that the periods of abatement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs created.
- E. Expansion or modernization of existing facilities qualifies for tax abatement if the expansion meets the qualifications for capital expenditures and retention of or creation of new jobs nets new jobs. The number of jobs created must be new jobs and not replacement of jobs which were in the payroll within the year immediately prior to application for tax abatement. A tax abatement shall not be granted if the facility has been the subject of or included in a prior tax abatement agreement.
- F. If a new facility is constructed to replace an existing facility, and the existing facility is abandoned by the developer, property owner, project owner, or other recipient of a tax abatement, only the difference in taxable value of the new facility over the existing facility will qualify for tax abatement.
- G. An agreement will be executed by the developer, property owner, project owner, or other recipient of a tax abatement which incorporates the terms of this resolution and includes any other site and development specific terms which might be found applicable at the time.
- H. The tax abatement agreement will require, among other things, that the City of Amarillo will have the right of access to the site and books and records of the applicant for tax abatement to determine compliance with statutory requirements and the agreement. Failure to fulfill any of the requirements of the agreement will result in cancellation of the agreement and retroactive loss of tax abatement.

SECTION 2. 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 resolution 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 resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

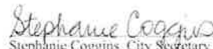
SECTION 3. This Resolution is immediately effective upon passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this the 24 day of August, 2021.

THE CITY OF AMARILLO


Ginger Nelson, Mayor, City of Amarillo

ATTEST:


Stephanie Coggins, City Secretary

APPROVED AS TO FORM:


Bryan S. McWilliams, City Attorney

Page 2 of 2

EXHIBIT B

Property Description

FIELD NOTES for a 30.05 acre tract of land out of Section 72, Block 2, A. B. & M. Survey, Potter County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the south right-of-way line of Centerport Boulevard and the west right-of-way line of Folsom Road which bears S. $00^{\circ} 07' 40''$ W. a distance of 1797.27 feet and N. $89^{\circ} 52' 20''$ W. a distance of 28.55 feet from an iron rod with a Kelley cap found at the northeast corner of said Section 72 for the most easterly northeast corner of this tract.

THENCE S. $00^{\circ} 05' 42''$ W., along said west right-of-way line, a distance of 410.18 feet to the intersection of said west right-of-way line and the north right-of-way line of the A. T. & S. F. Railroad for the southeast corner of this tract.

THENCE S. $69^{\circ} 28' 07''$ W., along said north right-of-way line, a distance of 600.47 feet to the beginning of a curve to the right for a corner of this tract.

THENCE continuing along said north right-of-way line in a southwesterly direction along said curve with a radius equal to 11379.20 feet, with a long chord bearing of S. $72^{\circ} 23' 52''$ W. and a long chord distance of 1125.28 feet, a curve length of 1125.74 feet to the end of said curve for a corner of this tract.

THENCE S. $15^{\circ} 37' 12''$ E., continuing along said north right-of-way line, a distance of 30.09 feet to a corner of this tract.

THENCE continuing along said north right-of-way line in a southwesterly direction along a curve to the right with a radius equal to 11409.20 feet, with a long chord bearing of S. $74^{\circ} 47' 29''$ W. and a long chord distance of 138.30, a curve length of 138.30 feet to the end of said curve for a corner of this tract.

THENCE S. $75^{\circ} 09' 13''$ W., continuing along said north right-of-way line, a distance of 449.94 feet to the southwest corner of this tract.

THENCE in a northeasterly direction along a curve to the left with a radius equal to 628.80 feet, with a long chord bearing of N. $29^{\circ} 16' 42''$ E. and a long chord distance of 612.35 feet, a curve length of 639.56 feet to the end of said curve for a corner of this tract.

THENCE N. $00^{\circ} 08' 25''$ E. a distance of 188.47 feet to said south right-of-way line of said Centerport Boulevard for the northwest corner of this tract.

THENCE along said south right-of-way line in a northeasterly direction along a curve to the left with a radius equal to 2540.00 feet, with a long chord bearing of N. $70^{\circ} 16' 17''$ E. and a long chord distance of 312.28 feet, a curve length of 312.48 feet to the end of said curve for a corner of this tract.

THENCE N. $66^{\circ} 44' 49''$ E., continuing along said south right-of-way line, a distance of 977.39 feet to the beginning of a curve to the right for a corner of this tract.

THENCE continuing along said south right-of-way line and along said curve continuing in a northeasterly direction with a radius equal to 597.23 feet, with a long chord bearing of N. $78^{\circ} 25' 14''$ E. and a long chord distance of 241.69 feet, a curve length of 243.37 feet to the end of said curve for a corner of this tract.

THENCE S. $89^{\circ} 54' 20''$ E., continuing along said south right-of-way line, a distance of 347.43 feet to the most northerly northeast corner of this tract.

THENCE S. $44^{\circ} 54' 20''$ E., continuing along said south right-of-way line, a distance of 169.71 feet to the place of BEGINNING and containing 30.05 acres (1,308,824 square feet) of land.

Amarillo City Council Agenda Transmittal Memo



AGENDA ITEM NO. 3G

Meeting Date	October 25, 2022	Council Priority	Public Safety
Department	Police 1610		
Contact	Chief Martin Birkenfeld		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8028

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 10-4, ARTICLE I, TO ADD SECTIONS 10-4-12 THROUGH 10-4-14 TO CREATE A POLICE RESERVE FORCE; PROVIDING FOR SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW, AND EFFECTIVE DATE.

Agenda Item Summary

This ordinance creates a police reserve force, under the direction and control of the chief of police. The ordinance establishes composition and size, qualifications, and training as required by the chief of police. The police reserve force will be a volunteer force comprised of honorably retired or discharged former Amarillo Police officers.

Requested Action

Approval of the amendment to ordinance 10-4, ARTICLE I, TO ADD SECTIONS 10-4-12 THROUGH 10-4-14 to create a police reserve force.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval.

ORDINANCE NO. 8028

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 10-4, ARTICLE I, TO ADD SECTIONS 10-4-12 THROUGH 10-4-14 TO CREATE A POLICE RESERVE FORCE; PROVIDING FOR SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW, AND EFFECTIVE DATE.

WHEREAS, Section 341.012 of the Texas Local Government Code authorizes the governing body of a municipality to establish a police reserve force; and

WHEREAS, if a municipality establishes a police reserve force, the governing body must establish qualifications and standards of training for members of the reserve force, and may limit the size of the reserve force; and

WHEREAS, the Chief of Police recommends that a police reserve force is necessary to augment the Amarillo Police Department, especially during unusual emergencies; and

WHEREAS, honorably retired and other former Amarillo police officers wish to continue to contribute to the safety of the citizens of Amarillo and could continue to do so as police reserve officers; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its residents to create a police reserve force;

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

SECTION 1. The Amarillo Municipal Code, Chapter 10-4, Article I, is hereby amended to add Sections 10-4-12 through 10-4-14, as follows:

Sec. 10-4-12. - Police reserve force--Created.

- (a) Created. There is hereby created a police reserve force known as the Amarillo Police Reserve Force, such force to be separate and distinct from the Amarillo Police Department.
- (b) Composition and Size. The Police Reserve Force shall be composed of qualified volunteers who have been appointed by the Chief of Police and approved by the City Council. The number of such reserve members shall not exceed the greater of 20 members or 5% of the authorized number of active full-time police officers at any given time.
- (c) Supervision by Chief of Police. The Chief of Police shall be the head of the Police Reserve Force, and the reserve members shall be under the

authority, control, and command of the Chief of Police, subject to all of the provisions of the City Charter, ordinances, and policies, and the laws of the state. The Chief of Police may, by order, establish additional rules, policies, and requirements governing the Police Reserve Force.

Sec. 10-4-13. – Same--Applications; qualifications; appointment; training.

- (a) Applications. Applications for membership in the Police Reserve Force shall be filed with the Chief of Police on forms prescribed by the Chief of Police.
- (b) Qualifications. Each applicant for membership in the Police Reserve Force shall furnish satisfactory proof of good moral character and possess the physical ability to perform the duties of the position for which they seek appointment. Applicants must be either an honorably retired Amarillo police officer or a former Amarillo police officer.
- (c) Appointment. The Chief of Police shall present to the City Council for approval a list of recommended applicants for appointment to such Police Reserve Force.
- (d) Training. It shall be the individual responsibility of each Police Reserve member to maintain their standing as a certified police officer and to receive such training as is required to maintain such certification. The Police Reserve members shall further maintain and complete any continuing training required by the Chief of Police.
- (e) Members are not entitled to civil service status under Texas Local Government Code Chapter 143.

Sec. 10-4-14. – Same--Badges, uniforms.

The Chief of Police shall prescribe the badges and uniforms to be worn by Police Reserve Force members and shall direct the manner in which they shall be worn.

Secs. 10-4-125—10-4-20. - Reserved.

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 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 25th day of October 2022; and PASSED on Second and Final Reading the 8th day of November 2022.

Ginger Nelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Stephanie Coggins, City Secretary

Bryan S. McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Priority	Public Safety
Department	Police 1610		
Contact	Chief Martin Birkenfeld		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8029

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 10-4, ARTICLE II, SECTION 10-4-23 TO ALLOW ANY CITY DEPARTMENT TO BENEFIT FROM CERTAIN UNCLAIMED PROPERTY HELD BY THE AMARILLO POLICE DEPARTMENT; PROVIDING FOR: SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW, AND EFFECTIVE DATE.

Agenda Item Summary

This ordinance amends Section 10-4-23 of the municipal code to allow the police department to convert unclaimed property for use by any department of the City of Amarillo, after the required waiting period and any other statutory requirements have been met.

Requested Action

Approval of the ordinance amending Section 10-4-23 of the municipal code.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval.

ORDINANCE NO. 8029

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 10-4, ARTICLE II, SECTION 10-4-23 TO ALLOW ANY CITY DEPARTMENT TO BENEFIT FROM CERTAIN UNCLAIMED PROPERTY HELD BY THE AMARILLO POLICE DEPARTMENT; PROVIDING FOR: SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW, AND EFFECTIVE DATE.

WHEREAS, Section 10-4-23 of the Amarillo Municipal Code authorizes the Amarillo Police Department to hold an annual public sale of certain unclaimed property held by the Amarillo Police Department; and

WHEREAS, Section 10-4-23 of the Amarillo Municipal Code also authorizes the Amarillo Police Department to withhold from that annual sale property which could be placed into beneficial use by the Amarillo Police Department; and

WHEREAS, the City Council of the City of Amarillo finds that other City departments could also benefit from the use of certain unclaimed property held by the Amarillo Police Department;

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

SECTION 1. The Amarillo Municipal Code, Chapter 10-4, Article II, Section 10-4-23 be and hereby is amended in part to now read as follows:

Sec. 10-4-23. - Public sale—Authorized; waiting period; date.

- (a) If property belonging to persons unknown remains preserved, stored and unclaimed for a period of three (3) months, a public sale of such unclaimed property shall be held by the Police Department at the annual regular public sale date.
- (b) The Chief of Police is hereby authorized to fix the date of the annual public sale.
- (c) The Chief of Police may withhold from sale property which remains unclaimed after three (3) months and which could be placed into beneficial use by ~~the Police Department~~ any department of the City of Amarillo.

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 25th day of October 2022; and PASSED on Second and Final Reading the 8th day of November 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

Amarillo City Council Agenda Transmittal Memo



AGENDA ITEM NO. 31

Meeting Date	October 25, 2022	Council Priority	Public Safety
Department	Office of Civil Hearings		
Contact	Donna Knight		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8030

Agenda Item Summary

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

Requested Action

Approval of ordinance 7765.

Funding Summary

No funding source is needed.

Community Engagement Summary

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

Staff Recommendation

Staff recommends approval of the amendments to Chapter 16-5.

ORDINANCE NO. 8030

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 16-5; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING CIVIL PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, studies show that timed parking for a fee encourages parking space turnover, thereby increasing the amount of individuals that can access parking within a given period of time, while also increasing businesses' access to available parking spaces.

WHEREAS, the City Council desires to amend timed parking for a fee within a designated area of the Central Business District by authorizing a thirty (30) minute free parking period prior to payment being required and adding new holiday exemptions;

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

SECTION 1. Section 16-5-6 of the Amarillo Municipal Code is hereby amended to read as follows:

Sec. 16-5-6. - Fee due for parking vehicle; form of payment.

(a) [NO TEXT CHANGE]

(b). ~~The required fee to be paid for parking in a paid parking space or zone is one dollar (\$1.00) per hour or portion thereof.~~ There will be no charge for initial thirty (30) minutes in a paid parking space or zone, thereafter the required fee to be paid for parking in a paid parking space or zone is one dollar (\$1.00) per hour or portion thereof. An individual is only able to park in one (1) paid parking space or zone per an eight (8) hour period with no charge during a calendar day.

(c) – (i) [NO TEXT CHANGE]

SECTION 2. Section 16-5-7 of the Amarillo Municipal Code is hereby amended to read as follows:

Sec. 16-5-7. EXEMPTIONS.

(a) [NO TEXT CHANGE]

(b) Sections 16-5-5 (Time Limits on Paid Parking) and 16-5-6 (Fee Due for Parking) do not apply:

(1) On the following days each year: New Years Day; MLK Day; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving and the day after; and Christmas Eve and Day;

(2) [NO TEXT CHANGE]

SECTION 3. Section 16-5-24 of the Amarillo Municipal Code is hereby amended to read as follows:

Sec. 16-5-24. - Application; amendments; transfer.

(1) – (5) [NO TEXT CHANGE]

(6) Proof of the minimum insurance required by Section 16-5-2930 as amended; and,

(7) [NO TEXT CHANGE]

SECTION 4. 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 5. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 6. Penalty. A violation of this parking ordinance is a civil violation punishable in accordance with Section 1-1-5 of this Code of Ordinances.

SECTION 7. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 25th day of October, 2022; and PASSED on Second and Final Reading the 8th day of November, 2022.

Ginger Nelson, Mayor

ATTEST

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



AGENDA ITEM NO. **3J**

Meeting Date	October 25, 2022	Council Pillar	Fiscal Responsibility
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8031 – AMENDING THE DOWNTOWN PARKING GARAGE FEES
(Contact: Laura Storrs, Assistant City Manager)

This item considers amendments to the daily and hourly downtown parking garage fees.

Agenda Item Summary

This Ordinance amends the daily and hourly downtown parking garage rates to \$11 per day and \$4 per hour.

Requested Action

Approve the Ordinance.

Funding Summary

N/A

Community Engagement Summary

The Amarillo Local Government Corporation Board of Directors met on August 17, 2022 and was presented different scenarios of parking fee structures. The Board voted to recommend the City Council increase the downtown parking garage daily rates from \$7 to \$10 and the hourly rates from \$2 to \$4.

Staff Recommendation

City staff is recommending approval of the Ordinance.

ORDINANCE NO. 8031

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO: REGULATING PARKING WITHIN THE DOWNTOWN PARKING GARAGE; AMENDING PARKING FEES; PROVIDING SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR CRIMINAL PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Downtown Parking Garage, to be operated by the City under an Agreement with the Amarillo Local Government Corporation, shall be available for public parking and for parking pursuant to Agreement with either the City of Amarillo or the Amarillo Local Government Corporation; and

WHEREAS, the City Council finds that it is in the best interests of both public safety and convenience to take each action below related to fees for parking within the Downtown Parking Garage;

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

SECTION 1. That the following fees for public parking in the Downtown Parking Garage are hereby AMENDED as follows:

DOWNTOWN PARKING GARAGE PARKING DAILY RATES

<u>Period</u>	<u>Rate</u>	<u>Rate incl. Tax</u>
0 - 2 Hour	\$3.70	\$4.00
Each Additional 2 Hour	\$3.70	\$4.00
Maximum Per Day	\$10.16	\$11.00

PARKING PROVIDED UNDER AGREEMENT WITH LGC OR CITY

- (1) Monthly Lease: \$25.00 per work-week (M-F, between hours of 7:00 am and 6:00 pm), \$1,300.00 annually with 12 month lease;
- (2) Full Access Lease (24-hours, 7-day a week access): \$30.00 per week, \$1,500.00 annually with 12 month lease; or
- (3) As provided in the Agreement.

** The above rates include Tax.

EVENT PARKING RATES

- (1) \$11.00 TO \$17.00 per day, as determined by CITY garage operator for each event.

** The above rates include Tax.

Notes: (1) Sales tax currently at 8.25%,
(2) Customers with valid handicapped license plates do not pay for parking,
(3) Rates are set so the customer can pay with minimal use of change, avoiding pennies, after tax is applied.

SECTION 2. That fees for parking provided under an Agreement between either the City of Amarillo or the Amarillo Local Government Corporation and a person, firm or corporation, shall be charged and paid at such rates as are provided in such Agreement.

SECTION 3. That should any part of this ordinance conflict with any other ordinance, then such other ordinance is repealed to the extent of the conflict with this ordinance.

SECTION 4. That should any word, phrase, or part of this ordinance be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 5. Penalty. Upon conviction for a violation of this ordinance, the offender shall be subject to fine or other penal or civil sanctions as prescribed in Section 1-1-5 or as otherwise provided by law.

SECTION 6. Publication and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 25th day of October, 2022; and **PASSED** on Second and Final Reading the 8th day of November, 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 25, 2022	Council Priority	Public Safety
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Department	Police Department	Contact Person	Chief Martin Birkenfeld
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Agenda Caption

CONSIDER AWARD - WRECKER SERVICES

Agenda Item Summary

This agenda item awards a contract to T-Miller for wrecker services related to abandoned, impounded, junked, and disabled vehicles related to all City operations, including but not limited to public safety and emergency incidents and further authorizes the City Manager to finalize and execute an agreement with the T-Miller for the same.

Requested Action

Approval for City Manager to execute an agreement for wrecker services with T-Miller.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented.