



Amarillo City Council Regular Meeting

September 24, 2024

3:00 PM

City Hall - Council Chamber

601 S. Buchanan Street, 3rd Floor

Amarillo, Texas 79101

AGENDA

1. **Call to Order**
2. **Invocation** Jeremy Pfeil, Accelerate Church
3. **Pledge of Allegiance**
4. **The Texas Pledge**
5. **Proclamations**
 - 5.A. "World Environmental Health Day"
6. **Announcements**
7. **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.
8. **Discussion Items** City Council will discuss or receive reports on the following current matters or projects.
 - 8.A. Review agenda items for regular meeting and attachments;
 - 8.B. Presentation and update on the Safe Streets and Roads for All (SS4A) Plan
 - 8.C. 2025 Legislative Agenda
 - 8.D. Update regarding Amarillo Economic Development Corporation in connection to financial assistance previously provided to the Regional Accelerator & New Growth Engine (RANGE)
 - 8.E. Amarillo Economic Development Corporation 2024/25 budget
 - 8.F. Request future agenda items and reports from City Manager.

- 9. 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.

9.A. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the work session held on September 10, 2024 at 1:00 p.m.

(Contact: Stephanie Coggins, City Secretary)

9.B. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the work session held on September 10, 2024 at 2:00 p.m.

(Contact: Stephanie Coggins, City Secretary)

9.C. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the regular meeting held on September 10, 2024.

(Contact: Stephanie Coggins, City Secretary)

9.D. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the special meeting held on September 17, 2024.

(Contact: Stephanie Coggins, City Secretary)

9.E. CONSIDERATION OF ORDINANCE NO. 8150

This item is a second and final reading to consider an ordinance rezoning 0.76 acres of unplatted land, in Section 191, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Moderate Density District. (VICINITY: Broadway Dr. & Hastings Ave.; APPLICANT/S: OJD Engineering, LLC for FAEC Holdings 396537, LLC)

(Contact: Brady Kendrick, Senior Planner)

9.F. CONSIDERATION OF ORDINANCE NO. 8151

This item is a second and final reading of an ordinance annexing into the City of Amarillo, on petition of property owner, territory generally described as a 203.80 acre tract of land, being unplatted land and the west fifty feet of Tarter Avenue as dedicated in Soncy Park Unit No. 10, all in Section 62, Block 9, BS&F Survey,

Randall County, Texas (APPLICANT/S: Attebury A G Testamentary Trust;
VICINITY: SW 45th Ave. & Soncy Rd.)

(Contact: Brady Kendrick, Senior Planner)

9.G. CONSIDERATION OF RESOLUTION NO. 09-24-24-1

This resolution denies Southwestern Public Service Company's (SPS) proposed surcharge in rates; authorizes the City's continued participation with other cities in the Alliance of Xcel Municipalities ("AXM") to direct the activities of lawyers and consultants; authorizes the hiring of attorneys and consultants; authorizes the intervention and participation in related rate proceedings; and requires reimbursement of reasonable legal and consultant expenses.

(Contact: Laura Storrs, Assistant City Manager and CFO)

9.H. CONSIDERATION OF RESOLUTION NO. 09-24-24-2

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: Donny Hooper, Managing Director of Public Works)

9.I. CONSIDERATION OF RESOLUTION NO. 09-24-24-3

This item considers a resolution approving participation in the Texas Department of Transportation Selective Traffic Enforcement Program Commercial Motor Vehicle (STEP CMV) grant, providing a repeater clause, and providing a savings clause. The 2025 STEP CMV Grant provides the Amarillo Police Department (APD) with assistance to fund overtime associated with patrol and speed enforcement, occupant protection (seat belts and child safety seats), distracted driving and driving while intoxicated violations related to commercial motor vehicles.

Grantor: Texas Department of
Transportation

Grant amount:	\$58,909.00
Match amount:	<u>15,133.90</u>
Total award:	\$74,042.90

(Contact: Martin Birkenfeld, Chief of Police)

9.J. CONSIDERATION OF RESOLUTION NO. 09-24-24-4

This item considers a resolution approving participation in the Texas Department of Transportation Selective Traffic Enforcement Program (STEP) Grant, providing a repeater clause, and providing a savings clause. The 2025 Comprehensive Selective Traffic Enforcement Program (STEP) Grant will provide Amarillo Police

Department (APD) assistance to fund overtime associated with extra patrol and speed enforcement, occupant protection (seat belts and child safety seats), distracted driving and driving while intoxicated violations and offenses.

Grantor: Texas Department of Transportation

Grant amount:	\$151,455.00
Match amount:	<u>38,116.53</u>
Total award:	\$189,571.53

(Contact: Martin Birkenfeld, Chief of Police)

9.K. CONSIDERATION OF RESOLUTION NO. 09-24-24-5

This item considers a resolution approving a 2024 application for the Edward Byrne Memorial Justice Assistance Grant (JAG), authorizing an Interlocal Agreement to share grant funds with Potter County, permitting administrative adjustments to documents as needed, providing a savings clause, providing a severability clause and providing an effective date.

Grantor: United States Department of Justice

Amount: \$108,276.00 (City's share will be \$54,138.00)

(Contact: Martin Birkenfeld, Chief of Police)

9.L. CONSIDER AMENDMENT - MEMORANDUM OF UNDERSTANDING WITH TRANSFORMATION PARK

This item considers an amendment to the Memorandum of Understanding between the City of Amarillo and Transformation Park. The amendment removes the City's responsibility to provide financial and supportive services to Transformation Park.

(Contact: Laura Storrs, Assistant City Manager and CFO)

9.M. CONSIDER APPROVAL – AMENDMENT NO. 3 TO CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH PRODUCER OWNED BEEF OPCO, LLC

This item considers an extension to deadlines for Producer Owned Beef to obtain a building permit and a certificate of occupancy outlined in the Chapter 380 Economic Development Agreement executed in June 2022.

(Contact: Andrew Freeman, Deputy City Manager)

9.N. CONSIDER APPROVAL - AGREEMENT FOR SERVICES WITH CENTER CITY OF AMARILLO, INC.

This item approves a one-year agreement for services with Center City of Amarillo, Inc. for continued services associated with the preservation, improvement, and revitalization of the Central Business District of Amarillo.

(Contact: Andrew Freeman, Deputy City Manager)

9.O. CONSIDER APPROVAL - ELECTRICAL UTILITY EASEMENT TO SOUTHWESTERN PUBLIC SERVICE COMPANY

This item considers the approval to grant an easement, being 7.77 acre tract of unplatted land out of section 37 & 52, Block 2 AB&M Survey, Potter County, Texas, to Southwestern Public Service Company (SPS). SPS will pay the City of Amarillo \$194,250.00 for the easement. (GRANTOR: City of Amarillo, GRANTEE: Southwestern Public Service Company, VICINITY: Pullman Rd. North of S.E. 3rd)

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

9.P. CONSIDER APPROVAL - RENEWAL OF JD EDWARDS ANNUAL SOFTWARE SUPPORT

This item considers the approval of a renewal for the JD Edwards annual software support.

Award to: SHI (BuyBoard #661-22)

Amount: \$86,702.90

Funding Source: Information technology fund revenues

Is the item budgeted? Yes

(Contact: Missy Laird, Director of Information Technology)

9.Q. CONSIDER AWARD - CONTRACT FOR NEIGHBORLY HOUSING CHOICE VOUCHER (HCV) SOFTWARE

This item considers the award of a five-year contract for a new housing management software solution for the Amarillo Housing Authority to Neighborly Housing Choice Vouchers.

Award to: Neighborly

Amount: \$136,500.00

Funding Source: Housing Choice Voucher Administration grant funds

Is the item budgeted? Yes

(Contact: Jason Riddlespurger, Director of Community Development)

9.R. CONSIDER APPROVAL - AMENDMENT TO THE AGREEMENT FOR OCCUPATIONAL MEDICAL SERVICES CONTRACT

This item considers approval of an amendment to the existing agreement for occupational medical services to remove the expiration term. Occupational medical services include drug/alcohol testing, pre-employment physicals, and return to work physicals.

Award to: CareXpress Holdings, LLC - DBA BSA CareXpress with OccMed

Amount: \$200,000 annually

Funding Source: General fund revenues
Is the item budgeted? Yes

(Contact: Mitchell Normand, Director of Human Resources)

9.S. CONSIDER APPROVAL - RENEWAL TO FLEXIBLE AGGREGATE BASE SUPPLY AGREEMENT

This item considers a approval of a one-year renewal to a supply agreement for the purchase of a flexible aggregate base, which is used by the street division to repair streets and alleys throughout the city.

Award to: J. Lee Milligan

Amount: Not to exceed \$328,125.00

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Alan Harder, Assistant Director of Public Works)

9.T. CONSIDER PURCHASE - ROUGH TERRAIN FORKLIFT

This item considers the purchase of one Case Rough Terrain Forklift for daily use at the surface water treatment plant. This is a new addition to the City's fleet.

Award to: ASCO Equipment (Source Well #011723-CNH-1)

Amount: \$80,750.00

Funding Source: Fleet services fund revenues

Is the item budgeted? Yes

(Contact: Donny Hooper, Managing Director of Public Works)

9.U. CONSIDER PURCHASE - JCB EXTENDED BOOM BACKHOE

This item considers the purchase of a JCB Extended Boom Backhoe for daily use in water production. This is a new addition to the City's fleet.

Award to: ASCO Equipment (Source Well #020223-JCB)

Amount: \$123,000.00

Funding Source: Fleet services fund revenues

Is the item budgeted? Yes

(Contact: Donny Hooper, Managing Director of Public Works)

9.V. CONSIDER PURCHASE - FRONT LOADER TRASH TRUCK

This item considers the purchase of a Mack Front Loader trash truck for daily use in solid waste collection. This is the scheduled replacement of unit 8230 which has reached its end of useful life.

Award to: Bruckner Truck Sales (HGAC #HT06-20)

Amount: \$416,497.07

Funding Source: Fleet services fund revenues

Is the item budgeted? Yes

(Contact: Donny Hooper, Managing Director of Public Works)

9.W. CONSIDER AWARD - ANNUAL PAINTING SERVICES CONTRACT

This item considers the award of a contract for controlled labor costs for painting services on City-owned property/buildings.

Award to: Jack C Thomas & Son Inc.

Amount: Not to exceed \$80,000.00 (with an hourly rate of \$42.00)

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Jerry Danforth, Director of Facilities)

9.X. CONSIDER AWARD - PARTIAL ROOF REPLACEMENT OF BUILDING 602 AT THE AIRPORT

This item considers the award of a contract to replace approximately one sixth of the roof for Building 602 at the Rick Husband Amarillo International Airport.

Award to: Tecta America Amarillo CS LLC (TexBuy #022-020)

Amount: \$278,103.00

Funding Source: Airport fund revenues

Is the item budgeted? Yes

(Contact: Michael Conner, Director of Aviation)

9.Y. CONSIDER APPROVAL - RENEWAL OF AIRPORT CHILLERS & WATER CONDITION TESTING ANNUAL SERVICE AGREEMENT

This item considers the approval of a renewal to the annual service agreement to provide quarterly inspections of the terminal HVAC chillers and monthly chiller water testing at the Rick Husband Amarillo International Airport.

Award to: TRANE, Inc.

Amount: \$71,827.20

Funding Source: Airport fund revenues

Is the item budgeted? Yes

(Contact: Michael Conner, Director of Aviation)

9.Z. CONSIDER AWARD - NORTH BRANCH WIC ROOFING PROJECT

This item considers the award of a contract for the removal of the existing failing roof and installation of a new built-up gravel roof at the North Branch WIC location located at 1504 NE 24th Ave in Amarillo, Texas 79107.

Award to: Panhandle Steel Buildings, Inc. (Buy Board #728-24)

Amount: \$249,470.00

Funding Source: United States Department of Agriculture federal funds

Is the item budgeted? Yes

(Contact: Jerry Danforth, Director of Facilities)

9.AA. CONSIDER AWARD – CONTRACT TO REPLACE ROOFS ON SIX BUILDINGS AT RIVER ROAD WATER RECLAMATION FACILITY

This item considers the award of a contract to replace the roofs on six buildings at the River Road Water Reclamation Facility.

Award to: Tecta America (Buyboard #672-22)

Amount: \$376,167.00

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

9.BB. CONSIDER PURCHASE - TWO DIGESTER PUMPS AT RIVER ROAD WATER RECLAMATION FACILITY

This item considers the purchase of two Flygt pumps for digester sludge recirculation at the River Road Water Reclamation Facility.

Award to: Zone Industries (Buy Board #672-22)

Amount: \$62,066.66

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

10. Non-Consent Items

10.A. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8154

This item is a public hearing and first reading to consider an ordinance rezoning a 7.56 acre tract of unplatted land, in Section 11, 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 General Retail District. (VICINITY: Western St. & Dunn Ranch Rd.; APPLICANT/S: OJD Engineering, LLC for the Marsh Gwendolyn O'Brien Estate)

(Contact: Brady Kendrick, Senior Planner)

10.B. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8155

This item is a public hearing and first reading to consider an ordinance rezoning lots 17 and 18, and portions of Lots 19 and 20, Block 76, Glidden and Sanborn Addition, an addition to the City of Amarillo, in Section 169, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Heavy Commercial District to Central Business District. (VICINITY: SW 6th Ave. & Jackson St.; APPLICANT/S: Valerie Gooch for The PARC)

(Contact: Brady Kendrick, Senior Planner)

10.C. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8156

This item is a public hearing and first reading to consider an ordinance vacating a 0.40 acre public right-of-way, being a 20-foot wide public alley in and adjacent to Block 3 of Wright Addition Unit No. 2, an addition to the City of Amarillo, in Section 157, Block 2, AB&M Survey, Potter County, Texas. (VICINITY: NE 15th Ave. and Mirror St.; APPLICANT/S: Paul Ebben for AAAA Properties)

(Contact: Brady Kendrick, Senior Planner)

10.D. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8157

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Greenways Public Improvement District (PID). The Greenways PID is generally located at the southwest corner of Hillside Road and Coulter Street. This ordinance is recommended for approval by a unanimous vote of the Greenways Public Improvement District Advisory Board.

(Contact: Carrie Roberts, PIDs Coordinator)

10.E. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8158

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Heritage Hills Public Improvement District (PID). The Heritage Hills PID is generally located at the southwest corner of Soncy and Arden Roads. This ordinance is recommended for approval by a unanimous vote of the Heritage Hills Public Improvement District Advisory Board.

(Contact: Carrie Roberts, PIDs Coordinator)

10.F. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8159

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Pinnacle Public Improvement District (PID). The Pinnacle PID is generally located at the northeast corner of Bell Street and West Sundown Lane. This ordinance is recommended for approval by a unanimous vote of the Pinnacle Public Improvement District Advisory Board.

(Contact: Carrie Roberts, PIDs Coordinator)

10.G. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8160

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Point West Public Improvement District (PID). The Point West PID is generally located at the northwest corner of Amarillo Boulevard West and Research Street. This ordinance is recommended for approval by a unanimous vote of the Point West Public Improvement District Advisory Board.

(Contact: Carrie Roberts, PIDs Coordinator)

10.H. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8161

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Quail Creek Public Improvement District (PID). The Quail Creek PID is generally located at the intersection of Clear Meadow Circle and Plum Creek Drive. This ordinance is recommended for approval by a unanimous vote of the Quail Creek Public Improvement District Advisory Board.

(Contact: Carrie Roberts, PIDs Coordinator)

10.I. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8162

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Town Square Public Improvement District (PID). The Town Square PID is generally located in the northeast corner of Helium and Hillside Roads. This ordinance is recommended for approval by a unanimous vote of the Town Square Public Improvement District Advisory Board.

(Contact: Carrie Roberts, PIDs Coordinator)

10.J. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8163

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Tutbury Public Improvement District (PID). The Tutbury PID is generally located at the intersection of Tutbury Court and Van Winkle Drive. This ordinance is recommended for approval by a unanimous vote of the Tutbury Public Improvement District Advisory Board.

(Contact: Carrie Roberts, PIDs Coordinator)

10.K. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8164

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Vineyards Public Improvement District (PID). The Vineyards PID is generally located at the northwest corner of West Hastings Avenue and Broadway Drive. This ordinance is recommended for approval by a unanimous vote of the Vineyards Public Improvement District Advisory Board.

(Contact: Carrie Roberts, PIDs Coordinator)

10.L. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8165

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual

property assessment for the Colonies Public Improvement District (PID). The Colonies PID is generally located at the northeast corner of Hillside and Soncy roads. This ordinance is recommended for approval by a unanimous vote of the Colonies PID Advisory Board.

(Contact: Carrie Roberts, PIDs Coordinator)

10.M. CONSIDER APPROVAL - RENEWAL OF MOTOROLA SERVICE AGREEMENT

This item considers the approval of a five-year renewal of the Motorola Service Agreement to maintain the City's radio network.

Award to: Motorola Solutions (State of Texas Contract #DIR-TSO-4101)

Amount: \$3,999,990.22

Funding Source: Information technology fund revenues and revenues from agreements with outside agencies

Is the item budgeted? Yes

(Contact: Missy Laird, Director of Information Technology)

11. 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. The City Attorney's Office has reviewed the agenda and is of the opinion that all items noticed therein described for open and/or closed session comply with the Texas Open Meetings Act ("Act") and that this opinion may be relied upon by City officials for all purposes, including but not limited to, Section 551.144 of the Act as amended. 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 21st day of September 2024 at 3:00 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: September 24, 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 September 10, 2024 at 1:00 p.m.

Agenda Item Summary: This item considers approval of the City Council minutes taken at a previous meeting.

Requested Action: Staff requests that elected officials read the attached minutes and review them for accuracy.

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: N/A

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

Attachments: 1. DRAFT City Council Minutes 2024_09_10 Budget Work Session



Amarillo City Council Work Session

September 10, 2024

1:00 PM

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

MINUTES

1. Call to Order

On September 10, 2024 the Amarillo City Council met at 1:00 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:

Grayson Path, City Manager
Andrew Freeman, Deputy City Manager
Laura Storrs, Assistant City Manager and CFO
Floyd Hartman, Assistant City Manager
Donny Hooper, Managing Director
Bryan McWilliams, City Attorney
Stephanie Coggins, City Secretary

Mayor Stanley established a quorum and called the meeting to order at 1:03 PM.

- 2. City Council Budget Workshop** This item is a budget workshop for the City Council and senior staff to discuss and review the City of Amarillo Proposed Budget for fiscal 2024/2025 (Proposed Budget). The City Council may discuss numerous broad topics such as public safety, infrastructure, development, community services, parks and recreation, water resources, public works, finance, council pillars, strategic plans, legislative agendas, policies and procedures, and other matters related to the Proposed Budget. The City Council may reach broad consensus on topics related to the Proposed Budget, but no final decision or vote will occur.

3. Adjourn

Mayor Stanley adjourned the Work Session at 2:37 PM.

ATTEST:

Stephanie Coggins, City Secretary

Cole Stanley, Mayor



Agenda Transmittal Memo

Date: September 24, 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 September 10, 2024 at 2:00 p.m.

Agenda Item Summary: This item considers approval of the City Council minutes taken at a previous meeting.

Requested Action: Staff requests that elected officials read the attached minutes and review them for accuracy.

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: N/A

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

Attachments: 1. DRAFT City Council Minutes 2024_09_10 Work Session 1400



Amarillo City Council Work Session

September 10, 2024

2:00 PM

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

MINUTES

1. Call to Order

On September 10, 2024 the Amarillo City Council met at 2:00 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:

Grayson Path, City Manager
Andrew Freeman, Deputy City Manager
Rich Gagnon, Assistant City Manager and CIO
Laura Storrs, Assistant City Manager and CFO
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 2:37 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 2:37 PM that the City Council would convene into executive session per Texas Government Code A) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: i) Property located in the Downtown Central Business District.

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

- i. Property located in the Downtown Central Business District

3. Adjourn

Mr. McWilliams announced the executive session was completed at 2:50 PM, and Mayor Stanley adjourned the Work Session.

ATTEST:

Stephanie Coggins, City Secretary

Cole Stanley, Mayor



Agenda Transmittal Memo

Date: September 24, 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 September 10, 2024.

Agenda Item Summary: This item considers approval of the City Council minutes taken at a previous meeting.

Requested Action: Staff requests that elected officials read the attached minutes and review them for accuracy.

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: N/A

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

Attachments: 1. DRAFT City Council Minutes 2024_09_10 Regular Meeting



Amarillo City Council Regular Meeting

September 10, 2024

3:00 PM

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

MINUTES

1. Call to Order

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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:

Grayson Path, City Manager
Andrew Freeman, Deputy City Manager
Rich Gagnon, Assistant City Manager and CIO
Laura Storrs, Assistant City Manager and CFO
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 3:00 PM.

2. Invocation Bryan Van Meter, Amarillo Fire Department Chaplain

Bryan Van Meter, Amarillo Fire Department chaplain, 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. Proclamations

5.A. "National Preparedness Month"

Councilmember Craft read the proclamation, and Max Dunlap accepted it along with members of the Office of Emergency Management.

5.B. "National IT Professionals Day"

Councilmember Scherlen read the proclamation, and Missy Laird accepted it along with members of the Information Technology department.

6. Announcements

There were no announcements.

- 7. 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 signup at least 15 minutes prior to the scheduled meeting start time.

Mayor Stanley opened public comment. The following individuals spoke:

Courtney Brown, of Amarillo Citizen
Noah Dawson, of Amarillo Citizen

Mayor Stanley closed public comment. Sherrie Ollinger Scott signed up to speak but did not present to speak.

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

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

8.B. Walter Wendler to provide West Texas A&M University updates

8.C. 2025 Legislative Agenda

8.D. Women's Health Clinic Concept

After discussion of Item 8.D, Mayor Stanley recessed the regular meeting at 3:59 p.m.

Mayor Stanley resumed the regular meeting at 4:12 p.m.

8.E. Update regarding Amarillo Economic Development Corporation in connection to financial assistance previously provided to the Regional Accelerator & New Growth Engine (RANGE)

8.F. Request future agenda items and reports from City Manager

9. 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 anything should be removed for separate consideration. Councilmember Craft asked that Agenda Item No. 9.B be removed.

ACTION: Motion to approve the consent agenda except for Agenda Item No. 9.B by Tom Scherlen, 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

9.A. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the work session held on August 27, 2024 at 11:00 a.m.

(Contact: Stephanie Coggins, City Secretary)

9.C. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the regular meeting held on August 27, 2024.

(Contact: Stephanie Coggins, City Secretary)

9.D. CONSIDERATION OF ORDINANCE NO. 8147

This item is a second and final reading to consider an ordinance rezoning a 12.48 acre tract of unplatted land, in Section 63, 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 General Retail District. (VICINITY: Town Square Blvd. & Soncy Rd.; APPLICANT/S: Furman Land Surveyors, Inc. for the Emeline Bush O'Brien / Marsh Trust)

(Contact: Brady Kendrick, Senior Planner)

9.E. CONSIDERATION OF ORDINANCE NO. 8148

This item is a second and final reading to consider an ordinance vacating a 0.388 acre public right-of-way, being the remaining portion of N. Wilson Street between Blocks 1 & 2 of Eberstadt's Subdivision of Blocks 270 and 277, Holland's Addition, an addition to the City of Amarillo, in Section 156, Block 2, AB&M Survey, Potter County, Texas. (VICINITY: NE 5th Ave. & N Williams St.; APPLICANT/S: Fabian Alvarez & Jose Silvestre)

(Contact: Brady Kendrick, Senior Planner)

9.F. CONSIDERATION OF ORDINANCE NO. 8149

This item is the second and final reading of an ordinance amending the ballot language for Measure D relating to the Special Municipal Election of the City of Amarillo, Texas, ordered on August 13, 2024, pursuant to Ordinance 8144 to be conducted on the 5th day of November 2024 in the City of Amarillo, Texas; affirming all other provisions of Ordinance 8144; and providing for other administrative clauses.

(Contact: Stephanie Coggins, City Secretary)

9.G. CONSIDER ACCEPTANCE - REFUGEE HEALTH SCREENING GRANT

This item considers acceptance of the Refugee Health Screening Grant. Services include health screening, immunizations, and green card assistance for newly arrived refugees.

Grantor: U.S. Committee for Refugees and Immigrants (USCRI)

Amount: \$1,143,130.22

Local Match/Funding Source: No local match required

Is the item budgeted? Yes

(Contact: Casie Stoughton, Director of Public Health)

9.H. CONSIDER PURCHASE - ASPHALT EMULSION STORAGE TANKS

This item considers the purchase of three 10,000 gallon asphalt emulsion storage tanks.

Award to: Cimline, Inc. (Sourcewell Contract #080251-CME)

Amount: \$353,385.00

Funding Source: General Fund

Is the item budgeted? Yes

(Contact: Donny Hooper, Managing Director of Public Works)

9.I. CONSIDER AWARD - AMARILLO POLICE DEPARTMENT 5TH FLOOR FURNITURE

This item considers an award to purchase new furniture for the 5th floor of the Amarillo Police Department that is currently under construction.

Award to: Navajo (HON OMINA #R191804)

Amount: \$66,150.61

Funding Source: American Rescue Plan Act (ARPA) federal funding

Is the item budgeted? Yes

(Contact: Jerry Danforth, Director of Facilities)

9.J. CONSIDER PURCHASE - WORKIVA REPORT WRITING SOFTWARE

This item considers the purchase of Workiva Report Writing Software.

Award to: Carahsoft Technology Group

Amount: \$63,157.90

Funding Source: General Funds

Is the item budgeted? Yes

(Contact: Katrina Owens, Director of Finance)

9.K. CONSIDER PURCHASE - MIMICA AUTOMATION SOFTWARE

This item considers the purchase of Mimica automation software.

Award to: Mimica Automation Limited

Amount: \$150,000.00

Funding Source: Job account for Financial/ERP Software

Is the item budgeted? Yes

(Contact: Rich Gagnon, Assistant City Manager and CIO)

9.L. CONSIDER APPROVAL - CHANGE ORDER NO. 7 FOR HOLLYWOOD ROAD AND RIVER ROAD WATER RECLAMATION FACILITIES DIGESTER MIXING SYSTEM IMPROVEMENTS PROJECT

This item considers the award of Change Order No. 7 for the Hollywood Road and River Road Water Reclamation Facilities digester mixing system improvements to replace the boiler at the Hollywood Road Water Reclamation Facility.

Award to: Garney Companies, Inc.

Original Award	\$16,312,000.00
Previous Change Orders	2,662,279.04
Current Change Order No. 7	\$588,044.00
Total Revised Award	\$19,562,323.04

Amount: \$588,044.00

Funding Source: Water and sewer fund

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

9.M. CONSIDER APPROVAL - CHANGE ORDERS NO. 1 AND NO. 2 TO SERVICE CENTER FUELING PROJECT

This item considers the approval of Change Orders No. 1 and 2 to the Service Center Fueling Project. Change Order #1 addresses demolition and haul off of unforeseen buried materials located at the 27th and Grant site. Change Order #2 addresses several items that were subject to price increases and additional scope of work.

Award to: Tri-State General Contractors

Original Award:	\$5,301,450.00
Change Order No. 1	40,000.00
Change Order No. 2	<u>57,292.92</u>
Total Award:	\$5,398,742.92

Funding Source: Fleet fund revenues

Is the item budgeted? Yes

(Contact: Jerry Danforth, Director of Facilities)

9.B. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the work session held on August 27, 2024 at 2:00 p.m.

(Contact: Stephanie Coggins, City Secretary)

Mayor Stanley introduced the item. Councilmember Craft motioned to revise the minutes to reflect Kevin Carter in attendance. The motion died for lack of a second.

ACTION: Motion to approve Agenda Item 9.B 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

10. Non-Consent Items

10.A. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8150

This item is a public hearing and first reading to consider an ordinance rezoning 0.76 acres of unplatted land, in Section 191, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Moderate Density District. (VICINITY: Broadway Dr. & Hastings Ave.; APPLICANT/S: OJD Engineering, LLC for FAEC Holdings 396537, LLC)

(Contact: Brady Kendrick, Senior Planner)

Mayor Stanley introduced the item. Brady Kendrick, Senior Planner, 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. 8150 as presented by Les Simpson, 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

10.B. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8151

This item is a public hearing and first reading of an ordinance annexing into the City of Amarillo, on petition of property owner, territory generally described as a 203.80 acre tract of land, being unplatted land and the west fifty feet of Tarter Avenue as dedicated in Soncy Park Unit No. 10, all in Section 62, Block 9, BS&F Survey, Randall County, Texas (APPLICANT/S: Attebury A G Testamentary Trust; VICINITY: SW 45th Ave. & Soncy Rd.)

(Contact: Brady Kendrick, Senior Planner)

Mayor Stanley introduced the item. Mr. Kendrick presented the item. Mayor Stanley opened a public hearing. James Schenck, of Amarillo, and Austin Martin, not of Amarillo, spoke. Mayor Stanley closed the public hearing.

ACTION: Motion to adopt Ordinance No. 8151 as presented by Tom Scherlen, 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

10.C. CONSIDERATION OF RESOLUTION NO. 09-10-24-1

This item considers a resolution amending the ballot language for the Special Municipal Election of the City of Amarillo, Texas ordered on August 13, 2024, pursuant to Resolution 08-13-24-2 to be conducted on the 5th day of November 2024 in the City of Amarillo, Texas; Affirming all other provisions of Resolution 08-13-24-2; and providing for other administrative clauses.

(Contact: Stephanie Coggins, City Secretary)

Mayor Stanley introduced the item. Ms. Coggins presented the item. Shannon Lackey, Randall County Election Administrator, and Christy Benge, Potter County Election Administrator, were present to help answer questions.

ACTION: Motion to adopt Item 10.C with the option #3 ballot language 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

ACTION: Motion to accept Resolution No. 09-10-24-1 with option 3 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

10.D. CONSIDERATION OF ORDINANCE NO. 8152

This item is the first reading of an ordinance adopting the City of Amarillo budget for the 2024/2025 fiscal year. This budget allows for the City to continue providing effective public services, programs and assistance to Amarillo residents in the upcoming year.

(Contact: Laura Storrs, Assistant City Manager and CFO)

Mayor Stanley introduced the item. Ms. Storrs presented the item.

ACTION: Motion to adopt the proposed budget which reflects an increase in revenue derived from property tax revenues over last year's budget 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

10.E. CONSIDERATION OF ORDINANCE NO. 8153 APPROVING THE CITY OF AMARILLO TAX ROLL, SETTING AN AD VALOREM PROPERTY TAX RATE AND LEVYING A TAX ON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY FOR THE 2024 TAX YEAR:

This is the first reading of an ordinance approving the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2024 tax year. This ordinance establishes an ad valorem tax rate of \$0.31867 per \$100.00 property valuation for City maintenance and operations expenses and \$0.06856 per \$100.00 property valuation for existing debt expenses resulting in a total ad valorem rate of \$0.38723 per \$100.00 property valuation.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.63 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$4.23.

(Contact: Laura Storrs, Assistant City Manager and CFO)

Mayor Stanley introduced the item. Ms. Storrs presented the item.

ACTION: Motion that the property tax rate be increased by the adoption of a tax rate of \$0.38723, which is effectively a 5.63 percent increase in the tax rate 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

10.F. CONSIDERATION OF RESOLUTION NO. 09-10-24-2

This item considers a resolution approving expenditure of Hotel Occupancy Tax revenue by the Amarillo Convention and Visitors Bureau, Inc. for the fiscal year October 1, 2024 to September 30, 2025.

(Contact: Kashion Smith, Executive Director of the Amarillo Convention and Visitors Bureau)

Mayor Stanley introduced the item. Kashion Smith, Executive Director of the Convention and Visitors Bureau, presented the item.

ACTION: Motion to adopt Resolution No. 09-10-24-2 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

10.G. CONSIDERATION OF RESOLUTION NO. 09-10-24-3

This item considers a resolution approving the proposed operating budget for the fiscal year 2024-2025 for the Amarillo Economic Development Corporation.

(Contact: Kevin Carter, Amarillo Economic Development Corporation)

Mayor Stanley introduced the item. Before the item was presented, Mayor Stanley asked for a motion to table the item.

ACTION: Motion to table the item for two weeks by Tom Scherlen, 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

10.H. CONSIDERATION OF RESOLUTION NO. 09-10-24-4

This item considers a resolution approving the proposed operating budget for the fiscal year 2024-2025 for Center City Tax Increment Reinvestment Zone No. 1.

(Contact: Laura Storrs, Assistant City Manager and CFO)

Mayor Stanley introduced the item. Ms. Storrs presented the item.

ACTION: Motion to adopt Resolution No. 09-10-24-4 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

10.I. CONSIDERATION OF RESOLUTION NO. 09-10-24-5

This item considers a resolution approving the proposed operating budget for the fiscal year 2024-2025 for East Gateway Tax Increment Reinvestment Zone No. 2.

(Contact: Laura Storrs, Assistant City Manager and CFO)

Mayor Stanley introduced the item. Ms. Storrs presented the item.

ACTION: Motion to adopt Resolution No. 09-10-24-5 as presented by Les Simpson, 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

10.J. CONSIDERATION OF RESOLUTION NO. 09-10-24-6

This item considers a resolution approving the proposed operating budget for the fiscal year 2024-2025 for South Gateway Tax Increment Reinvestment Zone No. 3.

(Contact: Laura Storrs, Assistant City Manager and CFO)

Mayor Stanley introduced the item. Ms. Storrs presented the item.

ACTION: Motion to adopt Resolution No. 09-10-24-6 as presented by Josh Craft, 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

10.K. CONSIDERATION OF RESOLUTION NO. 09-10-24-7

This item considers a resolution approving the proposed operating budget for the fiscal year 2024-2025 for Amarillo-Potter Events Venue District.

(Contact: Laura Storrs, Assistant City Manager and CFO)

Mayor Stanley introduced the item. Ms. Storrs presented the item.

ACTION: Motion to adopt Resolution No. 09-10-24-7 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

10.L. CONSIDERATION OF RESOLUTION NO. 09-10-24-8

This resolution approves the 2024/2025 fiscal year budget and associated program of services for the Amarillo Hospital District (AHD).

(Contact: Laura Storrs, Assistant City Manager and CFO)

Mayor Stanley introduced the item. Ms. Storrs presented the item.

ACTION: Motion to adopt Resolution No. 09-10-24-8 as presented 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. Adjourn

Mayor Stanley adjourned the Regular Meeting at 6:26 PM.

ATTEST:

Stephanie Coggins, City Secretary

Cole Stanley, Mayor



Agenda Transmittal Memo

Date: September 24, 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 special meeting held on September 17, 2024.

Agenda Item Summary: This item considers approval of the City Council minutes taken at a previous meeting.

Requested Action: Staff requests that elected officials read the attached minutes and review them for accuracy.

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: N/A

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

Attachments: 1. DRAFT City Council Minutes 2024_09_17 Special Meeting



Amarillo City Council Special Meeting

September 17, 2024

3:00 PM

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

MINUTES

1. Call to Order

On September 17, 2024 the Amarillo City Council met at 3:00 PM for a Special 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
Absent was Councilmember, Place 4 Les Simpson.

Also in attendance were the following administrative officials:

Grayson Path, City Manager
Andrew Freeman, Deputy City Manager
Rich Gagnon, Assistant City Manager and CIO
Laura Storrs, Assistant City Manager and CFO
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 3:03 PM.

2. **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.

Mayor Stanley opened public comment. The following individuals spoke:

Allen Finegold, of Amarillo	Citizen
James Allen, of Amarillo	Citizen

Mayor Stanley closed public comment.

3. Agenda Items

3.A. PUBLIC HEARING ON FISCAL YEAR 2024/2025 BUDGET:

This Budget will raise more revenue from property taxes than last year's budget by \$3,654,631 which is a 5.43% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,279,505.

(Contact: Laura Storrs, Assistant City Manager and CFO)

Mayor Stanley introduced the item. Ms. Storrs presented the item. Mayor Stanley opened a public hearing. James Schenck, of Amarillo, spoke in favor of the item. Mayor Stanley closed the public hearing.

**3.B. PUBLIC HEARING ON TAX INCREASE:
THE CITY OF AMARILLO IS CONSIDERING A TAX RATE OF
\$0.38723, WHICH IS GREATER THAN THE CURRENT RATE.**

**THIS TAX RATE WILL RAISE MORE TAXES FOR
MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX
RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.63
PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND
OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY
\$4.23.**

(Contact: Laura Storrs, Assistant City Manager and CFO)

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

**3.C. CONSIDERATION OF ORDINANCE NO. 8152 ADOPTING THE CITY OF
AMARILLO BUDGET FOR THE 2024/2025 FISCAL YEAR**

This is the second reading of an ordinance adopting the City of Amarillo budget for

the 2024/2025 fiscal year. This budget allows for the City to continue providing effective public services, programs and assistance to Amarillo residents in the upcoming year.

(Contact: Laura Storrs, Assistant City Manager and CFO)

Mayor Stanley introduced the item. Ms. Storrs presented the item.

ACTION: Motion for adoption of Ordinance Number 8152 Adopting the Budget for the Fiscal Year October 1, 2024, through September 30, 2025 for the City of Amarillo by Josh Craft, second by Don Tipps;

Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Les Simpson

3.D. CONSIDERATION OF ORDINANCE NO. 8153 APPROVING THE CITY OF AMARILLO TAX ROLL, SETTING AN AD VALOREM PROPERTY TAX RATE AND LEVYING A TAX ON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY FOR THE 2024 TAX YEAR:

This is the second reading of an ordinance approving the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2024 tax year. This ordinance establishes an ad valorem tax rate of \$0.31867 per \$100.00 property valuation for City maintenance and operations expenses and \$0.06856 per \$100.00 property valuation for existing debt expenses resulting in a total ad valorem rate of \$0.38723 per \$100.00 property valuation.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.63 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$4.23.

(Contact: Laura Storrs, Assistant City Manager and CFO)

Mayor Stanley introduced the item. Ms. Storrs presented the item. A roll call vote was taken for this item.

ACTION: Motion that the property tax rate be increased by the adoption of a tax rate of \$0.38723, which is effectively a 5.63 percent increase in the tax rate by Josh Craft, second by Don Tipps;

Motion passed with a 4:0 vote.

AYES: Cole Stanley, Josh Craft, Don Tipps, Tom Scherlen
NOES: None
ABSTAIN: None
ABSENT: Les Simpson

3.E. RATIFICATION – CITY OF AMARILLO TAX RATE AND BUDGET:

Pursuant to the terms of Tex. Loc. Gov. Code, Sec. 102.007(c), the City Council is required to take a separate ratification vote on the tax rate when the adopted budget requires more property tax revenue than did the previous year's budget.

(Contact: Laura Storrs, Assistant City Manager and CFO)

Mayor Stanley introduced the item. Ms. Storrs presented the item.

ACTION: Motion to ratify the Budget and Tax Rate, as adopted for Fiscal Year 2024-25, recognizing such budget will require more revenue from property taxes than did the budget adopted last year by Josh Craft, second by Don Tipps;
Motion passed with a 4:0 vote.

AYES: Cole Stanley, Josh Craft, Don Tipps, Tom Scherlen
NOES: None
ABSTAIN: None
ABSENT: Les Simpson

3.F. CONSIDERATION OF RESOLUTION NO. 09-17-24-1

This item considers a resolution ratifying the Meet and Confer Agreement with the Amarillo Police Officers Association; providing for an effective date. (Contact: Andrew Freeman, Deputy City Manager)

Mayor Stanley introduced the item. Mr. Freeman presented the item, and Sergeant Toby Hudson, Association President, shared remarks.

ACTION: Motion to adopt Resolution No. 09-17-24-1 by Josh Craft, second by Don Tipps;
Motion passed with a 4:0 vote.

AYES: Cole Stanley, Josh Craft, Don Tipps, Tom Scherlen
NOES: None
ABSTAIN: None
ABSENT: Les Simpson

3.G. CONSIDERATION OF RESOLUTION NO. 09-17-24-2

This item considers a resolution ratifying the Meet and Confer Agreement with the Amarillo Professional Fire Fighters Association and providing for an effective date. (Contact: Andrew Freeman, Deputy City Manager)

Mayor Stanley introduced the item. Mr. Freeman presented the item, and

Lieutenant Todd Peden, Association President, made remarks.

ACTION: Motion to adopt Resolution No. 09-17-24-2 by Josh Craft,
second by Don Tipps;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Les Simpson

4. Adjourn

Mayor Stanley adjourned the Regular Meeting at 3:54 PM.

ATTEST:

Stephanie Coggins, City Secretary

Cole Stanley, Mayor



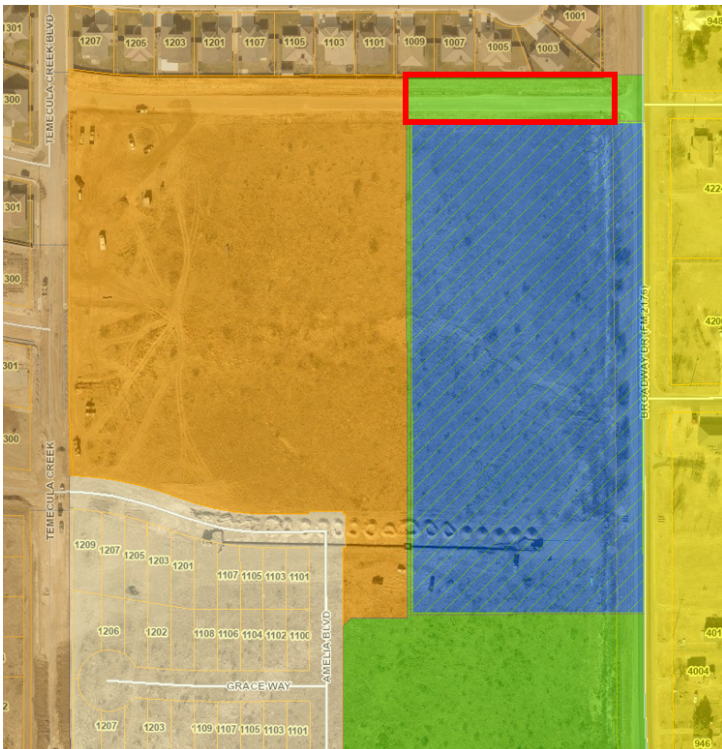
Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Business Friendly Community
Department: Planning and Development Services
Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: **CONSIDERATION OF ORDINANCE NO. 8150**

This item is a second and final reading to consider an ordinance rezoning 0.76 acres of unplatted land, in Section 191, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Moderate Density District. (VICINITY: Broadway Dr. & Hastings Ave.; APPLICANT/S: OJD Engineering, LLC for FAEC Holdings 396537, LLC)

Agenda Item Summary: **Purpose:** The applicant is requesting a change in zoning to incorporate this tract of land in an upcoming multifamily project. This tract was originally going to be a portion of a new public street which is now not going to be constructed. The applicant recently had the property to the southwest of this tract rezoned to Moderate Density District for the project and now wants to expand the zoning to the tract in question. The tract would contain a driveway to access the multifamily site if approved.



Adjacent Zoning: Adjacent zoning consists of Residential District 3 to the north, Planned Development District 402 to the south, Residential District 1 to the east, and Moderate Density District to the west.

Adjacent Land uses: Adjacent land uses consist of single-family detached homes to the north and east and vacant land to the south and west.

City Plan Conformance: The Planning and Zoning Commission is of the opinion that the request would conform with the identified Place Type for the tract (Commercial) and also would conform with and advance the goals of the Complete Neighborhoods Scenario. Given the location of the tract and surrounding zoning and development patterns in the area, the Planning and Zoning Commission believes the request is appropriate for the area.

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

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: Public notices were sent as required and as of the writing of this memo, no comments have been received.

Staff Recommendation: The Planning and Zoning Commission recommends approval of the item as presented.

Attachments:

1. Ordinance No. 8150
2. Exhibit A
3. Location Map

ORDINANCE NO. 8150

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 BROADWAY DRIVE AND HASTINGS
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 0.76 acres of unplatted land, in Section 191, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Moderate Density District 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 10th day of September 2024 and PASSED on Second and Final Reading on this the 24th day of September 2024.

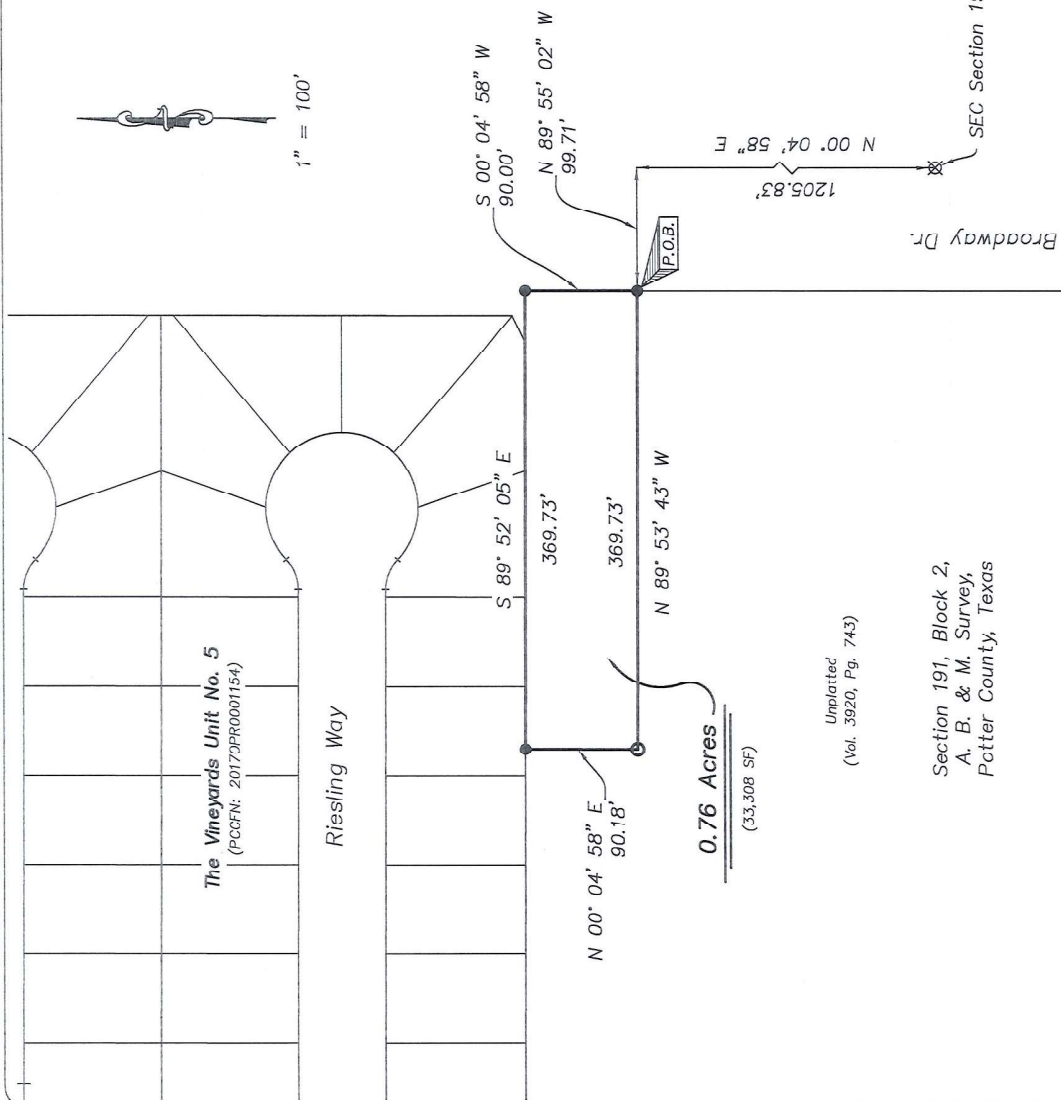
Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



LEGEND

- = 1/2" Iron Rod Set w/ Green Cap
- = 1/2" Iron Rod Found w/ Yellow Cap
- ⊗ = Iron Rod Found w/ Apex Cap

NOTES

Bearings based on the U.S. State Plane Coordinate System (NAD83) — Texas North Zone 4201

Distances shown are ground distances. Grid to ground scale factor: 1.0002507

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, David G. Miller, 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 8th day of July, A.D., 2024.



David G. Miller
Registered Professional
Land Surveyor #5437

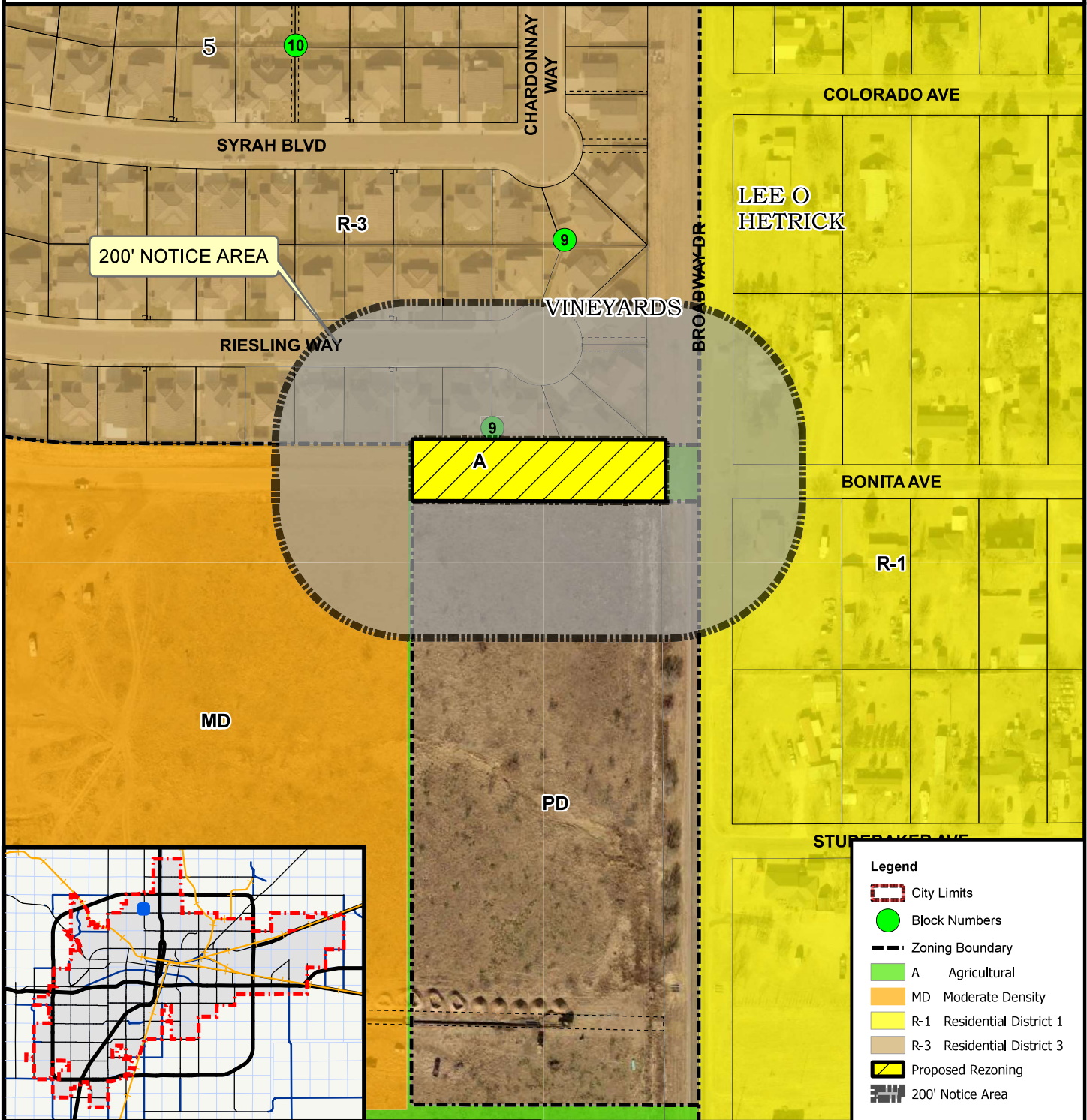
Section 191, Block 2,
A. B. & M. Survey,
Potter County, Texas

SEC Section 191

A Plat of 0.76 Acres out of Section 191,
Block 2, A. B. & M. Survey,
Potter County, Texas

SCALE: 1" = 100'	Firm No. 10090900	DRAWN BY: JA
DATE: July 2024	FILE NAME:	
OJD Engineering, L.L.C. Consulting Engineers & Surveyors 806-352-7117 2420 Lakeview Drive Amarillo, Texas 79109		DRAWING NUMBER
Rezoned from Ag to MD		

REZONING FROM A to MD



CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 200 Feet
Date: 8/13/2024
Case No: Z-24-16



Z-24-16 Rezoning of 0.76 acres of unplatted land, in Section 191, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Moderate Density District. (VICINITY: Broadway Dr. & Hastings Ave.; APPLICANT/S: OJD Engineering, LLC for FAEC Holdings 396537, LLC)

AP: M-8

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



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Business Friendly Community
Department: Planning and Development Services
Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8151

This item is a second and final reading of an ordinance annexing into the City of Amarillo, on petition of property owner, territory generally described as a 203.80 acre tract of land, being unplatted land and the west fifty feet of Tarter Avenue as dedicated in Soncy Park Unit No. 10, all in Section 62, Block 9, BS&F Survey, Randall County, Texas (APPLICANT/S: Attebury A G Testamentary Trust; VICINITY: SW 45th Ave. & Soncy Rd.)

Agenda Item Summary: Purpose: The purpose of the request is a property owner-initiated annexation for approximately 203.80 acres of land to be brought into the city limits in Randall County, Texas. The land is undeveloped except for a previously dedicated and constructed drainage channel. The developer plans a multi-phase apartment complex and a park area around an existing playa lake. A PID (public improvement district) will be proposed to maintain the park and other amenities that will benefit future residents. Based on the initial conceptual plan, approximately 89 acres of developable land is expected to be built out at a density of 18 units per acre.

Process: City Council considered a resolution on August 27 setting the date for the public hearing on the proposed annexation for this meeting (September 10) and authorizing the City Manager to execute the agreed service plan. At this stage in the process, the City Council holds a state-mandated public hearing to provide an opportunity for interested parties to comment and then considers annexing the property by ordinance.

Although state law allows a city to adopt the ordinance after the first reading and public hearing, the annexation ordinance will not be effective until the second reading due to the City Charter requiring ordinances to have two readings before the Council. The second reading of the annexation ordinance is scheduled on September 24. If approved, the agreed service plan executed by the applicant and City Manager becomes binding.

Services: The property in question would have water and sanitary sewer service upon annexation from existing mains in the area. The developer then would be responsible for the construction of future infrastructure to serve development within the 203.80 acres of land.

Regarding emergency services, it is noted that this site has sufficient fire coverage from existing fire stations in the area. The police department notes that upon annexation, routine patrols can be extended to the area. Upon full development of the area, it is estimated that approximately three additional officers and one patrol unit would be needed to cover the future projected growth.

Upon annexation, the City will begin to collect property taxes. Because the area is currently located within the Randall County Assistance District 1 -- which was passed previously by Randall County voters -- the City will not collect its typical full allocation of sales tax from the area (typically of the 8.25% sales tax rate, 2% would be left for the City, of which the Amarillo Economic Development Corporation also gets a portion). In this area, the assistance district collects 0.5% sales tax which leaves 1.5% of the typical 2% sales tax.

A map of the proposed annexation area and the executed Agreed Service Plan are attached.

Background: Annexations are subject to Chapter 43 of the Texas Local Government Code and are the primary means a city grows. They allow a municipality to provide services to developing areas, exercise regulatory authority (enacting land use control) necessary to protect public health and safety, and ensure orderly development at the fringes. Annexation also ensures the population growth on the city's periphery that benefits from access to city facilities and services shares in the tax burden associated with constructing and maintaining those facilities and services.

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

Funding Summary: If approved by Council, the City of Amarillo will begin to provide services to the area per the executed service plan upon final approval of the annexation and will also begin to collect the City's pro rata share of taxes and fees from the area.

Purchasing Summary: N/A

Community Engagement Summary: Public notices were sent as required and as of the writing of this memo, no comments have been received.

Staff Recommendation: Staff confirms that public notice has been posted as required and recommends the item for consideration by the City Council.

Attachments:

1. Ordinance No. 8151
2. Service Plan and Ordinance Exhibit A
3. Service Plan (ORD Exhibit B)
4. Location Map
5. Development Layout

ORDINANCE NO. 8151

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, IN RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNERS, TERRITORY GENERALLY DESCRIBED AS A 203.80 ACRE TRACT OF LAND LOCATED IN SECTION 62, BLOCK 9, BS&F SURVEY, RANDALL 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 September 10, 2024; 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 prorata 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 Randall County, Texas, the County Tax Assessor of Randall County, Texas, the Potter-Randall 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 10th day of September 2024; and PASSED on Second and Final Reading on this the 24th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

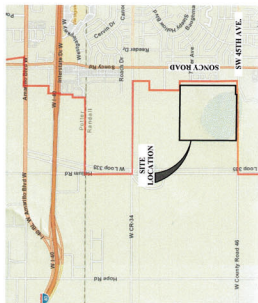
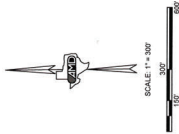


Exhibit A

A SURVEY OF
A 200.50 ACRE TRACT OF LAND
LOCATED IN SECTION 42, BLOCK 9,
B.S. & F. SURVEY, ABSTRACT No. 1483,
RANDALL COUNTY, TEXAS
(PARENT TRACT DEED RECORDED IN VOLUME 893, PAGE 33
OF THE PUBLIC PUBLIC RECORDS OF RANDALL COUNTY, TEXAS)



SURVEYOR'S REPORT:

HEAVY LINES INDICATE LIMITS OF THIS SURVEY. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF AND ENGINEERING, LLC. THIS PLAT IS THE PROPERTY OF AND ENGINEERING, LLC. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY PROHIBITED. THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT PHYSICAL MONUMENTS OF RECORD DIGNITY UNLESS SO NOTED. BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011). TEXAS BEARINGS AND COORDINATES ARE IN U.S. SURVEY FEET. THIS PLAT SHALL BE CONSIDERED AS A SURVEY OF THE CITY OF AMARILLO, TEXAS, AND THE COMMISSION SCALE FACTOR IS 0.99914802. CONVERGENCE ANGLE TO TRUE NORTH IS 0° 01' 52.00" AND THE COMMISSION SCALE FACTOR IS 0.99914802. THIS PLAT SHALL BE CONSIDERED AS A SURVEY OF THE CITY OF AMARILLO, TEXAS, AND THE COMMISSION SCALE FACTOR IS 0.99914802. CITY OF AMARILLO LIMITS SHOWN HEREON LOCATED BY SHARPEVILLE ACQUIRED FROM CITY OF AMARILLO PUBLIC DATA. 100' BUFFER ZONE AROUND SHARPEVILLE ACQUIRED FROM CITY OF AMARILLO PUBLIC DATA. SURVEY IN CONJUNCTION WITH CITY OF AMARILLO MASTER DRAINAGE PLAN.

FLOOD CERTIFICATE:

BASED ON COVERAGE PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS A PORTION OF THIS TRACT DOES LIE IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON PANEL OF THE MAP NUMBER 4832061C OF THE FLOOD INSURANCE RATE MAP OF RANDALL COUNTY, TEXAS AND INCORPORATED AREA, COMMUNITY NUMBER 48528. EFFECTIVE SPECIAL FLOOD HAZARD AREA "X", AS SHOWN HEREON, LOCATED BY SHARPEVILLE PROVIDED BY WWW.FEMA.GOV.

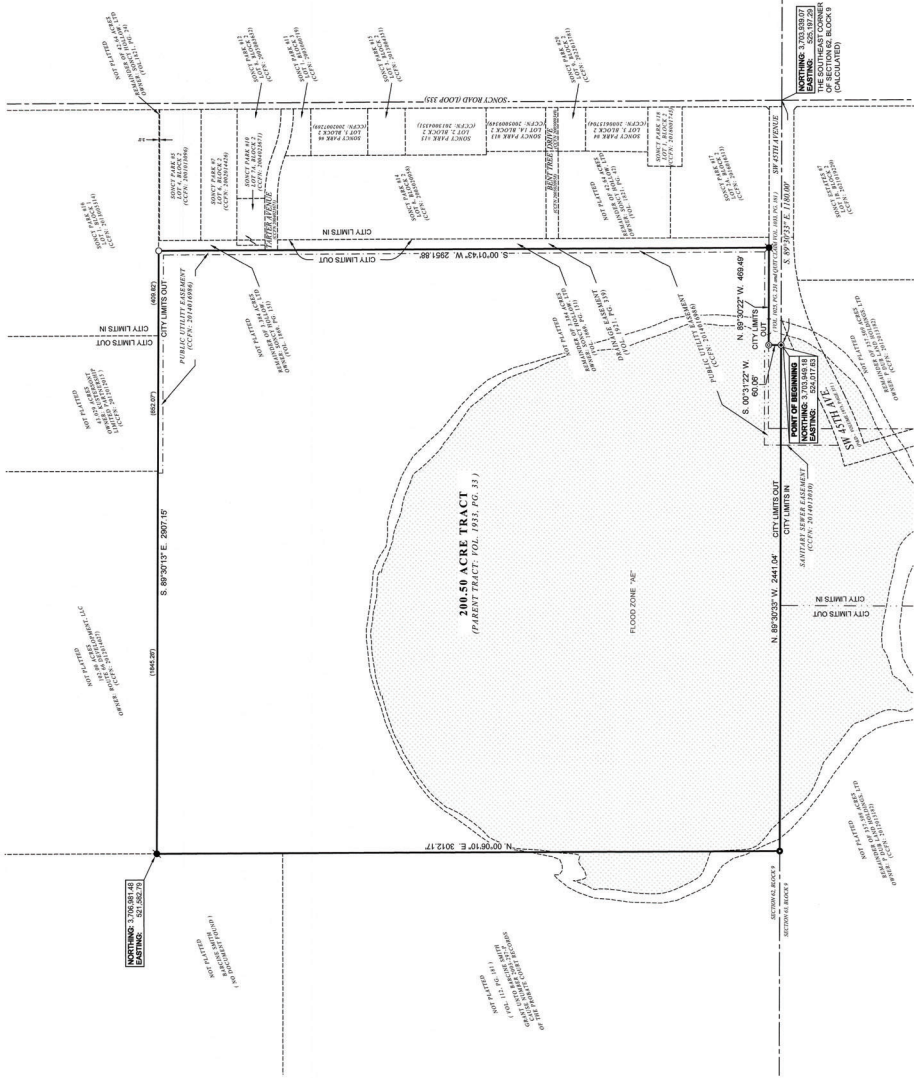
- FOUND 3/8" IRON ROD (CM)
 - FOUND 1/2" IRON ROD WITH CAP MARKED "CM"
 - FOUND 1/2" IRON ROD WITH CAP MARKED "CM"
 - FOUND 1/2" IRON ROD WITH CAP MARKED "CM"
 - FOUND 1/2" IRON ROD WITH CAP MARKED "CM"
 - SET 1/2" IRON ROD WITH CAP MARKED "AND ENGINEERING"
- PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CM = CONTROLLING MONUMENT
COW = CONTROLLING MONUMENT
ROW = RIGHT-OF-WAY
S20 = STREET DEDICATION

L. LANCAN MERRITT, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO MARTIN INGERMAN INVESTMENTS, THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED AUGUST 16, 2024



L. LANCAN MERRITT
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, REGISTRATION NUMBER 6468





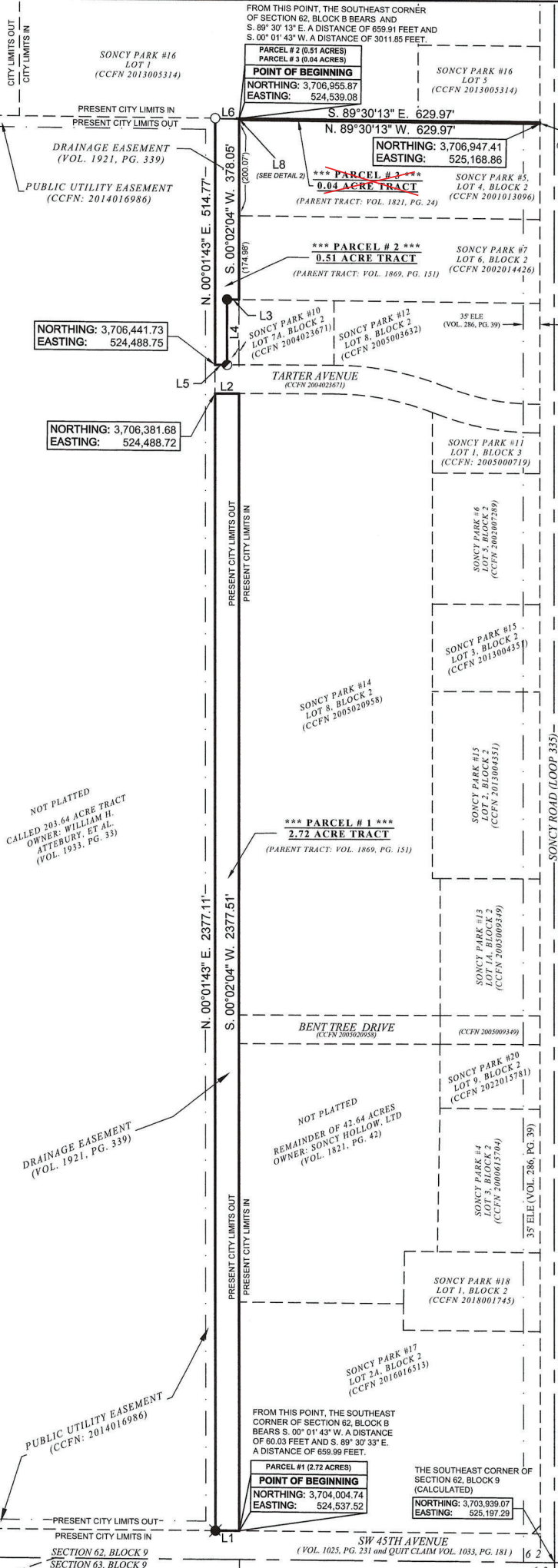
**DESCRIPTION FOR
A 200.50 ACRE TRACT OF LAND
LOCATED IN SECTION 62, BLOCK 9,
B.S. & F. SURVEY, ABSTRACT No. 1403,
RANDALL COUNTY, TEXAS**

(Sheet 2 of 2, Exhibit attached as Sheet 1)

A 200.50 acre tract of land located in Section 62, Block 9, B.S. & F. Survey, Abstract No. 1403, Randall County, Texas, being a portion of that certain tract of land conveyed to William H. Attebury (et. al.) as described in a Special Warranty Deed in Volume 1933, Page 33 of the Deed Records of Randall County, Texas (DRRCT), said 200.50 acre tract being further described by metes and bounds as follows:

- 1) **BEGINNING** at a 3/8" iron rod with a damaged yellow cap found in the south line of said Section 62 at a corner of the right-of-way of SW 45th Avenue, as described in Volume 1025, Page 231, granted in Quit Claim deed recorded in Volume 1033, Page 181 of the Deed Records of Randall County, Texas (DRRCT), in the southern boundary of the Attebury tract, and the northern boundary of a that certain 357.509 acre tract conveyed to P Dub Land Holdings, LTD, as described in a Warranty Deed in County Clerk's File Number (CCFN) 2012013182 of the OPRRCT, for the most southern southeast corner of this tract, and having coordinates of Northing: 3,703,949.18 and Easting: 524,017.63 of the Texas Coordinate System of 1983 (2011), Texas North Zone, whence the calculated Southeast corner of said Section 62 bears S. 89° 30' 33" E. a distance of 1180.00 feet and having coordinates of Northing: 3,703,939.07 and Easting: 525,197.29 of the Texas Coordinate System of 1983 (2011), Texas North Zone;
- 2) **THENCE** N. 89° 30' 33" W., along the south line of said Section 62, the south line of said Attebury tract and the north line of said 357.509 acre tract, a distance of 2441.04 feet to a 1" iron pipe found at the southeast corner of that certain tract of land described in Volume 112, Page 181 of the DRRCT and granted to Barcine Smith in Cause Number 2003-297-P, for the southwest corner of said Attebury tract and this tract;
- 3) **THENCE** N. 00° 06' 10" E., along the east line of said Smith tract and the west line of said Attebury tract, a distance of 3012.17 feet to a 1/2" iron rod with cap marked "APEX 5275-5718" found at the southwest corner of that certain 102.00 acre tract conveyed to Route 66, LLC as described in a Warranty Deed, in CCFN 2012014027 of the OPRRCT, for the Northwest corner of this tract and having coordinates of Northing: 3,706,981.48 and Easting: 521,582.79 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;
- 4) **THENCE** S. 89° 30' 13" E., along the north line of said Attebury tract, the south line of said 102.00 acre tract, at 1845.26 feet pass the common corner of said 102.00 acre tract and that certain 43.029 acre tract conveyed to Kustersont Limited Partnership described in a Correction Warranty Deed in CCFN 2012012015 of the OPRRCT, continuing along the south line of said 43.029 acre tract, at 2,497.33 feet pass the common corner of said 43.029 acre tract and the plat limits of Soncy Park #16, Lot 1, Block 1, according to the map, plat and/or dedication deed thereof recorded in CCFN 2013005314 of the OPRRCT, continuing along the south line of said Soncy Park #16 for a total distance of 2907.15 feet to a 1/2" iron rod with cap marked "AMD ENGINEERING" set at the northwest corner of that certain 3.384 acre tract of land described in a Cash Warranty Deed in Volume 1869, Page 151, of the OPRRCT, and the northeast corner of this tract;
- 5) **THENCE** S. 00° 01' 43" E., along the west boundary of said 3.384 acre tract a distance of 2951.88 feet to a 1/2" iron rod with cap marked "RPLS 4263" found in the north right-of-way line of said SW 45th Avenue, at the southwest corner of said 3.384 acre tract and the southeast corner of this tract
- 6) **THENCE** N. 89° 30' 22" W., along the north right-of-way line of said SW 45th Avenue, a distance of 469.49 feet to a 3/8" iron rod found at the northwest corner of said SW 45th Avenue right-of-way for an "ell" corner of this tract;
- 7) **THENCE** S. 00° 31' 22" W., along the west right-of-way line of said SW 45th Avenue a distance of 60.06 feet to the **POINT OF BEGINNING**. Bearings and coordinates are relative to the Texas Coordinate System of 1983 (2011), Texas North Zone, as determined by a point of origin located at Northing: 3,706,942.05 and Easting: 523,945.12. The convergence angle to True North is (-)01° 15' 23.05" and the combined scale factor is 0.999745875. Distances are at surface, in U.S. Survey feet.

240065 – Soncy Apartments



SURVEY OF
A 2.72 ACRE TRACT, A 0.51 ACRE TRACT
~~AND A 0.04 ACRE TRACT~~ OF LAND IN
SECTION 62, BLOCK 9,
B.S. & F. SURVEY, ABSTRACT NO. 1403,
RANDALL COUNTY, TEXAS



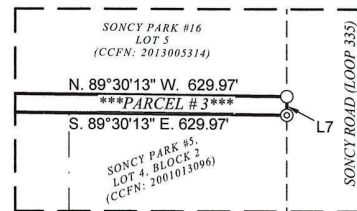
- = FOUND 1/2" IRON ROD (CM)
- ⊙ = FOUND 1/2" IRON ROD WITH A CAP MARKED "FURMAN 5374" (CM)
- ⊙ = FOUND 1/2" IRON ROD WITH A CAP MARKED "KEYS RPLS 2507" (PMRD)
- ⊙ = FOUND 1/2" IRON ROD WITH A CAP MARKED "RPLS 4263" (PMRD)
- = SET 1/2" IRON ROD WITH A CAP MARKED "AMD ENGINEERING"

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CM = CONTROLLING MONUMENT
CCFN = COUNTY CLERK'S FILE NUMBER
ELE = ELECTRIC LINE EASEMENT

SCALE: 1" = 200'



LINE	BEARING	DISTANCE
L1	N. 89°30'22" W.	49.79'
L2	S. 89°57'29" E.	50.02'
L3	N. 89°28'41" W.	25.00'
L4	S. 00°02'04" W.	136.53'
L5	N. 89°57'29" W.	25.03'
L6	S. 89°30'13" E.	50.08'
L7	S. 00°00'57" W.	3.00'
L8	N. 00°02'04" E.	3.00'



DETAIL 1

SCALE: 1" = 20'



DETAIL 2

SCALE: 1" = 20'

SURVEYOR'S REPORT

HEAVY LINES INDICATE LIMITS OF THIS SURVEY.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY AMD ENGINEERING, LLC.

THIS PLAT IS THE PROPERTY OF AMD ENGINEERING, LLC. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF AMD ENGINEERING, LLC. THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT. MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH ZONE, AS DETERMINED BY A POINT OF ORIGIN LOCATED AT NORTHING: 3,706,942.05 AND EASTING: 523,945.12. THE CONVERGENCE ANGLE TO TRUE NORTH IS (-) 01°15'23.05" AND THE COMBINED SCALE FACTOR IS 0.999745875.

DISTANCES SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.

THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE AND SEAL. CITY OF AMARILLO LIMITS SHOWN HEREON, LOCATED BY SHAPEFILE ACQUIRED FROM CITY OF AMARILLO PUBLIC DATA.

I, LANDON MERRITT, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: AUGUST 16, 2024

[Signature]
08/20/2024



LANDON MERRITT
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, REGISTRATION NUMBER 6466

SHEET 1 OF 4, DESCRIPTION ATTACHED AS SHEETS 2-4 OF 4



AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424

CIVIL ENGINEERING
LAND SURVEYING

Phone: 806-771-5976
Fax: 806-771-7625
TBPELS Reg. # 10178500

Accuracy - Efficiency - Integrity

PREPARED FOR: MARTIN INDERMAN INVESTMENTS

G.F.#: 66905-JW
JOB NUMBER: 240065-003.5

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**SURVEY OF A
A 2.72 ACRE TRACT, A 0.51 ACRE TRACT AND
A 0.04 ACRE TRACT OF LAND
LOCATED IN SECTION 62, BLOCK 9,
B.S. & F. SURVEY, ABSTRACT No. 1403,
RANDALL COUNTY, TEXAS**

(Sheets 2-4 of 4, Exhibit attached as Sheet 1)

***** PARCEL 1- 2.72 ACRE TRACT*****

A 2.72 acre tract of land located in Section 62, Block 9, B.S. & F. Survey, Abstract No. 1403, Randall County, Texas, and being a portion of that certain 3.384 acre tract of land conveyed to Soncy Hollow, LTD in a Cash Warranty Deed recorded in Volume 1869, Page 151 of the Official Public Records of Randall County, Texas (OPRRCT), said 2.72 acre tract of land being further described by metes and bounds as follows:

BEGINNING at a point in the north right-of-way line of SW 45th Avenue as described in a Judgement of the Court in Absence of Objections recorded in Volume 1025, Page 231 of the Deed Records of Randall County, Texas (DRRCT) and in a Quitclaim Deed recorded in Volume 1033, Page 181 of the DRRCT, for the southeast corner of said 3.384 acre tract and this tract and having coordinates of Northing: 3,704,004.74 and Easting: 524,537.52 of the Texas Coordinate System of 1983 (2011), Texas North Zone, whence a 1/2" iron rod bears South 0.24 feet, and from said southeast corner the calculated southeast corner of said Section 62 bears S. 00° 01' 43" W. a distance of 60.03 feet and S. 89° 30' 33" E. a distance of 659.99 feet and having coordinates of Northing: 3,703,939.07 and Easting: 525,197.29 of the Texas Coordinate System of 1983 (2011), Texas North Zone;

THENCE N. 89° 30' 22" W., along the north right-of-way line of said SW 45th Avenue and the south line of said 3.384 acre tract, a distance of 49.79 feet to a 1/2" iron rod with a cap marked "RPLS 4263" found for the eastern southeast corner of that certain called 203.64 acre tract of land conveyed to William H. Attebury, et. al. in a Special Warranty Deed Recorded in Volume 1933, Page 33 of the DRRCT and the southwest corner of said 3.384 acre tract and this tract;

THENCE N. 00° 01' 43" E., along the common line of said 203.64 acre tract and said 3.384 acre tract, a distance of 2377.11 feet to a point in the south right-of-way line of Tarter Avenue, as dedicated with the plat of Soncy Park Unit No. 10, as described by the map, plat and/or dedication deed thereof recorded in County Clerk's File Number (CCFN) 2004023671 of the ORPRCT for the northwest corner of this tract and having coordinates of Northing: 3,706,381.68 and Easting: 524,488.72 of the Texas Coordinate System of 1983 (2011), Texas North Zone, whence a 1/2" iron rod with a cap marked "AMD ENGINEERING" set for the northwest corner of a 0.51 acre tract, surveyed same date herewith, bears N. 00° 01' 43" E. a distance of 574.77 feet;

THENCE S. 89° 57' 29" E., along the south right-of-way line of said Tarter Avenue, a distance of 50.02 feet to a point in the east line of said 3.384 acre tract for the northeast corner of this tract, whence a 1/2" iron rod with a cap marked "H.H. RPLS 5377" bears N. 47° 48' 00" E. a distance of 0.39 feet;

THENCE S. 00° 02' 04" W., along the east line of said 3.384 acre tract, a distance of 2377.51 feet to the **POINT OF BEGINNING**.

***** PARCEL 2- 0.51 ACRE TRACT*****

A 0.51 acre tract of land located in Section 62, Block 9, B.S. & F. Survey, Abstract No. 1403, Randall County, Texas, and being a portion of said 3.384 acre tract, said 0.51 acre tract of land being further described by metes and bounds as follows:



BEGINNING at a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south line of Soncy Park Unit No. 16, as described by the map, plat and/or dedication deed thereof recorded in CCFN 2013005314 of the OPRLC and the northwest corner of a 0.04 acre tract of land, surveyed same date herewith, for the northeast corner of said 3.384 acre tract and this tract and having coordinates of Northing: 3,706,955.87 and Easting: 524,539.08 of the Texas Coordinate System of 1983 (2011), Texas North Zone, whence the calculated southeast corner of said Section 62 bears S. 89° 30' 13" E. a distance of 659.91 feet and S. 00° 01' 43" W. a distance of 3011.85 feet and having coordinates of Northing: 3,703,939.07 and Easting: 525,197.29 of the Texas Coordinate System of 1983 (2011), Texas North Zone;

THENCE S. 00° 02' 04" W., along the east line of said 3.384 acre tract, at a distance of 3.00 feet, pass a 1/2" iron rod with a cap marked "KEYS RPLS 2507" found for the southwest corner of said 0.04 acre tract, continuing for a total distance of 378.05 feet to a point in the north line of said Soncy Park, Unit No. 10, for the eastern southeast corner of this tract;

THENCE N. 89° 28' 41" W. a distance of 25.00 feet to a 1/2" iron rod found for the northwest corner of said Soncy Park, Unit No. 10 and an ell corner of this tract;

THENCE S. 00° 02' 04" W., along the west line of said Soncy Park, Unit No. 10, a distance of 136.53 feet to a 1/2" iron rod with a cap marked "FURMAN 5374" found in the north right-of-way line of said Tarter Avenue for the southern southeast corner of this tract;

THENCE N. 89° 57' 29" W., along the north right-of-way line of said Tarter Avenue, a distance of 25.03 feet to a point in the west line of said 203.64 acre tract and the west line of said 3.384 acre tract for the southwest corner of this tract and having coordinates of Northing: 3,706,441.73 and Easting: 524,488.75 of the Texas Coordinate System of 1983 (2011), Texas North Zone, whence a 1/2" iron rod with a cap marked "RPLS 4263" found for the southwest corner of a 2.72 acre tract, surveyed same date herewith, bears S. 00° 01' 43" W. a distance of 2437.11 feet;

THENCE N. 00° 01' 43" E., along the common line of said 203.64 acre tract and said 3.384 acre tract, a distance of 514.77 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south line of said Soncy Park, Unit No. 16 and the north common corner of said 203.64 and 3.384 tracts for the northwest corner of this tract;

THENCE S. 89° 30' 13" E. a distance of 50.08 feet to the **POINT OF BEGINNING**.

*** PARCEL 3- 0.04 ACRE TRACT***

A 0.04 acre tract of land located in Section 62, Block 9, B.S. & F. Survey, Abstract No. 1403, Randall County, Texas, and being a portion of that certain 42.64 acre tract of land conveyed to Soncy Hollow, LTD in a Correction Cash Warranty Deed recorded in Volume 1821, Page 24 of the Official Public Records of Randall County, Texas (OPRRCT), said 0.04 acre tract of land being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the south line of said Soncy Park Unit No. 16, as described by the map, plat and/or dedication deed thereof recorded in CCFN 2013005314 of the OPRLC and the northwest corner of a 0.04 acre tract of land, surveyed same date herewith, for the northeast corner of said 3.384 acre tract and this tract and having coordinates of Northing: 3,706,955.87 and Easting: 524,539.08 of the Texas Coordinate System of 1983 (2011), Texas North Zone, whence the calculated southeast corner of said Section 62 bears S. 89° 30' 13" E. a distance of 659.91 feet and S. 00° 01' 43" W. a distance of 3011.85 feet and having coordinates of Northing: 3,703,939.07 and Easting: 525,197.29 of the Texas Coordinate System of 1983 (2011), Texas North Zone;

THENCE S. 89° 30' 13" E., along the common line of said Soncy Park, Unit No. 16 and said 42.64 acre tract, a distance of 629.97 feet to a 1/2" iron rod with a cap marked "AMD ENGINEERING" set in the west right-of-way line of Soncy Road, no dedication found, for the northeast corner of said 42.64 acre tract and this tract;

Staff Note: Parcel 3 - 0.04 acre tract is not included in the boundary of this annexation as it is already in the City Limits.



~~THENCE S.00° 00' 57" W., along the west right-of-way line of said Soncy Road, a distance of 3.00 feet to a 1/2" iron rod with a cap marked "KEYS RPLS 2507" found in the north line of Soncy Park, Unit No. 5, as described by the map, plat and/or dedication deed thereof recorded in CCFN 2001013096 of the OPRRCT for the southeast corner of this tract and having coordinates of Northing: 3,706,947.41 and Easting: 525,168.86 of the Texas Coordinate System of 1983 (2011), Texas North Zone;~~

~~THENCE N. 89° 30' 13" W., along the north line of said Soncy Park, Unit No. 5, a distance of 629.97 feet to a 1/2" iron rod with a cap marked "KEYS RPLS 2507" found in the east line of said 3.384 acre tract for the southwest corner of this tract;~~

~~THENCE N. 00° 02' 04" E. a distance of 3.00 feet to the **POINT OF BEGINNING.**~~

Bearings and coordinates are relative to the Texas Coordinate System of 1983 (2011), Texas North Zone, as determined by a point of origin located at Northing: 3,706,942.05 and Easting: 523,945.12. The convergence angle to True North is (-)01° 15' 23.05" and the combined scale factor is 0.999745875. Distances are at surface, in U.S. Survey feet.

240065 – Soncy Annexation Boundary



**DESCRIPTION FOR PROPOSED ANNEXATION
THE WEST 50 ± FEET OF TARTER AVENUE,
SONCY PARK UNIT NO. 10,
AN ADDITION TO THE CITY OF AMARILLO,
RANDALL COUNTY, TEXAS**

The west 50 ± feet of Tarter Avenue as dedicated with the plat of Soncy Park Unit No. 10, an addition to the City of Amarillo, Randall County, Texas, as described by the map, plat and/or dedication deed recorded in County Clerk's File Number 2004023671 of the Official Public Records of Randall County, Texas, being situated in Section 62, Block 9, B.S. & F. Survey, Abstract Number 1403, Randall County, Texas. Said west 50 ± feet of Tarter Avenue being all of that portion of Tarter Avenue that lies outside of the Amarillo City Limits.

Upon approval of annexation, all of said Tarter Avenue to be within Amarillo City Limits.

I, Landon Merritt, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed August 16, 2024

 08/20/2024



Landon Merritt
Registered Professional Land Surveyor,
State of Texas, Seal No. 6466

240065 – Soncy Annexation

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS
AND
ATTEBURY A G TESTAMENTARY TRUST

This Municipal Services Agreement ("Agreement") is entered into on 3 day of September, 2024 by and between the City of Amarillo, Texas, a home-rule municipality of the State of Texas, ("City") and ATTEBURY A G TESTAMENTARY TRUST ("Owner"). The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owner owns certain parcels of land situated in Randall County, Texas, which consists of approximately 203.73 +/- acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation and execution of this Agreement are subject to approval by the Amarillo City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. PROPERTY. This Agreement is only applicable to the Property, which is the subject of the Annexation application as described herein.

2. INTENT. It is the intent of the City that this Agreement provide for the delivery of available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law. For purposes of this Agreement, "municipal services" means services provided by the City within its full-purpose boundaries, including water and wastewater services and excluding gas or electrical service.

3. MUNICIPAL SERVICES.

a. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and Owner or property owner participation in accordance with this Agreement and applicable city ordinances, rules, regulations, and policies.

FIRE

Existing Services:

None

Services to be Provided:

Fire suppression, prevention, and first response Emergency Medical Services (EMS) will be available to the area upon annexation. Primary fire response will be provided by Fire Station

#2, located at 9000 SW 34th Ave. The entire proposed annexation is inside the current Fire Station #2 ISO circle and all of the proposed annexation is within a 4-minute response time. Fire prevention and fire inspection activities will be provided by the Amarillo Fire Department Fire Marshal's Office as needed.

POLICE

Existing Services:

None

Services to be Provided:

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

Upon development of this area, it is anticipated that three additional officers and one additional patrol unit will be needed for this area.

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 already extends 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:

The Parks Master Plan (approved by Council on 9/28/2021) recommends the following Park Dedication Requirements (Additional guidance may be found in Appendix E of the Parks Master Plan):

Owners shall provide a minimum of 2.2 acres of developed park land per 1,000 residents for neighborhood and community parks. The City has discretion in how it divides this acreage

between sub-types of parks (small neighborhood park, large neighborhood park, multi-purpose community park and Special Use Community Parks). The City may collect any portion of this acreage in form of fees in-lieu of park land.

At the applicant's request, the City may approve compliance through other alternatives.

Unless requested by the applicant, the maintenance of the parks will be provided by the City upon acceptance and completion of the required warranty period. Existing contracts (landscape maintenance, forestry, etc.) will be amended to cover any parks to be maintained by the City. Park maintenance will require one additional employee to assist with litter route and general park upkeep.

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 annual budget appropriations.

ENV. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services:

Sanitary nuisances (limited), On-Site Sewage Facilities

Services to be Provided:

The Amarillo Area Public Health District will implement our vector control (mosquito control) program within the proposed area. As the city experiences growth, sanitary nuisance enforcement/abatement is expected to grow, and additional resources may be needed to maintain current levels of service.

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: An approximately fifty foot by sixty foot portion of Tarter Ave. right-of-way exists within the annexation boundary.

Developers will provide streets and alleys within the area to be annexed at their own expense. Construction of all streets and alleys shall comply fully with City of Amarillo Street Standard Specifications. Maintenance to any future 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. Haul routes of individual units shall be identified in the preliminary plan, designed for construction traffic and submitted as part

of the construction plans for each unit.

Tarter Ave. and Bent Tree Dr. will be required to be extended and must be shown in the preliminary plan.

There is one adjacent Section Line Arterial right-of-way that will need to be dedicated and/or improved as detailed below:

45th Avenue: There is currently a total right-of-way width of 120ft. that terminates the intersection with Ascension Pkwy.

45th Avenue will be required to be improved to a 45' back-to-back section where the right-of-way is adjacent to the annexation property. These improvements must take place before platting of the annexation property.

STORM WATER MANAGEMENT

Existing Services:

None

Services to be Provided:

The owners will provide storm water drainage at their own expense within the subdivision and 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 Specifications. The City will then maintain the drainage facilities upon approval.

The city's Storm Water Management Master Plan has identified the base flood elevation (BFE) of playa #3 as 3710.7'. This BFE was generated using an SCS weighted curve number of 87.3. The owners will be required to submit a drainage report that shows what curve number their proposed development will meet. If a curve number higher than 87.3 is determined, then material will have to be excavated and removed from playa #3 to maintain the BFE of 3710.7'.

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

STREET LIGHTING

Existing Services:

None

Services to be Provided:

All street lighting will be provided by the owners 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 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 95 individual sign pole installations will be required.

WATER SERVICE

Existing Services: The proposed annexation is currently served by a 12" water main in Tarter Ave., an 8" water main in Bent Tree Dr. and a 12" water main in 45th Avenue.

Services to be Provided: As development occurs, the Developer is responsible for construction of water mains within the subdivision. Any upsizing based on development needs within the proposed annexation area is the responsibility of the Developer.

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:

The proposed annexation is currently served by a 21" sewer main along the entire east boundary of the annexation area

Services to be Provided:

As development occurs, the owners will be responsible for the construction of sanitary sewer mains within the subdivision. Any upsizing based on development needs within the proposed annexation area is the responsibility of the owners.

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:

Upon annexation and/or as developments occurs, solid waste collection shall be provided to the area of annexation in accordance with the present City Ordinance. Service shall begin with occupancy of structures.

With this area to be annexed being anticipated to largely be commercial in nature, property owners within this area are able to contract out solid waste service to third parties if desired. The City will provide service as requested within the area.

TRANSIT

Existing Services:

None

Services to be Provided:

Transit services are currently available along Soncy Road. As this area undergoes development and annexation, additional services will be evaluated and potentially implemented based on demand.

As the residential area around the site grows and the amount and type of jobs are identified additional resources may be needed to serve the area. Service in the area would be based upon both residential demand and the number of jobs created by the annexation.

AMARILLO AREA OFFICE OF EMERGENCY MANAGEMENT

Existing Services:

The area is within Potter County and is served by the Amarillo Area Office of Emergency Management through the interjurisdictional agreement between the City of Amarillo and Potter County to provide Emergency Management Services and act as the Emergency Management Coordinator.

Services to be provided:

There will be no change to the existing services provided by the Amarillo Area Office of Emergency Management. The area currently has sufficient outdoor warning siren coverage and will not require addition sirens.

4. GENERAL CONSIDERATIONS

a. Commencing on the Effective Date, the City will provide to the Property all services provided by the City within its full-purpose boundaries and not otherwise listed above, except as provided in herein.

b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies and applicable law and at rates established by City ordinances for such services.

c. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

d. Owner/Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

5. SERVICE LEVEL. The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

6. AUTHORITY. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

7. SEVERABILITY. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

8. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal Owner-Initiated Annexation Service Agreement bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

9. GOVERNING LAW AND VENUE. Venue shall be in the state courts located in Potter County, Texas or the United States District Court for the Northern District of Texas, Amarillo Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

10. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

11. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

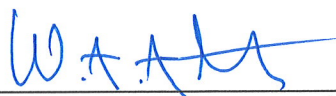
12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

14. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

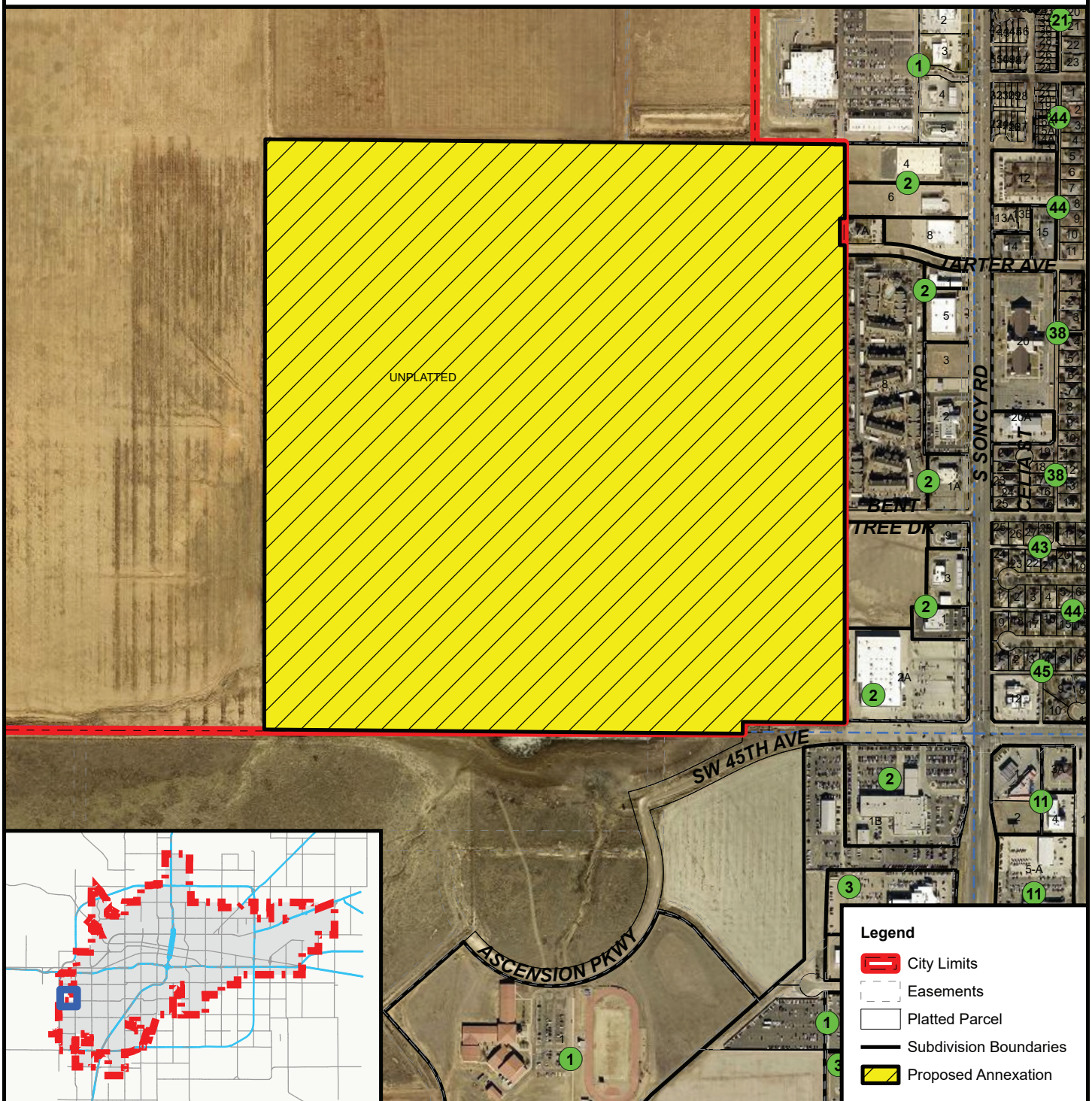

W.A. A. Testa Agent & Attorney in Fact for
Administration of Trustee Nancy A. Russell (Name and Title)
ATTEBURY A G TESTAMENTARY TRUST

Date: 8/20/2024


Grayson Path, City Manager
City of Amarillo, Texas

Date: 9/3/2024

PROPOSED ANNEXATION OF 203.80 ACRES



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 700 Feet
Date: 8/21/2024
Case No: A-24-02



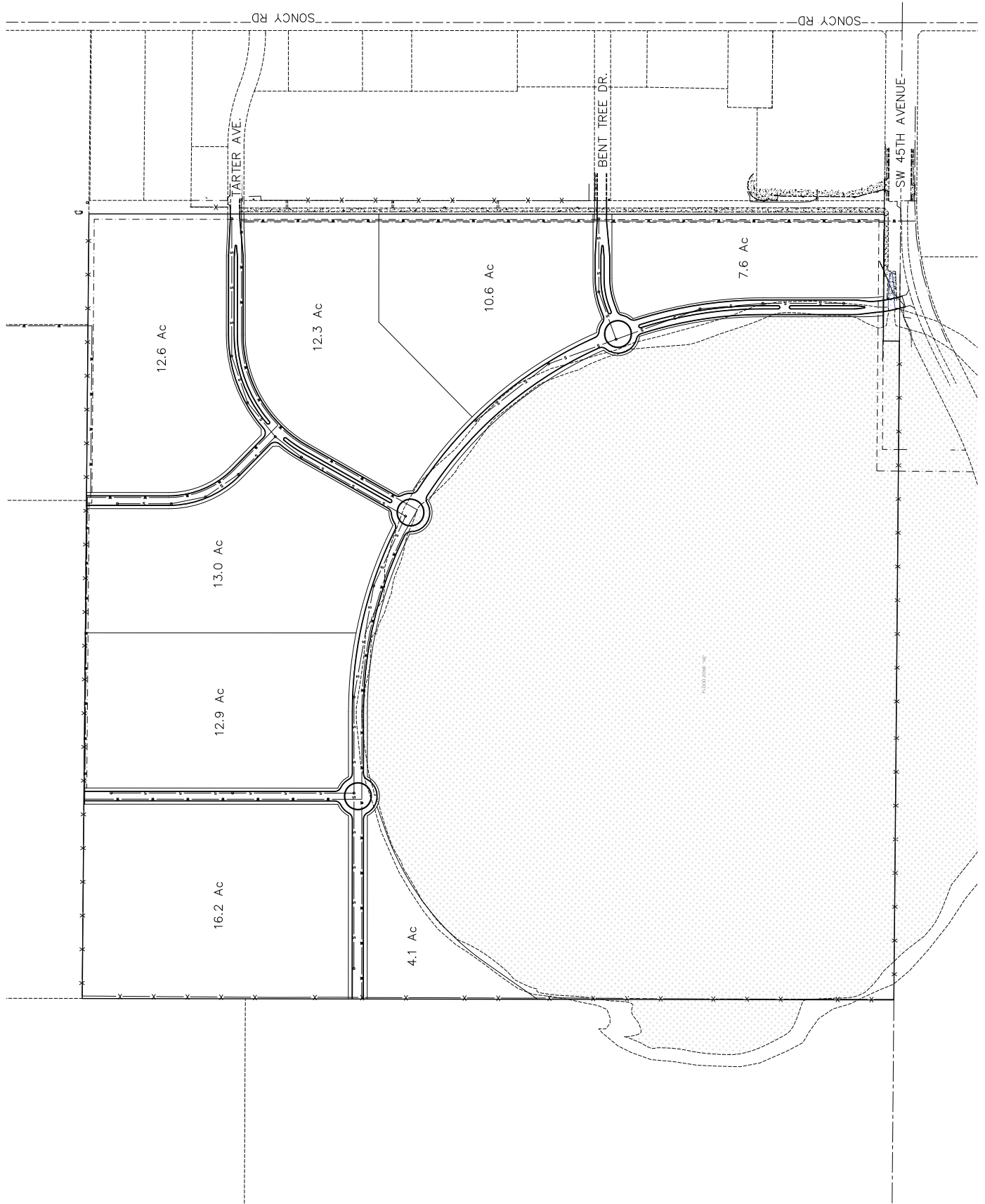
Annexation of a 203.80 acre tract of land in Section 62, Block 9, BS&F Survey, Randall County, Texas.

Vicinity: SW 45th Ave. and Soncy Rd.

Applicant: AMD Engineering, LLC for WA Attebury

AP: H-14

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





Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Fiscal Responsibility
Department: City Manager's Office
Contact Person: Laura Storrs, Assistant City Manager and CFO

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

This resolution denies Southwestern Public Service Company's (SPS) proposed surcharge in rates; authorizes the City's continued participation with other cities in the Alliance of Xcel Municipalities ("AXM") to direct the activities of lawyers and consultants; authorizes the hiring of attorneys and consultants; authorizes the intervention and participation in related rate proceedings; and requires reimbursement of reasonable legal and consultant expenses.

Agenda Item Summary: BACKGROUND

On July 16, 2024, Southwestern Public Service Company ("SPS") filed an application with the City seeking authority to implement a surcharge in the amount of \$41,366,710, including interest, to recover the additional amount of revenue that SPS would have received during the period from July 13, 2023 through January 31, 2024 ("Relate Back Period") if the rates approved in Docket No. 54634 had been in effect during that time.

Under state law SPS has the right to recover revenue for what is called the "Relate-Back Period." The Relate-Back Period is the period of time from the 155th day after a utility files a rate case to the date of the PUCT's final order in that rate case.

Docket No. 54634 is the case number the Public Utility Commission of Texas ("PUCT") assigned to SPS's most recent general rate case in which the PUCT issued its final order on April 11, 2024. In Docket No. 54634, SPS requested an increase of about \$148.5 million. Ultimately the parties, including the Alliance of Xcel Municipalities ("AXM"), reached a settlement for an increase in base rates of \$65.0 million.

Furthermore, SPS is seeking to true-up a net *credit* of \$4,926,779 associated with Docket No. 53766, thus bringing the surcharge it seeks in its pending application to a net amount of \$36,439,931.

SPS proposes to implement the net surcharge over a one-year period, from October 1, 2024 through September 30, 2025, and to true up the amounts actually surcharged or refunded against the amounts authorized by the Commission to be surcharged or refunded.

CITY ACTION REQUIRED

AXM's Special Counsel recommends that the City, as part of AXM, deny SPS's application for its proposed surcharge. A denial is the more expeditious process to address SPS's application. A denial by the City means that SPS will appeal the City's decision to the PUCT and the PUCT ultimately will issue an order on the amount of the final surcharge for SPS to implement.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS

SPS filed its surcharge application with the City and with the PUCT on the same date, July 16, 2024. It is important to participate in the proceedings before the PUCT because the PUCT's decision will impact the surcharge SPS will charge customers within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Commission as well as any appeals taken from the Commission's decision.

REPRESENTATION AND PARTICIPATION IN AXM:

The law firm of Herrera Law and Associates, PLLC has previously represented the City and its participation in the coalition of cities named the Alliance of Xcel Municipalities ("AXM") in rate matters involving SPS, including SPS's most recent general rate case and its pending fuel-factor cases. The accompanying Resolution authorizes continued retention of Herrera Law & Associates, PLLC as Special Counsel and continued participation in the AXM coalition.

RATE CASE EXPENSES:

SPS's application to implement a surcharge is a ratemaking proceeding. Thus, under state law, the Alliance of Xcel Municipalities' reasonable rate case expenses are subject to reimbursement by the Company.

RECOMMENDATION: DENY SPS'S RATE INCREASE REQUEST

AXM's Special Counsel recommends that the City deny SPS's request for a surcharge. If the City denies SPS's request, SPS will appeal that decision to the Public Utility Commission of Texas and the PUCT will issue a final decision on the amount of SPS's surcharge.

The City must take action no later than October 1, 2024.

Requested Action: AXM's Special Counsel recommends that the City, as part of AXM, deny SPS's application for its proposed surcharge. A denial is the more expeditious process to address SPS's application. A denial by the City means that SPS will appeal the City's decision to the PUCT and the PUCT ultimately will issue an order on the amount of the final surcharge for SPS to implement.

Funding Summary: SPS's application to implement a surcharge is a ratemaking proceeding. Thus, under state law, the Alliance of Xcel Municipalities' reasonable rate case expenses are subject to reimbursement by the Company.

Purchasing Summary:

Community Engagement Summary: N/A

Staff Recommendation: Approve the resolution as presented.

Attachments: 1. Resolution No. 09-24-24-1

RESOLUTION NO. 09-24-24-1

A RESOLUTION BY THE CITY OF AMARILLO, TEXAS (“CITY”) DENYING SOUTHWESTERN PUBLIC SERVICE COMPANY’S PROPOSED SURCHARGE IN CONNECTION WITH FINAL RATES APPROVED RELATED TO ITS STATEMENT OF INTENT SUBMITTED ON ABOUT FEBRUARY 8, 2023; AUTHORIZING THE CITY’S CONTINUED PARTICIPATION WITH OTHER CITIES IN THE ALLIANCE OF XCEL MUNICIPALITIES (“AXM”) AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

WHEREAS, Southwestern Public Service Company (“SPS” or the “Company”) filed a Statement of Intent with the City and with the Public Utility Commission of Texas (“PUC”) on or about February 8, 2023, to increase its base revenues for its Texas retail service area by approximately \$148.5 million; and

WHEREAS, the Public Utility Commission of Texas (“PUC”) approved a settlement reached by SPS, the Alliance of Xcel Municipalities (“AXM”), and other parties granting SPS an increase of \$65.0 million; and

WHEREAS, under state law and under the terms of the settlement reached in SPS’s general rate case, SPS filed its request for a net surcharge of about \$36.4 million, including interest related to PUC Docket Nos. 54634 and 53766; and

WHEREAS, SPS also proposes to implement the net surcharge over a one-year period, from October 1, 2024 through September 30, 2025, and to true up the amounts actually surcharged or refunded against the amounts authorized by the Commission to be surcharged or refunded; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over SPS’s rates, operations, and services within the municipality; and

WHEREAS, under PURA § 33.025(a), the City has standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the City; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating SPS’s rate request and its changes in tariffs it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by SPS to change rates, has in the past joined with other local regulatory authorities to form the Alliance of Xcel Municipalities (“AXM”) and hereby continues its participation in AXM; and

WHEREAS, SPS’s request for a surcharge consists of numerous complex calculations premised on various billing determinants and corresponding rates; and

WHEREAS, after review of SPS’s application for a surcharge, SPS failed to establish that its requested surcharge is just and reasonable.

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

SECTION 1. The findings set out in the preamble are in all things hereby approved.

SECTION 2. SPS’s application fails to provide sufficient information to justify the adoption of SPS’s proposed surcharges and thus SPS failed to show that its proposed surcharges are just and reasonable.

SECTION 3. The City hereby DENIES SPS’s proposed surcharges.

SECTION 4. The City authorizes intervention in proceedings related to SPS’s application before the Public Utility Commission of Texas and any related proceedings in any courts of law.

SECTION 5. The City continues its participation with other cities in a coalition of cities known as the Alliance of Xcel Municipalities (“AXM”) with the understanding that the Steering Committee of AXM is to provide direction and guidance to Special Counsel representing AXM.

SECTION 6. The City, as part of AXM, hereby retains Herrera Law & Associates, PLLC as Special Counsel to represent the City with regard to SPS’s requested increase in rates and related proceedings before local and state regulatory authorities and any court of law and authorizes Special Counsel to employ such rate experts as may be necessary for review and evaluation of SPS’s rate application.

SECTION 7. The City, in coordination with the Steering Committee, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to SPS for reimbursement.

SECTION 8. SPS shall reimburse the City on a monthly basis, through AXM's coordinating city, the City of Amarillo, Texas, for the reasonable costs of attorneys and consultants and expenses related thereto, upon the presentation of invoices reviewed by the City of Amarillo.

SECTION 9. The City Secretary or other appropriate city official shall provide a copy of this Resolution to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, P.O. Box 302799, Austin, Texas 78703, and as a courtesy, provide SPS a copy of this Resolution by sending a copy of the Resolution to Jeremiah W. Cunningham, Rate Case Manager, Southwestern Public Service Company, 790 S. Buchanan St. Amarillo, Texas 79101.

SECTION 10. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 11. To the extent any Resolution previously adopted by the City is inconsistent with this Resolution, it is hereby superseded.

SECTION 12. The findings set out in the preamble are in all things hereby approved.

SECTION 13. This Resolution shall become effective from and after its passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 24th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: September 24, 2024

Council Priority: Fiscal Responsibility
Infrastructure
Technology and Innovation

Department: Public Works

Contact Person: Donny Hooper, Managing Director of Public Works

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 09-24-24-2

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.

Agenda Item Summary: This item considers a resolution authorizing the Advance Funding Agreement (AFA) for the Highway Safety Improvement Program with the Texas Department of Transportation (TxDOT) for transportation improvements estimated to cost \$773,108.00. The AFA will allocate costs of the improvements based on federal \$701,661.00 and state funding of \$3,435.00 and local participation from the city of \$68,012.00 and any costs over the estimated bid. Intersections for Phase III (1) Washington St. at 34th; (2) Bell at 45th Ave.; (3) Osage at 27th Ave.; (4) Western St. at Wolflin Ave.; (5) Western St. at Plains Blvd.; and (6) Western St. at Olsen.

Requested Action: Requesting Council to consider and approve resolution for Advance Funding Agreement for Highway Safety Improvement Program (Off System) Phase IV with TxDOT to install and the City of Amarillo to operate and maintain signals in TxDOT right of way but inside the City Limits.

Funding Summary: Texas Department of Transportation (TxDOT) and the City of Amarillo (COA) in the total amount of approximately Seven Hundred Seventy Three Thousand One Hundred Eight and No/100 Dollars (\$773,108.00), the Agreement allocates costs based on 100% federal funding (\$701,661.00) with 0% local funding until the federal funding reaches the maximum amount obligated to this Project; the City of Amarillo will participate in the amount of \$68,012.00 (\$38,012 in cash and \$30,000 in design) and any costs over the estimated bid

Purchasing Summary:

Community Engagement Summary: The City will work with TXDOT to produce media releases to inform the public of the upcoming installations.

Staff Recommendation: The TXDOT District office as well as the City Traffic Staff recommends approval of the resolution for agreement for TxDOT to install and the City of Amarillo to maintain it when construction has ended.

Attachments:

1. Resolution No. 09-24-24-2
2. 1 AFA LongGen Signature Pages_CSJ 0904-00-219

RESOLUTION NO. 09-24-24-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO AUTHORIZING AN ADVANCE FUNDING AGREEMENT FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR TRANSPORTATION IMPROVEMENTS WITHIN THE SPECIFIED PROGRAM; 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 transportation improvements in the total amount of approximately Seven Hundred Seventy-Three Thousand One Hundred Eight and No/100 Dollars (\$773,108.00), attached hereto and incorporated herein; and

WHEREAS, the Agreement allocates costs based on 100% federal funding for approximately Seven Hundred Seventy-Three Thousand One Hundred Eight and No/100 Dollars (\$773,108.00) with 0% local funding until the federal funding reaches the maximum amount obligated to this Project. The local government will then be responsible for 100% funding to complete the Project; and

WHEREAS, the State will participate at an estimated Three Thousand Four Hundred Thirty-Five and No/100 Dollars (\$3,435.00), and the COA's participation will be an initial payment to the State of Three Thousand and No/100 Dollars (\$3,000.00), and then, it will be responsible for any actual cost overruns; and

WHEREAS, the City of Amarillo will participate in an amount not to exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), and if further cost overruns are beyond said amount, then, a new resolution shall be brought before the City Council for completion of the project; and

WHEREAS, the highway safety improvement project is described as TxDOT will improve traffic signals and install flashing yellow arrows, and the COA will operate and maintain the signals in TxDOT right-of-way within the city limits; 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 Advanced Funding Agreement, attached hereto and incorporated herein, with TxDOT for the Highway Safety Improvement Program with TxDOT improving and installing traffic signals, and the COA operating and maintaining such signals in the TxDOT right-of-way at the following locations: (1) Washington St. at 34th; (2) Bell at 45th Ave.; (3) Osage at 27th Ave.; (4) Western St. at Wolflin Ave.; (5) Western St. at Plains Blvd.; and (6) Western St. at Olsen.

SECTION 3. The City of Amarillo supports funding this project from current budgeted amounts as described in the Advance Funding Agreement for Highway Safety Improvement Program Off-System and will pay the Local Participation in the amount of an initial payment to the State for Three Thousand and No/100 Dollars (\$3,000.00) with a commitment to an amount not to exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) for the local government's responsibility for 100% of the funds once the federal funding reaches the maximum amount obligated.

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
24th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

TxDOT:				Federal Highway Administration:	
CCSJ #	0904-00-219	AFA ID	Z00010266	CFDA No.	20.205
AFA CSJs	0904-00-219			CFDA Title	Highway Planning and Construction
District #	04	Code Chart 64#	01000		
Project Name	FY 25 Update Traffic Signals Off-System			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Highway Safety Improvement Program Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Amarillo**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Improve Traffic Signals and Install Flashing Yellow Arrows**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	Local Government*	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of Improve Traffic Signals and Install Flashing Yellow Arrows, Washington St at 34th Ave, Bell at 45th Ave, Osage at 27th Ave, Western St at Wolflin Ave, Western St at Plains Blvd, and Western St at Olsen as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local

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Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.

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- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. 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" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a

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subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement 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.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals.

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For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

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13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real

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property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. 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

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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.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

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20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or

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national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for

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participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. **Lobbying Certification**

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. If any funds other than federal appropriated funds have been paid or will be paid 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 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.

30. **Federal Funding Accountability and Transparency Act Requirements**

If federal funds are used, the following requirements apply:

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- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform;); and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

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

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Grayson Path

Typed or Printed Name

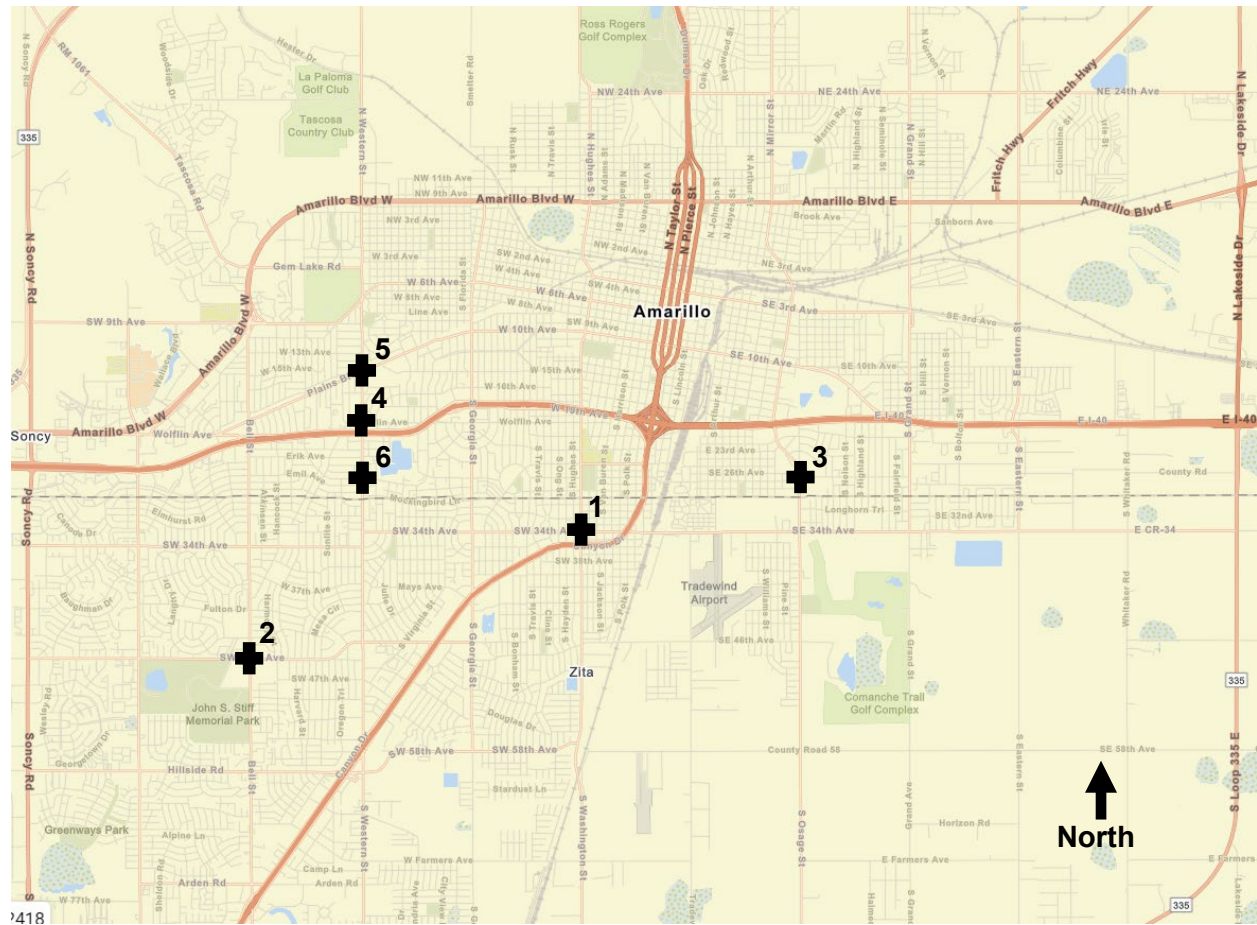
City Manager

Typed or Printed Title

Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



HSIP Project: CSJ 0904-00-219

Location: "Various"

1. Washington St at 34th Ave
2. Bell at 45th Ave
3. Osage at 27th Ave
4. Western St at Wolflin Ave
5. Western St at Plains Blvd
6. Western St at Olsen

Legend

✚ Traffic Signal Location

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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government*)	\$30,000	0%	\$0	0%	\$0	100%	\$30,000
Construction (by State)	\$681,873	100%	\$681,873	0%	\$0	0%	\$0
ENV (by State)	\$3,435	0%	\$0	100%	\$3,435	0%	\$0
ROW (by Local*)	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities (by Local*)	\$0	0%	\$0	0%	\$0	0%	\$0
Subtotal	\$715,308		\$681,873		\$3,435		\$30,000
Environmental Direct State Costs	\$1,670	0%	\$0	0%	\$0	100%	\$1,670
Right of Way Direct State Costs	\$1,500	0%	\$0	0%	\$0	100%	\$1,500
Engineering Direct State Costs	\$3,000	0%	\$0	0%	\$0	100%	\$3,000
Utility Direct State Costs	\$1,000	0%	\$0	0%	\$0	100%	\$1,000
Construction Direct State Costs	\$30,842	0%	\$0	0%	\$0	100%	\$30,842
Indirect State Costs	\$19,788	100%	\$19,788	0%	\$0	0%	\$0
TOTAL	\$773,108		\$701,661		\$3,435		\$68,012

(An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget.)

Initial payment by the Local Government to the State: \$3,000.00

Payment by the Local Government to the State before construction: \$35,012.00

Estimated total payment by the Local Government to the State \$38,012.00 This is an estimate.

The final amount of Local Government participation will be based on actual costs.



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Public Safety
Department: Police Department
Contact Person: Martin Birkenfeld, Chief of Police

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 09-24-24-3

This item considers a resolution approving participation in the Texas Department of Transportation Selective Traffic Enforcement Program Commercial Motor Vehicle (STEP CMV) grant, providing a repeater clause, and providing a savings clause. The 2025 STEP CMV Grant provides the Amarillo Police Department (APD) with assistance to fund overtime associated with patrol and speed enforcement, occupant protection (seat belts and child safety seats), distracted driving and driving while intoxicated violations related to commercial motor vehicles.

Grantor: Texas Department of Transportation

Grant amount:	\$58,909.00
Match amount:	<u>15,133.90</u>
Total award:	\$74,042.90

Agenda Item Summary: This item considers acceptance of the 2025 STEP CMV Grant that provides the Amarillo Police Department (APD) with assistance to fund overtime associated with patrol and speed enforcement, occupant protection (seat belts and child safety seats), distracted driving and driving while intoxicated violations related to **commercial motor vehicles**.

Grant Amount: \$58,909.00
 Match Amount: \$15,133.90
Total Award: \$74,042.90

Requested Action: Council consideration and approval of the grant agreement.

Funding Summary: The matching funds are budgeted in the police overtime (general fund).

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: The staff recommendation is to approve the grant agreement.

Attachments:

1. Resolution No. 09-24-24-3
2. STEP CMV GRANT

RESOLUTION NO. 9-24-24-3

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS APPROVING PARTICIPATION IN THE TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM COMMERCIAL MOTOR VEHICLE (CMV) GRANT; PROVIDING A REPEALER CLAUSE; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, there is an increase in commercial motor vehicle (CMV) accidents, making it all the more imperative that commercial motorists observe speed limits and wear safety belts; and

WHEREAS, the Texas Department of Transportation ("TXDOT") has federal monies available to fund police overtime pay to allow enhanced enforcement of traffic laws, to increase driver compliance with traffic laws.

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

SECTION 1. The City of Amarillo should participate in the TXDOT Selective Traffic Enforcement program for fiscal year 2025.

SECTION 2. The City Manager is authorized to sign all reasonable and necessary papers required for the City to participate in said program.

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

SECTION 4. 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 5. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this
24th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, City Attorney

DRAFT

AMARILLO POLICE DEPARTMENT
INTER-DEPARTMENT OFFICE COMMUNICATION

To: Grayson Path, City Manager

Date: 9/5/2024

From: Sgt. Trent Thomas, Police Dept.

Subject: STEP CMV Grant

Description

This is a grant from the Texas Department of Transportation that funds police officers' overtime to patrol and enforce speeding, seatbelt, and DWI violations related to commercial motor vehicles.

Department

Police

Recommendation

This is a yearlong grant offered to the Police Department that is 80% paid by the Texas Department of Transportation. 20% matching funds from the City of Amarillo are required.

History

The Police Department has had this grant numerous years.

Funds

\$74,042.90 has been awarded. Salary amounts eligible for reimbursement by the Department: \$58,909.00. Match amount provided by the sub-grantee: \$15,133.90. This grant runs from 10/1/2024 and ends 9/30/2025.



Signature

Texas Traffic Safety eGrants

Fiscal Year 2025

Organization Name: City of Amarillo Police Department

Legal Name: City of Amarillo

Payee Identification Number: 17560004446021

Project Title: STEP CMV

ID: 2025-AmarilloPD-S-CMV-00041

Period: 10/01/2024 to 09/30/2025

GENERAL INFORMATION

Project Title:STEP CMV

Project Description:Provide enhanced enforcement covering multiple offenses, focusing on the following: Speed, Occupant Protection (OP), and Hazardous Moving Violations (HMV) related to commercial motor vehicles.

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. Speed: Speed Enforcement
2. OP: Occupant Protection (Safety Belt)
3. HMV: Hazardous Moving Violations

XAgency agrees to enforce the above Program Elements as part of the Selective Traffic Enforcement Program.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name : Chief Martin Birkenfeld
Title : Police Chief
Address : 200 SE 3rd Ave.
City : Amarillo
State : Texas
Zip Code : 79101
Phone Number : 806-378-3038
Fax Number :
E-mail address : Martin.birkenfeld@amarillo.gov

RISK ASSESSMENT SUBGRANTEE

1. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the current fiscal year 2
2. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the previous fiscal year 1
3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None None
4. When did the agency update its grant operating policies and procedures October 2021
5. Has your agency ever terminated a grant project prior to the grant year ending? No
6. Number of total personnel to be hired (new or previous) to work on this project (Not including volunteers or non-paid staff) 0
7. Will the personnel working on this grant splitting time on multiple projects? No

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Behavioral Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly

provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.
 2. An increase to a salary amount stated in the budget is not considered an overrun. An underrun elsewhere in the budget may not be used to fund an increase to a stated salary amount.
 3. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 4. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 5. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 6. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in

- accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
 - E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
 - F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
 - G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
 - H. Payments are contingent upon the availability of appropriated funds.
 - I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If

- performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.
- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
 - C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
 - D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
 - E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
 - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
 - 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement

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by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual this agreement shall govern. The

The agreement and the Traffic Safety Program Manual, and agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
 - 1. This agreement is terminated in writing with the mutual consent of both parties; or
 - 2. There is a written thirty (30) day notice by either party; or
 - 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement 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.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310-.316, 200.318-.327.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee 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 the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation: 49 CFR Part 21, 49 CFR Part 200, and 49 CFR Chapter 20.

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Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

- B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
 - **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 - **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
 - **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
 - **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government);
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

- * "During the performance of this contract/funding agreement, the contractor/funding recipient agrees-
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with
 - * the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested

information.

- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions
- D. The Subgrantee shall follow all other parts of the Department's DBE program. Information can be found at web address <https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions.html>
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-

assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three year period preceding this application/proposal had one or

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(1) I have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not

required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.
- B. The Subgrantee agrees that it shall:
 - 1. In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from SAM. The UEI is a 12-character, alphanumeric value.
 - 2. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov
- C. If expenditures are less than \$1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the

Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

COUNTY SERVED

Potter County - Amarillo District
Randall County - Amarillo District

POLITICAL DISTRICT SERVED

U.S. Congress* Congressional District 13

•

Texas Senate* Texas Senate District 31

Texas House* Texas House of Representatives District 86
Texas House of Representatives District 87

•

GOALS AND STRATEGIES

Goal: To reduce commercial motor vehicle crashes, injuries, and fatalities involving vehicles with a vehicle body type of "Semi-Trailer" or "Truck-Tractor"

Increase public information and education on sharing the road with commercial motor vehicles (CMV).

Strategies:

Increase public education and information campaigns regarding enforcement activities.

Increase and sustain high visibility enforcement of traffic safety-related laws.

☒ Agency agrees to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number.

https://grants.bts.txdot.gov/_Upload/1284877_341473-CMVZonesHeatMap.pdf

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Baseline Year (12 months) **From 1/1/2023 to 12/31/2023**

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Commercial Motor Vehicle (non STEP)	98	112	4
Other Elements (non STEP)	8029	4770	

If you have additional attachments, provide them on the "Attachments" page

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
Reduce the number of crashes that involve a CMV to	3

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of five (5) presentations
- b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

ENFORCEMENT ZONES

Zone Name : Zone 1
Zone Description : North on I-27 from Arden Road Street to South Washington Street.
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1284878_341453-CMVZone1.pdf
Additional Documentation :

ENFORCEMENT ZONES

Zone Name : Zone 2
Zone Description : East on I-40 from Coulter Street to S. Washington Street.
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1284879_341453-CMVZone2.pdf
Additional Documentation :

AGENCY INFORMATION

Agency Contacts

- | | |
|--|-------------------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Chief
Martin
Birkenfeld |
| 2. How many years has that person held that position at this agency? | 4 |
| 3. Who is the person in charge of training at your department? | Capt. Louis Sanchez |
| 4. Please provide their work email and telephone number. | louis.sanchez@amarill |
| 5. What is the name of the person in charge of your department's official social media accounts? | Sgt. Carla Burr |
| 6. Please provide their work email and telephone number. | Carla.burr@amarillo.g |

Service Data

- | | |
|--|--------|
| 1. What is the size in square miles of your department's service area? | 103.9 |
| 2. What is the latest estimated population of your service area? | 201106 |
| 3. How many sworn officer positions is your agency authorized? | 380 |
| 4. How many of those positions are currently filled? | 363 |
| 5. How many total calls for service did your agency log in the past 12 months? | 170293 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 9380 |
| 7. How many total vehicle stops did your agency make in the past 12 months? | 39860 |

BTS Program Area

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- | | |
|--|-----|
| 1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? | Yes |
| 2. Does your department have a traffic unit? | Yes |
| 3. Does your department have a DWI unit? | No |
| 4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? | Yes |
| 5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? | No |
| 6. Does your department have at least one data analyst? | Yes |
| 7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? | No |
| 8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? | Yes |
| 9. Are there any officially designated bicycle routes in your service area? | Yes |
| 10. Are there ride-sharing options available in your community such as Lyft or Uber? | Yes |

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 1021							
Overtime Regular Time							
For Sections B (P&E) and C (Administrative Duties) on this page, check the Over Time and/or Regular Time below that apply to those duties. If there are no duties in B and C, leave both boxes unchecked							
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %
A. Enforcement							
Officers/Deputies	715		\$55.000	\$39,325.00		\$39,325.00	15.73%
Sergeants	204		\$62.000	\$12,648.00		\$12,648.00	15.73%
Lieutenants/Other	102		\$68.000	\$6,936.00		\$6,936.00	15.73%
B. P&E Activities							
P&E Activities							%
C. Administrative Duties							
Administrative duties to include checking cars, supervising stop shifts, and completing rtr's		78	\$65.000		\$5,070.00	\$5,070.00	15.73%
			\$0				%
			\$0				%
			\$0				%
			\$0				%
			\$0				%
Total:				\$58,909.00	\$5,070.00	\$63,979.00	
Category	TxDOT	%	Match		%	Total	
Salaries:	\$58,909.00	92.03%	\$5,070.00		7.92%	\$63,979.00	
Fringe Benefits	\$0	0.00%	\$10,063.90		100.00%	\$10,063.90	
Breakdown of Fringe Percentages:							
Medicare - 1.45%							
TMRS - 11.85%							
OPES - 2.43%							
Total = 15.73%							
Details of regular time, if included in any of the above hours:							

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Budget Summary

Budget Category	TxDOT	Match	Total
Category I - Labor Costs			
(100) Salaries	\$58,909.00	\$5,070.00	\$63,979.00
(200) Fringe Benefits	\$0	\$10,063.90	\$10,063.90
Category I Sub-Total	\$58,909.00	\$15,133.90	
Category II - Other Direct Costs			
(300) Travel	\$0	\$0	\$0
(400) Equipment	\$0	\$0	\$0
(500) Supplies	\$0	\$0	\$0
(600) Contractual Services	\$0	\$0	\$0
(700) Other Miscellaneous	\$0	\$0	\$0
Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs	\$58,909.00	\$15,133.90	\$74,042.90
Category III - Indirect Costs			
(800) Indirect Cost Rate	\$0	\$0	\$0
Summary			
Total Labor Costs	\$58,909.00	\$15,133.90	\$74,042.90
Total Direct Costs	\$0	\$0	\$0
Total Indirect Costs	\$0	\$0	\$0
Grand Total	\$58,909.00	\$15,133.90	\$74,042.90
Fund Sources (Percent Share)	79.56%	20.44%	



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Public Safety
Department: Police Department
Contact Person: Martin Birkenfeld, Chief of Police

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 09-24-24-4

This item considers a resolution approving participation in the Texas Department of Transportation Selective Traffic Enforcement Program (STEP) Grant, providing a repeater clause, and providing a savings clause. The 2025 Comprehensive Selective Traffic Enforcement Program (STEP) Grant will provide Amarillo Police Department (APD) assistance to fund overtime associated with extra patrol and speed enforcement, occupant protection (seat belts and child safety seats), distracted driving and driving while intoxicated violations and offenses.

Grantor: Texas Department of Transportation

Grant amount:	\$151,455.00
Match amount:	<u>38,116.53</u>
Total award:	\$189,571.53

Agenda Item Summary: This item considers acceptance of the 2025 Comprehensive Selective Traffic Enforcement Program (STEP) Grant that provides Amarillo Police Department (APD) assistance to fund overtime associated with extra patrol and speed enforcement, occupant protection (seat belts and child safety seats), distracted driving and driving while intoxicated violations and offenses. While the previous agenda item for STEP covered CMV drivers, this STEP grant is all others.

Grant Amount:\$ 151,455.00
 Match Amount:\$ 38,116.53
Total Awarded:\$189,571.53

Requested Action: Council consideration and approval for the grant agreement.

Funding Summary: The match amount is funded in the police overtime budget (general fund).

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: The staff recommendation is to approve the grant agreement.

Attachments: 1. Resolution No. 09-24-24-4

2. Comprehensive STEP Grant

RESOLUTION NO. 09-24-24-4

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS APPROVING PARTICIPATION IN THE TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT GRANT PROGRAM; PROVIDING A REPEALER CLAUSE; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, there is an increase in motor vehicle accidents, making it all the more imperative that motorists and passengers observe speed limits and wear safety belts; and

WHEREAS, the Texas Department of Transportation ("TXDOT") has federal monies available to fund police overtime pay to allow enhanced enforcement of traffic laws, to increase driver compliance with traffic laws.

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

SECTION 1. The City of Amarillo should participate in the TXDOT Selective Traffic Enforcement program for fiscal year 2025.

SECTION 2. The City Manager is authorized to sign all reasonable and necessary papers required for the City to participate in said program.

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

SECTION 4. 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 5. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this
24th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, City Attorney

AMARILLO POLICE DEPARTMENT
INTER-DEPARTMENT OFFICE COMMUNICATION

To: Grayson Path, City Manager

Date: 9/5/2024

From: Sgt. Trent Thomas, Police Dept.

Subject: Comprehensive STEP Grant

Description

This is a grant from the Texas Department of Transportation that funds police officers' overtime to patrol and enforce speeding, seatbelt, and DWI violations.

Department

Police

Recommendation

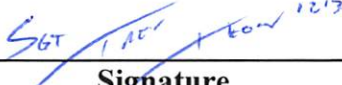
This is a yearlong grant offered to the Police Department that is 80% paid by the Texas Department of Transportation. 20% matching funds from the City of Amarillo are required.

History

The Police Department has had this grant numerous years.

Funds

\$189,571.53 has been awarded. Salary amounts eligible for reimbursement by the Department: \$151,455.00. Match amount provided by the sub-grantee: \$38,116.53. This grant runs from 10/1/2024 and ends 9/30/2025.



Signature

Texas Traffic Safety eGrants

Fiscal Year 2025

Organization Name: City of Amarillo Police Department

Legal Name: City of Amarillo

Payee Identification Number: 17560004446021

Project Title: STEP Comprehensive

ID: 2025-AmarilloPD-S-1YG-00113

Period: 10/01/2024 to 09/30/2025

GENERAL INFORMATION

Project Title: STEP Comprehensive

Project Description:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's
2. Spring Break
3. Memorial Day
4. Independence Day
5. Labor Day

STEP Mobilization Calendar is available on [eGrantsHelp page](#)

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name : Chief Martin Birkenfeld
Title : Police Chief
Address : 200 SE 3rd Ave.
City : Amarillo
State : Texas
Zip Code : 79101
Phone Number : 806-378-3038
Fax Number :
E-mail address : Martin.birkenfeld@amarillo.gov

RISK ASSESSMENT SUBGRANTEE

- | | |
|---|--------------|
| 1. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the current fiscal year | 2 |
| 2. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the previous fiscal year | 1 |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | None |
| 4. When did the agency update its grant operating policies and procedures | October 2021 |
| 5. Has your agency ever terminated a grant project prior to the grant year ending? | No |
| 6. Number of total personnel to be hired (new or previous) to work on this project (Not including volunteers or non-paid staff) | 0 |
| 7. Will the personnel working on this grant splitting time on multiple projects? | No |

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Behavioral Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. * It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or * any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly

provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

- B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.
2. An increase to a salary amount stated in the budget is not considered an overrun. An underrun elsewhere in the budget may not be used to fund an increase to a stated salary amount.
3. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
4. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
5. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
6. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

- C. To be eligible for reimbursement under this agreement, a cost must be incurred in

accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If

- “ performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.
- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
 - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
 - 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement

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by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual this agreement shall govern. The

the agreement and the Home Safety Program manual, and agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
 - 1. This agreement is terminated in writing with the mutual consent of both parties; or
 - 2. There is a written thirty (30) day notice by either party; or
 - 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement 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.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310-.316, 200.318-.327.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee 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 the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of

City of Amarillo Police Department
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Transportation (USDOT); 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government);
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested

information.

- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions
- D. The Subgrantee shall follow all other parts of the Department's DBE program. Information can be found at web address <https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions.html>
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-

assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

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Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three year period preceding this application/proposal had one or

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(1) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not

required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.
- B. The Subgrantee agrees that it shall:
 - 1. In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from SAM. The UEI is a 12-character, alpha-numeric value.
 - 2. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov
- C. If expenditures are less than \$1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the

Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

COUNTY SERVED

Potter County - Amarillo District
Randall County - Amarillo District

POLITICAL DISTRICT SERVED

U.S. Congress* Congressional District 13

Texas Senate* Texas Senate District 31

•

Texas House* Texas House of Representatives District 86
Texas House of Representatives District 87

•

GOALS AND STRATEGIES

- Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, injuries and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.
- Goal:** To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of DWI laws.
- Goal:** To increase occupant restraint use, including child-safety seats, in all passenger vehicles and trucks.
- Strategy:** Increase and sustain high visibility enforcement of occupant protection laws.
- Goal:** To reduce the number of speed-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of speed-related laws.
- Goal:** To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
- Goal:** To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

☒ I agree to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number. https://egrants.bts.txdot.gov/_Upload/1284643_341467-STEPCOMPZONESHEATMAP.pdf

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note for Arrests/Citations and Written Warnings: Baseline data used must be no older than 2020.

Note KA Crashes: KA crash data is provided to subgrantees through the RFP document. Each jurisdiction is provided with corresponding KA crash numbers based on a three-year rolling average. County-level agencies should use the data from "Rural X County."

Baseline Year for Arrests/Citations and Written
Warnings (12 months)

From 1/1/2023 To 12/31/2023

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	432	0	27
Speed	2555	6596	59
Safety Belt	1001	642	17
Child Safety Seat	220	71	
Intersection Traffic Control (ITC)	1850	1908	69
Distracted Driving Citations	116	354	
Other Elements	13780	15977	

If you have additional attachments, provide them on the "Attachments" page.

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes to	26	
Reduce the number of Speed-related KA crashes to	58	
Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	16	
Reduce the number of ITC-related KA crashes to	68	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of five (5) presentations
- b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

ENFORCEMENT ZONES

Zone Name : Enforcement Zone 1
Zone Description : South on Soncy from I-40. East on SW 34th from Soncy to Coulter. South on Coulter from SW 34th to Hillside. East on Hillside from Coulter to Bell. North on Bell from Hillside to I-40. West on I-40 from Bell onto Wolffin. West on Wolffin to Coulter. South on Coulter from Wolffin to I-40. West on I-40 from Coulter back to Soncy.
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1284654_341453-STEPCOMPZone1.pdf
Additional Documentation :

ENFORCEMENT ZONES

Zone Name : Enforcement Zone 2
Zone Description : South on Bell from SW 34th to Hillside. East on Hillside from Bell to SW 58th. East on SW 58th to Georgia. North on Georgia from SW 58th to SW 34th. West on SW 34th from Georgia to Western. South on Western, back onto SW 34th. West on SW 34th back to Bell.
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1284659_341453-STEPCOMPZone2.pdf
Additional Documentation :

ENFORCEMENT ZONES

Zone Name : Enforcement Zone 3
Zone South on Western from I-40 to SW 34th. East on SW 34th from Western to Georgia.
Description : South on Georgia from SW 34th to SW 58th. East on SW 58th from Georgia to Washington. North on Washington from SW 58th to I-40. West on I-40 back to Western.
Zone Hours : 24/7 Enforcement
Zone Detail
Map : https://egrants.bts.txdot.gov/_Upload/1284662_341453-STEPCOMPZone3.pdf
Additional
Documentation :

ENFORCEMENT ZONES

Zone Name : Enforcement Zone 4
Zone Description : South on Adams from SW 3rd to SW 10th. West on SW 10th from Adams to Georgia. South on Georgia from SW 10th to I-40. East on I-40 from Georgia to Grand. North on Grand from I-40 to SE 3rd. West on SE 3rd back to Adams.
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1284666_341453-STEPCOMPZone4.pdf
Additional Documentation :

ENFORCEMENT ZONES

Zone Name : Enforcement Zone 5
Zone Description : South on McMasters from Amarillo Blvd onto Georgia. South on Georgia to SW 10th. East on SW 10th from Georgia to Adams. North on Adams from SW 10th to SW 3rd. East on SW 3rd from Adams to Grand. North on Grand from SE 3rd to Amarillo Blvd. West on Amarillo Blvd back to McMasters.
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://egrants.bts.txdot.gov/_Upload/1284667_341453-STEPCOMPZone5.pdf
Additional Documentation :

AGENCY INFORMATION

Agency Contacts

- | | |
|--|-------------------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Chief
Martin
Birkenfeld |
| 2. How many years has that person held that position at this agency? | 4 |
| 3. Who is the person in charge of training at your department? | Capt. Louis Sanchez |
| 4. Please provide their work email and telephone number. | louis.sanchez@amarillo |
| 5. What is the name of the person in charge of your department's official social media accounts? | Sgt. Carla Burr |
| 6. Please provide their work email and telephone number. | Carla.burr@amarillo.g |

Service Data

- | | |
|--|--------|
| 1. What is the size in square miles of your department's service area? | 103.9 |
| 2. What is the latest estimated population of your service area? | 201106 |
| 3. How many sworn officer positions is your agency authorized? | 380 |
| 4. How many of those positions are currently filled? | 363 |
| 5. How many total calls for service did your agency log in the past 12 months? | 170293 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 9380 |
| 7. How many total vehicle stops did your agency make in the past 12 months? | 39860 |

BTS Program Area

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- | | |
|--|-----|
| 1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? | Yes |
| 2. Does your department have a traffic unit? | Yes |
| 3. Does your department have a DWI unit? | No |
| 4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? | Yes |
| 5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? | No |
| 6. Does your department have at least one data analyst? | Yes |
| 7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? | No |
| 8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? | Yes |
| 9. Are there any officially designated bicycle routes in your service area? | Yes |
| 10. Are there ride-sharing options available in your community such as Lyft or Uber? | Yes |

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Budget Summary

Budget Category	TxDOT	Match	Total
Category I - Labor Costs			
(100) Salaries	\$151,455.00	\$12,350.00	\$163,805.00
(200) Fringe Benefits	\$0	\$25,766.53	\$25,766.53
Category I Sub-Total	\$151,455.00	\$38,116.53	
Category II - Other Direct Costs			
(300) Travel	\$0	\$0	\$0
(400) Equipment	\$0	\$0	\$0
(500) Supplies	\$0	\$0	\$0
(600) Contractual Services	\$0	\$0	\$0
(700) Other Miscellaneous	\$0	\$0	\$0
Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs	\$151,455.00	\$38,116.53	\$189,571.53
Category III - Indirect Costs			
(800) Indirect Cost Rate	\$0	\$0	\$0
Summary			
Total Labor Costs	\$151,455.00	\$38,116.53	\$189,571.53
Total Direct Costs	\$0	\$0	\$0
Total Indirect Costs	\$0	\$0	\$0
Grand Total	\$151,455.00	\$38,116.53	\$189,571.53
Fund Sources (Percent Share)	79.89%	20.11%	



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Public Safety
Department: Police Department
Contact Person: Martin Birkenfeld, Chief of Police

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 09-24-24-5

This item considers a resolution approving a 2024 application for the Edward Byrne Memorial Justice Assistance Grant (JAG), authorizing an Interlocal Agreement to share grant funds with Potter County, permitting administrative adjustments to documents as needed, providing a savings clause, providing a severability clause and providing an effective date.

Grantor: United States Department of Justice

Amount: \$108,276.00 (City's share will be \$54,138.00)

Agenda Item Summary: The Justice Assistance Grant (JAG) is a non-competitive grant received each year to fund law enforcement enhancements across the nation. The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement. JAG formulas determine the funding received and the sharing requirements. The department will use the funds to purchase equipment and technology enhancements.

Requested Action: Approve the resolution and the Interlocal agreement

Funding Summary: The expected total amount for the grant is \$108,276.00 with the City's share being \$54,138.00

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Approval of inter-local agreement

Attachments:

1. Resolution No. 09-24-24-5
2. Intergovernmental Agreement for City of Amarillo and Potter County (JAG) Grant

RESOLUTION NO. 09-24-24-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING A 2024 APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT; AUTHORIZING AN INTERLOCAL AGREEMENT TO SHARE GRANT FUNDS WITH POTTER COUNTY; PERMITTING ADMINISTRATIVE ADJUSTMENTS TO DOCUMENTS AS NEEDED; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE PROVIDING AN EFFECTIVE DATE.

WHEREAS, the U.S. Department of Justice is seeking applications for the 2024 Edward Byrne Justice Assistance Grant (“JAG”), and the City of Amarillo is eligible to apply for the sum of One Hundred and Eight Thousand and Two Hundred Seventy-Six and No/100 Dollars (\$108,276.00); and

WHEREAS, if such grant is approved by the Justice Department, then, as in past years, the City of Amarillo would share one-half of the grant proceeds with the Potter County Sheriff’s Office.

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

SECTION 1. The City Manager or designee is authorized to apply for the 2024 Edward Byrne Justice Assistance Grant (“JAG”) and execute all necessary documents and assurances reasonably needed to complete the application and award process.

SECTION 2. If the City receives the grant, then, the City Council hereby approves the sharing of fifty percent (50%) of the grant proceeds pursuant to the terms of the attached Interlocal Agreement, incorporated herein, which the City Manager or designee is authorized to execute.

SECTION 3. The City Manager or designee is authorized to make such necessary amendments to the grant application, acceptance, and Interlocal Agreement as may be required in order to: (a) conform such documents to the actual award amount if different from that stated

herein and the attached Agreement; and (b) any further assurances or adjustments in the administrative aspects of the grant program for this year to satisfy the federal agency requirements.

SECTION 4. 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 5. 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 6. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 24th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF POTTER

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS AND COUNTY OF POTTER, TEXAS
2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
LOCAL SOLICITATION

This Agreement (the "Agreement") is made by and between the City of Amarillo, Texas, ("CITY") a municipal corporation situated in Potter and Randall Counties, acting by and through its governing body, the City Council and Potter County, Texas, ("COUNTY"), a political subdivision of the State, acting by and through its governing body, the Commissioners Court.

WHEREAS, the CITY and COUNTY are authorized to enter into agreements with one another to increase the efficiency and effectiveness of local governments in accordance with Texas Government Code, Chapter 791, "Interlocal Cooperative Contracts" (the "Act"); and

WHEREAS, the CITY and COUNTY are both local government entities as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to the citizens: and

WHEREAS, this Agreement has been approved by the governing body of each respective entity, and the signatory below has been duly authorized to execute this Agreement on behalf of each respective entity; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds 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 the performance of this Agreement is in the best interests of both parties and will benefit the public, and further, the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the CITY agrees to provide the COUNTY Fifty-Four Thousand One Hundred Thirty-Eight and No/100 Dollars (\$54,138.00) from the funds the CITY was awarded from the FY 2024 Edward Byrne Memorial Justice Assistance Program, Local Solicitation, and the funds will be used for the Potter

County Criminal Justice – Justice Assistance Grant (JAG) Program; and

WHEREAS, the CITY and COUNTY believe that it will be in the best interests of its programs and citizens to reallocate the JAG funds as herein stated.

NOW, THEREFORE, for mutual consideration hereinafter stated, the CITY and COUNTY agree as follows:

Section 1. Each Party is a local government entity within the State of Texas.

Section 2. The respective governing body of each Party finds that the subject of this Agreement is necessary for the public's benefit with each Party having the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement. This Agreement contains a division of cost to fairly divide the cost and services performed, and this Agreement's performance is in the common interest of all Parties.

Section 3. CITY agrees to pay COUNTY a total of Fifty-Four Thousand One Hundred Thirty-Eight and No/100 Dollars (\$54,138.00) of JAG funds, which will be from currently available funds.

Section 4. COUNTY agrees to use said Fifty-Four Thousand One Hundred Thirty-Eight and No/100 Dollars (\$54,138.00) for the Potter County Criminal Justice – Justice Assistance Grant (JAG) Program until September 30, 2026.

Section 5. Nothing in the performance of this Agreement shall impose any liability for claims against the CITY or COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act, and further, nothing herein constitutes a waiver of immunity or defense available to such claims.

Section 6. Each party to this Agreement will be responsible for its own acts and omissions of its employees in providing services under this Agreement, and neither party shall be liable for any civil liability, claims, damages, attorneys fees, or costs that arise out of or relate to the furnishing of the services by the other party.

Section 7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8. By entering into this Agreement, the parties do not intend to create any obligations, express or implied other than those set out herein, and this Agreement shall not create any rights in any party not a signatory below.

Section 9. COUNTY understands and agrees that a sub-recipient of a federal grant that it must comply with each term, condition, assurance, and rule of that program providing the funds in the same manner as if the COUNTY were the primary recipient. Moreover, to assure performance of this obligation, COUNTY agrees to provide at its expense copies to CITY of all financial records, invoices,

contracts, correspondence, policies, reports, and other documents that establish COUNTY'S compliance with the terms of the grant condition and assurances.

Section 10. The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to governmental functions 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 or functions. Each Party shall be solely responsible for any attorney's fees, costs, loss, damages, injury or death to others, or their property arising out of or related to the acts or omissions only of that Party's employees or agents and not those of the other Party.

Section 11. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. CITY has executed this Agreement pursuant to the authority granted by its Home Rule Charter and City Council. COUNTY has executed this Agreement pursuant to duly authorized action of the County Commissioners.

Section 12. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in Potter County, Texas.

Section 13. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement, and this Agreement can continue to be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

Section 14. The Parties reserve the right to amend this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

Section 15. This Agreement represents the full and complete agreement between the CITY and COUNTY, which supersedes all prior written or verbal agreements.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law.

CITY OF AMARILLO, TEXAS

By: _____
Grayson Path
City Manager

Date: _____

ATTEST:

By: _____
Stephanie Coggins

APPROVED AS TO FORM:

By: _____
Bryan McWilliams, City Attorney*

POTTER COUNTY, TEXAS

By: _____
Judge Nancy Tanner
Potter County Judge

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant District Attorney**

* The legal review of the document by the City Attorney is in response to a City of Amarillo staff query. It is reviewed and approved by the City Attorney solely for the purpose of determining the City's legal rights, duties, etc. and not that of any third party. This approval is not intended for reliance on by or for the benefit of any other person or entity.

** By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve contracts or legal documents on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Fiscal Responsibility
Department: City Manager's Office
Contact Person: Laura Storrs, Assistant City Manager and CFO

Agenda Caption: CONSIDER AMENDMENT - MEMORANDUM OF UNDERSTANDING WITH TRANSFORMATION PARK

This item considers an amendment to the Memorandum of Understanding between the City of Amarillo and Transformation Park. The amendment removes the City's responsibility to provide financial and supportive services to Transformation Park.

Agenda Item Summary: Transformation Park has been operating as a nonprofit for about a year and has continued to grow in their services to the homeless and helping feed the elderly in the community. Two retired CPAs have been helping Transformation Park on the daily financial needs while the City has been operating as the fiscal agent at no cost to Transformation Park. Transformation Park has approached the City about bringing their fiscal agent roles in house now that the nonprofit is more fully functioning. The City's Finance team has met with the CPAs working with Transformation Park several times and have confidence in their abilities. Staff is recommending that Transformation Park be allowed to conduct their own fiscal agent services beginning October 1, 2024, which is the start of their next fiscal year. The City will still require Transformation Park to submit an annual audit of their financials to the City, but this would free up some much-needed capacity on the Finance team side without effecting any funding coming into the City.

Requested Action: Approve amendment as presented.

Funding Summary: N/A

Purchasing Summary:

Community Engagement Summary: N/A

Staff Recommendation: Approve amendment as presented.

Attachments: 1. First Amendment to MOU TRANSFORMATION PARK

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
(MOU)**

Whereas, the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas herein called "CITY" and Transformation Park (collectively referred to herein as the "parties") have executed a Memorandum of Understanding dated April 25, 2023 (MOU); and

Whereas the parties wish to amend the agreement as set forth herein;

NOW THEREFORE the parties agree that the MOU is amended by deleting parts "iii Provision of Accounting Services and support" and "iv Provision of legal services support" found in Section II, part C.

Except as herein amended all terms and conditions of the MOU are hereby ratified by the parties and remain in full force and effect.

This First Amendment to MOU is executed as of the date shown below, to be effective as of the date of the last of the parties to sign.

ATTEST:

Stephanie Coggins,
City Secretary

CITY OF AMARILLO

By: _____
Grayson Path
City Manager

Date: _____

Transformation Park

By: _____
Mark Zimmerman
CEO

Date: _____



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Business Friendly Community
Department: City Manager's Office
Contact Person: Andrew Freeman, Deputy City Manager

Agenda Caption: CONSIDER APPROVAL – AMENDMENT NO. 3 TO CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH PRODUCER OWNED BEEF OPCO, LLC

This item considers an extension to deadlines for Producer Owned Beef to obtain a building permit and a certificate of occupancy outlined in the Chapter 380 Economic Development Agreement executed in June 2022.

Agenda Item Summary: This item considers an extension to deadlines for Producer Owned Beef to obtain a building permit and a certificate of occupancy outlined in the Chapter 380 Economic Development Agreement executed in June 2022. The request is to move the deadline for the building permit from September 28, 2024 to no later than December 31, 2024 and to move the deadline for obtaining a certificate of occupancy from May 31, 2027 to no later than December 31, 2027.

Producer Owned Beef (POB) has informed the City that they are approximately 90% complete with the site work and pad, 70% complete with the storm sewer installation, and 50% complete with the paving subgrade. However, to position themselves in a more favorable financial position and secure future success, POB needs to pause construction activity to temporarily focus on securing offtake agreements with third-parties.

The agreement with POB has been amended twice: December 2023 to update entity names and extend the building permit deadline from May 31, 2023 to May 31, 2024 and January 2024 to add language to the original agreement regarding the City's consent to using the agreement as security for POB's loan obligations. Additionally, at the staff-level, the May 31, 2024 deadline was extended 120 days to September 28, 2024, as outlined in Section 5. (1) of the original agreement.

Requested Action: Staff is requesting approval of the amendment to extend the two deadlines.

Funding Summary: No funding is connected to this request beyond the original agreement.

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approving, as presented.

Attachments:

1. Amendment No. 3 to Ch. 380 Agreement

AMENDMENT NO. 3 TO
CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This AMENDMENT NO. 3 TO CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (this “**Amendment**”) is made by and between Producer Owned Beef Opco, LLC, a Texas limited liability (“**POB Opco**”) and the City of Amarillo, Texas a Texas municipality (“**City**”). POB Opco and the City may be referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

A. Producer Owned Beef Opco, LLC (“**POB Opco**”) entered into that certain Chapter 380 Economic Development Program Agreement with the City of Amarillo, Texas, dated June 29, 2022 (as amended by that certain Amendment No. 1 to Chapter 380 Economic Development Program Agreement, dated December 20, 2023, and Amendment No. 2 to Chapter 380 Economic Development Program Agreement dated January 23, 2024 (the “**380 Agreement**”).

B. The Parties desire to amend the 380 Agreement to provide for an extended period for POB Opco to receive a building permit and secure necessary financing and to secure a certificate of occupancy.

C. The City desires to consent to and approve of this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The May 31, 2024, deadline to receive a building permit and necessary financing under Section 5(1) of the 380 Agreement is hereby amended for all purposes to December 31, 2024.

2. The May 31, 2027, deadline to receive a certificate of occupancy under Section 5(1) of the 380 Agreement is hereby amended for all purposes to December 31, 2027.

3. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, representatives, successors and assigns.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or email. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

5. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

EXECUTED to be effective on _____, 2024.

POB OPCO:

PRODUCER OWNED BEEF OPCO, LLC, a Texas limited liability company

By: _____
Casey Cameron, President

STATE OF TEXAS §
COUNTY OF POTTER §

This instrument was acknowledged before me on this _____ day of _____, 2024, by Casey Cameron, as President of Producer Owned Beef Opco, LLC, a Texas limited liability company, on behalf of such company.

Notary Public, State of Texas

CITY:

CITY OF AMARILLO, a Texas municipality

By: _____
Grayson Path, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Stephanie Coggins, City Secretary

By: _____
Bryan McWilliams, City Attorney

STATE OF TEXAS §

COUNTY OF POTTER §

This instrument was acknowledged before me on this _____ day of _____, 2024,
by Grayson Path, Manager of the City of Amarillo, a Texas municipality, on behalf of such
municipality.

Notary Public, State of Texas



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Economic Development and Redevelopment
Department: City Manager's Office
Contact Person: Andrew Freeman, Deputy City Manager

Agenda Caption: CONSIDER APPROVAL - AGREEMENT FOR SERVICES WITH CENTER CITY OF AMARILLO, INC.

This item approves a one-year agreement for services with Center City of Amarillo, Inc. for continued services associated with the preservation, improvement, and revitalization of the Central Business District of Amarillo.

Agenda Item Summary: This item approves a one-year agreement with Center City of Amarillo, Inc. for continued services associated with the preservation, improvement and revitalization of the Central Business District of Amarillo. The City will provide \$120,750 for administrative operations which is the same amount provided in the Fiscal Year 2023/2024 budget.

Requested Action: Council consideration and approval of the agreement.

Funding Summary: Funding is approved for this agreement in the 2024/2025 budget adopted on September 17, 2024

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: City staff recommendation is to approve the 2024/2025 agreement for services with Center City of Amarillo, Inc.

Attachments: 1. Center City-TIRZcontract-FY24-25

**AGREEMENT FOR SERVICES BETWEEN
CENTER CITY OF AMARILLO INCORPORATED
AND
THE CITY OF AMARILLO**

This Agreement is entered into by and between the CITY OF AMARILLO, a municipal corporation situated in Potter and Randall Counties, Texas ("the CITY") and CENTER CITY OF AMARILLO INCORPORATED ("CENTER CITY"), a Texas nonprofit corporation.

WHEREAS, the CITY is interested in maintaining a viable downtown that would be attractive to the development of office complexes, residential complexes and supportive retail uses; and,

WHEREAS, in order to maintain and promote any area of the city, private entities must be interested in and support the CITY's efforts in maintaining and revitalizing the area; and,

WHEREAS, such improvements will aid and promote both tourism and economic development (jobs and stimulation of commercial and economic activity); and,

WHEREAS, the parties wish to work cooperatively to develop, maintain, preserve, improve, and revitalize the downtown area, and enter into this agreement to further those purposes; THEREFORE:

W I T N E S S E T H:

1.PURPOSE. CENTER CITY will use all means available to improve and revitalize Amarillo's downtown area while preserving the historic integrity of the district. It will strive to reduce further deterioration of downtown structures, promote and assist in the revitalization and redevelopment of downtown Amarillo through marketing and organizing activities and projects, encourage economic investment and development in targeted areas, and develop ways and means to implement portions of the Downtown Amarillo Strategic Action Plan. CENTER CITY will strive to achieve its goals by pursuing sources of funding, obtaining planning and other consulting services and coordinating various projects affecting downtown Amarillo.

2. CENTER CITY MAIN STREET PROGRAM. In Fiscal Year 2024-2025, the CITY shall pay CENTER CITY a maximum of one hundred twenty thousand, seven hundred fifty dollars (\$120,750) as follows:

ONE HUNDRED TWENTY THOUSAND, SEVEN HUNDRED FIFTY DOLLARS (\$120,750.00) in equal quarterly installments for administrative costs (payment dates to be determined by the CITY Director of Finance).

All requests for payment will be reviewed by the CITY's Director of Finance. CENTER CITY will submit to the Director of Finance a quarterly report showing the activities and progress of each project which CENTER CITY undertakes with funds for façade grants.

3. TERM & CANCELLATION. The Term of this agreement is from October 1, 2024, to September 30, 2025. However, this contract may be cancelled by either CITY or CENTER CITY by giving sixty (60) days prior written notice of such intention by United States certified mail, return receipt requested and addressed as provided below.

4. RELATIONSHIP. CENTER CITY is an independent contractor and has no authority to act for or on behalf of CITY or to bind CITY to any contract or in any other manner.

EXECUTED this _____ day of September _____, 2024.

CITY OF AMARILLO, TEXAS

CENTER CITY INC.

By _____
Grayson Path, City Manager

By _____
_____, Board President

ATTEST:

ATTEST:

Stephanie Coggins, City Secretary

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

Center City of Amarillo, Inc.
1000 S. Polk
Amarillo TX 79101



Agenda Transmittal Memo

Date: September 24, 2024

Council Priority: Business Friendly Community
Infrastructure

Department: Capital Projects Development and Engineering

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

Agenda Caption: CONSIDER APPROVAL - ELECTRICAL UTILITY EASEMENT TO SOUTHWESTERN PUBLIC SERVICE COMPANY

This item considers the approval to grant an easement, being 7.77 acre tract of unplatted land out of section 37 & 52, Block 2 AB&M Survey, Potter County, Texas, to Southwestern Public Service Company (SPS). SPS will pay the City of Amarillo \$194,250.00 for the easement. (GRANTOR: City of Amarillo, GRANTEE: Southwestern Public Service Company, VICINITY: Pullman Rd. North of S.E. 3rd)

Agenda Item Summary: SPS is currently planning the addition of a new electric transmission line across city-owned property. SPS will need to acquire a transmission line easement that will connect the new Jackrabbit substation to the 115kV electric system at the Pullman Substation located just west of the property. SPS is offering to purchase the electric transmission line easement from the City of Amarillo for \$194,250.00.

Requested Action: City Staff is recommending approval of the award.

Funding Summary: The easement is being granted to SPS at a cost of \$194,250.00 and this funding will be posted as revenue to the City.

Purchasing Summary: N/A

Community Engagement Summary: N/A

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

Attachments: 1. T64 Offer Letter City of Amarillo 05 09 2024 packet_R



SOUTHWESTERN PUBLIC SERVICE COMPANY

Siting and Land Rights
790 S Buchanan
Amarillo, TX 79101-2522
Telephone: **806-378-2742**
Facsimile: 806-378-2724

May 9, 2024

City of Amarillo
PO Box 1971
Amarillo, Texas 79186

RE: Jackrabbit Substation-SPS Offer to Purchase a New Electric Transmission Line Easement across the irregular shape tract in Sections 37 & 52, Block 2, A. B. & M. Survey, Potter County, Texas.

Dear Mr. Hartman,

SPS is currently planning the addition of a new electric transmission line on your surface land described in the enclosed Furman Land Surveyors, Inc. survey. SPS will need to acquire a transmission line easement that will connect the new Jackrabbit substation to the 115kV electric system at the Pullman Substation located just west of the property. SPS must purchase the easement on the above-described property.

SPS is offering to purchase the electric transmission line easement from you, with the offer being One Hundred Ninety-Four Thousand Two Hundred Fifty Dollars and 00/100, (\$194,250.00), being calculated as follows:

$7.77 \text{ acres} \times \$25,000/\text{acre} = \$194,250.00$

The total amount being offered to you for the electric transmission line easement, One Hundred Ninety-Four Thousand Two Hundred Fifty Dollars and 00/100, (\$194,250.00).

You may discuss this offer with anyone you wish, or you may keep this offer confidential. Please note that there is no requirement for confidentiality either in the terms of this offer or in the easement agreement. While the amount paid will not be filed of record, the executed and notarized transmission line easement will be filed of record with the County Clerk.

I can be available to discuss any aspect of this offer as well as meet with you on the property to clarify any placement questions that you may have.

Please contact me at (806) 683-6057 cell & text or at the email below to discuss this offer and project.

Sincerely,

Jason M. Lytal

Jason Lytal

Xcel Energy | Responsible By Nature

Siting and Land Rights Agent

790 S Buchanan St, Floor 6, Amarillo, TX 79101

P: 806.378.2742 **C:** 806.683.6057 **F:** 806.378.2724

E: Jason.M.Lytal@xcelenergy.com

Enclosures (3)

ELECTRIC POWER LINE EASEMENT

DATE: _____

GRANTOR: City of Amarillo, a home rule city and municipal corporation

GRANTOR'S MAILING ADDRESS:

PO Box 1971
Amarillo, Texas 79186

GRANTEE: SOUTHWESTERN PUBLIC SERVICE COMPANY

GRANTEE'S MAILING ADDRESS:

790 S Buchanan St.
Amarillo, Texas 79101

COUNTY AND STATE IN WHICH PROPERTY IS LOCATED:

For \$10 and other valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor grants to Southwestern Public Service Company, a New Mexico Corporation ("**SPS**") a perpetual, non-exclusive easement ("**Easement**") to construct, maintain, operate, inspect, patrol, repair, replace, add to, change the number of circuits, alter voltage, remove, and relocate electric power lines on, over and across the lands now owned by Grantor that are described as follows:

A permanent seventy foot (70') wide strip of land. SEE **EXHIBIT "A"** attached hereto and incorporated by reference, the ("**Easement Area**"), together with the rights to utilize and additional temporary thirty foot (30') wide strip of land (for construction purposes only) adjacent to and parallel with said seventy foot wide strip of land, over and across portions of Section 37 & 52, Block 2, AB&M Survey, Potter County, Texas.

The easement shall be subject to the following terms and conditions:

1. SPS is a corporation organized under the laws of the State of New Mexico, and has its main office and principal place of business in Amarillo, Potter County, Texas. It is a public utility.
2. The electric power lines will consist of a variable number of conductors, wires, communication cables, insulators, crossarms, and all other necessary and desirable appurtenances and devices attached to, supported from, and a part of the necessary structures consisting of a variable number of wood, steel, other metal, or other substance members of poles, props, guys, and anchors (collectively referred to as the "**Facilities**"). The easement is non-exclusive.

SPS, its employees, agents, contractors, successors and assigns, shall have the right (a) of ingress and egress over Grantor's adjacent lands to and from the Easement Area for the purpose of constructing, maintaining, operating, inspecting, patrolling, repairing, replacing, changing the number of circuits, altering voltage, adding to or removing the Facilities; (b) to relocate the Facilities within the Easement Area; (c) to remove, cut, fell, prune or otherwise control all trees, brush or other vegetation or other obstructions that might endanger or interfere with the operation, safety, or efficiency of the Facilities; (d) to level, grade, or perform necessary dirt work for proper ground clearance; and (e) to enter Grantor's property to conduct (i) routing surveys and studies relating to the Facilities, (ii) environmental surveys and studies relating to the Facilities, (iii) cultural resource surveys and studies relating to the Facilities, and (iv) any other activities that SPS deems necessary or desirable to comply with federal, state, or local statutes, laws, ordinances, rules, or regulations, or the requirements of any government or governmental authority or agency claiming jurisdiction over SPS or its operation

3. s.

SPS, its successors and assigns, must construct and at all times maintain the Facilities in accordance with the National Electric Safety Code requirements and practices now in effect. SPS will abide by all federal and state laws, ordinances, and regulation

4. s.

No temporary or permanent wells, buildings, or structures (including, without limitation, mobile homes or travel trailers) shall be placed or permitted to remain on, under, or over the Easement Area by Grantor. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area by Grantor, including trees, shrubs and fences, which may interfere with the Facilities or interfere with the exercise of any of the rights granted pursuant to this Easement

5. .

6. In addition to the consideration set forth above, on completion of initial construction and installation, actual loss or damage to crops occasioned by initial construction and installation of the facilities will be paid. Additionally, Grantee will pay for any damages arising from operation, repair,

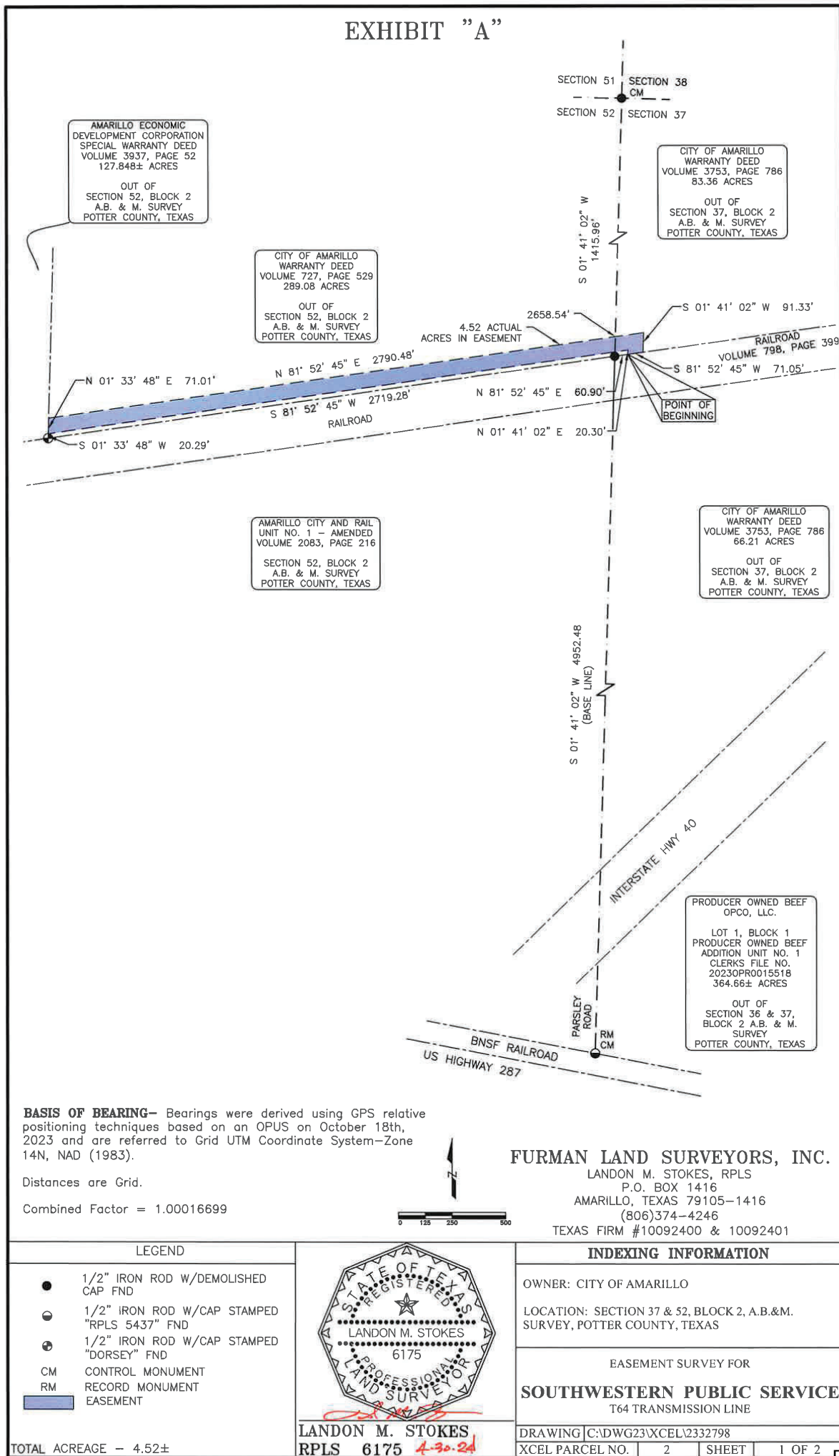
maintenance, inspection, replacement, and future removal of the lines and support facilities after initial construction in the easement. Payment will be made to Grantor as the fee owner of the Easement Area. Grantor shall be responsible for any distribution or allocation to third parties who may hold an interest in such damage payments and Grantor shall hold SPS harmless from the same.

7. Grantor shall have the right to request SPS conduct weed control work within the Easement Area. SPS may employ an independent contractor for weed control work, and that weed control work will utilize recognized and accepted weed control methods and materials. To request weed control work Grantor shall call the Program Manager for Vegetation Management for Xcel Energy at 1-800-895-4999.
8. Grantee shall not grant access to the Easement Area by any third-party for any purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the electric lines and appurtenant facilities.
9. Prior to cutting any fences and to prevent slackening of wire, Grantee agrees to install "H" type metal fence braces and posts adequately braced and reinforced to the reasonable satisfaction of Grantor. Grantee shall have the authority to install permanent gates as required for access down the Easement Area, provided such gates are made of metal construction and are kept closed, and in the case of boundary line fences, locked, except when in use. Grantor shall be authorized to maintain its own locks in each of such gates so long as Grantor's use thereof does not interfere with the rights here granted to Grantee.
10. Following initial construction, SPS shall use reasonable efforts to return the surface of the Easement Area, which is unencumbered by structures, to its original condition and appearance prior to SPS's work on the property, unless the safety or operational needs of SPS and the electric facilities would be impaired. Further, SPS shall use reasonable efforts to return the surface of the Easement Area, which is unencumbered by structures, to its original condition and appearance prior to SPS's work on the property, unless the safety or operational needs of SPS and the electric facilities would be impaired, following any future damages caused by SPS' use of the Easement Area. SPS shall not have the obligation to replace vegetation within the Easement Area other than to reseed to native grass. SPS shall reseed the Easement Area to native grass following initial construction.
11. This Easement is assignable; however, SPS shall not assign this Easement to any assignee that will not operate as a utility subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission without written notice to the Grantee or assign(s) at the last known address of the person in whose name the Property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the Property.
12. This easement shall not be used for any purpose other than that stated in this Easement without the express written consent of Grantee or its assign(s).
13. Grantor acknowledges that the general course of this Easement is based on preliminary surveys of the desired location of the electric power line, and agrees that the easement shall apply to the actual location of the electric power line when constructed.
14. This Easement incorporates all agreements and stipulations between Grantor and SPS as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. The title of this document is inserted for convenience only and does not define or limit the rights granted pursuant to this Easement. SPS does not offer or agree to extend any Favored Nations provisions as a part of this Easement. This Easement consists of the document entitled "Electric Powerline Easement" and an Exhibit containing a legal description and a sketch depicting the legal description if referenced above or attached hereto, and if attached hereto, a Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by SPS, and no Addendum shall be effective and binding upon the parties unless separately executed by an authorized representative of SPS.

When the context requires, singular nouns and pronouns include the plural.

Grantor binds Grantor, and Grantor's heirs, successors, assigns, and legal representatives, to WARRANT AND FOREVER DEFEND all and singular the rights conveyed in this instrument of SPS and its successors and assigns.

EXHIBIT "A"



BASIS OF BEARING-- Bearings were derived using GPS relative positioning techniques based on an OPUS on October 18th, 2023 and are referred to Grid UTM Coordinate System--Zone 14N, NAD (1983).

Distances are Grid.

Combined Factor = 1.00016699

FURMAN LAND SURVEYORS, INC.

LONDON M. STOKES, RPLS
P.O. BOX 1416
AMARILLO, TEXAS 79105-1416
(806)374-4246

TEXAS FIRM #10092400 & 10092401

Easement Description

A 4.52± acre easement out of Section 37 and Section 52, Block 2, A.B. & M. Survey, Potter County, Texas, also being out of that certain 83.36 acre tract of land described in that certain instrument recorded in Volume 3753, Page 786 of the Official Public Records of Potter County, Texas, and being out of that certain 289.08 acre tract of land described in that certain instrument recorded in Volume 727, Page 529 of the Deed Records of Potter County, Texas, said 4.52± acre easement having been surveyed on the ground by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

(Bearings and Distances are Grid UTM Coordinate System-Zone 14N, NAD (1983) using GPS relative positioning techniques based on an OPUS observed on October 18th, 2023.
Combined Sale Factor = 1.00016699)

COMMENCING at a 1/2 inch iron rod with demolished cap found for the Northwest corner of said Section 37, same being the common corner of Section 37, 38, 51, and 52, Block 2, A.B. & M. Survey, Potter County, Texas, from whence a 1/2 inch iron rod with cap stamped "RPLS 5437" found for the Southwest corner of Lot 1, Block 1, Producer Owned Beef Addition Unit No. 1, according to the map or plat thereof recorded in Clerks File No. 2023OPR0015518 as filed in the Official Public Records of Potter County, Texas, bears S. 01°41'02" W. (Base Line) 4952.48 feet;

THENCE S. 01°41'02" W. 1415.96 feet along the common line of said Sections 37 and 52 to a 1/2 inch iron rod with demolished cap found for the Southwest corner of said 83.36 acre tract of land, also being a point in the East line of said 289.08 acre tract of land, same being the Northwest corner of that certain tract of land (Railroad Right-of-Way) described in that certain instrument recorded in Volume 798, Page 399 of the Deed Records of Potter County, Texas;

THENCE N. 81°52'45" E. 60.90 feet along the South line of said 83.36 acre tract of land, same being the North Railroad Right-of-Way line to a point being the BEGINNING CORNER of this easement;

THENCE N. 01°41'02" E. 20.30 feet to a point;

THENCE S. 81°52'45" W. at 60.90 feet pass the common line of said Sections 37 and 52, a total distance of 2719.28 feet to a point being in the West line of said 289.08 acre tract of land, same being the East line of that certain 127.848± acre tract of land described in that certain instrument recorded in Volume 3937, Page 52 of the Official Public Records of Potter County, Texas, from whence a 1/2 inch iron rod found for the Southwest corner of said 289.08 acre tract of land, same being the Southeast corner of said 127.848± acre tract of land bears S. 01°33'48" W. 20.29 feet;

THENCE N. 01°33'48" E. 71.01 feet along the common line of said 289.08 acre tract of land and said 127.848 acre tract of land to a point;

THENCE N. 81°52'45" E. at 2658.54 feet pass the common line of said Sections 37 and 52, a total distance of 2790.48 feet to a point;

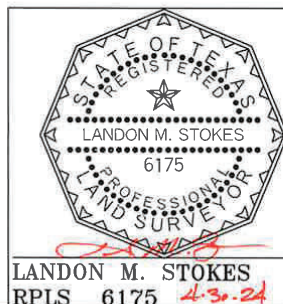
THENCE S. 01°41'02" W. 91.33 feet to a point being in the South line of said 83.36 acre tract of land, same being the North Railroad Right-of-Way line;

THENCE S. 81°52'45" W. 71.05 feet along the South line of said 83.36 acre tract of land, same being the North Railroad Right-of-Way line to the POINT OF BEGINNING.

Easement contains 4.52 acres of land, more or less.

FURMAN LAND SURVEYORS, INC.

LONDON M. STOKES, RPLS
P.O. BOX 1416
AMARILLO, TEXAS 79105-1416
(806)374-4246
TEXAS FIRM #10092400 & 10092401



INDEXING INFORMATION

OWNER: CITY OF AMARILLO

LOCATION: SECTION 37 & 52, BLOCK 2, A.B.&M.,
SURVEY, POTTER COUNTY, TEXAS

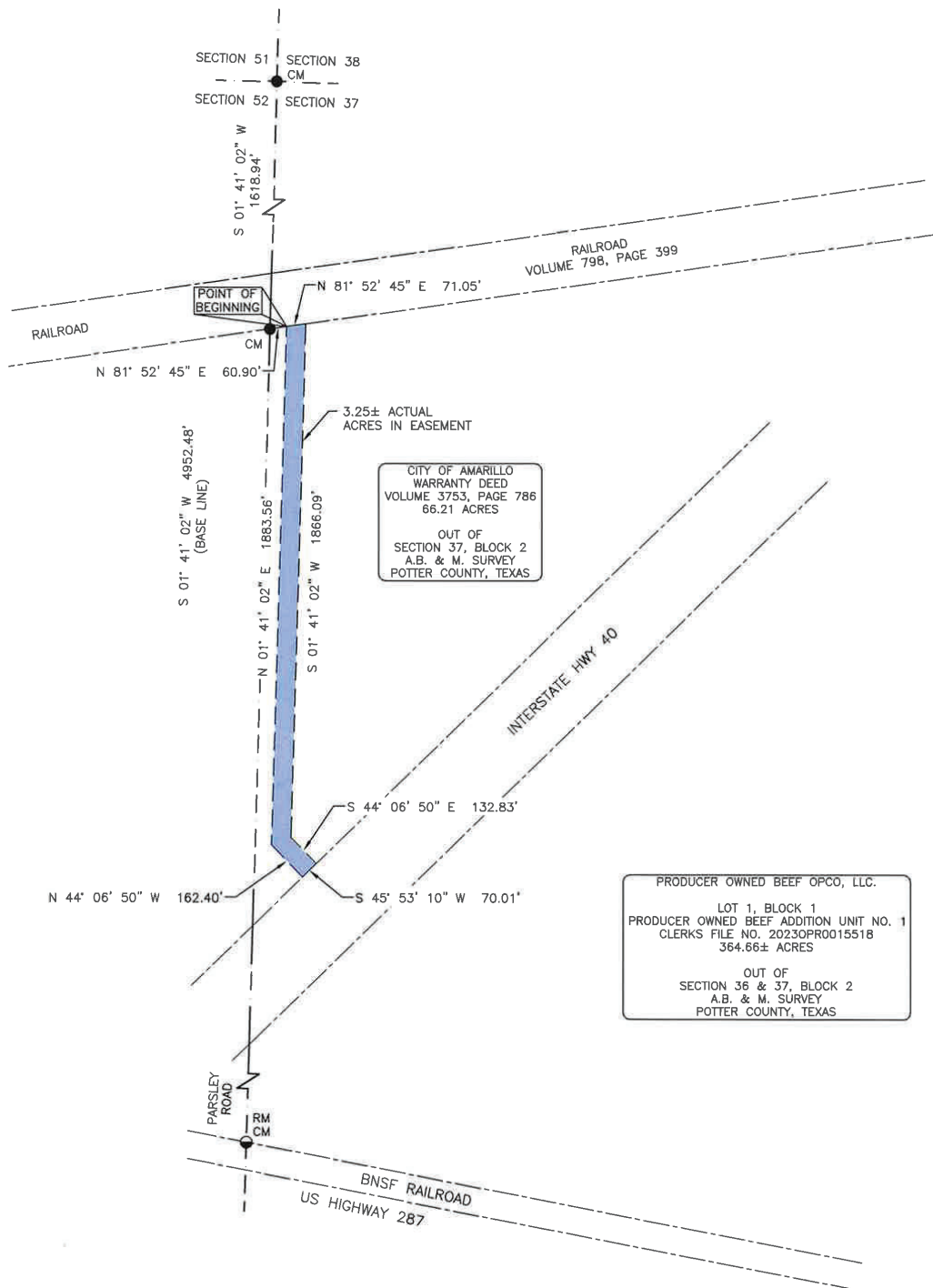
EASEMENT SURVEY FOR

SOUTHWESTERN PUBLIC SERVICE
T64 TRANSMISSION LINE

DRAWING C:\DWG23\XCEL\2332798

XCEL PARCEL NO. 2 SHEET 2 OF 2

EXHIBIT "A"



BASIS OF BEARING-- Bearings were derived using GPS relative positioning techniques based on an OPUS on October 18th, 2023 and are referred to Grid UTM Coordinate System--Zone 14N, NAD (1983).

Distances are Grid.

Combined Factor = 1.00016699

FURMAN LAND SURVEYORS, INC.

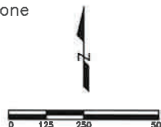
LONDON M. STOKES, RPLS

P.O. BOX 1416

AMARILLO, TEXAS 79105-1416

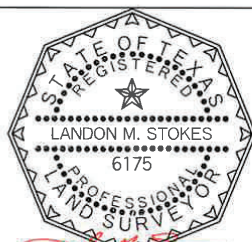
(806)374-4246

TEXAS FIRM #10092400 & 10092401



LEGEND

- 1/2" IRON ROD W/DEMOLISHED CAP FND
- ◐ 1/2" IRON ROD W/CAP STAMPED "RPLS 5437" FND
- CM CONTROL MONUMENT
- RM RECORD MONUMENT
- EASEMENT



LONDON M. STOKES
RPLS 6175 4-30-24

INDEXING INFORMATION

OWNER: CITY OF AMARILLO

LOCATION: SECTION 37, BLOCK 2, A.B.&M. SURVEY,
POTTER COUNTY, TEXAS

EASEMENT SURVEY FOR

SOUTHWESTERN PUBLIC SERVICE
T64 TRANSMISSION LINE

DRAWING C:\DWG23\XCEL\2332798

XCEL PARCEL NO. 3 SHEET 1 OF 2

TOTAL ACREAGE - 3.25±

Easement Description

A 3.25± acre easement out of Section 37, Block 2, A.B. & M. Survey, Potter County, Texas, also being out of that certain 66.21 acre tract of land described in that certain instrument recorded in Volume 3753, Page 786 of the Official Public Records of Potter County, Texas, said 3.25± acre easement having been surveyed on the ground by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

(Bearings and Distances are Grid UTM Coordinate System-Zone 14N, NAD (1983) using GPS relative positioning techniques based on an OPUS observed on October 18th, 2023.
Combined Sale Factor = 1.00016699)

COMMENCING at a 1/2 inch iron rod with demolished cap found for the Northwest corner of said Section 37, same being the common corner of Section 37, 38, 51, and 52, Block 2, A.B. & M. Survey, Potter County, Texas, from whence a 1/2 inch iron rod with cap stamped "RPLS 5437" found for the Southwest corner of Lot 1, Block 1, Producer Owned Beef Addition Unit No. 1, according to the map or plat thereof recorded in Clerks File No. 2023OPR0015518 as filed in the Official Public Records of Potter County, Texas, bears S. 01°41'02" W. (Base Line) 4952.48 feet;

THENCE S. 01°41'02" W. 1618.94 feet along the common line of said Sections 37 and 52 to a 1/2 inch iron rod with demolished cap found for the Northwest corner of said 66.21 acre tract of land, same being the Southwest corner of that certain tract of land (Railroad Right-of-Way) described in that certain instrument recorded in Volume 798, Page 399 of the Deed Records of Potter County, Texas;

THENCE N. 81°52'45" E. 60.90 feet along the North line of said 66.21 acre tract of land, same being the South Railroad Right-of-Way line to a point being the BEGINNING CORNER of this easement;

THENCE N. 81°52'45" E. 71.05 feet along the North line of said 66.21 acre tract of land, same being the said South Railroad Right-of-Way line to a point;

THENCE S. 01°41'02" W. 1866.09 feet to a point;

THENCE S. 44°06'50" E. 132.83 feet to a point being in the Southerly line of said 66.21 acre tract of land, same being the North Right-of-Way line of Interstate Highway 40;

THENCE S. 45°53'10" W. 70.01 feet along the Southerly line of said 66.21 acre tract of land, same being the North Right-of-Way line of Interstate Highway 40 to a point;

THENCE N. 44°06'50" W. 162.40 feet to a point;

THENCE N. 01°41'02" E. 1883.56 feet to the POINT OF BEGINNING.

Easement contains 3.25 acres of land, more or less.

FURMAN LAND SURVEYORS, INC.

LONDON M. STOKES, RPLS
P.O. BOX 1416
AMARILLO, TEXAS 79105-1416
(806)374-4246
TEXAS FIRM #10092400 & 10092401



LONDON M. STOKES
RPLS 6175 4-30-24

INDEXING INFORMATION

OWNER: CITY OF AMARILLO

LOCATION: SECTION 37, BLOCK 2, A.B.&M. SURVEY,
POTTER COUNTY, TEXAS

EASEMENT SURVEY FOR
SOUTHWESTERN PUBLIC SERVICE
T64 TRANSMISSION LINE

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XCEL PARCEL NO. 3 SHEET 2 OF 2

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Technology and Innovation
Department: Information Technology
Contact Person: Missy Laird, Director of Information Technology

Agenda Caption: CONSIDER APPROVAL - RENEWAL OF JD EDWARDS ANNUAL SOFTWARE SUPPORT

This item considers the approval of a renewal for the JD Edwards annual software support.

Award to: SHI (BuyBoard #661-22)

Amount: \$86,702.90

Funding Source: Information technology fund revenues

Is the item budgeted? Yes

Agenda Item Summary: The item under consideration is a renewal agreement with RiminiStreet, provided through SHI Government Solutions, for the continued support and maintenance of the JD Edwards application. The term of support will run from November 01, 2024 through October 31, 2025. JD Edwards is the enterprise resource planning application used by the City to collect, process, and manage data related to financing, accounting, purchasing, human resources, inventory, and work order processing.

Requested Action: Approval of award.

Funding Summary: Funding is available in 62021.69300 (Information Technology Enterprise Applications - Leased Software)

Purchasing Summary: Item is quoted via BuyBoard contract 661-22.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of award.

Attachments: 1. Bid Tabulation (7971)

Bid Evaluation For Quote 7971

JDE SUPPORT

SERVICES AGREEMENT

BUYBOARD CONTRACT 661-22

Line Number		Quantity
1	920 45 77 Support and Update Services, Microcomputer Software JDE SUPPORT SERVICES AGREEMENT RIMINI STREET-PART# NPN-RIMINI-JDESU-A CONTRACT NAME: BUYBOARD- TECHNOLOGY EQUIPMENT, PRODUCTS, SERVICES AND SOFTWARE CONTRACT # 661-22 COVERAGE TERM: 11/1/2024-10/31/2025	1.00

Vendor Number	Name	Unit Cost	Extended Price
328176	SHI GOVERNMENT SOLUTIONS INC	86,702.9000	86,702.90

TOTAL BID AMOUNT \$86,702.90



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Fiscal Responsibility
Department: Community Development
Contact Person: Jason Riddlespurger, Director of Community Development

Agenda Caption: CONSIDER AWARD - CONTRACT FOR NEIGHBORLY HOUSING CHOICE VOUCHER (HCV) SOFTWARE

This item considers the award of a five-year contract for a new housing management software solution for the Amarillo Housing Authority to Neighborly Housing Choice Vouchers.

Award to: Neighborly

Amount: \$136,500.00

Funding Source: Housing Choice Voucher Administration grant funds

Is the item budgeted? Yes

Agenda Item Summary: The Community Development Department is the Housing Authority for the City of Amarillo Housing Choice Voucher (HCV) program. The HCV program is integral to the provision of long-term subsidized rent assistance for qualifying low income residents. It is necessary to have up-to-date and job-specific software to effectively administer this program. The department has used a product called "Happy" for the past several years. While this program was adequate, newer software has been developed by other companies that far surpasses our previous software. The department participated in several demonstrations of the top-rated companies for HCV administration. One company called Neighborly demonstrated a superior product that rose above the others. Neighborly will allow the Housing Authority to provide a better system for the employees and the customer. The software provides efficiencies such as email capabilities that will eliminate our current process of USPS mailing. Additionally, the Housing Authority uses thousands of pages of paper and relies on the use of physical files for each of the 1,200 clients. The Neighborly system will allow us to eliminate our reliance on paper, move into the digital age and finally become closer to becoming a "paperless" department. Our department has had a positive relationship with the Neighborly company for several years as they have provided excellent software solutions for some of our grant programs.

Requested Action: Community Development requests the City Council's approval of this replacement Housing Choice Voucher software system contract with Neighborly.

Funding Summary: Funding for the software is from Housing Choice Voucher grant program provided by the U.S. Housing and Urban Development (HUD) Department.

Year 1: \$15,000

Year 2: \$0

Year 3: \$40,500

Year 4: \$40,500

Year 5: \$40,500

Total 5-year contract: \$136,500.00

Purchasing Summary: The City received three bids, of which Neighborly was found to be the most cost-effective and responsible bid, particularly in years one and two of the contract.

Community Engagement Summary: N/A

Staff Recommendation: Approval of Neighborly software contract.

Attachments:

1. TB24-7984_R
2. NeighborlySoftware_HCV_SaaSAgreement_AmarilloTX
3. Yardi Proposal for Amarillo Housing Authority
4. Emphasys Cost Proposal - City of Amarillo Community Development

Line Number		Quantity
1	920 00 Neighborly Software SOFTWARESERVICES Benevate, INC dba Neighborly Software Housing Choice Vouchers.	1.00

Five year total: \$136,500.00

Vendor Number	Name	Unit Cost	Extended Price
484533	BENEVATEINC.	136,500.0000	136,500.00

TOTALAMOUNT BID \$136,500.00

**BENEVATE, INC. dba NEIGHBORLY SOFTWARE
HOUSING CHOICE VOUCHERS**

Customer Information	
Account Name: City of Amarillo, TX	Initial Service Term: Five (5) Year from Effective Date
Address: 601 S Buchanan Amarillo, TX 79101	
Billing Contact Name & Title: Jason Riddlespurger	Phone: 806-378-3098 Email: Jason.Riddlespurger@amarillo.gov
Alternate Contact Name & Title:	Phone: Email:

PURCHASE SUMMARY

Annual Recurring Fees	Unit Price	Quantity	Annual Total
HCV Annual Subscription Year One	\$2,700.00	15	\$40,500.00
<i>City of Amarillo, TX is receiving an early adopter discount off year one subscription fees.</i>	\$2,700.00	15	-\$40,500.00
Services Included: • Hosted Software to Administer HCV Program • Dedicated Client Success Manager • Technical Support (Monday – Friday: 8:00 a.m. to 8:00 p.m. EST) • Hosting/Security in Microsoft Tier IV Data Center • Data Storage, Backup, and Recovery			
One-Time Fees	Unit Price	Quantity	One-Time Total
Implementation of HCV Program	\$15,000.00	1	\$15,000.00
Services include System Configuration, Program Design, and Administrator Training for the following programs: 1. Housing Choice Vouchers			
Subtotals			
Annual Subtotal Year One: <i>(Based on 15 Users)</i>			\$0.00
One-Time Subtotal (Implementation):			\$15,000.00
FIRST YEAR TOTAL:			\$15,000.00
Year Two Subtotal: <i>(Based on 15 Users)</i>			\$40,500.00
Year Two Early Adopter Discount:			-\$40,500.00
Year Two Total: <i>(Based on 15 Users)</i>			\$0.00
Year Three Total: <i>(Based on 15 Users)</i>			\$40,500.00

Year Four Total: <i>(Based on 15 Users)</i>	\$40,500.00
Year Five Total: <i>(Based on 15 Users)</i>	\$40,500.00
FIVE YEAR TOTAL:	\$136,500.00

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This SaaS Agreement (“Agreement”) is entered into on this ____ day of _____ 2024 (the “Effective Date”) between Benevate, Inc., d/b/a Neighborly Software, a Delaware Corporation, with its principal place of business located at 3423 Piedmont Rd. NE, Atlanta, GA 30305 (“Company”), and the Customer listed above (referred to as the “Customer”) (collectively referred to as the “Parties”). This Agreement includes and incorporates the above Order Form, the Terms and Conditions below, and Exhibits A - B attached hereto.

TERMS AND CONDITIONS

1. DEFINITIONS.

- a. “Authorized User” means those individuals identified and designated by the Customer to access the Software and Services, using his or her login credentials (email address and password), which may only be used by that single, named user.
- b. “Confidential Information” means all information, in oral, written, machine readable, sample or any other form, that either Party discloses (“Discloser”) to the other (“Recipient”) relating to the business of Discloser, whether furnished before or after the Effective Date of this Agreement, including, without limitation, information related to pricing, products, services, security, and any implementing regulations or guidelines, proprietary business practices, policies, finances, procedures, sales, costs, liabilities, markets, strategies, concepts, methods or employees, that is not generally ascertainable from public or published information or sources, and all analyses, compilations, data, studies, notes, memoranda or other documents prepared by Discloser based on such Confidential Information.
- c. “Customer Data” means any non-public, personal information and/or documents that are entered into the HCV Portal by the Customer or an end user.
- d. “Documentation” means the applicable training materials, user guides, publicly available marketing and/or proposal materials, and other similar information, or other documents disseminated under or governed by confidentiality obligations which pertain to the Software or Services provided by Company, which may be updated by Company at any time without notice to include information about new features and incorporate feedback to help Company’s customers understand how to use the Software and Services.
- e. “License Fees” means the annual cost for the administrative license(s) enabling users to have access to the Software.
- f. “Professional Services” means non-standard customization and services available at an additional fee, including, but not limited to, data migration services, in-person trainings, Power BI services, geographical data services, non-standard professional developer services, etc.
- g. “Services” means standard implementation services, configuration of stated program(s) to allow for enrollment, qualification, administration and reporting, access to the Software, technical support services, hosting and security services, data storage, backup, recovery, and other services provided by the Company as described in the Order Form or this Agreement.
- h. “Software” means the proprietary web-based products, including, but not limited to, the source code, object code or underlying structure, ideas, know-how or algorithms, documentation, or data related to the Services provided by Company, or its licensors identified on an Order Form and subsequently made available to Customer by Company in accordance with an Order Form or this Agreement.

2. SOFTWARE AND SERVICES.

- a. During the Term of this Agreement, Company will provide Customer access to, and use of, the Software, Services, and Documentation by enabling an HCV portal for Customer to access through a web browser (referred to as the “Portal” or “HCV Portal”).
- b. This Agreement does not contemplate any customized products, services, work-for-hire, or code developed exclusively for Customer. In the event that the Parties agree that Company shall provide such non-standard Professional Services, the description of the services and applicable ownership rights with respect to such Professional Services will be set forth in a separately executed Professional Services Agreement. This Agreement does not contemplate any IP rights beyond the terms provided herein.
- c. Company will make available to Customer all updates and any documentation for such updates to the Services. Company will use commercially reasonable efforts to ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services. General maintenance of the system is completed on a regular basis to ensure optimal performance of the Services.

- d. **Service Levels.** Company will use commercially reasonable efforts to maintain the availability of the Services at a level of 99.5%. For further specifications regarding the Service Levels, refer to Service Level Terms attached as Exhibit “A” to this Agreement.
- e. **Technical Support.** With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. (“Support Hours”). Customer shall initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.
- f. **Data Storage.** All Customer Data will be stored, processed, and maintained solely in data centers located in the United States.
- g. **Backup and Recovery of Customer Data.** Company is responsible for maintaining a backup of the Customer Data and for an orderly and timely recovery. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within a reasonable period of time.

3. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES.

- a. Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation, or data related to the Services (“Software”); (ii) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); nor (iii) use the Services or any Software for timesharing or service bureau purposes.
- b. Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing.
- c. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like.
- d. At no time is it permissible for an Authorized User to share their login credentials. The number of Authorized Users licensed hereunder is specified in Exhibit “C” or as formally requested and approved, in writing, during the Term. Customer is solely responsible for maintaining the status of its Authorized Users and the confidentiality of all login credentials and other Portal access information under its control. Customer will notify Company immediately if Portal information is lost, stolen, or disclosed to an unauthorized person or any other breach of security in relation to its passwords, usernames, or other Portal access information that may have occurred or is likely to occur. Company shall not be liable for any and all losses or liabilities that arise out of unauthorized access to the Portal and/or use of the Customer Data caused by Customer’s failure to maintain and control Portal access by Authorized Users.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

- a. **Duty Not to Disclose Confidential Information.** In connection with the Agreement, Recipient, and its employees and agents, may have access to the Confidential Information of the Discloser. Recipient shall, and shall ensure that its employees and agents shall, keep the Confidential Information of the Discloser in strict confidence and use it only for the purpose of performing its duties under this Agreement. Recipient will not directly or indirectly disclose, publish, disseminate, make available or otherwise communicate in any way, to any third person not having a need to know in order to perform its duties under this Agreement, any Confidential Information of the Discloser, without the Discloser’s prior written consent. Recipient will have appropriate safeguards in place within its organization to restrict access to Confidential Information to only those individuals as needed in connection with the performance of this Agreement. Recipient will take care of Confidential Information using at least the same standard of care it would use with its own confidential information, but in no event shall Recipient use less than reasonable care in protecting such Confidential Information.
- b. **Mandatory Disclosures.** In the event that Recipient is required by a binding order of a governmental agency or court of competent jurisdiction to disclose any Confidential Information of the Discloser, it shall, if legally permitted, provide the Discloser with prompt written notice (via e-mail that is acknowledged as received) to allow the Discloser an opportunity to appear and object prior to Recipient’s compliance with requested disclosure. The written notice shall provide Discloser with

sufficient information describing the content of the information to be disclosed. If such objection is unsuccessful, then Recipient shall produce only such Confidential Information as is required by the court order or governmental action.

- c. Customer shall own all rights, title, and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.
- d. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with implementation of services or support, and (c) all intellectual property rights related to any of the foregoing.
- e. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

5. PAYMENT OF FEES

- a. Payment Terms. Customer shall pay Company the fees listed in the Purchase Summary of the Order Form. An invoice for the fees will be sent to the Customer following the Effective Date. All invoices are due within thirty (30) days from the date of the invoice.
- b. Suspension of Service for Late Payments. If the Customer fails to pay any invoice in full within thirty (30) days from the due date, the Company shall have the right to suspend the Services until payment is received. Suspension of Services in accordance with this subsection shall not be deemed a breach of this Agreement.
- c. Addition of Users. During the Initial Service Term, the Customer may add additional Users based on the pricing stated in the Order Form on a pro rata basis.
- d. One-Time Fees. All one-time fees (including new programs) will be charged at the Company's current rates at the time the service is requested.
- e. Additional Implementation Fees. Implementation fees are based on a mutually agreeable Implementation Schedule (based on the number of programs purchased). Customer agrees to allocate the time and personnel necessary to complete implementation during this period. Unless the Parties agree to an alternative schedule, in writing, implementations extending beyond the allocated time will be subject to a weekly charge of \$1,000.00 per additional week.
- f. Fee Adjustments. Company reserves the right to adjust the fees listed in the Order Form at the end of the Initial Service Term or then-current renewal term. Notice of any fee adjustment will be provided to the Customer via an invoice (via e-mail) based on the Company's then-current pricing, sixty (60) days prior to end of the Initial Service Term or then-current renewal term.
- g. Taxes. The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Customer is a tax-exempt entity, you agree to provide Company with a tax-exempt certificate. Otherwise, Company will pay all applicable taxes to the proper authorities and Customer will reimburse Company for such taxes (this excludes Company's income taxes, both federal and state, as applicable, arising from Company's performance of this Agreement).
- h. The parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform and this Agreement does not constitute such commitment. The Customer's obligation to pay under this Agreement is contingent upon Customer's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations hereunder, as of the last day for which funds have been appropriated. The Customer shall immediately notify the Company in writing (via e-mail), upon determining that sufficient funds will not be budgeted and appropriated in any fiscal year under this Agreement.

6. TERM AND TERMINATION

- a. Term and Automatic Renewal. Subject to earlier termination as provided below, the term of the Agreement shall commence on the Effective Date and shall cover the Initial Service Term as specified in the Order Form and shall **automatically renew** for additional one (1) year periods following the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

- b. Termination for Cause. Either party may terminate this Agreement if the other party:
 - (i) commits a material breach and fails to remedy that breach within fifteen (15) days from receiving written notice of the breach; or
 - (ii) becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against the other party and is not dismissed within sixty (60) days; provided however that in such event, termination will not require notice to the other party.
 - c. Termination Procedures. Upon termination for any reason, the Parties shall proceed with the following procedures: (i) Company will immediately disable access to the HCV Portal; (ii) Customer will provide contact information necessary to facilitate the return of the Customer Data within thirty (30) days following termination; (iii) Company shall return the Customer Data via the Secure File Transfer Protocol promptly upon receipt of necessary information from Customer to facilitate the return; and (iv) Customer Data will be deleted sixty (60) days from the date that the Customer Data is returned.
- If Customer fails to cooperate in facilitating the return of the Customer Data, Contractor reserves the right to delete the Customer Data ninety (90) days after the termination of the Agreement. Customer is solely responsible for ensuring that the Customer Data is downloaded, stored, and reviewed. Customer acknowledges and agrees that Company has no obligations whatsoever with regard to the Customer Data following the final destruction. Upon request, Company will provide Customer with a Certification of Data Destruction. This Section shall survive the termination of this Agreement.
- d. Optional Data Retention. If Customer desires for Company to retain the Customer Data beyond sixty (60) days from the date of the final extraction, Customer must make that request, in writing (via email), and receive an acknowledgement of said request. Requests that do not receive an acknowledgement or requests that are made after the sixty (60) day window are not considered valid. The minimum cost for continued data retention is \$6,000.00 for six (6) months.

7. WARRANTY AND DISCLAIMER

- a. Company Warranty. Company represents and warrants the following: (a) the Documentation sufficiently describes features, functionality, and operation of the Software as applicable; (b) the Software, as applicable, conforms to the Documentation and is free from defects in material and workmanship; (c) the Software does not contain any viruses or other malicious threats, programs, features, or devices (“Viruses”) that could harm Customer, and Company uses commercially reasonable efforts to prevent and eradicate such Viruses. Furthermore, consistent with prevailing industry standards, Company shall maintain the Software in a manner which minimizes errors and interruptions and shall perform the Services in a professional and workmanlike manner. Notwithstanding the foregoing, the Software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption
- b. Data Breach. In the event of any act, error or omission, negligence, misconduct, or breach by the Company that compromises the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data, Company shall, as applicable: (i) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; and (ii) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer.
- c. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE AND SERVICES. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SOFTWARE AND SERVICES.

8. INDEMNITY

- a. Company will indemnify, defend, and hold harmless the Customer against all claims, suits and actions asserted by an unaffiliated third party against the Customer for liabilities, damages and costs, including reasonable attorneys' fees, incurred in the defense of any claim brought against Customer alleging that any Software or Services infringes or misappropriates a third-party's U.S. registered patent right, trademark, or copyright (an "Infringement Claim"), provided Company is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Customer shall not settle or compromise such Infringement Claim without the express written consent of the Company.
- b. Company's indemnity obligation under this Section shall not extend to claims that arise from:
 - (i) An unauthorized modification of the Software or Services by Customer where the Software or Services would not be infringing without such modifications;
 - (ii) Customized portions of the Services designed in accordance with written specifications provided by Customer where the Software or Services would not be infringing but for Company's compliance with such written specifications;
 - (iii) The failure of Customer to install an update to the Software or Services provided by Company that would have avoided the actual or alleged infringement;
 - (iv) The combined use by Customer of the Software or Services with other components, products, or services not provided by Company where the Software or Services would not be infringing but for such combination; and/or
 - (v) Workflows, analytic applications, algorithms, or other applications or programming built by Customer or created by or on behalf of Customer without Company's approval.

9. LIMITATION OF LIABILITY

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN PARAGRAPH 4; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPHS 3(D) AND 8; OR (3) A PARTY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED, TO LEGAL FEES AND EXPENSES), WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY OR NEGLIGENCE. EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN PARAGRAPH 4; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPHS 3(D) AND 8; OR (3) A PARTY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE GREATEST AMOUNT OF THE FEES PAID OR OWED BY EITHER PARTY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS IN THIS SECTION FORMED A BASIS FOR ENABLING EACH PARTY TO OFFER AND ACCEPT THE TERMS HEREIN.

10. INSURANCE

- a. During the course of performing its duties under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$2,000,000 in aggregate and \$1,000,000 each occurrence; (b) Professional Liability (E&O) of at least \$5,000,000; (c) Cyber Liability of at least \$5,000,000; (d) Commercial Auto Insurance for Hire and Non-owned vehicles of at least \$1,000,000; and (e) Workers Compensation complying with applicable statutory requirements. Company will provide Customer with copies of certificates of insurance upon Customer's written request.

11. DISPUTE RESOLUTION

- a. With the exception of actions for injunctive relief for actions arising under the Confidentiality provisions of Section 4 of this Agreement, the Parties intend that any and every dispute by and between them, including but not limited to any dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, be resolved first by resorting to mediation, to be conducted in a mutually agreeable location in accordance with the laws of the State of Texas.

12. NOTICE

- a. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered (a)

personally or by overnight courier, (b) sent by email, or (c) forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or email address as set forth in this section. E-mail is the preferred method of notice. Any change of address, e-mail address, telephone number, or person to receive notice shall be made by notice given to the other Party.

- b. Addresses. Subject to change pursuant to this Section above, the addresses for notices are as follows:

For the Company:

Jason Rusnak
Benevate, Inc. (dba Neighborly Software)
3423 Piedmont Rd, NE
Atlanta, GA 30305
Phone: 702-864-7231
Email: Jason.Rusnak@NeighborlySoftware.com

Sarah Bohentin
Benevate, Inc.
Phone: 850-363-1717
Email: Sarah.Bohentin@NeighborlySoftware.com

For the Customer:

City of Amarillo, TX
601 S Buchanan
City of Amarillo, TX
Phone: 806-378-3098
Email: Jason.Riddlespurger@amarillo.gov

13. MISCELLANEOUS

- a. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- b. Waivers. No waiver of any provision of this Agreement or consent to any action shall constitute a waiver of any other provision of this Agreement or consent to any other action. No waiver or consent shall constitute a continuing waiver or consent or commit a Party to provide a future waiver. Any provision of this Agreement may be waived only with the written consent of the Parties. Company may use Customer's name and logo in a list of customers section on its website.
- c. Entire Agreement & Amendments. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- d. Assignment. This Agreement is not assignable, transferable, or sub-licensable by either Party without the other Parties prior written consent, except as such assignment, transfer or sublicense is in connection with a merger, acquisition, or similar change of control event.
- e. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Parties do not have any authority of any kind to bind the other Party in any respect whatsoever.
- f. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of amounts due) to the extent caused by strikes, shortages, riots, insurrection, fires, flood, storm, explosions, pandemics, acts of God, terror, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Upon an occurrence of an event of force majeure, Company cannot ensure uninterrupted or error free service or access to the Software or Services and there may be periods where access is delayed, limited or unavailable. Company shall use commercially reasonable efforts to provide the Software or Services to Customer in accordance with its Business Continuity and Disaster Recovery Plan a copy of which will be provided upon written request.

- g. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Texas.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

BENEVATE, INC.

CITY OF AMARILLO, TX

By: _____

By: _____

Name: J. Jason Rusnak

Name: _____

Title: President, Benevate, Inc.

Title: _____

EXHIBIT A

Service Level Terms

This Exhibit A outlines the Company's commitments to provide Support Services and problem resolution regarding the performance of the Software and/or Services (not applicable during Pilot Period).

1. Definitions.

- a. "Error" means a failure of the Software to perform in accordance with the Documentation, resulting in the inability to use, or material restriction in the use of, the Software.
- b. "Scheduled Downtime" means any period of time during which the Software or Services are unavailable due to the Company's planned maintenance and support of the Software or Services. Scheduled Downtime is excluded from the 99.5% Service Availability calculation.
- c. "Support Services" means technical support assistance provided by Company personnel to Customer's designated administrators for problem resolution, bug reporting, and/or technical assistance.
- d. "Unscheduled Downtime" means any time the Software is not available due to an event or circumstance excluding Scheduled Downtime or Force Majeure and the amount of time required by Company to resolve or provide a work around for the failure of any documented feature required to complete a primary function of the Software in accordance with the Documentation.
- e. "Update" means any error correction, bug fix, patch, enhancement, improvement, update, upgrade, new version, release, revision or other modification to the Software or Services provided or made available by the Company pursuant to the Agreement, including, without limitation, any update designed, intended, or necessary to make the Software, Services, or Customer's use thereof compliant with applicable law.

2. Service Availability.

- a. Company will use commercially reasonable efforts to maintain the availability of the Software to the Customer at 99.5%. All Updates will be completed outside of standard business hours (same as Support Hours). Notification of Updates will not be provided unless downtime is expected. If major Updates are required during standard business hours due to necessity, Company will provide notification to Customer as soon as reasonably possible. Updates during Scheduled Downtime and are excluded from the 99.5% Service Availability calculation.

3. Technical Support.

- a. Availability. With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. ("Support Hours").
- b. Procedure. Customer must initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Help tickets in the manner set forth in Paragraph 4.
- c. Conditions for Providing Support. Company's obligation to provide Software or Services in accordance with the stated Service Availability is conditioned on Customer providing Company with sufficient information and resources to correct the Error, as well as access to the personnel, hardware, and any additional systems involved in discovering the Error.

4. Ticket Resolution. Company will use all commercially reasonable efforts to resolve support tickets in the process described below. Response metrics are based on issues being reported during Support Hours.

- a. Standard Ticket: Issue does not significantly impact the operation of the software or there is a reasonable workaround available.

- (i) Response Metric: Company will use commercially reasonable efforts to respond and resolve all Standard tickets within eight (8) business hours of notification.
 - b. Priority Ticket: Software is usable, but some features (not critical to operations) are unavailable.
 - (i) Response Metric: Company will use commercially reasonable efforts to respond to all Priority tickets within two (2) hours and resolve Priority tickets within six (6) business hours of notification.
 - c. Emergency Ticket: Issue has rendered software unavailable or unusable, resulting in a critical impact on business operations. The condition requires immediate resolution.
 - (i) Response Metric: Company will use commercially reasonable efforts to respond to all Emergency tickets within one (1) hour and resolve Emergency tickets within two (2) business hours of notification.
5. **Remedies.** If Customer reasonably believes that Company has failed to achieve its Service Availability commitments in any given month, the Company shall, following Customer's written request, provide a report that contains true and correct information detailing Company's actual Service Availability performance. Customer must have reported an issue with the Service Availability within the calendar month and must request the report within ten (10) days of the end of the calendar month. The sole remedies for failure to meet the Service Availability level of commitment is a service refund based on the following:
- a. less than 99.5% but equal to or above 97%, Company shall provide Customer with a root cause analysis and a written plan for improving Company's Service Availability to attain the 99.5% Service Availability and Company shall promptly implement such plan;
 - b. between 96.9% and 95%, Company shall provide Customer with a service refund in an amount equal to 10% of the prorated amount of the License Fees for one month;
 - c. between 94.9% and 92%, Company shall provide Customer with a service refund in an amount equal to 25% of the prorated amount of the License Fees for one month;
 - d. Less than 92%, Company shall provide Customer with a service refund in an amount equal to 100% of the prorated amount of the License Fees for one month;
6. **Exclusions.** Company shall have no liability for, and shall make no representations or warranties respecting Service Availability or lack of availability of the Software due to: (1) outages caused by the failure of public network or communications components; (2) outages caused by a Force Majeure event; (3) outages or Errors caused by the Customer's use of any third-party hardware, software, and/or services; (4) Errors caused by the individual Authorized User's desktop or browser software; (5) Errors caused by the Customer's negligence, misconduct, hardware malfunction, or other causes beyond the reasonable control of the Company; and/or (6) Customer has not paid License Fees under the Agreement when due.

EXHIBIT B

Sample Termination of Services and Data Destruction Agreement

This Termination of Services and Final Data Destruction Agreement is made as of **[Effective Date]**, by and between Benevate, Inc. d/b/a Neighborly Software, a Delaware corporation (the “Company”), and **[Full Legal Name]** (the “Customer”), collectively referred to as the “Parties.”

Pursuant to the Software as a Service Agreement, attached hereto as Exhibit “A” (referred to as the “Agreement”), the Company has housed the Customer Data (defined as any non-public, personal information provided by the Customer to the Company to enable the provision of Services).

1. The parties agreed to terminate the Agreement as of **[Date]** (Termination Date) and acknowledge and agree to the terms provided herein.
 - a. **Portal Disabled**. The Company disabled the Customer’s HCV Portal website on the Termination Date, restricting Customer’s ability to insert or alter any data in preparation for the final data extraction.
 - b. **Final Extraction of Customer Data**. Company completed a final extraction of the Customer Data and provided said data to the Customer on **[Date]** (**Final Extraction Date**), via the Secure File Transfer Protocol (SFTP).
 - c. **Loss of Access**. The Customer shall continue to have access to the Customer Data via the Secure File Transfer Protocol (SFTP) until **[Date]**, thirty (30) days from the Final Extraction Date.
 - d. **Customer Responsibility**. The Customer is solely responsible for retrieving and storing the data provided via the SFTP within this thirty (30) day period. If the Customer fails to retrieve and store the data, there is no recourse as the data will have been permanently deleted in accordance with subsection (e).
 - e. **Destruction of Data**. The Customer Data will be permanently deleted by the Company on **[Date]**, forty-five (45) days from the Final Extraction Date.
2. **Customer Acknowledgement**. The Customer acknowledges and agrees that the Company has no obligations whatsoever with regard to the Customer Data following the final destruction of the data as referenced above.

The parties have executed this Termination of Services and Final Data Destruction Agreement as of the date first above written.

EXHIBIT C

AUTHORIZED USERS

In the space provided, please identify the Authorized Users to have access to the HCV Portal. Changes to this list can be made throughout the Term of the Agreement by requesting the addition or removal of Authorized Users in writing.

	Name	Email Address
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Yardi PHA Suite Proposal

July 17, 2024

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Proposed Products

Empower your team with a single, connected solution that delivers everything you need to work smarter and serve program participants better from front office to back office. Consolidate your operations on Yardi Voyager, then expand the platform with tools and services from our seamless product suite for PHAs. Products for online applications and recertifications, compliance workflows, applicant screening, payments, utility billing and management, grant management, budgeting, construction, online purchasing, and paperless invoice processing are all built directly into Yardi Voyager.

1. Proposed Products

Yardi Voyager PHA

Yardi Voyager PHA is the industry's only single-stack, web-based, mobile platform. Accounting, property management, and analytics for Public Housing, Housing Choice Vouchers, RAD conversions, and affordable housing are seamlessly built into one intuitive system.

Efficient Unit & Voucher Management

Streamlined workflows help manage work orders, process purchase orders, and oversee on-site inspections with detailed reporting. Multiple types of waiting lists are available to help track all necessary data for HUD's income targeting requirements. Custom one-to-many tables are configurable to track every important detail necessary to meet your local property management requirements.

Integrated Case Management

Employment training courses, counseling, and other case management services are recorded in the core system and linked with participant and property management data.

Waiting List Management

Configurable intake processes help your staff record all applicant information. Yardi Voyager supports multiple types of waiting lists, and you can place applicants on several lists at once. The software tracks all necessary data and produces all reports to ensure compliance with HUD's income targeting requirements.

End-to-End Participant & Landlord Management

Yardi Voyager tracks interactions with participants and owners. Staff can add all documentation to create centralized prospect records, housing applications, eligibility approvals, move-out records, and more.

Income Targeting

The software tracks and reports on statistical income target data and status per HUD requirements.

Comprehensive, Real-Time Reporting

Yardi Voyager produces dynamic, real-time reports to meet your HUD requirements, including:

- FDS (Financial Data Schedule)
- PHAS (Public Housing Assessment)
- VMS (Voucher Management System)
- SEMAP (Section 8 Management Assessment Program)

Reporting and audit trails give you insight into every aspect of your organization. Specialized dashboards and analytics show real-time operational, financial, and compliance information for core PHA processes and add-on services such as ScreeningWorks Pro and Yardi Utility Billing.

Key Management Indicators (KMI)

Program type: All Relevant Programs

Effective Dates Included: 5/1/2013 through 8/31/2014

Property: s8 VO Voucher Property

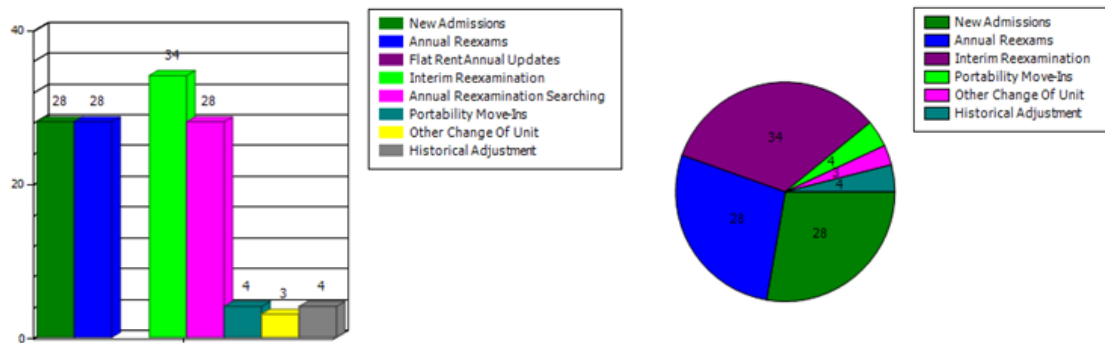
Families Reported**Families Reported**

50058s Received (#)	End Of Participation (#)	Portability Move-Outs (#) (Vouchers Only)
76	4	18

Distribution by Families Reported *** Some families may be included in multiple categories ***

New Admissions (%)	Annual Reexams (%)	Flat Rent Annual Updates (Public Housing Only)	Interim Reexaminations (%)	Annual Reexamination Searching (%) (Vouchers Only)	Portability Move-Ins (%) (Vouchers only)	Other Change Of Unit (%)
28	28	0	34	0	4	3

Historical Adjustments (%)
4

**Compliance & Administrative Management**

PHAs face significant compliance and administrative responsibilities. Yardi Voyager provides all the tools you need to track required data for Public Housing, Housing Choice Vouchers, and the complete spectrum of federal, state, and local housing subsidy sources.

- **50058 Compliance.** Using the 50058 form and HUD guidelines for Public Housing and HCV, Yardi Voyager manages workflows, tracking, and reports to help you run your agency efficiently and maintain compliance. It enables MTCS/PIC transmission using rules from the technical reference guide to perform extensive, automatic pre-submission error checking, which greatly reduces 50058 PIC submission errors. Once you receive the transmission result file from PIC, our MTCS file reconciliation process offers detailed information to resolve any reported errors.
- **Resident Service Programs.** Yardi Voyager helps manage each phase of your resident service programs, including FSS, EID, and Community Service. You can use planned interview questionnaires to determine needs and goals, create assessments, generate action plans, and report progress on the 50058.

Administrative Management

Yardi Voyager helps you administer Public Housing, Housing Choice Vouchers, and RAD conversions.

- **Unit Rent Reasonableness Comparisons.** HUD requires PHAs to confirm that unit owners charge reasonable rents to HCV participants. Yardi Voyager performs rent reasonableness comparisons to help your agency meet these requirements.

- **Portability Tracking.** Portability allows families to use voucher assistance outside the original issuing PHA's jurisdiction. Yardi Voyager manages the workflow for the HUD 52665 Family Portability Information form.
- **Abatements & Tenant Holds.** You can hold all or specific payments for housing assistance, utility reimbursements, and FSS escrow credits. You can customize Yardi Voyager screens to help you manage these processes further.
- **Landlord Garnishments & Overpayments.** You can garnish the property owner for a portion or the entire HAP. Landlord overpayments are easily processed in Yardi Voyager.
- **Tenant Payment Agreements.** A tenant payment agreement (TPA) enables the resident to pay a debt to the PHA over time. Our TPA process reverses actual aged charges and adds new charges per the agreement terms. A resident can have multiple payment agreements.

Strategic Benefits

- Real-time, mobile access through all major browsers
- The only comprehensive platform for accounting, compliance, and agency management from a sole-source vendor
- Full business solution with flexibility to add a suite of built-in Yardi products and services
- Streamlined 50058 compliance for Public Housing and HCV
- Hundreds of standard reports and custom analytics with drilldown to transaction level
- Integrated compliance and reports for HUD 50059, Tax Credit, HOME Funds, Rural Development Section 515, and RAD

Yardi Voyager Residential

Yardi Voyager is the industry's premier integrated platform for real estate management. This browser-based system combines accounting and property management information in one centralized database. Global access ensures faster processing and allows staff to run real-time reports from anywhere on demand. System-wide transparency allows site staff and supervisors to work efficiently, streamline workflows, and communicate easily across the agency.

Yardi Voyager helps you optimize control over management tasks and increase operational efficiency. Modeled on industry-standard practices, Yardi Voyager streamlines workflows with straightforward, intuitive processing of all participant information, from intake through move-out.

Financial Management

Our comprehensive accounting platform is configurable to unique agency policies, procedures, and reporting needs to make financial management processes more efficient. Yardi Voyager meets all HUD requirements for financial management, including asset management project (AMP) reporting.

- **Accounts Receivable.** Our comprehensive receivable functionality includes resident invoicing, letters, and statements; automatic and manual payment receipting; and configurable back rent calculation. These functions integrate with the general ledger, cash receipting, and accounts payable. You can enter data in real time, post unlimited recurring charges, and manage late fees with grace periods. Yardi Voyager manages complex rent rolls, overages, and multiple checking accounts. You can generate one-time and recurring invoices, customizable rent statements, and reconciliation letters for bulk print or emailing to residents.
- **Accounts Payable.** Yardi Voyager streamlines payable processing and reduces costs by converting paper invoices into electronic transactions, virtually eliminating paper and mailing costs. Automated workflows efficiently route invoices through approvals to vendor payment.
- **General Ledger.** The powerful general ledger allows your agency to use a single chart of accounts with configurable accounting segments. The system includes cash and accrual books, and you can configure multiple additional books. Users can drill down to base transactions from high-level reports, distribute expenses across properties or entities based on predefined allocation percentages, and apply consolidated journal entries automatically to multiple entities based on percentages or statistical data.

Property Management

When an applicant first contacts your office, intake staff completes a guest card with contact information, unit preferences, expected move-in date, and household information. A wizard-like workflow processes applicants through move-in. Guest cards remain available for returning applicants.

Upon approval, the applicant becomes a resident, and the captured guest-card data automatically populates the new resident record. The resident stage of the workflow follows participants through the duration of their tenancy. From a single location, you can process move-ins, rent receipts, lease renewals, unit maintenance, notices, move-outs, and deposit accounting.

Analytic Reporting

Yardi Voyager includes a powerful set of analytic reports that create visibility into your operations. You can drill down from each report screen to the underlying data, down to the individual transaction. Filtering reports by properties, timeframes, and data attributes lets you zoom in quickly on the most relevant information. Our end-to-end system architecture creates insight into work orders, utility consumption, material inventory, and more, directly from the core Yardi Voyager user interface.

Key Features

- Calendars with alerts for tasks needing attention
- Comprehensive reporting
- Automated move-in and move-out accounting
- Streamlined unit-transfer management
- Lease renewal workflow
- EFT/ACH processing

Strategic Benefits

- Real-time information on demand
- User-friendly dashboards specialized for agency staff roles
- Drilldown links to underlying data
- Easy intake management
- Streamlined operations
- Complete audit trail for transparency
- Software as a Service (SaaS) deployment

Yardi Voyager Affordable Housing

Yardi Voyager Affordable Housing is an end-to-end platform for compliance, accounting, and property management for portfolios with multiple subsidy types and sources. Using one centralized database, this web-based system streamlines household qualifications and automates compliance. It includes all the tools you need to manage single- or multi-layered funding, including Low Income Housing Tax Credit, HUD Project-Based Section 50059, HOME Funds, and USDA/RHS Section 515 properties. Intuitive workflows shorten training times and raise productivity.

Compliance Features

- Section 42 Low Income Housing Tax Credit (LIHTC)
- All HUD project-based 50059 contracts
- HOME funds
- Bond tracking and property/unit set-asides
- RHS Section 515 (Rural Development)

Key Features

- Quick pre-qualifying and simple step-by-step qualifying
- Combined subsidies and single data entry for multiple layers of subsidy
- Historical income limits
- 50059 baseline conversion tool
- Wizard workflow for pre-certification of applicants based on project type
- Complete certification histories for residents
- Customizable recertification letters and notices
- Dashboard summary of compliance tasks and alerts for tasks due
- Flexible, unlimited waiting lists, including HUD-required reports
- Affordable and compliance analytics and lists of daily activities
- Rent repayment agreements
- Traffic monitoring
- Complete audit trail of receipts by unit or resident
- User group-specific views and permissions
- Extensive standard reporting with drilldown to underlying data
- Custom report writing tools
- Multiple styles of resident ledgers

Yardi Fixed Assets

Included with Yardi Voyager PHA, Yardi Fixed Assets enables you to manage assets that require different depreciation methods directly in Yardi Voyager. You can track the full depreciation history as assets age and monitor fixed assets from purchase order through purchase, use, and final disposition. Linking new assets with purchase orders creates payable invoices and journal entries.

Strategic Benefits

- Multiple depreciation methods and conventions
- Asset creation from one or more payables and journal entries
- Full depreciation history in Yardi Voyager
- Comprehensive reporting with drilldown

Key Features

- Integrates purchase and work order functionality to generate an asset with a unique tracking number automatically
- Leverages user-defined status options to reserve, schedule for move, move, receive, or assign an asset to intermediate stages
- Tracks asset locations with full history, such as in service, in storage, on a truck, or a user-defined location
- Enables users to build assets from a collection of journal entries and payables (such as a software implementation project)
- Calculates depreciation in a variety of ways, including placing on hold (for example when selling a property) and performing catch-up depreciation
- Reconciles actual fixed assets periodically with the quantities showing in the system
- Automates asset dispositions and the resulting journals

Yardi Inventory Control

Included with Yardi Voyager PHA, Yardi Inventory Control is the ideal solution for managing inventory as it is distributed and transferred among multiple locations. You can follow inventory from purchase order issuance through transfer from warehouses to transport vehicles and properties. Yardi Inventory Control effortlessly tracks the financial impact of inventory movement, locations, and types of use. You can monitor the labor and materials used to complete work orders, quickly reconcile the physical count of on-hand inventory items, and automatically reorder inventory as needed. You can also update pricing based on amounts paid on purchase orders. Additionally, your staff can perform inventory control tasks using several common barcode scanners. The recorded data updates the Yardi Voyager database in real time, eliminating redundant data entry and helping warehouse staff work more efficiently.

Strategic Benefits

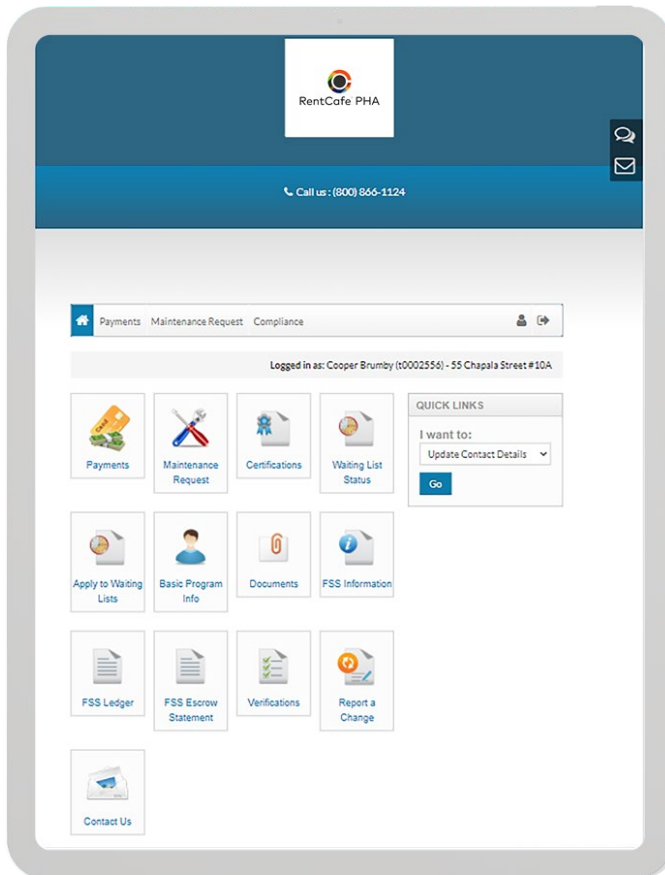
- Precise inventory control
- Tracking of financial impact of inventory movement
- Automatic reordering of supplies
- Comprehensive report package for better inventory management

Key Features

- Ties specific inventory locations to properties (e.g., property staff can only access inventory at the local warehouse)
- Groups user-defined item types into user-defined categories
- Tracks entire inventory location history and movement with drilldown to individual POs
- Records distribution requests for approval
- Shows all inventory in its source location(s)
- Transfers individual items from various source locations to multiple destinations
- Records checking in and out of materials used for maintenance duties; automatically adjusts inventory counts and work orders
- Generates purchase orders automatically when quantities on hand plus quantities on order fall below the specified reorder level
- Displays all available vendors and corresponding prices for selection or optionally selects lowest prices automatically
- Reconciles actual physical inventory entered by hand or by barcode scanner with the quantities in the system automatically

RentCafe PHA

PHAs can simplify and expedite housing applications with RentCafe PHA, a compliance and eligibility portal that replaces paper forms and applications. It includes convenient features such as family profile management, data review, and newsletters. Seamless integration with Yardi Voyager PHA eliminates the need to re-enter client information once the applicant becomes a resident.



Key Features

- Compliance tracking for HUD 50058 programs
- Online applications for multiple public housing waiting lists integrated with Yardi Voyager
- Self-service access 24/7, reducing phone calls from applicants, residents, and landlords
- Online payments, maintenance requests, annual rent reviews, and recertifications
- HCV landlord/owner access to reduce time-consuming phone calls about payments and other account information
- Customizable layouts, links, and pictures

Online Application & Applicant Portal

RentCafe PHA can replace paper-based applications with web-based workflows that can be configured to your agency's requirements. Built-in system checks ensure applicants complete all required steps in the process, so your staff spends less time following up on incomplete applications and can screen applicants for eligibility more quickly.

Applicants can update their contact information, download PHA forms, and review their waiting list position, family details, and assets. They can complete and sign their intake certifications online. Electronic applications also eliminate costly and potentially unsecured storage of physical files.

Save My Spot

The unique Save My Spot feature lets your staff spend fewer hours maintaining waiting lists by enabling applicants and residents to remove themselves from the lists during a purge. This keeps your waiting lists up to date and eliminates the need to print, mail, and process forms for waitlisted participants manually.

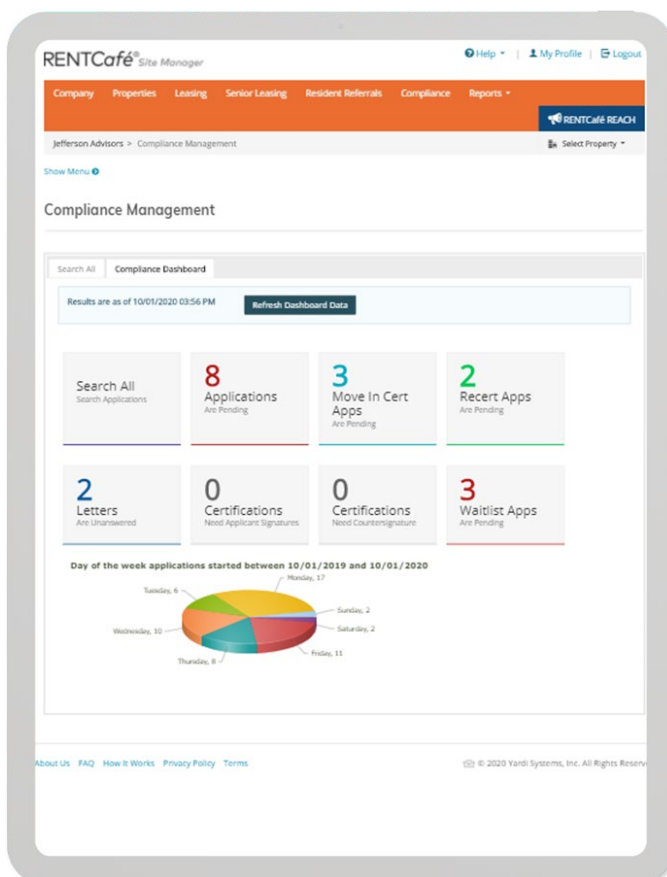
Applicants receive automated notifications and simply click a link to keep their spot or be removed from the waiting lists.

Resident/Participant Portal

With the RentCafe PHA resident portal, participants can update their contact information, submit service requests, check the status of PHA verifications, and download PHA forms. They can also review inspections, family details, and FSS. With RentCafe PHA online certifications, participants can complete their recertifications, upload required documentation, and sign documents electronically.

Online Certifications

HUD's 2015 Administrative Fee Study (huduser.gov/portal/hcvfeestudy.html) reports that housing authorities spend an average of \$226 per annual household recertification for Housing Choice Vouchers, including staff time, materials, postage, etc. Online certifications via RentCafe PHA offer your applicants and participants a self-service tool for completing their intake certification, recertification, and interim workflows. They can upload documents via smartphones, tablets, or computers and sign electronically. Your applicants and participants gain more flexibility, and your agency saves on materials and staff effort for certification interviews and document handling.



Landlord Portal

The RentCafe PHA landlord portal supports your landlord recruitment and retention efforts by offering 24-hour access comparable to private management companies. Landlords and owners can quickly access their profile information, caseworker, and ledgers. They can review scheduled and completed inspections, update unit details, and set up direct payments. Electronic attachments, forms, newsletters, and messages help you stay connected with landlords and keep information current.

Secure, Convenient Access

Whether participants access RentCafe PHA at a kiosk in your office or from their home, their personal information is always protected. Comprehensive security includes encryption of all data transmittals.

Affordable Housing

RentCafe Affordable Housing is an online portal for applicants and residents that replaces paper-based application and compliance processes. Standard workflows verify compliance with state and federal programs, including HUD-50059, Section 42 Tax Credit, HOME, and Rural Development, as well as properties funded with combinations of these programs. Simple, self-service data entry protects you from fair housing claims and reduces the need for staff coaching.

Online Application

My Application

- Language Selection
- Eligibility
- Apartment Selection
- Application Information
- People
- Your Income
- Other Income
- Your Assets
- Final Review & Submission

Application Progress: 45%

Apartment Selection | Application Information | Housing Application

Applications & Certifications | HI, Sheila

* Denotes a required field

Upload Documents | View Messages | Take me to the Summary

Tell us about your household income.
Make sure to include the income of all household members, including children!

Do you or any member of your household have the following :

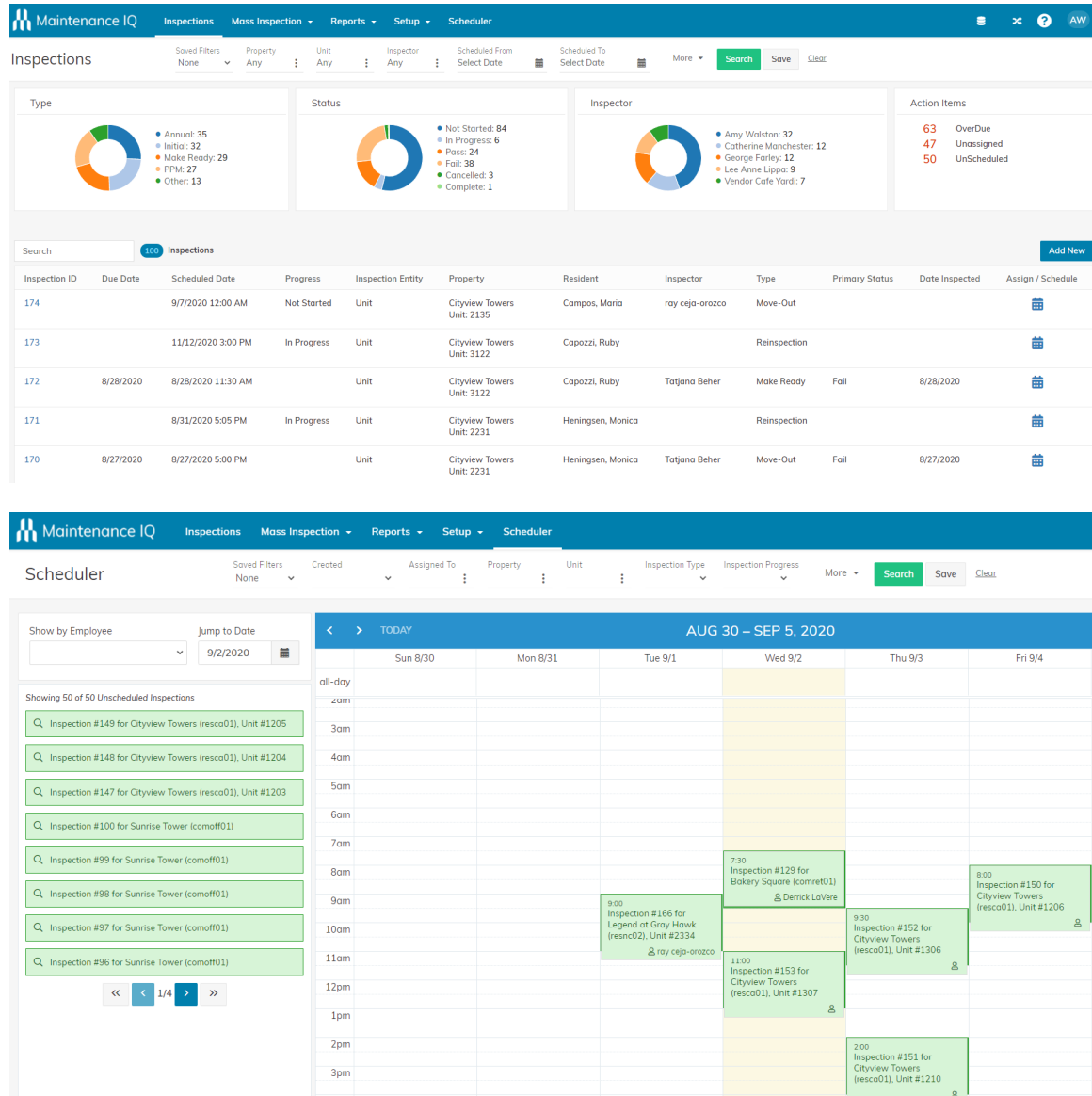
Do you have full-time or part-time wages? *	☐ Yes ☒ No
Do you have rental assistance from the federal, state, or local government? *	☐ Yes ☒ No
Do you receive public assistance, TANF, AFDC, or food stamps? *	☐ Yes ☒ No
Do you receive unemployment payments, worker's compensation, or severance packages? *	☐ Yes ☒ No
Do you receive child support? *	☐ Yes ☒ No
Do you receive alimony, spousal support, or other maintenance payments? *	☐ Yes ☒ No
Do you receive regular payments from a pension plan, retirement plan, or annuity? *	☐ Yes ☒ No
Do you receive Social Security benefits from the Social Security Administration? *	☐ Yes ☒ No
Do you receive student financial assistance? *	☐ Yes ☒ No
Do you receive active duty military income? *	☐ Yes ☒ No

Strategic Benefits

- Accept digitized applications, payments, and work orders efficiently on any device
 - Simplify the certification process with leading practice workflows and a library of forms for all certification types
 - Complete certifications faster with streamlined compliance questions in easy-to-follow format
 - Save time and boost accuracy by automating screening and income verification
 - Give site staff more time to spend on resident services and asset management
- **Streamline the Application Process.** Innovative features such as language translation and error checking improve the customer experience. RentCafe Affordable Housing ensures that applicants answer each question and highlights potential errors before submission, so your team spends less time conducting interviews and following up on incomplete applications. Easy-to-navigate dashboards help you track the status of applications through the approval workflow. Standardized, documented online applications add protection from fair housing claims.
 - **Market your Properties.** Our marketing sites showcase your communities with appealing, user-friendly designs, large photo displays, mouse-over floor plans, videos, blogs, and user ratings and reviews. Mobile-friendly design improves the customer experience.
 - **Expand Resident Services.** RentCafe resident portals increase retention by offering services your residents expect. Available as a responsive website or a mobile app, the resident portal allows renters to update their profiles, view balances, make payments, and submit maintenance requests with photos and voice memos easily and securely. Online announcements and calendar events keep residents connected with your community.

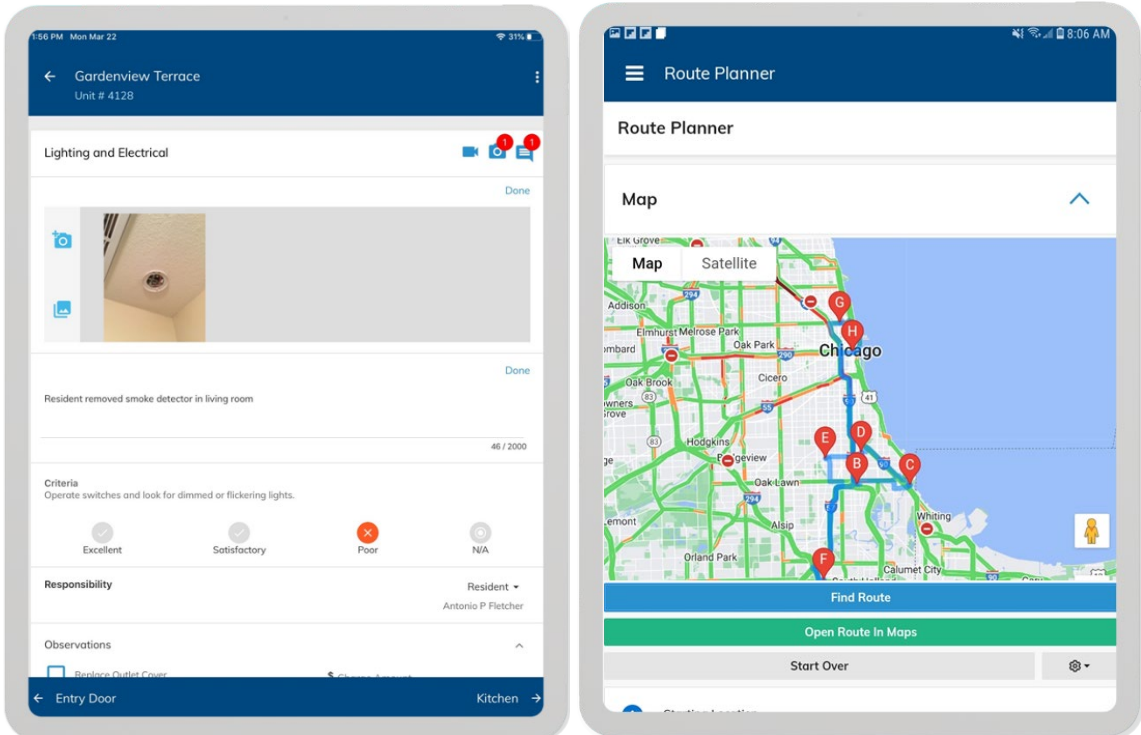
Yardi Inspection IQ

Yardi Inspection IQ is a user-friendly, flexible tool for scheduling and managing all types of inspections at your properties. You can easily create custom inspection templates to suit unique business needs, assign inspections based on user-defined criteria, and view detailed inspection reports.



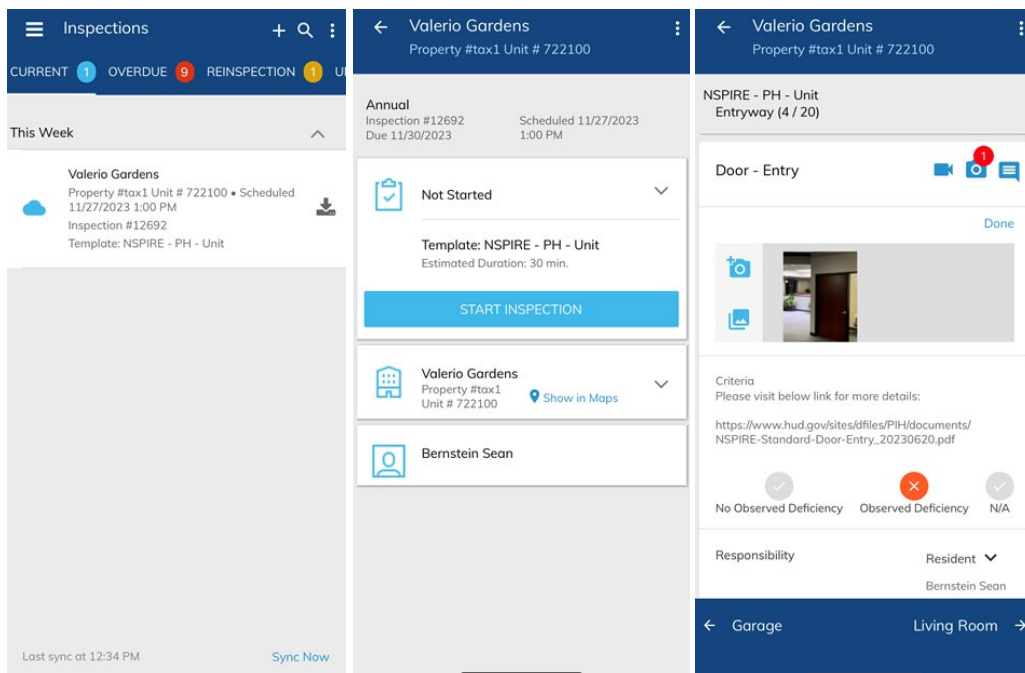
Mobile Inspections

The included mobile app enables staff to access and enter inspection data and capture signatures using a smartphone or tablet. Assigned inspections appear on the inspector's device instantly, and completed results update the Yardi Voyager record automatically. The app can operate in areas without a cellular or wireless connection and synchronize data once the connection is reestablished. The app supports Android, iPhone, and iPad.



NSPIRE Self-Inspections

Yardi Inspection IQ and Yardi Maintenance IQ support the new NSPIRE (National Standards for the Physical Inspection of Real Estate) standards. By scheduling a standardized inspection each year, you can reduce the number of work orders that must be completed during the short REAC notice window. Completing pre-inspections when you receive a REAC notice for the property helps maximize REAC scores and reduce the severity of findings.



You can create, schedule, and assign your own inspections using templates that reflect the current NSPIRE criteria. The Yardi Inspection IQ app shows detailed address and contact information for the unit resident. The inspector can select from a HUD list of observations for each item and add videos, photos, and notes. When the inspection is complete, Yardi Maintenance IQ automatically creates an NSPIRE-compliant work order for each finding, and you can review, schedule, assign, and complete the work orders.

Key Features

- Tracks the inspector, inspection type, status, due date, completion time, and resident
- Supports all inspection types, such as move-in, move-out, annual inspections, safety checks, and regulatory reviews; will support NSPIRE once released
- Automatically optimizes GIS routes for inspectors
- Supports SMS and email communication from inspectors to landlords and tenants
- Allows you to define flexible inspection templates with multiple levels of granularity, custom ratings (e.g., pass/fail, requires cleaning, replace), areas (e.g., kitchen, bedroom, exterior), and elements (e.g., plumbing, appliances, doors)
- Enforces custom business rules (e.g., fail the room or unit if a critical item does not pass)
- Supports photo and video attachments for line items
- Records cost quotes and allows you to create work orders from the inspection
- Generates notification letters on inspection results and follow-up scheduling
- Reports on inspections by unit, resident, inspector, or unit type

Yardi Budgeting & Forecasting

Yardi Budgeting & Forecasting supports detailed analyses and comparisons of future income and expenses for your properties. It streamlines budget preparation and provides unmatched flexibility by letting you create custom models and formulas, so you can base your budget forecasts on criteria specific to your needs. Yardi Budgeting & Forecasting helps you to work more efficiently by increasing the accuracy of your portfolio budget projections.

Yardi Budgeting & Forecasting accurately projects revenue and expenses using data from actual leases. Budget worksheets make it easy to analyze and compare assumptions and scenarios. You can project future revenue from rent increases, recoveries, and lease rollover assumptions. In addition, you can apply market leasing assumptions and rent or charge escalations to your forecasts, import budget amounts from general ledger accounts or existing budgets, and clarify budget amounts and variances with comprehensive narrative-and-detail reporting.

Strategic Benefits

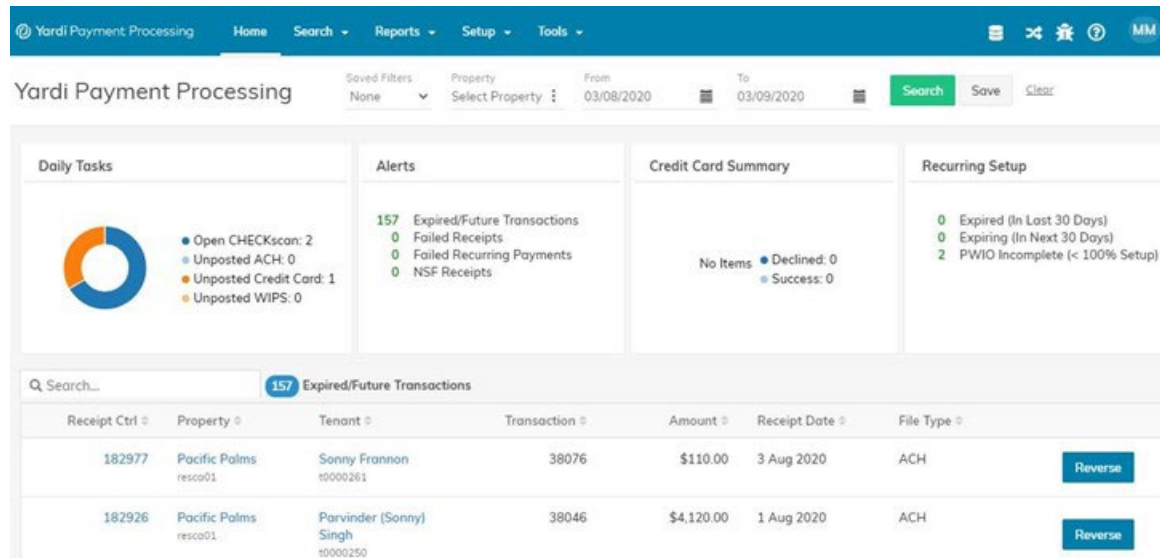
- Accurate revenue projections based on defined leases and rollover assumptions
- Unlimited budget revisions with ability to copy and combine budgets
- Collaborative budget operations
- Advanced integrated security features

Key Features

- Applies custom formulas, budget assumptions, and market leasing assumptions to create and run advanced budget models for various financial forecasts and projections
- Exports budget data to Microsoft Excel
- Documents comments, variances, and action items using budget details and narratives
- Uses advanced variance analysis to identify amounts that exceed specified budgeting thresholds
- Enables zero- and task-based budgeting
- Generates a wide variety of budget-to-actual comparative reports
- Controls general ledger account access to budget worksheets
- Includes advanced budget security functions to lock worksheets and hide accounts from unauthorized users

Yardi Payment Processing

Yardi Payment Processing increases resident satisfaction and office efficiency. By managing receivables and payables in one system, you streamline rent collection and reduce processing errors and costs. Flexible payment options make it easier for your staff to collect rent and fees and eliminate bank runs.



Online Payments

Residents can use your RentCafe PHA portal 24/7 to check their balance and pay rent from a checking account. Recurring payments offer convenient automatic scheduling. Secure transactions automatically update your Yardi Voyager ledger. ACH payments are sent to your bank the next day.

Walk-in Payment System (WIPS)

The Walk-in Payment System allows residents to pay rent in cash at thousands of convenient retail locations. Your site teams gain efficiency and reduce money order fraud. Payment confirmation appears in Yardi Voyager the next day; funds are available within three business days.

Convert Checks to Electronic Payments

By creating electronic receivables based on bulk-scanned checks and money orders, Yardi CHECKscan reduces NSF risk and eliminates trips to the bank, lost checks, and keying errors. You simply confirm payment matches, and check images are automatically linked to charges in Yardi Voyager. The system creates receipts and applies your payment priority rules. It converts money orders and checks to X9 deposit files and sends them to your bank via EFT the next day, which makes funds available faster.

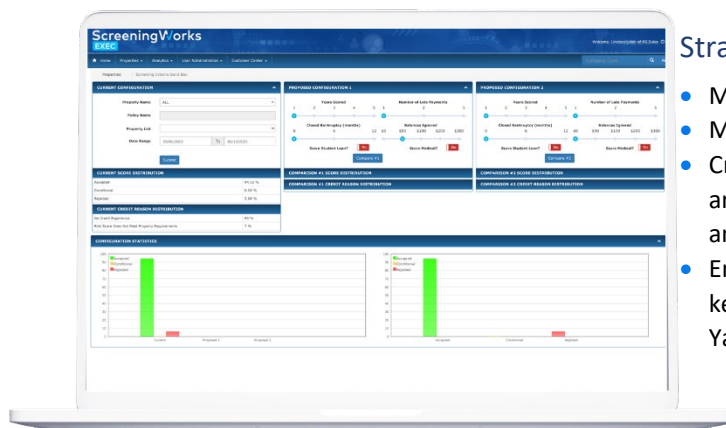
Key Benefits

- Rapid funds availability via electronic deposits
- 24/7 online payments and ledger access via RentCafe portals
- Debit, credit card, and ACH payments with recurring ACH option
- Automatic charge matching and payment priority rules from Yardi Voyager
- No data transfer or synchronization needed

ScreeningWorks Pro

ScreeningWorks Pro software is a proven online screening tool that helps property managers make smart rental decisions using comprehensive reports. Selecting the best residents for each property reduces risk from collections, evictions, and legal action. Using the most reliable data available, ScreeningWorks Pro eliminates guesswork and provides automated recommendations that minimize risk. The system is customizable for all multifamily property types, including market-rate, subsidized, and student housing. Our service organization is a wholly owned Yardi subsidiary with three decades of screening experience.

The end-to-end ScreeningWorks Pro process offers rental staff clear, consistent direction that supports your business rules. Automating screening workflows increases control and cost savings and enables staff to work more efficiently. Decision criteria are tailored for each property in your portfolio, so applicants are always screened uniformly and per your objectives.



Strategic Benefits

- Minimize risk
- Maintain compliant and safe communities
- Create transparency into applicant traffic and property performance via built-in analytics
- Enhance staff efficiency and record keeping by launching screenings from Yardi Voyager or RentCafe

The Work Number Social Service Verification

Social Service Verification (SSV) mitigates the risks of relying on stated income and prevents the costs of disqualifying applicants and evicting unqualified residents. It gives you secure, convenient access to the financial data you need for compliant income certifications.

Powered by The Work Number, the nation's largest central source of real-time employment and income information, SSV is ideal for affordable housing providers and PHAs of all sizes. Its dataset includes 630+ million income and employment records from employers of all sizes. All payroll records come directly from employers each pay period. This breadth of payroll data helps you verify applicants' current income and employment instantly, document that residents meet program standards, and uncover rent miscalculations. Authorized users run SSV directly from their dashboard and receive screening results, including detailed income data, in minutes. Integration with Yardi Voyager eliminates the need to access a separate system to screen applicants for certification and residents for annual recertification.

ScreeningWorks PRO

Accurately enrolling applicants in the right program is critical to administering public assistance today. The Work Number® offers current employment and income verifications with real-time delivery and can also help you find unreported income.

Test X Employee XXXX-XX-5091
Information Current As Of 10-20-2021

Social Services Verification

Order Information

Verification Type: Social Services Verification
Reference Number: 55850205
Tracking Number: 100371107747

Employee

Address 1: 126 MAIN ST.
Address 2: APARTMENT 3A
City: ST. LOUIS
State: MO
Zip: 63101-1020
Date of Birth: 1971-06-03

Employment

Employer: Enterprise USA(90001)
Headquarters Address:
Address 1: 316 11th Street
City: De Witt
State: IA
Zip: 52742
Work Location(Job Site): 847 1st Street Suite 500
St. Louis, MO 63146
Employment Status: Active
Most Recent Start Date: 2017-01-04
Original Hire Date: 2017-01-04
Reason for Termination:
Total Time With Employer: 57 months
Job Title: DEMO EMPLOYEE

Benefits

Medical Insurance Available: Y
Employee Eligible: Y
Employee Enrolled: Y
Next Open Enrollment Date: 2022-03-30
Coverage Start Date: 7/08/01-01

Dependents:

JOHN W SMITH XXXX-XX-6789 2005-07-15
Participation in COBRA: N

Dental Insurance

Dental Insurance Available: Y
Employee Eligible: Y
Employee Enrolled: Y
Carrier Name: DENTAL INSURANCE
Carrier Phone Number: 3148887000
Policy Number: 987654321

Employee Eligible: Y
Employee Enrolled: Y
Carrier Name: VISION INSURANCE
Carrier Phone Number: 3149991234
Policy Number: 999123456

Income and Deductions

Rate of Pay: 26.6
Employee Pay Frequency: Biweekly
Avg. Hrs. Worked/Pay Period: 80
Pay Cycle: Biweekly

Income Summary

	Base	Overtime	Commission	Bonus	Other	Total
2021	\$41,496.00	\$200.00	\$0.00	\$400.00	\$50.00	\$42,146.00
2020	\$51,072.00	\$200.00	\$0.00	\$400.00	\$50.00	\$51,722.00
2019	\$54,264.00	\$200.00	\$0.00	\$400.00	\$50.00	\$54,914.00

Pay Period Detail

Income:

HUD recognizes The Work Number's database as a Level 5 Up-Front Income Verification (UIV) source, which is the highest level of verification for wage and salary information. Comparing paycheck information with actual income received throughout the year helps you identify unreported or misstated income. Identifying income trends and anomalies helps ensure income certifications accurately portray a household's financial situation.

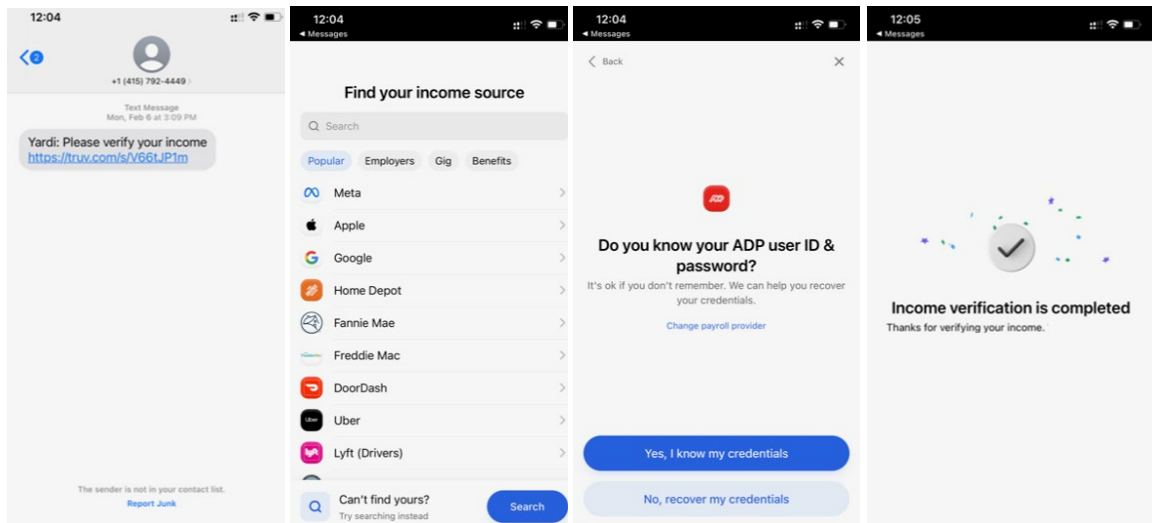
Key Features

- Highly customizable rules allow you to automate consistent decisions (accept, conditionally accept, reject) and improve compliance
- Tiered screening option enables cost and time savings (e.g., criminal screening only takes place after applicants pass the credit screening)
- Experienced consultants help you fine-tune decision criteria to meet your goals
- Comprehensive data sources include credit reports from the major bureaus as well as terrorist, drug trafficker, sex offender, and Social Security fraud screening
- International credit reports improve risk management for immigrant prospects
- Advanced criminal screening uses the most accurate national, state, and county databases and frees site staff from deciphering and interpreting complex lists of criminal records
- Landlord and tenant civil court records provide additional protection
- Rental payment history records powered by RentBureau show month-by-month payment history and timely collections activity
- Applicants can automatically screen themselves during the online leasing workflow, eliminating work for leasing staff
- Strategic analytics create executive insight into portfolio-wide traffic and screening activity to support smart business decisions

Yardi Verification Services

Yardi Verification Services can save your staff hundreds of hours and enable you to complete certifications faster. We leverage partnerships with payroll and financial service providers to deliver easy-to-read verifications that help streamline compliance. Same-day online income and asset verifications are accessed through RentCafe PHA, so you can qualify applicants faster and move households in sooner.

This service ensures that files are complete, accurate, and ready for audit. Verifications can be tailored to meet program requirements as part of a complete digital certification file. By optimizing the certification process, site staff spend less time creating, submitting, and following up on verifications and more time on asset management, resident relations, and rent collection.



Strategic Benefits

- Save site staff up to five hours per certification and hundreds of hours per year.
- Centralize or outsource certification activities, so site staff can focus on customer service.
- Optimize program compliance by preventing fraudulent documents from being used to qualify households.
- Reduce vacant days and late recertifications, so households can move in faster.

Key Features

- View critical income and asset verifications for all adults of the household in one simple interface.
- Customize verification sources and look-back periods to meet the unique needs of each property.
- Free up hours of staff and resident time for each certification by verifying information in minutes.
- Bring all verifications instantly into RentCafe PHA to eliminate compliance errors and store digital files securely.

Implementation & Services

Yardi invests in a strong domestic service infrastructure to support you. We tailor our services to your needs to ensure that our products are best configured for your operating needs.

Implementation

Our established best practices and configuration standards simplify and speed up the implementation process. Our service options include data conversion, training, process analysis, project management, customization, third-party integration, and more. We offer standardized, scalable implementation support based on our proven methodology. Our staff works with you to establish goals, procedures, and timelines and guides you through the project. We are happy to present a service proposal for your needs. Yardi Cloud hosting supports quick rollouts because our data centers have preconfigured servers and networks in place to begin hosting your system.

Ongoing Support

We include a block of support hours each year with your software license fees. Support from PHA experts by phone and email is available during local business hours, and we offer optional extended support hours. Our support website includes video tutorials, written training materials, and other resources. Your license fees also include 24/7 cloud connectivity support.

Software Maintenance

To support the evolving needs of the real estate industry, we offer regular software updates at no additional cost. Updates include client-driven, reliable new features, reports, and compliance with changing legal requirements.

User & Focus Groups

Client-run user groups offer peer support and networking opportunities; Yardi supports and participates in these groups if requested. Our clients and staff also meet in market-specific focus groups to identify and prioritize software development initiatives.

User Conferences

Offered as free online events or in person, the Yardi Advanced Solution Conferences (YASC) bring together clients and Yardi staff for industry updates, training, and development discussions. Our most recent digital YASC attracted over 22,000 participants. Attendees completed 54,000+ sessions in 160 classes, and our product specialists answered thousands of questions via live chat.

Yardi Cloud Services

Yardi delivers software under the SaaS model, supported by the in-house Yardi Cloud Services team. We offer tailored deployment options for our clients' organizational needs. You gain a secure system with reliable performance and 24-hour monitoring, backups, and disaster recovery.

We have 20+ years of experience hosting and supporting Cloud-based software for our clients. Today our global data center network hosts 15,000+ organizations. We are part of the Cloud Security Alliance's (CSA) Security Trust Assurance and Risk program (CSA STAR) and have achieved the third-party assessment-based certification (CSA STAR Level 2: Attestation). The Forbes Cloud 100 has also listed us as one of the world's leading private cloud companies every year since 2016.

Data Center Infrastructure

We use multiple proven, SOC 2-audited facilities to ensure availability and security for your environment. Key data center features include:

- 24x7 monitoring; access restricted to authorized personnel
- Redundant power systems (UPS and generators)
- Redundant HVAC systems and automated monitoring of temperature and humidity
- Fire detection and suppression systems

Network Infrastructure & Architecture

Our network infrastructure accommodates your operational demands and ensures redundancy and high availability through multiple security layers. Key features include:

- Redundant network connectivity (multiple internet providers)
- Load balancing capabilities
- Managed firewalls, routers, and intrusion prevention systems
- Security incident management

Backup & Recovery

We replicate each client's database in real time to a parallel database server with automatic failover capabilities. Incremental transactional backups support point-in-time database restores. Optional backup encryption is available. We make complete backups every night and place them on a secure FTP server, from which you can authorize an internal user to download your organization's backups. We store backups in a remote location whose security is reviewed regularly.

Turnkey Real Estate Management

Yardi hosting gives you convenient, cost-effective access to the latest property and compliance management technology. You benefit from the power and performance of our advanced infrastructure without having to establish and maintain equipment, support services, and security to keep your system operating at peak efficiency. This all-inclusive approach lets you focus your energy where it counts—on your program participants.

Price Proposal

The following pricing is valid for 90 days from the date of this proposal. Annual fees include software license fees, databases, administrator tools, software updates, application support, and hosting support. Totals do not include transaction fees.

Subsequent years' annual fees are subject to increase on the anniversary date of the software license agreement, based on the nationally published Consumer Price Index (CPI). One-time service fees include installation, implementation, project management, and training.

2. Price Proposal

	Qty.	Price	Concession	Net	Total
Annual Fees					
Yardi Voyager PHA	1,400 units	\$30	(\$7)	\$23	\$32,200
Includes property and resident management; 50058, 50059, HOME, LIHTC, and RD compliance; accounting; reporting; hosting; and Yardi Voyager Affordable Housing, Fixed Assets, and Inventory Control.					
RentCafe PHA	1,400 units	\$24	(\$5)	\$19	\$26,600
• Online applications, certifications, and portals for applicants, residents, and landlords for 50058 programs • Online applications, certifications, and resident portals for affordable housing programs and market-rate properties					
Yardi Inspection IQ	1,400 units	\$6	(\$2)	\$4	\$5,600
Yardi Budgeting & Forecasting	1,400 units	\$5	(\$5)	\$0	\$0
Additional Year 1 Concession				(\$25,760)	
Total Annual Fees for Year 1				\$38,640	
Total Annual Fees after Year 1				\$64,400	
One-Time Service Fees					
Implementation & Training	120 hours	\$225		\$225	\$27,000
Services will be conducted remotely or on site, as appropriate. Travel expenses are not included and are billed in monthly arrears based on actuals.					
RentCafe PHA Implementation	150 hours	\$120	(\$30)	\$90	\$13,500
Yardi Inspection IQ Implementation	25 hours	\$120	(\$30)	\$90	\$2,250
Data Conversion	Flat fee				\$10,000
Total One-Time Fees				\$52,750	
Total Year 1				\$91,390	
Annual and monthly fees are subject to a CPI increase on each anniversary date.					

Transaction Fees

Transaction-based fees are not included above and are billed monthly in arrears based on actuals.

Transaction Fees

Yardi Payment Processing

- Yardi CHECKscan: \$0.50 per scanned check; billed to the agency
- ACH payments (accounts receivable): \$0
- Debit and credit card payments as well as walk-in payment services are available upon request

ScreeningWorks Pro

ScreeningWorks Pro transaction fees are billed monthly in arrears based on actuals.

Screening Component	Price
Credit Reports	
Credit Screening • Includes full national credit bureau report • Expert scoring model designed for the multifamily industry • Option to include non-credit criteria such as rent/income ratio, residence history, and employment history in your customized scoring model • Clearly states reasons for applicant decision and flags items for review • Includes Social Security fraud screening	\$7 per screening
RentBureau Rent Payment Data Includes month-by-month payment history and any collections activity.	\$1 per screening
Civil Court Record Reports	
Premium National Civil Court Record Screening • Identifies individuals with prior landlord–tenant disputes • Searches civil court databases for civil judgments, landlord–tenant dispute filings, and non-monetary judgments (forcible detainers) • Reports contain all involved defendants and plaintiff(s); comments on the case, suits, or petitions filed; and judgment information • Supported by Yardi’s team of public records analysts and experts	\$4 per screening
Criminal Reports	
Premium National Criminal Search Includes national criminal database search, national sex offender search, and OFAC/SDN terrorist search. Records are filtered and serviced by our expert public records analysts.	\$12 per screening
Supplemental County/State Criminal Search This even more thorough criminal records check is a best practice for applicants from the following states, which deliver limited information to national criminal data repositories: AL, CA, CO, DC, DE, ID, LA, MA, NV, PR, SD, VA, and WY.	\$9 per screening

Screening Component	Price
Optional Add-On Services	
The Work Number: Social Service Verification	\$35 per screening
The Work Number verifies applicants' current income and employment in a HUD-compliant format. A charge only applies when a record is found.	
The Work Number Social Service Verification: Lookup Fee	\$3.50 per screening
Yardi Verification Services: Income Verification via Truv	\$30 per returned record
Yardi Verification Services: Asset Verification via Finicity	\$30 per returned record

Five-Year Fee Summary

The following table does not reflect CPI increases, which apply to annual and monthly fees on each anniversary date. Totals do not include transaction fees.

Year	License Fees	One-Time Fees	Additional Concession	Total
Year 1	\$64,400	\$52,750	(\$25,760)	\$91,390
Year 2	\$64,400	\$0	(\$12,880)	\$51,520
Year 3	\$64,400	\$0		\$64,400
Year 4	\$64,400	\$0		\$64,400
Year 5	\$64,400	\$0		\$64,400

Next Steps

Our end-to-end housing platform delivers mobility, transparency, and business intelligence across your agency. Yardi products can simplify your business processes, enhance your intake and resident services, and help you maintain HUD compliance. Please contact me:

Christian Edstrom
Account Executive, PHA
Christian.Edstrom@yardi.com
(800) 866-1144 ext. 22205 | office

COST PROPOSAL



PREPARED FOR

City of Amarillo – Community Development

08/6/24

CONTACT

Alissa Carson

Account Executive

231-344-3166

acarson@emphasys-software.com



Cost Summary for the City of Amarillo|Community Development Hosted Solution

Total Implementation	List Price	Price Concession	Year 1
Annual SaaS Price (13 Named Users) Housing Choice Voucher Suite (Waiting List, Resident Processing, HCV Accounting, HCV VMS, Rent Reasonableness, NSPIRE Inspections, NSPIRE Mobile) Administration Suite (GL, AP, AR, BB, Budgeting, Financial Reports) Portals (Web Application, Applicant Portal, Resident Portal, Landlord Portal) Emphasys University (10 annual subscriptions)	\$ 70,557.00	\$ (45,699.38)	\$ 24,858
Professional Services (One-Time Year 1 Fees) Training Data Conversion Project Services	\$ 106,865.00	\$ (37,755.00)	\$ 36,720 \$ 15,600 \$ 15,140

Total Implementation (Year 1 Costs)	\$ 92,318
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Estimated Travel Expenses (Estimated 3 weeks onsite) - Travel expenses to be billed at cost, as incurred, plus established per diem.	\$ 7,500
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Optional Modules and Services
FSS
Procurement
Elite Insight Analytics Dashboard,

** Important Notes**

Note 1: Years 2-5 annual fees are subject to increase of the software license agreement, based on 4% CPI

Note 2: Travel expenses to be billed at cost, as incurred, plus established per diem.

Note 3: Class size are 15 people per class, if additional classes are needed the proposal may need to be adjusted to accommodate the class sizes. .

Note 4: Data Conversion Selection: Tier 2 - Partial (See data conversion section for breakdown)

Note 5: Pricing is based on 13 named user licenses and 10 Microsoft Excel licenses. If additional licenses are needed they can be added at request of the PHA

Note 6: Converting Historical records, Emphasys can convert historical certification records if all data is present this will be determined with we initial retrieval of the data from current database. - Only applies for Tier 4 Data Conversion

Note 7: Shared Environment

DATA CONVERSION OPTIONS							
NAME		TIER 0		TIER 1	TIER 2	TIER 3	TIER 4
		Manual Data Conversion		Minimal	Partial	Full	Full & Historical
DESCRIPTION		Ideal for PHAs that will have staff commit to 20+ hours of entering the minimal amount of data to function within Elite.		Ideal for customers who are looking for a budget friendly conversion with only critical current data implemented.	Similar to Tier 1, but we include a minimal amount of historical data when appropriate.	Ideal for customers wanting the full data conversion process with all fields listed below and minimal manual data entry for go-live	Same as full but adding in historical data up to 7 years for only the fields listed below
SERVICES OFFERED:							
HCV	Participants(Residents)		Current participants/residents only	Current participants/residents and participants with End of Participation within 1 year	Current participants/residents and participants with End of Participation within 3 year	Current participants/residents and participants with End of Participation within 7 year	
	Vouchers		Voucher info associated to converted participants	Voucher info associated to converted participants	Voucher info associated to converted participants	Voucher info associated to converted participants	
	HCV units		Currently occupied units	Currently occupied units and last unit of converted EOP participants	Any unit that occupied by a resident in past 3 years	Any unit that occupied by a resident in past 7 years	
	Inspection						
	Owner/HAP payee		Any owner tied to a converted unit	Any owner tied to a converted unit	Any owner tied to a converted unit	Any owner tied to a converted unit	
	Current Direct Deposit information		All current DD information	All current DD information	All current DD information	All current DD information	
	50058 Information		For Participants(Residents) converted	For Participants(Residents) converted	For Participants(Residents) converted	For Participants(Residents) converted	
	Abatements/Holds		Current Active Abatements/Holds	Current Active Abatements/Holds	Current Active Abatements/Holds	Current Active Abatements/Holds	
	AR balances		Current balances only	Current balances only	Current balances only	Current balances only	
	1099 data		Not Converted	Current Years Balance	Current Years Balance	Current Years Balance	
LIPH	Property Information		Current properties	Current properties plus properties occupied within previous year	Current properties plus properties occupied within previous three years	Current properties plus properties occupied within previous seven years	
	Participants (Residents)		Current resident/participant only	Current resident/participant (1 year history)	Current resident/participant (3 year history)	Current resident/participant (7 year history)	
	50058 Information		Current effective 50058	Previous one year worth of 50058s	Previous three years' worth of 50058s	Previous seven years' worth of 50058s	
	Occupancy History		current unit	1 year back	3 years back	7 years back	
	Utilities Vendor Information		current utility vendor	current utility vendor	current utility vendor	current utility vendor	
	Security and Pet Deposits		All active deposits	All active deposits	All active deposits	All active deposits	
	Repayment Agreements		Current Repayment Agreements	Current Repayment Agreements	Current Repayment Agreements	Current Repayment Agreements	
	AR balances		Current balances only	Current balances only	Current balances only	Current balances only	
Work Order (LIPH)	Work Orders		Open work orders	Open work orders (1 year closed WOs)	Open work orders (3 year closed WOs)	Open work orders (7 year closed WOs)	
	Laborers		Current Laborers	Current Laborers plus Laborers associated to converted WOs	Current Laborers plus Laborers associated to converted WOs	Current Laborers plus Laborers associated to converted WOs	
	Tasks		Current Tasks	Current Tasks plus Tasks associated to converted WOs	Current Tasks plus Tasks associated to converted WOs	Current Tasks plus Tasks associated to converted WOs	
Waiting List	Applicants		Current active applicants	Current active applicants plus one year's history	Current active applicants plus three years history	Current active applicants plus seven years history	
	Lists		Current Active Lists	All Lists associated to converted applicant records	All Lists associated to converted applicant records	All Lists associated to converted applicant records	
	Preferences		Preferences associated to converted lists	Preferences associated to converted lists	Preferences associated to converted lists	Preferences associated to converted lists	
	Family Information (needed for 50058 once housed)		Most recent Family information associated to converted applicants	Most recent Family information associated to converted applicants	Most recent Family information associated to converted applicants	Most recent Family information associated to converted applicants	
DATA CONVERTED (FINANCIALS)		NA	Beginning Balances existing GL accounts (no COA changes), AP vendors only (no payment history), outstanding checks within 90 days only	Import monthly activity summary, COA changes, great than 10 bank accounts	Detailed transaction history for GL (only)		
DATA CONVERTED (FSS)	Participant Information		Current resident/participant only	Current resident/participant (1 year history)	Current resident/participant (3 year history)	Current resident/participant (7 year history)	
	Escrow Balances		Current balance only	Current balance only	Current balance only	Current balance only	
	Escrow Credit		Current Escrow Credit	Current Escrow Credit	Current Escrow Credit	Current Escrow Credit	
	Contract Information		Current Contract Information	Current Contract Information	Current Contract Information	Current Contract Information	
DATA CONVERTED (RAD)	PBV		Current resident/participant only	Current resident/participant (1 year history)	Current resident/participant (3 year history)	Current resident/participant (7 year history)	
DATA CONVERTED (TAX CREDIT)	Move In Cert		Current Move in cert	Current Move in cert	Current Move in cert	Current Move in cert	
	Set Asides		Current Set Asides	Current Set Asides	Current Set Asides	Current Set Asides	
	Income/Rent Restrictions		Current income/rent restrictions	Current income/rent restrictions	Current income/rent restrictions	Current income/rent restrictions	
DATA CONVERTED (MULTI-FAMILY)	50059 Information						
CUSTOM	Tenant/ Applicant Notes	NA	NA		All Notes		

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IMPLEMENTATION METHODOLOGY

A software system is only as effective as the data it operates and the people who are trained to operate it. Emphasys Software recognizes this and thus developed the implementation methodology below. This repeatable and predictable process has been executed on all our projects to ensure the customer gets the most out of the Elite software solution. As with any plan, it is flexible to adjust to your unique situations and will be adjusted during the assessment phase as we learn about your current processes and procedures.

PROJECT PHASES		DELIVERY LOCATION	KEY SERVICES PROVIDED	SAMPLE DELIVERABLES
1	PROJECT KICK-OFF	REMOTE	Introduction to the Emphasys and client team members that will be working on the identified Project Stage. Provide a walk through of the project Phases, methodologies, Project Plan, and Risk Factors.	1. Kick-Off meeting with all key project members/stakeholders 2. Develop the initial project plan 3. Lock in schedule for key meetings
2	ORIENTATION & ASSESSMENT	ONSITE	Investigate and gather data from the client team around current processes and procedures. Consult on best practices that could provide improvements to their established processes. Establish the baseline for Change Management.	1. Gap-Fit Analysis to identify how Elite will enhance current processes and procedures 2. Detailed outline on customization requests 3. Finalize project plan timing based on findings
3	BUILD, CONFIGURE, & TEST	REMOTE	The Emphasys Consultant builds, configures, and executes the initial test of your Elite Software Solution. Emphasys Development team works with you to convert legacy data using a data map to import into Elite.	1. Establish initial product configuration and role security 2. Develop a data mapping plan and conduct conversion process 3. Complete a final data review and sign-off by the customer
4	EDUCATION	ONSITE	The Emphasys Consultant trains the designated client team members on the use of the Emphasys product. Final changes to data conversion fields or initial system setups are locked in.	1. Provide User Guides, Agenda, Education collateral 2. Deliver training to identified end users/customers 3. Provide an assessment of additional learning needs to be addressed prior to Go Live
5	DEPLOY & GOLIVE	REMOTE	The Elite system is turned on live to all client members and the cutover is complete.	1. Transfer all setups to the Live environment 2. Final data conversion from the legacy system into Elite 3. The Emphasys product is the system of record for the client 4. Guidance on all weekly and monthly processes
6	POST GOLIVE & OPTIONAL SERVICES	TBD	The Professional Services Team will work with the customer over the next few weeks to ensure the stability of the implementation process and general acceptance of the platform. Optional services may be purchased to provide additional training or services.	1. Emphasys staff provides additional training sessions on identified areas of concern 2. Transitions the client to Customer Care 3. Perform additional services (Extended GoLive, training, etc)

PROJECT SERVICES	DELIVERY LOCATION	KEY SERVICES PROVIDED
PROJECT MANAGEMENT	REMOTE	Your assigned project manager is tasked to drive the entire project on-time and on-budget as an oversight to both the customer assigned activates and the Emphasys project plan. This key project resource will establish timelines, coordinate weekly updates, and oversight on budgeted hours.
DATA CONVERSION	REMOTE	Emphasys receives data from customer and will go through a rigorous evaluation and verification to import the data in the the Elite system.
LETTERS AND REPORTS	REMOTE	Emphasys will train your staff on report and letter creation along with creating some examples that can used in your environment. If additional reports/letters are needed beyond the quoted hours, Emphasys can quote additional help as needed.

TECHNICAL SERVICES	DELIVERY LOCATION	KEY SERVICES PROVIDED
REMOTE INSTALLATION	REMOTE	Emphasys will remotely install the Elite system on your provided hardware that meets our minimum equipment requirements.
HOSTED INSTALLATION	REMOTE	Emphasys will install the Elite system on one of our secured, hosted environments.

ESTIMATED TIMELINE

The below represents an estimated timeline based on the products you selected, best practices for implementing software, and a brief scoping engagement. After the assessment of each stage/phase, the timeline will be solidified and communicated by the Project Manager (PM). All efforts will be made to ensure the timeline works for both parties and includes flexibility to work around blackout dates provided to the PM.

PROJECT STAGE	PHASE	DURATION	INCLUDED IN STAGE	SPECIAL NOTES
1	P1 - Kick-Off P2 - Assessment P3 - Configure & Test P4 - Education P5 - GoLive P6 - Post Go-Live	Week 1 Weeks 2-3 Weeks 4-6 Weeks 7-8 Weeks 9-10 Weeks 11-12	HCV MODULES	- Education limited to 15 students per classroom/session. If additional students are needed, additional training classes can be purchased or you can elect to have one of the initial 15 students train the remaining desired staff.
1.5	BUDGET RECAP	Week 13		Recap of all hours allocated to Stage 1: extra hours allocated to future stages or replenishment options
2	P1 - Kick-Off P2 - Assessment P3 - Configure & Test P4 - Education P5 - GoLive P6 - Post Go-Live	Weeks 14 Weeks 15-16 Weeks 17-19 Weeks 20-21 Weeks 22-23 Weeks 24-25	ADMIN MODULES	- Education limited to 15 students per classroom/session. If additional students are needed, additional training classes can be purchased or you can elect to have one of the initial 15 students train the remaining desired staff.
2.5	BUDGET RECAP	Week 26		Recap of all hours allocated to Stage 2: extra hours allocated to future stages or replenishment options
4	Portals Implementation	Weeks 27-36	PORTALS	
4.5	PROJECT CONCLUSION/WRAP-UP	Week 37		Recap of project, potential future steps, final hand-offs
CHECK-UPS (optional purchase)		Week 42		It is recommended by the Professional Services Team to purchase a post CHECK-UP services to include a follow-up visit by the consultant a year from project start-date to walk through updated configuration changes, follow-up training, general consulting on best practices.

ASSUMPTIONS

CONSULTING & TRAINING SERVICES

- 1 Emphasys made a good faith, best estimate of each proposed module's Professional Services implementation and training costs.
- 2 The HA may need additional consulting and/or training time to meet their specific project needs.
- 3 Travel expenses for the Professional Services personnel will be billed at cost, as incurred, based on the Federal Government's established per diem.
- 4 Emphasys proposed the training effort with a maximum of 15 students will be allowed. If there is a desire to have Emphasys train additional or all staff, additional training hours will be needed as well as adjustments to the project plan to accommodate the additional days/weeks.
- 5 Onsite training is targeted/assumed at 4 days per week
- 6 The proposal presented represents a on-time setup of quoted modules by Emphasys.
- 7 If services are required to be repeated due to HA staff not attending scheduled class or a new employee in onboarded, Emphasys will charge an hourly service for these additional service requests that fall outside the scope of this project.
- 8 Zoom is the defector remote access/training tool used by Emphasys staff. Additional fees will be incurred if an additional tool is required.
- 9 Training rooms should contain a minimum of the following: hi-speed internet access, projector or other display device for large gatherings, printer, and workstations for each participant
- 10 Emphasys makes a good faith assumption that mutually agreed upon target dates will be met by the housing authority. Failure to meet those dates may result in additional hours or delayed scheduled services.
- 11 Hours have been quoted to build four batch correspondence letters per suite. Any customizations or additional letters will be additional costs.

SECURITY

- 12 The HA will setup & test security after Emphasys trains on security.

REPORTS

- 13 Emphasys provides standard reporting in each module. It is the agency's responsibility to review the reporting and identify any customization required. Customized reports will incur additional charges outside the scope of this project or contingency hours may be used if purchased.
- 14 Emphasys assumes that we will cross train the HA staff on creating letters up-to the allotted hours quoted. Any additional letters needed or services that go beyond the quoted hours will need an additional sales quote.

SETUP

- 15 All user defined fields are the responsibility of the HA to populate with setup/user data and to write any reports that include those fields.
- 16 It is strongly recommended that hi-speed internet is actively available during the duration of the implementation timeline

DATA CONVERSION

- 17 If Data Conversion is proposed Emphasys expects the HA to assist in extracting and providing the data in a desired format defined by Emphasys in the kickoff phase. Emphasys will provide file definitions for the data to be extracted. Emphasys will provide data conversion reports and train HA team members on how to use them for
- 18 Conversion of historical data (i.e. no longer effective certifications, closed accounts, historical transactions) is not included in this proposal.
- 19 If you do not purchase Data Conversion, it is assumed you will take full responsibility to populate the Elite System with your existing data.

HARDWARE

- 20 HA is responsible for any hardware necessary to properly run the Elite software on a WAN Environment

REMOTE USERS

- 21 Emphasys has assumed that there will be remote users accessing the Emphasys housing related software.
- 22 HA has the network infrastructure in place needed to support the application software and separate database servers, including cabling, hubs, switches, and routers.
- 23 Cabling specifications are Category 5 UTP and fully Ethernet compatible.
- 24 Remote sites have existing communication lines in place (ISDN, T•1, VPN, etc.)
- 25 Remote access servers are configured to use Emphasys proprietary software only and will meet minimum hardware specifications.

SUPPORT

- 26 DBA services are not included as part of the maintenance agreement. Additional support services are available.

INSTALLATION

- 27 Installation by Emphasys will include setup of software on one server and a single database environment.
- 28 Emphasys will assist in one workstation setup and provide the HA with configurations, it will be the responsibility of the HA to configure all remaining workstations. Emphasys will advise on the remaining workstation and printer setups.
- 29 HA will be responsible for purchasing and installing any third party products that may be necessary. Installation assistance can be purchased at the technical rate.

PRICING

- 30 All pricing is based on basic set-ups prior to pre-implementation assessment completion. Any findings as a result of the completion of said assessments may affect pricing contained here-in.

MODULE: WAITING LIST

- 31 Pricing is based on setting up 20 Waiting Lists by the Emphasys staff. Additional Waiting Lists will be expected to be setup by the HA staff after a training session or additional hours can be purchased to setup all Waiting Lists.

TRAINING ESTIMATIONS

- 32 Pricing was based on running 1 classroom session with 15 total students for each module purchased (HCV Suite, LIPH Suite, or ADMIN Suite). Additional students or classroom sessions would be an additional cost.

ADMIN SUITE

- 33 All funds must be in balance prior to data conversion. Additional costs will be needed to assist with balancing funds.



Agenda Transmittal Memo

Date: September 24, 2024

Council Priority: Business Friendly Community
Communication
Fiscal Responsibility
Infrastructure
Public Safety
Technology and Innovation

Department: Human Resources

Contact Person: Mitchell Normand, Director of Human Resources

Agenda Caption: CONSIDER APPROVAL - AMENDMENT TO THE AGREEMENT FOR OCCUPATIONAL MEDICAL SERVICES CONTRACT

This item considers approval of an amendment to the existing agreement for occupational medical services to remove the expiration term. Occupational medical services include drug/alcohol testing, pre-employment physicals, and return to work physicals.

Award to: CareXpress Holdings, LLC - DBA BSA CareXpress with OccMed

Amount: \$200,000 annually

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item is to consider approval to amend the existing agreement removing the expiration term, allowing for an indefinite term until otherwise determined by the City. These services are for Occupational Medical Services, including drug/alcohol testing, pre-employment physicals, and return to work physicals. These are very complex and often times sensitive HR matters that require excellent relationships and communications between our staff and our contracted provider. We first entered into this agreement in 2021 and together have built a very successful, effective and efficient process and program that we believe is to the City's best interest to continue.

Requested Action: Council's approval of the amendment.

Funding Summary: 1110.63400

Purchasing Summary:

Community Engagement Summary: n/a

Staff Recommendation: Staff recommends approval of the proposed amendment removing the expiration term.

Attachments:

1. Council Recommendation Memo amend RFQ 02-21



Memo

To: Grayson Path, City Manager
Laura Storrs, Assistant City Manager

From: Mitchell Normand, Director of Human Resources

Re: Approval to Amend the Occupational Medicine Agreement

Date: September 24, 2024

The following information is presented to you for consideration of staff's recommendation to amend the existing agreement with BSA CareXpress Urgent Care with OccMed ("BSA CareXpress") for occupational medicine services removing the expiration term.

The City of Amarillo advertised Request for Qualifications ("RFQ") 02-21 for Occupational Medicine Services in February of 2021. These services include pre-employment physical exams, occupational health services, and pre-employment drug/alcohol screenings. The bid was initially considered and approved by Council on August 10, 2021, for a one-year term, with two one-year renewals. The average spend on occupational medicine services is approximately \$200,000 annually

Due to the specialized nature of these professional services, staff recommends approval of the proposed amendment to the occupational medicine agreement with BSA CareXpress removing the expiration term.



Agenda Transmittal Memo

Date: September 24, 2024

Council Priority: Business Friendly Community
Fiscal Responsibility
Infrastructure
Public Safety

Department: Public Works

Contact Person: Alan Harder, Assistant Director of Public Works

Agenda Caption: CONSIDER APPROVAL - RENEWAL TO FLEXIBLE AGGREGATE BASE SUPPLY AGREEMENT

This item considers a approval of a one-year renewal to a supply agreement for the purchase of a flexible aggregate base, which is used by the street division to repair streets and alleys throughout the city.

Award to: J. Lee Milligan

Amount: Not to exceed \$328,125.00

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item considers the one-year renewal of a contract for the purchase of a Flexible Aggregate Base used by the Street Division to repair streets and alleys throughout the city. This contract allows for the purchase of up to 7,500 tons of Flexible Aggregate Base Material within FY24/25.

Requested Action: Consider approval and award to the previous vendor for renewal, J. Lee Milligan for the amount of \$328,125.00 (\$26.25 per ton).

Funding Summary: Funding for this item is available in the 2024/2025 Street Division Budget (R&M Improvements).

The Flexible Aggregate Base purchased for use by the Street Division through this annual contract totals approximately \$196,875.00. The Water and Sewer Divisions are planning to purchase 5,000 tons at \$131,250.00. The total amount budgeted for the Pre-coated B-4 Aggregate is \$710,000.00. No state or federal funds will be used for the purchase of this product.

Purchasing Summary: The Flexible Aggregate Base was sent out for bid in 2022. This is a (1) one-year contract with the option to renew for (2) two additional (1) one-year periods if agreeable by both parties. This is the last renewal for this contract. In 2022/2023, the base material to be supplied by the low bidder and the second low bidder failed to meet specifications. There were (3) bidders with J Lee Milligan meeting specifications.

Community Engagement Summary: N/A

Staff Recommendation: City staff is recommending approval of this bid.

Attachments: 1. TB22-7304_R

CITY OF AMARILLO, TEXAS
 Bid Evaluation For Quote 7304
 FLEXIBEL BASE AGGREGATE
 ANNUAL CONTRACT

TO BE AWARDED AS ONE LOT.

Line Number			Quantity
1	750 52	Flexible Base	7500.00

TO BE DELIVERD IN AMARILLO, TEXAS
 PER SPECIFICATION ST-1 REVISED 7/9/2008

STREET DEPARTMENT

Vendor Number	Name	Unit Cost	Extended Price
488589	TIERRA BLANCA RESOURCES	19.7700	148,275.00
346027	LA FULLER & SONS c/o SURETEC	23.6000	177,000.00
118943	J LEE MILLIGAN INC	26.2500	196,875.00

Line Number			Quantity
2	750 52	Flexible Base	5000.00

TO BE DELIVERD IN AMARILLO, TEXAS
 PER SPECIFICATION ST-1 REVISED 7/9/2008

WATER DISTRIBUTION(2,500 TN)
 WASTE WATER COLLECTION(2,500 TN)

Vendor Number	Name	Unit Cost	Extended Price
488589	TIERRA BLANCA RESOURCES	19.7700	98,850.00
TOTAL BID AMOUNT \$ 247,125.00			
346027	LA FULLER & SONS c/o SURETEC	23.6000	118,000.00
TOTAL BID AMOUNT \$ 295,000.00			
118943	J LEE MILLIGAN INC	26.2500	131,250.00
TOTAL BID AMOUNT \$ 328,125.00			



Agenda Transmittal Memo

Date: September 24, 2024

Council Priority: Infrastructure Initiative
Best Practices
Customer Service

Department: Public Works

Contact Person: Donny Hooper, Managing Director of Public Works

Agenda Caption: CONSIDER PURCHASE - ROUGH TERRAIN FORKLIFT

This item considers the purchase of one Case Rough Terrain Forklift for daily use at the surface water treatment plant. This is a new addition to the City's fleet.

Award to: ASCO Equipment (Source Well #011723-CNH-1)

Amount: \$80,750.00

Funding Source: Fleet services fund revenues

Is the item budgeted? Yes

Agenda Item Summary: Addition of Rough Terrain Forklift to the City's Fleet. This addition was approved during the 23/24 Capital Improvement Projects review. New equipment will help assist Surface Water Treatment with daily operations. Rough Terrain Forklifts are specifically built to move materials over rocky, hilly or unstable ground allowing the department to move materials around outdoor job sites.

Requested Action: Approval

Funding Summary: Fleet Services Machinery, account 61120.84200 request total award \$80,750.00

Purchasing Summary: This purchase will be on Source Well Contract #011723-CNH-1. Contract assures discounted governmental pricing and a quicker delivery schedule.

Community Engagement Summary: N/A

Staff Recommendation: City Staff recommends approval.

Attachments: 1. TB24-7985_R

USING SOURCE WELL CONTRACT #011723-CNH-1

Line Number

Quantity

1 560 75 Trucks, Lift, Powered: Fork Li
fts, etc.
ROUGH TERRAIN FORKLIFT
DELIVERYTIME: 60-90 DAYS

1.00

Vendor
Number

Name

Unit
CostExtended
Price

350467

ASSOCIATEDSUPPLYCO - CASE

80,750.0000

80,750.00

TOTALBID AMOUNT \$ 80,750.00



Agenda Transmittal Memo

Date: September 24, 2024

Council Priority: Infrastructure Initiative
Best Practices
Customer Service

Department: Public Works

Contact Person: Donny Hooper, Managing Director of Public Works

Agenda Caption: CONSIDER PURCHASE - JCB EXTENDED BOOM BACKHOE

This item considers the purchase of a JCB Extended Boom Backhoe for daily use in water production. This is a new addition to the City's fleet.

Award to: ASCO Equipment (Source Well #020223-JCB)

Amount: \$123,000.00

Funding Source: Fleet services fund revenues

Is the item budgeted? Yes

Agenda Item Summary: Addition of JCB Ext Boom Backhoe to the City's Fleet. This addition was approved during the 23/24 Capital Improvement Projects review. New equipment will help assist Water Production with daily operations. Extended Boom Backhoe is a versatile machine used for excavation and moving heavy debris. The extended boom gives the department the ability to reach a digging depth of 22ft, which is 4ft over a standard backhoe digging depth.

Requested Action: Approval

Funding Summary: Fleet Services Machinery, account 61120.84200 request total award \$123,000.00

Purchasing Summary: This purchase will be on Source Well Contract #020223-JCB. Contract assures discounted governmental pricing and a quicker delivery schedule.

Community Engagement Summary: N/A

Staff Recommendation: City Staff recommends approval.

Attachments: 1. TB24-7986_R

USING SOURCE WELL CONTRACT #020223-JCB.

Line Number

Quantity

1 760 04 17 Tractor, Loader, Backhoe,
Medium, Diesel
EXTENDED BOOM BACKHOE
DELIVERY TIME: 60-90 DAYS

1.00

APPROVED ADDITIONS TO WATER PRODUCTION.

Vendor Number	Name	Unit Cost	Extended Price
116139	ASSOCIATED SUPPLY CO	123,000.0000	123,000.00

Total Bid Amount \$ 123,000.00



Agenda Transmittal Memo

Date: September 24, 2024

Council Priority: Infrastructure Initiative
Best Practices
Customer Service

Department: Public Works

Contact Person: Donny Hooper, Managing Director of Public Works

Agenda Caption: CONSIDER PURCHASE - FRONT LOADER TRASH TRUCK

This item considers the purchase of a Mack Front Loader trash truck for daily use in solid waste collection. This is the scheduled replacement of unit 8230 which has reached its end of useful life.

Award to: Bruckner Truck Sales (HGAC #HT06-20)

Amount: \$416,497.07

Funding Source: Fleet services fund revenues

Is the item budgeted? Yes

Agenda Item Summary: Scheduled replacement of unit 8230 2016 Peterbilt Front Loader. This existing unit has reached and exceeded its usable life cycle. New equipment will help assist Solid Waste Collections with daily operational requirements. Front Loader Style trash trucks are used daily to pick up commercial-style trash bins.

Requested Action: Approval

Funding Summary: Fleet Services Auto Rolling Stock, account 61120.84100 request total award \$416,497.07

Purchasing Summary: This purchase will be on HGAC Contract #HT06-20. Contract assures discounted governmental pricing and a quicker delivery schedule.

Community Engagement Summary: N/A

Staff Recommendation: City Staff recommends approval.

Attachments: 1. TB24-7983_R

Line Number			Quantity
1	072 08	CLASS 8 TRUCKS (33,001 LB. GVW	1.00

HEIL FRONT LOADER TRASH TRUCK

DELIVERY TIME: 60-90 DAYS

SCHEDULED REPLACEMENT OF UNIT 8230

Vendor Number	Name	Unit Cost	Extended Price
425913	BRUCKNERS SALES INC (VEHICLE)	414,997.0700	414,997.07

Line Number			Quantity
2	001 01	Shipping, Handling & Misc Fees	1.00

HGAC PROCESSING FEE

Vendor Number	Name	Unit Cost	Extended Price
425913	BRUCKNERS SALES INC (VEHICLE)	1,500.0000	1,500.00

TOTAL BID AMOUNT \$416,497.07



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Infrastructure
Department: Facilities
Contact Person: Jerry Danforth, Director of Facilities

Agenda Caption: CONSIDER AWARD - ANNUAL PAINTING SERVICES CONTRACT

This item considers the award of a contract for controlled labor costs for painting services on City-owned property/buildings.

Award to: Jack C Thomas & Son Inc.

Amount: Not to exceed \$80,000.00 (with an hourly rate of \$42.00)

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: Annual Painting Services Contract for misc. jobs on City-owned property/buildings to Jack C. Thomas & Son Inc. for a maximum of \$80,000.00 with an hourly rate of \$42.00. This is a 1 year contract with 4 renewals.

Requested Action: Approval of the contract

Funding Summary: 1242.68100 R&M Building Maintenance

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Approval of the Contract

Attachments: 1. Paint services (resized)

Judi Owens

Order List: Judi Owens

Clear Selection		Bulk Actions ▾		Back to Project (/projects/148027/details)		Edit BidTable (/bidTables/91533?bidTableOrderList=43085)	
#	Item Name	Selected	Lowest	D Locke Inc	Jack C Thomas & Son Inc		
				★ × ⊕ ↗	★ × ⊕ ↗		
		\$42.00	\$42.00	\$49.00	\$42.00		
		1 / 1	-	0	1		
		-	-	\$0.00	\$42.00		
☒ 0	☐ No Basket (1)	\$42.00	\$42.00	\$49.00	\$42.00		
☒ #0-1	☒ Painting Services	× ↗	\$42.00	\$49.00	● \$42.00		





Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Infrastructure
Department: Airport
Contact Person: Michael Conner, Director of Aviation

Agenda Caption: CONSIDER AWARD - PARTIAL ROOF REPLACEMENT OF BUILDING 602 AT THE AIRPORT

This item considers the award of a contract to replace approximately one sixth of the roof for Building 602 at the Rick Husband Amarillo International Airport.

Award to: Tecta America Amarillo CS LLC (TexBuy #022-020)

Amount: \$278,103.00

Funding Source: Airport fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of a contract to replace approximately one sixth of the roof at Building 602 at the Rick Husband Amarillo International Airport. This building is currently leased to Albers Aerospace. This is Phase 2 of a complete roof replacement due to extreme age of the roof and the issue of multiple roof leaks. We are phasing this roof replacement as annual funding becomes available.

Requested Action: Please approve this contract.

Funding Summary: Airport revenues

Purchasing Summary: This is on a TexBuy coop contract.

Community Engagement Summary: N/A

Staff Recommendation: Airport staff recommends this contract.

Attachments: 1. Bid Tabulation (7987)

Bid Evaluation For Quote 7987

PHASE 2 BUILDING 602 ROOF

TO THE ATTENTION OF TRACEY HONEA PER PROPOSAL NO 006 - BUILDING 602 ROOF
CITY OF AMARILLO - AIRPORT OPERATIONS DEPARTMENT
TEXBUY RFP # 022-020

Line Number	Quantity
1 910 66 Roofing, Gutters, and Downspouts Maintenance and Repair	1.00
TECTAAMERICA AMARILLO CS LLC	
PO BOX 2722	
AMARILLO, TEXAS 79105	
806-373-1732	
ATTN: TRACEY HONEA	
806-553-4309	
PROPOSAL NO. 006	
PHASE 2 - REPAIR PORTION M-A OF BUILDING 602 (LEASED BUILDING)	

TOTAL \$278,103.00

540401.17400.1040

RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT
ATTN: ERIC OZIER
10801 AIRPORT BLVD
AMARILLO, TX 79111
806-335-1671

Vendor Number	Name	Unit Cost	Extended Price
418194	TECTAAMERICA CORP	278,103.0000	278,103.00



Agenda Transmittal Memo

Date: September 24, 2024

Council Priority: Infrastructure
Technology and Innovation

Department: Airport

Contact Person: Michael Conner, Director of Aviation

Agenda Caption: CONSIDER APPROVAL - RENEWAL OF AIRPORT CHILLERS & WATER CONDITION TESTING ANNUAL SERVICE AGREEMENT

This item considers the approval of a renewal to the annual service agreement to provide quarterly inspections of the terminal HVAC chillers and monthly chiller water testing at the Rick Husband Amarillo International Airport.

Award to: TRANE, Inc.

Amount: \$71,827.20

Funding Source: Airport fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of a one-year service agreement to provide quarterly inspections of the terminal HVAC chillers and monthly chiller water testing at the Rick Husband Amarillo International Airport. Chiller inspections are a preventive maintenance item. The water testing portion is to ensure that the water chemical makeup meets the best practice requirements to help extend the life of the chillers. This is a contract renewal with the chiller manufacturer.

Requested Action: Please approve this inspection and testing agreement for the Airport's HVAC chillers.

Funding Summary: Funding is from Airport revenues in the O&M budget.

Purchasing Summary: This is a renewal agreement for one year.

Community Engagement Summary: N/A

Staff Recommendation: Airport staff recommends this agreement.

Attachments: None



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Infrastructure
Department: Facilities
Contact Person: Jerry Danforth, Director of Facilities

Agenda Caption: CONSIDER AWARD - NORTH BRANCH WIC ROOFING PROJECT

This item considers the award of a contract for the removal of the existing failing roof and installation of a new built-up gravel roof at the North Branch WIC location located at 1504 NE 24th Ave in Amarillo, Texas 79107.

Award to: Panhandle Steel Buildings, Inc. (Buy Board #728-24)

Amount: \$249,470.00

Funding Source: United States Department of Agriculture federal funds

Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of a contract to Panhandle Steel Buildings, INC. for the removal of the existing failing roof and installation of a new built-up gravel roof at the North Branch WIC location located at 1504 NE 24th Ave in Amarillo, Texas 79107. The existing roof is failing, allowing rain water to leak into the building, causing interior damage. The proposed new roof will bring the roof up to the current building code, which includes new taper insulation, new curbs, and a new built-up gravel roofing system.

Requested Action: Staff requests the approval of this contract with Panhandle Steel Buildings, Inc.

Funding Summary: Grant funding provided by the USDA.

Purchasing Summary: Purchased through a Buy Board contract.

Community Engagement Summary: N/A

Staff Recommendation: Approval of the contract.

Attachments: 1. TB24-7989_R

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 7989
NORTH BRANCH WIC
ROOF REPLACEMENT

BUYBOARD 728-24

Line Number

Quantity

1	909 24	BUILDING CONSTRUCTION, COMMERCIAL AND INSTITUTIONAL THE REMOVAL AND REPLACEMENT OF A NEW BUILT-UP GRAVEL ROOF FOR THE NBL-WIC	1.00
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Vendor Number	Name	Unit Cost	Extended Price
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119385	PANHANDLE STEEL BUILDINGS	249,470.0000	249,470.00
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TOTAL BID AMOUNT \$ 249,470.00



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Fiscal Responsibility
 Infrastructure
Department: Water and Sewer Utilities
Contact Person: Michael Price, Director of Utilities

Agenda Caption: CONSIDER AWARD – CONTRACT TO REPLACE ROOFS ON SIX BUILDINGS AT RIVER ROAD WATER RECLAMATION FACILITY

This item considers the award of a contract to replace the roofs on six buildings at the River Road Water Reclamation Facility.

Award to: Tecta America (Buyboard #672-22)

Amount: \$376,167.00

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary: The current roofs have been in place for three decades, far beyond the typical lifespan of 20-25 years for most roofing materials. Over time, these roofs have suffered from natural wear and degradation, resulting in compromised structural integrity. The roofing material is no longer effective in protecting the buildings, leading to potential leaks and further damage to the building's interior. Severe weather events have further damaged the roof, with visible signs of shingle loss, cracks, and water intrusion. These issues not only compromise the safety of the employees but also increase the likelihood of costly emergency repairs. A full roof replacement would provide a more cost-effective solution in the long run, eliminating the need for frequent repairs and reducing the risk of sudden, unexpected expenses due to further damage. The ongoing vulnerability to future storms poses a significant risk to the building's infrastructure. All roofs at River Road are over thirty years old and have only had as needed repairs done on them.

Requested Action: Requesting approval of purchase.

Funding Summary: Account 52260.68300 will be used. Current account balance is \$12,570.58

Purchasing Summary: Utilizing a Buy Board contract for this purchase.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends awarding the purchase to Tecta America.

Attachments: 1. TB24-7981_R

Line Number			Quantity
1	770 62	Roofing, Composition: Rolls	1.00

1 EA ADMINISTRATION BUILDING
 SPUD AND SWEEP GRAVEL AND DISPOSE GRAVEL ON SITE
 FOAM ADHERE 1/4" SECUR ROCK COVER BOARD OVER EXISTING ROOF
 ADHERE 60 MIL TPO PER MANUFACTURER REQUIREMENTS
 INSTALL BASE FLASHINGS AS REQUIRED
 INSTALL 24 GA. PRE-FINISHED SHOP-FABRICATED SHEET METAL TRIM (AS RELATED TO
 ROOFING) AS REQUIRED - METAL EDGE AND COPINGS TO AS/NZS 153 ES-1 PER BUILDING
 CODE
 PROVIDE 15-YEAR MANUFACTURER WARRANTY AND 2-YEAR WORKMANSHIP WARRANTY

Vendor Number	Name	Unit Cost	Extended Price
418194	TECTA AMERICA CORP	89,110.0000	89,110.00

Line Number			Quantity
2	770 62	Roofing, Composition: Rolls	1.00

BLOWER BUILDING

Vendor Number	Name	Unit Cost	Extended Price
418194	TECTA AMERICA CORP	58,680.0000	58,680.00

Line Number			Quantity
3	770 62	Roofing, Composition: Rolls	1.00

DEWATERING BUILDING

Vendor Number	Name	Unit Cost	Extended Price
418194	TECTA AMERICA CORP	79,360.0000	79,360.00

Line Number			Quantity
4	770 62	Roofing, Composition: Rolls	1.00

GENERAL BUILDING

Vendor Number	Name	Unit Cost	Extended Price
418194	TECTA AMERICA CORP	49,078.0000	49,078.00

Line Number			Quantity
5	770 62	Roofing, Composition: Rolls	1.00

OLD SHOP

Vendor Number	Name	Unit Cost	Extended Price
418194	TECTA AMERICA CORP	56,550.0000	56,550.00

Line Number			Quantity
6	770 62	Roofing, Composition: Rolls	1.00

MAINTENANCE SHOP (WEST OF ADMIN BUILDING)

Vendor Number	Name	Unit Cost	Extended Price
418194	TECTAAMERICA CORP	35,898.0000	35,898.00

Line Number	Quantity
7 770 62 Roofing, Composition: Rolls	1.00
REPLACE METAL WALL PANEL (NORTH)	
PRICE INCLUDES USE OF OWNER MAN-LIFT	

Vendor Number	Name	Unit Cost	Extended Price
418194	TECTAAMERICA CORP	2,978.0000	2,978.00

Line Number			Quantity
8	770 62	Roofing, Composition: Rolls	1.00
REMOVE AND REPLACEROOF HATCH			

Vendor Number	Name	Unit Cost	Extended Price
418194	TECTAAMERICA CORP	4,513.0000	4,513.00

TOTAL BID AMOUNT \$ 376,167.00



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Fiscal Responsibility
 Infrastructure
Department: Water and Sewer Utilities
Contact Person: Michael Price, Director of Utilities

Agenda Caption: CONSIDER PURCHASE - TWO DIGESTER PUMPS AT RIVER ROAD WATER RECLAMATION FACILITY

This item considers the purchase of two Flygt pumps for digester sludge recirculation at the River Road Water Reclamation Facility.

Award to: Zone Industries (Buy Board #672-22)

Amount: \$62,066.66

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This purchase is of two Flygt pumps for Digester sludge recirculation. The sludge is recirculated through heat exchangers to maintain sludge temperature for destruction of solids to meet TCEQ permit requirements. This purchase will replace two of the three pumps used in the sludge recirculation. Existing pumps are over 15 years old and have reached and exceeded end of life. Last purchase of these pumps was over 15 years ago.

Requested Action: Requesting approval of purchase to Zone Industries

Funding Summary: Account 52260.68300 will be used with a current balance of \$12,570.58. The overage will be covered by the other O&M accounts of 52260.

Purchasing Summary: Utilizing a Buy Board contract for this purchase.

Community Engagement Summary: N/A

Staff Recommendation: City staff recommends approval to Zone Industries

Attachments: None



Agenda Transmittal Memo

Date: September 24, 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. 8154

This item is a public hearing and first reading to consider an ordinance rezoning a 7.56 acre tract of unplatted land, in Section 11, 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 General Retail District. (VICINITY: Western St. & Dunn Ranch Rd.; APPLICANT/S: OJD Engineering, LLC for the Marsh Gwendolyn O'Brien Estate)

Agenda Item Summary: Purpose: The applicant is proposing a change in zoning to develop the tract with retail type land-uses.

Adjacent Zoning: Adjacent zoning consists of Planned Development District 405 (retail uses) to the north, Planned Development District 390 (The Trails at Tascosa subdivision) to the south and west, and Light Industrial District to the east.

Adjacent Land Uses: Adjacent land-uses consists of vacant land to the north, green space for The Trails at Tascosa subdivision to the south and west, and multiple commercial and retail businesses to the east.

City Plan Conformance: The request was found to conform with the Place Type category of Community Mixed Use identified for the tract and in the Planning and Zoning Commission's opinion, conforms with the Complete Neighborhoods Scenario.

Analysis: The location of the applicant's tract along an arterial roadway would make the property more suited to non-residential type development. Given that the property on the east side of Western Street is zoned Light Industrial, the applicant's request of General Retail would represent an appropriate transition and buffer in zoning between Western Street and The Trails at Tascosa subdivision. Additionally, the Planning and Zoning Commission notes that this portion of Amarillo is underserved by retail and service uses which the applicant's request would provide. Given that there is approximately 200 feet of separation provided by a green space to the west of the applicant's property, impacts from the retail uses on single-family homes to the west should be minimal. In the Planning and Zoning Commission's opinion, the request is logical when considering the area 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

Purchasing Summary: N/A

Community Engagement Summary: Notices were sent as required and as of this writing, no comments have been received.

Staff Recommendation: The Planning and Zoning Commission recommended approval of the request as presented with a 7-0 vote at their 9-16-2024 meeting.

Attachments:

1. Ordinance No. 8154
2. Exhibit A to Ordinance 8154
3. Location Map (8154)

ORDINANCE NO. 8154

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 WESTERN STREET AND DUNN RANCH
ROAD, 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, TEXAS:

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

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

Rezoning of a 7.56 acre tract of unplatted land, in Section 11, 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 General Retail District 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 this the 24th day of September 2024 and PASSED on second and final reading on this the 8th day of October 2024.

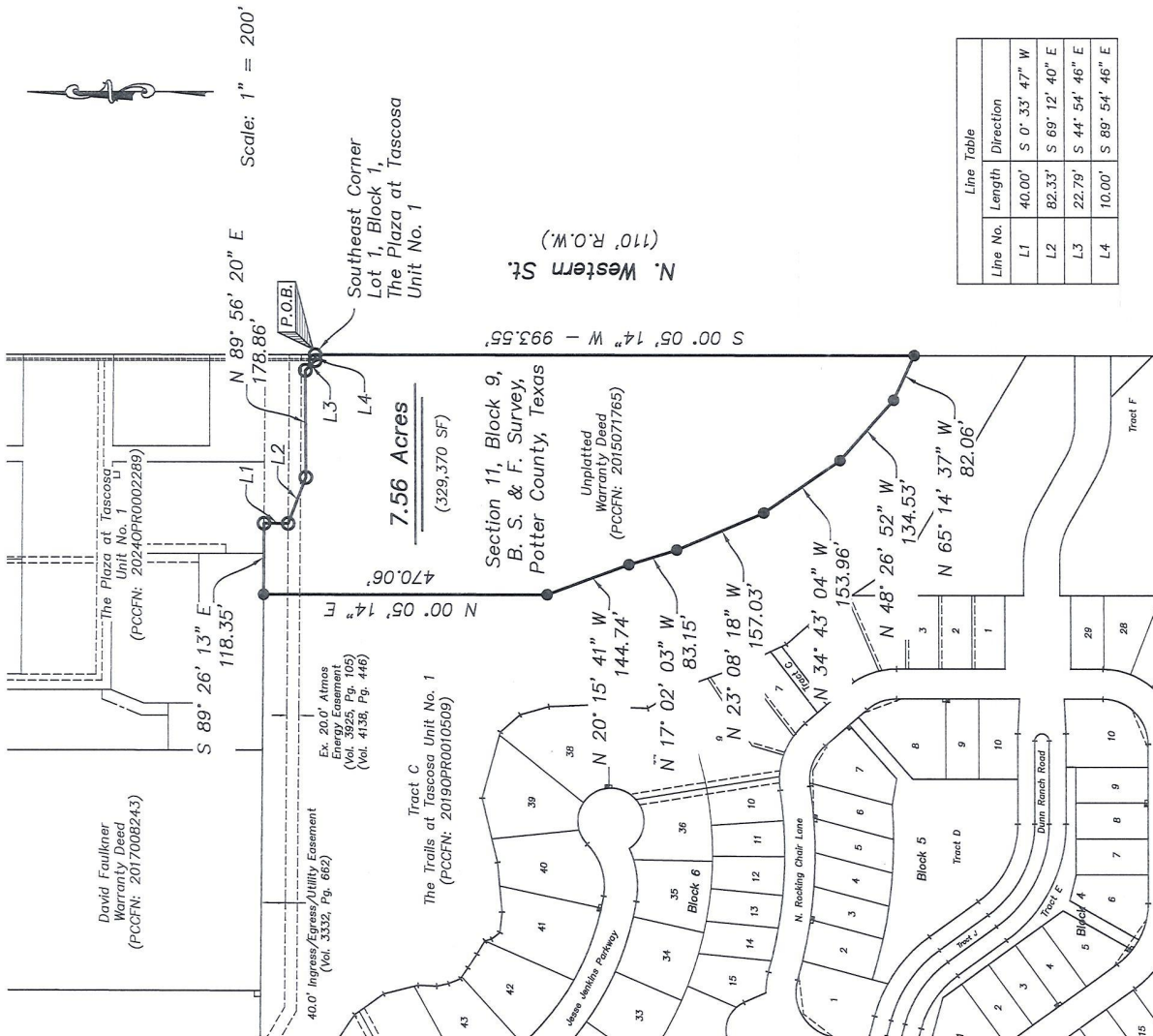
Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



LEGEND

- P.O.B. = Point of Beginning
● = 1/2" Iron Rod Set w/ Green Cap
○ = 1/2" Iron Rod Found w/ Yellow Cap

NOTES

Bearings are based on the U.S. State Plane Coordinate System of 1983 (NAD83) — Texas North Zone 4201
Distances shown are ground distances. Grid to ground scale factor: 1.0002507

* * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS,
COUNTY OF POTTER : that I, David G. Miller, 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 19th day of August, A.D., 2024.

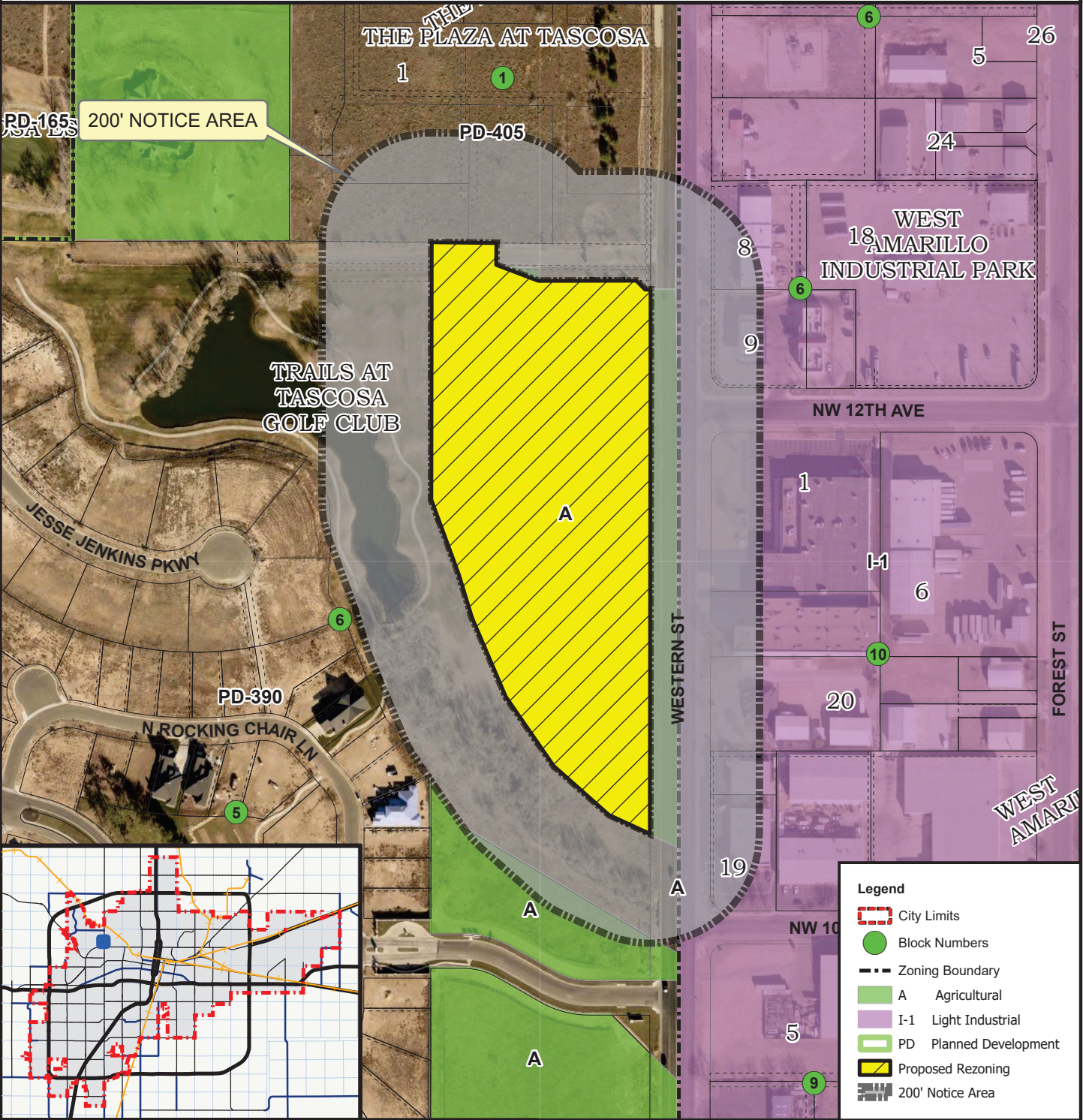


David G. Miller
Registered Professional
Land Surveyor #5437

A Plat of a 7.56 acre tract of land out of Section 11, Block 9,
B. S. & F. Survey, City of Amarillo, Potter County, Texas

SCALE: 1" = 200'	FIRM NO. 10090900	DRAWN BY: JA
DATE: August 2024	FILE NAME:	
OJD Engineering, L.L.C. Consulting Engineers & Surveyors		806-352-7117 2420 Lakeland Drive Amarillo, Texas 79109
		DRAWING NUMBER

REZONING FROM A to GR



CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 250 Feet
Date: 8/22/2024
Case No: Z-24-18



Z-24-18 Rezoning of a 7.56 acre tract of unplatted land, in Section 11, 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 General Retail District. (VICINITY: Western St. & Dunn Ranch Rd.; APPLICANT/S: OJD Engineering, LLC for the Marsh Gwendolyn O'Brien Estate)

AP: K-10

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: September 24, 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. 8155

This item is a public hearing and first reading to consider an ordinance rezoning lots 17 and 18, and portions of Lots 19 and 20, Block 76, Glidden and Sanborn Addition, an addition to the City of Amarillo, in Section 169, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Heavy Commercial District to Central Business District. (VICINITY: SW 6th Ave. & Jackson St.; APPLICANT/S: Valerie Gooch for The PARC)

Agenda Item Summary: Purpose: The applicant is requesting a change in zoning for an upcoming expansion of the PARC (Panhandle Adult Rebuilding Center). The expansion project would exceed the maximum lot coverage allowed in the Heavy Commercial District (50%) and is the reason for the request.

Adjacent Zoning: Adjacent zoning consists of Heavy Commercial District to the north, south, and west and Central Business District to the east.

Adjacent Land-uses: Adjacent land-uses consists of a vacant building to the north, an auto repair shop to the south, a parking lot to the east, and a detail shop and car lot to the west.

City Plan Conformance: The request would conform with the Place Type identified for the property (Community Mixed Use) and would also meet the goals and objectives of the Complete Neighborhoods Scenario in the Planning and Zoning Commission's opinion.

Analysis: It is noted by the Planning and Zoning Commission that the applicant's property is located along the boundary line of the existing Central Business District zoning boundary. Additionally, many sites in this area (immediately to the north and within the same block) observe lot coverage of over 50% and do not feature on-site parking as typically required by zoning districts outside the Central Business District. With this being the case, the characteristics of development in this area are very similar to that found in the Central Business District. The potential of including other property owners within the block was discussed with the applicant (as it would make their properties legal) as it would be more comprehensive from a zoning perspective. While those owners did not have a desire to participate in this case, the Planning and Zoning Commission would likely support similar cases in the future given development characteristics in this area.

Additionally, the Planning and Zoning Commission also notes that this property is located within the Downtown Amarillo Urban Design Standards boundary, which does encourage more urban oriented

design for sites. Given the above factors, the Planning and Zoning Commission is of the opinion that the request is appropriate for the area.

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

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: Notices were sent as required and as of this writing, one phone call has been received that did not express opposition to the request.

Staff Recommendation: The Planning and Zoning Commission recommenced approval of the request with a 7-0 vote at their 9-16-2024 meeting.

Attachments:

1. Ordinance No. 8155
2. Exhibit A for Ordinance 8155
3. Location Map (8155)

ORDINANCE NO. 8155

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 SIXTH AVENUE AND JACKSON
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, TEXAS:

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 17 and 18, and portions of Lots 19 and 20, Block 76, Glidden and Sanborn Addition, an addition to the City of Amarillo, in Section 169, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Heavy Commercial District to Central Business District 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 this the 24th day of September 2024 and PASSED on second and final reading on this the 8th day of October 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

S.W. 6th Avenue
80' Right-of-Way - Vol 65 p. 5

80' Right-of-Way - Vol. 65 Pg. 12

S. Jackson Street
80' Right-of-Way - Vol. 65, Pg. 12

3/8" Iron Rod, Found,
Bears N. 80° 36' 00" E., 3.0'
KEYS
3.0'

9° 23' 50" E
60.00'

S 80° 36' 04" E - 100.00'

LOT 17 A

BLOCK 76

0.25 ACRES

N 80° 36' 00" W - 140.00'

Lot 16

Lot 16
Block 76, Glidden & Sanborn Addition
Volume 65, Page 12 - Potter County Official Public Records

West 100 feet of Lots 19 and 20
GRANTY DEED - Clerk's File No. 2024OPR0000256
Potter County Official Public Records

S 80° 36' 08" E
2.8' 39.92'

$N 09^{\circ} 23' 50'' E$
 $60.00'$

S 09° 21' 28" W - 120.01'

POINT OF BEGINNING

1 1/2" IRON ROD, FOUND
FURMAN RPLS

Bears N. 09° 20' 25" E., 0.25'

'X' IN CONCRETE, FOUND

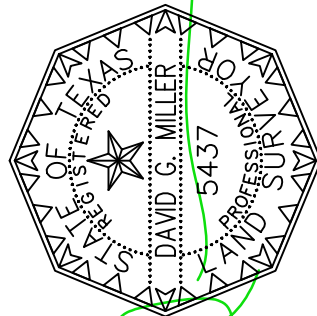
Existing 20' Alley
Glidden & Sandborn Addition
Volume 65, Page 12
Potter County Official Public Records

Block 76

Volume 65, Page 12 - Deed Records of Potter County
Glidden & Sanborn Addition



ELECTRONIC COPY



David G. Miller, R.P.L.S.
Registration No. 5437

OJD Engineering, LLC

Consulting Engineers & Surveyors

806-352-7117

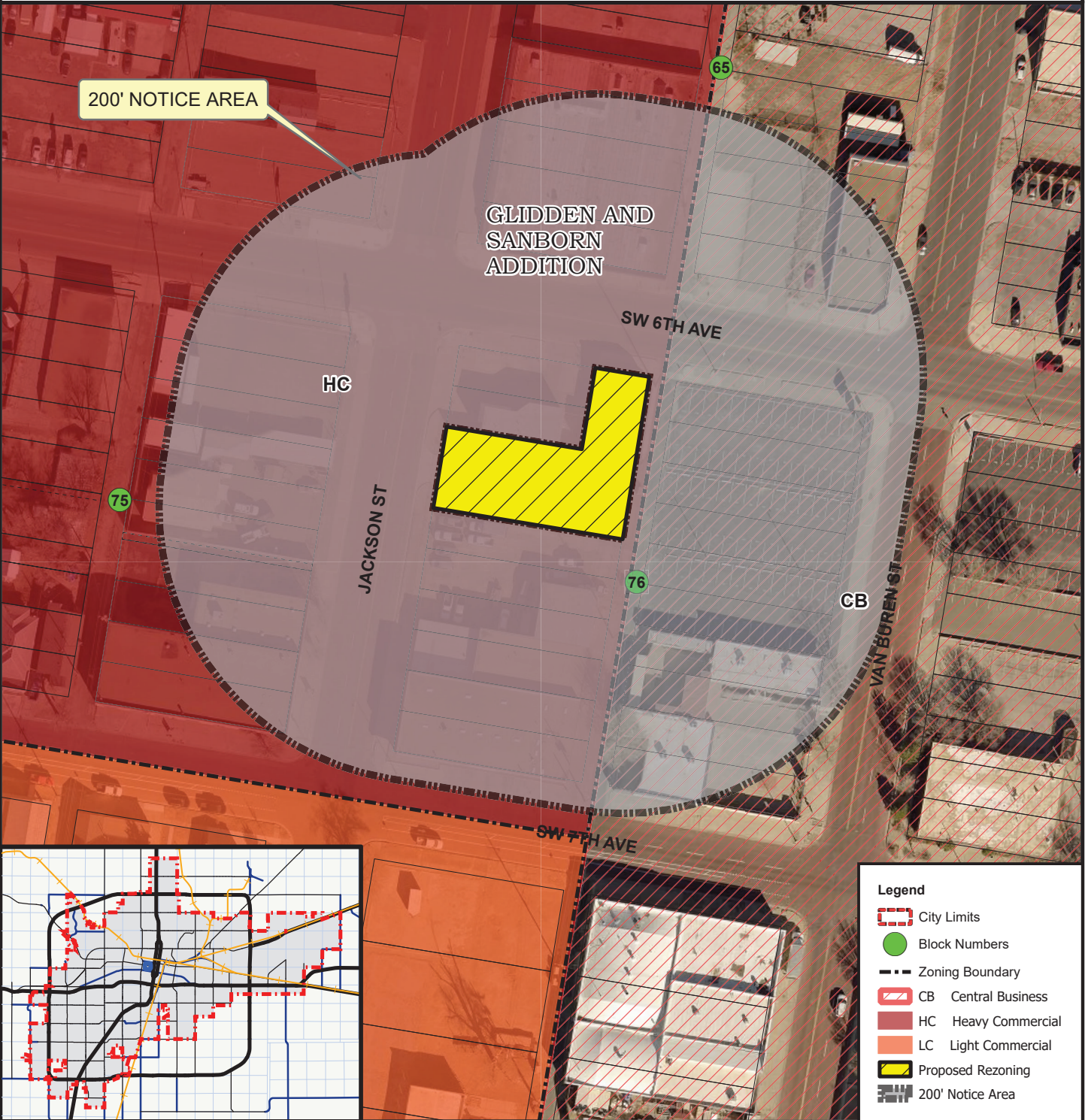
2420 Lakeview Dr.

Marillo, Texas 79109

Page 1 of 2

PROJECT #24-AS0272

REZONING FROM HC to CB



CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 100 Feet
 Date: 8/22/2024
 Case No: Z-24-19



Z-24-19 Rezoning of Lots 17 and 18, and portions of Lots 19 and 20, Block 76, Glidden and Sanborn Addition, an addition to the City of Amarillo, in Section 169, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Heavy Commercial District to Central Business District. (VICINITY: SW 6th Ave. & Jackson St.; APPLICANT/S: Valerie Gooch for The PARC)

AP: N-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: September 24, 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. 8156

This item is a public hearing and first reading to consider an ordinance vacating a 0.40 acre public right-of-way, being a 20-foot wide public alley in and adjacent to Block 3 of Wright Addition Unit No. 2, an addition to the City of Amarillo, in Section 157, Block 2, AB&M Survey, Potter County, Texas. (VICINITY: NE 15th Ave. and Mirror St.; APPLICANT/S: Paul Ebben for AAAA Properties)

Agenda Item Summary: Purpose: The applicant is requesting vacation of the alley that is on the perimeter of their site to facilitate an upcoming expansion project that will add additional warehousing to the Affiliated Foods Facility. The area, if vacated, would provide additional space around the facility for a fire lane.

Analysis: The request has been reviewed by applicable City Staff and utility companies and no utilities have been identified within the alley proposed for vacation. The Parks and Recreation Department did state that the alley is utilized for access to a gate on the north side of the Martin Road Softball Complex and they would need continued access to that area. As part of the request, the applicant has agreed to retain an easement that will allow the City of Amarillo to have continued access to the gate in question. Given that the easement covers the area proposed for vacation, a fair market value payment will not be needed as a result.

Given that the alley was never constructed, contains utilities, or serves other lots outside of City property, the Planning and Zoning Commission is of the opinion that the request would not result in any detrimental impacts for the area if approved.

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

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: Public notices were sent as required and as of this writing, one phone call has been received in the form of a general inquiry.

Staff Recommendation: The Planning and Zoning Commission recommended approval of the request with a 7-0 vote at their 9-16-2024 meeting.

- Attachments:**
1. Ordinance No. 8156
 2. Exhibit A to Ordinance 8156
 3. Location map (8156)

ORDINANCE NO. 8156

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR A PUBLIC RIGHT-OF-WAY (ALLEY) IN THE VICINITY OF NORTHEAST 15TH AVENUE AND MIRROR STREET, POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED RIGHT-OF-WAY; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO ABUTTING LANDOWNERS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, AAAA Properties, LLC petitioned the City of Amarillo to abandon a twenty foot wide alley right-of-way located in the vicinity of Northeast 15th Avenue and Mirror street, Potter County, Texas; and

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

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

WHEREAS, the City Council further determined that this alley right-of-way vacation and abandonment is not detrimental or injurious to the public health, safety or general welfare, or otherwise offensive to the neighborhood and is in the best interest of the City of Amarillo's citizens.

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

SECTION 1. The herein-described alley right-of-way be vacated and abandoned for public purposes:

A 0.40 acre public right-of-way, being a 20 foot wide public alley in and adjacent to Block 3 of Wright Addition, Unit No. 2, an addition to the City of Amarillo, in Section 157, Block 2, AB&M Survey, Potter County, Texas being further described in Exhibit A attached herein.

SAVE AND EXCEPT: An access easement to the City of Amarillo is hereby retained over the entire area of abandonment.

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas on first reading this the 24th day of September 2024 and PASSED on second and final reading on this the 8th day of October 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

DRAFT

Exhibit A

DESCRIPTION

A 0.40+/- acre tract of land out of Section 157, Block 2, A.B.&M. Survey, Potter County, Texas, being the remainder of a 20 foot alley in Block 3 of Wright Addition Unit No. 2, an addition to the City of Amarillo according to the map or plat thereof, recorded in Volume 1030, Page 129, a 20 foot by 140 foot tract of land being described in that certain instrument recorded in Volume 1320, Page 949, a 20 foot alley dedicated per that certain instrument recorded in Volume 1320, Page 953, and a triangular tract of land being described in that certain instrument recorded in Volume 1320, Page 945, all of the Deed Records of Potter County, Texas, said 0.40+/- acre tract of land having been surveyed on the ground on April 3, 2024 by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found, of record, in the East Right-of-Way line of N. Mirror Street for the Northwest corner of said 20 foot by 140 foot tract of land, same being the Southwest corner of that certain 2.32 acre tract of land being described in that certain instrument recorded under Clerk's File No. 20180PR0001354 of the Official Public Records of Potter County, Texas, also being the most West Northwest corner of this tract of land, from whence a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Northwest corner of said 2.32 acre tract of land bears NORTH 150.00 feet;

THENCE EAST (Base line) 690.00 feet along the North line of said 20 foot by 140 foot tract of land and the North line of said 20 foot alley dedicated per Wright Addition Unit No. 2 to a 1/2 inch iron rod found, of record, for the most West corner of said triangular tract of land, same being an interior corner of this tract of land;

THENCE N. 45° 00' 00"E. 28.28 feet to a 1/2 inch iron rod found, of record, in the West line of said 20 foot alley dedicated per Volume 1320, Page 953 for the most North corner of said triangular tract of land, same being an interior corner of this tract of land;

THENCE NORTH 120.90 feet to a 1/2 inch iron rod found, of record, for the Northeast corner of said 2.32 acre tract of land, same being the Northwest corner of said 20 foot alley dedicated per Volume 1320, Page 953, also being the most North Northwest corner of this tract of land;

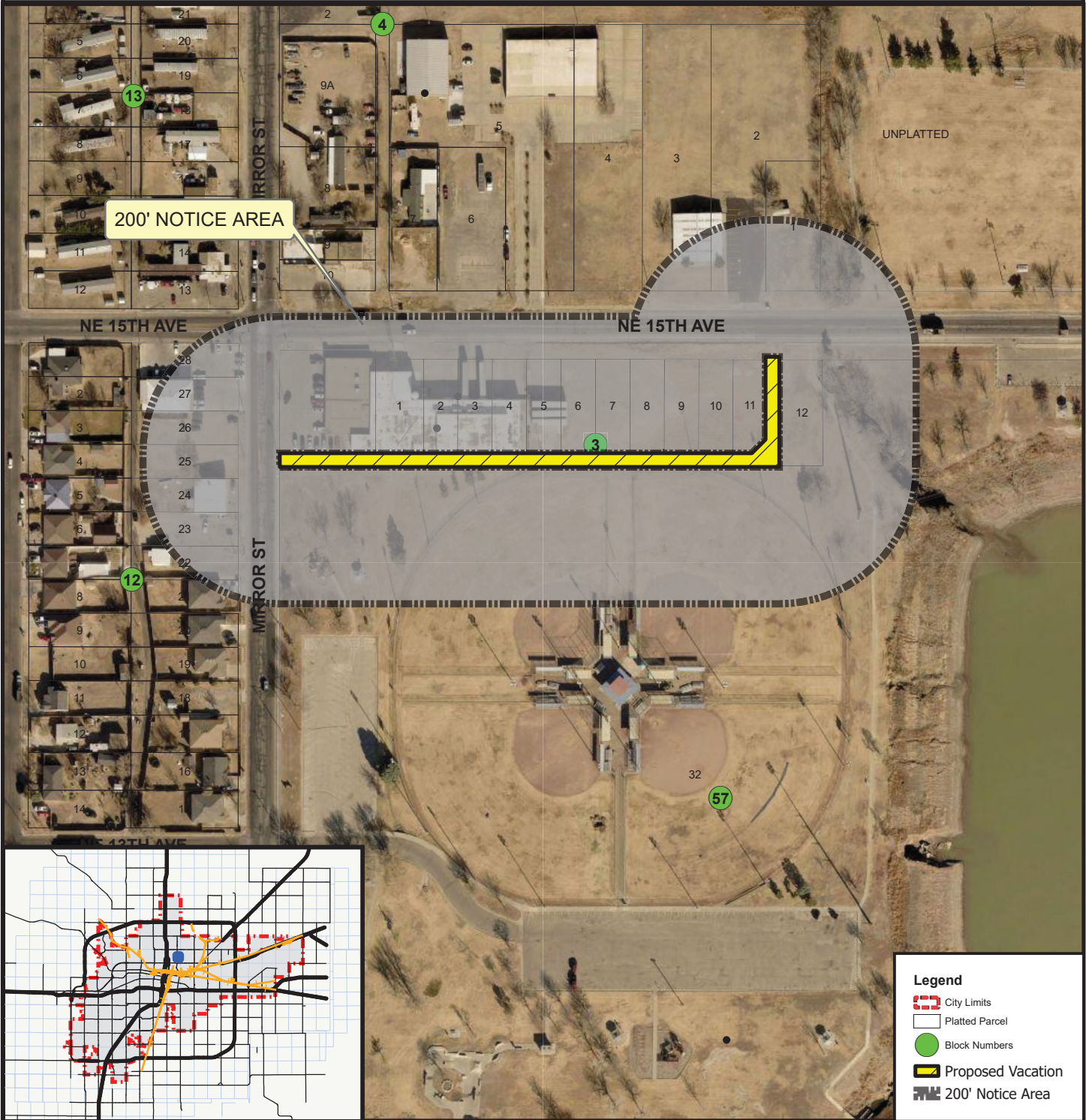
THENCE EAST 20.00 feet to the Northeast corner 20 foot alley dedicated per Volume 1320, Page 953, same being the Northeast corner of this tract of land;

THENCE SOUTH 160.90 feet along the East line of said 20 foot alley dedicated per Volume 1320, Page 953 to the Southeast corner of said 20 foot alley dedicated per Volume 1320, Page 953, same being the Southeast corner of this tract of land;

THENCE WEST 730.00 feet along the South line of the aforementioned 20 foot alley dedicated per Wright Addition Unit No. 3 and the South line of said 20 foot by 140 foot tract of land to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the East Right-of-Way line of said N. Mirror Street for the Southwest corner of said 20 foot by 140 foot tract of land, same being the Southwest corner of this tract of land;

THENCE NORTH 20.00 feet along the West line of said 20 foot by 140 foot tract of land and the East Right-of-Way line of said N. Mirror Street to the PLACE OF BEGINNING and containing 0.40 acres of land, more or less.

CASE V-24-07
Wright Addition Unit No. 2
VACATION



CITY OF AMARILLO
PLANNING DEPARTMENT

Vacation of a 0.40 acre public right-of-way, being a 20 foot wide public alley in and adjacent to Block 3 of Wright Addition Unit No. 2, an addition to the City of Amarillo, in Section 157, Block 2, AB&M Survey, Potter County, Texas.

Applicant: Paul Eben

Vicinity: N. Mirror St. & NE 15th Ave.

Scale: 1 inch = 200 feet
Date: 9/3/2024
Case No: V-24-07



AP: O-10

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Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Economic Development and Redevelopment
Department: Finance
Contact Person: Carrie Roberts, PIDs Coordinator

Agenda Caption: PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8157

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Greenways Public Improvement District (PID). The Greenways PID is generally located at the southwest corner of Hillside Road and Coulter Street. This ordinance is recommended for approval by a unanimous vote of the Greenways Public Improvement District Advisory Board.

Agenda Item Summary: An assessment against each parcel of property in the Greenways Public Improvement District (PID), determined by the placement of the lot within the neighborhood, must be approved on an annual basis. The Greenways PID Advisory Board met June 27, 2024 to review the proposed FY 2024/25 budget and service plan. The Greenways PID budget projects total maintenance, operation and debt service expenses for FY 2024/25 to be \$947,477. The Board recommends increasing property owner assessment rates to \$998 for type A lots, \$832 for type B lots, \$1,247 for type D lots, and \$2,495 per acre for commercial property. This will result in assessments totaling \$962,212. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Greenways PID. Attached is the Greenways Public Improvement District Fiscal Year 2024/25 budget, service plan, and associated ordinance and exhibit.

Requested Action: The PID annual budget and 5-year service plan discussed above have been reviewed and unanimously recommended for approval by the Greenways PID Advisory Board.

Funding Summary: Budget and 5-year service plan attached.

Purchasing Summary: N/A

Community Engagement Summary: Newspaper and property owner notices have been sent to property owners within the Greenways PID boundary regarding this item. At this time of writing, The Public Improvement District Coordinator has not received any comments regarding this request.

Staff Recommendation: Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

Attachments:

1. Ordinance No. 8157
2. Greenways_PID_Five_Year_Service_Plan - Per March 2024 Meeting

ORDINANCE NO. 8157

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE GREENWAYS PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2024-2025; ADOPTING A BUDGET FOR FISCAL YEAR 2024-2025 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Greenways Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, the City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property;

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Greenways Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., fences/walls, street lights) and non-manmade living improvements (i.e., plants) within the District;

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

SECTION 1: The tract of land described by the attached exhibit has been established as the above-named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan.

SECTION 3: The City of Amarillo will be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan, unless otherwise requested by the Board or its designee not to pay a proposed invoice.

SECTION 4: A Budget for the fiscal year of 2024-2025 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached Exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2024-2025 fiscal year is described on the attached Exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 24th day of September 2024; and PASSED on Second and Final Reading on this 30th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT

Greenways Public Improvement District Fiscal Year 2024-2025

- A. The boundaries of the Greenways Public Improvement District are as follows:
- A 671.30-acre tract of land being all of Section 39, Block 9, BS&F Survey, Randall County, Texas as indicated in deeds recorded in the real property records of Randall County.
- B. The total estimated costs for maintenance, operation, administrative fees, and debt service proposed for the Greenways Public Improvement District is \$947,477. Such cost will be apportioned over the development as follows:
- | | |
|------------------------------|-----------|
| Cost of Maintenance..... | \$646,596 |
| Administration Expense | \$85,206 |
| Debt Service..... | \$150,675 |
| Developer Reimbursement..... | \$35,000 |
| Total..... | \$947,477 |
- C. This year's assessment will total \$962,212. The method of assessment will be to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves as follows:
1. Residential Property: Residential property will consist of Class A, Class B, and Class D lots. At the time a plat is filed, Developer will designate the classification for each lot. Class A lots will generally be larger lots and may have additional amenities. Class B lots will be the majority of the lots and will generally be smaller lots. Class D lots are those located adjacent to Tuscany Village. Class B residential lots will be assessed equally on a per lot basis. Class A lots will be assessed equally on a per lot basis at 120% of the Class B lot assessment. Class D lots will be assessed equally on a per lot basis at 120% of the Class A lot assessment. The 2024-2025 Class A lot assessment will be \$998.00 per lot, the Class B lot assessment will be \$832.00 per lot, and the Class D lot assessment will be \$1,247.00 per lot.

2. Commercial Property: The 2024-2025 Commercial property assessment will be \$2,495.00 per acre.
- D. The method of payment of the assessment shall be as follows:
1. These assessments are due and payable October 1, 2024.
 2. These assessments become delinquent if not paid prior to February 1, 2025 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
 3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
 4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.
- E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2024-2025.

	Actual 2022/23				Approved 2023/24				Revised 23/24			
	NEW	ACREAGE TOTAL	NEW	ACREAGE TOTAL	NEW	ACREAGE TOTAL	NEW	ACREAGE TOTAL	NEW	ACREAGE TOTAL	NEW	ACREAGE TOTAL
BEGINNING FUND BALANCE		280,990		221,097		221,097		221,097		221,097		221,097
PROJECTED COSTS												
MAINTENANCE & OPERATION:												
PARK MAINTENANCE COST:		28.75	2.0%	20,205		28.75	2.0%	23,953		28.75	2.0%	27,506
Botanical & Agricultural	51450			12,413				18,360				12,615
Electricity	53150			4,817				3,018				3,307
Water & Sewer	53200			247,079				224,400				245,460
Miscellaneous (unassigned)	61600			9,681				20,400				7,273
Contract Labor	67600			157,834				178,949				157,834
Repair & Maintenance of Improvements	68300			27,730				35,000				60,183
Other Improvements	68312			41,180				95,000				90,231
Repair & Maintenance of Lighting	68318			-				-				0
Repair & Maintenance of Irrigation	68400			30,651				30,000				32,010
TOTAL MAINTENANCE		\$ 531,385		\$ 605,127		\$ 605,127		\$ 608,913		\$ 608,913		
ADMINISTRATION:												
Postage	61200			-				572				-
Advertising Public Notices	61300			1,314				1,260				1,394
Professional Collection Contract	62000			8,536				8,923				8,560
PID Management Fees	62015			10,183				20,200				12,700
City Administrative fee	77450			29,480				52,580				52,580
TOTAL ADMINISTRATION		\$ 49,513		\$ 83,535		\$ 83,535		\$ 75,234		\$ 75,234		
TOTAL MAINTENANCE & OPERATION		\$ 580,898		\$ 688,662		\$ 688,662		\$ 684,147		\$ 684,147		
CAPITAL PROJECTS												
Improvements - Parks (Developer Reimbursement)	83200			35,000				35,000				35,000
Improvements - Parks	83200			-				30,000				30,000
Unit 41 - PID Project	83200			-				-				-
TOTAL CAPITAL		\$ 35,000		\$ 65,000		\$ 65,000		\$ 65,000		\$ 65,000		
DEBT SERVICE PAYMENTS												
DEBT SERVICE REFUNDING (2020Ref 2/15/28 Maturity Date)		84,700						49,900				49,900
FOURTH ISSUE PAYMENT (2014 Cos, 08/15/34 Maturity Date)		50,950						38,550				38,550
FIFTH ISSUE PAYMENT (2021 Cos, 2/15/2041 Maturity Date)		60,925						59,725				59,725
Fiscal Agent Fees		-						2,500				2,500
Total Debt Service		196,575						150,675				150,675
TOTAL EXPENDITURES		\$ 812,473		\$ 904,337		\$ 899,822		\$ 899,822		\$ 899,822		
ASSESSMENTS												
RESIDENTIAL B		670	919	615,730	832	797,056	967	792	765,806	958	832	832
RESIDENTIAL A		804	68	54,672	998	67,864	68	950	64,622	68	998	998
RESIDENTIAL D		1,005	26	26,130	26	1,247	26	1,188	30,886	26	1,247	1,247
COMMERCIAL		2,010	18.47	37,125	2,495	64,870	18.47	2,376	43,881	26.00	2,495	2,495
TOTAL ASSESSMENTS	30311		733,657			962,212			905,195			
COLLECTION RATE			100%			100%			99%			
TOTAL COLLECTIONS		\$ 730,967		\$ 962,212		\$ 895,901		\$ 895,901		\$ 895,901		
INTEREST INCOME				19,877				19,485				19,485
MISCELLANEOUS INCOME				1,737				1,947				1,947
INCREASE (DECREASE) IN CASH			(59,893)			57,875		17,511				
ENDING FUND BALANCE		\$ 221,097		\$ 278,972		\$ 238,609		\$ 238,609		\$ 238,609		
Three Month Operating Reserve		145,225		172,166		171,037		171,037				
Surplus		75,873		106,806		67,572		67,572				

Approved 2024/25		238,609
BEGINNING FUND BALANCE		
PROJECTED COSTS		
MAINTENANCE & OPERATION:		
PARK MAINTENANCE COST:		
2.0%		
25,454		
Botanical & Agricultural	51450	18,727
Electricity	53150	3,109
Water & Sewer	53200	252,824
Miscellaneous (unassigned)	61600	20,808
Contract Labor	67600	182,528
Repair & Maintenance of Improvements	68300	35,700
Other Improvements	68312	96,900
Repair & Maintenance of Lighting	68318	0
Repair & Maintenance of Irrigation	68400	36,000
TOTAL MAINTENANCE		\$ 646,596
ADMINISTRATION:		
Postage	61200	584
Advertising Public Notices	61300	1,285
Professional Collection Contract	62000	9,101
PID Management Fees	62015	20,604
City Administrative fee	77450	53,632
TOTAL ADMINISTRATION		\$ 85,206
TOTAL MAINTENANCE & OPERATION		\$ 731,802
CAPITAL PROJECTS		
Improvements - Parks (Developer Reimbursement)	83200	35,000
Improvements - Parks	83200	30,000
Unit 41 - PID Project	83200	
TOTAL CAPITAL		\$ 65,000
DEBT SERVICE PAYMENTS		
DEBT SERVICE REFUNDING (2020Ref 2/15/28 Maturity Date)		38,550
FOURTH ISSUE PAYMENT (2014 Cos, 08/15/34 Maturity Date)		49,900
FIFTH ISSUE PAYMENT (2021 Cos, 2/15/2041 Maturity Date)		59,725
Fiscal Agent Fees		2,500
Total Debt Service		150,675
TOTAL EXPENDITURES		\$ 947,477
ASSESSMENTS		
RESIDENTIAL B		50%
RESIDENTIAL A		797,056
RESIDENTIAL D		67,864
COMMERCIAL		32,422
		64,870
TOTAL ASSESSMENTS	30311	962,212
COLLECTION RATE		100%
TOTAL COLLECTIONS		\$ 962,212
INTEREST INCOME		
MISCELLANEOUS INCOME		-
INCREASE (DECREASE) IN CASH		14,735
ENDING FUND BALANCE		\$ 253,344
Three Month Operating Reserve		182,950
Surplus		70,393

BEGINNING FUND BALANCE									
		253,344	299,637	371,910			ACREAGE TOTAL	ACREAGE TOTAL	ACREAGE TOTAL
PROJECTED COSTS									
MAINTENANCE & OPERATION:									
PARK MAINTENANCE COST:									
		28.75	28.75	28.75	5.0%	5.0%	27,569	28.75	28.75
					2.0%	2.0%			
51450	Botanical & Agricultural	19,102	19,484	19,874					
53150	Electricity	3,171	3,234	3,299					
53200	Water & Sewer	257,880	270,774	284,313					
61600	Miscellaneous (unassigned)	21,224	21,649	22,082					
67600	Contract Labor	186,178	189,902	193,700					
68300	Repair & Maintenance of Improvements	36,414	37,142	37,885					
68312	Other Improvements	98,838	100,815	102,831					
68318	Repair & Maintenance of Lighting	0	0	0					
68400	Repair & Maintenance of Irrigation	36,720	37,454	38,203					
TOTAL MAINTENANCE		\$ 659,528	\$ 680,455	\$ 702,187					
ADMINISTRATION:									
61200	Postage	595	607	619					
61300	Advertising Public Notices	1,311	1,337	1,364					
62000	Professional Collection Contract	9,283	9,469	9,658					
62015	PID Management Fees	21,016	21,436	21,865					
77450	City Administrative fee	54,704	55,798	56,914					
TOTAL ADMINISTRATION		\$ 86,910	\$ 88,648	\$ 90,421					
TOTAL MAINTENANCE & OPERATION		\$ 746,438	\$ 769,103	\$ 792,608					
CAPITAL PROJECTS									
83200	Improvements - Parks (Developer Reimbursement)	35,000	35,000	4,312					
83200	Improvements - Parks	30,000	30,000	30,000					
83200	Unit 41 - PID Project								
TOTAL CAPITAL		\$ 65,000	\$ 65,000	\$ 34,312					
DEBT SERVICE PAYMENTS									
DEBT SERVICE REFUNDING (2020Ref 2/15/28 Maturity Date)									
FOURTH ISSUE PAYMENT (2014 Cos, 08/15/34 Maturity Date)									
FIFTH ISSUE PAYMENT (2021 Cos, 2/15/2041 Maturity Date)									
Fiscal Agent Fees									
Total Debt Service		152,675	154,550	156,350					
TOTAL EXPENDITURES		\$ 964,113	\$ 988,653	\$ 983,270					
ASSESSMENTS									
		UNITS Yearly Increase	RATE	UNITS Yearly Increase	RATE	UNITS Yearly Increase	RATE	UNITS Yearly Increase	RATE
RESIDENTIAL B		958	874	958	917	958	963	958	963
RESIDENTIAL A		68	1,048	68	1,101	68	1,156	68	1,156
RESIDENTIAL D		26	1,310	26	1,376	26	1,445	26	1,445
COMMERCIAL		26.00	2,621	26.00	2,752	26.00	2,889	26.00	2,889
TOTAL ASSESSMENTS		1,010,406	1,060,926	1,113,972					
COLLECTION RATE		100%	100%	100%					
TOTAL COLLECTIONS		\$ 1,010,406	\$ 1,060,926	\$ 1,113,972					
INTEREST INCOME									
MISCELLANEOUS INCOME									
INCREASE (DECREASE) IN CASH			-	-					
ENDING FUND BALANCE		46,293	72,273	130,702					
Three Month Operating Reserve		\$ 299,637	\$ 371,910	\$ 502,612					
Surplus		186,609	192,276	198,152					
		113,028	179,634	304,460					

	Estimated 2027/28
BEGINNING FUND BALANCE	502,612
PROJECTED COSTS	
MAINTENANCE & OPERATION:	5.0%
PARK MAINTENANCE COST:	2.0%
	28,417
Botanical & Agricultural	51450
Electricity	53150
Water & Sewer	53200
Miscellaneous (unassigned)	53200
Contract Labor	61600
Repair & Maintenance of Improvements	67600
Other Improvements	68300
Repair & Maintenance of Lighting	68312
Repair & Maintenance of Irrigation	68318
Repair & Maintenance of Irrigation	68400
TOTAL MAINTENANCE	\$ 724,760
ADMINISTRATION:	
Postage	61200
Advertising Public Notices	632
Professional Collection Contract	61300
PID Management Fees	62000
City Administrative fee	62015
City Administrative fee	77450
TOTAL ADMINISTRATION	\$ 92,230
TOTAL MAINTENANCE & OPERATION	\$ 816,990
CAPITAL PROJECTS	
Improvements - Parks (Developer Reimbursement)	83200
Improvements - Parks	83200
Unit 41 - PID Project	83200
TOTAL CAPITAL	\$ 30,000
DEBT SERVICE PAYMENTS	
DEBT SERVICE REFUNDING (2020Ref 2/15/28 Maturity Date)	40,400
FOURTH ISSUE PAYMENT (2014 Cos, 08/15/34 Maturity Date)	50,550
FIFTH ISSUE PAYMENT (2021 Cos, 2/15/2041 Maturity Date)	59,550
Fiscal Agent Fees	2,500
Total Debt Service	153,000
TOTAL EXPENDITURES	\$ 999,990
ASSESSMENTS	
RESIDENTIAL B	922,692
RESIDENTIAL A	78,593
RESIDENTIAL D	37,563
COMMERCIAL	75,125
TOTAL ASSESSMENTS	30311
COLLECTION RATE	1,113,972
COLLECTION RATE	100%
TOTAL COLLECTIONS	\$ 1,113,972
INTEREST INCOME	-
MISCELLANEOUS INCOME	-
INCREASE (DECREASE) IN CASH	113,983
ENDING FUND BALANCE	\$ 616,595
Three Month Operating Reserve	204,247
Surplus	412,348



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Economic Development and Redevelopment
Department: Finance
Contact Person: Carrie Roberts, PIDs Coordinator

Agenda Caption: PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8158

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Heritage Hills Public Improvement District (PID). The Heritage Hills PID is generally located at the southwest corner of Soncy and Arden Roads. This ordinance is recommended for approval by a unanimous vote of the Heritage Hills Public Improvement District Advisory Board.

Agenda Item Summary: An assessment against each parcel of property in the Heritage Hills Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Heritage Hills PID Advisory Board met June 25, 2024 to review the proposed FY 2024/25 budget and service plan. The Heritage Hills PID budget projects total maintenance and operation expenses for FY 2024/25 to be \$315,444. The Board recommends maintaining property owner assessment rates of \$0.08 per square foot. This will result in assessments totaling \$459,287. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Heritage Hills PID. Attached is the Heritage Hills Public Improvement District Fiscal Year 2024/25 budget, service plan, and associated ordinance and exhibit.

Requested Action: The PID budget (and five-year service plan) discussed above have been reviewed and unanimously recommended for approval by the Heritage Hills PID Advisory Board.

Funding Summary: Budget and 5-year service plan attached.

Purchasing Summary: N/A

Community Engagement Summary: Newspaper and property owner notices have been sent to property owners within the Heritage Hills PID boundary regarding this item. At this time of writing, the Public Improvement District Coordinator has not received any comments regarding this request.

Staff Recommendation: Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

Attachments:

1. Ordinance No. 8158 Heritage Hills PID 2024-25
2. FY24 - Heritage_Hills_Five_Year_Service_Plan

ORDINANCE NO. 8158

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2024-2025; ADOPTING A BUDGET FOR FISCAL YEAR 2024-2025 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Heritage Hills Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, the City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property; and

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Heritage Hills Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., fences/walls, street lights) and non-manmade living improvements (i.e., plants) within the District;

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

SECTION 1: The tract of land described by the attached exhibit has been established as the above-named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan.

SECTION 3: The City of Amarillo will be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan, unless otherwise requested by the Board or its designee not to pay a proposed invoice.

SECTION 4: A Budget for the fiscal year of 2024-2025 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2024-2025 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 24th day of September 2024; and PASSED on Second and Final Reading on this 30th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT

Heritage Hills Public Improvement District Fiscal Year 2024-2025

- A. The boundaries of the Heritage Hills Public Improvement District are as follows:

Vicinity- north of Hollywood Road, east of Helium Road, south of Arden Road and west of Soncy Rd/Loop 335.

A 590.93 acre tract of land located in Section 65, Block 9, BS&F Survey, Randall County, Texas being a portion of a 662.34 acre tract whose warranty deed is recorded in Clerks' File Number 2008005957 of the Official Public Records of Randall County, Texas.

- B. The total estimated costs for maintenance, operation, and debt service payments proposed for the Heritage Hills Public Improvement District is \$315,444. Such cost will be apportioned over the development as follows:

Cost of Maintenance	\$174,600
Debt Service Obligation.....	\$93,300
Administration Expense.....	\$47,544
Total	\$315,444

- C. This year's assessment will total \$459,287. The method of assessment will be to divide the total maintenance, operational, administrative and debt service costs, as well as, maintenance reserves as follows:

1. Residential Property: Residential property will be assessed an amount equal to \$0.08 multiplied by the total square footage of the lot.
2. Commercial Property: Commercial property will be assessed an amount equal to \$0.08 multiplied by the total square footage of the lot.

- D. The method of payment of the assessment shall be as follows:

1. These assessments are due and payable October 1, 2024.
2. These assessments become delinquent if not paid prior to February 1, 2025 and will accrue interest, penalties and attorney's fees in the same manner as

delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.

3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
 4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.
- E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2024-2025.

HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT (7110)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 202223 AND ESTIMATED 202324 TO 202728
REVISED 11-30-24

Approved 06/25/24

	Actual 202223	Budget 202324	Revised 202324	Entered On: 25-24		Estimated 202526	Estimated 202627	Estimated 202728	Estimated 202829
				Approved 202425	Approved 202425				
BEGINNING FUND BALANCE	\$ 349,974	\$ 950,766	\$ 950,766	\$ 967,649	\$ 967,649	\$ 1,117,792	\$ 1,322,458	\$ 1,598,140	\$ 1,711,225
PROJECTED COSTS									
INFLATION									
NEW									
140,336	140,336	140,336	140,336	140,336	140,336	172,336	172,336	172,336	172,336
Maintenance & Operation:									
Park Maintenance Cost:									
Electricity	63,169	32,000	2,997,415	1,289,902	1,289,902	1,098,111	1,254,619	1,137,021	1,269,900
Water	63,169	32,000	39,633	50,000	50,000	7,897	7,897	8,926	9,226
Contract/Temporary Labor	67,600	76,342	66,666	76,400	76,400	40,422	51,000	41,231	52,020
B&A - General (flowerbeds)	51,452	5,000	5,000	5,000	5,000	76,342	77,928	79,487	81,076
Water & Sewer	63,169	32,000	39,633	50,000	50,000	7,897	7,897	8,926	9,226
Repair & Maintenance	63,169	32,000	39,633	50,000	50,000	76,342	77,928	79,487	81,076
Repair & Maintenance of Improvements	63,169	32,000	39,633	50,000	50,000	76,342	77,928	79,487	81,076
Repair & Maintenance of Irrigation	63,169	32,000	39,633	50,000	50,000	76,342	77,928	79,487	81,076
Improvements - Parks	63,169	32,000	39,633	50,000	50,000	76,342	77,928	79,487	81,076
TOTAL MAINTENANCE	\$ 1,052,654	\$ 1,177,792	\$ 983,525	\$ 1,174,000	\$ 1,174,000	\$ 1,442,346	\$ 1,682,228	\$ 1,947,181	\$ 2,223,331
ADMINISTRATION									
Postage	61,200	240	1,192	240	240	1,192	240	1,192	240
Telephone	61,200	1,192	1,192	1,192	1,192	1,192	1,192	1,192	1,192
Professional - Collection Contract	63,000	5,710	6,592	6,592	6,592	6,592	6,592	6,592	6,592
PID Management Fees (Private)	77,450	20,000	9,594	20,000	20,000	20,000	21,224	21,649	22,082
City Admin Fee	2,344	3,759	9,759	18,161	18,161	18,161	18,161	18,161	18,161
TOTAL ADMIN	\$ 2,460,774	\$ 31,814	\$ 68,637	\$ 47,944	\$ 47,944	\$ 48,699	\$ 48,699	\$ 48,699	\$ 48,699
TOTAL MAINTENANCE & OPERATION	\$ 1,186,239	\$ 131,670	\$ 420,651	\$ 222,144	\$ 222,144	\$ 188,244	\$ 216,228	\$ 195,960	\$ 223,331
Debt Service	92,150	90,803	90,803	93,300	93,300	91,300	89,300	92,175	89,925
TOTAL DEBT SERVICE	\$ -	\$ 90,803	\$ 90,803	\$ 93,300	\$ 93,300	\$ 91,300	\$ 89,300	\$ 92,175	\$ 89,925
TOTAL EXPENDITURES	\$ -	\$ 99,803	\$ 90,803	\$ 315,444	\$ 315,444	\$ 280,544	\$ 305,528	\$ 288,125	\$ 313,256
Bond Proceeds	\$ 1,250,000								
RESIDENTIAL	488,025	380,000	393,061	424,584	424,584	456,907	456,907	456,907	456,907
COMMERCIAL	428,789	34,303	34,303	34,303	34,303	428,789	428,789	428,789	428,789
MULTIFAMILY	428,789	34,303	34,303	34,303	34,303	428,789	428,789	428,789	428,789
CHURCH	428,789	34,303	34,303	34,303	34,303	428,789	428,789	428,789	428,789
COLLECTION RATE	100.00%	100.00%	112.10%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	30,311	\$ 427,384	\$ 479,077	\$ 469,887	\$ 469,887	\$ 491,210	\$ 491,210	\$ 491,210	\$ 491,210
INTEREST INCOME	0.00%								
Increase/Decrease in Cash	58,226		49,560						
ENDING FUND BALANCE	\$ 960,766	\$ 1,186,460	\$ 967,949	\$ 1,111,792	\$ 1,111,792	\$ 1,322,458	\$ 1,568,140	\$ 1,711,225	\$ 1,868,179
THREE MONTH OPERATING RESERVE	296,835	47,918	129,109	55,536	55,536	47,918	47,918	47,918	47,918
SURPLUS	694,131	1,138,542	1,097,650	1,056,256	1,056,256	1,274,540	1,520,222	1,663,307	1,820,261

Debt Service Balances	9/30/2022	9/30/2023	2023/24	9/30/2024	2024/25	9/30/2025	2025/26	9/30/2026	2026/27	9/30/2027	2027/28	9/30/2028	2028/29
2023 Issue (2023) \$ 1,186,000	Balance	Balance	Payments	Balance	Payments	Balance	Payments	Balance	Payments	Balance	Payments	Balance	Payments
Interest	1,186,000	1,186,000	10,000	1,155,000	78,803	1,155,000	40,000	1,115,000	49,300	1,075,000	47,300	1,035,000	45,175
Fiscal Agent			2,000	2,000	2,000	2,000	2,000	2,000	2,500	2,500	2,500	2,500	2,500
Total Debt Service		90,803	90,803	93,300	93,300	89,300	89,300	87,300	87,300	89,925	89,925	90,175	90,175



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Economic Development and Redevelopment
Department: Finance
Contact Person: Carrie Roberts, PIDs Coordinator

Agenda Caption: PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8159

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Pinnacle Public Improvement District (PID). The Pinnacle PID is generally located at the northeast corner of Bell Street and West Sundown Lane. This ordinance is recommended for approval by a unanimous vote of the Pinnacle Public Improvement District Advisory Board.

Agenda Item Summary: An assessment against each parcel of property in the Pinnacle Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Pinnacle PID Advisory Board met July 10, 2024 to review the proposed FY 2024/25 budget and service plan. The Pinnacle PID budget projects total maintenance and operation expenses for FY 2024/25 to be \$ 98,726. The Board recommends keeping the assessment rates to \$0.10 per square foot. This will result in assessments totaling \$122,594. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Pinnacle PID. Attached is the Pinnacle Public Improvement District Fiscal Year 2024/25 budget, service plan, and associated ordinance and exhibit.

Requested Action: The PID budget (and five-year service plan) discussed above have been reviewed and unanimously recommended for approval by the Pinnacle PID Advisory Board.

Funding Summary: Budget and five-year service plan attached.

Purchasing Summary: N/A

Community Engagement Summary: Newspaper and property owner notices have been sent to property owners within the Pinnacle PID boundary regarding this item. At this time of writing, the Public Improvements Coordinator has not received any comments regarding this request.

Staff Recommendation: Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

Attachments:

1. Ordinance No. 8159
2. FY24 - Pinnacle_Five_Year_Service_Plan

ORDINANCE NO. 8159

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE PINNACLE PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2024-2025; ADOPTING A BUDGET FOR FISCAL YEAR 2024-2025 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Pinnacle Hills Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, the City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property;

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Pinnacle Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., fences/walls, street lights) and non-manmade living improvements (i.e., plants) within the District;

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

SECTION 1: The tract of land described by the attached exhibit has been established as the above-named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan.

SECTION 3: The City of Amarillo will continue to be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan, unless otherwise requested by the Board or its designee not to pay a proposed invoice.

SECTION 4: A Budget for the fiscal year of 2024-2025 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2024-2025 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

DRAFT

SECTION 14: This Ordinance shall not be codified but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 24th day of September 2024; and PASSED on Second and Final Reading on this 30th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT

Pinnacle Public Improvement District

Fiscal Year 2024-2025

- A. The boundaries of the Pinnacle Public Improvement District are as follows:

Vicinity- South of Hollywood Road/Loop 335, west of Western Street, north of Sundown Land, and east of Bell Street.

Being a 510.66 acre tract of land located in Section 3, Block 9, BS&F Survey, Randall County, Texas.

- B. The total estimated costs for maintenance, operation, and administration expenses proposed for the Pinnacle Public Improvement District is \$98,726. Such cost will be apportioned over the development as follows:

Cost of Maintenance	\$91,633
Administration Expense.....	\$7,093
Total	\$98,726

- C. This year's assessment will total \$ 122,594. The method of assessment will be to divide the total maintenance, operational, and administrative costs, as well as maintenance reserves as follows:

1. Residential Property: Residential property will be assessed an amount equal to \$0.10 multiplied by the total square footage of the lot.
2. Commercial Property: Commercial property will be assessed an amount equal to \$0.10 multiplied by the total square footage of the lot for the first 43,560 square feet. Any portion of the lot that exceeds 43,560 will be assessed at a rate that is equal to 20% of the rate for Residential Property.

- D. The method of payment of the assessment shall be as follows:

1. These assessments are due and payable October 1, 2024.
2. These assessments become delinquent if not paid prior to February 1, 2025 and will accrue interest, penalties and attorney's fees in the same manner as

delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.

3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
 4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.
- E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2024-2025.

PINNACLE PUBLIC IMPROVEMENT DISTRICT (27050)
FIVE YEAR IMPROVEMENT PLAN
FIVE YEAR ACTUAL 2022/23 AND ESTIMATED 2022/26 TO 2028/29
REVISED 21-04-24

	Actual 2022/23	Budget 2023/24	Revised 2023/24	Approved 7/10/2024 2024/25	Estimated 2025/26	Estimated 2026/27	Estimated 2027/28	Estimated 2028/29
BEGINNING FUND BALANCE	157,493	269,785	269,785	315,820	339,688	361,592	384,461	342,800
	2.00%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
PROJECTED COSTS								
MAINTENANCE & OPERATION:								
PAIRK MAINTENANCE COST:								
Electricity	-	-	-	-	338,412	338,412	338,412	-
Water & Sewer	-	0.9710	70,362	1,2599	260,050	338,412	0.3096	0.3158
53150	-	2,287	399	\$ 2,256	\$ 2,403	\$ 2,451	\$ 2,500	\$ 2,550
53200	24,681	6,448	20,182	\$ 10,697	\$ 10,897	\$ 10,911	\$ 11,129	\$ 11,352
53250	866	20,250	20,182	\$ 7,500	\$ 7,650	\$ 7,693	\$ 7,959	\$ 8,118
62015	-	2,100	46,275	\$ 42,290	\$ 43,136	\$ 43,999	\$ 44,878	\$ 45,776
67600	-	2,756	-	\$ 3,000	\$ 3,270	\$ 3,464	\$ 3,714	\$ 3,989
51454	-	34,477	10,573	\$ 5,000	\$ 5,100	\$ 5,202	\$ 5,306	\$ 5,412
68300	-	2,625	744	\$ 2,500	\$ 2,550	\$ 2,601	\$ 2,653	\$ 2,706
68312	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -
83200	-	-	68,339	\$ 91,033	\$ 93,466	\$ 95,335	\$ 97,242	\$ 99,187
TOTAL MAINTENANCE	25,667	70,343	93,339	98,726	100,701	102,715	104,789	106,854
ADMINISTRATION								
Postage	-	102	-	\$ 104	\$ 108	\$ 108	\$ 110	\$ 113
61200	116	357	280	\$ 364	\$ 371	\$ 379	\$ 386	\$ 394
61300	786	1,114	855	\$ 1,050	\$ 1,063	\$ 1,076	\$ 1,089	\$ 1,102
77490	1,736	3,838	4,950	\$ 5,768	\$ 5,873	\$ 5,981	\$ 6,110	\$ 6,233
TOTAL ADMINISTRATION	1,796	5,147	5,935	7,093	7,235	7,380	7,527	7,678
TOTAL MAINTENANCE & OPERATION	27,463	75,490	99,274	105,819	107,936	110,095	112,316	114,532
Bond Proceeds	-	-	-	-	-	-	-	-
Debt Service Payments	-	-	-	-	-	-	-	-
Debt Service Proposed Issues	-	-	-	-	-	-	-	-
Fiscal Agent Fees	-	-	-	-	-	-	-	-
Total Debt Service	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	27,463	75,490	99,274	105,819	107,936	110,095	112,316	114,532
ASSESSMENTS								
RESIDENTIAL	1,213,540	1,225,942	1,225,942	1,225,942	1,225,942	1,225,942	1,225,942	1,225,942
CDSD PROPERTY (EXEMPTED)	-	-	-	-	-	-	-	-
OTHER PROPERTY (+/-3,500 SQ FT)	-	-	-	-	-	-	-	-
COLLECTION RATE	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	1,213,540	1,225,942	1,225,942	1,225,942	1,225,942	1,225,942	1,225,942	1,225,942
INTEREST INCOME	8,326	-	15,724	-	-	-	-	-
Interest on Investments	17	-	179	-	-	-	-	-
Profit Yr Collection - Randall Co	-	-	-	-	-	-	-	-
Increase/Decrease in Cash	102,294	46,504	46,035	23,668	21,893	19,679	(38,861)	111,095
ENDING FUND BALANCE	259,785	315,289	315,820	339,688	361,592	384,461	407,350	430,245
THREE MONTH OPERATING RESERVE	6,851	19,023	23,326	24,682	25,175	25,679	26,184	26,689
SURPLUS	262,934	297,267	292,495	315,007	336,408	358,782	381,166	403,556



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Economic Development and Redevelopment
Department: Finance
Contact Person: Carrie Roberts, PIDs Coordinator

Agenda Caption: PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8160

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Point West Public Improvement District (PID). The Point West PID is generally located at the northwest corner of Amarillo Boulevard West and Research Street. This ordinance is recommended for approval by a unanimous vote of the Point West Public Improvement District Advisory Board.

Agenda Item Summary: An assessment against each parcel of property in the Point West Public Improvement District (PID), which is allocated based on the percentage of total square footage owned within the PID, must be approved on an annual basis. The Point West PID Advisory Board met on July 16, 2024 to review the proposed FY 2024/25 budget and service plan. The Point West PID budget projects total maintenance and operation expenses for FY 2024/25 to be \$71,619. The Board believes that last year's assessment rate is adequate and recommends no assessment increase for the 2024/25 budget and service plan. As mentioned above, the current assessment level remains adequate for all expenses and operating reserve and totals \$52,000.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Point West PID. Attached is the Point West Public Improvement District Fiscal Year 2024/25 budget, service plan, and associated ordinance and exhibit.

Requested Action: The PID budget (and five-year service plan) discussed above have been reviewed and unanimously recommended for approval by the Point West PID Advisory Board.

Funding Summary: Budget and five-year service plan attached.

Purchasing Summary: N/A

Community Engagement Summary: Newspaper and property owner notices have been sent to property owners within the Point West PID boundary regarding this item. At this time of writing, the Public Improvement District Coordinator has not received any comments regarding this request.

Staff Recommendation: Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

Attachments:

1. Ordinance No. 8160
2. FY24 - Point_West_PID_Five_Year_Service_Plan

ORDINANCE NO. 8160

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE POINT WEST PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2024-2025; ADOPTING A BUDGET FOR FISCAL YEAR 2024-2025 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Point West Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, the City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property;

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Point West Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., signs), and non-manmade living improvements (i.e., plants) within the District;

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

SECTION 1: The tract of land described by the attached exhibit has been established as the above-named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan.

SECTION 3: The City of Amarillo will continue to be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan, unless otherwise requested by the Board or its designee.

SECTION 4: A Budget for the fiscal year of 2024-2025 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2024-2025 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 24th day of September 2024; and PASSED on Second and Final Reading on this 30th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT

Point West Public Improvement District

Fiscal Year 2024-2025

- A. The boundaries of the Point West Public Improvement District are as follows:

A 165.66-acre tract, a 4.20-acre tract, and a 1.81-acre tract of land,
all being situated in Section 43, Block 9, BS&F Survey, Potter
County, Texas.

- B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Point West Public Improvement District is \$71,619. Such cost will be apportioned over the development as follows:

Cost of Maintenance and Operation.....	\$ 65,168
Administration Expense	\$ 6,451
Total.....	\$ 71,619

- C. This year's assessment will total \$52,000. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as maintenance reserves based on percentage of total square footage of property owned within the PID boundary.

- D. The method of payment of the assessment shall be as follows:

1. These assessments are due and payable October 1, 2024.
2. These assessments become delinquent if not paid prior to February 1, 2025 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

- E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2024-2025.

DRAFT

POINT WEST PUBLIC IMPROVEMENT DISTRICT (27510)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2020/21 AND ESTIMATED 2021/22 TO 2026/27
POINT WEST PUBLIC IMPROVEMENT DISTRICT (27510)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2022/23 AND ESTIMATED 2023/24 TO 2028/29
REVISED 11-Sep-24

Approved 7/16/2024

	Actual 2022/23	Budget 2023/24	Revised 2023/24	Approved 7/16/2024 Proposed 2024/25	Estimated 2025/26	Estimated 2026/27	Estimated 2027/28	Estimated 2028/29
BEGINNING FUND BALANCE	295,156	320,685	320,685	310,342	286,239	260,613	233,435	204,674
PROJECTED COSTS	Inflation		2%					
MAINTENANCE & OPERATION:								
PARK MAINTENANCE COST								
Botany & Agriculture	51450	-	-	-	-	-	-	-
Electricity	53150	2,040	1,310	2,101	2,143	2,186	2,230	2,274
Water & Sewer	53200	12,485	8,453	12,860	13,117	13,379	13,647	13,920
Contract/Temporary Labor	67600	12,240	14,982	12,485	12,734	12,989	13,249	13,514
Repair & Maintenance of Improvements	68300	2,164	45,822	2,207	2,251	2,296	2,342	2,389
Other Improvements	68312	40,000	-	40,000	40,800	41,616	42,448	43,297
R & M - Irrigation	68400	-	-	-	-	-	-	-
TOTAL MAINTENANCE	36,541	68,929	70,567	69,653	71,046	72,467	73,916	75,394
ADMINISTRATION								
Postage	61200	17	-	17	18	18	18	19
Advertising - Public Notices	61300	412	308	420	429	437	446	455
City Admin Fee	77450	5,084	5,084	6,013	6,133	6,256	6,381	6,509
Professional Collection Contract	62000	-	232	-	-	-	-	-
TOTAL ADMIN	232	-	232	6,451	-	-	-	-
TOTAL MAINTENANCE & OPERATION	38,320	74,442	76,191	76,103	77,625	79,178	80,762	82,377
ASSESSMENTS								
Interest Income	52,922	52,000	0.00%	52,000	52,000	52,000	52,000	52,000
	10,927	-	15,638	-	-	-	-	-
COLLECTION RATE	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	52,922	52,000	50,210	52,000	52,000	52,000	52,000	52,000
ENDING FUND BALANCE	320,685	298,243	310,342	286,239	260,613	233,435	204,674	174,297
Three Month Operating Reserve	9,580	18,611	19,048	19,026	19,406	19,794	20,190	20,594
Surplus	311,105	279,633	291,295	287,213	241,207	213,641	184,484	153,703



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Economic Development and Redevelopment
Department: Finance
Contact Person: Carrie Roberts, PIDs Coordinator

Agenda Caption: PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8161

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Quail Creek Public Improvement District (PID). The Quail Creek PID is generally located at the intersection of Clear Meadow Circle and Plum Creek Drive. This ordinance is recommended for approval by a unanimous vote of the Quail Creek Public Improvement District Advisory Board.

Agenda Item Summary: An assessment against each parcel of property in the Quail Creek Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Quail Creek PID Advisory Board met July 16, 2024 to review the proposed FY 2024/25 budget and service plan. The Quail Creek PID budget projects total maintenance and operation expenses for FY 2024/25 to be \$13,111. The Board recommends increasing property owner assessment rates to \$400 per lot. This will result in assessments totaling \$11,600. This decision was made in order to continue to cover all operating costs along with the assistance of available surplus reserve funds.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Quail Creek PID. Attached is the Quail Creek Public Improvement District Fiscal Year 2024/25 budget, service plan, and associated ordinance and exhibit.

Requested Action: The PID budget (and five-year service plan) discussed above have been reviewed and unanimously recommended for approval by the Quail Creek PID Advisory Board.

Funding Summary: Budget and five-year service plan attached.

Purchasing Summary: N/A

Community Engagement Summary: Newspaper and property owner notices have been sent to property owners within the Quail Creek PID boundary regarding this item. At this time of writing, the Public Improvement Coordinator has not received any comments regarding this request.

Staff Recommendation: Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

Attachments:

1. Ordinance No. 8161
2. FY24 - Quail_Creek_Five_Year_Service_Plan

ORDINANCE NO. 8161

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE QUAIL CREEK PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2024-2025; ADOPTING A BUDGET FOR FISCAL YEAR 2024-2025 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Quail Creek Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, the City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property; and

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Quail Creek Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., common area sidewalks, brick dumpster enclosures, street lights) and non-manmade, living improvements (i.e., plants) within the District;

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

SECTION 1: The tract of land described by the attached exhibit has been established as the above-named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan.

SECTION 3: The City of Amarillo will be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan, unless otherwise requested by the Board or its designee.

SECTION 4: A Budget for the fiscal year of 2024-2025 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2024-2025 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 24th day of September 2024; and PASSED on Second and Final Reading on this 30th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT A

Quail Creek Public Improvement District Fiscal Year 2024-2025

- A. The boundaries of the Quail Creek Public Improvement District are as follows:

All that portion of property containing a total area of 20,072 square feet and designated as Common Area 1, Common Area 2, and Common Area 3 as shown on the subdivision plat Quail Creek Addition, Unit No. 25, an addition to the City of Amarillo and being located in Section 25, Block 9, B.S. & F. Survey, Potter County, Texas, as described in the instrument of record in Volume 3695, Page 43 of the Official Public Records of Potter County, Texas.

- B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Quail Creek Public Improvement District is \$13,111. Such cost will be apportioned over the development as follows:

Cost of Maintenance and Operation	\$9,788
Administration Expense.....	\$3,323
Total	\$13,111

- C. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves equally among the 29 platted lots. This year's assessment will total \$11,600 (\$400 per lot).

- D. The method of payment of the assessment shall be as follows:

1. These assessments are due and payable October 1, 2024.
2. These assessments become delinquent if not paid prior to February 1, 2025 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.

4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.
- E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2024-2025.

DRAFT

QUAIL CREEK PUBLIC IMPROVEMENT DISTRICT (27610)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2022/23 AND ESTIMATED 2025/26 TO 2028/29
REVISED 11-Sep-24

		Actual 2022/23	Budget 2023/24	Revised 2023/24	Approved 2024/25
BEGINNING FUND BALANCE		12,764	11,977	11,977	11,416
PROJECTED COSTS					
MAINTENANCE & OPERATION:					
PARK MAINTENANCE COST	2.00%				
Electricity	53150	307	255	227	263
Water & Sewer	53200	3,566	5,437	3,869	3,985
Contract/Temporary Labor	67600	3,612	3,366	3,366	4,500
Repair & Maintenance of Improvements	68300	1,243	1,020	1,020	1,040
Repair & Maintenance - Irrigation	68400	502	-	-	-
83200 Improvements	83200	-	-	-	-
TOTAL MAINTENANCE		9,230	10,078	8,482	9,788
ADMINISTRATION					
Postage	61200	-	20	-	21
Advertising - Public Notices	61300	555	1,100	555	1,122
City Admin Fee	77450	944	963	4,522	2,180
Loss on Bad Debt	78230	-	-	-	-
Professional Collection Contract	62000	240	-	240	-
TOTAL ADMIN					3,323
TOTAL MAINTENANCE & OPERATION		10,969	12,161	13,799	13,111
ASSESSMENTS	LOTS 29				
					\$ 400
COLLECTION RATE		10,182	11,600	11,600	\$ 400
		100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	30310	10,182	11,600	11,600	11,600
INTEREST INCOME	0.00%	-	-	-	-
ENDING FUND BALANCE		11,977	11,416	9,778	9,905
THREE MONTH OPERATING RESERVE		2,742	521	3,450	3,278
SURPLUS		9,235	10,895	6,328	6,627



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Economic Development and Redevelopment
Department: Finance
Contact Person: Carrie Roberts, PIDs Coordinator

Agenda Caption: PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8162

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Town Square Public Improvement District (PID). The Town Square PID is generally located in the northeast corner of Helium and Hillside Roads. This ordinance is recommended for approval by a unanimous vote of the Town Square Public Improvement District Advisory Board.

Agenda Item Summary: An assessment against each parcel of property in the Town Square Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Town Square PID Advisory Board met June 20, 2024 to review the proposed FY 2024/25 budget and service plan. The Town Square PID budget projects total maintenance and operation expenses for FY 2024/25 to be \$390,441, which includes a \$200,000 developer reimbursement. The Board recommends property owner assessment rates remain at \$0.1111 per square foot. This will result in assessments totaling \$195,693. This decision was made in order to cover all operating costs along with the assistance of available surplus reserve funds.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Town Square PID. Attached is the Town Square Public Improvement District Fiscal Year 2024/25 budget, service plan, and associated ordinance and exhibit.

Requested Action: The PID budget (and 5-year service plan) discussed above have been reviewed and unanimously recommended for approval by the Town Square PID Advisory Board.

Funding Summary: Budget and 5-year service plan attached.

Purchasing Summary: N/A

Community Engagement Summary: Newspaper and property owner notices have been sent to property owners within the Town Square PID boundary regarding this item. At this time of writing, the Public Improvement District Coordinator has not received any negative comments regarding this request.

Staff Recommendation: Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

Attachments:

1. Ordinance No. 8162
2. FY24 - Town_Square_Five_Year_Service_Plan

ORDINANCE NO. 8162

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE TOWN SQUARE PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2024-2025; ADOPTING A BUDGET FOR FISCAL YEAR 2024-2025 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Town Square Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, the City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property; and

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Town Square Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., fences/walls, street lights) and non-manmade living improvements (i.e., plants) within the District;

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

SECTION 1: The tract of land described by the attached exhibit has been established as the above-named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan.

SECTION 3: The City of Amarillo will be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan, unless otherwise requested by the Board or its designee not to pay a proposed invoice.

SECTION 4: A Budget for the fiscal year of 2024-2025 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2024-2025 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 24th day of September 2024; and PASSED on Second and Final Reading on this 30th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT

Town Square Public Improvement District

Fiscal Year 2024-2025

- A. The boundaries of the Town Square Public Improvement District are as follows:
- A 409.29 acre tract and a 19.38 acre tract of land being situated in
Section 63, Block 9, BS&F Survey, Randall County, Texas.
- B. The total estimated costs for maintenance, operation, and debt service payments proposed for the Town Square Public Improvement District is \$390,441. Such cost will be apportioned over the development as follows:
- | | |
|------------------------------|------------|
| Cost of Maintenance | \$ 186,815 |
| Administration Expense..... | \$ 3,626 |
| Developer Reimbursement..... | \$ 200,000 |
| Total | \$ 390,441 |
- C. This year's assessment will total \$ 195,693. The method of assessment will be to divide the total maintenance, operational, administrative and debt service costs, as well as, maintenance reserves as follows:
1. Residential Property: Residential property will be assessed an amount equal to \$0.1111 multiplied by the total square footage of the lot.
 2. Commercial Property: Commercial property will be assessed an amount equal to \$0.1111 multiplied by the total square footage of the lot.
- D. The method of payment of the assessment shall be as follows:
1. These assessments are due and payable October 1, 2024.
 2. These assessments become delinquent if not paid prior to February 1, 2025 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
 3. These assessments are subject to suit immediately upon becoming delinquent as defined above.

4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.
- E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2024-2025.

DRAFT

TOWN SQUARE PUBLIC IMPROVEMENT DISTRICT (27900)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2022/23 AND ESTIMATED 2023/24 TO 2028/29
REVISED 20-Sep-24

	Actual 2022/23	Budget 2023/24		Revised 2023/2024		Approved 2024/2025
BEGINNING FUND BALANCE	899,048	1,089,652		1,089,652		1,280,645
		0.02		2.00%		2.00%
PROJECTED COSTS						
		NEW	SQ.FT TOTAL	NEW	SQ.FT TOTAL	NEW TOTAL
MAINTENANCE & OPERATION:						
PARK MAINTENANCE COST:	0.0024	143,040	326,717	0.5886	143,040	326,717
		143,040			52,762	379,479
Electricity	-	10,537		-		10,853
Water & Sewer	-	96,937		-		96,937
Contract/Temporary Labor	-	46,361		-		46,361
Repair & Maint of Improvements	-	32,664		-		32,664
Other Improvements	-	-		-		-
Improvements	-	-		-		-
TOTAL MAINTENANCE	-	186,499		-		186,815
ADMINISTRATION						
Postage		74		-		74
Advertising - Public Notices	88	731		254		731
Collection Contract	536	1,096		560		1,096
City Admin Fee	164	3,910		3,910		1,725
TOTAL ADMIN						3,626
TOTAL MAINTENANCE & OPERATION	788	192,310		4,724		190,441
Developer Reimbursement		200,000		-		200,000
TOTAL EXPENDITURES						390,441
ASSESSMENTS						
		UNTS	RATE	UNTS	RATE	UNTS
RESIDENTIAL	57,417	516,803	0.1111	57,417	516,588	0.1111
COMMERCIAL	108,748	978,827	0.1111	108,748	1,244,822	0.1111
MULTIFAMILY	-	-	-	-	-	-
CHURCH	-	-	0.1111	-	-	0.1111
COLLECTION RATE	115.18%			99.93%		99.93%
TOTAL COLLECTIONS	191,392	166,050		195,717		195,693
P&I Randall County Assessor	2,595	-		597		
Interest Income	36,831	-		50,000		
INTEREST INCOME	-	-		-		-
0.00%						
Increase/Decrease in Cash	230,030	(26,260)		241,590		(194,748)
ENDING FUND BALANCE	1,089,652	279,650		1,280,645		1,085,897
THREE MONTH OPERATING RESERVE	197	48,078		1,181		47,610
SURPLUS	1,089,455	231,573		1,279,464		1,038,286

Estimated 2025/26			Estimated 2026/27			Estimated 2027/28			Estimated 2028/29		
NEW	SQ FT	1,085,897	NEW	SQ FT	1,057,811	NEW	SQ FT	1,055,234	NEW	SQ FT	1,048,694
	TOTAL	2.00%		TOTAL	2.00%		TOTAL	2.00%			
-	379,479	0.5119	-	379,479	0.5221	-	379,479	0.5326	-	379,479	0.5432
		11,070			11,291			11,517			11,748
		98,876			100,853			102,870			104,928
		47,288			48,234			49,199			50,183
		33,317			33,984			34,663			35,357
		-			-			-			-
		-			-			-			-
		190,551			194,362			198,250			202,215
		75			77			79			80
		746			761			776			791
		1,118			1,140			1,163			1,186
		1,760			1,795			1,831			1,867
		3,699			3,772			3,848			3,925
		194,250			198,135			202,098			206,139
		194,250			198,135			202,098			206,139
UNITS	RATE	57,393	UNITS	RATE	57,393	UNITS	RATE	57,393	UNITS	RATE	57,393
516,588	0.1111	516,588	516,588	0.1111	516,588	516,588	0.1111	516,588	516,588	0.1111	516,588
1,244,822	0.1111	138,300	1,244,822	0.1111	138,300	1,244,822	0.1111	138,300	1,244,822	0.1111	138,300
-	-	-	-	-	-	-	-	-	-	-	-
-	0.1111	-	-	0.1111	-	-	0.1111	-	-	0.1111	-
		99.93%			99.93%			99.93%			99.93%
		166,164			195,558			195,558			195,558
		-			-			-			-
		(28,086)			(2,577)			(6,540)			(10,582)
		1,057,811			1,055,234			1,048,694			1,038,112
		48,562			49,534			50,524			51,535
		1,009,248			1,005,700			998,170			986,578



Agenda Transmittal Memo

Date: September 24, 2024

Council Priority: Economic Development and Redevelopment

Department: Finance

Contact Person: Carrie Roberts, PIDs Coordinator

Agenda Caption: PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8163

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Tutbury Public Improvement District (PID). The Tutbury PID is generally located at the intersection of Tutbury Court and Van Winkle Drive. This ordinance is recommended for approval by a unanimous vote of the Tutbury Public Improvement District Advisory Board.

Agenda Item Summary: An assessment against each parcel of property in the Tutbury Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Tutbury PID Advisory Board met July 10, 2024 to review the proposed FY 2024/25 budget and service plan. The Tutbury PID budget projects total maintenance and operation expenses for FY 2024/25 to be \$26,876. The Board recommends increasing property owner assessment rates to \$1,200 per lot. This will result in assessments totaling \$28,800. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Tutbury PID. Attached are the Tutbury Public Improvement District Fiscal Year 2024/25 budget, service plan, and associated ordinance and exhibit.

Requested Action: The PID budget and five-year service plan discussed above have been reviewed and unanimously recommended for approval by the Tutbury PID Advisory Board.

Funding Summary: Budget and five-year service plan attached.

Purchasing Summary: N/A

Community Engagement Summary: Newspaper and property owner notices have been sent to property owners within the Tutbury PID boundary regarding this item. At this time of writing, the Public Improvement District Coordinator has not received any comments regarding this request.

Staff Recommendation: Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

Attachments:

1. Ordinance No. 8163
2. FY24 - Tutbury_Five_Year_Service_Plan (1)

ORDINANCE NO. 8163

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE TUTBURY PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2024-2025; ADOPTING A BUDGET FOR FISCAL YEAR 2024-2025 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Tutbury Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, The City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property;

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Tutbury Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., fences/walls, street lights) and non-manmade living improvements (i.e., plants) within the District.

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

SECTION 1: The tract of land described by the attached exhibit has been established as the above-named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan.

SECTION 3: The City of Amarillo will be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan, unless otherwise requested by the Board or its designee.

SECTION 4: A Budget for the fiscal year of 2024-2025 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2024-2025 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

DRAFT

SECTION 14: This Ordinance shall not be codified but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 24th day of September 2024; and PASSED on Second and Final Reading on this 30th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT

Tutbury Public Improvement District

Budget: Fiscal Year 2024-2025

- A. The boundaries of the Tutbury Public Improvement District are as follows:

A 5.27-acre tract of land out of a 196.075 acre tract of land according to that certain Correction Warranty Deed recorded in Volume 1596, Page 135, of the Deed Records of Randall County, Texas, situated in the northeast portion of Section 40, Block 9, BS&F Survey, Randall County, Texas.

- B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Tutbury Public Improvement District is \$ 26,876. Such cost will be apportioned over the development as follows:

Cost of Maintenance and Operation\$21,338

Administration Expense.....\$5,488

Total\$26,876

- C. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves equally among the 24 platted lots. This year's assessment will total \$28,800 (\$1,200 per lot).

- D. The method of payment of the assessment shall be as follows:

1. These assessments are due and payable October 1, 2024.
2. These assessments become delinquent if not paid prior to February 1, 2025 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.

4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.
- E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2024-2025.

DRAFT

TUTBURY PUBLIC IMPROVEMENT DISTRICT (27400)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2022/23 AND ESTIMATED 2023/24 TO 2028/29
REVISED 11-Sep-24

	Actual 2022/23	Budget 2023/24	Revised 2023/24	Approved 2024/25	Estimated 2025/26	Estimated 2026/27	Estimated 2027/28	Estimated 2028/29
BEGINNING FUND BALANCE	44,502	32,600	32,600	11,110	13,035	16,021	18,560	20,576
			2.00%					
PROJECTED COSTS								
MAINTENANCE & OPERATION:								
Electricity	434	560	330	\$ 340	347	354	361	368
Water & Sewer	3,195	4,269	3,520	\$ 3,626	3,698	3,772	3,848	3,924
Landscape Contractor-Annual Fee	7,081	10,879	11,446	\$ 11,382	11,610	11,842	12,079	12,320
Repair & Maintenance - Improvements	15,559	5,000	16,548	\$ 5,000	3,500	3,500	3,570	3,641
Other Improvements		-	-	\$ -	-	-	-	-
Repair & Maintenance - Irrigation	139	1,020	3,596	\$ 1,040	1,061	1,082	1,104	1,126
Improvements	-	-	-	-	-	-	-	-
TOTAL MAINTENANCE	26,407	21,728	35,440	21,388	20,217	20,551	20,961	21,380
ADMINISTRATION								
Postage		15	-	\$ 16	16	16	17	17
Advertising - Public Notices	840	359	292	\$ 366	374	381	389	396
Professional - Collection Contract	240	245	240	\$ 250	255	260	265	270
City Admin Fee	818	5,097	5,097	\$ 4,856	4,953	5,052	5,153	5,256
TOTAL ADMIN				\$ 5,488	\$ 5,597	\$ 5,709	\$ 5,824	\$ 5,940
TOTAL MAINTENANCE & OPERATION	28,305	27,444	41,069	26,876	25,814	26,260	26,785	27,320
TOTAL EXPENDITURE				26,876	25,814	26,260	26,785	27,320
ASSESSMENTS								
LOTS	24	18,696	18,696	28,800	28,800	28,800	28,800	28,800
	\$ 779	\$ 779	\$ 779	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
COLLECTION RATE	87.16%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	30311	18,696	18,696	28,800	28,800	28,800	28,800	28,800
INTEREST INCOME	37110	-	883	-	-	-	-	-
0.00%								
Increase/Decrease in Cash	(11,902)	(8,748)	(21,490)	1,924	2,986	2,540	2,015	1,480
ENDING FUND BALANCE	32,600	23,852	11,110	13,035	16,021	18,560	20,576	22,056
THREE MONTH OPERATING RESERVE	7,076	6,893	10,267	6,719	6,454	6,565	6,696	6,830
SURPLUS	25,524	16,959	843	6,316	9,568	11,997	13,880	15,226



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Economic Development and Redevelopment
Department: Finance
Contact Person: Carrie Roberts, PIDs Coordinator

Agenda Caption: PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8164

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Vineyards Public Improvement District (PID). The Vineyards PID is generally located at the northwest corner of West Hastings Avenue and Broadway Drive. This ordinance is recommended for approval by a unanimous vote of the Vineyards Public Improvement District Advisory Board.

Agenda Item Summary: An assessment against each parcel of property in the Vineyards Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Vineyards PID Advisory Board met June 25, 2024 to review the proposed FY 2024/25 budget and service plan. The Vineyards PID budget projects total maintenance and operating expenses for FY 2024/25 to be \$26,245. The Board recommends increasing property owner assessment rates to \$75 per lot. This will result in assessments totaling \$21,675. This decision was made in order to continue to cover all operating costs along with the assistance of available surplus reserve funds.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Vineyards PID. Attached is the Vineyards Public Improvement District Fiscal Year 2024/25 budget, service plan, and associated ordinance and exhibit.

Requested Action: The PID budget (and five-year service plan) discussed above have been reviewed and unanimously recommended for approval by the Vineyards PID Advisory Board.

Funding Summary: Budget and five-year service plan attached.

Purchasing Summary: N/A

Community Engagement Summary: Newspaper and property owner notices have been sent to property owners within the Vineyards PID boundary regarding this item. At this time of writing, the Public Improvement District Coordinator has not received any comments regarding this request.

Staff Recommendation: Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

Attachments:

1. Ordinance No. 8164
2. Vineyards_five-year_plan FY24-25 resized

ORDINANCE NO. 8164

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE VINEYARDS PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2024-2025; ADOPTING A BUDGET FOR FISCAL YEAR 2024-2025 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within The Vineyards Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, the City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property; and

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Vineyards Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., fences/walls) and non-manmade living improvements (i.e., plants) within the District;

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

SECTION 1: The tract of land described by the attached exhibit has been established as the above-named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan.

SECTION 3: The City of Amarillo will be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan, unless otherwise requested by the Board or its designee.

SECTION 4: A Budget for the fiscal year of 2024-2025 and Five-year Service Plan that defines the annual indebtedness and the projected costs of improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

SECTION 5: The total estimated cost of the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2024-2025 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 24th day of September 2024; and PASSED on Second and Final Reading on this 30th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT

The Vineyards Public Improvement District Fiscal Year 2024-2025

- A. The boundaries of The Vineyards Public Improvement District are as follows:
A 145.446 acre tract of land and a 8.622 acre tract of land all in
Section 191, Block 2, AB&M Survey, Potter County, Texas.
- B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Vineyards Public Improvement District is \$ \$26,245. Such costs will be apportioned over the development as follows:
- | | |
|--|-----------|
| Cost of Maintenance and Operation..... | \$ 21,528 |
| Administrative Expense..... | \$4,717 |
| Total..... | \$26,245 |
- C. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves equally among the 300 platted lots. This year's assessment will total \$21,675 (\$75 per lot).
- D. The method of payment of the assessment shall be as follows:
1. These assessments are due and payable October 1, 2024.
 2. These assessments become delinquent if not paid prior to February 1, 2025 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
 3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
 4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.
- E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2024-2025.

VINEYARDS PUBLIC IMPROVEMENT DISTRICT (27710)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2022/23 AND ESTIMATED 2023/24 TO 2028/29

Approve 06-25-24

REVISED	20-Sep-24	Actual 2022/23	Budget 2023/24	Revised 2023/24	Proposed 2024/25
BEGINNING FUND BALANCE					
		21,988	24,754	24,754	20,747
MAINTENANCE & OPERATION:					
PARK MAINTENANCE COST:					
	INFLATION	2.0%	2.0%	2.0%	2.0%
	8,888.29	1,0048	3,0105	2,8472	-
			8,888.29	8,888.29	8,888.29
51450 Botany & Agriculture			\$ 1,040	\$ -	\$ 1,061
53150 Electricity	\$ 549		510	425	\$ 525
53200 Water & Sewer	3,247		2,101	5,829	\$ 2,164
67600 Contract/Temporary Labor	2,535		15,240	11,100	\$ 15,697
68300 Repair & Maintenance of Improvements			2,040	-	\$ 2,081
TOTAL MAINTENANCE	6,331		20,931	17,354	21,528
ADMINISTRATION:					
61200 Postage			\$ 96	\$ -	\$ 98
61300 Advertising - Public Notices	222		632	292	\$ 298
62000 Professional Collection Contract	1,880		-	2,312	\$ 2,358
77450 City Admin Fee	497		5,099	5,099	\$ 1,963
78230 Loss on Bad Debt	-		-	250	\$ -
TOTAL ADMINISTRATION	2,599		5,827	7,953	4,717
TOTAL MAINTENANCE & OPERATION	\$ 8,931		\$ 26,758	\$ 25,307	\$ 26,245
ASSESSMENTS					
Residential					
	209 \$ 50 \$ 10,750	350 \$ 75 \$ 26,250	350 \$ 75 \$ 26,250	289 \$ 75 \$ 21,675	21,675
TOTAL ASSESSMENTS	11,697	26,250	21,300	21,300	21,675
COLLECTION RATE					
	100.00%	100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	30310	\$ 11,697	\$ 26,250	\$ 21,300	\$ 21,675
INCREASE (DECREASE) IN CASH					
	2,766	(508)	(4,007)	(4,570)	
ENDING FUND BALANCE	\$ 24,754	\$ 24,246	\$ 20,747	\$ 16,177	
Three Month Operating Reserve	2,233	6,690	6,327	6,561	
Surplus	22,521	17,556	14,420	9,616	

VINEYARDS PUBLIC IMPROVEMENT DISTRICT (27710)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2022/23 AND ESTIMATED 2023/24 TO 2

REVISED	20-Sep-24	Estimated 2025/26	Estimated 2026/27	Estimated 2027/28	Estimated 2028/29
BEGINNING FUND BALANCE					
	16,177	18,657	23,601	31,000	
MAINTENANCE & OPERATION:					
PARK MAINTENANCE COST:					
	2.0%	2.0%	2.0%	2.0%	2.0%
	3,0118	3,0721	3,1335	3,1962	
	-	-	-	-	
	8,888.29	8,888.29	8,888.29	8,888.29	
51450 Botany & Agriculture	\$ 1,082	\$ 1,104	\$ 1,126	\$ 1,148	
53150 Electricity	536	547	557	569	
53200 Water & Sewer	2,207	2,251	2,296	2,342	
67600 Contract/Temporary Labor	16,011	16,331	16,658	16,991	
68300 Repair & Maintenance of Improvements	2,122	2,165	2,208	2,252	
TOTAL MAINTENANCE	21,959	22,398	22,846	23,303	
ADMINISTRATION:					
61200 Postage	\$ 100	\$ 102	\$ 104	\$ 106	
61300 Advertising - Public Notices	304	310	316	322	
62000 Professional Collection Contract	2,405	2,454	2,503	2,553	
77450 City Admin Fee	2,002	2,042	2,083	2,125	
78230 Loss on Bad Debt	-	-	-	-	
TOTAL ADMINISTRATION	4,811	4,908	5,006	5,106	
TOTAL MAINTENANCE & OPERATION	\$ 26,770	\$ 27,305	\$ 27,852	\$ 28,409	
ASSESSMENTS					
Residential					
	390 \$ 75	430 \$ 75	470 \$ 75	510 \$ 75	
	29,250	32,250	35,250	38,250	
TOTAL ASSESSMENTS	29,250	32,250	35,250	38,250	
COLLECTION RATE					
	100.00%	100.00%	100.00%	100.00%	
TOTAL COLLECTIONS	30310	32,250	35,250	38,250	
INCREASE (DECREASE) IN CASH					
	2,480	4,945	7,398	9,841	
ENDING FUND BALANCE	\$ 18,657	\$ 23,601	\$ 31,000	\$ 40,841	
Three Month Operating Reserve	6,693	6,826	6,963	7,102	
Surplus	11,964	16,775	24,037	33,739	



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Fiscal Responsibility
Department: Finance
Contact Person: Carrie Roberts, PIDs Coordinator

Agenda Caption: PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8165

This is a public hearing and first reading of an ordinance adopting the 2024/2025 budget and five-year service plan, along with establishing and levying an annual property assessment for the Colonies Public Improvement District (PID). The Colonies PID is generally located at the northeast corner of Hillside and Soncy roads. This ordinance is recommended for approval by a unanimous vote of the Colonies PID Advisory Board.

Agenda Item Summary: An assessment against each parcel of property in the Colonies Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Colonies PID Advisory Board met June 18, 2024 to review the proposed FY 2024/25 budget and service plan. The Colonies PID budget projects total maintenance, operation and debt service expenses for FY 2024/25 to be \$1,413,258. The Board unanimously recommended raising the property owner assessment rates to \$0.14 per square foot. This will result in assessments totaling \$ \$1,431,605. This decision was made in order to continue to cover all operating costs as well as an additional \$665,538 annual debt service payment.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Colonies PID. Attached is the Colonies Public Improvement District Fiscal Year 2024/25 budget, service plan, and associated ordinance and exhibit.

Requested Action: The PID budget and 5-year service plan discussed above have been reviewed and approved by the Colonies PID Advisory Board.

Funding Summary: Budget and five-year service plan attached.

Purchasing Summary: N/A

Community Engagement Summary: Newspaper and property owner notices have been sent to property owners within the Colonies PID boundary regarding this item. At this time of writing, the Public Improvement District Coordinator has not received any comments regarding this request.

Staff Recommendation: Legal, Finance, and Development Services staff have reviewed the associated instruments and recommend approval as submitted.

Attachments:

1. Ordinance No.8165
2. FY24 - Colonies_PID_Five_Year_Service_Plan

ORDINANCE NO. 8165

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE COLONIES PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2024-2025; ADOPTING A BUDGET FOR FISCAL YEAR 2024-2025 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Colonies Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, the City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property; and

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District;

WHEREAS, the Colonies Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., fences/walls, street lights) and non-manmade living improvements (i.e., plants) within the District;

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

SECTION 1: The tract of land described by the attached exhibit has been established as the above-named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan.

SECTION 3: The City of Amarillo will be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan, unless otherwise requested by the Board or its designee.

SECTION 4: A Budget for the fiscal year of 2024-2025 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2024-2025 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 24th day of September 2024; and PASSED on Second and Final Reading on this 30th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT

Colonies Public Improvement District

Fiscal Year 2024-2025

- A. The boundaries of the Colonies Public Improvement District are as follows:

A 375.8 acre tract of land being situated in Section 40, Block 9,
BS&F Survey, Randall County, Texas.

- B. The total estimated costs for maintenance, operation, and debt service payments proposed for the Colonies Public Improvement District is \$1,413,258. Such cost will be apportioned over the development as follows:

Cost of Maintenance	\$674,512
Administration Expense.....	\$73,208
Debt Service Obligation.....	\$665,538
Total	\$1,413,258

- C. This year's assessment will total \$1,431,605 The method of assessment will be to divide the total maintenance, operational, administrative and debt service costs, as well as maintenance reserves as follows:

1. Residential Property: Residential property will be assessed an amount equal to \$0.14 multiplied by the total square footage of the lot.
2. Commercial Property: Commercial property will be assessed an amount equal to \$0.1021 multiplied by the total square footage of the lot for lots 1 acre or less. Commercial lots greater than 1 acre will be assessed an additional \$500 per acre or portion thereof, with a maximum assessment of \$10,000 per lot.

- D. The method of payment of the assessment shall be as follows:

1. These assessments are due and payable October 1, 2024.
2. These assessments become delinquent if not paid prior to February 1, 2025 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.

3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
 4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.
- E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2024-2025.

DRAFT

COLONIES # 5 PUBLIC IMPROVEMENT DISTRICT (27300)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: Actual 2022/23 and ESTIMATED 2023/24 to 2028/29
Updated 20-Sep-24

		Actual 2022/23	Budget 2023/24	Revised 2023/24	Proposed 2024/25
BEGINNING FUND BALANCE		\$ 1,381,684 0.0%	\$ 646,558 0.0%	\$ 646,558 0.0%	\$ 664,608 2.0%
PROJECTED COSTS					
MAINTENANCE & OPERATION: PARK MAINTENANCE COST:					
		SQ FT NEW TOTAL	SQ FT NEW TOTAL	SQ FT NEW TOTAL	SQ FT NEW TOTAL
		- 723,586	723,586	723,586	723,586
		0.828	1.279	1.071	1.033
41100 Labor (City Parks Staff)	41100	-	-	-	-
Operating	51200	-	-	-	-
Janitorial	51250	-	-	-	-
Electricity	53150	16,606	21,094	12,761	21,516
Water & Sewer	53200	212,369	210,382	193,297	214,590
PID Management Fees (private)	62015	39,870	57,000	57,032	58,140
Landscape Maintenance Contract	67600	136,956	200,000	231,248	200,000
Tree Care	51454	78,864	75,000	47,404	50,000
Seasonal Planting	51456	30,763	250,000	92,861	50,000
Hardscape Repairs	68300	13,703	30,000	74,609	60,000
Irrigation Repairs	68400	13,012	30,000	16,979	20,000
Insurance (City Charge)	71100	255	261	259	266
83200 Improvements - Parks	83200	-	-	-	-
TOTAL MAINTENANCE		\$ 542,398	\$ 873,737	\$ 726,450	\$ 674,512
ADMINISTRATION:					
Postage	61200	-	500	-	510
Advertising - Public Notices	61300	1,864	2,500	573	2,550
Professional Serv. / Tax Assessor Commission	62000	18,727	8,317	7,485	8,483
City Admin Fee	77450	36,479	40,714	40,714	61,666
TOTAL ADMINISTRATION		57,070	52,030	48,772	73,208
TOTAL MAINTENANCE & OPERATION		\$ 599,468	\$ 925,767	\$ 775,222	\$ 747,720
Bond Proceeds	39810	3,000,000	-	-	-
Developer Reimbursements	83200	4,043,881	-	-	-
Debt Service First Issue (2006 2/15/28 mat)		585,000	refunded 2020		
Debt Service Second Issue (2008B 2/15/28 mat)		\$ 1,500,000	refunded 2020		
2014 Debt Service Issue (8/15/34 mat)		\$ 1,535,000	106,956	106,956	104,706
2018 Debt Service Issue (2/15/38 mat)		\$ 3,000,000	207,531	207,531	207,431
2020 Debt Service Refunding (2/15/28 mat)		\$ 950,000	140,100	140,100	137,500
2023 Debt Service Issue (2/15/23 mat)		\$ 2,795,000	209,123	209,123	213,400
Fiscal Agent Fees		7,198	2,500	2,000	2,500
Total Debt Service	92150	\$ 458,361	\$ 666,211	\$ 665,710	\$ 665,538
TOTAL EXPENDITURES		\$ 5,101,710	\$ 1,591,977	\$ 1,440,933	\$ 1,413,258
ASSESSMENTS		UNITS	RATE	UNITS	RATE
RESIDENTIAL		9,418,586	0.1300	9,418,586	0.1300
RESIDENTIAL		9,418,586	0.1400	9,418,586	0.1400
RESIDENTIAL (Unit 62)		-	0.1400	-	0.1400
COMMERCIAL		1,072,747	0.0778	1,072,747	0.1021
TOTAL ASSESSMENTS		83,431	88.036	88.036	118.243
INTEREST INCOME		1,291,341	1,406.638	1,413,157	1,431.605
MISCELLANEOUS INCOME		75,245	-	45,826	-
COLLECTION RATE		338.14%	1	103.24%	100.00%
TOTAL COLLECTIONS		\$ 4,366,586	\$ 1,406,638	\$ 1,456,983	\$ 1,431,605
INCREASE (DECREASE) IN CASH		\$ (735,124)	\$ (185,339)	\$ 18,050	\$ 18,347
Ending Fund Balance		\$ 646,588	\$ 481,218	\$ 664,608	\$ 682,956
Three Month Operating Reserve		149,867	231,442	193,806	186,930
SURPLUS		\$ 496,691	\$ 229,777	\$ 470,803	\$ 496,026

Estimated 2025/26				Estimated 2026/27				Estimated 2027/28				Year 5 Estimated 2028/29			
\$ 682,556				\$ 703,448				\$ 723,582				\$ 723,503			
2.0%				2.0%				2.0%				2.0%			
SO FT	NEW	SO FT	TOTAL	NEW	SO FT	TOTAL	NEW	SO FT	TOTAL	NEW	SO FT	TOTAL	NEW	SO FT	TOTAL
TOTAL															
723,586	1,053	-	723,586	1,074	-	723,586	1,095	-	723,586	1,117	-	723,586	1,117	-	723,586
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21,946	22,385	22,833	23,289	22,385	22,833	23,289	22,385	22,833	23,289	22,385	22,833	23,289	22,385	22,833	23,289
218,882	223,269	227,725	232,279	223,269	227,725	232,279	223,269	227,725	232,279	223,269	227,725	232,279	223,269	227,725	232,279
59,303	60,488	61,699	62,933	60,488	61,699	62,933	60,488	61,699	62,933	60,488	61,699	62,933	60,488	61,699	62,933
204,000	208,080	212,242	216,486	208,080	212,242	216,486	208,080	212,242	216,486	208,080	212,242	216,486	208,080	212,242	216,486
51,000	52,020	53,060	54,122	52,020	53,060	54,122	52,020	53,060	54,122	52,020	53,060	54,122	52,020	53,060	54,122
50,000	51,000	52,020	53,060	51,000	52,020	53,060	51,000	52,020	53,060	51,000	52,020	53,060	51,000	52,020	53,060
61,200	62,424	63,672	64,946	62,424	63,672	64,946	62,424	63,672	64,946	62,424	63,672	64,946	62,424	63,672	64,946
20,400	20,808	21,224	21,649	20,808	21,224	21,649	20,808	21,224	21,649	20,808	21,224	21,649	20,808	21,224	21,649
271	282	282	288	277	282	288	277	282	288	277	282	288	277	282	288
\$ 687,002	\$ 700,742	\$ 714,757	\$ 729,052	\$ 700,742	\$ 714,757	\$ 729,052	\$ 700,742	\$ 714,757	\$ 729,052	\$ 700,742	\$ 714,757	\$ 729,052	\$ 700,742	\$ 714,757	\$ 729,052
520	530	541	552	530	541	552	530	541	552	530	541	552	530	541	552
2,601	2,653	2,706	2,760	2,653	2,706	2,760	2,653	2,706	2,760	2,653	2,706	2,760	2,653	2,706	2,760
8,653	8,826	9,002	9,182	8,826	9,002	9,182	8,826	9,002	9,182	8,826	9,002	9,182	8,826	9,002	9,182
62,899	64,157	65,440	66,749	64,157	65,440	66,749	64,157	65,440	66,749	64,157	65,440	66,749	64,157	65,440	66,749
74,673	76,166	77,689	79,243	76,166	77,689	79,243	76,166	77,689	79,243	76,166	77,689	79,243	76,166	77,689	79,243
\$ 761,674	\$ 776,908	\$ 792,446	\$ 808,295	\$ 776,908	\$ 792,446	\$ 808,295	\$ 776,908	\$ 792,446	\$ 808,295	\$ 776,908	\$ 792,446	\$ 808,295	\$ 776,908	\$ 792,446	\$ 808,295
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
107,456	108,056	108,656	109,256	108,056	108,656	109,256	108,056	108,656	109,256	108,056	108,656	109,256	108,056	108,656	109,256
207,131	208,631	210,131	211,631	208,631	210,131	211,631	208,631	210,131	211,631	208,631	210,131	211,631	208,631	210,131	211,631
115,100	116,600	118,100	119,600	116,600	118,100	119,600	116,600	118,100	119,600	116,600	118,100	119,600	116,600	118,100	119,600
213,775	215,275	216,775	218,275	215,275	216,775	218,275	215,275	216,775	218,275	215,275	216,775	218,275	215,275	216,775	218,275
2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
\$ 645,983	\$ 651,086	\$ 656,189	\$ 661,292	\$ 651,086	\$ 656,189	\$ 661,292	\$ 651,086	\$ 656,189	\$ 661,292	\$ 651,086	\$ 656,189	\$ 661,292	\$ 651,086	\$ 656,189	\$ 661,292
\$ 1,407,637	\$ 1,407,995	\$ 1,408,353	\$ 1,408,711	\$ 1,407,995	\$ 1,408,353	\$ 1,408,711	\$ 1,407,995	\$ 1,408,353	\$ 1,408,711	\$ 1,407,995	\$ 1,408,353	\$ 1,408,711	\$ 1,407,995	\$ 1,408,353	\$ 1,408,711
0.1300	0.1300	0.1300	0.1300	0.1300	0.1300	0.1300	0.1300	0.1300	0.1300	0.1300	0.1300	0.1300	0.1300	0.1300	0.1300
1,224,416	1,224,416	1,224,416	1,224,416	1,224,416	1,224,416	1,224,416	1,224,416	1,224,416	1,224,416	1,224,416	1,224,416	1,224,416	1,224,416	1,224,416	1,224,416
1,318,602	1,318,602	1,318,602	1,318,602	1,318,602	1,318,602	1,318,602	1,318,602	1,318,602	1,318,602	1,318,602	1,318,602	1,318,602	1,318,602	1,318,602	1,318,602
0.1400	0.1400	0.1400	0.1400	0.1400	0.1400	0.1400	0.1400	0.1400	0.1400	0.1400	0.1400	0.1400	0.1400	0.1400	0.1400
109,527	109,527	109,527	109,527	109,527	109,527	109,527	109,527	109,527	109,527	109,527	109,527	109,527	109,527	109,527	109,527
1,428,130	1,428,130	1,428,130	1,428,130	1,428,130	1,428,130	1,428,130	1,428,130	1,428,130	1,428,130	1,428,130	1,428,130	1,428,130	1,428,130	1,428,130	1,428,130
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130
\$ 20,492	\$ 20,492	\$ 20,492	\$ 20,492	\$ 20,492	\$ 20,492	\$ 20,492	\$ 20,492	\$ 20,492	\$ 20,492	\$ 20,492	\$ 20,492	\$ 20,492	\$ 20,492	\$ 20,492	\$ 20,492
\$ 703,448	\$ 703,448	\$ 703,448	\$ 703,448	\$ 703,448	\$ 703,448	\$ 703,448	\$ 703,448	\$ 703,448	\$ 703,448	\$ 703,448	\$ 703,448	\$ 703,448	\$ 703,448	\$ 703,448	\$ 703,448
190,419	190,419	190,419	190,419	190,419	190,419	190,419	190,419	190,419	190,419	190,419	190,419	190,419	190,419	190,419	190,419
\$ 513,029	\$ 513,029	\$ 513,029	\$ 513,029	\$ 513,029	\$ 513,029	\$ 513,029	\$ 513,029	\$ 513,029	\$ 513,029	\$ 513,029	\$ 513,029	\$ 513,029	\$ 513,029	\$ 513,029	\$ 513,029
\$ 529,355	\$ 529,355	\$ 529,355	\$ 529,355	\$ 529,355	\$ 529,355	\$ 529,355	\$ 529,355	\$ 529,355	\$ 529,355	\$ 529,355	\$ 529,355	\$ 529,355	\$ 529,355	\$ 529,355	\$ 529,355
\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130	\$ 1,428,130
\$ 93,078	\$ 93,078	\$ 93,078	\$ 93,078	\$ 93,078	\$ 93,078	\$ 93,078	\$ 93,078	\$ 93,078	\$ 93,078	\$ 93,078	\$ 93,078	\$ 93,078	\$ 93,078	\$ 93,078	\$ 93,078
\$ 816,581	\$ 816,581	\$ 816,581	\$ 816,581	\$ 816,581	\$ 816,581	\$ 816,581	\$ 816,581	\$ 816,581	\$ 816,581	\$ 816,581	\$ 816,581	\$ 816,581	\$ 816,581	\$ 816,581	\$ 816,581
202,074	202,074	202,074	202,074	202,074	202,074	202,074	202,074	202,074	202,074	202,074	202,074	202,074	202,074	202,074	202,074
\$ 614,507	\$ 614,507	\$ 614,507	\$ 614,507	\$ 614,507	\$ 614,507	\$ 614,507	\$ 614,507	\$ 614,507	\$ 614,507	\$ 614,507	\$ 614,507	\$ 614,507	\$ 614,507	\$ 614,507	\$ 614,507



Agenda Transmittal Memo

Date: September 24, 2024
Council Priority: Public Safety
Department: Information Technology
Contact Person: Missy Laird, Director of Information Technology

Agenda Caption: CONSIDER APPROVAL - RENEWAL OF MOTOROLA SERVICE AGREEMENT

This item considers the approval of a five-year renewal of the Motorola Service Agreement to maintain the City's radio network.

Award to: Motorola Solutions (State of Texas Contract #DIR-TSO-4101)

Amount: \$3,999,990.22

Funding Source: Information technology fund revenues and revenues from agreements with outside agencies

Is the item budgeted? Yes

Agenda Item Summary: The Motorola Service Agreement to maintain the City's radio network is being renewed. The agreement also includes cybersecurity monitoring, system upgrade management, and a two-year refresh of core network equipment. Public safety, emergency management, city operations, and outside agencies use this system. The service term for this agreement is five years; from October 1, 2024, to September 30, 2029.

Requested Action: Approval of award to Motorola Solutions.

Funding Summary: Funding is available in 62034.62010.

Purchasing Summary: State of Texas Contract #DIR-TSO-4101

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of award.

Attachments:

1. REQ 51920 MOTOROLA service agreement 08.02.2024_R
2. TB24-7961_R

CITY OF AMARILLO
REQUISITION

08/02/2024

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**BILL TO: PURCHASING DEPT
P.O. BOX 1971
AMARILLO, TEXAS 79105-1971**

Order Number 51920 - 000 - OR

Branch/Plant 62034

Vendor CITY OF AMARILLO
PO BOX 1971
AMARILLO TX 79105-1971

Ship To INFORMATION TECHNOLOGY
ATTN: MISSY LAIRD
806.378.6216
601 S. BUCHANAN, RM B2
AMARILLO TX 79101

Ordered	08/02/2024	Freight	.	Vendor Number	100156
Requested	08/02/2024	Order Taken By			
Delivery					

Motorola Agreement - Years 06 - 10
Contract number USC000070557
Contract Modifier R08-SEP-23 20:22:30
TERM: OCTOBER 01, 2024 THROUGH SEPTEMBER 20, 2029
NO SUBSTITUTIONS FOR MANUFACTURER OR MODEL.
State of Texas DIR contract # DIR-TSO-4101
REQUESTING DEPARTMENT CONTACT: MISSY LAIRD 806.378.6216
PLEASE SEND PO TO TRAVIS TREVINO AT TRAVIS.TREVINO@MOTOROLASOLUTIONS.COM

Line	Rev	Supplier/Item Description	Ordered	UOM	Unit Price	PU UM	Extended Price	Request Date	Order No	Ty	Account Number
1.000	0	Support and Update Services, Microcompter Software 920 45 77 LSV01S00712A SUS REBOOT SUPPORT	1.000	EA	48,209.9900	EA	48,209.99	08/02/2024			62034.62010
2.000	0	Support and Update Services, Microcompter Software 920 45 77 LSV01S01109A ASTRO SYSTEM ADVANCED PLUS PACKAGE	1.000	EA	1,553,426.2600	EA	1,553,426.26	08/02/2024			62034.62010
3.000	0	Support and Update Services, Microcompter Software 920 45 77 LSV01S02973A ACTIVE-EYE MANAGED DETECTION AND RESPONSE - FOR ASTRO	1.000	EA	585,430.9100	EA	585,430.91	08/02/2024			62034.62010
4.000	0	Support and Update Services,	1.000	EA	.0000	EA		08/02/2024			62034.62010

CITY OF AMARILLO
REQUISITION

08/02/2024

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Line	Rev	Supplier/Item Description	Ordered	UOM	Unit Price	PU UM	Extended Price	Request Date	Order Number Order No Ty	51920 - 000 - OR Account Number
		Microcompter Software 920 45 77								
		SSV01S01624A ASTRO SYSTEM UPGRADE AGREEMENT CC								
5.000	0	Support and Update Services, Microcompter Software 920 45 77	1.000	EA	.0000	EA		08/02/2024		62034.62010
		SSV01S01626A ASTRO SUA UO IMPLEMENTATION SERVICES CC								
6.000	0	Support and Update Services, Microcompter Software 920 45 77	1.000	EA	.0000	EA		08/02/2024		62034.62010
		SSV01S01628A ASTRO SUA FIELD IMPLEMENTATION SVC CC								
7.000	0	Support and Update Services, Microcompter Software 920 45 77	1.000	EA	.0000	EA		08/02/2024		62034.62010
		SSV01S01630A SUA RELEASE IMPACT TRAINING CC								
8.000	0	Support and Update Services, Microcompter Software 920 45 77	1.000	EA	.0000	EA		08/02/2024		62034.62010
		SSV01S01631A SUA RELEASE IMPLEMENTATION TRAINING CC								
9.000	0	Support and Update Services, Microcompter Software 920 45 77	1.000	EA	.0000	EA		08/02/2024		62034.62010
		SVC01SVC1102C ASTRO DISPATCH SERVICE								
10.000	0	Support and Update Services, Microcompter Software 920 45 77	1.000	EA	.0000	EA		08/02/2024		62034.62010
		SVC01SVC1103C ASTRO NETWORK MONITORING								

CITY OF AMARILLO
REQUISITION

08/02/2024

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Line	Rev	Supplier/Item Description	Ordered	UOM	Unit Price	PU UM	Extended Price	Request Date	Order Number		51920 - 000 - OR Account Number
									Order No	Ty	
11.000	0	Support and Update Services, Microcompter Software 920 45 77 SVC01SVC1410C ONSITE INFRASTRUCTURE RESPONSE - STANDARD	1.000	EA	.0000	EA		08/02/2024			62034.62010
12.000	0	Support and Update Services, Microcompter Software 920 45 77 SVC02SVC0001C MICROWAVE SERVICES	1.000	EA	385,421.1900	EA	385,421.19	08/02/2024			62034.62010
13.000	0	Support and Update Services, Microcompter Software 920 45 77 SVC02SVC0201A ASTRO SUA II UO IMPLEMENTATION SERVICES	1.000	EA	230,029.4500	EA	230,029.45	08/02/2024			62034.62010
14.000	0	Support and Update Services, Microcompter Software 920 45 77 SVC02SVC0343A RELEASE IMPACT TRAINING	1.000	EA	15,168.2900	EA	15,168.29	08/02/2024			62034.62010
15.000	0	Support and Update Services, Microcompter Software 920 45 77 SVC02SVC0344A RELEASE IMPLEMENTATION TRAINING	1.000	EA	67,840.6900	EA	67,840.69	08/02/2024			62034.62010
16.000	0	Support and Update Services, Microcompter Software 920 45 77 SVC02SVC0433A ASTRO SUA II FIELD IMPLEMENTATN SVC	1.000	EA	210,317.9600	EA	210,317.96	08/02/2024			62034.62010
17.000	0	Support and Update Services, Microcompter Software 920 45 77	1.000	EA	904,055.4800	EA	904,055.48	08/02/2024			62034.62010

CITY OF AMARILLO
REQUISITION

08/02/2024

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									Order Number		51920 - 000 - OR
Line	Rev	Supplier/Item Description	Ordered	UOM	Unit Price	PU	Extended Price	Request	Order No	Ty	Account Number
						UM		Date			
SVC04SVC0169A											
SYSTEM UPGRADE AGREEMENT II											
18.000	0	Support and Update Services,	1.000	EA	.0000	EA		08/02/2024			62034.62010
		Microcompter Software									
		920 45 77									
SVC01SVC1102C											
ASTRO DISPATCH SERVICE											
Total Order								3,999,900.22			
Sales Tax								Total Order			
Term	Pay Next Check Run		Tax Rate	*NA*		.00		3,999,900.22			

City of Amarillo - Purchasing Quote Form

(When complete, please attach tax and/or email bids and send to Purchasing)

OR# 51920	Vendor #1		Vendor #2	
Ship to:	Name:	Motorola	Name:	
Information Technology	Contact:	Travis Trevino	Contact:	
ATTN: Missy Laird	Phone:	903.494.1592	Phone:	
601 S. Buchanan, Basement Rm 2	Email:	travis.trevino@motorolasolutions.com	Email:	
Amarillo, TX 79101	Date:	8/1/2024	Date:	
806-378-6216	Delivery Time:	30 days	Delivery Time:	
Purpose: Motorola Agreement Renewal	F.O.B.	FOB Destination	F.O.B.	
Funding: 62034.62010	Print Terms:	Net 30	Print Terms:	

Line Item Description	Qty	Unit Price	Extension	Qty	Unit Price	Extension
1. LSV01S00712A SUS REBOOT SUPPORT	1	\$ 48,209.99	\$ 48,209.99			
2. LSV01S01109A ASTRO SYSTEM ADVANCED PLUS	1	\$1,553,426.26	\$ 1,553,426.26			
3. LSV01S02973A ACTIVE-EYE MANAGED DETECTION AND RESPONSE - FOR ASTRO	1	\$ 585,430.91	\$ 585,430.91			
4. SSV01S01624A ASTRO SYSTEM UPGRADE AGREEMENT CC	1	\$ -	\$ -			
5. SSV01S01626A ASTRO SUA UO IMPLEMENTATION SERVICES CC	1	\$ -	\$ -			
6. SSV01S01628A ASTRO SUA FIELD IMPLEMENTATION SVC CC	1	\$ -	\$ -			
7. SSV01S01630A SUA RELEASE IMPACT TRAINING CC	1	\$ -	\$ -			
8. SSV01S01631A SUA RELEASE IMPLEMENTATION TRAINING CC	1	\$ -	\$ -			
9. SVC01SVC1102C ASTRO DISPATCH SERVICE	1	\$ -	\$ -			
10. SVC01SVC1103C ASTRO NETWORK MONITORING	1	\$ -	\$ -			
11. SVC01SVC1410C ONSITE INFRASTRUCTURE RESPONSE - STANDARD	1	\$ -	\$ -			
12. SVC02SVC0001C MICROWAVE SERVICES	1	\$ 385,421.19	\$ 385,421.19			
13. SVC02SVC0201A ASTRO SUA II UO IMPLEMENTATION SERVICES	1	\$ 230,029.45	\$ 230,029.45			
14. SVC02SVC0343A RELEASE IMPACT TRAINING	1	\$ 15,168.29	\$ 15,168.29			
15. SVC02SVC0344A RELEASE IMPLEMENTATION TRAINING	1	\$ 67,840.69	\$ 67,840.69			
16. SVC02SVC0433A ASTRO SUA II FIELD IMPLEMENTATION SVC	1	\$ 210,317.96	\$ 210,317.96			
17. SVC04SVC0169A SYSTEM UPGRADE AGREEMENT II	1	\$ 904,055.48	\$ 904,055.48			
18. SVC01SVC1102C ASTRO DISPATCH SERVICE	1	\$ -	\$ -			
Freight			0.00			0.00
Total			3,999,900.22			0.00

Motorola Agreement - Years 06 - 10
Contract number USC000070557
Contract Modifier R08-SEP-23 20:22:30
TERM: JULY 01, 2023 - SEPTEMBER 30, 2024
NO SUBSTITUTIONS FOR MANUFACTURER OR MODEL.
State of Texas DIR contract # DIR-TSO-4101
REQUESTING DEPARTMENT CONTACT: MISSY LAIRD 806.378.6216
*****PLEASE DO NOT FAX PO*****
PLEASE SEND PO TO TRAVIS.TREVINO AT TRAVIS.TREVINO@MOTOROLASOLUTIONS.COM


MOTOROLA SOLUTIONS
SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000070557
Contract Modifier: R08-SEP-23 20:22:30

Date: 17-JUL-2024

Company Name: Amarillo, City Of

Attn.: Missy Tucker

Billing Address: 808 S Buchanan St Oem - Basement - B-1

City, State, Zip Code: Amarillo, TX 79101

Customer Contact: Missy Tucker

Phone: 806-378-6216

P.O.#: N/A

Customer #: 1011119551

Bill to Tag#: 0001

Contract Start Date: 01-OCT-2024

Contract End Date: 30-SEP-2029

Payment Cycle: ANNUALLY

Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S00712A	SUS REBOOT SUPPORT	\$4,017.51	\$48,209.99
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$129,452.19	\$1,553,426.26
	LSV01S02973A	ACTIVE-EYE MANAGED DETECTION AND RESPONSE- FOR ASTRO	\$48,785.91	\$585,430.91
	SSV01S01624A	ASTRO SYSTEM UPGRADE AGREEMENT CC	\$0.00	\$0.00
	SSV01S01626A	ASTRO SUA UO IMPLEMENTATION SERVICES CC	\$0.00	\$0.00
	SSV01S01628A	ASTRO SUA FIELD IMPLEMENTATION SVC CC	\$0.00	\$0.00
	SSV01S01630A	SUA RELEASE IMPACT TRAINING CC	\$0.00	\$0.00
	SSV01S01631A	SUA RELEASE IMPLEMENTATION TRAINING CC	\$0.00	\$0.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$0.00	\$0.00
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$0.00	\$0.00
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$0.00	\$0.00
	SVC02SVC0001C	MICROWAVE SERVICES	\$32,118.45	\$385,421.19
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$19,169.12	\$230,029.45
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$1,264.02	\$15,168.29
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$5,653.39	\$67,840.69
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$17,526.52	\$210,317.96
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$75,337.98	\$904,055.48
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$0.00	\$0.00
Sub Total			\$333,325.02	\$3,999,900.22
Taxes			\$0.00	\$0.00
Grand Total			\$333,325.02	\$3,999,900.22
SPECIAL INSTRUCTIONS - DIR-TSO-4101 contains the terms and conditions of this Agreement. Notwithstanding the pre-printed language below, DIR-TSO-4101 terms and conditions of this Agreement shall prevail in the event of a conflict with Motorola's Service Terms and Conditions.			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

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I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

DocuSigned by:		
		
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE

TRAVIS TREVINO	Jessica Pourciau (RSD)	(903)494-1592
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name : Amarillo, City Of
Contract Number : USC000070557
Contract Modifier : R08-SEP-23 20:22:30
Contract Start Date : 01-OCT-2024
Contract End Date : 30-SEP-2029

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

Revised Sep 3, 2022

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

PURCHASING DEPARTMENT**BID EVALUATION AND RECOMMENDATION FORM**

City Departments **must complete** this form for all bids over \$50,000.00.

DATE _____

Bid recommendations properly completed with all 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 Motorola Service Agreement (Years 6-10) BID NO. _____

DEPARTMENT Information Technology

DEPARTMENT DIRECTOR APPROVAL Missy Laird DATE 8/2/2024

REFER TO THE 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.

The Motorola Service Agreement to maintain the City's radio network is being renewed. The agreement also includes cybersecurity monitoring, system upgrade management, and a two-year refresh of core network equipment. Public safety, emergency management, city operations, and outside agencies use this system.

The service term for this agreement is five years, from October 1, 2024, to September 30, 2029.

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 a recurring annual maintenance agreement.

C. Provide a color copy of drawings, sketches, or photos of the items you are recommending. (Capital, equipment, utilities, public works, etc).

N/A

2. BID EVALUATION; RECOMMENDATION:

A. Vendor name and total dollar amount to be awarded.

Award to Motorola \$3,999,900.22.

B. Is it being awarded to the low bidder? If not, why?

Items are being purchased in accordance with DIR-TSO-4101.

C. Were specifications met? If not met, what exceptions were taken and accepted?

All specifications have been 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.

Our radio communications network utilizes Motorola equipment.

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.

A fifteen-month service agreement, spanning July 2023 to October 2024, was awarded on PO164149 for \$516,017.96.

- 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.

Purchasing through the DIR-TSO contract (DIR-TSO-4101) ensures that public agencies receive the highest-quality products and services at the lowest price.

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.

62034.62010 (Radio Communications – Service Agreements)

No state/federal funds will be used.

- B. Provide budget account balance. Provide completion status of all job or grant expenditures **showing remaining balance** of job, grant, or capital account.

This item would be funded from the FY24/25 budget. The budgeted amount for FY24/25 is \$802,217.60

- C. Provide a comparison of the actual bid price vs. budget estimate if applicable

N/A

- A. For job or grant accounts, provide the original date that it was set up.

N/A

HUB CONTACT INFORMATION FORM

The Historically Underutilized Business (HUB) program was created to promote full and equal access procurement opportunities for small, minority and women-owned businesses. This form must be completed and submitted with ALL quote for purchases between \$3,000 and \$50,000. The current list of HUB vendors can be found on the City of Amarillo's purchasing intranet page located at <https://comptroller.texas.gov/>

Department Name: Information Technology

Employee Name: Steven Crocker

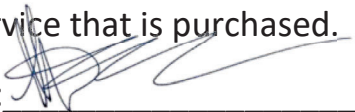
Product or Service Being Purchased: _____

BELOW ARE THE HUB VENDORS CONTACTED FOR QUOTES:

Vendor Name:	
Contact Person:	
Address:	
Phone:	
Method of contact: (Phone or email) and date	

Vendor Name:	
Contact Person:	
Address:	
Phone:	
Method of contact: (Phone or email) and date	

☒ Check the box if NO Potter County or Randall County vendors provide the Product or service that is purchased.

Employee Signature:  Date: _____

TO THE ATTENTION OF TRAVIS TREVINO PER CONTRACT # USC000070557 YR 06-10
CITY OF AMARILLO - IT DEPARTMENT
STATE OF TEXAS DIR CONTRACT # DIR-TS0-4101

Line Number		Quantity
1	920 45 77 Support and Update Services, Microcomputer Software LSV01S00712A SUS REBOOT SUPPORT	1.00

Vendor Number	Name	Unit Cost	Extended Price
119031	MOTOROLA SOLUTIONS	48,209.9900	48,209.99

Line Number		Quantity
2	920 45 77 Support and Update Services, Microcomputer Software LSV01S01109A ASTRO SYSTEM ADVANCED PLUS PACKAGE	1.00

Vendor Number	Name	Unit Cost	Extended Price
119031	MOTOROLA SOLUTIONS	1,553,426.2600	1,553,426.26

Line Number		Quantity
3	920 45 77 Support and Update Services, Microcomputer Software LSV01S02973A ACTIVE-EYE MANAGED DETECTION AND RESPONSE - FOR ASTRO	1.00

Vendor Number	Name	Unit Cost	Extended Price
119031	MOTOROLA SOLUTIONS	585,430.9100	585,430.91

Line Number		Quantity
12	920 45 77 Support and Update Services, Microcomputer Software SVC02SVC0001C MICROWAVE SERVICES	1.00

Vendor Number	Name	Unit Cost	Extended Price
119031	MOTOROLA SOLUTIONS	385,421.1900	385,421.19

Line Number		Quantity
13	920 45 77 Support and Update Services, Microcomputer Software SVC02SVC0201A ASTRO SUA II UO IMPLEMENTATION SERVICES	1.00

Vendor Number	Name	Unit Cost	Extended Price
119031	MOTOROLA SOLUTIONS	230,029.4500	230,029.45

Line Number		Quantity
14	920 45 77 Support and Update Services, Microcomputer Software SVC02SVC0343A RELEASE IMPACT TRAINING	1.00

Vendor Number	Name	Unit Cost	Extended Price
119031	MOTOROLA SOLUTIONS	15,168.2900	15,168.29

Line Number	Quantity
15	1.00

920 45 77 Support and Update Services,
Microcomputer Software
SVC02SVC0344A
RELEASE IMPLEMENTATION TRAINING

Vendor Number	Name	Unit Cost	Extended Price
119031	MOTOROLA SOLUTIONS	67,840.6900	67,840.69

Line Number	Quantity
16	1.00

920 45 77 Support and Update Services,
Microcomputer Software
SVC02SVC0433A
ASTRO SUA II FIELD IMPLEMENTATION SVC

Vendor Number	Name	Unit Cost	Extended Price
119031	MOTOROLA SOLUTIONS	210,317.9600	210,317.96

Line Number	Quantity
17	1.00

920 45 77 Support and Update Services,
Microcomputer Software
SVC04SVC0169A
SYSTEM UPGRADE AGREEMENT II

Vendor Number	Name	Unit Cost	Extended Price
119031	MOTOROLA SOLUTIONS	904,055.4800	904,055.48