



Amarillo City Council Regular Meeting

January 9, 2024

3:00 PM

City Hall - Council Chamber

601 S. Buchanan Street, 3rd Floor

Amarillo, Texas 79101

AGENDA

1. **Invocation** Jimmy Witcher, Trinity Fellowship
2. **Pledge of Allegiance**
3. **The Texas Pledge**
4. **Announcements**
5. **Public Comment** The public will be permitted to offer public comment on agenda items and items related to City business. Citizens interested in commenting may sign up online at <https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-registration-form>, by calling the City Secretary's office at (806) 378-3014, or in person in Room 303 of City Hall, 601 S. Buchanan. Citizens should sign up at least 15 minutes prior to the scheduled meeting start time.
6. **Discussion Items** City Council will discuss or receive reports on the following current matters or projects.
 - 6.A. Review agenda items for regular meeting and attachments;
 - 6.B. Presentations from City Manager Recruitment Firm Finalists (starting at 4:00 p.m.)
 - 6.C. Update from the Normandy Group - Federal Government Relations Services
 - 6.D. Budget Amendments and Working Budget
 - 6.E. Request future agenda items and reports from City Manager.
7. **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.

7.A. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the work session held on December 12, 2023. (Contact: Stephanie Coggins, City Secretary)

7.B. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the regular meeting held on December 12, 2023. (Contact: Stephanie Coggins, City Secretary)

7.C. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the work session held on December 19, 2023. (Contact: Stephanie Coggins, City Secretary)

7.D. CONSIDERATION OF ORDINANCE NO. 8102

This item is a second and final reading to consider an ordinance rezoning a 5.89 acre tract of unplatted land, in Section 25, Block 9, BS&F Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Office District 2. (APPLICANT: OJD Engineering, LLC for Thane Morgan; VICINITY: John David Cir. and Plum Creek Dr.) (Contact: Brady Kendrick, Senior Planner)

7.E. CONSIDERATION OF ORDINANCE NO. 8103

This item is a second and final reading to consider an ordinance rezoning the remaining portion of Tract 26A, Ford's Revised Subdivision Unit No. 3, an addition to the City of Amarillo, in Section 159, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 1 to Residential District 1 with Specific Use Permit 205 for the placement of a Type B Manufactured Home. (APPLICANT: David Jackson; VICINITY: Brown Ave. and Park Ave.) (Contact: Brady Kendrick, Senior Planner)

7.F. CONSIDERATION OF ORDINANCE NO. 8104

This item is a second and final reading to consider an Ordinance annexing into the City of Amarillo, on petition of property owner, territory generally described as a 1,086.85 acre tract of unplatted land, in Section 40, 49, 50, 62, and 71, Block 2, AB&M Survey, Potter County, Texas. (VICINITY: U.S. Highway 60 and N. Parsley Rd.; APPLICANT/S: Amarillo Economic Development Corporation and CVMR Texas Inc.) (Contact: Brady Kendrick, Senior Planner)

7.G. CONSIDERATION OF ORDINANCE NO. 8105

This item is a second and final reading to consider an ordinance approving and adopting the five-year Community Investment Program for FY 2023-2024 through 2027-2028. (Contact: Kyle Schniederjan, Director of Capital Projects Development and Engineering)

7.H. CONSIDERATION OF ORDINANCE NO. 8106

This item is a second and final reading to consider an ordinance amending the Amarillo Municipal Code Chapter 18-3, Article V, Section 18-3-101: amending the

MS4 enforcement procedures for an illicit discharge by a user into the municipal separate storm sewer system. (Contact: Shannon Tollison, Assistant Director)

7.I. CONSIDERATION OF RESOLUTION NO. 01-09-24-1

This item considers a resolution authorizing the execution of an Advanced Funding Agreement (AFA) in the amount of \$166,424.49 for Buchanan Street Emergency Repairs with Texas Department of Transportation (TxDOT); for a project located on US 87, Buchanan Street, approximately at SE 1st Avenue. (Contact: Kyle Schniederjan, Director of Capital Projects Development and Engineering, John Collins, Director of Utilities)

7.J. CONSIDER APPROVAL OF A CONTRACT WITH TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

Grantor: Texas Tech University Health Sciences Center- \$104,494.08

This item considers approval of a contract between Texas Tech University Health Sciences Center and City of Amarillo. This project provides for Amarillo Public Health to be a subrecipient through TTUHSC participating in the NIH Implementing a Maternal Health and Pregnancy Outcomes Vision for Everyone (IMPROVE) - Community Implementation Project. Under the project VIBRANT MOMS, Amarillo Public Health will participate through community health assessment and be a community partner. (Contact: Casie Stoughton, Director of Public Health)

7.K. CONSIDER APPROVAL - INTERLOCAL AGREEMENT AMENDMENT FOR NEIGHBORHOOD PLANNING

This item considers approving an amendment to the Interlocal Agreement for Neighborhood Planning between Potter County and the City of Amarillo. (Contact: Emily Koller, Director of Planning and Development Services)

7.L. CONSIDER AWARD - TICKETING SERVICES AGREEMENT

Award to: Tickets.com - \$1,746,795 for the 5-year contract period with the option for 2 additional 2 year extensions as bid.

This item considers the award of a contract to Tickets.com for a ticketing system for the Amarillo Civic Center Complex Box Office for a period of 5-years plus 2 additional 2 year extensions. (Contact: Bo Fowlkes, General Manager)

7.M. CONSIDER AWARD - DOG/CAT FOOD SUPPLIER CONTRACT

Award to: Legend and White Animal Health Products - Not to exceed \$133,058.86

This item considers the award of the Dog/Cat Food supplier contract. This contract is for an initial period of one year with three one-year options to renew. This item is funded through general fund revenues. (Contact: Victoria Medley, Director of Animal Management and Welfare)

7.N. CONSIDER AWARD - CERTIFIED NFPA COMPLIANT CLASS B UNIFORM - SUPPLY AGREEMENT

Award to: GT DISTRIBUTORS, INC. - \$56,320.00

This item considers the award of a one-year supply agreement for the purchase of NFPA-compliant Class B uniform shirts and pants. (Contact: David Kouba, Deputy Fire Chief)

7.O. CONSIDER AWARD - TREE MANAGEMENT AND MAINTENANCE SERVICES CONTRACT

Award to: Amarillo Arborlogical, Inc. - Not to exceed \$1,800,000

This item considers the award of a four-year contract for tree management and maintenance services to be used by Parks and Recreation department. The annual not-to-exceed amount is \$450,000. This item will be funded through general fund revenues. (Contact: Michael Kashuba, Director of Parks and Recreation)

7.P. CONSIDER AWARD - TOP DRESS SAND CONTRACT

Award to: Rogers Group - \$66,000.00

This item considers the award of a contract (renewal) for the annual procurement of topdress sand for utilization by the Parks and Recreation department. This yearly contract facilitates the acquisition of sand for various purposes, including topping and filling bunkers, volleyball courts, as well as topdressing athletic fields, greens, and tee boxes in support of Park Maintenance and Golf Operations. (Contact: Michael Kashuba, Director of Parks and Recreation)

7.Q. CONSIDER AWARD - INSTALLATION OF A MICROWAVE RADIO COMMUNICATION NETWORK FOR THE CITY OF AMARILLO PUBLIC WATER SYSTEM BID NO. 7706

Award to: CommTech Co. - \$1,095,148.25

Consideration of award for the installation of a microwave radio communication network for the City of Amarillo public water system in the amount of \$1,095,148.25 (Contact: John Collins, Director of Utilities)

7.R. CONSIDER AWARD - THE COLONIES PUBLIC IMPROVEMENT DISTRICT FLOWER BED LANDSCAPE IMPROVEMENT PROJECT

Award to: Green Plains Design - \$147,510.41

This item considers the award of a construction contract related to The Colonies Public Improvement District (PID) Planting Bed Replacement improvement project. This service will be funded through The Colonies PID assessment revenue by property owners within the Colonies PID. (Contact: Carrie Roberts, PIDs Coordinator)

7.S. CONSIDER AWARD - TREE CARE MAINTENANCE AGREEMENT FOR THE COLONIES PUBLIC IMPROVEMENT DISTRICT (PID)

Award to: Arborlogical, Inc. in the amount of \$35,000.00 per year, not to exceed the approved contract total amount of \$105,000.00.

This item considers the award of the Colonies Public Improvement District (PID) tree care contract for the maintenance of trees within the Colonies PID. This contract is for an initial period of three years, with two, one-year options to renew.

This item will be fully funded by annual assessments collected from Colonies PID property owners. (Contact: Carrie Roberts, PIDs Coordinator)

7.T. CONSIDER AWARD - WATERWORKS SUPPLY AGREEMENT BID 7746

Award to: Winston Watercooler	\$ 61,354.34
Ferguson Enterprises	\$ 24,409.20
Core & Main	<u>\$155,350.50</u>
	\$241,114.04

This item considers the award of waterworks to replenish warehouse stock for use by the water department. (Contact: Trent Davis, Interim Purchasing Agent)

7.U. CONSIDER AWARD - GOULDS SPLIT-CASE PUMP REPAIR FOR POTTER COUNTY PUMP STATION

Award to: Advanced Water Well Technologies - \$74,778.60 (BuyBoard purchase #672-22)

This item considers the award of a contract to repair the Goulds split-case pump for the Potter County Well Field. (Contact: John Collins, Director of Utilities)

7.V. CONSIDER PURCHASE - TACTICAL PLATE CARRIERS

Award to: Aspetto - \$179,756.31

This item considers the purchase of Tactical Plate Carriers (body armor) for police officers. This item will be funded by the Rifle Resistant Body Armor Grant Program For Texas Law Enforcement. (Contact: Martin Birkenfeld, Chief of Police)

7.W. CONSIDER PURCHASE - 175 POLICE UNIFORM OUTER VEST CARRIER AND ACCESSORIES

Award to: Aspetto - \$98,321.00

This item considers the purchase of outer vest carriers for uniform patrol officers and is funded with American Rescue Plan Act (ARPA) grant funds. (Contact: Martin Birkenfeld, Chief of Police)

7.X. CONSIDER PURCHASE - REHABBING THE FILTER COMPLEX AT HOLLYWOOD ROAD WASTEWATER TREATMENT PLANT

Award to: Aqua-Aerobic Systems, Inc.- \$1,101,024.00.

This item considers approval for the purchase of the rebuild of three traveling bridge filters at Hollywood Road Wastewater Treatment Plant. (Contact: John Collins, Director of Utilities)

7.Y. CONSIDER PURCHASE - PRECISION PUMP/ZONE INDUSTRIES

Award to: Zone Industries - \$236,596.00

This item considers approval for the purchase of a replacement motor #2 at the Arden pump station. This is a Buy Board purchase #672-22. (Contact: John Collins, Director of Utilities)

7.Z. CONSIDER APPROVAL - S. GEORGIA STREET RECONSTRUCTION PROJECT R.O.W. DEDICATION

This Item is to consider the approval of an 11,170 square foot Right-of-Way Dedication Deed from Happy Again, L.P. and Attebury Elevators, LLC to help facilitate the reconstruction of S. Georgia Street from Loop 335 to Burk Lane. This Dedication covers the typical 60 feet of Right-of-Way for major arterials in the City of Amarillo. (Contact: Chris Ray, Resource Administrator)

7.AA. CONSIDER APPROVAL - S. GEORGIA STREET RECONSTRUCTION PROJECT R.O.W. DEDICATION

This Item is to consider the approval of a 6,136 square foot Right-of-Way Dedication from Happy Again, L.P. and Attebury Elevators, LLC to help facilitate the reconstruction of S. Georgia Street from Loop 335 to Burk Lane. The City has agreed to compensate Happy Again, L.P. and Attebury Elevators, LLC \$10.00 per square foot for a total R.O.W. Dedication of \$61,360.00. (Contact: Chris Ray, Resource Administrator)

7.BB. CONSIDER APPROVAL - S. GEORGIA STREET RECONSTRUCTION PROJECT R.O.W. DEDICATION DEED

This Item is to consider the approval of a 2,273 square feet R.O.W. Dedication from Happy Horizons Properties, L.P. to help facilitate the reconstruction of S. Georgia Street from Loop 335 to Burk Lane. The City has agreed to compensate Happy Horizons Properties, L.P. \$10.00 per square foot for a total R.O.W. Dedication of \$22,730.00. (Contact: Chris Ray, Resource Administrator)

7.CC. CONSIDER APPROVAL - S. GEORGIA STREET RECONSTRUCTION PROJECT R.O.W. DEDICATION

This Item is to consider approval of a 12,890 square feet R.O.W. Dedication from Jackie Wright to help facilitate the reconstruction of S. Georgia Street from Loop 335 to Burk Lane. The City has agreed to compensate Jackie Wright for the 12,890 square feet R.O.W. Dedication by installing one (1) sewer line tap and one (1) water line tap. The City has also agreed to erect a 35' commercial driveway at the property address at 6560 S. Georgia Street. (Contact: Chris Ray, Resource Administrator)

8. Non-Consent Items

8.A. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 01-09-24-2

This item is the consideration of a resolution conducting a public hearing and establishing a public improvement district to be located in the subdivision known as "Homestead" in the vicinity of the Northeast Corner of Helium Road, and Southwest 34th Avenue. This petition was submitted by Wesley Everett and Chris Berry d/b/a Betenbough Homes, LLC for residential use. This Public Improvement District is being created to fund the maintenance of certain right-of-way improvements such as landscaping, green areas and entry features throughout the subdivision. (Contact: Carrie Roberts, PID Coordinator)

8.B. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8107

This item is a public hearing and first reading to consider an ordinance rezoning

Lots 11 through 13, Block 1, Chalmers Addition, an addition to the City of Amarillo, in Section 171, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 41 and Multiple Family District 2 to Planned Development District 41A to allow a credit union as an additional allowed land use. (VICINITY: SW 22nd Ave. & Monroe St.; APPLICANT/S: OJD Engineering, LLC for Amarillo Junior College) (Contact: Brady Kendrick, Senior Planner)

8.C. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8108

This item is a public hearing and first reading to consider an ordinance rezoning a 11.08-acre tract of unplatted land, in Section 139, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from General Retail District and Residential District 2 to Planned Development District 406 to allow for land uses allowed in Residential District 2 with a maximum building height of 40 feet. (VICINITY: SE 27th Ave. and Osage St.; APPLICANT/S: Manny De Los Santos for Amarillo Power Church) (Contact: Brady Kendrick, Senior Planner)

8.D. CONSIDERATION OF ORDINANCE NO. 8108

This item is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 18-2, providing for an option for residential customers to opt-out of a transmitter installed on a residential digital water meter. (Contact: Floyd Hartman, Assistant City Manager)

8.E. CONSIDERATION OF ORDINANCE NO. 8109

This item is the first reading of an ordinance amending the Municipal Code of the City of Amarillo, Chapter 16-3, Article XXI, Section 16-3-1005, changing the maximum speed limit on segments of Helium Road and Hollywood Road (Loop 335). Reducing the speed limit from 55 mph to 35 mph in this area. (Contact: Michael Padilla, Assistant Director of Public Works, Donny Hooper, Managing Director of Public Works)

8.F. CONSIDERATION OF ORDINANCE NO. 8110

This item is the first reading of an ordinance repealing Article V, Chapter 2-5: Boards and Commissions, of the Amarillo Municipal Code in order to sunset the Traffic Advisory Board and the Pedestrian Bicycle Safety Advisory Board. (Contact: Donny Hooper, Managing Director of Public Works, Stephanie Coggins, City Secretary)

8.G. CONSIDERATION OF RESOLUTION NO. 01-09-24-3

This item considers a resolution authorizing the City Manager to enter into the Third Amendment to the MPEV Lease Agreement dated September 26, 2017 between the City of Amarillo and Panhandle Baseball Club, Inc. (Contact: Laura Storrs, Interim Deputy City Manager and CFO)

8.H. CONSIDERATION OF RESOLUTION NO. 01-09-24-4

This item considers a resolution to enter into a revised agreement with Randall County for jail services. (Contact: Laura Storrs, Interim Deputy City Manager and CFO)

8.I. CONSIDERATION OF RESOLUTION NO. 01-09-24-5

This item considers a resolution for transit services outside the city limits to service Randall County Jail. (Contact: Chris Quigley, Transit Manager)

8.J. CONSIDERATION OF RESOLUTION NO. 01-09-24-6

This item considers a resolution requesting the dissolution of the Amarillo First Responders' Excellence and Innovation Fund. (Contact: Laura Storrs, Interim Deputy City Manager and CFO)

8.K. CONSIDERATION OF RESOLUTION NO. 01-09-24-7

This item considers a resolution amending the Bylaws for Amarillo Economic Development Corporation. (Contact: Andrew Freeman, Interim City Manager)

8.L. CONSIDER APPROVAL – AGREEMENT WITH AMARILLO ECONOMIC DEVELOPMENT CORPORATION TO PARTICIPATE IN NORTHEAST INTERCEPTOR PROJECT

This item considers approval of a cost-sharing agreement between the City of Amarillo and the Amarillo Economic Development Corporation for AEDC's participation in the Northeast Interceptor Project. (Contact: Andrew Freeman, Interim City Manager)

8.M. CONSIDER AWARD - CAMERA, RECORDS, AND DIGITAL EVIDENCE MANAGEMENT SYSTEM

Award to: AXON ENTERPRISE, INC.- \$14,384,860.57

This item considers the award of a nine-year contract for services to include body cameras, car cameras, interview room recording, digital evidence management, and police records management systems for the police department. (Contact: Martin Birkenfeld, Chief of Police)

8.N. DISCUSS AND CONSIDER APPOINTING A CHAIR FOR THE EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE NUMBER 2 BOARD

(Contact: Drew Brassfield, Assistant Director of Planning)

8.O. DISCUSS AND CONSIDER APPOINTING A CHAIR FOR THE SOUTH GATEWAY TAX INCREMENT REINVESTMENT ZONE NUMBER 3 BOARD

(Contact: Drew Brassfield, Assistant Director of Planning)

9. Adjourn

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

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

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

I certify that the above notice of meeting was posted on the electronic bulletin board in City Hall, 601 S. Buchanan, Amarillo, Texas, and the City website (www.amarillo.gov) on or before the 5th day of January, 2024 at 5:00 p.m. in accordance with the Open Meetings Laws of the State of Texas, Chapter 551, Texas Government Code.

/s/ Stephanie Coggins

Stephanie Coggins, City Secretary



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Communication
Department: City Secretary
Contact Person: Stephanie Coggins, City Secretary

Agenda Caption: CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the work session held on December 12, 2023.

Agenda Item Summary: This item considers approval of the City Council minutes for the work session held on December 12, 2023.

Requested Action: Review and consider the presented minutes

Funding Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of the minutes as presented.

Attachments: 1. CC Minutes 2023_12_12_Work Session



Amarillo City Council Work Session

December 12, 2023

12:00 PM

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

MINUTES

1. Call to Order

On December 12, 2023 the Amarillo City Council met at 12:00 PM for a Work Session held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

Mayor Cole Stanley
Councilmember, Place 1 Josh Craft
Councilmember, Place 2 Don Tipps
Councilmember, Place 3 Tom Scherlen
Councilmember, Place 4 Les Simpson
Absent were none.

Also in attendance were the following administrative officials:

Andrew Freeman, Interim City Manager
Laura Storrs, Interim Deputy City Manager
Rich Gagnon, Assistant City Manager
Floyd Hartman, Assistant City Manager
Bryan McWilliams, City Attorney
Stephanie Coggins, City Secretary

Mayor Stanley established a quorum and called the meeting to order at 12:00 PM.

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

Mr. McWilliams advised at 1:00 p.m. that the City Council would convene into executive session per Texas Government Code A) Section 551.071 - Consult with Attorney about pending or contemplated litigation or settlement of same or on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter: i) Interlocal Agreement Between the City of Amarillo, Texas, Randall County, Texas, and Randall County Sheriff's Office (Jail Services for City Prisoners) and ii) Water supply agreement with Tyson; B) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: i) Purchase or sale of real property located in the Northwest Quadrant of Amarillo; C) Section 551.074 - Discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: i) Laura

Hamilton, Municipal Court Judge; and D) Section 551.087 – Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect: i) Project located in the Central Business District, ii) Project # 23-06-03 (Manufacturing), iii) Project # 23-08-02 (Distribution), iv) Project # 23-10-01 (Aerospace), and v) Project # 23-11-06 (Infrastructure).

- 2.A.** Section 551.071 - Consult with Attorney about pending or contemplated litigation or settlement of same or on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter:
 - i. Interlocal Agreement Between the City of Amarillo, Texas, Randall County, Texas, and Randall County Sheriff's Office (Jail Services for City Prisoners)
 - ii. Water supply agreement with Tyson

- 2.B.** Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position:
 - i. Purchase or sale of real property located in the Northwest Quadrant of Amarillo.

- 2.C.** Section 551.074 - Discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
 - i. Laura Hamilton, Municipal Court Judge

- 2.D.** Section 551.087 – Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:
 - i. Project located in the Central Business District
 - ii. Project # 23-06-03 (Manufacturing)
 - iii. Project # 23-08-02 (Distribution)
 - iv. Project # 23-10-01 (Aerospace)
 - v. Project # 23-11-06 (Infrastructure)

3. Adjourn

Mr. McWilliams announced the executive session was completed at 3:03 PM, and Mayor Stanley adjourned the Work Session.

ATTEST:

Stephanie Coggins, City Secretary

Cole Stanley, Mayor



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Communication
Department: City Secretary
Contact Person: Stephanie Coggins, City Secretary

Agenda Caption: CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the regular meeting held on December 12, 2023.

Agenda Item Summary: This item considers approval of the City Council minutes for the regular meeting held on December 12, 2023.

Requested Action: Review and consider the presented minutes

Funding Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of the minutes as presented.

Attachments: 1. CC Minutes 2023_12_12_Regular Meeting



Amarillo City Council Regular Meeting

December 12, 2023

3:00 PM

City Hall - Council Chamber

601 S. Buchanan Street, 3rd Floor

Amarillo, Texas 79101

MINUTES

1. Call to Order

On December 12, 2023 the Amarillo City Council met at 3:00 PM for a Regular Meeting held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

Mayor Cole Stanley
Councilmember, Place 1 Josh Craft
Councilmember, Place 2 Don Tipps
Councilmember, Place 3 Tom Scherlen
Councilmember, Place 4 Les Simpson
Absent were none.

Also in attendance were the following administrative officials:

Andrew Freeman, Interim City Manager
Laura Storrs, Interim Deputy City Manager
Rich Gagnon, Assistant City Manager
Floyd Hartman, Assistant City Manager
Leslie Schmidt, Senior Assistant City Attorney
Stephanie Coggins, City Secretary

Mayor Stanley established a quorum and called the meeting to order at 3:11 PM.

2. Invocation Greg Dowell, Central Church of Christ

Greg Dowell, Central Church of Christ, gave an invocation.

3. Pledge of Allegiance

Mayor Stanley led the Pledge of Allegiance.

4. The Texas Pledge

Mayor Stanley led the Texas Pledge.

5. Proclamation

5.A. "Arbor Day in Amarillo"

Councilmember Scherlen read a proclamation for "Arbor Day in Amarillo" that was received by Michael Kashuba and Cindy Perez.

6. Recognition

6.A. "Wreaths Across America"

Councilmember Tipps presented a certificate of recognition to John Betancourt in honor of Wreaths Across America Day.

7. Announcements

The Mayor announced a special meeting will be held December 19th at 3:00 p.m. at the Hospitality Room of the Amarillo Civic Center for City Council to discuss the Sanctuary City topic.

- 8. Public Comment** The public will be permitted to offer public comment on agenda items and items related to City business. Citizens interested in commenting may sign up online at <https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-registration-form>, by calling the City Secretary's office at (806) 378-3014, or in person in Room 303 of City Hall, 601 S. Buchanan. Citizens should sign up at least 15 minutes prior to the scheduled meeting start time.

The following individuals signed up and spoke during public comment:

1. Don Larue, of Amarillo
2. Beth Duke, of Amarillo
3. Joseph Rogers, of Amarillo
4. Monica Pinon, of Amarillo
5. Philip Nussbaum, not of Amarillo
6. Michael Damron, not of Amarillo
7. Randy Burkett, of Amarillo

After all registered individuals spoke, Mayor Stanley invited citizens who did not sign up to speak to address City Council, and the following individuals spoke:

1. Alan Finegold, of Amarillo

The following individuals registered and shared written comments with City Council:

1. Michele Snyder, of Amarillo
2. Mary Brigid Krizek, not of Amarillo
3. Mia Popovic, of Amarillo
4. Crystal Zamarron, not of Amarillo
5. Tamara Bowers, not of Amarillo
6. Mark, not of Amarillo
7. Jeri Mihm, of Amarillo

8. Shelley Trabysh, of Amarillo
9. David Trabysh, of Amarillo
10. Judy Moore, not of Amarillo
11. Sonya Letson, of Amarillo
12. Anne Clayton Ware Vroom, not of Amarillo
13. Danielle Waldrop, of Amarillo

11. Non-Consent Items

11.A. CONSIDERATION OF ORDINANCE NO. 8101

Discussion and consideration of all matters incident and related to the issuance and sale of “City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, New Series 2024”, including the adoption of an ordinance authorizing the issuance of such bonds. (Contact: Laura Storrs, Interim Deputy City Manager and CFO)

Mayor Stanley introduced the item. Ms. Storrs and Steven Adams, with Specialized Public Finance, presented the item.

ACTION: Motion to adopt Ordinance 8101 as presented by Josh Craft, second by Tom Scherlen;
Motion passed with a 5:0 vote.

AYES: Cole Stanley, Josh Craft, Don Tipps, Tom Scherlen, Les Simpson

NOES: None

ABSTAIN: None

9. Discussion Items City Council will discuss or receive reports on the following current matters or projects.

9.A. Review agenda items for regular meeting and attachments

9.B. Potential ordinance to revise Chapter 8-5 Public and Environmental Health for changes resulting from Senate Bill 577

9.C. Quarterly budget update

9.D. Update on John Stiff Park

9.E. Traffic Advisory Board and Pedestrian and Bicycle Safety Committee

Mayor Stanley recessed the regular meeting at 4:53 p.m.

Mayor Stanley resumed the regular meeting at 5:12 p.m.

9.F. Options to opt out of water automated metering infrastructure (AMI) system

- 9.G.** Extra Territorial Jurisdiction (ETJ) agreements
- 9.H.** Farmers Avenue quiet zone
- 9.I.** City Manager recruitment process
- 9.J.** Request future agenda items and reports from City Manager

- 10. 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.

Mayor Stanley introduced the consent agenda and asked if any items should be pulled for separate consideration. Councilmember Scherlen asked to pull Consent Item No. 10.BB.

ACTION: Motion to approve the consent agenda except for item 10.BB by Don Tipps, second by Tom Scherlen;
Motion passed with a 5:0 vote.

AYES: Cole Stanley, Josh Craft, Don Tipps, Tom Scherlen, Les Simpson

NOES: None

ABSTAIN: None

10.A. CONSIDER APPROVAL – MINUTES

This item considers approval of the City Council minutes for the work session held on November 14, 2023. (Contact: Stephanie Coggins, City Secretary)

10.B. CONSIDER APPROVAL – MINUTES

This item considers approval of the City Council minutes for the regular meeting held on November 14, 2023. (Contact: Stephanie Coggins, City Secretary)

10.C. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the work session held on November 29, 2023. (Contact: Stephanie Coggins, City Secretary)

10.D. CONSIDERATION OF ORDINANCE NO. 8095

This item is the second and final reading to consider an ordinance rezoning 16.07 acres of unplatted land, in Section 2, Block 9, BS&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: Sundown Ln. and Western St.; APPLICANT: Furman Land Surveyors, Inc. for P Dub Land Holdings, LTD) (Contact: Brady Kendrick, Senior Planner)

10.E. CONSIDERATION OF ORDINANCE NO. 8096

This item is the second and final reading to consider an ordinance vacating the remaining 4,150 square foot portion of the 20 foot wide public alley, in Block 1 of Western Plateau Addition Unit No. 1, an addition to the City of Amarillo, in Section 6, Block 9, BS&F Survey, Randall County, Texas. (VICINITY: SW 47th Ave. and Western St.; APPLICANT: Furman Land Surveyors Inc. for St. Stephen United Methodist Church) (Contact: Brady Kendrick, Senior Planner)

10.F. CONSIDERATION OF ORDINANCE NO. 8097

This item is the second and final reading of an ordinance amending Section 4-10-211 Vehicle Parking Regulations of the City of Amarillo Zoning Ordinance, within Division 4: Vehicle Parking and Loading, of Article V: Supplemental Regulations, for the addition of subsections to be titled "(5) Reduction for Infill Development", "(6) Reduction for Adaptive Reuse", and "(7) Administrative Adjustments". (Contact: Cody Balzen, Principal Planner)

10.G. CONSIDERATION OF ORDINANCE NO. 8098

This item is the second and final reading of an ordinance vacating a 20-foot-wide public alley located in Block 83 of Plemons's Addition, an addition to the City of Amarillo, in Section 170, Block 2, AB&M Survey, Potter County, Texas. (VICINITY: S Buchanan St. & SE 7th Ave.) (Contact: Andrew Freeman, Interim City Manager)

10.H. CONSIDERATION OF ORDINANCE NO. 8099

This item is the second and final reading of an ordinance providing for acceptance of a right of way dedication from Jamal Enterprises, LP, a Texas Limited Partnership, located in a certain plat titled Interstate 40 Business Loop, Amarillo Boulevard East, State Highway 60, Historic Route 66, filed in the Deed of Records for Amarillo, in Potter County, Texas. (Contact: Chris Ray, Resource Administrator)

10.I. CONSIDERATION OF ORDINANCE NO. 8100

This item is the second and final reading of an ordinance adopting the budget amendments pertaining to the Fiscal Year 2023-2024 budget. (Contact: Laura Storrs, Interim Deputy City Manager and CFO)

10.J. CONSIDERATION OF RESOLUTION NO. 12-12-23-1

This item considers a resolution to enter into an agreement with TXDOT for placement of license plate readers on state of Texas highway right-of-way. (Contact: Martin Birkenfeld, Chief of Police, Shane Chadwick)

10.K. CONSIDERATION OF RESOLUTION NO. 12-12-23-2

This item considers a resolution authorizing an Advance Funding Agreement for Highway Safety Improvement Program with the Texas Department of Transportation for transportation improvements within the specified program, permitting administrative adjustments to documents as needed, and authorizing

the City Manager to execute such an agreement. (Contact: Michael Padilla, Transportation Superintendent)

10.L. CONSIDER ACCEPTANCE - PUBLIC EASEMENT DEDICATIONS

This item considers the acceptance of two drainage easements and two sanitary sewer easements being a total of approximately 0.674 acres of unplatted land, in Section 61, Block 9, BS&F Survey, Randall County, Texas. (VICINITY: Soncy Rd. and SW 34th Ave.; GRANTOR: Betenbough homes, LLC and the Emeline Bush O'Brien / Sobieski Trust; GRANTEE: City of Amarillo). (Contact: Brady Kendrick, Senior Planner)

10.M. CONSIDER APPROVAL - S. GEORGIA STREET RECONSTRUCTION PROJECT RIGHT-OF-WAY DEDICATION

This item is to consider approval of the Dedication Deeds for the S. Georgia Street Reconstruction Project No. 462011 from Happy Again, LP, Happy Horizons Properties, LP and Attebury Elevators, LLC. (Contact: Chris Ray, Resource Administrator)

10.N. CONSIDER AWARD - S. GEORGIA STREET RECONSTRUCTION PROJECT DEDICATION DEED

This item is to consider approval of a Dedication Deed from O'Kellie, LTD to the City of Amarillo for construction of the S. Georgia Street Reconstruction Project No. 462011. (Contact: Chris Ray, Resource Administrator)

10.O. CONSIDER APPROVAL - S. GEORGIA STREET RECONSTRUCTION PROJECT RIGHT-OF-WAY (R.O.W) DEDICATION

This item is to consider the R.O.W. Dedication deed from Robin Malena to the City of Amarillo for the S. Georgia Street Reconstruction Project No. 462011. (Contact: Chris Ray, Resource Administrator)

10.P. CONSIDER APPROVAL - AGREEMENT FOR SERVICES BETWEEN CENTER CITY OF AMARILLO, INC. AND CENTER CITY TAX INCREMENT REINVESTMENT ZONE #1.

This item considers approving an agreement for services between the two entities for services related to administration of the business facade incentive program and streetscape grant program. (Contact: Drew Brassfield, Assistant Director of Planning)

10.Q. CONSIDER AWARD - CHANGE ORDER NO.2 TO LANDFILL CELL 10 PHASE 3 CONSTRUCTION CONTRACT

Award to: Hammett Excavation

Original Award:	\$4,182,433.10
Previous Change Order	0.00
Current Change Order No. 2	<u>137,310.52</u>
Total Award:	\$4,319,743.62

This item considers the approval of Change Order No. 2, which is for construction of the Northwest entrance road and drainage culvert, additional leachate line, additional liner and protective soil as well as an additional 21 days to complete the entrance road. This item will be funded through solid waste user fees. (Contact: Donny Hooper, Managing Director of Public Works)

10.R. CONSIDER AWARD - SUPPLY CONTRACT FOR SOLID WASTE DUMPSTERS

Award to: Roll Offs USA of America - \$866,250.00

This item considers the award of a contract for 1,000 three-yard side load refuse containers (dumpsters) and 150 eight-yard front load refuse containers (dumpsters) for use in daily operations of Solid Waste. This contract is for an initial term of one year with two additional one-year options to renew. This item will be funded through solid waste user fees. (Contact: Donny Hooper, Managing Director of Public Works)

10.S. CONSIDER AWARD - SUPPLY AGREEMENT FOR DUMPSTER BOTTOMS

Award to: Impact Plastics - \$200,500.00

This item considers the award of an annual contract to purchase dumpster bottoms use in daily operations of Solid Waste. This item will be funded through solid waste user fees. (Contact: Donny Hooper, Managing Director of Public Works)

10.T. CONSIDER PURCHASE - FIRE DEPARTMENT COMMAND VEHICLE

Award to: Caldwell Country Chevrolet - \$80,695.00 (BuyBoard # 601-19)

This item considers the purchase of one operations command vehicle used by Amarillo Fire Department (AFD) for daily safety requirements. This item will be funded through general fund revenues. (Contact: Donny Hooper, Managing Director of Public Works)

10.U. CONSIDER AWARD - FIREFIGHTER PPE CLEANING AND REPAIR - ANNUAL CONTRACT

Award to: DACO - Not to exceed \$80,000.00 (Buy Board #698-23)

This item considers the award of an annual contract to satisfy the requirements of both National Fire Protection Agency (NFPA) and Texas Commission on Fire Protection (TCFP) for annual advanced cleaning, repair, and annual inspection (both scheduled and unscheduled) of Structural Firefighting protective garments (Structural Coat; Structural Pant) by a certified provider. This contract will be an annual contract with no automatic renewals, allowing AFD the ability to adjust the budgeted amount as garments that are not covered by the warranty program are retired. This item will be funded through general fund revenues. (Contact: David Kouba, Deputy Fire Chief)

10.V. CONSIDER AWARD - NFPA 1971 COMPLIANT FIRE GARMENTS ANNUAL CONTRACT

Award to: DACO Fire Equipment - \$197,540.00 (Buy Board #698-23)

This item considers the award of an annual contract for purchase of National Fire Protection Agency (NFPA) approved personal protective equipment to be worn by both male and female members of the fire department during emergency operations. Structural firefighter garments (Structural Coats, Structural Pants, Structural Helmets, Structural Hoods, Structural Gloves, and Structural Boots) that are compliant with NFPA 1971 will be purchased. Additionally, a seven-year warranty program will be purchased on the Structural Coats and Structural Pants. The purpose of the ensemble is to provide protection during structural firefighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire related rescue operations, emergency medical operations, and victim extrication. This item will be funded through general fund revenues. (Contact: David Kouba, Deputy Fire Chief)

10.W. CONSIDER PURCHASE - SPARROWHAWK RADAR

Award to: Unmanned Vehicle Technologies - \$112,631.50

This item considers the award of a contract for the purchase of Sparrowhawk Radar for the Amarillo Regional Crime Center. This item will be funded through seized funds. (Contact: Martin Birkenfeld, Chief of Police, Shane Chadwick)

10.X. CONSIDER PURCHASE - REFRIGERATORS, DRYING CABINET, AND FREEZERS FOR POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING

Award to: Grainger - \$50,865.03

This item considers the award of a contract for the purchase of three refrigerators, one drying cabinet, and nine freezers for the Police Department's Property and Evidence building. This item will be funded through local seized funds. (Contact: Martin Birkenfeld, Chief of Police, Elizabeth Brown)

10.Y. CONSIDER AWARD - AMARILLO POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING REMODEL

Award to: Panhandle Steel Buildings, Inc. - \$248,038.00

This item considers the award of a contract for the remodel project of the existing Property and Evidence Building to increase employee safety, site security, and site functionality. This item will be funded through local seized funds. (Contact: Jerry Danforth, Director of Facilities)

10.Z. CONSIDER PURCHASE - LICENSE PLATE READER (LPR) CAMERAS FOR AMARILLO REGIONAL CRIME CENTER

Award to: OMNIA/INSIGHT - \$132,250.00

This item considers the award of a contract for the purchase of License Plate Reader (LPR) cameras for use with the Amarillo Regional Crime Center. This item will be funded through federal grant funds. (Contact: Martin Birkenfeld, Chief of Police, Shane Chadwick)

10.AA. CONSIDER ACCEPTANCE - TEXAS DEPARTMENT OF TRANSPORTATION ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) GRANT

AGREEMENT FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT

Grantor: Texas Department of Transportation (TxDOT) - \$100,000.00

This item considers acceptance of a RAMP grant agreement with TxDOT. Rick Husband Amarillo International Airport is a recipient of the TxDOT Ramp Grant due to its classification as a non-hub primary airport. The scope of the grant is for routine airport maintenance projects, including runway rubber removal and runway/taxiway line painting. The Department of Aviation is seeking approval of the 2023 RAMP Grant agreement. This grant will provide needed maintenance funds up to \$100,000.00 with a 10% airport match of project funds for maintenance projects totaling \$111,111.11. The local match will be funded through airport operating revenues. (Contact: Michael Conner, Director of Aviation)

10.CC. CONSIDER ACCEPTANCE - FEDERAL AIG GRANT FOR TERMINAL EMERGENCY POWER UPGRADES

Grantor: Federal Aviation Administration - \$1,797,035.00

This item considers acceptance of a federal AIG grant for the terminal emergency power upgrades project at the Rick Husband Amarillo International Airport, and requests that the Interim City Manager and City Attorney be authorized to sign the grant agreement upon receipt. (Contact: Michael Conner, Director of Aviation)

10.DD. CONSIDER AWARD - CONTRACT FOR TERMINAL EMERGENCY POWER UPGRADES

Award to: Duke Electric - \$1,592,255.00

This item considers the award of a contract for the removal and replacement of electrical panels, transformers, and various circuits to provide better and expanded emergency power throughout the terminal at the Rick Husband Amarillo International Airport. It also includes the installation of a central UPS system to support critical IT data racks. This item will be funded through a combination of federal grant funds (90%) and airport operating revenues (10%). (Contact: Michael Conner, Director of Aviation)

10.EE. CONSIDER ACCEPTANCE - FEDERAL AIG GRANT FOR AIRPORT TERMINAL MAKE-UP CAROUSEL REPLACEMENT

Grantor: Federal Aviation Administration - \$876,306.00

This item considers acceptance of a federal AIG grant for the terminal make-up carousel replacement project at the Rick Husband Amarillo International Airport, and requests that the Interim City Manager and City Attorney be authorized to sign the grant agreement upon receipt. (Contact: Michael Conner, Director of Aviation)

10.FF. CONSIDER AWARD - CONTRACT FOR AIRPORT TERMINAL BAGGAGE MAKEUP CAROUSEL REPLACEMENT

Award to: Five Star Airport Alliance, Inc. In the amount of \$862,134.00

This item considers the award of a contract for the removal and replacement of two existing incline-slope-plate outbound baggage make-up carousel units at the Rick Husband Amarillo International Airport. The units are part of the airport's baggage handling system and will be replaced with like-kind new units because the original units are beyond their end of life. This item will be funded through a combination of federal grant funds (90%) and airport operating revenues (10%). (Contact: Michael Conner, Director of Aviation)

10.GG. CONSIDER APPROVAL - LEASE TERMINATION AGREEMENT BETWEEN THE CITY AND CENTRAL GARDEN & PET COMPANY (DBA - ARDEN COMPANIES, INC).

This item is a building lease termination agreement regarding Arden Companies' 2011 lease of a manufacturing/warehousing building at the Rick Husband Amarillo International Airport. This agreement allows Arden Companies to terminate their building lease earlier than the lease expiration date of September 11, 2025, with full payment to the Airport, minus 15% interest, equaling \$517,275, with a possible prorated partial reimbursement (based on Arden's regular monthly payment amount) if the Airport finds a new building tenant before December 1, 2024. (Contact: Michael Conner, Director of Aviation)

10.HH. CONSIDER AWARD - WORKER SECURITY SCREENING SERVICES

Award to: Petsar Inc., DBA Ground Zero Security - \$312,000.00

This item considers the award of a three-year contract for worker security screening services at the Rick Husband Amarillo International Airport. The contract includes provision of security screening personnel and limited equipment to be used for the screening of aviation workers at the airport in accordance with recent TSA requirements. This item is funded by airport operating revenues. (Contact: Michael Conner, Director of Aviation)

10.II. CONSIDER AWARD - MMCAP VACCINE CONTRACT

Award to: Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) - Not to exceed \$400,000.00

This item considers the award of a contract to purchase needed vaccines and medications for clinical services and to fulfill grant deliverables. MMCAP is a buying cooperative used by organizations nationwide, including Texas. (Contact: Casie Stoughton, Director of Public Health)

10.JJ. CONSIDER AWARD - TRANSPORTATION SAFETY ACTION PLAN CONTRACT

Award to: The Goodman Corporation - \$275,000.00

This item considers the award of a contract to the Goodman Corporation for planning services to complete a Transportation Safety Action Plan funded in part by the Safe Streets and Roads for All grant program. This item will be funded through a combination of federal grant funds and general fund revenues. (Contact: Emily Koller, Director of Planning and Development Services)

10.KK. CONSIDER AWARD - PLUMBING AND MECHANICAL SUPPLIES TO BE USED FOR VARIOUS CITY DEPARTMENTS FOR USE ON CITY FACILITIES AND CITY EQUIPMENT

Award to: Morrison Supply - Not to Exceed \$200,000.00 (Buy Board #657-21)

This item considers the award of a contract to purchase plumbing and mechanical supplies for use by various city departments. (Contact: Trent Davis, Interim Purchasing Agent)

10.LL. CONSIDER AWARD - UNIFORM RENTAL SERVICES

Award to: Cintas Uniform Services -\$620,865.96

This item considers the award of a contract for City of Amarillo Uniform rental services for a three-year contract with the option to renew for two additional one-year periods. This item will be funded through various revenues sources based on the using departments. (Contact: Trent Davis, Interim Purchasing Agent)

10.MM. CONSIDER AWARD - PROMOTIONAL ITEMS PURCHASE CONTRACT

Award to: Color Art - Not to exceed \$100,000.00

This item considers the award of a contract to purchase City of Amarillo promotional items. This item will be funded through various sources based on the using departments. (Contact: Trent Davis, Interim Purchasing Agent)

10.NN. CONSIDER AWARD - PARK MAINTENANCE CONCRETE BID

Award to: MH Civil Constructors - Not to Exceed \$1,000,000 (\$250,000 annually)

This item considers the award of a contract for turnkey sidewalk and miscellaneous concrete installation including maintenance, repair, and removal. This is a one-year contract with the option to renew for three additional one-year periods. This item will be funded through general fund revenues. (Contact: Michael Kashuba, Director of Parks and Recreation)

10.OO. CONSIDER AWARD - SERVICE CENTER FLOORING PROJECT

Award to: Carpet Tech - \$54,165.04

This item considers the award of a contract for the flooring remodel project to remove existing tile flooring with polished concrete at the main Service Center building. (Contact: Jerry Danforth, Director of Facilities)

10.PP. CONSIDER APPROVAL - HOME PROGRAM - COMMUNITY DEVELOPMENT HOUSING ORGANIZATION (CHDO) CONTRACT

Award to: Habitat for Humanity - Not to exceed \$129,784.00

This item considers approval of a contract with Habitat for Humanity to provide funding for new construction of affordable housing in the City of Amarillo. Construction will be completed by the Amarillo Habitat for Humanity. This item will be funded with federal grant dollars from the HOME Investment Partnership program, administered by the City of Amarillo Community Development Department. (Contact: Jason Riddlespurger, Director of Community Development)

10.QQ. CONSIDER AWARD - CONTRACT FOR PROJECT MANAGEMENT SOFTWARE SUBSCRIPTION

Award to: Monday.com - \$49,999.99

This item considers the award of a twelve-month subscription to Monday.com, a software as a service (SaaS) project management platform. Leadership across the organization will use this platform for management of various projects within the city. This item will be funded through general fund revenues. (Contact: Rich Gagnon, Assistant City Manager and CIO)

10.RR. CONSIDER AWARD - PROFESSIONAL SERVICES AGREEMENT FOR STORMWATER SAMPLING VAULTS

Award to: HDR Engineering, Inc. - \$161,010.00

This item considers the approval of a professional services agreement for engineering services associated with the proposed addition of sampling vaults for required monitoring of stormwater. This item will be funded through water and sewer fund revenues. (Contact: Jackson Zaharia, City Engineer, Shannon Tollison, Assistant Director)

10.SS. CONSIDER AWARD - PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR WATER MAIN EXTENSIONS IN EAST AMARILLO

Award to: HDR Engineering, Inc - \$1,212,760.00

This item is to consider approval of the professional engineering services agreement for the design and construction phase of water distribution expansion in three areas in east Amarillo. This item will be funded through water and sewer fund revenues. (Contact: Kyle Schniederjan, Director of Capital Projects Development and Engineering)

10.TT. CONSIDER AWARD – CONSTRUCTION CONTRACT TO REBUILD AND RECONDITION PUMP STATION #4 AT ARDEN ROAD

Award to: Advanced Water Well Technologies, Inc - \$89,451.50 (Buy Board #672-22)

This item considers the award of a contract for the Arden Pump Station #4 motor and pump rebuild and recondition. Initial tear down and inspection were performed by Advanced Water Well Technologies Inc. This item will be funded through water and sewer fund revenues. (Contact: John Collins, Director of Utilities)

10.UU. CONSIDER AWARD - ANNUAL CONTRACT FOR WATER AND SEWER TAPS FOR WASTEWATER COLLECTION AND DISTRIBUTION

Award to: Amarillo Utility Contractors - Not to exceed \$200,000.00

This item considers the renewal of an annual contract for water and sewer taps needed to keep up with demand of City of Amarillo citizens. This item will be funded through water and sewer revenues. (Contact: John Collins, Director of Utilities)

10.VV. CONSIDER PURCHASE - REPAIR PARTS AND SERVICES FOR NATURAL GAS BLOWER #3 AT HOLLYWOOD ROAD WASTEWATER TREATMENT FACILITY

Award to: Enerflex Energy Systems - \$56,175.00

This item considers the purchase of repair parts and labor to bring into specification and working order of the Waukesha natural gas air blower engine #3 at the Hollywood Road Wastewater Treatment Facility. This item will be funded through water and sewer fund revenues. (Contact: John Collins, Director of Utilities)

10.WW. CONSIDER APPROVAL - AMENDMENT NO. 1 TO CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BETWEEN PRODUCER OWNED BEEF OPCO, LLC, AND THE CITY OF AMARILLO, TEXAS

This item considers approval of Amendment No. 1 to the Chapter 380 Economic Development Program Agreement made between Producer Owned Beef Opco, LLC, a Texas limited liability company formerly known as Prairie View West LLC ("POB Opco") and the City of Amarillo, Texas a Texas municipality ("City"). (Contact: Andrew Freeman, Interim City Manager)

10.XX. CONSIDER AWARD - MAJOR MEDICAL (MEDICAL/RX) STOP LOSS INSURANCE COVERAGE

Award to: Evolution Risk Through Stealth Partner Group - \$492,937.92.

This item considers the award of a contract for the City's Major Medical (Medical/Rx) Stop Loss Insurance for CY2024. This item is funded through the City's self-insurance fund. (Contact: Sandy Elliott, Assistant Director of Human Resources)

10.BB. CONSIDER AWARD - ADVERTISING AGREEMENT BETWEEN THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT AND AMARILLO SOD POODLES BASEBALL

Award to: Panhandle Baseball Club, Inc. - Not to exceed \$83,454.30

This item considers a three-year (through the end of the 2026 Sod Poodles baseball season) advertising and sponsorship agreement between the Sod Poodles' Panhandle Baseball Club, Inc. and the Rick Husband Amarillo International Airport. The agreement provides the airport with digital signage advertising at the Sod Poodles' Hodgetown stadium, inclusion in the Sod Poodles Fan Compass social media campaign, and an annual discount for airport staff events. This item will be funded through airport operating revenues. (Contact: Michael Conner, Director of Aviation)

This item was pulled for separate discussion and consideration. Mayor Stanley introduced the item. Mr. Freeman and Michael Conner, Director of Aviation, presented the item.

ACTION: Motion to not approve the item by Don Tipps, second by Tom Scherlen;

Motion passed with a 5:0 vote.

AYES: Cole Stanley, Josh Craft, Don Tipps, Tom Scherlen, Les Simpson

NOES: None

ABSTAIN: None

11. Non-Consent Items

11.B. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8102

This item is a public hearing and first reading to consider an ordinance rezoning a 5.89 acre tract of unplatted land, in Section 25, Block 9, BS&F Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Office District 2. (APPLICANT: OJD Engineering, LLC for Thane Morgan; VICINITY: John David Cir. and Plum Creek Dr.) (Contact: Brady Kendrick, Senior Planner)

Mayor Stanley introduced the item. Brady Kendrick, Senior Planner, presented the item. Mayor Stanley opened a public hearing. Carol Ann Stewart, of Amarillo, spoke on the item. Mayor Stanley closed the public hearing.

ACTION: Motion to adopt Ordinance No. 8102 by Josh Craft, second by Tom Scherlen;

Motion passed with a 5:0 vote.

AYES: Cole Stanley, Josh Craft, Don Tipps, Tom Scherlen, Les Simpson

NOES: None

ABSTAIN: None

11.C. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8103

This item is a public hearing and first reading to consider an ordinance rezoning the remaining portion of Tract 26A, Ford's Revised Subdivision Unit No. 3, an addition to the City of Amarillo, in Section 159, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 1 to Residential District 1 with Specific Use Permit 205 for the placement of a Type B Manufactured Home. (APPLICANT: David Jackson; VICINITY: Brown Ave. and Park Ave.) (Contact: Brady Kendrick, Senior Planner)

Mayor Stanley introduced the item. Mr. Kendrick presented the item. Mayor Stanley opened a public hearing. John Barrett, of Amarillo, spoke on the item. Mayor Stanley closed the public hearing.

ACTION: Motion to adopt Ordinance No. 8103 by Josh Craft, second by Don Tipps;

Motion passed with a 5:0 vote.

AYES: Cole Stanley, Josh Craft, Don Tipps, Tom Scherlen, Les Simpson

NOES: None
ABSTAIN: None

11.D. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8104

This item is a public hearing and first reading to consider an Ordinance annexing into the City of Amarillo, on petition of property owner, territory generally described as a 1,086.85 acre tract of unplatted land, in Section 40, 49, 50, 62, and 71, Block 2, AB&M Survey, Potter County, Texas. (VICINITY: U.S. Highway 60 and N. Parsley Rd.; APPLICANT/S: Amarillo Economic Development Corporation and CVMR Texas Inc.) (Contact: Brady Kendrick, Senior Planner)

Mayor Stanley introduced the item. Mr. Kendrick presented the item. Mayor Stanley opened a public hearing. No one presented to speak. Mayor Stanley closed the public hearing.

ACTION: Motion to adopt Ordinance No. 8104 as presented by Don Tipps, second by Josh Craft;
Motion passed with a 5:0 vote.

AYES: Cole Stanley, Josh Craft, Don Tipps, Tom Scherlen, Les Simpson

NOES: None

ABSTAIN: None

11.E. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8105

This item is a public hearing and first reading to consider an ordinance approving and adopting the five-year Community Investment Program for FY 2023-2024 through 2027-2028. (Contact: Kyle Schniederjan, Director of Capital Projects Development and Engineering)

Mayor Stanley introduced the item. Kyle Schniederjan, Capital Projects Development and Engineering Director, presented the item. Mayor Stanley opened a public hearing. No one presented to speak. Mayor Stanley closed the public hearing.

ACTION: Motion to adopt Ordinance No. 8105 by Josh Craft, second by Don Tipps;
Motion passed with a 5:0 vote.

AYES: Cole Stanley, Josh Craft, Don Tipps, Tom Scherlen, Les Simpson

NOES: None

ABSTAIN: None

11.F. CONSIDERATION OF ORDINANCE NO. 8106

This item is a public hearing and first reading to consider an ordinance amending the Amarillo Municipal Code Chapter 18-3, Article V, Section 18-3-101: amending the MS4 enforcement procedures for an illicit discharge by a user into the municipal separate storm sewer system. (Contact: Shannon Tollison, Assistant Director)

Mayor Stanley introduced the item. Shannon Tollison, Assistant Director, presented the item. Mayor Stanley opened a public hearing. No one presented to speak. Mayor Stanley closed the public hearing.

ACTION: Motion to accept Ordinance 8106 as presented by Tom Scherlen, second by Les Simpson;

Motion passed with a 5:0 vote.

AYES: Cole Stanley, Josh Craft, Don Tipps, Tom Scherlen, Les Simpson

NOES: None

ABSTAIN: None

11.G. CONSIDERATION OF RESOLUTION NO. 12-12-23-3

This item considers a resolution providing for a digital dignity, rights, and privacy policy. (Contact: Rich Gagnon, Assistant City Manager and CIO)

Mayor Stanley introduced the item. Mr. Gagnon presented the item.

ACTION: Motion to adopt Resolution No. 12-12-23-3 by Josh Craft, second by Don Tipps;

Motion passed with a 5:0 vote.

AYES: Cole Stanley, Josh Craft, Don Tipps, Tom Scherlen, Les Simpson

NOES: None

ABSTAIN: None

11.H. CONSIDER APPROVAL - PURCHASE OF PROPERTY LOCATED IN HILLSIDE TERRACE ESTATES

Seller: Hillside Terrace Estates, LTD - \$4,385,000 plus closing costs

This item considers the purchase of approximately 11.43 acres of land located in the vicinity of Arden Road and Lauder Street. This item will be funded through water and sewer fund revenues. (Contact: Floyd Hartman, Assistant City Manager)

Mayor Stanley introduced the item. Mr. Hartman presented the item.

ACTION: Motion to approve the purchase of property located in Hillside Terrace Estates to Hillside Terrace Estates, LTD in the amount of \$4,385,000.000 by Josh Craft, second by Don Tipps;

Motion passed with a 5:0 vote.

AYES: Cole Stanley, Josh Craft, Don Tipps, Tom Scherlen, Les Simpson

NOES: None

ABSTAIN: None

Mayor Stanley recessed the regular meeting at 7:13 p.m.

Mayor Stanley resumed the regular meeting at 7:24 p.m.

- 12. Public Comment** The public will be permitted to offer public comment on non-agenda items and items related to City business. Citizens interested in commenting may sign up online at <https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-registration-form>, by calling the City Secretary's office at (806) 378-3014, or in person in Room 303 of City Hall, 601 S. Buchanan. Citizens should signup at least 15 minutes prior to the scheduled meeting start time.

Mayor Stanley reopened public comment. The following individuals signed up and spoke during public comment:

1. Briana Cagle, of Amarillo
2. Courtney Brown, of Amarillo
3. Tremaine A Brown
4. John Early, of Amarillo
5. John Barrett, of Amarillo
6. Bryan Arvello, of Amarillo
7. Ed Heath, not of Amarillo
8. Sarena Heath, not of Amarillo
9. Lindsay London, of Amarillo
10. Sadie Newsome, of Amarillo
11. Annemarie Rossato, of Amarillo
12. Wendy Frick, of Amarillo

After all registered individuals spoke, Mayor Stanley invited citizens who did not sign up to speak to address City Council, and the following individuals spoke:

1. Rolf Habersang, of Amarillo
2. Christy Kraze Adair, of Amarillo
3. Tommy Stidham, of Amarillo
4. Karmyn Seaberg, of Amarillo
5. Claudia Stravato, of Amarillo
6. Carol Ann Stewart, of Amarillo
7. Stephanie Madrigal, of Amarillo
8. Parker Kershan, not of Amarillo
9. Ashley Allcorn, of Amarillo
10. Otto Beyer, of Amarillo
11. Jana May, of Amarillo

The following individuals registered but did not present to speak:

1. Jami Lyons, not of Amarillo
2. Jessica Pinkston Headrick, not of Amarillo

13. Adjourn

Mayor Stanley adjourned the Regular Meeting at 8:34 PM.

ATTEST:

Stephanie Coggins, City Secretary

Cole Stanley, Mayor



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Communication
Department: City Secretary
Contact Person: Stephanie Coggins, City Secretary

Agenda Caption: CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the work session held on December 19, 2023.

Agenda Item Summary: This item considers approval of the City Council minutes for the work session held on December 19, 2023.

Requested Action: Review and consider the presented minutes

Funding Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of the minutes as presented.

Attachments: 1. CC Minutes 2023_12_19



Amarillo City Council Work Session

December 19, 2023

3:00 PM

Amarillo Civic Center Complex – Hospitality Room
401 S. Buchanan Street
Amarillo, Texas 79101

MINUTES

1. Agenda Items

1.A. Call to Order

On December 19, 2023 the Amarillo City Council met at 3:00 PM for a Work Session held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

Mayor Cole Stanley
Councilmember, Place 1 Josh Craft
Councilmember, Place 2 Don Tipps
Councilmember, Place 3 Tom Scherlen
Councilmember, Place 4 Les Simpson
Absent were none.

Also in attendance were the following administrative officials:

Andrew Freeman, Interim City Manager
Laura Storrs, Interim Deputy City Manager
Bryan McWilliams, City Attorney
Stephanie Coggins, City Secretary

Mayor Stanley established a quorum and called the meeting to order at 3:01 PM.

1.B. Discuss ordinance protecting human life by adding abortion-related restrictions

1.C. Adjourn

Mayor Stanley adjourned the Work Session at 5:47 PM.

ATTEST:

Stephanie Coggins, City Secretary

Cole Stanley, Mayor



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Business Friendly Community
Department: Planning and Development Services
Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8102

This item is a second and final reading to consider an ordinance rezoning a 5.89 acre tract of unplatted land, in Section 25, Block 9, BS&F Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Office District 2. (APPLICANT: OJD Engineering, LLC for Thane Morgan; VICINITY: John David Cir. and Plum Creek Dr.)

Agenda Item Summary:

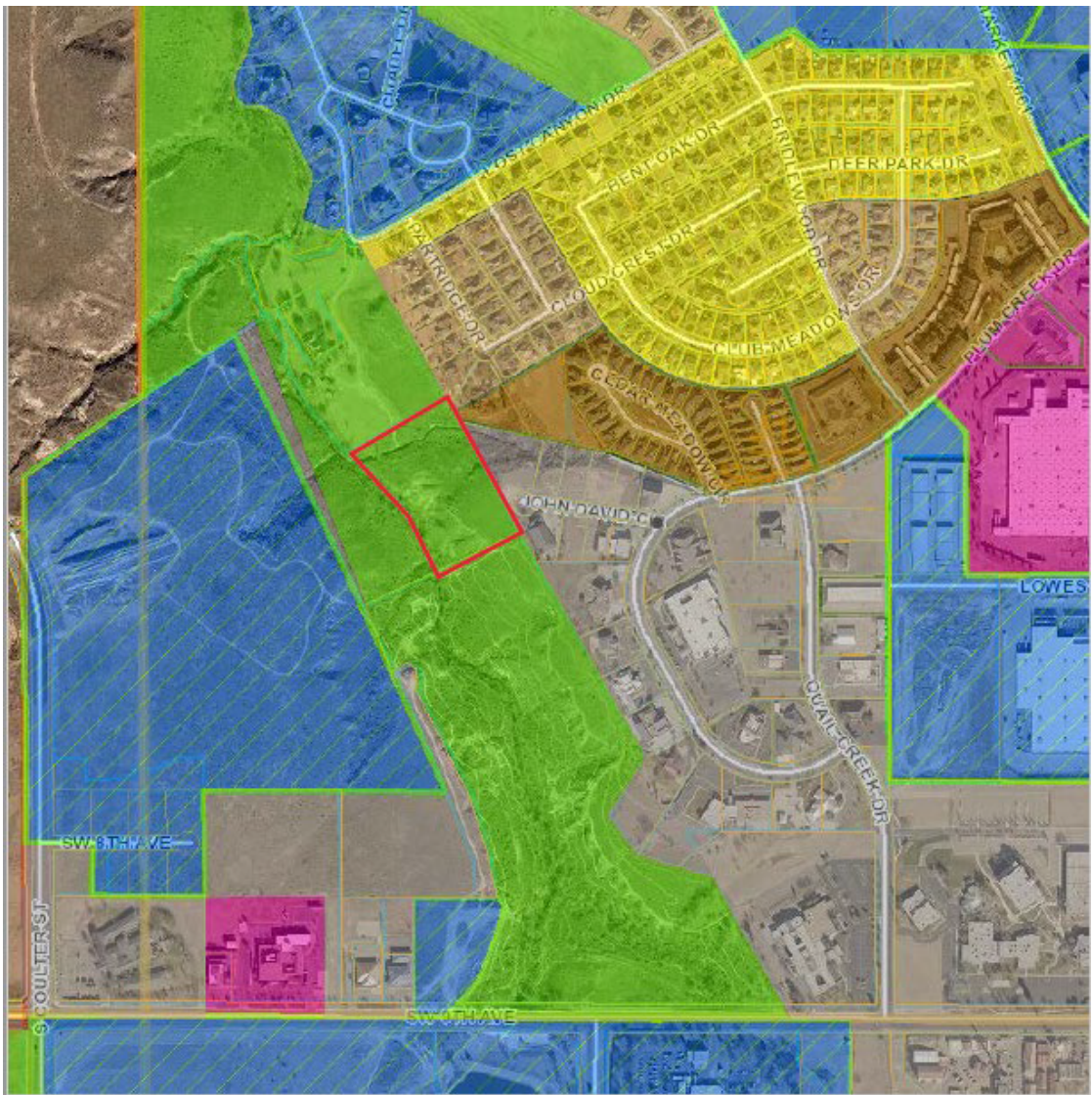
Proposal: The applicant is proposing a change in zoning to develop a portion of the site with a medical facility (surgery center).

Adjacent Zoning: Adjacent zoning consists of Agricultural District to the north, west, and south and Office District 2, Multiple Family District 1 with Specific Use Permit 66, and Residential District 3 to the east.

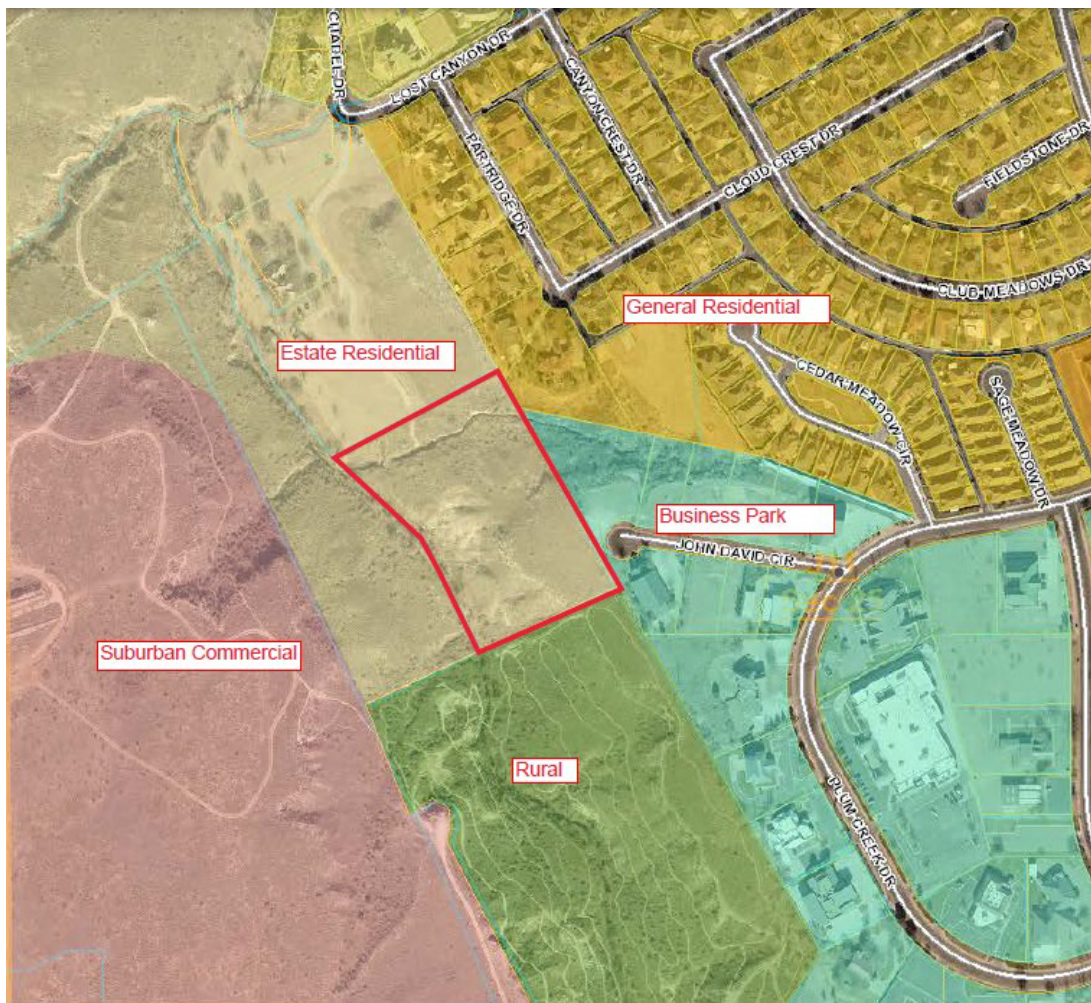
Adjacent Land Uses: Adjacent land uses consist of undeveloped land to the west, south, and east, a single-family home to the north and east, and a medical office to the east.

Future Land Use Map: The request would not conform with the Future Land Use Map Category of "Estate" identified for the tract.

Neighborhood Unit Concept: Typically, non-residential zoning would not be located in the interior of a section at the location of the tract under consideration. However, given existing development patterns within this section along with topographic development challenges, this portion of Section 25 has not developed in accordance with the Neighborhood Unit Concept of Development.



(Existing Zoning Map)



(Future Land Use Map Categories)

Analysis: In analyzing the surrounding zoning and development trends in the area, the properties along John David Circle are developed with a variety of medical clinics and offices. Additionally, those properties are zoned Office District 2 and are under the “Business Park” Future Land Use Map Category. The applicant’s request and proposed development would be a continuation of the existing development and zoning patterns seen along John David Circle. Regarding a proposed departure from the Future Land Use Map category of Estate and given the fact that the neighborhood to the north and east is largely built out and given topographic challenges in this area, the Planning and Zoning Commission is of the opinion that further residential development in this area is unlikely and the land is more suited for appropriate non-residential land uses that could buffer these areas from nearby non-residential development and zoning. It is noted the area immediately to the south of the applicant’s tract is developed with a drainage basin that is owned by the City of Amarillo and contains a city park for mountain biking. Given the noted development trends in the area, the Planning and Zoning Commission is of the opinion that Office District 2 for the applicant’s tract would be an appropriate district to establish at the periphery of the Quail Creek Subdivision and would also be a logical continuation of zoning and development patterns seen along John David Circle.

Requested Action: This item is ready for a public hearing and first reading consideration by the City Council.

Funding Summary: N/A

Community Engagement Summary: Public notices were sent as required by State Law and as of this writing, one comment in opposition has been received. The concern of the commenter (an adjacent property owner to the north) was they did not want their view to the south of their property

blocked by new development despite the majority of the shared property line already being zoned O-2. Upon further discussion, the commenter stated that he did not want anything built south of his property regardless of the type of business or development.

Staff Recommendation: The Planning and Zoning Commission recommends approval of the request as presented with a unanimous vote.

Attachments:

1. Ordinance No. 8102
2. Location Map

ORDINANCE NO. 8102

**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 JOHN DAVID CIRCLE AND PLUM CREEK DRIVE, POTTER
COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE;
PROVIDING A REPEALER CLAUSE; AND PROVIDING AN
EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

Rezoning of a 5.89-acre tract of unplatted land, in Section 25, Block 9, BS&F Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Office District 2 being further described in Exhibit A attached herein.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 12th day of December, 2023 and PASSED on Second and Final Reading on this the 9th day of January, 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

NOTES

Bearings are based on the U.S. State Plane of 1983 -- Texas North Zone 4201. Distances shown are ground distances. Ghd to ground scale factor: 1.0002507. According to the F.E.M.A. Flood Insurance Rate Map, Map Number 48375C0510C, effective date of June 4, 2010, this property does not appear to be located in a special flood hazard area as shown thereon. The undersigned surveyor does not accept responsibility for the accuracy of the F.E.M.A. Map upon which this opinion is based.

P.O.B. = Point of Beginning

- = 1/2" Iron Rod Set with a Yellow Cap
- ⊗ = 1/2" Iron rod Found with a Furman Cap
- = 1/2" Iron rod Found

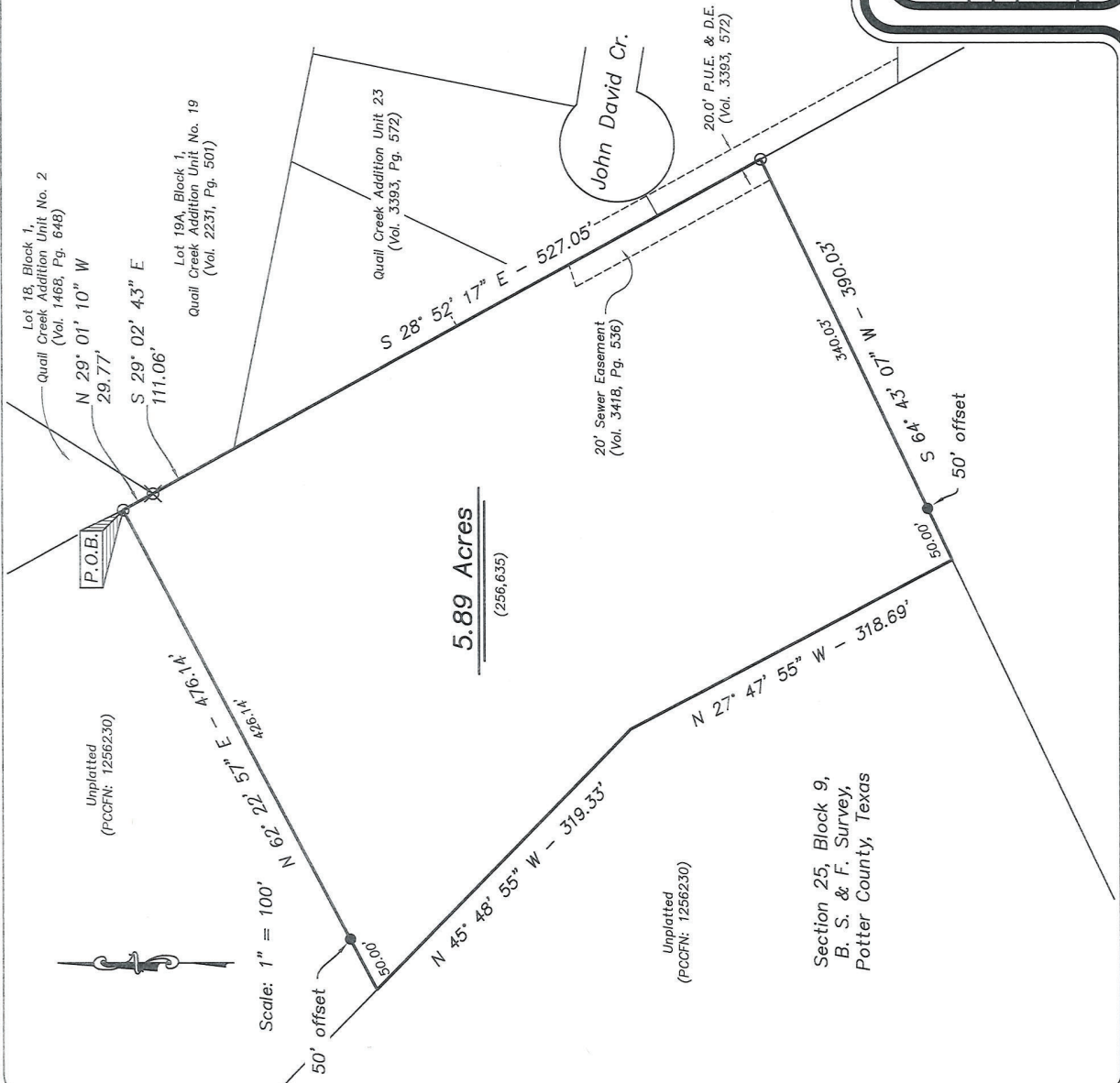
* * * * *

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

IN WITNESS THEREOF, my hand and seal, this the 20th day of October, A.D., 2023.



Richard E. Johnson
Richard E. Johnson
Registered Professional
Land Surveyor #4263



A Plat 5.89 Acres out of Section 25, Block 9, B. S. & F. Survey,
City of Amarillo, Potter County, Texas.

SCALE: 1" = 100'

DATE: October 2023

Firm No. 10090900

DRAWN BY: KS

FILE NAME:

806-447-2503
P.O. Box 543
Wellington, Texas 79095

OJD Engineering, LLC
Consulting Engineers & Surveyors

DRAWING NUMBER

FIELD NOTES for a 5.89 acres tract of land out of Section 25, Block 9, B. S. & F. Survey, Potter County, Texas, and more particularly described by the metes and bounds as follows:

BEGINNING at 1/2" iron found which bears N. 29° 01' 10" W. a distance of 29.77 feet from a 1/2" iron rod found with a Furman cap at the northwest corner of Lot 19A, Block 1, Quail Creek Addition Unit No. 19, for the northeast corner of this tract.

THENCE S. 29° 02' 43" E. a distance of 111.06 feet to a corner of this tract.

THENCE S. 28° 52' 17" E. a distance of 527.05 feet to a 1/2" iron rod found for the southeast corner of this tract.

THENCE S. 64° 43' 07" W., at a distance of 340.03 feet pass a 1/2" iron rod set with a yellow cap, a total distance of 390.03 feet to the southwest corner of this tract.

THENCE N. 27° 47' 55" W. a distance of 318.69 feet to a corner of this tract.

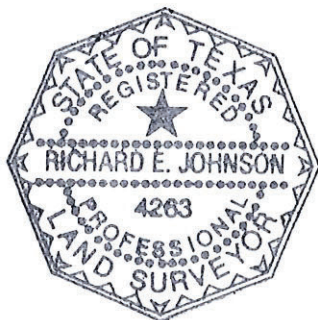
THENCE N. 45° 48' 55" W. a distance of 319.33 feet to the northwest corner of this tract.

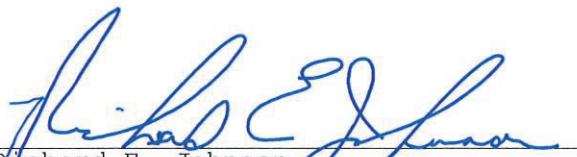
THENCE N. 62° 22' 57" E, at a distance of 50.00 feet pass a 1/2" iron rod set with a yellow cap, a total distance of 476.14 feet to the point of BEGINNING and containing 5.89 acres (256,635 square feet) of land.

* * * * *

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

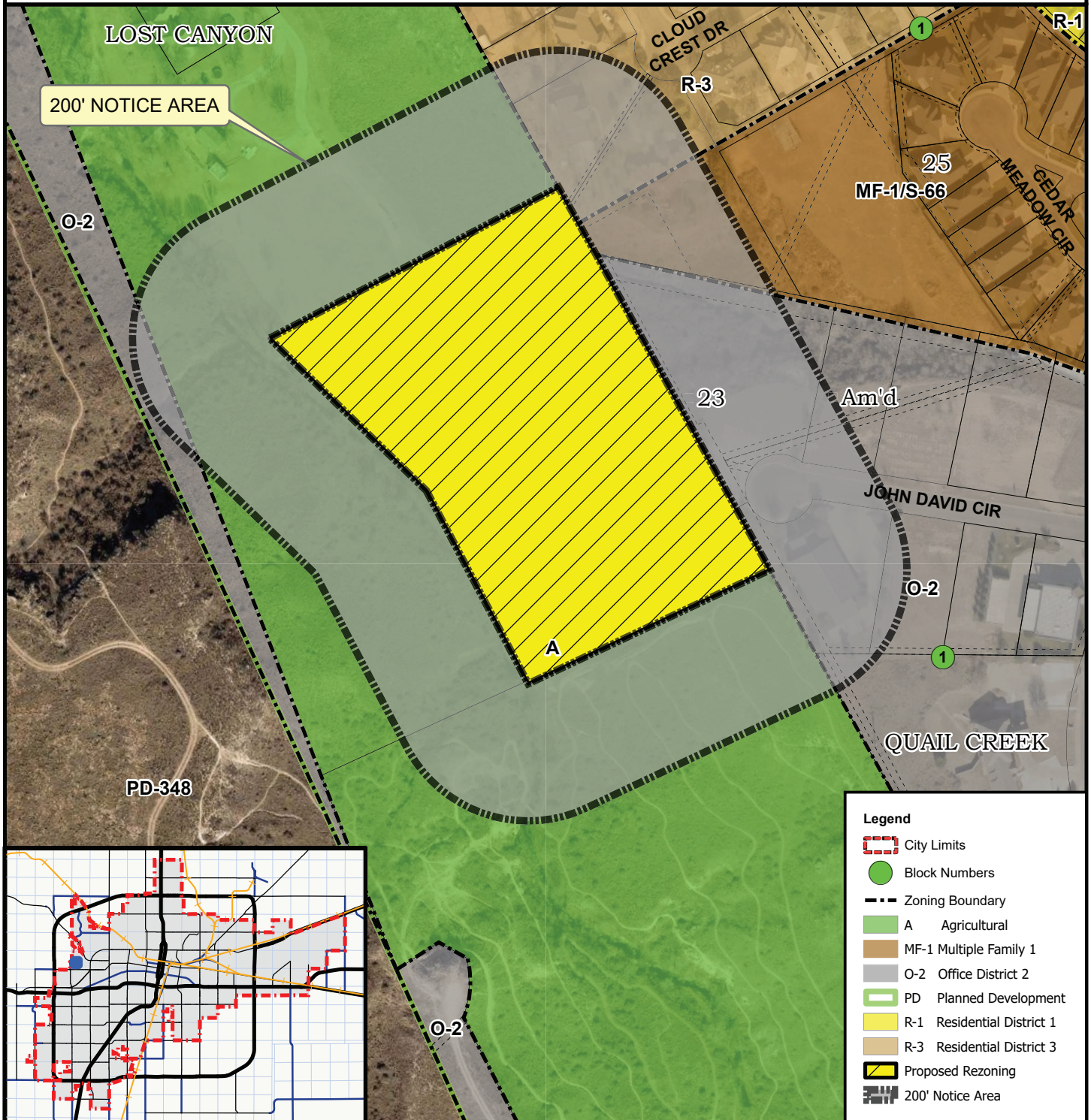
IN WITNESS THEREOF, my hand and seal, this the 20th day of October, A.D.,
2023.




Richard E. Johnson
Registered Professional
Land Surveyor #4263

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

REZONING FROM A to O2



CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 200 Feet
Date: 10/31/2023
Case No: Z-23-19



Z-23-19 Rezoning of a 5.89-acre tract of unplatted land, in Section 25, Block 9, BS&F Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Office District 2. APPLICANT: OJD Engineering, LLC for Thane Morgan VICINITY: John David Cir. and Plum Creek Dr.)

AP: J-11

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



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Business Friendly Community
Department: Planning and Development Services
Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8103

This item is a second and final reading to consider an ordinance rezoning the remaining portion of Tract 26A, Ford's Revised Subdivision Unit No. 3, an addition to the City of Amarillo, in Section 159, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 1 to Residential District 1 with Specific Use Permit 205 for the placement of a Type B Manufactured Home. (APPLICANT: David Jackson; VICINITY: Brown Ave. and Park Ave.)

Agenda Item Summary: Proposal: The applicant is requesting a change in zoning to place a Type B manufactured home on the lot. The proposed manufactured home would replace an older one that is currently on the lot.

Adjacent Zoning: Adjacent zoning consists of Residential District 1 in all directions.

Adjacent Land uses: Adjacent land uses consist of single family dwellings in all directions.

Future Land Use Map: The request would conform with the Future Land Use Map category of Suburban Residential.

Neighborhood Unit Concept: The request would conform with the Neighborhood Unit Concept of development.

Analysis: The applicant is proposing to replace the manufactured home that was on this lot with a Type B manufactured home that was constructed in 2023 and is approximately 18' by 80' (1,440 square feet). Based on the proposed site plan provided by the applicant, the placement of the home would comply with all setbacks and other development requirements of the R-1 zoning district.

As part of the submittal for this request, the applicant provided an analysis from a real estate appraiser that considered the potential impact of this request on adjacent land uses and property values given the specific home selected and the characteristics of the neighborhood. The report found that if approved, the request would not have negative impacts on the values of adjacent properties or land uses given available data and from a site visit to the area. This report noted the presence of seventeen other manufactured homes within a six-block radius of the applicant's site, including one on the neighboring lot. The Planning and Zoning Commission notes that out of those seventeen, six had approved Specific Use Permits on file with the Planning Department. The appraisal report also noted that homes in the area were built primarily in the 1910s through 1970s with dilapidated homes noted in the area in addition to the noted manufactured housing.



Given the fact that this request is to replace an older manufactured home with a brand new one and the presence of a high number of manufactured homes in the area, including several approved via Specific Use Permit, the Planning and Zoning Commission is of the opinion that if approved, the request would not result in any detrimental impacts to the area.

Requested Action: This item is ready for a public hearing and first reading consideration by the City Council

Funding Summary: N/A

Community Engagement Summary: Public notices were sent as required by State Law and no comments have been received on the request as of this reading.

Staff Recommendation: The Planning and Zoning Commission recommends approval of the request as presented with a unanimous vote.

Attachments:

1. Ordinance No. 8103
2. Location Map
3. Appraisal Report

ORDINANCE NO. 8103

**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 BROWN AVENUE AND PARK AVENUE, POTTER COUNTY,
TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A
REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

Rezoning of the remaining portion of Tract 26A, Ford's Revised Subdivision Unit No. 3, an addition to the City of Amarillo, in Section 159, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 1 to Residential District 1 with Specific Use Permit 205 for the placement of a Type B Manufactured Home and being further described in Exhibit A attached herein.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 12th day of December, 2023 and PASSED on Second and Final Reading on this the 9th day of January, 2024.

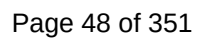
Cole Stanley, Mayor

ATTEST:

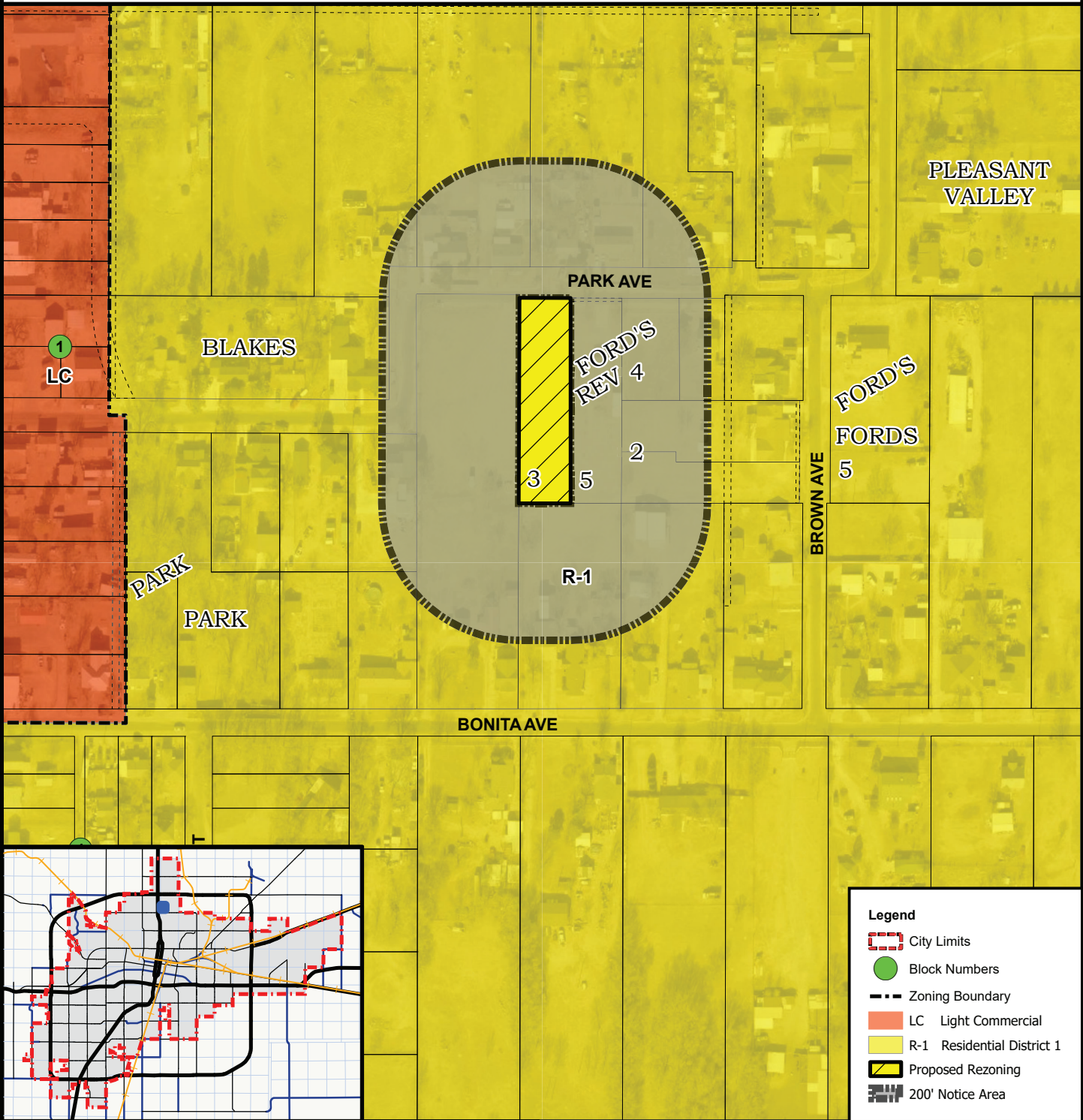
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



REZONING FROM R-1 to R-1/SUP



CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 200 Feet
Date: 11/1/2023
Case No: Z-23-20



Z-23-20 Rezoning of the remaining portion of Tract 26A, Ford's Revised Subdivision Unit No. 3, an addition to the City of Amarillo, in Section 159, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 1 to Residential District 1 with a Specific Use Permit for the placement of a Type B Manufactured Home.

APPLICANT: David Jackson
VICINITY: Brown Ave. and Park Ave.

AP: O-8

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

Elliott Manufactured Homes, Inc. / Line A

16461 FM 170 / P.O. Box 2379

Presidio, TX 79845

(432) 229-2830

Invoice

Date	Number
05/12/23	25879

Ship To			Dealer		
Solitaire Homes of Amarillo 5303 Amarillo Blvd. E. Amarillo, TX 79107			Solitaire Homes, Inc. 1515 W Boren Rd. Duncan, OK 73533		
Purchase Order	Ordered By	Order Date	Confirmed Date	Sq Foot	Dimension
161994 Stock	Derinda	04/19/23	04/21/23	1,360	17 x 84
Model	Floor Plan	MSO Number	Type	Decor / Cabinets	Prod. Date
2023 Solitaire	HD-384	EMH-TX-25879	Electric	Night White Titanium	05/11/23
HUD Label	Outside Colors	Description			
NTA 2169899	Body: Knight's Armour-PPG Trim: Stepping Stone-PPG Accent: Black Magic-PPG Accent2:	Amount			
Base Price HD-384					
Options:					
Titanium Cabinets					

VIP - (Volume Incentive Program)

The purchaser may qualify for VIP payments if certain volume levels are reached. For copies of the Volume Incentive Program for this plant/division, please address your written request to:

Solitaire
1515 W Boren Rd
Duncan, OK 73533
Attn: Jeff Williams

Specific amounts which may be paid under the VIP program and certain other marketing programs cannot be identified on a per home individual basis and are charged to overheads and profits as a cost of doing business. Payments made under any individual per home marketing programs will be listed as separate line items on the invoice.

The manufacturer certifies that (1) this invoice is issued in compliance with the Truth in Invoicing Practices Statement (Statement) as approved by resolution of the Manufacturing Housing Institute on October 6, 1995; (2) the manufacturer, in preparing and certifying this invoice and any disclosures required to be made by the statement, is providing to the best of it's knowledge and belief accurate, complete, and truthful information, and (3) the manufacturer expressly acknowledges that lenders, insurers, and governmental/quasi-governmental entities rely on invoices and any disclosures required to be made by the Statement to make finance, insurance, guarantee, and purchase decisions.

Connie Holly
Authorized Manufacturer Representative

Base Price + Options
TX Sales Tax
Freight
MHA Fee

Axle Use Fee

Total Delivered Price



Borrower	Not Applicable			File No. 7648	
Property Address	510 Park Ave				
City	Amarillo	County	Potter	State	TX Zip Code 79108
Lender/Client	David Jackson				

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October 27, 2023

City of Amarillo
c/o Brady Kendrick
601 S. Buchanan St.
Amarillo, Tx 79101

RE: 510 Park Ave, Amarillo, Tx

Mr. Kendrick,

Pursuant to Mr. Jackson's request for a specific use permit at the above address I have conducted research concerning the subject's location, function, and characteristics of a single wide manufactured dwelling being placed at 510 Park Ave and it's potential impact on adjacent land uses and property values.

The subject site is located in the Pleasant Valley East neighborhood, which is bounded by St. Francis Ave to the north, Dumas Dr. to the west, Hastings Ave to the south, and N. Eastern St. to the east. Most homes in this area exhibit average maintenance and the improvements conform well to the surrounding houses. Area developed over an extended period of the time from the early 1910's to the 1970's with some newer homes dispersed throughout, but primarily in the northeast quadrant. Dilapidated and manufactured housing is in the area.

The subject will function as single family dwelling and is adequate for it's intended purpose. The subject site currently has a single wide manufactured dwelling in place, which will be removed. The characteristics of the proposed dwelling being placed: a 17' x 84' or 18' x 80' new manufactured dwelling (dealer invoice states 17' x 84' as dimensions & earnest money contract states size as 18' x 80'). According to the provided documents the dwelling will be a single wide 2023 Solitaire Home with HUD Label NTA 2169899. Per zoning definitions the subject is Manufactured Home (Type C).

No adverse impact on adjacent land uses or property values were readily observable from my market research. Over the past 36 months 72 sales have been reported to the local MLS system. One sale at 203 East Hastings was excluded from statistical analysis as it had a reported gross living area of 392 sf and a selling price of \$239,996.61 or \$612.24 per square foot and is considered a statistical outlier. The remaining 71 sales provides a wide range in property types and values with pricing ranging from \$30,100 to \$274,000 with reported living areas ranging from 720 sf to 3893 sf and year built time frame from 1918 to 2022. Of the 71 sales reported 6 were found to be manufactured dwellings, 4413 Brown Ave, 4815 Echo St, 1116 Withers Ave, 4807 Glenn St, 4835 Angelus Dr, and 514 Park Ave. These homes compare favorably statistically when compared to site built construction falling just short in terms of selling price per square foot at \$90 per sf for manufactured dwelling and \$95 per sf for site built homes with average days on market for manufactured dwelling being 52 with site built homes lagging behind at 90 days.

1. A sale in close proximity to 4835 Angelus Dr was found at 4838 Angelus which sold for \$168,000 or \$95.99 per square foot on 07/26/2021(AAR21-3245) with this sale displaying the highest selling price per square foot for the area over the prior 12 months for homes sales having been reported to MLS within 100 square foot of GLA (1619 sf to 1819 sf). Within a 24 month period this sale at 4835 Angelus ranked second in terms of value, only being out sold by a manufactured dwelling at 514 Park (AAR22-1887).

2.516 Park Ave, directly next to a manufactured dwelling at 514 Park sold for \$55,000 (AAR22-3175) on 06/22/2022 with a similar sale (same size) at 4211 Hilltop selling for \$55,000 (AAR21-6291) 11/10/2021.

3. 427 E Bonita Ave, a 872 sf home in close proximity to 4413 Brown Ave sold for \$67,000 (AAR21-2492) on 07/09/2021 with similar sales during this time period at 4011 River Rd (\$74,000/794sf/AAR20-6485) 4043 Rose Dr (\$76,500/874sf/AAR20-5834). Addresses noted to have manufactured dwellings include:

4819 Angelus Dr., 4821 Angelus Dr, 4835 Angelus Dr., 1608 Bonita Ave, 4413 Brown Ave, 4619 Brown Ave, 4823 Brown Ave, 4413 Brown Ave, 1708 E. Central Ave, 1313 E Central Ave, 5113 Dunhill Rd, 4815 Echo St, 349 Ford Ave, 4316 Garrett St, 4807 Glenn St, 5000 Graham St, 5120 Glenn St, 556 E Hastings, 157 Hyman St, 1312 Jason Ave, 3117 La Gloria Trl., 3108 La Gloria Trl, 4023 Morning Dr., 4401 Morning Dr, 6666 Pavillard, 514 Park Ave, 512 Park Ave, 4854 Slope Dr, 1424 E Studebaker Ave, 336 Valley Ave, 1116 Withers Ave, & 1313 Withers Ave. This list is not representative of every manufactured dwelling in the area but does display numerous examples.

Granted the data is some what limited in terms of identifying sales in close proximity of the 6 reported sales over the past 36 months; however, no manufactured dwelling sales data presents itself as having an adverse impact on adjacent land uses and/or property values in the Pleasant Valley East neighborhood when viewing the neighborhood holistically.

If you have any questions regarding this property feel free to contact me by phone 806-584-0139 or email to alstonfarris@gmail.com.

Exterior & Surrounding Photos

Borrower	Not Applicable				
Property Address	510 Park Ave				
City	Amarillo	County	Potter	State	TX Zip Code 79108
Lender/Client	David Jackson				



Subject site



Subject Street View East



Subject Street View West



Next Door West

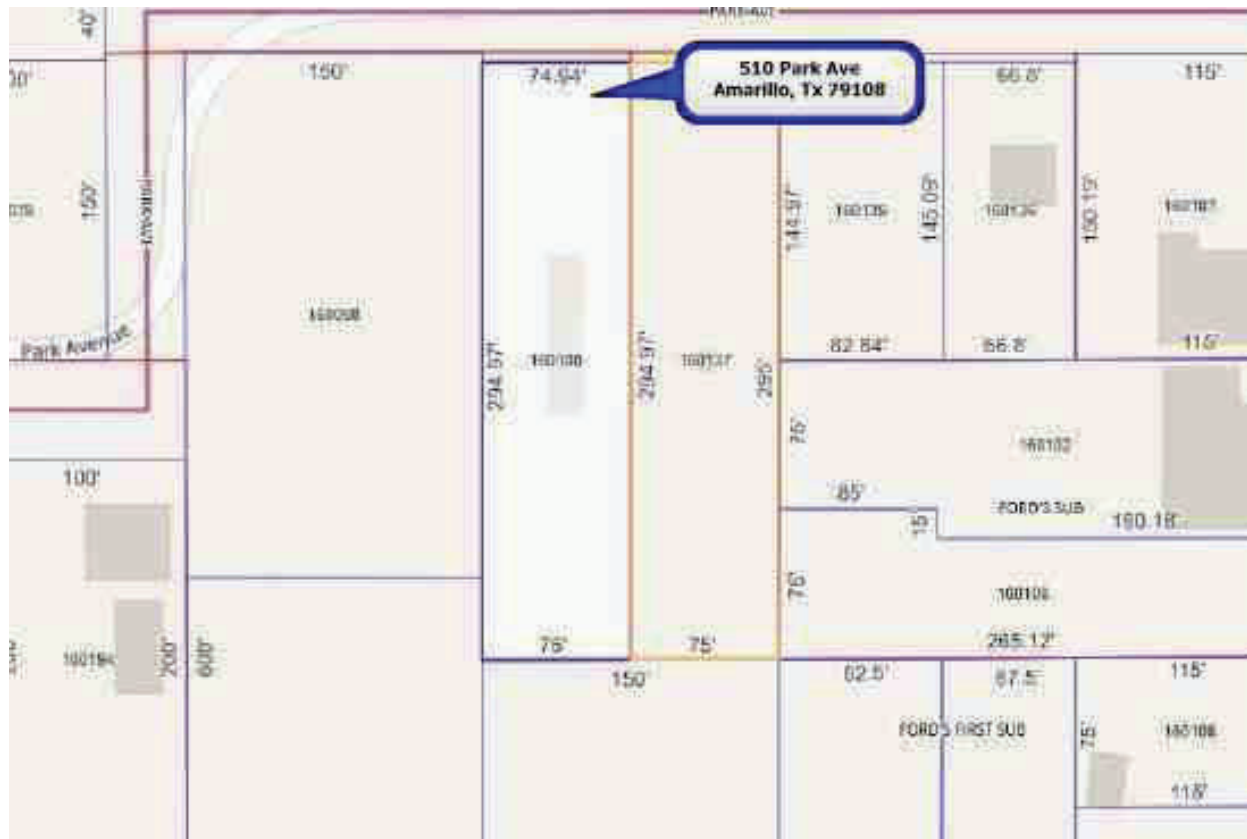


Next Door East



Across Street

GIS PLAT

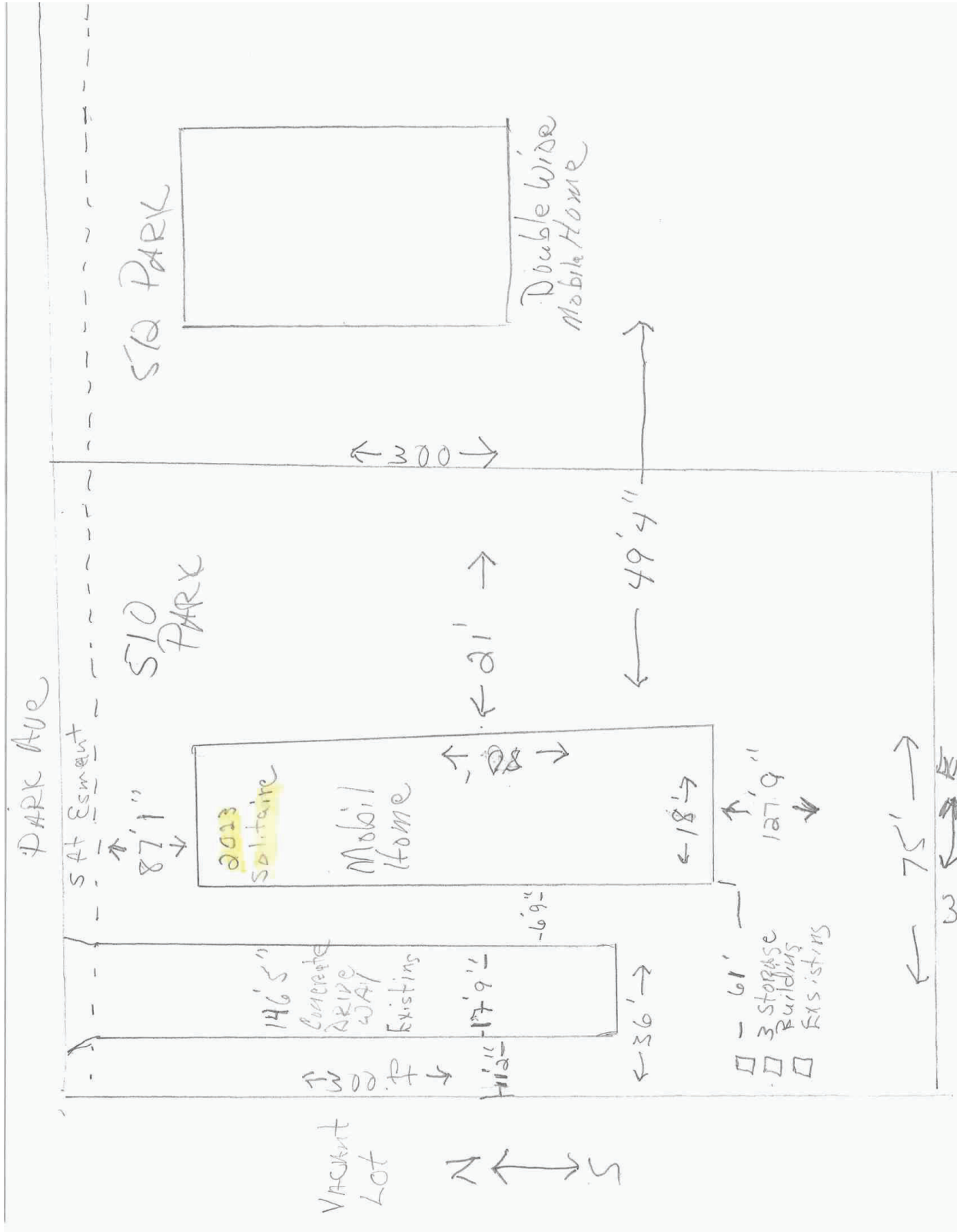


Location Map

Borrower	Not Applicable				
Property Address	510 Park Ave				
City	Amarillo	County	Potter	State	TX Zip Code 79108
Lender/Client	David Jackson				

Examples of Manufactured Dwellings in 6 block radius, please note that this may not be every manufactured dwelling within 6 block radius.



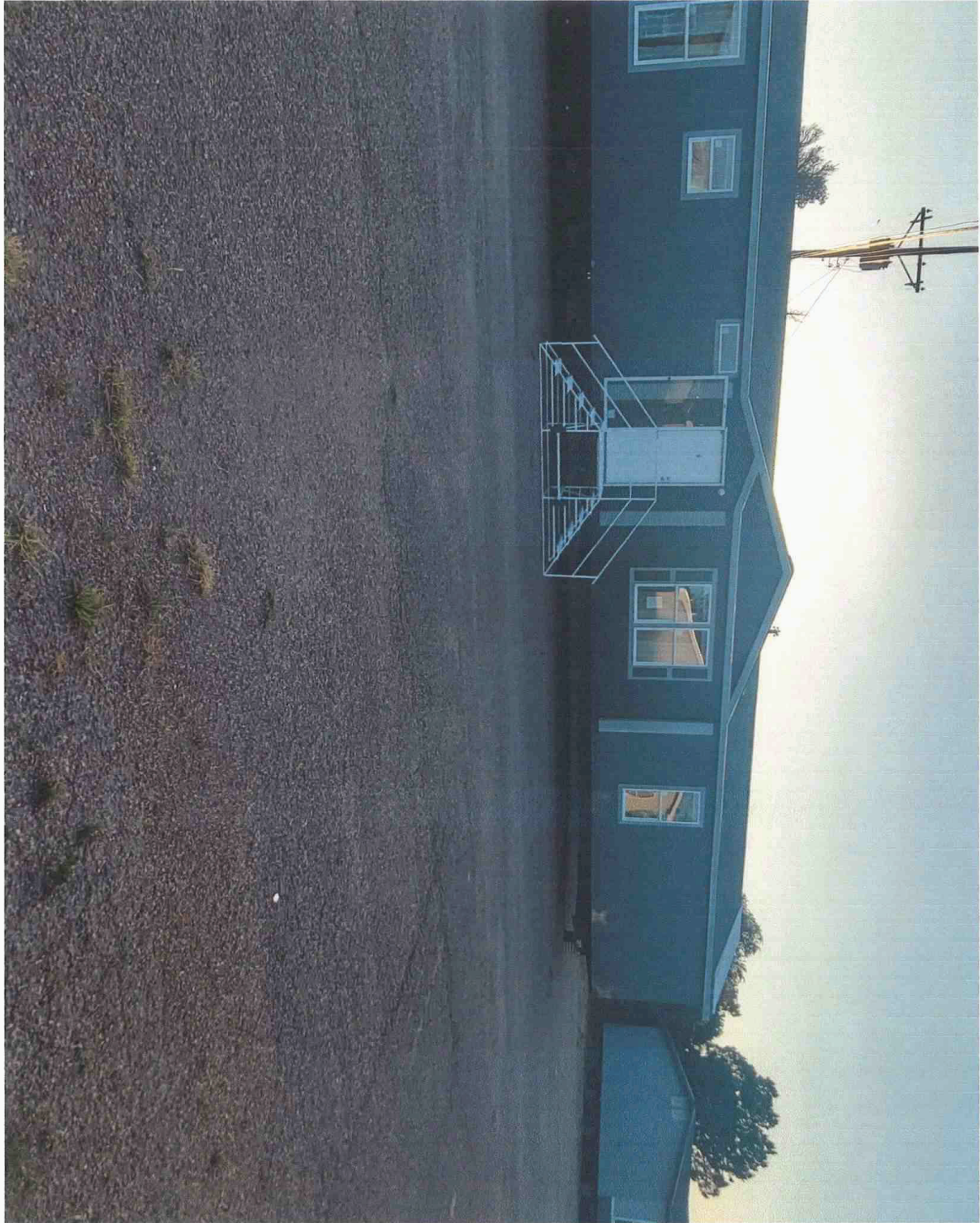


Aerial Map

Borrower	Not Applicable				
Property Address	510 Park Ave				
City	Amarillo	County	Potter	State	TX Zip Code 79108
Lender/Client	David Jackson				



Photo of Dwelling Type/Design



FIRREA / USPAP ADDENDUM

Borrower	Not Applicable	File No. 7648
Property Address	510 Park Ave	
City	Amarillo	County Potter State TX Zip Code 79108
Lender/Client	David Jackson	
Purpose		
The purpose of this appraisal consulting assignment is to ascertain the impact of manufactured dwellings on adjacent land uses and property values in the Pleasant Valley East neighborhood in order to receive Specific Use Permit from the City of Amarillo.		
Scope of Work		
Appraiser conducted site and neighborhood inspection and analyzed reported sales data from the immediate area over the past 36 months. Appraiser observed neighborhood and noted some other locations of manufactured dwellings in the Pleasant Valley East neighborhood. Sales in close proximity to manufactured dwellings were reviewed to observe any negative impact on value in property or adjacent land uses (none noted).		
Intended Use / Intended User		
Intended Use:	The Intended Use is to evaluate the impact of manufactured dwellings on adjacent land uses and property values in the Pleasant Valley East neighborhood.	
Intended User(s):	David Jackson & City of Amarillo	
History of Property		
Current listing information:	No current listings.	
Prior sale:	No sale in prior 36 months. Last recorded sale 01/10/2006	
Exposure Time / Marketing Time		
Based on historical market conditions, the reasonable exposure time for the subject property would have been approximately one day to four months. This is based on the analyses of current market trends in the general area and takes into account the size, condition, and price range of the subject property and surrounding area. It presupposes that the listed price would have been at or near the appraised value. It also assumes aggressive professional marketing would have been by reputable local real estate offices.		
Personal (non-realty) Transfers		
None noted.		
Additional Comments		
No adverse impact on adjacent land uses or property values were readily observable from my market research. Over the past 36 months 72 sales have been reported to the local MLS system. One sale at 203 East Hastings was excluded from statistical analysis as it had a reported gross living area of 392 sf and a selling price of \$239,996.61 or \$612.24 per square foot and is considered a statistical outlier. The remaining 71 sales provides a wide range in property types and values with pricing ranging from \$30,100 to \$274,000 with reported living areas ranging from 720 sf to 3893 sf and year built time frame from 1918 to 2022. Of the 71 sales reported 6 were found to be manufactured dwellings, 4413 Brown Ave, 4815 Echo St, 1116 Withers Ave, 4807 Glenn St, 4835 Angelus Dr, and 514 Park Ave. These homes compare favorably statistically when compared to site built construction falling just short in terms of selling price per square foot at \$90 per sf for manufactured dwelling and \$95 per sf for site built homes with average days on market for manufactured dwelling being 52 with site built homes lagging behind at 90 days. Granted the data is somewhat limited in terms of identifying sales in close proximity of the 6 reported sales over the past 36 months; however, no manufactured dwelling sales data presents itself as having an adverse impact on adjacent land uses and/or property values in the Pleasant Valley East neighborhood when viewing the neighborhood holistically.		
Certification Supplement		
1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan. 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event. No valuation services provided, this is an appraisal consultant assignment.		
 Appraiser: _____ Signed Date: 10/26/2023 Certification or License #: TX 1337589 Certification or License State: TX Expires: 12/31/2023 Effective Date of Appraisal: _____ Supervisory Appraiser: _____ Signed Date: _____ Certification or License #: _____ Certification or License State: _____ Expires: _____ Inspection of Subject: ☐ Did Not ☐ Exterior Only ☐ Interior and Exterior		

	Certified Residential Real Estate Appraiser
Appraiser: ALSTON LEE FARRIS License #: TX 1337589 R	License Expires: 12/31/2023
Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified Residential Real Estate Appraiser	
For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov .	 Chelsea Buchholtz Commissioner



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Business Friendly Community
Department: Planning and Development Services
Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8104

This item is a second and final reading to consider an Ordinance annexing into the City of Amarillo, on petition of property owner, territory generally described as a 1,086.85 acre tract of unplatted land, in Section 40, 49, 50, 62, and 71, Block 2, AB&M Survey, Potter County, Texas. (VICINITY: U.S. Highway 60 and N. Parsley Rd.; APPLICANT/S: Amarillo Economic Development Corporation and CVMR Texas Inc.)

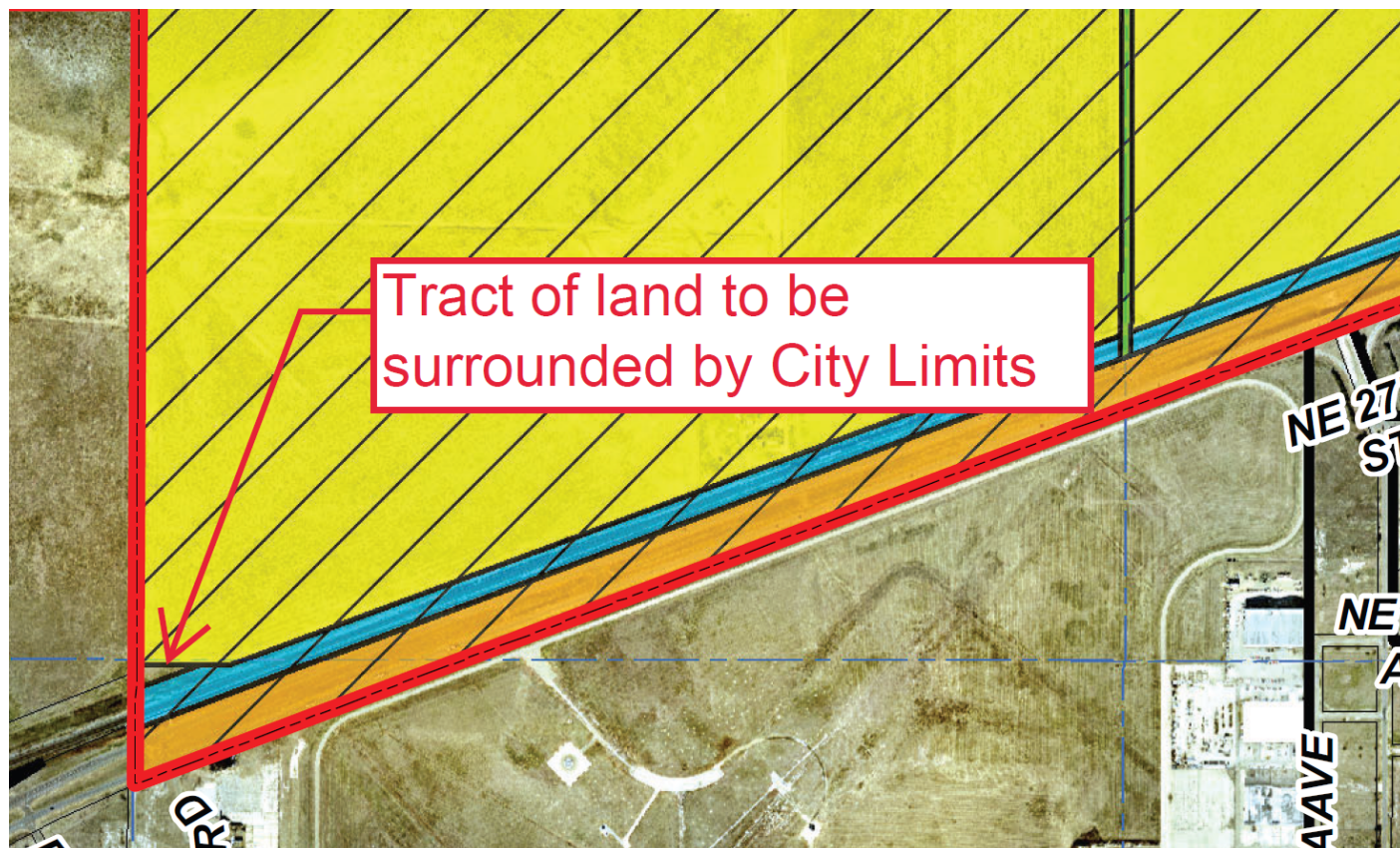
Agenda Item Summary: Proposal: The applicant is requesting annexation of approximately 1,086.85 acres of land into the City of Amarillo. This is a landowner initiated annexation request that includes vacant land and public rights-of-way that are adjacent to the applicant's property as shown in the attached map. The property is owned by the Amarillo Economic Development Corporation and CVMR Texas Inc. and is proposed to be the future site of the CVMR facility and additional commercial and industrial sites as the Centerport Business Park continues to expand.

This event in the annexation process is where the City Council considers annexing the just mentioned property as well as providing the State-mandated public hearing which gives an opportunity for all interested parties to be heard.

It should be noted that although State Law allows a City to adopt the ordinance at the conclusion of the First Reading and Public Hearing, the Annexation Ordinance will not be effective until the Second Reading due to the City Charter requiring all annexation ordinances have two readings before Council. The Second Reading of the Annexation Ordinance is scheduled to occur on January 9, 2024 and if approved at the Second Reading, the Agreed Service Plan executed by the applicant and City Manager becomes binding.

Staff notes that if this annexation is approved, an area of land that is less than one acre (approximately 0.50 acres) would be entirely surrounded by the City Limits. In situations where a proposed annexation would propose to surround an area by the City Limits, State Law (Local Government Code Section 43.057) states the governing body of the City must find that surrounding the area is in the public interest before completing the annexation. In this instance, the ownership of this tract was not included in the deeds of the surrounding property owners (AEDC, CVMR, or BNSF) and ownership could not be determined. State Law in general states that annexations either must be property owner initiated or an election held in which a majority of the property owners in an area are in favor of annexation. If ownership is later determined or it is determined that an adjacent property owner owns the tract, the tract can be considered for annexation at a later date. City Staff is of the opinion that the proposed boundary of the annexation would provide land-use controls and regulatory authority for an important growing economic driver of the City and would allow for future appropriate

growth in the area that would be beneficial to the City as a whole if approved.



Staff also notes that if approved, the approval of the annexation would result in the City of Amarillo's five mile Extraterritorial Jurisdiction (ETJ) growing by approximately 671.53 acres in Potter County (map of ETJ expansion included in packet).

Annexation is one of the primary means by which a City grows and also allows a municipality to provide services to developing areas and exercise regulatory authority (enacting land use control) necessary to protect public health and safety and ensure orderly development occurs at the fringes of a City.

Annexation also ensures future land uses that benefit from access to City facilities and services share in the tax burden associated with constructing and maintain said facilities and services. Attached is a map of the proposed annexation area and the executed Agreed Service Plan.

Requested Action: This item is ready for a public hearing and first reading consideration by the City Council.

Funding Summary: If the Council approves this annexation, City services will be required to be provided to the area as prescribed in the Agreed Service Plan.

Community Engagement Summary: Notices were sent and posted as required by State Law and as of this writing, no comments have been received on the request.

Staff Recommendation: City Staff are of the opinion that the annexation is ready for a public hearing and consideration by the City Council.

Attachments: 1. Ordinance No. 8104

2. Annexation Map
3. ETJ Expansion Map

ORDINANCE NO. 8104

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, IN POTTER COUNTY, TEXAS, ON PETITION OF PROPERTY OWNERS, TERRITORY GENERALLY DESCRIBED AS A 1,086.85 ACRE TRACT OF LAND LOCATED IN SECTIONS 40, 49, 50, 62, AND 71, BLOCK 2, AB&M SURVEY, POTTER COUNTY, TEXAS; DESCRIBING THE TERRITORY ANNEXED; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; APPROVING A SERVICE PLAN THEREFORE; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS OF SAID TERRITORY; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Amarillo, Texas is a home-rule municipality authorized by State law and the City Charter to extend its boundaries and to annex area adjacent and contiguous to its corporate limits; and

WHEREAS, the City of Amarillo's policy is not to pursue involuntary annexations; and

WHEREAS, the proposed annexation would cause an area to be entirely surrounded by the City of Amarillo but would not include the area within the City of Amarillo; and

WHEREAS, the City Council finds that such surrounded area is in the public interest in accordance with Texas Local Government Code at Section 43.057; and

WHEREAS, an offer of a development agreement has been made and rejected; and

WHEREAS, the owners of the property, described in Exhibit A (hereinafter the "Area"), have petitioned the City Council in writing to annex this area into the corporate limits of the City of Amarillo; and

WHEREAS, an Agreed Service Plan has been prepared and executed that provides for the extension of appropriate municipal services to the Area, outlined in Exhibit B, attached hereto and made a part hereof for all purposes; and the City of Amarillo is able to provide such services by any of the methods by which the City extends the services to any other area of the City; and

WHEREAS, the notice, publication, time periods and other procedural requirements of Texas Local Government Code, Chapter 43, Subchapter C-3, have been complied with, including with respect to this annexation that a public hearing has been held at which persons interested in annexation of the Area into the corporate limits of the City were given the opportunity to be heard, on **December 12, 2023**; and

WHEREAS, the hereinafter described properties and territory lies within the extraterritorial jurisdiction of the City of Amarillo.

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

SECTION 1. Findings of Fact. All of the above premises are hereby found

to be true and correct and are incorporated into the body of this Ordinance as if fully set forth.

SECTION 2. Annexation. The Area, described in Exhibit A, attached hereto and incorporated herein for all purposes, is hereby added and annexed into the City of Amarillo, Texas, said Area shall hereafter be included within the corporate limits of the City of Amarillo, and the present boundary lines of said City are hereby altered, extended and amended so as to include said Area within the corporate limits.

SECTION 3. Amendment of Boundaries and Official Map. The official map and boundaries of the City of Amarillo, Texas, heretofore adopted and amended, shall be and are hereby amended so as to include the aforementioned annexed Area.

SECTION 4. Agreed Service Plan. The service plan, attached hereto as Exhibit B, is hereby approved and is incorporated herein for all purposes. The City of Amarillo makes an affirmative determination that this service plan provides for services to the annexed Area which are comparable to other areas within the City of Amarillo with similar land utilization, population density, and topography.

SECTION 5. Pro Rata Share of Taxes. The annexed Area, being a part of the City of Amarillo for all purposes, the property situated herein shall bear its pro rata part of taxes levied by the City of Amarillo.

SECTION 6. Rights, Privileges and Duties of Inhabitants. The inhabitants of the annexed Area shall be entitled to the rights and privileges of the other citizens of the City of Amarillo and shall be bound by the Charter, Ordinances, Resolutions, and other regulations of the City of Amarillo.

SECTION 7. Filing of Ordinance. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Potter County, Texas, the County Tax Assessor of Potter County, Texas, the Potter County Appraisal District, the Texas Secretary of State, the Census Bureau, the Texas Department of Insurance, the Texas Public Utility Commission, the Texas Comptroller of Public Accounts, and all local utility companies, in the manner required by law.

SECTION 8. Severability. If any part, provision, section, subsection, sentence, clause or phrase of this Ordinance (or the application of same to any person or set of circumstances) is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining parts of this Ordinance (or their application to other persons or sets of circumstances) shall not be affected thereby. The City Council's intent in adopting this Ordinance is that no part thereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality of any other part hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 9. Open Meeting Act Compliance. The City Council for the City of Amarillo hereby finds and declares that the meetings at which this Ordinance was introduced and finally passed were open to the public as required by law, and public notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 10. Effective Date. This Ordinance will become effective on the day of its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the **12th day of December 2023**; and PASSED on Second and Final Reading on this the **9th day of January 2024**.

Cole Stanley, Mayor

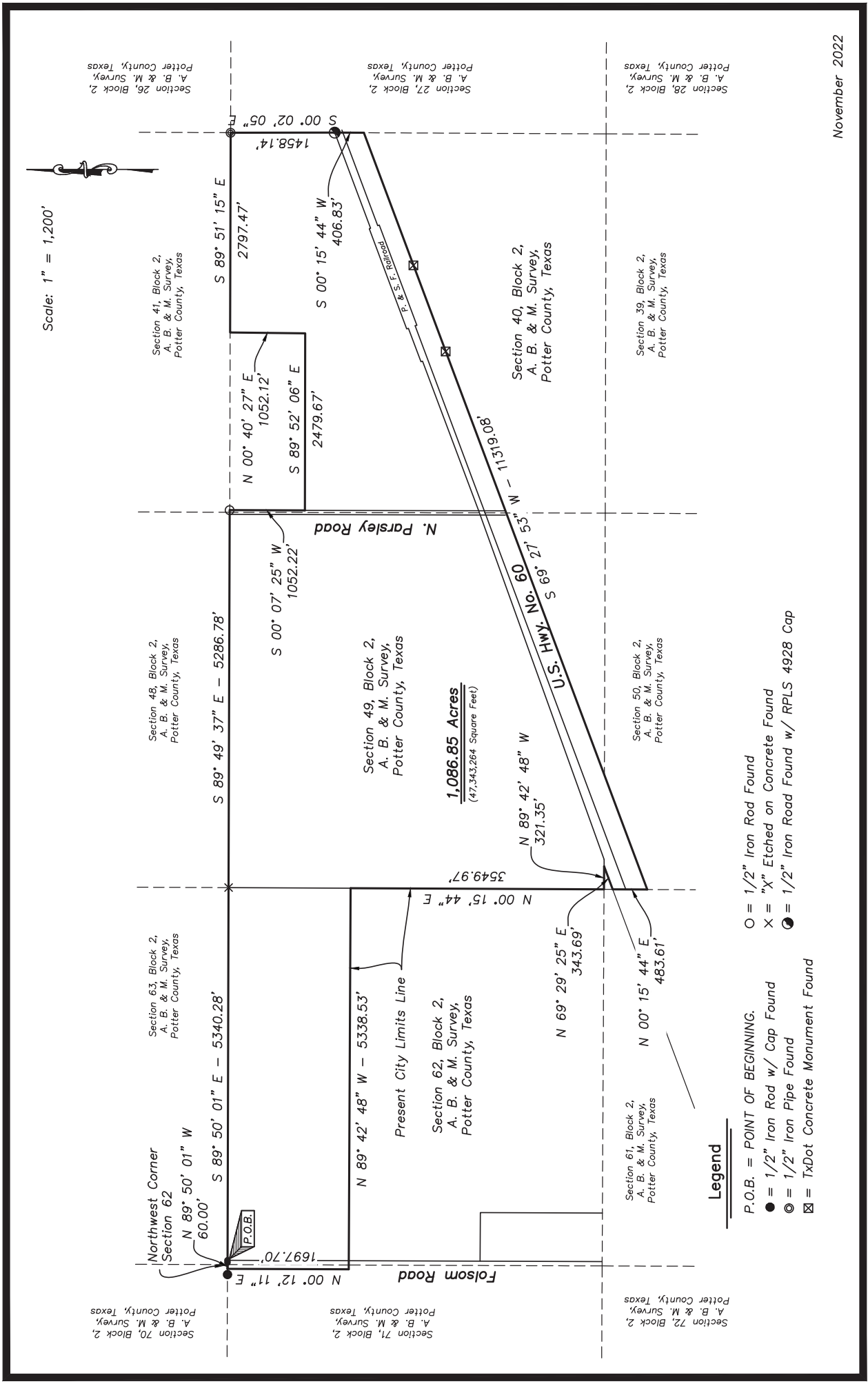
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Exhibit A



November 2022

Exhibit B

08/08/2023

The City of Amarillo Agreed Service Plan CVMR Annexation – US Highway 60 and Parsley Road

AREA TO BE ANNEXED: 1,086.85+/- Acres

Property Description: See Attached

Introduction:

This Agreed Service plan has been prepared in accordance with V.T.C.A. Local Government Code Section 43.0672, as indicated by the signatures below, is agreed to by the annexation petitioners. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the City of Amarillo at the following levels and in accordance with the following schedule:

FIRE

Existing Services:

None

Services to be Provided:

Fire suppression, prevention, and first response Emergency Medical Services (EMS) services do not exist in the proposed annexation area. The closest fire response will be Fire Station Number 10, located inside the airport property. Fire Station Number 10 must cross the active runways to reach the proposed area. This area is not served by the 4-minute response time and approximately 427 acres are within the Fire Station Number 10 ISO circle.

Future development within the area to be annexed will necessitate the need for a fire station in the area. The City of Amarillo will be responsible for coordinating the funding of the cost to construct the above-mentioned fire station. Construction of said fire station will begin upon adequate resources being available for construction and operation of said fire station.

POLICE

Existing Services:

None

Services to be Provided:

Upon annexation, the City of Amarillo Police Department will extend routine patrols and response to calls for service to the area. Police Department activities to serve the area upon annexation can be afforded to the annexed area within current budget appropriation.

BUILDING SAFETY

Existing Services:

None

Services to be Provided:

The Department of Building Safety will provide plan review and inspection services upon annexation and/or as development warrants. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and

remodeling, and enforcing all other applicable codes which regulate building construction within the City of Amarillo.

PLANNING AND ZONING

Existing Services:

None

Services to be Provided:

The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Amarillo's Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Amarillo's Subdivision Ordinance.

PARKS & RECREATION

Existing Services:

None

Services to be Provided:

There are no parks or recreational facilities being proposed within the annexed area. As such, no services will be provided from the Parks and Recreation Department upon annexation. However, the developer should be aware that should the proposed Subdivision Regulations pertaining to parkland dedication be approved prior to the approval of a preliminary plan associated with the area to be annexed, dedication of neighborhood/community parks sufficient to meet the proportionate demand created by anticipated subdivision and development will be required. The preferred method of complying with Parkland dedication is through dedicating improved parks within a proposed subdivision. In some circumstances, the City may require alternative means as recommended by the Parks and Recreation Master Plan (Fee-in-lieu of, dedication of land, etc.).

Should parkland be dedicated, the City will be responsible for maintenance following the completion of park improvements.

LIBRARY

Existing Services:

None

Services to be Provided:

Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. Department activities can be afforded to the annexed area within current budget appropriation.

ENV. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services:

Sanitary nuisances (limited), OSSF

Services to be Provided:

The Amarillo Area Public Health District will continue to provide all programs currently offered to the District (Sanitary nuisances, OSSF, Food Hygiene, Rec. Water, Group

Care). The department will implement the control of vectors (mosquito control) upon annexation.

ANIMAL MANAGEMENT AND WELFARE SERVICES

Existing Services:

None

Services to be Provided:

Animal Management and Welfare services will be provided to the area upon annexation.

PUBLIC RIGHT-OF-WAY

Existing Services:

None

Services to be Provided and Public Right-of-Way Requirements:

Streets currently within the annexation area are Folsom Road, Parsley Road, and U.S. Highway 60. Highway 60 is a TxDOT highway, and they will maintain control of this roadway. The developer would need to contact TxDOT for any requirements they may have for improvements to U.S. 60. Folsom Road and Parsley Road will be maintained by the City of Amarillo upon annexation.

Upon development, the developer is responsible for improving Folsom and Parsley to either a 37ft back-to-back should residential development occur adjacent or 45 back-to-back should non-residential occur adjacent.

With both Folsom Road and Parsley Road rows being section line arterial rights-of-way, the developer is responsible for dedicating land owned to add right-of-way in a manner that provides 60 feet of right-of-way on each side of section line for a total width of 120 feet upon development.

Developers will provide all proposed public streets and alleys within the area to be annexed at their own expense. Design and construction of all streets and alleys shall comply fully with all City of Amarillo development standards. Maintenance to any public street and alley facilities will be provided by the City upon acceptance of that street or alley by the City at the completion of the required warranty period.

STORM WATER MANAGEMENT

Existing Services:

None

Services to be Provided:

Developers will provide storm water drainage facilities at their own expense within the subdivision as needed to comply with applicable requirements of the City of Amarillo Storm Water Management Criteria Manual. All work will be jointly inspected by the Capital Projects and Public Works Department at time of completion. Construction of all storm water drainage facilities shall comply fully with City of Amarillo Storm Water Management Criteria Manual and the Development Policy Manual. The City will then maintain the public drainage facilities upon approval and completion of the warranty period.

Any drainage toward US Highway 60 will have to comply with TxDOT drainage requirements and may require detention ponds to meet compliance.

Downstream offsite easements will be required for runoff as well as the improvements necessary. These improvements will have to be determined by a drainage study, provided by the developer, at the time of development. Easements will need to be obtained by the developer from all property owners between their development and the point of discharge prior to approval of any submitted drainage report.

STREET LIGHTING

Existing Services:

None

Services to be Provided:

All street lighting will be provided by the developer as development occurs. The City of Amarillo Traffic Engineering Department will coordinate any request for improved street lighting with the local electric provider in accordance with City of Amarillo Lighting Standards.

Maintenance of the above street lighting will be the responsibility of the City once annexed and installed and accepted according to City Standards.

TRAFFIC ENGINEERING

Existing Services:

None

Services to be Provided:

Upon annexation and as development occurs, the City of Amarillo Traffic Engineering Department will provide traffic control devices deemed necessary by that Department.

Traffic signing will be placed as development occurs and at appropriate locations. Signing will include Stops, Yields, Do Not Enter, 1-Way, and Speed Limit as required. Based upon the proposed street layout, it is anticipated that a minimum of 40 individual sign pole installations will be required.

Maintenance of the above signage will be the responsibility of the City once installed according to City Standards.

Future traffic patterns may warrant a traffic signal/s at appropriate locations. Should this be warranted, installation and maintenance of the traffic signal/s will be the responsibility of TXDOT and/or the City of Amarillo.

WATER SERVICE

Existing Services:

None

Services to be Provided:

An existing 20" water main runs along U.S. 60 from Folsom Rd. to Parsley Rd. and along Parsley Rd. from U.S. 60 to the north boundary of the proposed annexation. The area proposed for annexation would be considered served from this main along Parsley Road. Developers will provide water infrastructure at their own expense within the subdivision. Design and construction of all water infrastructure facilities shall comply fully with all City of Amarillo development standards.

Maintenance of any public water mains will be provided by the City upon acceptance and completion of the required warranty period.

SANITARY SEWER SERVICE

Existing Services:

None

Services to be Provided:

The area proposed for annexation is not currently served with sanitary sewer service.

The nearest currently available point of service is a 12" sewer main along the west side of Folsom Rd., approximately 600 feet north of N.E. 24th Avenue. Capacity for sewer demand will be evaluated on a case-by-case basis at the time of development. Extensions of sanitary sewer mains to the area being annexed will be the responsibility of the Developers. Additionally, the Northeast Interceptor sewer project will eventually serve this area and will be accessible in the vicinity of the intersection of NE 24th and Folsom Road. Planned Completion Schedule of the interceptor will occur within the mandated four-and-a-half-year timeframe identified in Section 43.056(b) of the Texas Local Government Code.

Developers will provide sewer infrastructure at their own expense within the subdivision. Design and construction of all sewer infrastructure shall comply fully with all City of Amarillo development standards. Construction of all sewer infrastructure shall comply fully with City of Amarillo Specifications.

Maintenance of any public sewer mains will be provided by the City upon acceptance and completion of the required warranty period.

SOLID WASTE SERVICES

Existing Services:

None

Services to be Provided:

After annexation and upon development, solid waste collection shall be provided to the area of annexation in accordance with the present City Ordinance as development occurs. Service shall begin with occupancy of structures. Based on this being a proposed industrial area, solid waste service may be provided by either an account with the City of Amarillo or a commercial waste hauler.

TRANSIT

Existing Services:

None

Services to be Provided:

None. Amarillo City Transit only operates service as far east as Lakeside Road.

At this time, service will not be provided to the area proposed for annexation.

Existing Services:

Services to be provided:

MISCELLANEOUS

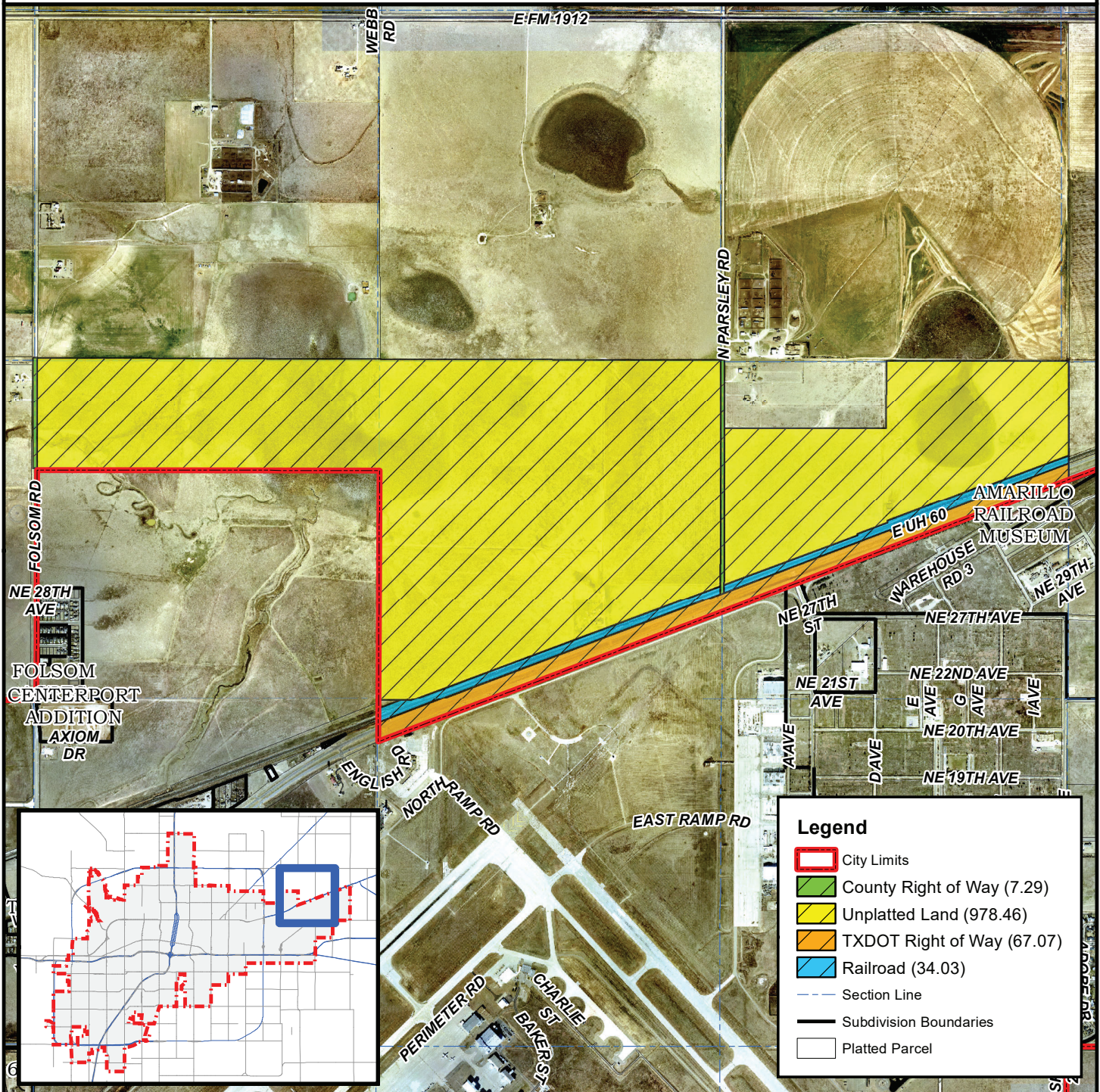
As the City experiences growth, additional resources may need to be addressed in order to maintain levels of service. The City or Developer will be responsible for the cost of additional resources if needed in accordance with adopted ordinances.

Date: 7/29/23

Date: September 25, 2023

Date: _____

PROPOSED ANNEXATION OF 1086.85 ACRES



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 2,100 feet
Date: 10/31/2023
Case No: A-22-02



Annexation of 1,086.85 acres of unplatted land located in Sections 40, 49, 50, 62, and 71, Block 2, AB&M Survey, Potter County, Texas by the City of Amarillo, Texas

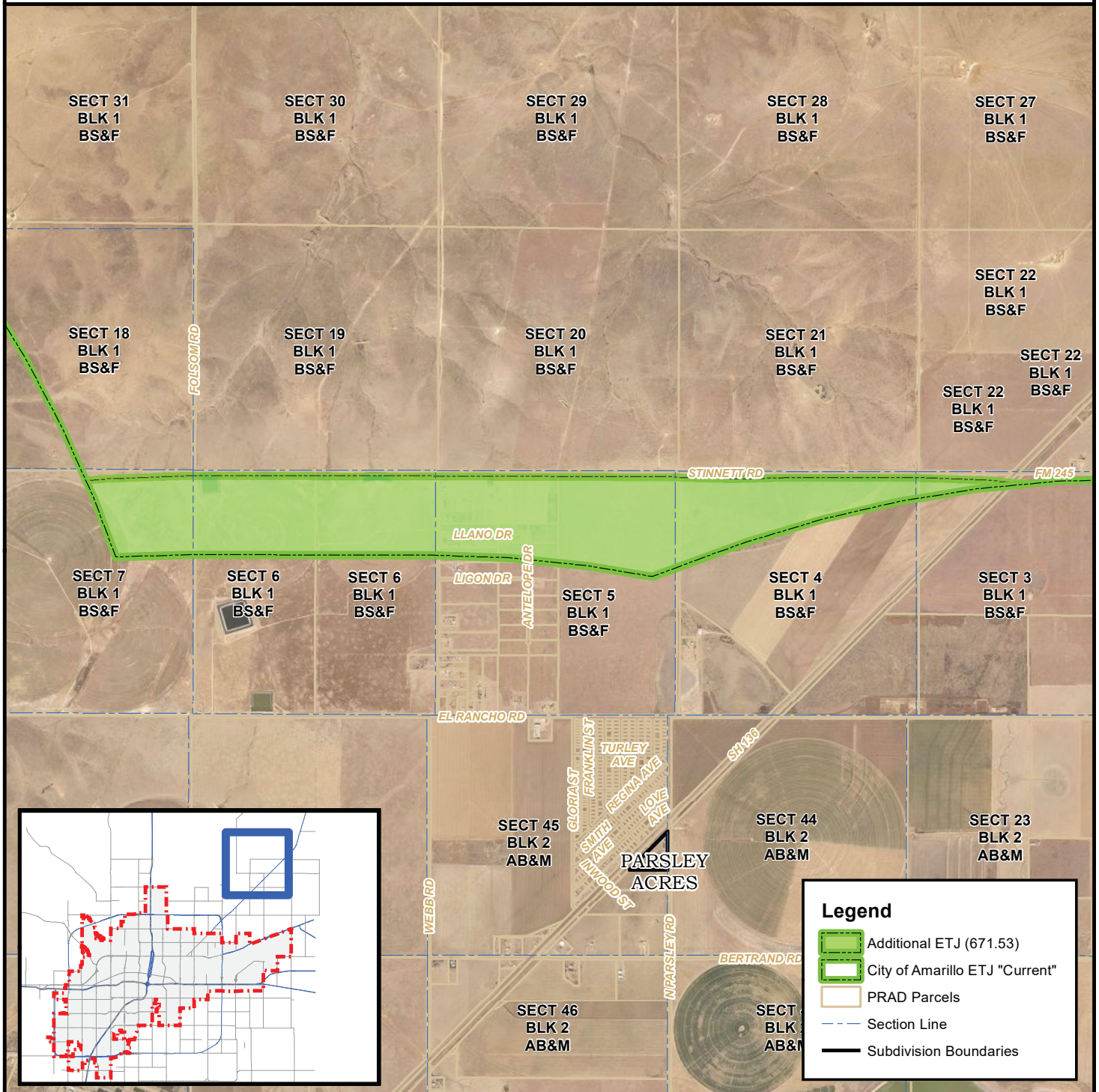
VICINITY: U.S. Highway 60 and N. Parsley Rd.

APPLICANT/S: Amarillo Economic Development Corporation and CVMR Texas Inc.

AP: U-9, V-9, W-9

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.

PROPOSED ETJ EXPANSION OF 671.53 ACRES



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 3,000 feet
Date: 11/28/2023
Case No: A-22-02 ETJ



The proposed expansion of the City of Amarillo Extraterritorial Jurisdiction (ETJ) if the associated annexation A-22-02 is approved. The expansion of the ETJ would include 671.53 acres of land in Sections 3 through 7, Block 1, BS&F Survey, Potter County, Texas as shown above.

Applicant: Amarillo EDC

Vicinity: Stinnett Rd and Webb Rd

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



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Infrastructure
Department: Capital Projects Development and Engineering
Contact Person: Kyle Schniederjan, Director of Capital Projects Development and Engineering

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8105

This item is a second and final reading to consider an ordinance approving and adopting the five-year Community Investment Program for FY 2023-2024 through 2027-2028.

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

Requested Action: Conduct Public Hearing and approve the Ordinance adopting the FY 22/23-FY 26/27 Community Investment Plan.

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

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

Staff Recommendation: Recommend approval of the proposed Ordinance.

Attachments: 1. Ordinance No. 8105

ORDINANCE NO. 8105

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, APPROVING AND ADOPTING THE FIVE-YEAR COMMUNITY INVESTMENT PROGRAM FOR FY 2023-2024 THROUGH 2027-2028; MAKING CERTAIN FINDINGS; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Manager has presented in detail to the City Council a proposed Community Investment Program (CIP) for Fiscal Years 2023-2024 through 2027-2028; and

WHEREAS, the City Council has considered the input of the public and the recommendations of its staff and hereby determines it to be in the public interest to adopt a five-year Community Investment Program for Fiscal Years 2023-2024 through 2027-2028 to service the public health, safety, and general welfare of the citizens; and

WHEREAS, a copy of the Community Investment Program for Fiscal Years 2023-2024 through 2027 -2028 has been made available for public review and the City Council desires to adopt the Program; and

WHEREAS, the Fiscal Years 2023-2024 through 2027-2028 Community Investment Program provides a general framework to guide project planning and financing over a five-year period; and

WHEREAS, the Fiscal Years 2023-2024 through 2027-2028 Community Investment Program is based on general priorities and available financing as can be anticipated at the present time; and

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

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

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

SECTION 2. The certain compilation identified as the Proposed Community Investment Program for Fiscal Years 2023-2024 through 2027-2028, a copy of which is attached hereto, is hereby incorporated in full by this reference and is hereby adopted as the five-year Community Investment Program for the City of Amarillo, Texas.

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

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

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

SECTION 6. Severability. If any provision, section, subsection, or clause for any reason is held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council in adopting this Ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 7. Effective Date. This Ordinance shall be effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 12th day of December, 2023; and **PASSED** on Second and Final Reading the 9th day of January 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Infrastructure
Department: Water and Sewer Utilities
Contact Person: Shannon Tollison, Assistant Director

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8106

This item is a second and final reading to consider an ordinance amending the Amarillo Municipal Code Chapter 18-3, Article V, Section 18-3-101: amending the MS4 enforcement procedures for an illicit discharge by a user into the municipal separate storm sewer system.

Agenda Item Summary: Amending Chapter 18-3 Utilities, Article V, Storm Sewers, Enforcement procedures Section 18-3-101 to comply with applicable State and Federal laws relating to its National Pollutant Discharge Elimination System (NPDES) permit. This amendment clarifies enforcement provisions required for the establishment of legal authority to control discharges to and from those portions of the municipal separate storm sewer system (MS4) over which the City has jurisdiction.

Requested Action: Consideration of the presented ordinance.

Funding Summary: N/A

Community Engagement Summary: The amendment is a recommended corrective action by Texas Commission on Environmental Quality relating to our annual MS4 Investigation conducted July 13, 2023.

Staff Recommendation: Staff recommends moving the ordinance to second reading.

Attachments: 1. Ordinance No. 8106

ORDINANCE NO. 8106

**AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS
AMENDING THE AMARILLO MUNICIPAL CODE,
CHAPTER 18-3, ARTICLE V, SECTION 18-3-101:
AMENDING THE MS4 ENFORCEMENT PROCEDURES
FOR AN ILLICIT DISCHARGE BY A USER INTO THE
MUNICIPAL SEPARATE STORM SEWER SYSTEM;
PROVIDING REPEALER CLAUSE; PROVIDING FOR
SEVERABILITY CLAUSE, AND PROVIDING FOR
PUBLICATION AND AN EFFECTIVE DATE.**

WHEREAS, the City of Amarillo owns and operates a Storm Sewer System, which is designed or used for collecting and conveying stormwater;

WHEREAS, as such, the City of Amarillo's the public purpose for amending such Ordinance is to assure the Municipal Separate Storm Sewer System is in compliance with applicable State and Federal laws, and its National Pollutant Discharge Elimination System (NPDES) permit;

WHEREAS, any User, who contributes, causes or permits the contribution of water into the City's Municipal Separate Storm Sewer System, may receive a Stormwater Discharge Permit from the City of Amarillo;

WHEREAS, if User violates the conditions of such permit, then, User shall be subjected to penalties as stated in the Amarillo Municipal Code at Section 18-3-101;

WHEREAS, the City of Amarillo, in order to comply with applicable State and Federal laws, and it's NPDES permit, needs to amend its enforcement provisions in the Amarillo Municipal Code at 18-3-101;

WHEREAS, the City Council reviewed such provisions for enforcement and determines that such amendment will ensure and protect the health, safety, and welfare of the citizens of Amarillo and the general public;

WHEREAS, the City Council further finds that it is in the best interest of the City and its residents to adopt the amended enforcement provisions in this Ordinance.

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 City Council hereby amends the Amarillo Municipal Code, Chapter 18-3, Article V, Section 18-3-101, Enforcement Procedures, to:

Sec. 18-3-101. - MS4 Enforcement procedures.

~~(a) When in the opinion of the Director an Illicit Discharge has been made by a User, Director shall notify User as provided in (b) below. Upon notification the User shall immediately stop or eliminate the Discharge. In the event of failure of the User to comply voluntarily, the City shall take such corrective or enforcement action as allowed by this Chapter or by a court of competent jurisdiction to prevent or minimize damage to the Municipal Separate Storm Sewer System, danger to any individuals, or a violation of the City's NPDES Permit.~~

(a) MS4 Enforcement Response Procedures: Violations of this article shall be enforced by, but not limited to, the following escalating steps.

(1) Notification of violation. Whenever the City finds that any User has violated or is violating this article, the City shall serve upon such person a written Notice of Violation (NOV) stating the nature of the violation and provide a period of ten (10) business days for satisfactory correction thereof. If the User fails to voluntarily comply with the conditions of the NOV, the City shall enact escalation of enforcement procedures.

a. NOV's shall require a written response as to the cause of the violation and the steps taken to prevent further such violations from reoccurring. Written responses shall be submitted within ten (10) business days of receipt of the NOV. The response shall be submitted to the City Stormwater Coordinator at the following address: Laboratory Administration, PO Box 1971 Amarillo, Tx 79105. Failure to submit a response by the due date may lead to enforcement escalation.

(2) Compliance orders: When the City finds that a User has violated, or continues to violate, any provision of this article, or any other standard or requirement of the MS4, the City may issue an order to the User responsible, directing that the User come into compliance within ten (10) business day of issuance. If the User obtains full compliance during the ten (10) days, the User may request a reinspection of the site. If the User does not come into compliance within ten (10) business days, a red tag order shall be issued. A compliance order does not relieve the User of liability for any violation, including any

continued violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

(3) Civil Penalties: Upon issuance of a compliance order, civil penalties shall be assessed by the Director. The User shall be penalized no less than an amount of one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) for each violation, for each day that it exists. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. Each day that a violation persists, penalties shall be escalated. In addition, repeat violators such as a specified contractor, shall be subject to the same escalation of penalties.

(4) Red Tag Order: When the City finds that any operator of a construction site has violated, or continues to violate, any provision of the City's MS4 – TPDES permit, the construction general permit TXR150000, or any order issued thereunder, the City shall issue a "Red Tag Order" to the operator, posted at the construction site, and distributed to all City departments and/or divisions whose decisions affect any activity at the site. The red tag shall prohibit any further inspection or approval by the City associated with a building permit, grading permit, subdivision plat approval, site development plan approval, or any other City approval necessary to commence or continue construction or to assume occupancy at the site. Issuance of a red tag order shall not be a bar against, or a prerequisite for, taking any other action against the violator.

a. Once a red tag order been issued, it shall not be removed until:

i. A site inspection has been conducted and all violations have been resolved.

ii. All penalties associated with the enforcement of the construction site have been paid in full. Including any previous unpaid penalties associated with the specified User and or contractor.

~~(b) Violations of this article shall be enforced by, but not limited to, the following escalating steps.~~

~~(b) MS4 Enforcement Response Plan:~~

~~(1) The City shall develop and utilize a MS4 Enforcement Response Plan (ERP) to identify the enforcement tools available to municipal staff to use if they observe noncompliance with the City's regulatory mechanisms for illicit discharge, construction stormwater runoff control, and post-construction stormwater management.~~

~~(1) A verbal request to correct the noted violations by the Director.~~

~~(2) A follow-up letter noting violations and requesting compliance.~~

~~(3) A second letter if no response is noted after ten (10) days. This letter may state it is a final warning, that enforcement may be remanded to EPA or TNRCC, and there may be State or Federal penalties.~~

~~(4) Remand enforcement to EPA or TNRCC if no response is noted within thirty (30) days.~~

~~(5) Should the EPA or TNRCC fail to act, the City may take such legal actions as it deems necessary to secure compliance with this Chapter.~~

~~(c) Whenever the Director finds that a person has violated a prohibition or failed to meet a requirement of this Chapter, the Director may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:~~

(c) MS4 Enforcement Criteria:

~~(1) The performance of monitoring, analyses and reporting;~~

(1) Whenever the City finds that a User has violated a prohibition or failed to meet a requirement of this article, the City shall issue a NOV to the responsible User. The NOV shall require:

a. The elimination of illicit discharge.

b. The abatement or remediation of Stormwater Pollution and the restoration of any affected property.

~~(2) The elimination of illicit connections or Discharges;~~

(2) If a User fails to meet the conditions of a previously issued NOV, a compliance order shall be issued ordering the User to obtain compliance with the City's MS4 – TPDES permit, and the construction general permit TXR150000, within ten (10) business days of receipt of the compliance order.

~~(3) The violating Discharges, practices or operations shall cease and desist;~~

(3) If a User fails to meet the conditions of a compliance order, the User shall then be issued a Red Tag Order. The red tag order shall require:

(a) The abatement or remediation of Stormwater Pollution and the restoration of any affected property.

(b) Remediation Penalties: If abatement of a violation or restoration of affected property is required, the City shall set forth a deadline within such remediation or restoration must be completed. Should the violator fail to remediate or complete restoration within the City's established deadline, the work will be done by the City or a contractor designated by the City and the expense thereof shall be charged to the violator.

(c) City or a contractor designated by the City shall enter upon the Users property

and is authorized to take all measures necessary to abate the violation and restore the property. It shall be unlawful for any person, owner, agent, or person in possession of any premises to refuse to allow the City or designated contractor to enter upon the premises for the purposes set forth above. Refusal of entry shall result in immediate suspension of water utility service until authorization is granted and abatement measures are complete.

~~(4) The abatement or remediation of Stormwater Pollution and the restoration of any affected property; and~~

~~(5) Payment of a fine to cover administrative and remediation costs.~~

~~If abatement of a violation or restoration of affected property is required, the notice shall set forth a deadline within such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City or a contractor designated by the Director and the expense thereof shall be charged to the violator.~~

~~(d) Any User receiving Notice of Violation may appeal the determination of the Director to an appeals committee. Members of the committee shall be the Assistant City Manager, the Director of Public Works, and the Director of Community Services. The notice of appeal must be received by the appeals committee within five (5) days from the date of receipt of the Notice of Violation. The committee shall hear the appeal within fifteen (15) working days from the date of committee's receipt of the notice of appeal.~~

(d) Appeals:

(1) Any User receiving a red tag order may appeal the determination to an appeals committee. Members of the committee shall be an Assistant City Manager, and two Director level positions selected by the Assistant City Manager. The notice of appeal must be received by the appeals committee within five (5) days from the date of receipt of the red tag order. The committee shall hear the appeal within ten (10) business days from the date of the committee's receipt of the notice of appeal.

(2) The User may appeal the decision of the appeals committee with the City Manager, within five (5) business days after receiving notice of the appeals committee's decision. The decision of the City Manager is final.

~~(e) The User may appeal the decision of the appeals committee by filing with the City Secretary a written notice of appeal to the City Council, within five (5) working days after receiving notice of the appeals committee's decision. The appeal shall be placed on the City Council's agenda for consideration within a reasonable time. The decision of the City Council is final.~~

~~(f) If the violation has not been corrected pursuant to the requirements set forth in the Notice~~

~~of Violation, or in the event of an appeal in which the decision of the Director is upheld, then the City or a contractor designated by the Director shall enter upon the subject private property and is authorized to take any and all measures necessary to abate the violation and restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City or designated contractor to enter upon the premises for the purposes set forth above.~~

~~(g) The City may employ any other remedies authorized for enforcement by Federal or State Regulations.~~

~~(h) Any violation of a User's NPDES Storm Water permit shall be a violation of this article. Also, any facility subject to the Federal NPDES program that does not have a NPDES permit is in violation of this article.~~

~~(Ord. No. 6464, § 1, 2-8-2000; Ord. No. 6542, § 1, 7-10-2001; Ord. No. 7658, § 2, 3-14-2017)~~

~~Sec. 18-3-102. -- Enforcement at Construction Sites.~~

~~(a) Whenever the Director finds that any owner, operator, contractor or subcontractor of a construction site has violated, or continues to violate, any provision of this Chapter, or any order issued under it, the Director may issue a "stop work order" to the appropriate party, posted at the construction site, and distributed to all city departments and divisions whose decisions affect any activity at the site. Unless express written exception is made by the Director, the "stop work order" shall prohibit any further construction activity at the site and shall bar any further inspection or approval by the city associated with a building permit, grading permit, future site development plan approval, or any other city approval necessary to commence or continue construction or to assume occupancy at the site. Issuance of a "stop work order" shall not be a bar against, or a prerequisite for, taking any other action against the violator.~~

~~(b) If compliance is not achieved to the Director's satisfaction, the Director may, at its discretion, report the noncompliance to the EPA.~~

~~(Ord. No. 6464, § 1, 2-8-2000)~~

~~Sec. 18-3-103. -- Emergency Suspensions of Utility Services and MS4 Access.~~

~~Sec. 18-3-102. - Emergency Suspensions of Utility Services and MS4 Access.~~

[TEXT UNCHANGED]

~~Sec. 18-3-104. -- Non-emergency Suspension of Utility Service and MS4 Access.~~

Sec. 18-3-103. - Non-emergency Suspension of Utility Service and MS4 Access.

[TEXT UNCHANGED]

~~Sec. 18-3-105. -- Violations Deemed a Public Nuisance.~~

Sec. 18-3-104. - Violations Deemed a Public Nuisance.

[TEXT UNCHANGED]

SECTION 3. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

SECTION 4. 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 if they can be given effect without the invalid portion.

SECTION 5. This Ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 12th day of December, 2023 and **PASSED** on Second and Final Reading on this the 9th day of January, 2023.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 9, 2024

Council Priority: Infrastructure
Public Safety

Department: Capital Projects Development and Engineering

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

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 01-09-24-1

This item considers a resolution authorizing the execution of an Advanced Funding Agreement (AFA) in the amount of \$166,424.49 for Buchanan Street Emergency Repairs with Texas Department of Transportation (TxDOT); for a project located on US 87, Buchanan Street, approximately at SE 1st Avenue.

Agenda Item Summary: The Texas Department of Transportation (TxDOT) proposes an Agreement with the City of Amarillo (COA) for highway improvement generally described as Full Depth Concrete Repair of US 87, Buchanan Street. This advanced funding agreement(AFA) outlines the local governments' responsibility to contribute a total of \$166,424.49 in funding for emergency repairs to the roadway constructed by TxDOT. By authorizing this agreement, the City of Amarillo supports funding this project as described in the Advanced Funding Agreement.

Requested Action: The City Council authorizes the City Manager and/or his designee to execute such documents related to this Agreement and make payment to TxDOT in accordance with the Agreement.

Funding Summary: Funding for this project will come from Utility Division E&I funding.

Community Engagement Summary: Based on the emergency nature of the project, TxDOT has constructed the project and followed their policy requirements for Community Engagement.

Staff Recommendation: Staff recommends the City Council authorizes the City Manager and/or his designee to execute such documents related to this Agreement.

Attachments:

1. Resolution No. 01-09-24-1
2. AFA-LPAFA_VolProj FY 23-24 (003)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO AUTHORIZING A FUNDING AGREEMENT FOR FULL DEPTH CONCRETE REPAIRS TO US 87 WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT); PERMITTING ADMINISTRATIVE ADJUSTMENTS TO DOCUMENTS AS NEEDED; AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT; PROVIDING SAVINGS CLAUSE; AND PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) desires to enter an Agreement with the City of Amarillo (COA) for full depth concrete repairs to US 87 located at US 87 near SE 1st Avenue, State Control-Section-Job (CSJ) Number 6434-90-001;

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Transportation Commission Minute Order Number 116446 authorizes the State to undertake and complete a highway improvement generally described as Full Depth Concrete Repair; and,

WHEREAS, the City of Amarillo has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as Full Depth Concrete Repair: called the "Project" in the amount of \$166,424.49; and,

WHEREAS, the City Council authorizes the City Manager and/or his designee to execute such documents related to this Agreement.

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

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

SECTION 2. The City Council authorizes the COA to enter into an Agreement with TxDOT for the state to perform full depth concrete repairs to US 87 near the intersection of SE1st Avenue.

SECTION 3. The City of Amarillo supports funding this project as described in the Advance Funding Agreement for \$166,424.49.

SECTION 4. The City Manager or designee is authorized to sign such Agreement and any related documents for this Project.

SECTION 5. 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 6. Should any word, phrase or part of this Resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 7. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this
9th day of January 2023.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins,
City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS
TO ON SYSTEM TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and City of Amarillo, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, Texas Transportation Commission Minute Order Number **116446** authorizes the State to undertake and complete a highway improvement generally described as **Full Depth Concrete Repair**; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **Full Depth Concrete Repair**: called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A,

Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

3. Payment of Funds

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project. If after final Project accounting excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

4. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties

Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

7. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Cost

Increased cost will be under the conditions as provided for in the MAFA, without exception.

10. Maintenance

Project maintenance will be under the conditions as provided for in the MAFA, without exception.

11. Termination

Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

12. Notices

Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government:	State:
Mayor	Director of Contract Services
City of Amarillo	Texas Department of Transportation
PO Box 1971	125 E. 11 th Street
Amarillo, Texas 79105-1971	Austin, Texas 78701

13. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

14. Amendments

Amendments to this LPAFA shall be made as described in the MAFA, without exception.

15. Incorporation of Master Agreement Provisions

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 6434-90-001
District # 04-Amarillo
Code Chart 64 #01000
Project: Concrete repair US 87
inside city limits of Amarillo

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

District Engineer

Date

CSJ #6379-77-001
 District # 04-Amarillo
 Code Chart 64 # 01000
 Project: Concrete repair US 87
inside city limits of Amarillo Not
 Research and Development

Attachment A

PAYMENT PROVISION AND WORK RESPONSIBILITIES



Work location: US 87(Buchanan St at RR underpass)

Description: Full Depth Concrete Repair

ITEM	DESCRIPTION	HWY	UNIT	QTY	PRICE	EXTENSION
361-6004	FULL- DEPTH REPAIR CRCP (10")	US 87	SY	983.48	\$169.22	\$166,424.49

The State is performing the work of Full Depth Concrete Repair. The Local Government will be responsible for the total of \$166,424.49 and will pay the State on a date mutually agreed to between the State and Local Government.



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Public Safety
Department: Public Health
Contact Person: Casie Stoughton, Director of Public Health

Agenda Caption: CONSIDER APPROVAL OF A CONTRACT WITH TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

Grantor: Texas Tech University Health Sciences Center- \$104,494.08

This item considers approval of a contract between Texas Tech University Health Sciences Center and City of Amarillo. This project provides for Amarillo Public Health to be a subrecipient through TTUHSC participating in the NIH Implementing a Maternal Health and Pregnancy Outcomes Vision for Everyone (IMPROVE) - Community Implementation Project. Under the project VIBRANT MOMS, Amarillo Public Health will participate through community health assessment and be a community partner.

Agenda Item Summary: This item considers acceptance of a contract between Texas Tech University Health Sciences Center and City of Amarillo. This project provides for Amarillo Public Health to be a subrecipient through TTUHSC participating in the NIH Implementing a Maternal Health and Pregnancy Outcomes Vision for Everyone (IMPROVE) - Community Implementation Project. Under the project VIBRANT MOMS, Amarillo Public Health will participate through community health assessment and be a community partner.

Requested Action: Approve

Funding Summary: Texas Tech University Health Sciences Center

Community Engagement Summary: Texas Tech University Health Sciences Center and the VIBRANT Moms Coalition

Staff Recommendation: Approve. Legal Approved contract 12.8.2023

Attachments: 1. NIH-Westat_APH Subaward Agreement_unsigned

FDP Cost Reimbursement Subaward

Federal Awarding Agency: National Institutes of Health (NIH)	
Pass-Through Entity (PTE): Texas Tech University Health Sciences Center	Subrecipient: City of Amarillo dba Amarillo Public Health
PTE PI: Christine Garner	Sub PI: Casie Stoughton
PTE Federal Award No: OT2HL158287	Subaward No: A23-0059-S001
Project Title: NIH Implementing a Maternal Health and PRegnancy Outcomes Vision for Everyone (IMPROVE) – Community Implementation Project	
Subaward Budget Period: Start: 08/15/2023 End: 08/14/2024 Amount Funded This Action (USD): \$ 80,247.04	
Estimated Period of Performance: Start: 08/15/2023 End: 08/14/2025 Incrementally Estimated Total (USD): \$ 104,494.08	

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Administrative Contact, and Subrecipient notice shall be directed to the Administrative Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:		By an Authorized Official of the Subrecipient:	
Name: Erin Woods Title: AVP for Sponsored Programs	Name: _____ Title: _____	Date: _____	Date: _____

Attachment 1

Certifications and Assurances

Subaward Number:

A23-0059-S001

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2

Federal Award Terms and Conditions

Subaward Number
A23-0059-S001

Required Data Elements

The data elements required by Uniform
Guidance are incorporated in the attached Federal Award.

This Subaward Is:

☒ Research & Development ☐ Subject to FFATA

Awarding Agency Institute (If Applicable)

Federal Award Issue Date FAIN Assistance Listing No.

Assistance Listing Program Title (ALPT)

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
<http://grants.nih.gov/policy/notices.htm>
2. 2 CFR 200 and 45 CFR Part 75.
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
<http://grants.nih.gov/grants/policy/nihgps/nihgps.pdf>
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
<https://www.nsf.gov/awards/managing/rtc.jsp> except for the following :
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the **Administrative** Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: **Additive**

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: **Subrecipient**

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: **NIH - 42 CFR Part 50 Subpart F**

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)☐ No Human or Vertebrate Animals

IRB

☒ Human Subjects☐ Vertebrate Animals

The PTE requires verification of IRB and/or IACUC approval be sent to the as required above:

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by the appropriate Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that the appropriate IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

Human Subjects Data (Select One)

This section left intentionally blank

NIH Terms and Conditions

The Clinical Trial Indicator in Section IV of the PTE's NOA is stated as:

Multiple PIs (MPI)**Certificate of Confidentiality:**

The Parties agree that this research funded in whole or in part by the National Institutes of Health ("NIH"), is subject to NIH Policy NOT-OD-17-109 (the "Policy") and therefore is deemed under the Policy to be issued a Certificate of Confidentiality ("Certificate") should the conditions outlined within the Policy apply. Accordingly, the subrecipients who collect or receive identifiable, sensitive information are required to adhere to the Policy and protect the privacy of individuals who are subjects of such research in accordance with the Policy and subsection 301(d) of the Public Health Service Act (the "PHS Act").

Additional Terms**Billing Instructions/Payment**

A. Each invoice shall present actual expenses grouped by category and must be accompanied by evidence from the Subrecipient's books and records (such as a ledger report generated from the financial system of the Subrecipient) to support that the charges were actually incurred by the Subrecipient. Such documentation must be a result of accounting for the related expenses in such a way that the expenses are separately identifiable as belonging to the related grant (i.e. separate fund, account, etc.).

B. Invoices received from Subrecipient will be reviewed by the TTUHSC Project Director prior to payment. Both Parties agree that TTUHSC, in its sole discretion, may withhold payment of any expenditure and may require additional information or support. TTUHSC agrees to notify the Subrecipient promptly in writing of the item(s) being withheld from payment and the reasons therefore. Subrecipient agrees to promptly furnish TTUHSC such information as may be required to satisfy reimbursement of the item(s) in question. Subrecipient agrees to be solely responsible, and holds TTUHSC harmless, for any disallowed expenditure made by it, and agrees to make restitution to TTUHSC of funds so disallowed. In the event that TTUHSC funding from the sponsor is reduced for any reason, TTUHSC may reduce the maximum amount of compensation.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

A23-0059-S001

PTE Information

Entity Name: Texas Tech University Health Sciences Center

Legal Address:
3601 4th Street MS 6271
Lubbock, TX 79430-6271

Website: ttuhsc.edu

PTE Contacts

Central Email:

Principal Investigator Name: Christine Garner

Email: christine.garner@ttuhsc.edu

Telephone Number: 806-414-9587

Administrative Contact Name: Donna Stallings

Email: sponsoredprograms@ttuhsc.edu

Telephone Number: 806-743-2960

COI Contact email (if different to above):

Financial Contact Name: Federal Grant Accountant

Email: grantaccounting@ttuhsc.edu

Telephone Number: 806-743-7370

Email invoices? ☒ Yes ☐ No Invoice email (if different): grantaccounting@ttuhsc.edu

Authorized Official Name: Erin Woods

Email: sponsoredprograms@ttuhsc.edu

Telephone Number: 806-743-4569

PI Address:

Texas Tech University Health Sciences Center
1406 S Coulter St, ARB 2107
Amarillo, TX 79106

Administrative Address:

Texas Tech University Health Sciences Center
3601 4th Street STOP 6271
Lubbock, TX 79430-6271

Invoice Address:

Texas Tech University Health Sciences Center
Accounting Services
PO Box 5868, STOP 6274
Lubbock, TX 79408-5868

Attachment 3B**Research Subaward Agreement
Subrecipient Contacts**

Subaward Number:

A23-0059-S001

Subrecipient Information for [FFATA](#) reportingEntity's UEI/DUNS Name: EIN No.: Institution Type: UEI / DUNS: Currently registered in SAM.gov: ☐ Yes ☐ NoParent UEI / DUNS: Exempt from reporting executive compensation: ☐ Yes ☐ No
(if no, complete 3B pg2)**Place of Performance Information for FFATA reporting**

Physical Address, City, State (if U.S.) and Country:

U.S. Entities only (insert information for Place of Performance):Congressional District: Zip Code+4: [Zip Code Look-up](#)**Subrecipient Contacts**Central Email: Website: Principal Investigator Name: Email: Telephone Number: Administrative Contact Name: Email: Telephone Number: Financial Contact Name: Email: Telephone Number: Invoice Email: Authorized Official Name: Email: Telephone Number: **Legal Address:****Administrative Address:****Payment Address:**

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

A23-0059-S001

Subrecipient:

Institution Name: City of Amarillo dba Amarillo Public Health

PI Name: Casie Stoughton

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

A23-0059-S001

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- ☒ Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☐ A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- ☐ Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional cost sharing requirements included below:

Additional Technical and Reporting Requirements:

Annual technical/progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Principal Investigator. If applicable, any changes to the original budget (including level of effort), IACUC or IRB approvals, or certification of appropriate education in the conduct of human subject research for any new key personnel should be included in the report.

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

A23-0059-S001

Statement of Work

☒ Below ☐ Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Amarillo Public Health runs multiple programs that are relevant to this project, including HealthyAmarillo Women, which provides extensive educational resources for pregnant and postpartum women. They also provide special items and supplies for mothers in need such as car seats, cribs, and diapers. Ournew Safe Kids program is also a key program within our organization which is dedicated to educating families to create safer environments for children. These programs and others will facilitate access to the priority population for this research.

We are pleased to partner with you to conduct the Community Health Needs Assessment in 2023-2024. Our periodic assessment of the community will begin this year, which coincides nicely with the timeframe of this 24-month award period beginning in the summer of 2023. We will gladly include additional questions that you suggest for our community-wide, representative survey to capture additional information about maternal healthcare among our residents.

Amarillo Public Health hosted a Medicaid Summit in May 2022 focusing on access and enrollment in Emergency Pregnancy Medicaid. Outcomes of this summit resulted in the opening of the local Medicaid office to in-person appointments and highlighting the need for Medicaid Navigators in our community. APH is planning a second summit for the spring/summer of 2023 as a follow-up, aiming to bring in Medicaid application trainers and other information to help clients successfully apply and access Medicaid.

Finally, we have personnel who will commit a portion of their time to assisting with needs of the Research Coalition's project, including data collection, collaborative planning, and facilitation of other research activities as identified.

Our primary objective is to help the VIBRANT MOMS project with the project needs assessment in the first 2 years of the project.

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied

10.83 %

Cost Sharing

Yes

Rate Type:

Salaries & Wages

If Yes, include Amount: \$ 113,296.79

Budget Details

☐ Below ☒ Attached, 1 pages

Budget Totals

Direct Costs \$ 77,877.68

Indirect Costs \$ 2,369.36

Total Costs \$ 80,247.04

All amounts are in United States Dollars

Attachment 6**Notice of Award (NOA) and any additional documents**

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.



Not incorporating the NOA or any additional documentation to this Subaward.

Staffing and Personnel (labor)

Person, title Cost (hourly rate x hours)	Total Project Cost	Funding Requested	Funding from Other Sources*	Comments, explanation
Cindi Wynia, Safe Kids Program Manager (\$50.72/hour x 208 hours)	10,549.76	-	Amarillo Public Health	5% of Cindi's time over two years. Includes salary and benefits; cost share
Casie Stoughton, Director of Public Health (\$90.17/hour x 208 hours)	18,755.36	9,377.68	Amarillo Public Health	5% of Casie's time over two years. Includes salary and benefits
Program Coordinator support	25,000.00	12,500.00		25% of Program coordinator support
SUBTOTAL, Staff/Personnel	54,305.12	21,877.68	-	

Direct Expenses (materials, vendors, equipment, travel, etc.)

Item	104.00	Funding Requested	Funding from Other Sources*	Comments, explanation
Community Health Assessment	127,500.00	51,000.00	Amarillo Public Health	40% of this cost for addition of questions, oversampling of priority population, and use of data
Medicaid Summit	7,000.00	5,000.00	Amarillo Public Health	Community summit focusing on pregnancy medicaid, training for application submission, and increased access.
SUBTOTAL, Direct Expenses	134,500.00	56,000.00	-	

Indirect Costs

Indirect Cost Type and Rate	Total Project Cost	Funding Requested	Funding from Other Sources*	Comments, explanation
Program Coordinator	2,707.50	1,353.75		Approved IDC
Casie Stoughton IDC	2,031.21	1,015.61		Approved IDC
SUBTOTAL, Indirect Costs	4,738.71	2,369.36	-	

PROJECT TOTAL	193,543.83	80,247.04	-	
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*Sources may include in-kind or financial donations from your organization, other organization. This information is not required, but will help us to understand your overall resources to implement the proposed project.

SUB-OTHER TRANSACTION AGREEMENT

Between

WESTAT, INC.
1600 RESEARCH BLVD.
ROCKVILLE, MD 20850-3129

and

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
3601 4TH STREET
LUBBOCK, TX 79430

SUMMARY

Westat Sub-OTA No.:	6922-05-IMPROVE-S003
Sponsor:	National Heart, Lung, and Blood Institute ("NHLBI")
Sponsor Scientific Program Director:	Dave Clark, Ph.D.
Performance Period:	August 15, 2023 – August 14, 2024
Contract Type:	Cost Reimbursement
Agreement Value:	\$746,042.31
Study:	NIH Implementing a Maternal Health and PRegnancy Outcomes Vision for Everyone (IMPROVE) – Community Implementation Project
Westat Principal Investigator:	Chanza Baytop, MPH, DrPH
Westat Project Director:	Nicole Harlaar, PhD

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PREAMBLE

This Sub-Other Transaction Agreement (the "Sub-OTA") is entered into by and between WESTAT, a for-profit Delaware corporation located at 1600 Rockville Boulevard, Rockville, Maryland 20850 ("WESTAT" or "Prime OT Awardee"), and Texas Tech University Health Sciences Center, a public institution of higher education in the state of Texas, on behalf of its School of Medicine, Department of Pediatrics, Amarillo campus, having offices at 3601 4th Street, Lubbock, TX 79430 ("SUB-OT Awardee"),. WESTAT and SUB-OT Awardee are sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties."

RECITALS

WHEREAS WESTAT has been awarded contract number OT2HL158287 (hereinafter referred to as the "Prime OTA") to conduct Community-Engagement Technical Assistance Center under the NIH Implementing a Maternal Health and Pregnancy Outcomes Vision for Everyone (IMPROVE) – Community Implementation Project; and

WHEREAS WESTAT, as the Prime OT Awardee, has been tasked to manage the Prime OTA and desires certain work to be provided by SUB-OT Awardee, as set forth herein; and

WHEREAS Texas Tech University Health Sciences Center, the SUB-OT Awardee, has been identified to provide certain commercial items, including tasks, supplies, services, and deliverables (the "Work"), as set forth herein, to WESTAT in support of the Prime OTA;

NOW, THEREFORE, IT IS AGREED by the Parties in consideration of the foregoing premises and of the, terms, conditions, representations, warranties, promises and covenants herein contained, as follows:

SCHEDULE

ARTICLE 1. DEFINITIONS

- 1.1. "Confidential Information" means any techniques, know-how, or other information concerning the work of WESTAT, SUB-OT Awardee, or a third party to whom the Parties owe a duty of confidentiality, including, without limitation, patents, research, development, computer software, software source code, specifications, designs or processes, pricing, trade secrets, Sponsor lists, technical and business information, know-how procedures, and/or business affairs not generally known by the trade or the public and disclosed in a written or tangible form clearly marked as such or bearing any other appropriate notice indicating the sensitive nature of such information, or if disclosed orally or visually, identified as confidential and/or proprietary at the time of disclosure.

- 1.2. "Sponsor" means the federal government ("Government") entity who is the ultimate End-User of WESTAT'S and SUB-OT AWARDEE's Goods or Services.
- 1.3. "Disclosing Party" means the Party who discloses confidential information.
- 1.4. "End-User" means any federal entity who will use WESTAT's or SUB-OT AWARDEE's Products or Services.
- 1.5. "Party" means WESTAT or SUB-OT AWARDEE, as applicable.
- 1.6. "Parties" means WESTAT and SUB-OT AWARDEE.
- 1.7. "Prime OTA" means the contract referred to above between WESTAT and the government.
- 1.8. "Products" means the commercial products that qualify as commercial items offered by SUB-OT AWARDEE to the general public and shall include any changes or additions to or new versions of the Products that SUB-OT AWARDEE makes available in the commercial marketplace after the date hereof.
- 1.9. "Receiving Party" means the Party who receives confidential information.
- 1.10. "SUB-OT AWARDEE" means any legal entity that, pursuant to a Lower Tier Agreement, uses Federal funds to carry out a public purpose consistent with NIH's statutory authorities, has its performance measured in relation to whether the objectives of the NIH program were met, or has responsibility for programmatic decision-making. A SUB-OT AWARDEE is distinguished from a contractor providing good and similar goods or services to many different purchasers, and normally operates in a competitive environment. The Awardee is responsible for determining whether a legal entity is a SUB-OT AWARDEE on a case-by-case basis, consistent with any additional guidance supplied by the NIH to support these determinations.

ARTICLE 2. THE SUB-OTA

The Sub-OTA includes the Preamble, Recitals, Schedule, Exhibits and, and any Modifications to the Schedule, or Exhibits. Any and all provisions and terms and conditions of the Prime OTA awarded to WESTAT as of the Effective Date of this Sub-OTA, and that are relevant to the Work to be performed by SUB-OT AWARDEE, have been incorporated into this Sub-OTA. Any new terms and conditions will be incorporated through a Sub-OTA modification that has been negotiated and signed by an authorized representative of each Party.

ARTICLE 3. EXHIBITS

The Exhibits to the Sub-OTA are as follows:

EXHIBIT A - APPLICATION AND BUDGET
EXHIBIT B - SPECIAL PROVISIONS AND GOVERNMENT CONTRACT
FLOWDOWN CLAUSES
EXHIBIT C - SUB-OT AWARDEE REPRESENTATIONS, CERTIFICATIONS

The Exhibits set forth above are hereby incorporated by reference and made a part of this Sub-OTA as if set forth in full.

ARTICLE 4. SUB-OTA TYPE

This Sub-OTA is a completion-form Cost-Reimbursement (No-Fee) type Sub-OTA. The SUB-OT AWARDEE's accounting system must be capable of allocating and segregating costs applicable to this Sub-OTA (in accordance with 2 CFR 200) and must have established indirect billing rates negotiated with a Cognizant Government Agency.

ARTICLE 5. EFFECTIVE DATE AND TERM

- 5.1. The Effective Date of the Sub-OTA shall be August 15, 2023, at which date this Sub-OTA shall commence and take effect for all purposes until August 14, 2024, unless earlier terminated based on Article 17.
- 5.2. The Parties may mutually agree in writing to further extend the term of the contract.

ARTICLE 6. THE WORK AND CHANGES TO SCOPE

- 6.1. SUB-OT AWARDEE will provide to WESTAT during the Term of the Sub-OTA the Work described in Exhibit A.
 - 6.1.1. SUB-OT AWARDEE shall prosecute the Work diligently, in a professional and workmanlike manner in accordance with requirements referenced in Exhibit A, applicable industry standards, and the relevant requirements of the referenced prime government contract, with sufficient numbers of qualified personnel, equipment, materials and supplies to accomplish the Work and maintain the schedule or restore the schedule, at no additional cost to WESTAT.
 - 6.1.2. SUB-OT AWARDEE shall provide WESTAT with a schedule of performance and shall update the schedule as the Work progresses, and as required by the Sponsor. WESTAT shall have access to any data, specifications, calculations, documents, test results and specimens, models and other things related to the performance of the Work or the Project as a whole, as required by the Sponsor.
 - 6.1.3. SUB-OT AWARDEE is responsible for taking all actions necessary for the accurate and timely completion of the Work in full conformity with the terms of this Sub-OTA, and all other laws, regulations, codes and ordinances of the United States.

- 6.1.4. When applicable, SUB-OT AWARDEE shall furnish and be responsible for the ordering and payment of all supervision, labor, supplies, materials, utilities, tools, equipment, facilities, storage, permits, inspections, licenses and all other things necessary or desirable to accomplish the Work.
 - 6.1.5. SUB-OT AWARDEE, is solely responsible for the payment of, and shall require its lower-tier SUB-OT AWARDEE/PARTNERS to pay, all assessments, taxes, benefits, and insurance premiums in connection therewith. Furthermore, SUB-OT AWARDEE must flow down all terms contained in this Sub-OTA to any permitted lower-tier SUB-OT AWARDEE/PARTNERS.
 - 6.1.6. WESTAT is not responsible for the health and safety of the employees of either SUB-OT AWARDEE or its lower tier SUB-OT AWARDEE/PARTNERS wherever deployed to perform the Work. SUB-OT AWARDEE shall comply with all safety programs, practices or procedures, if any, established, recommended or required by WESTAT, the government, and any government or quasi-governmental authorities. SUB-OT AWARDEE will be provided such programs, practices or procedures in writing.
 - 6.1.7. SUB-OT AWARDEE shall be responsible for the security of the Work/Materials within its care, custody and control and shall take all reasonable precautions to prevent theft, loss, destruction and waste.
- 6.2. Changes**
- 6.2.1. WESTAT may at any time, by written order from the Sponsor, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - 6.2.1.1. Description of services to be performed.
 - 6.2.1.2. Time of performance (e.g., hours of the day, days of the week, etc.).
 - 6.2.1.3. Place of performance of the services or delivery.
 - 6.2.1.4. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for Prime or the Government in accordance with the drawings, designs, or specifications.
 - 6.2.1.5. Method of shipment or packing.
 - 6.2.1.6. Amount of Government-Furnished Property.

- 6.2.1.7. Changes that WESTAT reasonably deems necessary in order to comply with the provisions of the applicable Prime OTA or with the provisions of amendments to such Prime OTA.
- 6.2.2. If any such change is made, SUB-OT AWARDEE shall notify WESTAT in writing if it believes that such change: causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Sub-OTA, whether or not changed by the order; or otherwise affects any other terms and conditions of this Sub-OTA. If WESTAT concurs that the change caused an increase or decrease, it shall make an equitable adjustment in the (1) estimated cost, delivery, or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Sub-OTA accordingly. Any such request for an equitable adjustment shall be submitted within twenty (20) business days from the date of such notice from WESTAT or from the date of any act by WESTAT which SUB-OT AWARDEE considers to constitute a change.
- 6.2.3. SUB-OT AWARDEE shall separately accumulate all charges (labor, material, and other direct costs) attributable to such changes.
- 6.2.4. SUB-OT AWARDEE shall support its request for equitable adjustment of costs with: (1) actual costs where actual costs are available; or (2) estimated costs. When submitting an equitable adjustment based on estimated costs, SUB-OT AWARDEE shall provide cost breakdown information for the purpose of and in sufficient detail to permit analysis and negotiation including but not limited to labor categories, job hours and rates, equipment and material quantities, sources and calculations, overhead costs and allocations, profit computations and reference data upon which estimates are based.
- 6.2.5. Failure to agree to any equitable adjustment shall be a dispute under this Sub-OTA. SUB-OT AWARDEE shall proceed with the Work as changed without interruption and without awaiting settlement of any request for equitable adjustment or claim.

ARTICLE 7. COMPENSATION

The SUB-OT AWARDEE shall be compensated for services under this Sub-OTA in accordance with the terms and conditions of this Sub-OTA.

The maximum value for the performance of this Sub-OTA is **\$746,042.31**. No fee or profit is payable under this Sub-OTA.

If applicable, this Sub-OTA shall be modified to add carryover funding from a prior subcontract through another Prime Contractor; once final invoicing, reconciliation, and funding has been conducted and added by Sponsor.

ARTICLE 8. INSURANCE

SUB-OT AWARDEE, as a member institution of the Texas Tech University System, is an agency of the State of Texas and provides professional liability for its faculty physicians pursuant to The Texas Tech University System Professional Medical Liability Self-Insurance Plan, under the authority of Section 59, Texas Education Code. SUB-OT AWARDEE, an agency of the State of Texas, is subject to the provisions of Title 5, Chapter 5, Chapter 101 of the Texas Civil Practice and Remedies Code, and the SUB-OT AWARDEE's personnel or employees are subject to Title 5, Chapter 104 of the Texas Civil Practice and Remedies Code, also known as the Texas Tort Claims Act. Employees of SUB-OT AWARDEE are provided Worker's Compensation coverage under the self-insuring, self-managed program as authorized by Chapter 503, Section 503.022, Texas Labor Code.

Notwithstanding the above, Institution, as well as any third parties (patients, vendors, medical personnel, and any other affiliates associated to the work performed by Institution under this Sub-OT, understands and agrees that Westat is not responsible for any values that exceed Institution's amount limits.

Upon written request, SUB-OT AWARDEE will provide evidence of its insurance or self-insurance to WESTAT. SUB-OT AWARDEE's inability to meet its insurance obligations constitutes material breach of this Agreement.

ARTICLE 9. STANDARDS OF BUSINESS ETHICS AND CONDUCT

- 9.1 SUB-OT AWARDEE shall adhere to a code of ethical standards.
- 9.2 WESTAT's Code of Conduct and Ethics. For your reference, a copy of WESTAT's Code of Conduct and Ethics has been provided to you with this agreement. WESTAT has established a toll-free hotline to permit, employees, agents, or contractors to report concerns about potential misconduct or security violations. Hotline reports may be made anonymously. The telephone numbers are: (240) 212-3700 (local Rockville, MD area) and (888) 384-4905 (out-of-area). Should you have knowledge that any WESTAT employee has failed to conduct himself/herself in a manner consistent with WESTAT's Code of Conduct and Ethics and you are unable or unwilling to attempt resolution of the matter through normal business channels, you are encouraged to call the hotline to report the matter.
- 9.3 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST

The SUB-OT AWARDEE, to include any lower tier SUB-OT AWARDEES or consultants, certifies by signing this Agreement that it will comply with FAR Part 9.5, "Organization and Consultant Conflicts of Interest".
- 9.4 FINANCIAL CONFLICTS OF INTEREST (applicable to research awards made by the United States Public Health Service).

The SUB-OT AWARDEE, to include any lower tier SUB-OT AWARDEES or consultants, certifies by signing this Agreement that it will comply with 42 CFR Part 50 Subpart F and/or 45 CRF Part 94.1 regarding Investigator's Financial Conflict of Interest Reporting Obligations.

9.5 RESEARCH MISCONDUCT (applicable to research awards made by the United States Public Health Service).

The SUB-OT AWARDEE, to include any lower tier SUB-OT AWARDEE or consultant, certifies by signing this Agreement that it will comply with 42 CFR Part 93 regarding Research Misconduct.

ARTICLE 10. TRAVEL AND OTHER DIRECT COSTS

When travel is authorized, SUB-OT AWARDEE shall be reimbursed for travel in accordance with the Federal Travel Regulations. Air travel shall be coach fare. Automobile rental shall be for a compact vehicle. The cost for per diem, accommodations, and personal automobile shall not exceed those rates authorized by Federal Travel Regulations in effect during the time of such travel.

ARTICLE 11. PERSONNEL

- 11.1. SUB-OT AWARDEE shall assign only personnel qualified to perform the work and provide the deliverables referenced in Exhibit A and B to this Sub-OTA.
- 11.2. Key Personnel under this Sub-OTA are defined as any personnel that SUB-OT AWARDEE has designated in Exhibit A or B as being essential to the performance of the Sub-OTA, and who WESTAT has accepted as key to the Work to be performed. Key Personnel shall be available to support the requirements of this Sub-OTA and ensure that all Work meets the requirements set forth in this Sub-OTA. All Key Personnel must be approved by WESTAT.
- 11.3. Any subsequent changes to Key Personnel, during the life of the contract, shall also be approved by WESTAT. Before the substitution of any Key Personnel for any reason, SUB-OT AWARDEE shall notify WESTAT in advance as reasonably practicable under the circumstances. The proposed substitutes for Key Personnel shall possess qualifications equal to or superior to those required for the job of the person being replaced. During the term of the Sub-OTA, SUB-OT AWARDEE will make reasonable efforts not to substitute Key Personnel unless an individual's sudden illness, death, transfer, relocation, or termination of employment necessitates such substitutions. In any of these events, SUB-OT AWARDEE shall promptly notify WESTAT and provide the information required by this Personnel clause. WESTAT shall have the right to unilaterally review, replace, and approve all Key Personnel.
- 11.4. WESTAT has the right to require SUB-OT AWARDEE to permanently remove any SUB-OT AWARDEE personnel assigned under this Contract.

- 11.5. **Employment Eligibility.** FAR Subpart 22.18, Employment Eligibility Verification, requires SUB-OT Awardee to verify employment eligibility of all personnel assigned to the Sub-OTA in accordance with the Department of Homeland Security's E-Verify System if the Prime OTA is at or above the simplified acquisition threshold and the performance will last longer than 119 days. The E-verify program provides an internet-based means of verifying the employment eligibility of workers employed in the U.S., but is not a substitute for any other employment eligibility verification requirements. If FAR 52.222-54 is incorporated in the Prime OTA, then SUB-OT Awardee shall perform all of the following: if not enrolled already, SUB-OT Awardee shall enroll in the E-Verify program within thirty (30) days of execution of this Sub-OTA. As provided under FAR 52.222-54, SUB-OT Awardee shall initiate verification of employment eligibility of a) all Employees Assigned to this Sub-OTA within the later of ninety (90) calendar days after the date of execution of this Sub-OTA or thirty (30) calendar days of the employee's assignment to the Sub-OTA; and, b) all new hires of SUB-OT Awardee working in the U.S. within three business days after the date of hire and no more than ninety (90) days of enrollment in E-Verify. Information on the E-verify program is at <http://dhs.gov/E-Verify>.
- 11.6. The Parties shall not knowingly, except with prior written consent of the other, solicit for employment any persons employed or engaged by the other who within the proceeding twelve (12) months was directly or indirectly involved in the performance of this Sub-OTA. This prohibition shall not restrict one Party from hiring or engaging an employee of the other who responds to web-site job postings, newspaper advertisements, employment agencies, job fair events or other widely distributed announcements of job openings or makes a direct inquiry as to employment or engagement with that Party.

ARTICLE 12. PERFORMANCE MONITORING MILESTONES

- 12.1 WESTAT, as the CETAC Coordinating Center, is responsible for monitoring milestones as set forth, and laid out, in your application response (see Exhibit A). WESTAT will work with the SUB-OT Awardee, and the Sponsor, to ensure all milestones are met. SUB-OT Awardee shall develop mutually acceptable internal procedures to ensure completeness and accuracy of SUB-OT Awardee's Work. WESTAT will review SUB-OT Awardee data and information deliverables for completeness, correctness and compliance with the requirements.
- 12.2 The SUB-OT Awardee shall provide the following deliverables by the date listed below.

Deliverable/Requirement	Due Date
Monthly Progress Report (on status of site-specific milestones)	Monthly, by the 10th for the prior month's activities

Participation in monthly teleconference calls with an ACC/CETAC site liaison	Monthly
Needs Assessment Report (to demonstrate unmet need in the community)	Due 90 days prior to the end of Phase I
Community Priorities Assessment (to align evidence-based interventions - EBLs - with community priorities)	Due 90 days prior to the end of Phase I
Asset Maps (a landscape analysis of existing community resources)	Due 90 days prior to the end of Phase I
Identification of opportunities and barriers to acceptance, delivery, uptake of, and adherence to EBLs and practices	Due 90 days prior to the end of Phase I
Ad Hoc Reports as directed by the Sponsor	TBD

ARTICLE 13. INVOICING

- 13.1. SUB-OT AWARDEE shall provide invoices in accordance with the budget in Exhibit A on a monthly basis not later than the 20th day of the month following the month in which the services were performed.
- 13.2. Invoices shall contain, at a minimum, the following detail:
 - 13.2.1. SUB-OT AWARDEE's name and address.
 - 13.2.2. Invoice date and number.
 - 13.2.3. Total amount of invoice, current and cumulative.
 - 13.2.4. The Sub-OTA number, contract line item number, the Prime OTA number
 - 13.2.5. Costs in a SF 1034 format and supplemented with the following details for the current period and inception-to-date cumulative: direct labor by person or labor category with hours or percent of effort, other direct costs by category, (for travel costs to be reimbursed – costs are to be detailed by airfare, points of departure and destination, per diem, local travel costs, incidental expenses, dates of travel and names of travelers) and indirect costs by category (to include indirect rates). Any additional substantiating documentation or information as may be required by either the Prime OTA Awardee or the Sponsor;
 - 13.2.6. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading.

- 13.2.7. Date supplies provided or services performed.
- 13.2.8. Terms of any discount for prompt payment offered.
- 13.2.9. A certification that reads substantially as follows: "I hereby certify, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment, therefore, has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement".
- 13.2.10. Name and address of official to whom payment is to be sent.
- 13.2.11. Name, title, and phone number of person to notify in event of defective invoice.
- 13.2.12. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Sub-OTA.
- 13.2.13. Electronic funds transfer (EFT) banking information, or as required by 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer— Other Than System for Award Management.
- 13.3. Invoices may either be in hard copy or electronic. Electronic invoice submissions must be created in black and white and in Adobe's Portable Document Format (PDF). Invoices larger than 10 megabytes in size will not be accepted through the e-mail process.
- 13.4. Invoices (the original plus two (2) copies) shall be directed to the "Bill to" address noted.
- 13.5. For purposes of final billing after the completion of this Sub-OTA ("Closeouts"), SUB-OT AWARDDEE shall submit a final Invoice (marked as Final) within one hundred twenty (120) days after final completion of SUB-OT AWARDDEE's requirements, or as requested in writing by WESTAT.
- 13.6. It is expressly understood and agreed by both Parties that payment of undisputed amounts of invoices shall be paid to SUB-OT AWARDDEE within seven (7) days from when WESTAT receives payment under the Prime OTA task or delivery order under which the Sub-OTA work is performed.
- 13.7. Disputed invoices will not be accepted and, therefore, will not begin the aging process until the dispute is resolved and documented in writing. After resolution, SUB-OT AWARDDEE will provide a revised invoice documenting the revision number and the revision date. This will initiate the aging process. All corrected invoices must contain either a revision number and date or a statement embedded within the invoice stating that it is a revision invoice,

noting the date the invoice was revised and clearly identifying the prior invoice(s) that are being superseded.

13.8. Invoices must be addressed to:

Subcontract Invoices, SubcontractInvoices@westat.com; Andrew Pool, AndrewPool@westat.com; Kirsten McCree, KirstenMcCree@Westat.com; CETAC Financial, CETACFinancial@Westat.com; and CETAC, CETAC@westat.com.

13.9. Notwithstanding any other provisions, SUB-OT AWARDEE shall invoice no more frequently than once each month. WESTAT can add, modify or adjust requirements for invoices in accordance with requests from the Sponsor, so long as required data from SUB-OT AWARDEE shall be within SUB-OT AWARDEE's control and responsibility.

13.10. SUB-OT AWARDEE's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

ARTICLE 14. CONFIDENTIAL INFORMATION

14.1. Each party shall hold all information and documents relating to the business of the other party disclosed to it by reason of this Sub-OTA confidential and will not disclose any of such information or documents to any person without the written consent of the disclosing party unless legally compelled to disclose such information or documents provided, however, that, to the extent that any party hereto may become so legally compelled, such party may only disclose such information or documents if it shall first have used reasonable efforts to and, if practicable, shall have afforded the disclosing party the opportunity to obtain an appropriate protective order or other satisfactory assurance of confidential treatment for the information required to be so disclosed. The obligation of confidentiality set forth in this Article shall not apply to information that: (i) is in or hereafter enters the public domain through no fault of the receiving party, (ii) is obtained by the receiving party from a third party having the legal right to use and disclose the same or is independently developed by the receiving party after the date hereof without breach of this Sub-OTA; or (iii) is independently known or developed by the receiving party without reliance on the disclosing party's confidential information. The rights and obligations of the parties under this Article shall continue to bind the parties after the date of any termination or expiration of this Sub-OTA.

14.2. In connection with performance of its obligations under this Sub-OTA, SUB-OT AWARDEE may have access to information that pertains to a specific person and that can be linked to such person ("Personal Data"). SUB-OT AWARDEE shall:

14.2.1. obtain, use, transfer, store or otherwise process (collectively, "process") Personal Data only as reasonably necessary in connection

with its obligations hereunder, and in accordance with applicable legal requirements;

- 14.2.2. employ appropriate measures designed to reasonably safeguard the confidentiality and integrity of Personal Data and protect such information from improper or unauthorized processing, loss, access or disclosure;
- 14.2.3. encrypt, using a method consistent with applicable legal requirements, any Personal Data stored on an electronic device or transmitted by internet or other unsecure electronic means, to the extent such data consists of Protected Health Information (as defined below), Social Security or other government identification numbers, credit card numbers or related card data, or bank account numbers.
- 14.2.4. with respect to hard copies of Personal Data, (i) when transporting such hard copies via carrier or delivery service, use a reputable, trackable service (such as FedEx, UPS, or USPS Express Mail) and, whenever practical, require a signature for delivery; and (ii) safeguard all hard copies of Personal Data, including (without limitation) by locking documents in a file cabinet when not in use;
- 14.2.5. securely dispose of Personal Data when its retention is no longer reasonably necessary to fulfill legal requirements or SUB-OT AWARDEE's obligations under this Sub-OTA; and
- 14.2.6. disclose Personal Data to a third party or an affiliate only if reasonably necessary in connection with SUB-OT AWARDEE's obligations under this Sub-OTA, and only if the recipient has committed to abide by restrictions at least as stringent as those imposed by this paragraph and SUB-OT AWARDEE is reasonably satisfied that the recipient will fulfill such commitment;
- 14.2.7. have the right to disclose Personal Data to the extent required by law, but only after written notification to WESTAT (if permitted by law);
- 14.2.8. maintain a record of any disclosure of Personal Data to a third party, and make such record available to WESTAT promptly upon written request;
- 14.2.9. promptly inform WESTAT of any improper or unauthorized processing, or access by or disclosure to a third party, and take prompt, reasonable measures to remediate any such situation if WESTAT so requests in writing; and
- 14.2.10. not, by any intentional act or omission, cause WESTAT to be in breach of any legal requirement, including the requirements of the European Union Safe Harbor program of the U.S. Department of Commerce.

- 14.3. Should the Receiving Party be faced with legal or administrative action to disclose Confidential Information, the Receiving Party will promptly notify the Disclosing Party, and upon the request of the latter, will cooperate with the Disclosing Party in contesting such a disclosure and/or seeking to limit such a disclosure (e.g., by obtaining a protective order). Except in connection with a failure to discharge the obligations in the preceding sentence, neither party will be liable for any disclosures made pursuant to judicial action or government regulations.
- 14.4. Upon written request, the Receiving Party will within thirty (30) days return or, with the prior written approval of the Disclosing Party, destroy and so certify in writing all copies, in whatever format, of Confidential Information upon written request of the Disclosing Party or the expiration of the Sub-OTA. However, the Receiving Party may retain Confidential Information for as long as necessary to fulfill its obligations under the Sub-OTA or Prime OTA. Once those obligations are discharged, the Receiving Party must destroy or return the Confidential Information as set forth above. Notwithstanding the forgoing, SUB-OT AWARDEE shall not be required to delete electronic back-up files that have been created solely by their automatic or routine archiving procedures as long as archival data will continue to abide by 14.2.2.
- 14.5. Each Party warrants that it owns or is free to disclose the Confidential Information that it discloses to the other Party.
- 14.6. WESTAT is authorized to incorporate SUB-OT AWARDEE Confidential Information in submissions to the Sponsor provided such Confidential Information bears an appropriate restrictive legend.
- 14.7. Neither Party shall remove or destroy any confidential markings or confidential legends placed upon or made part of hardware, software, or documents received by a Party to this Sub-OTA without that Party's written permission. This Article shall survive the expiration or termination of this Sub-OTA.
- 14.8. SUB-OT AWARDEE specifically acknowledges that the software, information, and technology delivered with Products and Services may be subject to United States export controls, pursuant to the Export Administration Regulations, International Traffic in Arms Regulations (collectively, "Export Regulations"). SUB-OT AWARDEE shall comply strictly with all requirements of the Export Regulations with respect to all such software, information, technology, and technical data. SUB-OT AWARDEE hereby expressly agrees that, without prior written authorization of WESTAT and the United States Government, SUB-OT AWARDEE shall not, and shall not cause its representatives, to: (i) export, re-export, divert or transfer, directly or indirectly through any affiliates, licensees, or subsidiaries any such software, information, technology, and technical data or any direct product thereof, to any destination, company, or person restricted or prohibited by the United States export controls, or (ii) disclose any such software, information, technology, and technical data to any

national of any country when such disclosure is restricted or prohibited by the United States Export Regulations. SUB-OT Awardee shall make its records available to WESTAT at WESTAT'S reasonable request, in order to permit WESTAT to confirm SUB-OT Awardee's compliance with its obligations herein. The Party receiving Proprietary Information shall first obtain the written consent of the Party disclosing such information prior to submitting any request for authority to export any such technical data.

14.9. Nothing in this Article will be interpreted or construed to assign to SUB-OT Awardee (and WESTAT reserves all right, title and interest that WESTAT may have or acquire in) any WESTAT proprietary software, tools, utilities, methodologies, processes, documentation and other items that are provided by WESTAT to SUB-OT Awardee for use in performance of the Services, nor shall anything in this Article be interpreted or construed to assign to WESTAT (and SUB-OT Awardee reserves all right, title and interest that SUB-OT Awardee may have or acquire in) any SUB-OT Awardee proprietary software, tools, utilities, methodologies, processes, documentation and other items that are used or developed in performance of the Services, but not developed specifically and exclusively for WESTAT in the course of performing its duties and obligations hereunder.

14.10. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter SUB-OT Awardee's or SUB-OT Awardee's employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239), Federal Acquisition Regulation ("FAR") 3.908, and FAR 52.203-15; Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this Sub-OTA and are controlling. Signing this Sub-OTA does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

ARTICLE 15. SUB-OT Awardee/Government Non-Privacy

WESTAT'S Sponsor has no privacy regarding the Articles and other Terms and conditions of the Sub-OTA. All communications regarding this Sub-OTA shall be between the SUB-OT Awardee and WESTAT. This Article does not apply to Sponsor privacy related to

programmatic communication with SUB-OT AWARDEE, where SUB-OT AWARDEE will ensure to copy CETAC@westat.com to keep the CETAC informed.

ARTICLE 16. CHOICE OF LAW AND DISPUTES

- 16.1. Both Parties will remain silent on governing law and venue.
- 16.2. The Parties agree that any dispute arising under or in any way related to this Sub-OTA or pursuant thereto or the performance thereof will be escalated to the WESTAT and SUB-OT AWARDEE senior executives appointed by each Party, for resolution. In the event the senior executives of the Parties are unable to resolve the dispute, the Parties agree to use reasonable efforts to cooperate in selecting and submitting the dispute to mediation, arbitration or other dispute resolution process.
- 16.3. In the event that the dispute resolution processes in Section 16.2 are unsuccessful in resolving a dispute, SUB-OT AWARDEE agrees that any dispute or cause of action that arises in connection with this Sub-OTA will be brought before a court of competent jurisdiction.

ARTICLE 17. TERMINATION OF SUB-OTA

17.1. Termination for Default.

- 17.1.1. SUB-OT AWARDEE hereunder may be terminated for default in whole or in part by WESTAT, as directed by the Sponsor, at any time, upon ten (10) days prior notice if any one of the following circumstances occurs:
 - 17.1.1.1. SUB-OT AWARDEE fails to make progress in the Work in substantial compliance with the agreed schedule so as to endanger the performance.
 - 17.1.1.2. SUB-OT AWARDEE fails to perform any of the other provisions of this Sub-OTA in accordance with their terms, and in either of these two circumstances does not commence in good faith and continue to cure such failure within a period of ten (10) days after receipt of notice from WESTAT specifying such failure.
 - 17.1.1.3. SUB-OT AWARDEE's financial condition endangers completion of performance and fails to remedy the situation within seven days from the date of receipt of notice from WESTAT of the condition, or SUB-OT AWARDEE becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due.

- 17.1.1.4. It is found that gratuities (in the form of entertainment, gifts, travel or anything of value) or kickbacks were offered or given by SUB-OT AWARDEE, or by any agent or representative of SUB-OT AWARDEE, to any officer or employee of WESTAT's Sponsor.
- 17.1.1.5. Control of SUB-OT AWARDEE changes. A change of control includes: (a) the sale, lease or exchange of a substantial portion of SUB-OT AWARDEE's assets used for the performance of Work; (b) the sale or exchange of a controlling interest in the shares of SUB-OT AWARDEE; or (c) or other change of control. SUB-OT AWARDEE will provide WESTAT with written notice of change of control within ten (10) days after the change of control becomes effective. WESTAT will have sixty (60) days from the date that WESTAT receives written notice from SUB-OT AWARDEE within which to notify SUB-OT AWARDEE of its decision to terminate this Sub-OTA. The effective date of the termination will be no sooner than thirty (30) days after the effective date of the written notice of termination according to the terms of notice.
- 17.1.1.6. SUB-OT AWARDEE fails to agree upon any deletion, amendment, or addition to this Sub-OTA which is required by statute, executive order, applicable regulations, or is otherwise required by the Sponsor as a result of or relating to a modification of the Prime OTA.
- 17.1.1.7. SUB-OT AWARDEE is sanctioned, suspended, or debarred by the Government.
- 17.1.2. If this Sub-OTA, or any portion thereof, is so Terminated for Default, WESTAT may procure or otherwise obtain, upon such terms and in such manner as WESTAT may deem appropriate, goods or services similar to those terminated.
- 17.1.3. SUB-OT AWARDEE shall transfer title and deliver to WESTAT, in the manner and to the extent requested in writing by WESTAT at or after termination, such complete or partially completed articles, property, materials, parts, tools, fixtures, plans, drawings, information and contract rights as SUB-OT AWARDEE has produced or acquired for the performance of the terminated part of this Sub-OTA and WESTAT will pay SUB-OT AWARDEE the contract price for completed articles delivered to and accepted by WESTAT and the fair value of the other property of SUB-OT AWARDEE so requested and delivered.
- 17.1.4. SUB-OT AWARDEE shall continue performance of this Sub-OTA to the extent not terminated.

- 17.1.5. WESTAT shall not be liable to SUB-OT AWARDEE for any amount for supplies or services not accepted or paid by the Sponsor, and SUB-OT AWARDEE shall be liable to WESTAT for any and all rights and remedies provided by law.
- 17.1.6. If it is determined that WESTAT improperly terminated this contract for default, such termination shall be deemed a Termination for Convenience.
- 17.2. **Termination for Convenience.** WESTAT may terminate this Sub-OTA, at the Sponsor's direction, for convenience by providing thirty (30) days written notice to SUB-OT AWARDEE. Notwithstanding the foregoing, if the Sponsor terminates for its convenience a portion of the Prime OTA, in whole or in part, for which SUB-OT AWARDEE is providing Work, then such Work under this Sub-OTA may at any time be terminated for convenience, in whole or in part, by WESTAT by providing SUB-OT AWARDEE with prior written notice.
- 17.2.1. **Compensation for Termination for Convenience.** If this Sub-OTA is so terminated, SUB-OT AWARDEE shall be entitled to compensation as follows:
- 17.2.1.1. Such sums as shall represent the contracted price for the Work accepted by WESTAT, which is actually delivered, accepted and paid for by the Sponsor;
- 17.2.1.2. A percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges SUB-OT AWARDEE can demonstrate to the satisfaction of WESTAT using its standard record keeping system, have resulted from the termination and, which are approved by the Sponsor.
- 17.2.1.3. SUB-OT AWARDEE agrees that in the event of such termination, WESTAT shall not under any circumstances be liable by reason of such termination, for damages or otherwise, including the loss of present or prospective commissions or lost profits, or for expenditures, investments, past opportunities, or for the inability to fulfill Government contracts or otherwise. SUB-OT AWARDEE shall not be required to comply with the cost accounting standards or cost principles for this purpose.
- 17.2.1.4. **Termination Settlement Proposal.** In the event of termination for convenience, SUB-OT AWARDEE shall submit a termination settlement proposal to WESTAT within sixty (60) days of the date of the written notice of termination.

- 17.2.2. All licenses, tools and technology needed for the use of such licenses, granted hereunder shall continue with WESTAT for at least six (6) months from the date of termination, or as reasonably necessary.
- 17.2.3. The termination of this Sub-OTA shall not discharge or otherwise affect the Parties' rights and obligations that survive termination.
- 17.3. **Actions upon notice of termination.** Upon receipt of a notice terminating this Sub-OTA, SUB-OT AWARDEE shall:
 - 17.3.1. Promptly discontinue all services to the extent directed, unless the notice directs otherwise, and deliver, or otherwise make available to WESTAT representative, copies of all deliverables in progress for which payment has been made;
 - 17.3.2. Take reasonable precautions to protect the Work in process; and
 - 17.3.3. Deliver or otherwise make available to WESTAT all data, drawings, calculations, reports, and all other information and materials which have been accumulated or developed by SUB-OT AWARDEE in performing this Sub-OTA, whether completed or in progress.

ARTICLE 18. RECORDS

- 18.1. If applicable, SUB-OT AWARDEE shall maintain sufficient records concerning Sub-OTA performance to permit verification through normal Government audit procedures of the hours expended by labor categories in performance of the effort set forth herein. In addition, SUB-OT AWARDEE shall maintain records on its competitive procurement practices.
- 18.2. SUB-OT AWARDEE agrees that its books and records and facilities, with respect to performance under this Sub-OTA only and not with respect to other Sponsor information, or such part thereof as may be engaged in the performance of this Sub-OTA shall at all reasonable times during normal business hours be subject to inspection and audit by any authorized representative of the U.S. Government. This right shall survive acceptance and final payment on this Sub-OTA for a period of three (3) years.
- 18.3. If applicable, at the completion of the Work, SUB-OT AWARDEE will provide WESTAT a list of all Government Furnished Property (GFP), i.e. special tooling, special test equipment and material, other than Acceptance Inspection Equipment (AIE) and mechanical gauges/electronic test fixtures (ETF's), which are residual to the Sub-OTA. WESTAT will submit this list to the Sponsor within thirty (30) days after the last delivery date for further disposition instructions, if not otherwise disposed of by direction of the Sponsor. SUB-OT AWARDEE shall comply with all other GFP reports and inventories as required by the Sponsor.

ARTICLE 19. SUB-OTA ADMINISTRATION

In regard to administrative and contractual matters relating to this Sub-OTA, the Parties hereby appoint the persons listed below or their duly authorized designees as the only persons empowered to make commitments on behalf of the respective Parties to effect changes to any portion of this Sub-OTA.

For WESTAT: Kirsten McCree, KirstenMcCree@westat.com
For SUB-OT AWARDEE: Erin Woods, AVP for Sponsored Programs,
806-743-4569, sponsoredprograms@ttuhsc.edu

ARTICLE 20. INDEMNIFICATION

Each Party hereto, to the extent authorized by applicable law, agrees to indemnify, defend and save the other Party, its affiliates, employees, officers, directors, regents, and agents, harmless from and against any third party claim, loss, damage, cost, and expense, relating to personal injury, real property, or tangible personal property, to the extent such damages are caused by the negligent or wrongful act or omission or willful misconduct of the indemnifying Party or its employees, suppliers, materialmen, invitees, licensees, Partners, and guests. The indemnified Party shall provide timely notification to the indemnifying Party of any assertion against it of any such claims or demands. Each Party shall cooperate in good faith with the other to facilitate the defense and/or settlement of such a claim.

ARTICLE 21. FORCE MAJEURE

Neither Party will be liable to the other for any delay or inability to perform its obligations under this Sub-OTA or otherwise to the extent such delay or inability is caused by an occurrence beyond the reasonable control of the Party and without its fault or negligence such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. In the event of such a delay or inability to perform, the time for performance will be extended for a period of time equal to the length of the delay or inability to perform.

ARTICLE 22. ORDER OF PRECEDENCE

In the event of any inconsistency between any parts of this Sub-OTA, the inconsistency shall be resolved by giving precedence as follows:

- (a) Exhibit B. Prime OTA, Flowdowns
- (b) Sub-OTA Articles
- (c) Other Sub-OTA Exhibits.

ARTICLE 23. COMPLIANCE WITH LAWS

SUB-OT AWARDEE agrees to comply with all laws, including but not limited to federal, state, and local laws, and statutes, regulations, ordinances, and license requirements.

ARTICLE 24. COMPLIANCE WITH SECTION 508 IT ACCESSIBILITY

If applicable, SUB-OTA AWARDEE shall comply with and shall require its SUB-OTA AWARDEES or PARTNERS to comply with Section 508 of the Rehabilitation Act Amendments of 1998 to ensure IT accessibility to disabled persons. Only in situations where an approved exception to Section 508 is provided by the Chief Information Officer (CIO) of the requiring agency/organization will work be issued that exempts complying with Section 508 requirements.

ARTICLE 25. NO GRATUITIES OR KICKBACKS

No gratuities (in the form of entertainment, gifts, travel, or anything of value) or kickbacks shall be offered or given by SUB-OT AWARDEES or by any agent, representative, affiliate or SUB-OT AWARDEES of SUB-OT AWARDEES to any officer or employee of the Government. This restriction specifically prohibits the direct or indirect inclusion of any kickback amounts in any invoices or billings submitted under this Sub-OTA or any other agreement with WESTAT. WESTAT may, by written notice to SUB-OT AWARDEES, immediately terminate this Sub-OTA if it is found that gratuities (in the form of entertainment, gifts, travel or anything of value) or kickbacks were offered or given by SUB-OT AWARDEES, or by any agent or representative of SUB-OT AWARDEES, to any officer or employee of the Government.

ARTICLE 26. FLOW DOWN CLAUSES

26.1. Those Prime OTA clauses identified in Exhibit B are hereby incorporated.

ARTICLE 27. CERTIFICATIONS AND REPRESENTATIONS

27.1. SUB-OT AWARDEE certifies to those same Certifications and Representations as were set forth in the WESTAT's solicitation, executed copies of which are included in Exhibit C, "SUB-OT AWARDEE REPRESENTATIONS, CERTIFICATIONS" to this Sub-OTA and are incorporated herein by reference. The clauses flowed down by WESTAT in this Sub-OTA may require additional submissions of certificates. All such required representations and certifications made by SUB-OT AWARDEE in connection with flow down of Clauses, including all such certifications submitted by SUB-OT AWARDEE with its offer, are hereby incorporated in this Sub-OTA by reference.

ARTICLE 28. REPORTING EXECUTIVE COMPENSATION

28.1. SUB-OT AWARDEE must report the total compensation for each of its five most highly compensated executives for its preceding year as required by FAR 52.204-10 unless, exempted by this FAR clause, or if this information is already

publicly available through filing with the Securities and Exchange Commission or the Internal Revenue Service.

- 28.2. Updated compensation information must be reported annually until the completion of the Sub-OTA.
- 28.3. Reported compensation will be made public.
- 28.4. This requirement should not be flowed down to a lower tiered SUB-OT Awardee.

ARTICLE 29. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

This contractor and SUB-OT Awardee(s) shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered Prime OT Awardees and SUB-OT Awardees take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, protected veteran status or disability.

The employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

ARTICLE 30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH (HITECH) ACT COMPLIANCE

In connection with performance of its obligations under this Sub-OTA, each Party may have access to Protected Health Information ("PHI"). Protected Health Information includes, without being exhaustive, all information related to the past, present and future physical and mental health or condition of an individual, the providing of health care to an individual, and the past, present and future payments for the delivery of health care to an individual. Each Party and its subsidiaries, affiliates, and their employees, agents, and representatives shall comply with all applicable requirements under HIPAA, HITECH, and applicable federal and state laws regarding the use, disclosure, and security of PHI.

Any PHI provided by one Party to the other Party under this Sub-OTA shall be treated as confidential. Neither Party shall disclose such information to any third party unless specifically authorized or required to do so by law, and only if the third party is bound by the same requirements imposed to the Contracting Parties under this Article 14.

Each Party shall:

- 30.1. obtain, use, or otherwise disclose PHI only as reasonably necessary in connection with its obligations hereunder, and in accordance with applicable legal requirements;
- 30.2. employ appropriate safeguard measures to maintain the confidentiality of PHI and protect such information from improper or unauthorized use or disclosure;
- 30.3. encrypt, using a method consistent with applicable legal requirements, any PHI stored on an electronic device or transmitted by internet or other unsecure electronic means;
- 30.4. with respect to hard copies of PHI, (i) when transporting such hard copies via carrier or delivery service, use a reputable, trackable service (such as FedEx, UPS, or USPS Express Mail) and, whenever practical, require a signature for delivery; and (ii) safeguard all hard copies of PHI, including (without limitation) by locking documents in a file cabinet when not in use;
- 30.5. in compliance with applicable law, securely dispose of PHI when its retention is no longer reasonably necessary to fulfill legal requirements or obligations under this Subcontract; and
- 30.6. promptly inform the other Party of any improper or unauthorized use or disclosure of PHI, and take prompt, reasonable measures to remediate any such situation. A Party in breach of this Article 30 shall be held liable under all applicable laws.

ARTICLE 31. MISCELLANEOUS

- 31.1. **Notices.** All notices under this Sub-OTA shall be in writing and shall be sent by United States Postal Service, Certified Mail, Return Receipt Requested, any overnight delivery service such as FEDEX, postage prepaid, or email, with delivery receipt, and addressed as follows:

	WESTAT	SUB-OT AWARDEE
Contractual and Legal Notices should be sent to:	WESTAT 1600 Research Boulevard Rockville, Maryland 20850 Attention: Kristina Lewis Telephone: 301-212-2120 Facsimile: _____ Email: KristinaLewis@westat.com	Texas Tech University Health Sciences Center 3601 4th Street, MS 6271 Lubbock, TX 79430 Attention: Erin Woods Telephone: 806-743-4569 Facsimile: _____ Email: sponsoredprograms@ttuhsc.edu

Technical Notices should be sent to:	WESTAT 1600 Research Boulevard Rockville, Maryland 20850 Attention: Nicole Harlaar Telephone: 505- 206-8404 Facsimile: _____ Email: NicoleHarlaar@westat.com	Texas Tech University Health Sciences Center 1406 S Coulter St, ARB 2107 Amarillo, TX 79106 Attention: Christine Garner Telephone: 806-414-9587 Facsimile: _____ Email: Christine.garner@ttuhsc.edu
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- 31.2. **Counterparts.** This Sub-OTA may be executed in several counterparts all of which taken together shall constitute one single agreement between the Parties hereto.
- 31.3. **Headings and Interpretation.** The article and section headings and table of contents used of this Sub-OTA herein are for reference and convenience only and shall not enter into the interpretation thereof.
- 31.4. **Severability.** If any of the provisions of this Sub-OTA or part of such provisions are or become invalid or unenforceable, the remaining provisions shall continue to be effective.
- 31.5. **Waivers.** No waiver by a Party of any of its rights or remedies hereunder shall be construed as a waiver by such Party of any other rights or remedies that such Party may have under this Sub-OTA.
- 31.6. **Independent Contractor.** SUB-OT AWARDDEE is an independent contractor in all of its activities and operations hereunder. SUB-OT AWARDDEE shall be fully responsible for all supervision, performance, activities and liabilities due to, incurred by, or because of its personnel. The employees of SUB-OT AWARDDEE shall not be or be deemed employees of WESTAT for any purpose, or, by virtue of this Sub-OTA, be entitled to participate in any benefits or privileges extended by WESTAT to its employees. SUB-OT AWARDDEE shall not be considered the agent of WESTAT for any purpose as expressly stated herein. SUB-OT AWARDDEE has no authority to act or make any agreements or representations on behalf of WESTAT. This Sub-OTA is not intended, and shall not be construed to create, between WESTAT and SUB-OT AWARDDEE, the relationship of principal and agent, joint ventures, co-partners or any other such relationship, the existence of which is hereby expressly denied.
- 31.7. **Time of Essence.** Time is of the essence in the performance by SUB-OT AWARDDEE of the Work and Services. SUB-OT AWARDDEE shall notify WESTAT Program Manager within two (2) business days of the need to make whatever adjustments in working hours, manpower and equipment deemed necessary to complete the Work and Services in accordance with the terms of the Prime OTA and this Sub-OTA. SUB-OT AWARDDEE shall proceed with

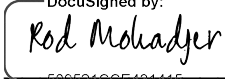
these adjustments only upon written approval by the WESTAT Program or Deputy Program Manager.

- 31.8. **Entire Agreement.** This Sub-OTA, including all Exhibits, supersedes all prior written or oral agreements and communications if any, between the Parties and constitutes the entire agreement between the Parties hereto with respect to its subject matter.

ARTICLE 32. EXECUTION OF AGREEMENT OF SUB-OTA

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized representatives as of the day and year first above written.

WESTAT, INC.

BY: DocuSigned by:

509521CCE431415...
NAME: Rod Mohadjer
TITLE: Associate Director
DATE: 11/21/2023

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

BY: Erin Woods Digitally signed by Erin Woods
Date: 2023.11.16 16:47:19
-06'00'
NAME: Erin Woods, MRA, CRA
TITLE: Assistant Vice President for
Sponsored Programs
DATE: 11/16/2023

EXHIBIT A
APPLICATION AND BUDGET

EXHIBIT B PRIME OTA FLOWDOWN CLAUSES

SUB-OTA AWARDEE agrees to flow down, as required, all applicable clauses to its lower-tier SUB-OTAs and PARTNERS.

SUB-OTA agrees that all notifications and other communications required by these clauses shall be made through WESTAT's Contractor Procurement Representative, unless this Sub-OTA specifically provides otherwise.

When any of the clauses incorporated herein by reference specify a period of time within which WESTAT is to provide any notice, information, or document to the Government, SUB-OTA AWARDEE must provide any such notice, information, or document to WESTAT within a sufficiently shorter time in order to provide WESTAT a reasonable opportunity to consider SUB-OTA AWARDEE's material and prepare its own submission before the Prime OTA deadline.

WESTAT may flow down additional provisions or clauses of the prime OTA and this Section shall also apply to such flow downs.

As appropriate, to give the Provisions accurate meaning, throughout the Provisions:

Substitute "WESTAT" for "NIH", "NHLBI/NIH", "Sponsor", "Government" or "United States."

For clauses where substitution of "WESTAT" for "NIH", "NHLBI/NIH", "Sponsor", "Government" or "Contracting Officer" would not comply with law or regulation or would render the interpretation unreasonable or conflict without another clause in this Sub-OTA, insert "and/or WESTAT" after "NIH", "NHLBI/NIH", "Sponsor", "Government" or "United States."

The requirements below are from WESTAT's Prime OTA. These are unmodified flow down requirements, many are applicable to SUB-OTA AWARDEES, and have not been modified to customize each SUB-OTA AWARDEE. Clauses deemed by SUB-OTA AWARDEE not to be applicable to SUB-OTA AWARDEE shall be considered self-deleting. Notwithstanding the foregoing, SUB-OTA AWARDEE is solely responsible to determine if the flow down provisions are applicable to its Institution.

ARTICLE V: OBLIGATION AND PAYMENT

G. Financial Records and Reports

The Awardee shall maintain adequate records to account for all funding under this Agreement. Upon completion or termination of this Agreement, whichever occurs earlier, the Awardee shall furnish to the AO a copy of any final reports specified in the SOM. The Awardee's relevant financial records are subject to examination or audit on behalf of the NHLBI/NIH by the NIH for a period not to exceed three (3) years after expiration of the term of this Agreement. The AO or designee shall have direct access to sufficient records and information of the Awardee, to ensure full accountability for all funding under this Agreement. Such audit, examination, or access shall be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party.

If any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

These record retention policies apply to both paper and electronic storage of applicable information, including electronic storage of faxes, copies of paper document, images, and other electronic media. Institutions that rely on an electronic storage system must be able to assure such a system is stable, reliable, and maintains the integrity of the information. When storing electronic images of paper documents, the system must also assure a full, complete, and accurate representation of the original, including all official approvals.

I. Audit

For purposes of this Agreement, the Awardee is deemed to be subject to the audit requirements of OMB 2 CFR 200, Subpart F-Audit Requirements, as implemented by DHHS 45 CFR Subpart F (<https://www.ecfr.gov/cgi-bin/text>)

[idx?SID=c92a1180439e91c819db8c5f87cf1f1f&node=2:1.1.2.2.1.6&rgn=div6](#)).

J. Financial Management System Standards

The Awardee must have in place accounting and internal control systems that provide for appropriate monitoring of award accounts to ensure that obligations and expenditures are reasonable, allocable, and allowable. In addition, the systems must be able to identify unobligated balances, accelerated expenditures, inappropriate cost transfers, and other inappropriate obligation and expenditure of funds, and awardees must notify the NHLBI/NIH AO when problems are identified. The Awardee's failure to establish adequate control systems constitutes a material breach of this Agreement and may result in exercise of available enforcement remedies.

K. Cost Principles

In general, this Agreement is subject to reimbursement of actual, allowable costs incurred and are expected to align with generally accepted and established federal costs principles for the entity receiving funding (e.g., academic, non-profit, for-profit).

ARTICLE VI: DISPUTES

A. General

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Article.

B. Dispute Resolution Procedures

1. Any disagreement, claim or dispute between the NHLBI/NIH and the Awardee concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Article.
2. Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable.

C. Limitation of Damages

Claims for damages of any nature whatsoever pursued under this

Agreement shall be limited to direct damages only up to the aggregate amount of the NHLBI/NIH funding disbursed as of the time the dispute arises. SUBJECT TO APPLICABLE LAW IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CLAIMS FOR CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, CLAIMS FOR LOST PROFITS, OR OTHER INDIRECT DAMAGES.

ARTICLE VII: PATENT RIGHTS

A. Allocation of Principal Rights

1. Unless the Awardee shall have notified NIH, in accordance with subparagraph B.2 below, that the Awardee does not intend to retain title, the Awardee shall retain the entire right, title, and interest throughout the world to each Subject Invention consistent with the provisions of this Article.
2. With respect to any Subject Invention in which the Awardee retains title, the Government shall have a nonexclusive, nontransferable, irrevocable, royalty-free, paid-up license to practice or have practiced on behalf of the United States the Subject Invention throughout the world.
3. With respect to any software developed, the Awardee will own the software and data developed under this award, subject to the Government's royalty-free, nonexclusive, irrevocable right to use, disclose, reproduce, post, link to, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so anywhere in the world. In addition, technical solutions and methods developed under this solicitation will remain the property of the Awardee, who may freely use them for their own commercial purposes, subject to a nonexclusive, nontransferable, irrevocable, royalty-free, paid-up license to the Government to practice, or have practiced for or on its behalf, the inventions, technical solutions and methods throughout the world.

B. Invention Disclosure, Election of Title, and Filing of Patent Application

1. The Awardee shall disclose each Subject Invention to NIH within four (4) months after the inventor discloses it in writing to his/her personnel responsible for patent matters. The disclosure to the NIH shall be in the form of a written report and shall identify the Agreement and circumstances under which the Invention was

made and the identity of the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the Invention. The disclosure shall also identify any publication, sale, or public use of the invention and whether a manuscript describing the Invention has been submitted and/or accepted for publication at the time of disclosure.

2. If the Awardee determines that it does not intend to retain title to any such Invention, the Awardee shall notify NIH, in writing. However, in any case where publication, sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice may be shortened by NIH to a date that is no more than sixty (60) calendar days prior to the end of the statutory period.
3. The Awardee shall file its initial patent application on a Subject Invention to which it elects to retain title within one (1) year after election of title or, if earlier, prior to the end of the statutory period wherein valid patent protection can be obtained in the United States after a publication, or sale, or public use. The Awardee may elect to file patent applications in additional countries, including the European Patent Office and the Patent Cooperation Treaty, within either ten (10) months of the corresponding initial patent application or six (6) months from the date permission is granted by the Commissioner for Patents to file foreign patent applications, where such filing has been prohibited by a Secrecy Order.
4. The Awardee shall notify the NIH of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceedings on a patent, in any country, not less than thirty (30) calendar days before the expiration of the response period required by the relevant patent office.
5. Requests for extension of the time for disclosure election, and filing under Article VII, may be granted at NIH's discretion after considering the circumstances of the Awardee and the overall effect of the extension.
6. The Awardee shall submit to the NIH annual listings of Subject Inventions. At the completion of the Agreement, the Awardee shall

submit a comprehensive listing of all subject inventions identified during the course of the Agreement and the current status of each.

C. Conditions When the NIH May Obtain Title

Upon the NIH's written request, the Awardee shall convey title to any Subject Invention to the NIH under any of the following conditions:

1. If the Awardee fails to disclose or elects not to retain title to the Subject Invention within the times specified in Paragraph B of this Article;
2. In those countries in which the Awardee fails to file patent applications within the times specified in Paragraph B of this Article; however, if the Awardee has filed a patent application in a country after the times specified in Paragraph B of this Article, but prior to its receipt of the written request by NIH, the Awardee shall continue to retain title in that country; or
3. In any country in which the Awardee decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a Subject Invention.

D. Minimum Rights to the Awardee and Protection of the Awardee's Right to File

1. The Awardee shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the NIH obtains title, except if the Awardee fails to disclose the Subject Invention within the times specified in Paragraph B of this Article. The Awardee's license extends to its domestic subsidiaries and affiliates, including Canada, if any, and includes the right to grant licenses of the same scope to the extent that the Awardee was legally obligated to do so at the time the Agreement was awarded. Any extension of the Awardee's license to its subsidiaries and affiliates that are based outside the United States must comply with all export control laws and other federal laws that may apply. The license is transferable only with the approval of the NIH, except when transferred to the successor of that part of the business to which the Subject Invention pertains. The NIH approval for license transfer shall not be unreasonably withheld.
2. The Awardee's domestic license may be revoked or modified by

the NIH to the extent necessary to achieve expeditious Practical Application of the Subject Invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 C.F.R. Part 404.

3. This license shall not be revoked in that field of use or the geographical areas in which the Awardee has achieved Practical Application and continues to make the benefits of the Subject Invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of NIH to the extent the Awardee, its licensees, or the subsidiaries or affiliates have failed to achieve Practical Application in that foreign country.
4. Before revocation or modification of the license, the NIH shall furnish the Awardee a written notice of its intention to revoke or modify the license, and the Awardee shall be allowed thirty (30) calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

E. Action to Protect the NIH's Interest

1. The Awardee agrees to execute or to have executed and promptly deliver to NIH all instruments necessary to (i) establish or confirm the rights the NIH has throughout the world in those Subject Inventions to which the Awardee elects to retain title, and (ii) convey title to NIH when requested under Paragraph C of this Article and to enable the NIH to obtain patent protection throughout the world in that Subject Invention.
2. The Awardee agrees to require by written agreement with its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Awardee each Subject Invention made under this Agreement in order that the Awardee can comply with the disclosure provisions of Paragraph B of this Article. The Awardee shall instruct employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to United States or foreign statutory bars.
3. The Awardee shall include, within the specification of any United States patent application and any patent issuing thereon

covering a subject invention, the following statement:

This invention was made with NIH support under Agreement OT2HL158287, awarded by NIH. The NIH has certain rights in the invention.

F. RESERVED

G. Reporting on Utilization of Subject Inventions

1. The Awardee agrees to submit, during the term of the Agreement, an annual report on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by the Awardee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Awardee. The Awardee also agrees to provide additional reports as may be requested by the NIH in connection with any march-in proceedings undertaken by the NIH in accordance with Paragraph I of this Article. The NIH agrees it shall not disclose such information to persons outside the NIH without permission of the Awardee, unless required by law.
2. All required reporting shall be accomplished, to the extent possible, using the i-Edison reporting website: <https://s-edison.info.nih.gov/iEdison/>. To the extent any such reporting cannot be carried out by use of i-Edison, reports and communications shall be submitted to the AO.

H. Preference for American Industry

Notwithstanding any other provision of this clause, the Awardee agrees that it shall not grant to any person the exclusive right to use or sell any Subject Invention in the United States unless such person agrees that any product embodying the Subject Invention or produced through the use of the subject invention shall be manufactured substantially in the United States. However, in individual cases, the requirements for such an agreement may be waived by the NIH upon a showing by the Awardee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

I. March-in Rights

The Awardee agrees that, with respect to any Subject Invention in which it has retained title, the NIH has the right to require the Awardee, an assignee, or exclusive licensee of a Subject Invention to grant a non-exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Awardee, assignee, or exclusive licensee refuses such a request, the NIH has the right to grant such a license itself if the NIH determines that:

1. Such action is necessary because the Awardee or assignee has not taken effective steps, consistent with the intent of this Agreement, to achieve Practical Application of the Subject Invention;
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Awardee, assignee, or their licensees;
3. Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the Awardee, assignee, or licensees; or
4. Such action is necessary because the agreement required by Paragraph H of this Article has not been obtained or waived or because a licensee of the exclusive right to use or sell any Subject Invention in the United States is in breach of such Agreement.

J. Background Inventions

Background Invention means any Invention in which the Awardee has retained title that (1) was not conceived or first actually reduced to practice in the performance of work under this Agreement and (2) was developed at private expense, either exclusively or partially. The NIH recognizes that Background Inventions may be vital to the Awardee's commercial success and business interests. At the same time, the NIH may need to obtain certain limited rights in Background Inventions in order to make effective use of work products and intangible property delivered or otherwise made available to the Government under this Agreement. In order to balance these interests and distinguish between Background Inventions and Subject Inventions, the Parties agree to the following:

1. With respect to any Background Invention incorporated into work products delivered or otherwise made available to the Government under this Agreement, the NIH shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or

otherwise use the work for any Government purpose, and to authorize others to do so.

2. Incorporated into this Agreement as Attachment 3, the Awardee has disclosed in good faith a table of asserted Background Inventions that identifies for each Background Invention a minimum of the following:
 - a. The US Patent or patent application covering the Background Invention; and
 - b. The work products to be delivered under this Agreement that incorporate the Background Invention.
3. Any Invention arising under this Agreement or incorporated into work products delivered or otherwise made available to the Government under this Agreement shall be considered a Subject Invention if such Invention has not been asserted by the Awardee to be a Background Invention in Attachment 3.
4. In addition to the assertions made at the time of the execution of this Agreement, other asserted Background Inventions may be identified and added to Attachment 3 after award via mutual agreement of the Parties when based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the NIH's decision to execute this Agreement.

ARTICLE VIII: DATA RIGHTS

Allocation of Principal Rights

1. The Parties agree that in consideration for NIH/NHLBI funding, the Awardee intends to reduce to Practical Application items, components and processes developed under this Agreement.
2. With respect to any Subject Invention in which the Awardee retains title, the Government shall have a nonexclusive, nontransferable, irrevocable, royalty-free, paid-up license to practice or have practiced on behalf of the United States the Subject Invention throughout the world.
3. With respect to Data delivered pursuant to Attachment 1 under the Agreement, the NIH/NHLBI shall receive Unlimited Rights. Notwithstanding the provision in A.4, the Awardee agrees, with respect to Data generated or developed under this Agreement, the NIH/NHLBI may, within three years after completion or termination of this Agreement, require delivery of Data and the Government

shall have Unlimited Rights in such Data.

4. March-In Rights

- a. In the event the NIH chooses to exercise its March-in Rights, as defined in Article VII, Section I of this Agreement, the Awardee agrees, upon written request from the NIH, to deliver at no additional cost to the NIH, all Data necessary to achieve Practical Application within sixty (60) calendar days from the date of the written request. The NIH shall retain Unlimited Rights, as defined in Article I, Section B of this Agreement, to this delivered Data.
- b. To facilitate any potential deliveries, the Awardee agrees to retain and maintain in good condition until three years after completion or termination of this Agreement, all Data necessary to achieve Practical Application of any Subject Invention as defined in Article I, Section B of this Agreement.

Marking of Data

Pursuant to Paragraph A above, any Data delivered under this Agreement shall be marked with the following legend:

The Government may use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly this Data, in any manner and for any purpose, and to have or permit others to do so.

Background Data

Background Data means any Data, Technology, or Know-How in which the Awardee holds rights of ownership as recognized by U.S. law as an intellectual creation which (1) was not reduced to Practical Application under this Agreement and (2) was developed at private expense, either exclusively or partially. The NIH recognizes that Background Data may be vital to the Awardee's commercial success and business interests. At the same time, the NIH may need to obtain certain limited rights in Background Data in order to make effective use of work products delivered or otherwise made available to the Government under this Agreement. In order to balance these interests and distinguish between Background Data and Data generated or developed under this Agreement, the Parties agree to the following:

5. With respect to any Background Data incorporated into work products delivered under this Agreement, the NIH shall have a royalty-free, nonexclusive and irrevocable right to reproduce,

publish, or otherwise use the work for any Government purpose, and to authorize others to do so.

6. Incorporated into this Agreement as Attachment 3, the Awardee has identified and asserted in good faith a table of all Background Data to be furnished to the Government with restrictions on use, release, or disclosure. This table of asserted Background Data should include the following information for each item of Background Data:
 - a. Background Data to be Furnished with Restrictions. The Awardee should identify the Background Data or enter "none" when all Background Data will be submitted without restrictions;
 - b. Basis for Assertion. Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, the Awardee should enter the specific basis for asserting restrictions;
 - c. Asserted Rights Category. Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses);
 - d. Name of Person/Entity Asserting Restrictions. The Awardee should identify the corporation, individual, or other person, as appropriate.
7. The Government shall have Unlimited Rights in any Data, Technology, or Know-How arising under this Agreement or incorporated into work products delivered or otherwise made available to the Government under this Agreement unless the Awardee has identified and asserted the Data, Technology, or

Know-How as Background Data in Attachment 3.

8. In addition to the assertions made at the time of the execution of this Agreement, other asserted Background Data may be identified and added to Attachment 3 after award via mutual agreement of the Parties when based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the NIH's decision to execute this Agreement.

ARTICLE X: APPLICABLE STATUTES AND REGULATIONS

The Awardee agrees to comply with federal laws and regulations that are applicable to the performance of work outlined in the SOM. These include, but are not limited, to the following:

A. Civil Rights Act

This Agreement is subject to the compliance requirements of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d) relating to nondiscrimination in Federally assisted programs. The Awardee has signed an Assurance of Compliance with the nondiscriminatory provisions of the Act (<https://www.hhs.gov/civil-rights/index.html>).

B. Federal Information Security Management Act

The Awardee's information systems, electronic or hard copy, which contain Federal data need to be protected from unauthorized access consistent with the Federal Information Security Management Act (FISMA) (https://grants.nih.gov/grants/policy/nihgps/html5/section_4/4.1.9_federal_information_security_management_act.htm).

C. Harassment and Discrimination Protections

The awardee certifies the commitment to:

- (i) Ensuring that proper policies, procedures, and oversight are in place to prevent discriminatory harassment and other discriminatory practices;
- (ii) Responding appropriately to allegations of discriminatory practices; and
- (iii) Adopting and following institutional procedure for requesting NIH prior approval of a change in the status of the Program Director/Principal Investigator (PD/PI) or other senior/key personnel if administrative or disciplinary action

is taken that impacts the ability of the PD/PI or other key personnel to continue his/her role on the NIH award (<https://www.nih.gov/anti-sexual-harassment/nih-awardee-organizations-those-who-work-there>).

D. Salary Cap

The awardee certifies that each individual on the award may not exceed the NIH Salary Cap (https://grants.nih.gov/grants/policy/salcap_summary.htm).

E. No Individuals or Entities on OTA Debarred or Suspended from Receiving Federal Funds

The awardee certifies that no individuals or entities on this Award are debarred or suspended from receiving Federal funds (<https://www.gsa.gov/about-us/organization/office-of-governmentwide-policy/office-of-acquisition-policy/gsa-acq-policy-integrity-workforce/suspension-debarment-division/suspension-debarment/frequently-asked-questions-suspension-debarment> & https://grants.nih.gov/grants/policy/nihgps/html5/section_4/4.1.6_debarment_and_suspension.htm).

F. Prohibited Telecommunications Equipment and Services

Pursuant to Public Law 115-232, Section 889, the Awardee certifies and agrees that no Federal funds issued under this award will be expended to 1) procure or obtain; 2) extend or renew an existing award; or 3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and other entities described in NIH Notice NOT-OD-21-041. (<https://grants.nih.gov/grants/guide/notice-files/NOT-OD-21-041.html>)

ARTICLE XI: INFORMATION SHARING

A. Public Release or Dissemination of Information

1. A copy of materials intended for disclosure by Awardee shall be submitted to the NHLBI/NIH not less than thirty (30) days prior to Awardee's release for publication or other dissemination. In the event the NIH determines Confidential Information (as defined in Article F below) is included in the publication or other material, the

NHLBI/NIH shall immediately notify Awardee and publication or disclosure will be withheld (a) for a period not to exceed sixty (60) days to permit preparation and filing of appropriate patent application(s), or (b) until a patent application thereon has been prepared and filed, or (c) until Awardee and the NIH mutually agree in writing that no patent application(s) shall be prepared or filed, whichever of (a), (b), or (c) is earlier in time. In the event the NIH determines within the thirty (30) day review period that Awardee's proposed publication or other dissemination of information includes Confidential Information and notifies Awardee of this, Awardee agrees to delete such Confidential Information before release of the material intended for publication or other dissemination. NIH will be acknowledged in Awardee's publications unless the NIH desires otherwise and so advises Awardee in writing.

2. The Awardee shall submit all proposed public releases for review and approval. The NHLBI/NIH shall coordinate with the Awardee prior to any public release. Public releases include press releases, specific publicity or advertisement, and publication or presentation, but exclude those relating to the open sourcing or licensing, sales or other commercial exploitation of products, services or technologies. In addition, articles for publication or presentation will contain a statement on the title page worded substantially as follows:

This research was, in part, funded by the National Institutes of Health (NIH) Agreement OT2HL158287. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressed or implied, of the NIH.

B. NIH Public Access Policy

Awardees are expected to fully comply with the NIH Public Access Policy, which ensures that the public has access to the published results of NIH-funded research at the NIH National Library of Medicine PubMed Central (PMC) (www.pubmedcentral.nih.gov). Awardees must submit (or have submitted for them) to PMC an electronic version of the final, peer-reviewed manuscript upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication.

C. Sharing Research Resources

NIH considers the sharing of research resources (also called research tools) an important means to enhance the value of NIH-sponsored research. Restricting the availability of unique resources can impede the advancement of further research. Therefore, when these resources are developed with the NIH funds and the associated research findings have been accepted for publication, or after they have been provided to the NIH, it is important that they be made readily available for research purposes to qualified individuals within the scientific community and the public. NIH is responsible for overseeing resource sharing policies and for assessing the appropriateness and adequacy of any proposed resource sharing plans (<https://grants.nih.gov/policy/sharing.htm>).

D. Data Sharing Policy

Sharing research data supports the NIH mission and facilitates the translation of research results into knowledge, products, and procedures that improve human health. The NIH endorses the sharing of final research data to serve these and other important scientific goals and expects and supports the timely release and sharing of final research data from the NIH-supported studies for use by other researchers. In addition, genomic data must be shared in accordance with the NIH Genomic Data Sharing Policy (<https://osp.od.nih.gov/scientific-sharing/genomic-data-sharing/>).

E. Human Subject Data Sharing

The NIH recognizes that data sharing may be complicated or limited, in some cases, by organizational policies, and local, state and federal laws and regulations, including the HIPAA Privacy Rule (<https://www.hhs.gov/hipaa/for-professionals/privacy/index.html>). The rights and privacy of individuals who participate in the NIH-sponsored research must be protected at all times. Thus, data intended for broader use should be free of identifiers that would permit linkages to individual research participants and variables that could lead to deductive disclosure of the identity of individual subjects. Awardees must exercise great care to ensure that resources involving human cells or tissues do not identify original donors or subjects, directly or through identifiers such as codes linked to the donors or subjects.

Organizations that believe they will be unable to meet these data sharing expectations at any time following execution of this Agreement should promptly contact the AO to discuss the circumstances, obtain information that might enable them to share data, and reach an

understanding. Also important is compliance with human subjects requirements that apply to the use and sharing of human data (e.g., 45 CFR 46, Article XIII (<https://www.hhs.gov/ohrp/regulations-and-policy/regulations/common-rule/index.html>)).

F. Protection of Information

1. The Parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement. The Parties agree to use commercially reasonable efforts (or for the Government, the equivalent level of care) to safeguard the confidentiality of each other's or a Participant's confidential, proprietary, or commercially sensitive information if clearly identified as such when received pursuant to this Agreement. The recipient Party agrees not to disclose confidential, proprietary, or commercially sensitive information to anyone, nor to use it for any purpose other than to carry out his/her designated role in pursuant to this Agreement, except as required by law or a court of competent jurisdiction.
2. This restriction on disclosure and use of confidential information survives the recipient Party's withdrawal or termination from this Agreement for five (5) years, unless required by law to be protected for a longer period. The previously stated obligations of confidentiality do not apply to any information that:
 - a. becomes a matter of public knowledge by means other than a wrongful act, omission or fault of the recipient Party, its employees, or agents;
 - b. is rightfully received from a third party without restriction;
 - c. is approved for release by the submitting Party; or
 - d. is disclosed pursuant to a court order or as required by law.
3. Disclosure in breach of this Article may result in irreparable harm to the party whose confidential information has been disclosed, for which monetary damages alone may not be an adequate remedy. An aggrieved party shall have the right to seek an immediate injunction enjoining breach of this provision, in addition to all other remedies to which it may also be entitled.

ARTICLE XIII: HUMAN SUBJECTS RESEARCH

Should the Awardee become engaged in human subjects research under this Agreement, the Awardee shall comply with the terms of Article XIII.

A. Human Subjects Protections

The Awardee must obtain Federal Wide Assurance (FWA) from the DHHS Office for Human Research Protections (OHRP) (<https://www.hhs.gov/ohrp/register-irbs-and-obtain-fwas/fwas/fwa-protection-of-human-subject/index.html>), and comply with 45 CFR 46 (<https://www.hhs.gov/ohrp/regulations-and-policy/regulations/45-cfr-46/index.html>), and, as applicable, any relevant FDA regulations (e.g., 21 CFR 11, 50, 54, 56, 312, and 812) (<https://www.fda.gov/medical-devices/medical-device-databases/code-federal-regulations-title-21-food-and-drugs>) governing the protection of human subjects and the conduct, management, and oversight of clinical trials. The Awardee shall provide to the AO evidence of an active FWA prior to the commencement of any human subject research activities contemplated under this Agreement. Further, Awardee must comply with all applicable laws and regulations relating to the privacy and confidentiality of human subjects.

B. Institutional Review Board Requirements

The Awardee agrees to provide a certification to the AO that the research application has been approved by an appropriate Institutional Review Board (IRB), consistent with 45 CFR 46 and OHRP guidance. IRB approval must have been granted within 12 months before the execution of this Agreement to be valid.

Note that the NIH requires the date of final IRB approval; conditional IRB approval is not sufficient.

Consistent with the NIH Single IRB Policy for Multi-site Research (<https://grants.nih.gov/policy/humansubjects/single-irb-policy-multi-site-research.htm>), the Awardee also agrees that all sites participating in a multi-site study will rely on a single Institutional Review Board (sIRB) to carry out the functions that are required for institutional compliance with IRB review set forth in the HHS regulations at 45 CFR 46. Although IRB ethical review at a participating site would be counter to the intent and goal of this provision, this provision does not prohibit any participating site from duplicating the sIRB. The Awardee furthermore agrees to comply with the NHLBI Guidelines for Consent Forms in Multicenter Clinical Studies (<https://www.nhlbi.nih.gov/grants-and-training/policies-and-guidelines/nhlbi-guidelines-for-consent-forms-in-multicenter-clinical-studies>).

C. FDA Investigational New Drug (IND) and Investigational Device Exemption (IDE) Requirements

To be eligible for NIH funding, the Awardee agrees that clinical research involving investigational drugs and devices, or other products regulated by the FDA, must comply with all applicable FDA requirements (<https://www.fda.gov/science-research/clinical-trials-and-human-subject-protection/fdas-role-clinicaltrials.gov-information>), including those for INDs, IDEs, and human subjects protections. Among other provisions, FDA regulations for human subjects protections are published in 21 CFR Parts 50 and 56 with additional standards found in Parts 312 and 812 (<https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfcfr/cfrsearch.cfm>).

The Awardee is ultimately responsible to the NIH for ensuring compliance with the applicable requirements for protection of human subjects, including compliance with FDA's requirements.

As specified in the list below, the NIH must be alerted by the Awardee regarding certain significant communications with FDA concerning a study subject to FDA regulations, such as those clinical trials involving an Investigational New Drug (IND) or Investigational Device Exemption (IDE). The Awardee (either the PD/PI, ABO, or another person acting on behalf of the Awardee) must report to the NHLBI SPD and AO within 72 hours of receiving a copy of, or upon being informed of, the FDA communication, whichever occurs first. This notification requirement applies to any of the following communications from FDA to the sponsor of the IND or IDE:

- Warning letters (whether sent to the recipient or to the commercial sponsor);
- Notices of Initiation of Disqualification Proceedings and Opportunity to Explain;
- Notice of Opportunity for Hearing;
- Notice of Disqualification;
- Consent Agreements; and
- Clinical hold letters that pertain to breaches of good manufacturing practices, good clinical practices, or other major issue requiring significant changes in the protocol.

The notification should be made writing at a minimum, but also may be done by telephone if a written notice would delay the notification. The written notification should include a statement of

the action taken or contemplated and the assistance needed to resolve the situation.

D. ClinicalTrials.gov Requirements and Food and Drug Administration Amendments Act

The Awardee shall ensure that any clinical trial funded under this Agreement is registered at, and that summary results information is submitted to, ClinicalTrials.gov for public posting (<https://clinicaltrials.gov/>). The Awardee should familiarize itself with the requirements regarding ClinicalTrials.gov, including the authorizing statute, as amended (42 U.S.C. 282(j), also known as Sec. 801 of Public Law 110-85 (the FDA Amendments Act of 2007 or FDAAA)), the implementing regulations (42 CFR Part 11), and the NIH Policy on the Dissemination of the NIH-Funded Clinical Trial Information. In particular, the Awardee should be aware that if an applicable clinical trial is funded in whole or in part pursuant to this Agreement, any progress report shall include a certification that the Responsible Party has made all required submissions to ClinicalTrials.gov. Additionally, in general, results of applicable clinical trials are due not later than 12 months after the primary completion date. If this date occurs after the completion or termination of this Agreement, results reporting is still required in accordance with FDAAA and 42 CFR Part 11 (<https://www.ecfr.gov/cgi-bin/text-idx?SID=e617ec4da22678f934787ed565bbaa5a&mc=true&node=pt42.1.11&rgn=div5>).

E. Reporting of Unanticipated Problems

Consistent with HHS regulations, the Awardee agrees to have written procedures for ensuring prompt reporting to the NIH, as the funding agency, of any unanticipated problem involving risks to subjects or others or any serious or continuing noncompliance with 45 CFR 46 or IRB requirements (45 CFR 46.103(b)(5)). Further, any IRB suspension or termination of approval must include a statement of the reasons for the IRB's action and must be reported promptly to the NIH (45 CFR 46.113).

In addition, the Awardee agrees to comply with the NHLBI Adverse Event and Unanticipated Problem Reporting Policy (<https://www.nhlbi.nih.gov/grants-and-training/policies-and-guidelines/nhlbi-adverse-event-and-unanticipated-problem-reporting-policy>), which expands upon the NIH policy.

F. Good Clinical Practice Training

Awardee employees or agents who are involved in the conduct, oversight, or management of clinical trials shall be trained in Good Clinical Practice, consistent with principles of the International Conference on Harmonisation E6 (R2) (<https://www.fda.gov/regulatory-information/search-fda-guidance-documents/e6r2-good-clinical-practice-integrated-addendum-ich-e6r1>).

G. Certificates of Confidentiality

Section 301(d) of the PHS Act, as amended by Section 2012 of the 21st Century Cures Act, P.L. 114-255, states that the Secretary shall issue Certificates of Confidentiality (Certificates) to NIH funded investigators or institutions engaged in biomedical, behavioral, clinical, or other research activities in which identifiable, sensitive information is collected. Awardees that conduct biomedical, behavioral, clinical, or other research that collects or uses identifiable, sensitive information are deemed to be issued a Certificate. The Awardee is therefore required to protect the privacy of individuals who are subjects of such research in accordance with subsection 301(d) of the Public Health Service Act. Certificates issued in this manner will not be issued as a separate document (<https://www.hhs.gov/ohrp/regulations-and-policy/guidance/certificates-of-confidentiality/index.html>).

H. Data and Safety Monitoring

The Awardee agrees to comply with the NIH Policy for Data and Safety Monitoring (<https://grants.nih.gov/grants/guide/notice-files/not98-084.html>), which requires oversight and monitoring of all NIH-conducted or -supported human biomedical and behavioral intervention studies (clinical trials) to ensure the safety of participants and the validity and integrity of the data. All NIH funded clinical trials require a Data and Safety Monitoring Plan and that monitoring should be commensurate with risk. Data and Safety Monitoring Boards (DSMBs) are specifically required for multi-site clinical trials with interventions that entail risk(s) to participants. DSMBs are generally required for Phase III clinical trials.

A DSMB will be required for Phase I, Phase II or Phase III clinical trials if:

1. The clinical trial is blinded;
2. The clinical trial involves high risk intervention(s); or
3. The clinical trial includes vulnerable population(s).

In addition, the Awardee agrees to comply with the NHLBI Policy for Data and Safety Monitoring of Extramural Clinical Studies

(<https://www.nhlbi.nih.gov/grants-and-training/policies-and-guidelines/nhlbi-policy-data-and-safety-monitoring-extramural-clinical-studies>), which expands upon the NIH policy. NHLBI reserves the right to designate a DSMB.

I. eConnect and Milestone Tracking

The NHLBI utilizes a reporting system, eConnect, for both Clinical Trial Milestones and Participate Enrollment/Milestone Accrual. eConnect utilizes the existing Electronic Research Administration (eRA) logon system and current institutional accounts so no Authorized Organizational Representative or Principal Investigator will be required to create new accounts with the NHLBI. The system is designed to facilitate NHLBI monitoring traditionally accomplished through standard paper submissions for Quarterly/Annual Reporting of Patient Recruitment per the NHLBI Milestones Policy (<https://www.nhlbi.nih.gov/grants-and-training/policies-and-guidelines/accrual-of-human-subjects-milestones-policy>) as well as the reporting of Clinical Trial Milestones negotiated on this award. The NHLBI encourages the Awardee to report when milestones are achieved through eConnect as well as report on a quarterly basis recruitment that has occurred under this award.

J. Data Sharing

The NHLBI has supported data collection from NHLBI-funded awardees for numerous clinical trials and epidemiologic studies. Data from these well-characterized studies constitute an important scientific resource for heart, lung, and blood related research. It is the view of the NHLBI that the full value of data can only be realized if they are made available in a timely manner for use by other researchers. The Awardee therefore agrees to comply with the NHLBI Policy for Data Sharing from Clinical Trials and Epidemiological Studies (<https://www.nhlbi.nih.gov/grants-and-training/policies-and-guidelines/nhlbi-policy-for-data-sharing-from-clinical-trials-and-epidemiological-studies>) and, furthermore, agrees to submit certain data sets to the NHLBI Data Repository consistent with the NHLBI's Guidelines for Preparing Clinical Study Data Sets for Submission to the NHLBI Data Repository (<https://www.nhlbi.nih.gov/grants-and-training/policies-and-guidelines/guidelines-for-preparing-clinical-study-data-sets-for-submission-to-the-nhlbi-data-repository>). With respect to the data set submission requirements and release schedule identified in the NHLBI Policy for Data Sharing from Clinical Trials and Epidemiological Studies (<https://www.nhlbi.nih.gov/grants-and-training/policies-and-guidelines/nhlbi-policy-for-data-sharing-from-clinical-trials-and-epidemiological-studies>).

epidemiological-studies), the Awardee agrees to accelerated data set submission and release timeframes to be specified in the Statement Office Milestones (SOM) and any modifications to the SOM.

ARTICLE XIV: ANIMAL WELFARE

Should the Awardee become engage in animal subjects research under this Agreement, the Awardee shall comply with the terms of Article XIV.

The Awardee agrees to comply with the PHS Policy on Humane Care and Use of Laboratory Animals (<https://www.nal.usda.gov/awic/final-rules-animal-welfare-9-cfr-parts-1-2-and-3>).

The PHS Policy requires that the Awardee obtain an approved Animal Welfare Assurance on file with the Office of Laboratory Animal Welfare (OLAW) (<https://olaw.nih.gov/home.htm>) at the time of award for research or related activities using live vertebrate animals. The PHS Policy defines "animal" as any live, vertebrate animal used or intended for use in research, research training, experimentation, biological testing or related purposes. The Awardee must establish appropriate policies and procedures to ensure the humane care and use of animals, and bears ultimate responsibility for compliance with the PHS Policy in all PHS supported activities.

The PHS Policy incorporates the U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training, and requires the recipient to maintain an animal care and use program based on the Guide for the Care and Use of Laboratory Animals. An Institutional Animal Care and Use Committee (IACUC) (<https://olaw.nih.gov/resources/tutorial/iacuc.htm>) appointed by the Chief Executive Officer or designee, is federally mandated to oversee the institution's animal program, facilities, and procedures (Public Law 99-158, Sec. 495) (<https://www.congress.gov/public-laws/>).

Applications from organizations proposing the use of animals are incomplete if they do not thoroughly address the use of vertebrate animals required in the Research Plan of the application. If the involvement of animals is indefinite at the time of application, the applicant should provide an explanation and indicate when it is anticipated that animals will be used. If an award is made, prior to conducting any animal activities the recipient must submit to the NIH awarding IC for prior approval the detailed information about the use of animals as required in the Research Plan of the application, and meet the Assurance and IACUC approval requirements of the PHS Policy.

The NIH funds may not be used to procure or support the use of cats from USDA Class B dealers. The procurement of cats may only be from USDA Class A dealers or other approved legal sources.

The NIH funds may not be used to procure or support the use of dogs from Class B dealers. Dogs used in NIH-supported research may only be from USDA Class A dealers or other approved legal sources.

The NIH funds may not be used for activities with live vertebrate animals unless there is a valid Animal Welfare Assurance and IACUC approval of the activity.

The PHS Policy does not supersede applicable State or local laws or regulations that impose more stringent standards for the care and use of animals in research. The Awardee agrees to comply, as applicable, with the regulations (9 CFR, Part 2, Subparts A and C) issued by the U.S. Department of Agriculture under the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and other Federal statutes and regulations relating to animals.

1. Animal Welfare Assurance Requirements

An Animal Welfare Assurance is the document submitted by an institution assuring institutional compliance with the PHS Policy. OLAW is responsible for requesting, negotiating, approving or disapproving, and, as necessary, restricting or withdrawing approval of Assurances.

If the Awardee does not have an Animal Welfare Assurance, the Authorized Organization Representative's signature on the application constitutes declaration that the institution will submit an Assurance when requested by OLAW. Upon such request, the Awardee shall prepare the Assurance as instructed by OLAW and in accordance with the PHS Policy, and the authorized IACUC shall review those components of the application related to the care and use of animals. The NHLBI/NIH funds may not be used for activities with live vertebrate animals in the absence of a valid Assurance on file with OLAW (<https://olaw.nih.gov/home.htm>).

If the Awardee does not have an Assurance and the animal activities will be conducted at an Assured institution named as a performance site, the Awardee must obtain an Inter-institutional Assurance from OLAW. Under the Inter-institutional Assurance, the recipient and

performance site agree that the research will be conducted under the auspices and program of animal care and use of the performance site's Assurance.

2. Verification of IACUC Approval

The NHLBI/NIH funds may not be used for activities involving live vertebrate animals until the Awardee and all performance sites are operating in accordance with approved Animal Welfare Assurances and the Awardee has provided the AO with verification of IACUC approval of those sections of the application that involve use of vertebrate animals. IACUC approval must have been granted within three (3) years of the budget period start date to be valid; however, IACUCs may determine that continuing review on a more frequent basis is appropriate. The Awardee is responsible for ensuring that the research conducted is congruent with any corresponding protocols approved by the IACUC (<https://olaw.nih.gov/resources/tutorial/iacuc.htm>).

3. Consortiums

The Awardee is responsible for including the PHS Policy requirements in its agreements with collaborating organizations, and for ensuring that all sites engaged in research involving the use of live vertebrate animals have an approved Animal Welfare Assurance and that the activity has valid IACUC approval. The approval of more than one IACUC is not required if the Awardee and performance site(s) have Assurances; the institutions may exercise discretion in determining which IACUC reviews research protocols and under which institutional program the research will be conducted.

4. Foreign Recipients and Foreign Performance Sites

Foreign Awardees must provide OLAW with an Animal Welfare Assurance for Foreign Institutions. This constitutes institutional assurance and certification of compliance with the applicable laws, regulations, and policies of the jurisdiction in which the research will be conducted, and a commitment to follow the International Guiding Principles for Biomedical Research Involving Animals. IACUC approval is not required of foreign Awardees; however, OLAW encourages foreign Awardees to use the standards in the Guide for the Care and Use of Laboratory Animals (<https://olaw.nih.gov/resources/documents/foreign.htm>).

When the Awardee is a domestic institution and performance sites are foreign (i.e., domestic Awardee with a foreign component), PHS Policy requirements are applicable. Accordingly, the Awardee remains responsible for animal activities conducted at the foreign site and must provide verification of IACUC approval (i.e., certification that the activities as conducted at the foreign performance site are acceptable to the Awardee). The Awardee IACUC may accept, as its own, the approval of a foreign organization's IACUC; however, the Awardee IACUC remains responsible for the review. Additionally, the foreign site must obtain an Animal Welfare Assurance for Foreign Institutions as described in the preceding paragraph.

5. Reporting to OLAW

Reporting requirements under the PHS Policy include an annual report to OLAW describing any change in the institution's program for animal care and use as described in the Assurance, changes in IACUC membership, and the dates the IACUC conducted its semiannual evaluations of the institution's program and facilities. The IACUC, through the institutional official signing the Assurance, must promptly report any serious or continuing noncompliance with the PHS Policy, serious deviations from the Guide for the Care and Use of Laboratory Animals, and any IACUC suspensions.

Instances of serious noncompliance with section IV.F.3. of the PHS Policy, such as those mentioned above, are to be reported to OLAW and the AO and SPD. In cases where charges have been made for unauthorized animal activities, appropriate adjustments must be made to remove those charges.

The Awardee agrees to continue to maintain and care for animals during periods when animal activities are conducted in the absence of a valid Animal Welfare Assurance and/or IACUC approval. The NHLBI/NIH funds may be used for maintenance and care of animals on a case-by-case basis. Consultation with the AO and SPD is encouraged regarding questions concerning this issue.

EXHIBIT C
SUB-OT AWARDEE REPRESENTATIONS, CERTIFICATIONS

Please include the SAM Screen Shot that SUB-OT AWARDEE is not Excluded and is Active and provide your UEI# E4Z2NUYUMHF9_____

Showing 1 - 1 of 1 results			Relevance ▼
Texas Tech University Health Sciences Center ● Active Registration			Entity
Unique Entity ID E4Z2NUYUMHF9	CAGE Code 0Y164	Physical Address 3601 4th Street, Lubbock, TX 79430 USA	Expiration Date Feb 10, 2024
			Purpose of Registration All Awards
Results per page			



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Fiscal Responsibility
Department: Planning and Development Services
Contact Person: Emily Koller, Director of Planning and Development Services

Agenda Caption: CONSIDER APPROVAL - INTERLOCAL AGREEMENT AMENDMENT FOR NEIGHBORHOOD PLANNING

This item considers approving an amendment to the Interlocal Agreement for Neighborhood Planning between Potter County and the City of Amarillo.

Agenda Item Summary: The City and Potter County collaborated in 2016 to fund and support a new Neighborhood Planning Initiative through an interlocal agreement to facilitate planning and community development in “older distressed neighborhoods.” The agreement established the Neighborhood Planning Oversight Committee with two council members and two county commissioners. The committee’s purpose is to:

- Guide planning processes and implementation efforts; and,
- Oversee allocation of funds.

The agreement was evaluated in 2023 by the Neighborhood Planning Oversight Committee. The amendment clarifies the funding sources and provides future direction for staff and Recognized Neighborhood Associations on how those funds are to be spent.

The agreement continues automatically but requires annual review by the entities and either the County or City can terminate with a 30-day written notice to the other party.

The new members of the Neighborhood Planning Oversight Committee have reviewed and recommended the changes in the amended agreement. It will be presented to the Potter County Commissioner's Court for approval.

Requested Action: Approval of the amendment to the Interlocal Agreement for Neighborhood Planning.

Funding Summary: The updated agreement states that the City contributes \$60,000 (\$240,000 total) per neighborhood plan area annually and the County contributes \$75,000 annually.

Community Engagement Summary: The plans are developed with extensive community engagement and neighborhood leadership attend the monthly Neighborhood Planning Oversight Committee meetings.

Staff Recommendation: Approval as presented.

Attachments:

1. Interlocal Agreement Amendment_Final 12 27 2023
2. Neighborhood Funding Interlocal Agreement (2016)_signed

**AMENDMENT NO. 1 AND EXTENSION OF
INTERLOCAL AGREEMENT FOR NEIGHBORHOOD PLANNING
BETWEEN POTTER COUNTY & CITY OF AMARILLO**

This AMENDMENT AND EXTENSION OF INTERLOCAL AGREEMENT for NEIGHBORHOOD PLANNING is made and entered into as of _____ day _____, 2024, to the INTERLOCAL AGREEMENT dated July 25th, 2016.

POTTER COUNTY, TEXAS (“the County”) and THE CITY OF AMARILLO, TEXAS (“the City”), agree, as set forth below, to the amended language of the Interlocal Agreement.

1. Paragraph 2 of the Interlocal shall be stricken and replaced with the following:

AREAS OF FOCUS: The mutual planning will focus on the North Heights, Barrio, San Jacinto, and Eastridge neighborhoods of Amarillo; and additional neighborhoods as agreed to by both parties. Future selection of neighborhood plan areas shall utilize an assessment of neighborhood indicators and both parties may agree to establish an application process for planning services.

2. Paragraph 3 of the Interlocal shall be stricken and replaced with the following:

BUDGET: The parties dedicated from current revenues the following sums between FY 16/17 and FY 22/23 for the general purposes stated:

Party	Revenue Source	
Potter County	General Fund FY 16/17 to 22/23	\$525,000
City of Amarillo	Proposition #1 Bond (FY16/17) Converted to unrestricted cash, FY 21/22.	\$2,616,200
City of Amarillo	ARPA, 2022	\$400,000
City of Amarillo	General Fund FY 22/23	\$240,000

The City contributed \$2,616,200 for neighborhood planning implementation in FY 16/17 through the Proposition #1 Bond for streets and transportation. As agreed to by both parties, the funding was equally divided among the four initial adopted neighborhood plan areas for implementation of plan projects identified as priorities by the neighborhood associations in coordination with city staff and the Oversight Committee. In early 2022, the funding was converted to unrestricted cash in order to support a wider variety of projects. In addition, the City committed \$240,000 to neighborhood plan implementation in FY 22/23 through the General Fund with the directive the funds be expended in the current fiscal year.

The County contributed \$75,000 annually FY 16/17 to FY 22/23. The funds have been used to support plan development and special initiatives as agreed to by both parties.

Beginning in FY 23/24, the parties agree to dedicate from current revenues the following sums for the general purposes stated:

Party	Revenue
Potter County	\$75,000 annually
City of Amarillo	\$240,000 annually or \$60,000 per neighborhood. <i>If a new plan is adopted, the annual contribution will be increased to incorporate the additional plan area in the budget.</i>

The Potter County allocation will be paid at the beginning of the fiscal year, followed by a request letter from the City of Amarillo each year for audit purposes. Any unused allocation will be restricted by the City of Amarillo financing in a restricted account to be used in accordance with contract terms.

Neither party is obligated to contribute funds beyond the sums identified above unless and until the parties expressly agree to do so in any written renewal or mutually agreed-on amendment or modification to this agreement, which in either event must be formally approved by the governing bodies of both parties.

For annual contributions by the City starting in FY 23/24, the Oversight Committee will provide direction to staff on how to allocate those funds. Unencumbered funds at the end of the fiscal year may be reallocated by the Oversight Committee to any project in any plan area. This may, but is not required to, be allocated through a call for projects to the Recognized Neighborhood Associations.

For annual contributions by the County starting in FY 23/24, it is agreed that a minimum fund balance of \$200,000 will be maintained for the purposes of plan development including professional consultant fees for new plans, updates to existing plans, and conceptual design services. Funding in excess of \$200,000 may be used to enhance prioritized plan projects already approved through the Projects in Motion process. For example, the Oversight Committee may agree to contribute \$50,000 to an already approved lighting project to expand the project scope and provide greater neighborhood benefit.

Federal, state, and local funding opportunities received externally from the set contributions are categorized as discretionary. Discretionary funds can be allocated with prioritization, but not exclusively, to Recognized Neighborhood Associations.

3. Paragraph 9 shall be stricken and replaced with the following:

TERM: RENEWAL

- A. The governing bodies will re-evaluate the agreement annually during the budget process. The agreement shall renew automatically if no action is taken to terminate it by either party.

4. There are no other amendments to the Interlocal Agreement not described herein. If there is a conflict between this Amendment and Extension of the Interlocal, the terms of this Amendment and Extension shall prevail.
5. EFFECTIVE DATE. The parties agree that the obligations under this amendment will take effect on the _____ day of _____, 2024.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement Amendment for Neighborhood Planning Services to be executed by their authorized officers as of the date set forth above.

Attest:

POTTER COUNTY

Potter County Clerk

By: _____
Nancy Tanner, Potter County Judge

Attest:

CITY OF AMARILLO

Stephanie Coggins, City Secretary

By: _____
Cole Stanley, Mayor

**INTERLOCAL AGREEMENT
FOR NEIGHBORHOOD PLANNING**

On this the 25th day of July, 2016, POTTER COUNTY, TEXAS ("the County") and THE CITY OF AMARILLO, TEXAS ("the City"), the Parties, have entered into this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code to facilitate planning and community development in certain neighborhoods within the city limits of Amarillo.

1. **PUBLIC BENEFIT & PURPOSE.** The respective governing bodies of each party finds that the subject of this Agreement is necessary for the benefit of the public and to address the older distressed neighborhoods in Potter County; that each party has the legal authority to perform and to provide the government functions or services which is the subject matter of this Agreement; that the division of cost fairly compensates the parties for the services performed under this Agreement; and the performance of this Agreement is in the common interest of both parties.
2. **AREAS OF FOCUS.** The mutual planning will initially focus on the North Heights, the Barrio, and San Jacinto neighborhoods of Amarillo; and additional neighborhoods as agreed to both parties.
3. **INITIAL BUDGET:** The parties have dedicated from current revenues the following sums, for the general purposes stated:

Revenue	
Potter County	\$ 75,000.00
City of Amarillo	\$ 75,000.00
Total	\$ 150,000.00
Expenditures	
Neighborhood Plan Development	
North Heights	\$ 20,000.00
The Barrio	\$ 20,000.00
San Jacinto	\$ 20,000.00
Plan Implementation	\$ 90,000.00
Total Expenditures	\$ 150,000.00

The Potter County allocation will be paid at the beginning of the fiscal year followed by a request letter from the City of Amarillo each year for audit purposes. Any unused allocation will be restricted by the City of Amarillo financing in a restricted account to be used in accordance with contract terms.

Neither party is obligated to contribute funds beyond the sums identified above as "Revenue"

unless and until the parties expressly agree to do so in any written renewal or mutually-agreed amendment or modification to this agreement, which in either event must be formally approved by the governing bodies of both parties.

4. **PLANNING PROCESS.** Each party will be represented by two persons appointed by the governing body of that party. Collectively, using the budget allotted in this agreement, the City of Amarillo Planning Department will collaborate with the designated neighborhoods to develop an initial plan for development projects within the legal authority of the parties, and will present a joint recommendation to the City and the County. Upon approval by both entities, the City of Amarillo the will assume responsibility for execution of the plan.

5. **FINANCIAL REPORTS.** On a quarterly basis (based on the City of Amarillo's Fiscal Year), financial reports consisting of expenses incurred and impact on the initial budget will be prepared by the City of Amarillo and distributed to the appropriate Potter County and City of Amarillo representatives.

6. **LIABILITY** The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the governmental functions or services described. This Agreement does not create any right, benefit, or cause of action for any third party, nor is this intended to be a contract subject to section 262.007, Texas Local Government Code, or subchapter I, chapter 271, Texas Local Government Code. By executing this Agreement neither party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

7. **NOTICES.** The following persons are designated as the primary contacts for administration of this Agreement:

Potter County:
County Judge Nancy Tanner
500 South Fillmore, Suite 103
Amarillo, TX 79101
(806) 379-2255

City of Amarillo:
Deputy City Manager Bob Gwell
509 SE 7th Ave
Amarillo, TX 79105

8. **TERMINATION.** This Agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party.

9. **TERM; RENEWAL.**

A. This Agreement is effective for one (1) year from the above date, or until it may be renewed, and shall renew automatically each year for an additional one-year term until terminated. The governing bodies will re-evaluate the agreement on the three year anniversary of the agreement effective date.

10. **AMENDMENTS.** This Agreement may be amended or modified in writing by the mutual agreement of the parties.

11. **EFFECTIVE DATE.** The parties agree that the obligations under this memorandum will take effect on the _____ day of _____, 2016

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement for Neighborhood Planning Services to be executed by their authorized officers as of the date set forth above.

Attest:

POTTER COUNTY

Julie Smith by Stephanie Zent
Potter County Clerk Deputy



By: *Nancy Tanner*
Nancy Tanner, Potter County Judge

Attest:

CITY OF AMARILLO

Don Kessler

By:

[Signature] 7/25/14



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Technology and Innovation
Department: Civic Center
Contact Person: Bo Fowlkes, General Manager

Agenda Caption: CONSIDER AWARD - TICKETING SERVICES AGREEMENT

Award to: Tickets.com - \$1,746,795 for the 5-year contract period with the option for 2 additional 2 year extensions as bid.

This item considers the award of a contract to Tickets.com for a ticketing system for the Amarillo Civic Center Complex Box Office for a period of 5-years plus 2 additional 2 year extensions.

Agenda Item Summary: Replacement of Box Office Ticketing Services agreement for the Civic Center.

Requested Action: Approval

Funding Summary: 1248.62000 Box Office Professional Services for an amount not to exceed \$1,746,795 for the 5-year contract period with the option for 2 additional 2 year extensions as bid.

Community Engagement Summary: N/A

Staff Recommendation: Approval

Attachments: 1. rfp 03-24 rankings

REQUEST FOR PROPOSAL FOR CIVIC CENTER TICKETING SYSTEM RFP 03-24		Demonstrated Ability of Vendor to Meet the Scope of Work	Proposed Qualifications/ Documented Experience of Proposed Comp Team	Demonstrated Past Performance as Described by References	Demonstrated Ability to Meet Schedules/Timelines	Proposed Pricing	Signature  Date <u>1/2/24</u> 			For Additional Comments or if More Space is Needed, Please Attach A Separate Sheet.			
							Tabulation Compilation showing Scoring Criteria						
Company	Maximum Points:	35.000	15.000	15.000	10.000	25.000	Total	Average	Rank	Comments			
ProVenue/Tickets.com		32.667	14.333	13.000	10.000	11.628	81.628	81.63%	1.000				
AudienceView		26.333	11.333	10.000	8.333	25.000	81.000	81.00%	2.000				
													81.628
Friendly Sky		14.000	7.667	8.000	5.000	18.366	53.033	53.03%	4.000			81.000	
													68.602
Showpass		22.333	9.667	8.000	7.667	20.936	68.602	68.60%	3.000			53.033	
													50.897
etix		22.333	9.667	0.000	7.667	11.230	50.897	50.90%	5.000				
01/02/2024 - COMPILED - JLO													

svcs chg + per tkt fee	Ann. fee/# of tickets	CC FEES	CC FEES/TICKET	TOTAL COST/YEAR	PRICING SCORE	Rank	Vendor	Annual Fee	Max # of Tix	Ser. Chg. 1	Ser. Chg. 2	Ser. Chg. 3	SC Season	CC Fees	Support Fee	Setup	Install.	Data Conv.	Acct. Merge	Settl. Fees
\$267,552.00	\$	0.115	\$ 81,807.239	\$	349,359.239	11.63	Tickets.com	\$ 14,500.00	none	\$ 50 to \$19.99	\$ 100 to \$20.00		\$ 5.00	2.85%	none	\$ -	\$ -	\$ -	\$ -	none
\$162,500.00	\$	1.284	0	\$	162,500.000	25.00	AudienceView	\$ 162,500.00	145000	50 on Comm	overage	\$ 1.40	\$ -	none	none	\$ -	\$ -	\$ -	\$ -	none
\$135,079.16	#DIV/0!	\$ 86,112.883		\$	221,192.041	18.37	Friendly Skys	\$ -	none	minimum	all sold to	4.00%	\$ -	3.00%	none	\$ -	\$ -	\$ -	\$ -	none
\$270,158.32	#DIV/0!	\$ 78,936.809	\$ 12,652.600	\$	361,747.725	11.23	Etix	\$ -	none	min \$1.25, max \$3.50		8%	\$ 0.10	7.00%	2.75%	included	\$ -	\$ -	\$ -	none
\$112,608.14	#DIV/0!	\$ 71,760.736	\$ 9,679.230	\$	194,048.106	20.94	Showpass	\$ -	none	of tix value/or (2.13 avg.)	0.89			2.50%	\$ 0.09	included	\$ -	\$ -	\$ -	none
														6.00%	\$ 0.30					

panhandletickets records show we sold 126,526 tickets in FY22.
Average ticket price was \$26.69.
Between 85 and 94% of all tickets are purchased online (107,547 to 118,934).

	Total	85%	94.00%
# of tix	126526	107547	118934
Avg Price	\$ 26.69	\$ 26.69	\$ 26.69
Gross	\$ 3,376,978.94	\$ 2,870,429.43	\$ 3,174,348.46
		3.00%	3.00%
Annual CC Fees	\$ 86,112.88	\$ 95,230.45	



Agenda Transmittal Memo

Date: January 9, 2024

Council Priority: Fiscal Responsibility
Public Safety

Department: Animal Management and Welfare

Contact Person: Victoria Medley, Director of Animal Management and Welfare

Agenda Caption: CONSIDER AWARD - DOG/CAT FOOD SUPPLIER CONTRACT

Award to: Legend and White Animal Health Products - Not to exceed \$133,058.86

This item considers the award of the Dog/Cat Food supplier contract. This contract is for an initial period of one year with three one-year options to renew. This item is funded through general fund revenues.

Agenda Item Summary: This item considers the award of the Dog/Cat Food supplier contract. This contract is for an initial period of one year with three one-year options to renew. This item is funded through general fund revenues.

Requested Action: Consider the item for approval.

Funding Summary: Funding for this item is available in AMW's operating budget.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval.

Attachments:

1. 7753 Dog and Cat Food Annual Contract
2. BID EVALUATION 12-21-23

Bid No.7753 DOG AND CAT FOOD ANNUAL CONTRACT

Opened 4:00 p.m., November 30, 2023

To be awarded by lot		Ranchers Supply		Legend and White		Pet Supplies Plus	
Line 1 Dry Adult Food-							
46,000	lb						
	Unit Price	\$0.780		\$0.87		\$2.520	
	Extended Price		35,880.00		40,020.00		115,920.00
Line 2 Dry Puppy Food-							
50,000	lb						
	Unit Price	\$0.860		\$1.04		\$2.520	
	Extended Price		43,000.00		52,000.00		126,000.00
Line 3 Wet dog/puppy food							
7128 / 114,048	lb / oz						
	Unit Price	\$0.333		\$0.22		\$0.210	
	Extended Price	per oz.	37,977.98	per oz.	24,862.46	per oz.	23,950.08
Line 4 Dry Cat Food-							
5,000	lb						
	Unit Price	\$1.000		\$1.25		\$1.190	
	Extended Price		5,000.00		6,250.00		5,950.00
Line 5 Wet cat/kitten Food-							
2640 / 42,240	lb / oz						
	Unit Price	\$0.545		\$0.24		\$0.120	
	Extended Price	per oz.	23,020.80	per oz.	9,926.40	per oz.	5,068.80
Lot Award to Vendor		\$	144,878.78	\$	133,058.86	\$	276,888.88

INSTRUCTIONS FOR COMPLETING THE BID EVALUATION AND RECOMMENDATION FORM

THIS FORM MUST BE FILLED OUT AND SUBMITTED ON ALL BIDS OVER \$10,000.00

Please review the bid documents submitted on non-routine items. Bid folders may be reviewed in the Purchasing Department.

Analyze all aspects of the bid and provide data to support your recommendation. Please note the terms on the bid and evaluate accordingly, **included how it is to be awarded (By Lot or By Item)**. **Your recommendation must include the following information or it will be returned.**

Please type your recommendation.

1. ITEM USE; PROJECT DESCRIPTION:

- A. Provide sufficient detailed information summarizing the use of the item or service, and the general program or project involved.
- B. Is this purchase an addition or replacement? If this is a replacement please include a description of what are you replacing.
- C. Provide a color copy of drawings, sketches, or photos of the items you are recommending. (Capital, equipment, utilities, public works, etc).

2. BID EVALUATION; RECOMMENDATION:

- A. Identify the recommended vendor by name and total dollar amount.
- B. If not recommending the low bidder, please submit a detailed justification. You may use a separate sheet of paper if necessary.
- C. State whether or not specifications have been met, and, if not met, describe in detail **specific** areas of failure when recommending acceptance of next low bid meeting bid specifications. This applies **to each** item on which the low bid is not accepted. This may be done on this form or on an attached sheet.
- D. State specifically if the item is vendor proprietary, and provide a detailed justification. State why proprietary item is necessary or advantageous.
- E. State the last procurement date for this item, if applicable, and indicate the total average percentage of increase or decrease in price since the last purchase was made.
- F. If this is being purchased on any type of contract, (HGAC, Buyboard, etc.), please state why this would be advantageous to the City of Amarillo.

3. FUNDING SOURCE:

- A. Identify the budgeted account number(s) including description; job(s), grants or other funding source and indicate if state and/or federal funds will be utilized for this purchase.
- B. Provide budget account balance. For all job or grant expenditures, state the completion status of the job or grant; show **remaining balance of job, grant or capital code account**.
- C. Provide a comparison of the actual recommended bid price vs. budgeted estimate if applicable.
- D. For job or grant accounts, provide original date that it was set up.

PURCHASING DEPARTMENT

BID EVALUATION AND RECOMMENDATION FORM

City Departments **must complete** this form for all bids over \$10,000.00.

DATE 12/21/23

Bid recommendations properly completed with all of the questions answered and submitted to the Purchasing Department will be presented to the City Manager's office for consideration of placement on the City Council Agenda. When submitting your recommendation, remember to send to Purchasing a copy of your transmittal memo.

BID ITEM Dog and Cat Food Annual Contract BID NO. 7753

DEPARTMENT Animal Management and Welfare

DEPARTMENT DIRECTOR APPROVAL Victoria Medley DATE 12/21/23

REFER TO INSTRUCTIONS ABOVE FOR ASSISTANCE IN COMPLETING THE ITEMS BELOW:

1. ITEM USE; PROJECT DESCRIPTION:

- A. Please state what is being purchased and give a detailed project description.
Dry dog and cat food and canned dog and cat food is being purchased under this contract.
- B. Is this purchase an addition, replacement or a one-time purchase? If this is a replacement, please include a description of what is being replaced.
This is an annual contract with 3 optional renewals.
- C. Provide a color copy of drawings, sketches, or photos of the items you are recommending. (Capital, equipment, utilities, public works, etc).



2. **BID EVALUATION; RECOMMENDATION:**

A. Vendor name and total dollar amount to be awarded.

Legend and White animal health products, \$133,058.86

B. Is it being awarded to the low bidder? If not, why?

Yes, this contract is being awarded to the lowest bidder.

D. Were specifications met? If not met, what exceptions were taken and accepted?

Yes, specifications were met.

D. Is this vendor proprietary? If item is proprietary, include a detailed justification. At a minimum, state how and why proprietary item is necessary or advantageous.

N/A

E. State the last procurement date for this item, if applicable, and indicate the total average percentage of increase or decrease in price since last purchase.

Last purchased December 2023, increasing by 34.21%.

E. If this is being purchased on any type of contract, (HGAC, Buyboard, etc.), please state why this would be advantageous to the City of Amarillo.

N/A

3. **FUNDING SOURCE:**

A. Identify budgeted account; job or grant number(s) including description(s) and indicate if state and/or federal funds will be utilized for this purchase.

The budget account being utilized for this expense is 51550.

B. Provide budget account balance. Provide completion status of all job or grant expenditures **showing remaining balance** of job, grant or capital account.

Budget account 51550 has a budgeted balance of 144,720.00 for fiscal year 23-24.

C. Provide a comparison of the actual bid price vs. budget estimate if applicable

Bid Price \$133,058.86, the amount \$144,720.00 was originally budgeted for account 51550.

F. For job or grant accounts, provide original date that it was set up

N/A



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Public Safety
Department: Fire Department
Contact Person: David Kouba, Deputy Fire Chief

Agenda Caption: CONSIDER AWARD - CERTIFIED NFPA COMPLIANT CLASS B UNIFORM - SUPPLY AGREEMENT

Award to: GT DISTRIBUTORS, INC. - \$56,320.00

This item considers the award of a one-year supply agreement for the purchase of NFPA-compliant Class B uniform shirts and pants.

Agenda Item Summary: This is to establish an annual supply agreement for the purchase of NFPA-compliant Class B uniform shirts and pants that meet the NFPA 1975 Standard on Emergency Services Work Apparel and NFPA 1977 Standard on Protective Clothing and Equipment for Wildland Fire Fighting and Urban Interface Fire Fighting. This agreement is for the continued replacement of old, faded, or damaged Class B uniform pants and shirts.

Requested Action:

Funding Summary: This supply agreement will utilize account 1910.51300-*Fire-clothing and linen* which has a balance of \$446,175.82 as of 1/4/2024

Community Engagement Summary:

Staff Recommendation:

Attachments: 1. TB24-7737

CITY OF AMARILLO, TEXAS
 Bid Evaluation For Quote 7737
 CERTIFIED NFP A COMPLIANT CLASS
 B UNIFORM - SUPPLY AGREEMENT

TO BE AWARDED AS ONE LOT.

Line Number		Quantity
1	200 86 87 CLASS B UNIFORM PANTS	20.00

Vendor Number	Name	Unit Cost	Extended Price
378554	G T DISTRIBUTORS INC	159.0000	3,180.00

Line Number		Quantity
2	200 85 89 CLASS B UNIFORM CARGO PANTS	150.00

Vendor Number	Name	Unit Cost	Extended Price
378554	G T DISTRIBUTORS INC	173.0000	25,950.00

Line Number		Quantity
3	200 86 77 CLASS B UNIFORM SHIRT, LS MIDNIGHT NAVY	50.00

Vendor Number	Name	Unit Cost	Extended Price
378554	G T DISTRIBUTORS INC	147.0000	7,350.00

Line Number		Quantity
4	200 86 77 01 CLASS B UNIFORM SHIRT, SS MIDNIGHT NAVY	155.00

Vendor Number	Name	Unit Cost	Extended Price
378554	G T DISTRIBUTORS INC	128.0000	19,840.00

TOTAL AMOUNT BID \$56,320.00



Agenda Transmittal Memo

Date: January 9, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: Parks and Recreation

Contact Person: Michael Kashuba, Director of Parks and Recreation

Agenda Caption: CONSIDER AWARD - TREE MANAGEMENT AND MAINTENANCE SERVICES CONTRACT

Award to: Amarillo Arborological, Inc. - Not to exceed \$1,800,000

This item considers the award of a four-year contract for tree management and maintenance services to be used by Parks and Recreation department. The annual not-to-exceed amount is \$450,000. This item will be funded through general fund revenues.

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

This is a one (1) year contract with options to renew for three (3) additional one (1) year periods, if agreeable by both parties.

Requested Action: Council to authorize the City Manager to enter into the contract.

Funding Summary: Funds for the Tree Management & Maintenance bid are available in 1861.62000

Community Engagement Summary: n/a

Staff Recommendation: Staff recommends approval of the bid to the lowest qualified bidder meeting specifications.

Attachments: 1. 7742 Tree Management and Maintenance Services Annual Contract.

Bid No. 7742 TREE MANAGEMENT & MAINTENANCE SERVICES ANNUAL CONTRACT
 Opened 4:00 p.m., NOVEMBER 30, 2023

To be awarded as one lot	Reeder Landscape	Wright Away Tree Service	Amarillo Arborlogical Inc	Jones Customs, LLC
Line 1 Pruning per bid specifications 1 per diameter inch				
Unit Price	\$10.000	\$20.00	\$26.000	\$62.00
Extended Price	10.00	20.00	26.00	62.00
Line 2 Tree Removals per bid specifications 1 per diameter inch				
Unit Price	\$20.000	\$34.00	\$32.000	\$81.00
Extended Price	20.00	34.00	32.00	81.00
Line 3 Stump Grinding per bid specifications 1 diameter inch				
Unit Price	\$10.000	\$8.00	\$9.000	\$46.00
Extended Price	10.00	8.00	9.00	46.00
Bid Total	40.00	62.00	67.00	189.00
City	Amarillo, TX	Amarillo, TX	Amarillo, TX	Amarillo, TX



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Infrastructure
Department: Parks and Recreation
Contact Person: Michael Kashuba, Director of Parks and Recreation

Agenda Caption: CONSIDER AWARD - TOP DRESS SAND CONTRACT

Award to: Rogers Group - \$66,000.00

This item considers the award of a contract (renewal) for the annual procurement of topdress sand for utilization by the Parks and Recreation department. This yearly contract facilitates the acquisition of sand for various purposes, including topping and filling bunkers, volleyball courts, as well as topdressing athletic fields, greens, and tee boxes in support of Park Maintenance and Golf Operations.

Agenda Item Summary: This annual contract renewal is for procurement of topdress sand for utilization by the Parks and Recreation department. This contract facilitates the acquisition of sand for various purposes, including topping and filling bunkers, volleyball courts, as well as topdressing athletic fields, greens, and tee boxes in support of Park Maintenance and Golf Operations.

Requested Action: Council to authorize the City Manager to renew the contract for the purchase of topdress sand.

Funding Summary: Funds are budgeted in 1811.51450 and 1861.68316.

Community Engagement Summary:

Staff Recommendation: Staff recommends approval of the contract renewal to Rogers Group for \$66,000.00

Attachments: 1. 7098 dress sand



Agenda Transmittal Memo

Date: January 9, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: Water and Sewer Utilities

Contact Person: John Collins, Director of Utilities

Agenda Caption: CONSIDER AWARD - INSTALLATION OF A MICROWAVE RADIO COMMUNICATION NETWORK FOR THE CITY OF AMARILLO PUBLIC WATER SYSTEM BID NO. 7706

Award to: CommTech Co. - \$1,095,148.25

Consideration of award for the installation of a microwave radio communication network for the City of Amarillo public water system in the amount of \$1,095,148.25

Agenda Item Summary: Consider Approval-Bid No. 7706 Upgrade of the radio network that is used at Osage Water Plant and the City of Amarillo public water system. The current system is old and antiquated and was not designed for processing the amount of data that the current water system has in place. Replacement communications will provide more efficient means to monitor important data of the water system. City staff have specified a communications system to meet future demands as the water system expands to meet the needs of customers.

Requested Action: Utilities staff is seeking approval of Bid No. 7706 to CommTech Co. for the installation, mobilization and integration of a new communications and radio system, which is upgraded to meet future water infrastructure demands to the amount of \$1,095,148.25.

Funding Summary: Purchase will be funded from account 520357.17400.1040. The account has a balance of \$1,000,000.00.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends the approval of the award to CommTech Co.

Attachments: 1. 7706 BVB FOR INSTALLATION OF MICROWAVE RADIO COMMUNICATIONS FOR THE CITY'S WATER SYSTEM

To be awarded as one lot DAWCOM COMM TECH, LLC

Line 1 Installation of microwave radio
 communications for water system

1 ea			
Unit Price	\$1,469,146.000	\$998,503.12	
Extended Price	1,469,146.00	998,503.12	
Alternate 1: upgrade from PTP820s to PTP850C radios for the microwave links Add: \$81123.64 Alternate 2: upgrade from standard NVR server to premium NVR server Add: \$13,405.49 Alternate 3: Upgrade from 3MP cameras to 5MP cameras Add: \$2116.00			
Bid Total	1,469,146.00	998,503.12	
ALTERNATE TOTAL		\$ 96,645.13	
CITY	GUN BARREL, TX	AMARILLO, TX	



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Fiscal Responsibility
Department: Finance
Contact Person: Carrie Roberts, PIDs Coordinator

Agenda Caption: CONSIDER AWARD - THE COLONIES PUBLIC IMPROVEMENT DISTRICT FLOWER BED LANDSCAPE IMPROVEMENT PROJECT

Award to: Green Plains Design - \$147,510.41

This item considers the award of a construction contract related to The Colonies Public Improvement District (PID) Planting Bed Replacement improvement project. This service will be funded through The Colonies PID assessment revenue by property owners within the Colonies PID.

Agenda Item Summary: This item considers the award of a construction contract related to The Colonies Public Improvement District (PID) Planting Bed Replacement improvement project. This service will be funded through The Colonies PID assessment revenue by property owners within the Colonies PID.

Requested Action: CONSIDER AWARD -The Colonies Public Improvement District (PID) Replacement of Planting Beds Contract

Award to: Green Plains Design - \$147,510.41

This item considers the award of a contract to Green Plains Design in the amount of \$147,510.41 for the planting bed replacements located within The Colonies Public Improvement District (PID).

Funding Summary: Funding for this service will be solely funded by The Colonies PID assessment revenue. The City will not be responsible for any funding related to these services.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends Green Plains Design to be awarded this contract.

Attachments: 1. TB24-7733a

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 7733
COLONIES PID REPLACEMENT
OF PLANTING BEDS

Please see the email sent to @Purchasing with the attached Documents

This is for the Colonies PID Planting Bed Replacements Bid

Line Number				Quantity
1	988 52	Landscaping (Including Design, Fertilizing, Planting, etc.,		1.00
Vendor Number	Name	Unit Cost	Extended Price	
443049	GREEN PLAINS DESIGN	147,505.5500	147,505.55	
TOTALAMOUNT BID \$147,505.55				
386539	ABSOLUTE LAWN CARE	184,952.9200	184,952.92	
TOTALAMOUNT BID \$184,952.92				
118432	KRAUSE LANDSCAPE CONTRACTORS	297,907.7600	297,907.76	
TOTALAMOUNT BID \$297,907.76				



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Fiscal Responsibility
Department: Finance
Contact Person: Carrie Roberts, PIDs Coordinator

Agenda Caption: CONSIDER AWARD - TREE CARE MAINTENANCE AGREEMENT FOR THE COLONIES PUBLIC IMPROVEMENT DISTRICT (PID)

Award to: Arborlogical, Inc. in the amount of \$35,000.00 per year, not to exceed the approved contract total amount of \$105,000.00.

This item considers the award of the Colonies Public Improvement District (PID) tree care contract for the maintenance of trees within the Colonies PID. This contract is for an initial period of three years, with two, one-year options to renew. This item will be fully funded by annual assessments collected from Colonies PID property owners.

Agenda Item Summary: This item considers the award of the Colonies Public Improvement District (PID) tree care contract for the maintenance of trees within the Colonies PID. This contract is for an initial period of three years, with two, one-year options to renew. This item will be fully funded by annual assessments collected from Colonies PID property owners.

Requested Action: Award Tree Care Maintenance Contract to Arborlogical, Inc. in the amount of \$35,000.00 per year, not to exceed the approved contract total amount of \$105,000.00.

Funding Summary: This item will be fully funded by annual assessments collected from Colonies PID property owners.

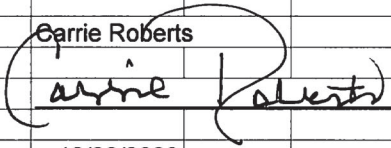
Community Engagement Summary: N/A

Staff Recommendation: Staff recommends award to Arborlogical, Inc.

Attachments: 1. 7734 ranking (2)

Bid No. 7734 Best Value Bid for Colonies PID Tree Care Maintenance											
MASTER FINAL Tabulation Compilation showing Scoring Criteria	Purchase Price	Relevant Experience	References	Staff and Equipment	Quality of Goods and Services	Specific Experience	Maximum Possible =100				
										For Additional Comments or if More Space is Needed, Please Attach A Separate Sheet.	
Company	80.00	120.00	60.00	60.00	60.00	20.00	400.00	Average	Rank	Comments	
Amarillo Arborlogical	80.0000	120.0000	50.0000	60.0000	60.0000	20.0000	390.00		1		
Evaluation Committee Member (Printed)											
Evaluation Committee Member's Signature											
Date											

Carrie Roberts



12/28/2023



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Fiscal Responsibility
Department: Finance
Contact Person: Trent Davis, Interim Purchasing Agent

Agenda Caption: CONSIDER AWARD - WATERWORKS SUPPLY AGREEMENT BID 7746

Award to: Winston Watercooler	\$ 61,354.34
Ferguson Enterprises	\$ 24,409.20
<u>Core & Main</u>	<u>\$155,350.50</u>
	\$241,114.04

This item considers the award of waterworks to replenish warehouse stock for use by the water department.

Agenda Item Summary: Please consider award for the Waterworks Supply Agreement Bid 7446.

Requested Action: Please consider approval of the award for the Waterworks Supply Agreement Bid 7446.

Funding Summary: The funding is available in account 1000.15400

Community Engagement Summary: N/A

Staff Recommendation: City staff is recommending approval of award.

Attachments: 1. TB24-7746

CITY OF AMARILLO, TEXAS
 Bid Evaluation For Quote 7746
 WATERWORKSAND FITTINGS
 SUPPLYAGREEMENT

TO BE AWARDED BY LINE ITEM

Line Number			Quantity
1	6020020	PIPE, 6" SDR-35 SEWER BELLED END, 14'	64.00

Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	77.2800	4,945.92
117487	FERGUSON ENTERPRISES LLC	87.6400	5,608.96

Line Number			Quantity
2	6020030	PIPE, 8" SDR-35 SEWER BELLED END, 14'	30.00

Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	134.1200	4,023.60
117487	FERGUSON ENTERPRISES LLC	159.6000	4,788.00

Line Number			Quantity
3	6035250	LUBRICANT, PIPE 32 OZ (QUART) EQUAL TO OATEY 30600	30.00

Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	4.4300	132.90
117487	FERGUSON ENTERPRISES LLC	4.7900	143.70

Line Number			Quantity
4	6035420	SMALL EPOXY KIT PINT PREDCOE ONLY	200.00

Vendor Number	Name	Unit Cost	Extended Price
117487	FERGUSON ENTERPRISES LLC	34.4300	6,886.00
455555	WINSTON WATERCOOLER OF AMARIL	61.5700	12,314.00

Line Number			Quantity
5	6035430	HUB SADDLE, 4" PREDCOHTS4/E ONLY	200.00

Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	34.8600	6,972.00

CITY OF AMARILLO, TEXAS
 Bid Evaluation For Quote 7746
 WATERWORKSAND FITTINGS
 SUPPLY AGREEMENT

117487	FERGUSON ENTERPRISES LLC	58.1600	11,632.00
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Line Number			Quantity
6	6050060 100'	PIPE, 1" MUNICIPEX	30.00
Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	17.6000	528.00
265211	PREMIER WATERWORKS	154.0000	4,620.00
117487	FERGUSON ENTERPRISES LLC	192.7500	5,782.50

Line Number			Quantity
7	6065040 CTS, 100'	TUBING, 2" SDR-9 DRISCO	12.00
Vendor Number	Name	Unit Cost	Extended Price
117487	FERGUSON ENTERPRISES LLC	249.0000	2,988.00

Line Number			Quantity
8	6075100 CUT END	PIPE, 4" X 10' SCHEDULE40 PVC	201.00
Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	21.2200	4,265.22
117487	FERGUSON ENTERPRISES LLC	31.1000	6,251.10

Line Number			Quantity
9	6080200 BELLED END, 20'	PIPE, 2 " SCHEDULE40 PVC	40.00
Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	16.3300	653.20
117487	FERGUSON ENTERPRISES LLC	27.0000	1,080.00

Line Number			Quantity
10	6080260 BELLED END, 20'	PIPE, 4" SCHEDULE40 PVC	20.00
Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	44.8000	896.00

CITY OF AMARILLO, TEXAS
 Bid Evaluation For Quote 7746
 WATERWORKSAND FITTINGS
 SUPPLY AGREEMENT

117487	FERGUSON ENTERPRISES LLC	76.2000	1,524.00
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Line Number			Quantity
11	6090010 PIPE, 4" DR18 C900 WATER BELLED END, 20'		10.00

Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	120.8000	1,208.00
117487	FERGUSON ENTERPRISES LLC	137.2000	1,372.00

Line Number			Quantity
12	6090020 PIPE, 6" DR18 C900 WATER BELLED END, 20'		56.00

Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	240.4000	13,462.40
117487	FERGUSON ENTERPRISES LLC	280.0000	15,680.00

Line Number			Quantity
13	6090030 PIPE, 8" DR18 C900 WATER BELLED END, 20'		10.00

Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	404.2000	4,042.00
117487	FERGUSON ENTERPRISES LLC	480.6000	4,806.00

Line Number			Quantity
14	6090040 PIPE, 10" DR18 C900 WATER BELLED END, 20'		6.00

Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	635.4000	3,812.40
373817	CORE & MAIN LP	642.0000	3,852.00
117487	FERGUSON ENTERPRISES LLC	721.0000	4,326.00

Line Number			Quantity
15	6090050 PIPE, 12" DR18 C900 WATER BELLED END, 20'		12.00

Vendor Number	Name	Unit Cost	Extended Price
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CITY OF AMARILLO, TEXAS
 Bid Evaluation For Quote 7746
 WATERWORKS AND FITTINGS
 SUPPLY AGREEMENT

455555	WINSTON WATERCOOLER OF AMARIL	894.6000	10,735.20
373817	CORE & MAIN LP	920.0000	11,040.00
117487	FERGUSON ENTERPRISES LLC	1,015.6000	12,187.20

Line Number			Quantity
16	6105016	BUSHING, 1" X 3/4" BRASS	80.00
Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	3.2100	256.80
373817	CORE & MAIN LP	3.7500	300.00
117487	FERGUSON ENTERPRISES LLC	3.9400	315.20

Line Number			Quantity
17	6173090 SCHEDULE 40	COUPLING, 4" S X S PVC	80.00
Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	5.0500	404.00
455555	WINSTON WATERCOOLER OF AMARIL	5.1300	410.40
117487	FERGUSON ENTERPRISES LLC	6.2900	503.20

Line Number			Quantity
18	6184005 PINT EQUAL TO UNI WELD 8700	PRIMER, PVC	60.00
Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	5.9500	357.00
455555	WINSTON WATERCOOLER OF AMARIL	6.7900	407.40
117487	FERGUSON ENTERPRISES LLC	8.7800	526.80

Line Number			Quantity
19	6184015 PINT EQUAL TO PLUMB TITE 2000	CEMENT, PVC	60.00
Vendor		Unit	Extended

CITY OF AMARILLO, TEXAS
 Bid Evaluation For Quote 7746
 WATERWORKS AND FITTINGS
 SUPPLY AGREEMENT

Number	Name	Cost	Price
373817	CORE & MAIN LP	7.0000	420.00
455555	WINSTON WATERCOOLER OF AMARIL	8.6300	517.80
117487	FERGUSON ENTERPRISES LLC	18.0400	1,082.40

Line Number	Quantity
20 6350001	200.00
INSERT STIFFENERS, 3/4"	

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	.8200	164.00
117487	FERGUSON ENTERPRISES LLC	1.5000	300.00
455555	WINSTON WATERCOOLER OF AMARIL	1.9600	392.00

Line Number	Quantity
21 6350003	600.00
INSERT STIFFENERS, 1"	

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	.9000	540.00
117487	FERGUSON ENTERPRISES LLC	1.5300	918.00
455555	WINSTON WATERCOOLER OF AMARIL	2.0800	1,248.00

Line Number	Quantity
22 6350020	200.00
INSERT STIFFENERS, 2"	

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	1.4800	296.00
117487	FERGUSON ENTERPRISES LLC	2.0400	408.00
455555	WINSTON WATERCOOLER OF AMARIL	2.8600	572.00

Line Number	Quantity
23 6407020	100.00
METER FLANGE, 2"	
BRONZE, STD. THREAD	
EQUAL TO FORD CF31-77-NL	

Vendor	Unit	Extended
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CITY OF AMARILLO, TEXAS
 Bid Evaluation For Quote 7746
 WATERWORKS AND FITTINGS
 SUPPLY AGREEMENT

Number	Name	Cost	Price
373817	CORE & MAIN LP	63.0000	6,300.00
117487	FERGUSON ENTERPRISES LLC	73.6300	7,363.00
455555	WINSTON WATERCOOLER OF AMARIL	77.8500	7,785.00

Line Number	Quantity
24 6510005 REPAIR CLAMP, 2" X 8" F/C, SS, SINGLE PANEL EQUAL TO POWERSEAL 3121AS	100.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	43.7500	4,375.00
455555	WINSTON WATERCOOLER OF AMARIL	46.9800	4,698.00
117487	FERGUSON ENTERPRISES LLC	55.7900	5,579.00
265211	PREMIER WATERWORKS	70.0800	7,008.00

Line Number	Quantity
25 6510020 REPAIR CLAMP, 6" X 10" F/C, SS, DOUBLE PANEL EQUAL TO POWERSEAL 3122AS	60.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	132.8500	7,971.00
455555	WINSTON WATERCOOLER OF AMARIL	142.6400	8,558.40
117487	FERGUSON ENTERPRISES LLC	169.3900	10,163.40
265211	PREMIER WATERWORKS	203.5800	12,214.80

Line Number	Quantity
26 6510070 TAPPING CLAMP, 6" X 10", 1" TAP F/C, SS, INCLUDING LUGS EQUAL TO POWERSEAL 3132AS	20.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	148.5000	2,970.00
455555	WINSTON WATERCOOLER OF AMARIL	159.4400	3,188.80

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 7746
WATERWORKS AND FITTINGS
SUPPLY AGREEMENT

117487	FERGUSON ENTERPRISES LLC	189.3400	3,786.80
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Line Number		Quantity
27	6510480 TAPPINGSADDLE, 6" X 1", AC 2 STRAPS, CC THREAD EQUAL TO FORD 202B-7.50XCC4, MUST HAVE BRONZE BODY AND STRAPS	60.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	125.5000	7,530.00
455555	WINSTON WATERCOOLER OF AMARIL	134.7500	8,085.00
117487	FERGUSON ENTERPRISES LLC	160.0100	9,600.60

Line Number		Quantity
28	6510510 TAPPINGSADDLE, 8" X 1", AC 2 STRAPS, CC THREAD EQUAL TO FORD 202B-9.62XCC4, MUST HAVE BRONZE BODY AND STRAPS	60.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	146.7500	8,805.00
455555	WINSTON WATERCOOLER OF AMARIL	157.5700	9,454.20
117487	FERGUSON ENTERPRISES LLC	187.1100	11,226.60

Line Number		Quantity
29	6510537 TAPPINGSADDLE, 6" X 2", AC 2 STRAPS, CC THREAD EQUAL TO FORD 202B-7.50XCC7, MUST HAVE BRONZE BODY AND STRAPS	20.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	154.5000	3,090.00
455555	WINSTON WATERCOOLER OF AMARIL	166.3000	3,326.00
117487	FERGUSON ENTERPRISES LLC	197.4800	3,949.60

Line Number		Quantity
30	6510538 TAPPINGSADDLE, 8" X 2", AC 2 STRAPS, CC THREAD EQUAL TO FORD 202B-9.62XCC7, MUST HAVE BRONZE BODY AND STRAPS	20.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	164.7500	3,295.00

CITY OF AMARILLO, TEXAS
 Bid Evaluation For Quote 7746
 WATERWORKS AND FITTINGS
 SUPPLY AGREEMENT

455555	WINSTON WATERCOOLER OF AMARIL	176.9000	3,538.00
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117487	FERGUSON ENTERPRISES LLC	210.0600	4,201.20
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Line Number		Quantity
31	6520160 COMPRESSION COUPLING, 2" X 5" FOR CAST IRON & C900 PIPE FORD FC1 NOT ACCEPTABLE PER WATER DEPARTMENT EQUAL TO POWERSEAL 3501-2A	200.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	33.5000	6,700.00
455555	WINSTON WATERCOOLER OF AMARIL	35.9700	7,194.00
117487	FERGUSON ENTERPRISES LLC	42.7100	8,542.00
265211	PREMIER WATERWORKS	60.8100	12,162.00

Line Number		Quantity
32	6520170 COMPRESSION COUPLING, 4" X 5" FOR CAST IRON & C900 PIPE EQUAL TO POWERSEAL 3501-4B	60.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	55.5000	3,330.00
455555	WINSTON WATERCOOLER OF AMARIL	59.5900	3,575.40
117487	FERGUSON ENTERPRISES LLC	70.7600	4,245.60
265211	PREMIER WATERWORKS	124.9600	7,497.60

Line Number		Quantity
33	6520180 COMPRESSION COUPLING, 6" X 5" FOR CAST IRON & C900 PIPE POWERSEAL 3501-6B ONLY, BECAUSE LINES 38 (GLAND) & 40 (GASKET) MUST BE ABLE TO INTERCHANGE WITH THIS COUPLING	600.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	86.5000	51,900.00
455555	WINSTON WATERCOOLER OF AMARIL	92.8700	55,722.00
117487	FERGUSON ENTERPRISES LLC	110.2900	66,174.00

CITY OF AMARILLO, TEXAS
 Bid Evaluation For Quote 7746
 WATERWORKSAND FITTINGS
 SUPPLYAGREEMENT

Line Number	Quantity
34 6520190 COMPRESSION COUPLING, 8" X 5" FOR CAST IRON & C900 PIPE POWERSEAL 3501-8B ONLY, BECAUSE LINES 39(GLAND) AND 41(GASKET) MUST INTERCHANGE WITH THIS COUPLING	80.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	114.9500	9,196.00
455555	WINSTON WATERCOOLER OF AMARIL	123.4200	9,873.60
117487	FERGUSON ENTERPRISES LLC	146.5600	11,724.80

Line Number	Quantity
35 6520200 COMPRESSION COUPLING, 10" X 6" FOR CAST IRON & C900 PIPE EQUAL TO POWERSEAL 3501-10B	10.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	176.7500	1,767.50
455555	WINSTON WATERCOOLER OF AMARIL	189.7800	1,897.80
117487	FERGUSON ENTERPRISES LLC	225.3600	2,253.60
265211	PREMIER WATERWORKS	245.0500	2,450.50

Line Number	Quantity
36 6520210 COMPRESSION COUPLING, 12" X 6" FOR CAST IRON & C900 PIPE EQUAL TO POWERSEAL 3501-12B	30.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	232.6000	6,978.00
455555	WINSTON WATERCOOLER OF AMARIL	249.7400	7,492.20
117487	FERGUSON ENTERPRISES LLC	296.5600	8,896.80
265211	PREMIER WATERWORKS	297.9100	8,937.30

TOTALAMOUNT BID \$54,890.20

Line Number	Quantity
37 6520410 GLAND, 6"	40.00

POWERSEAL V35006C1 ONLY, BECAUSE LINE 34(COUPLING) MUST INTERCHANGE WITH ITEM

CITY OF AMARILLO, TEXAS
 Bid Evaluation For Quote 7746
 WATERWORKSAND FITTINGS
 SUPPLYAGREEMENT

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	22.6000	904.00
455555	WINSTON WATERCOOLER OF AMARIL	24.2600	970.40
117487	FERGUSON ENTERPRISES LLC	28.8100	1,152.40

Line Number	Quantity
38 6520420 GLAND, 8"	10.00

POWERSEAL V35008C1 ONLY, BECAUSE LINE 35(COUPPLING) MUST INTERCHANGE WITH THIS ITEM

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	30.0000	300.00
455555	WINSTON WATERCOOLER OF AMARIL	32.2100	322.10
117487	FERGUSON ENTERPRISES LLC	38.2500	382.50

Line Number	Quantity
39 6520510 GASKET, 6"	40.00

POWERSEAL V35006C2 ONLY, BECAUSE LINE 34(COUPPLING) MUST INTERCHANGE WITH THIS ITEM

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	22.6000	904.00
455555	WINSTON WATERCOOLER OF AMARIL	24.2600	970.40
117487	FERGUSON ENTERPRISES LLC	28.8100	1,152.40

Line Number	Quantity
40 6520520 GASKET, 8"	10.00

POWERSEAL V35008C2 ONLY, BECAUSE LINE 35(COUPPLING) MUST INTERCHANGE WITH THIS ITEM

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	32.0000	320.00
455555	WINSTON WATERCOOLER OF AMARIL	34.3600	343.60
117487	FERGUSON ENTERPRISES LLC	40.8000	408.00

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 7746
WATERWORKSAND FITTINGS
SUPPLYAGREEMENT

Line Number		Quantity
41	6540140 GATEVALVE,2" BRASS RISING STEM, NO LEAD RISING STEM ONLY,NO REGULAR STEM ACCEPTABLE NIBCO ONLY,NO MATCOACCEPTABLEPER WATERDEPARTMENT	80.00

Vendor Number	Name	Unit Cost	Extended Price
117487	FERGUSON ENTERPRISES LLC	181.6900	14,535.20
373817	CORE & MAIN LP	213.0000	17,040.00
455555	WINSTON WATERCOOLER OF AMARIL	307.1900	24,575.20

Line Number		Quantity
42	6555005 MJ GLAND PACK,6" WITH GLAND,GASKET,BOLTS,NUTS	120.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	29.0000	3,480.00
455555	WINSTON WATERCOOLER OF AMARIL	31.9800	3,837.60
117487	FERGUSON ENTERPRISES LLC	42.6800	5,121.60

Line Number		Quantity
43	6555010 MJ GLAND PACK,8" WITH GLAND,GASKET,BOLTS,NUTS	20.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	33.0000	660.00
455555	WINSTON WATERCOOLER OF AMARIL	35.0700	701.40
117487	FERGUSON ENTERPRISES LLC	48.3800	967.60

Line Number		Quantity
44	6560005 MJ RETAINERGLAND KIT,6" WITH GLAND,GASKET,BOLTS,NUTS EQUAL TO SIP EZPVCP06	80.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	54.7500	4,380.00
455555	WINSTON WATERCOOLER OF AMARIL	60.1500	4,812.00

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 7746
WATERWORKS AND FITTINGS
SUPPLY AGREEMENT

117487	FERGUSON ENTERPRISES LLC	69.8800	5,590.40
Line Number			Quantity
45	6560010 MJ RETAINER GLAND KIT, 8" WITH GLAND, GASKET, BOLTS, NUTS EQUAL TO SIP EZPVC P08		20.00
Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	74.6500	1,493.00
455555	WINSTON WATERCOOLER OF AMARIL	81.1400	1,622.80
117487	FERGUSON ENTERPRISES LLC	94.2600	1,885.20
Line Number			Quantity
46	6570110 FOSTER ADAPTER, 6" WITH BOLT KIT		30.00
Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	91.0500	2,731.50
373817	CORE & MAIN LP	98.5000	2,955.00
117487	FERGUSON ENTERPRISES LLC	125.7000	3,771.00
Line Number			Quantity
47	6622010 REDUCER, 4" X 3" DWV PVC		60.00
Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	7.6800	460.80
117487	FERGUSON ENTERPRISES LLC	10.3300	619.80
373817	CORE & MAIN LP	14.7500	885.00
Line Number			Quantity
48	6622020 BEND, 4" DWV 1/16 PVC 22-1/2 DEGREE		60.00
Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	7.2200	433.20
117487	FERGUSON ENTERPRISES LLC	9.7100	582.60

CITY OF AMARILLO, TEXAS
 Bid Evaluation For Quote 7746
 WATERWORKS AND FITTINGS
 SUPPLY AGREEMENT

373817	CORE & MAIN LP	11.2500	675.00
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Line Number			Quantity
49	6622025 BEND, 4" DWV 1/8 PVC 45 DEGREE		160.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	7.2500	1,160.00
455555	WINSTON WATERCOOLER OF AMARIL	8.5500	1,368.00
117487	FERGUSON ENTERPRISES LLC	11.5000	1,840.00

Line Number			Quantity
50	6625025 GASKET, 4" PVC EQUAL TO FERNCO OR PREDCO #490-405		160.00

Vendor Number	Name	Unit Cost	Extended Price
455555	WINSTON WATERCOOLER OF AMARIL	11.2200	1,795.20
373817	CORE & MAIN LP	17.0000	2,720.00
117487	FERGUSON ENTERPRISES LLC	19.0800	3,052.80

Line Number			Quantity
51	6625117 HYDRANT WRENCH MUELLER 174512 ONLY		100.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	53.0000	5,300.00
117487	FERGUSON ENTERPRISES LLC	55.7600	5,576.00
455555	WINSTON WATERCOOLER OF AMARIL	73.2000	7,320.00

Line Number			Quantity
52	6625135 COUPLING, 4" C.I. X 4" C.I. STAINLESS STEEL, SHEAR RINGS EQUAL TO MISSION #MR 56 44 ARC		20.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	22.0500	441.00

CITY OF AMARILLO, TEXAS
 Bid Evaluation For Quote 7746
 WATERWORKSAND FITTINGS
 SUPPLYAGREEMENT

455555	WINSTON WATERCOOLER OF AMARIL	23.8000	476.00
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117487	FERGUSON ENTERPRISES LLC	29.4400	588.80
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Line Number		Quantity
53	6625140 COUPLING, 4" CLAYX 4" C.I. STAINLESS STEEL, SHEAR RINGS EQUAL TO MISSION #MR 02 44 ARC	20.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	33.0000	660.00

117487	FERGUSON ENTERPRISES LLC	43.1400	862.80
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455555	WINSTON WATERCOOLER OF AMARIL	43.6000	872.00
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Line Number		Quantity
54	6625145 COUPLING, 6" CLAYX 6" C.I. STAINLESS STEEL, SHEAR RINGS EQUAL TO MISSION #MR 02 66 ARC	160.00

Vendor Number	Name	Unit Cost	Extended Price
373817	CORE & MAIN LP	56.0000	8,960.00

TOTALAMOUNT BID \$194,817.50

117487	FERGUSON ENTERPRISES LLC	73.1500	11,704.00
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TOTALAMOUNT BID \$306,609.16

455555	WINSTON WATERCOOLER OF AMARIL	98.5700	15,771.20
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TOTALAMOUNT BID \$275,567.04



Agenda Transmittal Memo

Date: January 9, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: Water and Sewer Utilities

Contact Person: John Collins, Director of Utilities

Agenda Caption: CONSIDER AWARD - GOULDS SPLIT-CASE PUMP REPAIR FOR POTTER COUNTY PUMP STATION

Award to: Advanced Water Well Technologies - \$74,778.60 (BuyBoard purchase #672-22)

This item considers the award of a contract to repair the Goulds split-case pump for the Potter County Well Field.

Agenda Item Summary: Consider Approval-Bid #7799, The Goulds split-case pump repair for Potter County pump station. Buy board purchase #672-22 in the amount of \$74,778.60 to Advanced Water Well Technologies. This repair is for one of the 10 MGD pumps located at Potter County Well Field. This pump is critical for meeting our water demand and a needed source of primary and redundant functionality.

Requested Action: Utilities staff requests the approval of Bid #7799 to Advanced Water Well Technologies for the repair of the Goulds split-case pump, in the amount of \$74,778.60

Funding Summary: This purchase will be funded from account 52200.68300.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends the approval of award to Advanced Water Well Technologies.

Attachments: 1. TB24-7799

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 7799
GOULDS SPLIT-CASE PUMP REPAIR
FOR POTTER COUNTY WELL FIELD

BUYBOARD #672-22

Line Number

Quantity

1 936 63 Pumps, Vertical, Maintenance a
nd Repair
Labor cost to repair split-case pump

1.00

Vendor
Number

Name

Unit
Cost

Extended
Price

487078

ADVANCEDWATERWELL TECHNOLOGI

74,778.6000

74,778.60

TOTAL BID AMOUNT \$ 74,778.60



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Public Safety
Department: Police Department
Contact Person: Martin Birkenfeld, Chief of Police

Agenda Caption: CONSIDER PURCHASE - TACTICAL PLATE CARRIERS

Award to: Aspetto - \$179,756.31

This item considers the purchase of Tactical Plate Carriers (body armor) for police officers. This item will be funded by the Rifle Resistant Body Armor Grant Program For Texas Law Enforcement.

Agenda Item Summary: This item considers the award of a contract for the purchase of 67 Tactical Plate Carriers and 67 sets of rifle resistant plates that go into the carrier system. This armor provides additional protection for police officers from rifle fire.

Requested Action: Approval of the purchase.

Funding Summary: This purchase will be funded via the Rifle Resistant Body Armor Grant Program For Texas Law Enforcement.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of the purchase of tactical plate carriers from Aspetto in the amount of \$179,756.31

Attachments:

1. Requisition 50692- Lt. Rolan
2. Aspetto Bid Evaluation
3. 7802 Tactical Plate Carriers

CITY OF AMARILLO
REQUISITION

12/05/2023

Page - 1

Order Number 50692 - 000 - OR

Branch/Plant 24336

BILL TO: PURCHASING DEPT
P.O.BOX 1971
AMARILLO, TEXAS 79105-1971

Vendor CITY OF AMARILLO
PO BOX 1971
AMARILLO TX 79105-1971

Ship To AMARILLO POLICE DEPARTMENT
Attn: Lt. Rolan
200 SE 3RD AVE
AMARILLO TX 79101

Ordered	12/05/2023	Freight		VendorNumber	100156
Requested	12/05/2023	Order Taken By			
Delivery					

Line	Rev	Supplier/ItemDescription	Ordered	UOM	Unit Price	PU UM	Extended Price	Request Date	Order No	Ty	Account Number
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1.000	0	Police Protection Equipment (B	121.000	EA	1,384.2975	EA	167,500.00	12/05/2023			24336.51300
		ody Armor and Riot Shields) an									
		680 08									

ASP-MOD-CAR-PKG

ASPETTO TACTICAL PLATE CARRIER PACKAGE GSA SCHEDULE#SA-07F-146GA

2.000	0	Police Protection Equipment (B	13.000	EA	898.9469	EA	11,686.31	12/05/2023			1610.37413
		ody Armor and Riot Shields) an									
		680 08									

3810

HESCO LEVEL III SAPI CUT

GSA SCHEDULE#GS-07F-146GA

Total Order 179,186.31

Sales Tax Total Order

Term	Pay Next Check Run	Tax Rate	*NA*	.00	179,186.31
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ASPETTO INC
 1691 EMANCIPATION HWY
 FREDERICKSBURG, VA 22401
<https://www.aspetto.com/>

Ph. 540-547-8487
 Fax 540-300-2669
 Email: info@aspettoinc.com



Cage Code :6EMD9
 Tax ID# 263924563
 Duns# 832783521

SAM Registered
 SBA 8a Certified
 HUBZone Certified

Customer Details	Ship To	Quote Info
AGENCY NAME: Amarillo Police Department POC: Kathryn Roth ADDRESS: EMAIL: kathryn.roth@amarillo.gov PH: 806-378-4007	Kathryn Roth kathryn.roth@amarillo.gov 806-378-4007	QUOTE#: T23054AH.1R1 DATE: Nov 1, 2023

Sales Head	Shipping Method	Shipping Terms	Estimated Delivery	Payment Terms
Abbas Haider, abbas.haider@aspettoinc.com , 540-547-8487	N/A	FOB Destination	45-60 Days	NET30

SNo	SKU#	Item Description	Qty	UM	Unit Price	Total Price
1	ASP-MOD-CAR-PKG	Aspetto Tactical Plate Carrier Package GSA Schedule # GS-07F-146GA	67	ea	\$ 1384.96	\$ 92792.32
2	3810	Hesco Level III SAPI Cut GSA Schedule #GS-07F-146GA	67	set	\$ 1297.97	\$ 86963.99
TOTAL						\$179756.31

----- Thank You -----

Amarillo Police Department - Request for Purchase

Division:

DATE:

Account Name:

*Rifle Resistant
Armor
+ 1610.37413*

RETURN THIS FORM TO THE CHIEF'S OFFICE WITH RECEIPT / INVOICE

Quantity	Stock #	Description and Specifications	Budget Line#	Account #	Unit Cost	Total Cost
67		Aspetto Tactical Plate Carrier Package				\$92,792.32
67		Hesco Level III SAPI cut				\$86,393.99
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
		Total Shipping and Handling if Applicable>>>>>>>>				
					Grand Total>>>	\$179,186.31

Requesting Officer:
Suggested Vendor:
Vendor Address:
Vendor Phone Number:
Vendor Email Address:
Division Commander:

If you did not put an amount for shipping, Is shipping free?

☐ **Yes**

☐ **No**

Note: If you intend to have someone else process this order, allow up to two weeks for delivery, four weeks for out of town purchases.

Chief's Office Use Only	
Approved By:	
Account #	
Date Ordered:	
Requisition #:	
D.E.O. #:	
D.P.O.#:	
Remarks:	

Budgeted ?

☐ **Yes**

☐ **No**

Budget line #

APD-176 Revised 04/2019

BID EVALUATION AND RECOMMENDATION FORM

City Departments **must complete** this form for all bids over \$10,000.00.

DATE 12-13-23

Bid recommendations properly completed with all of the questions answered and submitted to the Purchasing Department will be presented to the City Manager's office for consideration of placement on the City Council Agenda. When submitting your recommendation, remember to send to Purchasing a copy of your transmittal memo.

BID ITEM Rifle Resistant Body Armor BID NO.

DEPARTMENT Police

DEPARTMENT DIRECTOR APPROVAL [Signature] DATE 12-18-23

REFER TO INSTRUCTIONS ABOVE FOR ASSISTANCE IN COMPLETING THE ITEMS BELOW:

1. ITEM USE; PROJECT DESCRIPTION:

- A. Please state what is being purchased and give a detailed project description.
 -Rifle-resistant body armor. Aspetto Tactical Plate Carrier Package, Hesco Level III SAPI cut
- B. Is this purchase an addition, replacement or a one-time purchase? If this is a replacement, please include a description of what is being replaced.
 -This armor will replace some armor that was issued to SWAT and Narcotic officers in 2017 and a portion of this armor will equip officers that have yet to be issued this type of armor, who are the officers assigned to our schools and pro-active criminal enforcement unit. The armor that is being replaced are Aspetto vests from 2017.
- D. Provide a color copy of drawings, sketches, or photos of the items you are recommending. (Capital, equipment, utilities, public works, etc).



2. BID EVALUATION; RECOMMENDATION:

- A. Vendor name and total dollar amount to be awarded.
 -Aspetto in the amount of \$179,186.13
- B. Is it being awarded to the low bidder? If not, why?
 -Not sent out for bid. Aspetto provides all armor for Amarillo PD
- C. Were specifications met? If not met, what exceptions were taken and accepted?
 - YES
- D. Is this vendor proprietary? If item is proprietary, include a detailed justification. At a minimum, state how and why proprietary item is necessary or advantageous.
 -YES. Aspetto tactical plate carriers have slimmer design that allows for less bulk and a truer fit, saving space and allowing the officer to move much easier than traditional plat carrier/ballistic vest designs. The vests are equipped with Level III ballistic plates. Aspetto's unique design places the thicker ballistic plates in pockets on the outside of the vest. That leaves the inner vest form-fitting to the officer's body. The vest provides the same protection as other heavy

ballistic vests, but in a much slimmer, more comfortable design. All other vest companies insert the plates inside the vest, leaving them bulky and hard to maneuver in.

E. State the last procurement date for this item, if applicable, and indicate the total average percentage of increase or decrease in price since last purchase.
-2017. Unknown what the previous price was

F. If this is being purchased on any type of contract, (HGAC, Buyboard, etc.), please state why this would be advantageous to the City of Amarillo.

3. **FUNDING SOURCE:**

A. Identify budgeted account; job or grant number(s) including description(s) and indicate if state and/or federal funds will be utilized for this purchase.
-State of Texas provided rifle-resistant body armor grant

B. Provide budget account balance. Provide completion status of all job or grant expenditures **showing remaining balance** of job, grant or capital account.
-Starting and current balance of the grant is \$167,500 and the remaining balance will be paid from account 1610.37413

C. Provide a comparison of the actual bid price vs. budget estimate if applicable

F. For job or grant accounts, provide original date that it was set up
-Grant award began on 9-01-23

Proprietary/Sole Source Purchase Justification

State of Texas law and City of Amarillo policy require competitive bidding for purchases unless they qualify as Proprietary or Sole Source purchases. A Proprietary or Sole Source purchase is a product or service that has a distinctive characteristic that is not shared by competing products or services. When the specification limits consideration to one manufacturer, one product or one service provider, a written Proprietary Purchase/Sole Source Justification form must be retained in the procurement file. This form will assist Purchasing in relaying information necessary on the procurement of proprietary or sole source goods and services. All purchases are subject to the Texas Open Records Act and possible review by Internal, State and Federal auditors. Final approval from Purchasing is required before a purchase will be made.

1. Identify the operational features or functions that are unique or proprietary to the requested good(s) or service(s). For services, identify the special and/or unique qualifications of the individual/company providing the services.

Aspetto custom designed APD SWAT's tactical ballistic vests according to specifications and feedback from team members. They are custom fitted to each officer.

2. For equipment, software, or systems, please explain why no other vendor or distributor can fulfill this request.

Aspetto tactical plate carriers have slimmer design that allows for less bulk and a truer fit, saving space and allowing the officer to move much easier than traditional plat carrier/ballistic vest designs.

3. Briefly explain the need for the unique features or characteristics outlined in the order. For services, explain the reason any unique qualifications are necessary in the performance of the project requirements.

The vests are equipped with Level III ballistic plates. Aspetto's unique design places the thicker ballistic plates in pockets on the outside of the vest. That leaves the inner vest form-fitting to the officer's body. The vest provides the same protection as other heavy ballistic vests, but in a much slimmer, more comfortable design.

4. Explain the reasons competitive products or services are not satisfactory. Identify all other sources whose products/services have been considered for this project and explain why they were unsatisfactory. Also, attaché any quotes/proposals received from other sources, if applicable.

All other vest companies insert the plates inside the vest, leaving them bulky and hard to maneuver in.

5. For products: give brand and model number of existing equipment if product will be used with existing equipment. List the purchase order number, if applicable.

The last purchased Aspetto vests for SWAT were in 2017.

6. For services: if the service is related to an existing contract for service, list the existing purchase order number.

The vendor has not given or offered to give at any time any economic opportunity, future employment, gift, loan, special discount, trip, favor, or service to me in connection with the submitted bid, offer, proposal or contract. The undersigned Department Director does not have a financial, personal, or business interest in a vendor whose products or services are being considered for purchase for the City. Any conflict shall be disclosed to prevent any real or perceived conflicts of interest.

Date: **12/12/23**

Submitted By: **Lt. Rolan 220**

Department: **Police - 1610**

Print Name:

Title: **Lieutenant – Special Operations/Narcotics**

Procurement:

Bid No. 7802 Tactical Plate Carriers
Opened 4:00 p.m., December 13, 2023

To be awarded as one lot	Aspetto
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Line 1 Rifle resistant body armor, Hesco
Level III

67 ea		
Unit Price	\$1,297.970	
Extended Price		86,963.99

Line 2 Aspetto Tactical Plate Carrier
Package

67 ea		
Unit Price	\$1,384.960	
Extended Price		92,792.32

Bid Total	179,756.31
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city	Fredericksburg, VA
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Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Public Safety
Department: Police Department
Contact Person: Martin Birkenfeld, Chief of Police

Agenda Caption: CONSIDER PURCHASE - 175 POLICE UNIFORM OUTER VEST CARRIER AND ACCESSORIES

Award to: Aspetto - \$98,321.00

This item considers the purchase of outer vest carriers for uniform patrol officers and is funded with American Rescue Plan Act (ARPA) grant funds.

Agenda Item Summary: This is a request for the purchase of 175 Aspetto TOC Carrier and accessories. The uniform carrier houses the bullet resistant vests worn by uniformed police officers. The carrier will also provide load bearing capability to increase officer comfort and reduce the weight of gear carried on the duty belt. These carriers are a replacement for current uniform shirts and inner vest combination. They look similar to the traditional uniform but display the outer carrier.

Requested Action: Request Council's approval and award of the purchase of the Aspetto TOC Carrier and accessories.

Funding Summary: Federal funds will be utilized from Account 411933.17400.1080.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of the purchase of 175 Police Uniform Outer Vest Carrier and Accessories, Award to: Aspetto in the amount of \$98,321.00

Attachments: 1. TB24-7783

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 7783
PURCHASE OF OUTER CARRIERS AND
ACCESSORIES

Line Number		Quantity
1	16109160 ASPETTO TOC CARRIER ASPETTO OUTER CARRIER ASPETTO TOC CARRIER	175.00

SKU# 2-202-098

5 ROWS OF MOLLE, FRONT ZIPPER SYSTEM, NAVY BLUE OUTER CARRIER

Vendor Number	Name	Unit Cost	Extended Price
468484	ASPETTO INC	273.0000	47,775.00

Line Number		Quantity
2	16109162 SINGLE DUTY HANDCUFF, TACO U-M TACO, U-MOUNT HSG DUTY HANDCUFF(SINGLE) TACO U-MOUNT, SMALL, BLACK, MOLLE	300.00

SKU# HSG-41D000BK

Vendor Number	Name	Unit Cost	Extended Price
468484	ASPETTO INC	36.7400	11,022.00

Line Number		Quantity
3	16109164 4"X6" UTILITY POUCH VERTICAL UTI OUCH-BLK SAFARI LAND MOLLE, PROTECH 4"X6" UTILITY POUCH, VERTICAL, BLACK, MOLLE	175.00

SKU# TP19A-6248

Vendor Number	Name	Unit Cost	Extended Price
468484	ASPETTO INC	63.7900	11,163.25

Line Number		Quantity
4	16109166 DUTY OC SPRAY POUCH DUTY OC SPRAY POUCH-BLK HSG DUTY OC SPRAY TACO, BLACK, MOLLE	175.00

SKU# HSG-41OC00BK

Vendor Number	Name	Unit Cost	Extended Price
468484	ASPETTO INC	29.0800	5,089.00

Line Number		Quantity
5	16109168 DUTY DOUBLE MAG DUTY DOUBLE MAG, TACO U-MOUNT HSG DOUBLE PISTOL MAGAZINE TACO U-MOUNT, BLACK, MOLLE	175.00

SKU# HSG-41PTO02BK

Vendor Number	Name	Unit Cost	Extended Price
468484	ASPETTO INC	45.1600	7,903.00

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 7783
PURCHASE OF OUTER CARRIERS AND
ACCESSORIES

Line Number		Quantity
6	16109170 T-SERIETASER 7 ADAPTER T-SERIES MOLLE ADAPTER, BLK BLACK HAWK T SERIES MOLLE ADAPTER FOR TASER 7, BLACK	175.00

SKU#BH-432500BK

Vendor Number	Name	Unit Cost	Extended Price
468484	ASPETTO INC	28.2900	4,950.75

Line Number		Quantity
7	16109172 SM FLASHLIGHT POUCH SMALL FLASHLIGHT POUCH, BLK SMALL FLASHLIGHT POUCH, BLACK, MOLLE	175.00

SKU# SAR-1219671-TP58B-BK

Vendor Number	Name	Unit Cost	Extended Price
468484	ASPETTO INC	55.2800	9,674.00

Line Number		Quantity
8	001 01 Shipping, Handling & Misc Fees SHIPPING AND HANDLING	1.00

Vendor Number	Name	Unit Cost	Extended Price
468484	ASPETTO INC	744.0000	744.00
TOTALAMOUNT BID: \$98,321.00			



Agenda Transmittal Memo

Date: January 9, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: Water and Sewer Utilities

Contact Person: John Collins, Director of Utilities

Agenda Caption: CONSIDER PURCHASE - REHABBING THE FILTER COMPLEX AT HOLLYWOOD ROAD WASTEWATER TREATMENT PLANT

Award to: Aqua-Aerobic Systems, Inc.- \$1,101,024.00.

This item considers approval for the purchase of the rebuild of three traveling bridge filters at Hollywood Road Wastewater Treatment Plant.

Agenda Item Summary: Consider Purchase - Service to repair the filter complex at Hollywood Road Wastewater Treatment Plant for the amount of \$1,101,024.00. This purchase will include teardown and installation of three 16'x86' traveling bridge filters, underdrain installation, skimmer installation, backwash shoe assembly, and backwash shoe tensioning assembly.

Requested Action: Consideration, approval, and award of purchase.

Funding Summary: This purchase will be funded from 523220.17400.2040 with a current balance of \$1,300,00.00.

Community Engagement Summary: This purchase of repairs to the filter system of Hollywood Road Wastewater Treatment Plant is a key component in keeping the functionality of the plant operational. This purchase will help with the overall functionality of Hollywood Road, including the ability to keep up with the growing population of the City of Amarillo.

Staff Recommendation: Staff recommends the approval of the purchase to Aqua-Aerobic Systems, Inc.

Attachments: 1. TB24-7811

TO THE ATTENTION OF GERALD POMPA PER QUOTE 172752 - BID 7811

CITY OF AMARILLO - HOLLYWOODROAD WASTEWATERTREATMENTDEPT

Line Number

Quantity

1 936 64 PURIFICATION AND FILTERING
DEVICES MAINTENANCE AND REPAIR
FILTER REHAB

1.00

Vendor
Number

Name

Unit
CostExtended
Price

116089

AQUA-AEROBIC SYSTEMS INC

1,101,024.0000

1,101,024.00



Agenda Transmittal Memo

Date: January 9, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: Water and Sewer Utilities

Contact Person: John Collins, Director of Utilities

Agenda Caption: CONSIDER PURCHASE - PRECISION PUMP/ZONE INDUSTRIES

Award to: Zone Industries - \$236,596.00

This item considers approval for the purchase of a replacement motor #2 at the Arden pump station. This is a Buy Board purchase #672-22.

Agenda Item Summary: Consider Purchase - Buy Board #677-22- Replacement motor #2 for Arden pump station and replacement Goulds split-case pump at the Potter County Well Field. This purchase will include a Nidec 350hp electric motor, vertical solid high thrust, 4000 VAC, 3 phase, 60hz, 5012VP frame, 900 RPM; and a 10 MGD Goulds split-case pump with SS impeller, model 3409M, pump testing by Zone industries with interior Belzona coating.

Requested Action: Consideration, approval, and award of purchase.

Funding Summary: This purchase will be funded from 52220.68300.

Community Engagement Summary: This purchase of the new motors is critical for meeting water demand and a needed source of primary and redundant functionality for the Arden pump station and the Potter County Well Field.

Staff Recommendation: Staff recommends the approval of the purchase to Zone Industries.

Attachments: 1. TB24-7801-

Bid Evaluation For Quote 7801
 SPLIT-PUMPFOR POTTER CTY PUMP
 STATION& MOTOR REPLACEMENT#2

BUYBOARD # 672-22

Line Number			Quantity
1	720 90	Well Pumps, All Kinds	1.00

Goulds split case pump with SS Impeller. model 3409M

Vendor Number	Name	Unit Cost	Extended Price
491551	ZONE INDUSTRIES/PRECISION PUMP	120,599.0000	120,599.00

Line Number			Quantity
2	720 90	Well Pumps, All Kinds	1.00

pump testing cost

Vendor Number	Name	Unit Cost	Extended Price
491551	ZONE INDUSTRIES/PRECISION PUMP	5,850.0000	5,850.00

Line Number			Quantity
3	720 90	Well Pumps, All Kinds	1.00

belzona coating (interior)

Vendor Number	Name	Unit Cost	Extended Price
491551	ZONE INDUSTRIES/PRECISION PUMP	12,123.0000	12,123.00

Line Number			Quantity
4	285 71	Motors and Parts, Integral H.P	1.00

., Three Phase, Electric
 Nidec 350hp electric motor vertical solid shaft high thrust, 4000VAC, 3 phase,
 60hz, 5012VP frame, 900 RPM

Vendor Number	Name	Unit Cost	Extended Price
491551	ZONE INDUSTRIES/PRECISION PUMP	98,024.0000	98,024.00

TOTAL BID AMOUNT \$ 236,596.00





Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Infrastructure
Department: Capital Projects Development and Engineering
Contact Person: Chris Ray, Resource Administrator

Agenda Caption: CONSIDER APPROVAL - S. GEORGIA STREET RECONSTRUCTION PROJECT R.O.W. DEDICATION

This Item is to consider the approval of an 11,170 square foot Right-of-Way Dedication Deed from Happy Again, L.P. and Attebury Elevators, LLC to help facilitate the reconstruction of S. Georgia Street from Loop 335 to Burk Lane. This Dedication covers the typical 60 feet of Right-of-Way for major arterials in the City of Amarillo.

Agenda Item Summary: This items is to consider approval of a 11,170 square feet Dedication Deed from Happy Again, LP and Attebury Elavators, LLC for the S. Georgia Street Reconstruction Project.

Requested Action: Consider approval of an 11,170 square feet Dedication Deed to help facilitate the S. Georgia Street Reconstruction Project. This is a typical 60 feet of R.O.W. dedication adjacent to all major arterials.

Funding Summary: Funding for this project can be found in Job No. 462011

Community Engagement Summary: The Community will be engaged once the contractor has been awarded the project and a time is scheduled for construction to begin.

Staff Recommendation: City Staff is recommending approval of the Dedication Deed from Happy Again, LP and Attebury Elevators, LLC.

Attachments:

1. Happy Again, LP & Attebury Elevators, LLC - Dedication Deed_.256 acres_signed
2. Rockrose - approval

DEDICATION DEED

Date: November 21, 2023

Grantors: Happy Again, L.P., a Texas limited partnership
7830 Hillside Road, Suite 300
Amarillo, Texas 79119-7875

Attebury Elevators, LLC, a Texas limited liability company
7830 Hillside Road, Suite 300
Amarillo, Texas 79119

Grantee: City of Amarillo, Texas

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

Consideration: Dedication to Public Use.

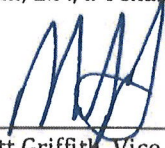
Property: All that property described on the attached Exhibit A and depicted on the attached Exhibit B within Section 231, Block 2, AB&M Survey, Randall County, Texas as conveyed to Happy Again, L.P. by instrument and recorded in Clerk's File No. 2007-003238 and to Attebury Elevators, LLC. by instrument and recorded in Clerk's File No. 2000-625785, Official Public Records of Randall County, Texas.

Grantor, for Consideration, by this instrument conveys and dedicates the Property to Grantee, a home-rule municipal corporation, the right to establish right-of-ways over, under and across Grantor's Property to be used for public use and purposes including but not limited to using the Property for streets, sidewalks, curb, gutter, utilities, drainage and other public structures or facilities and to maintain, repair and replace same.

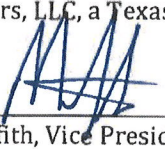
Grantor binds itself, its successors and assigns to warrant and forever defend all and singular the Property to Grantee, its successors and assigns against any person whomsoever lawfully claiming the same or any part thereof.

Grantor's:

Happy Again, L.P., a Texas limited partnership

By: 
Matt Griffith, Vice President

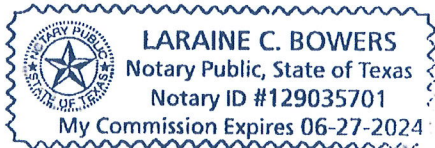
Attebury Elevators, LLC, a Texas limited liability company

By: 
Matt Griffith, Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF RANDALL §

This instrument was acknowledged before me on the 21 day of November 2023 by Matt Griffith, Vice President of Happy Again, L.P., a Texas limited partnership.

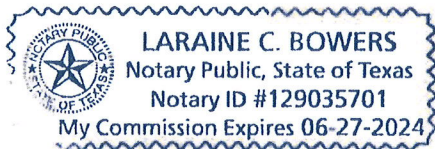


Laraine C. Bowers
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF RANDALL §

This instrument was acknowledged before me on the 21 day of November 2023 by Matt Griffith, Vice President of Attebury Elevators, LLC, a Texas limited liability company.



Laraine C. Bowers
Notary Public, State of Texas

KSA ENGINEERS, INC.
RANDALL COUNTY
SOUTH GEORGIA STREET DEDICATION

HAPPY AGAIN L.P. & ATTEBURY ELEVATORS, LLC. SAM
JOB NO. 64637
SHEET 01 OF 04
TRACT ID - HAPPY AGAIN L.P.

EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION
HAPPY AGAIN L.P. & ATTEBURY ELEVATORS, LLC
0.256 ACRES OR 11,170 SQUARE FEET
SOUTH GEORGIA STREET DEDICATION

METES AND BOUNDS DESCRIPTION OF A 0.256 ACRE STREET DEDICATION OUT OF A TRACT TO HAPPY AGAIN L.P., ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 2007-003238, OFFICIAL PUBLIC RECORDS RANDALL COUNTY, TEXAS, AND TO ATTEBURY ELEVATORS, LLC ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 2000-625785, OFFICIAL PUBLIC RECORDS, RANDALL COUNTY, TEXAS, COMPLETELY WITHIN SECTION 231, BLOCK 2, AB & M SURVEY, ABSTRACT NUMBER 29;

BEGINNING AT A CALCULATED CORNER (GRID N: 3688937.87, GRID E:546661.33) FOR THE SOUTHEAST CORNER OF THIS DEDICATION IN THE WEST LINE OF SAID SOUTH GEORGIA STREET, FROM WHICH A FOUND 1/2-INCH IRON ROD WITH A YELLOW CAP MARKED "4623" FOR THE NORTHWEST CORNER OF A TRACT TO JANICE GOULDY PAUL, TRUSTEE OF THE JANICE GOULDY PAUL REVOCABLE TRUST DECLARATION DATED NOVEMBER 2, 2000, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 2013-19651, OFFICIAL PUBLIC RECORDS, RANDALL COUNTY, TEXAS, BEARS N 26°20'18" E, A DISTANCE OF 225.68 FEET;

THENCE S 45°02'31" W, WITH THE EAST LINE OF SAID SOUTH GEORGIA STREET, A DISTANCE OF 14.69 FEET TO A CALCULATED CORNER OF THE SOUTHWEST CORNER OF THIS DEDICATION AND OF SAID HAPPY TRACT;

THENCE N 00°03'33" E, ACROSS SAID HAPPY TRACT, A DISTANCE OF 1,103.00 FEET TO A SET 5/8 -INCH IRON ROD WITH CAP MARKED "SAM" FOR THE NORTHWEST CORNER OF THIS DEDICATION ON THE NORTH LINE OF SAID HAPPY TRACT COMMON TO THE SOUTH LINE OF CITY VIEW ESTATES UNIT NO 19, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 2021013257, OFFICIAL PUBLIC RECORDS, RANDALL COUNTY, TEXAS;

THENCE N 89°56'47" E, WITH THE NORTH LINE OF SAID HAPPY TRACT, A DISTANCE OF 10.14 FEET TO A CALCULATED CORNER FOR THE NORTHEAST CORNER OF THIS DEDICATION, FROM WHICH A FOUND 1/2-INCH IRON ROD WITH YELLOW CAP MARKED "4623" BEARS S 27°19'00" E, A DISTANCE OF 217.47 FEET;

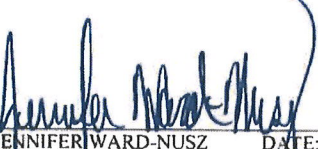
THENCE S 00°03'20" W, WITH THE WEST LINE OF SAID SOUTH GEORGIA STREET, A DISTANCE OF 1092.78 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.256 ACRES OF LAND OR 11,170 SQUARE FEET.

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH ZONE (4201). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.999752830.

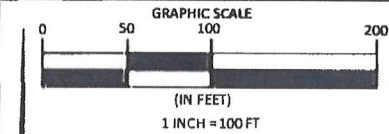
SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.

THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.


JENNIFER WARD-NUSZ DATE: 10/12/2023
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300





LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N26°20'18"E	225.68'
L2	S45°02'31"W	14.69'
L3	N00°03'33"W	1103.00'
L5	S00°03'20"W	1092.78'

STREET DEDICATION
0.256 ACRES
11,170 SQUARE FEET

HAPPY AGAIN L.P.
INST 2007-003238
OPRRT
TRACT 2
& ATTEBURY
ELEVATORS, LLC.
INST 2000-625785
OPRRT

SECTION 231, BLOCK 2,
AB & M SURVEY
ABSTRACT NO. 29

LOT 1, BLOCK 1
SOUTH GEORGIA BUSINESS
PARK UNIT NO.1
INST 2021020345
OPRRT

SECTION 182,
BLOCK 2,
AB & M SURVEY
ABSTRACT NO. 648

JANICE GOULDY PAUL, TRUSTEE
OF THE JANICE GOULDY PAUL
REVOCABLE TRUST DECLARATION
DATED NOVEMBER 2, 2000
INST 2013-19651
OPRRT

P.O.B.
GRID N=3688937.87
GRID E=546661.33

THE STATE OF TEXAS
INST 2013-021705, OPRRT

LOOP 335
(200' RIGHT-OF-WAY)

STATE OF TEXAS ROW
VOL 357, PG 334, DRRCT

STATE OF TEXAS ROW
VOL 357, PG 337, DRRCT

SECTION 232, BLOCK 2,
AB & M SURVEY
ABSTRACT NO. 1125

SECTION 181, BLOCK 2,
AB & M SURVEY
ABSTRACT NO. 26

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH ZONE (4201). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.999752830
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.

LEGEND

O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS,
RANDALL COUNTY, TEXAS
D.R.R.C.T. DEED RECORDS, RANDALL
COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
● FOUND 1/2" IR W/YELLOW CAP MRK'D "4623"
● 5/8-INCH IRON ROD W/CAP MRK "SAM"
△ CALCULATED POINT
EASEMENT AREA
RIGHT OF WAY LINE
SURVEY LINE
PROPERTY LINE
EXISTING EASEMENT



JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM NO. 10064300

10/12/23

SHEET 02 OF 04

TRACT ID: HAPPY AGAIN L.P.
JOB NUMBER: 64637
FIELD DATE: NOV. 2021, JAN. 2022, FEB 2022 & AUG. 2022
SCALE: 1" = 100'
DATE: 10/12/2023
DRAWN BY: JCV

KSA ENGINEERS, INC.
GEORGIA STREET DEDICATION
0.256 ACRES, 11,170 SQUARE FEET
HAPPY AGAIN L.P. & HAPPY HORIZONS PROPERTIES L.P.
SECTION 231, BLOCK 2
AB & M SURVEY, AB-29
RANDALL COUNTY, TEXAS



15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.699.0801
Fax: 432.699.0681
Email: info@sam.biz

Texas Firm Registration No. 10064300

PATH: M:\1021064637\100\SURVEY\08PLATS\64637 - HAPPY AGAIN.DWG

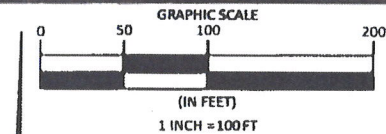


EXHIBIT 'B'

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L3	N00°03'33"E	1103.00'
L5	S00°03'20"W	1092.78'

MATCH LINE - SHEET 04

HAPPY AGAIN L.P.
INST 2007-003238
OPRRCT
TRACT 2
& ATTEBURY
ELEVATORS, L.L.C
INST 2000-625785
OPRRCT

SECTION 231, BLOCK 2,
AB & M SURVEY
ABSTRACT NO. 29

50' ROW COUNTY OF RANDALL
VOL 711, PG 185, DRECT
S. GEORGIA ST.

(100' RIGHT-OF-WAY)
50' ROW COUNTY OF RANDALL
VOL 726, PG 86, DRECT

9.96' ADDITIONAL ROW DEDICATED W/ THIS P.D.

AMARILLO ECONOMIC
DEVELOPMENT
CORPORATION
INST 2019009902,
OPRRCT
TRACT 3

LOT 1, BLOCK 1
SOUTH GEORGIA
BUSINESS PARK UNIT
NO. 1
INST 2021020345
OPRRCT

SECTION 182,
BLOCK 2,
AB & M SURVEY
ABSTRACT NO. 648

STREET DEDICATION
0.256 ACRES
11,170 SQUARE FEET

MATCH LINE - SHEET 02



JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH ZONE (4201). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.999752830
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.

LEGEND

- O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS,
RANDALL COUNTY, TEXAS
- D.R.R.C.T. DEED RECORDS, RANDALL
COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- FOUND 1/2" IR W/YELLOW CAP MRK'D "4623"
- ⊙ 5/8-INCH IRON ROD W/CAP MRK "SAM"
- △ CALCULATED POINT
- EASEMENT AREA
- RIGHT OF WAY LINE
- SURVEY LINE
- PROPERTY LINE
- EXISTING EASEMENT

SHEET 03 OF 04

TRACT ID: HAPPY AGAIN L.P.
JOB NUMBER: 64637
FIELD DATE: NOV. 2021, JAN. 2022, FEB 2022 & AUG. 2022
SCALE: 1" = 100'
DATE: 10/12/2023
DRAWN BY: JCV

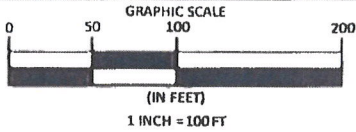
KSA ENGINEERS, INC.
GEORGIA STREET DEDICATION
0.256 ACRES, 11,170 SQUARE FEET
HAPPY AGAIN L.P. & HAPPY HORIZONS PROPERTIES L.P.
SECTION 231, BLOCK 2
AB & M SURVEY, AB-29
RANDALL COUNTY, TEXAS



15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.899.0801
Fax: 432.899.0861
Email: info@sam.biz

Texas Firm Registration No. 10064300

PATH: M:\1021084837\100\SURVEY\08PLATS\64637 - HAPPY AGAIN.DWG



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L3	N00°03'33"E	1103.00'
L4	N89°56'47"E	10.14'
L5	S00°03'20"W	1092.78'
L6	S27°19'00"E	217.47'

EXHIBIT 'B'

CITY VIEW ESTATES UNIT NO 19
INST # 2021013257
O.P.R.R.C.T.

STREET DEDICATION
0.256 ACRES
11,170 SQUARE FEET

HAPPY AGAIN L.P.
INST 2007-003238
OPRRCT
TRACT 2
& ATTEBURY
ELEVATORS, LLC
INST 2000-625785
OPRRCT

SECTION 231, BLOCK 2,
AB & M SURVEY
ABSTRACT NO. 29

SECTION 182,
BLOCK 2,
AB & M SURVEY
ABSTRACT NO. 648

AMARILLO ECONOMIC
DEVELOPMENT CORPORATION
INST 2019009902, OPRRCT
TRACT 1
LOT 1, BLOCK 1
SOUTH GEORGIA BUSINESS
PARK UNIT NO. 1
INST 2021020345
OPRRCT

AMARILLO ECONOMIC
DEVELOPMENT CORPORATION
INST 2020-005357
OPRRCT

AMARILLO ECONOMIC DEVELOPMENT
CORPORATION
INST 2019009902, OPRRCT
TRACT 3
LOT 1, BLOCK 1
SOUTH GEORGIA BUSINESS PARK
UNIT NO. 1
INST 2021020345
OPRRCT

P.O.R.

S. GEORGIA ST.
(100' RIGHT-OF-WAY)

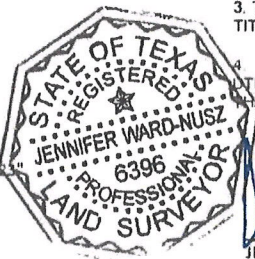
MATCH LINE - SHEET 03

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH ZONE (4201). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.999752830
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.

LEGEND

O.P.R.R.C.T. OFFICIAL PUBLIC RECORDS,
RANDALL COUNTY, TEXAS
DEED RECORDS, RANDALL
COUNTY, TEXAS
D.R.R.C.T.
P.O.B. POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
● FOUND 1/2" IR W/YELLOW CAP MRK'D "4637"
● 5/8-INCH IRON ROD W/CAP MR'K "SAM"
△ CALCULATED POINT
EASEMENT AREA
RIGHT OF WAY LINE
SURVEY LINE
PROPERTY LINE
EXISTING EASEMENT



JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM NO. 10064300

SHEET 04 OF 04

TRACT ID: HAPPY AGAIN L.P.
JOB NUMBER: 64637
FIELD DATE: NOV. 2021, JAN. 2022, FEB 2022 & AUG. 2022
SCALE: 1" = 100'
DATE: 10/12/2023
DRAWN BY: JCV

KSA ENGINEERS, INC.
GEORGIA STREET DEDICATION
0.256 ACRES, 11,170 SQUARE FEET
HAPPY AGAIN L.P. & HAPPY HORIZONS PROPERTIES L.P.
SECTION 231, BLOCK 2
AB & M SURVEY, AB-29
RANDALL COUNTY, TEXAS



15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Office: 432.699.0801
Fax: 432.699.0861
Email: info@sam.biz

Texas Firm Registration No. 10064300

PATH: M:\1021064637\100\SURVEY\06PLATS\64637 - HAPPY AGAIN.DWG

Ray, Chris

From: Schmidt, Leslie
Sent: Wednesday, November 1, 2023 3:58 PM
To: Ray, Chris
Subject: Dedication Deeds Attached
Attachments: Dedication Deed - Happy Again LP - Happy Horizons LP.docx; Dedication Deed - Happy Horizons Happy Again.docx; Dedication Deed - Happy Horizons Properties LP.docx

Hi Chris,

These are ready for signature. I made a minor correction on one of them.

Have a great evening!

Leslie Spear Schmidt
Senior Assistant City Attorney
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79101
(806) 378-9393

ATTENTION ELECTED OFFICIALS: A "Reply to All" on this email could lead to violations of the Texas Open Meetings Act. Please Reply only to the sender.

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OPEN RECORDS: The preceeding statement notwithstanding, Texas has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are available to the public and media upon written request. Your email communications, including your email address, may therefore be subject to public disclosure.



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Infrastructure
Department: Capital Projects Development and Engineering
Contact Person: Chris Ray, Resource Administrator

Agenda Caption: CONSIDER APPROVAL - S. GEORGIA STREET RECONSTRUCTION PROJECT R.O.W. DEDICATION

This Item is to consider the approval of a 6,136 square foot Right-of-Way Dedication from Happy Again, L.P. and Attebury Elevators, LLC to help facilitate the reconstruction of S. Georgia Street from Loop 335 to Burk Lane. The City has agreed to compensate Happy Again, L.P. and Attebury Elevators, LLC \$10.00 per square foot for a total R.O.W. Dedication of \$61,360.00.

Agenda Item Summary: This item is to consider approval for the 6,136 square feet Dedication Deed for \$61,360.00 from Happy Again, LP and Attebury Elevators, LLC to help facilitate the reconstruction of S. Georgia Street from Loop 335 to Burk Lane.

Requested Action: Consider approval of the 6,136 square feet Dedication Deed from Happy Again, LP and Attebury Elevators, LLC.

Funding Summary: Funding for this can be found in Job No. 462011.

Community Engagement Summary: The Community will be engaged once a contractor has been awarded the bid and a project start date can be set.

Staff Recommendation: City Staff is recommending approval of the Dedication Deed from Happy Again, LP and Attebury Elevators, LLC.

Attachments:

1. Happy Again, LP & Attebury Elevators, LLC - Dedication Deed_.141 acres_signed
2. Happy Again et al - Agreement_signed
3. Rockrose - approval

DEDICATION DEED

Date: November 21, 2023

Grantors: Happy Again, L.P., a Texas limited partnership
7830 Hillside Road, Suite 300
Amarillo, Texas 79119-7875

Attebury Elevators, LLC, a Texas limited liability company
7830 Hillside Road, Suite 300
Amarillo, Texas 79119

Grantee: City of Amarillo, Texas

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

Consideration: Dedication to Public Use.

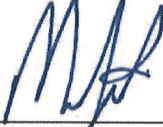
Property: All that property described on the attached Exhibit A and depicted on the attached Exhibit B within Section 231, Block 2, AB&M Survey, Randall County, Texas as conveyed to Happy Again, L.P. by instrument and recorded in Clerk's File No. 2007-003238 and to Attebury Elevators, LLC. by instrument and recorded in Clerk's File No. 2000-625785, Official Public Records of Randall County, Texas.

Grantor, for Consideration, by this instrument conveys and dedicates the Property to Grantee, a home-rule municipal corporation, the right to establish right-of-ways over, under and across Grantor's Property to be used for public use and purposes including but not limited to using the Property for streets, sidewalks, curb, gutter, utilities, drainage and other public structures or facilities and to maintain, repair and replace same.

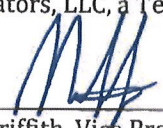
Grantor binds itself, its successors and assigns to warrant and forever defend all and singular the Property to Grantee, its successors and assigns against any person whomsoever lawfully claiming the same or any part thereof.

Grantor's:

Happy Again, L.P., a Texas limited partnership

By: 
Matt Griffith, Vice President

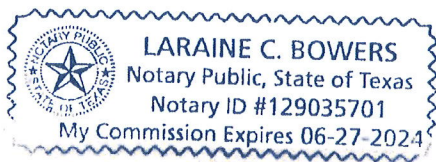
Attebury Elevators, LLC, a Texas limited liability company

By: 
Matt Griffith, Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF RANDALL §

This instrument was acknowledged before me on the 21 day of November 2023 by Matt Griffith, Vice President of Happy Again, L.P., a Texas limited partnership.

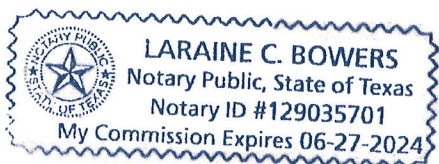


Laraine C. Bowers
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF RANDALL §

This instrument was acknowledged before me on the 21 day of November 2023 by Matt Griffith, Vice President of Attebury Elevators, LLC, a Texas limited liability company.



Laraine C. Bowers
Notary Public, State of Texas

KSA ENGINEERS, INC.
RANDALL COUNTY
SOUTH GEORGIA STREET DEDICATION

HAPPY AGAIN L.P. & ATTEBURY ELEVATORS, LLC. SAM
JOB NO. 64637
SHEET 01 OF 02
TRACT ID - HAPPY AGAIN L.P.

EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION
HAPPY AGAIN L.P. & ATTEBURY ELEVATORS, LLC.
0.141 ACRES OR 6,136 SQUARE FEET
SOUTH GEORGIA STREET DEDICATION

METES AND BOUNDS DESCRIPTION OF A 0.141 ACRE STREET DEDICATION OUT OF A TRACT TO HAPPY AGAIN L.P., ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 2007-003238, OFFICIAL PUBLIC RECORDS RANDALL COUNTY, TEXAS AND TO ATTEBURY ELEVATORS, LLC., ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 2000-625785, OFFICIAL PUBLIC RECORDS, RANDALL COUNTY, TEXAS, DESCRIBED AS TRACTS 1 AND 2, COMPLETELY WITHIN SECTION 231, BLOCK 2, AB & M SURVEY, ABSTRACT NUMBER 29, RANDALL COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CALCULATED CORNER (GRID N: 3693493.58, GRID E:546665.76) FOR THE SOUTHEAST CORNER OF THIS DEDICATION IN THE WEST LINE OF THE EXISTING SOUTH GEORGIA STREET LINE, FROM WHICH A FOUND 1/2-INCH IRON ROD WITH A YELLOW CAP MARKED "4623" ON THE EAST LINE OF SAID SOUTH GEORGIA STREET, BEARS N 39°06'40" E, A DISTANCE OF 159.00 FEET;

THENCE N 89°56'19" W, WITH THE SOUTH LINE OF SAID HAPPY TRACT, A DISTANCE OF 10.00 FEET TO A CALCULATED CORNER FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS DEDICATION;

THENCE N 00°03'21" E, ACROSS SAID HAPPY TRACT AT A DISTANCE OF 1.20 FEET, PASS A SET 5/8-INCH IRON ROD W/CAP MARKED "SAM", CONTINUING ON FOR A TOTAL DISTANCE OF 495.10 FEET TO A SET 5/8 -INCH IRON ROD WITH CAP MARKED "SAM" FOR AN INTERIOR CORNER OF THIS DEDICATION;

THENCE N 44°55'24" W, ACROSS SAID HAPPY TRACT A DISTANCE OF 56.16 FEET TO A CALCULATED CORNER FOR THE NORTHWEST CORNER OF THIS DEDICATION, FROM WHICH A FOUND 1/2-INCH IRON ROD WITH A YELLOW CAP MARKED "4623" ON THE WEST LINE OF SAID HAPPY TRACT COMMON TO THE EAST LINE OF CITY VIEW ESTATES UNIT NUMBER 14 ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 2013-020018, BEARS S 81°03'07 W, A DISTANCE OF 516.88 FEET;

THENCE S 89°53'24" E, WITH THE NORTH LINE OF SAID HAPPY TRACT COMMON TO THE SOUTH LINE OF SAID WEST FARMERS AVENUE, A DISTANCE OF 49.70 FEET TO A CALCULATED CORNER FOR THE NORTHEAST CORNER OF THIS DEDICATION IN THE EAST LINE OF SAID HAPPY TRACT COMMON TO THE WEST LINE OF SAID SOUTH GEORGIA STREET;

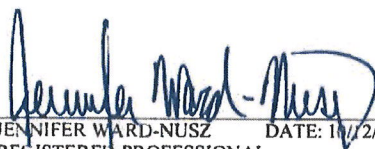
THENCE S 00°03'20" W, WITH THE EAST LINE OF SAID HAPPY TRACT COMMON TO THE WEST LINE OF SAID SOUTH GEORGIA STREET, A DISTANCE OF 534.77 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.141 ACRES OF LAND OR 6,136 SQUARE FEET.

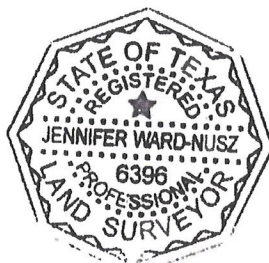
BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH ZONE (4201). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.999752830.

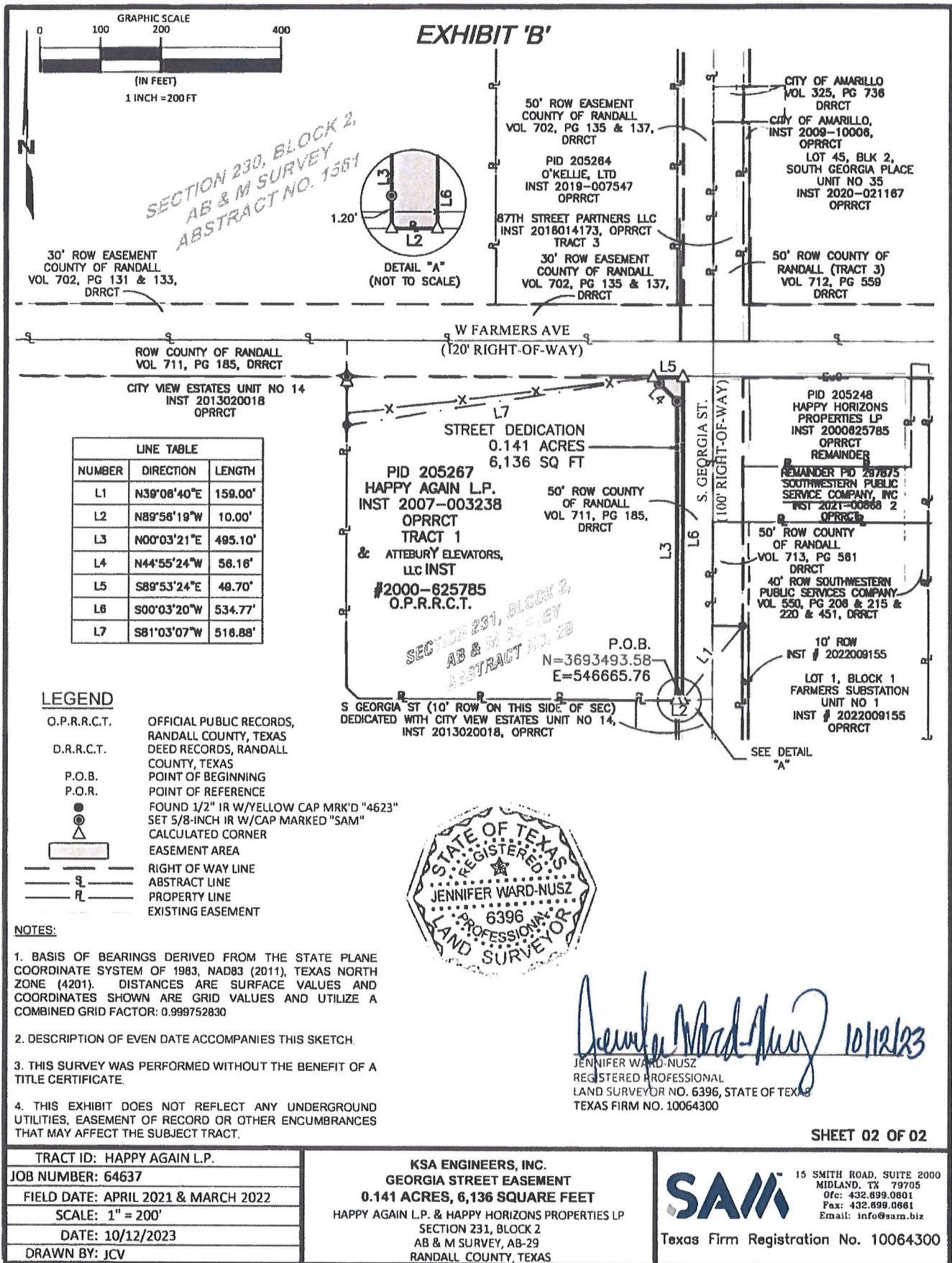
SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.

THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.


JENNIFER WARD-NUSZ DATE: 10/12/2023
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300







To: Happy Again, L.P.
Happy Horizon Properties, L.P. ("Happy")
From: *MM* *ATTEBURY ELEVATORS, LLC*
Andrew Freeman,
Deputy City Manager, City of Amarillo ("City")
Date: November *22*, 2023
Re: S. Georgia Reconstruction Project No. 462011
Acquisition of:

1. 2,273 Square Feet Dedication Deed
2. 6,136 Square Feet Dedication Deed

Upon execution of the Dedication Deeds by Grantor, Happy to the City of Amarillo, as Grantee, for that 2,273 square feet Dedication Deed out of Section 182, Block 2, AB&M Survey, and that 6,136 square feet Dedication Deed out of Section 231, Block 2, AB&M Survey, Randall County, Texas, attached hereto and incorporated herein as Exhibit A, Grantee will pay to Happy \$84,090.00 for the two (2) Dedication Deeds totaling 8,409 square feet at \$10.00 per square foot.

Respectfully,

Andrew Freeman
Deputy City Manager
For the City of Amarillo

Approved and agreed:

Happy Again, L.P.
MM Happy Horizons Properties, L.P.
ATTEBURY ELEVATORS, LLC

By: *MM*
Matt Griffith, Vice-President

Letter Agreement between Happy Again and Happy Horizons and City

808 S. BUCHANAN ST. • P.O. BOX 1971 • AMARILLO, TEXAS 79105-1971 • (806)378-9334 • FAX (806)378-9363 • TDD (806)378-4229

From: Schmidt, Leslie
Sent: Wednesday, November 1, 2023 3:58 PM
To: Ray, Chris
Subject: Dedication Deeds Attached
Attachments: Dedication Deed - Happy Again LP - Happy Horizons LP.docx; Dedication Deed - Happy Horizons Happy Again.docx; Dedication Deed - Happy Horizons Properties LP.docx

Hi Chris,

These are ready for signature. I made a minor correction on one of them.

Have a great evening!

Leslie Spear Schmidt
Senior Assistant City Attorney
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79101
(806) 378-9393

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Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Infrastructure
Department: Capital Projects Development and Engineering
Contact Person: Chris Ray, Resource Administrator

Agenda Caption: CONSIDER APPROVAL - S. GEORGIA STREET RECONSTRUCTION PROJECT R.O.W. DEDICATION DEED

This Item is to consider the approval of a 2,273 square feet R.O.W. Dedication from Happy Horizons Properties, L.P. to help facilitate the reconstruction of S. Georgia Street from Loop 335 to Burk Lane. The City has agreed to compensate Happy Horizons Properties, L.P. \$10.00 per square foot for a total R.O.W. Dedication of \$22,730.00.

Agenda Item Summary: This item is to consider approval of a 2,273 square feet Dedication Deed for \$22,730.00 from Happy Horizons Properties, LP to help facilitate the reconstruction of S. Georgia Street from Loop 335 to Burk Lane.

Requested Action: Consider approval of the 2,273 square feet Dedication Deed from Happy Horizons Properties, LLC.

Funding Summary: Funding for this project can be found in Job No. 462011.

Community Engagement Summary: The Community will be engaged once a contractor has been awarded the Bid and a project start date can be set.

Staff Recommendation: City Staff is recommending approval of the Dedication Deed from Happy Horizons, LP.

Attachments:

1. Happy Horizons Properties, LLC - Dedication Deed_.052 acres_signed
2. Happy Again et al - Agreement_signed
3. Rockrose - approval

DEDICATION DEED

Date: November 21, 2023

Grantors: Happy Horizons Properties, L.P., a Texas limited partnership
7830 Hilside Road, Suite 300
Amarillo, Texas 79119-7875

Grantee: City of Amarillo, Texas

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

Consideration: Dedication to Public Use.

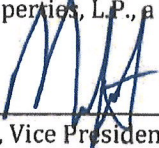
Property: All that property described on the attached Exhibit A and depicted on the attached Exhibit B within Section 182, Block 2, AB&M Survey, Randall County, Texas as conveyed to Happy Horizons Properties, L.P. by instrument and recorded in Clerk's File No. 2000625785, Official Public Records of Randall County, Texas.

Grantor, for Consideration, by this instrument conveys and dedicates the Property to Grantee, a home-rule municipal corporation, the right to establish right-of-ways over, under and across Grantor's Property to be used for public use and purposes including but not limited to using the Property for streets, sidewalks, curb, gutter, utilities, drainage and other public structures or facilities and to maintain, repair and replace same.

Grantor binds itself, its successors and assigns to warrant and forever defend all and singular the Property to Grantee, its successors and assigns against any person whomsoever lawfully claiming the same or any part thereof.

Grantor:

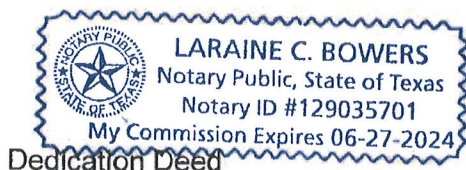
Happy Horizons Properties, L.P., a Texas limited partnership

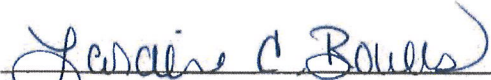
By: 
Matt Griffith, Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF RANDALL §

This instrument was acknowledged before me on the 21 day of November 2023 by Matt Griffith, as Vice President of Happy Horizons Properties, L.P., a Texas limited partnership.




Notary Public, State of Texas

KSA ENGINEERS, INC.
RANDALL COUNTY
SOUTH GEORGIA STREET DEDICATION

HAPPY HORIZONS PROPERTIES LP
SAM JOB NO. 64637
SHEET 01 OF 07
TRACT ID - HAPPY HORIZONS

EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION
HAPPY HORIZONS PROPERTIES LP
0.052 ACRES OR 2,273 SQUARE FEET
SOUTH GEORGIA STREET DEDICATION

METES AND BOUNDS DESCRIPTION OF A 0.052 ACRE STREET DEDICATION OUT OF A TRACT TO HAPPY HORIZONS PROPERTIES LP, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 2000625785, OFFICIAL PUBLIC RECORDS RANDALL COUNTY, TEXAS, COMPLETELY WITHIN SECTION 182, BLOCK 2, AB & M SURVEY, ABSTRACT NUMBER 8560;

BEGINNING AT A CALCULATED CORNER (GRID N:3693880.01, GRID E:546766.20) ON THE EAST LINE OF SAID SOUTH GEORGIA STREET COMMON TO THE WEST LINE OF SAID HAPPY HORIZONS TRACT, FOR THE SOUTHWEST CORNER OF THIS DEDICATION, FROM WHICH A FOUND 2-INCH IRON PIPE BEARS S 00°02'11" W, A DISTANCE OF 91.34 FEET;

THENCE N 00°02'11" E, WITH THE EAST LINE OF SAID SOUTH GEORGIA STREET COMMON TO THE WEST LINE OF SAID HAPPY HORIZONS TRACT, A DISTANCE OF 148.12 FEET TO A CALCULATED CORNER ON THE SOUTH LINE OF WEST FARMERS AVENUE (120 FOOT RIGHT-OF-WAY) ACCORDING TO THE DOCUMENT RECORDED IN VOLUME 711, PAGE 183, OFFICIAL PUBLIC RECORDS RANDALL COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS DEDICATION, FROM WHICH A FOUND RAIL ROAD SPIKE FOR THE NORTHWEST CORNER OF SAID SECTION 182, BEARS N 39°45'39" W, A DISTANCE OF 78.13 FEET;

THENCE S 89°54'22" E, WITH THE SOUTH LINE OF SAID WEST FARMERS AVENUE COMMON TO THE NORTH LINE OF SAID HAPPY HORIZONS TRACT, A DISTANCE OF 49.88 FEET TO A CALCULATED CORNER ON THE NORTH LINE OF SAID HAPPY HORIZONS TRACT FOR THE NORTHEAST CORNER OF THIS DEDICATION;

THENCE S 45°04'22" W, A DISTANCE OF 56.43 FEET TO A SET 5/8-INCH IRON ROD WITH CAP MARKED "SAM" FOR AN INTERIOR CORNER OF THIS DEDICATION;

THENCE S 00°01'20" W, A DISTANCE OF 108.24 FEET TO A SET 5/8-INCH IRON ROD WITH CAP MARKED "SAM" ON THE SOUTH LINE OF SAID HAPPY HORIZONS TRACT COMMON TO THE NORTH LINE OF SAID SOUTHWESTERN TRACT, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS DEDICATION;

THENCE N 89°41'09" W, WITH THE SOUTH LINE OF SAID HAPPY HORIZONS TRACT COMMON TO THE NORTH LINE OF SAID SOUTHWESTERN TRACT, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.052 ACRES OF LAND OR 2,273 SQUARE FEET.

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH ZONE (4201). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.999752830.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.

THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.


JENNIFER WARD-NUSZ DATE: 12/12/30
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

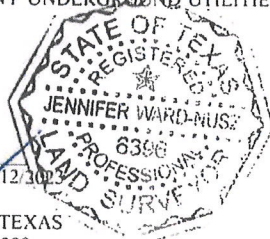
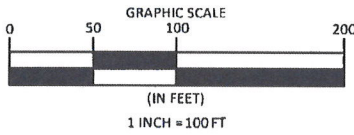
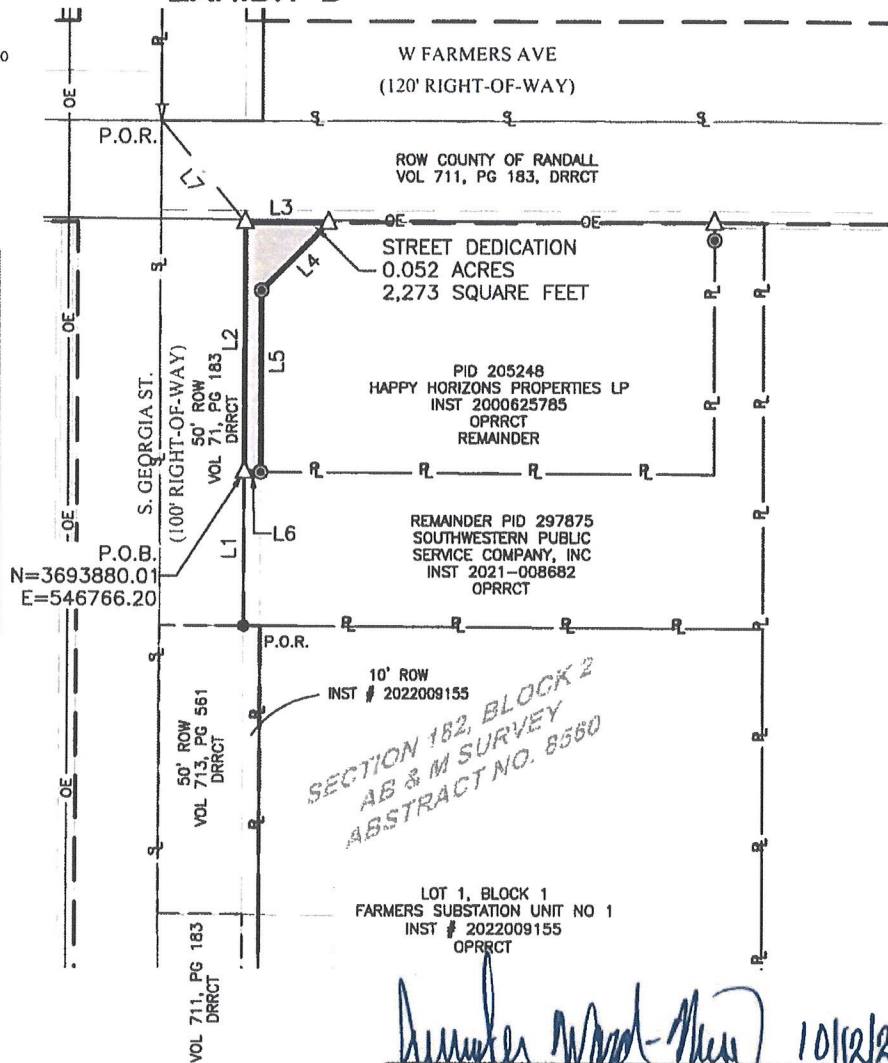


EXHIBIT 'B'



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N00°02'11"E	91.34'
L2	N00°02'11"E	148.12'
L3	S89°54'22"E	49.88'
L4	S45°04'22"W	56.43'
L5	S00°01'20"W	108.24'
L6	N89°41'09"W	9.98'
L7	N39°45'39"W	78.13'

PID 205267
HAPPY AGAIN L.P.
INST 2007-003238
OPRRCT
TRACT 1
& HAPPY HORIZONS
PROPERTIES, L.P.
INST # 2000-625785



SECTION 182, BLOCK 2
AB & M SURVEY
ABSTRACT NO. 8560

LOT 1, BLOCK 1
FARMERS SUBSTATION UNIT NO 1
INST # 2022009155
OPRRCT

JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM NO. 10064300

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH ZONE (4201). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.999752830
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.

LEGEND

- O.P.R.C.T. OFFICIAL PUBLIC RECORDS,
RANDALL COUNTY, TEXAS
DEED RECORDS, RANDALL
COUNTY, TEXAS
- D.R.R.C.T. OFFICIAL PUBLIC RECORDS,
RANDALL COUNTY, TEXAS
DEED RECORDS, RANDALL
COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
- FOUND RAIL ROAD SPIKE
FOUND 2" IRON PIPE
5/8-INCH IRON ROD W/CAP MR'K "SAM"
- CALCULATED POINT
EASEMENT AREA
- RIGHT OF WAY LINE
SECTION LINE
PROPERTY LINE
EXISTING EASEMENT



SHEET 02 OF 02

TRACT ID: HAPPY HORIZONS
JOB NUMBER: 64637
FIELD DATE: APRIL 2021 & MARCH 2022
SCALE: 1" = 100'
DATE: 09/16/2022
DRAWN BY: ECV

KSA ENGINEERS, INC.
GEORGIA STREET EASEMENT
0.052 ACRES, 2,273 SQUARE FEET
HAPPY HORIZONS PROPERTIES LP
SECTION 182, BLOCK 2
AB & M SURVEY, AB-8560
RANDALL COUNTY, TEXAS



15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.899.0601
Fax: 432.899.0861
Email: info@sam.biz

Texas Firm Registration No. 10064300

PATH: M:\1021064637\100\SURVEY\06PLATS\64637 - HAPPY HORIZON.DWG



To: Happy Again, L.P.
Happy Horizon Properties, L.P. ("Happy")
From: *MH* **ATTEBURY ELEVATORS, LLC**
Andrew Freeman,
Deputy City Manager, City of Amarillo ("City")
Date: November 22, 2023
Re: S. Georgia Reconstruction Project No. 462011
Acquisition of:

1. 2,273 Square Feet Dedication Deed
2. 6,136 Square Feet Dedication Deed

Upon execution of the Dedication Deeds by Grantor, Happy to the City of Amarillo, as Grantee, for that 2,273 square feet Dedication Deed out of Section 182, Block 2, AB&M Survey, and that 6,136 square feet Dedication Deed out of Section 231, Block 2, AB&M Survey, Randall County, Texas, attached hereto and incorporated herein as Exhibit A, Grantee will pay to Happy \$84,090.00 for the two (2) Dedication Deeds totaling 8,409 square feet at \$10.00 per square foot.

Respectfully,

Andrew Freeman
Deputy City Manager
For the City of Amarillo

Approved and agreed:

Happy Again, L.P.
Happy Horizons Properties, L.P.
MH **ATTEBURY ELEVATORS, LLC**

By: *MH*
Matt Griffith, Vice-President

Letter Agreement between Happy Again and Happy Horizons and City

808 S. BUCHANAN ST. • P.O. BOX 1971 • AMARILLO, TEXAS 79105-1971 • (806)378-9334 • FAX (806)378-9363 • TDD (806)378-4229

Ray, Chris

From: Schmidt, Leslie
Sent: Wednesday, November 1, 2023 3:58 PM
To: Ray, Chris
Subject: Dedication Deeds Attached
Attachments: Dedication Deed - Happy Again LP - Happy Horizons LP.docx; Dedication Deed - Happy Horizons Happy Again.docx; Dedication Deed - Happy Horizons Properties LP.docx

Hi Chris,

These are ready for signature. I made a minor correction on one of them.

Have a great evening!

Leslie Spear Schmidt
Senior Assistant City Attorney
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79101
(806) 378-9393

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Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Infrastructure
Department: Capital Projects Development and Engineering
Contact Person: Chris Ray, Resource Administrator

Agenda Caption: CONSIDER APPROVAL - S. GEORGIA STREET RECONSTRUCTION PROJECT R.O.W. DEDICATION

This Item is to consider approval of a 12,890 square feet R.O.W. Dedication from Jackie Wright to help facilitate the reconstruction of S. Georgia Street from Loop 335 to Burk Lane. The City has agreed to compensate Jackie Wright for the 12,890 square feet R.O.W. Dedication by installing one (1) sewer line tap and one (1) water line tap. The City has also agreed to erect a 35' commercial driveway at the property address at 6560 S. Georgia Street.

Agenda Item Summary: This item is to consider the approval of a 12,890 square feet Dedication from Jackie Wright to help facilitate the reconstruction of S. Georgia Street from Loop 335 to Burk Lane.

Requested Action: Consider approval of the Dedication Deed from Jackie Wright.

Funding Summary: Funding for this project can be found in Job No. 462011

Community Engagement Summary: The Community will be engaged once a contractor has been awarded the bid and a project start date is scheduled.

Staff Recommendation: City Staff is recommending approval of the Dedication Deed from Jackie Wright.

Attachments:

1. Jackie Wright - Dedication Deed_signed
2. Jackie Wright - Dedication Approval

DEDICATION DEED

Date: January 3, 2024

Grantor: Jackie Wright

Grantor's Mailing Address: 6560 S. Georgia Street
Amarillo, TX 79118

Grantee: City of Amarillo, Texas

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

Consideration: Dedication to Public Use.

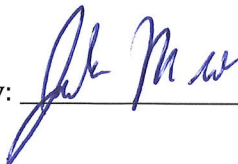
Property: All that property described on the Attached Exhibit A and depicted on the attached Exhibit B within Section 230, Block 2, AB&M Survey, Amarillo, Randall County, Texas as conveyed to Jackie Wright by instrument and recorded in Clerk's File No. 2013-009921, Official Public Records of Randall County, Texas, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

Grantor, for Consideration, by this instrument conveys and dedicates the Property to Grantee, a home-rule municipal corporation, the right to establish right-of-ways over, under and across Grantor's Property to be used for public use and purposes including but not limited to using the Property for streets, sidewalks, curb, gutter, utilities, drainage and other public structures or facilities and to maintain, repair and replace same. Grantee will promptly restore any driveways damaged to the same height as originally constructed.

Grantor binds itself, its successors and assigns to warrant and forever defend all and singular the Property to Grantee, its successors and assigns against any person whomsoever lawfully claiming the same or any part thereof.



Jackie Wright

By: 

THE STATE OF TEXAS §
 §
COUNTY OF RANDALL §

This instrument was acknowledged before me on the 3rd day of January, 2024 by Jackie Wright.


Notary Public, State of Texas

KSA ENGINEERS, INC.
RANDALL COUNTY
SOUTH GEORGIA STREET DEDICATION

JACKIE WRIGHT
SAM JOB NO. 64637
SHEET 01 OF 02
TRACT ID - JACKIE WRIGHT

EXHIBIT 'A'
METES AND BOUNDS DESCRIPTION
JACKIE WRIGHT
0.296 ACRES OR 12,890 SQUARE FEET
SOUTH GEORGIA STREET DEDICATION

METES AND BOUNDS DESCRIPTION OF A 0.296 ACRE STREET DEDICATION OUT OF A TRACT TO JACKIE WRIGHT, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 2013-009921, OFFICIAL PUBLIC RECORDS RANDALL COUNTY, TEXAS (O.P.R.C.T.), COMPLETELY WITHIN SECTION 230, BLOCK 2, AB & M SURVEY, ABSTRACT NUMBER 1561, RANDALL COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT ALUMINUM CAP (GRID N: 3695423.88, GRID E:546657.47) FOR THE SOUTHWEST CORNER OF THIS DEDICATION IN THE SOUTH LINE OF SAID WRIGHT TRACT, COMMON TO THE NORTH LINE OF A TRACT TO ROBIN D. MALENA, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 2021-204450 O.P.R.C.T.;

THENCE N00°02'39"E, ACROSS SAID WRIGHT TRACT A DISTANCE OF 1304.15 FEET TO A FOUND 1/2-INCH IRON ROD ON THE NORTH LINE OF SAID WRIGHT TRACT FOR THE NORTHWEST CORNER OF THIS DEDICATION;

THENCE S89°53'16"E, WITH THE NORTH LINE OF SAID WRIGHT TRACT, A DISTANCE OF 9.82 FEET TO A CALCULATED CORNER ON THE WEST LINE OF SOUTH GEORGIA STREET FOR THE NORTHEAST CORNER OF THIS DEDICATION;

THENCE S00°02'19"W, WITH THE WEST LINE OF SAID SOUTH GEORGIA STREET, A DISTANCE OF 1304.13 FEET TO A CALCULATED CORNER ON THE NORTH LINE OF SAID MALENA TRACT, FOR THE SOUTHEAST CORNER OF THIS DEDICATION;

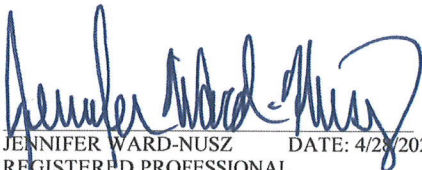
THENCE N89°52'51"W, WITH THE NORTH LINE OF SAID MALENA TRACT, A DISTANCE OF 9.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.296 ACRES OF LAND AND 12,890 SQUARE FEET.

BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH ZONE (4201). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.999752830.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.

THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.



JENNIFER WARD-NUSZ DATE: 4/28/2023
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300

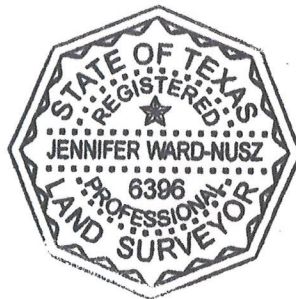
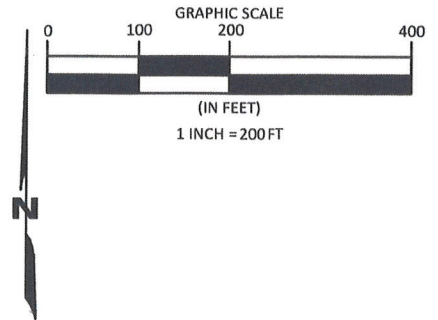


EXHIBIT 'B'

CITY OF AMARILLO
INST 2020-011877, OPRRCT

SECTION 230, BLOCK 2
AB & M SURVEY
ABSTRACT NO. 1569

SECTION 183, BLOCK 2,
AB & M SURVEY
ABSTRACT NO. 27



15' ROW SWPS,
VOL 1134, PG 119,
DRRCT

0.296 ACRES
OR 12,890 SQ. FT.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N00°02'39"E	1,304.15'
L2	S89°53'16"E	9.82'
L3	S00°02'19"W	1,304.13'
L4	N89°52'51"W	9.95'

JACKIE WRIGHT
INST 2013-009921
OPRRCT

ROBIN D. MALENA
INST 2021-024450
OPRRCT

P.O.B.
N=3695423.88
E=546657.47

50' ROW EASEMENT COUNTY OF RANDALL
VOL 702, PG 127 & 129, DRRCT

S. GEORGIA ST.

50' ROW COUNTY OF RANDALL (TRACT 2)
VOL 712, PG 559, DRRCT

LEGEND

O.P.R.R.C.T.

D.R.R.C.T.

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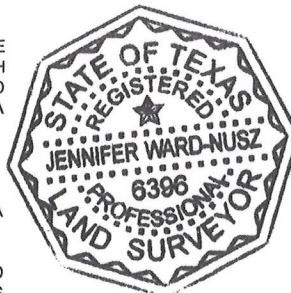
P.O.R.

P.O.R.

OFFICIAL PUBLIC RECORDS,
RANDALL COUNTY, TEXAS
DEED RECORDS, RANDALL
COUNTY, TEXAS
POINT OF BEGINNING
POINT OF REFERENCE
END ALUMINUM CAP
1/2" IRON ROD W/ CAP
MRK'D "RPLS 4928"
CALCULATED CORNER
EASEMENT AREA
RIGHT OF WAY LINE
SECTION LINE
PROPERTY LINE
EXISTING EASEMENT

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE STATE PLANE COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH ZONE (4201). DISTANCES ARE SURFACE VALUES AND COORDINATES SHOWN ARE GRID VALUES AND UTILIZE A COMBINED GRID FACTOR: 0.999752830
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.



JENNIFER WARD-NUSZ
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6396, STATE OF TEXAS
TEXAS FIRM NO. 10064300

SHEET 02 OF 02

TRACT ID: JACKIE WRIGHT
JOB NUMBER: 64637
FIELD DATE: APRIL 2021 & MARCH 2022
SCALE: 1" = 200'
DATE: 04/28/2023
DRAWN BY: SRC

KSA ENGINEERS, INC.
GEORGIA STREET EASEMENT
0.296 ACRES, 12,890 SQUARE FEET
JACKIE WRIGHT
SECTION 230, BLOCK 2
AB & M SURVEY, AB-1569
RANDALL COUNTY, TEXAS



15 SMITH ROAD, SUITE 2000
MIDLAND, TX 79705
Ofc: 432.699.0801
Fax: 432.699.0661
Email: info@sam.biz

Texas Firm Registration No. 10064300

From: Schmidt, Leslie
Sent: Thursday, December 7, 2023 9:35 AM
To: Ray, Chris
Subject: Dedication Deed Attached
Attachments: Jackie Wright - Dedication Deed.docx

Hi Chris,

Please find the attached dedication deed ready to move forward.

Have a great day!

Leslie Spear Schmidt
Senior Assistant City Attorney
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79101
(806) 378-9393

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Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Economic Development and Redevelopment
Department: Finance
Contact Person: Carrie Roberts, PID Coordinator

Agenda Caption: PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 01-09-24-2

This item is the consideration of a resolution conducting a public hearing and establishing a public improvement district to be located in the subdivision known as "Homestead" in the vicinity of the Northeast Corner of Helium Road, and Southwest 34th Avenue. This petition was submitted by Wesley Everett and Chris Berry d/b/a Betenbough Homes, LLC for residential use. This Public Improvement District is being created to fund the maintenance of certain right-of-way improvements such as landscaping, green areas and entry features throughout the subdivision.

Agenda Item Summary: This resolution conducts a public hearing and establishes a public improvement district to be located in the subdivisions known as "Homestead" in the vicinity of the Northeast corner of Helium Road, and Southwest 34th Avenue. This petition was submitted by Wesley Everett and Chris Berry d/b/a Betenbough Homes, LLC for residential use. This Public Improvement District is being created to fund the maintenance of certain right-of-way improvements such as landscaping, green areas and entry features throughout the subdivision.

Requested Action: The petition of this Public Improvement District has been reviewed by city staff and have determined that it meets the requirements to be established as a Public Improvement District within the City of Amarillo.

Funding Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Development Services staff has reviewed the Homestead PID Petition and recommends approval as submitted.

Attachments:

1. Resolution No. 01-19-24-2
2. Betenbough Homes Final Petition1
3. PETITION LETTER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS ("CITY") AUTHORIZING A PUBLIC HEARING ON A PETITION REQUESTING ESTABLISHMENT OF A PUBLIC IMPROVEMENT DISTRICT TO BE KNOWN AS THE "THE HOMESTEAD PUBLIC IMPROVEMENT DISTRICT," IN THE VICINITY OF THE CITY OF AMARILLO BOUND ON THE NORTH BY INTERSTATE 40, ADJACENT TO THE EAST BY SONCY ROAD AND ADJACENT TO THE SOUTH BY SOUTHWEST 34th AVENUE AND ADJACENT TO THE WEST BY NORTH LOOP 335; CONCERNING ADVISABILITY OF CREATING SUCH DISTRICT; NATURE OF IMPROVEMENTS; ESTIMATED COST; METHOD AND APPORTIONING OF ASSESSMENTS; BOUNDARIES OF SUCH DISTRICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Betenbough Homes, LLC. and Tigris XXVIII, LLC., property owners within the City of Amarillo, submitted a Petition Requesting Establishment of a Public Improvement District for the comprehensive development of real property within certain boundaries as is set out in the Petition, attached hereto and incorporated herein;

WHEREAS, such Petition is submitted under the authority of Texas Local Government Code, Chapter 372, which requires a governing body to hold a public hearing on the advisability of the creation of a Public Improvement District after notice;

WHEREAS, the City Council finds that notice of a public hearing has been published in the manner required by Texas Local Government Code, Section 372.009;

WHEREAS, in compliance with the Texas Local Government Code, Chapter 372, the City Council has heard as to the advisability of such improvement, the nature of the improvement, the estimated cost of such improvement, the boundaries of such public improvement district; the proposed method of assessment, and the apportionment of such costs between the district and the municipality as a whole; and

WHEREAS, the City Council finds that the public hearing was held and closed according to law; and

WHEREAS, during the six month period after this public hearing is closed, the City Council may authorize such improvement district as long as it finds the PID is advisable in accordance with the Texas Local Government Code, Section 372.010.

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

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

SECTION 2. The public hearing calling for consideration of the Public Improvement District ("PID") is hereby closed and the City Council finds the following:

A. The Petition requesting establishment of a PID appears to be in order and in compliance with requirements of state law and local regulations.

B. The Petition proposes constructing of landscaping and green areas above that generally provided in the rights-of-way of platted subdivisions in the City of Amarillo and provides for additional maintenance for both permanent and seasonal plantings in the common areas. Further, the petition proposes that the PID be authorized to engage in any other statutorily allowed project, as may be approved in a service plan to be adopted.

C. The Developer's estimated maintenance and operation costs as well as administrative expenses during the first year of operation beginning January 01, 2024 are:

Cost of Maintenance and Operation	\$65,000.00
Administration Costs	\$9,750.00
Reserve for Maintenance & Administrative Costs	\$(26,697.08)
Hard & Soft Costs Reimbursement to Developer	\$0
Total.....	\$74,750.00

The cost of maintenance and operation, and administrative fees in subsequent years will be determined annually in the five year service plan.

D. The boundaries of The Homestead Public Improvement District are described in Exhibit D, attached to, and incorporated into the Petition Requesting Establishment of a PID, which is attached hereto and incorporated herein.

E. The PID will bear all costs of the maintenance, operation, and administrative costs of such PID.

F. The method of assessment for maintenance, operation, and administrative costs to properties within the Public Improvement District will be assessed as follows:

1. Residential Property: Each residential lot will be assessed at .075/lot square footage.

2. Multi-Family Property: Each Multi-Family lot is assessed at .025/lot square footage.

G. The terms, limitations, conditions, duties, and obligations of both the City and landowners within the PID boundary, as stated in the Petition, are adopted and incorporated herein by reference. In the event of a variance or conflict between this Resolution and the Petition, the terms of this Resolution prevail.

H. The improvements proposed in the Petition requesting establishment of the PID are in the best interests of the citizens of Amarillo and will add to the quality of life without any additional cost to the Amarillo taxpayers. Therefore, the improvements proposed in the submitted Petition are beneficial and advisable.

SECTION 3. In finding the above-stated PID to be beneficial to and promotes the best interests of the Amarillo citizens, the City Council hereby finds that the Public Improvement District to be known as "The Homestead Public Improvement District" is hereby approved, authorized, and established.

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

SECTION 5. 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 6. In accordance with the Texas Local Government Code, Section 372.010(b), a copy of this Resolution shall be filed with Randall County Clerk's office, which said PID is located in Randall County, Texas, not later than the seventh day after this Resolution's adoption.

SECTION 7. This Resolution is effective on and after its adoption. However, actual construction of an improvement shall not begin until after the twentieth (20th) day after this authorization takes effect as stated in Texas Local Government Code, Section 372.010(c).

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this
9th day of January, 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

**PETITION REQUESTING ESTABLISHMENT
OF PUBLIC IMPROVEMENT DISTRICT**

TO: The Mayor and City Council of the City of Amarillo, Texas

Recitals

- A. Betenbough Homes, LLC, and Tigris XXVIII, LLC, are the owners of the real property described in EXHIBIT "A," incorporated herein.
- B. Betenbough Homes, LLC, will convey its interest in the property described in EXHIBIT "A," incorporated herein, to Homestead and develop said property in approximately eight (8) different phases.
- C. Betenbough Homes, LLC, will convey each phase of the property described in EXHIBIT "A" and EXHIBIT "B," incorporated herein, to Homestead before the Property is platted.
- D. When Betenbough Homes, LLC, acquires title to a phase of the Property to be developed, Betenbough Homes will file for approval a Plat application of each such phase with the Planning and Zoning Department of the City of Amarillo, Texas, to be acted on accordingly.
- E. Betenbough Homes, LLC, will create a property owners association.

Petition

This Petition requesting the establishment of a public improvement district is submitted by Betenbough Homes to the Amarillo City Council. This Petition is submitted under the authority of Chapter 372 of the Local Government Code of Texas so that the powers granted under the Act may be exercised by the City. In support of this Petition, Betenbough Homes show the following:

- 1. **Definitions.** The use of any of the following defined terms in their capitalized form will have the meaning designated below. The use of any of the following defined terms in their uncapitalized form will indicate the words have their normal meaning.
 - (a) **"Act"** means Chapter 372 of the Local Government Code of Texas.
 - (b) **"Administrative Costs"** means publication fees, collection fees, postage, and other administrative costs incurred by the City directly attributable to the PID.
 - (c) **"Advisory Board"** has the meaning set forth in Paragraph 4.

- (d) **"Assessment Method"** has the meaning set forth in Paragraph 14.
- (e) **"Assessed Lots"** has the meaning set forth in Paragraph 3.
- (f) **"Association"** means the Property Owners Association as described in Paragraph 17 below.
- (g) **"Block"** a tract of land bounded on all sides by streets or by a combination of streets, public parks, railroad rights-of-way, pierhead lines or airport boundaries.
- (h) **"Capital Improvements"** means improvements that confer a special benefit to the neighborhood over and above the normal or typical City standard, for a project listed in Section 372.003 and Section 372.003 (b) of the Act. Capital improvements do not include streets, curbs, alleys, and utility services installed for service to houses and buildings constructed upon assessed tracts.
- (i) **"City"** means the City of Amarillo.
- (j) **"City Council"** means the City Council of the City of Amarillo.
- (k) **"Common Areas"** means those areas designed as "Common Areas" on the Plat.
- (l) **"Developer"** means Betenbough Homes, LLC, a Texas limited liability company, or any third-party developer approved by the City that plats and builds Capital Improvements upon any portion of the Property.
- (m) **"Hard Costs"** means actual costs incurred by Developer for construction of the Capital Improvements.
- (n) **"Maintenance"** means labor and materials for the repair and maintenance of the Capital Improvements, mowing grass, trimming trees and bushes, replanting landscaping, trash collection and other work as reasonably determined by the Management Company to keep the Capital Improvements attractive and in good condition.
- (o) **"Management Company"** shall mean a person or entity selected by the City in accordance with Texas procurement laws and approved by the Association, which could be the Association itself, to provide certain services, as set forth herein, associated with the PID.
- (p) **"Multifamily"** is a classification of housing where multiple separate housing units for residential inhabitants are contained within one building or several buildings within one complex.

- (q) **"Owners"** means Betenbough Homes, LLC, a Texas limited liability company, and Tigris XXVIII, LLC, a Texas limited liability company.
- (r) **"Parcel"** means a parcel identified by either a tax map identification number assigned by Potter-Randall Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Randal County, Texas or identified by any other reasonable means determined by the City Council of the City of Amarillo.
- (s) **"Petition"** means this Petition Requesting Establishment of Public Improvement District.
- (t) **"PID"** means the public improvement district to be created pursuant to this Petition.
- (u) **"PID Assessments"** means assessments imposed against Assessed parcels within a Unit, which are used to pay for the Hard Costs, Soft Costs, Maintenance, Administrative Costs, and any interest thereon.
- (v) **"Plat"** means a map of a subdivision showing the location of individual parcels of land subdivided into lots, with streets, alleys, etc., and drawn to scale.
- (w) **"Property"** means the real property described in EXHIBIT "A," incorporated herein, and EXHIBIT "B," incorporated herein.
- (x) **"Residential Lot"** means all lots on which single-family detached houses, attached townhouses, houses on zero lot lines, patio homes, garden homes, and other similar houses are to be constructed which are used as single-family residences.
- (y) **"Service Plan"** has the meaning set forth in Paragraph 10.
- (z) **"Soft Costs"** means costs and fees incurred by Developer for architectural design of landscaping, design for architectural and landmark features, insurance on Capital Improvements, engineering fees applicable only to Capital Improvements, and attorneys' fees for the establishment, administration, and operation of the PID.
- (aa) **"Tract"** means one or more physically contiguous parcels of land owned or controlled by the same person or persons.

2. **Name.** The PID will be known as the HOMESTEAD Public Improvement District.

3. **PID Assessment.** The City will be authorized to utilize the PID to assess all Residential Lots and tracts located in any platted portion of the Property, except as otherwise provided herein, (the "Assessed Lots") to raise money to pay for the Hard Costs, Soft Costs, Maintenance, Administrative Costs, and any interest thereon. The City will not assess—for the PID—the platted portion of the Property included in streets, alleys, parks, or Common Areas. When each phase of the Property is platted and the Plat is filed in the Official Public Records of Randall County, Texas, the property within the Plat will be subject to PID Assessments beginning on January 1 of the year that follows the year during which the Plat is filed in the Official Public Records of Randall County, Texas. The property within each Plat will not be subject to PID Assessments for the year in which the Plat for such property is recorded in the Official Public Records of Randall County, Texas. Until the time that sufficient PID Assessments have been collected to pay for the cost of Maintenance, Developer shall pay for such Maintenance costs. The City should endeavor to keep the PID Assessments on the Assessed Parcels as level as reasonably possible.

4. **Advisory Board.** The City Council will appoint a PID advisory board (the "Advisory Board"). The terms of the members of the Advisory Board shall coincide with the City's board appointment process. The initial Advisory Board will consist of three members, including two members who will be suggested for approval by Betenbough Homes and one member who will be suggested for approval by the Homestead Community. Unless a member is appointed to fill an unexpired term of a former member, the term for each member of the initial Advisory Board will begin on the date of his or her appointment to the Advisory Board and continue until the last day of the City's yearly board appointment process determines that the initial board term is complete. At such time, the Advisory Board for all future years will consist of five members who will serve terms of three years each with the terms being staggered among the members as equally as possible. Such five members of the Advisory Board shall consist of:

(a) Three members, other than Betenbough Homes, who are lot owners in the PID and who are suggested for approval to the City of Amarillo by the Association's Board of Directors;

(b) Two members who are suggested for approval by Betenbough Homes, unless Betenbough Homes waives its right, in writing, to suggest members to serve on the Advisory Board; and

At the time when Betenbough Homes no longer own any residential portions of the Property or in the event that Betenbough Homes waives the right to suggest members to serve on the Advisory Board, the members of the Advisory Board whom Betenbough Homes had the right to suggest for approval will be suggested instead by the Association's Board of Directors to the City of Amarillo.

5. **Advisory Board Services.** The Advisory Board, in collaboration with the Management Company, will recommend for approval by the Association and City Council (i) a five-year Service Plan and annual updates thereto, (ii) an annual budget setting forth in detail the proposed services and the projected costs of services, improvements, Maintenance, and Administrative Costs for the PID, (iii) service contracts, and (iv) the amount of PID Assessments. The Service Plan, when approved, will be administered by the City and Betenbough Homes.

6. **General Nature of Proposed Improvements.** The proposed improvements to be included in the PID are the Amenity improvements for maintenance, and the general nature of the proposed improvements will primarily be aesthetic in nature to enhance the lifestyle, personal pride, enjoyment, and property values within the PID. An estimated cost projection for the proposed Amenity improvements and maintenance is attached hereto as EXHIBIT "C," incorporated herein.

7. **Regular City Services.** The proposed Capital Improvements and Service Plan applicable to the Property will be a supplement to the existing standard level of City improvements and services and will constitute an added increment to the improvements and services normally provided to the taxpayers generally. If the PID is created, the City will continue to furnish and pay for standard improvements and services in the PID at the same level as would be provided by the City to the taxpayers generally without use of any of the funds collected by the PID.

The cost of improvements and Maintenance in subsequent years—within the limits of Section 372.003 of the Act—will be determined in the Service Plan recommended by the Advisory Board and adopted and amended from time to time by the City Council.

8. **PID Boundaries.** The proposed PID will include the Property and the boundaries of the proposed PID are shown on EXHIBIT "D," incorporated herein.

9. **Method of Assessment.** Each lot shall be assessed by a rate amount per square footage of each lot. PID Assessments shall be levied on parcels within the PID to pay for the Hard Costs, Soft Costs, Maintenance costs incurred by Developer, and accrued interest. Until changed by the City Council, the method of establishing PID Assessments (the "Assessment Method") will be determined as follows:

- (a) Residential Lot. Each Residential Lot will be assessed based upon a rate multiplied by per square footage per lot as shown in EXHIBIT "C," incorporated herein.
Multi-Family Property. The multi-family Parcel will be assessed at a separate rate multiplied by square footage of the platted area as shown on EXHIBIT "C," incorporated herein.
- (b) Special Provisions. Notwithstanding anything herein to the contrary, the PID Assessment for the Multifamily Parcel shall not exceed the PID Assessment for the Residential Lots. If any proposed PID Assessment for the Multifamily Parcel exceeds the PID Assessment for the Residential Lots, the owner of the Multifamily Parcel shall be immediately notified and such proposed PID Assessment shall not take effect until obtaining the prior written consent of the Multifamily Parcel owner, which may be withheld in owner's sole discretion.

The PID Assessments must be levied in amounts necessary to meet annual costs for Hard Costs, Soft Costs, Maintenance, Administrative Costs, and reserves. The PID Assessments are to be recalculated on an annual basis based on an updated five-year Service Plan.

10. **Service Plan.** The "Service Plan" will be ongoing and will provide for:

- (a) Estimated cost and method of operating the PID to be recommended by the Advisory Board and approved by the City Council for a period of not less than five years. The City Council may, but is not obligated to, approve the recommendations of the Advisory Board. The Service Plan will be reviewed and updated each year by the Advisory Board and the City Council to establish the annual costs of the special services.
- (b) Annual costs of operating the PID to be assessed by the Assessment Method against the Assessed Parcels as established by the then current tax roll of the Potter/Randall County Appraisal District and to be collected with the ad valorem tax collections.

A summary of the potential services to be provided by the PID is described in EXHIBIT "E," incorporated herein; however, Betenbough Homes requests that the PID be authorized to engage in any activity permitted under the Act, subject to annual approval by the Advisory Board and the City Council.

11. **Administration and Management.** Administration and management of the PID will be by the City and Betenbough Homes.

- (a) The power and duties of the City shall include:
 - i. exercising the powers granted by the Act;
 - ii. levying and collecting PID Assessments to pay for the annual costs of operating the PID, and preparing and sending out statements for such PID Assessments on an annual basis;
 - a. holding public hearings in accordance with Section 372.009 of the Act on the advisability of proposed improvements and services;
 - b. making findings as to the advisability of improvements, the estimated costs, the method of assessment, and the apportionment of costs between the PID and the City as a whole;
 - c. authorizing acquisition of existing improvements or construction of new improvements and implementation of special supplemental services;
 - d. approving the Service Plan for a period of not less than five years;

- e. reviewing and updating the Service Plan annually to determine the annual costs of operation of the PID and to determine the amount of the annual PID Assessment for each property owner;
- f. establishing by ordinance, if the City Council deems it necessary, reasonable classifications and formulas for the apportionment of costs between various classes of property to be assessed and the methods of assessing the special benefits for various classes of improvements and services;
- g. requesting reports from Betenbough Homes, LLC concerning the operation of the PID;
- h. holding public hearings on proposed PID Assessments and passing on objections to such PID Assessments;
- i. adopting ordinances levying PID Assessments, specifying the method and time for payment of PID Assessments, determining the rate of interest on unpaid PID Assessments, and fixing liens against property for unpaid assessments;
- j. holding public hearings on supplemental PID Assessments to correct omissions or mistakes in original PID Assessments;
- k. making a reassessment or new assessment if an assessment is (1) set aside by a court of competent jurisdiction, (2) found excessive by the City Council, or (3) determined to be invalid by the City Council on the written advice of legal counsel;
- l. creating a separate PID fund within the City treasury to be used solely for the depositing of PID assessments and the paying of PID costs;
- m. establishing the necessary administrative changes to the PID fund to cover all necessary administrative charges to not impact taxpayers in other areas of the City;
- n. approving contracts for services provided to the PID; all contracts must follow the City of Amarillo procurement processes;
- o. reviewing bids for construction and awarding contracts; all contracts must follow City of Amarillo procurement processes;
- p. reviewing PID expenditures and processing payments; and

- q. approving preliminary cost estimates for proposed improvements and services.
- iii. The powers and duties of Betenbough Homes, LLC, for as long as Betenbough Homes, LLC, is the property owner shall include:
 - a. overseeing the maintenance of PID improvements and the provision of PID services;
 - b. obtaining preliminary cost estimates for proposed improvements and services;
 - c. making recommendations to the City as to the advisability of improvements, the estimated costs, the method of assessment, and the apportionment of costs between the PID and the City as a whole;
 - d. in collaboration with the Advisory Board, reviewing and updating the Service Plan annually to determine the annual costs of operation of the PID and to determine the amount of the annual PID Assessment for each property owner;
 - e. providing any reports requested by the City concerning the operation of the PID;
 - f. making recommendations to the Advisory Board regarding PID Assessments; and
 - g. recommending service providers for services to be provided within the PID.

12. **Proposed Apportionment of Cost between PID and City.** The City shall not be obligated to provide any funds to finance the Capital Improvements.

13. **Common Areas Deed.** When Developer prepares each Plat, the Plat will show that portion of the Property that will be in the Common Areas. As soon as reasonably possible after the City accepts each phase of Capital Improvements on Common Areas, the Common Areas will be deeded to the City, but the deed will contain a provision that if the PID is ever terminated, ownership of the Common Areas will revert to the Association.

14. **Method of Assessment.** At the time a Plat application is filed, Developer shall furnish the City with the number of square feet for each lot or tract lying within the Plat. PID Assessments shall be levied on lots within the PID to pay the Maintenance costs incurred by the PID.

15. **Establishment.** Betenbough Homes, LLC and Tigris XXVIII, LLC requests and concur with the establishment of the PID.

16. **Petition is Legal.** As required by Section 372.005 of the Act, this Petition is sufficient because it is signed by:

- iv. owners of taxable real property representing more than 50.0% of the appraised value of taxable real property liable for assessment under this Petition, as determined by the current tax roll of the Potter/Randall County Appraisal District; and
- v. record owners of real property liable for assessment under this Petition who own taxable real property that constitutes more than 50.0% of the area of all taxable real property that is liable for assessment under this Petition.

Owners are the record owner of the real property liable for assessment under this Petition. The address of Owners, the descriptions of the real property liable for assessment under this Petition, the tax account numbers, and the taxable appraised value of such property are shown on EXHIBIT "F," incorporated herein.

17. **Property Owners Association.** Betenbough Homes, LLC has created the Home Owners Association, The Homestead of Amarillo Homeowners Association Inc. (ID# 80585321), (the "Association") that—in the event the PID is terminated or dissolved—will have the authority and duty to continue the services of the PID.

18. **Request.** Betenbough Homes, LLC requests that the City Council do the following:

- (a) determine that this Petition meets the requirements of the Act;
- (b) cause this Petition to be filed with the City Secretary;
- (c) make findings by resolution as to the advisability of the nature of the proposed improvements, the estimated cost, the boundaries of the PID, the method of assessment, and the apportionment of costs between the proposed PID and the City as a whole;
- (d) give proper notice and hold a public hearing on the advisability of establishing the PID and providing for the proposed Assessment Method;
- (e) at anytime within six months after final adjournment of the hearing, adopt a resolution authorizing establishment of the PID according to its findings and authorizing the PID to engage in any other statutorily allowed project as may be approved in a Service Plan to be adopted;

- (f) cause the resolution authorizing the PID to be duly published;
- (g) prepare an assessment roll stating the PID Assessment against each parcel of land within the PID—as determined by the Assessment Method—and cause such assessment roll to be filed with the City Secretary;
- (h) give proper notice and hold a public hearing to consider the proposed PID Assessments;
- (i) levy by ordinance the PID Assessments as special assessments on the Assessed Lots or Tracts, specify the method of payment, and prepare and send to property owners bills for such special assessments;
- (j) take all other steps necessary to establish the PID and impose the special assessments on the Assessed Parcels within the PID; and
- (k) take such other action as required by the Act.

19. **Dissolution.** A public hearing may be called and held in the same manner as a hearing under Section 372.009 of the Act for the purpose of dissolving the PID if a petition requesting dissolution is filed and the petition contains the signatures of at least enough property owners in the PID to make a petition sufficient under Section 372.005(b) of the Act. If the PID is dissolved, the PID nonetheless shall remain in effect for the purpose of meeting obligations of indebtedness to Developer for Hard Costs, Soft Costs, costs of Maintenance incurred by Developer, and accrued interest. If the PID is dissolved, the Association will have the authority to continue the services of the PID and shall be obligated to (i) remove or repair, at its expense, any Capital Improvements that are in disrepair and which create a hazard to the public safety as determined by the City, and (ii) reimburse Developer for all unreimbursed Hard Costs, Soft Costs, any costs of Maintenance incurred by Developer, and accrued interest.

20. **Exhibits.** The following exhibits are attached hereto and made a part hereof for all purposes:

Exhibit	Title
"A"	Description Real Property Owned by Betenbough Homes, LLC, and Tigris XXVIII, LLC.
"B"	Betenbough Homes Master Plan
"C"	Cost Projection Spreadsheet
"D"	Map of Boundaries of PID
"E"	Potential Services
"F"	Information Regarding Owners and Property

Dated the 16th day of November, 2023.

Lienholder:

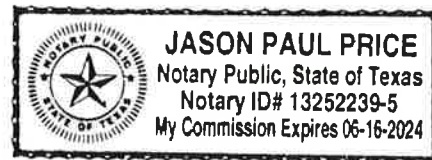
Betenbough Companies, PBC
a Texas limited liability company

By: Walter M. Cunningham Jr.
Printed Name: Walter M. Cunningham Jr.
Title: Board Member, Exec. Director

STATE OF TEXAS §
 §
COUNTY OF Lubbock §

This instrument was acknowledged before me on this the 16th day of November, 2023, by Betenbough Homes, a Texas limited liability company, on behalf of said company.

Jason Paul Price
Notary Public



Dated the 16th day of November, 2023.

OWNERS:

Betenbough Homes, LLC
a Texas limited liability company

By: *Dust Egbert*
Title: DIRECTOR

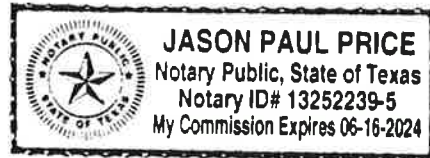
Betenbough Homes

STATE OF TEXAS §

COUNTY OF Lubbock §

This instrument was acknowledged before me on this the 16th day of November, 2023, by Betenbough Homes, a Texas limited liability company, on behalf of said company.

Jason Paul Price
Notary Public



Dated the 27th day of November, 2023.

OWNERS:

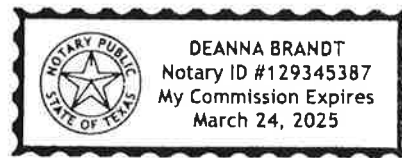
Tigris XXVIII, LLC
a Texas limited liability company

By: Tyler W. Craft
Printed Name: Tyler W. Craft
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF Lubbock §

This instrument was acknowledged before me on this the 27th day of November, 2023, by Tigris XXVIII, LLC, a Texas limited liability company, on behalf of said company.

Deanna Brandt
Notary Public



Dated the ____ day of _____, 2023.

Cole Stanley
Mayor, City of Amarillo

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____,
2023, by Cole Stanley, Mayor of the City of Amarillo.

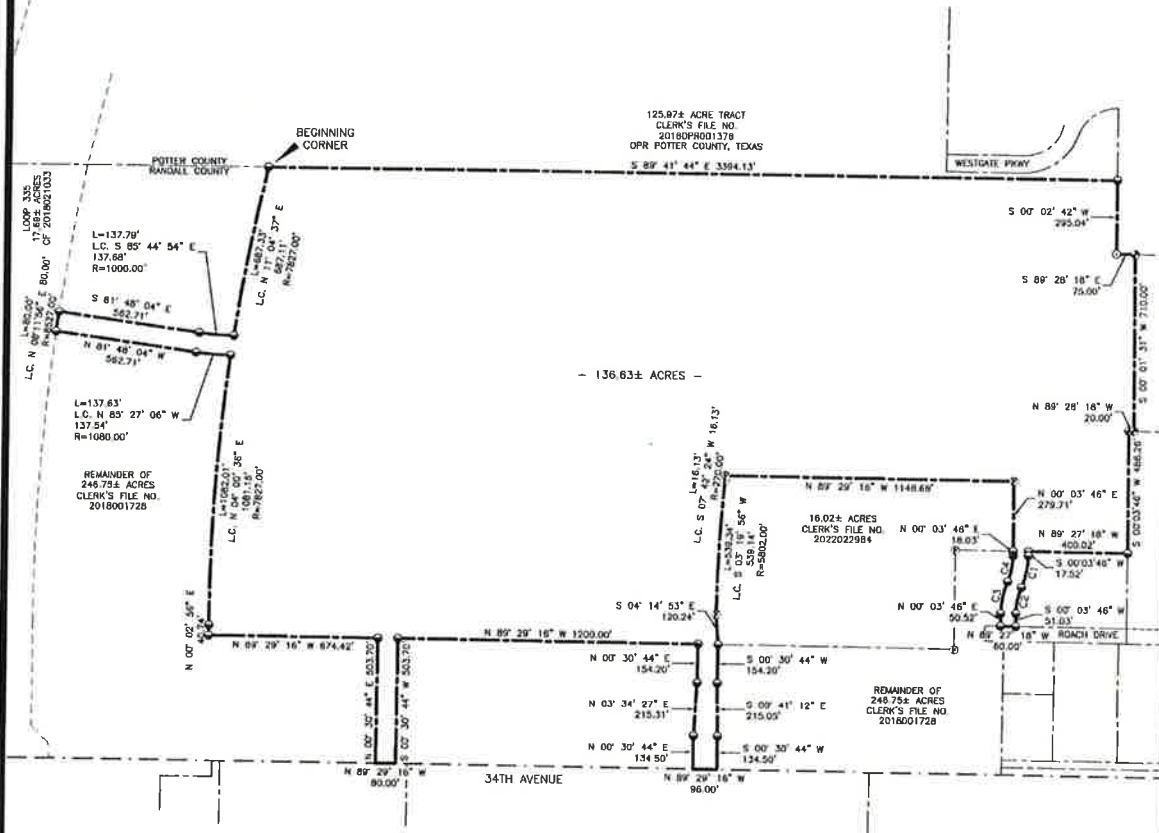
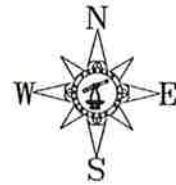
Notary Public

Exhibit A

SCALE: 1" = 600'
LEGEND:

- 1/2" IRON ROD SET W/CAP
STAMPED "FURMAN RPLS"
- 1/2" IRON ROD W/CAP FND
STAMPED "FURMAN RPLS"
- 1/2" IRON ROD FND
- FENCE POST FND

SCALE 1" = 600'



Curve #	Length	Radius	Chord Direction	Chord Length
C1	130.46'	330.00'	S 11° 23' 18" W	129.61'
C2	108.74'	270.00'	S 11° 23' 18" W	108.05'
C3	130.46'	330.00'	N 11° 23' 18" E	129.61'
C4	108.74'	270.00'	N 11° 23' 18" E	108.05'

NOTES

1. Original seal and signature of the surveyor must be present on each page for survey to be valid.
2. This plat is the property of Geospatial Data Inc. Geospatial Data Inc. accepts no responsibility for the use of this plat for any purpose other than its original intended use. The intended use being the consummation of the original transaction between the parties listed in the certificate hereon and issuance of title insurance for the property surveyed. Reproduction of this plat for any purpose other than its original intended use is expressly forbidden without the written consent of an authorized agent of Geospatial Data Inc. Copyright 2023.
3. No investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose have been made by this Surveyor.

DESCRIPTION

A 136.63+/- acre tract of land out of Section 61, Block 9, B.S.&F. Survey, Randall County, Texas, being a portion of those certain tracts of land designated as Tract 1 (149.00+/- acres), Tract 2 (56.032+/- square feet), Tract 3 (40,296+/- square feet), Tract 4 (44,168+/- square feet), and Tract 5 (18,345+/- square feet) and being described in that certain instrument recorded under Clerk's File No. 2022019173 of the Official Public Records of Randall County, Texas, said 136.63+/- acre tract of land having been surveyed on the ground on July 21, 2022 by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap (FURMAN) found in the Potter-Randall County Line for the Northwest corner of said Tract 1, same being the most North Northwest corner of this tract of land;

THENCE S. 89° 41' 44" E. 3394.13 feet along said county line, same being the North line of said Tract 1 to a 1/2 inch iron rod with cap (FURMAN) found for the Northeast corner of said Tract 1, same being the Northeast corner of this tract of land;

THENCE S. 00° 02' 42" E. 295.04 feet along the East line of said Tract 1 to a fence post found for a jog corner of this tract of land;

THENCE S. 89° 28' 18" E. 75.00 feet to a 1/2 inch iron rod found for a jog corner of this tract of land;

THENCE S. 00° 01' 31" W. 710.00 feet along the East line of said Tract 1 to a 1/2 inch iron rod found for a jog corner of this tract of land;

THENCE N. 89° 28' 18" W. 20.00 feet to a 1/2 inch iron rod found for a jog corner of this tract of land;

THENCE S. 00° 03' 46" W. 488.26 feet to a 1/2 inch iron rod with cap (FURMAN) found for the most East Southeast corner of this tract of land;

THENCE N. 89° 27' 18" W. 400.02 feet to a 1/2 inch iron rod with cap (FURMAN) found for the Northeast corner of the aforementioned Tract 5;

THENCE S. 00° 03' 46" W. 17.52 feet to a 1/2 inch iron rod with cap (FURMAN) found for the beginning of a curve to the right whose center bears N. 89° 56' 14" W. 330.00 feet;

THENCE Southerly 130.46 feet along said curve to the right with a long chord of S. 11° 23' 18" W. 129.61 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve, same being the beginning of a curve to the left whose center bears S. 67° 17' 10" E. 270.00 feet;

THENCE Southerly 106.74 feet along said curve to the left with a long chord of S. 11° 23' 18" W. 106.05 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve;

THENCE S. 00° 03' 46" W. 51.03 feet to a 1/2 inch iron rod with cap (FURMAN) found in the North Right-of-Way line of Roach Drive for the Southeast corner of said Tract 5;

THENCE N. 89° 27' 18" W. 60.00 feet along the North Right-of-Way line of said Roach Drive to a 1/2 inch iron rod with cap (FURMAN) found for the Southwest corner of said Tract 5;

THENCE N. 00° 03' 46" E. 50.52 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. 89° 56' 14" E. 330.00 feet;

THENCE Northerly 130.46 feet along said curve to the right with a long chord of N. 11° 23' 18" E. 129.61 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve, same being the beginning of a curve to the left whose center bears N. 67° 17' 10" E. 270.00 feet;

THENCE Northerly 106.74 feet along said curve to the left with a long chord of N. 11° 23' 18" E. 106.05 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve;

THENCE N. 00° 03' 46" E. 18.03 feet to a 1/2 inch iron rod with cap (FURMAN) found for the Northwest corner of said Tract 5, same being the most East Southeast corner of that certain 16.02+/- acre tract of land surveyed simultaneously;

THENCE N. 00° 03' 46" E. 279.71 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Northeast corner of said 16.02+/- acre tract of land surveyed simultaneously;

THENCE N. 89° 29' 16" W. 1148.68 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Northwest corner of said 16.02+/- acre tract of land surveyed simultaneously and the beginning of a curve to the left whose center bears S. 80° 34' 55" E. 270.00 feet;

THENCE Southerly 16.13 feet along said curve to the left with a long chord of S. 07° 42' 24" W. 16.13 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the end of said curve and the beginning of a curve to the left whose center bears S. 84° 00' 17" E. 5802.00 feet;

THENCE Southerly 539.34 feet along said curve to the left with a long chord of S. 03° 19' 56" W. 539.14 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the end of said curve;

THENCE S. 04° 14' 53" E. 120.24 feet to a 1/2 inch iron rod with cap (FURMAN) found for the Southwest corner of said 16.02+/- acre tract of land surveyed simultaneously, same being the Northeast corner of the aforementioned Tract 4;

THENCE S. 00° 30' 44" W. 154.20 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 00° 41' 12" E. 215.05 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 00° 30' 44" W. 134.50 feet to a point in the South line of said Section 61 for the Southeast corner of said Tract 4, same being the most South Southeast corner of this tract of land;

THENCE N. 89° 29' 16" W. 96.00 feet along the South line of said Section 61 to the Southwest corner of said Tract 4;

THENCE N. 00° 30' 44" E. 134.50 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE N. 03° 34' 27" E. 215.31 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE N. 00° 30' 44" E. 154.20 feet to a 1/2 inch iron rod with cap (FURMAN) found in the South line of the aforementioned Tract 1 for the Northwest corner of said Tract 4;

THENCE N. 89° 29' 16" W. 1200.00 feet along the South line of the aforementioned Tract 1 to a 1/2 inch iron rod with cap (FURMAN) found for the Northeast corner of the aforementioned Tract 3;

THENCE S. 00° 30' 44" W. 503.70 feet to a point in the South line of said Section 61 for the Southeast corner of said Tract 3;

THENCE N. 89° 29' 16" W. 80.00 feet along the South line of said Section 61 to the Southwest corner of said Tract 3;

THENCE N. 00° 30' 44" E. 503.70 feet to a 1/2 inch iron rod with cap (FURMAN) found in the South line of the aforementioned Tract 1 for the Northwest corner of said Tract 3;

THENCE N. 89° 29' 16" W. 674.42 feet along the South line of said Tract 1 to a 1/2 inch iron rod with cap (FURMAN) found for the Southwest corner of said Tract 1, same being the most South Southwest corner of this tract of land;

THENCE N. 00° 02' 59" E. 40.74 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. 89° 57' 01" E. 7827.00 feet;

THENCE Northerly 1082.01 feet along said curve to the right with a long chord of N. 04° 00' 36" E. 1081.15 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve and the Southeast corner of the aforementioned Tract 2, same being the beginning of a curve to the right whose center bears N. 00° 53' 51" E. 1080.00 feet;

THENCE Westerly 137.63 feet along said curve to the right with a long chord of N. 85° 27' 06" W. 137.54 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve;

THENCE N. 81° 48' 04" W. 562.71 feet to a 1/2 inch iron rod with cap (FURMAN) found in the Easterly Right-of-Way line of Loop Highway 335 (Clerk's File No. 2018021033) for the Southwest corner of said Tract 2, same being the most West Southwest corner of this tract of land and the beginning of a curve to the right whose center bears S. 82° 04' 11" E. 8527.00 feet;

THENCE Northerly 80.00 feet along said Easterly Right-of-Way line of Loop Highway 335, and along said curve to the right with a long chord of N. 08° 11' 56" E. 80.00 feet to a 1/2 inch iron rod with cap (FURMAN) found for the Northwest corner of said Tract 2, same being the most West Northwest corner of this tract of land;

THENCE S. 81° 48' 04" E. 562.71 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. 08° 11' 56" E. 1000.00 feet;

THENCE Easterly 137.79 feet along said curve to the left with a long chord of S. 85° 44' 54" E. 137.68 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve, same being the Northeast corner of said Tract 2 and the beginning of a curve to the right whose center bears S. 81° 26' 20" E. 7827.00 feet;

THENCE Northerly 687.33 feet along said curve to the right with a long chord of N. 11° 04' 37" E. 687.11 feet to the PLACE OF BEGINNING and containing 136.63 acres of land, more or less.



Surveying & GIS Division

3501 S. Georgia, Suite A
Amarillo, Texas 79109
Phone: 806.467.3777
Firm Registration #: F-10194246

PROJECT NO. E23-053-PIDEXhibit-A AP H-13
NO. P.L. RANDALLAMARILLOHOMESTEAD, PID

Exhibit B

Exhibit C

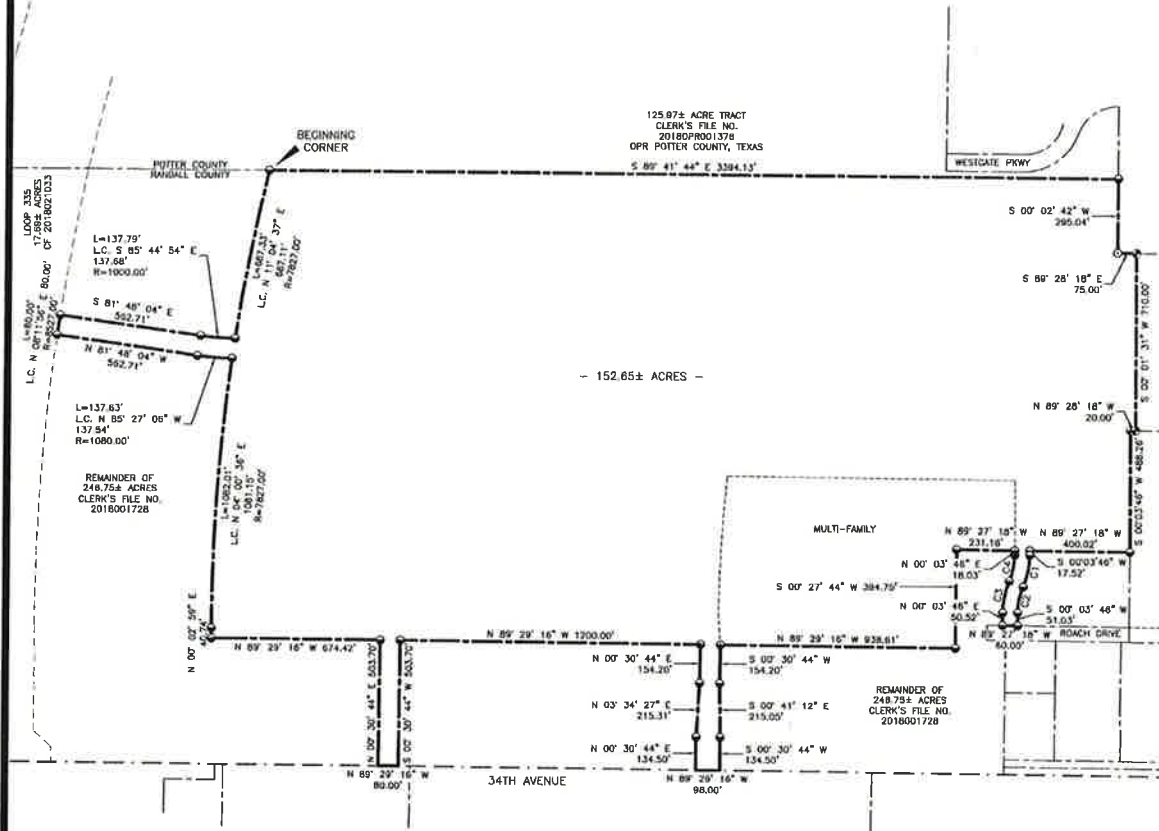
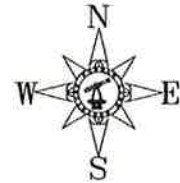
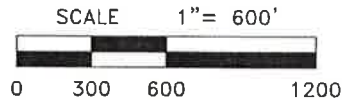
Page 279 of 351

[illegible]

Exhibit D

SCALE: 1" = 600'
LEGEND:

- ③ 1/2" IRON ROD SET W/CAP
STAMPED "FURMAN RPLS"
- ⊙ 1/2" IRON ROD W/CAP FND
STAMPED "FURMAN RPLS"
- ⊕ 1/2" IRON ROD FND
- FENCE POST FND



Curve Table				
Curve	Length	Radius	Chord Direction	Chord Length
C1	130.48'	330.00'	S 11° 23' 18" W	129.81'
C2	106.74'	270.00'	S 11° 23' 18" W	106.05'
C3	130.46'	330.00'	N 11° 23' 18" E	129.81'
C4	106.74'	270.00'	N 11° 23' 18" E	106.05'



Surveying & GIS Division

3501 S. Georgia, Suite A
Amarillo, Texas 79109
Phone: 806.467.3777
Firm Registration #: F-10194246

NOTES

1. Original seal and signature of the surveyor must be present on each page for survey to be valid.
2. This plat is the property of Geospatial Data Inc. Geospatial Data Inc. accepts no responsibility for the use of this plat for any purpose other than its original intended use. The intended use being the consummation of the original transaction between the parties listed in the certificate hereon and issuance of title insurance for the property surveyed. Reproduction of this plat for any purpose other than its original intended use is expressly forbidden without the written consent of an authorized agent of Geospatial Data Inc. Copyright 2023.
3. No investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose have been made by this Surveyor.

DESCRIPTION

A 152.65+/- acre tract of land out of Section 61, Block 9, B.S.&F. Survey, Randall County, Texas, being all of those certain tracts of land designated as Tract 1 (149.00+/- acres), Tract 2 (56,032+/- square feet), Tract 3 (40,296+/- square feet), Tract 4 (44,168+/- square feet), and Tract 5 (18,345+/- square feet) and being described in that certain instrument recorded under Clerk's File No. 2022019173 of the Official Public Records of Randall County, Texas, said 152.65+/- acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap (FURMAN) found in the Potter-Randall County Line for the Northwest corner of said Tract 1, same being the most North Northwest corner of this tract of land;

THENCE S. 89° 41' 44" E. 3394.13 feet along said county line, same being the North line of said Tract 1 to a 1/2 inch iron rod with cap (FURMAN) found for the Northeast corner of said Tract 1, same being the Northeast corner of this tract of land;

THENCE S. 00° 02' 42" W. 295.04 feet along the East line of said Tract 1 to a fence post found for a jog corner of this tract of land;

THENCE S. 89° 28' 18" E. 75.00 feet to a 1/2 inch iron rod found for a jog corner of this tract of land;

THENCE S. 00° 01' 31" W. 710.00 feet along the East line of said Tract 1 to a 1/2 inch iron rod found for a jog corner of this tract of land;

THENCE N. 89° 28' 18" W. 20.00 feet to a 1/2 inch iron rod found for a jog corner of this tract of land;

THENCE S. 00° 03' 46" W. 488.26 feet to a 1/2 inch iron rod with cap (FURMAN) found for the most East Southeast corner of this tract of land;

THENCE N. 89° 27' 18" W. 400.02 feet to a 1/2 inch iron rod with cap (FURMAN) found for the Northeast corner of the aforementioned Tract 5;

THENCE S. 00° 03' 46" W. 17.52 feet to a 1/2 inch iron rod with cap (FURMAN) found for the beginning of a curve to the right whose center bears N. 89° 56' 14" W. 330.00 feet;

THENCE Southerly 130.46 feet along said curve to the right with a long chord of S. 11° 23' 18" W. 129.61 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve, same being the beginning of a curve to the left whose center bears S. 67° 17' 10" E. 270.00 feet;

THENCE Southerly 106.74 feet along said curve to the left with a long chord of S. 11° 23' 18" W. 106.05 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve;

THENCE S. 00° 03' 46" W. 51.03 feet to a 1/2 inch iron rod with cap (FURMAN) found in the North Right-of-Way line of Roach Drive for the Southeast corner of said Tract 5;

THENCE N. 89° 27' 18" W. 60.00 feet along the North Right-of-Way line of said Roach Drive to a 1/2 inch iron rod with cap (FURMAN) found for the Southwest corner of said Tract 5;

THENCE N. 00° 03' 46" E. 50.52 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. 89° 56' 14" E. 330.00 feet;

THENCE Northerly 130.46 feet along said curve to the right with a long chord of N. 11° 23' 18" E. 129.61 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve, same being the beginning of a curve to the left whose center bears N. 67° 17' 10" W. 270.00 feet;

THENCE Northerly 106.74 feet along said curve to the left with a long chord of N. 11° 23' 18" E. 106.05 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve;

THENCE N. 00° 03' 46" E. 18.03 feet to a 1/2 inch iron rod with cap (FURMAN) found for the Northwest corner of said Tract 5;

THENCE N. 89° 27' 18" W. 231.18 feet to a 1/2 inch iron rod with cap (FURMAN) found for an interior corner of this tract of land;

THENCE S. 00° 27' 44" W. 394.75 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE N. 89° 29' 16" W. 938.61 feet to a 1/2 inch iron rod with cap (FURMAN) found for the Northeast corner of the aforementioned Tract 4;

THENCE S. 00° 30' 44" W. 154.20 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 00° 41' 12" E. 215.05 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE S. 00° 30' 44" W. 134.50 feet to a point in the South line of said Section 61 for the Southeast corner of said Tract 4, same being the most South Southeast corner of this tract of land;

THENCE N. 89° 29' 16" W. 96.00 feet along the South line of said Section 61 to the Southwest corner of said Tract 4;

THENCE N. 00° 30' 44" E. 134.50 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE N. 03° 34' 27" E. 215.31 feet to a 1/2 inch iron rod with cap (FURMAN) found;

THENCE N. 00° 30' 44" E. 154.20 feet to a 1/2 inch iron rod with cap (FURMAN) found in the South line of the aforementioned Tract 1 for the Northwest corner of said Tract 4;

THENCE N. 89° 29' 16" W. 1200.00 feet along the South line of the aforementioned Tract 1 to a 1/2 inch iron rod with cap (FURMAN) found for the Northeast corner of the aforementioned Tract 3;

THENCE S. 00° 30' 44" W. 503.70 feet to a point in the South line of said Section 61 for the Southeast corner of said Tract 3;

THENCE N. 89° 29' 16" W. 80.00 feet along the South line of said Section 61 to the Southwest corner of said Tract 3;

THENCE N. 00° 30' 44" E. 503.70 feet to a 1/2 inch iron rod with cap (FURMAN) found in the South line of the aforementioned Tract 1 for the Northwest corner of said Tract 3;

THENCE N. 89° 29' 16" W. 674.42 feet along the South line of said Tract 1 to a 1/2 inch iron rod with cap (FURMAN) found for the Southwest corner of said Tract 1, same being the most South Southwest corner of this tract of land;

THENCE N. 00° 02' 59" E. 40.74 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. 89° 57' 01" E. 7827.00 feet;

THENCE Northerly 1082.01 feet along said curve to the right with a long chord of N. 04° 00' 36" E. 1081.15 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve and the Southeast corner of the aforementioned Tract 2, same being the beginning of a curve to the right whose center bears N. 00° 53' 51" E. 1080.00 feet;

THENCE Westerly 137.63 feet along said curve to the right with a long chord of N. 85° 27' 06" W. 137.54 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve;

THENCE N. 81° 48' 04" W. 562.71 feet to a 1/2 inch iron rod with cap (FURMAN) found in the Easterly Right-of-Way line of Loop Highway 335 (Clerk's File No. 2018021033) for the Southwest corner of said Tract 2, same being the most West Southwest corner of this tract of land and the beginning of a curve to the right whose center bears S. 82° 04' 11" E. 8527.00 feet;

THENCE Northerly 80.00 feet along said Easterly Right-of-Way line of Loop Highway 335, and along said curve to the right with a long chord of N. 08° 11' 56" E. 80.00 feet to a 1/2 inch iron rod with cap (FURMAN) found for the Northwest corner of said Tract 2, same being the most West Northwest corner of this tract of land;

THENCE S. 81° 48' 04" E. 562.71 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. 08° 11' 56" E. 1000.00 feet;

THENCE Easterly 137.79 feet along said curve to the left with a long chord of S. 85° 44' 54" E. 137.68 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve, same being the Northeast corner of said Tract 2 and the beginning of a curve to the right whose center bears S. 81° 26' 20" E. 7827.00 feet;

THENCE Northerly 687.33 feet along said curve to the right with a long chord of N. 11° 04' 37" E. 687.11 feet to the PLACE OF BEGINNING and containing 152.65 acres of land, more or less.



Surveying & GIS Division

3501 S. Georgia, Suite A
Amarillo, Texas 79109
Phone: 806.467.3777
Firm Registration #: F-10194246

PROJECT NO. E23-053-PID Exhibit D AP H-13
NO. P\... \RANDALL\AMARILLO\HOMESTEAD\PID

Exhibit E

Listing of Potential Services to be Provided in the Public Improvement District

- Turf maintenance, which includes mowing, edging, trimming, and application of herbicides as required.
- Horticultural maintenance.
- Irrigation maintenance and management of seasonal watering schedules.
- Seasonal planting in applicable areas.
- Tree care which includes tree fertilization, pruning, and insect disease control.
- Water and electricity.
- Ground lighting maintenance.
- Other services incidental to the maintenance of landscaping
- Supplementary security service.
- Common area fencing, maintenance, and repair in and along entry ways, parks, and common area spaces.
- Community signage, maintenance, and repair in and along entry ways, parks, and open spaces.

Exhibit F

List of Current Property Owners within PID Boundary

Betenbough Homes, LLC

6305 82nd Street

Lubbock, TX 79424

Tigris XXVIII, LLC

5307 West Loop 289, Suite 201

Lubbock, TX 79414



November 29, 2023

Carrie Roberts or Designee
Public Improvement Districts Manager
City of Amarillo
601 S. Buchanan
P.O. Box 1971
Amarillo, TX 79105

RE: Homestead, Public Improvement District

Dear Honorable Mayor and City Council,

Betenbough Homes has purchased/optioned approximately 123.9 acres to become a residential development called Homestead. It is within the city limits of the City of Amarillo bound on the North by Interstate 40, adjacent to the East by Soncy Road, and adjacent to the South by Southwest 34th Avenue, and adjacent to the West by North Loop 335. We are proposing to create a Public Improvement District, "PID", to maintain the public improvements for Betenbough Homes Homestead Community.

The estimated total cost of the improvements is approximately \$1,550,000 and this will be paid and constructed by the developer, Betenbough Homes does not desire reimbursement. The creation of this PID will assist in maintaining these common areas for the Citizens that live here and the surrounding parts of the communities that come to visit. Betenbough Homes has a vested interest to insure that the communities that we develop in Amarillo stay thriving and vibrant as the day they are constructed.

In order to comply with the local government code, Title 12, Planning and Development, Subtitle A; Municipal Planning and Development Chapter 372. Improvements Districts in Municipalities and Counties subchapter A; Public Improvements districts; we are providing the below documentation to meet the City of Amarillo petition requirements:

- ❖ Evidence that the petition signatures meet the State law requirements.
 - This requirement is addressed in "Exhibit F," of the accompanying petition.
- ❖ The general nature of the proposed improvement(s), as well as a statement demonstrating how the establishment of the PID will provide a public service.
 - This requirement is addressed in Section 6 of the accompanying petition.
- ❖ Map of the area, legal description by metes and bounds of the boundaries of the PID.
 - This requirement is addressed in "Exhibit D," of the accompanying petition.



BETENBOUGH
HOMES®

- ❖ Estimated total cost of improvement(s).
 - This requirement is addressed in "Exhibit C," of the accompanying petition.
- ❖ Proposed method of assessment (per square foot assessment, per lot assessment, percent of total assessment).
 - This requirement is addressed in Section 9 and "Exhibit C" of the accompanying petition.
- ❖ Types of services for which the PID will be responsible.
 - This requirement is addressed in "Exhibit E," of the accompanying petition.
- ❖ Who will be responsible for the administration of the PID.
 - This requirement is addressed in Section 11 of the accompanying petition.
- ❖ PID operating budget listing the estimated costs, maintenance costs, and administrative costs for each phase of the project.
 - This requirement is addressed in "Exhibit C," of the accompanying petition.
- ❖ Procedures outlining an annual public review of the Service Plan and budget items as well as provisions for periodic evaluations.
 - This requirement is addressed in Section 11 of the accompanying petition.
- ❖ Description of City-owned land within the PID, as well as its proposed share of project costs.
 - This requirement is addressed in "Exhibit A," and "Exhibit D," of the accompanying petition.
 - The City of Amarillo is not proposed to share in any of the project costs.
- ❖ Documentation of adequate developer/contractor liability insurance regarding the construction of improvements.
 - All construction of improvements will be done prior to the City of Amarillo or the proposed PID board taking control of common areas.
- ❖ Contingency plan that addresses the maintenance or removal of PID improvements if the PID is dissolved and specifies that the City is in no way obligated to future maintenance or operational costs regarding improvements in the public right-of-way.
 - This requirement is addressed in Section 17 of the accompanying petition.

Our goal is to provide all of the information requested to continue with the creation of this PID. Please let us know if you have any questions or require any additional information.

X 

Chris Berry

Land Development Manager

Betenbough Homes



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Business Friendly Community
Department: Planning and Development Services
Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8107

This item is a public hearing and first reading to consider an ordinance rezoning Lots 11 through 13, Block 1, Chalmers Addition, an addition to the City of Amarillo, in Section 171, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 41 and Multiple Family District 2 to Planned Development District 41A to allow a credit union as an additional allowed land use. (VICINITY: SW 22nd Ave. & Monroe St.; APPLICANT/S: OJD Engineering, LLC for Amarillo Junior College)

Agenda Item Summary: Purpose: The applicant is requesting a change in zoning to develop the site with an Education Credit Union location that will be a small-scale branch for the Amarillo College campus. Amarillo College currently owns the property and will be leasing the site to the Education Credit Union who will repurpose an existing building on the site. The current Planned Development allows for a youth Bible center and residences.

Adjacent Zoning: Adjacent zoning consists of Multi-Family District 2 to the north and east, Residential District 1 with Specific Use Permit 3 to the south, and Planned Development District 216A to the west.

Adjacent Land Uses: Adjacent land uses consist of parking lots for Amarillo College to the north, east, and west and the Amarillo College Campus to the south.

Future Land Use Map: The request would conform with the Future Land Use Map category of General Commercial.

Neighborhood Unit Concept (NUC): Typically, a zoning change for a land use at this location within a section of land would not conform with the NUC; however, the Planning and Zoning Commission notes this section is unique in that it features the Amarillo College Campus as a predominant land use in this portion of the section.

Analysis: The Planning and Zoning Commission notes that the applicant's site is surrounded entirely by the Amarillo College campus and associated parking lots. At the time the original Planned Development was considered and approved for the youth Bible center, the site was bounded by single-family homes which required additional consideration to protect adjacent homes from a non-residential land use.



Over the years, parking lots for Amarillo College did replace many of the adjacent homes which has resulted in the site now being bound on all sides by parking lots instead of single-family homes. Despite this being the case, given the location of the tract adjacent to the Amarillo College campus and near-by homes, the Planning and Zoning Commission believes that appropriate protections should remain via a Planned Development to ensure the site is compatible with surrounding development regarding allowed uses and development standards for the site.

The applicant has submitted a site plan for review that maintains the core elements of the original Planned Development with the main change being the allowance of a credit union as an allowed use. Any future site changes and/or new land-uses that are not allowed by the Planned Development would require a zoning change.

The Planning and Zoning Commission is of the opinion that the proposed site plan and development standards are appropriate, and the proposed use (smaller scale credit union) is appropriate in intensity and scale for this location given surrounding zoning and development patterns.

Requested Action: This item is ready for a public hearing and first reading consideration by the City Council.

Funding Summary: N/A

Community Engagement Summary: Public notices were sent as required by State Law and no comments have been received on this request as of this writing.

Staff Recommendation: The Planning and Zoning Commission recommends approval of the request as presented with a unanimous vote.

- Attachments:**
- 1. Ordinance and Exhibit
 - 2. Location Map

ORDINANCE NO. _____

**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 SOUTHWEST TWENTY-SECOND AVENUE AND MONROE
STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS
CLAUSE; PROVIDING A REPEALER CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

Rezoning of Lots 11 through 13, Block 1, Chalmers Addition, an addition to the City of Amarillo, in Section 171, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 41 and Multiple Family District 2 to Planned Development District 41A to allow a credit union as an additional allowed land use, site plan attached herein as Exhibit A.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 9th day of January, 2024 and PASSED on Second and Final Reading on this the 23rd day of January, 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

Exhibit A

LEGAL DESCRIPTION

ALL OF LOT 12 & LOT 13, BLOCK 1, CHALMERS ADDITION,
CITY OF AMARELLO, POTTER COUNTY, TEXAS.

FLOOD ZONE

ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48375C0530C, EFFECTIVE DATE OF JUNE 4, 2010. THIS PROPERTY DOES NOT APPEAR TO BE LOCATED IN A SPECIAL FLOOD HAZARD AS SHOWN THEREON. THE UNDERSIGNED SURVEYOR DOES NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OF THE FEMA MAP UPON WHICH THIS OPINION IS BASED.

DEVELOPMENT AREA & ZONING

PROPOSED AREA TO BE DEVELOPED CONTAINS 0.3 AC. (13,030.5 SQ. FT.)
THE PROPERTY IS ZONED PD-41 AND SHALL REMAIN AS SUCH.

PARKING REQUIREMENTS

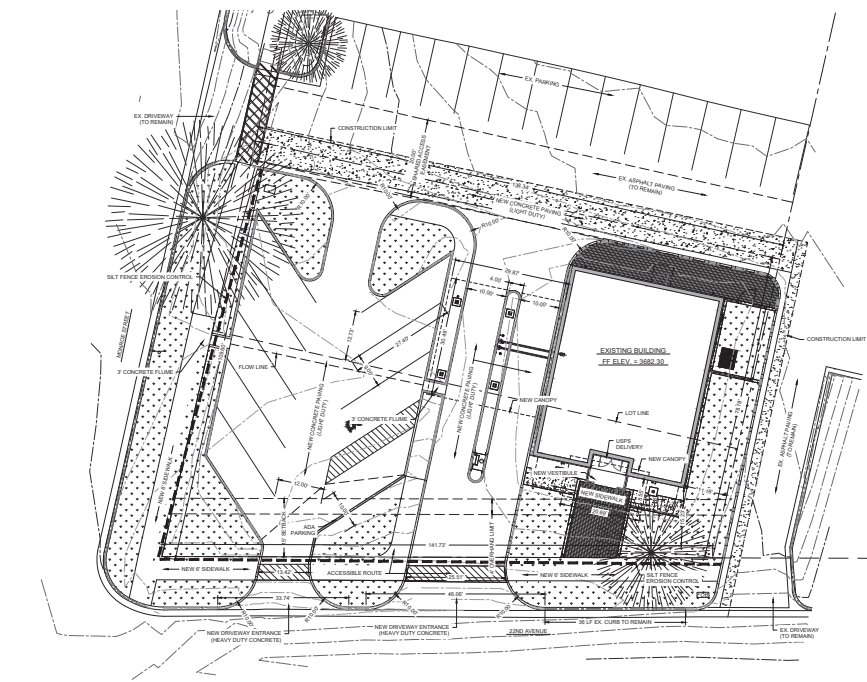
4-10-211-2.A
ONE (1) SPACE FOR EACH SIX HUNDRED (600) SQUARE FEET OF FLOOR AREA
TOTAL SPACES REQUIRED - 4
TOTAL SPACES PROVIDED - 9
ADA SPACES REQUIRED - 1
ADA SPACES PROVIDED - 1 (VAN ACCESSIBLE)

BUILDING INFORMATION

EXISTING
2.041.4 SE

OWNER INFORMATION

AMARILLO JUNIOR COLLEGE DISTRICT
PO BOX 447
AMARILLO TX 79105-0447

01 SITE LAYOUT
1" = 40'

01 SITE LA



NOTES:

- 1) SIGNAGE TO BE SUBMITTED & PERMITTED BY SEPARATE SUBMITTAL.
- 2) EXISTING UTILITY TAPS TO BE USED.

[illegible]

¹I acknowledge and agree to all standards of development as listed on this site plan.

Chris Sharp, V.P. Business Affairs
Beverly, Justice College

Date _____

CORGAN ■

ORGAN
401 N. Houston St.
Dallas, TX 75202
T: 214-748-0000

ISSUES

	10/02/2023	DEMOLITION PACKAGE - IFC
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[illegible] OJD Engineering, LLC

The Benchmark
Consulting Engineers
P.4368
2620 Lakeshore Drive
Jomarie, TX 75110
800.362.2117

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF
PRELIMINARY REVIEW UNDER
THE AUTHORITY OF ETHAN
JOHNSON, P.E. 142301 ON
12/14/2023. IT IS NOT TO BE
USED FOR CONSTRUCTION,
BIDDING, OR PERMITTING

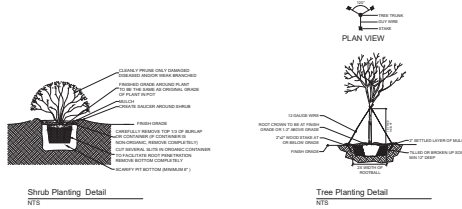
PURPOSES.

Date of issue:
11.08.2023

ECU AMARILLO COLLEGE
BADGER SMART BRANCH
512 SW 22ND AVE, AMARILLO, TX 79109

SITE PLAN
THIRD
SUBMITTAL

JOB 23191
DATE 12/17/2023
SHEET



PLANT LIST	QTY	SCIENTIFIC NAME	COMMON NAME	CONDITION
TREES				
1		<i>Quercus shumardii</i>	Red Oak	Single trunk, 2" cal., well branched
4		<i>Platanus chinensis</i>	Chinese Platanus	Single trunk, 2" cal., well branched
3		<i>Ulmus crassifolia</i>	Cedar Elm	Single trunk, 2" cal., well branched
SHRUBS AND ORNAMENTAL GRASSES				
8		<i>Taxus x media 'Densiformis'</i>	Dense Yew	3 gal.
8		<i>Ilex vomitoria 'Nana'</i>	Dwarf Yaupon Holly	3 gal.
40		<i>Lysimachia nummularia</i>	Monarda	4" Pot
GROUND COVER AND TURF				
4,550 s.f.		<i>Cynodon dactylon</i>	Bermuda Grass	Hydro-mulch
MISCELLANEOUS MATERIALS				
250 s.f.		Gray Crushed Rock		3" Depth, 3/4" size
45 l.f.		Steel Edging		4" x 1/2"

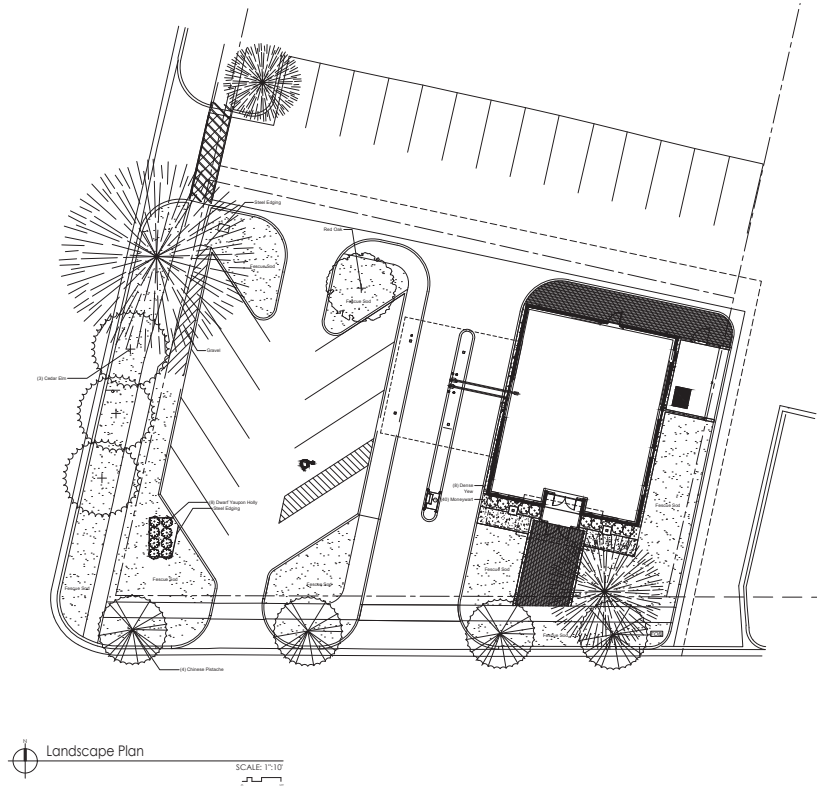
GENERAL LANDSCAPE NOTES

- All areas of landscape will be covered with an automatic irrigation/sprinkler system.
- Examine areas and conditions under which work is to be performed, notify Landscape Architect of any conditions detrimental to proper and timely completion of work.
- Upon planting, remove all wire, plastic, and nylon rope from upper 1/3 of rootball and bark area and cut and remove burlap from top of root ball.
- Handle all plant material in accordance with best horticultural practices so that roots and root balls are adequately protected from mechanical injury, sun drying, winds and/or any other detrimental effects. Do not bend plants with nylon rope or wire in a manner that would damage bark, break branches, or destroy their natural shape.
- Guarantee all planting for one (1) year after final acceptance of work. Owner shall be responsible for proper maintenance of plants after final acceptance of work.
- Replace dead dead or diseased plant material not within vigorous, thriving conditions within fifteen (15) days of notification. Replace plants which have partially died, thereby damaging the shape, size, or symmetry of the aforementioned plant. Replace plants with same variety and size as originally planted at no cost to owner. Provide one (1) year guarantee on first replacement plant only.
- 3" or organic compost to be added and soil around existing well. Remove and replace soil contaminated with road base material or building past material.
- 3/4" Gray Crushed Rock to be installed in all planting areas with Durofit Pro 5 filter fabric underneath.
- Provide a 1" layer of shredded hardwood mulch for all trees planted in grass areas.
- Confirm operation and coverage of new irrigation/sprinkler system in all bed areas.
- Adjust as required to provide average coverage of entire beds.
- Remove all debris generated by work operations. Leave entire planting areas in a neat condition free of debris and pond areas adjoining planting areas in a brown clean condition on a daily basis.

COMPLIANCE SCHEDULE	
LANDSCAPE REQUIREMENTS	
Lot Area	17,100 S.F.
Required Landscaped Area	1,000 S.F.
Living Landscape Required	107 S.F.
Living Landscape Provided	99 S.F.
Non-Living Landscape Provided	4,313 S.F.
STREET TREE REQUIREMENTS	
Length of Street Frontage	288 L.F.
# of Trees Required	7
# of Trees Provided	7
PARKING LOT TREE REQUIREMENTS	
# of Parking Spaces	9
# of Trees Required	1
# of Trees Provided	1

LANDSCAPE POINTS - TOTAL - 25	
75% of plant material is water efficient as listed	9
All required trees meet or exceeds 2" caliper	2
Parking lot trees planted in island greater than 54 s.f.	5
All areas less than 4 feet have Non-Living Landscape Materials and permeable weed barrier	2
Preservation of each existing healthy tree 2" caliper or greater	5
Subsurface irrigation is used in all Turf Grasses	9
Drip irrigation systems are used within all planting beds	5
Landscape plan designed and sealed by registered landscape architect	2
Permeable weed barrier installed in all planting beds	2
Landscape area provided exceeds requirement by 10% or more	2
Installation of new additional parking to new areas the maximum	9
Root barriers are used to prevent Landscape damage as trees grow	0
More than 50% of Total Required Landscape Area is Bluegrass or other cool season Turf Grass	0
Planting of each variety of tree not listed on the recommended list	0

NOTE:
Contractor shall be responsible for any and all damage to existing utilities or disruption of service caused by excavation. Contractor shall call TEXAS 811 to locate all utilities prior to any excavation.



CORGAN
4010 TEXAS 36
DALLAS, TX 75226
P. 214.746.0000

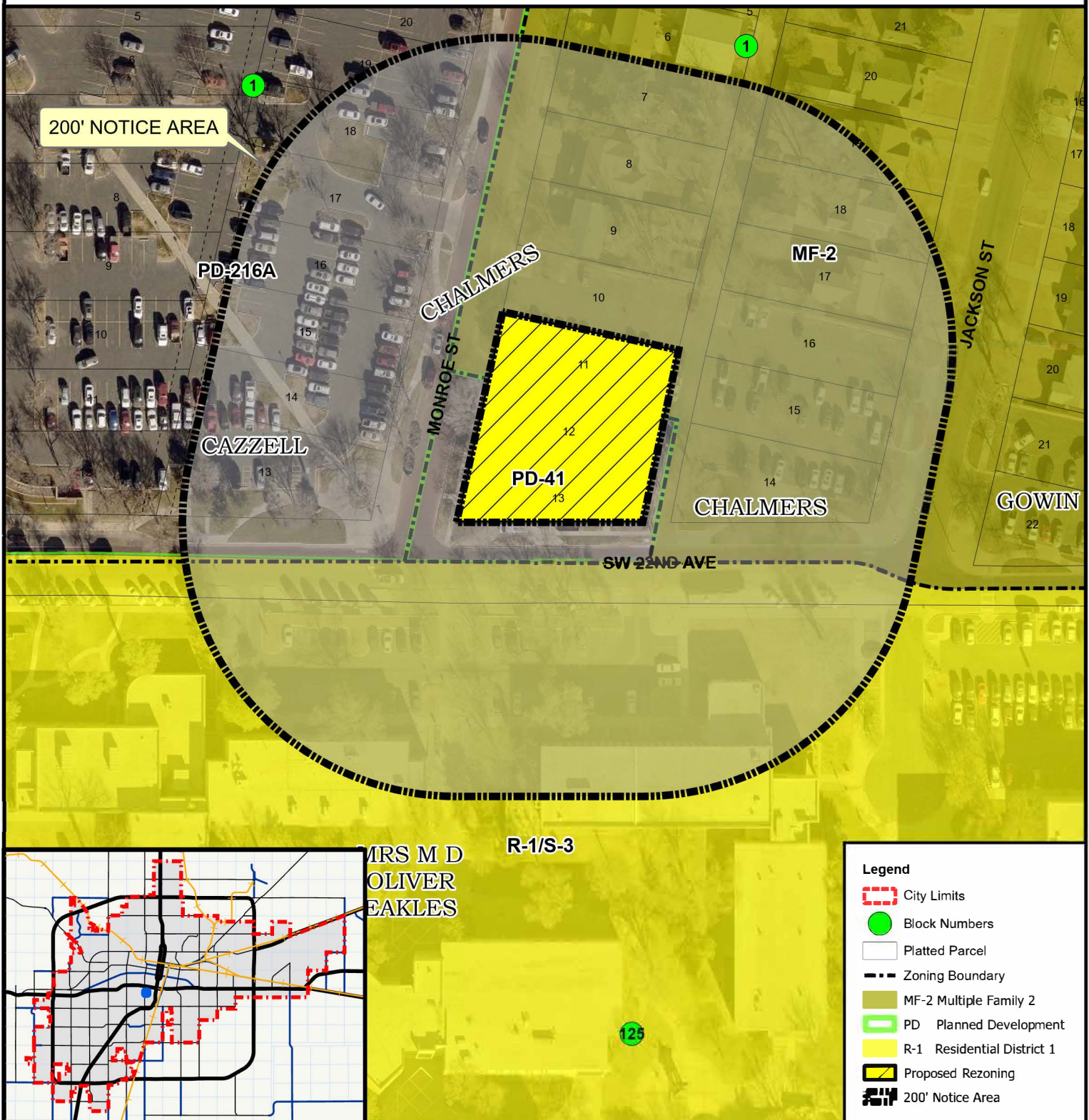
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Green Plains Design
Date of Issue: 11.01.2023

**ECU AMARILLO COLLEGE
BADGER SMART BRANCH**
512 SW 22ND AVE, AMARILLO, TX 79109

LANDSCAPE PLAN
JOB 23191
DATE 11/01/2023
SHEET
L-1.1

REZONING FROM PD-41 & MF-2 to PD-41A



CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 100 Feet
Date: 12/4/2023
Case No: Z-23-14



Z-23-14 Rezoning of Lots 11 through 13, Block 1, Chalmers Addition, an addition to the City of Amarillo, in Section 171, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 41 and Multiple Family District 2 to Planned Development District 41A to allow a credit union as an additional allowed land use. (VICINITY: SW 22nd Ave. & Monroe St.; APPLICANT/S: OJD Engineering, LLC for Amarillo Junior College)

AP: N-13



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Business Friendly Community
Department: Planning and Development Services
Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8108

This item is a public hearing and first reading to consider an ordinance rezoning a 11.08-acre tract of unplatted land, in Section 139, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from General Retail District and Residential District 2 to Planned Development District 406 to allow for land uses allowed in Residential District 2 with a maximum building height of 40 feet. (VICINITY: SE 27th Ave. and Osage St.; APPLICANT/S: Manny De Los Santos for Amarillo Power Church)

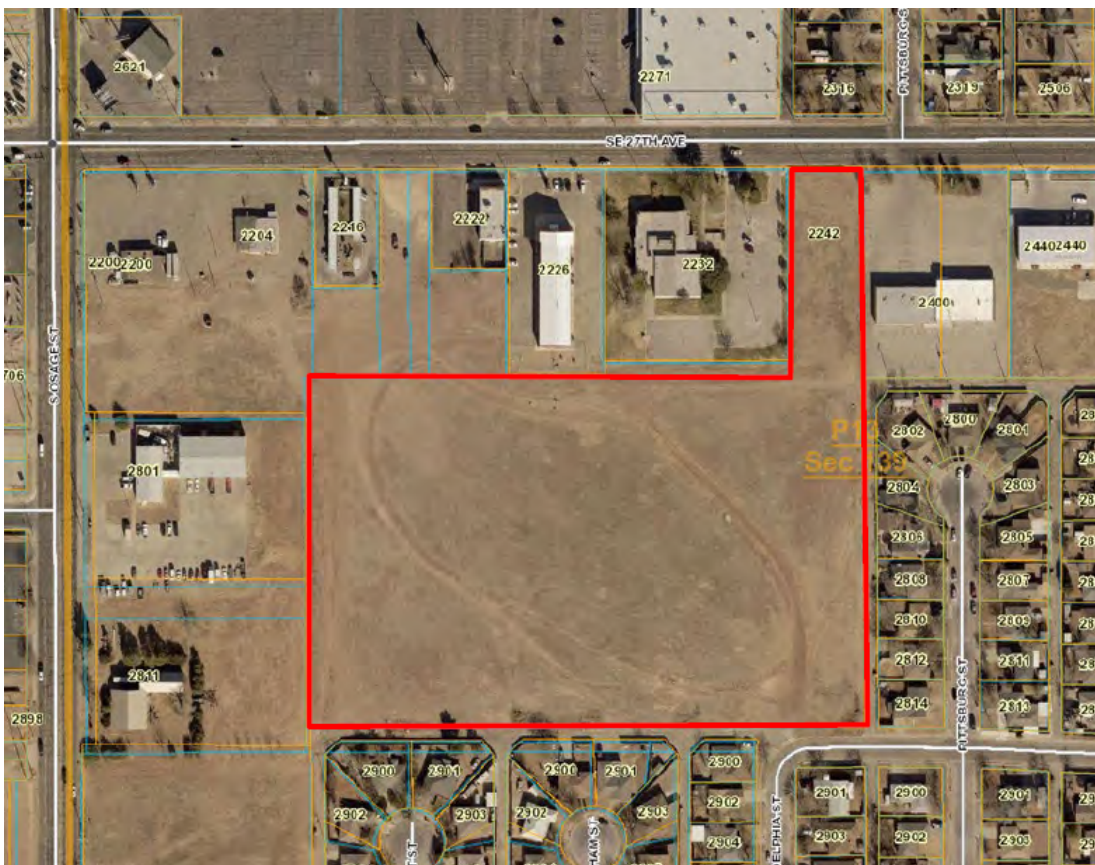
Agenda Item Summary: Purpose: The applicant is requesting a change in zoning to develop the site with a church. While a church is allowed within the current zoning and will only have one story that can be occupied, the structure itself will have a maximum building height of 40 feet while Residential District 2 has a maximum building height of two stories (23 feet). Due to the proposed height, a zoning change would be required to allow such use.

Adjacent Zoning: Adjacent zoning consists of Residential District 1 to the north, Residential District 2 to the east and south, and General Retail District to the north, west, and east.

Adjacent Land Uses: Adjacent land-uses consist of single family detached homes to the north, east, and south, a City Library and retail land uses to the north, and additional retail land-uses and single-family home to the west.

Future Land Use Map: The applicant's tract is identified as being in the General Commercial and General Residential Future Land Use Map categories. The request would conform with the General Commercial category and if developed in an appropriate manner, could also conform with the General Residential category as this category does allow for public/institutional uses where appropriate.

Neighborhood Unit Concept (NUC): Given the location of the applicant's tract near the intersection of S. Osage Street and SE 27th Avenue, the tract is in a transitional area between the retail land uses located at the section line intersection and single-family detached homes to the south and east. This tract is at a location that a transitional zoning/land use would be recommended to provide an appropriate transition in zoning and land uses. Staff is of the opinion that this use would comply with the NUC in this regard.

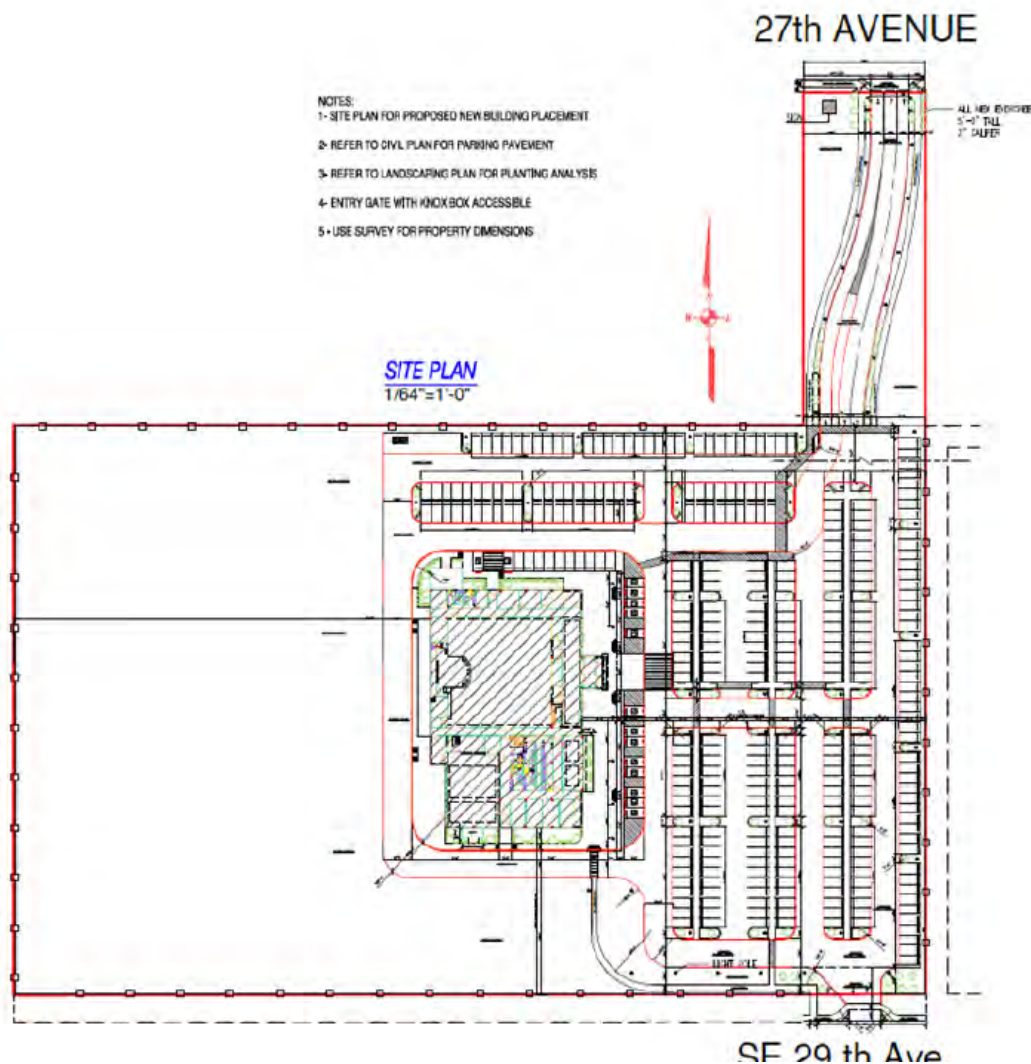


Analysis: Initial conversations with the applicant on the request looked at rezoning the tract as either Office District 2 or Multiple-Family District 2 as those districts would allow for the desired building height and also were not as intensive as General Retail regarding allowed land uses. However, Staff did have concerns in that those districts would allow for unlimited building height and given the size of the site, if the church was not built, a sizeable office development or apartment complex could be built in those districts which could have been negatively impactful to the near-by homes.

Given those concerns, the applicant was agreeable to limiting the allowed land uses to those allowed in Residential District 2 and limiting the building height to what was only necessary (40 feet in this case). Attached in the packet is the list of proposed standards and elevations of the proposed structure. Site development standards will follow those required of Residential District 2 and all other typical requirements (landscaping, screening, signs, etc.).

Given that the Planned Development will limit land uses and development standards to those allowed in Residential District 2, Staff is of the opinion that the Planned Development incorporates appropriate protections for the surrounding single-family homes.

Regarding the height of the building, Staff is of opinion that given the proposed setbacks for the site as shown on the draft site plan provided by the applicant below (approximately 294 feet from the east property line and 139 feet from the south property line), the impacts from the increased height would be minimized. It is additionally noted that there is also a 20-foot-wide public alley between the homes to the east and south and the applicant's site that would provide additional separation from this use.



Requested Action: This item is ready for a public hearing and first reading consideration by the City Council.

Funding Summary: N/A

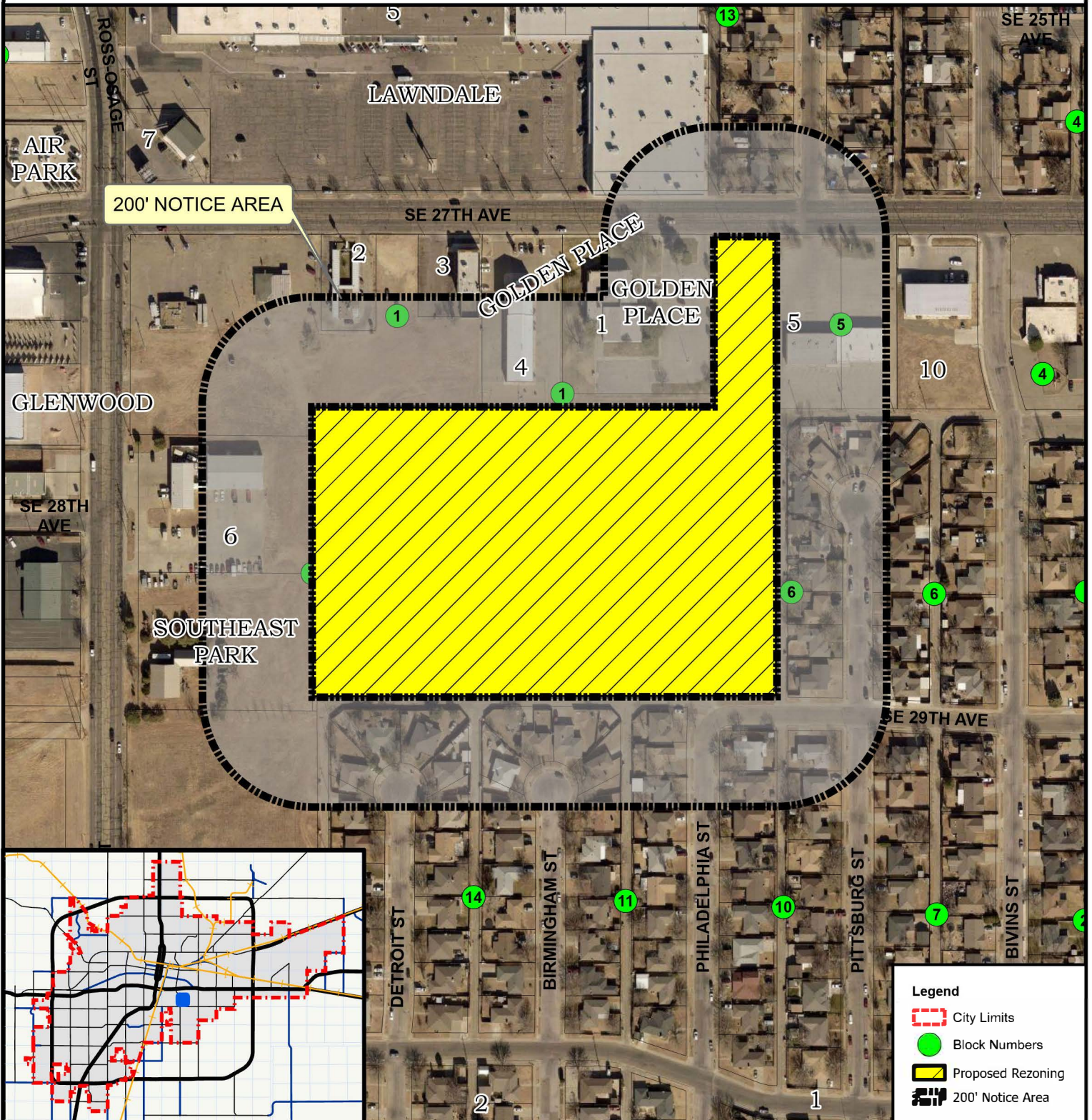
Community Engagement Summary: Notices were sent as required by State Law and no comments have been received as of this writing.

Staff Recommendation: The Planning and Zoning Commission recommends approval of the request as presented with a unanimous vote.

Attachments:

1. Location Map
2. Ordinance and Exhibits

REZONING FROM R-2 and GR to PD



CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 250 Feet
 Date: 12/4/2023
 Case No: Z-23-18



Z-23-18 Rezoning of a 11.08-acre tract of unplatted land, in Section 139, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from General Retail District and Residential District 2 to Planned Development District to allow for land uses allowed in Residential District 2 with a maximum building height of 40 feet.

VICINITY: SE 27th Ave. and Osage St.

APPLICANT/S: Manny De Los Santos for Amarillo Power Church

AP: P-13

ORDINANCE NO. _____

**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 SOUTHEAST TWENTY-SEVENTH AVENUE AND OSAGE
STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS
CLAUSE; PROVIDING A REPEALER CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

Rezoning of a 11.08-acre tract of unplatted land, in Section 139, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from General Retail District and Residential District 2 to Planned Development District 406 to allow for land uses allowed in Residential District 2 with a maximum building height of 40 feet being further described in Exhibit A and Exhibit B attached herein.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 9th day of January, 2024 and PASSED on Second and Final Reading on this the 23rd day of January, 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

Exhibit A

A 11.08 acre tract of land situated in Section 139, Block 2, A. B. & M. Survey, Potter County, Texas, as conveyed in Partition Deed of record under Clerk's File Number 1247590 of the Official Public Records of Potter County, Texas, said 11.08 acre tract being described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with a green plastic cap stamped "RPLS 5437" (M-Cap) set for the Northwest corner of this tract of land, being in the East line of a 2.98 acre tract of land as conveyed in instrument recorded under Clerk's File Number 2019OPR0002574 of the Official Public Records of Potter County, Texas, said point being - per deed - 378' East and 365' South of the Northwest corner of the West 1/3 of the South 1/2 of Section 139;

THENCE South 89 degrees 59 minutes 47 seconds East, a distance of 305.94 feet pass a 1/2 inch iron rod found for the Southwest corner of Golden Place Addition Unit No. 4, as recorded under Clerk's File Number 1232512 of the Official Public Records of Potter County, Texas, continue at 452.47 feet pass a 5/8 inch iron rod found for the Southeast corner of said Golden Place Addition Unit No. 4, same being the Southwest corner of a 20' x 280' tract as conveyed in instrument recorded in Volume 3037, Page 192 of the Official Public Records of Potter County, Texas, continue for a total distance of 732.77 feet to a M-Cap set, the Southeast corner of said 20' x 280' tract of land;

THENCE North 00 degrees 02 minutes 48 seconds West, a distance of 20 feet pass a 1/2 inch iron rod found for the Northeast corner of said 20' x 280' tract of land, same being the Southeast corner of Lot 1, Block 1, Golden Place Addition, as recorded in Volume 1200, Page 35 of the Deed Records of Potter County, Texas, continue for a total distance of 310.00 feet to an "X" in concrete set in the South line of SE 27th Avenue as dedicated by Right-of-Way Deed recorded in Volume 468, Page 537 of the Deed Records of Potter County, Texas, being the Northeast corner of said Golden Place Addition;

THENCE North 89 degrees 59 minutes 55 seconds East, a distance of 113.65 feet to the Northeast corner of this tract of land, being the Northwest corner of Southeast Park Addition Unit No. 5, as recorded in Volume 1909, Page 617 of the Official Public Records of Potter County, Texas;

THENCE South 00 degrees 05 minutes 31 seconds East, along the West line of said Southeast Park Addition Unit No. 5, a distance of 1.88 feet pass a 1/2 inch iron rod found, continue at a distance of 311.93 feet pass a 1/2 inch iron rod found for the Southwest corner of said Southeast Park Addition Unit No. 5, same being the Northwest corner of Southeast Park Addition Unit No. 1, as recorded in Volume 1200, Page 154 of the Deed Records of Potter County, Texas, continue

along the West line of said of Southeast Park Addition Unit No. 1 for a total distance of 837.85 feet to a 1/2 inch iron rod found, the Northeast corner of Southeast Park Addition Unit No. 2, as recorded in Volume 1200, Page 354 of the Deed Records of Potter County, Texas, the Southeast corner of this tract of land;

THENCE South 89 degrees 55 minutes 50 seconds West, along the North line of said Southeast Park Addition Unit No. 2, a distance of 830.38 feet pass a 1/2 inch iron rod found for the Northwest corner of said Southeast Park Addition Unit No. 2, continue for a total distance of 846.79 feet to a M-Cap set in the East line of Lot 5, Block 1, Southeast Park Unit No. 6, as recorded in Volume 2394, Page 474 of the Official Public Records of Potter County, Texas, the Southwest corner of this tract of land, whence a 1/2 inch iron rod found for the Southeast corner of said Lot 5, Block 1, Southeast Park Unit No. 6 bears South 00 degrees 04 minutes 44 seconds East, a distance of 35.68 feet;

THENCE North 00 degrees 04 minutes 44 seconds West (directional control GPS observation WGS84), along the East line of said Southeast Park Unit No. 6, a distance of 465.14 feet pass a 1 inch iron pipe found for the Northeast corner of said Southeast Park Unit No. 6, same being the Southeast corner of said 2.98 acre tract, continue for a total distance of 528.92 feet to the POINT OF BEGINNING.

Exhibit B

Planned Development 406 Development Standards

- 1) Allowed land uses: All uses allowed in the Residential District 2 (R-2) zoning district. Any other use change will require a zoning amendment for the site.
- 2) Site plan review required upon development/redevelopment of the site prior to the issuance of a building permit and/or Certificate of Occupancy.
- 3) The height of buildings is restricted to 40 feet or less.
- 4) Landscaping will comply with the City of Amarillo Landscape Ordinance.
- 5) Off street parking will comply with Section 4-10-211 (Vehicle Parking Regulations).
- 6) All parking and driveways shall conform to the requirements of Section 9 of the Development Policy Manual of the City of Amarillo unless noted otherwise.
- 7) All exterior lighting shall be directed onto the property in such a manner to minimize or eliminate glare across adjacent property lines.
- 8) No signs shall be operated on the property that use, or have attached any flashing, pulsating, or rotating lighting source or reflector. No portable signs will be allowed.
- 9) Sign standards shall comply with Section 4-2-9(J)(1).
- 10) All refuse containers shall be screened and maintained in such a manner as to prevent blowing trash and debris.
- 11) Any additional bulk or area requirements not specifically noted on this site plan shall comply with the Residential District 2 (R-2) zoning district.
- 12) Any and all utility relocations or adjustments required for this development shall be the responsibility of the developer(s).
- 13) All fencing, screening, landscaping, driveways, and parking areas shall be maintained in good condition at all times by owners. All landscaping to be installed prior to receiving a certificate of occupancy or within six months of occupying structure if bad weather exists. All landscape material, trees, grass, shrubs, etc., shall be installed on the site in the same manner as depicted on the approved site plan and all landscaped areas shall be served with an irrigation system as required by the City of Amarillo Landscape Ordinance.
- 14) The approval of this development by the City of Amarillo in no way shall alter or abrogate requirements of the Uniform Building Code as adopted and amended by the City of Amarillo.
- 15) The City of Amarillo or its franchised utility shall not be required to replace any obstructions, paving, or plantings that must be removed during the course of maintenance, construction, or reconstruction within any public utility or drainage easement.

Exhibit B

Planned Development 406 Development Standards

- 16) All exterior mechanical equipment shall be located and/or screened in such a manner as to eliminate or minimize noise and visual impact to adjacent properties.
- 17) All surface storm water collected on this site shall drain directly to adjacent public right-of-way or by other means if approved by the City Engineer.
- 18) The developer shall comply with all ADA requirements.
- 19) "I acknowledge and agree to all standards of development as listed above."


Signature

12-14-2023
Date

Manny DeLosSantos Amarillo Power Church Pastor
Printed Name, Title, and Entity/Ownership Name



Agenda Transmittal Memo

Date: January 9, 2024

Council Priority: Infrastructure
Technology and Innovation

Department: City Manager's Office

Contact Person: Floyd Hartman, Assistant City Manager

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8108

This item is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 18-2, providing for an option for residential customers to opt-out of a transmitter installed on a residential digital water meter.

Agenda Item Summary: The City initiated a system-wide installation of automated meters capable of communication with the Billing Department and will provide the option for customers to have direct interaction with their meter including warnings of unusual usage and the ability to check meter readings. This ordinance provides the opportunity for residential customers to opt out to the transmission of the data.

Requested Action: Approval of the Ordinance

Funding Summary: No fee included.

Community Engagement Summary:

Staff Recommendation: Staff recommends approval.

Attachments: 1. Ordinance No. 8108

ORDINANCE NO. 8108

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 18-2, PROVIDING FOR AN OPTION FOR RESIDENTIAL CUSTOMERS TO OPT-OUT OF DIGITAL METERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, In October 2021, Amarillo City Council approved a \$29.5 million loan (at zero percent interest with a \$1 million loan forgiveness) by the Texas Water Development Board's Clean Water State Revolving Fund to fund the digital water meter system; and,

WHEREAS, Phase I of the project began in February of 2023 with approximately 1,500 digital meter installations and Phase II is ongoing; and,

WHEREAS, the City Council wishes to provide an option for residential customers to opt-out of the installation of a digital meter;

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

SECTION 1. The Amarillo Municipal Code, Chapter 18-2, Article III, Section 18-2-52 be and hereby is amended, to read as follows:

Sec. 18-2-52. - Meters—Required.

Water furnished by the City to its customers shall be measured by meters. The City will furnish, install and maintain all meters. The size and type of meters shall be determined by the City. Notwithstanding any provision of this chapter a single-family residential customer may opt-out of the installation of a radio transmitter per a written form provided by the Utility Department without incurring a fee.

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be

unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. Repealer. All ordinances, parts of ordinances, resolutions, and parts of resolutions that adopt a Drought Contingency Plan are hereby repealed. Further, any and all other ordinances or resolutions of any nature, or parts of either, that conflict with the terms of this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 4. Continuation. That nothing in this ordinance or any code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or ordinance hereby repealed by this ordinance.

SECTION 5. Effective Date. This ordinance shall become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 9th day of January 2024; and PASSED on Second and Final Reading the 23rd day of January 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 9, 2024

Council Priority: Public Safety

Department: Public Works

Contact Person: Michael Padilla, Assistant Director of Public Works, Donny Hooper, Managing Director of Public Works

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8109

This item is the first reading of an ordinance amending the Municipal Code of the City of Amarillo, Chapter 16-3, Article XXI, Section 16-3-1005, changing the maximum speed limit on segments of Helium Road and Hollywood Road (Loop 335). Reducing the speed limit from 55 mph to 35 mph in this area.

Agenda Item Summary: This is a change to City Ordinance Chapter 16-3-1002, Schedule B Maximum Speed Limit:

Add the location of Helium (Loop 335) from 4000' south of Hillside to Arden to the Schedule with a Maximum Speed limit of 35 MPH from the existing speed limit of 55mph during determined peak traffic time periods. TXDOT recently completed speed studies on this corridor and recommended that speeds be lowered, and a Flashing Beacon installed for the School Crossing (West Plains High School).

Requested Action: Requesting Council to consider reduction of the speed limit on Helium (Loop 335) and Arden per TXDOT recommendation from:
Speed limit to 35 MPH on Helium from 4000' south of Hillside to Arden from existing speed limit of 55mph.

Funding Summary: TXDOT will install Flashing Beacon at School Crossing and all signage, and the City of Amarillo will maintain the system and signs.

Community Engagement Summary: Parents, students and faculty of West Plains High School and Heritage Hills subdivisions have made numerous requests of the City Transportation Division and the Texas Department of Transportation to lower the speed limit on Helium (Loop 335) at Arden. The City will work with TXDOT to produce media releases to inform the public of the change.

Staff Recommendation: Results of the Helium (Loop 335) and Arden speed study for Flashing Beacon at School Crossing conducted by TXDOT have been reviewed by City Staff. The TXDOT District office and City Transportation Staff recommend reducing the speed limit on Helium (Loop 335) and Arden.

Attachments: 1. Ordinance No. 8109

ORDINANCE NO. 8109

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, CHAPTER 16-3, ARTICLE XXI, SECTION 16-3-1002, CHANGING THE MAXIMUM SPEED LIMIT ON SEGMENTS OF SONCY ROAD AND HOLLYWOOD ROAD (LOOP 335); PROVIDING FOR SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW, PENALTY, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Traffic Engineering recommends changing the maximum speed limit for the road segment(s) specified herein, in conjunction with TXDOT speed studies and its recommendation to change speeds as shown herein; and,

WHEREAS, the City Council now finds that such recommendation balances the need for efficient traffic movement on the streets as well as protecting the public health and safety;

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

SECTION 1. That Chapter 16-3, Article XXI, Section 16-3-1002 (Schedule B) be and hereby is amended in part, to read as follows:

Sec. 16-3-1002. Schedule B, maximum speed limit.

Schedule of Maximum Speed Limits

<i>Location</i>	<i>From</i>	<i>To</i>	<i>MPH</i>
<u>Helium Road</u> <u>(Loop 335)</u>	<u>Hillside Road</u>	<u>4000ft South of Hillside</u>	<u>55</u>
<u>Helium Road</u> <u>(Loop 335)</u>	<u>4000ft South of Hillside</u>	<u>Arden Road</u>	<u>35</u>

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be

unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

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

SECTION 4. Continuation. That nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause of action acquired or existing, under any act or ordinance repealed by this ordinance.

SECTION 5. Penalty. It is an offense to violate any part of this ordinance, punishable upon conviction in accordance with Section 1-1-5 of the Amarillo Municipal Code of Ordinances.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 9th day of January, 2024; and **PASSED** on Second and Final Reading the 23rd day of January, 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 9, 2024

Council Priority: Communication

Department: City Manager's Office

Contact Person: Donny Hooper, Managing Director of Public Works, Stephanie Coggins, City Secretary

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8110

This item is the first reading of an ordinance repealing Article V, Chapter 2-5: Boards and Commissions, of the Amarillo Municipal Code in order to sunset the Traffic Advisory Board and the Pedestrian Bicycle Safety Advisory Board.

Agenda Item Summary:

Requested Action:

Funding Summary:

Community Engagement Summary:

Staff Recommendation:

Attachments: 1. Ordinance No. 8110 ORD Ordinance Sunsetting TAB and PBAB (bsmrevised)

ORDINANCE NO. 8110

AN ORDINANCE OF THE CITY COUNCIL OF AMARILLO, TEXAS REPEALING ARTICLE V, CHAPTER 2-6: BOARDS AND COMMISSIONS, OF THE AMARILLO MUNICIPAL CODE IN ORDER TO SUNSET THE TRAFFIC ADVISORY BOARD AND THE PEDESTRIAN BICYCLE SAFETY ADVISORY BOARD; PROVIDING REPEALER CLAUSE; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Traffic Commission was established under Ordinance No. 1989 and later amended to the Traffic Advisory Board under Ordinance No. 7897; and,

WHEREAS, the Pedestrian and Bicycle Safety Committee was established under Resolution No. 07-12-16-2; and,

WHEREAS, both the Traffic Advisory Committee and Pedestrian and Bicycle Safety Committee have fulfilled the duties and objectives placed before them; and,

WHEREAS, the City of Amarillo finds it in the best interest of the citizens of the City of Amarillo that the Traffic Advisory Commission and Pedestrian and Bicycle Safety Commissions be sunset.

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

SECTION 1. Chapter 2-6, Boards and Commissions, Article V, Sections 2-6-50 through 2-6-52 are hereby repealed and Sections 2-6-50 through 2-6-55 shall be held in Reserve.

SECTION 2. The Pedestrian and Bicycle Safety Committee shall hereby cease to exist as of the effective date of this Ordinance.

SECTION 3. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

SECTION 4. 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 if they can be given effect without the invalid portion.

SECTION 5. This Ordinance shall be effective as of the date of its passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, on First Reading this the 9th day of January, 2024 and PASSED on Second and Final Reading on this the 23rd Day of January, 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 9, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: City Manager's Office

Contact Person: Laura Storrs, Interim Deputy City Manager and CFO

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 01-09-24-3

This item considers a resolution authorizing the City Manager to enter into the Third Amendment to the MPEV Lease Agreement dated September 26, 2017 between the City of Amarillo and Panhandle Baseball Club, Inc.

Agenda Item Summary: This resolution considers changes to the MPEV lease agreement between Pandhandle Baseball Club, Inc. and the City of Amarillo. It specifies that the City issued \$4 million in municipal debt secured by Hotel Occupancy Tax funds for renovations of the MPEV to meet Minor League Baseball Stadium criteria recently established by Major League Baseball, and that the City will pay for \$175,000 of the debt service annually from a portion of the annual MPEV Capital Improvement and Maintenance Reserve funds payment from Panhandle Baseball Club, Inc. It also states that the City will pay for architectural and engineering costs of the MPEV renovations from the MPEV Capital Improvement and Maintenance Reserve funds. The amendment clarifies landscaping responsibilities outside the MPEV and funding and responsibilities related to fireworks.

Requested Action: Approve resolution as presented.

Funding Summary: N/A

Community Engagement Summary: City staff covered details related to this amendment at the 3/28/23 City Council meeting when City Council authorized the issuance of the City of Amarillo, Texas Hotel Occupancy Tax Revenue Bonds, Taxable Series 2023. City staff also reviewed information related to this amendment during the 2023/2023 budget workshops.

Staff Recommendation: Approve resolution as presented.

Attachments:

1. Resolution No. 01-09-24-3
2. MPEV Lease Agreement Third Amendment Final

12/7/2023_____

RESOLUTION NO. 01-09-24-3
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AMARILLO APPROVING THE THIRD AMENDMENT TO
MPEV LEASE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City and Panhandle Baseball Club, Inc. (“Lessee”) executed the MPEV Lease Agreement dated September 26, 2017, in which Lessee and City agreed to certain terms and conditions regarding Lessee’s occupation and operation of the MPEV; and

WHEREAS, pursuant to Section 16 (j) of the Agreement the City and Lessee desire to amend the said Agreement at this time.

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

SECTION 1. The City Council hereby approves the Third Amendment to the MPEV Lease as attached hereto.

SECTION 2. That the Interim City Manager or his designee is hereby authorized to execute the Third Amendment to the Agreement.

SECTION 3. City Council hereby ratifies and confirms all terms of the Agreement as previously amended.

SECTION 4. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this
9th day of January, 2023.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

**MPEV LEASE AGREEMENT
THIRD AMENDMENT**

This Third Amendment to (hereinafter “Amendment”) to the MPEV Lease Agreement dated September 26, 2017 (“Agreement”) is entered into this _____ day of _____, 2023, by the CITY OF AMARILLO, TEXAS (referred to herein as “City” and “MPEV Owner”), and Panhandle Baseball Club, Inc. (referred to herein as “Lessee”).

WITNESSETH:

WHEREAS, City and Lessee executed the Agreement in which Lessee and City agreed to certain terms and conditions regarding Lessee’s occupation and operation of the MPEV; and

WHEREAS, pursuant to Section 16 (j) the City and Lessee desire to amend the said Agreement at this time;

NOW THEREFORE; the City and Lessee agree to amend the said Agreement as follows:

1. In compliance with Section 10 – Maintenance and Capital Expenditures; MPEV Capital Improvement and Maintenance Reserve” is amended by the addition of the following Subsection 10(l) to explain the parties’ conformance with Section 10:

(l) Funding of MPEV Required Renovations and Capital Improvements.

(1) In fiscal year 2023, the MPEV Owner shall issue Four Million Dollars (\$4,000,000.00) in municipal debt secured by Hotel Occupancy Tax funds for renovations of the MPEV to meet Minor League Baseball Stadium criteria recently established by Major League Baseball.

(2) The MPEV Owner shall pay for debt service for the 2023 municipal debt issuance, including One-Hundred Seventy-Five Thousand Dollars (\$175,000.00) from a portion of the annual MPEV Capital Improvement and Maintenance Reserve funds payment from the Lessee for the life of the 2023 debt.

(3) The MPEV Owner shall pay for architectural and engineering costs of the MPEV renovations from the MPEV Capital Improvement and Maintenance Reserve funds.

2. Subsection 10 (e) is amended to read as follows:

(e) Landscaping. MPEV Owner shall be responsible to install and maintain landscaping outside the MPEV in accordance with current City of Amarillo landscaping and streetscaping standards, which MPEV Owner shall maintain in good condition to ensure that the plantings remain healthy and attractive. The Lessee may provide additional landscaping, including maintenance, at Lessee’s expense.

3. Subsection 7 (a) is amended to reads as follows:

(a) Public Safety. MPEV Owner agrees to provide support at all events at the MPEV with the physical presence of fire equipment and other personnel and equipment as may be necessary for ensuring (i) the safety of fireworks presentations that occur on Fridays, (ii) the general safety and security of Event attendees and of pedestrian traffic travelling between or to and from the MPEV Parking Areas and/or the MPEV, and (iii) the provision of offsite traffic control and the safe ingress and egress of vehicles and pedestrian traffic which may be entering and exiting the MPEV Parking

Areas (collectively, "Public Safety"). MPEV Owner acknowledges the importance to Lessee of being able to exhibit fireworks at Friday Events and/or Baseball Games at the MPEV. Lessee is responsible for obtaining all necessary permits and licenses for the exhibition of fireworks displays at any Events. Lessee is also responsible for providing security staff within the MPEV as Lessee determines to be necessary in conjunction with any Events. As part of the security staff for each Event, Lessee shall include at least two (2) Certified Law Enforcement Officers.

4. All other terms and conditions of the original said Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto execute this Third Amendment on the day and year first written, and as set forth below.

MPEV OWNER:

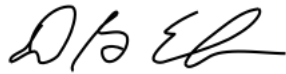
CITY OF AMARILLO, TEXAS

By: _____
ANDREW FREEMAN,

Interim City Manager

LESSEE:

PANHANDLE BASEBALL CLUB, INC.

By:  _____
D.G. ELMORE, JR.

President

Date: _____

Date: 11/13/23



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Public Safety
Department: City Manager's Office
Contact Person: Laura Storrs, Interim Deputy City Manager and CFO

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 01-09-24-4

This item considers a resolution to enter into a revised agreement with Randall County for jail services.

Agenda Item Summary: The proposed Randall County jail agreement changes the daily rate per prisoner from \$75.00 to \$100.00 and adds in a one-time booking fee of \$200.00 for each City prisoner.

Requested Action: Approval of the agreement as presented.

Funding Summary: This agreement is funded through the Police Civilian Personnel budget.

Community Engagement Summary: This contract was discussed with Council during the budget workshops.

Staff Recommendation: Staff recommendation is to approve the agreement.

Attachments:

1. Resolution No. 01-09-24-4
2. Amarillo Jail Interlocal Agreement

RESOLUTION NO. 01-09-24-6

A RESOLUTION APPROVING AGREEMENT WITH RANDALL COUNTY FOR JAIL SERVICES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE, AND EFFECTIVE DATE.

WHEREAS, the City of Amarillo currently contracts with Randall County for Jail Services related to the processing and housing of City Prisoners pursuant to an Interlocal Agreement (“Agreement”); and,

WHEREAS, Randall County issued a notice of cancellation of the Agreement on November 7, 2023 with said Agreement to terminate 180 days from the date of the notice; and,

WHEREAS, both parties have attempted to negotiate a new agreement to meet the City’s current jail service needs; and,

WHEREAS data compiled by the City shows that the daily intake and processing of City Prisoners has continued to decrease over the last five years; and,

WHEREAS, Amarillo City Council hereby approves an Interlocal Agreement in the form attached herein that reflects the City’s current need for jail services with Randall County.

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

SECTION 1. That City Council hereby approves the Interlocal Agreement in the form attached herein as “Exhibit A”.

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. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part.

SECTION 4. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas,

this 9th day of January, 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS,
RANDALL COUNTY, TEXAS, and
RANDALL COUNTY SHERIFF'S OFFICE
(Jail Services for City Prisoners)**

This Agreement is made between the City of Amarillo, Texas (hereafter, "AMARILLO") and RANDALL COUNTY AND THE RANDALL COUNTY SHERIFF (hereafter, jointly and severally "RANDALL"). Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

1. Entity. Each party is a local government entity within the State of Texas.

2. Public Benefit & Purpose. The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and, that the division of cost fairly compensates the performing party for the services performed under this Agreement; and, the performance of this Agreement is in the common interest of both parties.

3. Effective Date & Term. This Agreement shall become effective on the first day after it has received approval of all governing bodies. This Agreement shall remain in full force and effect for a term of one (1) year from the effective date hereof. This Agreement shall automatically be renewed for additional one-year terms unless and until a Party cancels it by giving one-hundred and eighty (180) days written notice to the other Party.

4. Current Revenues. Both the party performing a service and the party paying for the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the party.

5. Mutual Obligations. RANDALL now promises to perform and provide ~~to~~ AMARILLO certain Jail Services in accordance with Exhibit A, in lieu of AMARILLO operating a municipal jail. AMARILLO hereby accepts the duties, terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A and, promises to perform its obligations stated therein.

6. Exhibit incorporated & Authorized Adjustments. The provisions of Exhibit A are incorporated herein by this reference as though stated here verbatim. Further, the governing body of each Party hereby authorizes its point-of-contact to mutually agree (without the need of further approval by either governing body) to make minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or constitute a material change in the fees, costs, or performance required of any Party hereto.

7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This agreement does not create any right, benefit, expectation, warranty, promise, or cause of action for any other person or entity who is not a party to this Agreement. By executing this Agreement, no Party waives, or

shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party shall be solely responsible for any attorney fees, costs, loss, damages, injury, or death to others or their property arising out of or related to the acts or omissions only of the Party's employees or agents and not those of any other Party.

8. Venue. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in the county in which the defendant Party is located and, if located in more than one county, in the county in which the principal offices of the defendant Party are located.

9. Severance & Survival. In the event 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 request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 7 through 9, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

10. Amendments. This Agreement with attached exhibit contains all the commitments and the agreements of the Parties, and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its respective official signing below, being duly and lawfully authorized on or before the day and year written below to legally bind the Party to this agreement.

RANDALL COUNTY, TEXAS

CITY OF AMARILLO, TEXAS

By: _____

By: _____

~~Ernest Houdashell~~ Christy Dyer, County
Judge

~~Andrew Freeman~~ ~~Jared Miller~~, Interim City
Manager

Date: _____

Date: _____

RANDALL COUNTY SHERIFF'S OFFICE

By: _____

~~Joel Richardson~~ Chris Forbis, Sheriff

Date: _____

EXHIBIT A — JAIL SERVICES

The purpose of this Exhibit A and the Interlocal Agreement to which it is attached is to state the terms, conditions, and consideration by which the City of Amarillo will cease operation of its municipal jail and by which Randall County and the Randall County Sheriff's Office will provide care and custody of persons incarcerated based upon city charges, as more fully described herein. To the extent of any conflict between the Interlocal Agreement and this Exhibit A, this exhibit controls.

1. Definitions: As used in this agreement the following terms shall have the meaning shown here. The singular includes the plural and vice versa:

Day: a 24 hour period that begins at 12:01 a.m.

Jail: the Randall County Jail at 9100 S. Georgia, Amarillo, Texas.

Jail Services: includes all the personnel, procedures, facilities, supplies, and actions reasonable and necessary to provide or perform at the Jail: intake (booking); identification & record keeping; searches & screenings; classification; presentment for arraignment via City's closed circuit judicial television system; release (by bonds, dismissal, or otherwise); safety & hygiene; security; personal property safekeeping; clothing; laundry; bed; board; discipline; victim notification upon release of domestic violence offender; reasonable medical care; and transportation to and from court and nonemergency medical care, all in accordance with requirements of Texas Commission on Jail Standards, Texas Family Code, and all other applicable law.

City Prisoner or Prisoner means a person incarcerated upon the authority of either a City of Amarillo police officer or municipal judge, for a class 'C' misdemeanor offense occurring within the municipal limits of the City of Amarillo, Texas, without regard to whether such incarceration is based upon an arrest for on-view offense; warrant; capias; citation; summons; or, the failure, refusal, or inability of Prisoner to post bond or pay an amount adjudged due to the Amarillo municipal court.

2. Terms and Conditions: Randall agrees to provide Jail Services for City Prisoners subject to these terms and conditions:

A. Transportation: All transportation of City Prisoners who are court ordered or qualify for trusty status to and from work details shall be provided by City. Any City employee, other than a licensed peace officer, to whom a City Prisoner is released for work detail shall be required to execute a "Request For Release and Acceptance of Custody" form as provided by Randall before Randall will release the City Prisoner. Subject to personnel availability Randall will provide transportation for City Prisoners to and from the Jail for court and nonemergency medical care. City shall pay mileage for such transportation at the privately owned vehicle reimbursement rate, no government vehicle available, established by the U.S. General Services Administration on the date of transportation. In addition, City shall compensate Randall Twenty Dollars (\$3720.0047) per hour for each deputy utilized in transporting City Prisoners. Upon release from Jail, a City Prisoner is responsible for his/her own transportation needs.

B. Medical Care: City is responsible for the cost of reasonable medical care (ambulance, clinic, hospitalization, tests, medications, supplies and equipment) required for a City Prisoner. Such responsibility may be discharged by City directly paying a care provider, or by reimbursing Randall, or by arranging for care pursuant to the Indigent Health Care Agreement or successor program of the Amarillo Hospital District. In the event a City Prisoner requires emergency hospitalization or medical care outside of the Jail, Randall will obtain an ambulance and immediately notify the on-duty Watch Commander at the Amarillo Police Department. City shall provide any guard(s) required for a City Prisoner who leaves the Jail for medical care. In the event an emergency medical condition requires that a City Prisoner be transported from the jail before the City can reasonably provide guard(s), Randall shall be relieved of all responsibility for the City Prisoner upon delivery of the City Prisoner to the appropriate medical facility and notification of the fact to the Amarillo Police Department Watch Commander. Medication for City Prisoners shall be provided by the care provider and reimbursed by

City or by arranging for medication to be provided pursuant to the Indigent Health Care Agreement or successor program of the Amarillo Hospital District.

C. Prisoner & Records Management: In accordance with applicable state and federal law and Jail policies, Randall: (1) may discipline City Prisoners as with any other prisoner; (2) will provide for City Prisoners to have trusty or similar status, and receive extra time-served credit; (3) will not release any City Prisoner without authorization from the City unless the City mandated time has been served, in which case release will be made pursuant to such mandate ; (4) shall immediately inform the on-duty Watch Commander at the Amarillo Police Department when any City Prisoner receives life threatening injury or dies; (5) shall be responsible for compliance with in-custody death reporting; (6) will maintain accurate and complete records detailing each Prisoner's incarceration, medical services, and Jail Services. Further, City shall have physical access to its Prisoners and their records at all times and Randall shall follow the Texas Code of Criminal Procedure regarding jail credit for Class "C" misdemeanors. The City shall advise Randall of the date and time of discharge for city inmates remanded to the jail to discharge fines through incarceration.

D. Alternate Site: Randall recognizes that City is relying upon it for all of City's municipal jail needs and capacity. Accordingly, Randall will house up to 30 City Prisoners per Day and will house more if the jail is not at capacity or partially or wholly inoperable. Within these limits, Randall will not refuse any City Prisoner unless, in the reasonable judgment of Randall's on-duty booking officer or supervisor, the City Prisoner requires medical attention. Upon receiving proof of a medical examination clearing the City Prisoner for admission to the Jail, Randall shall book the City Prisoner in. If the Jail has reached capacity or is partially or wholly inoperable, then Randall shall take necessary steps to provide appropriate incarceration at an alternate temporary facility for a maximum of 30 City Prisoners per Day. Incarceration of City Prisoners at alternate temporary facilities shall have no effect on the daily fee paid by City to Randall under this Agreement.

3. Consideration & Payment: For and in consideration of Randall providing Jail Services to City Prisoners as described herein, City agrees to timely pay Randall as follows: ~~\$975~~**100.00** per day per City Prisoner incarcerated in Jail. The fee shall apply to each Day or subsequent Day thereafter, regardless of whether the Prisoner is released on the day of booking or on a subsequent Day. with a guaranteed minimum of fourteenfiftysixty-seightven (145867) City Prisoners per Day. After the guaranteed daily minimum of City Prisoners is exceeded the City will be billed only on actual City Prisoner usage. The daily rate shall be fixed from the effective date through subsequent renewals until July 1, 202~~5~~**25**. If a rate adjustment is desired by either party for periods following that date, the party seeking the adjustment shall submit a written request to the other party not less than two hundred twenty-five (225) days prior to the expiration of the current renewal term of the Agreement. The parties shall then negotiate a rate adjustment. The adjusted rate, if any, shall then be effective for a period of three (3) years following July 1st of the year the adjustment becomes effective. Provided that, if a City Prisoner is booked-into Jail and is subject to a 'hold' by another agency, then City's obligation for the daily fee ends on the Day the prisoner becomes eligible for release on the City charge(s).

- ~~released on the same Day, shall be subject to the full fee for that Day.~~
- ~~not released until a subsequent Day, there will be no charge for the Day of booking, but the fee shall apply to each subsequent Day or part thereof.~~
- ~~subject to a 'hold' by another agency, then City's obligation for the daily fee ends on the Day the prisoner becomes eligible for release on the City charge(s).~~

If a prisoner is incarcerated in Jail on a higher offense and City subsequently places a hold for municipal charges, then City's obligation for the daily fee on that prisoner does not start until the Day the prisoner first becomes eligible for release on the higher offense. If the City's charges are disposed of while such prisoner is incarcerated on the higher charge, then the City owes no daily fee.

In addition to the foregoing, the City will also remit a one-time, booking fee of \$200.00 for each City Prisoner upon being booked at the Jail. and five hundred thousand 5, Beginning July 1, 2025, this

~~amount shall be adjusted annually based on the change in the Headline Inflation Rate reported through the Consumer Price Index released by the Bureau of Labor Statistics.~~

City will pay Randall within thirty days after receipt of an itemized invoice showing at a minimum: each Prisoner's name & date of birth, date & times booked-in & released, and the nature and cost of any transportation.

For payment of closed circuit arraignment of City Prisoners the City shall provide at no cost to Randall, all equipment, software and data or telecommunication links necessary to interact with Randall's closed circuit judicial television system.

4. Allocation of Risk as between the Parties: Whereas Randall has no command or control over the City's employees or agents or the events involving a City Prisoner until such prisoner is booked into the Jail, City solely assumes and retains all liability risk and legal responsibility that arises out of or relates to torts, civil rights, and other causes of action, damages, attorney fees and costs arising out of acts or omissions regarding the arrest, handling, and transportation of a City Prisoner from time of initial contact until the Prisoner is booked into Jail.

Whereas City has no command or control over Jail conditions or Randall's employees or agents involving a City Prisoner once booked into Jail, Randall solely assumes and retains all liability risk and legal responsibility that arises out of or relates to torts, civil rights, other causes of action, damages, attorney fees and costs arising out of acts or omissions regarding conditions in the Jail or Jail Services, until such time as the Prisoner is released.

Provided however, City re-assumes its allocated liability described under this section at all times when the City Prisoner is temporarily taken out of the Jail and is in the care and custody of City employees or agents. Randall re-assumes its allocated liability under this section upon return of the Prisoner to the care and custody of Randall.

Provided further, if Randall has insurance to cover claims, damages, causes of action, attorney fees, costs or interest asserted by a Prisoner or his/her heirs, beneficiaries, assigns, or successors, based upon conditions in the Jail or Jail Services, then City shall be listed as an additional insured on such policy(ies).

5. Independent Contractor Status: As to Jail conditions, operations and Jail Services, Randall is an independent contract vendor and not an employee or agent of City. Randall retains sole determination as to the best manner, means, and methods for procuring and delivering the services contemplated in this Agreement. As an independent contractor, Randall has no authority or right to represent or commit to any matter on behalf of City, unless such authority is expressly stated or of necessity can be reasonably implied from the terms of this Agreement.

6. Contacts: Each party hereby designates the following person as its Point of Contact for administering this agreement:

City of Amarillo
Chief of Police
P.O. Box 1971
Amarillo, TX 79105

Randall County
County Judge
501 16th St., Suite 303
Canyon, TX 79015

Randall County S.O.
Sheriff
9100 Georgia
Amarillo TX 79109

copy to:
Asst. Chief of Police
P.O. Box 1971
Amarillo TX, 79105

copy to:
County Auditor
501 16th St., Suite 301
Canyon, TX 79015

copy to:
Chief Deputy
9100 Georgia
Amarillo TX 79109

~~7. Assurance: Randall represents and assures the City that no other governmental entity has or will receive more favorable treatment or fees under a contract with Randall for Jail Services. If lower rates~~

~~are provided in any agreement with another governmental entity, such lower rates shall be extended to the City under this Agreement.~~

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Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Public Safety
Department: Transit
Contact Person: Chris Quigley, Transit Manager

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 01-09-24-5

This item considers a resolution for transit services outside the city limits to service Randall County Jail.

Agenda Item Summary: Approval of Resolution No. 01-09-24-5 will allow the City of Amarillo, Transit Department, to provide transportation service outside the city limits to and from Randall County Jail on a will-call basis. This service will be provided Monday through Saturday on route 41 between the hours of 6:30 a.m. and 6:15 p.m.

Requested Action: Consider approval of Resolution N. 01-09-24-5.

Funding Summary: Service will be provided during the normal operating hours of route 41 Monday through Saturday, therefore; no additional funding will be required.

Community Engagement Summary: There was no community outreach for this resolution.

Staff Recommendation: Approval of Resolution No. 01-09-24-07.

Attachments: 1. Resolution No. 01-09-24-5

RESOLUTION NO. 01-09-24-5

A RESOLUTION APPROVING TRANSIT SERVICES OUTSIDE THE CITY LIMITS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE, AND EFFECTIVE DATE.

—
WHEREAS, per Chapter 16-1, Section 16-1-003, the City Council may authorize service to other areas outside of the city limits, within Potter and Randall counties and,

WHEREAS, the Amarillo City Council wishes to add transit services outside of the city limits to and from the Randall County Jail on a will-call basis on route 41 between the hours of 6:30 a.m. and 6:15 p.m.;

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

SECTION 1. That City Council hereby approves transit services outside of the city limits to and from the Randall County Jail on a will-call basis on route 41 between the hours of 6:30 a.m. and 6:15 p.m.

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. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part.

SECTION 4. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 9th day of January, 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 9, 2024

Council Priority: Fiscal Responsibility
Public Safety

Department: City Manager's Office

Contact Person: Laura Storrs, Interim Deputy City Manager and CFO

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 01-09-24-6

This item considers a resolution requesting the dissolution of the Amarillo First Responders' Excellence and Innovation Fund.

Agenda Item Summary: This item considers a resolution that would dissolve the Amarillo First Responders Excellence and Innovation Fund (FREIF). The Amarillo FREIF was established by City Council in 2017 to support excellence and innovation of the Amarillo Fire Department (AFD), Amarillo Police Department (APD), and other Amarillo emergency personnel.

Requested Action: Consideration of the presented resolution.

Funding Summary: The Amarillo FREIF has dispersed all the funds held in a trust by the Amarillo Area Foundation (AAF). The Amarillo FREIF Board of Directors met on October 6, 2023 and voted to have the remaining funds of approximately \$37 thousand, at the time, to be dispersed to

Community Engagement Summary: N/A

Staff Recommendation: Adoption of the resolution as presented.

Attachments: 1. Resolution No. 01-09-24-6

RESOLUTION NO. 01-09-24-6_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS REQUESTING THE DISSOLUTION OF THE AMARILLO FIRST RESPONDERS' EXCELLENCE AND INNOVATION FUND; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Amarillo City Council approved an Agreement with Amarillo Area Foundation, Inc. ("Foundation") establishing the Amarillo First Responders' Excellence and Innovation Fund ("Fund") on or about December 12, 2017; and

WHEREAS, the Amarillo City Council now requests that the Fund be dissolved and the corpus be distributed by the Foundation in accordance with its policies to a deserving first responder project.

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

SECTION 1. That the Amarillo City Council hereby requests that the Fund be dissolved and the corpus be distributed by the Foundation in accordance with its policies to a first responder project.

SECTION 2. All resolutions or parts thereof that conflict with this resolution are hereby repealed, to the extent of such conflict.

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

SECTION 4. This resolution shall become and be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas on this 15th day of August 2023.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Business Friendly Community
Department: City Manager's Office
Contact Person: Andrew Freeman, Interim City Manager

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 01-09-24-7

This item considers a resolution amending the Bylaws for Amarillo Economic Development Corporation.

Agenda Item Summary: The proposed changes to the Amarillo Economic Development Corporation (AEDC) Bylaws are in relation to the discussion held by City Council during the November 14, 2023 discussion item on this topic. City Council gave direction to staff to bring back an item amending the bylaws to add an ex-officio non-voting board member for the City Manager or designee. The purpose of the change is to further improve communication and collaboration between AEDC and the City of Amarillo in relation to projects and proposals that may ultimately be brought before City Council in the form of budget or project related requests.

Requested Action: Consider approval of the resolution.

Funding Summary: N/A

Community Engagement Summary: City Council work session held on November 14, 2023.

Staff Recommendation: Approval as presented.

Attachments: 1. Resolution No. 01-09-24-7

RESOLUTION NO. 01-09-24-7

A RESOLUTION APPROVING AMENDMENTS TO THE BYLAWS OF THE AMARILLO ECONOMIC DEVELOPMENT CORPORATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE, AND EFFECTIVE DATE.

—

WHEREAS, by prior resolution the Amarillo City Council (Commission) authorized creation of the Amarillo Economic Development Corporation (hereafter, “Corporation”); and,

WHEREAS, Article Eleven of the Articles of Incorporation further authorizes the Amarillo City Council to alter the Corporation’s structure, organization, programs or activities; and,

WHEREAS, Article Ten (b) of the Articles of Incorporation requires that a Bylaw amendment must be approved by resolution of the Amarillo City Council; and,

WHEREAS, the Amarillo City Council wishes to amend the bylaws to add the City Manager or designee as an ex-officio board member.

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

SECTION 1. That Article II, Board of Directors, Section 1 of the Bylaws is amended to add the City Manager or his or her designee as an ex-officio member.

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. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part.

SECTION 4. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 9th day of January 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Infrastructure
Department: City Manager's Office
Contact Person: Andrew Freeman, Interim City Manager

Agenda Caption: CONSIDER APPROVAL – AGREEMENT WITH AMARILLO ECONOMIC DEVELOPMENT CORPORATION TO PARTICIPATE IN NORTHEAST INTERCEPTOR PROJECT

This item considers approval of a cost-sharing agreement between the City of Amarillo and the Amarillo Economic Development Corporation for AEDC's participation in the Northeast Interceptor Project.

Agenda Item Summary: The City of Amarillo is seeking help with the cost overage of the Northeast Interceptor Project. This project allows for economic growth by adding waste water capacity to the properties owned by AEDC.

Highlights of the project include:

- \$10 MM in estimated infrastructure improvements
- AEDC would pay 50% of debt service that was approved by Council on December 12, 2023
- Term would not be longer than 30 years

AEDC is asking the City Council to approve the cost-sharing agreement. The AEDC Board approved the agreement on December 18, 2023, on a 5-0 vote.

Requested Action: Consider the item as presented

Funding Summary: AEDC's project budget

Community Engagement Summary: N/A

Staff Recommendation: AEDC staff is recommending approval of the Agreement. AEDC Board Approved with 5-0 vote on December 18, 2023.

Attachments: None



Agenda Transmittal Memo

Date: January 9, 2024

Council Priority: Public Safety
Technology and Innovation

Department: Police Department

Contact Person: Martin Birkenfeld, Chief of Police

Agenda Caption: CONSIDER AWARD - CAMERA, RECORDS, AND DIGITAL EVIDENCE MANAGEMENT SYSTEM

Award to: AXON ENTERPRISE, INC.- \$14,384,860.57

This item considers the award of a nine-year contract for services to include body cameras, car cameras, interview room recording, digital evidence management, and police records management systems for the police department.

Agenda Item Summary: This item considers the award of a nine-year contract for services to include body cameras, car cameras, interview room recording, digital evidence management, and police records management systems for the police department. AXON will provide these products and services along with the technical support needed. This award replaces old technology with advanced innovative solutions that meet current technology standards. The department expects to see improved efficiency in operations and increased safety for police officers with this project.

Requested Action: Approval of the contract and award to AXON.

Funding Summary: This project will be paid for from general funds, paid out over nine years.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of the award for the nine-year contract for a camera, records, and digital evidence management system to AXON ENTERPRISE, INC.- amount of \$14,384,860.57

Attachments: 1. TB24-7796

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 7796
AXON MAINTENANCE
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Line Number			Quantity
1	208 11	Application Software, Microcomputer 73352 BWC HARDWAREFINANCINGTRUE UP PAYMENT	216.00

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	23.3000	5,032.80

Line Number			Quantity
2	208 11	Application Software, Microcomputer 80462 FLEET3 ADVANCEDBUNDLE WITH TAPTRUE UP	276.00

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	108.0000	29,808.00

Line Number			Quantity
3	208 11	Application Software, Microcomputer Unlim10 Pr10YR Unlimited10 Premium Bundle, 10YR	1944.00

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	246.2200	478,651.68

Line Number			Quantity
4	208 11	Application Software, Microcomputer Fleet3A10Yr Fleet 3 Advanced 10 Year	2484.00

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	204.8900	508,946.76

Line Number			Quantity
5	655 40	Cameras, Video, Portable, Body and Dash Cams H00002 AB4 Multi Bay Dock Bundle	216.00

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	15.1750	3,277.80

Line Number			Quantity
6	655 40	Cameras, Video, Portable, Body and Dash Cams H00003 AB4 1-Bay Dock Bundle	216.00

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	2.1204	458.01

Line Number			Quantity
7	655 40	Cameras, Video, Portable,	1944.00

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Body and Dash Cams
 H00001 AB4 Camera Bundle

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	7.8611	15,281.98

Line Number	Quantity
8	2484.00
655 40 Cameras, Video, Portable, Body and Dash Cams R1900Kit CRADLEPOINT R1900 SINGLE MODEM KIT	

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	31.1400	77,351.76

Line Number	Quantity
9	1.00
208 11 Application Software, Microcomputer 101027 TRANSFER CREDIT - GOODS CEW	

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	644,184.4700	644,184.47

Line Number	Quantity
10	14040.00
208 11 Application Software, Microcomputer Fleet3A10Yr Fleet 3 Advanced 10 Year	

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	194.8400	2,735,553.60

Line Number	Quantity
11	13000.00
208 11 Application Software, Microcomputer OSP10 Prem Officer Safety Plan 10 Premium	

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	291.9100	3,794,830.00

Line Number	Quantity
12	14000.00
208 11 Application Software, Microcomputer Unlim10 Prem Unlimited10 Premium Bundle	

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	226.5600	3,171,840.00

Line Number	Quantity
13	4.00
055 68 Monitors, Computerized (Brakes , Lights, RPM, Temperature, et 50265 INTERVIEW - IO RED LED	

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Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	33.3300	133.32

Line Number	Quantity
14 055 68 Monitors, Computerized (Brakes , Lights, RPM, Temperature,et 74059 INTERVIEW- ENCLOSURE- MOTION SENSOR	2.00

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	244.0100	488.02

Line Number	Quantity
15 055 68 Monitors, Computerized (Brakes , Lights, RPM, Temperature,et 74056 INTERVIEW- TOUCH PANEL WALL MOUNT	9.00

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	64.0000	576.00

Line Number	Quantity
16 055 68 Monitors, Computerized (Brakes , Lights, RPM, Temperature,et 74116 INTERVIEW- ENCLOSURE- FLUSH MOUNT	7.00

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	132.0000	924.00

Line Number	Quantity
17 055 68 Monitors, Computerized (Brakes , Lights, RPM, Temperature,et 50258 INTERVIEW- IO MODULE CABINET	4.00

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	346.6700	1,386.68

Line Number	Quantity
18 055 68 Monitors, Computerized (Brakes , Lights, RPM, Temperature,et 50221 INTERVIEW- SWITCH - 24 PORT POE	1.00

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	1,409.0200	1,409.02

Line Number	Quantity
19 055 68 Monitors, Computerized (Brakes , Lights, RPM, Temperature,et 74055 INTERVIEW- ENCLOSURE- FIRE STROBE	7.00

Vendor Number	Name	Unit Cost	Extended Price
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253365 AXON ENTERPRISE 235.6700 1,649.69

Line Number		Quantity	
20	055 68 Monitors, Computerized (Brakes , Lights, RPM, Temperature, et 50220 INTERVIEW - SWITCH - 8 PORT POE	2.00	
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	915.2900	1,830.58

Line Number		Quantity	
21	055 68 Monitors, Computerized (Brakes , Lights, RPM, Temperature, et 50118 INTERVIEW - MIC - WIRED (STANDARD MIC)	2.00	
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	233.3500	466.70

Line Number		Quantity	
22	055 68 Monitors, Computerized (Brakes , Lights, RPM, Temperature, et 50298 INTERVIEW - CAMERA - OVERT DOME	2.00	
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	964.0000	1,928.00

Line Number		Quantity	
23	055 68 Monitors, Computerized (Brakes , Lights, RPM, Temperature, et 50267 INTERVIEW - IO MODULE	4.00	
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	564.0000	2,256.00

Line Number		Quantity	
24	055 68 Monitors, Computerized (Brakes , Lights, RPM, Temperature, et 50294 INTERVIEW - SERVER - LITE	2.00	
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	3,625.7900	7,251.58

Line Number		Quantity	
25	055 68 Monitors, Computerized (Brakes , Lights, RPM, Temperature, et 50118 INTERVIEW - MIC - WIRED (STANDARD MIC)	16.00	
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	233.3500	3,733.60

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Line Number			Quantity
26	655 40	Cameras, Video, Portable, Body and Dash Cams 50114 INTERVIEW- CAMERA - COVERT SENSOR	16.00
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	390.0000	6,240.00

Line Number			Quantity
27	655 40	Cameras, Video, Portable, Body and Dash Cams 50218 INTERVIEW- CAMERA - COVERT MAIN UNIT	16.00
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	675.1700	10,802.72

Line Number			Quantity
28	055 68	Monitors, Computerized (Brakes , Lights, RPM, Temperature,et 50295 INTERVIEW- SERVER - PRO	2.00
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	6,690.7700	13,381.54

Line Number			Quantity
29	055 68	Monitors, Computerized (Brakes , Lights, RPM, Temperature,et 50322 INTERVIEW- TOUCH PANELPRO	9.00
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	2,987.4800	26,887.32

Line Number			Quantity
30	055 68	Monitors, Computerized (Brakes , Lights, RPM, Temperature,et 71203 FLEET ANT,AIRGAIN, 7-IN-1, 4LTE/5G,2WIFI, 1GNSS, BL	130.00
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	349.0000	45,370.00

Line Number			Quantity
31	055 68	Monitors, Computerized (Brakes , Lights, RPM, Temperature,et 100146 CRADLEPOINT R1900-5GB-GA + 5YRNETCLOUD	130.00
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	2,999.0000	389,870.00

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Line Number			Quantity
32	055 68	Monitors, Computerized (Brakes , Lights, RPM, Temperature,et H00002 AB4 Multi Bay Dock Bundle	3456.00
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	15.1750	52,444.80

Line Number			Quantity
33	655 40	Cameras, Video, Portable, Body and Dash Cams H00001 AB4 Camera Bundle	27000.00
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	7.8611	212,249.70

Line Number			Quantity
34	208 11	Application Software, Microcomputer 50039 INTERVIEW- SOFTWARE- CLIENT MAINTENANCE (PER TOUCH PANEL-P	972.00
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	1.4805	1,439.05

Line Number			Quantity
35	208 11	Application Software, Microcomputer 50041 INTERVIEW- SOFTWARE- STREAMING SERVER LICENSE (PER SERVER)	6.00
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	1,750.0000	10,500.00

Line Number			Quantity
36	208 11	Application Software, Microcomputer 50037 INTERVIEW- SOFTWARE- CLIENT (PER TOUCH PANEL-PC)	9.00
Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	1,500.0000	13,500.00

Line Number			Quantity
37	208 11	Application Software, Microcomputer 50043 INTERVIEW- SOFTWARE- STREAMING SERVER MAINTENANCE(PER SER	648.00
Vendor Number	Name	Unit Cost	Extended Price

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253365 AXON ENTERPRISE 34.5800 22,407.84

Line Number Quantity
 38 208 11 Application Software, 5400.00
 Microcomputer
 73840 EVIDENCE.COMBASIC ACCESS LICENSE

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	5.0000	27,000.00

Line Number Quantity
 39 208 11 Application Software, 5400.00
 Microcomputer
 73891 RECORDS LICENSE, NON-SWORN

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	15.0000	81,000.00

Line Number Quantity
 40 208 11 Application Software, 1944.00
 Microcomputer
 50045 UNLIMITED INTERVIEW ROOM CLOUD STORAGE

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	117.2400	227,914.56

Line Number Quantity
 41 208 11 Application Software, 10800.00
 Microcomputer
 ProLicense Pro License Bundle

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	45.8500	495,180.00

Line Number Quantity
 42 208 11 Application Software, 1080.00
 Microcomputer
 BasicLicense Basic License Bundle

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	17.6300	19,040.40

Line Number Quantity
 43 208 66 Professional: Computer Trainin 1.00
 g, Hospital/Pharmacy, Legal, e
 20379 VR 1-DAY SERVICE

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	.0001	

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Line Number				Quantity
44	208 66	Professional: Computer Trainin		1.00
		g, Hospital/Pharmacy,Legal, e		
		100159 FLEET3 - ALPR - API INTEGRATIONSERVICES		
	Vendor Number	Name	Unit Cost	Extended Price
	253365	AXON ENTERPRISE	3,000.0000	3,000.00

Line Number				Quantity
45	208 66	Professional: Computer Trainin		4.00
		g, Hospital/Pharmacy,Legal, e		
		50430 INTERVIEW- SERVICE - IO MODULE - CABINET - 1		
		LED INSTALLATI		
	Vendor Number	Name	Unit Cost	Extended Price
	253365	AXON ENTERPRISE	1,000.0000	4,000.00

Line Number				Quantity
46	208 66	Professional: Computer Trainin		1.00
		g, Hospital/Pharmacy,Legal, e		
		85055 AXON FULLSERVICE		
	Vendor Number	Name	Unit Cost	Extended Price
	253365	AXON ENTERPRISE	26,775.0000	26,775.00

Line Number				Quantity
47	208 66	Professional: Computer Trainin		1.00
		g, Hospital/Pharmacy,Legal, e		
		73896 STANDARDSIMPLEMENTATIONSERVICE		
	Vendor Number	Name	Unit Cost	Extended Price
	253365	AXON ENTERPRISE	30,000.0000	30,000.00

Line Number				Quantity
48	208 66	Professional: Computer Trainin		1.00
		g, Hospital/Pharmacy,Legal, e		
		100560 DATACONVERSION / MIGRATION		
	Vendor Number	Name	Unit Cost	Extended Price
	253365	AXON ENTERPRISE	35,000.0000	35,000.00

Line Number				Quantity
49	208 66	Professional: Computer Trainin		9.00
		g, Hospital/Pharmacy,Legal, e		
		85170 INTERVIEW- SERVICE - STANDARDINSTALLAND		
		SETUP(PER ROOM)		
	Vendor Number	Name	Unit Cost	Extended Price
	253365	AXON ENTERPRISE	5,950.0000	53,550.00

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Line Number		Quantity
50	208 66 Professional: Computer Trainin g, Hospital/Pharmacy, Legal, e 85157 PROFESSIONAL SERVICES MILESTONE PAYMENT: RECORDS	1.00

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	1,065,800.0000	1,065,800.00

Line Number		Quantity
51	204 96 92 warranty,extended, computer equipment 50448 EXT WARRANTY ,INTERVIEWROOM	873.00

Vendor Number	Name	Unit Cost	Extended Price
253365	AXON ENTERPRISE	26.8000	23,396.40
TOTALAMOUNT BID \$14,385,999.40			



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Business Friendly Community
Department: Planning and Development Services
Contact Person: Drew Brassfield, Assistant Director of Planning

Agenda Caption: DISCUSS AND CONSIDER APPOINTING A CHAIR FOR THE EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE NUMBER 2 BOARD

Agenda Item Summary: When the Council appointed new members to the three TIRZ boards in November 2023, the chairperson of the TIRZ #2 Board, John Attebury, was up for reappointment. Alan Gurtenson was appointed in his stead. John Attebury was subsequently appointed to the TIRZ #3 Board. A new chairperson is needed due to this change.

Section 3.2 of Ordinance 7627 (the ordinance designating this TIRZ), states that the Council "shall annually designate a member of the Board to serve as chairperson of the Board, and the Board shall elect from its members a vice chairperson..."

The Board roster is as follows:

Helen Burton (appointed by Potter Co.)
 David Walker (appointed by Potter Co.)
 Blair Shaffer (appointed by Potter Co.)
 Jashmin Patel (appointed by City Council)
 Tracy Shea (appointed by City Council)
 Alan Gertonson (appointed by City Council)
 Michelle Bonner (appointed by Hospital Dist.)
 John Betancourt (appointed by Amarillo College)
 Doyle Corder (appointed by AISD)
 Lee Peterson (appointed by Panhandle Groundwater Cons. Dist.)

Requested Action: Selection and appointment of a chair to the TIRZ #2 Board.

Funding Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: David Walker is currently serving as Vice Chair.

Attachments: None



Agenda Transmittal Memo

Date: January 9, 2024
Council Priority: Business Friendly Community
Department: Planning and Development Services
Contact Person: Drew Brassfield, Assistant Director of Planning

Agenda Caption: DISCUSS AND CONSIDER APPOINTING A CHAIR FOR THE SOUTH GATEWAY TAX INCREMENT REINVESTMENT ZONE NUMBER 3 BOARD

Agenda Item Summary: Jimmy Lackey was appointed as Chair of this Board by the City Council in April 2023. In November 2023, Council appointed John Attebury (previously Chair of the East Gateway TIRZ #2 Board), Dean Crump, and Blaine Westlake to the South Gateway TIRZ Board due to the vacancies created by the resignations of Jimmy Lackey and Eddy Sauer and the placement of Matt Griffith into an *ex officio* member position.

Section 3.2 of Ordinance 8033 (the ordinance designating this TIRZ), states that the Council "shall annually designate a member of the Board to serve as chairperson of the Board, and the Board shall elect from its members a vice chairperson..."

The Board roster is as follows:

Eric Barry (appointed by Randall Co.)
 Bob Robinson (appointed by Randall Co.)
 Cydney Norton (appointed by Randall Co.)
 Matt Griffith (ex officio - appointed by City Council)
 Dean Crump (appointed by City Council)
 Blaine Westlake (appointed by City Council)
 John Attebury (appointed by City Council)
 Heather Wilson (appointed by Canyon ISD)
 Weston Wright (appointed by Amarillo Hospital District)
 Paul Proffer (appointed by Amarillo College)

Requested Action: Selection and appointment of a chair to the TIRZ #3 Board.

Funding Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: John Attebury has been serving as the TIRZ #2 Chair until his recent reassignment and Eric Barry currently serves as Vice Chair to this Board.

Attachments: None