

AMARILLO CITY COUNCIL REGULAR MEETING VIA VIDEO CONFERENCE NOTICE IS HEREBY GIVEN IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020.

A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, OCTOBER 13, 2020 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS BY VIDEO CONFERENCE (IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS ALSO CALLED “SOCIAL DISTANCING” TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19)). THERE WILL BE NO PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE.

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

This Agenda, and the Agenda Packet, are posted online at:
<https://www.amarillo.gov/city-hall/city-government/city-council>

The video meeting is hosted through Zoom. The meeting is broadcast on the City’s website at: www.amarillo.gov. The Zoom link to join the meeting is: <https://amarillo.zoom.us/j/330267295> and the conference bridge number for Zoom is: Telephone # 4086380968 when prompted for meeting ID enter: 330267295#. All callers will be muted for the duration of the meeting.

This meeting will be recorded and the recording will be available to the public in accordance with the Open Meetings Act upon written request.

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: Rev. Herman Moore, Carter Chapel Primitive Baptist Church

PROCLAMATIONS: “Emergency Nurses Week”
“Dyslexia Awareness Month”

ANNOUNCEMENTS: New Employees and Promotions

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 8:00 a.m. until Tuesday 12:45 p.m. at <https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-registration-form> or by calling the City Secretary’s office at (806) 378-3014. Please call in at 1:00 p.m. at Telephone # 4086380968 when prompted for meeting ID enter: 330267295#.

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. Coronavirus Update;
 - C. Amarillo Hardware Acquisition Timeline;
 - D. Task Force for Greatness Update;
 - E. Update on Parks & Recreation Master Plan;
 - F. Update on Confederate Statue;
 - G. State of the City Update; and
 - H. Request future agenda items and reports from City Manager.

2. **CONSENT ITEMS:**

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

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

A. **CONSIDER APPROVAL – MINUTES:**

Approval of the City Council minutes for the regular meeting held on September 22, 2020 and the work sessions held on September 29, 2020 and October 6, 2020.

B. **CONSIDERATION OF ORDINANCE NO. 7885:**

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

This item is the second and final reading to consider an ordinance vacating a 20 foot alley adjacent to Lots 3, 8, and 9, and a 30 foot alley adjacent to Lots 3, and 4, all in Block 10, Sunrise Addition Unit No. 2, and dedication of a Public Ingress/Egress Easement all in Section 123, Block 2, A.B.&M. Survey, Potter County, Texas. (Vicinity: Eastern Street and Interstate 40.)

C. **CONSIDERATION OF ORDINANCE NO. 7886:**

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

This item is the second and final reading to consider an ordinance rezoning a 17.03 acre tract of unplatted land in Section 65, 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 Residential District 3. (Vicinity: Heritage Hills Parkway and Tradition Parkway.)

D. **CONSIDERATION OF ORDINANCE NO. 7887:**

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

This item is the second and final reading to consider an ordinance rezoning Lots 11 through 14, Block 36, Lots 7 through 10 and 14 through 17, Block 37, and Lots 6 through 9, Block 38, all in The Colonies Unit No. 72, in Section 40, 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 1 and Planned Development District 378 to Amended Planned Development District 378A for increased lot coverage and a reduction to the front yard setback. (Vicinity: Liberty Circle N and Wesley Road.)

E. **CONSIDER AWARD -- CITY OF AMARILLO BUILDING 602 (ARDEN CO + BELL HELICOPTER) FIRE SUPPRESSION SYSTEM UPGRADES AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**

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

Awarded to A-1 National Fire Co, LLC -- \$79,000.00

This project involves the removal and replacement of thirteen (13) new wall post indicator valves and five (5) PIV indicator valves adjacent to and around Building 602. The original valves have exceeded their useful service life and allow water to leak by, causing issues with the fire suppression system.

F. **CONSIDER AWARD – RECONSTRUCTION OF TAXIWAY PAPA 4 AND TAXIWAY JULIET AT THE RICK HUSBAND INTERNATIONAL AIRPORT:**

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

This project is 100% funded by the FAA Grant approved by Council at the September 22, 2020 meeting. The CARES Act changed the FAA funding of this project from 90% to 100%.

Awarded to Interstate Highway Construction, Inc.

Total Base Bid Amount: \$8,594,488.71

Bid Alternate No. 1: \$308,964.74

(Remove and Replace Runway 4/22 Pavement Markings)

Bid Alternate No. 2: \$(94,063.41)

(Taxiway Papa 4 Recycled Concrete Aggregate Base Course)

Bid Alternate No. 3: \$(65,434.72)

(Taxiway Juliet Recycled Concrete Aggregate Base Course)

Total Bid Amount: \$8,743,955.32

This project involves the construction of Taxiway Papa 4 moving it to the North of its current location. The old taxiway will subsequently be demolished. Taxiway Juliet will be demolished and reconstructed at its current location. Elements include replacement of existing pavements (Portland Concrete Cement and HMA), site grading, PCC pavement construction, HMA shoulder construction, airfield electrical and drainage improvements for both taxiways, vegetation installation, and taxiway pavement markings.

G. **CONSIDER AWARD -- INTERLOCAL AGREEMENT WITH EDUCATION SERVICE CENTER REGION 19 – ALLIED STATES COOPERATIVE:**

(Contact: Trent Davis, Purchasing Agent)

This item is to award an Interlocal Agreement with Education Service Center Region 19 – Allied States Cooperative. This agreement will allow the City of Amarillo to purchase from vendors that have been awarded a contract from Region 19.

H. **CONSIDER AWARD – REMOTE READ WATER METERS:**

(Contact: Trent Davis, Purchasing Agent)

Core & Main -- \$238,755.94

These items are to consider for purchase of the annual remote read water meters supply agreement.

I. **CONSIDER APPROVAL – FY2020 EMPG GRANT AWARD:**

(Contact: Chip Orton, Director of Emergency Management)

This item is consideration of FY2020 EMPG Grant Award (Grant No. EMT-2020-EP-00004) between the City of Amarillo and the Texas Division of Emergency Management. This award will add \$49,220.42 in FY2021 funding to the City of Amarillo.

J. **CONSIDER APPROVAL – CHANGE ORDER #6 REHABILITATION OF SOUTHEAST 34TH AVENUE FROM GRAND STREET TO EASTERN STREET FY 16/17 – FY 20/21 COMMUNITY INVESTMENT PROGRAM, PROPOSITION 1:**

(Contact: Matt Thomas, City Engineer)

Holmes Construction -- \$7,690.75

Original Contract \$2,549,949.89

Previous Change Orders \$210,506.77

This Change Order \$7,690.75

Revised Contract \$2,768,147.41

This item is to consider approval of changes to the construction contract for Rehabilitation of Southeast 34th Avenue from Grand Street to Eastern Street.

- K. **CONSIDER APPROVAL -- CONTRACT WITH JAN MUNCH-SOEGAARD TO SERVE AS THE HEAD TENNIS PROFESSIONAL AT THE AMARILLO NATIONAL TENNIS CENTER:**
(Contact: Michael Kashuba, Director of Parks and Recreation)
Total amount of agreement - \$50,000 annually
This item is a contract with Jan Munch-Soegaard to serve as the Head Tennis Professional at the Amarillo National Tennis Center. The contract includes a 5-year term (The term expires September 30, 2025).
- L. **CONSIDERATION APPROVAL -- LEASE AGREEMENT WITH THE AMARILLO CHAMBER OF COMMERCE INC.:**
(Contact: Floyd Hartman, Assistant City Manager Development Services)
Consider renewal of office and storage space lease to the Amarillo Chamber of Commerce Inc. at 1000 South Polk Street. Recent changes are such that the Chamber and the Convention and Visitors Bureau leases are separate. This lease is specifically for the areas the Chamber utilizes.
- M. **CONSIDERATION APPROVAL -- AGREEMENT FOR ACCOUNTING AND INVESTMENT AND MANAGEMENT INFORMATION SERVICES WITH THE AMARILLO CHAMBER OF COMMERCE INC.:**
(Contact: Floyd Hartman, Assistant City Manager Development Services)
This item considers replacement of fiscal services agreement with the Amarillo Chamber of Commerce Inc. Recent changes are such that the Chamber and the Convention and Visitors Bureau (CVB) were separated. This agreement is specifically for the services the Chamber utilizes and removes the services for the CVB.
- N. **CONSIDER AMENDMENT -- COMMERCIAL CONTRACT FOR SALE OF CITY OWNED PROPERTY – APPROXIMATELY 1.1364 ACRES OF LAND LOCATED ADJACENT TO THE SOUTHEAST CORNER OF 34TH AVENUE AND OSAGE STREET, AMARILLO, TEXAS:**
(Contact Andrew Freeman, Managing Director - Planning and Development Services)
This item authorizes the City Manager to execute a contract amendment for the sale of 1.1364 acres of land located adjacent to the southeast corner of 34th Avenue and Osage Street.
- O. **CONSIDER APPROVAL – CONTRACT NO. 2 PROFESSIONAL SERVICES AGREEMENT – REHABILITATION IMPROVEMENTS AT RIVER ROAD WASTEWATER RECLAMATION FACILITY:**
(Contact: Matthew Thomas, City Engineer)
Awarded to CH2M Hill Engineers, Inc. -- \$210,194.00
This item is to consider approval of the professional services agreement. Contract No. 2 Professional Services Agreement with CH2M Hill Engineers, Inc. which increases the scope of work to: 1) provide construction phase services, 2) design the replacement of the existing flare and, 3) add control panel and timer controls to coordinate operation of the pumps for the mixing system for each of the digesters. CH2M Hill was selected under RFQ 12-17 of prequalified Professional Services Contracts per City of Amarillo Purchasing Procedures.
- P. **CONSIDER PURCHASE – ASPHALTIC EMULSION CHFRS-2P:**
(Contact: Chris Mitchell, Street Superintendent)
Awarded to Ergon Asphalt & Emulsion, Inc. – \$90,000.00
This item awards a contract for the purchase of CHFRS-2P emulsion used by the Street Division to seal cracks in paved streets from November through March.

- Q. **CONSIDER PURCHASE – B-4 AGGREGATE:**
(Contact: Chris Mitchell, Street Superintendent)
Awarded to L.A. Fuller & Sons Construction, Ltd. – \$783,125.00
This item awards a contract for the purchase of pre-coated B-4 aggregate used by the Street Division during the summer for sealcoating of paved streets.
- R. **CONSIDER APPROVAL – DEDICATION FOR PUBLIC RIGHT-OF-WAY:**
(Contact Andrew Freeman, Managing Director - Planning and Development Services)
This item is a dedication of a 1.26 acre tract of land for public right-of-way purposes adjacent to Lot 1, Block 2, Lot 1, Block 3, and Lot 1, Block 1, Corrected Southgate Subdivision, an addition to the City of Amarillo, in Section 31, Block 9, B.S.&F. Survey, Randall County, Texas. Grantor: Attebury Elevators LLC (Vicinity: Interstate 27 and Bell St.)
- S. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENTS:**
(Contact: Andrew Freeman, Managing Director - Planning and Development Services)
1) This item considers an Aviation Clear Zone Easement being 4,700 feet above mean sea level above the plat of South Georgia Place Unit No. 34, an addition to the City of Amarillo, being an unplatted tract of land in Section 183, Block 2, A.B.& M. Survey, Randall County, Texas.
2) This item considers an Aviation Clear Zone Easement, being 4,850 feet above mean sea level above the plat of South Georgia Place Unit No. 35, an addition to the City of Amarillo, being an unplatted tract of land in Section 183, Block 2, A.B.& M. Survey, Randall County, Texas.

3. **NON-CONSENT ITEMS:**

- A. **CONSIDER RESOLUTION – DISCUSSION AND CONSIDERATION OF A RESOLUTION CONFIRMING AND CONTINUING THE MAYOR’S SIXTH AMENDED DECLARATION OF DISASTER:**
(Contact: Bryan McWilliams, City Attorney)
This resolution allows for the renewal of the Mayor’s Sixth Amended Declaration of Disaster for the City of Amarillo, Texas and continues the local state of disaster pursuant to Section 418.108(b) of the Texas Government Code.
- B. **CONSIDER REVIEW AND APPROVAL OF THE MAJOR MEDICAL RFP #08-20 FOR FULLY INSURED BENEFIT PLANS, AND OTHER BENEFIT SERVICES BEGINNING CY2021:**
(Contact: Mitchell Normand, Human Resources Director)
The Human Resources Employee Benefits Division released an RFP for administration of several benefit plans for Vision, Life Insurance, Employee Assistance Program (EAP), Section 125 Plan Administration for Flexible Spending Accounts (FSA) and Health Spending Accounts (HSA), Voluntary Long-Term Disability (LTD), COBRA and FMLA. The top respondents are as follows: Vision – The Standard Insurance Company (“The Standard”), Life Insurance – The Standard, EAP – Deer Oaks EAP Services, LLC, Section 125 Plan Administration – Application Software, Inc. dba ASIFlex, LTD – The Standard, COBRA – Sterling Health Services, Inc. dba Sterling Administration, and FMLA – UMR, Inc.
- C. **CONSIDER REVIEW AND APPROVAL OF THE MAJOR MEDICAL RFP #08-20 FOR MEDICAL AND PHARMACY BEGINNING CY2021:**
(Contact: Laura Storrs, Assistant City Manager)
The Human Resources Employee Benefits Division released an RFP for administration of Medical and Pharmacy Benefits. The top respondents are as follows: Medical – Aetna Life Insurance Company and Pharmacy – CVS Pharmacy.

D. **DISCUSS AND CONSIDER APPROVAL – RE-STATED LEASE BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND MWI VETERINARY SUPPLY CO.:**

(Contact: Kevin Carter, President and CEO)

MWI Veterinary Supply Company is looking to expand its existing Amarillo footprint. They currently operate in a 69,000 sq ft AEDC owned facility in the Centerport Business Park. This agreement would allow for an expansion of their existing building and construction of a new building. Highlights of the project include:

- 6,000 sq. ft. new building to be built at the NE Corner of their property
- 5,000 sq. ft. mezzanine to be built in their current building
- \$1,040,000 in construction cost paid by AEDC with a 2% interest rate and 15 year amortization
- New Lease would be for 10 years, with two additional 5-year renewal options
- New Lease payment would be \$42,886.57 per month

AEDC will pay to construct and expand the property that MWI Veterinary Supply Company up to \$1,040,000. MWI will lease facility for 10-years minimum with two additional optional renewal periods.

Based on the level of additional full-time jobs created, and projected payroll, the AEDC Board of Directors approved the re-stated lease on September 20, 2020 with a 5-0 vote.

E. **DISCUSS AND CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT – BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND MWI VETERINARY SUPPLY CO.:**

(Contact: Kevin Carter, President and CEO)

MWI Veterinary Supply Company is looking to expand its existing Amarillo footprint. They currently operate in a 69,000 sq ft AEDC owned facility. Highlights of the project include:

- 50 additional employees projected
- \$65,000 annual average wage equal to \$3,250,000 new payroll projected
- Job Incentive of \$750,000 equal to \$15,000 per job paid out over a 10-year period

AEDC will provide MWI Veterinary Supply Company \$750,000 for the creation of up to 50 FTE's with an average salary of \$65,000. These funds will be paid out over a 10-year term as they perform.

Based on the level of additional full-time jobs created, and projected payroll, the AEDC Board of Directors approved the LIA on September 20, 2020 with a 5-0 vote. The level of incentive is in line with criteria found in Council approved comprehensive guidelines and criteria for economic development.

4. **EXECUTIVE SESSION:**

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

- 1) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position:
 - (a) Purchase of real property located in the northeast quadrant of the City of Amarillo.

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

Posted this 9th day of October 2020.

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

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

Archived meetings are also available.

A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO



On the 22nd day of September 2020, the Amarillo City Council met at 1:00 p.m. for a regular session meeting held via conference and in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
MAYOR PRO TEM/COUNCILMEMBER NO. 4

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

JARED MILLER
KEVIN STARBUCK
FLOYD HARTMAN
LAURA STORRS
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
ASSISTANT CITY MANAGER
ASSISTANT CITY MANAGER
CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
CITY SECRETARY

The invocation was given by Davlyn Duesterhaus, BSA Chaplain.

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

PUBLIC ADDRESS: There were no comments.

ITEM 1:

- A. Review agenda items for regular meeting and attachments;
- B. Coronavirus Update;
- C. Update and Discussion on Cross-Bar Ranch; and
- D. Request future agenda items and reports from City Manager.

CONSENT ACTION ITEMS:

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

A. **MINUTES:**

Approval of the City Council minutes for the regular and special meetings held on September 8, 2020 and regular meeting held on September 15, 2020.

B. **CONSIDERATION OF ORDINANCE NO. 7873 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)
An assessment against each parcel of property in the Heritage Hills Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Heritage Hills PID Advisory Board met July 14, 2020 to review the proposed FY 2020/21 budget and service plan. The Heritage Hills PID budget projects total maintenance and operation expenses for FY 2020/21 to be \$92,676. The Board recommends maintaining property owner assessment rates of \$0.08 per square foot. This will result in assessments totaling \$404,204. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Heritage Hills PID. Attached are the Heritage Hills Public Improvement District Fiscal Year 2020/21 budget, service plan, and associated ordinance and exhibit.

C. **CONSIDERATION OF ORDINANCE NO. 7874 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE TOWN SQUARE PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Town Square Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Town Square PID Advisory Board met July 14, 2020 to review the proposed FY 2020/21 budget and service plan. The Town Square PID budget projects total maintenance and operation expenses for FY 2020/21 to be \$83,175. The Board recommends property owner assessment rates remain at \$0.1111 per square foot. This will result in assessments totaling \$166,164. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Town Square PID. Attached are the Town Square Public Improvement District Fiscal Year 2020/21 budget, service plan, and associated ordinance and exhibit.

D. **CONSIDERATION OF ORDINANCE NO. 7875 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE POINT WEST PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Point West Public Improvement District (PID), which is allocated based on the percentage of total square footage owned within the PID, must be approved on an annual basis. The Point West PID Advisory Board met on July 16, 2020 to review the proposed FY 2020/21 budget and service plan. The Point West PID budget projects total maintenance and operation expenses for FY 2020/21 to be \$53,626. The Board believes that last year's assessment rate is adequate and recommends no assessment increase for the 2020/21 budget and service plan. As mentioned above, the current assessment level remains adequate for all expenses and operating reserve and totals \$52,007.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Point West PID. Attached are the Point West Public Improvement District Fiscal Year 2020/21 budget, service plan, and associated ordinance and exhibit.

E. **CONSIDERATION OF ORDINANCE NO. 7876 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE VINEYARDS PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Vineyards Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Vineyards PID Advisory Board met July 9, 2020 to review the proposed FY 2020/21 budget and service plan. The Vineyards PID budget projects total maintenance and operation expenses for FY 2020/21 to be \$10,214. The Board recommends keeping property owner assessment rates at \$50 per lot. This will result in assessments totaling \$10,450. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Vineyards PID. Attached are the Vineyards Public Improvement District Fiscal Year 2020/21 budget, service plan, and associated ordinance and exhibit.

F. **CONSIDERATION OF ORDINANCE NO. 7877 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE QUAIL CREEK PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Quail Creek Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Quail Creek PID Advisory Board met July 8, 2020 to review the proposed FY 2020/21 budget and service plan. The Quail Creek PID budget projects total maintenance and operation expenses for FY 2020/21 to be \$10,836. The Board recommends keeping property owner assessment rates at \$350 per lot. This will result in assessments totaling \$10,150. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Quail Creek PID. Attached are the Quail Creek Public Improvement District Fiscal Year 2020/21 budget, service plan, and associated ordinance and exhibit.

G. **CONSIDERATION OF ORDINANCE NO. 7878 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE TUTBURY PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Tutbury Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Tutbury PID Advisory Board met July 22, 2020 to review the proposed FY 2020/21 budget and service plan. The Tutbury PID budget projects total maintenance and operation expenses for FY 2018/19 to be \$15,928. The Board recommends keeping property owner assessment rates at \$679 per lot. This will result in assessments totaling \$16,296. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Tutbury PID. Attached are the Tutbury Public Improvement District Fiscal Year 2020/21 budget, service plan, and associated ordinance and exhibit.

H. **CONSIDERATION OF ORDINANCE NO. 7879 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE COLONIES PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Colonies Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Colonies PID Advisory Board met July 30, 2020 to review the proposed FY 2020/21 budget and service plan. The Colonies PID budget projects total maintenance, operation and debt service expenses for FY 2020/21 to be \$998,337. The Board recommended unanimously to maintaining the property owner assessment rates at \$0.10 per square foot. This will result in assessments totaling \$1,030,841. This decision was made in order to continue to cover all operating costs as well as an additional \$66,830 annual debt service payment.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Colonies PID. Attached are the Colonies Public Improvement District Fiscal Year 2020/21 budget, service plan, and associated ordinance and exhibit.

I. **CONSIDERATION OF ORDINANCE NO. 7880 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE GREENWAYS PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Greenways Public Improvement District (PID), determined by the placement of the lot within the neighborhood, must be approved on an annual basis. The Greenways PID Advisory Board met July 17, 2020 to review the proposed FY 2020/21 budget and service plan. The Greenways PID budget projects total maintenance, operation and debt service expenses for FY 2020/21 to be \$1,705,283. The Board recommends maintaining property owner assessment rates at \$750 for type A lots, \$625 for type B lots, \$900 for type D lots, and \$1,875 per acre for commercial property. This will result in assessments totaling \$671,219. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Greenways PID. Attached are the Greenways Public Improvement District Fiscal Year 2020/21 budget, service plan, and associated ordinance and exhibit.

J. **CONSIDERATION OF ORDINANCE NO. 7881 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE PINNACLE PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Pinnacle Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Pinnacle PID Advisory Board met July 15, 2020 to review the proposed FY 2020/21 budget and service plan. The Pinnacle PID budget projects total maintenance, operation and administration expenses for FY 2020/21 to be \$54,040. The Board recommended unanimously to have property owner assessment rates at \$0.07 per square foot. This will result in assessments totaling \$85,823. This decision was made in order to continue to cover all operating and administrative costs.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Pinnacle PID. Attached are the Pinnacle Public Improvement District Fiscal Year 2020/21 budget, service plan, and associated ordinance and exhibit.

K. **CONSIDERATION OF ORDINANCE NO. 7882 TO CONSIDER ANNEXATION OF BEACON POINTE ANNEXATION:**

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

This item is the second and final reading of an ordinance annexing into the City of Amarillo, Potter and Randall County, Texas, on petition of property owner, territory generally described as a 330.26 acre tract of land located in Section 2, Block 9, B.S.&F. Survey, Randall County, Texas and Section 2, Block 2, J. Poitevent Survey, Randall County, Texas. Vicinity: Western Street and West Sundown Lane. Applicant/s: Perry Williams for PDUB Land Holdings, LTD.

- L. **CONSIDER APPROVAL – AMENDMENT #6 TO CONTRACT #CP1704:**
(Contact: Chip Orton, Director of Emergency Management)
This item is consideration of Amendment No. 6 of Contract No. CP1704 between the City of Amarillo and Texas Comptroller of Public Accounts, State Energy Conservation Office related to the Pantex Program and the Agreement in Principle between the State of Texas and the U.S. Department of Energy. This amendment will add \$297,094 in FY2021 funding to the City of Amarillo.
- M. **CONSIDER APPROVAL – INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO AND POTTER-RANDALL EMERGENCY COMMUNICATIONS DISTRICT (GRANT AGREEMENT):**
(Contact: Sam Baucom, Deputy Fire Chief)
This item is an interlocal agreement between the City of Amarillo and the Potter-Randall Emergency Communications District to provide grant funding. The district will provide the City \$38,740 for improvements to the Amarillo Emergency Communications Center (AECC).
- N. **CONSIDER APPROVAL – LEASE AGREEMENT WITH THE AMARILLO CONVENTION AND VISITORS BUREAU (CVB):**
(Contact: Floyd Hartman, Assistant City Manager Development Services)
This item is office and storage space lease from the City to the CVB. A five-year agreement with a five-year renewable.
- O. **CONSIDER APPROVAL – AGREEMENT BETWEEN THE CITY OF AMARILLO AND THE AMARILLO CONVENTION AND VISITORS BUREAU (CVB):**
(Contact: Floyd Hartman, Assistant City Manager Development Services)
This agreement authorizes the CVB to spend hotel occupancy tax funds.
- P. **CONSIDER AWARD – ANNUAL CONTRACT FOR ADVERTISING REQUIREMENTS FOR VARIOUS DEPARTMENTS:**
(Contact: Trent Davis, Director of Purchasing)
Amarillo Globe News & Morris Communications – amount not to exceed \$211,957.16
This item approves the annual contract to Amarillo Globe News & Morris Communications for advertising requirements for various departments.
- Q. **CONSIDER AWARD – WATER METERS SUPPLY AGREEMENT:**
(Contact: Trent Davis, Director of Purchasing)
Award to Core & Main, LP \$104,786.30
Award to Zenner USA \$12,000.00
 \$116,786.30
This item considers approval and award for the Water Meters Supply Agreement.
- R. **CONSIDER AWARD – CONSTRUCTION AT WIC (411 SOUTH AUSTIN STREET):**
(Contact: Margaret Payton, WIC Director)
Panhandle Steel Building, Inc. -- \$129,782.62
This is the construction contract to Panhandle Steel Buildings, Inc. on a Buy Board contract for the construction of the new reception area, new counter tops for each clinic room, and refinish/stain fifty-three pre-existing swinging doors at 411 South Austin Street. This project is state funded.
- S. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This item considers an Aviation Clear Zone Easement, being 3,750 feet above mean sea level above the plat of Palomas East Unit No. 1, a suburban subdivision to the City of Amarillo, being a unplatted tract of land in Section 17, Block 2, A.B.&M. Survey, Potter County, Texas.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

NON-CONSENT ITEMS:

ITEM 3A: Mayor Pro Tem Smith presented the first reading of an ordinance vacating a 20 foot alley adjacent to Lots 3, 8, and 9, and a 30 foot alley adjacent to Lots 3, and 4, all in Block 10, Sunrise Addition Unit No. 2, and dedication of a Public Ingress/Egress Easement all in Section 123, Block 2, A.B.&M Survey, Potter County, Texas. (Vicinity: Eastern Street and Interstate 40.) This item was presented by Andrew Freeman, Managing Director - Planning and Development Services. Mayor Pro Tem Smith opened a public hearing. There were no comments. Mayor Pro Tem Smith closed the public hearing. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Hays:

ORDINANCE NO. 7885

AN ORDINANCE TO THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR AN ALLEY IN THE VICINITY OF EASTERN STREET AND INTERSTATE 40 ACCESS ROAD, POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED ALLEY; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO ABUTTING LANDOWNERS; PROVIDING A REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3B: Mayor Pro Tem Smith presented the first reading of an ordinance rezoning a 17.03 acre tract of unplatted land in Section 65, 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 Residential District 3. (Vicinity: Heritage Hills Parkway and Tradition Parkway.) This item was presented by Andrew Freeman, Managing Director - Planning and Development Services. Mayor Pro Tem Smith opened a public hearing. There were no comments. Mayor Pro Tem Smith closed the public hearing. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Sauer:

ORDINANCE NO. 7886

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 HERITAGE HILLS PARKWAY AND TRADITION PARKWAY, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3C: Mayor Pro Tem Smith presented the first reading of an ordinance rezoning Lots 11 through 14, Block 36, Lots 7 through 10 and 14 through 17, Block 37, and Lots 6 through 9, Block 38, all in The Colonies Unit No. 72, in Section 40, 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 1 and Planned Development District 378 to Amended Planned Development District 378A for increased lot coverage and a reduction to the front yard setback. (Vicinity: Liberty Circle N and Wesley Road.) This item was presented by Andrew Freeman, Managing Director - Planning and Development Services. Mayor Pro Tem Smith opened a public hearing. There were no comments. Mayor Pro Tem Smith closed the public hearing. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Hays:

ORDINANCE NO. 7887

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 LIBERTY CIRCLE NORTH AND WESLEY ROAD, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE;

PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3D: Mayor Pro Tem Smith presented a resolution approving the 2020/2021 Budget for the Amarillo-Potter Events Venue District. This budget is funded through a 5% car rental tax and a 2% hotel occupancy tax. The Amarillo-Potter Events Venue District operates and maintains voter approved entertainment venues within the City. This budget is recommended for approval by the Amarillo Potter Events Venue District Board. This item was presented by Laura Storrs, Assistant City Manager. Motion was made by Councilmember Powell that the following captioned resolution be passed, seconded by Councilmember Sauer:

RESOLUTION NO. 09-22-20-1

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: ADOPTING THE BUDGET AMENDMENT OF THE AMARILLO POTTER EVENT VENUE DISTRICT FOR THE FISCAL YEAR OCTOBER 1, 2020, TO SEPTEMBER 30, 2021.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3E: Mayor Pro Tem Smith presented a resolution approving the 2020/2021 fiscal year budget and associated program of services for the Amarillo Hospital District (AHD). This budget is recommended for approval by the Amarillo Hospital District Board of Managers. This item was presented by Laura Storrs, Assistant City Manager. Motion was made that the following captioned resolution be passed by Councilmember Powell, seconded by Councilmember Sauer:

RESOLUTION NO. 09-22-20-2

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: ADOPTING THE BUDGET OF THE AMARILLO HOSPITAL DISTRICT FOR THE FISCAL YEAR OCTOBER 1, 2020, TO SEPTEMBER 30, 2021.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3F: Mayor Pro Tem Smith presented a resolution approving the 2020/2021 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One. This budget is recommended for approval by the TIRZ #1 Board of Directors. This item was presented by Andrew Freeman, Director of Planning and Development Services. Motion was made that the following captioned resolution be passed by Councilmember Powell, seconded by Councilmember Sauer:

RESOLUTION NO. 09-22-20-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ADOPTING THE BUDGET OF THE TAX INCREMENT REINVESTMENT ZONE NO. 1, CITY OF AMARILLO FOR THE FISCAL YEAR OCTOBER 1, 2020, TO SEPTEMBER 30, 2021.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3G: Mayor Pro Tem Smith presented a resolution approving the 2020/2021 fiscal year budget for the Tax Increment Reinvestment Zone Number Two (East Gateway TIRZ). This budget is recommended for approval by the TIRZ #2 Board of Directors. This item was presented by Andrew Freeman, Director of Planning and Development Services. Motion was made that the following captioned resolution be passed by Councilmember Powell, seconded by Councilmember Hays:

RESOLUTION NO. 09-22-20-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ADOPTING THE BUDGET OF THE TAX INCREMENT REINVESTMENT ZONE NO. 2, CITY OF AMARILLO

FOR THE FISCAL YEAR OCTOBER 1, 2020, to SEPTEMBER 30, 2021.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3H: Mayor Pro Tem Smith presented a resolution approving the 2020/2021 budget for the Amarillo Economic Development Corporation. The Amarillo Economic Development Corporation's purpose is promoting and developing warehousing, industrial and manufacturing enterprises to promote and encourage employment and the public welfare. This item was presented by Kevin Carter, President, Amarillo Economic Development Corporation. Motion was made that the following captioned resolution be passed by Councilmember Powell, seconded by Councilmember Sauer:

RESOLUTION NO. 09-22-20-5
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: APPROVING
THE PROPOSED OPERATING BUDGET FOR THE FISCAL YEAR
2020-2021 FOR THE AMARILLO ECONOMIC DEVELOPMENT
CORPORATION.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3I: Mayor Pro Tem Smith presented an item considering the approval of a Location Incentive Agreement (LIA) and the Tax Abatement between Amarillo Economic Development Corporation and Panhandle Pure LLC. This item was presented by Kevin Carter, Director, Amarillo Economic Development Corporation. Motion was made that the Location Incentive Agreement (LIA) be approved by Councilmember Powell, seconded by Councilmember Hays.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Mayor Nelson appeared at this time.

ITEM 3J: Mayor Nelson presented an item approving the 2020/2021 budget for the Convention and Visitors Bureau which is funded through a tax levied upon hotel occupancy. This item was presented by Laura Storrs, Assistant City Manager and Kashion Smith, CVB. Motion was made that this item be approved by Councilmember Powell, seconded by Councilmember Smith.

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

ITEM 3K: Mayor Nelson presented a resolution authorizing the City to apply for the Public Works and Economic Adjustment Assistance Program including CARES Act Funding in the amount of \$3,000,000 on behalf of the City of Amarillo. This item was presented by Michael Kashuba, Director of Parks and Recreation. Motion was made that the following captioned resolution be passed by Councilmember Powell, seconded by Councilmember Sauer:

RESOLUTION NO. 09-22-20-6
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO,
TEXAS: AUTHORIZING THE CITY TO APPLY FOR THE PUBLIC
WORKS AND ECONOMIC ADJUSTMENT ASSISTANCE PROGRAM
INCLUDING CARES ACT FUNDING AND AUTHORIZING THE CITY
MANAGER TO ACT AS THE ORGANIZATION'S EXECUTIVE OFFICER
AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING
TO THE CITY'S PARTICIPATION IN THE PROGRAM; PROVIDING AN
EFFECTIVE DATE.

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

ITEM 3L: Mayor Nelson presented an item approving a one (1) year agreement with Center City of Amarillo, Inc. for continued services associated with the preservation, improvement and revitalization of the Central Business District of Amarillo. Two sources of funding are included in the agreement:

- The City will provide \$111,650 for administrative operations.
- The City will provide \$70,000 as matching funds for a Center City facade grant program up to \$20,000 to a business for exterior building improvements.
- The Tax Increment Reinvestment Zone #1 will provide \$100,000 for matching grants up to \$50,000 for streetscape improvements in the City's right of way.

This item was presented by Andrew Freeman, Planning and Development Services and Beth Duke, Center City. Motion was made by Councilmember Powell to approve this item, seconded by Councilmember Hays.

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

ITEM 3M: Mayor Nelson presented a resolution approves the 2020/2021 budget for the Convention and Visitors Bureau which is funded through a tax levied upon hotel occupancy. This item was presented by Floyd Hartman, Assistant City Manager. Motion was made that the following captioned resolution be passed by Councilmember Powell, seconded by Councilmember Smith:

RESOLUTION NO. 09-22-20-7

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: APPROVING EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE BY THE AMARILLO CONVENTION AND VISITORS BUREAU, INC. FOR THE FISCAL YEAR OCTOBER 1, 2020 TO SEPTEMBER 30, 2021.

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

ITEM 3N: Mayor Nelson presented an item considering award of the construction contract related to Colonies Public Improvement District (PID) improvements within the Colonies, Unit 72 development. The proposed improvements are to be constructed along a portion of Aberdeen Parkway and the western termination point of Continental Parkway. Improvements include landscaping, sod, concrete walking trails, court area with obelisk, and specialty lighting. All improvements will be constructed to applicable City standards. This item was presented by Floyd Hartman, Assistant City Manager. Motion was made that this item be approved by Councilmember Powell, seconded by Councilmember Smith.

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

ITEM 3O: Mayor Nelson presented an item considering a contract award to SAMES, Inc. for the construction and installation of the transit bus shelters and amenities. The contractor will order shelters in accordance with FTA regulations and Transit Department design specifications. The Contractor will begin installation of shelters with the thirteen sites in base proposed sites. The Transit Department will consider alternate sites based on availability of funding and direct the contractor construct and install additional shelters. This item was presented by Chris Quigley, Assistant Transit Director. Motion was made that this item be approved by Councilmember Powell, seconded by Councilmember Hays.

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

ITEM 3P: Mayor Nelson presented an item to purchase syringes. This item was presented by Casie Stoughton, Director of Public Health. Motion was made that this item be approved by Councilmember Powell, seconded by Councilmember Sauer.

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

ITEM 3Q: Mayor Nelson stated there were several appointments needed for boards and commissions. Motion was made by Councilmember Powell to approve the board appointments by acclamation. Elaine Hays (Councilmember) (1-year term), Phyllis Nickum (Entertainment) (3-year term), Bobby Lee (Entertainment) (2-year term), Vic Ragha (Hotelier) (3-year term), Payal Nathu (Hotelier) (1-year term), Christy King (Hotelier) (2-year term), Angela Knapp (At-Large) (1-year term), Jason Fenton (At-Large) (3-year term), and Diane Baker (At-Large) (2-year term), to the Convention and Visitors Bureau, seconded by Councilmember Hays.

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

ITEM 3R: Mayor Nelson stated she would ask Councilmember Powell to present the procedure and process for creating the Task Force for Greatness Board. Councilmember Powell stated they had collectively collected 17 names and would ask the City Manager's office to ask the individuals if they would be willing to serve.

Mayor Nelson adjourned the meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 29th day of September 2020, the Amarillo City Council met at 1:00 p.m. for a work session meeting held via conference and in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
MAYOR PRO TEM/COUNCILMEMBER NO. 4

Absent was Eddy Sauer, Councilmember No. 3. Also in attendance were the following administrative officials:

JARED MILLER
KEVIN STARBUCK
FLOYD HARTMAN
LAURA STORRS
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
ASSISTANT CITY MANAGER
ASSISTANT CITY MANAGER
CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
CITY SECRETARY

The invocation was given by Priscilla Miller.

Proclamations were presented to: "Richard Wagner, III," and "National Suicide Prevention Month."

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

ITEM 1:

- A. Coronavirus Update;
- B. "Cultural Foundation of the Texas Panhandle," by Dr. Wendler;
- C. Reports and updates from City Councilmembers serving on outside Boards:
Environmental Task Force;
Pedestrian and Bicycle Safety Advisory Committee; and
- D. Request future agenda items and reports from City Manager.

ITEM 2: Mr. McWilliams advised at 2:08 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining positions: (a) Purchase of real property located in the northeast quadrant of the City of Amarillo.

Mr. McWilliams announced that the Executive Session was adjourned at 2:39 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

Amarillo City Council

Agenda Transmittal Memo



B

Meeting Date	October 13, 2020	Council Priority	Regular Agenda Item – Public Hearing
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Department	Andrew Freeman – Managing Director of Planning and Development Services
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Agenda Caption

Second and final ordinance vacating a 20 foot alley adjacent to Lots 3, 8, and 9, and a 30 foot alley adjacent to Lots 3, and 4, all in Block 10, Sunrise Addition Unit No. 2, and dedication of a Public Ingress/Egress Easement all in Section 123, Block 2, A.B.&M Survey, Potter County, Texas.
(Vicinity: Eastern St. and Interstate 40)

Agenda Item Summary

The applicant is requesting abandonment of the alley right-of-way in order to create a unified development site for upcoming construction of a new convenience store. Dedication of the Public Ingress/Egress Easement is being considered concurrently as it is required to provide through access to Solid Waste and the public, should the vacation be approved.

The land adjacent to the alley to the northeast is developed with both non-residential and residential uses and vacant in all other directions.

Based on what is proposed and the entirety of unimproved alleyway within the block, vacation of the two segments would create a dead-end alley situation. As such, staff requested that the applicant provide through access via a Public Ingress/Egress Easement for reasons mentioned above. The applicant has provided a Public Ingress/Egress Easement dedication instrument for consideration.

Within the segments proposed for vacation, there is existing utility equipment that will need to be relocated prior to development of the site. The applicant is aware of this and is preparing for such should the vacation request be approved. *Any easements needed due to relocation will be required to be in place prior to issuance of site plan approval, which is a separate process and is currently underway (site plan has been submitted).*

As with any request to vacate public right-of-way, an applicant is required to either pay fair-market value to acquire the alleyway, dedicate an area of equal or greater value, pay only the higher cost of the fair market value or the relocation cost, or complete a combination of these requirements. As mentioned previously, the relocation of existing utilities in the alley is being done and estimated relocation costs are \$150,000 which far exceeds the appraised value of the alley segments (\$1,800). As a result, no fair market value payment is required.

Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed vacation. At the time of this writing, the Planning Department has not received any comments regarding the request. An update will be provided at the City Council meeting should there be any change.

Considering the above, the Planning and Zoning Commission is of the opinion that the proposed vacation of the alley segments is appropriate and recommends **APPROVAL** as presented.

ORDINANCE NO. 7885

**AN ORDINANCE TO THE CITY OF AMARILLO, TEXAS
DETERMINING LACK OF PUBLIC NECESSITY FOR AN
ALLEY IN THE VICINITY OF EASTERN STREET AND
INTERSTATE 40 ACCESS RD., POTTER COUNTY, TEXAS;
VACATING AND ABANDONING THE HEREIN DESCRIBED
ALLEY; AUTHORIZING THE CITY MANAGER TO CONVEY
SUCH REAL PROPERTY TO ABUTTING LANDOWNERS;
PROVIDING A REPEALER CLAUSE; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Amarillo has been petitioned to abandon a portion of a 20 foot alley adjacent to Lots 3, 8, and 9, and a 30 foot alley adjacent to Lots 3, and 4, all in Block 10, Sunrise Addition Unit No. 2, herein described as Easement A and Easement B and attached hereto as an Exhibit, incorporated herein, in the vicinity of Eastern Street and Interstate 40 Access Rd in Potter County, Texas; and

WHEREAS, after reviewing information presented in the petition, the Planning and Zoning Commission of the City of Amarillo has recommended to the City Council that there is no public necessity for the following described Alley; and

WHEREAS, the City Council, having reviewed said recommendation and having considered all relevant information pertaining to the proposed vacation described below, is of the opinion that the alley described is no longer needed for a public purpose; and

WHEREAS, the City Council further determined that this Alley abandonment is not detrimental or injurious to the public health, safety or general welfare, or otherwise offensive to the neighborhood.

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

SECTION 1. The herein-described Alley to be vacated and abandoned for public purposes:

Vacation of a portion of a 20 foot alley adjacent to Lots 3, 8, and 9, and a 30 foot alley adjacent to Lots 3, and 4, all in Block 10, Sunrise Addition Unit No. 2, in Section 123, Block 2, A.B.& M Survey, Potter County, Texas. being further described below and attached as an Exhibit, incorporated herein:

a 2,143 square-foot tract of land situated within the Adams, Beaty & Moulton Survey, Abstract Number 38, City of Amarillo, Potter County, Texas and being a portion of a called 20-foot Alley as shown on the plat of Sunrise Addition Unit 2, an addition in the City of Amarillo, Potter County, Texas recorded in Volume 509, Page 155 of the Plat Records of Potter County, Texas, being more particularly described by metes and bounds as follows (The Basis of Bearings for this description is Grid North as established by GPS observation utilizing the Texas Coordinate System of 1983, North Zone 4201):

BEGINNING at a 1/2-inch capped iron rod stamped "JD KELLER RPLS 4157" found at the northwest corner of Lot 3, Block 10 of said Sunrise Addition Unit 2 common with the southwest corner of Lot 2 of said Block 10 and being on the east right of way line of said 20-foot Alley;

THENCE SOUTH 18 degrees 06 minutes 46 seconds WEST, 106.89 feet with the east right of way line of said 20-foot Alley to the southwest corner of a 30' Alley Dedication recorded in Volume 1996, Page 372 of the Deed Records of Potter County, Texas from which a 3/4-inch iron pipe found at the northwest corner of Lot 4 of said Block 10 and common to the southwest corner of said Lot 3 bears SOUTH 18 degrees 06 minutes 46 seconds WEST, 25.11 feet;

THENCE NORTH 73 degrees 13 minutes 59 seconds WEST, 20.01 feet with the north line of a 20-foot Alley Vacation recorded in Ordinance 5788 and Volume 1996, Page 560 of said Deed Records to the northwest corner of said 20-foot Alley Vacation;

THENCE NORTH 18 degrees 06 minutes 46 seconds EAST, 107.41 feet with the west line of said 20-foot Alley to the intersection of the west line of said 20-foot Alley with the westerly prolongation of the north line of said Lot 3;

THENCE SOUTH 71 degrees 45 minutes 29 seconds EAST, 20.00 feet across said 20-foot Alley to the POINT OF BEGINNING, containing 2,143 square feet (0.0492 acres).

and:

a 3,471 square-foot tract of land situated within the Adams, Beaty & Moulton Survey, Abstract Number 38, City of Amarillo, Potter County, Texas and being all of a called 30-foot wide tract of land as described in the deed to the City of Amarillo recorded in Volume 1996, Page 372 of the Deed Records of Potter County, Texas, being more particularly described by metes and bounds as follows (The Basis of Bearings for this description is Grid North as established by GPS observation utilizing the Texas Coordinate System of 1983, North Zone 4201):

COMMENCING at a 1/2-inch capped iron rod stamped "JD KELLER RPLS 4157" found at the northwest corner of Lot 3, Block 10 of Sunrise Addition Unit 2, an addition in the City of Amarillo, Potter County, Texas recorded in Volume 509, Page 155 of the Plat Records of Potter County, Texas common with the southwest corner of Lot 2 of said Block 10 and being on the east right of way line of a 20-foot Alley as shown on said Sunrise Addition Unit 2; THENCE SOUTH 18 degrees 06 minutes 46 seconds WEST, 76.88 feet with the east right of way line of said 20-foot Alley to the northwest corner of said 30-foot wide tract of land and the POINT OF BEGINNING;

THENCE SOUTH 73 degrees 13 minutes 59 seconds EAST, 117.31 feet with the north line of said 30-foot wide tract of land to the northeast corner of said 30-foot wide tract of land on the west right of way line of Eastern Street, a 50-foot right of way as shown on said Sunrise Addition Unit 2, from which a 1/2-inch capped iron rod stamped "1519 SURVEYING" set at the northeast corner of said Lot 3 bears NORTH 18 degrees 11 minutes 17 seconds EAST, 73.86 feet;

THENCE the follow three (3) calls coincident with the west right of way line of said Eastern Street common to the east line of said 30-foot wide tract of land:

1. SOUTH 16 degrees 46 minutes 01 second WEST, 17.20 feet;
2. SOUTH 88 degrees 53 minutes 37 seconds WEST, 5.25 feet;
3. SOUTH 15 degrees 32 minutes 56 seconds WEST, 11.19 feet to the southeast corner of said 30-foot wide tract of land, from which a 1/2-inch capped iron rod stamped 1519 SURVEYING set on the east line of Lot 4 of said Block 10 bears SOUTH 73 degrees 21 minutes 33 seconds EAST, 4.01 feet;

THENCE NORTH 73 degrees 13 minutes 59 seconds WEST, 113.26 feet with the south line of said 30-foot wide tract of land to the southwest corner of said 30-foot wide tract of land on the east right of way line of said 20-foot Alley, from which a 3/4-inch iron pipe found at the southwest corner of said Lot 3 common to the northwest corner of said Lot 4 bears SOUTH 18 degrees 06 minutes 46 seconds WEST, 25.11 feet;

THENCE NORTH 18 degrees 06 minutes 46 seconds EAST, 30.01 feet with the east right of way line of said 20-foot Alley common to the west line of said 30-foot wide tract of land to the POINT OF BEGINNING, containing 3,471 square feet.

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

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

SECTION 4. Severability. If any provision, section, subsection, clause or the application of sale to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this Ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 5. Effective Date. This ordinance shall be effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 22nd day of September, 2020 and **PASSED** on Second and Final Reading on this the 13th day of October, 2020.

ATTEST:

Ginger Nelson, Mayor

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT A

Surveyor's Legal Description of 20' Alley Vacation Area

Being a 2,143 square-foot tract of land situated within the Adams, Beaty & Moulton Survey, Abstract Number 38, City of Amarillo, Potter County, Texas and being a portion of a called 20-foot Alley as shown on the plat of Sunrise Addition Unit 2, an addition in the City of Amarillo, Potter County, Texas recorded in Volume 509, Page 155 of the Plat Records of Potter County, Texas, being more particularly described by metes and bounds as follows (The Basis of Bearings for this description is Grid North as established by GPS observation utilizing the Texas Coordinate System of 1983, North Zone 4201):

BEGINNING at a 1/2-inch capped iron rod stamped "JD KELLER RPLS 4157" found at the northwest corner of Lot 3, Block 10 of said Sunrise Addition Unit 2 common with the southwest corner of Lot 2 of said Block 10 and being on the east right of way line of said 20-foot Alley;

THENCE SOUTH 18 degrees 06 minutes 46 seconds WEST, 106.89 feet with the east right of way line of said 20-foot Alley to the southwest corner of a 30' Alley Dedication recorded in Volume 1996, Page 372 of the Deed Records of Potter County, Texas from which a 3/4-inch iron pipe found at the northwest corner of Lot 4 of said Block 10 and common to the southwest corner of said Lot 3 bears SOUTH 18 degrees 06 minutes 46 seconds WEST, 25.11 feet;

THENCE NORTH 73 degrees 13 minutes 59 seconds WEST, 20.01 feet with the north line of a 20-foot Alley Vacation recorded in Ordinance 5788 and Volume 1996, Page 560 of said Deed Records to the northwest corner of said 20-foot Alley Vacation;

THENCE NORTH 18 degrees 06 minutes 46 seconds EAST, 107.41 feet with the west line of said 20-foot Alley to the intersection of the west line of said 20-foot Alley with the westerly prolongation of the north line of said Lot 3;

THENCE SOUTH 71 degrees 45 minutes 29 seconds EAST, 20.00 feet across said 20-foot Alley to the POINT OF BEGINNING, containing 2,143 square feet (0.0492 acres).

This description is based on the exhibit dated 2020-06-18, titled "EXHIBIT B, 20' Alley Vacation Area" and is attached.


Robert A. Hansen
Registered Professional Land Surveyor, No. 6439
Email: robert.hansen@1519llc.com Date: 2020-06-18

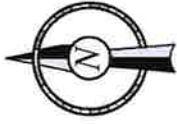


CENTRAL TEXAS

5054 Franklin Ave., Suite A Waco, TX 76710 254.776.1519

DALLAS / FT WORTH

1200 W. Magnolia Ave., Suite 300 Fort Worth, TX 76104 214.484.8586



SURVEY LEGEND

EXISTING FEATURES

- Property R/W Line
- Property R/W Lot Line (Others)

CONTROL LEGEND

- Property Corner (As Noted)
- Calculated Point

ABBREVIATION LEGEND

- CIRF Iron Rod With Cap Found
- CIRS Iron Rod With Cap Set
- D.R.P.C.T. Deed Records Potter County, Texas
- O.P.M.P.C.T. Official Public Records Potter County, Texas
- P.R.P.C.T. Plat Records Potter County, Texas

NOTES

- ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83), NORTH ZONE (4201).
- THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN FILE NO: T-20-475994-DU OF FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 10, 2020, ISSUED DATE MARCH 24, 2020. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.
- SEE ATTACHED LEGAL DESCRIPTION OF EVEN DATE.



QUIKTRIP CORPORATION

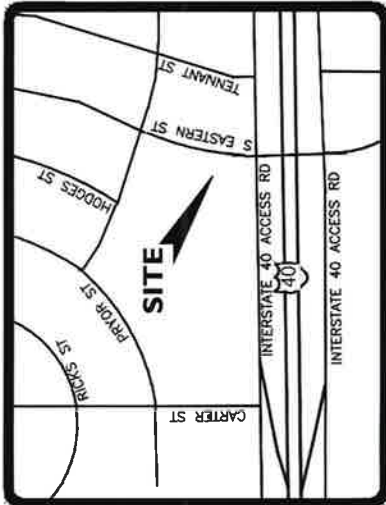
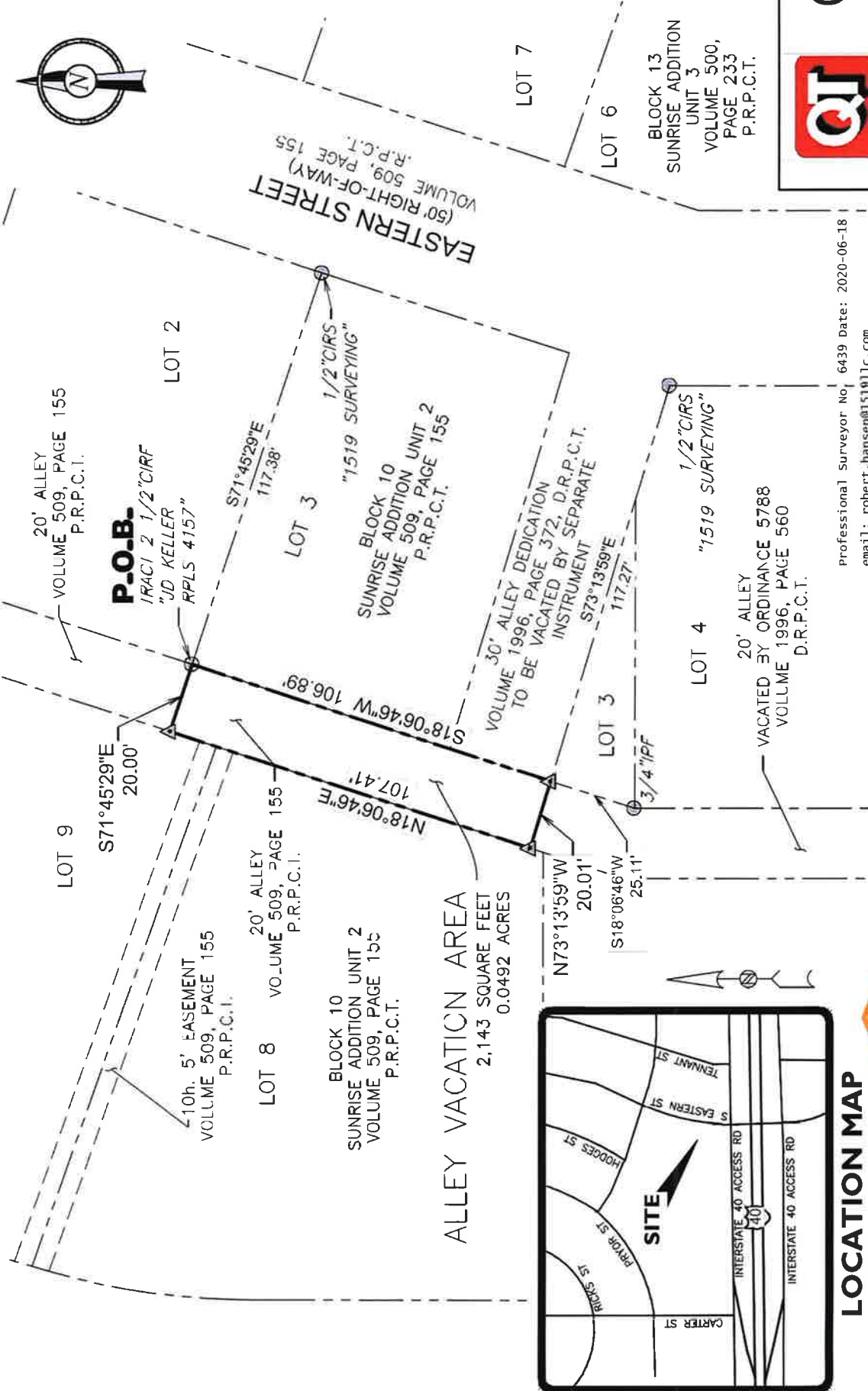
1120 NORTH INDUSTRIAL BOULEVARD EULESS, TEXAS 76039



SURVEYING & ENGINEERING
1519LLC.com

CENTRAL TEXAS
5054 Franklin Ave., Ste. A

V-20-02



LOCATION MAP
NOT TO SCALE

Professional Surveyor No. 6439 Date: 2020-06-18
email: robert.hansen@1519llc.com



Robert A. Hansen

Robert. A. Hansen

EXHIBIT B

Surveyor's Legal Description of 30' Alley Vacation Area

Being a 3,471 square-foot tract of land situated within the Adams, Beaty & Moulton Survey, Abstract Number 38, City of Amarillo, Potter County, Texas and being all of a called 30-foot wide tract of land as described in the deed to the City of Amarillo recorded in Volume 1996, Page 372 of the Deed Records of Potter County, Texas, being more particularly described by metes and bounds as follows (The Basis of Bearings for this description is Grid North as established by GPS observation utilizing the Texas Coordinate System of 1983, North Zone 4201):

COMMENCING at a 1/2-inch capped iron rod stamped "JD KELLER RPLS 4157" found at the northwest corner of Lot 3, Block 10 of Sunrise Addition Unit 2, an addition in the City of Amarillo, Potter County, Texas recorded in Volume 509, Page 155 of the Plat Records of Potter County, Texas common with the southwest corner of Lot 2 of said Block 10 and being on the east right of way line of a 20-foot Alley as shown on said Sunrise Addition Unit 2; THENCE SOUTH 18 degrees 06 minutes 46 seconds WEST, 76.88 feet with the east right of way line of said 20-foot Alley to the northwest corner of said 30-foot wide tract of land and the POINT OF BEGINNING;

THENCE SOUTH 73 degrees 13 minutes 59 seconds EAST, 117.31 feet with the north line of said 30-foot wide tract of land to the northeast corner of said 30-foot wide tract of land on the west right of way line of Eastern Street, a 50-foot right of way as shown on said Sunrise Addition Unit 2, from which a 1/2-inch capped iron rod stamped "1519 SURVEYING" set at the northeast corner of said Lot 3 bears NORTH 18 degrees 11 minutes 17 seconds EAST, 73.86 feet;

THENCE the follow three (3) calls coincident with the west right of way line of said Eastern Street common to the east line of said 30-foot wide tract of land:

1. SOUTH 16 degrees 46 minutes 01 second WEST, 17.20 feet;
2. SOUTH 88 degrees 53 minutes 37 seconds WEST, 5.25 feet;
3. SOUTH 15 degrees 32 minutes 56 seconds WEST, 11.19 feet to the southeast corner of said 30-foot wide tract of land, from which a 1/2-inch capped iron rod stamped "1519 SURVEYING" set on the east line of Lot 4 of said Block 10 bears SOUTH 73 degrees 21 minutes 33 seconds EAST, 4.01 feet;

THENCE NORTH 73 degrees 13 minutes 59 seconds WEST, 113.26 feet with the south line of said 30-foot wide tract of land to the southwest corner of said 30-foot wide tract of land on the east right of way line of said 20-foot Alley, from which a 3/4-inch iron pipe found at the southwest corner of said Lot 3 common to the northwest corner of said Lot 4 bears SOUTH 18 degrees 06 minutes 46 seconds WEST, 25.11 feet;

THENCE NORTH 18 degrees 06 minutes 46 seconds EAST, 30.01 feet with the east right of way line of said 20-foot Alley common to the west line of said 30-foot wide tract of land to the POINT OF BEGINNING, containing 3,471 square feet.

This description is based on the exhibit dated 2020-06-18, titled "EXHIBIT B, 30' Alley Vacation Area" and is attached.



Robert A. Hansen
Registered Professional Land Surveyor, No. 6439
Email: robert.hansen@1519llc.com Date: 2020-06-18

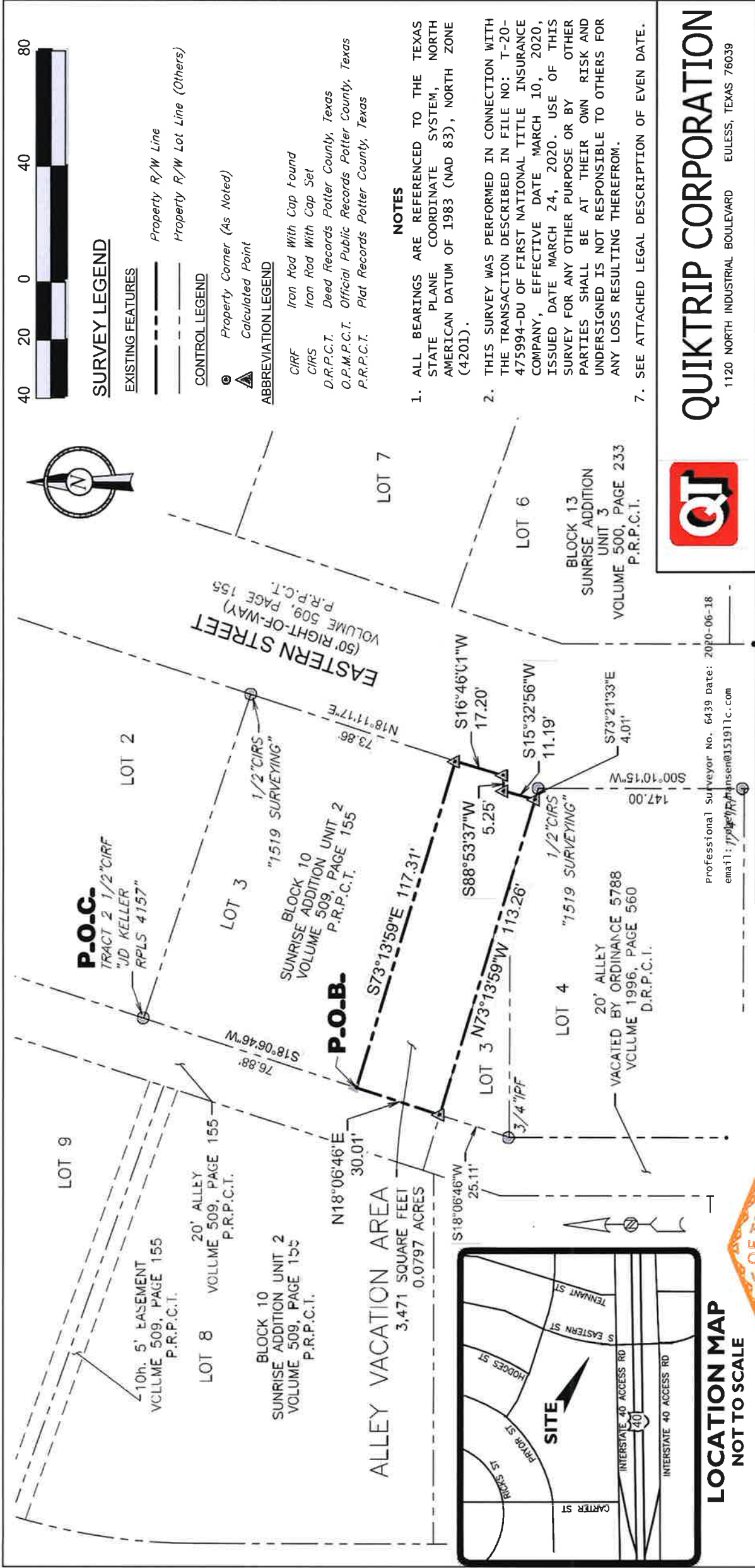


CENTRAL TEXAS

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DALLAS / FT WORTH

1200 W. Magnolia Ave., Suite 300 Fort Worth, TX 76104 214.484.8586



SURVEY LEGEND

EXISTING FEATURES

- Property R/W Line
- Property R/W Lot Line (Others)

CONTROL LEGEND

- Property Corner (As Noted)
- Calculated Point

ABBREVIATION LEGEND

- CIRF Iron Rod With Cap Found
- CIRS Iron Rod With Cap Set
- D.R.P.C.T. Deed Records Potter County, Texas
- O.P.M.P.C.T. Official Public Records Potter County, Texas
- P.R.P.C.T. Plat Records Potter County, Texas

NOTES

- ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83), NORTH ZONE (4201).
- THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN FILE NO: T-20-475994-DU OF FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 10, 2020, ISSUED DATE MARCH 24, 2020. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.
- SEE ATTACHED LEGAL DESCRIPTION OF EVEN DATE.



QUIKTRIP CORPORATION

1120 NORTH INDUSTRIAL BOULEVARD EULESS, TEXAS 76039

Professional Surveyor No. 6439 Date: 2020-06-18
email: r.hansen@1519llc.com

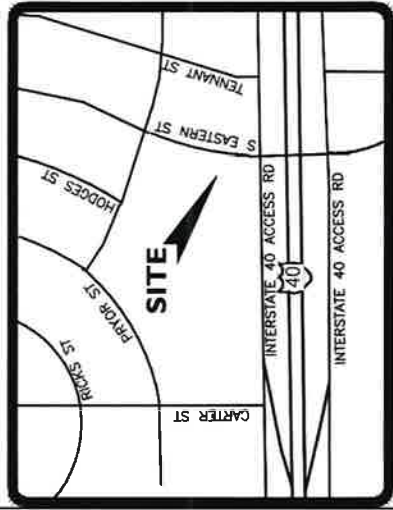


SURVEYING & ENGINEERING Page 1 of 3
1519LLC.COM



Robert A. Hansen
Robert A. Hansen

V-20-02



LOCATION MAP
NOT TO SCALE

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

PUBLIC ACCESS EASEMENT

DATE: September 11th, 2020

Grantor: QT SOUTH, LLC, a Texas limited liability company

Grantor's Mailing Address: c/o QuikTrip Corporation, 1120 N Industrial Blvd., Euless, TX 76039,
Attn: Real Estate Department

Grantee: The City of Amarillo, a Texas municipal corporation

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

Consideration: Dedicated for Public Use

Property: The Access Easement Area, as defined and described and on Exhibit A attached hereto and incorporated herein.

AGREEMENT

For consideration recited, Grantor does by this instrument grant and convey an easement to Grantee for public access, ingress and egress over, across, upon and through the surface of that portion of the Grantor's real property described by metes and bounds and also shown and labeled as the "Access Easement Area" on Exhibit A attached hereto and incorporated herein (the "Property") for the purpose of vehicular and pedestrian access, ingress and egress to and from SE 17th Avenue and the 20' Alley (created in Volume 509, Page 155 of the Official Public Records of Potter County, State of Texas) via the Property, and for the purpose of utilizing the curb cuts and driveways located or to be located within the Property. Grantor, for itself and its successors and/or assigns hereby expressly reserves from this grant and dedication: (a) all right, title and interest to the area below the surface of the Property; and (b) the right to install, construct, improve, replace, repair and maintain the Property and improvements thereon and/or thereunder, including the ability to temporarily close and/or cause obstructions in the access to the Property in connection with Grantor's installation, construction, improvement, replacement, repair and/or maintenance of the Property and improvements thereon and/or thereunder.

IN WITNESS WHEREOF, Grantor has caused this Public Access Easement to be duly executed under seal and delivered by its authorized representative on the day and year first above written.

GRANTOR:

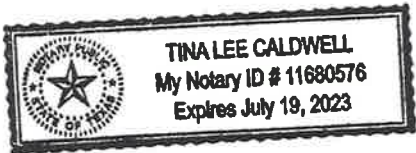
QT SOUTH, LLC
a Texas limited liability company

By: [Signature]
Name: Joseph S. Faust
Title: Vice President

STATE OF Texas)
COUNTY OF Tarrant)

ss.

This instrument was acknowledged before me on this 11th day of September, 2020, by Joseph S. Faust, as Vice President of QT South, LLC, a Texas limited liability company, on behalf of said limited liability company.

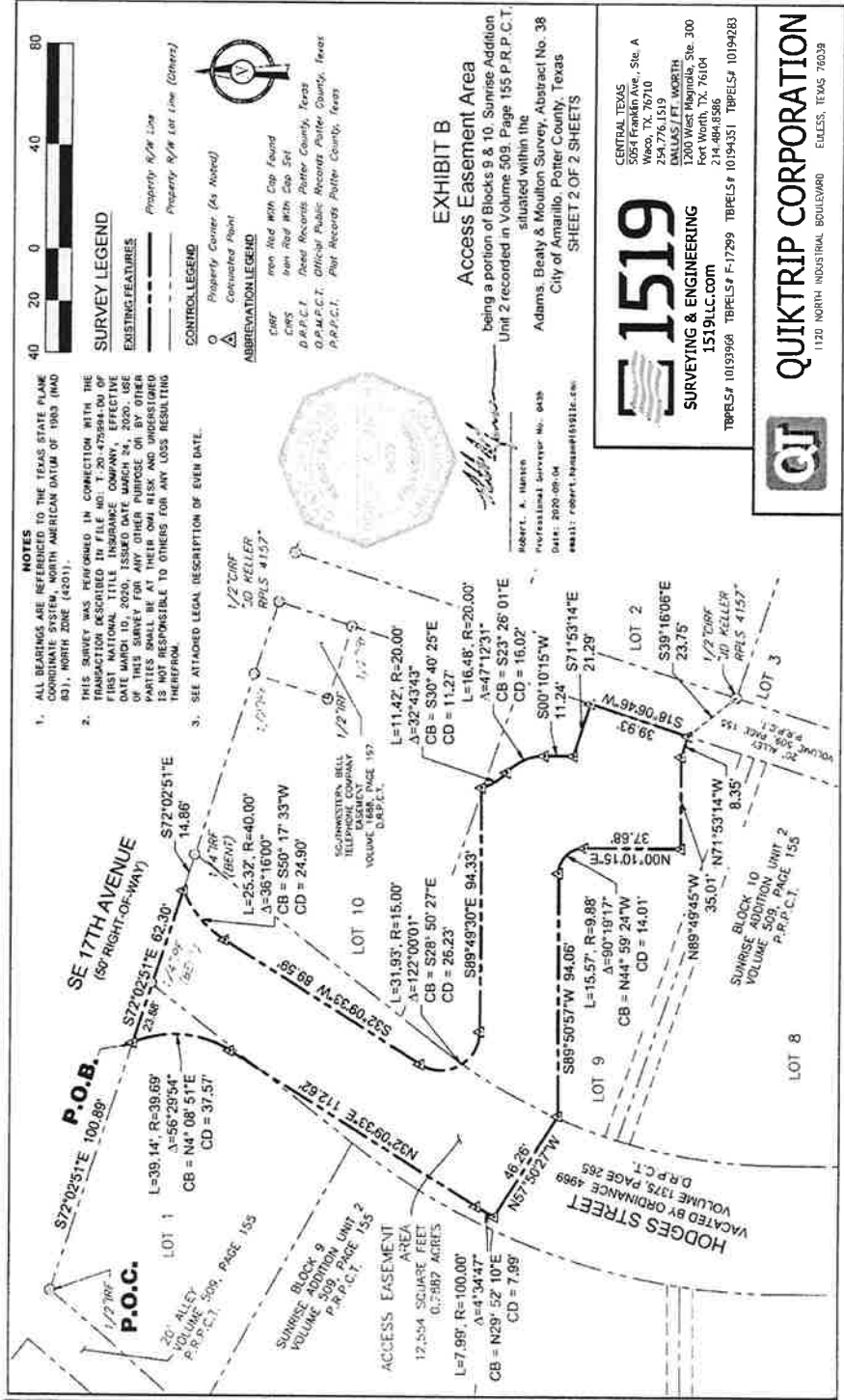


[Signature]
Notary Public

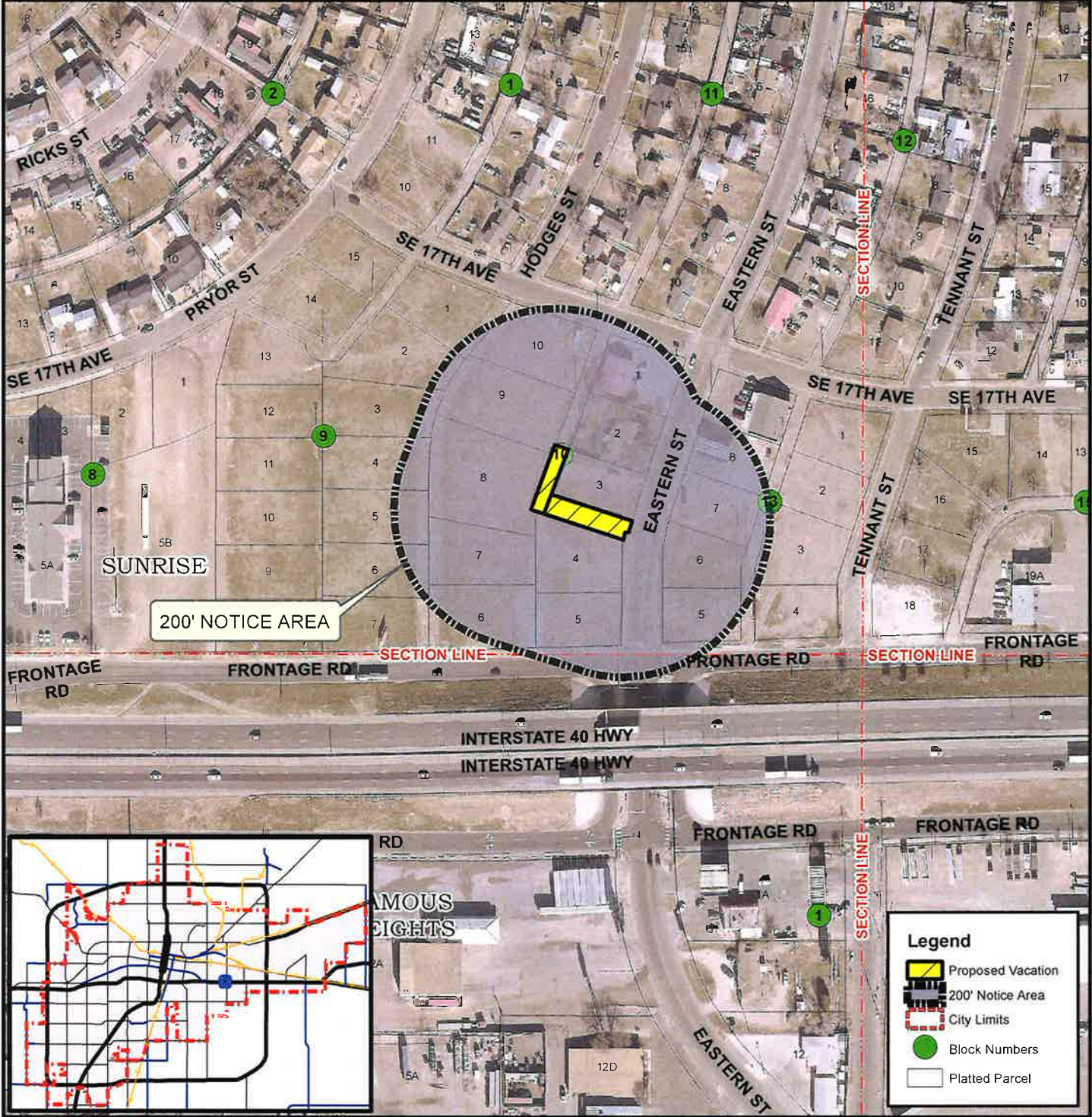
My Commission Expires:
7-19-2023

Exhibit A
Description and Depiction of the Property (Access Easement Area)

Legal Description Being a 12,554 square-foot tract of land situated within the Adams, Beaty & Moulton Survey, Abstract Number 38, City of Amarillo, Potter County, Texas and being a portion of Lot 1, Block 9, Lots 9 and 10, Block 10 and a portion of Hodges Street vacated by Ordinance 4969, Volume 13/51, Page 265, Deed Records Potter County, Texas as shown on the plat of Sunrise Addition Unit 2, Adams, Beaty & Moulton Survey, Abstract Number 38, City of Amarillo, Potter County, Texas recorded in Volume 509 Page 155 of the Plat Records of Potter County, Texas, and more particularly described by metes and bounds as follows: (The Basis of Bearings for this description is Grid North as established by GPS observation utilizing the Texas Coordinatino System of 1983, North Zone 4201): COMMENCING at a 1/2-inch iron rod found at the northwest corner of said Lot 1, Block 9; THENCE SOUTH 72 degrees 02 minutes 51 seconds EAST, 100.89 feet with the south right of way line of South East 17th/ Avenue to the POINT OF BEGINNING; THENCE SOUTH 72 degrees 02 minutes 51 seconds EAST, with the south right of way line of said South East 17th/ Street, passing at 25.88 feet a 1/4-inch iron rod (bent) found at the northeast corner of said Lot 1 and continuing for a total distance of 62.30 feet to a point from which a 1/4-inch iron rod (bent) found at the northwest corner of said Lot 10, Block 10 bears SOUTH 72 degrees 02 minutes 51 seconds EAST, 14.86 feet; THENCE following said right (B) calls through the interior of said vacated Hodges Street and said Lots 9 and 10, Block 10; - southerly along a non-tangent curve to the preceding course, concave to the southeast, having a radius of 40.00 feet and a chord bearing and distance of SOUTH 50 degrees 17 minutes 33 seconds WEST, 24.90 feet, an arc length of 25.32 feet; - SOUTH 32 degrees 09 minutes 33 seconds WEST, 89.59 feet to the beginning of a tangent curve; - easterly with said tangent curve, concave to the northeast, having a radius of 15.00 feet and a chord bearing and distance of SOUTH 28 degrees 50 minutes 27 seconds EAST, 26.23 feet, an arc length of 31.83 feet; - SOUTH 89 degrees 49 minutes 30 seconds EAST, 94.33 feet to the beginning of a non-tangent curve; - southerly with said non-tangent curve, concave to the northeast, having a radius of 20.00 feet, and a chord bearing and distance of SOUTH 30 degrees 40 minutes 25 seconds EAST, 11.27 feet, an arc length of 14.42 feet to the beginning of a reverse curve; - southerly with said reverse curve, concave to the southwest, having a radius of 20.00 feet and a chord bearing and distance of SOUTH 29 degrees 26 minutes 01 second EAST, 16.02 feet, an arc length of 16.48 feet; - SOUTH 00 degrees 10 minutes 15 seconds WEST, 11.24 feet; - SOUTH 71 degrees 53 minutes 14 seconds EAST, 21.29 feet to the west line of a 20-foot alley as shown on said Sunrise Addition Unit 2; THENCE SOUTH 18 degrees 06 minutes 46 seconds WEST, 39.93 feet with the west line of said 20-foot alley to a point from which a 1/2-inch capped iron rod stamped "JD KELLER RPLS 4157" found at the southwest corner of Lot 2 of said Block 10 bears SOUTH 39 degrees 10 minutes 06 seconds EAST, 23.75 feet;	THENCE the following nine (9) calls through the interior of said vacated Hodges Street, Lots 9 and 10, Block 10 and Lot 1, Block 9: - NORTH 71 degrees 53 minutes 14 seconds WEST, 8.35 feet; - NORTH 89 degrees 49 minutes 45 seconds WEST, 35.01 feet; - NORTH 00 degrees 10 minutes 15 seconds EAST, 37.68 feet to the beginning of a tangent curve; - westerly with said tangent curve, concave to the southwest, having a radius of 9.86 feet, and a chord bearing and distance of NORTH 44 degrees 59 minutes 24 seconds WEST, 14.01 feet, an arc length of 15.97 feet; - SOUTH 89 degrees 50 minutes 57 seconds WEST, 94.06 feet; - NORTH 57 degrees 50 minutes 27 seconds WEST, 46.26 feet to the beginning of a non-tangent curve; - northeasterly with said non-tangent curve, concave to the southeast, having a radius of 100.00 feet, and a chord bearing and distance of NORTH 29 degrees 52 minutes 10 seconds EAST, 7.99 feet, an arc length of 7.99 feet; - NORTH 32 degrees 09 minutes 33 seconds EAST, 112.62 feet to the beginning of a tangent curve; - northerly with said tangent curve, concave to the west, having a radius of 38.69 feet and a chord bearing and distance of NORTH 04 degrees 08 minutes 51 seconds EAST, 37.57 feet, an arc length of 39.14 feet to the POINT OF BEGINNING, containing 12,554 square feet (0.2882 acres).
NOTES - ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83), NORTH ZONE (4201). - THIS SURVEY WAS PERFORMED IN CONNECTION WITH THE TRANSACTION DESCRIBED IN FILE NO: 1-20-475894-DU OF FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 10, 2020, ISSUED DATE MARCH 24, 2020. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSTIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.	 QUIKTRIP CORPORATION 1120 NORTH INDUSTRIAL BOULEVARD EAGLES, TEXAS 76039
 1519 SURVEYING & ENGINEERING 1519ILLC.COM CENTRAL TEXAS 5054 Franklin Ave., Ste. A Waco, TX. 76710 254.776.1519 DALLAS / FT. WORTH 1200 West Magnolia, Ste. 300 Fort Worth, TX. 76104 214.464.0586 TBPELS# 10193968 TBPELS# F-17299 TBPELS# 10194351 TBPELS# 10194283	EXHIBIT B Access Easement Area being a portion of Blocks 9 & 10, Sunrise Addition Unit 2 recorded in Volume 509, Page 155 P.R.C.T. situated within the Adams, Beaty & Moulton Survey, Abstract No. 38 City of Amarillo, Potter County, Texas SHEET 1 OF 2 SHEETS



CASE V-20-02
VACATION OF AN 20FT ALLEY AND
30FT ALLEY (SUNRISE ADDITION UNIT 2)



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 7/6/2020
Case No: V-20-02



Vacation of a portion of a 20 foot alley adjacent to Lots 3, 8, and 9, and a 30 foot alley adjacent to Lots 3, and 4, all in Block 10, Sunrise Addition Unit No. 2, in Section 123, Block 2, A.B.&M Survey, Potter County, Texas.

Applicant: Sahm Russell Trust
Vicinity: Eastern St. & Interstate 40 Access Rd

AP: Q-12

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.



Meeting Date	October 13, 2020	Council Priority	Regular Agenda Item – Public Hearing
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Department	Andrew Freeman- Managing Director of Planning and Development Services
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Agenda Caption

Second and final ordinance rezoning a 17.03 acre tract of unplatted land in Section 65, 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 Residential District 3. (Vicinity: Heritage Hills Pkwy. & Tradition Pkwy.)

Agenda Item Summary

Adjacent land use and zoning

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

Adjacent land uses consist of undeveloped land in all directions.

The applicant is requesting a change in zoning in order to develop this tract of land with single-family detached homes as an upcoming phase of the Heritage Hills Subdivision.

The Planning and Zoning Commission’s analysis of zoning change requests begins with referring to the Comprehensive Plan’s Future Land Use and Character Map, which identifies recommended future land uses. Additionally, the Planning and Zoning Commission considers what impact on area existing zoning and development patterns as well as its conformity to the Neighborhood Unit Concept (NUC) of development.

Regarding the Comprehensive Plan, Estate Residential is the recommended development type for this area. This type calls for a higher degree of open space and setbacks. Although the proposed development will not represent the large lot sizes mentioned in the future land use description, it is also recognized that there has been a change in conditions within the area that did not exist at the time of the Future Land Use Map adoption. This was also the case for the areas of Heritage Hills in the Section that have been or are currently under development.

Residential District 3 allows single-family detached homes that are of a higher density due to the smaller minimum lot size (5,000 square feet) and reduced front-yard setbacks (15 feet) when compared the other residential zoning districts of Residential 1 and 2. This higher single-family residential zoning is typically found at the outer edges of a subdivision. Doing so helps mitigate any negative impacts on traditional residential land uses from commercial areas and/or heavily travelled thoroughfares that typically border a square mile section of line.

Considering the location of the is at the periphery of the subdivision and section and located about midway between section corners, the proposed higher density residential zoning is consistent with the Neighborhood Unit Concept of development.

The Planning and Zoning Commission believes based on the above, the request is a logical continuation of existing zoning and patterns of development in the area and does not create any negative impacts.

Requested Action/Recommendation

Notices have been sent to all property owners within 200 feet regarding this proposed rezoning. As of this writing, no calls have been received regarding this rezoning request. Considering the above, the Planning and Zoning Commission recommends **APPROVAL** as presented.

ORDINANCE NO. 7886

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 HERITAGE HILLS PARKWAY AND TRADITION PARKWAY, 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 17.03 acre tract of unplatted land in Section 65, 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 Residential District 3, and being further described below:

A 17.03+/- acre tract of land out Section 65, Block 9, B.S. & F. Survey, Randall County, Texas and being a portion of a 590.9343 acre tract of land described in that certain instrument of conveyance recorded under Clerk's File No. 2012013183 of the Official Public Records of Randall County, Texas, said 17.03+/- acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap (FURMAN) found for the Northwest corner of that certain 25.84+/- acre tract of land described in that certain instrument recorded under Clerk's File No. 2018012808 of the Official Public Records of Randall County, Texas, same being the Northeast corner of this tract of land, from whence a 1/2 inch iron rod with cap found (FURMAN) for the Northwest corner of Heritage Hills Unit No. 11, an addition to the City of Amarillo according to the map or plat thereof recorded

under Clerk's File No. 2019007958 of the Official Public Records of Randall County, Texas bears S. 89° 43' 55" E. 162.76 feet;

THENCE S. 00° 16' 05" W. 60.00 feet along the West boundary of said 25.84+/- acre tract of land to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 49° 58' 32" E. 7.69 feet to a 1/2 inch iron rod with cap (FURMAN) found for the beginning of a curve to the left whose center bears N. 79° 46' 12" E. 2359.00 feet;

THENCE Southeasterly 247.29 feet along said curve to the left with a long chord of S. 13° 16' 59" E. 247.17 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve;

THENCE S. 36° 37' 38" W. 5.98 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 00° 16' 05" W. 55.00 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 89° 43' 55" E. 17.21 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 53° 48' 00" E. 8.10 feet to a 1/2 inch iron rod with cap (FURMAN) found for the beginning of a curve to the left whose center bears N. 72° 04' 16" E. 2359.00 feet;

THENCE Southeasterly 258.54 feet along said curve to the left with a long chord of S. 21° 04' 07" E. 258.41 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve;

THENCE S. 32° 59' 58" W. 5.41 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 00° 16' 05" W. 55.00 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 89° 43' 55" E. 26.04 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 57° 48' 01" E. 8.49 feet to a 1/2 inch iron rod with cap (FURMAN) found for the beginning of a curve to the left whose center bears N. 64° 04' 15" E. 2359.00 feet;

THENCE Southeasterly 147.34 feet along said curve to the left with a long chord of S. 27° 43' 07" E. 147.32 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve;

THENCE S. 29° 30' 29" E. 127.98 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 30° 22' 48" W. 5.02 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 00° 16' 05" W. 55.00 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 89° 43' 55" E. 29.72 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 58° 04' 46" E. 8.51 feet to a 1/2 inch iron rod with cap (FURMAN) found for the beginning of a curve to the right whose center bears S. 63° 41' 55" W. 1141.00 feet;

THENCE Southeasterly 256.86 along said curve to the right with a long chord of S. 19° 51' 08" E. 256.31 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve;

THENCE S. 38° 29' 43" W. 6.19 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 00° 16' 05" W. 55.00 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 89° 43' 55" E. 11.70 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 49° 58' 02" E. 7.69 feet to a 1/2 inch iron rod with cap (FURMAN) found for the beginning of a curve to the right whose center bears S. 79° 55' 22" W. 1141.00 feet;

THENCE Southeasterly 206.02 feet along said curve to the right with a long chord of S. 04° 54' 17" E. 205.74 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve;

THENCE S. 00° 16' 05" W. 35.18 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 45° 16' 05" W. 7.07 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 00° 16' 05" W. 94.00 feet to a 1/2 inch iron rod with cap (FURMAN) found for the most West Southwest corner of the aforementioned 25.84+/- acre tract of land, same being the most West Southwest corner of the aforementioned Heritage Hills Unit No. 11, also being the Southeast corner of this tract of land;

THENCE N. 89° 43' 55" W. 669.62 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the East line of that certain 57.697+/- acre tract of land described in that certain instrument recorded under Clerk's File No. 2017020945 of the Official Public Records of Randall County, Texas, for the Southwest corner of this tract of land;

THENCE N. 00° 13' 27" W. 1624.06 feet along the East line of said 57.697+/- acre tract of land to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Northwest corner of this tract of land;

THENCE S. 89° 43' 55" E. 192.58 feet to the PLACE OF BEGINNING and containing 17.03 acres of land, more or less.

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 22nd day of September, 2020 and **PASSED** on Second and Final Reading on this the 13th day of October, 2020.

Ginger Nelson, Mayor

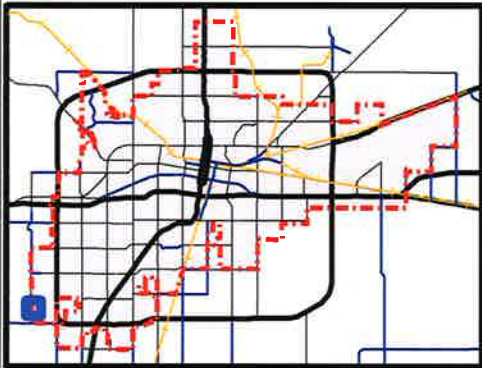
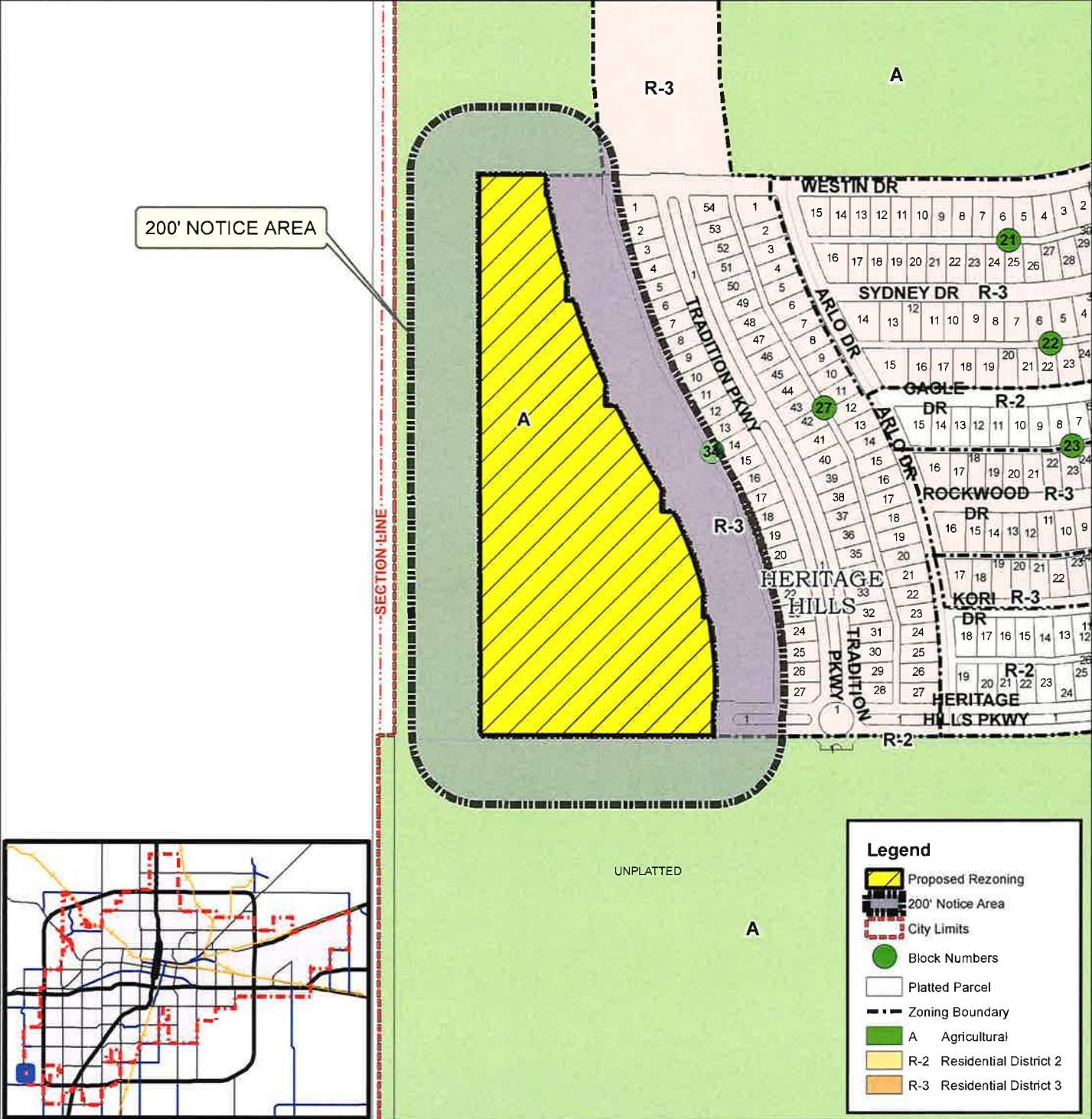
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM A TO R-3



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 400 feet
Date: 8/13/2020
Case No: Z-20-20



Rezoning of 17.03 acre tract of unplatted land in Section 65, Block 9, B. S. & F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agriculture District to Residential District 3.

Applicant: Seth Williams for PEGA Development, LLC
Vicinity: Heritage Hills Pkwy. And Tradition Pkwy.

AP: H-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.



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Meeting Date	October 13, 2020	Council Priority	Regular Agenda Item – Public Hearing
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Department	Andrew Freeman – Managing Director of Planning and Development Services
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Agenda Caption

Second and final ordinance rezoning Lots 11 through 14, Block 36, Lots 7 through 10 and 14 through 17, Block 37, and Lots 6 through 9, Block 38, all in The Colonies Unit No. 72, in Section 40, 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 1 and Planned Development District 378 to Amended Planned Development District 378A for increased lot coverage and a reduction to the front yard setback.
(Vicinity: Liberty Circle N and Wesley Rd.)

Agenda Item Summary

Adjacent zoning consists of Planned Development District 378 (PD-378) to the west and Residential District 1(R1) in all other directions.

Adjacent land uses consist of a mix of undeveloped lots and detached single-family dwellings.

This particular request is unique in that some of the lots now being considered have two zoning designations (PD378 and R1) and others are entirely located in R1.

The applicant is requesting expansion of Planned Development District 378 eastward so that an increased lot coverage and reduced front yard setback can be utilized for the remainder of the blocks, in order to continue development of garden/patio style homes found to the west.

Planned Development District 378 and Residential District 1 both allow for detached homes only, yet Planned Development 378 utilizes a mix of development standards found in each of the City’s main residential districts. Below is a comparison of Residential District 1 thru 3, Planned Development District 378, and what would be expanded to the lots now being considered.

	Residential District 1	Residential District 2	Residential District 3	Planned Development 378	Proposed Amendment
Minimum Lot Area	7,500 sq. ft.	6,000 sq. ft.	5,000 sq. ft.	6,000 sq. ft.	6,000 sq. ft.
Minimum Lot Width	60 ft.	50 ft.	50 ft.	50 ft.	50 ft.
Minimum Lot Depth	100 ft.	100 ft.	100 ft.	100 ft.	100 ft.
Maximum Lot Coverage	45%	45%	65%	60%	60%
Front-yard Setback	25 ft.	25 ft.	15 ft.	25ft., 20ft., and 15ft. as Shown	20ft.

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

The Future Land Use and Character Map designate "Parks-Recreation" as the recommended development type for this particular area. This designation was put into place whereas this site was intended to develop with a Public School site and associated open space.

Since designation, the land was sold for private development and considering the area development patterns, residential zoning and development has occurred in this area. As such and although not in strict conformance with the future land use designation, the requested zoning does conform to the predominate land use in the area.

Regarding the Neighborhood Unit Concept of Development, this concept calls for more intensive or dense residential development be located at the periphery of a neighborhood. Considering this, the request is conformance with such, whereas if approved, would allow lots to have more buildable area by utilizing increased setback and lot coverage.

Concerning the existing zoning and/or land use patterns in the area are detached single-family homes and that similar construction is found immediately to the west, continuation of the style of residential product is in line with area zoning and development patterns.

Requested Action/Recommendation
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Notices have been sent to property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has not received any comments regarding the request.

Considering the above, the Planning and Zoning Commission recommends **APPROVAL** of this request.

ORDINANCE NO. 7887

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 LIBERTY CIRCLE NORTH AND WESLEY ROAD, 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 Lots 11 through 14, Block 36, Lots 7 through 10 and 14 through 17, Block 37, and Lots 6 through 9, Block 38, all in The Colonies Unit No. 72, in Section 40, 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 1 and Planned Development District 378 to Amended Planned Development District for increased lot coverage and a reduction to the front yard setback.

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 22nd day of September, 2020 and **PASSED** on Second and Final Reading on this the 13th day of October, 2020.

Ginger Nelson, Mayor

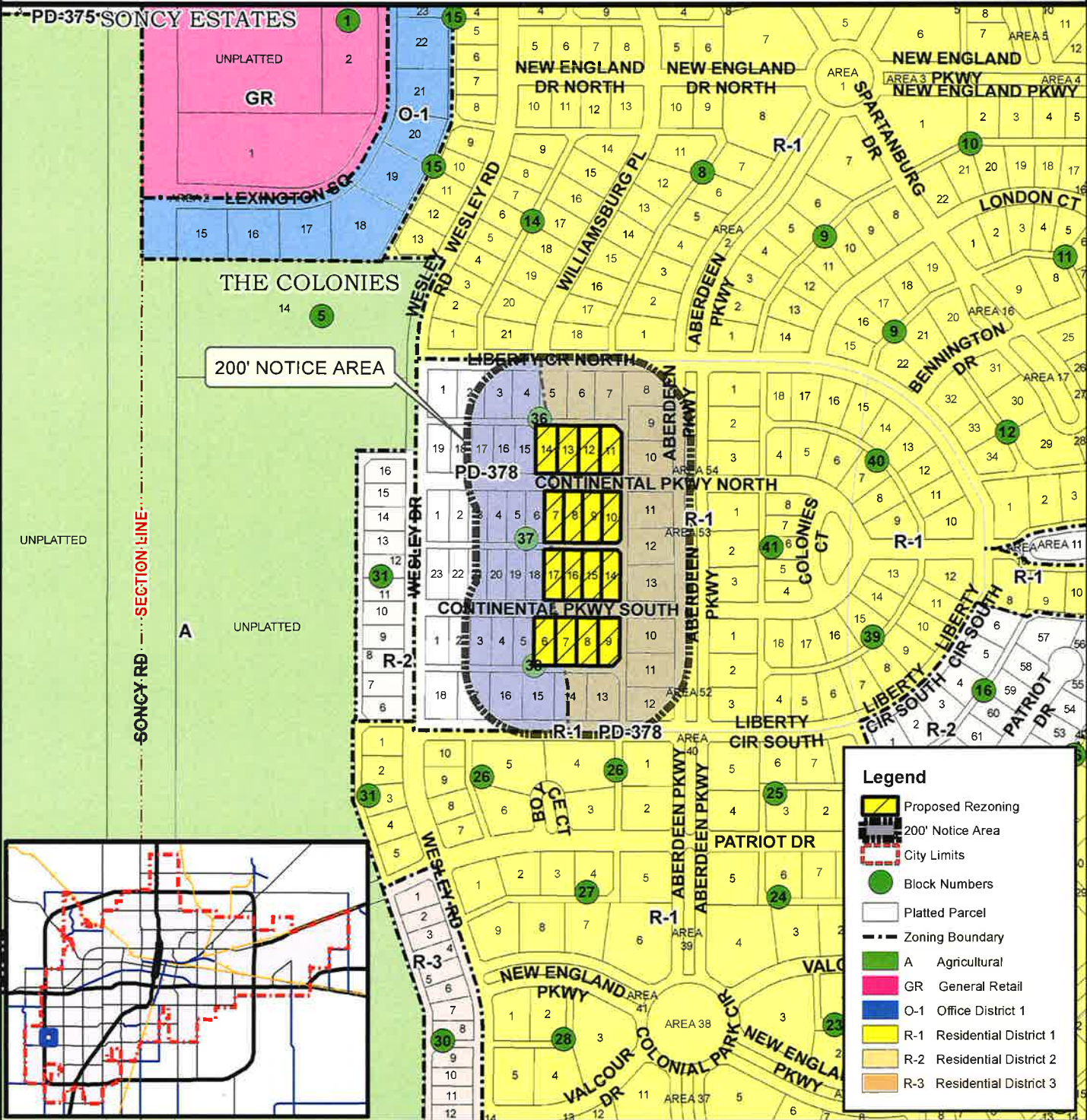
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM R-1 AND PD-378 TO AMENDED PD



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 400 feet
Date: 9/11/2020
Case No: Z-20-19



Rezoning of Lots 11 through 14, Block 36, Lots 7 through 10 and 14 though 17, Block 37, and Lots 6 though 9, Block 38, all in The Colonies Unit No. 72, in Section 40, 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 1 and Planned Development District 378 to Amended Planned Development District for increased lot coverage and a reduction to the front yard setback.

Applicant: Barrett Saikowski, Zane Oliver, Drew Baccus, & Milton Giron for Amarillo Presitge Homes, KORE Investments, Affluent Construction, and Black Jaguar LTD.

Vicinity: Liberty Circle N and Wesley Rd.

AP: I-15

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner – Director of Aviation		

Agenda Caption

CONSIDER: Award Bid No. 6883 for City of Amarillo Bldg 602 (Arden Co + Bell Helicopter) fire suppression system upgrades at the Rick Husband Amarillo International Airport.
Total Bid Amount: \$79,000.00 to be awarded to A-1 National Fire Co, LLC.

Agenda Item Summary

This project involves the removal and replacement of thirteen (13) new wall post indicator valves and five (5) PIV indicator valves adjacent to and around Bldg. 602. The original valves have exceeded their useful service life and allow water to leak by, causing issues with the fire suppression system.

Requested Action

Award Bid No. 6883 in the amount of \$79,000.00 to A-1 National Fire Co, LLC

Funding Summary

Funding for this project will be from project 540209 – Bldg. 602 Fire Suppression System Upgrades, which is in the Airport’s approved FY 19-20 CIP budget.

Community Engagement Summary

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

Staff Recommendation

Airport staff recommends award of bid no. 6883 in the amount of \$79,000.00 to A-1 National Fire Co, LLC.

Bid No. 6883 City of amarillo Bldg 602 (Arden Co + Bell Helicopter) Fire Suppression Upgrades at the Rick Husband Amarillo International Airport
Opened 4:00 p.m., September 10, 2020

To be awarded as one lot

A-1 National Fire Co LLC

Line 1 Furnish all necessary Superintendence, Labor, Materials, Tools, Equipment, Machinery, Apparatus, and whatever else may be necessary to complete all work, per specifications

1 ea

Unit Price

\$79,000.000

Extended Price

79,000.00

Bid Total

79,000.00

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner – Director of Aviation		

Agenda Caption

CONSIDER: Award Bid No. 6820 for the reconstruction of Taxiway Papa 4 and Taxiway Juliet at the Rick Husband Amarillo International Airport.
Total Base Bid Amount: \$8,594,488.71
Bid Alternate No. 1: \$308,964.74 (Remove and Replace Runway 4/22 Pavement Markings)
Bid Alternate No. 2: \$(94,063.41) (Taxiway Papa 4 Recycled Concrete Aggregate Base Course)
Bid Alternate No. 3: \$(65,434.72) (Taxiway Juliet Recycled Concrete Aggregate Base Course)
Total Bid Amount: \$8,743,955.32 to be awarded to Interstate Highway Construction, Inc.

Agenda Item Summary

This project involves the construction of Taxiway Papa 4 moving it to the North of its current location. The old taxiway will subsequently be demolished. Taxiway Juliet will be demolished and reconstructed at its current location. Elements include replacement of existing pavements (Portland Concrete Cement and HMA), site grading, PCC pavement construction, HMA shoulder construction, airfield electrical and drainage improvements for both taxiways, vegetation installation, and taxiway pavement markings.

Requested Action

Award bid No. 6820 (base bid and alternates 1-3) in the amount of \$8,743,955.32 to Interstate Highway Construction, Inc.

Funding Summary

Funding for this project will be from project 540136 (TWY P4) and 540180 (TWY J) which is in the Airport’s approved CIP budget. This construction contract is contained in FAA Grant 45 for 100% reimbursement. A Federal Fiscal Year 2021 AIP grant will be issued in the spring of 2021 to cover the remaining associated costs.

Community Engagement Summary

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

Staff Recommendation

Airport staff recommends award of bid no. 6820 in the amount of \$8,743,955.32 to Interstate Highway Construction, Inc.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	N/A
Department	Purchasing		
Contact	Trent Davis – Purchasing Agent		

Agenda Caption

This item is to award an Interlocal Agreement with Education Service Center Region 19 – Allied States Cooperative

Agenda Item Summary

This item is to award an Interlocal Agreement with Education Service Center Region 19 – Allied States Cooperative - 6611 Boeing Drive El Paso TX 79925. This agreement will allow the City of Amarillo to purchase from vendors that have been awarded a contract from Region 19

Requested Action

Consider award of Interlocal Agreement with Region 19

Funding Summary

This item does not have a cost associated with it.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of the Interlocal Agreement

Upon agreement and authorized approval by the governing body of each of the parties, this agreement will be in effect between the referenced parties, in which Education Service Center- Region 19 Allied States Cooperative will cooperatively bid out goods and services. This agreement shall automatically renew on the anniversary date. Either party may terminate this agreement with or without cause given a 30-day notice.

Authority for cooperative contracting is granted under Government Code Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B General Interlocal Contracting Authority and Subchapter C Specific Interlocal Contracting Authority and Local Government Code, Chapter 271, Subchapter F, Section 271.101. and Section 271.102.

Region 19 Education Service Center through Allied States Cooperative will:

- Provide organizational and administrative support to facilitate member requirements
- Provide staff necessary for efficient operation of the purchasing cooperatives
- Provide administrative support for contract compliance with awarded bidders
- Comply with competitive bidding requirements
- Disseminate information in an expedient manner regarding awards and information related to specified contracts
- Maintain the ESC-Region 19 Allied States Cooperative website
- Provide specific contract requirement bid processing services during the contract period on a case by case basis.

Purchasing Co-op Members will:

- Designate a contact person for communications
- To the extent permitted by law, indemnify and save harmless Education Service Center - Region 19 Allied States Cooperative, the Region 19 Board of Directors, and Region 19 employees or representatives from all suits and claims resulting or arising from any breach of this Agreement or related agreements by the Co-op member and any negligent or intentional acts of Co-op member, its employees or agents. This Interlocal Agreement does not constitute a waiver of the sovereign immunity of any of the parties hereto.
- Submit copies of all purchase orders utilizing ESC-Region 19 ASC contracts to ESC Region 19 ASC.
- Pay awarded vendors in compliance with the payment terms set forth in the contracts.
- Notify ESC-Region 19 Allied States Cooperative in writing of any non-compliance issues with awarded vendors.
- Mutually agree with ESC-R19 (ASC) on specific contracts to be utilized due to market coverage by vendors. Each party paying for the performance of governmental function or services must make those payments from current revenues available to the paying party.

Please return approved agreement to: Procurement Director -
rshernandez@esc19.net & lhernando@esc19.net
ESC-Region 19 Allied States Cooperative
6611 Boeing Drive, El Paso, TX 79925

Purchasing Cooperative Member

City of Amarillo

Name of District/Agency

Jared Miller

Name of Authorized Person

Signature of Authorized Person

Title

Date

Region 19 Education Service Center

Armando Aguirre, Ed.D.

Authorized Signature

Date

PURCHASE ORDER CONTACT

1. **Trent Davis**

Name

trent.davis@amarillo.gov

Email

2. **Trae Kepley**

Name

Trae.kepley@amarillo.gov

Email

601 S. Buchanan

Address:

Amarillo

TX

79105

City

806-378-3028

State

Zip

806-376-9494

Telephone

Fax



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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	10/13/2020	Council Priority	Fiscal Responsibility
Department	Central Stores		
Contact	Trent Davis Purchasing Agent		

Agenda Caption

CONSIDER AWARD – Bid #6900 Remote Read Water Meters
Core & Main \$238,755.94

Agenda Item Summary

Bid #6900 Remote Read Water Meters
These items are to consider for purchase of the annual remote read water meters supply agreement.

Requested Action

Consider approval of the purchase of the annual remote read water meters supply agreement.

Funding Summary

Funding is available in inventory account 1000.15400

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of award

Bid No. 6900 REMOTE READ WATER METERS
Opened 4:00 p.m. September 24, 2020

To be awarded as one lot		CORE & MAIN
Line 1 Register for 3/4" T10, per specifications		
3 ea		
Unit Price	\$196.250	
Extended Price		588.75
Line 2 Register for 5/8" T10 , per specifications		
10 ea		
Unit Price	\$196.250	
Extended Price		1,962.50
Line 3 Register for 1" T10, per specifications		
10 ea		
Unit Price	\$196.250	
Extended Price		1,962.50
Line 4 Register for 1-1/2" T10, per specifications		
10 ea		
Unit Price	\$196.250	
Extended Price		1,962.50
Line 5 Register for 2" T10, per specifications		
10 ea		
Unit Price	\$196.250	
Extended Price		1,962.50

Line 6 Register for 3" HP Turbine, per specifications			
5 ea			
Unit Price	\$196.250		
Extended Price		981.25	
Line 7 Register for 3" TT, per specifications			
5 ea			
Unit Price	\$196.250		
Extended Price		981.25	
Line 8 Register for 4" HP Turbine, per specifications			
5 ea			
Unit Price	\$196.250		
Extended Price		981.25	
Line 9 Register for 4" TT, per specifications			
5 ea			
Unit Price	\$196.250		
Extended Price		981.25	
Line 10 Register for 6" HP Turbine, per specifications			
2 ea			
Unit Price	\$196.250		
Extended Price		392.50	
Line 11 Register for 6" TT, per specifications			
2 ea			
Unit Price	\$196.250		
Extended Price		392.50	

Line 12 Register for 8" HP Turbine, per specifications			
1 ea			
Unit Price	\$196.250		
Extended Price		196.25	
Line 13 Register for 10" HP Turbine, per specifications			
1 ea			
Unit Price	\$196.250		
Extended Price		196.25	
Line 14 Water Meter 5/8" X 3/4" T10, per specifications			
300 ea			
Unit Price	\$194.700		
Extended Price		58,410.00	
Line 15 Water Meter 1" T10,, per specifications			
300 ea			
Unit Price	\$295.190		
Extended Price		88,557.00	
Line 16 Water Meter 1-1/2" T10, per specifications			
25 ea			
Unit Price	\$452.200		
Extended Price		11,305.00	
Line 17 Water Meter 2" T10, per specifications			
25 ea			
Unit Price	\$546.410		
Extended Price		13,660.25	

Line 18 Water Meter 3" TF Comp, per specifications			
5 ea			
Unit Price	\$2,291.770		
Extended Price		11,458.85	

Line 19 Water Meter 3" HP Turbine, per specifications			
4 ea			
Unit Price	\$1,235.300		
Extended Price		4,941.20	

Line 20 Water Meter 4" TF Comp, per specifications			
3 ea			
Unit Price	\$2,900.000		
Extended Price		8,700.00	

Line 21 Water Meter 4" HP Turbine, per specifications			
3 ea			
Unit Price	\$1,390.590		
Extended Price		4,171.77	

Line 22 Water Meter 6" TF Comp, per specifications			
1 ea			
Unit Price	\$4,710.590		
Extended Price		4,710.59	

Line 23 Water Meter 6" HP Turbine, per specifications			
1 ea			
Unit Price	\$2,478.830		

Extended Price		2,478.83
Line 24 Water Meter 6X8 TF Comp, per specifications		
1 ea		
Unit Price	\$7,638.830	
Extended Price		7,638.83
Line 25 Water Meter 8" HP Turbine, per specifications		
1 ea		
Unit Price	\$3,609.420	
Extended Price		3,609.42
Line 26 Water Meter 10" HP Turbine, per specifications		
1 ea		
Unit Price	\$5,572.950	
Extended Price		5,572.95
Bid Total		238,755.94
Award by Vendor		238,755.94

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	Public Safety
Department	Office of Emergency Management		
Contact	Chip Orton, Director of Emergency Management		

Agenda Caption

CONSIDER APPROVAL – FY2020 EMPG Grant Award
(Contact: Chip Orton, Director of Emergency Management)
This item is consideration of FY2020 EMPG Grant Award (Grant No. EMT-2020-EP-00004) between the City of Amarillo and the Texas Division of Emergency Management. This award will add \$49,220.42 in FY2021 funding to the City of Amarillo.

Agenda Item Summary

This amendment adds funding as a 6-month programmatic extension between October 1, 2019 and March 31, 2021 to complete and close out FY 2020 grant year task requirements.

Requested Action

To approve FY2020 EMPG Grant Award (Grant No. EMT-2020-EP-00004)

Funding Summary

This amendment will add \$49,220.42 in FY2021 funding to the City of Amarillo.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends that the City Council approve this agreement, authorizing the City Manager to execute the contract amendment.



September 21, 2020

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

Re: Grant No: EMT-2020-EP-00004

Dear Deputy City Manager Bonner:

Congratulations, on behalf of the Texas Division of Emergency Management (TDEM), your application for financial assistance submitted under the Federal Fiscal Year (FFY) 2020 Emergency Management Performance Grant (EMPG) has been approved in the amount of \$49,220.42. As a condition of this grant, you are required to contribute a cost match in the amount of \$49,220.42.

The period of performance for your FFY 2020 EMPG grant is October 1, 2019- March 31, 2021. This period of performance reflects a 6- month PROGRAMMATIC EXTENSION ONLY to complete and close out your FFY 2020 grant year task requirements.

Before you receive any of the federal funds awarded to you, you must establish acceptance of this grant award. By accepting this award, you are acknowledging and accepting the terms and conditions of your award, as well as the task requirements outlined in the FY 2020 Local Emergency Management Performance Grant Guide and due dates outlined in the EMPG Application Timeline located on-line at <https://tdem.texas.gov/emergency-management-performance-grant/>. This grant award must be signed and dated below by your jurisdiction's "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM 17B) and returned within 45 days from date received to TDEM.EMPG@tdem.texas.gov. Failure to return documentation to TDEM within 45 days may result in reallocation of funds.

The 2020 Terms and Conditions are enclosed for your review. Once reviewed, please initial and submit to TDEM.EMPG@tdem.texas.gov with this signed EMPG grant award letter.

If you have any questions, please contact the EMPG Unit Chief Lisa Resendez at Lisa.Resendez@tdem.texas.gov or 512-424-7511/512-574-1473 or your District Coordinator.

Respectfully-

W.Nim Kidd MPA, CPA
Chief-Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency
Services
Texas A&M University System

Authorized Official Signature:

Date:

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	Transportation
Department	Capital Projects & Development Engineering - 1415		
Contact	Matt Thomas		

Agenda Caption

CONSIDER CHANGE ORDER #6 - Bid #6072/Project #462023 - Rehabilitation of SE 34th Avenue from Grand Street to Eastern Street FY 16/17 – FY 20/21 Community Investment Program, Proposition 1

Original Contract \$2,549,949.89
Previous Change Orders \$210,506.77
This Change Order \$7,690.75
Revised Contract \$2,768,147.41

This item is to consider approval of changes to the construction contract for Rehabilitation of SE 34th Avenue from Grand Street to Eastern Street.

Agenda Item Summary

This change is for a repair in the right turn lane of S.E. 34th Avenue onto Southbound Eastern due to an irrigation main break adjacent to the roadway. This also includes a reduction in quantity for the 24" Storm Sewer and the 36" Casing.

Requested Action

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

Funding Summary

Funding for this project is available in the Project Budget Number 462023.17400.2040. The construction expenses for this change order were funded from the Proposition 1 funds for Paving Rehabilitation.

Community Engagement Summary

This has minimal impact to the community.

Staff Recommendation

Staff recommends approval of Change Order #6.

Bid No. 6072 STREET & DRAINAGE IMPROVEMENTS REHABILITATION OF 34TH AVE FROM GRAND TO EASTERN STREET
Opened 4:00 p.m. May 17, 2018

To be awarded as one lot	HOLMES CONSTRUCTION		LA FULLER & SONS CONSTRUCTION		J LEE MILLIGAN
Line 1 Removal and disposal of concrete cap (COA 3.03) complete @,per specifications 60 SY	Unit Price	\$30.000	1,800.00	\$11.600	\$64.000
	Extended Price			696.00	3,840.00
Line 2 Preparing the Right of Way or Project Site: Removal and disposal of concrete structure as shown on plans (COA 3.03) complete @,per specifications 1 ea	Unit Price	\$1,200.000	1,200.00	\$1,769.000	\$2,000.000
	Extended Price			1,769.00	2,000.00
Line 3 Preparing the Right of Way or Project Site: Removal and disposal of trees as shown on plan (COA 3.03) complete @,per specifications 4 ea	Unit Price	\$300.000	1,200.00	\$515.000	\$470.000
	Extended Price			2,060.00	1,880.00
Line 4 Preparing the Right of Way or Project Site: Removal and disposal of concrete curb and gutter with saw cuts where necessary, (COA 3.03 complete @,per specifications 762 LF	Unit Price	\$3.600	2,743.20	\$5.100	\$12.600
	Extended Price			3,886.20	9,601.20

To be awarded as one lot	HOLMES CONSTRUCTION		LA FULLER & SONS CONSTRUCTION		J LEE MILLIGAN
Line 5 Preparing the Right of Way or Project Site: Removal and disposal of reinforced concrete pipe, (COA 3.03) complete @, per specifications 41 LF	Unit Price	\$30.000	1,230.00	\$16.000	\$43.500
	Extended Price			656.00	1,783.50
Line 6 Preparing the Right of Way or Project Site: Concrete slab removal including walks, drives, valleys, etc. and saw cuts where necessary, (COA 3.03) complete as specified @, per specifications 16,397 SF	Unit Price	\$1.200	19,676.40	\$0.800	\$1.600
	Extended Price			13,117.60	26,235.20
Line 7 Road Excavation to lines and grades as shown on plans, (COA 4.02) complete @, per specifications 17,426 CY	Unit Price	\$4.800	83,644.80	\$11.700	\$15.000
	Extended Price			203,884.20	261,390.00
Line 8 Excavation, regrading, and channel grading to the slopes shown on the plans, (COA 4.02) complete @, per specifications 5,776 CY	Unit Price	\$6.000	34,656.00	\$9.000	\$12.300
	Extended Price			51,984.00	71,044.80

To be awarded as one lot		HOLMES CONSTRUCTION		LA FULLER & SONS CONSTRUCTION		J LEE MILLIGAN
Line 9 Furnish, haul, place, and compact new fill, select material (PL < 15). Materials is to be placed in lifts not to exceed six inches (6") and compacted to 95% Std Proctor, (COA 4.02), per specifications						
18 CY						
Unit Price		\$30.000		\$42.000		\$166.000
Extended Price			540.00		756.00	2,988.00
Line 10 Lime for subgrade, (COA 4.04) @, per specifications						
315 Ton						
Unit Price		\$225.000		\$210.000		\$226.300
Extended Price			70,875.00		66,150.00	71,284.50
Line 11 Lime Subgrade stabilization to a depth of six inches (6"), at 3% by weight, including preparation, mixing, and compaction of the stabilized subgrade under flexible base, valleys, spandrels, and curb and gutter, (COA 4.04) complete @, per specifications						
41,666 SY						
Unit Price		\$3.450		\$2.600		\$3.350
Extended Price			143,747.70		108,331.60	139,581.10
Line 12 FL BS (CMP in PLC)(TY A)(GR 2)(6"), complete @, per specifications						
618 SY						
Unit Price		\$17.250		\$12.000		\$28.000
Extended Price			10,660.50		7,416.00	17,304.00

To be awarded as one lot	LA FULLER & SONS		J LEE MILLIGAN	
	HOLMES CONSTRUCTION	CONSTRUCTION		
Line 13 FL BS (CMP in PLC)(TY A)(GR 2)(13"), complete @, per specifications				
41,666 SY				
Unit Price	\$13.950	\$15.500	\$21.200	
Extended Price	581,240.70	645,823.00		883,319.20
Line 14 Six inch (6") 3000 psi Concrete curb and gutter, as detailed on plans, (COA 4.09) complete as specified @, per specifications				
5,741 LF				
Unit Price	\$16.250	\$16.500	\$18.200	
Extended Price	93,291.25	94,726.50		104,486.20
Line 15 Six inch (6") concrete flatwork, minimum 3000 psi at 28 days, with #4 steel reinforcing bars, 12" O.C. eash way, including all necessary earthwork and subgrade preparation (COA 4.09) complete @,per specification				
1,607 SF				
Unit Price	\$8.400	\$6.900	\$8.750	
Extended Price	13,498.80	11,088.30		14,061.25
Line 16 Four inch (4") concrete flatwork (sidewalks) reinforced with 6X6-W1.4xW1.4 welded wire mesh on a one inch (1") sand cushion including all necessary earthwork and subgrade preparation, (COA 4.10) installed complete @,per specification				
11,233 SF				
Unit Price	\$5.250	\$5.450	\$5.100	
Extended Price	58,973.25	61,219.85		57,288.30

To be awarded as one lot	HOLMES CONSTRUCTION		LA FULLER & SONS CONSTRUCTION		J LEE MILLIGAN
Line 17 Curb Ramp, install concrete flatwork, thickness and type as indicated on plans, complete with truncated dome surface and side curb as required in COA Curb Ramp details, (COA 4.10) complete @,per specifications					
1,426 SF	Unit Price	\$33.600	\$20.000	\$19.450	
	Extended Price	47,913.60	28,520.00		27,735.70
Line 18 Eight inch (8") concrete flatwork (alley aprons and commercial driveways), minimum 400 psi at 28 days reinforced with #4 reinforcing bars on 12" centers both ways, including all necessary earthwork and subgrade preparation, (COA 4.11) installed complete @, per specifications					
13,266 SF	Unit Price	\$8.950	\$7.800	\$7.550	
	Extended Price	118,730.70	103,474.80		100,158.30
Line 19 Furnish & Install Concrete Cap with #5 steel reinforcing bars, 12" O.C. each way, including all necessary earthwork and subgrade preparation (COA 4.11) complete @per specifications					
123 SY	Unit Price	\$57.750	\$71.000	\$84.300	
	Extended Price	7,103.25	8,733.00		10,368.90

To be awarded as one lot		HOLMES CONSTRUCTION	LA FULLER & SONS CONSTRUCTION	J LEE MILLIGAN
Line 20 Plane existing Asphaltic Concrete Pavement (ACP) one and one half inches (1-1/2") and Stockpile Salvaged Materials, (COA 4.15) complete as specified@ 642 SY				
Unit Price	\$5.500	\$5.600	\$13.950	
Extended Price	3,531.00	3,595.20		8,955.90
Line 21 Plane existing Asphaltic Concrete Pavement (ACP) two inches (2") and stockpile salvaged material, (COA 4.15) complete @,per specifications 24,088 SY				
Unit Price	\$2.200	\$1.800	\$2.200	
Extended Price	52,993.60	43,358.40		52,993.60
Line 22 Furnish, haul, place, and compact one and one-half inch (1-1/2") hot mix asphaltic concrete, Type D, (COA 4.17) complete as specified @ 1,320 SY				
Unit Price	\$18.400	\$13.300	\$16.600	
Extended Price	24,288.00	17,556.00		21,912.00
Line 23 Furnish, haul, place, and compact three inch (3") Hot-Mix Asphaltic Concrete (HMAC), type D, (COA 4.17) in two (2) one and a half inch (1-1/2") lifts complete a specified @ 40,264 SY				
Unit Price	\$16.950	\$16.000	\$16.200	
Extended Price	682,474.80	644,224.00		652,276.80
To be awarded as one lot		HOLMES CONSTRUCTION	LA FULLER & SONS CONSTRUCTION	J LEE MILLIGAN

Line 24 Remove and replace existing asphaltic concrete pavement, base course and subgrade adjacent to concrete flatwork and curb and gutter as noted on plans as necessary, including saw cuts, installed per COA Paving Tie (Typ) detail (COA 4.02,4.07 and 4.17) complete as specified @, per specifications					
228	SY				
	Unit Price	\$34.500	\$68.000	\$43.000	
	Extended Price		15,504.00		9,804.00
Line 25 ReflectORIZED Pavement Markings Type I, White, (100 Mil) Four inch (4") Solid, (COA 4.20), installed complete@, per specifications					
918	LF				
	Unit Price	\$0.610	\$0.640	\$0.650	
	Extended Price		587.52		596.70
Line 26, ReflectORIZED Pavement Markings Type I, White, (100 Mil) Four inch (4") Broken, (COA 4.20), installed, per specifications					
9,486	LF				
	Unit Price	\$0.610	\$0.640	\$0.650	
	Extended Price		6,071.04		6,165.90

To be awarded as one lot	HOLMES CONSTRUCTION		LA FULLER & SONS		J LEE MILLIGAN
			CONSTRUCTION		
Line 27 ReflectORIZED Pavement Markings Type I, Yellow, (100 Mil) Four inch (4"), Solid, (COA 4.20), installed complete @, per specifications 3,305 LF					
Unit Price	\$0.610		\$0.640	\$0.650	
Extended Price		2,016.05	2,115.20		2,148.25
Line 28 ReflectORIZED Pavement Markings Type I, Yellow, (100 Mil) Four inch (4"), Broken, (COA 4.20), installed complete @, per specifications 3,335 LF					
Unit Price	\$0.610		\$0.640	\$0.650	
Extended Price		2,034.35	2,134.40		2,167.75
Line 29 Prefabricated Pavement Markings (Type C, White, Twenty-Four inch (24"), Solid. (COA 4.20) installed complete@, per specifications 178 LF					
Unit Price	\$31.500		\$33.000	\$3.450	
Extended Price		5,607.00	5,874.00		614.10
Line 30 Prefabricated Pavement Markings (Type C, White, Arrow), (COA 4.20), installed complete @, per specifications 18 ea					
Unit Price	\$472.500		\$495.000	\$513.000	
Extended Price		8,505.00	8,910.00		9,234.00

To be awarded as one lot	LA FULLER & SONS		J LEE MILLIGAN
	HOLMES CONSTRUCTION	CONSTRUCTION	
Line 31 Prefabricated Pavement Markings (Type C, White, Chevron), (COA 4.20), installed complete, per specifications			
10 ea			
Unit Price	\$183.750	\$195.000	\$200.000
Extended Price	1,837.50	1,950.00	2,000.00
Line 32 Trenching, supplying, laying, joining, and backfilling Twenty-four inch (24") Reinforced Concrete Pipe, Class III, (COA 5.01) installed complete @, per specifications			
546 LF			
Unit Price	\$145.000	\$497.000	\$120.600
Extended Price	79,170.00	271,362.00	65,847.60
Line 33 Trenching, supplying, laying, joining, and backfilling Forty-eight (48") Reinforced Concrete Pipe, Class III, (COA 5.01) installed complete @, per specifications			
41 LF			
Unit Price	\$450.000	\$285.000	\$416.600
Extended Price	18,450.00	11,685.00	17,080.60
Line 34 Trenching, supplying, laying, joining, and backfilling Thirty-six inch (36") Reinforced Concrete Pipe, Class IV, (COA 5.01) installed complete @, per specifications			
143 LF			
Unit Price	\$295.000	\$233.000	\$242.000
Extended Price	42,185.00	33,319.00	34,606.00

To be awarded as one lot		HOLMES CONSTRUCTION	LA FULLER & SONS CONSTRUCTION	J LEE MILLIGAN
Line 35 Remove existing concrete top and replace with reinforced concrete, Type B-10, storm sewer inlet top, As specified on Plans, (COA 5.01) installed complete @,per specifications				
1 ea				
Unit Price	\$10,500.000	\$6,207.000	\$6,000.000	
Extended Price	10,500.00	6,207.00	6,000.00	
Line 36 install Type B-25, Storm Sewer Inlet, As specified on Plans, (COA 5.01) installed complete @, per specifications				
2 ea				
Unit Price	\$17,000.000	\$16,511.000	\$24,160.000	
Extended Price	34,000.00	33,022.00	48,320.00	
Line 37 Furnish and Install Headwall, Wings & Apron As specified on Plans, (COA 5.01) installed complete@, per specifications				
2 ea				
Unit Price	\$16,500.000	\$12,853.000	\$15,300.000	
Extended Price	33,000.00	25,706.00	30,600.00	
Line 38 Reinforced concrete storm sewer inlet box, Type B-12, furnished, (COA 5.01) installed complete @, per specifications				
1 ea				
Unit Price	\$25,500.000	\$24,619.000	\$27,735.000	
Extended Price	25,500.00	24,619.00	27,735.00	

To be awarded as one lot	LA FULLER & SONS		J LEE MILLIGAN	
	HOLMES CONSTRUCTION	CONSTRUCTION		
Line 39 Junction box complete as detailed on plans, including all miscellaneous items, (COA 5.05) installed complete @, per specifications				
2 ea				
Unit Price	\$20,500.000	\$37,891.000	\$28,250.000	
Extended Price	41,000.00	75,782.00		56,500.00
Line 40 Water Valve Box Adjustment, installed complete as specified @, per specifications				
8 ea				
Unit Price	\$605.000	\$106.000	\$457.000	
Extended Price	4,840.00	848.00		3,656.00
Line 41 Manhole Adjustment, installed complete as specified @, per specifications				
9 ea				
Unit Price	\$935.000	\$406.000	\$1,545.000	
Extended Price	8,415.00	3,654.00		13,905.00
Line 42 Furnish, install, and maintain Traffic Control Plan, (COA 9.04) complete as specified @ per specifications				
1 LS				
Unit Price	\$86,625.000	\$81,674.000	\$97,270.000	
Extended Price	86,625.00	81,674.00		97,270.00

To be awarded as one lot		HOLMES CONSTRUCTION		LA FULLER & SONS CONSTRUCTION		J LEE MILLIGAN	
Line 43 Mobilization/Demobilization including Insurance, Payment Bond, Performance Bond, Maintenance Bond, and related Ancillary Costs. (Shall not exceed three percent (3%) of the Total Construction Cost) (COA 10.01) @, per specifications							
1 LS							
Unit Price		\$59,000.000		\$84,611.000		\$92,200.000	
Extended Price			59,000.00		84,611.00		92,200.00
Line 44 Furnish and Install Sandbags for Erosion Control (6") COA 10.02 complete@,per specifications							
41 ea							
Unit Price		\$65.000		\$4.600		\$15.900	
Extended Price			2,665.00		188.60		651.90
Line 45 Furnish and Install Seeding and Hydromulch as shown and per Specifications, (COA 10.04) Complete in Place @,per specifications							
1 AC							
Unit Price		\$11,500.000		\$1,335.000		\$4,000.000	
Extended Price			14,375.00		1,668.75		5,000.00
Bid Total			2,549,949.89		2,820,518.16		3,074,591.25
Total Awarded							
Change Order #1			\$ 2,549,949.89				
Change Order #2			\$ 9,596.44				
Change Order #3			\$ 104,500.00				
Change Order #4			\$ 123,454.07				
Change Order #5			\$ (58,347.14)				
Change Order #6			\$ 31,303.40				
Revised Total			\$ 7,690.75				
			\$ 2,768,147.41				

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	10/13/2020	Council Priority	
Department	Parks and Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDER APPROVAL OF A CONTRACT WITH JAN MUNCH-SOEGAARD TO SERVE AS THE HEAD TENNIS PROFESSIONAL AT THE AMARILLO NATIONAL TENNIS CENTER.

Agenda Item Summary

Total amount of agreement - \$50,000 annually
This item is a contract with Jan Munch-Soegaard to serve as the Head Tennis Professional at the Amarillo National Tennis Center. The contract includes a 5 year term (The term expires September 30, 2025).

Requested Action

Council consideration and approval of the contract

Funding Summary

Funding for the contract is available in 1830-41000 Personal Services

Community Engagement Summary

7/29/2020 – Tennis Stakeholder Meeting
7/30/2020 – Tennis Public Meeting

Staff Recommendation

Staff recommends approval

CONTRACT FOR OPERATION OF AMARILLO NATIONAL TENNIS CENTER

THIS Contract is entered into by and between the CITY OF AMARILLO, a municipal corporation situated in Potter and Randall Counties, Texas, 601 S. Buchanan Street, Amarillo, Texas 79101, hereinafter referred to as "CITY", and JAN MUNCH-SOEGAARD [REDACTED] Street, Amarillo, Texas 79109, hereinafter referred to as "CONTRACTOR," upon the following terms and conditions, performable in Randall County, Texas.

1. CITY is the owner of the Amarillo National Tennis Center and during the term of this agreement. CONTRACTOR will serve as the head Tennis Professional under the administration of the City Manager acting through the Director of Parks and Recreation.

2. CONTRACTOR shall be paid the sum of Three Thousand Five Hundred Forty One Dollars (\$3,541.00) per month for April, May, June, July and August Four Thousand Six Hundred Thirteen Dollars Fifty Seven Cents (\$4,613.57) for September, October, November, December, January, February and March by CITY for CONTRACTOR'S services, for a total amount of \$50,000 annually. The CONTRACTOR will also receive 100% of gross receipts for the lessons that the CONTRACTOR teaches with the exception of court fees which will be paid to the CITY. All other revenues will be retained by the CITY.

3. The CITY will manage and operate the ANTC including all fee collections, staffing, reception, sales, and daily cleaning tasks.

4. The CONTRACTOR will at his expense instruct and facilitate the Junior Program (minimum of fourteen (14) hours a week during the school year). All revenues will be retained by the CITY.

5. The CONTRACTOR will instruct and facilitate a minimum of eight (8) Tennis Summer Camps. Additional instructors may be hired by the CITY to help instruct the Camps in coordination with the CONTRACTOR. All revenues will be retained by the CITY.

6. The CONTRACTOR will act as the Tournament Director for City sponsored Tennis Tournaments at the ANTC.

7. The CONTRACTOR will provide the existing login information for Social Media sites related to the Amarillo National Tennis Center to the CITY.

8. The CONTRACTOR will utilize CITY software for tracking all transactions. The CITY will be responsible for tracking, maintenance and training of staff to utilize software.

9. The CONTRACTOR will work with CITY staff to schedule all events, clinics, camps, tournaments, and leagues.

10. The CONTRACTOR will direct any sponsors, donors or other financial contributors to the CITY.

11. The CONTRACTOR will work the CITY to promote and market Tennis and Pickleball.

12. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS AND EMPLOYEES, FROM ANY AND ALL DAMAGES (INCLUDING COURT COSTS, INTEREST AND REASONABLE ATTORNEY FEES), CLAIMS, COSTS AND CAUSES OF ACTION INCLUDING ATTORNEY FEES WHICH MAY BE ADVANCED BY ANY PERSON, FIRM OR CORPORATION CLAIMING INJURY OR DEATH TO PERSONS OR DAMAGE TO PROPERTY ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S ACTIONS UNDER THIS CONTRACT.

11. CONTRACTOR shall give CITY prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interest.

12. CONTRACTOR agrees to conduct his personal business affairs in a manner that will not reflect negatively on CITY.

13. CONTRACTOR agrees to charge such rates and prices for services as may be approved or prescribed on an annual basis for following year by the CITY.

14. CONTRACTOR will present to the Director of Parks and Recreation annually, by January 15, his program for tennis promotion, including but not limited to, proposed tournaments, lessons, junior programs, ladies programs, leagues and special events. CONTRACTOR will present to the Director of Parks and Recreation a proposed program of tennis center Improvements annually. Tennis center Improvements requiring substantial expenditures not available in the current maintenance budget shall be presented no later than February 1 of each year for consideration in proposed budget preparation. Routine projects will be planned sufficiently in advance to allow necessary materials to be secured.

15. CITY will utilize CONTRACTOR'S knowledge to train CITY maintenance

personnel, who may be assigned by CITY to work at the Tennis Center or that may be assigned for special maintenance projects. CITY will be responsible for all routine and daily maintenance of cleaning the pro shop, restrooms; removing trash from tennis courts, court sweeping, cleaning Indoor courts at least once per week, and patching small cracks In courts with patching material to be furnished by CITY.

16. CITY personnel will handle all other repairs and maintenance including watering and picking up trash and other debris on the grounds around the tennis center.

17. CITY shall keep all facilities in good working order. When facilities are not in good working order, CONTRACTOR shall notify CITY in writing and it will be CITY'S responsibility to correct the problem. This contract may be terminated without cause by either party upon thirty (30) days written notice thereof to the non-terminating party. This contract shall be terminated immediately upon written notice should CONTRACTOR become bankrupt or make an assignment for the benefit of his creditors or In the event the tennis center remains closed when it should be open and operating under the terms of this Contract. Notice shall be sent by registered mail, return receipt requested or by hand delivery to the parties at the address stated above. In the event of termination, CITY may enter the premises and take possession of and operate the same for its own account. In such event, CONTRACTOR agrees to peaceable surrender possession the tennis center and all CITY owned property and shall immediately remove all property owned by CONTRACTOR.

18. This Contract shall not be assigned, transferred or amended without the express written approval of both parties.

19. This Contract will begin immediately upon execution by both parties and terminate on the 30th day of September 2025.

20. This contract supersedes any previous contracts containing the same subject matter between the parties.

CONTRACTOR

(Printed Name)

(Signed Name)

Date: _____

SSN: _____

DOB: _____

Phone No: _____

CITY OF AMARILLO (CITY)

By: _____
Jared Miller, City Manager

ATTEST:

Frances Hibbs, City Secretary

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	Economic Development
Department	City Manager		
Contact	Floyd Hartman, Assistant City Manager Development Services		

Agenda Caption
Consideration and approval of a lease agreement with the Amarillo Chamber of Commerce Inc.

Agenda Item Summary
Consider renewal of office and storage space lease to the Amarillo Chamber of Commerce Inc. at 1000 S. Polk. Recent changes are such that the Chamber and the Convention and Visitors Bureau leases are separate. This lease is specifically for the areas the Chamber utilizes.

Requested Action
Approval of agreement.

Funding Summary
Change in entity relationship, Chamber no longer responsible for space leased to Convention and Visitors Bureau.

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

Staff Recommendation
Staff recommends approval.

10/6/2020 _____

LEASE AGREEMENT

This agreement of lease, made and entered into on the date of the last of the parties hereto to execute this agreement, by and between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called "LESSOR," and the Amarillo Chamber of Commerce, Inc., a Texas corporation, hereinafter called "LESSEE;"

W I T N E S S E T H:

That the LESSOR does by these presents lease, let and demise unto the LESSEE under the terms, conditions and considerations herein set forth, the land and premises described herein, situated in Potter County, Texas. The area and lease usage breakdown of the leased premises is depicted in the drawings attached to this agreement as Exhibit A.

1. Term. The term of this lease shall commence on October 1, 2020 and shall be for a primary term of 5 years. At the end of the primary term this lease will automatically renew for an additional 5 year term unless either party provides written notice at least 3 months prior to the end of the primary term that it does not want to renew the lease.

2. Rental. The LESSEE agrees to pay to the LESSOR at its offices at 601 S. Buchanan St., Room 303, Amarillo, Texas. LESSEE shall pay no rental amount for the first year of the primary term of the Agreement. In the second year of the primary term the LESSEE shall pay a rental in the sum of \$5,619.75 per year payable in 12 equal monthly installments of \$468.31 on the first day of each month in advance. In the third year of the primary term the LESSEE shall pay a rental in the sum of \$11,239.50 per year payable in 12 equal monthly installments of \$936.63 on the first day of each month in advance. In the fourth year of the primary term the LESSEE shall pay a rental in the sum of \$16,859.25 per year payable in 12 equal monthly installments of \$1,404.94 on the first day of each month in advance. In the fifth and last year of the primary term the LESSEE shall pay a rental in the sum of \$22,479.00 in 12 equal monthly installments of \$1,873.25 on the first day of each month in advance. In the event

that LESSEE shall default in the prompt payment of said rental for any month, the LESSOR, at the LESSOR's option, may declare the entire rentals for the remainder of the term, whether primary or renewal, due and payable without further notice, without prejudice to any other right or remedy that the LESSOR may have under this lease or provided by law. In the event LESSOR elects not to declare the entire rentals due and payable LESSEE agrees to pay a penalty of 12% per annum interest on all rental payments past due more than ten days. Posting of a check for payment 5 days prior to the first day of a month shall not be considered default if it is not timely received by the LESSOR. The total annual rent for subsequent years during the renewal term of the lease will be adjusted upward or downward to reflect the changes in the purchasing power of the dollar. The base for the purpose of the rental adjustment will be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor. This percentage of the base rent will be added to the annual base rent or subtracted from it if the change is downward and this sum will constitute the annual adjusted rent.

3. Use of Premises. (a) LESSEE covenants to not use the premises in any manner that is inconsistent with the zoning or other ordinances of the City of Amarillo or state law, or in any manner inconsistent with the terms of this agreement. The LESSEE agrees that the LESSEE will keep the premises, inside and outside, in a clean and sanitary condition, eliminating trash, vegetation, wastepaper, rubbish or any scrap materials that may result from LESSEE's operations. LESSEE will not use any area for storage that is not leased by LESSEE, and will store no highly combustible or hazardous substances on the premises.

(b) LESSEE shall have the right to use all common areas of the building and grounds on a nonexclusive basis with other tenants of the building. Common areas include the reception rooms on the first and second floors, the main boardroom on the first floor, the Bush room, the elevators, the hallways, the rest rooms, alley parking spaces and on-site parking spaces.

4. Maintenance, Repairs and Restoration. (a) The LESSOR shall maintain and keep in a good state of repair the exterior walls, foundation, roof and main structural parts of the building, but shall not be responsible for any repairs necessitated by any act or omission or commission of the LESSEE, the LESSEE's employees, agents, patrons, visitors or guests. LESSEE will promptly report problems to LESSOR'S facilities maintenance department.

(b) LESSOR will furnish one (1) set of keys to locks in LESSEE's leased area and common areas, which keys may not be duplicated. LESSEE may request additional keys from LESSOR at LESSOR's cost and will control access to such keys by keeping a key inventory and log. Doors will remain locked after hours, and LESSEE will ensure that persons having access to the building will keep it locked.

(c) The LESSEE shall take good care of the premises and shall be responsible for the upkeep and maintenance of the premises, including all of the fixtures, and shall suffer no waste. LESSEE shall promptly restore to its condition before damage any damages to LESSOR's property, whether leased or not, caused by act, omission or commission of the LESSEE, the LESSEE's employees, agents, patrons, visitors or guests. If the LESSEE desires to redecorate the premises, the LESSEE shall have the right to do so at LESSEE's own expense, provided the LESSEE first notifies the LESSOR and outlines briefly the plan for redecoration. Such must comply with any applicable historical preservation restrictions.

(d) LESSOR will perform custodial services on the leased premises.

5. Payment Obligations. In addition to rental under Section 2, LESSEE shall pay all business personal property taxes when due and shall allow no liens to attach to LESSEE's property on the premises.

6. Alterations. The LESSEE shall not make any alterations to the demised premises, including drilling holes into or driving nails into the woodwork or walls except upon the written consent from the LESSOR. All alterations, additions and improvements, including partitions, fixtures, floor coverings and lighting installed by the LESSEE with the consent of the LESSOR at LESSEE's expense shall become the property of the LESSOR at the expiration of this lease.

The LESSEE shall not attach any signs on or about the premises except as where first approved by the LESSOR, which approval shall not be unreasonably withheld. The LESSOR shall have the right to remove any sign or signs in order to maintain or repair the outside of the building without expense to the LESSOR.

7. Assignment. The LESSEE shall not assign this lease or sublet the premises or any part thereof without the prior written consent of the LESSOR.

8. Damage or Destruction of the Premises. In the event that the premises or any part thereof shall, during any time this lease is in effect, be damaged by fire, explosion, windstorm, or any other accident or calamity, the LESSEE shall give immediate notice to the LESSOR; and if the premises are so damaged as to be rendered unfit for occupancy, then in such case should the LESSOR elect not to rebuild or repair said damages within thirty (30) days from the date of notice by LESSEE, this lease shall terminate and be at an end, and the rental shall be paid to the date of the damages. However, in the event the premises are only destroyed or damaged in part so the same shall be in part suitable for occupancy and in part not suitable for occupancy, then the LESSOR may cause the premises to be restored and repaired at LESSOR's costs, and during the period of repair or reconstruction, the rent shall abate proportionately in the proportion that the damaged or unsuitable portion bears to the whole of the leased premises; and when the same has been so repaired and reconstructed so the entire premises shall be fit for occupancy, then the full rental payments as provided in this lease shall be resumed. By this lease, the LESSOR assumes no obligation to insure or be otherwise financially responsible for any damages or harm to LESSEE's property contained on the premises.

9. Remedy for Breach. In case of default in any of the covenants herein, LESSOR may enforce the performance of this lease in any mode provided by law, and this lease may be terminated at the LESSOR's discretion if such default continues for a period of thirty (30) days after LESSOR notifies LESSEE of such default and of LESSOR's intention to declare the lease terminated. If such default or failure be not corrected before the expiration of thirty (30) days from the date of such notification, then this lease shall cease and come to an end, except that

such termination shall not relieve LESSEE of LESSEE's obligations to pay the rental for the full term. Thereafter, the LESSOR shall have the right, without further notice or demand, to peaceably reenter and remove all persons and LESSEE's property there from without being deemed guilty in any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant; or LESSOR may resume possession of the premises, and relet the same for the remainder of the term at the best rent obtainable for account of the LESSEE, who shall make good any deficiency.

10. Lien. The LESSOR shall have and is hereby granted an express lien upon all fixtures, equipment and personal property placed in the premises by the LESSEE during the term of this lease, to secure the payment of all rentals due or to become due in the performance of the covenants contained in this lease, and in such event none of such fixtures, equipment or personal property shall be removed from the premises without the express consent of the LESSOR.

11. Liability. The LESSOR shall not be liable to the LESSEE or to LESSEE's employees, patrons or visitors for any damage of any kind whatsoever because of the condition of the leased premises or any adjoining premises. LESSEE has had opportunity to inspect the premises and accepts it AS IS. **The LESSEE expressly waives any defects in the premises and agrees to indemnify and hold the LESSOR harmless from any and all claims by any person whatsoever for any damage, claim, cause of action and attorneys fees of any kind whatsoever arising out of or incidental to the occupancy or use of the demised premises, and the adjacent public streets and right-of-way when such is closed for exclusive use of LESSEE.**

12. Bankruptcy or Insolvency. In the event the LESSEE shall make any assignment for the benefit of creditors, or in the event any proceedings are instituted in any court for or involving the LESSEE's adjudication as a bankrupt or an insolvent, or in the event proceedings are instituted in court for the appointment of a receiver for any property of the LESSEE, it shall be conclusively deemed that the LESSEE has made default under the covenants of this lease, and the LESSOR shall have the right to terminate this lease in the event such default continues for a

period of thirty (30) days after LESSOR notifies LESSEE of such default and of LESSOR's intention to declare this lease terminated. In no event shall this lease be deemed an asset of LESSEE after LESSEE's adjudication as a bankrupt or insolvent, or after the appointment of any receiver of any of the property of LESSEE or after any proceedings are instituted in any court for the reorganization, liquidation or dissolution of the LESSEE.

13. Quiet Enjoyment. LESSOR warrants that LESSOR has full authority to make this lease and is the owner of the premises leased hereunder, and binds and obligates the LESSOR to maintain the LESSEE in peaceable and quiet enjoyment of said premises during the existence of said lease so long as the LESSEE complies with all the covenants and conditions imposed upon the LESSEE under the terms of this lease.

14. Ingress and Egress. The LESSOR reserves the right of ingress and egress at all reasonable hours for the purpose of inspecting the premises to see that they are maintained and operated in accordance with and in compliance with the terms of this lease, and to discharge LESSOR's duties hereunder.

15. Holding Over. In the event the LESSEE should hold over the leased premises after the expiration of this lease, said holding over shall operate and be construed as a tenancy from month to month at a monthly rental one and one-half times the last monthly lease payment paid.

16. (a). **LESSEE agrees to indemnify and hold harmless LESSOR from and against all liability for injuries or death to persons or damage to property, including damages and attorney fees, occasioned by LESSEE's negligence in the use or occupancy of its portion of the leased premises, or occasioned by defects in the premises, provided that LESSEE will not be responsible for damage or loss occasioned by the negligence of LESSOR's employees. LESSEE will give LESSOR prompt notice of any claim for damage made to LESSEE, and LESSOR may defend the same to the extent of its interest or may require LESSEE to provide such defense.**

(b) In order to provide the indemnity required herein, LESSEE will maintain in force insurance coverage as required by Specification 1.05 of the City of Amarillo.

17. Notice. Notice, provided under the terms of this lease or otherwise, shall be given to the LESSOR and to the LESSEE by mailing notice thereof to the LESSOR at P.O. Box 1971, Amarillo, Texas 79105, and to the LESSEE at 1000 Polk, Amarillo, Texas 79101.

WITNESS OUR HANDS as of the date of the last of the parties to sign which is the _____ day of October, 2020.

ATTEST:

THE CITY OF AMARILLO, LESSOR

Frances Hibbs, City Secretary

By _____
Jared Miller, City Manager

ATTEST:

AMARILLO CHAMBER OF COMMERCE, INC.

Corporate Secretary

By _____
Office _____

M



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	Economic Development
Department	City Manager		
Contact	Floyd Hartman, Assistant City Manager Development Services		

Agenda Caption

Consideration and approval of Agreement for Accounting and Investment and Management Information Services with the Amarillo Chamber of Commerce Inc.

Agenda Item Summary

Consider replacement of fiscal services agreement with the Amarillo Chamber of Commerce Inc. Recent changes are such that the Chamber and the Convention and Visitors Bureau (CVB) were separated. This agreement is specifically for the services the Chamber utilizes and removes the services for the CVB.

Requested Action

Approval of agreement.

Funding Summary

Change in entity relationship, Chamber no longer responsible for services provided to CVB.

Community Engagement Summary

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

Staff Recommendation

Staff recommends approval.

10/06/2020 BSM

AGREEMENT FOR ACCOUNTING AND INVESTMENT AND MANAGEMENT INFORMATION SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas, hereinafter called "CITY," whose address is P. O. Box 1971, Amarillo, Texas 79105-1971 and the Amarillo Chamber of Commerce, Inc., hereinafter referred to as "CHAMBER" whose address is 1000 South Polk Street, Amarillo, Texas, 79101, for the provision of accounting, investment and management information services upon the following terms, conditions and requirements:

I. SERVICES

The CITY will provide accounting, and investment and management information services to the CHAMBER which will utilize the CITY'S financial accounting and reporting system, and the CITY'S fiscal year.

II. TERM

The term of this agreement will be for a term of one (1) year from the date of execution by the last of the parties to sign. The agreement will automatically extend for subsequent terms of one (1) year unless either party shall give written notice of termination to the address stated above at least sixty (60) days prior to the expiration of a term.

III. FEE

CHAMBER shall pay no fee for the primary term of the Agreement. In the first renewal term the CHAMBER shall pay a fee in the sum of \$4,880.50 per year payable in equal quarterly installments of \$1,220.13 on the first day of January, April, July, and October. In the third renewal term the CHAMBER shall pay a fee in the sum of \$9,761.00 per year payable in equal quarterly installments of \$2,440.25 on the first day of January, April, July, and October. In the fourth renewal term the CHAMBER shall pay a fee in the sum of \$14,641.50 per year payable in equal quarterly installments of \$3,660.38 on the first day of January, April, July, and October. In the fifth renewal term the CHAMBER shall pay a fee in the sum of \$19,522.00 in equal quarterly installments of \$4,880.50 on the first day of January, April, July, and October.

The fee shall be adjusted for each additional renewal term to reflect changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the month of September 2020. The difference between the index figure for September 2020 and the

September immediately preceding the beginning of each yearly anniversary of the Agreement shall be determined and computed as a percentage of change. This percentage of the change shall be added to the fee, or subtracted from it if the change be downward, and the sum shall constitute the annual fee after the adjustment.

If any change is made by the United States government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any lease extension option shall be made by the parties.

IV. BUDGET SYSTEM

CITY will furnish the necessary software for budget preparation by the CHAMBER and will enter the CHAMBER'S budget into the CITY'S financial data processing system. Budget codes will be supplied to satisfy the CHAMBER'S unique functions. Budgetary controls will be imposed to prevent expenditures in excess of budgeted amounts. The CITY'S accounting department will assist the CHAMBER in budget amendments or transfers should they become necessary.

V. MANAGEMENT REPORTS

CITY will furnish the financial system for the CHAMBER staff to run management reports and CITY staff will provide support to the CHAMBER and such other reports as needed.

VI. CASH MANAGEMENT

The CITY will invest the CHAMBER'S reserve funds and idle operating cash according to the CITY'S Investment Policy to the benefit of the CHAMBER'S accounts.

VII. FIXED ASSETS ACCOUNTING

Fixed assets will be accounted for in total by location. A depreciation schedule will be provided.

VIII. AUDIT REPORTS

CHAMBER will be carried as an agency fund in the CITY'S annual audit report. A separate annual audit report will be required for the CHAMBER at the CHAMBER'S expense.

IX. PURCHASING SERVICE

CITY will perform the necessary services for the acquisition of goods and services by competitive bids. The purchasing system will pre-encumber the CHAMBER'S budget upon issuance of requisitions. Purchase orders will charge the account.

X. TRAINING AND SUPPORT

CITY will provide training and support to the CHAMBER'S personnel for preparation of the documents necessary to utilize the CITY'S financial system.

XI. CHAMBER OBLIGATIONS

CHAMBER will furnish to the CITY such periodic reports and information and in such format as the CITY may require to enable the CITY to perform the functions undertaken in this agreement. Failure to provide the information will excuse the CITY from the timely requirements imposed herein.

XII. CITY NOT OBLIGATED TO THIRD PARTIES

CITY shall not be obligated or liable hereunder to any party other than the CHAMBER, and the CHAMBER may not make any assignment or create any obligation on the CITY without the express written consent of the CITY.

XIII. BREACH

Failure of either party to perform the obligations herein imposed shall constitute a breach of this agreement which shall be cured within ten (10) days following notice in writing of such breach sent to the address stated above. Failure to cure shall allow the party not in breach to cancel this agreement by written notice of cancellation.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

ATTEST:

Frances Hibbs, City Secretary

CITY OF AMARILLO

By: _____
Jared Miller, City Manager

Date: _____

ATTEST:

Secretary

Amarillo Chamber of Commerce, Inc.

By: _____

Date: _____

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	Economic Development and Redevelopment
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Managing Director - Planning and Development Services
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Agenda Caption

CONSIDER AMENDMENT TO COMMERCIAL CONTRACT FOR SALE OF CITY OWNED PROPERTY – APPROXIMATELY 1.1364 ACRES OF LAND LOCATED ADJACENT TO THE SOUTHEAST CORNER OF 34TH AND OSAGE, AMARILLO TX

This item authorizes the City Manager to execute a contract amendment for the sale of 1.1364 acres of land located adjacent to the southeast corner of 34th and Osage.

Agenda Item Summary

In February of 2019, the City executed a listing agreement with Gaut Whittenburg Emerson to list for sale 4.25 acres of city-owned land located at the SE corner of 34th and Osage. The 2.5-acre corner listed at \$12 per square foot and the eastern 1.75 acres listed at \$7 per square foot.

This property and the remaining acreage was identified by city staff as surplus property likely to receive a competitive offer, if listed. By selling the tract, the city would save money by no longer maintaining the property. It would also bring in new tax revenue by placing it on the tax rolls and allowing for future potential sales tax revenue by selling a general retail zoned corner that has over 32,000 vehicles driving through per day. The revenue gained by selling the acreage may also be used to address other city funding needs and priorities.

Since listing in February 2019, the City has approved the sale of a portion of the 4.25 located on the southeast corner. A second offer has now been received for 1.1364 east of the previously sold portion. The offer is from People’s Federal Credit Union for \$300,000 or \$6.06/square feet.

October 13, 2020 Update - due to new information on the requirements to extend infrastructure to serve this location and having to build their pad up higher than expected, the buyer requested a credit at closing to help offset the unexpected costs. The city and buyer have negotiated a credit of \$35,000 for City Council consideration.

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas		

Agenda Caption

CONSIDER – Contract 2 Professional Services Agreement with CH2M Hill Engineers, Inc. – Rehabilitation Improvements at River Road Wastewater Reclamation Facility in the amount of \$210,194.00

Agenda Item Summary

This item is to consider approval of the professional services agreement. Contract No. 2 Professional Services Agreement with CH2M Hill Engineers, Inc. increases the scope of work to: 1) provide construction phase services, 2) design the replacement of the existing flare and, 3) add control panel and timer controls to coordinate operation of the pumps for the mixing system for each of the digesters. CH2M Hill was selected under RFQ 12-17 of prequalified Professional Services Contracts per City of Amarillo Purchasing Procedures.

Requested Action

Consider approval of agreement with CH2M Hill Engineers, Inc. in the amount of \$210,194.00 for execution by the City Manager.

Funding Summary

Funding for this project is available in Project Budget Numbers 530013, 530014, and 530015. These projects were approved in the FY 17/18 Community Investment Program. This project is funded with water and sewer revenue bonds.

Community Engagement Summary

The work is located within the boundaries of the River Road Wastewater Reclamation Facility. As the project progresses through design and construction, coordination will occur with River Road WRF personnel.

Staff Recommendation

City Staff is recommending approval of the contract.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and CH2M HILL Engineers, Inc. ("ENGINEER").

OWNER hereby engages ENGINEER to perform the engineering services which correspond with the Contract 2 - Rehabilitation Improvements at the River Road Wastewater Reclamation Facility, including the Digester Mixing System (530013), Aeration Basin Diffusers (530014), and Secondary Boiler (530015) (the "Services"):

The Services are more particularly set forth in the documents dated August 19, 2019 and June 12, 2020, from ENGINEER and attached as Exhibit "A" to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibit "A" and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to accept as payment for the completion of the Services a maximum fee, inclusive of expenses, of \$210,194.00. Additional services outside the Scope of Work will require prior written approval by OWNER.

II.

ENGINEER will submit monthly billings based on the evaluation processes of the Services. ENGINEER'S billings will be in writing and of sufficient detail to fully identify the work performed to date of billing. No invoices detailing services performed outside the Scope of Work will be paid without corresponding proof of prior written authorization by the OWNER. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Services on schedule. OWNER'S representative for purposes of this Agreement shall be Matthew Thomas, City Engineer, or his designee. ENGINEER will begin work on the Services within 5 days after receipt of written notification to proceed from OWNER.

IV.

ENGINEER agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work ("Work Product") arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, will be the sole and exclusive property of OWNER and are deemed "Works Made for Hire". ENGINEER agrees to and does hereby assign the same to OWNER. ENGINEER will enter into any and all necessary documents to effect such assignment to OWNER. ENGINEER is entitled to maintain copies of all Work Product that is produced or used in the execution of this Agreement. It is understood that ENGINEER does not represent that such Work Product is suitable for use by OWNER on any other projects or for any purposes other than those stated in this Agreement. Reuse of the Work Products by OWNER without the ENGINEER'S specific written authorization, verification and adaption will be at OWNER'S risk and without any liability on behalf of ENGINEER.

V.

ENGINEER agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by ENGINEER or its employees and agents shall be used by ENGINEER or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VI.

ENGINEER agrees that OWNER or its duly authorized representatives will, until the expiration of 3 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII.

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of ENGINEER.

VIII.

ENGINEER shall furnish at ENGINEER'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX.

If ENGINEER is requested in writing by OWNER to provide any services outside of the Scope of Services, ENGINEER and OWNER will agree in writing as to the nature of such services and to a price for such services before any work is started.

X.

ENGINEER SHALL AGREE TO INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, ENGINEER UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISED CONTROL. ENGINEER SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR ENGINEER'S NEGLIGENCE AND THAT OF ENGINEER'S EMPLOYEES, CONTRACTORS, AND AGENTS.

XI.

ENGINEER will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement as Exhibit "B" and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

XII.

ENGINEER shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party 7 days prior written notice. Upon receipt of notice of termination, ENGINEER will cease any further work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XIV.

In the event OWNER finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given 30 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 30 days ENGINEER has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XV.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI.

ENGINEER'S address for notice under this Agreement is as follows:

CH2M HILL Engineers, Inc.
Attention: Jennifer Henke, P.E.
1999 Bryan Street, Suite 1200
Dallas, Texas 75201
Telephone: 469-941-8897
E-Mail: Jennifer.henke@jacobs.com

OWNER'S address for notice under this Agreement is as follows:

City of Amarillo
Attention: Matthew Thomas, P.E.
PO Box 1971
Amarillo, Texas 79105-1971
Telephone: (806) 378-9334
Fax: (806) 378-3024
E-Mail: matthew.thomas@amarillo.gov

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending by fax, or e-mail and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVII.

All obligations of OWNER are expressly contingent upon appropriation by the Amarillo City Council of sufficient, reasonably available funds.

XVIII.

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel. ENGINEER agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees or agents of ENGINEER be deemed employees of OWNER. ENGINEER shall be free to contract for similar services to be performed for others while ENGINEER is under Agreement with OWNER.

XIX.

ENGINEER will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

XX.

ENGINEER agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of the Services. ENGINEER further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended and to comply with the provisions contained in the Americans With Disability Act, as amended.

XXI.

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXII.

OWNER and ENGINEER hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither OWNER nor ENGINEER will be obligated or liable to any third party as a result of this Agreement.

XXIII.

ENGINEER will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the OWNER.

XXIV.

This Agreement is entered into and is to be performed in the State of Texas. OWNER and ENGINEER agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XXV.

In no event shall the making by the OWNER of any payment to ENGINEER constitute or be construed as a waiver by the OWNER of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the OWNER in respect to such breach or default.

XXVI.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

ATTEST:

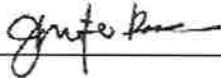
Frances Hibbs, City Secretary

CITY OF AMARILLO
(OWNER)

By: _____
Jared Miller, City Manager

Date: _____

CH2M HILL ENGINEERS, INC.
(ENGINEER)

By: _____


Printed Name: _____
Jennifer Kassa

Title: _____
Designated Manager/Manager of Projects

Date: _____
September 28, 2020

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	Transportation
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Department	Street / 1420
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Agenda Caption

Purchase – Asphaltic Emulsion CHFRS-2P: Award to Ergon Asphalt & Emulsion, Inc. – \$90,000.00. This item awards a contract for the purchase of CHFRS-2P Emulsion used by the Street Division to seal cracks in paved streets from November through March.

Agenda Item Summary

CHFRS-2P is an asphaltic emulsion used by the Street Division to seal cracks in paved streets throughout the City.

Requested Action

Award this contract to Ergon Asphalt & Emulsion, Inc. in the amount of \$90,000 (\$2.25 per gallon). This cost per gallon is a decrease of 10% below last year’s contract unit price of \$2.50 per gallon.

Ergon Asphalt & Emulsions, Inc. submitted a bid of \$2.25 per gallon picked up at their plant in Temple, TX, or \$2.77 per gallon delivered to the City’s Service Center in Amarillo. To ensure the most cost effective price was selected for the City, the Street Division secured quotes for transportation of the CHFRS-2P from two (2) local companies. Groendyke Transport, Inc. submitted the lowest quote for transportation in the amount of \$0.345 per gallon, plus a fuel surcharge fee. Therefore, the Street Division will secure transportation of the CHFRS-2P separately.

Funding Summary

Funding in the amount of \$100,000 for the purchase of CHFRS-2P Emulsion is available in account 1420.68300 (R&M Improvements) of the 2020/2021 Street Division Budget. This year’s bid price of \$2.25 per gallon is 10% below the budgeted price of \$2.50 per gallon. No State or Federal funds will be used for the purchase of this material.

Community Engagement Summary

N/A

Staff Recommendation

Street Division recommends acceptance of the bid as offered.

City



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	Transportation
Department	Street		
Contact	Chris Mitchell, Street Superintendent		

Agenda Caption

Purchase – B-4 Aggregate (Pre-coated): Award to L.A. Fuller & Sons Construction Ltd. - \$783,125.00. This item awards a contract for the purchase of Pre-coated B-4 Aggregate, used by the Street Division during the summer for sealcoating of paved streets.

Agenda Item Summary

Pre-coated B-4 Aggregate, in conjunction with Asphaltic Cement (AC-5), is used during the sealcoating process. AC-5 is applied to the street surface as a sealant, followed by the pre-coated B-4 aggregate which adheres to the AC-5 forming a new driving surface. The sealcoating process is essential to extending the life of City streets.

Requested Action

Award this contract to low bidder meeting specification, L.A. Fuller & Sons Construction Ltd. at price of \$89.50 per cubic yard. This year’s bid price is an increase of 7.55% over last year’s contract price of \$83.22 per cubic yard.

Funding Summary

Funding in the amount of \$710,000 for the purchase of Pre-coated B-4 Aggregate is available in account 1420.68300 of the 2020/2021 Street Division Budget. The \$783,125.00 cost is 10.3% more than the amount budgeted. The additional funds needed to purchase the entire contract amount will be available in Street Division account 1420.68300. No State or Federal funds will be used for the purchase of this product.

Community Engagement Summary

N/A

Staff Recommendation

Street Division recommends acceptance of this bid.

Bid No. 6871 B-4 AGGREGATE (PRE-COATED)
Opened 4:00 p.m., August 20, 2020

To be awarded as one lot		L A FULLER & SONS CONSTRUCTION	J LEE MILLIGAN
Line 1 Aggregate , per specifications			
8,750 ea			
Unit Price	\$89.500	\$93.18	
Extended Price	783,125.00	815,325.00	
Bid Total	783,125.00	815,325.00	
Award by Vendor		AMARILLO TX	
City			

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	Consent Agenda Item
Department	Andrew Freeman - Director of Planning and Development Services		

Agenda Caption

Dedication of a 1.26 acre tract of land for Public right-of-way purposes adjacent to Lot 1, Block 2, Lot 1, Block 3, and Lot 1, Block 1, Corrected Southgate Subdivision, an addition to the City of Amarillo, in Section 31, Block 9, B.S.&F. Survey, Randall County, Texas
Grantor: Attebury Elevators LLC
(Vicinity: Interstate 27 and Bell St.)

Agenda Item Summary

The above tract of land was originally dedicated for public right-of-way purposes and as Blake Ave. in 1973. The manner in which this occurred was via plat (Corrected Southgate Subdivision).

In 1985, plans to develop the land north and south of Blake Ave were being considered and the project's scale was large enough to necessitate consolidation of all adjacent land into one tract. Therefore, to accommodate the proposed development, vacation of the right-of-way was considered and approved in 1985.

That said and as can be seen by the attached sketch of the area, the project never occurred and land adjacent has remained vacant. Additionally, the once improved right-of-way has remained as a paved and curbed and guttered surface.

Currently, there are active development plans for a Convenience Store (QuickTrip), north of Blake Ave, which have recently been submitted for review and as designed, there is a public access point along the once abandoned right-of-way. Although this is not the only access point to the site, it is integral to the overall site's traffic flow to be utilized by the public.

As mentioned previously, because the abandoned right-of-way still remains an improved surface, the City of Amarillo stipulated that before consideration of the request, repairs and/or improvements to the surface that bring the surface up to City specifications would be required. The land owner has complied with this requirement and at the time of this writing, the City Engineer has inspected and approved of said repairs/improvements.

Therefore, the tract of land to be considered is now suitable for use as a public right-of-way as originally intended should it be approved.

Requested Action/Recommendation

Planning staff is of the opinion that re-dedication of the above tract of land as a public right-of-way, as initially intended, is appropriate. Therefore, staff recommends **Acceptance** as submitted.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER

STREET DEDICATION

Date: September 16, 2020

GRANTOR: Attebury Elevators, LLC

GRANTOR'S ADDRESS: 3905 S. Bell St., Suite B, Amarillo, Randall County, Texas 79109

:GRANTEE: City of Amarillo, Texas, a municipal corporation

GRANTEE'S ADDRESS: P.O. Box 1971, Amarillo, Texas 79105-1971

CONSIDERATION: Benefits to accrue to Grantor from dedication to Public Use.

DEDICATED PROPERTY: A 1.265 acre tract of land lying between Bernay Street and Interstate Highway 27 in Corrected Southgate Subdivision, Section 31, Block 9, B.S.&F. Survey, Amarillo, Randall County, Texas being more fully described and displayed in Exhibits "A" and "B" attached hereto and by reference incorporated into this Street Dedication.

GRANTOR in consideration of the benefits to accrue to it by reason of GRANTEE'S agreement to accept this Street Dedication, which benefits it acknowledges to be valuable, and hereby dedicates, gives and conveys to Grantee the Dedicated Property for public use, including the street, curb, gutter, sidewalk, drainage ways, ramps, cuts, traffic control devices, public utilities and other public purposes, and to maintain, repair and replace same. GRANTOR binds itself, its successors and assigns, to warrant and forever defend, all and singular, the Dedicated Property to GRANTEE, its successors and assigns against any person who claims the same or any part thereof. GRANTOR further conveys to GRANTEE the right to dispose of or convey the Dedicated Property or portions thereof in accordance with the applicable law in effect at the time of the disposal or conveyance.

EXECUTED by the last of the parties to sign on this 16 day of SEPT., 2020.

Attebury Elevators, LLC

(GRANTOR)

By:

Matt Griffith, Vice-President

THE STATE OF TEXAS §

COUNTY OF RANDALL §

This instrument was acknowledged before me on the 16 day of September, 2020, by Matt Griffith, Vice-President of Attebury Elevators, LLC, a Texas limited liability company, on behalf of the company.

Notary Public in and for the State of Texas

My commission expires: 6/27/2020

ACCEPTED BY CITY OF AMARILLO, TEXAS
(GRANTEE)

Jared Miller, City Manager

ATTEST:

Frances Hibbs, City Secretary

Date: _____

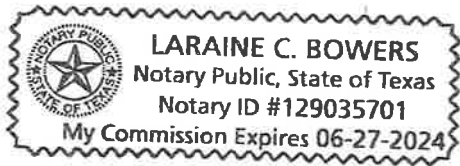


EXHIBIT "A"

DESCRIPTION

A 1.265 acre tract of land being a "Vacated" portion of Blake Avenue as described in that certain Ordinance No. 5505 as recorded in Volume 937, Page 384 of the Deed Records of Randall County, Texas, situated in Section 31, Block 9, B.S. & F. Survey, Amarillo, Randall County, Texas, surveyed on the ground by Robert Keys and Associates on this 3rd day of August, 2020 and said tract of land being further described by metes and bounds as follows:

Commencing at a "X" cut in concrete, found at southeast corner of Lot 1, Block 4 of Corrected Southgate Subdivision, an addition to the City of Amarillo, Texas out of Section 31, Block 9, B.S. & F. Survey Randall County, Texas, according to the recorded map or plat thereof, of record in Volume 492, Page 623 of the Deed Records of Randall County, Texas;

Thence S. 89° 40' 18" E., (Directional Control GPS Observation WGS-84), 60.00 feet to a 3/8 inch iron rebar with a cap stamped "KEYS R.P.L.S. 2507", set at the northwest and **BEGINNING CORNER** of this tract of land and same being the southwest corner of Lot 1, Block 3 of said Corrected Southgate Subdivision;

Thence S. 89° 40' 18" E., 932.03 feet along the south line of said Lot 1, Block 3 and the south line of Lot 1, Block 1 of said Corrected Southgate Subdivision to a 3/8 inch iron rebar with a cap stamped "KEYS R.P.L.S. 2507", set at the northeast corner of this tract of land and being the most southerly southeast corner of said Lot 1, Block 1, from whence a 1/2 inch rebar with a cap stamped "THOMAS R.P.S. 2203" found in the westerly right-of-way line of Interstate Highway No. 27, (dedication not found) bears N. 24° 22' 59" E., 105.45 feet;

Thence S. 24° 22' 59" W., 65.71 feet to a 1/2 inch iron rebar, found at the southeast corner of this tract of land and same being the northeast corner of Lot 1, Block 2 of said Corrected Southgate Subdivision;

Thence N. 89° 40' 18" W., 905.24 feet to a 3/8 inch iron rebar with a cap stamped "KEYS R.P.L.S. 2507", set at the southwest corner of this tract of land and same being the northwest corner of said Lot 1, Block 2, from whence a "X" cut in concrete, found at the northeast corner of Lot 1-A, Block 5 of Final Plat Southgate Subdivision Unit 10, an addition to the City of Amarillo, Texas out of Section 31, Block 9, B.S. & F. Survey Randall County, Texas, according to the recorded map or plat thereof, of record in Volume 1866, Page 62 of the Deed Records of Randall County, Texas bears N. 89° 40' 18" W., 60.00 feet;

Thence N. 00° 19' 42" E., 60.00 feet to the **POINT OF BEGINNING**.

See Plat Exhibit B
Job No. 200613

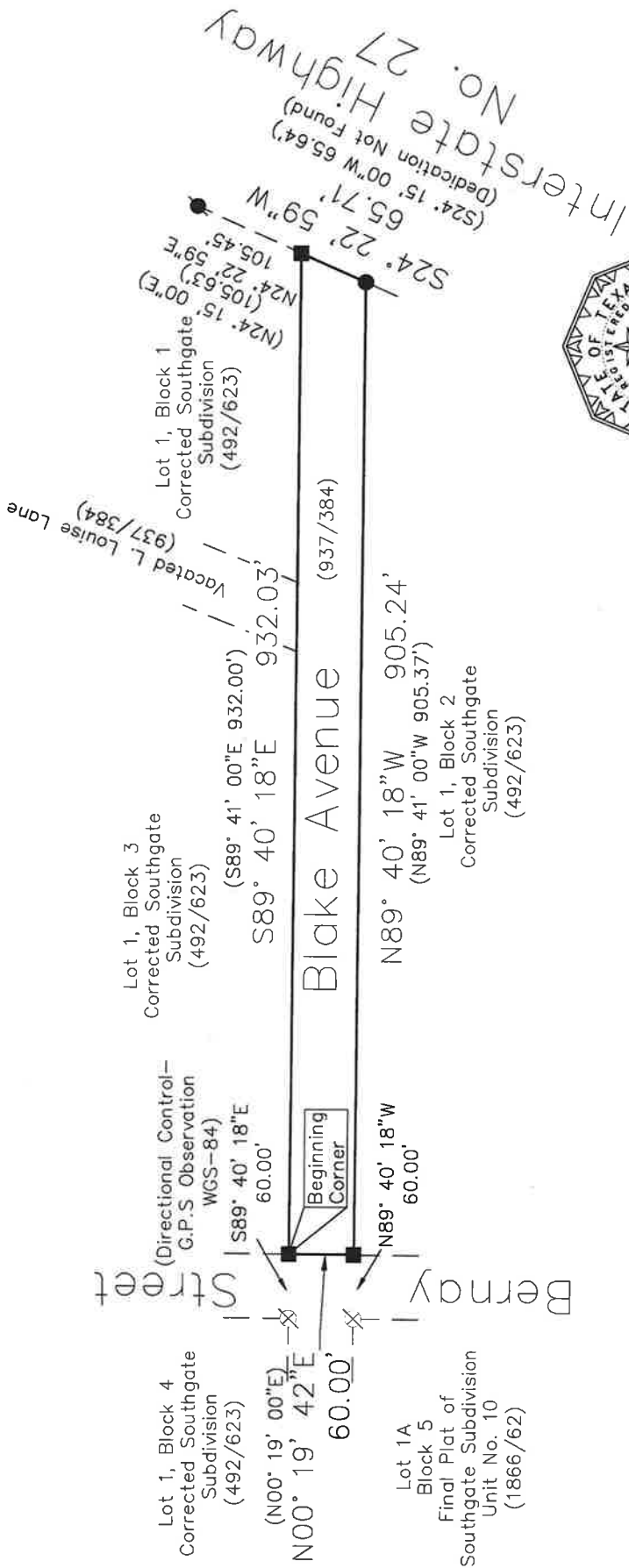
Robert Keys & Associates

Surveying / Mapping / Planning
7106 S. Bell Street, Amarillo, Texas 79109
Voice: (806) 352-1782 Fax: (806) 352-1942
Texas Firm No. 10034400
EMAIL: rka@keyssurveying.com
Web Site: www.keyssurveying.com
Surveyed: August 3, 2020

Registered Professional Land Surveyor

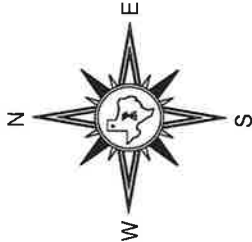


EXHIBIT "B"



Legend :

- = 3/8" iron rebar with a cap stamped "KEYS R.P.L.S. 2507" (set)
- = 1/2" iron rebar with a cap stamped "THOMAS R.P.S. 2203" (found)
- = 1/2" iron rebar (found)
- X = "X" cut in concrete (found)
- (/) = Instrument recording in County Clerks Office



SCALE : 1" = 150'

Blake Avenue Rededication

Lying between Bernay Street
and Interstate Highway No. 27
in Corrected Southgate Subdivision
Section 31, Block 9, B.S & F. Survey,
Amarillo, Randall County, Texas

Robert Keys & Associates



(806)352-1782 Email: rka@keysurveying.com
7106 S. Bell Street, Amarillo, Texas 79109-7003
Firm No. 10034400 www.keysurveying.com

5



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	Consent Agenda
Department	Planning and Development Services		
Contact	Andrew Freeman - Director of Planning and Development Services		

Agenda Caption

Consideration of an Aviation Clear Zone Easement being 4,700 feet above mean sea level above the plat of South Georgia Place Unit No. 34, an addition to the City of Amarillo, being an unplatted tract of land in Section 183, Block 2, A.B.& M. Survey, Randall County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat South Georgia Place Unit No. 34.

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

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

This ACZ Easement is establishing a height regulation of 4,700 feet above mean sea level for the plat of South Georgia Place Unit No. 34.

Amarillo City Council

Agenda Transmittal Memo



Requested Action

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

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone Easement.

AVIATION CLEAR ZONE EASEMENT

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

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

Aviation Clear Zone Easement being 4,700 feet above mean sea level above the plat of South Georgia Place Unit No. 34, an additon to the City of Amarillo, being an unplatted tract of land in Section 183, Block 2, A. B. & M. Survey, Randall County, Texas.

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

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,700 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4,700 feet above mean sea level.

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

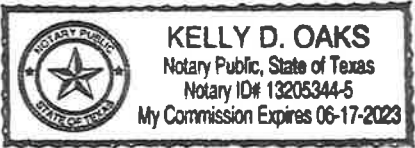
IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate,
has hereunto set its hand on this the 23rd day of September, 2020.

GRANTOR

Dustin Eggleston
Dustin Eggleston

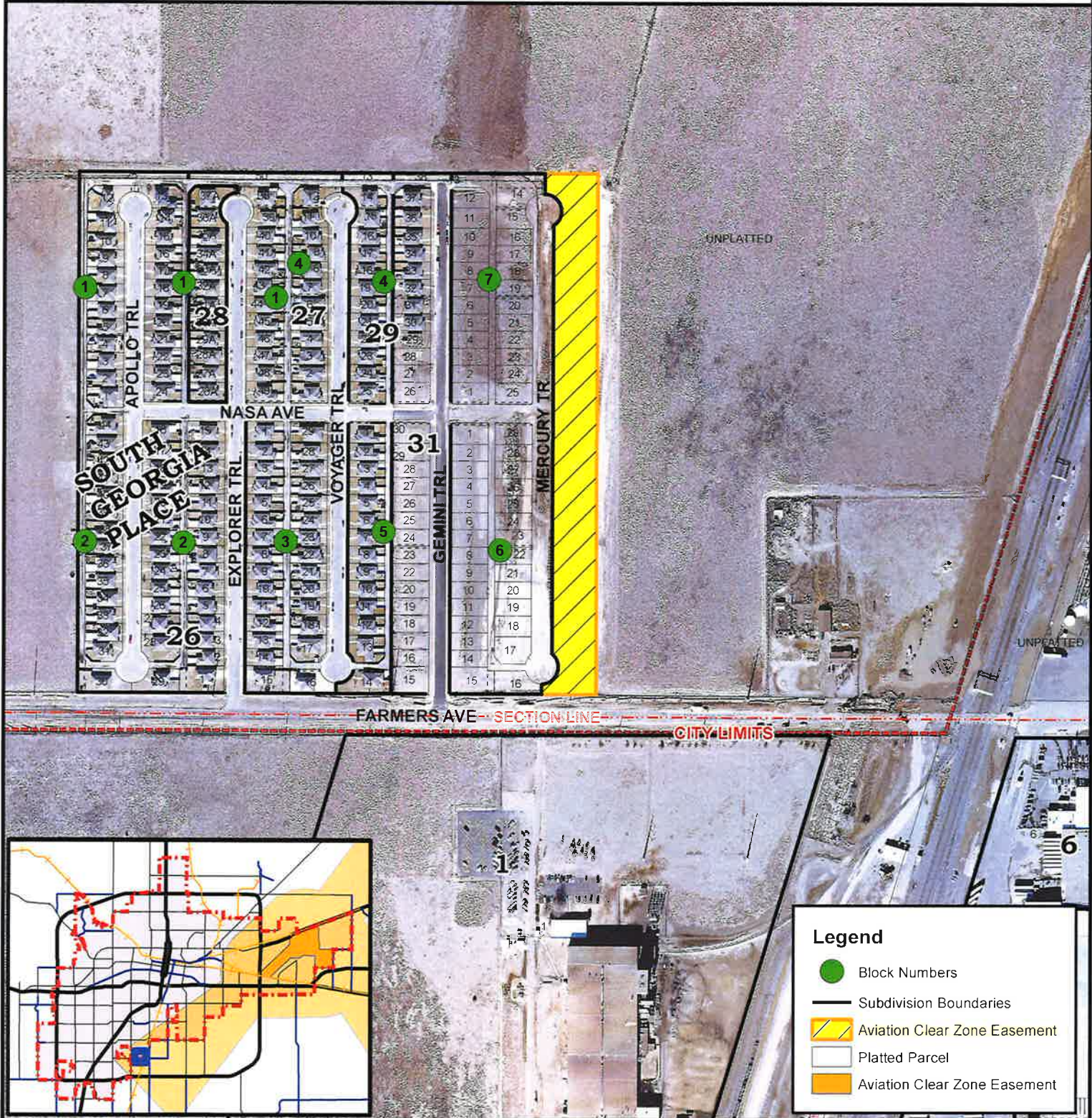
THE STATE OF Texas §
COUNTY OF Lubbock §



This instrument was acknowledged before me on this the 23rd day of September,
2020, by Dustin Eggleston.

[Signature]
Notary Public, State of Texas

AVIATION CLEAR ZONE EASEMENT



CITY OF AMARILLO
PLANNING DEPARTMENT

Aviation Clear Zone Easement being 4,700 feet above mean sea level above the plat of South Georgia Place Unit No. 34, an addition to the City of Amarillo, being an unplatted tract of land in Section 183, Block 2, A. B. & M. Survey, Randall County, Texas.

Vicinity: Farmers Ave. and Georgia St.

Applicant: Dustin Eggleston for Betenbough Homes, LLC

AP: M-16

Scale: 1 inch = 400 feet
Date: 8/13/2020
Case No: ACZ-20-16



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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	Consent Agenda
Department	Planning and Development Services		
Contact	Andrew Freeman - Director of Planning and Development Services		

Agenda Caption

Consideration of an Aviation Clear Zone Easement, being 4,850 feet above mean sea level above the plat of South Georgia Place Unit No. 35, an addition to the City of Amarillo, being an unplatted tract of land in Section 183, Block 2, A.B.& M. Survey, Randall County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat South Georgia Place Unit No. 35.

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

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

This ACZ Easement is establishing a height regulation of 4,850 feet above mean sea level for the plat of South Georgia Place Unit No. 35.

Requested Action

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

Amarillo City Council

Agenda Transmittal Memo



Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone Easement.

AVIATION CLEAR ZONE EASEMENT

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

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

Aviation Clear Zone Easement being 4,850 feet above mean sea level above the plat of South Georgia Place Unit No. 35, an addition to the City of Amarillo, being an unplatted tract of land in Section 183, Block 2, A.B.&M. Survey, Randall County, Texas.

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

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,850 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4,850 feet above mean sea level.

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

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

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

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 29th day of Sept, 2020.

GRANTOR
Tigris XXIV, LLC

By: [Signature]
Mitch Elliott

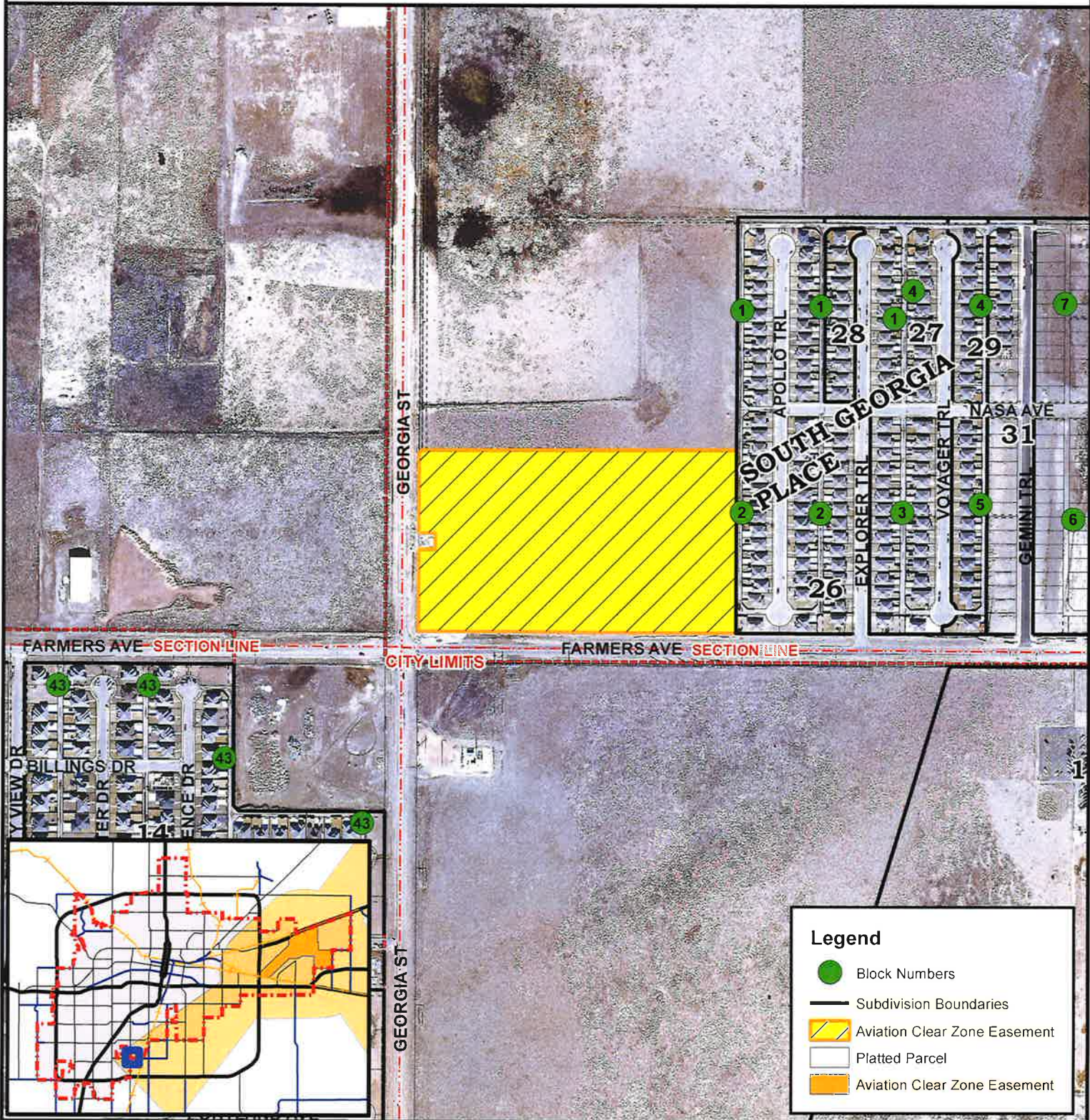
THE STATE OF Texas §
Randall
COUNTY OF Randall §

This instrument was acknowledged before me on this the 29 day of Sept, 2020, by Mitch Elliott.



[Signature]
Notary Public, State of

AVIATION CLEAR ZONE EASEMENT



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 500 feet
Date: 8/13/2020
Case No: ACZ-20-14



Aviation Clear Zone Easement being 4,850 feet above mean sea level above the plat of South Georgia Place Unit No. 35, an addition to the City of Amarillo, being an unplatted tract of land in Section 183, Block 2, A. B. & M. Survey, Randall County, Texas.

Vicinity: Farmers Ave. and Georgia St.
Applicant: Mitch Iliott for Tigris XXIV, LLC

AP: M-16

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

A



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	
Department	Legal	Contact Person	Bryan McWilliams

Agenda Caption
CONSIDERATION OF RESOLUTION NO. _____

DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO AMENDING AND CONTINUING THE MAYOR’S 6th AMENDED DECLARATION OF DISASTER.

Agenda Item Summary
This Resolution allows for the renewal and amendment of the Mayor’s Sixth Amended Declaration of Disaster for the City of Amarillo, Texas and hereby continues the local state of disaster pursuant to Section 418.108(b) of the Texas Government Code.

Requested Action
Approval of Resolution
Funding Summary
N/A
Community Engagement Summary
N/A
Staff Recommendation
Staff recommends approval as presented

RESOLUTION NO. 10-13-20-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO CONFIRMING AND CONTINUING AND AMENDING THE MAYOR'S SIXTH AMENDED DECLARATION OF DISASTER; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in December 2019, a novel coronavirus, now designated COVID-19, was detected in Wuhan, China; and

WHEREAS, Symptoms of COVID-19 include fever, cough and shortness of breath, and can range from mild to severe illness; and

WHEREAS, on March 13, 2020, the President of the United States declared a state of emergency related to the outbreak of COVID-19 and urged citizens to practice social distancing protocols; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbot declared a state of emergency related to the outbreak of COVID-19 and suspended multiple state statutes and rules to promote social distancing protocols; and

WHEREAS, on March 18, 2020, the Local Health Authority and the City of Amarillo Public Health Department received confirmation of two cases of COVID-19 in the City of Amarillo; and

WHEREAS, on March 18, 2020 at 7:15 PM the Mayor of the City of Amarillo issued a Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's Declaration of Disaster on March 24th, 2020; and

WHEREAS, on March 30, 2020 at 9:00 AM the Mayor of the City of Amarillo issued a First Amended Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's First Amended Declaration of Disaster on March 31st, 2020 continuing it until 11:59 PM, April 14th, 2020; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's First Amended Declaration of Disaster on April 14, 2020 continuing it until 11:59 PM, April 30, 2020; and

WHEREAS, on April 24th, 2020 the Mayor of the City of Amarillo issued a Second Amended Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's Second Amended Declaration of Disaster on April 28th, 2020 continuing it until 11:59 PM, April 30, 2020; and

WHEREAS, on April 29th, 2020 the Mayor of the City of Amarillo issued a Third Amended Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's Third Amended Declaration of Disaster on May 5th, 2020; and

WHEREAS, on May 7th, 2020 the Mayor of the City of Amarillo issued a Fourth Amended Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's Fourth Amended Declaration of Disaster on May 12th, 2020; and

WHEREAS, on May 22nd, 2020 the Mayor of the City of Amarillo issued a Fifth Amended Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's Fifth Amended Declaration of Disaster on May 26th, 2020; and

WHEREAS, on June 4, 2020 the Mayor of the City of Amarillo issued a Sixth Amended Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's Sixth Amended Declaration of Disaster on June 9th, 2020; and

WHEREAS, on June 26th, 2020, Texas Governor Greg Abbott issued Executive Order GA-28 implementing new limitations on bars and dine-in services and allowing for local restrictions related to outdoor gatherings in excess of 100 people.

WHEREAS, pursuant to state law the Amarillo City Council renewed, continued and amended the Mayor's Sixth Amended Declaration of Disaster on June 30th, 2020; and

WHEREAS, on October 7, 2020, the Texas Governor Greg Abbott issued Executive Order GA-32 related to the continued response to COVID-19; and

WHEREAS, the Amarillo City Council has determined that it is necessary to amend the Mayor's Sixth Amended Disaster Declaration to correspond to GA-32 and continue the state of local disaster to promote and protect the public health, safety, and welfare of citizens.

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

SECTION 1. (i) That the City Council amends the Mayor's Sixth Amended Declaration of Disaster for the City of Amarillo, Texas, and conforms said declaration to the terms of GA-32 along with all subsequent amendments and hereby continues the local state of disaster pursuant to Section 418.108(b) of the Texas Government Code in accordance with GA-32; and

(ii) Pursuant to Section 418.108(c) of the Government Code, this renewal and continuation of the declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary; and

(iii) Pursuant to Section 418.108(d) of the Government Code, this renewal and continuation of the declaration of a local state of disaster continues the activation of the city emergency operations plan and that the furnishing of aid and assistance under the declaration is hereby authorized and that all appropriate preparedness and response aspects of the plan are continued with said activation to persist until the termination of the Governor's Disaster Declaration; and

(iv) That the use of all available resources of the City of Amarillo that are reasonably necessary to cope with the disaster are hereby authorized; and

(v) To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement which would impede the City's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared disaster and only for that limited purposes; and

(vi) That pursuant to Section 418.108(g) of the Government Code, the Mayor of the City of Amarillo may control ingress to and egress from a disaster area within the incorporated limits of the City of Amarillo and control the movement of persons and occupancy of premises in that area; and

(vii) Pursuant to Section 122.006 of the Health and Safety Code, the City of Amarillo may adopt rules to protect the health and safety of persons in the municipality, including quarantine rules to protect residents against communicable disease.

SECTION 2. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 3. This resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED this 13th Day of October 2020.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	
Department	Human Resources		
Contact	Mitchell Normand, Human Resources Director		

Agenda Caption

Review and approval of the Major Medical RFP #08-20 for Fully Insured Benefit Plans and Other Benefit Services beginning CY2021.

Agenda Item Summary

The Human Resources Employee Benefits Division released an RFP for administration of several benefit plans for Vision, Life Insurance, Employee Assistance Program (EAP), Section 125 Plan Administration for Flexible Spending Accounts (FSA) and Health Spending Accounts (HSA), Voluntary Long-Term Disability (LTD), COBRA and FMLA. The top respondents are as follows: Vision – The Standard Insurance Company (“The Standard”), Life Insurance – The Standard, EAP – Deer Oaks EAP Services, LLC, Section 125 Plan Administration – Application Software, Inc. dba ASIFlex, LTD – The Standard, COBRA – Sterling Health Services, Inc. dba Sterling Administration, and FMLA – UMR, Inc.

Requested Action

Requesting approval for a 3-year contract for Vision (Fully Insured, 100% of Premiums Paid by Employee), Life Insurance (Fully Insured, 100% of Supplemental Life Insurance Premiums Paid by Employee and a \$10,000 Basic Life Insurance Policy Paid by the City for a total cost of \$73,062), Section 125 Administration for FSA (\$25,200) and HSA (\$9,000), Voluntary LTD (Fully Insured, 100% of Premiums Paid by Employee), and COBRA (\$24,861); and a 2-year contract for EAP (\$73,260) and FMLA (\$85,835).

Funding Summary

64100.62000– This is the professional services line item in the health plan budget. For FY21, the total cost for each benefit plan has been budgeted for administration of these services.

Community Engagement Summary

N/A

Staff Recommendation

Approval for a 3-year contract for Vision, Life Insurance, Section 125 Administration for FSA and HSA, Voluntary LTD, and COBRA; and a 2-year contract for EAP and FMLA.



Memo

To: Jared Miller, City Manager

From: Mitchell Normand, Director of Human Resources

Re: Approvals for Major Medical RFP #08-20 – Dental, Fully Insured Benefit Plans, and Other Benefit Services

Date: October 13, 2020

The following information is presented to you for consideration for the approval of the benefit vendors selected by the RFP Committee Members for the Major Medical RFP #08-20 beginning calendar year ("CY") 2021. These approvals are for a three-year contract or two-year contract, depending on the service.

The Major Medical RFP included an evaluation of vendors for administration of the City's benefit plans for Dental, Vision, Life Insurance, Employee Assistance Program (EAP), Section 125 Plan Administration for Flexible Spending Accounts and Health Savings Account (H.S.A.), Stop Loss Insurance, Voluntary Long-Term Disability, COBRA administration, and FMLA administration. The recommendations to award these bids are based on a five-person evaluation committee that individually evaluated and scored the proposed services.

Four carriers responded to the request for best and final offers ("BAFO") for dental services. Staff recommends UMR, Inc. The per employee per month ("PEPM") rate is anticipated to increase by \$1.09. However, there is a projected cost reduction of approximately 13% in claims expense due to more competitive service rates negotiated between the carrier and providers. The total annual fixed cost is \$86,355 which includes administrative costs and dental network access fees with a three-year rate guarantee.

Vision was quoted for both self-insured and fully insured. The current vision plan is fully insured and based on the quotes received, Staff recommends remaining a fully insured plan into CY2021. Three carriers responded to BAFO requests for vision coverage. Staff recommends The Standard Insurance Company ("The Standard"). There will be an 18% premium cost reduction for employees. The current annual cost is \$224,624 and the projected cost is \$183,448. The vision benefit plan will remain the same except for an increase of \$20 on frame allowance. The rates are guaranteed for three years.

The Standard is the only carrier that responded to BAFO requests for life insurance coverage. The Standard is our incumbent carrier. The proposal maintains our current rates for a three-year contract period. The City has not experienced a rate increase with The Standard since January 1, 2009 when they initially became the City's life insurance carrier. The Life Insurance premiums are paid by the employee



and the City is recommending providing full-time employees a City paid \$10,000 Basic Life Insurance policy at an annual cost of \$24,283 in FY2021.

Two carriers responded to BAFO requests for the Employee Assistance Program ("EAP"). Staff recommends the incumbent provider Deer Oaks EAP Services, LLC ("Deer Oaks"). The annual cost for this provider is anticipated to increase from \$27,882 to \$36,630 effective CY2021 for the 6-visit model for a two-year contract. Staff recommends the following service enhancements: 1) an increase of EAP training hours from 8 to 20 hours per year, 2) a change in critical incident support sessions from 4 hours per year to unlimited 2-hour events per year, 3) Webinar Catalog Seminars change from 12 hours to unlimited hours per year, 4) an enhanced service to a 24/7 live answer of the helpline by Master's level clinicians compared to the current model of clinicians answering the helpline only after business hours and work-life professionals during business hours, and 5) retiree EAP benefits are enhanced where they will be able to use these services beyond the first 6 months from their retirement date.

Eight carriers responded to BAFO requests for Section 125 Plan Administration for Flexible Spending Accounts (FSA) and Health Savings Account (H.S.A.). Staff recommends the incumbent provider Application Software, Inc. dba ASI Flex ("ASI"). There will be no increase in rates for the three-year contract period for FSA administration. With this contract renewal, there has not been any rate increases since ASI began administering the City's FSA program effective January 1, 2016. The total annual cost for FSA administration is \$8,400 and \$3,000 for H.S.A administration. The implementation of the H.S.A. will be revisited as an option for a future year.

Stop Loss was included in the RFP and it was determined to cancel this portion of the RFP and reissue a standalone Stop Loss RFP in the fourth quarter of CY2020. This allows the vendors to have more recent claims data for their final cost projection when bidding on the Stop Loss RFP will commence January 1, 2021.

Staff anticipates offering a voluntary long-term disability option for employees during CY2021. This benefit is a fully insured program 100% funded by employee premiums. The Standard was the only vendor that responded to BAFO requests for the long-term disability benefits. This benefit will provide supplemental income at 60% of an employee's annual base earnings with a maximum monthly benefit of no more than \$12,500. The rates are based on the employee's age and the elimination period chosen. The elimination period is 60, 90 or 180 days and the rates increase every four years and correlate with the employee's age. The rates are guaranteed for three years.

Three providers responded to BAFO requests for COBRA administration. Staff recommends Sterling Health Services, Inc. dba Sterling Administration. The annual cost is \$8,287 to outsource and administer this benefit for the City and rates are guaranteed for three years.

Two providers responded to BAFO requests for Family Medical Leave Act ("FMLA") administration services. Staff recommends UMR, Inc. to administer the City's FMLA program. This new service is anticipated to improve the FMLA process from an administrative and compliance standpoint and from an end users' experience. The annual estimated cost of this service is \$43,000 with a two-year rate guarantee.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Priority	
Department	Human Resources		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

Review and approval of the Major Medical RFP #08-20 for Medical and Pharmacy beginning CY2021.

Agenda Item Summary

The Human Resources Employee Benefits Division released an RFP for administration of Medical and Pharmacy Benefits. The top respondents are as follows: Medical – Aetna Life Insurance Company and Pharmacy – CVS Pharmacy.

Requested Action

Requesting approval for a 3-year contract (CY2021 through CY2023) for Medical and Pharmacy (Fixed Costs of \$2,776,620 that includes TPA Administrative Costs and 1st & 2nd Year Allowances).

Funding Summary

64100.20000, 64100.71260 – Health Plan Fund

Community Engagement Summary

N/A

Staff Recommendation

Approval of a 3-year contract (CY2021 through CY2023) for Medical and Pharmacy with Aetna Life Insurance Company and CVS Pharmacy.



Memo

To: Jared Miller, City Manager

From: Laura Storrs, Assistant City Manager

Re: Approvals for Major Medical RFP #08-20 – Medical and Pharmacy

Date: October 13, 2020

The following information is presented to you for consideration for the approval of the benefit vendors selected by the RFP Committee Members for the Major Medical RFP #08-20 for Medical and Pharmacy beginning calendar year ("CY") 2021. This approval is for a three-year contract (CY2021 through CY2023) for both vendors.

Carriers proposed bids for standalone medical Third-Party Administrator ("TPA") services, standalone Prescription Benefit Manager ("PBM") services and/or bundled TPA/PBM services. During Best and Final Offers ("BAFO"), four carriers presented bundled TPA/PBM services and two carriers proposed standalone PBM services. Based on the results of independently scored evaluations by City staff, staff recommends the TPA/PBM bundle presented by Aetna Life Insurance Company ("Aetna") and CVS Pharmacy ("CVS"). The bundled services result in a projected total cost reduction of approximately \$1.2 million in comparison to CY2020. The reduction is a result of reduced administrative costs, pharmacy rebates and discounts, incentives and Fee Holidays. Northwest Texas Hospital ("NWTX") will remain the City's local network hospital with no changes to the contract.

Staff recommends awarding the City of Amarillo's TPA and PBM bundled services to Aetna Life Insurance Company and CVS Pharmacy to commence January 1, 2021 for three calendar years.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Pillar	Economic Development
Department	AEDC		
Contact	Kevin Carter, President and CEO		

Agenda Caption

CONSIDER APPROVAL – RE-STATED LEASE – BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND MWI VETERINARY SUPPLY CO.

Agenda Item Summary

MWI Veterinary Supply Company is looking to expand its existing Amarillo footprint. They currently operate in a 69,000 sq ft AEDC owned facility in the Centerport Business Park. This agreement would allow for an expansion of their existing building and construction of a new building. Highlights of the project include:

- 6,000 sq. ft. new building to be built at the NE Corner of their property
- 5,000 sq. ft. mezzanine to be built in their current building
- \$1,040,000 in construction cost paid by AEDC with a 2% interest rate and 15 year amortization
- New Lease would be for 10 years, with 2 additional 5-year renewal options
- New Lease payment would be \$42,886.57 per month

AEDC will pay to construct and expand the property that MWI Veterinary Supply Company up to \$1,040,000. MWI will lease facility for 10 years minimum with 2 additional optional renewal periods.

Based on the level of additional full-time jobs created, and projected payroll, the AEDC Board of Directors approved the re-stated lease on September 20, 2020 with a 5-0 vote.

Requested Action

Approval of the re-stated lease as presented.

Funding Summary

\$1,040,000 in construction to be paid out with new re-stated lease.

Staff Recommendation

AEDC staff is recommending approval of the re-stated lease.

RESTATED LEASE AGREEMENT

THIS RESTATED LEASE AGREEMENT (the “*Lease*”) is made and entered into effective the _____ day of _____, 2020 (“*Effective Date*”), by and between Amarillo Economic Development Corporation, a Texas nonprofit corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, or its assigns (“*Lessor*”) and MWI Veterinary Supply Co., an Idaho Corporation d/b/a Micro Technologies whose mailing address is 3041 W. Pasadena Drive, Boise, Idaho 83705 (“*Lessee*”).

WITNESSETH

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

WHEREAS, Lessor is the owner of the tract or parcel of land situated in Amarillo, Potter County, Texas, more particularly described on Exhibit 1.1 attached hereto and made a part hereof (“*Land*”), together with that certain 69,604 square foot building constructed thereon and all other improvements and fixtures located thereon (“*Leased Premises*”);

WHEREAS, Lessor and Lessee are parties to that certain Location Incentives Agreement between them dated effective as of May 22, 2014 (“*First LIA*”) and, contemporaneously with the execution and delivery of this Lease, the parties will enter into another Location Incentives Agreement dated effective of even date herewith (“*Second LIA*”)¹;

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement between them dated effective as of May 22, 2014 (“*Existing Lease*”);

WHEREAS, as of the Effective Date, this Lease completely restates and replaces the Existing Lease for all purposes;

WHEREAS, Lessee desires to continue to lease the Leased Premises on the terms and conditions described below;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereto agree as follows:

ARTICLE I LEASE

1.1 Leased Premises. Lessor hereby leases, rents and lets unto Lessee, and Lessee hereby leases, rents and hires from Lessor, for the Lease Term (as hereinafter defined) and subject to all the covenants and conditions hereinafter stated, all right, title and interest of Lessor in and to the Leased Premises.

1.2 Renovation and Addition. Tenant Improvements (“*Tenant Improvements*”) shall be defined as all construction and systems reasonably required by Lessee to: (i) add an approximately 5,000 square foot 2nd floor within the existing building on the Leased Premises (“*2nd Floor*”); and (ii) construct

¹ The full execution and delivery of the Second LIA is a precondition to **Amarillo EDC**’s obligations hereunder.

an approximately 6,000 square foot assembly shop building near the existing building on the Leased Premises ("**Assembly Shop**").

Lessor agrees to spend up to \$1,040,000.00 on Tenant Improvements to the Leased Premises ("**Tenant Improvements Allowance**"). Lessee shall enter into a contract with the contractor of its choosing to perform the Tenant Improvements. Lessor must approve of the contractor to be used for the Tenant Improvements and the location of the Assembly Shop, which consent shall not be unreasonably withheld, conditioned or delayed. During the pre-construction phase of the project, the contractor will establish a "design to budget". To develop said budget, the contractor and Lessee's chosen architect will begin the schematic design of the project. Any and all design, engineering, planning, technical costs relating to the Tenant Improvements shall, up to the limit described above, be a part of the Tenant Improvement Allowance. Lessor, at Lessor's option and cost, may choose to hire a 3rd party project manager to consult with Lessee to evaluate the estimates and bids. Lessee may choose to work with another general contractor in the event the contractor is not able to meet Lessee's budget. Lessor retains the right to approve the General Contractor, which approval shall not be unreasonably withheld, conditioned or delayed.

With respect to the Tenant Improvements, Lessor will, against delivery of properly approved draw requests from the General Contractor, pay such draws up to the maximum aggregate amount of \$1,040,000. Lessee shall be responsible for any costs in excess of the Tenant Improvements Allowance and Lessee's duty to complete the Tenant Improvements as provided herein shall in no event be diminished if the costs therefore exceed the amount payable by Lessor hereunder. Lessor shall in no event be or become a party to or otherwise bound by Lessee's construction contract with the General Contractor.

Lessee shall renovate the Leased Premises in accordance with those certain architectural plans and specifications to be delivered to Lessor as soon as available, but in no event later than 45 days following the Effective Date ("**Plans and Specifications**"). Lessor shall have fifteen (15) days from its receipt of the Plans and Specifications to approve or disapprove the Plans and Specifications; provided, however, Lessor shall not unreasonably withhold, condition or delay its approval of the Plans and Specifications. If Lessor does not approve or disapprove of the Plans and Specifications within such fifteen (15) day period, it shall be deemed to have approved the same. If Lessor disapproves of the Plans and Specifications, Lessee shall have fifteen (15) days from its receipt of any such requested change to revise and return the revised Plans and Specifications to Lessor and Lessor shall then have ten (10) days to approve or disapprove the revised Plans and Specifications. If Lessor does not approve or disapprove the revised Plans and Specifications within such ten (10) day period, it shall be deemed to have approved the same. In the event the parties are unable to reasonably agree on the Plans and Specifications, this Lease shall terminate and be of no further force and effect. In the event Lessee makes any material changes to the Plans and Specifications after Lessor's approval, Lessee shall be required to obtain Lessor's prior written consent to such changes, which consent will not be unreasonably withheld, conditioned, or delayed.

Lessee shall have architectural control of Tenant Improvements with Lessor's consent, which shall not be unreasonably withheld, conditioned or delayed. Lessee shall cause the General Contractor to use commercially reasonable means to diligently pursue design, construction, and completion of the Tenant Improvements such that a final, unconditional certificate of occupancy is issued with respect to the Tenant Improvements (including a Provisional Certificate of Occupancy that allows Lessee to begin operations from the Tenant Improvements, the "**Certificate of Occupancy**")

ARTICLE II TERM

2.1 Lease Term. Although this Restated Lease Agreement may be executed on a different date, the Parties agree to the following regarding the term of the Lease: the term of the Lease shall commence on

January 1, 2021 ("**Commencement Date**") and continue until the expiration of one hundred twenty (120) months. The term expires at 11:59 p.m. on expiration of such one hundred twenty (120) month period, unless sooner terminated or extended as hereinafter provided ("**Initial Term**").

2.2 **Renewal Term.** Except as otherwise provided herein, Lessee shall have the option to renew this Lease upon the same terms and provisions contained herein, except for an increase in Rent as set forth herein, for two (2) additional five (5) year periods (each a "**Renewal Term**") following expiration of the Initial Term (or the first Renewal Term, as the case may be), by giving written notice to Lessor at least six (6) months prior to the expiration of the Initial Term (or the first Renewal Term, as the case may be). If Lessee is in default on the date on which Lessee provides Lessor with its option notice for a Renewal Term, the option notice shall be ineffective and at Lessor's option this Lease shall terminate at the end of the Initial Term (or the end of the first Renewal Term, as the case may be). The Initial Term and any Renewal Term are hereinafter sometimes collectively referred to as the "**Term**." The expiration or earlier termination of the Term shall be referred to herein as the "**Lease Expiration Date**".

2.3 **Holdover.** At the expiration of the Term Lessee shall have the right to holdover upon the same terms and provisions contained herein, except for an increase in Rent as set forth herein, for a period of six months. Such right shall be deemed to have been exercised by Lessee if Lessee (and all permitted sublessees or assigns) has not entirely vacated the Leased Premises by the Lease Expiration Date. Holdover beyond the six-month period described in this paragraph shall create a tenancy at sufferance.

ARTICLE III RENT AND OTHER FINANCIAL CONSIDERATIONS

3.1 **Rent.** During the Initial Term, Lessee covenants and agrees to pay to Lessor, as base rent hereunder the sum of \$514,638.84 per year, payable in monthly installments of \$42,886.57 due on the first (1st) day of each month of the Term ("**Base Rent**" or "**Base Monthly Rent**"). Base Monthly Rent payments are due and payable in advance without demand on the first day of each month of the Term. Rent shall be paid to Lessor at:

Amarillo Economic Development Corporation
801 S. Fillmore, Suite 205
Amarillo, TX 79101

or to such other address as Lessor specifies to Lessee in writing as provided for herein. Base Monthly Rent during the first Renewal Term shall be 110% of the then in place rental rate. Base Monthly Rent during the second Renewal Term shall be 110% of the then in place rental rate. Base Monthly Rent during the first six (6) months of any holdover period shall be 120% of the Base Rent due the last month of the Term (or the Renewal Term, as the case may be). Base Monthly Rent thereafter (in which the tenancy shall be "at sufferance" as described herein) shall be 150% of the Base Rent due the last month of the Initial Term (or the Renewal Term, as the case may be).

3.2 **Additional Rent.** In addition to the Base Monthly Rent payable above, during the Performance Period (as defined in the First LIA), Lessee covenants and agrees to pay to Lessor, as Additional Rent hereunder, an amount, due within sixty (60) days of the end of each Performance Year (as defined in the First LIA), equal to \$160,000.00. The Additional Rent described in this Section 3.2 is subject to reduction in accordance with the First LIA.

3.3 **Lease Deposit.** Intentionally omitted.

**ARTICLE IV
USE OF LEASED PREMISES/COMPLIANCE WITH LAW**

4.1 Use of Leased Premises. During the Term, Lessee shall use the Leased Premises for (i) office use and the purpose of receiving, storing, shipping and selling products, materials and merchandise made and/or distributed by Lessee; (ii) for light manufacturing; (iii) the operation of a wholesale/fulfillment pharmacy associated with Lessee's general business operations; (iv) a call center associated with Lessee's general business operations; (v) for re-packaging or kitting of the products, materials and merchandise made and/or distributed by Lessee; (vi) for assembly of Lessee's products; and (vii) such other lawful purposes as may be incidental of Lessee's general business purposes. Lessee shall operate the Leased Premises in accordance with standards at least equal to those prescribed by all governmental bodies having jurisdiction over the Leased Premises.

4.2 Compliance with the Law. Lessee shall maintain and conduct Lessee's business on the Leased Premises in a lawful manner and shall timely and fully comply with: (i) all federal, state and local laws, statutes and ordinances; (ii) all regulations, orders and directives of appropriate governmental agencies; and (iii) all CenterPort Park rules and guidelines as such laws, statutes, ordinances, regulations, orders, directives, rules and guidelines now exist or may hereafter be enacted, and, at Lessee's sole cost and expense, make any repairs, changes or modifications in, or to the Leased Premises required by any of the foregoing, unless such repairs, changes or modifications are required in this Lease to be made by Lessor at its sole cost and expense.

4.3 Waste; Nuisance. Lessee shall not knowingly perform or fail to perform any acts or carry on or permit to exist any practices that may injure or damage the Leased Premises in any respect or that may constitute a public or private nuisance or menace to the owners or occupants of adjacent property, or that may violate the provisions of any required insurance on the Leased Premises or that may diminish the coverage under such insurance or render such insurance void. Lessee shall not commit or suffer to exist any waste upon the Leased Premises.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF LESSOR**

5.1 Organizational Capacity. Lessor represents and warrants that it (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and (ii) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now conducted and as presently proposed to be conducted.

5.2 Lawful and Corporate Authority. Lessor has the lawful authority to enter into this Lease and, subject to project approval described in Article 10, below, by proper action has been or will be prior to the Commencement Date duly authorized to execute, deliver and perform this Lease.

5.3 Binding Effect. This Lease has been duly executed and delivered by Lessor and, upon appropriate approvals under Article 10, constitutes a valid and binding obligation enforceable against Lessor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally, and except as enforceability may be subject to general principles of equity.

5.4 Quiet Enjoyment. Lessor covenants and agrees that Lessee on paying the Base Rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept and performed, including the provisions of Article XIV, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the Term of this Lease without hindrance

of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain. Lessor represents that, on the Effective Date, the Leased Premises shall be in compliance with the Americans With Disabilities Act of 1990, as amended, and with all local, state and other federal laws, rules, regulations and requirements then pertaining to the Leased Premises.

5.5 Brokers and Finders. Neither Lessor nor any officer or director thereof, has engaged any finder or broker in connection with the transactions contemplated hereunder.

5.6 ESFR System. Lessor covenants and agrees that it shall, at its cost and expense, provide whatever equipment is required to provide adequate pressure to the sprinkler system in the South Warehouse of the building on the Leased Premises (being the approximately 30' high, 380' long, and 100' wide warehouse) in order for such system to maintain early suppression fast recovery ("**ESFR**") certification as required by Lessee.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF LESSEE

6.1 Power/Authorization. Lessee has full legal right, power and authority under the laws of the State of Idaho and Texas and has taken all official action necessary (i) to enter into this Lease, (ii) to perform its obligations hereunder, and (iii) to consummate all other transactions contemplated by this Lease.

6.2 Binding Effect. This Lease has been duly executed and delivered by Lessee and constitutes a valid and binding obligation enforceable against Lessee in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally, and except as enforceability may be subject to general principles of equity.

6.3 Conflict. The execution and delivery of this Lease, the performance by Lessee of its obligations hereunder and the consummation of the transactions contemplated hereby will not violate any law, regulation, rule or ordinance or any order, judgment, or decree of any federal, state or local court and do not conflict with or constitute a breach of, or a default under the terms and conditions of any agreement, instrument or commitment to which Lessee is a party or by which Lessee, is bound.

6.4 Litigation. To the knowledge of Lessee, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency or public board or body pending or threatened against Lessee or others which (i) affects or seeks to prohibit, restrain or enjoin the execution and delivery of this Lease, (ii) affects or questions the validity or enforceability of this Lease, (iii) questions the power or authority of Lessee to carry out the transactions contemplated by, or to perform its obligation under, this Lease, or (iv) might result in a material adverse change in the ability of Lessee to perform any of its obligations hereunder.

6.5 Acceptance. Lessee acknowledges prior opportunity to inspect and investigate the Leased Premises, including but not limited to the building constructed on the Land, the plans and specifications for the renovation (environmental issues, roof, foundations, soils, geology, lot size, suitability of the Leased Premises and/or improvements thereon for Lessee's intended purpose, plumbing, utilities, structural integrity of improvements and/or compliance with any local, city, county, state and/or federal statutes, codes or ordinances), and the fixtures and equipment that Lessor will install in the Leased Premises either independently or through agents of Lessee's own choosing, and in leasing the Leased Premises, Lessee is not relying on any statements of Lessor or Lessor's agents as to the condition of the Leased Premises and/or improvements thereon. Lessee further acknowledges having been in sole possession and occupancy of the

Leased Premises for several years prior to the Effective Date and acknowledges intimate familiarity with the condition of the Leased Premises. EXECUTION OF THIS LEASE BY LESSEE SHALL CONSTITUTE AN ACKNOWLEDGMENT BY LESSEE THAT THE LEASED PREMISES WERE ACCEPTED BY LESSEE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, IN AN "AS IS" CONDITION, BASED SOLELY ON LESSEE'S OWN INSPECTION AND ACCEPTANCE EXCEPT AS PROVIDED HEREIN.

6.6 Condition of Leased Premises. LESSEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE LEASED PREMISES AND A DESCRIPTION OF ALL EQUIPMENT TO BE LOCATED THEREON AND THEREIN, AND ACCEPTS THE SAME "AS IS," IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. LESSOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY OTHER EXPRESS OR IMPLIED WARRANTY NOT EXPRESSLY SET FORTH IN THIS LEASE. LESSEE FULLY UNDERSTANDS THAT ALL ALTERATIONS, REPAIRS AND REPLACEMENTS REQUIRED TO MAINTAIN AND PRESERVE THE LEASED PREMISES IN THE CONDITION CALLED FOR HEREIN SHALL BE LESSEE'S RESPONSIBILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, LESSEE ACKNOWLEDGES THAT LESSOR IS NOT RESPONSIBLE FOR AND LESSEE SHALL HOLD LESSOR HARMLESS IN CONNECTION WITH ANY SUCH ALTERATIONS, REPAIRS AND REPLACEMENTS TO THE LEASED PREMISES FOR ANY REASON WHATSOEVER.

6.7 Brokers and Finders. Neither Lessee nor any officer or director thereof, has engaged any finder or broker in connection with the transactions contemplated hereunder.

ARTICLE VII CONTINGENCIES

7.1 Contingencies. Notwithstanding the execution of this Lease, Tenant may terminate this Lease without liability unless each of the following conditions has been met or Tenant has waived said condition in writing.

7.1.1 Approval. This Lease is contingent upon final approval by the Board of Lessor and of all city, state, or other governmental entity as to zoning or use, restrictive covenants/encumbrances imposed by the development, owner and/or municipality.

7.1.2 Second LIA Approval. This Lease is also contingent upon final approval, within forty-five (45) days from Effective Date, by Lessor's Board of Directors and the City Commission of the City of Amarillo, Texas of the Second LIA.

ARTICLE VIII MAINTENANCE AND REPAIR

8.1 General Maintenance. Throughout the Term, Lessee, at Lessee's sole cost and expense, shall keep and maintain the Leased Premises and all parts thereof in good working order and condition, ordinary wear and tear excepted. Except as specifically set forth herein as being the responsibility of Lessor, Lessee shall be responsible for the maintenance, repair and replacement, if necessary, of the heating, ventilation and air conditioning system of the Leased Premises and all above grade plumbing, sprinkler, electrical and equipment systems of the Leased Premises and the grounds, driveways, walkways, paving and parking lots of the Leased Premises. Lessee will be responsible for maintenance and repair of all trade fixtures, equipment and machinery constituting a part of the Leased Premises or maintained by Lessee in and on the Leased Premises and maintenance and repair of the roof. Routine maintenance, repair and

replacement operations undertaken by Lessee pursuant to Lessee's obligations hereunder shall not require Lessor's consent. Lessee acknowledges that Lessor shall have no obligations concerning repairs to or maintenance of the Leased Premises other than to assign to Lessee the right to pursue warranty claims, if any. In addition, Lessee shall be responsible for maintaining 24 hour seven days a week security in the building.

8.2 Notice of Improvements by Lessee. Lessee shall give to Lessor prior written notice of all capital improvements to the Leased Premises costing in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00) individually and Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) in the aggregate annually as promptly and as reasonably practical under the circumstances.

8.3 Expansion of Leased Premises by Lessee. Lessee, at its sole cost and expense, may expand the Leased Premises subject to Lessor's prior written approval of all plans and specifications regarding such expansion, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee at its cost shall prepare or cause to be prepared by a licensed architect and engineer final plans and specifications and working drawings (collectively "**Plans**") complying with applicable laws. The Plans shall be subject to approval by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Lessor shall have twenty (20) days after receipt of the Plans to either approve or disapprove the Plans and return them to Lessee. If Lessor disapproves the Plans, Lessor shall notify Lessee of its objections, and Lessee shall submit revised Plans responding to Lessor's objections. The process shall continue until Lessor has approved the Plans. Lessee acknowledges that the Plans shall be subject to approval of the appropriate government bodies and that they will be prepared in such a manner as to obtain that approval. To the extent Lessor is authorized to deliver such documents, Lessor hereby agrees to provide a copy of any plans and specifications Lessor may have previously obtained pertaining to any prior expansion or remodeling of the Leased Premises (collectively, "**Prior Plans**"). Lessee shall, if it so desires, use such Prior Plans in any expansion or remodel of the Leased Premises.

8.4 Lessor Maintenance Obligations. Lessor, at its sole cost and expense, shall be responsible for the maintenance, repair, and replacement of any structural components of the building on the Land and the Leased Premises, including but not limited to the foundation, structural integrity of the building located on the Land, load-bearing walls, interior columns, floor, subfloor, underground electrical and below grade plumbing systems, and underground water and sewer lines. Notwithstanding anything else herein to the contrary: (i) Lessor shall be in no way obligated to repair, maintain, or replace any part of the Leased Premises if such duty arises due to Lessee's use or misuse of the Leased Premises or from Lessee's failure to perform any of its obligations hereunder; and (ii) Lessor shall in no way be obligated to repair, maintain, or replace any part of the parking area, concrete drive, or dock area, unless caused solely by a latent defect that existed prior to the commencement date of the Existing Lease.

ARTICLE IX EQUIPMENT

9.1 Lessee's Equipment. All equipment, furniture and furnishings acquired, installed and/or placed in the Leased Premises by Lessee including but not limited to any shelves, bins, racking, personal property, trade fixtures and equipment shall be and remain the personal property of Lessee; provided, however that items that are or become fixtures such that they cannot be removed without damage to the Leased Premises, shall be the personal property of Lessor upon the expiration or earlier termination of this Lease.

**ARTICLE X
TAXES AND UTILITIES**

10.1 Personal Property Taxes. Lessee shall be responsible for the payment of all taxes, assessments, license fees, and other charges that are levied and assessed against all personal property, including but not limited to leasehold improvements, furniture, fixtures and equipment installed, whether by Lessor or Lessee, or located in or about the Leased Premises, which taxes accrue prior to or during the Term, regardless of when the same may be payable.

10.2 Real Property Taxes. Lessee shall be responsible for the payment of all real property taxes, assessments and levies, both general and special which are or are hereafter levied, assessed, or are otherwise imposed, against the Leased Premises prior to or during the Term, regardless of when the same may be payable.

10.3 Tax Payments. Lessee shall be responsible for the payment of any and all taxes and shall pay the annual cost for such taxes during the Term. Taxes shall be paid by Lessee to any and all taxing authorities or entities. If taxes are not paid prior to delinquency, Lessee shall pay Lessor all amounts due sufficiently in advance to avoid any penalties or interest that could be assessed by any taxing authority.

10.4 Proration. Lessee's liability to pay taxes shall be prorated on the basis of a 365-day year to account for any fractional portion of a tax year included in the Term at its commencement and expiration. Prorations shall be based on assessments and Lessee shall pay such prorations when the prorated tax installment becomes due.

10.5 Contest of Taxes. Lessee shall have the right to contest or review by legal proceeding, or in such other manner as it may deem suitable (which, if instituted, Lessee shall conduct promptly at its own expense, and free of any expense to Lessor, and if necessary, in the name of Lessor) any taxes. Lessee may defer payment of a contested item upon condition that, before instituting any such proceeding, Lessee shall furnish to Lessor security reasonably satisfactory to Lessor sufficient to cover the amount of any taxes. Notwithstanding the furnishing of any such security, Lessee shall promptly pay such contested item if at any time the Leased Premises or any part thereof shall be in danger of being sold or forfeited. The legal proceeding herein referred to shall include an appropriate proceeding to review tax assessments and appeals from any judgment, decree, or order in connection therewith, but such proceeding shall be commenced as soon as possible after the assessment of any contested item and shall be prosecuted to final adjudication with dispatch. If there shall be any refund with respect to any contested item based on a payment by Lessee, provided Lessee is not then in default of its obligations hereunder, Lessee shall be entitled to such refund to the extent of such payment.

10.6 Inspection Fees. Lessee shall, in addition to all other sums, pay all fees for inspection and examination of the Leased Premises during the Term hereof which are charged by any public authority having jurisdiction thereof.

10.7 Utilities. Lessee shall be solely responsible for and shall promptly pay all charges for utilities in respect of the Leased Premises, including, without limitation, charges for water, gas, electricity, sewer service, refuse disposal, telephone, television, and computer service and any other similar services incurred in connection with the operation of the Leased Premises during the Term. Lessor shall not be liable for any interruption in the provision of any such utility services to the Leased Premises following the Commencement Date.

ARTICLE XI INSURANCE

11.1 Lessor Insurance Coverage Requirements. Subject to Section 11.2, Lessor shall maintain at all times during the Term of this Lease the following insurance: (i) commercial general liability insurance in an amount such as a reasonable Lessor would maintain on a building of like size and use, and (ii) all risk property insurance for the full replacement value of the building, both subject to commercially reasonable deductibles and excluding Tenant Improvements and other personal property of Lessee ("**Lessee Property**"). Lessee shall be solely responsible for the payment of any deductible applicable to a claim made under the insurance policies required to be maintained by Lessor hereunder and shall pay same when due or reimburse same to Lessor with ten days' advance demand therefore.

11.2 Payment of Lessor's Insurance Costs. Lessee shall reimburse Lessor for the costs of insurance provided by Lessor in accordance with Section 11.1 within thirty (30) days of receipt of an invoice. Lessor shall reimburse Lessee upon termination of this Lease for any premium paid for periods after the termination date of this Lease, pro-rated to the date of termination. Lessee shall be solely responsible for the payment of any deductible, not to exceed \$50,000.00 per policy, applicable to a claim made under the insurance policies required to be maintained by Lessor hereunder and shall pay same within thirty (30) days of receipt of an invoice; provided, however in the event that despite reasonable diligence of Lessor any such insurance policy can only be secured with a deductible that exceeds \$50,000:

11.2.1 Lessee shall have the option to, with respect to such policy, either: (i) accept and assume the full responsibility for payment of the deductible; or (ii) secure insurance coverage as required under Section 11.1 on its own (and be responsible for the full deductible, whatever it may be).

11.2.2 In the event Lessee fails to provide written notice to Lessor of its election to secure its own coverage (which must include proof of such insurance coverage having been obtained) prior to the expiration of the then-current policy, Lessee shall be deemed to have irrevocably elected to accept and assume the full responsibility for payment of the deductible and for Lessor to secure such coverage under Section 11.1 (with a corresponding duty to reimburse Lessor for the costs of same under Section 11.2). If Lessee secures alternate coverage on its own, it shall: (i) thereafter assume the obligation to secure such coverage pursuant to the terms of Section 11.1 for the remainder of the Term; and (ii) provide evidence that such coverage has been obtained in accordance with the terms of Article 11 to Lessor no less than twenty (20) days prior to the cancellation, termination, or non-renewal of the coverage then in place.

11.3 Lessee Insurance Coverage Requirements. Lessee, at its sole cost and expense, shall maintain at all times during the Term of this Lease commercial general liability insurance with respect to the Leased Premises and Lessee's activities in the Leased Premises and upon and about the Leased Premises, on an occurrence basis, with minimum limits of \$2,000,000 each occurrence and \$5,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Lessee's obligations under this Lease; (b) including Lessor as an additional insured for obligations under this Lease; and (c) expressly stating that Lessee's insurance will be provided on a primary non-contributory basis. Lessee shall provide Lessor with at least thirty (30) days prior notification of cancellation, termination or non-renewal of such insurance. The required insurance may be provided by a combination of primary and excess ("umbrella") insurance policies and may be written on policies insuring multiple locations and entities. Lessee's deductibles and/or self-insured retentions shall be at Lessee's sole discretion and responsibility. Lessee also agrees to purchase in advance,

and to carry in full force and effect during the Term of this Lease "all risk/special perils" property insurance coverage on Tenant Improvements and Lessee Property at its full replacement cost. Notwithstanding anything else herein to the contrary, insurance maintained by Lessee in connection with this Agreement, and claims arising under such policies, shall be managed solely by Lessee and Lessee shall be solely responsible for all premiums and deductibles on same.

11.4 Insurance Policy Requirements. All insurance policies maintained under this Lease shall:

11.4.1 Be issued by insurance companies authorized to do business in the State of Texas and reasonably satisfactory to the Lender (if any) and Lessor;

11.4.2 Include Lessor, Lessee and any Lender, as insureds or additional insureds, as their interests appear and may be issued on a blanket endorsement.

11.5 Waiver of Subrogation. The parties release each other, and their respective owners, officers, directors, partners (including the shareholders, officers and directors of any corporate partners) and agents, from any claims for damage to the Leased Premises or any part thereof, or Lessee's personal property, that are caused by or result from risks insured against under any property insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each property insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other party in connection with any damage covered by any such property policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease. If any insurance policy cannot be obtained with a waiver of subrogation, or if a waiver of subrogation is obtainable only by the payment of an additional premium charge above that charged by insurance companies issuing policies without a waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this fact. The other party shall have a period of ten (10) days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party (and, in the case of insurance required to be carried by Lessee hereunder, complying with the provisions of Section 11.2) and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional premium if such a policy is obtainable at additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party is relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved.

11.6 Evidence of Coverage. A certificate(s) of insurance evidencing the required coverage shall be deposited by Lessee with Lessor (and Lessor's Lender (if any)) without demand on the Commencement Date, and on renewal of each policy, not less than twenty (20) days before expiration of the term of the policy or as soon as practical thereafter.

11.7 Failure to Maintain Coverage. In the event Lessee does not maintain any of the foregoing policies of insurance, Lessor upon providing the Lessee prior written notice and the opportunity to obtain such coverage, may, but shall not be obligated to, pay the premiums therefor, and such amounts plus interest thereon at the lesser of ten percent (10%) per annum or the maximum interest rate permitted by law from the date paid by Lessor until the date of reimbursement shall be additional rent due hereunder and payable on the next payment date for Rent. Lessor's election to make said payments shall not be deemed a waiver of any other remedies, or an election of remedies by Lessor, nor as liquidated damages. Further, in the event Lessee fails to timely pay to or reimburse Lessor for amounts it owes under Section 11.2, interest shall accrue thereon at the lesser of ten percent (10%) per annum or the maximum interest rate permitted by law from the date paid by Lessor until the date of reimbursement, which shall be additional rent due hereunder and payable on the next payment date for Rent.

ARTICLE XII CONDEMNATION

12.1 Definitions

- 12.1.1 “**Condemnation**” means (a) the exercise of any governmental or governmentally-derived power, whether by legal proceedings or otherwise, by a Condemnor (as defined below), and (b) a voluntary sale or transfer by Lessor to any Condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.
- 12.1.2 “**Date of Taking**” means the date the Condemnor has the right to possession of the property being condemned.
- 12.1.3 “**Award**” means all compensation, sums, or anything of value awarded, paid, or received on a total or partial Condemnation.
- 12.1.4 “**Condemnor**” means any public or quasi-public authority, or private entity or individual, having the power of Condemnation.

12.2 Parties’ Rights and Obligations. If during the Term there is any taking of all or any part of the Leased Premises or any interest in this Lease by Condemnation, the rights and obligations of the parties shall be determined pursuant to the provisions of this Article 12.

12.3 Total Condemnation. If the Leased Premises are totally taken by Condemnation, this Lease shall terminate on the Date of Taking.

12.4 Partial Condemnation. If the Leased Premises are partially taken by Condemnation, this Lease shall remain in effect, except that Lessee can elect to terminate this Lease if the Leased Premises are rendered unsuitable for Lessee’s continued use due to such Condemnation. If Lessee elects to terminate this Lease, Lessee must exercise its right to terminate by giving notice (“**Termination Notice**”) to Lessor within thirty (30) days after the nature and extent of the taking have been finally determined. The Termination Notice shall state the date of termination, which date shall not be earlier than thirty (30) days nor later than ninety (90) days after Lessee has notified Lessor of its election to terminate (except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Lessee in the Termination Notice). If Lessee does not terminate this Lease within the thirty (30) day period specified above, this Lease shall continue in full force and effect, except that Base Monthly Rent shall be reduced pursuant to Section 12.5 below.

12.5 Rate Abatement. If any portion of the Leased Premises is taken by Condemnation and this Lease remains in full force and effect, on the date of the Award, the Base Monthly Rent shall be reduced by \$6.81 per square foot multiplied by the number of square feet of the Leased Premises that is taken.

12.6 Restoration of Premises. If there is a partial taking of the Leased Premises and this Lease remains in full force and effect, Lessor shall restore the Leased Premises to the extent of the proceeds available from the Award or, at its option, shall make the Award available to Lessee for the restoration thereof; provided, however, that if the Award is not sufficient to pay for restoration, Lessor may elect to furnish the deficiency or Lessor may elect to terminate this Lease, at Lessor’s discretion, in which latter event, Lessee may elect to furnish the deficiency by written notice to Lessor within ten (10) days following Lessor’s notice to Lessee of Lessor’s election to terminate hereunder. Rent shall be abated or reduced during the period from the Date of Taking until the completion of restoration, but all other obligations of Lessee

under this Lease shall remain in full force and effect. The abatement or reduction of Rent shall be based on the extent to which the restoration interferes with Lessee's use of the Leased Premises; provided, however, that in the event the Leased Premises cannot be fully restored after such Taking, the Rent due hereunder shall be permanently abated or reduced in accordance with the provisions of Section 12.5 hereof.

12.7 Title to Award. If the Lease remains in full force and effect, the entire Award shall belong to and be paid to Lessor. If the Lease terminates, the Award shall belong to and be paid to Lessor, except that Lessee shall receive from the Award any sum separately awarded for relocation and Lessee Property, plus any sum separately awarded to compensate Lessee for the value of any of Lessee's personal property taken by the Condemnor. Nothing contained herein shall prevent Lessor and Lessee from prosecuting claims against the Condemnor in any Condemnation or the value of their respective interests.

ARTICLE XIII DESTRUCTION

13.1 Parties' Right and Obligations: If during the Term the Leased Premises or any part thereof are totally or partially destroyed from a risk required to be covered by the insurance described in Article 11 of this Lease, proceeds of such insurance shall be used to restore the Leased Premises to substantially the same condition as they were in immediately before destruction, all under the terms of this Article 13.

13.2 Loss Adjustment Procedure: Loss of \$500,000 or Less. If during the Term any portion of the Leased Premises are damaged or destroyed from a risk covered by the insurance described in Article 11 of this Lease, and the total amount of loss does not exceed Five Hundred Thousand Dollars (\$500,000), Lessee shall, as Lessor's agent, make the loss adjustment with the insurance company insuring the loss. The proceeds shall be paid directly to Lessee for the sole purpose of making the restoration of the Leased Premises in accordance with Sections 13.6 of this Lease.

13.3 Loss Adjustment Procedure: Loss greater than \$500,000. If during the Term any portion of the Leased Premises are damaged or destroyed from a risk covered by the insurance described in Article 11 of this Lease, and the total amount of loss exceeds Five Hundred Thousand Dollars (\$500,000), and neither Lessor nor Lessee has elected to terminate this Lease as provided in Section 13.8, Lessor shall make the loss adjustment with the insurance company insuring the loss and the proceeds shall be paid directly to Lessor, and Lessee shall pay to Lessor the amount of the deductible limited as provided in Section 11.2, for the sole purpose of restoration of the Leased Premises in accordance with Section 13.6 of this Lease.

13.4 Restoration of Lessee's Personal Property. Lessor shall in no event be required to provide any funds to cover the cost of restoring Tenant Improvements or Lessee Property, which cost shall be borne solely by Lessee.

13.5 Plans for Restoration. Promptly following any damage to the Leased Premises insured against under policies of insurance maintained under Article 11, Lessee at its cost shall prepare or cause to be prepared by a licensed architect and engineer final plans and specifications and working drawings (collectively, the "**Plans**") complying with applicable laws that will be necessary for restoration of the Leased Premises. The Plans shall be subject to approval by Lessor which approval shall not be unreasonably withheld, conditioned or delayed. Lessor shall have twenty (20) days after receipt of the Plans to either approve or disapprove the Plans and return them to Lessee. If Lessor disapproves the Plans, Lessor shall notify Lessee of its objections, and Lessee shall submit revised Plans responding to Lessor's objections. The process shall continue until Lessor has approved the Plans. Any unresolved controversy arising out of our relating to this Section 13.5 shall be settled by arbitration in accordance with the then-prevailing rules of the American Arbitration Association, and judgment upon the award may be entered in any Court having

jurisdiction thereof. Lessee acknowledges that the Plans shall be subject to approval of the appropriate government bodies and that they will be prepared in such a manner as to obtain that approval.

13.6 Restoration Procedure. The restoration shall be accomplished as follows:

- 13.6.1 The party obligated to adjust the loss under Section 13.2 or 13.3, as applicable (“**Restoring Party**”), shall complete the restoration as promptly as possible after final Plans have been approved by Lessor and all appropriate government bodies and all required permits have been obtained (subject to a reasonable extension for delays resulting from causes beyond the Restoring Party’s reasonable control).
- 13.6.2 Restoring Party shall retain a licensed general contractor that is bondable. The contractor shall be required to carry public liability and workers’ compensation insurance, and such other coverages as may be reasonably required by Lessor or its Lender (if any), during the period of construction. Lessor, Lessor’s Lender if required, and Lessee shall be included as additional insureds on the contractor’s general liability insurance policy. If Lessee is the Restoring Party, the contract for restoration between Lessee and its contractor shall be approved by Lessor, in advance, which approval shall not be unreasonably withheld, conditioned or delayed. During restoration, Lessee, at its sole cost and expense, shall take out or maintain an “all-risk” property policy that includes Lessor (and Lessor’s Lender, if required) as an insured. Such policy shall provide for “special form” perils coverage, but shall exclude earthquake, in an amount sufficient to protect an estimated amount to complete the restoration, including transit and installation coverage.
- 13.6.3 If Lessee is the Restoring Party, Lessee shall notify Lessor of the scheduled date of commencement of the restoration at least ten (10) days before commencement of the restoration. The contractor retained by Lessee shall not commence construction until a performance bond and a labor and material payment bond in the full amount of the cost of restoration have been delivered to Lessor and Lessor’s Lender, if required, to insure completion of the construction.
- 13.6.4 Restoring Party shall accomplish the restoration in a manner that will cause the least inconvenience, annoyance, and disruption to the Leased Premises.
- 13.6.5 If Lessee is Restoring Party, prior to commencement of construction of the restoration and upon completion of the restoration, Lessee shall immediately furnish Lessor evidence satisfactory to Lessor that the restoration complies with all applicable statutes, ordinances, codes and law and that all necessary and applicable permits and approvals have been obtained for the restoration.
- 13.6.6 The restoration shall not be commenced until sums sufficient to cover the cost of restoration have been received pursuant to applicable policies.

13.7 Rent Abatement. In case of damage or destruction to the Leased Premises or any part thereof, and the parties hereto elect to repair and/or restore that portion of the Leased Premises which has been damaged or destroyed, Rent shall abate on those portions of the Leased Premises as are damaged or destroyed until the Leased Premises are repaired or restored, unless such damage or destruction was caused by Lessee, its agents, employees or invitees.

13.8 Damage During Last Year of Term. Notwithstanding anything to the contrary stated in this Article XIII, if damage or destruction to the Leased Premises occurs during the last year of the Lease Term and the cost of repairing the same is reasonably expected to exceed Three Hundred Thousand Dollars (\$300,000) (the “**Termination Limit**”), either party may terminate this Lease by giving notice to the other not more than thirty (30) days after the event of damage or destruction, in which event Lessor shall be entitled to retain the insurance proceeds and Lessee shall pay to Lessor on demand the amount of any deductible or uninsured loss arising in connection therewith, limited as provided in Section 11.2. The Termination Limit figure set forth herein shall be increased each year on the anniversary of the Commencement Date by an amount equal to such figure multiplied by the percentage change in the CPI from the CPI in effect as of the Commencement Date, in the case of the first such adjustment, or the CPI in effect as of the immediately preceding the Commencement Date’s anniversary, in the case of each other adjustment, to the CPI in effect on the applicable Commencement Date’s anniversary.

ARTICLE XIV SURRENDER OF POSSESSION

14.1 Surrender. Upon the expiration or termination of the Lease Term, howsoever effected, Lessee shall forthwith surrender the Leased Premises to Lessor, free and clear of all claims, liens, security interest and other encumbrances (except those existing on the Commencement Date and other encumbrances approved in writing by Lessor during the Term) and in as good working order and condition as on the Commencement Date, ordinary wear and tear excepted. Except as provided elsewhere in this Lease, Lessee shall have the right to remove from the Leased Premises its equipment and other personal property Lessee has placed in the Leased Premises during the Term of this Lease, provided Lessee, at its cost, repairs all damage to the Leased Premises caused by such removal. Notwithstanding anything else herein to the contrary, any lifts, mezzanines, cranes, or similar fixtures within the Premises as of the Commencement Date may not be removed and are and will remain the property of Lessor.

ARTICLE XV DEFAULT AND LEASE TERMINATION

15.1 Events of Default of Lessee. Each of the following acts, omissions or occurrences shall constitute an “**Event of Default of Lessee**” hereunder:

A. Failure by Lessee to pay or cause to be paid, within five (5) business days of the date required Rent specified to be paid under Section 3.1 hereof;

B. The vacating of the Leased Premises by Lessee;

C. Failure of Lessee to observe and perform any covenant, condition or agreement of Lessee under this Agreement within thirty days (30) after the date Lessee receives written notice from Lessor of such failure of performance, or, with respect to failures of performance not susceptible of cure within thirty (30) days upon approval in writing by Lessor, the failure of Lessee to commence a cure within said thirty (30) day period and to thereafter diligently prosecute same to completion;

D. If Lessee: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due and Lessor, in good faith, determines that such event or condition could lead to Lessee’s inability to perform its obligations hereunder; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of its assets or its leasehold estate in the Leased Premises, either in a proceeding brought by Lessee or in a proceeding brought against Lessee or Lessee consents to or acquiesces in such appointment or possession;

(iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar or an involuntary petition for relief is filed against Lessee party under any applicable law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by Lessee; (v) fails to have discharged within a period of sixty (60) days any attachment, sequestration or similar writ levied upon any property of Lessee (exclusive of the Leased Premises); or (vi) fails to pay within ninety (90) days any final money judgment against Lessee; or (vii) Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;

E. Lessee's failure to comply with the requirements of Article XX as to financial assurances.

F. Lessee's default under the First LIA or the Second LIA.

15.2 Remedies of Lessor. Upon the failure of Lessee to cure any of the Events of Default of Lessee specified in the foregoing Section 15.1, Lessor shall have the option to pursue any one or more combination of the following remedies without any further notice to or demand upon Lessee whatsoever:

A. Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, or if default prior to completion of construction then termination of Lessee's rights to lease, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which Lessor may have, expel or remove Lessee and any other person who may be occupying the Leased Premises, or any part thereof. In such event Lessor may seek such damages and remedies as are available at law or in equity for Lessee's breach of this Lease.

B. Enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any part thereof without terminating this Lease, and exercise Lessor's reasonable efforts to relet the Leased Premises, as Lessee's agent, and receive the rent therefor; and Lessee covenants and agrees to pay Lessor on demand any cost or expense incurred by Lessor in connection with reletting the Leased Premises or any deficiency in Rent that may arise by reason of such reletting, including, without limitation, brokerage fees, advertising expenses, preparation expenses (including re-decoration of the Leased Premises), legal expenses, and the cost of performing such of Lessee's obligations as Lessor determines to be necessary and reasonable. Notwithstanding any election by Lessor to re-take possession of the Leased Premises pursuant to this provision, Lessor may at any time thereafter, upon written notice to Lessee, terminate this Lease in all respects and, in such event, neither Lessor nor Lessee shall have any further rights, obligations or liabilities hereunder after the date of termination.

C. Enter upon the Leased Premises and take such actions as may be required to cure the complained of default; and Lessee covenants and agrees to reimburse Lessor on demand for any expenses, direct or indirect, which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease.

D. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other foregoing remedies or to the other remedies herein provided or any other remedies provided at law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent or other amounts due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants herein contained. No waiver by Lessor of any violation or breach of any of the terms, provisions or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, or covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an

Event of Default of Lessee shall not be deemed or construed to constitute a waiver of such default. To the extent any amounts due to Lessor under the terms of this Lease, whether as a result of an Event of Default or otherwise, are not timely paid, such amounts shall bear interest at the rate of ten percent (10%) per annum from the date such amounts were due until paid to Lessor. In the event Lessor takes possession of the Leased Premises and thereafter is able to make a lease with a new lessee which results in Lessor realizing the benefit of this Lease, including the recoupment of all expenses and costs paid by Lessor, Lessor shall have the right to demand and recover from Lessee the present value of the difference between the amount to be received by Lessor under the new lease and the amount which would have been payable by Lessee hereunder, plus any costs and expenses due and owing Lessor pursuant to this Section.

15.3 Events of Default of Lessor. Failure of Lessor to observe and perform any covenant, condition or agreement of Lessor under this Lease within thirty (30) days after the date Lessor receives written notice of such failure of performance, or, with respect to failures of performance not susceptible of cure within thirty (30) days upon approval in writing by Lessee, the failure of Lessor to commence a cure within said thirty (30) day period and to thereafter diligently prosecute same to completion.

15.4 Remedies of Lessee. Upon the occurrence and continuance of any of the events of default of Lessor specified in the foregoing Section 15.3, Lessee shall have the option to pursue any one or combination of the following remedies without any notice to or demand upon Lessor whatsoever:

A. Terminate this Lease and surrender the Leased Premises to Lessor upon notice to Lessor.

B. Take such actions as may be reasonably required of Lessee to cure the complained of default; and Lessor covenants and agrees to reimburse Lessee on demand for any reasonable and necessary expense, direct or indirect, which Lessee may incur in thus effecting compliance with Lessor's obligations under this Lease. Lessee shall provide invoices or other documentation of the expenses incurred, and Lessor shall timely review and pay Lessee such reasonable and necessary expenses in a timely fashion.

C. Pursue any other remedy provided by law or equity.

Notwithstanding anything to the contrary set forth herein, upon the occurrence and during the continuance of any of the Events of Default of Lessor specified in the foregoing Section 15.3, and after Lessor receives written notice of said breach with a thirty (30) day right to cure, Lessee may satisfy such obligation and offset the reasonable cost of doing so against Base Rent.

ARTICLE XVI PROHIBITION AGAINST LIENS

16.1 Prohibition Against Liens. Lessee covenants that it will not create or suffer to be created any lien, encumbrance or charge upon the Leased Premises, Rent payable hereunder, or any part thereof. In the event any mechanic's lien, affidavit, charge or order ("**lien**") is filed against the Leased Premises or Rent payable hereunder as a result of Lessee's actual or alleged act or omission, whether or not such lien is enforceable, Lessee agrees to cause such lien to be discharged of record by payment, bonding or otherwise no later than thirty (30) days after notice to Lessee of the filing of such lien, but in all events, prior to the foreclosure. If Lessee shall fail to cause such lien to be discharged or bonded against within such period, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by bonding proceedings or other legal proceedings. Any amount so paid and all costs and expenses incurred in connection therewith, together with interest at the maximum lawful rate thereon from the respective dates

of the payment or incurring of the cost and expense to discharge the same, shall constitute an obligation of Lessee and shall be paid by Lessee to Lessor on demand. Nothing herein shall prevent Lessee from contesting the validity of the lien in any manner it chooses so long as such contest is pursued with reasonable diligence. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), Lessee shall promptly pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien. Lessee shall indemnify Lessor in accordance with Section 17.1 below. In no event and under no circumstances shall Lessee cause or suffer to exist any lien against or encumbrance upon Lessor's interest in the Leased Premises.

ARTICLE XVII

LIABILITIES AND INDEMNIFICATION

17.1 Lessee's Indemnification. LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, CLAIM, SUIT, CAUSE OF ACTION, JUDGMENT, LIEN, PENALTY, FINE, DAMAGE, LIABILITY, DEFICIENCY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, THE DEFENSE OF ALL OF THE AFORESAID, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "**CLAIMS**") SUFFERED OR INCURRED BY LESSOR AND/OR THE LEASED PREMISES ARISING OUT OF, OR CAUSED BY OR RESULTING FROM (OR ALLEGED TO ARISE OUT OF, BE CAUSED BY OR RESULT FROM) (IN WHOLE OR IN PART) ANY ACT OR OMISSION OF LESSEE OR LESSEE'S OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, GUESTS AND INVITEES, OR ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR DAMAGE TO OR DESTRUCTION OF THE PROPERTY OF ANY PERSON OR PERSONS OCCURRING IN, ON OR ABOUT THE LEASED PREMISES, AND LESSEE ASSUMES RESPONSIBILITY FOR THE CONDITION OF THE LEASED PREMISES, UNLESS SUCH CLAIMS WERE CAUSED BY LESSOR'S NEGLIGENCE OR INTENTIONAL ACT. LESSEE AGREES TO USE AND OCCUPY THE LEASED PREMISES AND PLACE ITS IMPROVEMENTS THEREIN AND THEREON AT ITS OWN RISK. LESSEE SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL-BEING OF LESSEE'S OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, GUESTS AND INVITEES AT OR ABOUT THE LEASED PREMISES. THE FOREGOING INDEMNITY SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

17.2 Lessor's Indemnification. LESSOR SHALL INDEMNIFY AND HOLD LESSEE HARMLESS FROM AND AGAINST ANY CLAIMS SUFFERED OR INCURRED BY LESSEE ARISING OUT OF, OR CAUSED BY OR RESULTING FROM (OR ALLEGED TO ARISE OUT OF, BE CAUSED BY OR RESULT FROM) (IN WHOLE OR IN PART) ANY ACT OR OMISSION OF LESSOR OR LESSOR'S REPRESENTATIVES, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, GUESTS AND INVITEES, OR ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR DAMAGE TO OR DESTRUCTION OF THE PROPERTY OF ANY PERSON OR PERSONS OCCURRING IN, ON OR ABOUT THE LEASED PREMISES, UNLESS SUCH CLAIMS WERE CAUSED BY LESSEE'S NEGLIGENCE OR INTENTIONAL ACT. THE FOREGOING INDEMNITY SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

17.3 Broker's Fees. While Lessor and Lessee have both represented that no brokers have been engaged with respect to this Lease, if any commission or similar right to a fee by a third-party is claimed by or through Lessor or Lessee, the party through whom such claim is made shall indemnify, defend, and hold harmless the other party.

**ARTICLE XVIII
INSPECTION**

18.1 Inspection. Lessor and Lessor's agents and representatives shall have the right to enter the Leased Premises during normal business hours for the purpose of inspecting the same, provided that such right of Lessor shall not be construed to obligate Lessor to notify Lessee of any defect observed therein.

ARTICLE XIX

INTENTIONALLY OMITTED

ARTICLE XX

INTENTIONALLY OMITTED

**ARTICLE XXI
HAZARDOUS MATERIALS**

21.1 Lessee's Compliance. Lessee shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Lessee's use of the Leased Premises and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Lessor or Lessee with respect to the use or occupation of the Leased Premises.

21.2 Indemnification. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises by Lessee, its agents, employees, contractors or invitees without the prior written consent of Lessor, which Lessor shall not unreasonably withhold, condition or delay. Notwithstanding anything to the contrary stated above, Lessee shall be allowed to maintain products in the Leased Premises which are incidental to the maintenance of its Leased Premises, such as janitorial supplies and paint, and used by Lessee in the ordinary course of Lessee's business or operations, or materials and goods stored by Lessee as part of Lessee's warehouse operations and business, which products contain chemicals which are categorized as Hazardous Materials. Lessor agrees that the use of such products in the Leased Premises in compliance with all laws and in the manner which such products are designated to be used shall not be a violation of this Section 21.1. Lessee shall not place on the Leased Premises any above or underground storage tanks for the storage of petroleum or gasoline products or any type of automotive fuels. IF LESSEE BREACHES THE OBLIGATIONS STATED IN THE PRECEDING SECTION OR SENTENCE, OR IF THE PRESENCE OF HAZARDOUS MATERIAL ON THE LEASED PREMISES CAUSED OR PERMITTED BY LESSEE RESULTS IN CONTAMINATION OF THE LEASED PREMISES, OR IF CONTAMINATION OF THE LEASED PREMISES BY HAZARDOUS MATERIAL OTHERWISE OCCURS FOR WHICH LESSEE IS LEGALLY LIABLE TO LESSOR FOR DAMAGE RESULTING THEREFROM, THEN LESSEE SHALL INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES (INCLUDING, WITHOUT LIMITATION, DIMINUTION IN VALUE OF THE LEASED PREMISES, DAMAGES FOR THE LOSS OR RESTRICTION ON USE OF RENTABLE OR USABLE SPACE OR OF ANY AMENITY OF THE LEASED PREMISES, DAMAGES ARISING FROM ANY ADVERSE IMPACT ON MARKETING OF SPACE, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANT FEES AND EXPERT FEES) WHICH ARISE DURING OR AFTER THE LEASE TERM AS A RESULT OF SUCH

CONTAMINATION. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Leased Premises caused or permitted by Lessee results in any contamination of the Leased Premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the Leased Premises to the condition existing prior to the introduction of any such Hazardous Material to the Leased Premises, provided that Lessor's approval of such actions shall first be obtained. THE FOREGOING INDEMNITY SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

21.3 Hazardous Material Defined. As used herein, the term "**Hazardous Material**" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, or any other federal, state or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced or subsequently enacted.

21.4 Hazardous Materials. Lessor acknowledges and approves of Lessee constructing and maintaining a "hazmat room" on the Leased Premises (to be built to code), at Lessee's sole cost and expense and subject to Lessor's approval of the plans and specifications of same, which approval shall not be unreasonably withheld, delayed or conditioned, at any point in the Lease term.

ARTICLE XXII MISCELLANEOUS PROVISIONS

22.1 Additional Assurances. The provisions of this Lease shall be self-operative and shall not require further agreement by the parties except as may be provided herein to the contrary; provided, however, at the request of either party, the other party shall execute such additional instruments and take such additional acts as may reasonably be necessary to effectuate this Lease.

22.2 Legal Fees and Costs. In the event either Lessor or Lessee institutes any proceedings to enforce or interpret any provision of this Lease, the prevailing party will be entitled to recover its legal expenses, including, without limitation, reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which such party shall be entitled.

22.3 Assignment or Subletting. Lessee may not assign this Lease or sublet the whole or any part of the Leased Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld or delayed. If Lessee assigns this Lease, Lessee shall remain liable to Lessor for the full performance of Lessee's obligations. Notwithstanding anything to the contrary stated in this Section 22.3, Lessee shall have the right, without the prior written consent of Lessor, to (i) assign its interest in this Lease to an Affiliate (defined below), or (ii) sublease all or any part of the Leased Premises to an Affiliate, provided that (a) Lessee delivers to Lessor a written notice of such assignment or sublease at least fifteen (15) days prior to the effective date thereof, (b) the Affiliate agrees in writing, for the benefit of Lessor, to be bound by all of the terms, conditions and covenants of this Lease, and a full and correct copy of the same is promptly delivered to Lessor, and (c) Lessee remains personally liable and responsible for, and complies with, all obligations of the "**Lessee**" under this Lease. As used herein, the term "**Affiliate**" shall mean (1) an entity which is a successor to Lessee by either merger or consolidation or pursuant to sale of all or substantially all of Lessee's assets or stock, or (2) an entity controlled by, or under common control with, or controlling, Lessee. For the purposes of the foregoing, "**controlled by**" or "**under common control with**" or "**controlling**" shall mean, for any entity, the power and right to direct or cause the direction of

management or policies of an entity through ownership of voting securities, partnership interest, membership units or otherwise.

22.4 Notice. All notices, demands or communications (collectively, the “**notice**”) required, permitted or desired to be given hereunder must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the party intended, (ii) delivered to the then designated address of the party intended, (iii) rejected at the then designated address of the party intended, provided such notice was sent prepaid, or (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail deposited on the same day in the United States Mail. The initial addresses of the party shall be:

Lessor: Amarillo Economic Development Corporation
 801 S. Fillmore, Suite 205
 Amarillo, Texas 79101
 Telephone: (806) 379-6411
 Email: Kevin@amarilloedc.com

Lessee: MWI Veterinary Supply Co.
 3041 W. Pasadena Drive
 Boise, Idaho 83705
 Attention: Vice-President of Operations
 Telephone: (208) 955-8930
 Email: bmooney@mwivet.com

With copy to MWI Veterinary Supply Co.
 3041 W. Pasadena Drive
 Boise, Idaho 83705
 Attention: General Counsel
 Telephone: (208) 955-9160
 Email: jouchley@mwivet.com

Upon at least ten (10) days prior written notice, each party shall have the right to change its address to any other address within the United States of America; provided, however, Lessee’s notice address may not be the address of the Leased Premises.

22.5 Severability. In the event any provision of this Lease is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Lease, which shall be and remain in full force and effect, enforceable in accordance with its terms.

22.6 Post-Commencement Date Access to Information. Lessee acknowledges that subsequent to the Effective Date Lessor may need access to information or documents in the control or possession of Lessee for the purposes of audits, compliance with government requirements and regulations, and the prosecution or defense of third-party claims or for other legitimate purposes. Accordingly, Lessee agrees that subsequent to the Effective Date Lessee will make available, at Lessor’s expense, to Lessor, Lessor’s agents, independent auditors and/or governmental agencies such document and information in respect of the Leased Premises to the extent necessary to facilitate audits, compliance with governmental requirements and regulations and the prosecution or defense of claims or for other legitimate purposes.

22.7 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership or joint venture or of any association between Lessor and Lessee, and no provision contained in the Lease or any

acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

22.8 Choice of Law and Venue. The parties agree that this Lease shall be governed by and construed in accordance with the laws of the State of Texas, and that the State District Courts in Potter County, Texas shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with or by reason of this Lease.

22.9 Gender; Number. Whenever the contest of this Lease requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.

22.10 Amendment. No changes in or amendments to this Lease shall be recognized unless and until made in writing and signed by all parties hereto or their respective successors and assigns. This Lease may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

22.11 Divisions and Headings. The divisions of this Lease and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Lease.

22.12 Late Charge. In addition to its other remedies, Lessor shall have the right without notice or demand to add to the amount of any payment required to be made by Lessee hereunder, and which is not paid and received by Lessor on or before the first day of each calendar month, an amount equal to ten percent (10%) of the delinquency for each month or portion thereof that the delinquency remains outstanding to compensate Lessor for the loss of the use of the amount not paid and the administrative costs caused by the delinquency, the parties agreeing that Lessor's damage by virtue of such delinquencies would be extremely difficult and impracticable to compute and the amount stated herein represents a reasonable estimate thereof. Any waiver by Lessor of any late charges or failure to claim the same shall not constitute a waiver of other late charges or other remedies available to Lessor.

22.13 Interest. Except as otherwise specifically provided herein, interest shall accrue on all sums not paid when due hereunder at the lesser of eighteen percent (18%) per annum or the highest rate allowed by applicable law from the due date until paid.

22.14 No Third-Party Beneficiaries. Nothing express or implied in this Lease is intended to confer, nor shall anything herein confer, upon any person other than Lessor or Lessee any rights, remedies, obligations, or liabilities whatsoever.

22.15 USA Patriot Act Compliance. Lessee represents to Lessor, and Lessor represents to Lessee, that the representing party is not (and such party is not engaged in this transaction on behalf of) a person or entity with which either party is prohibited from doing business pursuant to any law, regulation or executive order pertaining to national security ("***Anti-Terrorism Laws***"²) and; such party has not violated

² "***Anti-Terrorism Laws***," as referenced above, shall specifically include, but shall not be limited to, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56 (aka, the USA Patriot Act); Executive Order 13224; the Bank Secrecy Act, 31 U.S.C. Section 5311, et seq.; the Trading with the Enemy Act, 50 U.S.C. App. Section 1, et seq.; the International Emergency Economic Powers Act, 50 U.S.C. Section 1701, et seq.; sanctions and regulations promulgated pursuant thereto by
(cont'd)

and, to the best of such party’s knowledge it is not under investigation for, the violation of any Laws pertaining to money laundering, as those Laws are more particularly described below.

22.16 Lessee’s Right of First Refusal to Purchase the Leased Premises. In the event Lessor determines to sell, convey or otherwise transfer the Leased Premises, to a third party pursuant to an offer received during the Term, Lessor shall provide Lessee with a written notice setting set forth the terms and conditions of the third party offer, with a copy of such third party offer attached thereto (“**Offer**”). Upon receipt of the Offer, Lessor shall have thirty (30) days in which to provide Lessor a written notice (the “**Notice of Acceptance**”) that it will purchase the Leased Premises upon the terms and conditions set forth in the Offer. If Lessee does not agree to purchase the Leased Premises within said thirty (30) period, Lessor shall thereafter have the absolute right to sell or transfer the Leased Premises to any third party, so long as such sale or transfer is at a price not less than and on terms not more favorable than the price and terms stated in the Offer. If the third party transaction would be consummated at a price which is less than or upon terms which are more favorable than the price and/or terms set forth in the Offer, then Lessor shall provide to Lessee a statement of the modified terms upon which Lessor is willing to sell the Leased Premises (“**Modification Notice**”). Lessee has five (5) days following receipt of the Modification Notice to provide written notification (“**Modified Notice of Acceptance**”) to Lessor that Lessee will purchase the Leased Premises under the terms and conditions contained in the Modification Notice of Acceptance. If Lessee fails to deliver a Modified Notice of Acceptance in the time frames as set forth herein, Lessor shall have the absolute right to sell the Leased Premises to a third party upon the terms and conditions set forth in the Modification Notice.

WITNESS OUR SIGNATURES, effective on the Effective Date.

LESSOR:

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By _____
Kevin Carter, President and CEO

LESSEE:

MWI VETERINARY SUPPLY CO., an Idaho corporation

By _____
Name: _____

the Office of Foreign Assets Control (“OFAC”), as well as laws related to the prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

Title: _____

EXHIBIT 1.1
PROPERTY DESCRIPTION

LEGAL DESCRIPTION for a 8.50 acre tract of land out of Section 72, Block 2, A. B. & M. Survey, City of Amarillo, Potter County, Texas, and more particularly described as follows:

BEGINNING at a 1/2" iron rod found with a yellow cap at the intersection of the east right-of-way line of Centerport Boulevard and the south line of Lot 1, Block 1, Ben E. Keith Addition Unit No. 1, recorded in Volume 3624, Page 579, in the Potter County Clerk's Office, which bears S. 0° 32' 32" W. a distance of 1802.66 feet and S. 89° 27' 28" E. a distance of 259.42 feet from a 1/2" iron rod found with a cap stamped "Kelley" at the northwest corner of said Section 72 for the northwest corner of this tract.

THENCE S. 89° 51' 35" E. along said south lot line, a distance of 864.88 feet to a 1/2" iron rod set with a yellow cap on said south lot line for the northeast corner of this tract.

THENCE S. 0° 00' 00" E. a distance of 443.55 feet to a 1/2" iron rod set with a yellow cap on the north right-of-way line of said Centerport Boulevard for the southeast corner of this tract.

THENCE N. 90° 00' 00" W., along said north right-of-way line, a distance of 605.56 feet to a 1/2" iron rod found with a yellow cap on said north right-of-way line at the beginning of a curve to the right for a corner of this tract.

THENCE in a northeasterly direction continuing along said right-of-way line and along said curve with a radius equal to 260.00 feet, a long chord bearing of N. 44° 53' 38" W. and a long chord distance of 368.38 feet, a curve length of 409.37 feet to a 1/2" iron rod found with a yellow cap at the end of said curve on said east right-of-way line of said Centerport Boulevard for a corner of this tract.

THENCE N. 0° 12' 43" E. along said east right-of-way line, a distance of 184.70 feet to the place of BEGINNING and containing 8.50 acres of land.

E



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 13, 2020	Council Pillar	Economic Development
Department	AEDC		
Contact	Kevin Carter, President and CEO		

Agenda Caption
CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT – BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND MWI VETERINARY SUPPLY CO.

Agenda Item Summary

MWI Veterinary Supply Company is looking to expand its existing Amarillo footprint. They currently operate in a 69,000 sq ft AEDC owned facility. Highlights of the project include:

- 50 additional employees projected
- \$65,000 annual average wage equal to \$3,250,000 new payroll projected
- Job Incentive of \$750,000 equal to \$15,000 per job paid out over a 10-year period

AEDC will provide MWI Veterinary Supply Company \$750,000 for the creation of up to 50 FTE’s with an average salary of \$65,000. These funds will be paid out over a 10-year term as they perform.

Based on the level of additional full-time jobs created, and projected payroll, the AEDC Board of Directors approved the LIA on September 20, 2020 with a 5-0 vote. The level of incentive is in line with criteria found in Council approved comprehensive guidelines and criteria for economic development.

Requested Action
Approval of the Location Incentive Agreement as presented.

Funding Summary
\$750,000 for Job Incentive

Staff Recommendation
AEDC staff is recommending approval of the Location Incentive Agreement.

SECOND LOCATION INCENTIVES AGREEMENT
by and between
AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and
MWI VETERINARY SUPPLY CO.

This Agreement, entered into effective as of the ____ day of _____, 2020 (***Effective Date***), is by and between the AMARILLO ECONOMIC DEVELOPMENT CORPORATION (***Amarillo EDC***), a Texas corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas, and MWI VETERINARY SUPPLY CO., an Idaho corporation authorized to do business in Texas having its principal place of business at 3041 W. Pasadena Dr., Boise, ID 83705 (***MWI***).

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 **MWI** to expand Amarillo Operations (defined below). The retention and creation of new jobs in **MWI'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 **MWI's** operations and as a result of **MWI's** expenditures for employee wages and goods and services in the Amarillo economy.

MWI is a veterinary supply and support company. **MWI** offers its services from its regional headquarters in Amarillo, Texas, serving customers and clients throughout the United States. **MWI** desires to expand Amarillo Operations in order to further take advantage of the desirable business operating environment in Amarillo, an environment that provides lower operating costs than many other metropolitan areas and a highly motivated, well-educated, productive work force of a size **MWI** believes is capable of supporting expansion of Amarillo Operations.

Amarillo EDC, by its execution of this Agreement, extends to **MWI** an offer of financial incentives as inducement to expand Amarillo Operations. **MWI**, by its execution of this Agreement, accepts **Amarillo EDC's** offer of financial incentives and pledges to use its best efforts to expand Amarillo Operations to the full extent provided in this Agreement.

SECOND LOCATION INCENTIVES AGREEMENT; _____, 2020
between AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and MWI VETERINARY SUPPLY CO.

Amarillo EDC _____ **MWI** _____

The following defined terms will be used in this Agreement:

Defined Term	Definition
Affiliate	Any entity wholly controlling or controlled by MWI 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 Section 3 of this Agreement.
Amarillo Operations	MWI's and its Affiliates' veterinary supply and support services provided primarily at or from MWI's or its Affiliates' regional headquarters in Amarillo, Texas, with jobs categorized primarily in NAICS Sector Number 42
Certificate	An unconditional and final Certificate of Occupancy issued by any applicable governing authority with respect to the construction described in the Restated Lease (defined below)
Date One	January 1, 2021
Date Two	The first anniversary of Date One
Date Three ¹	The second anniversary of Date One
Employee	Employees of MWI and its Affiliates engaged on behalf of MWI or its Affiliates in Amarillo Operations
Expansion Grant	As more particularly described in Section 1
Expansion Increment	Each <u>full</u> increment of one (1) FTE <u>and</u> \$65,000 in Payroll maintained in Amarillo Operations over and above the FTE Floor and the Payroll Floor, respectively; provided, however, in no event shall amounts beyond fifty (50) FTEs or \$3,250,000 in Payroll over the respective floors be eligible for the Expansion Grant payments hereunder
Facility	The building and other improvements and equipment on or to be located at MWI's property at 8701 Centerport Dr., Amarillo, Texas, as described more particularly in the Restated Lease (defined below)

¹ Date Four through Date Fourteen will similarly refer to anniversaries of Date One. So, for instance, Date Nine is the eighth anniversary of Date One and Date Fourteen is the thirteenth anniversary of Date One.

Defined Term	Definition
FTE	An employee, to be counted as one (1) FTE, shall be any employee who has worked two thousand and eighty (2,080) hours or more during that period. Employees working more than 2,080 hours in a year will be counted as one (1) FTE. Part-time Employees for a year shall be treated as partial FTEs for the year and shall be calculated by dividing the number of hours actually worked for each Employee working less than 2,080 hours by 2,080 and rounded to the nearest one-hundredth place. Full-time but less than full year Employees shall be treated as partial FTEs and calculated as above. In no event may any one person count as more than one (1) FTE for any year. The total of full-time FTEs and partial FTEs shall constitute the total FTEs for the year. Only hours worked in Amarillo Operations may be counted in the FTE determination.
FTE Floor	132 FTEs in Amarillo Operations
Payroll	Salary, hourly wages, and bonuses, but excluding fringe benefits paid to Employees during any Performance Year
Payroll Floor	\$10,000,000 in Payroll in Amarillo Operations
Performance Year	Each 12-month period ending on Date One through Date Fourteen
Restated Lease	That certain Restated Lease Agreement between Amarillo EDC , as Lessor, and MWI , as Lessee, dated of even date herewith, as it may be amended or supplemented from time to time

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

1. INCENTIVE OPPORTUNITIES FOR MWI’S EXPANSION OF AMARILLO OPERATIONS

- 1.1 From and after the Effective Date, **MWI** agrees to use its best efforts to expand Amarillo Operations by creating new FTEs and adding to Payroll. Expansion of Amarillo Operations shall be measured against both the FTE Floor and the Payroll Floor in each Performance Year. Provided **MWI** qualifies under the terms of this Section 1, **Amarillo EDC** shall pay to **MWI** one or more expansion grant payments under the terms of this Section 1 (each an “*Expansion Grant*” and together the “*Expansion Grants*”).
- 1.2 Each Expansion Grant shall be up to FIFTEEN THOUSAND DOLLARS (\$15,000.00), payable in ten (10) annual installments of up to ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) each, subject to reduction as described in Section 1.3. **MWI** shall be eligible for one Expansion Grant for each full Expansion Increment newly created during a year between the Effective Date and Date Five. So, to be eligible for an

Expansion Grant, the Expansion Increment must have been fully created prior to Date Five. MWI agrees to maintain each Expansion Increment in Amarillo Operations for a nine (9) year period beginning with the day after the end of the Performance Year in which the Expansion Increment was originally created. So, if the first full Expansion Increment is newly created in the year ending the day before Date Three, the 9-year Expansion Grant retention requirement begins on Date Three. **No Expansion Increment will be deemed to have been created unless and until both the full 1 FTE and \$65,000 in Payroll for such Expansion Increment have been newly created.**

- 1.3 The first of ten (10) annual Expansion Grant installments called for under Section 1.2 shall be due after the Performance Year in which a full Expansion Increment is first newly created. For each of the nine (9) years thereafter, if MWI maintains both the additional 1 FTE and \$65,000 in Payroll related to such Expansion Increment, there shall be no deduction from the Expansion Grant installment amount due under Section 1.2 for such Performance Year, related to such Expansion Increment. If, during the nine (9) Performance Years after the first Expansion Grant installment is paid with respect to an Expansion Increment, MWI fails to maintain one or both of the FTE or Payroll amounts required for an Expansion Increment, the Expansion Grant installment related to such year and such Expansion Increment shall be reduced or eliminated altogether, as follows:
- a. Should MWI meet only one of either the FTE or Payroll amounts required (1 for FTEs and \$65,000 for Payroll) related to an Expansion Increment, and miss the other target by no more than five percent (5%), the Expansion Grant installment called for under Section 1.2 for such year shall be calculated as follows: $\$1,500 \times (\text{Actual amount of FTE or Payroll maintained [using the figure that fell short of the required amount] related to such Expansion Increment} / [1 \text{ if FTEs fell short or } \$65,000 \text{ if Payroll fell short}])$.
 - b. There shall be no Expansion Grant installment due for such year under Section 1.2 if either: (i) MWI meets only one of either the FTE or Payroll amounts required related to an Expansion Increment (again, being 1 additional FTE and \$65,000 in additional Payroll for each Expansion Increment), and misses the other requirement by more than five percent (5%); or (ii) MWI fails to achieve (by any margin) both the FTE or Payroll amounts required related to such Expansion Increment.

No level of future performance by MWI shall give rise to a payment obligation of Amarillo EDC related to prior deductions from Expansion Grant payments. **Each Expansion Increment shall be measured on its own, so each Expansion Increment stands on its own for purposes of the reduction or elimination of the annual Expansion Grant installment payments as described in Section 1.3. So, the denominator of the fraction in Section 1.3, above, shall only ever be 1 or \$65,000, depending on whether the additional FTE or Payroll requirement was missed for such year.**

- 1.4 The FTE and Payroll reports required to be provided by **MWI** under Section 3 shall be used to measure whether an Expansion Increment has been newly created, and whether it has been maintained. Each installment of an Expansion Grant shall be payable within thirty (30) business days of **Amarillo EDC's** receipt and approval of such reports which establish the creation and/or retention of an Expansion Increment. Failure to maintain an Expansion Increment in any one or more of the 9-year periods described in this section shall not, on its own, give rise to any repayment obligation of **MWI** (a repayment obligation under other provisions of this Agreement may, however, be triggered, depending on the circumstances).
- 1.5 After each 9-year Expansion Grant payment and retention period, no Expansion Increment can be newly created for the same increment of FTEs and Payroll. The maximum number of Expansion Increments that qualify for Expansion Grant payments hereunder is fifty (50). So, additional FTEs beyond 182 and additional Payroll beyond \$13,250,000 will not give rise to any payment obligation of **Amarillo EDC** hereunder.
- 1.6 **MWI** will use the funds provided by **Amarillo EDC** under this Agreement only for the purpose of improving its regional corporate headquarters to retain, maintain, or expand Amarillo Operations.
- 1.7 Immediately upon project approval as described in Section 10, below, **MWI** and **Amarillo EDC** will execute and deliver to the other the Restated Lease in form attached as Exhibit A, dated effective of even date herewith. The full execution and delivery of the Restated Lease is a precondition to **Amarillo EDC's** obligations hereunder.

2. POTENTIAL REPAYMENT OBLIGATION OF MWI

- 2.1 Notwithstanding anything else herein to the contrary and in addition to any other repayment obligation triggers in this Agreement:
 - a. Should Amarillo Operations cease while **Amarillo EDC** has any potential payment obligation under this Agreement, **MWI** shall not receive any Expansion Grant payments for the year in which Amarillo Operations ceased, nor any future years.
 - b. Additionally, should Amarillo Operations cease prior to Date Ten, **MWI** shall repay to **Amarillo EDC** one hundred percent (100%) of all amounts received by **MWI** under this Agreement.
- 2.2 In addition to any other indication that **MWI's** Amarillo Operations have ceased, Amarillo Operations shall be conclusively deemed to have ceased if: (i) **MWI** fails to timely provide the reports required under this Agreement for more than one (1) Performance Year; or (ii) for any year in which **MWI** is eligible for a payment under this

Agreement, MWI achieves less than seventy percent (70%) of the Payroll Floor or the FTE Floor.

- 2.3 Except as otherwise specifically provided herein, any repayment obligation of MWI shall be fully due and payable to Amarillo EDC within thirty (30) days of Amarillo EDC's written notice and demand therefore.
- 2.4 Under no circumstance will MWI's aggregate obligation for repayment under this Agreement to Amarillo EDC exceed the amount of funds advanced to MWI by Amarillo EDC under this Agreement; provided, however, attorneys' fees and costs of suit may also be recovered by the prevailing party in any dispute arising from or relating to this Agreement.

3. MEASUREMENT OF AND PROVISIONS FOR REPORTING FTEs AND PAYROLL TO AMARILLO EDC

- 3.1 In addition to such reporting and backup documentation required to be provided under this Agreement or that Amarillo EDC should reasonably request, MWI shall, without demand or other request therefore, complete and provide to Amarillo EDC a written certificate (each a "**Certificate**" and together the "**Certificates**") certified in writing as true and correct by the President, Chief Executive Officer, or equivalent supreme corporate official of MWI on the form attached hereto as Exhibit B, for the immediately preceding Performance Year within forty-five (45) days of the end of such Performance Year. Each Certificate shall be accompanied by each "Employer's Quarterly Report" provided to the Texas Workforce Commission by MWI related to the Performance Year the Certificate relates to along with a separate written report showing Employee names, employment start date, employment end date (if any), hours each Employee worked, the number of FTEs such Employee represents (maximum is 1.0 for each Employee), the total Payroll paid to such Employee that year, and any other information that Amarillo EDC may reasonably request.
- 3.2 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.
- 3.3 MWI also shall allow Amarillo EDC and its agents to examine MWI's records necessary to verify employment in Amarillo Operations should Amarillo EDC so request. Amarillo EDC understands that such information shall be for Amarillo EDC's use only in connection with confirming the accuracy of reports required hereunder and enforcing its rights relative thereto. Subject to any applicable Texas Public Information Act provision, or similar law, Amarillo EDC agrees that such review and examination will be subject to reasonable confidentiality safeguards (including, without limitation, the

execution and delivery by **Amarillo EDC** and/or its agents, as appropriate, of a reasonable and mutually-agreeable confidentiality agreement) and that a **MWI** representative shall 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 any copies or transcriptions of any **MWI** records. Any inspection shall be done with at least five (5) days' advance notice to **MWI**, shall occur during normal working hours, and shall continue from day-to-day until complete.

- 3.4 **MWI** will provide reports on a timely basis to **Amarillo EDC**, as provided above. Failure to do so will constitute a condition of default under this Agreement. In the event an FTE or Payroll amount reported to **Amarillo EDC** is discovered by **MWI** to be inaccurate in any way, **MWI** shall immediately notify **Amarillo EDC** of such inaccuracy and immediately provide a substitute report, highlighting each item of information which was inaccurate. If such replacement report establishes that **MWI** 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, **MWI** shall immediately repay such amount to the **Amarillo EDC** with interest at eight percent (8%) per year since the date of such improper payment.
- 3.5 To qualify as an Affiliate of **MWI** under this Agreement, each such Affiliate shall execute and deliver to **Amarillo EDC** a written agreement including such terms as **Amarillo EDC** shall reasonably deem to be appropriate, including without limitation an agreement by such Affiliate to be bound by the terms of this Section 3, to jointly and severally guaranty all repayment obligations to **Amarillo EDC** under this Agreement, 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 shall in no way alter the incentive payment procedures set forth in Section 1.1 (that is, Expansion Grant installments may only ever be payable to **MWI**).

4. **MWI'S REPRESENTATIONS AND WARRANTIES**

MWI 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:

- 4.1 **MWI Veterinary Supply Co.**, is a corporation, duly organized and existing in good standing under the laws of the State of Idaho and authorized to transact business in the State of Texas.
- 4.2 The expansion of **Amarillo Operations** has been duly authorized by **MWI's** board of directors or authorized corporate officer and this Agreement is not in contravention of any law, rule or regulation or of the provisions of **MWI's** articles of incorporation or

bylaws (or similar formation and governing documents), or of any agreement or instrument to which **MWI** is a party or by which it may be bound.

- 4.3 No litigation or governmental proceeding is pending, or, to the knowledge of any of **MWI's** officers, threatened against or affecting **MWI**, which may result in a material adverse change in **MWI's** business, properties, or operations sufficient to jeopardize **MWI** as a going concern.
- 4.4 No certificate or statement herewith, heretofore delivered, or to be delivered by **MWI** 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.
- 4.5 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.

5. **AMARILLO EDC'S REPRESENTATIONS AND WARRANTIES**

- 5.1 **Amarillo EDC** represents and warrants to **MWI** as of the Effective Date the following:
 - a. **Amarillo EDC**, to the best of the knowledge of its Board of Directors and President, 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 may result in **Amarillo EDC's** inability to meet its obligations under this Agreement.
- 5.2 **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 **MWI**, 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 **MWI**, use commercially reasonable means available to it under the Public Information Laws to

allow **MWI** 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 **MWI** of any request involving its confidential or proprietary information.

6. FORCE MAJEURE

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

7. EVENTS OF DEFAULT AND REMEDIES

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

- 7.1 The insolvency of **MWI** or any Affiliate. "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.
- 7.2 The appointment of a receiver of **MWI**, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- 7.3 The filing by **MWI** of a petition to be adjudged a 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.
- 7.4 The failure of **MWI** to promptly and timely pay or perform any of its obligations under this Agreement.
- 7.5 Any material misrepresentation or inaccurate report, whether or not knowingly or intentionally provided, of **MWI** or an Affiliate to **Amarillo EDC**; provided, however, inaccuracies in the FTE or Payroll amounts reported under this Agreement shall be "material" only if such reports over-stated FTE or Payroll levels by more than two and one-half percent (2.5%).
- 7.6 There exists an uncured default by **MWI** under the Existing LIA (defined below) or the Restated Lease.

In addition to any other remedy available by law, should any of these conditions not be

cured (if subject to cure) by MWI within a period of ten (10) days following written notice from Amarillo EDC to MWI, Amarillo EDC may, at its option, terminate any and all obligations of Amarillo EDC under this Agreement and require repayment of all funds paid to MWI under this Agreement, less any amounts previously repaid by MWI.

8. 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 shall 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 shall be entitled to recover its reasonable and necessary attorneys' fees and costs. Interest on amounts past-due hereunder shall accrue at the rate of eight percent (8%) per year.

9. NOTIFICATION

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

For Amarillo EDC

Attn: President/CEO
Amarillo Economic Development Corporation
801 South Fillmore, Suite 205
Amarillo, Texas 79101

With a copy (which will not constitute notice) to

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

For MWI

Attn: _____
MWI Veterinary Supply Co.

10. AMARILLO EDC BOARD AND AMARILLO CITY COUNCIL APPROVAL

This Agreement is part of a Project (as defined in Chapters 501 and 504 of the Texas Local Government Code) and will only be enforceable against Amarillo EDC if approved by its Board of Directors and the City Council of the City of Amarillo, Texas. 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 shall terminate without further obligations upon Amarillo EDC or MWI.

SECOND LOCATION INCENTIVES AGREEMENT: _____, 2020
between AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and MWI VETERINARY SUPPLY CO.

Amarillo EDC _____ MWI _____

11. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

11.1 MWI certifies that it does not and will not knowingly employ an Undocumented Worker, defined below, between the Effective Date and the date upon which MWI no longer owes any duties under this Agreement. “***Undocumented Worker***” shall 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. MWI shall immediately notify Amarillo EDC if: (i) MWI becomes aware it employs or has employed an Undocumented Worker; (ii) MWI becomes aware or receives notice that it is alleged to have employed an Undocumented Worker; or (iii) MWI is convicted of a violation under the following paragraph.

11.2 If between the Effective Date and the date on which MWI no longer owes any duties under this Agreement, MWI knowingly employs an Undocumented Worker or is convicted of a violation under 8 U.S.C. Section 1324a(f), Amarillo EDC's obligations under this Agreement shall forever cease and MWI shall repay to Amarillo EDC the entire grant amount received by MWI hereunder. Such amount shall be due and payable in full on the 120th day after the date Amarillo EDC notifies MWI of the violation and interest shall accrue on such amount at the contract rate thereafter.

12. COOPERATION ON PUBLICITY

MWI agrees to use best efforts to have one or more of its representatives attend all public events (e.g. ribbon-cuttings, ground-breakings, press conferences) related in any way to this Agreement. Further, **MWI** agrees to reasonably cooperate with **Amarillo EDC** on press releases and other publicity related to the subject matter of this Agreement. **Amarillo EDC** agrees to provide **MWI** with a reasonable advance opportunity to review and comment on such press releases and publicity.

13. STIPULATION REGARDING EXISTING LIA

MWI and Amarillo EDC acknowledge the existence and continuing validity of that certain Location Incentives Agreement between the parties dated effective May 22, 2014, as it may be amended (“**Existing LIA**”). Except as provided in Section 7.6, the terms of and performance under this Agreement and the Existing LIA shall be independent from each other and performance under one such agreement shall in no event be considered performance under the other.

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 SHALL NOT BE UNREASONABLY WITHHELD.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN

SECOND LOCATION INCENTIVES AGREEMENT: _____, 2020
between AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and MWI VETERINARY SUPPLY CO.

Amarillo EDC MWI

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

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

MWI Veterinary Supply Co.

By: _____

Amarillo Economic Development Corporation

By: _____
Kevin Carter, President and CEO

SECOND LOCATION INCENTIVES AGREEMENT: _____, 2020
between AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and MWI VETERINARY SUPPLY CO.

Amarillo EDC _____ MWI _____

EXHIBIT A
FORM OF RESTATED LEASE

_____ pages, attached.

SECOND LOCATION INCENTIVES AGREEMENT: _____, 2020
between AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and MWI VETERINARY SUPPLY CO.

Amarillo EDC _____ **MWI** _____

EXHIBIT B
FORM OF CERTIFICATE

[MWI LETTERHEAD]

I, _____[PRINTED NAME]_____, as _____[TITLE]_____ of MWI Veterinary Supply Co. (“*MWI*”), provide this Certificate in connection with that certain Location Incentives Agreement (“*Agreement*”) between MWI and the Amarillo Economic Development Corporation (“*Amarillo EDC*”) dated effective as of _____, 2020. Capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement.

I hereby certify and confirm to the Amarillo EDC on behalf of MWI that the following are true and correct for the Performance Year (as defined in the Agreement) indicated below:

- 1. All funds received by MWI from Amarillo EDC under the Agreement have been used solely for the land, buildings, equipment, facilities, expenditures, targeted infrastructure, or improvements to construct, equip, and improve MWI’s regional headquarters in Amarillo, Texas.
- 2. Payroll in Amarillo Operations for the indicated Performance Year totaled: \$ _____.
- 3. _____ FTEs (as defined in the Agreement) were maintained by MWI in Amarillo Operations for the indicated Performance Year.
- 4. Attached hereto are true, complete, and correct copies of the reports required to be provided under Section 3 of the Agreement for the indicated Performance Year.

PERFORMANCE YEAR: _____, 2020 through _____, 2020

Printed Name: _____
Title: _____