



Amarillo City Council Regular Meeting

December 10, 2024

3:00 PM

City Hall - Council Chamber

601 S. Buchanan Street, 3rd Floor

Amarillo, Texas 79101

AGENDA

1. **Call to Order**
2. **Invocation** Lt. Shane Chadwick, Amarillo Police Department Chaplain
3. **Pledge of Allegiance**
4. **The Texas Pledge**
5. **Announcements**
6. **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.
7. **Discussion Items** City Council will discuss or receive reports on the following current matters or projects.
 - 7.A. Review agenda items for regular meeting and attachments
 - 7.B. Amarillo Fire Department vehicle leasing program
 - 7.C. Addition of a Drive Up service at the new City Hall
 - 7.D. Amarillo Economic Development Corporation update and presentation from Board Chair
 - 7.E. Amarillo Economic Development Corporation Amendments to Articles of Incorporation and Bylaws
 - 7.F. Amarillo Economic Development Corporation Board of Director Selection Process
 - 7.G. City of Amarillo City Council and Staff engaging outside attorneys
 - 7.H. Protocols drafted by George Hyde for engagement by City Council

7.I. Request future agenda items and reports from City Manager

8. **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.

8.A. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the work session held on November 12, 2024.

(Contact: Stephanie Coggins, City Secretary)

8.B. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the regular meeting held on November 12, 2024.

(Contact: Stephanie Coggins, City Secretary)

8.C. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the special meeting held on November 15, 2024.

(Contact: Stephanie Coggins, City Secretary)

8.D. CONSIDERATION OF ORDINANCE NO. 8168

This item is a second and final reading of an ordinance considering annexing into the City of Amarillo, on petition of property owner, territory generally described as a 253.61 acre tract of unplatted land, in Section 12, Block 9, BS&F Survey, Potter County, Texas. (APPLICANT/S: North Western Development Company LLC.; VICINITY: N. Western St. & Hastings Ave.)

(Contact: Brady Kendrick, Senior Planner)

8.E. CONSIDERATION OF ORDINANCE NO. 8169

This item is a second and final reading of an ordinance considering annexing into the City of Amarillo, on petition of property owner, territory generally described as a 25.77 acre tract of unplatted land, in Section 153, Block 2, AB&M Survey, Randall County, Texas. (APPLICANT/S: PEGA Development, LLC and Perry Williams Inc.; VICINITY: SE 40th Ave. & S. Mirror St.)

(Contact: Brady Kendrick, Senior Planner)

8.F. CONSIDERATION OF ORDINANCE NO. 8170

This item is the second and final reading and consideration of an ordinance adopting a budget amendment pertaining to the Fiscal Year 2024/2025 budget to support the Public Health Department's proposed new women's clinic, and providing an effective date.

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

8.G. CONSIDERATION OF RESOLUTION NO. 12-10-24-1

This item considers a resolution amending the approved budget of the Amarillo Hospital District for the fiscal year October 1, 2023 to September 30, 2024. This budget amendment is recommended for approval by the Amarillo Hospital District Board. The amendment is being made to cover additional costs related to the termination of a pension plan.

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

8.H. CONSIDER RATIFICATION - APPOINTMENT OF MEMBER TO CIVIL SERVICE COMMISSION

This item considers the ratification of the City Manager's reappointment of Bill Harris to continue serving as a member of the Civil Service Commission for an additional three-year term beginning January 1, 2025.

(Contact: Mitchell Normand, Director of Human Resources)

8.I. CONSIDER APPOINTMENT - CANADIAN RIVER MUNICIPAL WATER AUTHORITY BOARD MEMBER

This item considers the appointment of Johnny Mize to fill a vacancy on the Canadian River Municipal Water Authority (CRMWA) board of directors.

(Contact: Floyd Hartman, Assistant City Manager)

8.J. CONSIDER AWARD - RENEWAL OF VERSATERM SOFTWARE CONTRACT

This item considers the renewal of a software used by the Amarillo Emergency Communications Center (AECC) and the Amarillo Police Department (APD) to automatically generate text messages to 1) notify callers of the status of a service call for police and 2) generate a survey with data to review quality of service provided to callers.

Award to: Versaterm Public Safety U.S. Inc.

Amount: \$61,835.40

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Martin Birkenfeld, Chief of Police)

8.K. CONSIDER PURCHASE - FOUR-WAY CAMERAS FOR THE AMARILLO REGIONAL CRIME CENTER

This item considers the purchase of 25 four-way closed-circuit television (CCTV) cameras for intersections, including mounting hardware and integration tools for the Amarillo Regional Crime Center (ARCC).

Award to: ConTech (BuyBoard #654-21)

Amount: \$51,966.00

Funding Source: Project Safe Neighborhoods (PSN) One Safe Place grant funding (\$51,000.00) and general fund revenues (\$996.00)

Is the item budgeted? Yes

(Contact: Martin Birkenfeld, Chief of Police)

8.L. CONSIDER AWARD - RENEWAL OF DELL HARDWARE SUPPORT AGREEMENT

This item considers the renewal of a Dell hardware support agreement for the core systems that support the airport's virtualized applications.

Award to: Sterling Computer Corporation (Omnia Partners Synnex #R200803).

Amount: \$59,381.90

Funding Source: Airport fund operating revenues

Is the item budgeted? Yes

(Contact: Missy Laird, Director of Information Technology)

8.M. CONSIDER AWARD - AVAYA PHONE SYSTEM MAINTENANCE RENEWAL

This item considers the purchase of a one-year software and hardware maintenance support renewal for the City's Avaya phone system. Continued support is needed while we complete the migration to Voice-over-IP technology.

Award to: Avaya (State of Texas Contract #DIR-TSO-4308)

Amount: \$71,829.36

Funding Source: Information technology fund revenues

Is the item budgeted? Yes

(Contact: Missy Laird, Director of Information Technology)

8.N. CONSIDER AWARD - MONDAY.COM SUBSCRIPTION RENEWALS

This item considers the purchase of subscription renewals for Monday.com software as a service.

Award to: STONS (GSA contract #GS35F153GA)

Amount: \$62,256.60

Funding Source: Various departmental budgets across multiple funds.

Is the item budgeted? Yes

(Contact: Missy Laird, Director of Information Technology)

8.O. CONSIDER AWARD - NEW HOME CONSTRUCTION CONTRACT

This item considers the award of a contract for the construction of a new home at 1108 N. Monroe St, Amarillo, TX, funded by HOME Community Housing Development Organization (CHDO) set-aside funds.

Award to: Habitat for Humanity

Amount: \$80,000.00

Funding Source: HOME Investment Partnership, CHDO set-aside federal funding

Is the item budgeted? Yes

(Contact: Jason Riddlespurger, Director of Community Development, Stefanie Rodarte-Suto, Assistant Community Development Director)

8.P. CONSIDER AWARD - AIRPORT DEICING CHEMICALS ANNUAL SUPPLY AGREEMENT

This item considers the award of a one-year contract for the purchase of Federal Aviation Administration (FAA) approved anti-icing and deicing chemicals (liquid and pellets) for winter operations use on the runways and taxiways at the Rick Husband Amarillo International Airport.

Award to: Cryotech Deicing Technology

Amount: Not to exceed \$75,000.00

Funding Source: Airport fund operating revenues

Is the item budgeted? Yes

(Contact: Michael Conner, Director of Aviation)

8.Q. CONSIDER AWARD - AIRPORT ENGINEERING SERVICES AGREEMENT

This item considers the award of a five-year general engineering agreement for the Rick Husband Amarillo International Airport as required by the Federal Aviation Administration (FAA) prior to any Federal AIP grant projects being considered for award and funding.

Award to: RS&H, Inc.

Amount: Summation of tasks, if and when used, is not to exceed \$9,000,000.00 over five years.

Funding Source: Airport fund operating revenues and Federal AIP/FAA grants.

Is the item budgeted? Yes

(Contact: Michael Conner, Director of Aviation)

8.R. CONSIDER AWARD - CONTRACT FOR REPAIR OF HANGAR RAILS (PHASE I)

This item considers the award of a contract for repair of the hangar rails (Phase I) at the Rick Husband Amarillo International Airport. The project consists of the replacement of the hangar doghouse door rails for two hangars, repair of the apron concrete supporting the rails, and modifications to the hangar doghouse doors to stabilize them.

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

Amount: \$2,609,537.00

Funding Source: General obligation bond proceeds (debt service is funded annually through airport operating revenues)

Is the item budgeted? Yes

(Contact: Michael Conner, Director of Aviation)

8.S. CONSIDER AWARD - DISPLAY AGREEMENT WITH HEART GALLERY

This item considers the approval of an agreement with the Heart Gallery of the Panhandle Plains for the display of a Heart Gallery exhibit at the Rick Husband Amarillo International Airport.

(Contact: Michael Conner, Director of Aviation)

8.T. CONSIDER AWARD - AIRPORT TERMINAL SPACE LEASE

This item considers the award of a terminal space lease contract between the Federal General Services Administration (GSA) and the Rick Husband Amarillo International Airport for the office spaces required by the Transportation Security Administration (TSA). The agreement is a 15-year agreement with 2 option years. The space encompasses 2,624 sq. ft. spread across the 1st, 2nd, and 3rd floors of the airport's passenger terminal building, and includes all standard utilities, plus use of a terminal auto parking space.

Award to: General Services Administration

Amount:

Years 1-4 = \$115,412.00 per year

Years 5-9 = \$149,383.80 per year

Years 10-15 = \$155,445.74 per year

Option Years 16-17 = \$161,810.78 per year

(Total with options = \$2,464,863)

(Contact: Michael Conner, Director of Aviation)

8.U. CONSIDER AWARD - PROFESSIONAL SERVICES AGREEMENT FOR COMPENSATION STUDY

This item considers the award of a professional services contract to provide a compensation study including a pay survey and review of the City's base compensation plan.

Award to: Gallagher Benefit Services, Inc. (Sourcewell #031623-GLG)

Amount: \$199,920

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Mitchell Normand, Director of Human Resources)

8.V. CONSIDER AWARD - MAJOR MEDICAL (MEDICAL/RX) STOP LOSS INSURANCE

This item considers the award for the City's Major Medical (Medical/Rx) Stop Loss Insurance.

Award to: PartnerRE through Stealth Partner Group

Amount: \$516,389.28

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Mitchell Normand, Director of Human Resources)

8.W. CONSIDER AWARD - QUESTICA BUDGET BOOK SOFTWARE AGREEMENT

This item considers the award of the Questica Budget Report Software. This agreement is for an initial term of one year for \$25,000, with two one-year options to extend the term for \$15,000 each year. This software will replace the current budget book software and move to a digital format.

Award to: Euna Solutions (Equalis Coop #COG-2139C)

Amount: \$55,000.00

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Katrina Owens, Director of Finance)

8.X. CONSIDER AWARD - MEDICAL SUPPLY, VACCINE, AND MEDICATION CONTRACT

This item considers the award of a medical supply, vaccine, and medication contract. This contract is for an initial term of one year and three one-year options to renew.

Award to: MMCAP

Amount: Not to exceed \$900,000.00 per year - \$3,600,000.00 including all three renewals

Funding Source: Public health federal grant funds

Is the item budgeted? Yes

(Contact: Casie Stoughton, Director of Public Health)

8.Y. CONSIDER PURCHASE - AUTONOMOUS MOWERS FOR CITY ATHLETIC FACILITIES

This item considers the purchase of three autonomous mowers for the City of Amarillo athletic facilities.

Award to: T&S Management, LLC (Sourcewell #031121-HSQ)

Amount: \$88,393.42

Funding Source: General construction fund revenues

Is the item budgeted? Yes

(Contact: Michael Kashuba, Director of Parks and Recreation)

8.Z. CONSIDER PURCHASE - ATHLETIC GOALS, BLEACHERS AND SCOREBOARDS FOR CITY OF AMARILLO ATHLETIC FACILITIES

This item considers the purchase of athletic goals, bleachers and scoreboards for City of Amarillo athletic facilities.

Award to: BSN Sports (BuyBoard #665-22)

Amount: \$161,594.99

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Michael Kashuba, Director of Parks and Recreation)

8.AA. CONSIDER AWARD - JOHN STIFF SOUTH SOCCER FIELD FENCING PROJECT CONSTRUCTION CONTRACT

This item considers the award of a contract for the John Stiff Soccer Field Fencing Project. This project will fence the five southern soccer fields in John Stiff Memorial Park.

Award to: All Star Fencing/Advantage Court (BuyBoard #737-24)

Amount: \$273,036.00

Funding Source: General construction fund revenues

Is the item budgeted? Yes

(Contact: Michael Kashuba, Director of Parks and Recreation)

8.BB. CONSIDER AWARD - CHFRS-2P ASPHALTIC EMULSION ANNUAL CONTRACT

This item considers the award of a contract for the purchase of up to 40,000 gallons of CHFRS-2P Asphaltic Emulsion used by the Street Division to seal cracks in paved streets throughout the City. This contract is for an initial term of one year, with four one-year options to renew.

Award to: Ergon Asphalt & Emulsion

Amount: Up to \$117,200.00 (first year)

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Donny Hooper, Assistant City Manager and Public Infrastructure Director)

8.CC. CONSIDER AWARD - CONTRACT FOR PLAYA LAKE LEVEL MONITORING PROJECT PHASE 2

This item considers the award of a contract to purchase and install water level monitoring infrastructure, rain gauges, and cameras at Lawrence Lake, McDonald Lake, Bennett Lake, Tee Anchor Lake, Martin Road Lake, Greenways Lake, Willow Grove Lake, and McCarty Lake.

Award to: WEST Consultants, Inc.

Amount: \$402,633.22

Funding Source: Drainage utility fund revenues

Is the item budgeted? Yes

(Contact: Alan Harder, Director of Public Works)

8.DD. CONSIDER AWARD - AMENDMENT NO. 1 TO GRANT STREET STORM SEWER AGREEMENT FOR ENGINEERING SERVICES

This item considers the award of an amendment to the existing agreement for engineering services. This amendment is for additional design, bidding, and construction phase services associated with the reconstruction of Grant Street as a stamped concrete pavement section between SE 7th Ave. and SE 3rd Ave. as well as the Grant Street Storm Sewer Phase II project which was funded in the FY 2024/25 City of Amarillo Budget.

Award to: OJD Engineering, LLC

Original Award:	\$371,000.00
-----------------	--------------

Amendment No. 1:	<u>92,750.00</u>
------------------	------------------

<u>Revised Total Award:</u>	\$463,750.00
-----------------------------	--------------

Funding Source: Drainage utility fund revenues

Is the item budgeted? Yes

(Contact: Alan Harder, Director of Public Works)

8.EE. CONSIDER AWARD - PARTICIPATION AGREEMENT WITH NIELSEN COMMUNITIES

This item considers the award of a participation agreement with Nielsen Communities to construct approximately 3600 Linear feet of sanitary sewer line.

Award to: Nielsen Communities

Amount: \$163,421.54

Funding Source: Enterprise funding from the Director of Utilities.

Is the item budgeted? Yes

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

8.FF. CONSIDER AWARD - PROFESSIONAL SERVICES AGREEMENT FOR PRELIMINARY ENGINEERING REPORT FOR OSAGE STREET FROM 34TH to 58TH STREET

This item considers the award of a professional services agreement for engineering services to produce a preliminary engineering report for Osage Street, from 34th Street to 58th Street, in the City of Amarillo.

Award to: Kimley-Horn and Associates, Inc.

Amount: \$309,300.00

Funding Source: Bond proceeds

Is the item budgeted? Yes

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

8.GG. CONSIDER APPROVAL - CHANGE ORDER NO. 1 TO CONSTRUCTION CONTRACT FOR FY23/24 STREET MAINTENANCE PROJECT

This item considers approval of Change Order No. 1 to the construction contract for the FY 23/24 Street Maintenance Project to extend the contract date in order to allow the contractor to finish the Eastridge residential area during a typical paving season when weather conditions are more favorable, and to revise quantities for items already completed.

Award to: Intermountain Slurry Seal Inc.

Original Award:	\$7,603,297.30
Change Order No. 1:	<u>(7,714.10)</u>
Total Revised Award:	\$7,595,583.20

Funding Source: Bond proceeds

Is the item budgeted? Yes

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

8.HH. CONSIDER APPROVAL - CHANGE ORDER NO. 3 FOR THE AMARILLO NORTHEAST SANITARY SEWER INTERCEPTOR

This item is to consider approval of Change Order No. 3 which includes the relocation and replacement of unknown franchise and private utilities that were not anticipated.

Award to: S.J. Louis Construction of Texas, LTD

Original Award:	\$71,266,760.15
Previous Change Orders:	1,406,065.95
Current Change Order No. 3:	<u>189,701.70</u>
Total Contract Award:	\$72,862,527.80

Funding Source: Water and sewer operating revenues and water and sewer bond revenues

Is the item budgeted? Yes

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

8.II. CONSIDER AWARD - NORTH BRANCH LIBRARY ROOF REPAIR CONTRACT

This item considers the award of a contract to repair the built-up gravel roof at the North Branch Library.

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

Amount: \$143,872.00

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Jerry Danforth, Director of Facilities)

8.JJ. CONSIDER AWARD - ASBESTOS CONSULTING SERVICES ANNUAL CONTRACT

This item considers the award of an annual service contract to provide for asbestos testing, estimating, and monitoring on an as-needed basis. This contract has an original term of one year, with three one-year options to renew

Award to: G/A Environmental

Amount: \$300,000 (\$75,000 annually)

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Jerry Danforth, Director of Facilities)

8.KK. CONSIDER AWARD - LINE AVENUE UTILITIES STORM DRAINAGE FACILITY CONSTRUCTION PROJECT

This item considers the award of a contract with Panhandle Steel Buildings, Inc for the full construction of a new 40' x 60' x 14' metal building including components, as well as modifications to the existing Utility Building warehouse doors.

Award to: Panhandle Steel Buildings, Inc - Buy Board 728-24

Amount: \$209,188.00

Funding Source: Capital Improvement Project - Approved 2024-2025

Is the item budgeted? Yes

(Contact: Jerry Danforth, Director of Facilities)

8.LL. CONSIDER APPROVAL - WHOLESALE WATER SUPPLY AGREEMENT BETWEEN CITY OF AMARILLO AND COUNTRY ESTATES MOBILE HOME PARK FOR OUTSIDE OF CITY SERVICES

This item considers the approval of a wholesale water supply agreement with Country Estates Mobile Home Park to supply water at rates charged by the City for rendering water service as described in the Amarillo Municipal Code for outside the City service.

(Contact: Shannon Tollison, Assistant Director)

8.MM. CONSIDER APPROVAL - WHOLESALE WATER SUPPLY AGREEMENT BETWEEN CITY OF AMARILLO AND AMARILLO VETERANS ADMINISTRATION HEALTH CARE SYSTEM FOR OUTSIDE OF CITY SERVICES

This item considers approval of a wholesale agreement with Amarillo Veterans Administration Health Care System to supply water at rates charged by the City for rendering water service as described in the Amarillo Municipal Code for outside the City service.

(Contact: Shannon Tollison, Assistant Director)

8.NN. CONSIDER APPROVAL- UTILITY EASEMENT TO PATTERN ENERGY WIND DEVELOPMENT LLC

This item considers the approval to grant an option to acquire an easement being 18.18 acre tract of land off of Co Road 17, Carson County, Texas, to Pattern Energy Wind Development, LLC (Pattern). Pattern will pay a non-refundable option fee of \$9,090.91 upon exercising the option, Pattern will pay the City of Amarillo \$90,900.00 for the easement. (GRANTOR: City of Amarillo, GRANTEE: Pattern Energy Wind Development, LLC, VICINITY: Co Road 17, Carson County, North of Well 662)

(Contact: Michael Price, Director of Utilities)

8.OO. CONSIDER AWARD – ASSET MANAGEMENT SOFTWARE FOR WATER UTILITIES

This item considers the purchase of software for the Asset Management system of the Water Utilities. This is the first year of a three-year contract.

Award to: Vertosoft dba OpenGov (DIR-TSO-4227)

Amount: Not to exceed \$482,710.89 (\$177,594.00 year one, \$148,837.51 year two, \$156,279.38 year three)

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

8.PP. CONSIDER AWARD – POTABLE WATER TANKS INSPECTION AND CERTIFICATION SERVICES

This item considers the award of a contract for potable water tank inspections and certification services. This contract is for an initial term of one year, with one option to renew for an additional one-year term.

Award to: Texas Tank Services

Amount: Not to exceed \$54,900.00 (\$27,450.00 annually)

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

8.QQ. CONSIDER PURCHASE - LIFT STATION 40 PUMPS

This item considers the award of two Fairbank Morse pumps for Lift Station 40.

Award to: AAW Pumps Motors Controls (BuyBoard #672-22)

Amount: \$90,274.56

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

8.RR. CONSIDER AWARD – CONTRACT TO MOBILIZE, TEST AND SET PUMP ON WELL NO. 642

This item considers the award of a contract for labor and parts to mobilize, test, and set pump on Well #642.

Award to: Advance Water Well (BuyBoard #672-22)

Amount: \$406,065.25

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

8.SS. CONSIDER AWARD – BONHAM PUMP AND MOTOR REPAIRS

This item considers the award of a contract for repairs to a pump and motor at the Bonham pump station.

Award to: Advance Water Well (BuyBoard #672-22)

Amount: \$113,996.72

Funding Source: Water and Sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

8.TT. CONSIDER AWARD – CONTRACT FOR SOFT STARTER REPAIR/TEARDOWN

This item considers the award of contract for the repair of three soft starters for three pumps at the raw water reservoir at Osage Water Treatment Plant.

Award to: Austin Armature Works, LP (BuyBoard #672-22)

Amount: \$179,973.00

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

8.UU. CONSIDER APPROVAL - CONTRACT FOR OSAGE WTP SEDIMENTATION BASIN REPAIRS PHASE 1

This item considers the approval of a contract to reline the east sedimentation basin at the Osage Water Treatment Plant. This is phase 1 of a two-phase project. Bids were procured through Bonfire RFP 200-25 RNG.

Award to: MH Civil Constructors, Inc

Amount: \$2,279,000.00.

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

8.VV. CONSIDER AWARD - HOLLYWOOD ROAD WASTEWATER RECLAMATION FACILITY HEADWORKS REHABILITATION CONSTRUCTION CONTRACT

This item considers the award of a construction contract for the Hollywood Road Wastewater Reclamation Facility Headworks Rehabilitation project. This project will take place in the existing headworks building and will include the rehabilitation of various components within the facility.

Award to: Stolz Mechanical Contractors, LLC

Amount: \$4,455,200.00

Funding Source: Water and sewer fund revenue and bond proceeds

Is the Item Budgeted: Yes

(Contact: Michael Price, Director of Utilities)

8.WW. CONSIDER AWARD - HOLLYWOOD ROAD WASTEWATER REHABILITATION FACILITY SLUDGE THICKENING IMPROVEMENTS CONSTRUCTION CONTRACT

This item considers the award of a construction contract for the Hollywood Road Wastewater Reclamation Facility Sludge Thickening Improvements project. This project will take place in the existing solids handling buildings and will include the rehabilitation of various components within the facility.

Award to: Stolz Mechanical Contractors, LLC.

Amount: \$6,080,000.00

Funding Source: Water and sewer revenue bond proceeds

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

8.XX. CONSIDER PURCHASE - SELF PRIMING PUMP FOR USE AT RIVER ROAD WATER RECLAMATION FACILITY

This item considers the purchase of a Gorman-Rupp trailer-mounted, diesel-powered, self-priming water pump for use at the River Road Water Reclamation Facility.

Award to: Zone Industries (Buyboard #672-22)

Amount: \$63,483.00

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

8.YY. CONSIDER PURCHASE - LICENSE PLATE READERS FOR THE AMARILLO REGIONAL CRIME CENTER

This item considers the purchase of a subscription-based solution for the expansion of fixed License Plate Readers. Twenty (20) cameras will be installed near interstate highways to support the Amarillo Regional Crime Center (ARCC).

Award to: Insight Public Sector, Inc. (Omnia Contract Number: 23-6692-03 [Cobb County])

Amount: \$105,400.00

Funding Source: This purchase will be grant funded by FY24 COPS Technology

and Equipment Program.
Is the item budgeted? Yes

(Contact: Martin Birkenfeld, Chief of Police)

9. Non-Consent Items

9.A. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8171

This item is a public hearing and first reading of an ordinance to consider the rezoning of Lot 1, Block 85, Belmar Unit No. 33, an addition to the City of Amarillo, in Section 27, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Planned Development 104 to Planned Development 104A for the construction of a building for additional storage units. (VICINITY: Danvers Dr. & Oxbow Trl.; APPLICANT/S: Barry Bedwell for Pinabetes Properties LLC)

(Contact: Brady Kendrick, Senior Planner)

9.B. CONSIDER AWARD - ANNUAL RENEWAL OF DIGITAL HUMAN AGREEMENT

This item considers the award of an agreement for digital human software.

Award to: Dell

Amount: \$553,052.00

Funding Source: General fund revenues

Is the item budgeted? Yes

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

9.C. CONSIDERATION OF ORDINANCE NO. 8172

This item is the first reading of an ordinance providing for a variance to distance regulations prohibiting the sale of alcoholic beverages within 300 feet of a public school in accordance with Texas Alcoholic Beverage Code Section 109.33(e) and Amarillo Municipal Code Section 14-3-5. (Applicant: S.E.A. MARKET; Vicinity: 34th Ave. and Georgia St.)

(Contact: Stephanie Coggins, City Secretary)

9.D. CONSIDERATION OF ORDINANCE NO. 8173

This item is the first reading of an ordinance providing for a variance to distance regulations prohibiting the sale of alcoholic beverages within 300 feet of a public school in accordance with Texas Alcoholic Beverage Code Section 109.33(e) and Amarillo Municipal Code Section 14-3-5. (Applicant: Moonwater Cafe; Vicinity: SW 6th Ave. and S Carolina St)

(Contact: Stephanie Coggins, City Secretary)

9.E. CONSIDERATION OF ORDINANCE NO. 8174

This item is the first reading of an ordinance amending the Amarillo Municipal Code to codify an amendment to the Amarillo City Charter, Article V, Section 3. The amendment was passed by voters as "Proposition E" on the ballot for the City of Amarillo November 5, 2024 Special Election.

(Contact: Stephanie Coggins, City Secretary, Bryan McWilliams, City Attorney)

9.F. CONSIDERATION OF ORDINANCE NO. 8175

This item is the first reading and consideration of an ordinance adopting a budget amendment pertaining to the Fiscal Year 2024/2025 budget to provide funding to the Community Development fund that will provide cold weather emergency assistance.

(Contact: Cole Stanley, Mayor, Jason Riddlespurger, Director of Community Development)

9.G. CONSIDERATION OF RESOLUTION NO. 12-10-24-2

This item considers a resolution approving a Water Supply Agreement with Tyson Fresh Meats, Inc.

(Contact: Floyd Hartman, Assistant City Manager)

9.H. CONSIDER APPOINTMENT - AMARILLO ANIMAL MANAGEMENT AND WELFARE ADVISORY BOARD MEMBER

This item considers the appointment of an individual to the Animal Management and Welfare Advisory Board.

(Contact: Victoria Medley, Director of Animal Management and Welfare, Stephanie Coggins, City Secretary)

9.I. CONSIDER APPOINTMENT - AMARILLO HOSPITAL DISTRICT BOARD OF MANAGERS MEMBER

This item considers the appointment of an individual to the Amarillo Hospital District Board of Managers.

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

9.J. CONSIDER APPOINTMENT - EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE #2 BOARD OF DIRECTORS MEMBER

This item considers the appointment of an individual to the East Gateway Tax Increment Reinvestment Zone #2 Board of Directors.

(Contact: Drew Brassfield, Assistant Director of Planning, Stephanie Coggins, City Secretary)

9.K. CONSIDER APPROVAL - AMARILLO ECONOMIC DEVELOPMENT CORPORATION (AEDC) EXPENDITURE REQUEST

This item considers a request from AEDC to approve \$724,994.63 in expenditures.

(Contact: Kevin Carter, Amarillo Economic Development Corporation)

9.L. CONSIDERATION OF RESOLUTION NO. 12-10-24-3

This item considers a resolution amending the Amarillo Economic Development Corporation (AEDC) budget for the fiscal year 2024/2025 to authorize an increase in the marketing budget of a not to exceed amount of \$50,000, which will be used to design two gateway monument signs to be located on Interstate 40 entering Amarillo from both the east and west. (Contact: Kevin Carter, Amarillo Economic Development Corporation)

10. 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 7th day of December 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: December 10, 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 November 12, 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_11_12 Work_Session



Amarillo City Council Work Session

November 12, 2024

11:00 AM

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

MINUTES

1. Call to Order

On November 12, 2024 the Amarillo City Council met at 11:00 AM 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 11:00 AM.

2. Agenda Items

2.A. Presentation and discussion of the operation, structure, laws and policies of Municipal Utility Districts (MUD).

3. Adjourn

Mayor Stanley adjourned the Work Session at 12:43 PM.

ATTEST:

Stephanie Coggins, City Secretary

Cole Stanley, Mayor



Agenda Transmittal Memo

Date: December 10, 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 November 12, 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_11_12 Regular Meeting



Amarillo City Council Regular Meeting

November 12, 2024

3:00 PM

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

MINUTES

1. Call to Order

On November 12, 2024 the Amarillo City Council met at 3:00 PM for a Regular Meeting held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

Also in attendance were the following administrative officials:

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 3:02 PM.

2. Invocation Damon Stuart, Cornerstone Outreach

Bryan Van Meter, Amarillo Fire Department Chaplain, gave the 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. Children's Grief Awareness Day

Councilmember Craft read a proclamation for "Children's Grief Awareness Day" and it was accepted by members of the Hope and Healing Place.

5.B. National American Indian Heritage Month

Councilmember Simpson read a proclamation for "National American Indian Heritage Month", and it was accepted by Ann Tyson and members of the Molly Goodnight Chapter of the Daughters of the American Republic.

5.C. National Adoption Day

Councilmember Tipps read a proclamation for "National Adoption Day", and it was accepted by members of Saint Francis Ministries.

6. Recognition

6.B. Dr. William Hallerberg

Floyd Hartman shared comments and City Council recognized Dr. William "Bill" Hallerberg for his service to the City of Amarillo by serving as it's representative on the Canadian River Municipal Water Authority board of directors.

6.A. Heart Gallery of the Panhandle Plains

Mayor Stanley read a letter of recognition for the Heart Gallery of the Panhandle Plains, and it was accepted by Amy Crowley.

7. Announcements

Mayor Stanley announced a special meeting will be held November 15, 2024 at 3:00 p.m. to canvass the results of the recent election.

- 8. Public Comment** The public will be permitted to offer public comment on agenda items and items related to City business. Citizens interested in commenting may sign up online at <https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-registration-form>, by calling the City Secretary's office at (806) 378-3014, or in person in Room 303 of City Hall, 601 S. Buchanan. Citizens should 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
Lloyd Brown, of Amarillo	Citizen
Jeff Poindexter, of Amarillo	Citizen
Alexandra Tyler, of Amarillo	Citizen
Mike Fisher, of Amarillo	Citizen

James Schenck, of Amarillo Citizen
Mike Ford, of Amarillo Citizen
Lacey Epperson, of Amarillo Citizen
Tonya Winston, of Amarillo Citizen
Bobbi Frogge, of Amarillo Citizen
Noah Dawson, of Amarillo Citizen
Mayor Stanley closed public comment.

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

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

9.B. Placement of a donated ten commandments monument at new city hall

9.C. Renaming of a public facility or park in honor of the late John Ward, former Amarillo City Manager

9.D. Presentation from the City's Internal Audit department regarding an audit of Amarillo Economic Development Corporation personnel reimbursements

9.E. Request future agenda items and reports from City Manager

Councilmember Tipps asked that an item be added to the December 10th meeting to discuss and possibly vote on the AEDC budget amendment for gateway signs.

10. Consent Items It is recommended that the following items be approved and that the City Manager be authorized to execute all documents necessary for each transaction. The following items may be acted upon by one motion. No separate discussion or action on any of the items is necessary unless desired by a Councilmember, in which event the item shall be considered in its normal sequence after the items not requiring separate discussion have been acted upon by a single motion.

Mayor Stanley introduced the consent agenda and asked if anything should be removed for separate consideration.

ACTION: Motion to approve the consent agenda 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

10.A. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the work session held on October 22, 2024.

(Contact: Stephanie Coggins, City Secretary)

10.B. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the regular meeting held on October 22, 2024.

(Contact: Stephanie Coggins, City Secretary)

10.C. CONSIDER APPROVAL - MINUTES

This item considers approval of the City Council minutes for the work session held on October 23, 2024.

(Contact: Stephanie Coggins, City Secretary)

10.D. CONSIDERATION OF ORDINANCE NO. 8167

This item is a second and final reading to consider an ordinance rezoning a 203.73 acre tract of unplatted land, in Section 62, 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 Multiple-Family District 1. (VICINITY: SW 45th Ave. & Soncy Rd.; APPLICANT/S: Will Stephens for A.G. Attebury Testamentary Trust)

(Contact: Brady Kendrick, Senior Planner)

10.E. CONSIDERATION OF RESOLUTION NO. 11-12-24-1

This item considers a resolution adopting the City of Amarillo 2024 Investment Policy. Amarillo City Council is responsible for approving the investment policy annually, in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act.

(Contact: Katrina Owens, Director of Finance)

10.F. CONSIDERATION OF RESOLUTION NO. 11-12-24-2

This item considers a resolution suspending the effective date for 90 days in connection with Atmos Energy's statement of intent filed with the City of Amarillo; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.

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

10.G. CONSIDER PURCHASE - 0.459 ACRES REAL ESTATE LOCATED IN WESTGATE MALL UNIT 1

This item considers the purchase of 0.459 acres for drainage purposes and authorizes the City Manager to execute all documents necessary for the purchase of the same.

From: George R. Chapman and Karen Corp LLC.

Amount: \$20,000.00

Funding Source: Drainage utility fund revenues

Is the item budgeted? No

(Contact: Floyd Hartman, Assistant City Manager)

10.H. CONSIDER AWARD - NEW IMPROVEMENTS AGREEMENT FOR TOWN SQUARE PUBLIC IMPROVEMENT DISTRICT (PID)

This item considers the award of the Town Square Public Improvement District (PID) New Improvements Agreement for the Town Square PID installation of park areas, entryway features, irrigation, trees, and specialty lighting.

Award to: Perry Williams Contractor, LLC

Amount: \$517,103.68

Funding Source: Town Square PID property owner assessments (The City of Amarillo will not be responsible for funding any services related to this contract.)

Is the item budgeted? Yes

(Contact: Carrie Roberts, PID Coordinator)

10.I. CONSIDER PURCHASE - BALLISTIC VESTS & OUTER CARRIER PACKAGE

This item considers the purchase of body armor & outer carrier packages for the protection of police officers.

Award to: GT Distributors, Inc. (Buyboard #698-23)

Amount: \$149,020.00

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Martin Birkenfeld, Chief of Police)

10.J. CONSIDER PURCHASE - AMMUNITION

This item considers the purchase of new ammunition for officer training and replacement of older on-duty ammo.

Award to: GT Distributors (Buyboard 698-23)

Amount: \$225,513.75

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Martin Birkenfeld, Chief of Police)

10.K. CONSIDER AWARD - FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) CLEANING AND REPAIR

This item considers the award of a Firefighter PPE Cleaning and Repair annual contract. This annual contract will satisfy requirements of National Fire Protection Agency (NFPA) and Texas Commission on Fire Protection (TCFP) for annual advanced cleaning, repair, and annual inspection of structural firefighting coats and pants by a certified provider.

Award to: Lion Total Care (Sourcewell #010424-LIO)

Amount: \$55,000.00

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: David Kouba, Deputy Fire Chief)

10.L. CONSIDER AWARD - CONTRACT TO SECURE STRUCTURES LOCATED ON NE 3RD

This item considers the award of a contract to secure the existing grain elevators located on NE 3rd.

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

Amount: \$56,683.00

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Jacob Diaz, City Marshal)

10.M. CONSIDER PURCHASE - SPARE PUMPS FOR PLAYA LAKE PUMP

STATIONS

This item considers the purchase of spare pumps for all existing pump stations, to include McDonald, Bennett, T-Anchor, Martin Rd., Lawrence West, and Lawrence East. The purchase also includes one spare motor for the Bennett Lake pump station.

Award to: JCH (James, Cook, Hobson)

Amount: \$599,260.00

Funding Source: Drainage utility fund revenues

Is the item budgeted? Yes

(Contact: Donny Hooper, Assistant City Manager and Public Infrastructure Director)

10.N. CONSIDER PURCHASE - PLAYA LAKE PUMP STATION INTAKE INSPECTIONS

This item considers the purchase of sonar and dive inspections of five playa lake pump station intakes. The playa lakes to be inspected are Lawrence East, Lawrence West, Tee Anchor, Martin Road and Bennet.

Award to: Chapman Marine, Inc. (TIPC Cooperative MA-2200-NA240000161)

Amount: \$65,102.00

Funding Source: Drainage utility fund revenues

Is the item budgeted? Yes

(Contact: Donny Hooper, Assistant City Manager and Public Infrastructure Director)

10.O. CONSIDER AWARD - ASPHALT EMULSION TANK CONSTRUCTION

This item considers the award of the Asphalt Emulsion Tank construction project.

Award to: Plains Builders, Inc (TEXBUY #023-086)

Amount: \$241,514.00

Funding Source: General construction fund revenues

Is the item budgeted? Yes

(Contact: Jerry Danforth, Director of Facilities)

10.P. CONSIDER AWARD - HOT MIX ASPHALTIC CONCRETE ANNUAL CONTRACT

This item considers the award of a one-year agreement to purchase Hot-Mix asphaltic concrete, with options for three additional renewals, subject to negotiation.

Award to: Advantage Asphalt Products, Ltd.

Amount: Not to exceed \$1,780,000.00
Funding Source: General fund revenues
Is the item budgeted? Yes

(Contact: Donny Hooper, Assistant City Manager and Public Infrastructure Director)

10.Q. CONSIDER AWARD - LANDFILL ENGINEERING SERVICES CONTRACT

This item considers the award of an annual contract for professional engineering services and operational review at the City of Amarillo Landfill.

Award to: Parkhill, Inc.
Amount: \$254,300.00
Funding Source: General Funds
Is the item budgeted? Yes

(Contact: Donny Hooper, Assistant City Manager and Public Infrastructure Director)

10.R. CONSIDER PURCHASE-TRAFFIC SIGNAL POLES AND MAST ARMS

This purchase will be used to replace traffic control signal and school zone flasher poles where needed.

Award to: Valmont Industries, Inc (Buyboard #695-23)
Amount: \$77,019.00
Funding Source: CIP Signal Rebuild 411114.17400.1040
Is the item budgeted? Yes

(Contact: Donny Hooper, Assistant City Manager and Public Infrastructure Director)

10.S. CONSIDER PURCHASE - ADOBE SOFTWARE RENEWAL

This item considers the purchase of Adobe Software renewals.

Award to: Insight (State of Texas Contract #DIR-CPO-5239)
Amount: \$54,100.63
Funding Source: Various departmental operating budgets across multiple funds
Is the item budgeted? Yes

(Contact: Missy Laird, Director of Information Technology)

10.T. CONSIDER APPROVAL - CHANGE ORDER NO. 2 FOR PHASE III OF AUTOMATED METERING INFRASTRUCTURE (AMI) PROJECT

This item considers the award of a change order for the ongoing AMI project for Field Inspection Extension through 2025.

Award to: SL Serco

Amount:

Original Award	\$1,167,537.00
Previous Change Order	135,222.18
Current Change Order No. 2	<u>97,500.00</u>
Total Revised Award	\$1,400,259.18

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

10.U. CONSIDER AWARD – PURCHASE POWER MONITORING EXPERT SOFTWARE FOR OSAGE WATER TREATMENT PLANT

This agenda item outlines the proposed acquisition of Power Monitoring Expert software and appropriate hardware, which is critical for the effective monitoring of system assets and the collection of essential operational data.

Award to: Schneider Electric

Amount: \$120,360.00

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

10.V. CONSIDER PURCHASE - TRAILER MOUNTED GENERATOR FOR OSAGE WATER TREATMENT PLANT

This purchase is for a standby trailer-mounted generator to be used for operating a pump at either the High Services pump station or other pump station locations in the system in the event of a power failure, to ensure water demand is met.

Award to: Warren CAT (Buyboard #685-22)

Amount: \$71,297.87

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

10.W. CONSIDER AWARD – PURCHASE MULTIPLE PUMPS FOR RIVER ROAD WASTEWATER RECLAMATION FACILITY (RRWRF)

This item considers the award of a purchase of three pumps and one valve for for the RRWRF.

Award to: Austin Armature Works, LP (Buy Board #672-22)

Amount: \$238,544.23.

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

11. Non-Consent Items

Mayor Stanley recessed the regular meeting at 4:39 p.m.

Mayor Stanley resumed the regular meeting at 4:59 p.m.

11.A. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8168

This item is a public hearing and first reading of an ordinance considering annexing into the City of Amarillo, on petition of property owner, territory generally described as a 253.61 acre tract of unplatted land, in Section 12, Block 9, BS&F Survey, Potter County, Texas. (APPLICANT/S: North Western Development Company LLC.; VICINITY: N. Western St. & Hastings Ave.)

(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. 8168 as presented by Don Tipps, second by Les Simpson;
Motion passed with a 5:0 vote.

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

NOES: None

ABSTAIN: None

11.B. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8169

This item is a public hearing and first reading of an ordinance considering annexing into the City of Amarillo, on petition of property owner, territory generally described as a 25.77 acre tract of unplatted land, in Section 153, Block 2, AB&M Survey, Randall County, Texas. (APPLICANT/S: PEGA Development, LLC and Perry Williams Inc.; VICINITY: SE 40th Ave. & S. Mirror St.)

(Contact: Brady Kendrick, Senior Planner)

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

ACTION: Motion to adopt Ordinance No. 8169 by Don Tipps, second by Josh Craft;
Motion passed with a 5:0 vote.

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

NOES: None

ABSTAIN: None

11.C. CONSIDERATION OF ORDINANCE NO. 8170

This item is the first reading and consideration of an ordinance adopting a budget amendment pertaining to the Fiscal Year 2024/2025 budget to support the Public Health Department's proposed new women's clinic, and providing an effective date.

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

Mayor Stanley introduced the item. Ms. Storrs and Casie Stoughton, Public Health Director, presented the item.

ACTION: Motion to accept Ordinance No. 8170 as stated 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

11.D. CONSIDERATION OF RESOLUTION NO. 11-12-24-3

This item considers a resolution approving the Eastridge Community Association as a Recognized Neighborhood Association (RNA) by the City of Amarillo representing the Eastridge neighborhood plan boundary.

(Contact: Emily Koller, Director of Planning and Development Services)

Mayor Stanley introduced the item. Emily Koller, Director of Planning and Development Services, presented the item. Tommie Knox, with the Eastridge Community Association, provided comments.

ACTION: Motion to adopt Resolution No. 11-12-24-3 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.E. CONSIDERATION OF RESOLUTION NO. 11-12-24-4

This item considers a resolution to reorganize the city government organizational structure to enhance administrative efficiencies and promote governmental services. (Contact: Grayson Path, City Manager)

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

ACTION: Motion to adopt Resolution No. 11-12-24-4 as presented by Les Simpson, second by Tom Scherlen;
Motion passed with a 5:0 vote.

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

NOES: None

ABSTAIN: None

11.H. CONSIDERATION OF RESOLUTION NO. 11-12-24-7

This item considers a resolution approving amendments to the Articles of Incorporation of the Amarillo Economic Development Corporation.

(Contact: Cole Stanley, Mayor)

Mayor Stanley introduced the item. Mayor Stanley stated no action would be taken.

11.I. CONSIDERATION OF RESOLUTION NO. 11-12-24-8

This item considers a resolution relieving Andrew Hall of his duties as a director on the board of directors of the Amarillo Economic Development Corporation.

(Contact: Cole Stanley, Mayor)

Mayor Stanley introduced the item. Mayor Stanley stated no action would be taken.

11.J. CONSIDER APPOINTMENT - AMARILLO ECONOMIC DEVELOPMENT CORPORATION BOARD MEMBERS

This item considers the appointment of individuals for the Amarillo Economic Development Corporation (AEDC) Board of Directors.

(Contact: Jonni Glick, Assistant City Secretary, Kevin Carter, Amarillo Economic Development Corporation)

Mayor Stanley introduced the item. Mayor Stanley presented the item. Mayor Stanley nominated Alex Fairly to serve in a temporary capacity only until the full board is appointed. Scherlen moved to temporarily appoint Alex Fairly, and our ex Councilman back there, Howard Smith, and two councilmembers to make a board of five with Mr. Dipak being on that board. Councilmember Scherlen's motion died for a lack of second.

ACTION: Motion to appoint Alex Fairly, Howard Smith, Councilman Tipps and Councilman Craft to serve at the EDC as

temporary members of the board by Cole Stanley, second by Don Tipps;

Motion passed with a 5:0 vote.

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

NOES: None

ABSTAIN: None

11.F. CONSIDERATION OF RESOLUTION NO. 11-12-24-5

This item considers a resolution casting votes for election of members to the Potter County Appraisal District board of directors.

(Contact: Stephanie Coggins, City Secretary)

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

Councilmember Scherlen moved to accept Chip Hunt. Mr. Scherlen's motion died for lack of second.

ACTION: Motion to provide 194 votes to Chip Hunt, 194 votes to Zachary Plummer, 194 votes to Cindy Spanel, and 193 votes to Mitzi Wade by None, second by None;
Motion passed with a 4:1 vote.

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

NOES: Tom Scherlen

ABSTAIN: None

11.G. CONSIDERATION OF RESOLUTION NO. 11-12-24-6

This item considers a resolution casting votes for election of members to the Randall County Appraisal District board of directors.

(Contact: Stephanie Coggins, City Secretary)

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

ACTION: Motion to provide 199 votes to Kim Benson, 199 votes to Bob Lindsay, 199 votes to Jinger White, and 198 votes to Diane Thurman 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

11.K. CONSIDER APPOINTMENT - AMARILLO ANIMAL MANAGEMENT AND WELFARE ADVISORY BOARD MEMBERS

This item considers the appointment of individuals to the Animal Management and Welfare Advisory Board.

(Contact: Jonni Glick, Assistant City Secretary, Victoria Medley, Director of Animal Management and Welfare)

Councilmember Craft left the meeting in progress prior to this item.

Mayor Stanley introduced the item. Jonni Glick, Assistant City Secretary presented the item.

ACTION: Motion to nominate Sandra McCartt by Cole Stanley, second by Don Tipps;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

ACTION: Motion to renominate Brittney Schilling, David Martinez, and Les Simpson by Les Simpson, second by Tom Scherlen;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.L. CONSIDER APPOINTMENT - PARKS AND RECREATION BOARD MEMBERS

This item considers the appointment of individuals to the Parks and Recreation Board.

(Contact: Jonni Glick, Assistant City Secretary, Michael Kashuba, Director of Parks and Recreation)

Mayor Stanley introduced the item. Ms. Glick presented the item. Councilmember Simpson moved to reappoint Josh Craft, Robert Altman, and Shelby Massey. Mayor Stanley requested Councilmember Simpson amend his motion to remove Josh Craft and name someone else.

ACTION: Motion, as amended, to reappoint Robert Altman and Shelby Massey, and to appointment Alan Cox by Les Simpson, second by Don Tipps;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.M. CONSIDER APPOINTMENT - BEAUTIFICATION AND PUBLIC ARTS

ADVISORY BOARD MEMBERS

This item considers the appointment of individuals to the Beautification and Public Arts Advisory Board.

(Contact: Jonni Glick, Assistant City Secretary, Michael Kashuba, Director of Parks and Recreation)

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

ACTION: Motion to reappoint Stephanie Young and nominate Tommie Knox to a vacancy position by Cole Stanley, second by Don Tipps;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

ACTION: Motion to nominate Frances Frost by Les Simpson, second by Cole Stanley;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

ACTION: Motion to nominate Shanna Peoples to replace Lauren Hall by Don Tipps, second by Les Simpson;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.N. CONSIDER APPOINTMENT - LIBRARY ADVISORY BOARD MEMBERS

This item considers the appointment of individuals to the Library Advisory Board.

(Contact: Jonni Glick, Assistant City Secretary, Amanda Barrera, Director of Library Services)

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

ACTION: Motion to reappoint Christy Gagnon, John Esler, and Lillian Withrow by Les Simpson, second by Tom Scherlen;
Motion passed with a 4:0 vote.

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

NOES: None
ABSTAIN: None
ABSENT: Josh Craft

11.O. CONSIDER APPOINTMENT - ADVISORY COMMITTEE FOR PEOPLE WITH DISABILITIES MEMBERS

This item considers the appointment of individuals to the Advisory Committee for People with Disabilities.

(Contact: Jonni Glick, Assistant City Secretary, Chris Quigley, Director of Transit)

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

ACTION: Motion to nominate Darlene Martin in place of ms. Guengerich by Cole Stanley, second by Don Tipps; Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.P. CONSIDER APPOINTMENT - AMARILLO AREA PUBLIC HEALTH BOARD MEMBERS

This item considers the appointment of individuals to the Amarillo Area Public Health Board.

(Contact: Jonni Glick, Assistant City Secretary, Casie Stoughton, Director of Public Health)

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

ACTION: Motion to reappoint Kevin Hawkins by Les Simpson, second by Tom Scherlen; Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.Q. CONSIDER APPOINTMENT - AMARILLO CONVENTION AND VISITORS BUREAU BOARD MEMBERS

This item considers the appointment of individuals to the Amarillo Convention and Visitors Bureau Board.

(Contact: Jonni Glick, Assistant City Secretary, Kashion Smith, Convention & Visitors Bureau)

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

moved to appoint Serene Patel to the at-large position and reappoint Tom Scherlen to the Council. Kashion Smith, CVB Executive Director, stated that Serene Patel does not qualify for the at-large position because she is a hotelier. Mayor Stanley withdrew his motion.

ACTION: Motion to accept Angela Eggers and reappoint Tom Scherlen by Tom Scherlen, second by Les Simpson;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.R. CONSIDER APPOINTMENT - AMARILLO HOSPITAL DISTRICT BOARD OF MANAGERS MEMBERS

This item considers the appointment of individuals to the Amarillo Hospital District Board of Managers.

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

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

ACTION: Motion to appoint Michael Alexander and Michelle Bonner back to the board by Don Tipps, second by Cole Stanley;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

ACTION: Motion to appoint Rof Haversong to the position for Laura Street by Cole Stanley, second by Don Tipps;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.S. CONSIDER APPOINTMENT - AMARILLO LOCAL GOVERNMENT CORPORATION BOARD MEMBERS

This item considers the appointment of individuals to the Amarillo Local Government Corporation.

(Contact: Jonni Glick, Assistant City Secretary, Andrew Freeman, Deputy City Manager and Public Safety Director)

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

ACTION: Motion to reappoint Alfonso Zambrano, Cole Stanley, Gary Jennings and Jennifer Gallardo by Les Simpson, second by Don Tipps;

Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

ACTION: Motion to appoint Jay Brent in place of Mr. Smith, who's not able to serve any longer by Cole Stanley, second by Don Tipps;

Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.T. CONSIDER APPOINTMENT - AMARILLO-POTTER EVENTS VENUE DISTRICT BOARD MEMBERS

This item considers the appointment of individuals to the Amarillo-Potter Events Venue District.

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

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

ACTION: Motion to reappoint Tod Mayfield by Les Simpson, second by Don Tipps;

Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.U. CONSIDER APPOINTMENT - BOARD OF REVIEW FOR LANDMARKS, HISTORIC DISTRICTS, AND DOWNTOWN DESIGN MEMBERS

This item considers the appointment of individuals to the Board of Review for Landmarks, Historic Districts, and Downtown Design.

(Contact: Jonni Glick, Assistant City Secretary, Emily Koller, Director of Planning and Development Services)

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

ACTION: Motion to renominate Cindy Boler for a one-year term to coincide with Alan Cox; renominate Devin Savage, Gary Jennings, and Greg Bliss for a two-year term; renominate Mike Ritter, Stephanie Daggett (alternate), and Wesley Knapp for a three-year term by Don Tipps, second by Les Simpson;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.V. CONSIDER APPOINTMENT - COMMUNITY DEVELOPMENT ADVISORY COMMITTEE MEMBERS

This item considers the appointment of individuals to the Community Development Advisory Committee.

(Contact: Jonni Glick, Assistant City Secretary, Jason Riddlespurger, Director of Community Development)

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

ACTION: Motion to nominate Lee Studer to replace Amanda G Holcomb by Cole Stanley, second by Don Tipps;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

ACTION: Motion to nominate Chip Hunt to replace Margaret (Meg) Dejong-Shier by Tom Scherlen, second by Cole Stanley;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.W. CONSIDER APPOINTMENT - PLANNING AND ZONING COMMISSION MEMBERS

This item considers the appointment of individuals to the Planning and Zoning Commission.

(Contact: Jonni Glick, Assistant City Secretary, Emily Koller, Director of Planning and Development Services)

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

ACTION: Motion to reappoint Landon Moreland, Jason Ault and Cindi Bulla by Les Simpson, second by Don Tipps;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.X. CONSIDER APPOINTMENT - MEMBERS TO CENTER CITY TAX INCREMENT REINVESTMENT ZONE #1 BOARD OF DIRECTORS

This item considers the appointment of individuals to the Center City Tax Increment Reinvestment Zone #1 Board of Directors.

(Contact: Jonni Glick, Assistant City Secretary, Drew Brassfield, Assistant Director of Planning)

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

ACTION: Motion to reappoint Amy E Rainey by Don Tipps, second by Les Simpson;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.Y. CONSIDER APPOINTMENT - MEMBERS TO EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE #2 BOARD OF DIRECTORS

This item considers the appointment of individuals to the East Gateway Tax Increment Reinvestment Zone #2 Board of Directors.

(Contact: Jonni Glick, Assistant City Secretary, Drew Brassfield, Assistant Director of Planning)

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

ACTION: Motion to reappoint Tracy Shea by Don Tipps, second by Les Simpson;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

ACTION: Motion to table the item by Cole Stanley, second by Don

Tipps;
 Motion passed with a 4:0 vote.

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

ACTION: Motion to appoint Joanne Garcia Flores to a three-year term beginning January 1, 2025 by Cole Stanley, second by Don Tipps;
 Motion passed with a 4:0 vote.

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

11.Z. CONSIDER APPOINTMENT - MEMBERS TO SOUTH GATEWAY TAX INCREMENT REINVESTMENT ZONE #3 BOARD OF DIRECTORS

This item considers the appointment of individuals to the South Gateway Tax Increment Reinvestment Zone #3 Board of Directors.

(Contact: Jonni Glick, Assistant City Secretary, Drew Brassfield, Assistant Director of Planning)

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

ACTION: Motion to appoint Trent Morgan by Cole Stanley, second by Don Tipps;
 Motion passed with a 4:0 vote.

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

11.AA. CONSIDER APPOINTMENT - ZONING BOARD OF ADJUSTMENT

This item considers the appointment of individuals to the Zoning Board of Adjustment.

(Contact: Jonni Glick, Assistant City Secretary, Justin Oppel, Development Customer Services Coordinator)

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

ACTION: Motion to reappoint Chris Rhynehart, Craig davis, JC Mathis, Paul French, and Trent Morgan as the alternate by Don Tipps, second by Les Simpson;
 Motion passed with a 4:0 vote.

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

11.BB. CONSIDER APPOINTMENT - CONSTRUCTION ADVISORY AND APPEALS COMMISSION MEMBERS

This item considers the appointment of individuals to the Construction Advisory and Appeals Commission.

(Contact: Jonni Glick, Assistant City Secretary, Johnny Scholl, Building Official)

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

ACTION: Motion to
reappoint Gary Ward, Jim Banes, Russ Glaze, Ryan Huseman,
and Tom Roller by Les Simpson, second by Don Tipps;
Motion passed with a 4:0 vote.

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

11.CC. CONSIDER APPOINTMENT - CONDEMNATION APPEALS COMMISSION MEMBERS

This item considers the appointment of individuals to the Condemnation Appeals Commission.

(Contact: Jonni Glick, Assistant City Secretary, Jacob Diaz, City Marshal)

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

ACTION: Motion to reappoint Richard Constancio by Cole Stanley,
second by Les Simpson;
Motion passed with a 4:0 vote.

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

11.DD. CONSIDER APPOINTMENT - COLONIES PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD MEMBERS

This item considers the appointment of individuals to the Colonies Public Improvement District Advisory Board.

(Contact: Jonni Glick, Assistant City Secretary, Carrie Roberts, PIDs Coordinator)

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

ACTION: Motion to reappoint Trey Wilkinson, Clark Damon, Jason Burr, Josh Langham, and Luke Austin by Les Simpson, second by Don Tipps;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.EE. CONSIDER APPOINTMENT - HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD MEMBERS

This item considers the appointment of individuals to the Heritage Hills Public Improvement District Advisory Board.

(Contact: Jonni Glick, Assistant City Secretary, Carrie Roberts, PIDs Coordinator)

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

ACTION: Motion to reappoint Aaron Johnson, Kevin Tolk Persons, Perry Williams, Scott Walton, and Seth Williams by Don Tipps, 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

ABSENT: Josh Craft

11.FF. CONSIDER APPOINTMENT - PINNACLE PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD MEMBERS

This item considers the appointment of individuals to the Pinnacle Improvement District Advisory Board.

(Contact: Jonni Glick, Assistant City Secretary, Carrie Roberts, PIDs Coordinator)

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

ACTION: Motion to appoint Cleveland Turner, Marc Franklin, and Wendell Davies by Les Simpson, second by Cole Stanley;
Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.GG. CONSIDER APPOINTMENT - POINT WEST PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD MEMBERS

This item considers the appointment of individuals to the Point West Public Improvement District Advisory Board.

(Contact: Jonni Glick, Assistant City Secretary, Carrie Roberts, PIDs Coordinator)

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

ACTION: Motion to reappoint Alkesh Patel, Kevin Carter, Nathan Morrow, and Tim Ingalls by Don Tipps, second by Les Simpson;

Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.HH. CONSIDER APPOINTMENT - QUAIL CREEK PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD MEMBERS

This item considers the appointment of individuals to the Quail Creek Public Improvement District Advisory Board.

(Contact: Jonni Glick, Assistant City Secretary, Carrie Roberts, PIDs Coordinator)

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

ACTION: Motion to reappoint Stephen Akeroyd and Trena Santee by Cole Stanley, second by Tom Scherlen;

Motion passed with a 4:0 vote.

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

NOES: None

ABSTAIN: None

ABSENT: Josh Craft

11.II. CONSIDER APPOINTMENT - TOWN SQUARE PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD MEMBERS

This item considers the appointment of individuals to the Town Square Public Improvement District Advisory Board.

(Contact: Jonni Glick, Assistant City Secretary, Carrie Roberts, PIDs Coordinator)

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

ACTION: Motion to reappoint Chris Rhynehart, Kevin Golden, Noah Williams, Seth Williams, and Tiffany Hooker by Don Tipps, second by Les Simpson;

Motion passed with a 4:0 vote.

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

**11.JJ. CONSIDER APPOINTMENT - TUTBURY PUBLIC IMPROVEMENT DISTRICT
ADVISORY BOARD MEMBERS**

This item considers the appointment of individuals to the Tutbury Public Improvement District Advisory Board.

(Contact: Jonni Glick, Assistant City Secretary, Carrie Roberts, PIDs Coordinator)

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

ACTION: Motion to reappoint Cathy Bailey, Richard Drake,
and Theresa Cruz by Cole Stanley, second by Don Tipps;
Motion passed with a 4:0 vote.

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

**11.KK. CONSIDER APPOINTMENT - VINEYARDS PUBLIC IMPROVEMENT
DISTRICT ADVISORY BOARD MEMBERS**

This item considers the appointment of individuals to the Vineyards Public Improvement District Advisory Board.

(Contact: Jonni Glick, Assistant City Secretary, Carrie Roberts, PIDs Coordinator)

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

ACTION: Motion to reappoint Kent Meyer, Thomas Nielsen, Tom
Nielsen, Jr., Larry Teague, and Shawn D. Venhaus by Les
Simpson, second by Tom Scherlen;
Motion passed with a 4:0 vote.

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

12. Adjourn

Mayor Stanley adjourned the Regular Meeting at 7:22 PM.

ATTEST:

Stephanie Coggins, City Secretary

Cole Stanley, Mayor



Agenda Transmittal Memo

Date: December 10, 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 November 15, 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_11_15 Special Meeting



Amarillo City Council Special Meeting

November 15, 2024

3:00 PM

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

MINUTES

1. Call to Order

On November 15, 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 2 Don Tipps
Councilmember, Place 3 Tom Scherlen
Councilmember, Place 4 Les Simpson
Absent was Councilmember, Place 1 Josh Craft.

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. Mayor Stanley invited the public to give comment, and no one presented to speak.

2. Agenda Items

2.A. CONSIDER RESOLUTION NO. 11-15-24-1

This item considers a resolution canvassing the returns and declaring the results of the special election held on November 5, 2024. (Contact: Stephanie Coggins, City Secretary)

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

ACTION: Motion to accept Resolution No. 11-15-24-1 as presented by Tom Scherlen, second by Les Simpson;
Motion passed with a 4:0 vote.

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

NOES:	None
ABSTAIN:	None
ABSENT:	Josh Craft

3. Adjourn

Mayor Stanley adjourned the Special Meeting at 3:02 PM.

ATTEST:

Stephanie Coggins, City Secretary

Cole Stanley, Mayor



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Business Friendly Community
Department: Planning and Development Services
Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8168

This item is a second and final reading of an ordinance considering annexing into the City of Amarillo, on petition of property owner, territory generally described as a 253.61 acre tract of unplatted land, in Section 12, Block 9, BS&F Survey, Potter County, Texas. (APPLICANT/S: North Western Development Company LLC.; VICINITY: N. Western St. & Hastings Ave.)

Agenda Item Summary: Purpose: This item is a property owner-initiated annexation of approximately 253.61 acres of land to be brought into the city limits in Potter County, Texas. The land is undeveloped and is proposed to be developed with a single-family subdivision that includes an estimated total of 1,587 dwellings in addition to community open space. Approximately six acres of mixed-use development are also proposed.

Process: City Council considered a resolution on October 22, 2024 setting the date for the public hearing on the proposed annexation for this meeting (November 12, 2024) and authorized 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 December 10. If approved, the agreed service plan executed by the applicant and City Manager becomes binding.

Staff notes that if this annexation is approved, a property will be entirely surrounded by the City Limits. In situations where a proposed annexation would propose to surround an area by the City Limits, State Law (Local Government Code Section 43.057) states the governing body of the City must find that surrounding the area is in the public interest before completing the annexation. State law in general states that annexations must be property owner initiated. The owner of the property in question was not interested in annexation when approached by representatives for the applicant. City Staff notes that the property in question would be able to request annexation and begin receiving city services at a later date if the owner decided they wanted to be annexed.

Services: Currently, the property is not served with water mains or sanitary sewer mains. The developer will be responsible for extending sewer mains to the property to serve the development. Regarding water service, a city-funded water main extension project that was funded in the recently

approved City budget will extend a water main up Western Street to Hastings Avenue and will then continue down Hastings to Broadway Drive which will complete a water loop and improve water service for the northwest side of the City. The developer will gain water service for the development from the just-noted extension project. The developer will be responsible for the construction of water and sewer mains within the proposed subdivision upon development.

Regarding emergency services, all but 11.7 acres of the site is within the 4-minute response time of Fire Station 11 and approximately two-thirds of the area is covered by the 1.5 mile ISO coverage area for Station 11. Additional development and annexations in this area will eventually necessitate the construction of a new fire station in this area. For the police department, upon full build out of the area, approximately four additional officers and two additional patrol units will be needed based on the estimated population growth from the development. Additionally, it is also noted that an additional outdoor warning siren would be needed for this area as development continues.

Animal Management and Welfare Services estimates that they will need at least one additional officer and vehicle to cover the anticipated additional calls for service generated by the annexation. Regarding solid waste service, the developer will be paying \$400,000 to cover the pro-rated share of new solid waste equipment to serve the area. The \$400,000 will be paid in 10 annual payments if the annexation is approved.

Upon annexation, the City will begin to collect property taxes from the area. Because the area is currently located within the Potter County Assistance District 1 which was passed in 2018 by Potter County voters, the City will not collect future sales taxes from this area as Potter County designates the full 2% sales tax to the assistance district, which already meets the local cap as it exists.

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 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 this writing, 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. 8168
2. Exhibit A to Ordinance 8168 resized
3. Exhibit B to Ordinance 8168 resized
4. Location Map for Ordinance 8168
5. Development Layout Proposal to Ordinance 8168

ORDINANCE NO. 8168

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, IN POTTER COUNTY, TEXAS, ON PETITION OF PROPERTY OWNERS, TERRITORY GENERALLY DESCRIBED AS A 253.61 ACRE TRACT OF LAND LOCATED IN SECTION 12, BLOCK 9, BS&F SURVEY, POTTER COUNTY, TEXAS; DESCRIBING THE TERRITORY ANNEXED; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; APPROVING A SERVICE PLAN THEREFORE; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS OF SAID TERRITORY; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

SECTION 7. Filing of Ordinance. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Potter County, Texas, the County Tax Assessor of Potter County, Texas, the Potter-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 12th day of November 2024; and PASSED on Second and Final Reading on this the 10th day of December 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

NOTE:
P.O.B. = POINT OF BEGINNING.

● = 1/2" iron rod w/yellow cap inscribed "RPLS 4263" set unless otherwise noted.

Bearings based on U.S. State Plane of 1983 - Texas North.

Distances shown are ground distances.

Scale Factor: 1.0002507.



STATE OF TEXAS

COUNTY OF COLLINGSWORTH : 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 23rd day of September,
A.D.: 2022.




Richard E. Johnson
Registered Professional
Land Surveyor #4263

	<i>Line Table</i>	
①	S. 00° 08' 10" W. - 562.78'	
②	S. 06° 57' 55" W. - 1251.76'	
③	S. 00° 05' 49" W. - 100.06'	
④	S. 06° 42' 04" E. - 251.88'	
⑤	S. 00° 06' 45" W. - 196.76'	
⑥	N. 89° 51' 31" W. - 777.92'	
⑦	S. 00° 08' 37" W. - 560.26'	
⑧	S. 89° 52' 05" E. - 778.10'	
⑨	S. 00° 09' 13" W. - 295.32'	
⑩	S. 02° 21' 19" E. - 471.60'	

No abstract of title or title commitment was provided to this surveyor for this plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property. Record documents, other than those shown on this plat, may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.

A Plat of a 253.61 acre tract of land out of Section 12,
Block 9, B. S. & F. Survey, Potter County, Texas

OJD Engineering, LLC
Consulting Engineers & Surveyors

Exhibit B

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF AMARILLO, TEXAS AND NORTH WESTERN DEVELOPMENT COMPANY LLC

This Municipal Services Agreement ("Agreement") is entered into on 27th day of October, 2024, by and between the City of Amarillo, Texas, a home-rule municipality of the State of Texas, ("City") and North Western Development Company, LLC ("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 Potter County, Texas, which consists of approximately 253.61 +/- 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 have 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 No. 11, located at 2401 N Coulter. There is a portion of this project

that will be inside of the current FS#11 ISO circle. Fire prevention and fire inspection activities will be provided by the Fire Marshal's office as needed.

In order to fully encompass the area proposed for annexation within a typical 1.5 mile ISO coverage area, a new fire station will be required. The City of Amarillo will be responsible for coordinating the funding to construct the above-mentioned fire station. Construction of said fire station will begin upon adequate resources being available for construction and operation of said fire station. The approximate cost of a new one company fire station would be \$8,956,341 with annual personnel and operating cost being approximately \$1,463,211.

POLICE

Existing Services:

None

Services to be Provided:

Upon annexation, the City of Amarillo Police Department will extend routine patrols and response to calls for service to the area. Police Department activities to serve the area upon annexation will require four additional police officer positions and two additional police patrol vehicles upon completion of buildout.

After annexation, and when construction begins, the department will be expected to begin patrols, this can likely occur within existing resources. As home construction is completed and occupation begins, calls for service can be expected at a rate .46 calls per resident. Our recommendation will be to incrementally add officers and vehicles to cover this area with a total of four new officers and two new police vehicles being needed by year ten of the build out.

BUILDING SAFETY

Existing Services:

None

Services to be Provided:

The Department of Building Safety will provide plan review and inspection services upon annexation and/or as development warrants. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Amarillo.

PLANNING AND ZONING

Existing Services:

None

Services to be Provided:

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

PARKS & RECREATION

Existing Services:

None

Services to be Provided:

The Parks and Recreation Master Plan requires 2.2 acres of developed park land per 1,000 residents. The preferred method of complying with park land dedication is through dedicating improved parks within a proposed subdivision. The estimated number of residents at full buildout is 4,016 equating to the need for 8.83 acres of park land. The annexed area proposes 4.1 acres of park land and 52.6 acres of community open space including detention indicating the annexed area will meet the requirements for developed park land. These areas are expected to be maintained by a Public Improvement District. As such, no services will be provided from the Parks and Recreation Department upon annexation.

If a park is dedicated, the City will be responsible for maintenance following the completion of park improvements.

LIBRARY

Existing Services:

None

Services to be Provided:

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

ENV. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services:

Sanitary nuisances (limited), OSSF

Services to be Provided:

The Amarillo Area Public Health District will continue to provide all programs currently offered to the District (Sanitary nuisances, OSSF, Food Hygiene, Rec. Water, Group Care). The department will implement the control of vectors (mosquito control) upon annexation.

ANIMAL MANAGEMENT AND WELFARE SERVICES

Existing Services:

None

Services to be Provided:

Animal Management and welfare services will be provided to the area upon annexation. Upon development of this area with the anticipated use, 1 additional Animal Management officer and 1 additional Animal Management unit will be needed by year 3 and additional 1 officer/unit every 3 years of continued development.

PUBLIC RIGHT-OF-WAY

Existing Services:

None

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

The only street currently within the annexation area is Western St., which is a TxDOT highway, and they will maintain control of this roadway. The developer will need to contact TxDOT for any requirements they may have for improvements to Western St.

Upon development, the street that intersects Hester Road needs to meet the offset requirements with Duck Street.

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

STORM WATER MANAGEMENT

Existing Services:

None

Services to be Provided:

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

Any drainage toward Western St. will have to comply with TxDOT drainage requirements and may require detention ponds to meet compliance.

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

STREET LIGHTING

Existing Services:

None

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

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

TRAFFIC ENGINEERING

Existing Services:

None

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

Traffic signing will be placed as development occurs and at appropriate locations. Signing will include Stops, Yields, Do Not Enter, 1-Way, and Speed Limit as required.

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

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

WATER SERVICE

Existing Services:

None

Services to be Provided:

The area proposed for annexation is not currently served. The nearest currently-available point of service is a 12" water main at the northwest corner of Fairway Drive and Western Street. The city will construct water lines connecting Fairway Drive to Hastings Avenue along Western Street and connecting Western Street to Broadway Drive along Hastings Avenue. These lines will be appropriately sized as needed. After that construction, the point of service will be along Western Street. Construction of any other offsite water line improvements required to meet the annexation area's needs, consistent with the city's water system master plan, will be the responsibility of the developer.

Developers will provide water infrastructure at their own expense within the subdivision. Design and construction of all water infrastructure facilities shall comply fully with all City of Amarillo development standards. A looped water line serving the proposed development will be required. The water system must meet TCEQ requirements for minimum pressure as well as not exceeding maximum pressure required to stay within safe operational limits.

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

SANITARY SEWER SERVICE

Existing Services:

None

Services to be Provided:

The area proposed for annexation is not currently served.

The nearest currently available point of service is an 18" sewer main along the west side of the railroad tracks, adjacent to Quail Boulevard. Construction of offsite sanitary sewer improvements will be the responsibility of the developer.

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

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

SOLID WASTE SERVICES

Existing Services:

None

Services to be Provided:

After annexation, 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.

The owner's pro-rated share of new solid waste equipment will be \$400,000. Payments shall be made in ten (10) equal payments of \$40,000 with the first payment due within eight (8) months of City Council approval of annexation and the remaining payments due annually, upon the anniversary date of the first payment. Payment shall be remitted, upon receipt of invoice, to City of Amarillo, Attn: CFO, P.O. Box 1971, Amarillo, Texas 79105.

TRANSIT

Existing Services:

None

Services to be Provided:

At this time, there are no plans to offer service to the proposed annexation area. As the residential community in that area expands, our transit service will assess the potential demand, connectivity, and additional resources needed for transportation. We remain attentive to the evolving needs of the community and will consider providing service accordingly.

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 except for the need for an additional outdoor warning siren. The area currently has insufficient outdoor warning siren coverage and will require installation of an additional siren. Cost of maintenance of sirens located inside of the City limits to include this additional siren will be the responsibility of the City.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Amarillo's established policies governing extension of municipal services to newly annexed areas.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of service.

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(s) 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.

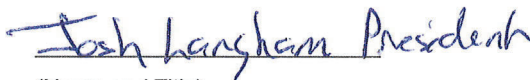
14. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City,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

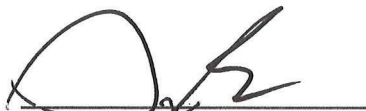


North Western Development Company LLC



(Name and Title)

Date: 10.10.2024

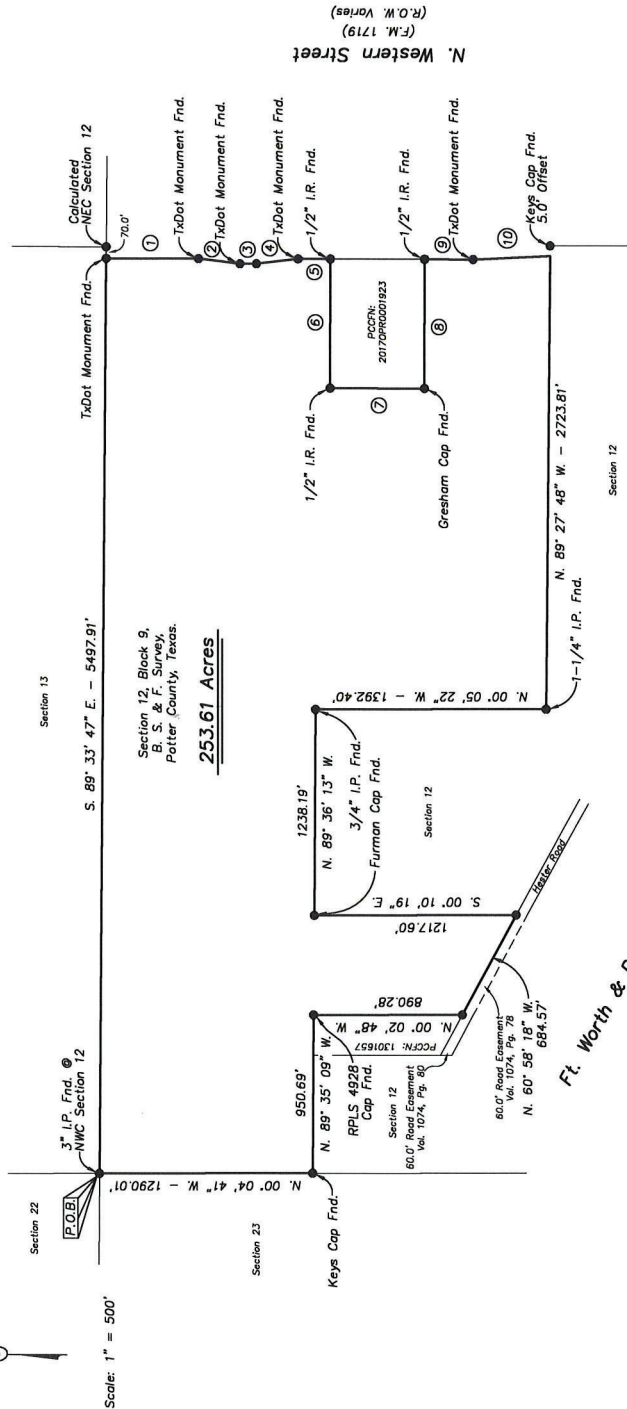


Grayson Path, City Manager
City of Amarillo, Texas

Date: 10/12/2024

Exhibit A

NOTE:
P.O.B. = POINT OF BEGINNING.
● = 1/2" iron rod w/yellow cap inscribed "RPLS 4263" set unless otherwise noted.
Bearings based on U.S. State Plane of 1983 - Texas North.
Distances shown are ground distances.
Scale Factor: 1.0002507.



STATE OF TEXAS
COUNTY OF COLLINGSWORTH
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 23rd day of September, A.D., 2022.



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

Line Table

①	= S. 00° 08' 10" W. - 562.78'
②	= S. 06° 57' 55" W. - 251.76'
③	= S. 00° 05' 49" W. - 100.06'
④	= S. 06° 42' 04" E. - 251.88'
⑤	= S. 00° 06' 45" W. - 196.76'
⑥	= N. 89° 51' 31" W. - 777.92'
⑦	= S. 00° 08' 37" W. - 560.26'
⑧	= S. 89° 52' 05" E. - 778.10'
⑨	= S. 00° 09' 13" W. - 295.32'
⑩	= S. 02° 21' 19" E. - 471.60'

A Plat of a 253.61 acre tract of land out of Section 12, Block 9, S. & F. Survey, Potter County, Texas

SCALE: 1" = 500'

DATE: September 2022

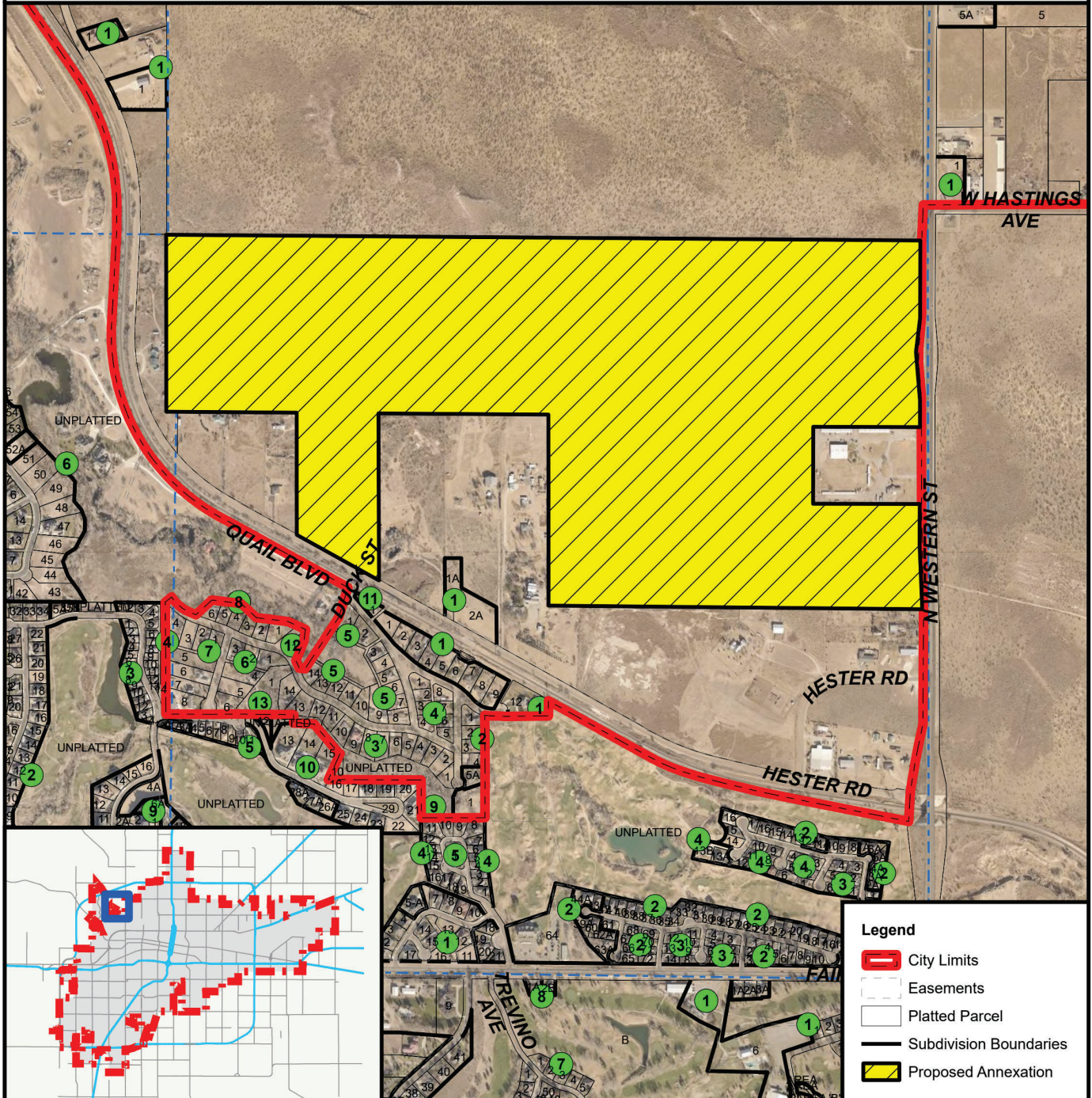
Firm No. 10090900

QED Engineering, LLC
Consulting Engineers & Surveyors

DRAWING NUMBER

No abstract of title or title commitment was provided to this surveyor for this plat. Any record research done by this surveyor was made only for the purpose of determining the record status of the land shown on this plat. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.

PROPOSED ANNEXATION OF 253.61 ACRES



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 1,000 Feet
Date: 10/14/2024
Case No: A-24-03



Annexation of a 253.61 acre tract of unplatted land, in Section 12, Block 9, BS&F Survey, Potter County, Texas

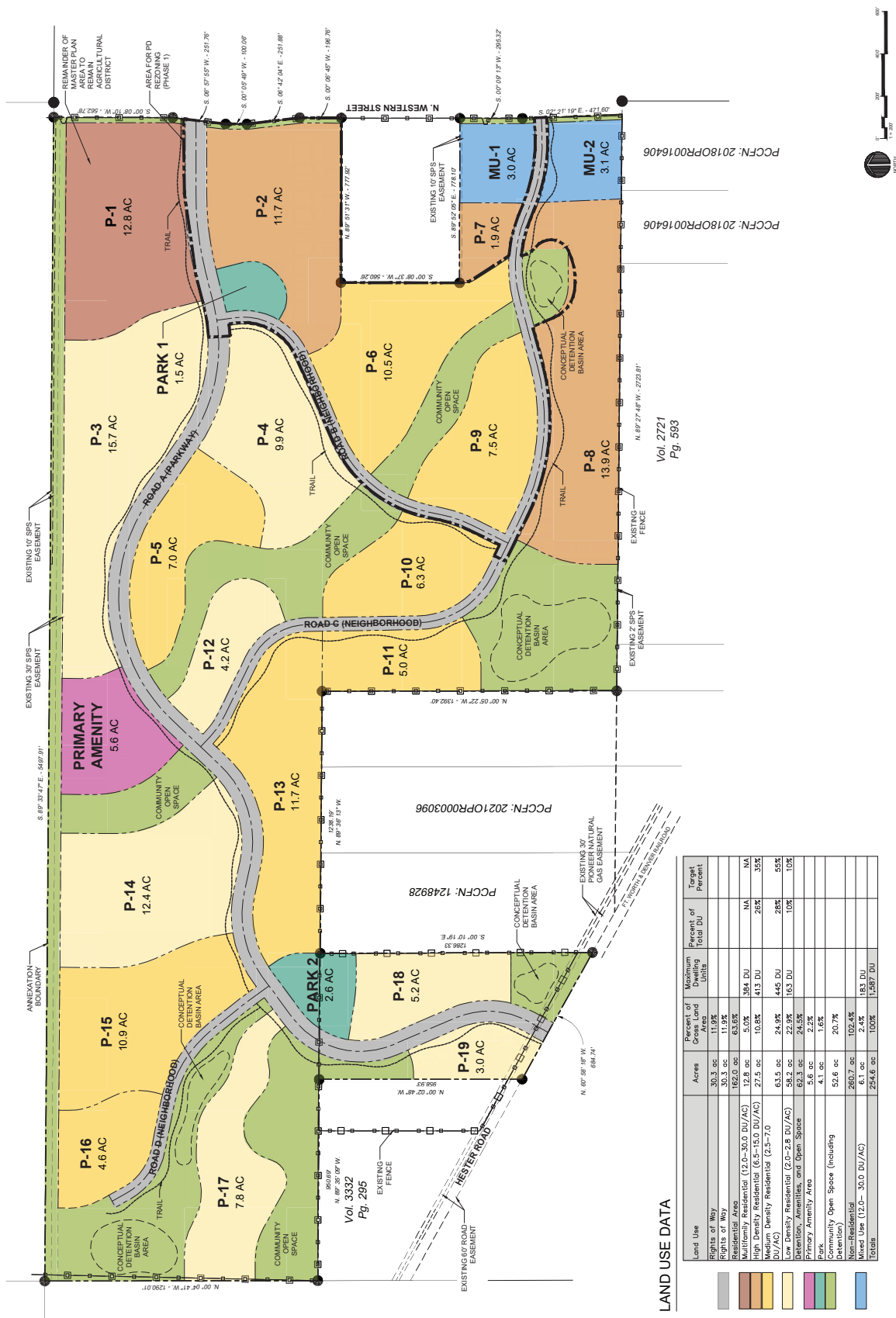
Vicinity: Western Street and Hester Road.

Applicant: North Western Development Company, LLC

AP: K-9

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

NORTH WESTERN STREET PROPERTY
PLANNED DEVELOPMENT SITE PLAN
SECTION 12 BLOCK 9, B. S. & F. SURVEY, POTTER COUNTY, TX



Land Use	Acres	Percent of Cross Land Area	Maximum Dwelling Units	Percent of Total DU	Target Percent
Single-Family Detached	30.3 ac	1.19%	384 DU	28%	35%
Single-Family Attached	11.9 ac	0.46%	445 DU	28%	55%
Medium Density Residential	162.0 ac	6.34%	413 DU	28%	10%
High Density Residential	12.8 ac	0.50%	445 DU	28%	35%
Community Open Space (including Detention)	52.6 ac	2.07%	183 DU	13%	10%
Non-Residential	260.7 ac	102.4%			
Mixed Use (12.0 - 30.0 DU/Ac)	6.1 ac	2.4%			



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Business Friendly Community
Department: Planning and Development Services
Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8169

This item is a second and final reading of an ordinance considering annexing into the City of Amarillo, on petition of property owner, territory generally described as a 25.77 acre tract of unplatted land, in Section 153, Block 2, AB&M Survey, Randall County, Texas. (APPLICANT/S: PEGA Development, LLC and Perry Williams Inc.; VICINITY: SE 40th Ave. & S. Mirror St.)

Agenda Item Summary: Purpose: This item is a property owner-initiated annexation of approximately 25.77 acres of land to be brought into the city limits in Randall County, Texas. The land is undeveloped and is proposed to be developed with a single-family subdivision that would contain 78 single-family homes in the area proposed for annexation.

Process: City Council considered a resolution on October 22, 2024 setting the date for the public hearing on the proposed annexation for this meeting (November 12, 2024) and authorized 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 December 10. If approved, the agreed service plan executed by the applicant and City Manager becomes binding.

Services: Regarding utility service, the area proposed for annexation has access to existing water and sanitary sewer mains. The developer will be responsible for the construction of mains within the area of annexation to serve future development.

For emergency services, the police department stated that patrols could be extended to the area within the current budget appropriation. The fire department stated that the area is currently not served within a 4-minute response time from the closest fire station and approximately 30% of the area is within the 1.5 mile ISO circle for Fire Station #5. A new fire station would be needed to serve the entirety of the area within a 4-minute response window and to have the area fully covered by a 1.5 mile ISO circle, especially if development along the Osage Street corridor continues as much of the existing residential development along Osage south of SE 44th Avenue faces the same fire coverage challenges.

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.

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 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 this writing, one phone call has been received. The caller had questions about what was planned for the area and once explained, no further comments or opposition to the request were expressed.

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. 8169
2. Exhibit A to Ordinance 8169 resized
3. Exhibit B to Ordinance 8169 resized
4. Location Map to Ordinance 8169
5. Development Layout to Ordinance 8169

ORDINANCE NO. 8169

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, IN RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNERS, TERRITORY GENERALLY DESCRIBED AS A 25.77 ACRE TRACT OF LAND LOCATED IN SECTION 153, BLOCK 2, AB&M 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 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 November 12, 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 pro rata part of taxes levied by the City of Amarillo.

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

SECTION 7. Filing of Ordinance. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Potter County, Texas, the County Tax Assessor of Potter County, Texas, the Potter-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 12th day of November 2024; and PASSED on Second and Final Reading on this the 10th day of December 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Exhibit A

DESCRIPTION

A 25.77+/- acre tract of land out of Section 153, Block 2, A.B.&M. Survey, Randall County, Texas, being a portion of those certain tracts of land being describe in those certain instruments recorded under Clerk's File No.s 2006009900 and 2020008694 of the Official Public Records of Randall County, Texas. Said 25.77+/- acre tract of land being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap (5377) found at the intersection of the existing City Limit line of the City of Amarillo and the South Right-of-Way line of S.E. 40th Avenue as dedicated per plat of Tradewind Air Park Unit No. 6, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 04 13749 of the Official Public Records of Randall County, Texas, for the Southeast corner of said Tradewind Air Park Unit No. 6, same being the most East Northeast corner of this tract of land;

THENCE S. 00° 03' 32" E. 635.00 feet along the existing City Limit line of the City of Amarillo to the most East Southeast corner of this tract of land;

THENCE S. 89° 56' 14" W. 262.60 feet to an interior corner of this tract of land;

THENCE S. 00° 03' 32" E. 490.60 feet to the most South Southeast corner of this tract of land;

THENCE S. 89° 56' 14" W. 787.40 feet to the Southwest corner of this tract of land;

THENCE N. 00° 03' 32" W. 1205.60 feet to the Northwest corner of this tract of land;

THENCE N. 89° 56' 14" E. 724.00 feet to a point in the West line of that certain 3.33 acre tract of land being described in that certain instrument recorded under Clerk's File No. 2021025844 of the Official Public Records of Randall County, Texas for the most North Northeast corner of this tract of land;

THENCE S. 00° 03' 32" E. 20.00 feet along the West line of said 3.33 acre tract of land to an interior corner of this tract of land;

THENCE N. 89° 56' 14" E. 196.00 feet along the South line of said 3.33 acre tract of land to a 1/2 inch iron rod found in the existing City Limit line of the City of Amarillo, same being the West line of the aforementioned Tradewind Air Park Unit No. 6;

THENCE S. 00° 03' 32" E. 60.00 feet to an interior corner of this tract of land;

THENCE N. 89° 56' 14" E. 130.00 feet along the existing City Limit line of the City of Amarillo to the PLACE OF BEGINNING and containing 25.77 acres of land, more or less.

Exhibit B

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS
AND OWNERS (PEGA DEVELOPMENT, LLC AND PERRY WILLIAMS, INC.)

This Municipal Services Agreement ("Agreement") is entered into on 27th day of October, 2024 by and between the City of Amarillo, Texas, a home-rule municipality of the State of Texas, ("City") and PEGA Development, LLC and Perry Williams, Inc. ("Owners"). 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(s) own certain parcels of land situated in Randall County, Texas, which consists of approximately 25.77 +/- 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(s) have filed a written request with the City for full-purpose annexation of the Property;

WHEREAS, City and Owner(s) 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(s) 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 AFD Emergency Medical Services (EMS) services do not exist in the proposed annexation area. The closest fire response will be Fire Station #5, located at 32nd and Washington. Fire Station #6 is the next closest station

and this location is outside of this ISO circle. This area is not served by the 4-minute response time, for either station, and approximately 30% of this area is within the Fire Station #5 ISO circle.

In order to fully encompass the area proposed for annexation within a typical 1.5 mile ISO coverage area, a new fire station will be required. The City of Amarillo will be responsible for coordinating the funding of the cost to construct the above-mentioned fire station. Construction of said fire station will begin upon adequate resources being available for construction and operation of said fire station.

POLICE

Existing Services:

None

Services to be Provided:

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

BUILDING SAFETY

Existing Services:

None

Services to be Provided:

The Department of Building Safety will provide plan review and inspection services upon annexation and/or as development warrants. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Amarillo.

PLANNING AND ZONING

Existing Services:

None

Services to be Provided:

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

PARKS & RECREATION

Existing Services:

None

Services to be Provided:

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

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

LIBRARY

Existing Services:

None

Services to be Provided:

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

ENV. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services:

Sanitary nuisances (limited), OSSF

Services to be Provided:

The Amarillo Area Public Health District will continue to provide all programs currently offered to the District (Sanitary nuisances, OSSF, Food Hygiene, Rec. Water, Group Care). The department will implement the control of vectors (mosquito control) upon annexation.

ANIMAL MANAGEMENT AND WELFARE SERVICES

Existing Services:

None

Services to be Provided:

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

PUBLIC RIGHT-OF-WAY

Existing Services: None

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

STORM WATER MANAGEMENT

Existing Services: None

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

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

Previous submittals indicated the excavation of a retention pond as part of the Tradewind Airpark construction. The city will not accept a retention pond in this proposed annexation area.

STREET LIGHTING

Existing Services:

None

Services to be Provided:

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

Maintenance of the above street lighting will be the responsibility of the City once 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.

WATER SERVICE

Existing Services: None

Services to be Provided: Existing 8" water mains run along 40th and 42nd Streets. The area proposed for annexation would be considered served from these mains. Design and construction of all water infrastructure facilities shall comply fully with all City of Amarillo development standards and are 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: None

Services to be Provided: The nearest currently available point of service is an 8" sewer main along 40th Street adjacent to the area proposed for annexation.

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

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

SOLID WASTE SERVICES

Existing Services:

None

Services to be Provided:

After annexation and upon development, solid waste collection shall be provided to the area of annexation in accordance with the present City Ordinance as development occurs. Service shall begin with the occupancy of structures.

TRANSIT

Existing Services:

None

Services to be Provided:

At this time, there are no plans to offer service to the proposed annexation area. As the residential community in that area expands, our transit service will assess the potential demand, connectivity, and additional resources needed for transportation. We remain attentive to the evolving needs of the community and will consider providing service accordingly.

AMARILLO AREA OFFICE OF EMERGENCY MANAGEMENT

Existing Services:

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

Services to be provided: As the City experiences growth, additional resources may need to be addressed to maintain levels of service.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Amarillo's established policies governing extension of municipal

services to newly annexed areas.

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

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(s) 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(s) represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner(s) 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 Randall 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(s) and the City, and is enforceable by any current or future owner(s) of any portion of the Property.

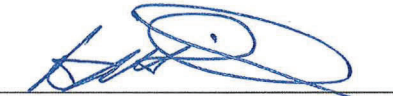
15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

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


Signature

Noam A Williams
Name & Title (printed) MANAGER
PEGA Development, LLC

Date: 10/8/24


Signature

Noam A Williams
Name & Title (printed)
Perry Williams, Inc.

Date: 10/8/24


Grayson Path, City Manager
City of Amarillo, Texas

Date: 10/17/2024

Exhibit A

DESCRIPTION

A 25.77+/- acre tract of land out of Section 153, Block 2, A.B.&M. Survey, Randall County, Texas, being a portion of those certain tracts of land being describe in those certain instruments recorded under Clerk's File No.s 2006009900 and 2020008694 of the Official Public Records of Randall County, Texas. Said 25.77+/- acre tract of land being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap (5377) found at the intersection of the existing City Limit line of the City of Amarillo and the South Right-of-Way line of S.E. 40th Avenue as dedicated per plat of Tradewind Air Park Unit No. 6, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 04 13749 of the Official Public Records of Randall County, Texas, for the Southeast corner of said Tradewind Air Park Unit No. 6, same being the most East Northeast corner of this tract of land;

THENCE S. 00° 03' 32" E. 635.00 feet along the existing City Limit line of the City of Amarillo to the most East Southeast corner of this tract of land;

THENCE S. 89° 56' 14" W. 262.60 feet to an interior corner of this tract of land;

THENCE S. 00° 03' 32" E. 490.60 feet to the most South Southeast corner of this tract of land;

THENCE S. 89° 56' 14" W. 787.40 feet to the Southwest corner of this tract of land;

THENCE N. 00° 03' 32" W. 1205.60 feet to the Northwest corner of this tract of land;

THENCE N. 89° 56' 14" E. 724.00 feet to a point in the West line of that certain 3.33 acre tract of land being described in that certain instrument recorded under Clerk's File No. 2021025844 of the Official Public Records of Randall County, Texas for the most North Northeast corner of this tract of land;

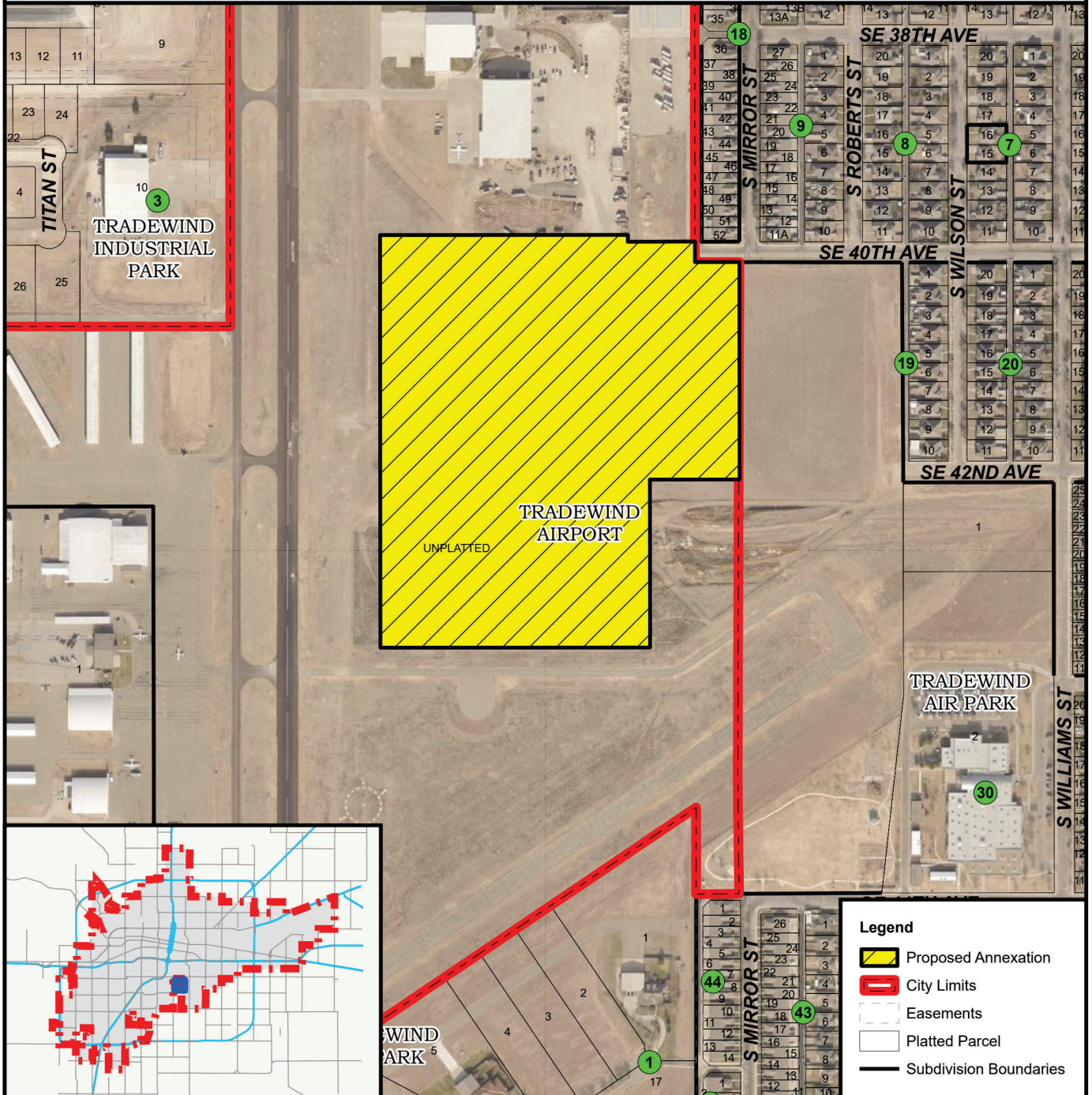
THENCE S. 00° 03' 32" E. 20.00 feet along the West line of said 3.33 acre tract of land to an interior corner of this tract of land;

THENCE N. 89° 56' 14" E. 196.00 feet along the South line of said 3.33 acre tract of land to a 1/2 inch iron rod found in the existing City Limit line of the City of Amarillo, same being the West line of the aforementioned Tradewind Air Park Unit No. 6;

THENCE S. 00° 03' 32" E. 60.00 feet to an interior corner of this tract of land;

THENCE N. 89° 56' 14" E. 130.00 feet along the existing City Limit line of the City of Amarillo to the PLACE OF BEGINNING and containing 25.77 acres of land, more or less.

PROPOSED ANNEXATION OF 25.77 ACRES



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 400 Feet
Date: 6/7/2023
Case No: A-23-02



Annexation of 25.77 acres of unplatted land in Section 153 , Block 2, AB&M Survey, Randall County, Texas.

Vicinity: SE 40th Ave and S Mirror St

Applicant: Perry Williams for Perry Williams, Inc. & PEGA Development, LLC

AP: O-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: December 10, 2024
Council Priority: Fiscal Responsibility
Department: City Manager's Office
Contact Person: Laura Storrs, Assistant City Manager and CFO

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8170

This item is the second and final reading and consideration of an ordinance adopting a budget amendment pertaining to the Fiscal Year 2024/2025 budget to support the Public Health Department's proposed new women's clinic, and providing an effective date.

Agenda Item Summary: This is the second reading of an ordinance to amend the City of Amarillo 2024/2025 Budget. The City has several budgeted funds that are legally approved on an annual basis and are required to be amended if expenses exceed the total approved budget or revenue comes in less than the approved budget. This budget amendment specifically amends the 2024/2025 fiscal year budget for the Public Health Fund by an additional amount of \$398,101. On October 8, 2024, the Public Health Department provided a presentation to the City Council on its proposed new women's health clinic and the expenses.

Requested Action: Approval of the ordinance to amend the City of Amarillo 2024/2025 Budget.

Funding Summary: The City Council approved an initial \$1,000,000 in Public Health funding for a new women's clinic. The additional \$398,101 in funding is proposed to come from the Council's working budget and will be transferred to the Public Health Fund. This will provide the Public Health Department access to \$1,398,101.00 in funding to support the new women's clinic.

Purchasing Summary:

Community Engagement Summary: N/A

Staff Recommendation: Staff recommendation is to approve the 2024/2025 fiscal year budget amendment.

Attachments: 1. Ordinance No. 8170

11/11/24

ORDINANCE NO. 8170

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING A BUDGET AMENDMENT PERTAINING TO THE FISCAL YEAR 2024-2025 BUDGET TO SUPPORT THE PUBLIC HEALTH DEPARTMENT'S PROPOSED NEW WOMEN'S CLINIC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City ordinance requires City Council to approve a budget amendment and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2024-2025 budget and submitted to the City Council for approval and a true and correct copy is attached hereto as Exhibit "A".

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

SECTION 1. Pursuant to City ordinance, a budget amendment attached as Exhibit "A" is hereby authorized and approved for the fiscal year 2024-2025.

SECTION 2. That this ordinance shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 12th day of November 2024; and PASSED on Second and Final Reading the 10th day of December 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT "A"

1. Public Health Fund

25095.41100	\$	<u>350,965</u>	addition
25095.41820	\$	<u>49,131</u>	addition
25095.42300	\$	<u>341</u>	addition
25095.42400	\$	<u>3,186</u>	addition
25095.41900	\$	<u>190</u>	addition
25095.42010	\$	<u>5,052</u>	addition
25095.42020	\$	<u>21,606</u>	addition
25095.42110	\$	<u>52,412</u>	addition
25095.42115	\$	<u>8,468</u>	addition
25095.51950	\$	<u>3,100</u>	addition
25095.51350	\$	<u>282,400</u>	addition
25095.62000	\$	<u>621,250</u>	addition

Total Expense \$ 1,398,101 addition

25011.39110 \$ 398,101 addition

Total Revenue \$ 398,101 addition



Agenda Transmittal Memo

Date: December 10, 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. 12-10-24-1

This item considers a resolution amending the approved budget of the Amarillo Hospital District for the fiscal year October 1, 2023 to September 30, 2024. This budget amendment is recommended for approval by the Amarillo Hospital District Board. The amendment is being made to cover additional costs related to the termination of a pension plan.

Agenda Item Summary: This resolution is to amend the Amarillo Hospital District 2023/2024 Budget by \$110,000 for a final pension plan contribution and additional professional services. The amendment is being made to cover additional costs associated with the termination of a frozen pension plan, related to when the Amarillo Hospital District owned Northwest Texas Hospital, that transitioned participants to insurance annuities. The City of Amarillo Finance Department has historically administered this pension plan and by changing participants to insurance annuities, it will save time and money for the Finance Department. The insurance annuities equal the benefits each participant was eligible to receive under the pension plan, so no one was harmed through this process.

Requested Action: Approval of the resolution to amend the Amarillo Hospital District 2023/2024 Budget.

Funding Summary: Funding for this budget amendment comes from excess reserves for the Amarillo Hospital District.

Purchasing Summary: N/A

Community Engagement Summary: The 2023/2024 fiscal year budget amendment has been reviewed and approved for Council consideration at the November 19, 2024 Amarillo Hospital District board meeting.

Staff Recommendation: Staff recommendation is to approve the 2023/2024 fiscal year budget amendment for the Amarillo Hospital District.

Attachments: 1. CITY-#5256797-v1-RES--
 Amarillo_Hospital_District_Annual_Budget_2023-24_Amendment

12/6/2024 ____

RESOLUTION NO. 12-10-24-1
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AMARILLO, TEXAS: AMENDING THE APPROVED BUDGET OF
THE AMARILLO HOSPITAL DISTRICT FOR THE FISCAL YEAR
OCTOBER 1, 2023, to SEPTEMBER 30, 2024.

WHEREAS, the Board of Managers of Amarillo Hospital District (the District) have found that it is administratively convenient and beneficial to the District to clarify its financial records by amending its budget for fiscal year 2023/2024; and

WHEREAS, the District requests that the City Council concur and approve the amendment; and

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

SECTION 1. That the budget approved for the District for the fiscal year October 1, 2023, to September 30, 2024, be and the same is hereby amended as shown on Exhibit A.

SECTION 2. Severability. If any provision, section, subsection, sentence, or clause is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. Repealer. All resolutions in conflict with this resolution are hereby repealed to the extent of conflict with this resolution.

SECTION 4. Effective Date. This resolution shall be effective upon adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this the 10th day of December 2024.

ATTEST:

Stephanie Coggins, City Secretary

Cole Stanley, Mayor

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT A

1. Amarillo Hospital District Expenditure Budget (92100.62000) - \$40,000 addition
2. Amarillo Hospital District Expenditure Budget (92100.42130) - \$70,000 addition



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Communication
Department: Human Resources
Contact Person: Mitchell Normand, Director of Human Resources

Agenda Caption: CONSIDER RATIFICATION - APPOINTMENT OF MEMBER TO CIVIL SERVICE COMMISSION

This item considers the ratification of the City Manager's reappointment of Bill Harris to continue serving as a member of the Civil Service Commission for an additional three-year term beginning January 1, 2025.

Agenda Item Summary: The Civil Service Commission is a regulatory commission appointed by the City Manager and confirmed by City Council. They adopt rules and regulations for the administration of the City's Civil Service system. They hold tribunals for all classified employees appealing actions of demotions, suspensions, or terminations.

Per Local Government Code Sec. 143.006 - The commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality. Members serve staggered three-year terms with the term of one member expiring each year. If a vacancy occurs or if an appointee fails to qualify within 10 days after the date of appointment, the chief executive shall appoint a person to serve for the remainder of the unexpired term in the same manner as the original appointment.

Requested Action: Consider ratifying the reappointment of Mr. Harris to serve another term.

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends Council ratify the City Manager's reappointment of Bill Harris to continue serving on the Civil Service Commission.

Attachments: 1. Civil Service Commission Agenda Backup



City of Amarillo

Civil Service Commission

Board Details

The Civil Service Commission is a regulatory commission appointed by the City Manager and confirmed by City Council. They adopt rules and regulations for the administration of the City’s Civil Service system. They hold hearing tribunal for all classified employees appealing actions of demotions, suspensions, or terminations.

LGC Sec. 143.006 - The commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality. Members serve staggered three-year terms with the term of one member expiring each year. If a vacancy occurs or if an appointee fails to qualify within 10 days after the date of appointment, the chief executive shall appoint a person to serve for the remainder of the unexpired term in the same manner as the original appointment.

Overview

- Size** 3 Seats
- Term Length** 3 Year
- Term Limit** 0

Contact

- Name** Mitch Normand, HR Director
- Email** mitch.normand@amarillo.gov
- Phone** -3090

Additional

Enacting Ordinance or Resolution

Ordinance 7519

Enacting Resolution Website

Agendas and Minutes

https://amarillotx.portal.civicclerk.com/?category_id=42



City of Amarillo

Civil Service Commission

Board Roster



Lilia B Escajeda
2nd Term May 24, 2022 - Dec 31, 2026
Appointing Authority City Council
Position Member



Bill Harris
1st Term Oct 09, 2022 - Dec 31, 2024
Appointing Authority City Council
Position Member



Lawrence Walker
5th Term Sep 13, 2011 - Dec 31, 2025
Appointing Authority City Council
Position Member



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: City Manager's Office

Contact Person: Floyd Hartman, Assistant City Manager

Agenda Caption: CONSIDER APPOINTMENT - CANADIAN RIVER MUNICIPAL WATER AUTHORITY BOARD MEMBER

This item considers the appointment of Johnny Mize to fill a vacancy on the Canadian River Municipal Water Authority (CRMWA) board of directors.

Agenda Item Summary: This item considers the appointment of a member to serve a two-year term on the CRMWA board of directors. Staff recommends Johnny Mize to replace Dr. William Hallerberg who is retiring from service on the CRMWA board. City Council nominates two seats to this board, and the other member serving is Roy Urrutia, whose term will be up for consideration next year.

Requested Action: Consideration of the appointment

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends City Council appoint Johnny Mize to serve on behalf of the City on the CRMWA Board.

Attachments: 1. CRMWA Agenda Backup

▢

City of Amarillo

Canadian River Municipal Water Authority Board

Board Details

The Canadian River Municipal Water Authority Board manages the overall operation of Lake Meredith including sanitary control and the distribution of surface water from the lake to the eleven member cities. They also manage and operate a well field in Roberts County in conjunctive use with water from Lake Meredith.

This board consists of members appointed by the governing bodies of member participants, of which Amarillo may appoint two (2) members, who cannot be a member of the City Council or employed by the City. Each is appointed by and serves at the pleasure of the City Council.

Overview

- ▢ **Size** 2 Seats
- ▢ **Term Length** 2 Year
- ▢ **Term Limit** 0

Contact

- ▢ **Name** Floyd Hartman
- ▢ **Email** Floyd.Hartman@amarillo.gov
- ▢ **Phone** 378-9086

Additional

Enacting Ordinance or Resolution

Ordinance 7519

Enacting Resolution Website

Agendas and Minutes

<https://www.crmwa.com/meetings>

Board Roster

William Hallerberg

5th Term Aug 01, 2014 - Jul 31, 2024

Appointing Authority

City Council

Position

Member

Roy Urrutia

2nd Term Jan 01, 2020 - Jul 31, 2025

Appointing Authority

City Council

Position

Member



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Public Safety
Department: Police Department
Contact Person: Martin Birkenfeld, Chief of Police

Agenda Caption: CONSIDER AWARD - RENEWAL OF VERSATERM SOFTWARE CONTRACT

This item considers the renewal of a software used by the Amarillo Emergency Communications Center (AECC) and the Amarillo Police Department (APD) to automatically generate text messages to 1) notify callers of the status of a service call for police and 2) generate a survey with data to review quality of service provided to callers.

Award to: Versaterm Public Safety U.S. Inc.

Amount: \$61,835.40

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of yearly software renewal for Versaterm Spidr Platforms. This software system allows the AECC and Police Dept. to automatically generate text messages to notify callers of the status of a service call for police. The software also provides case number, contact information for the investigator, and case status. The software also provides a survey to assess the quality of service for AECC, the responding patrol officer, and the investigator. In addition to the information provided to the caller or crime victim, this has been a valuable tool for the police department and AECC to give feedback to employees (positive and negative) as well as to look for opportunities to improve our service.

Requested Action: Approval for software renewal.

Funding Summary: This software renewal is budgeted in the police general fund-leased computer software.

Purchasing Summary: This is a renewal of an existing software agreement.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends the approval of this software renewal.

Attachments: 1. TB25-8043

SERVICESCHEDULENO. 2
QUOTE 00003807

Line Number	Quantity
1 208 45 Expert System Software	347.00

SPIDR PLATFORM: INSIGHTS MODULE

RENEWAL10/01/2024RO09/30/2025TOTOALPRICEINCLUDEA40% DISCOUNT

Vendor Number	Name	Unit Cost	Extended Price
497151	VERSATERMPUBLIC SAFETY US, IN	59.4000	20,611.80

Line Number	Quantity
2 208 45 Expert System Software	347.00

SPIDR PLATFORM:INVESTIGATIONSMODULE

RENEWAL10/01/2024TO 09/30/2025

Vendor Number	Name	Unit Cost	Extended Price
497151	VERSATERMPUBLIC SAFETY US, IN	59.4000	20,611.80

Line Number	Quantity
3 208 45 Expert System Software	347.00

SPIDR PLATFORM:PATROLMODULE

RENEWAL10/01/2024TO 9/30/2025

Vendor Number	Name	Unit Cost	Extended Price
497151	VERSATERMPUBLIC SAFETY US, IN	59.4000	20,611.80

Line Number	Quantity
4 208 45 Expert System Software	347.00

MANTENANCEAND SUPPORT

INCLUDED

Vendor Number	Name	Unit Cost	Extended Price
497151	VERSATERMPUBLIC SAFETY US, IN	.0001	.03

TOTALAMOUNT BID \$61,835.40



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Public Safety
Department: Police Department
Contact Person: Martin Birkenfeld, Chief of Police

Agenda Caption: CONSIDER PURCHASE - FOUR-WAY CAMERAS FOR THE AMARILLO REGIONAL CRIME CENTER

This item considers the purchase of 25 four-way closed-circuit television (CCTV) cameras for intersections, including mounting hardware and integration tools for the Amarillo Regional Crime Center (ARCC).

Award to: ConTech (BuyBoard #654-21)

Amount: \$51,966.00

Funding Source: Project Safe Neighborhoods (PSN) One Safe Place grant funding (\$51,000.00) and general fund revenues (\$996.00)

Is the item budgeted? Yes

Agenda Item Summary: This item considers the purchase of 25 four-way cameras for intersections, including mounting hardware and equipment for ARCC integration. These cameras are part of the crime reduction strategy of Project Safe Neighborhoods (PSN) and the Amarillo Regional Crime Center. The cameras will be used to identify vehicles suspected in felony and misdemeanor crimes. The cameras may also be used to identify traffic crashes and potential evidence collection. The cameras will not be used for traffic enforcement or traffic citations.

Requested Action: Approval for purchase of the cameras.

Funding Summary: This purchase will be funded by the PSN OneSafePlace Grant

Purchasing Summary: This purchase will be made using Buyboard Contract #654-21

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of this purchase of 25 four-way cameras for the Amarillo Regional Crime Center, awarded to Con Tech in the amount of \$51,966.

Attachments: 1. TB25-8036

BUYBOARD CONTRACT NO. 654-21

Line Number		Quantity
1	055 67 Mounting Hardware: Laptops, GPS, Cameras, Electronic Devic 10409354	25.00

AXIS COMM 02635-001P3738-PLEMULTISENSORCAMERAS PANO,4X4K @15FPS 360IR
H.264&H.265IP66/67PartAvailability 3-5 days

Vendor Number	Name	Unit Cost	Extended Price
396289	CONTROL TECHNOLOGIES INC	1,732.8400	43,321.00

Line Number		Quantity
2	055 67 Mounting Hardware: Laptops, GPS, Cameras, Electronic Devic 1017660	25.00

AXIS COMM 01513-001T94N01D PENDANT KIT FOR P3717-PLE IP CAM, 1.5" NPSTHREAD,
WALL MOUNTPartAvailability: Dallas stock

Vendor Number	Name	Unit Cost	Extended Price
396289	CONTROL TECHNOLOGIES INC	90.3400	2,258.50

Line Number		Quantity
3	055 67 Mounting Hardware: Laptops, GPS, Cameras, Electronic Devic 10002737	24.00

AXIS COMM 01944-00130 W OUTDOOR MIDSPAN OUTDOOR IP66-/IP67 MIDSPAN COMPLIANTLead
Time: The balance is in 1-2 weeksPartAvailability: Currently 20 available

Vendor Number	Name	Unit Cost	Extended Price
396289	CONTROL TECHNOLOGIES INC	215.4375	5,170.50

Line Number		Quantity
4	001 01 Shipping, Handling & Misc Fees FREIGHT	1.00

Vendor Number	Name	Unit Cost	Extended Price
396289	CONTROL TECHNOLOGIES INC	250.0000	250.00

Line Number		Quantity
5	055 67 Mounting Hardware: Laptops, GPS, Cameras, Electronic Devic 10002737	1.00

AXIS COMM 01944-001

3-0 W OUTDOOR MIDSPAN OUTDOOR IP 66-IP67 MIDSPAN COMPLAINT

LEAD TIME THE BALANCE IS N 1-2 WEEKS

PART AVAILABILITY CURRENTLY 20 AVAILABLE

Vendor Number	Name	Unit Cost	Extended Price
396289	CONTROL TECHNOLOGIES INC	966.0000	966.00
TOTAL AMOUNT BID \$51,966.00			



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Business Friendly Community
Communication
Fiscal Responsibility
Infrastructure
Public Safety
Technology and Innovation

Department: Information Technology

Contact Person: Missy Laird, Director of Information Technology

Agenda Caption: CONSIDER AWARD - RENEWAL OF DELL HARDWARE SUPPORT AGREEMENT

This item considers the renewal of a Dell hardware support agreement for the core systems that support the airport's virtualized applications.

Award to: Sterling Computer Corporation (Omnia Partners Synnex #R200803).

Amount: \$59,381.90

Funding Source: Airport fund operating revenues

Is the item budgeted? Yes

Agenda Item Summary: This item represents a renewal for support maintenance for VxRail nodes used at the Airport. VxRail nodes are the physical hardware that helps run the City/Airport virtual network servers.

Requested Action: Approval of award.

Funding Summary: Funding is available in 54110.69300.

Purchasing Summary: Contract: OMNIA Partners - SYNEX R200803.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of award.

Attachments: 1. TB25-8040

Line Number				Quantity
1	920 45 77	Support and Update Services, Microcompter Software 844-4323 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical Software Support-Maintenance 1T799T2 1/19/2024-12/31/2026		1.00
	Vendor Number	Name	Unit Cost	Extended Price
	494775	STERLING COMPUTERS CORP.	.0200	.02

Line Number				Quantity
2	920 45 77	Support and Update Services, Microcompter Software 819-0556 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1T799T2 1/19/2024-12/31/2026		1.00
	Vendor Number	Name	Unit Cost	Extended Price
	494775	STERLING COMPUTERS CORP.	4,298.6100	4,298.61

Line Number				Quantity
3	920 45 77	Support and Update Services, Microcompter Software 819-0558 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical 7x24 Technical Support 1T799T2 1/19/2024-12/31/2026		1.00
	Vendor Number	Name	Unit Cost	Extended Price
	494775	STERLING COMPUTERS CORP.	6,447.9500	6,447.95

Line Number				Quantity
4	920 45 77	Support and Update Services, Microcompter Software 869-4932 VxRail E560d/F Upgrades and Extensions Recertification Service Enabled Partner 1T799T2 1/19/2024-12/31/2026		1.00
	Vendor Number	Name	Unit Cost	Extended Price
	494775	STERLING COMPUTERS CORP.	1,142.9800	1,142.98

Line Number				Quantity
5	920 45 77	Support and Update Services, Microcompter Software 844-4323 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical Software Support-Maintenance 1T7B9T2 1/19/2024-12/31/2026		1.00
	Vendor		Unit	Extended

Number	Name	Cost	Price
494775	STERLING COMPUTERS CORP.	.0200	.02

Line Number		Quantity	
6	920 45 77 Support and Update Services, Microcompter Software 819-0556 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1T7B9T2 1/19/2024-12/31/2026	1.00	
Vendor Number	Name	Unit Cost	Extended Price
494775	STERLING COMPUTERS CORP.	4,298.6100	4,298.61

Line Number				Quantity
7	920 45 77	Support and Update Services, Microcomputer Software 819-0558 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical 7x24 Technical Support 1T7B9T2 1/19/2024 12/31/2026		1.00
Vendor Number	Name	Unit Cost	Extended Price	
494775	STERLING COMPUTERS CORP.	6,447.9200	6,447.92	

Line Number				Quantity
8	920 45 77	Support and Update Services, Microcomputer Software 869-4932 VxRail E560d/F Upgrades and Extensions Recertification Service Enabled Partner 1T7B9T2 1/19/2024-12/31/2026		1.00
	Vendor Number	Name	Unit Cost	Extended Price
	494775	STERLING COMPUTERS CORP.	1,142.9800	1,142.98

Line Number				Quantity
9	920 45 77	Support and Update Services, Microcomputer Software 844-4323 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical Software Support- Maintenance 1T789T2 1/19/2024-12/31/2026		1.00
Vendor Number	Name	Unit Cost	Extended Price	
494775	STERLING COMPUTERS CORP.	.0200	.02	

Line Number		Quantity
10	920 45 77 Support and Update Services, Microcomputer Software 819-0556 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical 4-Hour 7x24 On-Site	1.00

Service with Emergency Dispatch
1T789T2
1/19/2024-12/31/2026

Vendor Number	Name	Unit Cost	Extended Price
494775	STERLING COMPUTERS CORP.	4,298.6100	4,298.61

Line Number	Quantity
11	1.00
920 45 77 Support and Update Services, Microcomputer Software 819-0558 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical 7x24 Technical Support 1T789T2 1/19/2024-12/31/2026	

Vendor Number	Name	Unit Cost	Extended Price
494775	STERLING COMPUTERS CORP.	6,447.9200	6,447.92

Line Number	Quantity
12	1.00
920 45 77 Support and Update Services, Microcomputer Software 869-4932 VxRail E560d/F Upgrades and Extensions Recertification Service Enabled Partner 1T789T2 1/19/2024-12/31/2026	

Vendor Number	Name	Unit Cost	Extended Price
494775	STERLING COMPUTERS CORP.	1,142.9800	1,142.98

Line Number	Quantity
13	1.00
920 45 77 Support and Update Services, Microcomputer Software 844-4323 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical Software Support- Maintenance 1T7C9T2 1/19/2024-12/31/2026	

Vendor Number	Name	Unit Cost	Extended Price
494775	STERLING COMPUTERS CORP.	.0200	.02

Line Number	Quantity
14	1.00
920 45 77 Support and Update Services, Microcomputer Software 819-0556 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1T7C9T2 1/19/2024-12/31/2026	

Vendor Number	Name	Unit Cost	Extended Price
494775	STERLING COMPUTERS CORP.	4,298.6100	4,298.61

Line Number				Quantity
15	920 45 77	Support and Update Services, Microcompter Software 819-0558 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical 7x24 Technical Support 1T7C9T2 1/19/2024-12/31/2026		1.00
Vendor Number	Name		Unit Cost	Extended Price
494775	STERLING COMPUTERS CORP.		6,447.9200	6,447.92

Line Number				Quantity
16	920 45 77	Support and Update Services, Microcompter Software 869-4932 VxRail E560d/F Upgrades and Extensions Recertification Service Enabled Partner 1T7C9T2 1/19/2024-12/31/2026		1.00
Vendor Number	Name		Unit Cost	Extended Price
494775	STERLING COMPUTERS CORP.		1,142.9800	1,142.98

Line Number				Quantity
17	920 45 77	Support and Update Services, Microcompter Software 844-4323 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical Software Support- Maintenance 1T779T2 1/25/2024-12/31/2026		1.00
Vendor Number	Name		Unit Cost	Extended Price
494775	STERLING COMPUTERS CORP.		.0200	.02

Line Number				Quantity
18	920 45 77	Support and Update Services, Microcompter Software 819-0556 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1T779T2 1/25/2024-12/31/2026		1.00
Vendor Number	Name		Unit Cost	Extended Price
494775	STERLING COMPUTERS CORP.		4,274.6900	4,274.69

Line Number				Quantity
19	920 45 77	Support and Update Services, Microcompter Software 819-0558 VxRail E560d/F Upgrades and Extensions ProSupport Plus Mission Critical 7x24 Technical Support 1T779T2 1/26/2024-12/31/2026		1.00
Vendor Number	Name		Unit Cost	Extended Price

494775	STERLING COMPUTERS CORP.	6,406.0600	6,406.06
--------	--------------------------	------------	----------

Line Number		Quantity	
20	920 45 77 Support and Update Services, Microcompter Software 869-4932 VxRail E560d/F Upgrades and Extensions Recertification Service Enabled Partner 1T779T2 1/25/2024-12/31/2026	1.00	
Vendor Number	Name	Unit Cost	Extended Price
494775	STERLING COMPUTERS CORP.	1,142.9800	1,142.98

Line Number		Quantity	
21	920 45 77 Support and Update Services, Microcompter Software OMNIAPARTNERSR200803-FEE OMNIA-Partners-R200803-Fee	1.00	
Vendor Number	Name	Unit Cost	Extended Price
494775	STERLING COMPUTERS CORP.	.0001	

TOTAL BID AMOUNT \$ 59,381.90

CITY OF AMARILLO, TEXAS
Vendor List For Quote 8040
AIRPORT VXRAIL E560 SOFTWARE
SUPPORT RENEWAL

Date Mailed _____

Date to Open 12/04/2024 4:00 PM

494775 STERLING COMPUTERS CORP.
PO Box 850359
Minneapolis MN 55485-0359
Phones: 605 2424072
800# 877 2424074
FAX 605 2424001
605 2424053



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Technology and Innovation
Department: Information Technology
Contact Person: Missy Laird, Director of Information Technology

Agenda Caption: CONSIDER AWARD - AVAYA PHONE SYSTEM MAINTENANCE RENEWAL

This item considers the purchase of a one-year software and hardware maintenance support renewal for the City's Avaya phone system. Continued support is needed while we complete the migration to Voice-over-IP technology.

Award to: Avaya (State of Texas Contract #DIR-TSO-4308)

Amount: \$71,829.36

Funding Source: Information technology fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This represents the renewal of software and hardware maintenance for our Avaya phone system. The PBX consists of several servers, gateways, and software. This is a 1-year agreement.

Requested Action: Approval of award.

Funding Summary: Funding is available in job account 620070.

Purchasing Summary: Items are quoted using State of Texas Contract DIR-TSO-4308.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of award.

Attachments: 1. TB25-8052

Line Number				Quantity
1	920 45 77	Support and Update Services, Microcompter Software Avaya Subscription Licensing Supplement 11.01.2024 - 10.31.2025		1.00
Vendor Number	Name		Unit Cost	Extended Price
116193	AVAYA LLC		57,236.7600	57,236.76

Line Number				Quantity
2	920 45 77	Support and Update Services, Microcompter Software Support Advantage Parts and Onsite Support 11.01.2024 - 10.31.2025		1.00
Vendor Number	Name		Unit Cost	Extended Price
116193	AVAYA LLC		14,592.6000	14,592.60
TOTAL BID AMOUNT \$ 71,829.36				

CITY OF AMARILLO, TEXAS
Vendor List For Quote 8052
AVAYA PBX MAINTENANCE RENEWAL

Date Mailed _____

Date to Open 12/05/2024 4:00 PM

116193 AVAYA LLC
PO Box 7411111
New York NY 10087-5332
Phones: 800# 800 852-2436
651 796-6543
800 3287833



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Business Friendly Community
Communication
Fiscal Responsibility
Infrastructure
Public Safety
Technology and Innovation

Department: Information Technology

Contact Person: Missy Laird, Director of Information Technology

Agenda Caption: CONSIDER AWARD - MONDAY.COM SUBSCRIPTION RENEWALS

This item considers the purchase of subscription renewals for Monday.com software as a service.

Award to: STONS (GSA contract #GS35F153GA)

Amount: \$62,256.60

Funding Source: Various departmental budgets across multiple funds.

Is the item budgeted? Yes

Agenda Item Summary: This item represents a one-year subscription renewal to Monday.com, a cloud-based software as a service platform. This platform is used by City leadership to plan, track, and collaborate on various City projects.

Requested Action: Approval of award to STONS in the amount of \$62,256.60.

Funding Summary: Multiple City departments utilize this software, and have provided accounts codes appropriate for the portions.

Purchasing Summary: GSA contract GS35F153GA

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of award.

Attachments: 1. TB25-8050

Line Number				Quantity
1	920 45 77	Support and Update Services,		17.00
	Microcompter Software			
	Monday.com subscription			
	Work Management - Enterprise			
	Airport - 54110.69300			
	Vendor		Unit	Extended
	Number	Name	Cost	Price
497258		STONS INC	592.9200	10,079.64

Line Number				Quantity
2	920 45 77	Support and Update Services,		1.00
		Microcompter Software		
		Monday.com subscription		
		Work Management - Enterprise		
		Animal Management/Welfare 1710.51970		
	Vendor Number	Name	Unit Cost	Extended Price
	497258	STONS INC	592.9200	592.92

Line Number				Quantity
3	920 45 77	Support and Update Services,		2.00
		Microcompter Software		
		Monday.com subscription		
		Work Management - Enterprise		
		City Secretary 1220.69300		
	Vendor Number	Name	Unit Cost	Extended Price
	497258	STONS INC	592.9200	1,185.84

Line Number				Quantity
4	920 45 77	Support and Update Services,		1.00
		Microcompter Software		
		Monday.com subscription		
		Work Management - Enterprise		
		Civic Center 1241.62000		
	Vendor Number	Name	Unit Cost	Extended Price
	497258	STONS INC	592.9200	592.92

Line Number				Quantity
5	920 45 77	Support and Update Services,		6.00
		Microcompter Software		
		Monday.com subscription		
		Work Management - Enterprise		
		City Manager Office 1020.51110		
	Vendor Number	Name	Unit Cost	Extended Price
	497258	STONS INC	592.9200	3,557.52

Line Number				Quantity
6	920 45 77	Support and Update Services,		1.00

Microcompter Software
Monday.com subscription
Work Management - Enterprise
Comm Dev 20210.51110

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	592.92

Line Number	Quantity
7	1.00
920 45 77 Support and Update Services, Microcompter Software Monday.com subscription Work Management - Enterprise Env. Health 1750.51970	

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	592.92

Line Number	Quantity
8	3.00
920 45 77 Support and Update Services, Microcompter Software Monday.com subscription Work Management - Enterprise Facilities 1252.41620	

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	1,778.76

Line Number	Quantity
9	2.00
920 45 77 Support and Update Services, Microcompter Software Monday.com subscription Work Management - Enterprise HR 1110.69300	

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	1,185.84

Line Number	Quantity
10	37.00
920 45 77 Support and Update Services, Microcompter Software Monday.com subscription Work Management - Enterprise IT 62021.69300	

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	21,938.04

Line Number	Quantity
11	3.00
920 45 77 Support and Update Services, Microcompter Software Monday.com subscription	

Work Management - Enterprise
Library 1260.77620

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	1,778.76

Line Number	Quantity
12	1.00
920 45 77 Support and Update Services, Microcompter Software Monday.com subscription Work Management - Enterprise Municipal Court 1305.51110	

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	592.92

Line Number	Quantity
13	9.00
920 45 77 Support and Update Services, Microcompter Software Monday.com subscription Work Management - Enterprise OEI 1023.69300	

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	5,336.28

Line Number	Quantity
14	1.00
920 45 77 Support and Update Services, Microcompter Software Monday.com subscription Work Management - Enterprise OEM 1232.69300	

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	592.92

Line Number	Quantity
15	1.00
920 45 77 Support and Update Services, Microcompter Software Monday.com subscription Work Management - Enterprise Parks 1820.51970	

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	592.92

Line Number	Quantity
16	3.00
920 45 77 Support and Update Services, Microcompter Software Monday.com subscription Work Management - Enterprise Planning 1720.69300	

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	1,778.76

Line Number	Quantity
17	12.00
920 45 77 Support and Update Services, Microcompter Software Monday.com subscription Work Management - Enterprise Public Health 25011.51200	

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	7,115.04

Line Number	Quantity
18	3.00
920 45 77 Support and Update Services, Microcompter Software Monday.com subscription Work Management - Enterprise Public Works 1410.51110	

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	1,778.76

Line Number	Quantity
19	1.00
920 45 77 Support and Update Services, Microcompter Software Monday.com subscription Work Management - Enterprise Purchasing 1325.61400	

Vendor Number	Name	Unit Cost	Extended Price
497258	STONS INC	592.9200	592.92

Total Bid Amount \$ 62,256.60			
-------------------------------	--	--	--

Date Mailed _____

Date to Open 12/04/2024 4:00 PM

497258 STONS INC
2035 LINCOLN HIGHWAY
EDISON NJ 08817



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Fiscal Responsibility

Department: Community Development

Contact Person: Jason Riddlespurger, Director of Community Development, Stefanie Rodarte-Suto, Assistant Community Development Director

Agenda Caption: CONSIDER AWARD - NEW HOME CONSTRUCTION CONTRACT

This item considers the award of a contract for the construction of a new home at 1108 N. Monroe St, Amarillo, TX, funded by HOME Community Housing Development Organization (CHDO) set-aside funds.

Award to: Habitat for Humanity

Amount: \$80,000.00

Funding Source: HOME Investment Partnership, CHDO set-aside federal funding

Is the item budgeted? Yes

Agenda Item Summary: This project will provide funding for the new construction of a three-bedroom, two-bath, single-family dwelling, located at 1108 N. Monroe St, Amarillo, TX. Construction will be completed by the Amarillo chapter of Habitat for Humanity. As a Community Housing Development Organization (CHDO), Habitat for Humanity is eligible to receive federally mandated funding set-aside for CHDOs by the HOME Investment Partnership Program, which is administered by the Community Development Department. Habitat for Humanity is the only City-certified CHDO, therefore, making Habitat for Humanity an organization in the area eligible to receive these funds.

Requested Action: Requesting the use of \$80,000.00 HOME CHDO Project Expense funds to fund a new construction project for 1108 N. Monroe St, Amarillo, TX. These funds were previously approved by Council for use by Habitat for Humanity to meet the HOME CHDO set-aside requirement.

Funding Summary: On July 9th, 2024, Amarillo City Council approved Resolution No. 7-09-24-1, which authorized the adoption of the 2024/2025 Community Development Block Grant and HOME Investment Partnership Program Annual Action Plan. The approved plan authorized a total of \$104,689 in HOME funds for CHDOs, which was added to the City's CHDO Reserves, bringing the total reserve funding to \$234,473.31. For this construction project, Habitat for Humanity has requested \$80,000 from this reserve. This funding is available to the City of Amarillo through reimbursement by the U.S. Housing and Urban Development Department.

Purchasing Summary:

Community Engagement Summary: No comments were submitted during the Comment Period for the Environmental Review. No other community engagement was conducted.

Staff Recommendation: Community Development recommends awarding HOME CHDO funds in the amount of \$80,000 to Habitat for Humanity for the construction of a new home at 1108 N. Monroe St, Amarillo, TX.

Attachments:

1. CHDO-Project-Agreement-1100
2. Exhibit 1
3. Exhibit 2

**COMMUNITY HOUSING DEVELOPMENT ORGANIZATION - CHDO
AGREEMENT FOR THE CONSTRUCTION OF AFFORDABLE SINGLE-FAMILY
HOUSING**

This written agreement is made by and between the CITY OF AMARILLO, a municipal corporation located in Potter and Randall Counties, Texas, hereinafter called "CITY", and AMARILLO HABITAT FOR HUMANITY, a private, non-profit corporation, hereinafter called "CHDO." Upon the following mutual promises, consideration, and terms, this agreement is in effect until the completion of the project and ownership by a low-income family (24 CFR 92.504(c)(3)(ix)) and through the period of affordability of **fifteen (15) years** (24 CFR 92.254):

WHEREAS, the U. S. Department of Housing and Urban Development has designated CITY as a Participating Jurisdiction eligible to receive formula funding from the Fiscal Year(s) **2021 and 2022** HOME Investment Partnership Program (HOME) as authorized by Title II of the National Affordable Housing Act of 1990 (PL 101-625), as amended (**Contract Number M-21-MC-48-0211, CFDA Number 14.239**); and

WHEREAS, CHDO has been certified with the CITY as a Community Housing Development Organization, and has submitted a proposal for the use of Community Housing Development Organization funds for a Community Housing Development Organization-eligible project under HOME regulations; and

WHEREAS, it has been determined by the Amarillo City Council to be in the public interest to provide the CHDO with grant funding to undertake affordable housing activities eligible under HOME.

NOW, THEREFORE, CITY and CHDO do hereby mutually agree as follows:

Section 1

1.1 The grant assistance made available through this written agreement shall be in the amount of **\$80,000.00** to be used in accordance with 24 CFR 92.300(a)(6). CHDO agrees HOME funds will be used by the CHDO for the purposes of new construction of a single-family home of residential property located at **1100 N Monroe Street, Miller Heights, Lot 009 Block 0025**, hereinafter called "PROJECT" that shall be made available for sale to qualified low-income households.

1.2 The funds made available through this agreement shall be used in accordance with the PROJECT tasks described in the PROJECT schedule provided by the CHDO attached **Exhibit 1**, incorporated herein, and in accordance with the PROJECT budget provided by the CHDO attached **Exhibit 2**, incorporated herein. In the event the CHDO is unable to meet the PROJECT schedule or PROJECT budget for any reason beyond the CHDO's control, it is the responsibility of the CHDO to notify the CITY in writing of all facts and details related to the delay or change as soon as the CHDO becomes aware of the delay or change.

1.3 The PROJECT provided by the CHDO shall benefit low-income households residing in Amarillo. A low-income household is one whose gross annual household income does not exceed eighty (80) percent of the median family income for the Amarillo Metropolitan Statistical Area (MSA) as determined annually by the Department of Housing and Urban Development. CHDO agrees that all of the HOME funds will be invested in the specified PROJECT to be occupied by a household that meets the income guidelines as set forth in 24 CFR 92.254(h)(i). CHDO further agrees to comply with all federal requirements of nondiscrimination established in 24 CFR 92.350.

1.4 CITY has reviewed this PROJECT being funded under this agreement for cost feasibility and affordability.

1.5 CITY shall perform Housing Quality Standards inspections during the construction period, upon completion of the construction work and prior to occupancy. CITY will notify CHDO of the results of the inspections, and it becomes the responsibility of CHDO to take the necessary corrective action if corrective action can be taken.

Section 2

2.1 CHDO agrees that PROJECT expenses funded through the HOME program shall only include costs that are eligible under HOME requirements. Development hard costs shall meet the requirements of 24 CFR 92.206(a)(1) and 24 CFR 92.251 Property Standards. Related soft costs shall be reasonable and necessary costs incurred by the owner and meet the requirements of 24 CFR 92.206(d). CHDO agrees to comply with the labor standards for volunteers set forth by 24 CFR 92.354(b). CHDO agrees to complete the PROJECT in a manner to result in a housing unit which satisfies the Housing Quality Standards of 24 CFR 92.251, and local building codes. CHDO agrees to comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations at 24 CFR

92.355 upon project completion. CHDO agrees to comply with 24 CFR 92.202 regarding site and neighborhood standards.

2.2 CITY will make payments to CHDO based upon CHDO's monthly request for funds reflecting its actual payment of costs for PROJECT-related activities and in accordance with 24 CFR 92.504(c)(3)(viii) which states that the CHDO acting as the owner may not request disbursement of funds under this agreement until the funds are needed for payment of eligible costs, and requests must be limited to the amount needed. CITY will reimburse CHDO for costs based on detailed invoices itemizing costs paid. Such invoices shall be submitted not later than the tenth day of the month following the month costs were paid and shall be in the format prescribed by the CITY. If CHDO is unable to submit invoices by the prescribed date, CHDO is responsible for notifying the CITY in writing of all facts and details related to the delay as soon as the CHDO becomes aware of the delay.

2.3 CHDO shall submit monthly reports in the format prescribed by the CITY showing PROJECT progress, and financial records associated with PROJECT progress.

2.4 CHDO shall ensure that the PROJECT remains in compliance with the Housing Quality Standards during the period of affordability of 15 years, set forth in 24 CFR 92.254. To ensure compliance with the requirements of 24 CFR 92.254(a), CHDO agrees that the sale of properties will be for no less than the appraised value and to homebuyers who have incomes below sixty (60) percent of the median family income. CHDO further agrees to the CITY's resale requirements as stated in the CITY's Consolidated Plan, set forth by 24 CFR 92.504(c)(3)(ii). CHDO agrees to comply with the affordability requirements in 24 CFR 92.254 that deed restrictions must be imposed, covenants running with the land, use restrictions or other mechanisms approved by HUD.

2.5 Without limiting any of the other obligations or liabilities of the CHDO, the CHDO shall, at its own expense, provide minimum insurance coverage as listed below, and maintain coverage without interruption, provided by an insurer authorized to do business in Texas and, of a Best Rating of B+ or better, insuring against all liabilities, claims, damages, suits, and attorney fees for incidents arising out of or in connection with CHDO's performance under this agreement. A certificate of insurance will be placed on file with the Community Development Department of the CITY by CHDO. Coverage must include the CITY as an Additional Insured for all work performed for or on behalf of the CITY. In the event of any material change, non-renewal or cancellation of any policy, CHDO's insurance company will give 30 days' actual prior written notice to the CITY for such changes or cancellation.

TYPE OF COVERAGE	MINIMUM LIMITS
COMMERCIAL GENERAL LIABILITY:	
Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products/Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

2.6 CHDO agrees to comply with all HOME Program requirements in 24 CFR Part 92, Subpart F, as applicable in accordance with the type of project assistance.

2.7 CHDO understands no owner, developer, or sponsor (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor, or immediate family member, or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) of a project assisted with HOME funds whether private, for-profit or nonprofit (including a community housing development organization when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability specified in § 92.252(e) or § 92.254(a)(4). This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

2.8 CHDO understands Faith-based organizations are eligible, on the same basis as any other organization, to participate in HUD programs and activities. Neither the Federal Government, State, tribal, or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character or affiliation, or lack thereof. In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the religious character or affiliation, or lack thereof, of an organization. Further, the CHDO agrees to keep the use of HOME funds and explicitly religious activities separate. CHDO also understands that it may not require a participant/beneficiary to participate in any expressly religious activities.

2.9 CHDO is acting as DEVELOPER on this HOME-assisted project. Therefore,

CHDO understands that it may retain the proceeds, if any, from the sale of the housing. However, it must be deposited into a separate account and be used only for HOME-eligible or other housing activities to benefit low-income families. CHDO further agrees to submit reports to CITY showing compliance in a format prescribed by the CITY.

Section 3

3.1 The CHDO agrees that the performance of work and services pursuant to the requirements of this agreement shall conform to high professional standards. The CHDO shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

3.2 In the event CHDO does not fully comply with the terms and conditions as set forth in this agreement, CHDO shall reimburse the CITY the sum of money expended by the CITY in connection with this individual PROJECT in non-compliance. CITY's right to reimbursement shall be determined by the CITY's contribution amortized over the applicable periods of affordability as determined by the Department of Housing and Urban Development for PROJECTS in non-compliance. The CITY will be entitled to reimbursement of the unamortized portion of the CITY's contribution.

3.3 For purposes of determining the venue and the law governing this agreement, activities performed under this agreement are performed in the City of Amarillo, Potter County, State of Texas.

3.4 The CHDO further agrees to make the PROJECT, its books, and records available for inspection by any representative of the CITY, the Department of Housing and Urban Development, and the CITY's independent auditors at a mutually convenient time. CHDO also agrees to provide CITY, the Department of Housing and Urban Development, and the CITY's independent auditors with such reports as the CITY may from time to time require as proof of CHDO's compliance with any or all terms and conditions of this agreement. CHDO shall retain all records related to this agreement for five years after the affordability period ends.

3.5 It is expressly understood by CHDO that this assistance is made available as part of CITY's HOME Investment Partnership Program, and as such, the activities undertaken must comply with all of the rules and regulations established in 24 CFR Part 92, as applicable in accordance with the type of PROJECT assistance provided, including those assurances and conditions set forth in this FUNDING CONTRACT signed and agreed upon by both the CITY and CHDO.

3.7 The CITY shall not be subject to any of the obligations or liabilities of the CHDO incurred in the performance of this agreement. CHDO AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION, ATTORNEY FEES AND COSTS ARISING OUT OF OR RELATED TO THE ACTS OF THE CHDO, ITS EMPLOYEES, OFFICERS, AGENTS, SUBWRITTEN AGREEMENTS, OR AGENCIES, IN THE PERFORMANCE OF THIS AGREEMENT.

Section 4

4.1 This agreement may be suspended or terminated as a result of any one of the following events:

4.1.a. If through any cause the CHDO shall fail or refuse to fulfill in a timely manner any of its obligations under this agreement or if the CHDO violates or fails to comply with any of the conditions of this agreement, then the CITY shall give written notice to the CHDO of such violation and/or failure to comply or perform. Within ten days after receipt of such notice, CHDO shall inform CITY in writing of the corrective action taken. CHDO shall exercise all due diligence to correct all violations and deficiencies. In the event the violations and deficiencies are not fully corrected within 20 days from the date the CHDO first gave notice to the CITY of the actions taken, the CITY retains the right to terminate this agreement forthwith. Termination of this agreement will require reimbursement under the provisions of Section 3.2 of this agreement.

4.1.b. This agreement shall always be subject to any corrective actions taken or directives issued by the Department of Housing and Urban Development in relation to the CITY's HOME Investment Partnership Program. CHDO shall comply with all such communications received by CITY from the Department of Housing and Urban Development as if such communication were made a part hereof. CHDO's failure to comply shall be a condition of default as provided in paragraph 4.1.a.

4.1.c. This agreement may be terminated by CHDO upon 180 days prior written notice to the CITY. Termination by CHDO is subject to the reimbursement provisions of Section 3.2 and this agreement will not be terminated until all funds due thereunder are repaid to CITY.

4.2 This Agreement does not constitute a commitment of funds or site approval,

and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CITY of an approval of the request for release of funds and certification from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The provision of any funds to the project is conditioned on the CITY's determination to proceed with, modify or cancel the project based on the results of the environmental review.

Section 5

5.1 This agreement represents the entire and integrated agreement between CITY and CHDO, and supersedes all prior negotiations, representations or agreements either written or oral.

5.2 Any notice or notices required or permitted to be given pursuant to this agreement will be served by certified mail, return receipt requested to the following:

CITY: Jason Riddlespurger, Community Development Director
Community Development
City of Amarillo
P. O. Box 1971
Amarillo, TX 79105-1971

CHDO: Alason Moorhead, Executive Director
Amarillo Habitat for Humanity
P O Box 775
Amarillo, TX 79105-5127

5.3 The CHDO shall not assign or transfer any of its interest in this agreement without the prior written approval of the CITY. Any such assignment will not affect the CHDO's duty to perform its obligations under this agreement, nor affect the CITY's right to recapture funds hereunder. Any assignee shall be so notified.

5.4 This agreement, together with **Exhibit(s)**, constitutes and expresses the entire agreement between the parties hereto and shall not be amended or modified except by instrument signed by both parties. The effective date of this written agreement shall be ____ ____, 2024.

IN WITNESS WHEREOF, the parties hereto have made and executed this written agreement this

_____ day of _____, 2024.

CITY OF AMARILLO

Grayson Path, City Manager

ATTEST:

City Secretary

AMARILLO HABITAT FOR HUMANITY

Alason Moorhead, Executive Director

ATTEST:

Corporate Secretary

APPROVED AS TO FORM

By: _____
Bryan McWilliams, City Attorney

EXHIBIT 1
Construction Schedule

The CHDO will adhere to the attached Construction Schedule for the duration of this Agreement. Any changes to the schedule must be submitted in writing to the CITY for review.

EXHIBIT 2
Project Budget

The CHDO will adhere to the attached budget for the duration of this Agreement. Any changes to the budget must be submitted in writing to the CITY for approval prior to implementation.

1100 N. Monroe Construction Timeline

Action Item
Preparation
× Order framing package
× Submit plans for energy rating process
× Obtain family selections for exterior color, cabinets, and roof color
× Order GIK items - cabinets, appliances, breakers, etc.
× Obtain sub bids
× Post permit and Stormwater Site Notice
× Schedule dirt work for pad
× Call in for water meter and under slab (plumber) and water tap (city)
× Schedule slab to be poured
× Set up temporary pole with electrician
× Contact Xcel for electricity on temporary pole (after electrician sets it)
× Schedule slab
× Call Atmos for gas riser
× Schedule sewer and water taps
Wall Framing Phase
× Prepare framing build up Prefabrication of corners, walls, etc.
× Layout walls Measure and mark foundation for walls with chalk
× Begin framing Build walls
× Plumb and line walls Straighten and secure walls to foundation
× Install exterior sheathing Fortify walls with exterior wood sheets
× Post exterior signage
× Update website
WALL FRAMING BENCHMARK -2/14/25
Roofing Phase
× Install trusses Put up the roof frame
× Cut truss tails to proper length Cut roof frame ends off to be flush across
× Install 2X4 nailer and 2X6 band for soffit Install roof overhang
× Complete decking Install wood sheets on roof
× Dry the roof Install waterproof lining to roof
× Install soffit and fascia Finish the roof overhang
× Family picks out lights, marble/granite, etc.
× Install exterior doors Put up outside doors
× Install windows Put windows in
DRY IN BENCHMARK - 3/15/25
Exterior Phase
× Install deadwood Add extra wood for securing sheetrock
× Complete siding Put up siding and trim
× Fill top plate holes Use holes to fill subcontractor holes
× Complete exterior paint Paint outside of the house
× Complete roofing Install shingles
× Complete all rough-in inspections
× Schedule appraisal (exterior siding must be complete)
EXTERIOR BENCHMARK -4/24/25

AHEH Construction Timeline Continued

Interior Phase

- × Contact Atmos for gas meter
- × Build cabinets
- × Insulation installed
- × Insulation energy rating inspection
- × Install drywall
- × Complete mud and tape
- × Complete texture
- × Hang interior doors | Install inside doors
- × Complete trim including closet shelving | Install inside trim
- × Spackle and caulk interior | Fill nail holes and caulk trim inside
- × Paint interior | Paint the inside (ceilings and walls)
- × Install cabinets | Put up cabinets
- × Complete interior paint | Finishing painting inside
- × Place marble/granite order and schedule
- × Order sod
- × Pick up fence supplies

Landscaping Phase

- × Set fence corner posts | Dig holes to install fence corner posts
- × Set fence line posts | Dig holes to install fence line posts
- × Set mailbox | Dig hole and add concrete to install mailbox
- × Install house numbers
- × Plant trees | Dig holes and plant one tree in front yard and one tree in backyard
- × Complete fencing | Install rails (top rail), fabric (chainlink), and gates.
- × Install sod | Lay grass sheets

Finishing Phase

- × Install flooring | Lay vinyl or carpet flooring
- × Complete touch up | Add interior and exterior caulk and paint where needed
- × Install hardware | Install door knobs, door stops, bathroom hardware, blinds, etc.
- × Install appliances
- × Blower door test - energy rating

FINAL BENCHMARK - 6/13/25

- × Final inspection complete
- × Final cleaning | Clean the home to be ready for the homeowner to move in
- × Set up inspection with Community Development (city)
- × Family walk-through
- × House Blessing e-blast
- × House Blessing social media post
- × Send out House Blessing press release
- × House Blessing social media post
- × House Blessing e-blast reminder
- × House Blessing social media post
- × House Blessing press release reminder
- × Home Blessing
- × Social media thank you post

1100 N. Monroe Street Project Budget

<u>Item</u>	<u>Description</u>	<u>Cost</u>
Appliances	Refrigerator, stove, dishwasher, garbage disposal, microwave, water heater	\$2,200.00
Cabinets	Kitchen and bathrooms	\$10,000.00
Concrete	Foundation and flatwork	\$20,000.00
Countertops/Bathtubs	Kitchen and bathrooms	\$10,000.00
Drywall	Interior	\$8,000.00
Electrical	Must be contracted out to a licensed professional	\$8,800.00
Exterior Finish	Siding, windows, doors, etc.	\$7,500.00
Fencing	Backyard	\$2,000.00
Flooring	Vinyl flooring with carpet option for the bedrooms	\$6,000.00
Framing Material	Materials used to build frame	\$14,500.00
HVAC	Central heat and air	\$10,000.00
Insulation	Insulation	\$5,000.00
Interior Finish	Trim, blinds, fixtures, etc.	\$10,500.00
Landscaping	Sod and 2 trees	\$1,500.00
Paint & Supplies	Interior and exterior	\$7,500.00
Plumbing	Must be contracted out to a licensed professional	\$10,500.00
Taps	Water and sewer	\$7,500.00
Roofing	Materials	\$10,000.00
Utilities	Water and electricity for the job site	\$500.00
Site costs	Permits, port-a-potties, etc.	\$4,000.00
AH FH	Land	\$5,000.00
<i>Construction Hard Costs</i>		\$161,000.00
Salaries	25% of Construction Supervisor; 20% of Volunteer Manager	\$24,545.00
Job Site Insurance	Liability Insurance	\$9,000.00
Automobile Expense	Construction vehicle fuel, maintenance	\$2,300.00
Tools & Equipment	Rental or purchase of construction tools/equipment, primarily for volunteers	\$1,000.00

Closing	Preparation of legal dox		\$400.00
Appraisal	Appraisal of home		\$550.00
Floor Plans	Blueprints		\$1,100.00
		<i>Construction Soft Costs</i>	\$38,895.00
Contingency	10% of estimated construction costs		\$19,989.50
		Total	\$219,884.50



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Public Safety
Department: Airport
Contact Person: Michael Conner, Director of Aviation

Agenda Caption: CONSIDER AWARD - AIRPORT DEICING CHEMICALS ANNUAL SUPPLY AGREEMENT

This item considers the award of a one-year contract for the purchase of Federal Aviation Administration (FAA) approved anti-icing and deicing chemicals (liquid and pellets) for winter operations use on the runways and taxiways at the Rick Husband Amarillo International Airport.

Award to: Cryotech Deicing Technology

Amount: Not to exceed \$75,000.00

Funding Source: Airport fund operating revenues

Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of a one-year contract to Cryotech Deicing Technology for the purchase of FAA approved anti-icing and deicing chemicals (liquid and pellets) for winter operations use on the runways and taxiways at the Rick Husband Amarillo International Airport. Our equipment is set up to use these products. Purchases are made on an as-needed basis, depending on weather during the winter.

Requested Action: Please approve the contemplated contract.

Funding Summary: Airport revenues will fund this purchase from the Airport's approved O&M Budget.

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Airport staff recommends this purchase.

Attachments:

1. TB25-8032
2. Amarillo Contract Extension 2025-26

Line Number	Quantity
1	1.00
775 45 12	
Anti-Icer and De-Icer, Runway	
(Liquid)	
CRYOTECH	
6103 ORTHOWAY	
FORT MADISON, IA 52627	
800-346-7237	
FAX# 319-372-2662	
ATTN: KAYLA WIEGAND	
RUNWAY DE-ICER	
CRYOTECH E36 AND NAAC	
LIQUID AND PELLET DEICER ANNUAL PRICING	
CONTRACT AMOUNT OF \$75,000.00 (ANNUAL CONTRACT INCLUDING FREIGHT)	
NO SUBSTITUTE FOR VENDOR OR MATERIALS, MUST MATCH EXISTING STOCK	
NO CO-MINGLING	
54110.51420	
RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT	
ATTN: MASON HARLOW	
10801 AIRPORT BLVD	
AMARILLO, TX 79111	
806-335-1671	

Vendor Number	Name	Unit Cost	Extended Price
347776	CRYOTECH DEICING TECHNOLOGY	75,000.0000	75,000.00
TOTAL AMOUNT BID \$75,000.00			



September 24, 2024

Ms. Judi Owens
City of Amarillo, Purchasing Department
601 S Buchanan
Amarillo, Texas 79101

RE: Contract Extension for De-Icer for Airport Annual Contract, Bid No. 6656

Dear Ms. Owens,

GENERAL ATOMICS INTERNATIONAL SERVICES CORPORATION dba Cryotech Deicing Technology requests to decrease Cryotech E36® and NAAC® the eight year of the above referenced contract. Pricing shall be valid January 5, 2025 through January 4, 2026.

Prices are for full truckload orders (4,400 gallons) freight included.

Current price:	\$7.79/gallon
Proposed price:	\$7.19/gallon

Minimum of 1-5 metric ton order for 1000kg (metric ton) supersack (2,205 lbs.), freight included.

Current price per metric ton:	\$2,987.00
Proposed price per metric ton:	\$2,919.00

Minimum of 6-10 metric ton order for 1000kg (metric ton) supersack (2,205 lbs.), freight included.

Current price per metric ton:	\$2,687.00
Proposed price per metric ton:	\$2,574.00

Minimum of 11-19 metric ton order for 1000kg (metric ton) supersack (2,205 lbs.), freight included.

Current price per metric ton:	\$2,774.00
Proposed price per metric ton:	\$2,590.00

The above prices are offered delivered to the City of Amarillo, F.O.B. Destination.

It is always a pleasure to work with the City of Amarillo. Please feel free to contact Kayla Wiegand or Tina Figert should you have any questions.

Respectfully submitted,

A handwritten signature in black ink that reads "Kayla Wiegand". The script is cursive and fluid.

Kayla Wiegand
Contracts and Bids Coordinator

NOTICE PROPRIETARY INFORMATION: THIS DOCUMENT IS THE PROPERTY OF GENERAL ATOMICS INTERNATIONAL SERVICES CORPORATION DBA CRYOTECH DEICING TECHNOLOGY. THE INFORMATION CONTAINED HEREIN IS SUBMITTED IN CONFIDENCE. IT CONTAINS TRADE SECRETS OR CONFIDENTIAL COMMERCIAL OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE BY 5 U.S.C. SECTION 552(B)(3) AND (4) (FREEDOM OF INFORMATION ACT), AND 18 U.S.C. SECTION 1905 (TRADE SECRETS ACT). EXCEPT WITH THE WRITTEN CONSENT OF GENERAL ATOMICS INTERNATIONAL SERVICES CORPORATION DBA CRYOTECH DEICING TECHNOLOGY (1) THIS DOCUMENT MAY NOT BE COPIED IN WHOLE OR IN PART AND WILL BE RETURNED UPON REQUEST OR WHEN NO LONGER NEEDED BY RECIPIENT AND (2) INFORMATION CONTAINED HEREIN MAY NOT BE COMMUNICATED TO OTHERS AND MAY BE USED BY RECIPIENT ONLY FOR THE PURPOSE FOR WHICH IT WAS TRANSMITTED.



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Infrastructure
Department: Airport
Contact Person: Michael Conner, Director of Aviation

Agenda Caption: CONSIDER AWARD - AIRPORT ENGINEERING SERVICES AGREEMENT

This item considers the award of a five-year general engineering agreement for the Rick Husband Amarillo International Airport as required by the Federal Aviation Administration (FAA) prior to any Federal AIP grant projects being considered for award and funding.

Award to: RS&H, Inc.

Amount: Summation of tasks, if and when used, is not to exceed \$9,000,000.00 over five years.

Funding Source: Airport fund operating revenues and Federal AIP/FAA grants.

Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of a five-year general engineering agreement for the Rick Husband Amarillo International Airport. The Federal Aviation Administration (FAA) requires the Airport to rebid its engineering services to be used on Federal AIP grant projects at least every five years. This item underwent a Request for Qualifications and Negotiations process as required by the FAA and outlined in the appropriate FAA advisory circular. RS&H was overwhelmingly selected by an evaluation committee of 2 airport and 3 non-airport City staff, out of a total of 3 prime consultant submittals. RS&H indicates they will utilize a team of both local and nationwide sub-consultants as well as their extensive in-house team to accomplish all the engineering tasks assigned in this 5-year contract. Projects under this contract are further authorized by the Director of Aviation via airport engineering task orders (if and when issued), currently estimated to not exceed the \$9,000,000 award amount over the 5-year contract period. Task order amounts are verified by independent fee estimate evaluations at the time each task order is authorized. Design project utilizing FAA AIP grants are also authorized by the FAA.

Requested Action: Please approve this airport engineering services agreement.

Funding Summary: This item will be funded by the Airport Operating Budget, individual Capital projects, and Federal AIP grant funds.

Purchasing Summary: This contract is the result of a public request for qualifications (RFQ). This company was selected as being the best respondent in the best interest of the Airport and the City for the Airport's engineering services by a committee of City staff.

Community Engagement Summary: N/A

Staff Recommendation: Airport staff, and the RFQ Evaluation committee approve and recommend award to RS&H, Inc.

- Attachments:**
1. 2024-11-26 AMA Multiplier Request
 2. RSandH Master Contract 2024 (2024-12-10) - signed
 3. airport score sheet

November 26, 2024

Rick Husband Amarillo International Airport (AMA)

ATTN: Mr. Michael Conner, Director of Aviation

Michael.Conner@amarillo.gov

(806) 354-7721

10801 Airport Blvd.

Amarillo, Texas 79111-1211

RE: Multiplier Request on Contract for Engineering/Architectural Services (Agreement) at the Rick Husband Amarillo International Airport

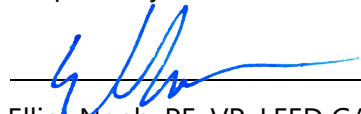
Dear Mr. Conner,

RS&H is appreciative of the opportunity extended to us by the City of Amarillo and the Rick Husband Amarillo International Airport to continue providing Engineering/Architectural Services over the next five years. We are excited to enter into this agreement with you and your team and look forward to providing excellent partnership for the duration of the Agreement.

As such, we have submitted a signed copy of the requested Agreement for your review. Attachment No. 2 of the Agreement states that *"Hourly rates for work performed under this contract shall be billed at the raw rate of the employee multiplied by an agreed upon multiplier."* We have traditionally used a 3.18 multiplier on previous projects and believe that has been a fair rate for both parties, as has been evidenced by numerous Independent Fee Estimate (IFE) reviews. We are happy to move forward with that historical rate and **would like to take this opportunity to request the use of a 3.18 multiplier for the referenced Agreement.**

Please contact me with any questions concerning this request.

Respectfully submitted,



Elliot Neph, PE, VP, LEED GA, ENV SP
RS&H, Inc.

CONTRACT FOR ENGINEERING/ARCHITECTURAL SERVICES
RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT

This Contract is made and entered into this 10th day of December 2024, by and between the City of Amarillo, Texas which owns and operates Rick Husband Amarillo International Airport, hereinafter called the "Owner" or "City," and RS&H, Inc., hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Owner desires to employ the Consultant to provide engineering, architectural, and/or consulting services in connection with the planning, design, and preparation of plans, specifications and estimates, and to provide construction engineering, administration, and project representation services in connection with capital improvement projects;

WHEREAS the Consultant is willing to perform such engineering and/or architectural work in accordance with the terms hereinafter provided and does represent that it is in compliance with Texas statutes relating to the registration of Professional Engineers; and

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

I. DEFINITIONS

Whenever in this Contract the following terms, words, and their derivatives or pronouns used in their stead occur, they shall have the meaning here given, unless otherwise specified in the various sections of this Contract:

"AGREEMENT" shall mean this document and all associated attachments duly executed by all parties. The terms "AGREEMENT" and "CONTRACT" shall have the same meaning within this document.

"AIP" shall mean the Airport Improvement Program.

"CERTIFY" or "CERTIFICATION", shall mean Project Engineer's opinion based on his or her observation of conditions, knowledge, information and beliefs. It is expressly understood that the Project Engineer's certification of a condition's existence relieves no other party of any responsibility or obligation he or she has accepted by contract or custom.

"CONSULTANT" shall mean the firm of RS&H, Inc., a Florida corporation with offices located at 10748 Deerwood Park Blvd South, Suite 300, Jacksonville, Florida 32256 ("RS&H").

"CONTRACT" shall mean this document and all associated attachments duly executed by all parties.

"CONTRACTOR" shall mean the individual, partnership, firm, or corporation primarily liable for acceptable performance of the construction and/or maintenance work performed under or associated with this Contract.

"Day" shall mean a calendar day of 24 hours.

"ESTIMATE" or "Consultant's (Engineer's) Opinion of Probable Construction Cost (EOPC)" shall mean an

opinion of the probable construction cost made by the Consultant.

"FAA" shall mean the Federal Aviation Administration.

"INSPECT" or "INSPECTION" shall mean the visual observation of construction as stated in Attachment, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative."

"OWNER" and "CITY" shall mean the City of Amarillo, Texas or its authorized representative for the purpose of coordinating and administering the work under the Contract.

"PROJECT ENGINEER" shall mean the principal project engineer employed by and working directly under the authority of the Consultant.

"RESIDENT PROJECT REPRESENTATIVE" or "RPR" shall mean the principal construction reviewer employed by the Consultant and working directly under the authority of the Project Engineer.

"SPECIFIC PROJECT" shall mean an undertaking of Owner as set forth in a Task Order.

"TASK ORDER" shall mean a document executed by Owner and Consultant, including amendments if any, stating the scope of services, Consultant's compensation, times for performance of services and other relevant information for a Specific Project.

"TSA" shall mean the Transportation Security Administration.

II. GENERAL

- A. The Consultant will serve as the primary contact and coordinate all aspects of project development with the FAA. The Owner will participate in conferences with the FAA as required and will be kept advised and informed about comments and approvals from the FAA on Federally funded projects.
- B. The work under this Contract shall at all times be subject to the approval of the Owner.
- C. From time to time as the work progresses, meetings will be held at the request of the Consultant, the FAA, or the Owner to discuss and review details of project development. All such meetings shall be arranged by the Owner's Director of Aviation and will be attended, as appropriate, by representatives of the Consultant, Owner, and the FAA and/or TSA.
- D. Obligations of the Owner to the Consultant: All existing information, including construction contract documents applicable to the project, will be made available to the Consultant without cost. A more complete description of the Owner's responsibilities is included in Attachment No. 3, "Owner's Responsibility", and made a part hereof.
- E. Submittal of Documents: During the progress of the work, various copies of the preliminary drawings and other documents prepared by the Consultant will be required by the Owner. Also, the Consultant will cooperate with the Owner in forwarding all necessary documents to the FAA and/or TSA for review, comments, and/or approvals.
- F. The work under this Contract shall be available for review by the FAA and/or TSA (for FAA and/or TSA funded projects only). The FAA and/or TSA shall have the right to participate in the conferences between the Consultant and the Owner and to participate in the review or examination of the work in progress.

Work under this Contract may ultimately be financed in part by FAA and/or TSA funds. However, payment to the Consultant will be made by the Owner.

The United States Government is not a party to this Contract, and no reference herein to the FAA and/or TSA or any representative thereof makes the United States a party to this Contract.

- G. On projects receiving Federal funding, the Consultant shall comply with the Required Federal Clauses for Professional Service Contracts attached hereto as Attachment No. 4 and made a part hereof.
- H. The Consultant shall be bound by its response and submittal to the City of Amarillo's Request for Qualifications (RFQ) 300-25 JLO Airport Engineering Services for the duration of this contract. Any modifications to the listing of primary staff and consultants to work on any project or Task Order, no matter whether those modifications are for the Consultant's in-house staff or the staff of subcontractors, modifications to listed processes or procedures, modifications to services offered or available, or modifications to software used or available, shall be at the approval of the Owner, which approval shall not be unreasonably withheld.
- I. Compliance with all of the foregoing shall be considered to be within the basic requirements of this Contract and shall not constitute a basis for additional or extra compensation.

III. SCOPE OF SERVICES

- A. The scope of services to be provided by the Consultant shall be authorized by the Owner for each Specific Project as detailed in a duly executed Task Order. Each Task Order will indicate the specific tasks and functions to be performed, deliverables to be provided, and the cost of the Task Order.
- B. The general format of a Task Order is attached as Attachment No. 1.
- C. This Contract is not a commitment by Owner to Consultant to issue any Task Orders.
- D. Consultant shall not be obligated to perform any prospective Task Orders unless and until Owner and Consultant agree as to the particulars of the Specific Project, Consultant's services, Consultant's compensation, and all other appropriate matters.
- E. Owner and Consultant shall agree on the scope, time for performance, and basis of compensation for each Task Order.
- F. Owner reserves the right to have an independent fee estimate (IFE) completed for each Task Order, and to negotiate said Task Order against the IFE, as required by the FAA in applicable Advisory Circulars.
- G. Consultant will commence performance as set forth in each individual Task Order.

IV. TERM, TIMES FOR RENDERING SERVICES, AND PAYMENTS

- A. The Effective Date of this Contract shall be January 1, 2025.
- B. This Contract shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Contract, terminating on December 31, 2029.
- C. This Contract may not be extended or renewed. However, Task Orders in effect at the time of contract expiration shall remain in effect until the Task Order obligations have been fulfilled, and such Task

Orders shall remain under the control and obligations of the terms and conditions of this Agreement.

- D. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, the Consultant will perform services and provide deliverables within a reasonable time consistent with the standard of care.
- E. The time for a party's performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. That party shall promptly notify the other party in writing when it is being delayed.
- F. All costs and expenses related to the series of Task Orders issued herein shall not exceed Nine Million US Dollars (\$9,000,000).

G. Times of Payments

The Consultant shall submit monthly statements for Basic Services, Resident Project Services, and Special Engineering Services rendered. The statements will be based upon Consultant's costs incurred at the time of the billing, corresponding to the percentage of the total costs, which have been incurred at the time of billing. Such work will be completed based on the rate schedule in effect when the Task Order was issued. Future rate schedules shall be subject to approval of the Owner. If agreement is not reached on the future rate schedules by the Consultant and Owner, then either party may terminate this Agreement upon thirty (30) days' written notice. Owner shall make monthly payments in response to Consultant's monthly statements, subject to approval of the Owner, which approval shall not be unreasonably withheld. If Owner does not approve a monthly statement, Owner will give Consultant prompt notice of the reasons therefore.

H. Other Provisions Concerning Payments

The Owner shall pay the Consultant based on monthly statements to a combined value of ninety percent (90%) of the Task Order amount. The remaining ten percent (10%) shall be paid to the Consultant upon final completion of the Consultant's services and approval thereof by the Owner.

If Owner fails to make any payment due Consultant for services and expenses within thirty (30) days after receipt and approval by the Owner of Consultant's statement therefore, the amounts due Consultant will incur interest at the rate provided under Section 2251.025 of the Texas Government Code, and in addition, Consultant may, after giving thirty (30) days' written notice to Owner, suspend services under this Contract until Consultant has been paid in full all amounts due for services, expenses, and charges.

A complete statement shall, at a minimum, contain the following information: Project name, Contract number, AIP number if applicable, total Contract value, total value of previous invoices, total value of current payment due, total remaining Contract value following the current payment, a statement of the services rendered during the billing period, and a statement of the progress of the completion of the scope of services.

In no case shall the remaining Contract value be less than the value of the services remaining to complete the scope of services under this Contract and appropriate Task Order, as determined by the Owner.

I. Access to Records

The Consultant and its subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the Contract period, and for four (4) years from the date of final payment under the Contract, for inspection and audit by the Owner and/or the FAA, and digital copies thereof shall be furnished at no cost to the Owner, if requested. The Consultant's records supporting cost proposals shall also be available for review by authorized representatives of the FAA and/or the Owner for a period of four (4) years from the date of final payment under the Contract, by mutual agreement of the parties of this Contract.

J. Period of Service

Compensation for the Consultant's services as provided elsewhere in this Contract has been agreed to in anticipation of an orderly and continuous progress of the Consultant's services through completion. In this regard, if the services covered by this Contract and as described in each specific Task Order have not been completed within twelve (12) months of each specific Task Order completion date, through no fault of the Consultant, then either the Owner or Consultant may terminate and/or renegotiate the terms of the specific Task Order and the Consultant shall be paid for all services completed, and reimbursed for all costs directly related to such specific Task Order as approved by Owner.

K. Funding Out Clause

Notwithstanding any contrary provision of this agreement, each payment obligation of the City created by this agreement is conditioned upon the availability of funds that are appropriated or allocated by the Amarillo City Council for the payment of the product of functionally similar products. If sufficient funds are not allocated and available for any subsequent fiscal year (October 1 to September 30) during the term of this agreement, the City may terminate this agreement or reduce its obligation to match the appropriated funding. The City shall notify the vendor that funds have not been appropriated by the City Council at the earliest possible time and this agreement will terminate or be reduced at the beginning of the fiscal year for which no funds or reduced funds have been appropriated by the City Council. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section. This provision shall not be construed so as to permit the City to terminate or reduce this agreement in order to purchase, lease or rent similar equipment from another entity.

V. MISCELLANEOUS PROVISIONS

A. Ownership of Instruments of Service

All data, documents, and electronic media including original plans, specifications, reports, maps, basic survey notes and sketches, drawings of any type, charts, and computations prepared under the terms of

the Contract shall be delivered to and become the property of the Owner. In the event any of the above documents are re-used by the Owner, the nameplates will be removed and the Consultant will be released of subsequent liabilities. There shall be no legal limitations upon the Owner in the subsequent use of plans or ideas developed in this project and incorporated in the preliminary or final reports or plans for the subsequent preparation of construction plans.

B. Changes in Scope of Services

The Owner may, from time to time, request changes in the scope of services of the Consultant to be performed as outlined in each Task Order. Such changes shall be incorporated in written amendments to the specific Task Order. When there is a change in the scope, complexity, or character of the services performed, the specified fees as listed in the specific Task Order under this Contract will be reappraised. If the Consultant believes that it has been asked to perform work beyond the scope of services covered by a Task Order under this Contract, they shall promptly notify the Owner, in writing, of their intention to make claim for such extra compensation. Consultant shall be under no obligation to provide such additional services unless and until compensation for the same has been mutually agreed upon in writing by supplemental agreement or amendment to a Task Order.

C. Record Documents

Upon completion of the work as outlined in each specific Task Order, the Consultant shall compile for, and deliver to, the Owner one set of Record Documents and electronic data files conforming to the marked up prints, drawings, and other data furnished to the Consultant by the Contractor. This set of Record Documents and electronic data files will show the reported location of the work and significant changes made during the construction process. Because these Record Documents are based on unverified information provided by other parties, which will be assumed reliable, the Consultant cannot and does not warrant the accuracy of information provided by others.

D. Extra Work

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of a specific Task Order, and constitutes "Extra Work," it shall promptly notify the Owner in writing to that effect. In the event that the Owner determines that such work does constitute "Extra Work," the Owner shall provide extra compensation to the Consultant upon the basis of a negotiated fixed fee to be calculated as described in the specific Task Order under this Contract. Unless written approval for "Extra Work" has been secured in advance from the Owner, no claims will be allowed.

E. Suspension and Termination of Contract

1. In the event of the death of any member or partner of the Consultant's firm, the surviving member shall complete the work as described in each Task Order under this Contract, unless otherwise mutually agreed upon by the Owner and the survivors.
2. In the event Consultant fails to comply with any provisions of this Contract and/or Task Order under this Contract, or if the progress or quality of the work is unsatisfactory, Owner may serve written notice thereof upon Consultant, and if Consultant neglects within a period of twenty (20)

days thereafter to commence and thereafter complete to satisfaction of Owner its efforts to correct such failure, Owner may terminate the Contract and/or Task Order under this Contract, upon written notice to Consultant. Upon such termination, Consultant shall cease its performance of this Contract and/or the Task Order and shall deliver to Owner all completed or partially completed satisfactory work, and Owner shall pay to Consultant the amount due for such satisfactory work up until the time of notice, unless additional billing is authorized in writing by Owner.

3. Owner reserves the right to terminate this Contract and any uncompleted Task Orders under this Contract, in the event it shall abandon or indefinitely postpone a specific project as defined in the Task Orders. Such termination shall be accomplished by written notice to that effect delivered to Consultant. Upon receipt of such notice, Consultant shall immediately cease work as directed and deliver to Owner all completed or partially completed work. Payment to Consultant shall be made for work performed prior to receipt by Consultant of such termination notice, together with Consultant's costs authorized by the Owner for closing down its work, and Consultant shall have no claim for loss of anticipated profits or any additional compensation.
4. In the event the Owner, for fault on the part of the Consultant, terminates the Contract and Task Orders under this Contract, the Consultant shall be paid only for work satisfactorily performed and delivered up to the date established by the termination notice. After audit of the Consultant's actual costs to the date established by the Owner in the termination notice and after determination by the Owner of the amount of work satisfactorily performed, the Owner shall determine the amount to be paid to the Consultant.
5. Owner also reserves the right to terminate this Contract and Task Orders under this Contract for convenience by the Owner effective upon thirty (30) days' written notice to the Consultant.
6. The right is reserved by the Owner to suspend this Contract and the Task Orders under this Contract at any time. Such suspension may be affected by the Owner by giving the Consultant written notice and will be effective as of the date established in the suspension notice. Payment for the Consultant's services will be made by the Owner to the date established in the suspension notice in accordance with Paragraph 2 above. The Consultant shall perform no billable services after the date of suspension given in the notice.
7. Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one (1) year after such suspension, unless this period is extended by written consent of the Consultant.
8. Unless this Contract and the Task Orders under this Contract have been terminated prior to the completion of the work as herein before provided, this Contract and the Task Orders under this Contract shall not be considered terminated upon completion and acceptance of the work, or upon final payment therefore, but shall be considered to be in full force and effect for the purpose of requiring the Consultant to make such revisions or corrections in the work as are necessary to correct errors made by the Consultant in the work or for the purpose of having the Consultant make

revisions in the work at the request of the Owner as "Extra Work."

F. Standard of Care and General Compliance with Laws

Services provided by the Consultant under this Contract and the Task Orders under this Contract will be performed and delivered to a standard of care exercised by reasonably competent, knowledgeable, trained, and experienced professionals; and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall exercise usual and customary professional care in his or her efforts to comply with applicable local, state, and federal codes, regulations, laws, statutes, etc. in effect as of the date of this Contract.

In the event of a change in laws, regulations, et. al., of which the Consultant becomes aware and which the Consultant believes affects work for the Owner, the Consultant shall inform the Owner of the change and its impact on work already done or to be done, fees and costs involved, and scheduling. If either the Owner or the Consultant believes the change requires a renegotiation of this Contract or the Task Orders under this Contract both the Owner and the Consultant agree to bargain promptly and in good faith, to permit the Consultant to continue to meet the Owner's needs. If a renegotiated contract and/or the Task Orders under this Contract cannot be agreed to, the Owner and Consultant mutually agree to termination of this Contract and/or the Task Orders under this Contract.

The Consultant shall provide appropriate notification of proposed construction to the FAA in accordance with Federal Aviation Regulations Part 157.

The provisions of this Contract are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

G. Subletting, Assignment, or Transfer (Subcontracting)

Subletting, assignment, or transfer of all or part of the interest of the Consultant is prohibited unless written consent is obtained from the Owner.

The Consultant may subcontract such professional or technical assistance as he shall deem necessary, provided that the Consultant shall remain fully responsible hereunder (as covered by the indemnification clauses in each subcontract) and provided further that such subcontract shall first be approved by the Owner and further that such subcontractor must comply with all provisions of this Contract and/or with the Task Orders under this Contract.

H. Forbidding the Use of Outside Agents

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract and/or the Task Orders under this Contract, and that they have 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 Contract and/or the Task Orders under this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

I. Employment of Owner or FAA

The Consultant shall not engage the services of any person or persons then in the employ of the Owner or FAA for work covered by this Contract and/or the Task Orders under this Contract, without the written consent of the employers of such persons.

J. Personnel

1. The Consultant represents that they have, or will secure at their own expense, all personnel required in performing the services under this Contract and the anticipated Task Orders under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the Owner, except those Owner's personnel assigned to the project under the agreed upon terms.
2. All services required hereunder will be performed by the Consultant or under his or her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

K. Nondiscrimination

In connection with the performance of work under this Contract and the Task Orders under this Contract, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The Consultant will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

L. Non-collusion Clause

Neither the Consultant, nor anyone in the employment of the Consultant has employed any person to solicit or procure this Contract nor will the Consultant make any payment or agreement for payment of any compensation in connection with the procurement of this Contract. Furthermore, there is no contract, agreement, or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for services rendered under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation.

Furthermore, neither the Consultant nor anyone in the employment of the Consultant has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in

restraint of free competitive bidding in connection with this Contract.

M. Opinions of Probable Cost

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Task Orders which will become a part hereof, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional. It is recognized, however, that the Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or the contractor's methods of determining their prices, and that any evaluation of any facility to be constructed, or reacquired, or work to be performed on the basis of the Consultant's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, the Consultant cannot and does not guarantee that bids or actual construction and/or acquisition costs will not substantially vary from opinions, evaluations, or studies submitted by the Consultant to the Owner hereunder. However, the Consultant shall conduct due diligence in selecting personnel or subcontractors to perform this work who are familiar with the Amarillo, Texas area's construction environment and contractors to the extent that all estimates and opinions of cost (ROM or otherwise) are within reasonable limits of error.

N. Indemnification of Owner

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Owner, and its employees, harmless from any and all damage, liability or cost, including reasonable attorney fees, interest and costs of defense, to the extent caused by the Consultant's negligent acts in the performance of services under this Contract and any Task Orders under this Contract and those negligent acts of its subconsultants or anyone for whom the Consultant is legally liable.

The Consultant is not obligated to indemnify the Owner in any manner whatsoever for the Owner's own negligence.

O. Insurance

The Consultant shall provide and maintain Professional Liability, Errors, and Omissions and liability insurance to protect and indemnify the Owner from claims or suits in connection with errors or omissions in the work which is the subject of this Contract and the Task Orders under this Contract, and in accordance with the above Section N, "Indemnification of Owner." Additionally, the Consultant shall provide and maintain during the life of this Contract Public Liability and Property Damage Insurance so as to protect and indemnify the Owner as provided above, for such covered claims or suits in connection with the work, which is the subject of this Contract and the Task Orders under this Contract, and in accordance with the above Section N, "Indemnification of Owner." The Consultant shall furnish to the Owner certificates issued by insurance companies authorized to do business in the state of Texas acceptable to the Owner, with a Best Rating of B+ or better, showing policies carried and limits covered as follows:

1. Professional Liability, Errors, and Omissions Insurance with a minimum stated

coverage of \$1,000,000.*

If this coverage is written on claims made basis, the Certificate of Insurance must clearly state coverage is on a claims made basis and coverage must remain in effect for at least two (2) years after final payment with the Consultant furnishing the Owner satisfactory evidence of continuation of insurance at final payment and one (1) year thereafter.

2. Worker's Compensation and Employer's Liability and the limits required by the statutes of Texas.*
3. Comprehensive General Liability Coverage and Contractual Liability Insurance as applicable to the Consultant's obligations. Said insurance with limits not less than:

Personal Injury	\$1,000,000 each person; and
	\$1,000,000 each accident
Property Damage	\$1,000,000 each accident
4. Automobile Liability Insurance \$1,000,000 each person; and
 \$1,000,000 each accident
5. In the event of any material change, non-renewal, or cancellation of any policy, Consultant's insurance company will give Owner thirty (30) days prior written notice of such changes or cancellation. In addition to that specified above, the insurance carried by the Consultant shall include a specific endorsement naming the Owner as an additional insured for all liability arising out of the Consultant's work or operations under this Contract. The Owner shall not be endorsed as additional insureds on the items noted with an asterisk, however the Worker's Compensation insurance shall include a Waiver of Subrogation in favor of Owner.

P. Records

All records kept and maintained by the Consultant shall show actual time devoted and costs incurred for this Contract and the Task Orders under this Contract.

Q. Construction Progress Reports

The Consultant shall complete construction progress reports where the Contract period exceeds one (1) month in duration. These reports may be forwarded to the Owner or FAA at their request.

R. Patents

The Consultant agrees to defend, save, keep, bear harmless, and fully indemnify the Owner and all its employees or agents from damages, costs, or expenses in law and equity, that may arise, or be set up, for infringement of the patent rights of any person or persons in consequence of the use by the Owner or by any of its employees or agents, for articles supplied by Consultant for Owner's use under this Contract. The Owner will give the Consultant prompt notice in writing of any suit or proceeding and provide the Consultant all information, assistance, and authority available.

S. Engineer's Certification on Plans

The Consultant shall endorse the completed plans, specifications, and reports prepared under this Contract and the Task Orders under this Contract and shall affix thereto the seal of a registered professional engineer, licensed to practice in the State of Texas, in accordance with the Texas Engineering and Land Surveying Practice Acts and Rules Concerning Practice and Licensure.

T. Titles/No Partnership

The titles, such as for Sections, Paragraphs, or Parts, used in this Contract are for general reference only and are not part of the Contract. Nothing contained in this Contract will be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint ventures, or partners between Owner and Consultant, and they are and will remain independent contractors one as to the other.

U. Notices

All notices required by law or by this Contract and/or the Task Orders under this Contract to be given to the Consultant must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to the Consultant at such premises and at the following address:

RS&H, INC.
4835 LBJ Fwy, Suite 800
Dallas, TX 75244
Attention: Elliot Neph, PE, VP
with a copy to:
RS&H, INC.
10748 Deerwood Park Boulevard South
Jacksonville, Florida 32256
Attention: Legal Department

All notices required or permitted to be given to the Owner hereunder shall be given by United States mail, postage prepaid, and addressed to:

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

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered. The parties must notify each other promptly in the event of a change in name or address.

V. Controlling Law

This Contract is to be governed by the laws of the State of Texas with venue in Potter County, Texas.

W. Survival

All express representations and indemnifications made in or given in the Contract will survive the

completion of all services of the Consultant under this Contract or the termination of this Contract for any reason.

X. Severability

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and the Consultant, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Y. Non-Exclusive Contract

No part of this contract, including any attachments hereto, shall be construed as creating an exclusive agreement between the parties. The Owner reserves the right to contract with other parties for similar services at any time.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

CONSULTANT:

RS&H, Inc. Rodney L. Bishop Jr.
Rodney L. Bishop Jr. (Nov 26, 2024 4:57 CST)

By: _____
Rodney L. Bishop, Jr., Exec. VP

Date

OWNER:
City of Amarillo

ATTEST:

By: _____
Grayson Path, City Manager

By: _____
Stephanie Coggins, City Secretary

Date

Attachments:

1. Sample Task Order
2. Company Rate Schedule
3. Owner's Responsibility
4. Required Federal Clauses for Professional Services Contracts
5. Duties, Responsibilities, and Limitations of Authority of Resident Project Representative
6. Standards for Construction Observation Services
7. Expenses Addendum to Agreement for Consultant Services

ATTACHMENT N0.1
(SAMPLE TASK ORDER)

TASK ORDER NO. _____

In accordance with Section III, paragraph A of the Contract between Owner and Consultant for Professional Services dated _____, 202_ ("Contract"), Owner and Consultant agree as follows:

Specific Project Data

A. Title: _____

B. Description: _____

1. Services of Consultant

(Incorporate applicable scope of services information)

2. Owners Responsibilities (Incorporate applicable information)

3. Times for Rendering Services

Phase

Completion Date

_____	_____
_____	_____
_____	_____

4. Payments to Engineer

METHOD OF PAYMENT, LUMP SUM:

The total compensation for services identified under Section 1 of the Task Order shall be \$ _____ based on the following distribution:

<i>PHASE</i>	<i>COMPENSATION</i>
<i>Study and Report</i>	
<i>Preliminary Design</i>	
<i>Final Design</i>	
<i>Bidding</i>	
<i>Total</i>	

METHOD OF PAYMENT, STANDARD HOURLY RATES:

1. The Standard Hourly Rates shall be as shown on Attachment No. 2 to the Contract.
2. The total compensation for services identified under Section 1 of the Task Order will be \$ _____ based on the following distribution:

PHASE	COMPENSATION
Study and Report	
Special Services	
Total	

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Contract. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____

OWNER:

City of Amarillo

CONSULTANT:

Signature Date

Name

Title

Designated Representative for Task Order:

Name

Title

Signature Date

Name

Title

Designated Representative for Task Order:

Name

Title

ATTACHMENT NO. 2

COMPENSATION

Hourly rates for work performed under this contract shall be billed at the raw rate of the employee multiplied by an agreed upon multiplier. This multiplier shall be based upon the audited overhead rate and profit.

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
3. All other direct expenses will be invoiced at cost.
4. Refer to attached Expenses Addendum to Agreement for additional reimbursement rates.

ATTACHMENT NO. 3
OWNER'S RESPONSIBILITY

- A. To permit the Consultant to perform the services required hereunder, the Owner shall supply in proper time and sequence the following at no expense to the Consultant:
1. Designate in writing, a person to act as the Owner's representative with respect to the services to be rendered under this Contract. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define the Owner's policies with respect to the Consultant's services.
 2. Furnish, as required for performance of the Consultant's services (except to the extent provided otherwise in Attachment No. 1 or in future Task Orders), data prepared by or services of others, including without limitation, core borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests, and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restriction; and other special data not covered in Attachment No. 1 or in future Task Orders. Consultant shall be entitled to rely on any and all information furnished by Owner.
 3. Provide access to and make all provisions for the Consultant to enter upon publicly owned property as required to perform the work.
 4. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project; and such approvals and consents from others as may be necessary for completion of the Project.
 5. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of an attorney, insurance counselor or others as the Owner deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 6. Give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services or any defect in the work of Construction Contractor(s), Consultants, or the Consultant.
 7. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.
- If the Consultant encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including

soil contamination in the Project area, the Consultant shall cease activity in said area and promptly notify the Owner who shall proceed as set forth above. Unless otherwise specifically provided in Attachment No. 1 or in future Task Orders, the services to be provided by the Consultant do not include identification of asbestos or pollution, including soil contamination, and the Consultant has no duty to identify or attempt to identify the same in the Project area.

8. Provide such inspection services (except to the extent provided otherwise in Attachment No. 1) as the Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.
9. Provide available "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
10. Provide other services, materials, or data as may be set forth in Attachment No. 1 or in future Task Orders.

ATTACHMENT NO. 4
REQUIRED FEDERAL CLAUSES FOR
PROFESSIONAL SERVICES CONTRACTS
ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS
(Reference 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS
(Reference: 49 USC§ 47123)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a)** the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b)** the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS -TITLE VI ASSURANCES

1.1.1. Title VI Solicitation Notice

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Title VI Solicitation Notice:

The City of Amarillo Rick Husband Amarillo International Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1.1.2. Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally- Assisted Programs at the Federal Aviation Administration)

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor 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 its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

1.1.3. Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally- Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but 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);
- 49 CFR part 21 (Non-discrimination In Federally Assisted Programs of The Department of Transportation- Effectuation of Title VI of The Civil Rights Act of 1964);
- 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);
- 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);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit 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 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G)) Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

(Reference: 2 CFR § 200 Appendix II (E))

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

COPELAND "ANTI-KICKBACK" ACT

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti- Kickback" Act requirements. All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

DAVIS-BACON REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II(D))

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account {except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act {29 CFR Part 3}}, the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination {including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification {if known}, or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division,

Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(8) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration.

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esalwhdlforms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no

deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph {3}{ii}{B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph {3}{i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates {expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offerer certifies that at the time the bidder or offerer submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

DISADVANTAGED BUSINESS ENTERPRISE

(Reference: 49 CFR part 26)

Contract Assurance (§ 26.13) - The contractor or subcontractor 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 contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within

{specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC§ 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities	
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor - Wage and Hour Division	

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an 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.

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.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor - Occupational Safety and Health Administration

RIGHT TO INVENTIONS

(Reference 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FM and the Sponsor of the Federal grant under which this contract is executed.

TERMINATION OF CONTRACT

(Reference 2 CFR § 200 Appendix II(B))

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

TRADE RESTRICTION

(Reference: 49 CFR part 30)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

VETERAN'S PREFERENCE

(Reference: 49 use§ 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

PROHIBITION ON HUMAN TRAFFICKING

The Rick Husband Amarillo International Airport condemns all forms of human trafficking including the commercial sexual exploitation of children. The Airport believes that the protection of children from sexual exploitation is a moral imperative and socially responsible business policies and practices must reflect this principle. The Airport will strictly comply with all applicable laws and regulations regarding the prevention of human trafficking and the commercial sexual exploitation of children, including the prevention of the use of its premises for such exploitation. All Airport tenants, contractors and subcontractors shall adhere to all Airport policies and applicable laws and regulations regarding the prevention of human trafficking and the commercial sexual exploitation of children.

ATTACHMENT NO. 5

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

A. General.

Resident Project Representative is Consultant's Agent and will act as directed by and under the supervision of Consultant also referred to in this Attachment as Engineer and will confer with Consultant regarding their actions. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be only with Consultant and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with Owner will only be through or as directed by Consultant.

B. Duties and Responsibilities.

Resident Project Representative will:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by Contractor and consult with Consultant concerning their acceptability.
2. Conferences: Attend preconstruction conferences, arrange and schedule progress meetings, and other job conferences as required in consultation with Consultant and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as Consultant's liaison with Contractor working principally through Contractor's superintendent and assist him in understanding the intent of the Contractor documents. Assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - b. As requested by Consultant, assist in obtaining from Owner additional details or information, when required at the job site for proper execution of the work.
4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify Consultant of their availability for examination.
 - b. Advise Consultant and Contractor or its superintendent as soon as reasonably possible upon commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by Consultant.
5. Review of Work, Rejection of Defective Work, Inspections, and Tests:
 - a. Conduct on-site observations of the work in progress to assist Consultant in determining if the work is proceeding in accordance with the Contract documents and that completed work will conform to the Contract documents.
 - b. Report to Consultant whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment and advise Consultant when they believe work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

- c. Verify that tests, equipment and systems startups, and operating and maintenance instructions are conducted as required by the Contractor documents and in the presence of required personnel, but only to the extent construction is observed by the Resident Project Representative, and endeavor to ensure that Contractor maintains adequate records thereof, as well as observe, record, and report to Consultant appropriate details relative to the test procedures and startups. The frequency of site visits and observations in order to comply with this responsibility shall be described in each Task Order.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections, and report to Consultant.
 - e. Advise the Contractor, the Airport Director of Aviation, Deputy Director or Facilities Supervisor, and/or the FAA of safety concerns noted during construction operations.
- 6. Interpretation of Contract Documents: Transmit to Contractor Consultant's clarifications and interpretations of the Contract documents.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendation to Consultant.
- 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract. Consultant's clarifications and interpretations of the Contract documents, progress reports, and other project-related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Consultant.
 - c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 9. Reports:
 - a. Furnish Consultant periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the work.
 - c. Report immediately to Consultant upon the occurrence of any accident.
- 10. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward those with recommendations to Consultant, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 11. Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates,

maintenance, and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and deliver this material to Consultant for their review and forwarding to Owner prior to final acceptance of the work.

12. Completion:

- a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority.

Except upon written instructions of Consultant, Resident Project Representative:

1. Shall not authorize any deviation from the Contract documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on Consultant's authority as set forth in the Contractor documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent, or expedite the work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract documents.
5. Shall not advise on or issue direction as to methods of eliminating safety concerns noted in connection with the work.
6. Shall not authorize Owner to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests, with the exception of nuclear density testing and fresh concrete testing, as required by the specification or directed by the Consultant.

ATTACHMENT NO. 6

STANDARDS FOR CONSTRUCTION OBSERVATION SERVICES

Minimum Qualifications for Personnel, Equipment, and Facilities to be provided by the Consulting Engineering Firm responsible for Construction Observation Services to verify that the construction is in general accordance with the approved plans and specifications.

I. Scope

The Consulting Engineering Firm (Engineer) shall provide Construction Observation Services for the project described in the basic portion of this document. The Engineer will be required to furnish material, provide qualified personnel and equipment; perform required tests; and submit the reports described herein. The purpose of these services is to verify that the project is being constructed in compliance with the approved plans and specifications, but only to the extent construction is observed by the Engineer. The frequency of site visits and observations in order to comply with all Construction Observation Services shall be described in each Task Order.

II. Laboratory Building, Equipment, and Contract Documents

- A. The Engineer shall ensure that a facility suitable for use as a field office and laboratory is provided for in the construction contract documents.
- B. The Engineer shall assure that equipment required for surveying, material testing, and project inspection is provided for in the construction contract specifications.
- C. The Engineer shall assure that approved plans and/or specifications are available to construction observation and testing laboratory personnel employed by the Engineer or working under contract with the Consultant.

III. Project Consultant

- A. The Project Engineer shall be a Professional Engineer, licensed in the state where construction takes place (or a reciprocal state), unless otherwise approved in advance by the Owner, and shall have overall responsibility for construction observation of the project and confirm to the Owner that the construction observed by Engineer is in accordance with the approved plans and specifications. The Engineer shall be on the project site at the beginning of any critical operations and shall supervise all additional construction observation personnel (Critical operations shall be specifically defined in the COP). The Engineer shall have authority to make decisions regarding the project, subject to approval of the Owner and the FAA. Official project documents (i.e. change orders, inspection reports, etc.) shall always be signed by the Project Engineer. Documents shall also be signed by the appropriate construction observer if the Project Engineer is not on site to observe operations. Unless otherwise approved by the FAA, the Project Engineer shall meet the following minimum requirements:

Earthwork - 3 years' experience in earthwork construction.

Base and Subbase - 3 years' experience in base and subbase construction.

Concrete or Asphalt - 5 years' experience in airport or highway pavement construction.

- B. During construction operations which require observation or testing, either the Project Engineer or a

qualified construction observer shall be on the project site. Qualifications for construction observation personnel are outlined in the appropriate sections.

IV. Testing Laboratory

- A. The laboratory furnishing testing services for the project shall be tested for proficiency by a nationally recognized accreditation program i.e. AASHTO, NVLAP or A2LA. [NOTE: If a testing laboratory can show evidence that it has applied for and paid necessary fees to an acceptable laboratory accreditation program, such evidence may satisfy this requirement.] The laboratory shall only be required to have accreditation for tests required in the project.
- B. Testing functions occurring in the field such as density testing, material sampling, or specimen preparation may be performed by accredited laboratory personnel or other qualified personnel. The minimum qualifications for Field Testing Personnel are outlined under Part VII. For areas not covered under Part VII, field testing personnel shall have as a minimum, one (1) year of experience with the appropriate material and construction methods.

V. Construction Observation Program

- A. At least a minimum of ten (10) days prior to the pre-construction meeting the Engineer shall submit a COP to the FAA for approval. [NOTE: An approved COP will be required prior to FAA authorization to issue Notice to Proceed.] The COP shall detail the measures and procedures to be used by the Engineer to comply with quality assurance provisions of the construction contract, including, but not limited to, all quality assurance provisions and tests required by the project specifications. The program shall include the following items as a minimum:
 - 1. Name of the person representing the Owner who has overall responsibility for [construction] contract administration for the project and the authority to take necessary actions to comply with the Contract.
 - 2. Names of testing laboratories and a certificate of accreditation indicating proficiency in specific test standards.
 - 3. Names of other engineering firms with quality assurance responsibilities for the project including a description of the services to be provided by each firm.
 - 4. List qualifications for the Project Engineer, site inspectors, laboratory personnel, and testing personnel.
 - 5. Listing of all tests required by the [construction] contract specification, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - 6. Procedures for confirming that:
 - 7. Tests are taken in accordance with the approved COP;
 - 8. Tests are documented properly;

9. Corrective actions/retesting are taken for failed tests;
10. Mix designs meet project specifications and Engineer's approval is properly documented;
11. Quality and quantity, and
12. Reports are transmitted to proper parties.

VI. Surveying

- A. The surveying included in this portion of the engineering Contract is for construction of the project. All field notes and data collected during design will be available to the Project Engineer regardless of who designs the project. The survey party shall consist of a party chief and a qualified survey crew. If property surveying is required, the party chief shall be a registered land surveyor.
- B. Unless otherwise specified in the Contract documents, the Contractor shall be responsible for all construction staking. The Owner's survey personnel shall not be employed by the Contractor. The Owner's survey party shall establish initial vertical and horizontal control points, make spot checks on alignment, verify proper cross sections of the completed pavement layers (subgrade, subbase, base course, and surface course) and verify final cross sections for computing final pay quantities. In the event that the Owner is also responsible for construction staking, the survey party shall be responsible for horizontal layout and vertical control, grade staking, verifying the final grades of the completed subgrade, subbase, base course, and surface course layers and verifying final cross sections for computing final pay quantities.

VII. Construction, Observation, and Material Testing

A. Subgrade, Subbase, and Base Course Construction Personnel.

1. Field Construction Observer: The Engineer shall provide at least one (1) on-site construction observer per shift with a minimum of two (2) years' experience in earthwork, and aggregate subbase/base course construction. A four (4) year college degree in engineering or a certificate of completion from an acceptable training course may be substituted for up to one (1) year of experience (requires approval by the FAA). If additional assistant construction observers are required they shall have a working knowledge of earthwork and subbase/base coarse construction procedures.
2. Field Testing Personnel: Unless otherwise required in the construction specifications, field testing personnel shall have a minimum of one (1) year experience in field testing of subgrade, subbase, and base courses. In lieu of working experience, a certificate of completion from an acceptable training course may be accepted, (requires approval by the FAA).
3. Laboratory Personnel: The supervisor(s) of the main testing laboratory and field laboratory shall have as a minimum two (2) years of prior employment with the official project testing laboratory or other testing laboratories with approved accreditation. The supervisor is ultimately responsible for the testing activity, but need not be present for field sampling or field testing.

B. Bituminous Paving Observation Personnel.

- Field and Plant Inspectors: The Engineer shall furnish a sufficient number of observers to adequately observe plant and field laydown operations. A minimum of one (1) on-site observer per shift shall have at least five (5) years of experience in the field of bituminous pavement construction. A four (4) year college degree in engineering or a certificate of completion from an acceptable training course may be substituted for up to one (1) year of experience (requires approval by the FAA). Additional assistant observers shall have a working knowledge of the appropriate construction procedures. This includes observers for construction of bituminous seal coats and surface courses.
- Field Testing Personnel: Unless otherwise required in the construction specifications, field testing personnel shall have a minimum of one (1) year experience in field testing and sampling of bituminous concrete. In lieu of working experience, a certificate of completion from an acceptable training course may be accepted (requires approval by the FAA).
- Laboratory Personnel: The supervisor(s) of the main laboratory and field laboratory shall have a minimum of two (2) years of supervisory employment with this laboratory or other laboratories with approved accreditation. Additional laboratory personnel shall have a working knowledge of bituminous mixture testing. The supervisor is ultimately responsible for the testing activity, but need not be present for field sampling or field testing.

C. Concrete Paving and Structural Concrete Observation Personnel.

1. Field Observers: The Engineer shall furnish a sufficient number of observers to adequately observe plant and field placement operations. A minimum of one (1) on-site observer per shift shall have at least five (5) years' experience in concrete pavement construction. A four (4) year college degree in engineering or a certificate of completion from an acceptable training course may be substituted for up to one (1) year of experience (requires approval by the FAA). The observer shall be on site during the placing, initial sawing and initial curing operations. Additional assistant observers shall have a working knowledge of concrete paving procedures.
2. Field Testing Personnel: Unless otherwise required in the construction specifications, field testing personnel shall have a minimum of one (1) year experience in field testing and sampling of portland cement concrete. In lieu of work experience, a certificate of completion from an acceptable training course may be accepted (requires approval by the FAA).
3. Testing Laboratory Personnel: The supervisor of the main laboratory and field laboratory shall have a minimum of two (2) years of employment with this laboratory or other laboratories that have approved accreditation. Additional laboratory personnel shall have a working knowledge of concrete testing. The supervisor is ultimately responsible for the testing activity, but need not be present for field sampling or field testing.

D. Manufactured Materials.

For manufactured items such as cement, asphalt, steel, lime, etc., the Project Engineer may accept the

vendor's certification that the materials meet the specifications, or they may require the material to be tested for compliance to the specifications.

E. Report of Test Results to the Contractor.

The Contractor shall be verbally notified of the test results immediately after the tests have been completed. The information shall include the results of the tests and any payment deductions due to substandard construction materials. In no case shall the Contractor be verbally notified later than four (4) working hours after the test results have been completed. Additional written notification shall be provided to the Contractor within seven (7) days after the tests have been completed.

F. Retesting.

The testing laboratory shall provide written notification to the Owner and the Contractor of additional costs incurred from retesting of failed materials and additional quality assurance tests.

G. Reports.

1. Weekly Reports: Tests reports including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the FAA upon request.
2. Final Report: At the end of the job the Project Engineer shall submit a final test and quality control report documenting the results of all tests performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The report shall include the pay reductions applied and justification for accepting any out-of-tolerance materials.

ATTACHMENT NO. 7

EXPENSES ADDENDUM TO AGREEMENT FOR CONSULTANT SERVICES

The Agreement to which this Addendum is attached obligates the City of Amarillo ("CITY") to pay your expenses associated with delivery of services and work product. This Addendum amends the Agreement to state the maximum amounts which CITY will reimburse you for the types of expenses listed. CITY provides quality services on a frugal public budget and we expect the same good stewardship of public funds by professionals with whom CITY contracts. These expense limitations also apply to consultants, experts, and other third parties whom you may hire. You and others are free to incur any level of cost or luxury desired, but CITY'S obligation to reimburse expenses is capped at the lesser of either actual cost or the maximums stated for each category below. Itemized receipts or accounting are a prerequisite to CITY'S obligation to pay the expenses listed in this Addendum:

Hotel. \$135.00 per night inclusive of taxes or negotiated City rate. City will not pay for room service, Internet, movies, massages, valet parking, telephone calls (except to City personnel on job-related matters), or other hotel services.

Airfare. City pays only the lowest available fare for economy e-ticket as shown on the airline's website.

Rental car. City will pay the rental and taxes for a compact or mid-size car; no fuel charges, waivers, or insurance fees. A larger vehicle may be authorized for special needs or business necessity.

Meals. Actual costs, up to \$35 per day; no alcohol. Without receipts, the per diem is a flat \$3.00 per meal.

Amenities. You are solely responsible for the cost of snacks, drinks, flowers, alcohol, etc. that are not necessary for conducting City business. This does not cover food and non-alcoholic beverages used during extended conferences, mediation, etc.

Business services. When in Amarillo - You shall use photocopiers, printers, facsimiles, and similar services at CITY'S offices. When outside Amarillo - CITY will pay you the actual cost of such services as evidenced by your receipts.

Surcharge, Overhead, etc. CITY does not pay any percentage as "administrative" overhead or other surcharges on expenses.

Mileage, Tolls and Airport Parking. City will pay mileage to and from the airport to and from your place of business at the rate set by the Internal Revenue Code for business mileage and the actual cost of tolls and airport parking.

Exceptions. You may request an exception by CITY to any of the above limits due to special needs of the case or reasonable accommodation for a disability.

RSandH Master Contract 2024 (2024-12-10)

Final Audit Report

2024-11-26

Created:	2024-11-26
By:	Esmeralda Urbano (Esmeralda.Urbano@rsandh.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwkqKiNkLBIEWLmQmkGKU_wxlMtItFM8M

"RSandH Master Contract 2024 (2024-12-10)" History

-  Document created by Esmeralda Urbano (Esmeralda.Urbano@rsandh.com)
2024-11-26 - 7:46:22 PM GMT
-  Document emailed to rodney.bishop@rsandh.com for signature
2024-11-26 - 7:46:47 PM GMT
-  Email viewed by rodney.bishop@rsandh.com
2024-11-26 - 9:56:34 PM GMT
-  Signer rodney.bishop@rsandh.com entered name at signing as Rodney L. Bishop Jr.
2024-11-26 - 9:57:12 PM GMT
-  Document e-signed by Rodney L. Bishop Jr. (rodney.bishop@rsandh.com)
Signature Date: 2024-11-26 - 9:57:14 PM GMT - Time Source: server
-  Agreement completed.
2024-11-26 - 9:57:14 PM GMT

RFQ 300-25 JLO - Airport Engineering Services
Scoring Summary

Active Submissions

	Total	A - Required Documentation	A-1 - Required Documentation Accounted For	B - Evaluation Criteria	B-1 - Recent experience in performing airport-related design/construction projects.	B-2 - Key personnel's professional qualifications and knowledge of FAA regulations.	B-3 - Overall engineering and construction management experience.	B-4 - Experience in project portfolio management and master planning.	B-5 - Qualifications and experience of anticipated subcontractors.	B-6 - Proximity of office locations to the Airport and ability to meet the basic requirements.	B-7 - General approach to technology usage and firm's available technology offerings.	B-8 - Success of 2 past projects and relevance to this airport.	B-9 - Evidence that the firm has made good faith DBE efforts on past projects.	B-10 - Experience with the firm of provided professional references.	B-11 - Ability to furnish qualified resident engineers & inspectors for construction inspection and project management.
Supplier	/ 100 pts	/ 0 pts	Pass/Fail	/ 100 pts	/ 5 pts	/ 10 pts	/ 15 pts	/ 15 pts	/ 15 pts	/ 10 pts	/ 10 pts	/ 5 pts	/ 5 pts	/ 5 pts	/ 5 pts
RS&H, Inc.	92.4	0	Pass	92.4	5	9.8	13.4	14.4	14	8	9	4.8	5	4.2	4.8
Parkhill	86.4	0	Pass	86.4	3.8	8.2	14	13.2	12.8	9.8	8.6	3.4	4.2	4.6	3.8
Urban Engineers, Inc. dba Urban Services	75	0	Pass	75	3.4	7.4	11.8	12.6	11.6	6.2	7.6	3.8	3.4	3.6	3.6



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Infrastructure
Department: Airport
Contact Person: Michael Conner, Director of Aviation

Agenda Caption: CONSIDER AWARD - CONTRACT FOR REPAIR OF HANGAR RAILS (PHASE I)

This item considers the award of a contract for repair of the hangar rails (Phase I) at the Rick Husband Amarillo International Airport. The project consists of the replacement of the hangar doghouse door rails for two hangars, repair of the apron concrete supporting the rails, and modifications to the hangar doghouse doors to stabilize them.

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

Amount: \$2,609,537.00

Funding Source: General obligation bond proceeds (debt service is funded annually through airport operating revenues)

Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of a contract to Panhandle Steel Buildings, Inc. for repair of the hangar rails (Phase I) at the Rick Husband Amarillo International Airport. The project consists of the replacement of the hangar doghouse door rails for two hangars, repair of the apron concrete supporting the rails, and modifications to the hangar doghouse doors to stabilize them.

Requested Action: Please approve the award of this contract.

Funding Summary: Contract amount of \$2,609,537.00. General Obligation Bond, funded annually by airport revenues.

Purchasing Summary: Purchased through a cooperative agreement (BuyBoard)

Community Engagement Summary: N/A

Staff Recommendation: Airport staff recommends the approval of this contract.

Attachments:

1. 606 & 607 Base Bid Unit Price Form_AMA RHRR
2. HangarRailsStandardFormAgreement
3. ITB 136-25



UNIT PRICE BID FORM

Project Name:	Rolling Hangar Rail Repairs
AMA Project Number:	TBD
City of Amarillo Bid Number:	TBD

The contractor shall fill out the following unit price bid schedule in accordance with the example below

ITEM	SPEC. / DRAW REF. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (IN WORDS)	UNIT PRICE (IN NUMBERS)	TOTAL PRICE (IN NUMBERS)
1.01	EXAMPLE	Concrete Pavement (Example)	SY	10,000	EIGHTY FIVE DOLLARS AND ZERO CENTS	\$85.00	\$850,000.00
Schedule 1 - Base Bid							
1.01	C-100	Contractor Quality Control Program (CQCP)	EA	1	One Hundred Forty Five Thousand Two Hundred Thirty Seven Dollars		145,237.00
1.02	C-102-5.1	Temporary Erosion Controls	LS	1	Twenty Two Thousand Two Hundred Eighty Eight Dollars		22,288.00
1.03	C-102-5.2	Stormwater Pollution Prevention Plan (SWPPP) Document	LS	1	Eleven Thousand Nine Hundred Dollars		11,900.00
1.04	C-105-6.1	Mobilization	LS	1	Eighty Two Thousand Four Hundred Twenty Dollars		82,420.00
1.05	G-201-4.1	Safety and Security	LS	1	One Hundred Forty Eight Thousand Two Hundred Twenty Three Dollars		148,223.00
1.06	G-202.5.1	Survey & Stakeout	LS	1	Forty One Thousand Four Hundred Sixty Nine Dollars		41,469.00
1.07	G-205-5.1	Temporary Construction Items	LS	1	Forty Two Thousand Four Hundred Sixty Eight Dollars		42,468.00
1.08	P-101.5.1	Pavement Removal	SY	383	Two Hundred Sixty Two Thousand Eight Hundred Ninety Eight Dollars		262,898.00
1.09	P-152.4.1	Unclassified Excavation	CY	125	One Hundred Fifty One Thousand Nine Hundred Sixty Four Dollars		151,964.00
1.10	03 30 00	Cast-In-Place Concrete	SY	383	Five Hundred Twenty Four Thousand Seven Hundred Seventy Two Dollars		524,772.00
1.11	05 12 00	Rail & Hardware Installaton	LF	860	Two Hundred Three Thousand Four Hundred Forty Nine Dollars		203,449.00
1.12	05 12 00	Structural Steel Framing	EA	2	Eight Hundred Fifty Thousand Five Hundred Sixty Nine Dollars		850,569.00
1.13	05 40 00	Facade Repair	SF	1500	One Hundred Twenty One Thousand Eight Hundred Eighty Dollars		121,880.00

Rolling Hangar Schedule 1 TOTAL AMOUNT (IN WORDS):

Two Million Six Hundred Nine Thousand Five Hundred Thirty Seven Dollars

Rolling Hangar Schedule 1 TOTAL AMOUNT (IN NUMBERS):

2,609,537.00

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called "City" and **Panhandle Steel Buildings, Inc.**, hereinafter called "Contractor" upon the following terms and conditions.

In consideration of the payment to be made from City to Contractor, Contractor agrees to perform all work under City Bid/Proposal No. **ITB 136-25 JLO** for City Job No. **540405**, in accordance with the Contract Documents listed below and in conformance with all applicable federal, state and local laws, rules, regulations and ordinances. The work to be performed by Contractor is described in the Contract Documents listed below.

The "Contract Documents" consist of the following items, which items, except item G, Contractor acknowledges have previously been provided to or created by Contractor and which items are incorporated into this Agreement by reference as though fully set out in this Agreement:

- A. City's Invitation for Bid or Request for Proposals, as applicable, including all attachments and all addenda issued prior to execution of this Agreement.
- B. Contractor's response to City's Invitation for Bid or Request for Proposal, as applicable.
- C. Uniform General Conditions for City of Amarillo for Construction Contracts or for Public Works Contracts, as applicable (Latest Revision).
- D. Supplementary General Conditions, if any.
- E. All plans and specifications, to include all maps, blueprints, and other drawings and printed matter.
- F. All modifications to Contract Documents issued after execution of this Agreement and accepted by the City and Contractor in writing.
- G. City's Excluded Parties List.
- H. Labor Classification and Minimum Wage Scale (Davis-Bacon Wage Rates).
- I. Labor Classification and Minimum Wage Scale (City of Amarillo Wage Rates).
- J. All required Insurance Certificates, Bonds and affidavits.
- K. Other: _____

The Contractor shall commence work within ten (10) calendar days after written notice to proceed is received from the City, and complete the work in accordance with the Contract Documents.

In accordance with the award the City agrees to pay the Contractor **\$2,609,537.00** for the performance of the work. Payment will be made as provided in the Contract Documents subject to additions and deductions provided for in said Documents.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement to be effective as of the date of the last of the parties to sign.

ATTEST

CITY OF AMARILLO, TEXAS
(City)

Stephanie Coggins, City Secretary

By: _____
Grayson Path, City Manager

Date: _____

PANHANDLE STEEL BUILDINGS, INC.
(Contractor)

By: _____

Printed Name: _____

Title: _____

Date: _____

SUBMITTED FOR EXECUTION (Initiating Department/Division)

By: 

Printed Name: Michael W. Conner

Title: Director of Aviation

Date: 11/27/2024

APPROVED FOR EXECUTION (LEGAL DEPARTMENT)

By: _____

Date: _____

Line Number		Quantity
1	909 11 Airport Facility Maintenance and Repair	1.00

Panhandle Steel Buildings, Inc.
PO Box 1278
Amarillo, TX 79105-1278
806-376-6397

Attn: Stacy Brewer

TexasBuy Board # 728-24

Airport Rolling Hanging Rail Repair

The Rolling Hangar Rail Repair Project will address two current deficiencies in the International Aerospace Coatings (IAC) facility between Hangars 608 and 609. The rolling hangars have become structurally fatigued and require wheel replacements and various structural stiffness components be added to continue safe and efficient operations in support of the primary tenant facility utilization. In addition the existing concrete-embedded steel rails the rolling hangars traverse have deteriorated due to age and constant use. This project will replace the concrete and steel rails to improve hangar mobility. Finally, due to ongoing rolling structure maintenance, the lower 6 foot portion of existing sheet metal façade and skirting is being partially replaced to improve the environmental envelope of the structures and improve site aesthetics.

This project will procure two (2) new concrete-embedded steel rails, various structural steel stiffener elements, replacement structure wheels for both hangars , and up to fifteen hundred (1,500) square feet of building sheet metal façade.



540405.17400.2040

Rick Husband Amarillo International Airport
Attn: Mike Conner
10801 Airport Blvd
Amarillo, Texas 79111
806-335-1671

Vendor Number	Name	Unit Cost	Extended Price
376533	PANHANDLESTEEL BUILDINGS INC	2,609,537.0000	2,609,537.00
TOTALAMOUNT BID \$2,609,537.00			



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Business Friendly Community
Department: Airport
Contact Person: Michael Conner, Director of Aviation

Agenda Caption: CONSIDER AWARD - DISPLAY AGREEMENT WITH HEART GALLERY

This item considers the approval of an agreement with the Heart Gallery of the Panhandle Plains for the display of a Heart Gallery exhibit at the Rick Husband Amarillo International Airport.

Agenda Item Summary: This item considers the approval of an agreement with the Heart Gallery of the Panhandle Plains for the display of a Heart Gallery exhibit at the Rick Husband Amarillo International Airport. The agreement has an initial term of one year, with two one-year options for extension. The exhibit will be designed to help align children and youth needing adoption in the Texas Panhandle with potential adoptive parents. The Heart Gallery works closely with the Texas Department of Family and Protective Services and with Child Protective Services to find permanent homes for children in the care of those agencies. The Texas Governor's Commission for Women supports the Heart Gallery's adoption outreach programs. This display will be located prominently on a wall in the airport's baggage claim area.

Requested Action: Please approve this agreement.

Funding Summary: This is a no-cost/no-revenue agreement.

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Airport staff recommends this agreement.

Attachments: 1. Airport Display Agreement

RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT
AGREEMENT FOR NON-PROFIT DISPLAY

THE STATE OF TEXAS
COUNTY OF POTTER

THIS AGREEMENT is by and between the CITY OF AMARILLO, a Texas municipal corporation, hereinafter referred to as "CITY" or "LESSOR," and HEART GALLERY OF THE PANHANDLE PLAINS, hereinafter referred to as "LESSEE" OR "HGPP," having its principle place of business located at 5600 Bell, Suite 105, Box 208, Amarillo, TX 79109:

WHEREAS, CITY and HGPP desire to recognize that thousands of children await adoption in the state of Texas every day and that bringing attention to this need can have positive effects on children and families in Amarillo Texas; and

WHEREAS, CITY and HGPP share a commitment to the well-being and future of the Amarillo community's children and youth and believe that raising the awareness about the needs of children awaiting adoption and the promotion of adoption of children from the Texas foster care system into permanent loving families is critical to ensuring that every child and youth has the opportunity to thrive in a safe and supportive home environment; and

WHEREAS, CITY owns and operates the Rick Husband Amarillo International Airport, hereinafter referred to as "AIRPORT," and the AIRPORT has terminal building wall space available to sustain the display of HGPP materials that uphold HGPP's efforts to support the CITY's and HGPP's shared commitment indicated above.

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions, and agreements set forth in this AGREEMENT, CITY and HGPP agree as follows:

1. **Purpose.** The purpose of this AGREEMENT is to provide the terms and conditions by which terminal building space at the AIRPORT will be utilized for placement of materials promoting HGPP's mission which were created by HGPP (hereinafter, the "Exhibit").
2. **Term.** The term of this AGREEMENT is for a period of twelve (12) months, beginning on the date this AGREEMENT is fully executed by both parties and ending on the last day of the month exactly twelve (12) calendar months after the beginning date. The term may then be renewed for two (2) possible separate and distinct option periods of twelve (12) calendar months each at the discretion of the CITY's Director of Aviation and if executed in writing and countersigned by both parties. Notwithstanding the initial term or option terms specified herein, the Director of Aviation may, for Airport operational purposes or other purposes and without cause, terminate this AGREEMENT and cancel HGPP's right to utilize the aforementioned terminal space or display the Exhibit upon not less than 10 days advance written notice to HGPP. HGPP may terminate this AGREEMENT and remove the Exhibit at any time upon not less than 10 days advance written notice to the Director of Aviation.
3. **Approval of Exhibit.** HGPP shall provide design materials to the Director of Aviation at least 10 business days prior to the planned placement of the Exhibit to allow for the review of the proposed Exhibit. The Director of Aviation shall have the final approval authority for the contents of the Exhibit, which shall not be unreasonably withheld.

4. **Placement of Exhibit.** HGPP shall arrange, at HGPP's sole cost and expense, for the creation and placement of the Exhibit, as may be updated from time to time during the course of this AGREEMENT. The CITY's Director of Aviation shall approve the exact location for the Exhibit in the AIRPORT's terminal building. HGPP shall accomplish placement of the Exhibit without the use of CITY or AIRPORT employees or resources. HGPP shall ensure that the Exhibit is displayed in a manner that avoids interference with pedestrian traffic or any normal airport activity. During the period(s) that the Exhibit is on display, the Exhibit may not be sold, bartered, or exchanged by HGPP with any other party. HGPP acknowledges and agrees that HGPP and the person or artist whose work comprises, or created, the Exhibit shall not profit from the display of the Exhibit as described herein, nor provide profit to any other person or entity except for the purchase of the raw materials comprising the Exhibit. HGPP and CITY agree that the Exhibit is, and shall forever remain, for non-commercial purposes.
5. **Relocation and Modification of Exhibit.** Once a site for the Exhibit is determined, the Director of Aviation does not anticipate the need to relocate the Exhibit during the term of this agreement. However, in the event relocation of the Exhibit is deemed necessary due to grave necessity, emergency conditions, or other unforeseen circumstances, the AIRPORT will compensate HGPP for reasonable costs (as determined by the Director of Aviation) for its relocation.

Once per month, HGPP shall review the Exhibit to ensure that it is current and that any pictures of children and youth that are included as part of the Exhibit are still available for adoption. Any outdated pictures or other portions of the Exhibit shall be immediately replaced within 5 days of each monthly review.

6. **No public forum.** HGPP expressly understands and agrees that the Rick Husband Amarillo International Airport is neither a traditional public forum nor a designated public forum for the exercise of First Amendment activities, as such forums are known and used in the context of U.S. constitutional law, and that the CITY's grant of permission and approval to display the Exhibit for the benefit of the traveling public does not in any way nor at any time during the term of this AGREEMENT make the CITY or the Rick Husband Amarillo International Airport a traditional public forum nor a designated public forum.
7. **Rental.** In consideration of the use of the property, generally located at 10801 Airport Blvd, Amarillo, TX 79111, only as detailed herein and approved by the CITY's Director of Aviation, HGPP shall pay monthly rent of zero (\$0) dollars for the initial term and any agreed upon optional periods.
8. **Holding over and final termination.** It is expressly understood by HGPP and CITY that there shall be no holding over by HGPP and that the Exhibit shall be removed from the premises prior to the final terminal date of this AGREEMENT. HGPP shall restore the terminal wall where the Exhibit was placed to its condition prior to the installation of the Exhibit. If HGPP fails to remove the Exhibit prior to this date, CITY has the right to remove the Exhibit and charge HGPP for the labor to remove the Exhibit, restore the wall to original condition, and for any storage, insurance, and transportation costs incurred by the CITY to store the Exhibit for up to 90 days. If HGPP fails to retrieve the Exhibit after 90 days, the CITY shall have the right to destroy or otherwise dispose of the Exhibit.
9. **Insurance and liability.** If HGPP determines that the value of the Exhibit is of any significant monetary value to HGPP, then HGPP shall insure the Exhibit for at least its estimated value.

HGPP understands that the Exhibit could become damaged by the public or by other unforeseen circumstances such as fire, earthquake, water damage, or other unknown causes and that CITY and AIRPORT shall have no liability or responsibility to fix, repair, or replace the Exhibit if it becomes damaged or destroyed during the term of this AGREEMENT no matter what or who caused the damage or destruction in any and all circumstances. HGPP shall not design any element into the Exhibit which could cause a fire or other damage to the AIRPORT terminal building or any area surrounding the Exhibit while it is installed at the AIRPORT.

10. **Indemnity.** Lessee will indemnify, defend, and hold harmless lessor, its officers, and employees for any and all liability, judgements, or expenses of any nature whatsoever, including court costs, reasonable attorney fees, and interest, for any property damage and death or injury to persons arising out of or related to lessee's occupancy of the premises and its operations therein, including but not limited to any act of commission or omission by lessor, its agents, employees, or invitees. Additionally, lessee agrees that lessor shall not be liable to lessee for any damages caused by (i) lessor's negligence, or that of its employees officers, or invitees, (ii) lessor's failure to furnish any services to lessee, (iii) lessor's failure of any equipment furnished to lessee by lessor, (iv) any damage caused by the temporary relocation of lessee for repair, improvement, or enlargement of the premises or lessor's equipment or (v) the condition of the premises.
11. **Access.** HGPP shall have access to the Exhibit for review and any necessary modifications at all times that the AIRPORT terminal building is open to the public. At any time, the AIRPORT reserves the right, without any compensation to HGPP whatsoever, to close the terminal building during overnight hours or at other times for any purpose necessary as determined by the Director of Aviation.
12. **Utilities and maintenance.** CITY shall generally provide the utilities to the AIRPORT terminal building which are used to light the area where the Exhibit is located. CITY and AIRPORT do not warrant that such utilities will be available 24 hours per day, and HGPP shall not claim any damages against CITY or AIRPORT if the Exhibit becomes unlighted for any reason and for any length of time. CITY and AIRPORT shall generally maintain the area around the Exhibit as it would any other public area of the terminal building without regard to HGPP's interest or investment in the Exhibit. HGPP shall be solely responsible for maintenance of the Exhibit.
13. **No partnership.** CITY and HGPP agree that this agreement does not create any legal partnership of any kind between the two parties.
14. **No assignment.** HGPP shall not, in any manner, assign or transfer this Agreement or any interest therein without the prior written consent of CITY.
15. **No exclusive rights.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958.
16. **Notices.** CITY hereby designates its Airport Director as its official representative with the full power to represent CITY in all dealings with HGPP in connection with this AGREEMENT and the AIRPORT premises.

All notices provided for herein shall be given by registered mail as follows:

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

TO HGPP: Amy Crowley
Heart Gallery of the Panhandle Plains
5600 Bell, Suite 105, Box 208
Amarillo, TX 79109

17. Entire agreement. This AGREEMENT is the final, complete, and exclusive statement of the understanding and agreement between CITY and HGPP with relation to this subject matter. No oral representations, understandings, or agreements covering this subject matter can supersede, contradict, or supplement this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

HGPP:

Attest:

By: Amy Crowley

By: _____

Signature: Amy Crowley

Signature: _____

Date: 11-1-2024

Date: _____

CITY:

Attest:

By: Grayson Path, City Manager

By: Stephanie Coggins, City Secretary

Signature: _____

Signature: _____

Date: _____

Date: _____



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Infrastructure
Public Safety

Department: Airport

Contact Person: Michael Conner, Director of Aviation

Agenda Caption: CONSIDER AWARD - AIRPORT TERMINAL SPACE LEASE

This item considers the award of a terminal space lease contract between the Federal General Services Administration (GSA) and the Rick Husband Amarillo International Airport for the office spaces required by the Transportation Security Administration (TSA). The agreement is a 15-year agreement with 2 option years. The space encompasses 2,624 sq. ft. spread across the 1st, 2nd, and 3rd floors of the airport's passenger terminal building, and includes all standard utilities, plus use of a terminal auto parking space.

Award to: General Services Administration

Amount:

Years 1-4 = \$115,412.00 per year
 Years 5-9 = \$149,383.80 per year
 Years 10-15 = \$155,445.74 per year
 Option Years 16-17 = \$161,810.78 per year
 (Total with options = \$2,464,863)

Agenda Item Summary: This item considers the award of a terminal space lease contract between the Federal General Services Administration (GSA) and the Rick Husband Amarillo International Airport for the office spaces required by the Transportation Security Administration (TSA). The agreement is a 15-year agreement with 2 option years. The space encompasses 2,624 sq. ft. spread across the 1st, 2nd, and 3rd floors of the airport's passenger terminal building, and includes all standard utilities, plus use of a terminal auto parking space.

Requested Action: Please approve this space lease agreement.

Funding Summary: This is a revenue contract with the Federal Government.

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Airport staff recommends this agreement.

Attachments: 1. GS-07P-LTX01406 + EXHIBITS

2. Pre-Award Letter (2)

LEASE NO. GS-07P-LTX01406

On-Airport Lease
GSA TEMPLATE L201D (OCT 2023)

A. This Lease is made and entered into between

City of Amarillo

(Lessor), whose principal place of business is 601 S. Buchanan Amarillo TX 79101-1971, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

10801 Airport Blvd, Amarillo, TX 79111-1211

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon 07/01/2025, and continuing for a period of

17 Years, 15 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name: Grayson Path
Title: City Manager
Entity: City of Amarillo
Date:

Name: Aimee C. Serna
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date:

WITNESSED FOR THE LESSOR BY:

Name: Stephanie Coggins
Title: City Secretary
Date:

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS	3
1.01 THE PREMISES (OCT 2022)	3
1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)	3
1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2023)	3
1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)	4
1.05 RENEWAL RIGHTS (OCT 2016)	4
1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2023)	4
1.07 OPERATING COST BASE (OCT 2016)	4
1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)	4
SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS	5
2.01 DEFINITIONS AND GENERAL TERMS (OCT 2023)	5
2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)	6
2.03 WAIVER OF RESTORATION (OCT 2023)	6
2.04 OPERATING COSTS ADJUSTMENT (JUN 2012)	6
2.05 RELOCATION RIGHTS (OCT 2021)	7
2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)	7
2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)	7
2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)	7
2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)	7
2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)	7
2.11 ENTITY NAME (OCT 2023)	7
SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS	8
3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)	8
3.02 MEANS OF EGRESS (MAY 2015)	8
3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)	8
3.04 FIRE ALARM SYSTEM (SEP 2013)	8
3.05 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)	9
3.06 ACCESSIBILITY (FEB 2007)	10
3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	10
3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)	10
3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022)	10
3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)	10
3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022)	10
SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM	11
4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)	11
4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)	11
4.04 RECYCLING (ON-AIRPORT) (OCT 2023)	11
4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)	11
4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)	11
4.07 INDOOR AIR QUALITY (OCT 2023)	12
4.08 HAZARDOUS MATERIALS AND MOLD (ON-AIRPORT) (OCT 2023)	13
4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)	14
SECTION 5 ADDITIONAL TERMS AND CONDITIONS	15
5.01 PROVISIONAL ACCEPTANCE (FEB 2021)	15

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2022)

The Premises are described as follows:

- A. Office and Related Space. **2,624** rentable square feet (RSF), yielding **2,624** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **1st, 2nd and 3rd** floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.
- B. Common Area Factor. The Common Area Factor (CAF) is established as **100** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking. **1** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved for the exclusive use of the Government, of which **871** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes and Related Transmission Devices. (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2023)

- A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 4		Years 5 - 9	
	Annual Rent	Annual Rate / RSF (as rounded to the nearest penny)	Annual Rent	Annual Rate / RSF (as rounded to the nearest penny)
Shell Rental Rate	\$87,267.21	\$33.26	\$121,239.00	\$46.20
Operating Costs	\$28,144.79	\$10.73	\$28,144.79	\$10.73
Full Service Rate	\$115,412.00	\$43.99	\$149,383.80	\$56.93

	Years 10 - 15		Years 16 - 17	
	Annual Rent	Annual Rate / RSF (as rounded to the nearest penny)	Annual Rent	Annual Rate / RSF (as rounded to the nearest penny)
Shell Rental Rate	\$127,300.95	\$48.51	\$133,665.99	\$50.94
Operating Costs	\$28,144.79	\$10.73	\$28,144.79	\$10.73
Full Service Rate	\$155,445.74	\$59.24	\$161,810.78	\$61.67

- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **2,624** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA 3517, General Clauses.
- E. INTENTIONALLY DELETED
- F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

- G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.
- H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises;"
 2. Performance or satisfaction of all other obligations set forth in this Lease; and,
 4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. INTENTIONALLY DELETED

- B. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **60 days'** prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2023)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	3	A
Parking Plan(s)	1	B
GSA 3517A, General Clauses	17	C
FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES	4	D
SECURITY REQUIREMENTS – FACILITY SECURITY LEVEL 2	10	E

1.07 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$10.73** per RSF.

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier

UEI: **PJXCHBFQ3LD7**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2023)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. General Contract Terms.

1. "Contract" means lease.
2. "Contractor" means Lessor.
3. "Days" means calendar days, unless specified otherwise.
4. "Delivery Date" means the date specified in or determined pursuant to the provisions of the lease for delivery of the premises to the Government, improved in accordance with the provisions of the lease and substantially complete, as such date may be modified in accordance with the provisions of the lease.
5. "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
 - a. Acts of God or of the public enemy,
 - b. Acts of the United States of America in either its sovereign or contractual capacity,
 - c. Acts of another contractor in the performance of a contract with the Government,
 - d. Fires,
 - e. Floods,
 - f. Epidemics,
 - g. Quarantine restrictions,
 - h. Strikes,
 - i. Freight embargoes,
 - j. Unusually severe weather, or
 - k. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
6. "Lease Award Date" means the date the LCO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties' obligations under the lease begin).
7. "Lease Term Commencement Date" means the date on which the lease term commences.
8. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.
9. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.
2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

3. "Appurtenant Areas" means those areas and facilities on the property that are not located within the premises, or for which rights are expressly granted under this lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the premises and express appurtenant rights (e.g. parking areas).
4. "Broker" means GSA's broker, if GSA awarded this lease using a contract real estate broker.
5. "Building" means building(s) situated on the property in which the premises are located.
6. "Commission Credit" means the amount of commission that is credited to the lease, if GSA's broker agreed to forgo a percentage of its commission, in connection with the award of this lease.
7. "Common Area Factor (CAF)" means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
8. "Firm Term" means the part of the lease term that is not subject to termination rights.
9. "Non-Firm Term" means the part of the lease term following the end of the firm term, which is subject to termination rights.
10. "Premises" means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.
11. "Property" means the land and buildings in which the premises are located, including all appurtenant areas (e.g., parking areas) to which the Government is granted rights.
12. "Rentable Space or Rentable Square Feet (RSF)" means the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. Rentable space may include a share of common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.
13. "Space" means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2023)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- A. Waste, or,
- B. Damages or restoration arising from or related to:
 1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
 2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 OPERATING COSTS ADJUSTMENT (JUN 2012)

- A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.
- B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007,

and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

- C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- D. INTENTIONALLY DELETED

2.05 RELOCATION RIGHTS (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

- A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the Airport.
- B. TSA is responsible for airline passenger and baggage screening services at the Airport.
- C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.
- D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

- A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, [HTTPS://WWW.SAM.GOV/SAM/](https://www.sam.gov/SAM/) prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.11 ENTITY NAME (OCT 2023)

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in its entity name that owns and/or leases Space to GSA.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

- E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements.

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - b.
 - I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
 - II. Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
 - (i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
 - (ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
 - (iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.
 4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.
- B. Hydrology-related Requirements. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.
1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at [HTTP://WWW.EPA.GOV/GREENINGEAPA](http://www.epa.gov/greeningeapa).
 2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022)

- A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.
- B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022)

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. Licensing costs and access to the system are the responsibility of the Government.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor shall follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

☐ HEAT	☐ TRASH REMOVAL	☐ ELEVATOR SERVICE	☐ INITIAL REPLACEMENT LAMPS, TUBES & BALLASTS	☐ OTHER (Specify below)
☐ ELECTRICITY	☐ CHILLED DRINKING WATER	☐ WINDOW WASHING	☒ PAINTING FREQUENCY	
☐ POWER (Special Equip.)	☐ AIR CONDITIONING	Frequency	☒ CARPET CLEANING	Space During 2025 Cycle
☐ WATER (Hot & Cold)	☐ RESTROOM SUPPLIES	☒		Public Areas
☐ SNOW REMOVAL	☐ JANITORIAL SERV. & SUPP.	Frequency During 2025 Cycle		

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from 3 AM to 8 PM,

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

- A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.
- B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (OCT 2023)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA 3517, General Clauses, 552.270-8, Compliance with Applicable Law. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at <https://www.archives.gov/files/cui/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF>) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

- a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at WWW.SAM.GOV, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
- b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

- a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
- b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
 - i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.
 - ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

4.07 INDOOR AIR QUALITY (OCT 2023)

- A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

- B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.
- C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint. The Lessor shall provide written results of any testing along with recommendations to GSA.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:
 - 1. Making available information on Building operations and Lessor activities;
 - 2. Providing access to Space for assessment and testing, if required; and
 - 3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.
- E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.
- F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.
- G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.
- H. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

4.08 HAZARDOUS MATERIALS AND MOLD (ON-AIRPORT) (OCT 2023)

The leased Space shall be free of hazardous materials, substances, and wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

- A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.
- B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.
 - 1. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below.
 - 2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015 Standard for Professional Mold Remediation), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines. The Lessor shall provide GSA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.
 - 3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
 - 4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

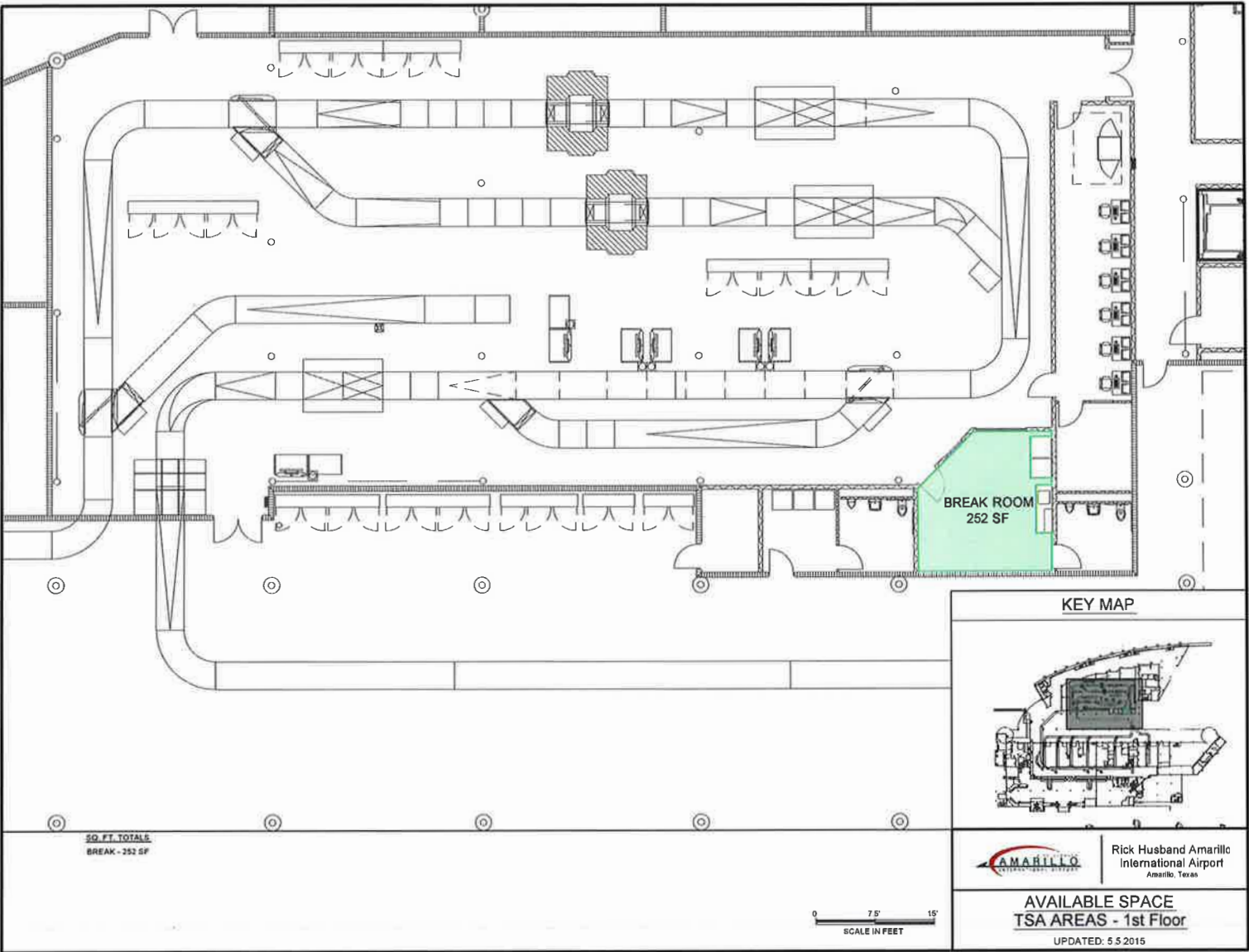
4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate, and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

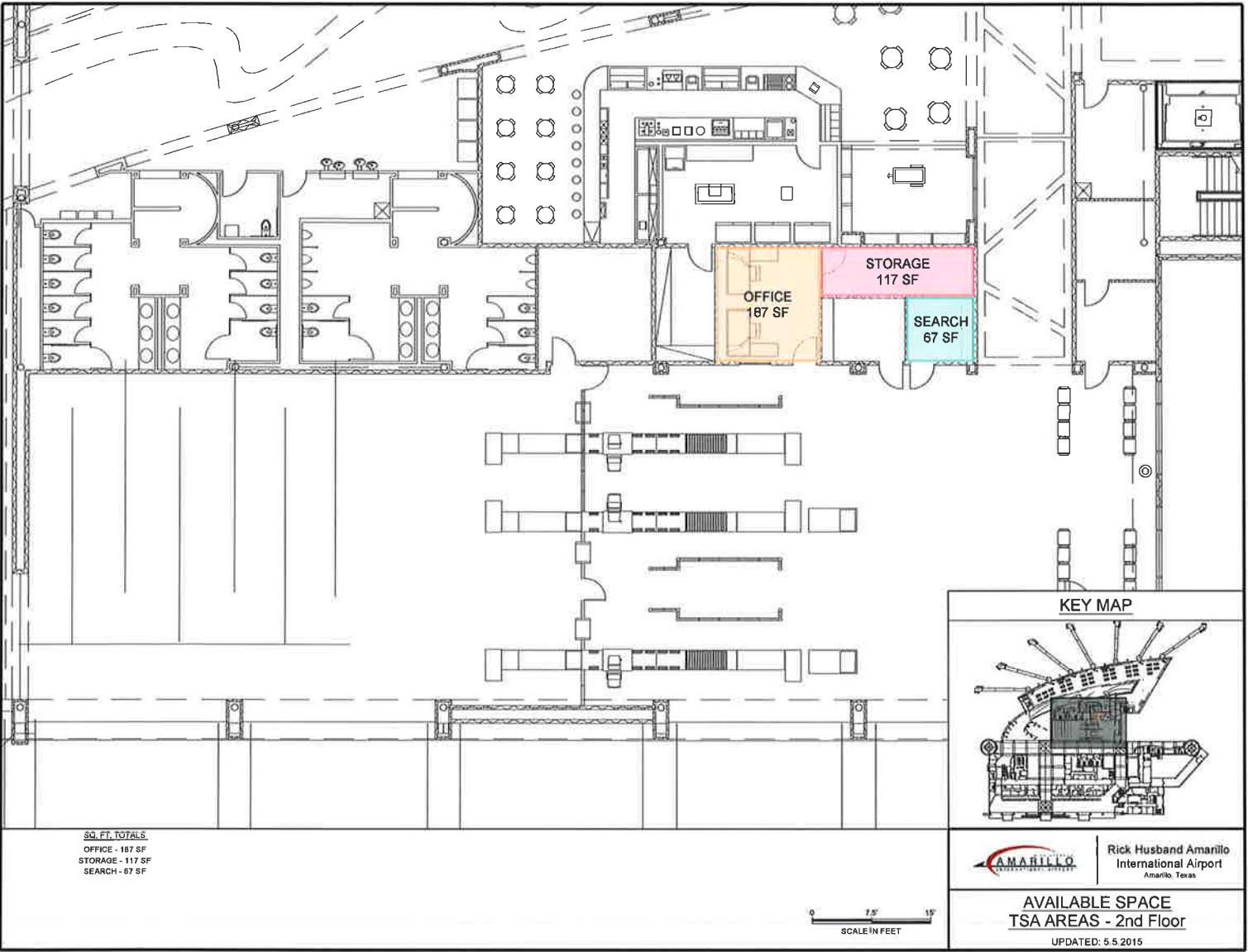
SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 ~~PROVISIONAL ACCEPTANCE (FEB 2021)~~ INTENTIONALLY DELETED

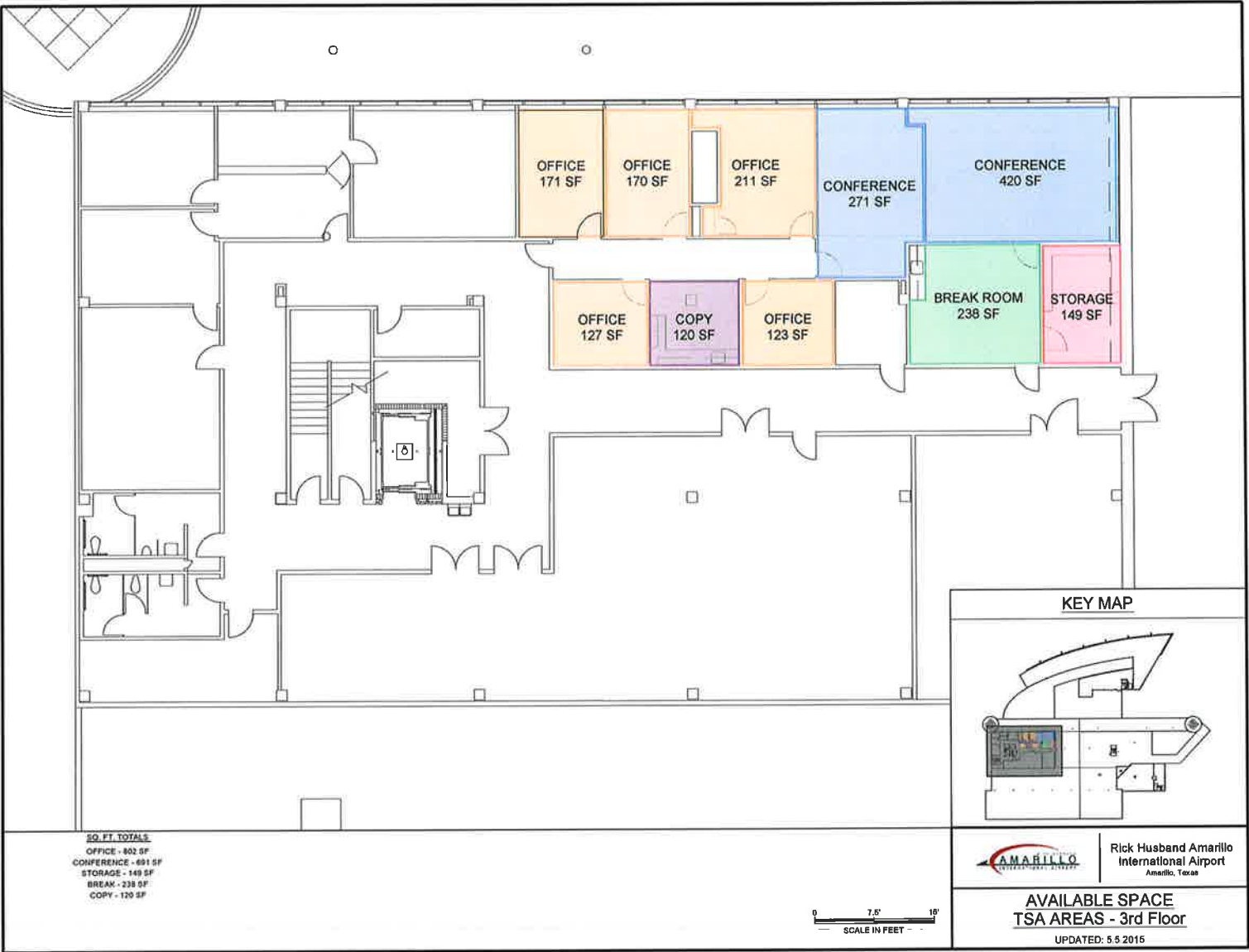
EXHIBIT A



LESSOR: _____ GOVERNMENT: _____



LESSOR: _____ GOVERNMENT: _____



LESSOR: _____ GOVERNMENT: _____

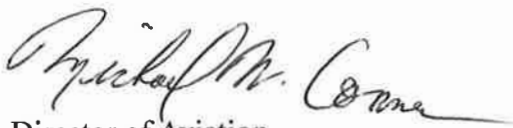
EXHIBIT B

Space Lease Offer to GSA for TSA Space
July 2024

Parking Plan

The Rick Husband Amarillo International Airport hereby offers the GSA one (1) free parking space as part of the proposed space lease to accommodate the Transportation Security Administration (TSA) office areas.

The offered free parking space shall be located at the North side of the Terminal Building in the reserved uncovered spaces. Coordination of the exact parking spot location shall be completed with the managers utilizing the space.



Director of Aviation

Date: July 10, 2024

LESSOR: _____ GOVERNMENT: _____

EXHIBIT C

GENERAL CLAUSES
**(Acquisition of Leasehold Interests in Real Property for Leases at or Below the
Simplified Lease Acquisition Threshold - SLAT)**

CLAUSE NO	48 CFR REF.	CLAUSE TITLE
1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
2	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
3	GSAR 552.2707	FIRE AND CASUALTY DAMAGE (DEVIATION)
4	GSAR 552.2709	INSPECTION – RIGHT OF ENTRY
5	GSAR 552.27010	DEFAULT BY LESSOR (DEVIATION)
6	GSAR 552.27020	PAYMENT (DEVIATION)
7	GSAR 552.27027	INTEGRATED AGREEMENT (DEVIATION)
8	GSAR 552.270-14	CHANGES (DEVIATION)
9	GSAR 552.2708	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
10	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
11	FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION
12	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE
13	<i>Clauses incorporated by reference include:</i>	
	FAR 52.204-2	SECURITY REQUIREMENTS
	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	FAR 52.204-19	INCORPORATION BY REFERENCE OF

LESSOR: _____ GOVERNMENT: _____

 GSA Template 3517A –
 REV (12/23)
 Page 1

REPRESENTATIONS AND CERTIFICATIONS

FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
FAR 52.222-26	EQUAL OPPORTUNITY
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
FAR 52.223-6	DRUG-FREE WORKPLACE
FAR 52.232-23	ASSIGNMENT OF CLAIMS
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM – SYSTEM FOR AWARD MANAGEMENT
FAR 52.233-1	DISPUTES

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 2

GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
GSAR 552.270-12	ALTERATIONS
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES
GSAR 552.270-28	MUTUALITY OF OBLIGATION
GSAR 552.270-31	PROMPT PAYMENT

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless -

- (a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);
- (b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

- (a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.
- (b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.
- (c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.
- (d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 3

3. GSAR 552.2707 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

- (a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
 - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
 - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.
 - (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
 - (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.
 - (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
 - (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

4. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

- a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
 - (1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;
 - (2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 4

or the premises;

(3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and

(4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.

b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

5. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)
1.

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

(a) *Prior to acceptance of the space.* Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.

(b) *After acceptance of the space.* Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:

(1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;

(2) Reduce the rent by an amount reasonably calculated to

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 5

approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenable;

(3) Terminate the lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.

(c) **Damages.** The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

- (1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government's aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other procurement costs.
- (2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
- (3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

(d) **Excusable delays.**

- (1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:
 - (i) the delay in substantially completing any work or performing any services arises from excusable delays, and
 - (ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.

LESSOR: _____ GOVERNMENT: _____

(2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

(f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

6. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

(a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:

(1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or

(2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.

(b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.

(c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

(d) *Common Area Factor (CAF)*. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}$.

(e) *Rentable Square Footage (RSF)*. The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 7

7. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

8. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

- (a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.
- (b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:
 - (1) An adjustment of the delivery date.
 - (2) An equitable adjustment in the rental rate.
 - (3) A lump sum equitable adjustment. or
 - (4) An adjustment of the operating cost base, if applicable.
- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

9. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

2. 10. FAR 52.20421 BASIC SAFEGUARDING OF COVERED

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 8

CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 9

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

11. FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201–1.303\(d\)](#) and [\(e\)](#):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 10

as a DoD FASCSA order.

- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 11

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
 - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
 - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304\(c\)](#)). However, see paragraph (c) of this clause.
- (5)
 - (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
 - (A) Name of the product or service provided to the Government;
 - (B) Name of the covered article or source subject to a FASCSA order;
 - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 12

the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 13

notification:

- (A) Contract number;
 - (B) Order number(s), if applicable;
 - (C) Name of the product or service provided to the Government or used during performance of the contract;
 - (D) Name of the covered article or source subject to a FASCSA order;
 - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
 - (F) Brand;
 - (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - (H) Item description; and
 - (I) Any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
- (A) Any further available information about mitigation actions undertaken or recommended.
 - (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

- (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
- (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 14

SAM apply to the contract and all subcontracts.

12. FAR 52.2522 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/browse/index/gsam>.

13. The following clauses are incorporated by reference:

3. FAR 52.2042 SECURITY REQUIREMENTS (MAR 2021) (Applicable when the contract may require access to classified information.)
4. FAR 52.2049 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.)
- FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
5. FAR 52.20423 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)
6. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
7. FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
8. FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)
9. FAR 52.2096 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)
(Applicable to leases over \$35,000 total contract value.)
- FAR 52.21510 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
(Applicable when cost or pricing data are required for work or services over \$2,000,000.)

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 15

FAR 52.21512 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable when the clause at FAR 52.21510 is applicable.)

FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

FAR 52.2199 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2023) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value.)

FAR 52.21916 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over \$750,000 total contract value.)

FAR 52.219-28 POST-AWARD SMALL BUSINESS REREPRESENTATION (SEP 2023)

(Applicable to leases exceeding the micro-purchase threshold)

FAR 52.22221 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

FAR 52.22226 EQUAL OPPORTUNITY (SEP 2016)

FAR 52.22235 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
(Applicable to leases \$150,000 or more, total contract value. Full text may be found at <http://www.acquisition.gov>)

FAR 52.22236 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at <http://www.acquisition.gov>)

FAR 52.22237 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
(Applicable to leases \$150,000 or more, total contract value.)

FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)

FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
(Applicable to leases over the micro-purchase threshold.)

FAR 52.23233 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

FAR 52.2331 DISPUTES (MAY 2014)

10. GSAR 552.2049 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)

GSAR 552.27012 ALTERATIONS (SEP 1999)

GSAR 552.27025 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

GSAR 552.27031 PROMPT PAYMENT (JUN 2011)

LESSOR: _____ GOVERNMENT: _____

GSA Template 3517A –
REV (12/23)
Page 16

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 30900086.

LESSOR:_____ GOVERNMENT:_____

EXHIBIT D

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

LESSOR: _____ GOVERNMENT: _____

Representation Regarding Certain
Telecommunications and Video
Surveillance Services or Equipment
REV (11/21)
Page 1

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

LESSOR: _____ GOVERNMENT: _____

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

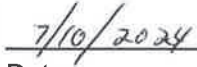
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

LESSOR: _____ GOVERNMENT: _____

**Representation Regarding Certain
Telecommunications and Video
Surveillance Services or Equipment
REV (11/21)
Page 3**

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) <i>Michael W. Conner, Director of Aviation Rick Husband Amarillo International Airport 10801 Airport Blvd. Amarillo, TX 79111</i>	TELEPHONE NUMBER <i>806-354-7721</i>
	 Signature	 Date

LESSOR: _____ GOVERNMENT: _____

**Representation Regarding Certain
Telecommunications and Video
Surveillance Services or Equipment
REV (11/21)
Page 4**

EXHIBIT E

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL II

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). MAINTENANCE COSTS ARE TO BE INCLUDED IN THE OPERATING RENT.

NOTE THAT ITEMS IDENTIFIED AS “SHELL *” REPRESENT A LESSOR’S OBLIGATIONS OR THE GOVERNMENT’S RIGHTS AND ARE NOT NECESSARILY ITEMS TO BE CONSTRUCTED.

DEFINITIONS:

Definitions are the same as those used in the Lease unless re-defined in these Security Requirements.

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as “limited access areas,” “restricted areas,” or “exclusionary zones.” Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

DESIGN-BASIS THREAT – The Design-Basis Threat (DBT) is the profile and estimate of the threats to a Government facility across a range of specific undesirable events, and serves as the basis for determining appropriate security standards. The Lessor’s technical consultant(s) shall work in conjunction with the Government, including the Federal Protective Service (FPS), to apply the DBT to the post-award risk assessment. The risk assessment identifies recommended countermeasures and security design features that achieve the minimum baseline level of protection for a particular facility. The baseline level of protection may be further customized to address facility-specific conditions. The Lessor is responsible for providing countermeasure provisions outlined in this FSL document, as well as for additional items identified during the post-award risk assessment. Any additional countermeasures identified during this assessment shall be priced as BSAC.

I. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.**A. FACILITY ENTRANCES AND LOBBY****1. EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)**

The Lessor shall provide key or Physical Access Control System (PACS) for the entrance to this building and to doors identified by the Government as employee entrance doors. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

B. SCREENING REQUIREMENTS

LESSOR: _____ GOVERNMENT: _____

SECURITY REQUIREMENTS (LEVEL II)

REV (10/2024)

Page 1 of 10

1. ACCOMODATION OF RETAIL/MIXED USE SPACE (SHELL)

The Lessor shall accommodate publicly accessible retail and mixed uses through such means as separating entryways.

C. COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

1. PUBLIC RESTROOM ACCESS (SHELL)

The Government reserves the right to control access to public restrooms within Government controlled Space.

2. SECURING CRITICAL AREAS (SHELL)

The Lessor shall secure areas designated as Critical Areas to restrict access to authorized personnel only, and post signage accordingly:

- a. At a minimum, the Lessor shall secure building common areas such as mechanical and janitorial areas, sprinkler rooms, electrical closets, telecommunications rooms, and janitor closets. Utility, mechanical, electrical, and telecom rooms shall be secured with high-security (UL437) locks. Keyed locks, PACS card reader, or similar security measures shall strictly control access to Critical Areas. Additional controls for access to keys, PACS, and key codes shall be strictly maintained.
- b. Roofs with HVAC systems and access to interior space from the roof shall also be secured with high-security (UL437) locks. Roof access shall be strictly controlled through keyed locks, PACS card reader, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.
- c. In addition, Lessor shall protect the ventilation equipment and system controls from unauthorized access.

3. VISITOR ACCESS CONTROL (SHELL)

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Premises.

4. PUBLIC SPACE RESTRICTIONS WITH PRIMARY VERTICAL LOAD MEMBERS

The Government reserves the right to remove this countermeasure requirement, post-award, based on building-specific conditions. For measurement purposes, standoff shall be considered building support space and not ABOA.

- a. **RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS:** For partitions separating public space from federal space, the Lessor shall use construction materials

LESSOR: _____ GOVERNMENT: _____

SECURITY REQUIREMENTS (LEVEL II)
REV (10/2024)
Page 2 of 10

which have inherent ductility, and which are able to respond to load reversals. Alternatively, the Lessor can use a minimum standoff of at least 100 mm (4 inches).

- b. **RESTRICT CONTACT FROM MAIL AREA WITH PRIMARY VERTICAL LOAD MEMBERS:** In the partitions that separate public mail screening and receiving areas from federal tenants, the Lessor shall use construction materials which have inherent ductility, and which are able to respond to load reversals. Alternatively, the Lessor can use a minimum standoff of at least 150 mm (6 inches).

II. INTERIOR (GOVERNMENT SPACE)

A. IDENTITY VERIFICATION (SHELL)

The Government reserves the right to verify the identity of persons requesting access to the Government-controlled Space prior to allowing entry.

B. FORMAL KEY CONTROL PROGRAM (SHELL)

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

III. SITES AND EXTERIOR OF THE BUILDING

A. SIGNAGE

1. POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

2. POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas and site-specific signage.

B. LANDSCAPING AND ENTRANCES

1. LANDSCAPING REQUIREMENTS (SHELL)

Landscaping shall be neatly trimmed to minimize the opportunity for concealment of individuals, packages/containers, and parking areas. If Landscaping exists, the Lessor shall provide trees, hedges, berms, or any combination of these to create buffer zones to separate public areas and other functions.

Landscaping shall not obstruct the views of security guards and Video Surveillance System (VSS) cameras or interfere with lighting or Intrusion Detection System (IDS) equipment.

2. HAZMAT STORAGE (SHELL)

Where applicable, Lessor shall locate HAZMAT storage in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

3. PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES (SHELL)

Trash receptacles, containers, mailboxes, FedEx-UPS boxes, vending machines, or other fixtures and/or features that could conceal packages, briefcases, or other portable containers shall be located away from building exterior and entry points.

C. PARKING

1. PUBLIC ACCESS TO GOVERNMENT PARKING AREAS (SHELL)

Lessor shall designate Government employee and visitor parking areas.

IV. SECURITY SYSTEMS

A. Security System Testing and Maintenance Criteria: The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a testing and preventive maintenance program for all security systems the Lessor has installed. Testing must be based on established, consistent, agency-specific protocols, to be determined at the time of design. All testing shall be documented. Operational performance testing shall be conducted annually and functional testing shall be conducted more frequently, as determined by the Government. Components which fail, either during testing or throughout the life of this lease shall be repaired or replaced by the Lessor within a reasonable timeframe as determined by the Government. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within five business days. Critical components are those required to provide security (IDS, VSS, PACS, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government providing guard service, the cost of which must be reimbursed by the Lessor.

B. VIDEO SURVEILLANCE SYSTEM

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE

The lessor shall design, install, and maintain a Video Surveillance System (VSS) as described in this section. The VSS system will support the entry control system (at personnel entrances and exits to the space), with time lapse video recording and digital image storage, that will allow Government employees to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government

the VSS system shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CD's, as well as prior to installation. VSS system testing, and acceptance shall be conducted by the Government prior to occupancy. The VSS system shall comply with the Architectural Barriers Act, section F230.0. The Government will centrally monitor the VSS system. Government specifications are available from the Lease Contracting Officer. VSS system components which fail or require maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.

The Lessor shall comply with FAR 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021). See https://www.acquisition.gov/far/part-52#FAR_52_204_25.

GOVERNMENT PROVIDED SCOPE AND PRODUCT, INSTALLATION, AND MAINTENANCE

The Government may provide and install an entry control system, with time lapse video recording and digital image storage, that will allow Government employees to view and communicate remotely with visitors before allowing access. This Video Surveillance System (VSS) shall provide the Government with unobstructed coverage, as determined by the Government, of designated pedestrian entrances and exits. The Lessor shall permit twenty-four-hour VSS coverage and recording, provided and operated by the Government. The Government will centrally monitor the VSS surveillance. Government specifications are available from the Contracting Officer.

After notice to proceed, the Lessor shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building as necessary. The Lessor's construction schedule shall reflect the installation of this equipment.

C. INTRUSION DETECTION SYSTEM

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE

The Lessor shall design, install, and maintain an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to completion of the CDs, and prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.

Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Mega Center. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and lessor points of contact, including law enforcement (Federal Protective Service and facility security force). Monitoring shall be designed to facilitate

LESSOR: _____ GOVERNMENT: _____

SECURITY REQUIREMENTS (LEVEL II)
REV (10/2024)
Page 5 of 10

a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Mega Center Alarm Requirements (MAR) application process specified by the Government to meet the monitoring requirements for a functional IDS. The Government creates an FPS monitoring account and works with the Lessor to complete the Mega Center Alarm Requirement (MAR) in conjunction with the installing security vendor. Components which fail or require maintenance, or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed above.

GOVERNMENT PROVIDED SCOPE AND PRODUCT, INSTALLATION, AND MAINTENANCE The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated by the Government. The Government shall provide and install an IDS on perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS— include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors.

Basic Security-in-Depth IDS shall be connected and monitored at a central station. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and Lessor points of contact, including law enforcement (Federal Protective Service and facility security force). Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident.

After notice to proceed, the Lessor shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building, as necessary. The Lessor’s construction schedule shall reflect the installation of this equipment.

D. DURESS ALARM
LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE

The Lessor shall design, install, and maintain a duress alarm system. Technical review shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CDs, as well as prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.

The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Contracting Officer. Components which fail or require maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.

GOVERNMENT PROVIDED SCOPE, PRODUCT, INSTALLATION, AND MAINTENANCE
The Lessor shall permit installation of a duress alarm system to be provided and operated by the Government. The Government, in coordination with a security provider, either internal or external, as

determined by the Contracting Officer, shall document and implement duress procedures for emergency situations.

After notice to proceed, the Lessor shall advise the Government of the appropriate time to install the equipment during the construction of the Space and shall facilitate the installation, including access to electrical panels and other areas of the building, as necessary. The Lessor's construction schedule shall reflect the installation of this equipment.

E. SECURITY SYSTEMS DESIGN

The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall ensure at the time of system design, system construction, and throughout the term of the Lease, that alarm and PACS panel, VSS components, controllers, and cabling shall be secured from unauthorized physical and logical access.

V. STRUCTURE

NOTE: FOR ADDITIONAL BLAST RESISTANT MEASURES REQUIRED IN NEW LEASE CONSTRUCTION PROJECTS, REFER TO LEASE PARAGRAPH "SECURITY FOR NEW CONSTRUCTION".

A. WINDOWS

LOCK GROUND FLOOR WINDOWS

If a Government tenant occupies ground floor space in the Building, the Lessor shall provide a means to lock all operable, ground floor windows with secure latches. As part of BSAC, any operable, ground floor windows shall be monitored via IDS.

B. BUILDING SYSTEMS

1. EMERGENCY GENERATOR PROTECTION (T.I.)

If an emergency generator is required by the Government, the Lessor shall locate it, either pre-existing or installed as part of Tenant Improvements, in a secure area, protected from unauthorized access and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. Alternatively, if the 25 foot distance cannot be achieved, Lessor shall protect utilities in accordance with the post-award DBT analysis through a combination of standoff, hardening, and venting methods.

2. SECURING AIR INTAKE GRILLES

Lessor shall secure all accessible air intake grills from tampering or removal. Whenever possible, locate outdoor air intakes at least 30 feet above grade, and preferably at roof level.

VI. OPERATIONS AND ADMINISTRATION

A. FACILITY SECURITY COMMITTEE (SHELL *)

LESSOR: _____ GOVERNMENT: _____

SECURITY REQUIREMENTS (LEVEL II)

REV (10/2024)

Page 7 of 10

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the Lease. The FSC is responsible for addressing facility-specific security issues and approving the implementation of security measures and practices. The FSC consists of representatives of all Federal tenants in the facility, the security organization, and the leasing department or agency.

B. ACCESS TO BUILDING INFORMATION (SHELL *)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of -Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

C. CONSTRUCTION SECURITY PLAN (SHELL)

The Lessor shall develop and implement a construction security plan. The plan should specify who is responsible for the security of the site during each phase of the project until final completion. The construction security plan shall describe in detail, how the Government's information, assets, equipment, and personnel will be protected during the construction process. (This shall include background checks, restrictions on accessibility, and escorts for the construction personnel). The required security measures will vary with the risk presented during the project. The Lessor shall also submit a security plan for all post-occupancy construction and alterations projects in the leased Space, throughout the term of this Lease.

VII. CYBERSECURITY (SHELL *)

- A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally-owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).
- B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.
- C. Lessors are encouraged to put into place the following cyber protection measures to safeguard facilities and occupants:

1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (<https://ics-cert.us-cert.gov/Recommended-Practices>).
2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (<https://www.nist.gov/cyberframework>) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (<https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015>) for best practices to manage cyber risks.
3. Encourage vendors of BACS to secure these devices and software through the following:
 - a. Develop and institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.
 - b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.
 - c. Disable unnecessary services in order to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.
 - d. Close unnecessary open ports to secure against unprivileged access.
 - e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project (https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project)).
 - f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at <https://www.beyondtrust.com/blog/what-is-least-privilege/>.
 - g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.
 - h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.
 - i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).
 - j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.

- k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).
- l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).
- m. Disallow the use of commercially-provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.
- n. Systems should have proper system configuration hardening and align with Center for Internet Security [\(CIS\) benchmarks](https://www.cisecurity.org/cis-benchmarks/) or other industry recognized benchmarks. Additional information can be found at <https://www.cisecurity.org/cis-benchmarks/>.



GSA Public Buildings Service

SENT VIA EMAIL

November 19, 2024

Michael W. Conner, Director
Rick Husband Amarillo International Airport Terminal Building
10801 Airport Blvd.
Amarillo, TX 79111-1211
michael.conner@amarillo.gov

RE: GS-07P-LTX01406

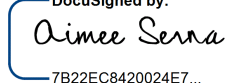
Dear Mr. Conner:

After careful review of all offers relating to RLP No. 1TX2829 it has been determined that contemplating a lease at 10801 Airport Blvd. Amarillo, TX is in the best interest of the Government.

The following package contains Lease No. GS-07P-LTX01406 for your review and execution. Please ensure Grayson Path electronically signs the lease contract (signatures must be witnessed) and initial all pages no later than **December 13, 2024**. Once the lease has been signed/witnessed/initialed, the document will be automatically sent back to me via DocuSign. **Please be aware that this shall not be construed as a lease award.** The agreement is not binding until execution by the General Services Administration.

Upon execution and award, a copy will be returned to you for your records. No information about this Lease shall be released until after award. Should you require any further information regarding this action, you may contact Aimee Serna at 210-389-9586 or at aimee.serna@gsa.gov.

Sincerely,

DocuSigned by:
Aimee Serna

7B22EC8420024E7...
Aimee C. Serna
Lease Contracting Officer



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Fiscal Responsibility
Department: Human Resources
Contact Person: Mitchell Normand, Director of Human Resources

Agenda Caption: CONSIDER AWARD - PROFESSIONAL SERVICES AGREEMENT FOR COMPENSATION STUDY

This item considers the award of a professional services contract to provide a compensation study including a pay survey and review of the City's base compensation plan.

Award to: Gallagher Benefit Services, Inc. (Sourcewell #031623-GLG)

Amount: \$199,920

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: The City of Amarillo's most important resource is its staff. In the 2024/2025 Fiscal Year Budget, the City Council authorized a Compensation Study. Such studies are important to maintaining a competitive compensation plan for the purposes of attracting and retaining quality personnel. This study will provide the City with critical information necessary to determine whether any changes to the compensation plan are appropriate while balancing the cost to the taxpayer with what is considered a fair wage for the work employees are expected to do.

To accomplish this, the HR Department identified two qualified firms who met cooperative purchasing standards. Proposals from both firms were reviewed by staff and a comparison shared with a City Council subcommittee of Councilmember Tipps and Councilmember Scherlen. After reviewing both entities' comparable information, Gallagher Benefit Services, Inc. was selected between two qualified firms.

Requested Action: Approval of a professional services agreement with Gallagher Benefit Services, Inc. and to authorize the City Manager to sign.

Funding Summary: Professional 1110.62000

Purchasing Summary:

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends award of a professional services contract to Gallagher Benefit Services, Inc. to conduct a pay survey and review the City's base compensation plan.

Attachments:

1. TB25-8025

Line Number				Quantity
1	941 72	Power Generating and Transmitt ing Control System Services		3.00
Turnkey project to teardown the existing Benshaw gears at the reservoir and retrofit WEG softstarts in place, commission and startup included with the labor and hardware. Manufactuer and labor warrantly included.				
Vendor Number	Name		Unit Cost	Extended Price
494112	AUSTIN ARMATURE WORKS LP		35,271.0000	105,813.00

Line Number				Quantity
2	941 72	Power Generating and Transmitt ing Control System Services		1.00
Vendor Number	Name		Unit Cost	Extended Price
494112	AUSTIN ARMATURE WORKS LP		74,160.0000	74,160.00
Total Bid Amount \$ 179,973.00				

Date Mailed _____

Date to Open 11/12/2024 4:00 PM

494112 AUSTIN ARMATURE WORKS LP
496 Commercial Dr
Buda TX 78610-3536
Phones: 512 312-0088
1512 3120088
512 3120088



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Fiscal Responsibility
Department: Human Resources
Contact Person: Mitchell Normand, Director of Human Resources

Agenda Caption: CONSIDER AWARD - MAJOR MEDICAL (MEDICAL/RX) STOP LOSS INSURANCE

This item considers the award for the City's Major Medical (Medical/Rx) Stop Loss Insurance.

Award to: PartnerRE through Stealth Partner Group

Amount: \$516,389.28

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This is to award the City's Major Medical (Medical/Rx) Stop Loss Insurance coverage for \$516,389.28 with PartnerRE through Stealth Partner Group for Calendar Year 2025.

Requested Action: Requesting approval of a one-year contract (CY2025) for stop loss insurance coverage for \$516,389.28 with PartnerRE through Stealth Partner Group.

Funding Summary: 1340/71100: General Fund/Health Plan Administration/Insurance & Bonds

Purchasing Summary:

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends awarding the City's Major Medical (Medical/Rx) Stop Loss Insurance coverage to PartnerRE through Stealth Partner Group for Calendar Year 2025.

Attachments:

1. CM Recommendation Memo - Stop Loss 2025 - Stealth
2. RFP 202-25



Memo

To: Grayson Path, City Manager
Laura Storrs, Assistant City Manager

From: Mitchell Normand, Director of Human Resources

Re: Stop Loss Coverage

Date: December 10, 2024

The following information is presented to you for consideration in awarding medical and prescription stop loss insurance coverage with PartnerRE, through Stealth Partner Group, for calendar year 2025. The City has a self-funded medical and prescription plan administered by a third-party administration ("TPA") currently with Aetna for medical and MaxorPlus for pharmacy. Stop-loss insurance is coverage that provides protection against catastrophic or unpredictable losses. The City currently carries stop loss coverage with an 18/12 contract, a \$750,000 individual deductible and composite rate of \$19.34 per employee at an annual cost of approximately \$492,937.92.

There was one RFP respondent that presented offers illustrating six proposals with stop loss levels ranging between \$750,000 and \$800,000 with contract basis of 24/12. The 24/12 offer represents any claim incurred in the twelve months prior to 2024 and paid during 2024 (the 12 months of the policy) is covered under the policy. Staff recommends a \$750,000 individual deductible, with a 24/12 contract basis, with a composite rate of \$20.57 for an approximate annual cost of \$516,389.28.

The monthly administrative fee includes employees covered under the medical plan (active employees, COBRA enrollees, and pre-65 retirees) with an average headcount of 2,092 employees being used for this RFP. The composite rate is included in the quote which is the number used to calculate the monthly administration fee per employee.

Staff recommends awarding PartnerRE, through Stealth Partner Group, a one-year agreement for stop loss insurance coverage for calendar year 2025.

RFP 2022-25 JLO - Stop Loss Insurance for the City of Amarillo

Scoring Summary

Active Submissions

Supplier	Total //100 pts	A - Required Documentation //0 pts	A-1 - Required Documentation Accounted For Pass/Fail	B - Evaluation Criteria //100 pts	B-1 - Price //40 pts	B-2 - Quality of Vendors Goods or Services //20 pts	B-3 - Extent Goods and Services Meet COA Needs //20 pts	B-4 - Past Relationship with COA //10 pts	B-5 - References / Reputation //5 pts	B-6 - Any Other Relevant Factors //5 pts
Stealth Partner Group	91	0	Pass	91	40	18.33	18.33	10	1	3.333



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Business Friendly Community
Communication
Fiscal Responsibility
Technology and Innovation

Department: Finance

Contact Person: Katrina Owens, Director of Finance

Agenda Caption: CONSIDER AWARD - QUESTICA BUDGET BOOK SOFTWARE AGREEMENT

This item considers the award of the Questica Budget Report Software. This agreement is for an initial term of one year for \$25,000, with two one-year options to extend the term for \$15,000 each year. This software will replace the current budget book software and move to a digital format.

Award to: Euna Solutions (Equalis Coop #COG-2139C)

Amount: \$55,000.00

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of the Questica Budget Report Software. This agreement is for an initial term of one year for \$25,000, with two one-year options to extend the term for \$15,000 each year. This software will replace the current budget book software and move to a digital format.

Requested Action: **Award to:** Euna Solutions (Equalis Coop #COG-2139C)

Funding Summary: There is sufficient funding in the Finance Department operating budget 1315.69300.

Purchasing Summary: Euna Solutions has the contract for our budgeting software, Questica. Euna has added to their offerings a digital product to produce the budget book. Questica software is being coded to link to Workday, so this will provide a seamless integration for the budget report.

Community Engagement Summary: Internal engagement with users.

Staff Recommendation: Approval

Attachments:

1. Euna Solutions Order Form _ Budget Book Studio_ City of Amarillo_ Quote #102524 v3
2. TB25-8039

ORDER FORM

Order #: 102524 v3
Expiry Date: 12/15/2024

GTY Software Inc. dba Euna Solutions
363 W. Erie St., Floor 7
Chicago, IL 60654
Rep Name: Susan Pierce
Rep Email: susan.pierce@eunasolutions.com

City of Amarillo
601 S Buchanan Street
Amarillo, Texas 79101
United States

Start Date: Jan 1, 2025 **End Date:** Dec 31, 2025

Subscription Term: 12 months initial, option to extend to full co-term with current agreement

SaaS Subscription	Licenses	Total Price	
OpenBook Add in- Budget Book Studio	Unlimited	\$15,000	
	Recurring Annual Fee(s) Sub-Total	\$15,000.00	
Implementation Services (Per Scope of Work)	Units	Total Price	
Guided Implementation – Budget Book Studio	Up to 40 hrs	\$10,000.00	
	Non-Recurring Fee(s) Sub-Total	\$10,000.00	
		TOTAL YEAR 1 PRICE	\$25,000.00

Currency: USD
Billing Cycle: Annual
Payment Terms: Net 30
Data Location: United States

Order Notes:

- Applicable taxes extra.
- Option to extend subscription term for this Order to a full co-term with the existing SaaS agreement must be agreed to no later than Nov 1, 2025.
- Cooperative Contract: Equalis Group contract COG-2139C
- **Terms of Payment:**
 - Year 1 Software Subscription:
 - Due 100% upon Contract Effective Date (Net 30)
 - 100% annually in advance for future years
 - Professional Services:
 - Due 100% upon project start date or upon completion of implementation date (Net 30)



Please complete the questions below:

Accounts Payable Contact:

Name:

Email:

Customer Signature:

Name:

Title:

Date:

All remittance advice and invoice inquiries can be directed to support@questica.com. Please feel free to contact us if you have any questions.

THANK YOU FOR YOUR BUSINESS!

Statement of Work

Implementation of Questica Budget Book Studio

Questica's implementation services shall be delivered remote over a period not exceeding 8 weeks and a total of 40 hours.

SOW Definitions

Entry	Meaning
In scope	The task or function is within the statement of work to be undertaken by Euna professional services, with such help from the client as detailed in the item description. There may be additional refinement of the scope.
Customer task	The task or function is not within the statement of work to be undertaken by Euna professional services, but will be undertaken by the client, with such help from Euna as is detailed in the item description. There may be additional information qualifying this.
Not in scope	The task or function is not within the statement of work to be undertaken by Euna professional services, nor will it be undertaken by the client

Budget Book Studio

Functional Area	Description	Scope of Work
Budget Book Analysis	The Euna project lead will do an initial analysis of the existing Budget Book. This will be used to inform recommendations on configuration changes needed to the Euna Budget data model to accommodate the budget book layout. This will also be used to make recommendations for the creation of Views within Euna Budget, in order to pull the data identified in the sample into Budget Book Studio for a report or section of a report within the sample budget book. This will also be used to provide suggestion how to ideally use the native Budget Book Studio functionality in order to produce a budget book similar to the sample budget book	In Scope

Review of Account Structure Data Model	The Euna project lead will do an analysis of the client's existing data model in Euna Budget Pro in order to determine how recommended configuration changes will need to be made to accommodate the sample budget book in line with what the client already has configured.	In scope
Account Structure Configuration Changes	Within Euna Budget Pro, an existing account string should already be set for data elements such as: • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Other Chart of Account Segment Values • Performance Measure Units The Budget Book Studio implementation does not include services to make substantial changes to the existing account string or relationships between the account string data structures that were created during the initial Euna Budget Pro implementation. It only includes building additional entities/fields upon existing data elements to account for missing data compared to the sample budget book. This includes fields such as narrative fields or entities such as roll-up reporting elements to support data aggregation in reports.	Not in scope
Additional Module Implementation	In the case where the sample budget book contains data that exists within a module that has not been utilized by the client, the client is responsible for configuration and data entry within that module. For example, if a section of the sample budget book contains performance measure data, but that module is not utilized in Euna Budget Pro, then the client will need to configure and fill data into that module to facilitate creation of that report section within Budget Book Studio.	Not in scope

Import Supporting Data within Euna Budget Pro	The Euna project lead will do an analysis of the client's existing data model in Euna Budget Pro in order to determine how recommended configuration changes will need to be made to accommodate the sample budget book in line with what the client already has configured. Should data importing be needed into any additional entities/fields that have been newly configured in the data model, the client and project lead will determine how to share the responsibility for importing data values in those entities/fields, in a way that respects the estimate project hour commitment agreed to here	Shared Task
Import Supporting Data within Budget Book Studio	The Euna project lead will train the client on the features available within Budget Book Studio and guide the client through ideal use of the features in order to develop the sample budget book. Should data importing be needed, the client and project lead will determine how to share the responsibility for importing data values in those entities/fields, in a way that respects the estimate project hour commitment agreed to here	Shared Task
Data Model Configuration & Testing Integration from Questica Budget	Following the budget book analysis and review of account structure data model, the Euna project lead will run working sessions to do some initial configuration needed to the existing data model with entities/fields to support creation of the sample budget book layout in Budget Book Studio as well as provide guidance to the client on the creation of custom entities, fields and Views.	In scope
Train the Trainer Training	Euna will provide training through online content and webinar style training sessions, including an optional introduction for newcomers to OpenBook.	In scope
Guidance on Budget Book Creation	The Euna project lead will provide guidance and work assistance to client on how to complete the creation of the budget book sample within Budget Book Studio, including tasks such as:	Shared Task

	1. Manual input of values deemed non-automatable 2. Insertion of unstructured data from files such as images, maps, award certificates, and charts 3. Sharing experience of layout and content options	
Budget Book Creation	The Euna project lead will not create the provided budget book sample within Budget Book Studio. They will provide configuration of the Euna Budget Pro data model, analysis on essential View creation, training on the Budget Book Studio product, expertise on best use of the Budget Book Studio features and support through the initial budget book creation steps.	Customer Task
Custom Reporting Entity Creation	The creation of the Budget Book will rely on out of the box reporting entities available within the Euna Budget product. Should a custom reporting entity be needed, this will require a separate change order contract for the Technical Services team to create that custom reporting entity.	Not in scope

Shared Responsibility

Euna and the Customer agree that the implementation of Budget Book Studio is a shared responsibility, and that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Euna nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so.

Euna shall provide the professional service as defined in this Statement of Work, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Euna, the obligation to provide professional services to The Customer expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Order Form

Customizations

Custom Business Rules (CBRs), Modifiers, User Interface

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

Specifications

Before Euna undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Euna shall prepare and sign-off on the detailed specifications ("Specifications") for the work to be performed.

Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Statement of Work.

Warranty

Once completed the custom work shall be warranted by Euna in accordance with the "Technical Support Services" section of the Software License Agreement.

Project Management

Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. Ensure the timely execution of Euna's deliverables.
3. Ensuring that members of The Customer team are sufficiently educated in the Euna Budget application understand the implications of initial design decisions.
4. Providing The Customer with timely and detailed descriptions of the items identified as "Customer task" within this SoW, along with their expected completion dates.
5. Providing regular progress status reports to the key team members.
6. Advising The Customer of the impact on the expected delivery dates of any Euna or Customer deliverable is advanced or delayed.
7. Tracking issues through an issue log.
8. Author and coordinate the approval of change order estimates, and the execution of the deliverables approved.

The Customer Project Management Responsibilities

- 1 Running The Customer's project according to The Customer's norms, standards, practices, and protocols.
2. Acting as primary communication point with the Euna PM.
3. Providing definitive responses to the Euna PM on all decision points.
4. Ensuring the timely execution of The Customer's deliverables, as identified within this SoW, and advising the Euna PM of expected completion dates.
5. Ensuring that implementation training material is reviewed in a timely manner.
6. Ensuring that change orders contain a full specification of the changes required.
7. Ensuring that customizations are fully specified and documented.



8. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.
9. Approving (sign-off) Euna deliverables.

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 8039
QUESTICA BUDGET BOOK SOFTWARE

TO THE ATTENTION OF SUSAN PIERCE PER QUOTE 102524 V3
CITY OF AMARILLO - FINANCE DEPARTMENT
EQUALIS GROUP CONTRACT COG-2139C

Line Number			Quantity
1	208 10	Accounting/Financial: Bookkeep ing, Billing and Invoicing, Bu OPENBOOK ADD IN - BUDGET BOOK STUDIO	3.00

Vendor Number	Name	Unit Cost	Extended Price
496089	GTY SOFTWARE INC.	15,000.0000	45,000.00

Line Number			Quantity
2	208 10	Accounting/Financial: Bookkeep ing, Billing and Invoicing, Bu GUIDED IMPLEMENTATION- BUDGET BOOK STUDIO	1.00

Vendor Number	Name	Unit Cost	Extended Price
496089	GTY SOFTWARE INC.	10,000.0000	10,000.00



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Fiscal Responsibility
Department: Public Health
Contact Person: Casie Stoughton, Director of Public Health

Agenda Caption: CONSIDER AWARD - MEDICAL SUPPLY, VACCINE, AND MEDICATION CONTRACT

This item considers the award of a medical supply, vaccine, and medication contract. This contract is for an initial term of one year and three one-year options to renew.

Award to: MMCAP

Amount: Not to exceed \$900,000.00 per year - \$3,600,000.00 including all three renewals

Funding Source: Public health federal grant funds

Is the item budgeted? Yes

Agenda Item Summary: The MMCAP contract allows Public Health to purchase needed medical supplies, vaccines, and medications at the best available price. These supplies are essential to the Public Health Department's operations and programs.

MMCAP is a buying cooperative used by organizations nationwide, including Texas. Vaccines purchased will include the full menu of vaccines and medications such as Tdap, polio, hepatitis B, hepatitis A, flu, COVID, MMR, shingles, rabies, HPV, meningococcal, varicella, Haemophilus influenzae type B, PPD, and needed over the counter medications. This item will be funded through state and federal grant funds. Vaccines and medications will be purchased on an as-needed basis.

Requested Action: Approve the award to MMCAP.

Funding Summary: Public Health grant funding

Purchasing Summary: MMCAP is a national cooperative group purchasing organization for government facilities to purchase medical supplies, vaccines, and medications.

Community Engagement Summary: N/A

Staff Recommendation: Approve the award to MMCAP.

Attachments: 1. TB25-8047

MMCAP VACCINES, MEDICAL SUPPLIES AND MEDICINE
MMCAP CONTRACT NO. M-487(5)
COMBINED TOTAL NOT TO EXCEED \$900,000.00 PER YEAR
WITH 3 ADDITIONAL ANNUAL RENEWALS

Line Number			Quantity
1	269 80	Serums, Toxoids, and Vaccines	1.00
MMCAPVACCINES			
MMCAPCONTRACT NO. M-487(5)			

Vendor Number	Name	Unit Cost	Extended Price
435571	MMCAP MINNESOTA MULTISTATE CO	650,000.0000	650,000.00

Line Number		Quantity
2	998 67 Medical and Dental Equipment and Supplies	1.00
	MMCAP MEDICAL SUPPLIES AND MEDICINE	
	MMCAP CONTRACT NO. M-487(5)	

COMBINED TOTAL OF \$900,000.00 (NOT TO EXCEED)			
Vendor Number	Name	Unit Cost	Extended Price
435571	MMCAP MINNESOTA MULTISTATE CO	250,000.0000	250,000.00
TOTAL AMOUNT BID \$900,000.00 ANNUALLY			



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Fiscal Responsibility
Infrastructure
Technology and Innovation

Department: Parks and Recreation

Contact Person: Michael Kashuba, Director of Parks and Recreation

Agenda Caption: CONSIDER PURCHASE - AUTONOMOUS MOWERS FOR CITY ATHLETIC FACILITIES

This item considers the purchase of three autonomous mowers for the City of Amarillo athletic facilities.

Award to: T&S Management, LLC (Sourcewell #031121-HSQ)

Amount: \$88,393.42

Funding Source: General construction fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item is for the purchase of three autonomous mowers along with the required base stations. Autonomous mowers provide several operational advantages over traditional mowers, including reduced labor costs and increased mowing efficiency. This purchase will help streamline park maintenance efforts, ensuring a more consistent quality of service across all parks.

The autonomous mowers are equipped with advanced GPS technology and sensors, allowing for precise, unmanned mowing of designated areas. The use of these mowers will allow park staff to focus on other critical maintenance tasks, improving overall park upkeep and resource allocation.

The department currently has three autonomous mowers in operation.

Requested Action: Staff recommends City Council approve the purchase of autonomous mowers to enhance the efficiency of park maintenance operations.

Funding Summary: Funding is available in the Park budget.

Purchasing Summary:

Community Engagement Summary: n/a

Staff Recommendation: Staff recommends approval.

Attachments: 1. TB25-8037

AUTONOMOUS MOWERS FOR JOHN STIFF PARK ATHLETIC FIELDS

SOURCEWELL CONTRACT #031121-HSQ

CONTACT: JAMES STOW (806)378-6840

Line Number				Quantity
1	020 16	Cutters and Shredders (Mowers)		3.00
	, Heavy Duty, Reel and Rotary:			
	3 EACH MANUFACTURER HUSQVARNA MODEL 970468105 (HUSQVARNA CEORA CHARGING STATION CS4)			

Vendor Number	Name	Unit Cost	Extended Price
496413	TURFAND SOIL MANAGEMENTCONTR	1,599.9933	4,799.98

Line Number				Quantity
2	022 13	Cultivating Equipment Parts		3.00
	3 EACH MANUFACTURER HUSQVARNA MODEL 970614405 RAZOR 43L CA (LOW CUTTING DECK)			

Vendor Number	Name	Unit Cost	Extended Price
496413	TURFAND SOIL MANAGEMENTCONTR	6,799.9933	20,399.98

Line Number				Quantity
3	020 16	Cutters and Shredders (Mowers)		3.00
	, Heavy Duty, Reel and Rotary:			
	3 EACH MANUFACTURER HUSQVARNA MODEL 970467905 (HUSQVARNA CEORA 546 EPOS (DRIVE UNIT))			

Vendor Number	Name	Unit Cost	Extended Price
496413	TURFAND SOIL MANAGEMENTCONTR	15,999.2000	47,997.60

Line Number				Quantity
4	022 13	Cultivating Equipment Parts		3.00
	3 EACH MANUFACTURER HUSQVARNA MODEL 529318910 (HUSQVARNA CEORA WHEEL BRUSH KIT CEORA PROP65)			

Vendor Number	Name	Unit Cost	Extended Price
496413	TURFAND SOIL MANAGEMENTCONTR	1,199.9933	3,599.98

Line Number				Quantity
5	022 13	Cultivating Equipment Parts		9.00
	9 EACH MANUFACTURER HUSQVARNA MODEL 536930910 (HUSQVARNA CEORA LOW CUT DISC)			

Vendor Number	Name	Unit Cost	Extended Price
496413	TURFAND SOIL MANAGEMENTCONTR	143.9922	1,295.93

Line Number				Quantity
6	020 16	Cutters and Shredders (Mowers)		2.00
	, Heavy Duty, Reel and Rotary:			
	2 EACH MANUFACTURER HUSQVARNA MODEL 970468205 (HUSQVARNA EPOS REFERENCE			

STATION)

Vendor Number	Name	Unit Cost	Extended Price
496413	TURFAND SOIL MANAGEMENT CONTR	719.9900	1,439.98

Line Number	Quantity
7	3.00

022 13	Cultivating Equipment Parts		
3 EACH MANUFACTURER HUSQVARNA MODEL 599805312 (HUSQVARNA BLADE SET AUTOMOWER ENHANCED HSS 300 PCS)			
Vendor Number	Name	Unit Cost	Extended Price
496413	TURFAND SOIL MANAGEMENT CONTR	799.9933	2,399.98

Line Number	Quantity
8	3.00

975 08	Agricultural Tractors,Mowers, Implements and Accessories Re		
3 EACH MANUFACTURER T&S MODEL 103 NEW EQUIPMENT SETUP FEE (CEORA) - ONBOARDING AND 2 FOLLOWUP SITE VISITS			
Vendor Number	Name	Unit Cost	Extended Price
496413	TURFAND SOIL MANAGEMENT CONTR	1,500.0000	4,500.00

Line Number	Quantity
9	14.00

975 08	Agricultural Tractors,Mowers, Implements and Accessories Re		
14 EACH MANUFACTURER T&S MODEL 100 INSTALLATION LABOR/HOUR			
*EXCLUDES SITE CONSTRUCTION AND INFRASTRUCTURE NEEDS.			
Vendor Number	Name	Unit Cost	Extended Price
496413	TURFAND SOIL MANAGEMENT CONTR	140.0000	1,960.00

TOTALAMOUNT BID \$88,393.43





Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: Parks and Recreation

Contact Person: Michael Kashuba, Director of Parks and Recreation

Agenda Caption: CONSIDER PURCHASE - ATHLETIC GOALS, BLEACHERS AND SCOREBOARDS FOR CITY OF AMARILLO ATHLETIC FACILITIES

This item considers the purchase of athletic goals, bleachers and scoreboards for City of Amarillo athletic facilities.

Award to: BSN Sports (BuyBoard #665-22)

Amount: \$161,594.99

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item is requesting City Council approval to purchase new athletic goals, bleachers, and other equipment to replace older, deteriorating items currently in use at city sports fields and facilities. The existing equipment is becoming increasingly difficult for staff to move and adjust for various user groups, leading to inefficiencies and potential safety concerns.

The new equipment will be more mobile, durable, and user-friendly, significantly improving setup and takedown times for city staff. It will also better accommodate the needs of various sports and recreational groups, enhancing the overall experience for both participants and spectators. This investment will help ensure smoother operations and reduce strain on maintenance teams, while providing improved amenities for city events and recreational activities.

The purchase would include:

- 2 - Portable Scoreboards with Controllers
- 4 pairs - 3" Classic Alumagoal 4' x 6' White Soccer Goal
- 3 pairs - 3" Classic Alumagoal 6.5' x 12' White Soccer Goal
- 3 pairs - 3" Classic Alumagoal 6.5' x 18.5' White Soccer Goal
- 2 pairs - 3" Classic Alumagoal 7' x 21' White Soccer Goal
- 5 pairs - 3" Classic Alumagoal 8' x 24' White Soccer Goal
- 68 sets - Transport Wheels for Soccer Goals
- 6 - 5 Row 80 Seat Transportable Bleachers

Requested Action: Staff recommends City Council approve the purchase of new athletic goals, bleachers, and equipment to improve operational efficiency and enhance user experience for various sports and recreational activities.

Funding Summary: Funding is available in Job #412080.

Purchasing Summary: Purchased through a cooperative agreement.

Community Engagement Summary: Staff has actively engaged with local sports and recreational user groups to gather input on specific equipment needs, including the size and type of athletic nets and equipment that best meet their requirements. Feedback from these consultations has been incorporated into the selection of the new equipment to ensure it is suitable for a wide variety of activities and users.

Staff Recommendation: Staff recommends approval

Attachments:

1. BSN Sports Quote
2. TB25-8048



PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Quote

Quote #: 21579739
Purchase Order #: QT-JS-Fall 24' Equipment
Cart Name:
Quote Date: 10/03/2024
Quote Valid-to: 12/16/2024
Payment Terms: NT30
Ship Via:
Ordered By: James Stow

Contact Your Rep

James Wright Email: jjwright@bsnsports.com | Phone: 214-459-9092

Sold to
1050228
CITY OF AMARILLO
507 S Johnson
AMARILLO TX 79105
USA

Ship To
1141101
CITY OF AMARILLO PARK MAINTENA
800 SE 23rd Ave, Door 44A
AMARILLO TX 79103-1108
USA

Payer
1050228
CITY OF AMARILLO
507 S Johnson
AMARILLO TX 79105
USA

Item Description	Qty	Unit Price	Total
VGC MULTI-SPORT SOLAR SCOREBOARD/TRAILER Item # - NSPHG	2 EA	\$ 12,390.00	\$ 24,780.00
VGC MULTI-SPORT WIRELESS CONTROLLER Item # - NSPHG	2 EA	\$ 875.00	\$ 1,750.00
3" Classic Alumagoal 4' X 6' WHITE Item # - SGA305	4 PR	\$ 1,395.00	\$ 5,580.00
3" Classic Alumagoal 6.5' X 12' WHITE Item # - SGA303	3 PR	\$ 2,295.00	\$ 6,885.00
3" Classic Alumagoal 6.5' X 18.5' WHITE Item # - SGA302	3 PR	\$ 2,595.00	\$ 7,785.00
3" Classic Alumagoal 7' X 21' WHITE Item # - SGA301	2 PR	\$ 2,745.00	\$ 5,490.00
3" Classic Alumagoal 8' X 24' WHITE Item # - SGA300	5 PR	\$ 3,195.00	\$ 15,975.00
TRANSPORT WHEELS (SET OF 2) Item # - SCGWHLXX	68 SET	\$ 115.00	\$ 7,820.00
5 Row 80 Seat Transp Preferred Bleach Item # - NBT0524P	6 EA	\$ 12,995.00	\$ 77,970.00

Subtotal: \$154,035.00

Other: \$0.00

Freight: \$7,559.99

Sales Tax: \$0.00

Order Total: \$161,594.99

Payment/Credit Applied: \$0.00

Order Total: \$161,594.99

Texas Buyboard Bid #665-22

FOB Destination

Line Number				Quantity
1	931 11	Athletic and Sporting Goods Equipment and Accessories (Should be included in bid) VGM MULTI-SPORT SOLAR SCOREBOARD / TRAILER		2.00
ITEM# NSPHG				
Vendor Number	Name	Unit Cost	Extended Price	
491545	BSN SPORTS LLC	12,390.0000	24,780.00	

Line Number				Quantity
2	931 11	Athletic and Sporting Goods Equipment and Accessories (Should be included in bid)		2.00
VGM MULTI-SPORT WIRELESS CONTROLLER				
ITEM# NSPHG				
Vendor Number	Name	Unit Cost	Extended Price	
491545	BSN SPORTS LLC	875.0000	1,750.00	

Line Number				Quantity
3	931 11	Athletic and Sporting Goods Equipment and Accessories (Should be included in bid)		4.00
	3" CLASSIC ALUMAGOAL 4' X 6' WHITE			
	ITEM# SGA305			
	Vendor Number	Name	Unit Cost	Extended Price
	491545	BSN SPORTS LLC	1,395.0000	5,580.00

Line Number				Quantity
4	931 11	Athletic and Sporting Goods Equipment and Accessories (Should be included in bid)		3.00
	3" CLASSIC ALUMAGOAL 6.5' X 12' WHITE			
	ITEM# SGA303			
	Vendor Number	Name	Unit Cost	Extended Price
	491545	BSN SPORTS LLC	2,295.0000	6,885.00

Line Number				Quantity
5	931 11	Athletic and Sporting Goods Equipment and Accessories (Should be included in bid)		3.00
3" CLASSIC ALUMAGOAL 6.5' X 18.5' WHITE				
ITEM# SGA302				
Vendor Number	Name	Unit Cost	Extended Price	
491545	BSN SPORTS LLC	2,595.0000	7,785.00	

Line Number				Quantity
6	931 11	Athletic and Sporting Goods Equipment and Accessories (Should be included in bid)		2.00

3" CLASSIC ALUMAGOAL 7' X 21' WHITE

ITEM# SGA301

Vendor Number	Name	Unit Cost	Extended Price
491545	BSN SPORTS LLC	2,745.0000	5,490.00

Line Number	Quantity
7 931 11 Athletic and Sporting Goods Equipment and Accessories (Shoulder Pads) 3" CLASSIC ALUMAGOAL 8' X 24' WHITE	5.00

ITEM# SGA300

Vendor Number	Name	Unit Cost	Extended Price
491545	BSN SPORTS LLC	3,195.0000	15,975.00

Line Number	Quantity
8 931 11 Athletic and Sporting Goods Equipment and Accessories (Shoulder Pads) TRANSPORT WHEELS (SET OF 2)	68.00

ITEM# SCGWHLXX

68 SET

Vendor Number	Name	Unit Cost	Extended Price
491545	BSN SPORTS LLC	115.0000	7,820.00

Line Number	Quantity
9 931 11 Athletic and Sporting Goods Equipment and Accessories (Shoulder Pads) 5 ROX 80 SEAT TRANSP PREFERRED BLEACH	6.00

ITEM# NBT0524P

Vendor Number	Name	Unit Cost	Extended Price
491545	BSN SPORTS LLC	12,995.0000	77,970.00

Line Number	Quantity
10 001 01 Shipping, Handling & Misc Fees	1.00

FREIGHT

Vendor Number	Name	Unit Cost	Extended Price
491545	BSN SPORTS LLC	7,559.9900	7,559.99

Total Bid Amount \$ 161,594.99

Date Mailed _____

Date to Open 11/27/2024 4:00 PM

491545 BSN SPORTS LLC

14460 VARSITY BRANDS WAY

FARMERS BRANCH TX 75244

Salutation Name: ALICIA

Professional Title: CONTACT PERSON

Salutation Name: RAPHAEL

Professional Title: ACCOUNT PAYABLE

Phones: 800 527-7510



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Fiscal Responsibility
Infrastructure
Department: Parks and Recreation
Contact Person: Michael Kashuba, Director of Parks and Recreation

Agenda Caption: CONSIDER AWARD - JOHN STIFF SOUTH SOCCER FIELD FENCING PROJECT CONSTRUCTION CONTRACT

This item considers the award of a contract for the John Stiff Soccer Field Fencing Project. This project will fence the five southern soccer fields in John Stiff Memorial Park.

Award to: All Star Fencing/Advantage Court (BuyBoard #737-24)

Amount: \$273,036.00

Funding Source: General construction fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of a construction contract for the John Stiff South Soccer Field Fencing Project (TX BuyBoard #737-24). This project will fence the five southern soccer fields in John Stiff Memorial Park. It consists of approximately 4,630 LF of 8' tall black vinyl-coated chain-link fencing with an associated mow edge. The fencing will allow the Parks Department to provide a higher level playing surface on the athletic fields and reduce the amount of damage.

Requested Action: Staff recommends awarding the bid and authorizing the City Manager to execute the agreement.

Funding Summary: Funding is available in Job Number #412031 from Parks E&I

Purchasing Summary: The item was procured through a cooperative purchase agreement (BuyBoard).

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval.

Attachments:

1. John Stiff Park South Soccer Fields Pricing PDF
2. 8028.25

November 14, 2024

TX BuyBoard #737-24

Customer: City of Amarillo

Project: Chain Link Fence Around 5 Soccer Fields with Gates

Project Location: John Stiff Park South Soccer Fields

- Installation of approximately 4630 LF of 8' tall black vinyl chain link to match the fence at the north soccer fields.
- Installation of (16) 12' wide double drive gates.
- Installation of concrete mow strip around entire fence.
- Survey of all fence lines prior to starting installation.

PRICE \$273,036.00

QUOTATION

Line Number	Quantity
1	1.00
330 13	Fencing, Chain Link (Including Fabric, Gates, Panels, Posts
INSTALLATION OF APPROXIMATELY 5430 LF OF 8' TALL BLACK VINYL CHAIN LINK TO MATCH THE FENCE AT THE NORTH SOCER FIELDS.	
INSTALLATION OF (20) 12' WIDE DOUBLE DRIVE GATES.	
INSTALLATION OF CONCRETE MOW STRIP AROUND ENTIRE FENCE.	
SURVEY OF ALL FENCE LINES PRIOR TO STARTING INSTALLATION.	

Vendor Number	Name	Unit Cost	Extended Price
115748	ADVANTAGE COURTS	273,036.0000	273,036.00
TOTAL BID AMOUNT \$ 273,036.00			

Vendor List For Quote 8028

John Stiff Memorial Park

South Fencing Project

Date Mailed _____

Date to Open 11/13/2025 4:00 PM

115748 ADVANTAGE COURTS

P O BOX 8518

AMARILLO TX 79114

Phones: 806 356-6822

FAX 806 331-6822



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Infrastructure
Department: Public Works
Contact Person: Donny Hooper, Assistant City Manager and Public Infrastructure Director

Agenda Caption: CONSIDER AWARD - CHFRS-2P ASPHALTIC EMULSION ANNUAL CONTRACT

This item considers the award of a contract for the purchase of up to 40,000 gallons of CHFRS-2P Asphaltic Emulsion used by the Street Division to seal cracks in paved streets throughout the City. This contract is for an initial term of one year, with four one-year options to renew.

Award to: Ergon Asphalt & Emulsion

Amount: Up to \$117,200.00 (first year)

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of a contract for the purchase of up to 40,000 gallons of CHFRS-2P Asphaltic Emulsion used by the Street Division to seal cracks in paved streets throughout the City.

Requested Action: Award this contract to the low bidder meeting specifications: Ergon Asphalt & Emulsion Inc. for a (1) one year agreement with options of (4) four additional one year renewals.

Funding Summary: Funding for this item is available on Street Division operating account 1420.68300 (R&M Improvements), up to \$117,200.00

Purchasing Summary:

Community Engagement Summary: N/A

Staff Recommendation: City staff recommends approval.

Attachments: 1. TB25-7964

Line Number			Quantity
1	745 02	Asphalt, AC (Asphalt/Cement)	40000.00

SPECIALIZED PRODUCTS USED TO SEAL PAVEMENTCRACKS

Vendor Number	Name	Unit Cost	Extended Price
463994	ERGON ASPHALT & EMULSION INC	2.9300	117,200.00



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Infrastructure
Public Safety
Technology and Innovation

Department: Public Works

Contact Person: Alan Harder, Director of Public Works

Agenda Caption: CONSIDER AWARD - CONTRACT FOR PLAYA LAKE LEVEL MONITORING PROJECT PHASE 2

This item considers the award of a contract to purchase and install water level monitoring infrastructure, rain gauges, and cameras at Lawrence Lake, McDonald Lake, Bennett Lake, Tee Anchor Lake, Martin Road Lake, Greenways Lake, Willow Grove Lake, and McCarty Lake.

Award to: WEST Consultants, Inc.

Amount: \$402,633.22

Funding Source: Drainage utility fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of a contract to purchase and install water level monitoring infrastructure, rain gauges, and cameras at Lawrence Lake, McDonald Lake, Bennett Lake, Tee Anchor Lake, Martin Road Lake, Greenways Lake, Willow Grove Lake, and McCarty Lake. Collected information will be recorded and displayed in real time on a third-party website which the public can access through the Drainage Utility website. This project will allow city staff and citizens to see current and historic levels of all city-owned or pumped playa lakes, increasing the efficiency of monitoring for city staff and giving the public a much greater awareness of current and past conditions. WEST Consultants was the only respondent to this RFQ on June 18, 2024, and were selected for the project. It was determined during negotiations to take a phased approach to the project since WEST consultants couldn't scope or estimate equipment and installation costs until they had conducted field visits, planning meetings, and evaluated options with City staff. A contract for Phase 1 of the project was executed on September 11, 2024. As a part of Phase 1, WEST has conducted field visits, conducted a planning workshop with the City, and helped us determine which options for lake level monitoring would be best to implement. This contract will be the second and final phase of the project.

Requested Action: Consider approval of purchase.

Funding Summary: Funding will be taken from account 560226 Drainage Utility Equipment Additions and Replacements

Purchasing Summary:

Community Engagement Summary: Once the project is complete and information is available online, Public Works will coordinate with the Office of Engagement and Innovation to make the community aware of the new feature to monitor playa lake levels.

Staff Recommendation: Staff recommends approval as presented.

Attachments: 1. ExecutiveSummaryAmarilloLakes_20241119

TECHNICAL MEMORANDUM

WEST Consultants, Inc.

8951 Cypress Waters Blvd.
Suite 160
Dallas, TX 75019
(214) 932-3015
www.westconsultants.com



To: Alan Harder, PE
Company: City of Amarillo
Date: 11-18-2020
From: Lee von Gynz-Guethle, PE, BC.WRE, CFM
Reviewed by: Jeffery Budnick
Subject: Playa Lake Monitoring – Executive Summary

Playa Lake Monitoring - Executive Summary

The City of Amarillo (City) contracted with WEST Consultants, Inc. (WEST) to gather field data and present options for water level monitoring at eight playa lakes. WEST has completed the field investigation and presented a summary workshop to the City with various monitoring options. During the workshop, the City selected the preferred monitoring option for WEST to put together a planning level cost estimate.

Monitoring Summary

The City would like to move forward with a traditional monitoring system from an established vendor that has a long history of reliable and accurate data collection. The monitoring system will use equipment that is commonly used by agencies such as the United States Geological Survey (USGS) and United States Army Corps of Engineers (USACE). The vendor chosen to supply the equipment is [OTT Hydromet](#). WEST will install the infrastructure and equipment with City support.

Monitoring Details

The City chose to move forward with monitoring that includes cellular telemetry, bubbler water level sensors, cameras, rain gages, and a publicly accessible website. The City also chose a joint installation option where WEST will train the City how the site infrastructure is to be installed at two sites. The City will then install infrastructure at the remaining six sites. This will provide necessary training for the City to operate and maintain the monitoring system and will reduce the overall cost. WEST will install equipment at all eight sites when it is available. All this work will be completed under a Phase 2 contract with WEST for installation and commissioning of the monitoring system.

Total estimated cost: \$405,000 (see Appendix A for detailed costs).

Cost Details

The cost estimate includes equipment and material purchases with one set of spare equipment, surveying to set a benchmark at each lake, gage installation, website setup, training and documentation, three years of remote support with one optional field visit from WEST, project management, and contingency. The contingency is available to offset unforeseen costs due to equipment and material price increases, increased labor required for installation, website setup, training, documentation, and for potential weather delays. Additionally, the cost includes the first year of website and cellular fees, both of which will be ongoing in future years.

City Tasks

- Secure any necessary permission for installation.
- Supply two workers to assist WEST with installation of pipes and conduit at the two highest priority sites. This is anticipated to take 40 hours.
- Install pipes and conduit at the remaining six sites. This is anticipated to take 2-3 weeks.
- Provide basic tools.
- Receive shipped equipment and materials and pick up any locally ordered materials.
- Remove any trees blocking webcam or precipitation sensors.
- Provide locks and keys for electrical enclosures.
- Supply one field worker to assist WEST with the installation of equipment. This is anticipated to take 40 hours. This should be a person who will be involved in the operation and maintenance of the system as it will provide a good training opportunity.
- Perform regular operation and maintenance.

Order of Installation

The City prefers to install infrastructure at the lakes in the following order:

1. Lawrence
2. Bennett
3. Greenways (Playa 7)
4. McDonald
5. Tee Anchor
6. Martin
7. McCarty
8. Willow Grove

Ongoing Operation and Maintenance

The City will operate and maintain the gages and website after installation. WEST will be available for remote support, if necessary, limited to the hours proposed in the cost estimate. WEST recommends that the City follows the vendor's recommendations for maintaining equipment. The following cost is an estimate for the system to be maintained by the City.

Estimated cost: \$22,500/year (See Appendix B for details).

Schedule

The following schedule has been proposed for Phase 2:

- **12-13-2024:** City and WEST sign Phase 2 contract
- **12-20-2024:** WEST orders equipment
- **January & February 2025:** WEST and City install site infrastructure.
- **Late February/early March 2025:** WEST and city install vendor equipment.
- **Early March 2025:** Gages are collecting data and the website is operational.
- **March & April 2025:** Training and documentation.

Appendix A

WEST Cost Estimate



WEST Consultants
8951 Cypress Waters Blvd.
Suite 160
Dallas, TX 75019
(214) 932-3015

CLIENT/JOB NAME

Amarillo Playa Lakes Monitoring

Hourly Rate		Sr. Project Manager 307.40	Senior Hydrologist 207.00	Hydrologist 122.13	Hydrologist 148.01	Tech Writer 145.94	Hours	COST
A. LABOR COSTS		LvGG	Jbudnick	Lswanson	Pregan	Lsmith		
TASK No.	DESCRIPTION							
1	Gage Installation (with City Assistance)		164				164	33,948.00
2	Website Setup	4	10		60		74	12,180.20
3	Training and Documentation	12	44	50	50	30	186	30,682.00
4	Year 1 Support ¹		10		10		20	3,550.10
5	Year 2 Support		10		10		20	3,674.35
6	Year 3 Support		10		10		20	3,802.96
7	Optional: Field Support Trip		54				54	11,178.00
8	Project Management	90					90	27,666.00
Subtotal		0	106	302	50	140	30	628
TOTAL HOURS		0	106	302	50	140	30	628
TOTAL LABOR COST								126,681.61

B. DIRECT COSTS							COST
1	Ott Hydromet - XLink500, bubbler, camera, rain gage, enclosure, solar, battery		9		x Rate	15600	= 140,400.00
1	Ott Hydromet - Shipping					2.50%	= 3,510.00
1	Ott Hydromet - Cellular Fees for One Year		9		x Rate	580	= 5,220.00
1	Materials (steel angle, pipe, fasteners, strut, fasteners, hardware, etc) for stream gage		8		x Rate	1705.8	= 13,646.40
1	Centerline Survey Services		1		x Rate	5400	= 5,400.00
1	AEM Elements 360 - Setup		1		x Rate	2400	= 2,400.00
1	AEM Elements 360 - Yearly Fee (public website, 8 gages)		1		x Rate	10300	= 10,300.00
1	Flights (2 roundtrip flights from Portland to Amarillo)		2		x Rate	1000	= 2,000.00
1	1st Installation Trip - Hotel and Food	Hotel	\$150	Per Diem	\$59		= 1,104.00
1	1st Installation Trip - Rental Vehicle + Gas		6		x Rate	200	= 1,200.00
1	1st Installation Trip - Tool rental		5		x Rate	200	= 1,000.00
1	1st Installation Trip - Airport Parking						= 150.00
1	2nd Installation Trip - Hotel and Food	Hotel	\$150	Per Diem	\$59		= 1,104.00
1	2nd Installation Trip - Rental Vehicle + Gas		6		x Rate	200	= 1,200.00
1	2nd Installation Trip - Airport Parking						= 150.00
1	2nd Installation Trip - Tool rental		5		x Rate	200	= 1,000.00
7	Optional: Flight		1		x Rate	1250	= 1,250.00
7	Optional: Field Visit - Hotel and Food	Hotel	150	Per Diem	59		= 895.00
7	Optional: Rental Vehicle + Gas		5		x Rate	200	= 1,000.00
	Taxes					8.25%	= 15,916.68
TOTAL DIRECT COST							208,846.08
LABOR + DIRECT COSTS							335,527.68
TOTAL INCLUDING CONTIGENCY					20% Contingency		67,105.54
							402,633.22

¹Time period to begin after installation. Assume 4/1/2025 to 3/30/2026 will be Year 1

Appendix B

Future Operation and Maintenance Costs



Amarillo Playa Lakes - Operation and Maintenance*

* all tasks to be performed by the City of Amarillo

Hourly Rate		Supervisor 38.88	Storm Sewer Tech 38.88	Surveyor 38.88	Utility Worker 27.95		Hours	COST
A. LABOR COSTS								
TASK No.	DESCRIPTION							
1	Weekly Website Check		52					2,022
2	Quarterly Site Visits				40			1,118
3	Quarterly Water Level Surveying			64				2,488
4	Troubleshooting		16					622
5	Pay Website and Cellular Fees	2						78
Subtotal		0	2	68	64	40	0	6,328
TOTAL HOURS		0	2	68	64	40	0	
TOTAL LABOR COST								\$6,328

B. DIRECT COSTS								COST
2	Desiccant		1	x Rate	130	=		130
2	Miscellaneous (battery, hardware, etc)		1	x Rate	500	=		500
5	OTT Hydromet - Cellular Fees for One Year		9	x Rate	580	=		5,220
5	AEM Elements 360 - Yearly Fee (public website, 8 gages)		1	x Rate	10300	=		10,300
TOTAL DIRECT COST								\$16,150
TOTAL YEARLY COST								\$22,478



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Infrastructure
Public Safety
Department: Public Works
Contact Person: Alan Harder, Director of Public Works

Agenda Caption: CONSIDER AWARD - AMENDMENT NO. 1 TO GRANT STREET STORM SEWER AGREEMENT FOR ENGINEERING SERVICES

This item considers the award of an amendment to the existing agreement for engineering services. This amendment is for additional design, bidding, and construction phase services associated with the reconstruction of Grant Street as a stamped concrete pavement section between SE 7th Ave. and SE 3rd Ave. as well as the Grant Street Storm Sewer Phase II project which was funded in the FY 2024/25 City of Amarillo Budget.

Award to: OJD Engineering, LLC	
Original Award:	\$371,000.00
Amendment No. 1:	92,750.00
<u>Revised Total Award:</u>	<u>\$463,750.00</u>

Funding Source: Drainage utility fund revenues
Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of an amendment to the existing agreement for engineering services. This amendment is for additional design, bidding, and construction phase services associated with the reconstruction of Grant Street as a stamped concrete pavement section between SE 7th Ave. and SE 3rd Ave. as well as the Grant Street Storm Sewer Phase II project which was funded in the FY 2024/25 City of Amarillo Budget.

Requested Action: Consider approval and award of Amendment No. 1 to the Grant Street Storm Sewer Agreement for Engineering Services

Funding Summary: Funding for this item is available in Job Number 560227 Grant Street Storm Sewer Phase II

Purchasing Summary: This is a negotiated amendment to an existing agreement.

Community Engagement Summary: N/A

Staff Recommendation: City staff recommends approval of Amendment No. 1 as presented.

Attachments: 1. Amendment Number 1

2. CO #1 RFQ 04-24 Professional Services Agreement for Design & Construction Phase

CHANGE ORDER NO. 1
CITY OF AMARILLO

JOB NO. 560175 GRANT STREET STORM SEWER
BID NO. NA

DATE: OCTOBER 22, 2024

CONSULTANT: OJD ENGINEERING, LLC

CHANGE ORDER NO. 1

DESCRIPTION OF CHANGE

Change Order No. 1 is for design, bidding, and construction phase services associated with the reconstruction of Grant Street between SE 7th Ave. and SE 3rd Ave.

ITEM NO.	DESCRIPTION	ORIGINAL ESTIMATE QUAN.	REVISED ESTIMATE QUAN.	NET CHANGE IN QUAN.	UNIT MEASURE	UNIT PRICE	NET CHANGE IN DOLLARS
1	Design Phase		\$ 346,423.00			\$ 278,250.00	\$ 68,173.00
2	Bidding Phase		\$ 32,850.00			\$ 25,970.00	\$ 6,880.00
3	Construction Contract Admin. Phase		\$ 84,477.00			\$ 66,780.00	\$ 17,697.00
NET THIS CHANGE ORDER							\$ 92,750.00
PREVIOUS CHANGE ORDERS							\$ N/A
TOTAL OF CHANGE ORDERS							\$ 92,750.00
ORIGINAL CONTRACT TOTAL							\$ 371,000.00
REVISED CONTRACT TOTAL							\$ 463,750.00
Percent changed							25.00%

APPROVED:

OJD Engineering
Consultant
By

RECOMMENDED:

Assistant Director of Public Works
Director of Public Works

Purchasing Agent/ City Manager

- cc: Departmental
Accounting
Contractor
Project Representative
Public Works Project Coord.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and OJD Engineering, LLC, Located in Potter County, Texas ("ENGINEER"). OWNER hereby engages ENGINEER to perform the following professional services on certain properties located in Potter County.

OWNER hereby engages ENGINEER to perform the following professional engineering services for the evaluation, design and preparation of plans for construction of the OWNER'S Grant Street Drainage Project which includes storm sewer pipe and drainage structures from 7th St. to 2nd St. on Grant St. and from Grant St. to Lincoln St. on 2nd St., located in Potter County ("Project").

The Scope of Work is more particularly set forth in the Exhibit "A" to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibit "A" and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to accept as payment for the Project fees for the Design Phase, Bidding Phase and Construction Contract Administration Phase as shown in the attached Exhibit "B" to this Agreement and by this reference made a part of the Agreement.

II.

ENGINEER will submit monthly billings based on the design and construction progress of the Project. ENGINEER's billings will be in writing and of sufficient detail to fully identify the work performed to date of billing. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER'S representative for purposes of this Agreement shall be Jackson Zaharia, City Engineer or his designee. ENGINEER will begin work on the Project within 5 days after receipt of written notification to proceed from OWNER and shall complete the Project as detailed in Exhibit "A".

IV.

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

V.

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

VI.

ENGINEER agrees that OWNER or its duly authorized representatives will, until the expiration of 4 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

In the event OWNER finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given 10 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 10 days ENGINEER has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XV.

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

XVI.

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

Attention: OJD Engineering
Che Shadle, President
2420 Lakeview Dr.
City, Texas 79105
Direct: (806)681-0106
Telephone: (806)352-7117
Email: che.shadle@ojdengineering.com

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

Attention: Jackson Zaharia
P.O. Box 1971
Amarillo, Texas 79105-1971
Telephone: (806) 378-9334
Fax: (806) 378-9363
E-Mail: jackson.zaharia@amarillo.gov

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

XXIII.

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

XXIV.

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

XXV.

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

XXVI.

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

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

ATTEST:

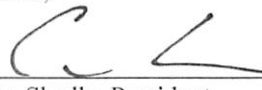

Stephanie Coggins, City Secretary

CITY OF AMARILLO
(OWNER)

By: 
City Manager

Date: 11/17/2023

OJD ENGINEERING, LLC.
(ENGINEER)

By: 
Che Shadle, President

Date: 11/7/2023



OJD Engineering
The Benchmark
FE-4393

EXHIBIT "A"

Professional Engineering Services for
Construction of Storm Sewer Conveyance
System in Grant Street (7th St. to 2nd St.) and
2nd Street (Grant St. to Lincoln St.)

Scope of Work

OJD Engineering, LLC

Wellington | Amarillo | Wolfforth

ph: 806.352.7117

2420 Lakeview Dr. Amarillo, TX 79109

www.OJDEngineering.com

fax: 806.352.7188



1. PLANNING PHASE

- a. Initial Data Collection
 - i. Research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with planned future improvements that may influence the project.
 - ii.
- b. Coordination Meetings
 - i. *Meetings with the City of Amarillo Engineering*

2. DESIGN PHASE

- a. Final Survey
 - i. Perform a horizontal and vertical survey that will identify property lines, contours, benchmarks, utilities, bores, topographic features, heritage trees, fences, drainage structures, existing easements, etc. Work with City of Amarillo Staff and Contractor to locate utilities within the affected area that are critical to design,
- b. Drainage Study
 - i. Perform a Hydrologic/hydraulic analysis in accordance with the City's Flood Damage Mitigation Ordinance (Chapter 4-8 in the Municipal Code).
 - ii. Utilizing the topographic survey data, design a drainage system meeting Amarillo's Storm Water Management Criteria Manual.
 - iii. Study shall address the future storage requirements in the City owned parking lots that will be designed and constructed at a later date.
- c. Design Documents
 - i. Provide the City with design documents including plans, specifications and opinion of probable construction cost for review and comments at 30% (Drainage Study), 60%, 90% and Final design milestones.
 - ii. Bid Documents
 - iii. Prepare all technical bid documents and provide assistance throughout the bidding process, including conducting a pre-bid meeting, responding to RFIs, and issuing any required addenda. Prepare Supplemental General Conditions to the

Wellington | Amarillo | Wolfforth



General Conditions. Prepare Special Provisions for modifications to the Standard Specifications as necessary.

3. CONSTRUCTION PHASE

a. Construction Administration

- i. Provide all construction administration, documentation and coordination.
- ii. Conduct and provide minutes for a pre-construction meeting.
- iii. Attend weekly job site and construction meetings
- iv. Provide oversight/coordination for all testing required in the Contract Documents.
- v. Provide oversight/coordination for construction Materials Testing as required by the Contract Documents and ensure conformance with the Contract.
- vi. Maintain records of test reports and updated current construction schedule. Testing and daily reports are to be submitted for review.
- vii. Review submittals and approve for material inclusion in the project as designed, and maintain record of approved submittals.
- viii. Review pay applications for compliance and make recommendations regarding work completed and materials-on-hand.
- ix. Evaluate, process, and make recommendation on change orders or proposals. Consider, evaluate, and make recommendations on Contractor's modifications to field related issues. Such modifications are to be reported.
- x. Provide any necessary record drawings.
- xi. Coordinate construction phasing & traffic control plan with contractor.

b. Status Reports

- i. Provide monthly status reports including these areas:
 1. Construction progress vs. schedule and actions taken/necessary to address critical path issues to the City's benefit
 2. Change order summary and recommendations

Wellington | Amarillo | Wolfforth



3. Quality of workmanship review and actions taken/necessary to address issues to the City's benefit.
 4. Identify deficiencies in work regarding the Contract Documents and actions taken/necessary to address for the City's benefit
 5. Critical path issues moving forward
 - ii. Interpretation or clarification of the Contract Documents shall be reported.
- c. Inspections
- i. Advise the Contractor of necessary correction of any defective work upon notice or inspection. Coordination shall follow with the City and the Contractor for resolution to construction-related issues.
 - ii. Report any work that is unsatisfactory, defective, or does not conform to the Contract Documents. Promptly advise the City of work that:
 1. Does not meet the requirements of inspections or testing
 2. Has been damaged
 3. Should be corrected or rejected
 4. Should be uncovered for additional observation/inspection for final approval
 5. Requires a shop drawing or submittal that has not been approved
 - iii. Collaborate with and advise City staff of inspection activity throughout the project.
 - iv. Arrange/process/coordinate for inspections/permits with the appropriate entities or agencies having jurisdiction over a specific portion of the project.
- d. Safety
- i. Monitor adherence to all applicable safety programs & requirements.
 - ii. Verify that the Contractor manages the delivery and arrangement of storage, protection, traffic control and security for all materials, systems, and equipment to the benefit of the City and the public.



e. Closeout

- i. Recommend retainage, release, and manage/coordinate with the City/Contractor the collection of all Closeout Documents required by the Contract Documents, both construction and consultation.
- ii. Assist the City in acceptance and transition to operations.
- iii. Generate a punch list, conduct final walkthrough and issue a certification of completion.
- iv. Supply as-built record drawings to the City.
- v. Supply documentation on any needed floodplain recommendations.
- vi. Conduct quarterly inspections after the acceptance of the project during the one-year warranty period.
- vii. Coordinate warranty work through the City's project manager and resident project representative.

EXHIBIT "B"

Total Fee-8% of Construction		\$ 371,000.00
Desing Phase	75%	\$ 278,250.00
Bidding Phase	7%	\$ 25,970.00
Construction Contract Admin Phase	18%	\$ 66,780.00

Exhibit C

CERTIFICATE OF INSURANCE REQUIREMENTS CITY OF AMARILLO, TEXAS

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide minimum insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the City. A certification of insurance will be placed on file with the Contracting Department of the City of Amarillo, prior to the execution of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
-------------------------	-----------------------

WORKER'S COMPENSATION - Coverage A	Statutory
---	------------------

NOTES:

Worker's Compensation Insurance shall include a
Waiver of Subrogation in favor of the City of Amarillo

EMPLOYERS LIABILITY - Coverage B

Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000

COMMERCIAL GENERAL LIABILITY:

Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products/Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

NOTE:

- 1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include the CITY of Amarillo as an Additional Insured for all work performed for or on behalf of the CITY.

AUTOMOBILE LIABILITY:

Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.
- 2) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City.

To be awarded as one lot OJD Engineering

Line 1 Desing Phase			
1	ea		
	Unit Price	\$278,250.000	
	Extended Price		278,250.00

Line 2 Bidding Phase			
1	ea		
	Unit Price	\$25,970.000	
	Extended Price		25,970.00

Line 3 Construction Contract Admin Phase			
1	ea		
	Unit Price	\$66,780.000	
	Extended Price		66,780.00

Bid Total
Change Order #1
Revised Total
OJD Engineering

371,000.00
92,750.00
463,750.00

Amarillo, TX



Agenda Transmittal Memo

Date: December 10, 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 AWARD - PARTICIPATION AGREEMENT WITH NIELSEN COMMUNITIES

This item considers the award of a participation agreement with Nielsen Communities to construct approximately 3600 Linear feet of sanitary sewer line.

Award to: Nielsen Communities

Amount: \$163,421.54

Funding Source: Enterprise funding from the Director of Utilities.

Is the item budgeted? Yes

Agenda Item Summary: The Developer Nielsen Communities is proposing the construction of Unit #12 of the Vineyards subdivision. Staff is proposing a participation agreement with the Developer to coordinate construction of approximately 3600 linear feet of sanitary sewer between the subdivision and the downstream service location, Lift Station 55. The Developer is assuming responsibility for project construction and will be reimbursed for a portion of the project contingent on City inspection of the work. The Vineyards subdivision development is located northwest of the intersection of W. Hastings Avenue and Broadway Drive.

Requested Action: Consider approval of a participation agreement with Nielsen Communities - \$163,421.54

Funding Summary: Funding for this project is available in project 415585

Purchasing Summary:

Community Engagement Summary: The work associated with this agreement will impact the public by providing sewer service to a large portion of the Vineyards development as well as any future development within the service area of the sewer line.

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

Attachments: 1. VINEYARDS Participation Agreement Packet

PARTICIPATION AGREEMENT
BETWEEN THE CITY OF AMARILLO
AND Nielsen Communities

This Participation Agreement ("Agreement") is made and entered into this ____ day of _____, 202__ by and between Nielsen Communities of Potter County Texas, (hereinafter called "Developer"), and the City of Amarillo, Texas, a Texas Municipal corporation and home rule City of the State of Texas situated in Potter and Randall Counties, Texas (hereinafter called "City")

WHEREAS, the construction of The Vineyards Unit 12 and LS 55 improvements must be constructed as herein described in attached Exhibits "A", "B" and "C" and made a part of this Agreement (hereinafter called "Project") or there must be an agreement in place between Developer and the City securing the construction of the required improvements in coordination with the construction related to The Vineyards Unit 12 and LS 55; and

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into the Agreement regarding the construction of approximately 3600 linear feet of sanitary sewer located within the improvements of The Vineyards Unit 12 and LS 55 as shown in attached Exhibits A, B and C; and

WHEREAS, the City and Developer find it to be to their mutual advantage and desire to enter into an agreement concerning the construction of improvements as required by and in accordance with the Amarillo Municipal Code; and

WHEREAS, Developer has revenues available to fund the Project as herein agreed; and

WHEREAS, the City has current revenues available to participate in the cost of the public improvements at The Vineyards Unit 12 and LS 55, shown in attached Exhibits A, B and C, incorporated herein; and

WHEREAS, Texas Local Government Code §212.071, as amended, authorizes the City to participate in \$163,421.54 costs of construction of the public improvements related to the development without compliance with Chapter 252 of the Texas Local Government Code, as amended.

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby agree that the Project shall be developed in accordance with the following provisions and conditions, in addition to other City ordinance requirements and other applicable governmental regulations:

1. Responsibility for Project: Developer will assume all responsibility for the Project management and administration, including but not limited to, construction contract administration, materials testing except as otherwise provided for herein. Developer will provide and pay for all design, plans, labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation, and other facilities and services necessary for the proper completion of the Project in a first-class good and workmanlike manner, and in strict compliance with this Agreement and the project design approved

by the City, using the highest degree of skill and attention normally exhibited by contractors on similar projects in Randall County, Texas.

2. Control of Project: Developer shall have full power over, and exclusive control of, the specific details of the Project and its development, subject only to the general limitations and obligations under this Agreement and applicable local, state and federal statutes and regulations. Nothing contained in this Agreement or in any related document shall be construed as making the City and Developer joint ventures or partners, nor shall Developer be or represent itself to be an employee or agent of the City. Developer acknowledges that the City shall in no way be responsible for the construction of the Project or any portion thereof.

3. City Inspection: City Inspectors will do inspections on the Project during the construction phase. If the City Engineer determines that all work has been completed in conformance with City requirements, then the City Engineer shall give his approval for the work.

4. Affidavit of Payment: After completion and acceptance of all work, Developer must furnish to City an affidavit of all bills paid with respect to the completed work.

5. City's Payment: Developer shall provide written notice to the City that the improvements were constructed in compliance with the contract documents. On satisfaction of the conditions contained herein, and in consideration of the obligations incurred by Developer pursuant to this Agreement, the City agrees to participate in the funding of the Project and reimburse Developer not to exceed an amount of One-Hundred Sixty Three Thousand, Four Hundred Twenty One Dollars and fifty four hundredths (\$163,421.54) of the total contract cost of the Project, which represents less than 30 percent of the costs associated with the Project. City's payment to Developer for its share of the Project will be made within 30 days from receipt of all documentation required herein and acceptance of the Project installation by the City Engineer. In no event will City reimburse Developer for use of Developer staff or equipment.

6. Records: Developer shall maintain detailed and accurate records of all contracts, receipts and expenditures made or incurred in connection with the installation portion of the Project. The records shall be maintained for the term of the Project and for four (4) years following the completion date. As required by Texas Local Government Code § 212.074, Developer's books and other records related to the Project shall be available for inspection upon request by the City.

7. Indemnification/Insurance: **DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS (INCLUDING REASONABLE ATTORNEY'S FEES AND INTEREST), COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS, AS A RESULT OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND**

CONCURRING NEGLIGENCE OR FAULT OF DEVELOPER AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

Developer shall provide insurance coverage in accordance with City's Certificate of Insurance Requirements attached hereto and made a part hereof.

The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. Warranty: In addition to constructing for completion of the public improvements the Developer or the contractor will, following written acceptance of all required public improvements by the City, provide a one-year warranty warranting the materials and workmanship related to the public improvements. This warranty shall be secured by a maintenance bond in the amount of 100% of the actual cost of the public improvements. The Bond will be subject to approval of the City Attorney.

9. Assignment: Developer rights and obligations under this Agreement are neither assignable nor delegable, and Developer covenants not to assign its rights hereunder without the written consent of the City. Any attempted assignment or delegation in violation of this paragraph shall be void.

10. Modification of Agreement: This Agreement may be modified or amended only by the mutual consent of the parties hereto.

11. Complete Agreement: This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the parties respecting such matters.

12. Notification: Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing, email and/or mailed, postage prepaid, registered or certified mail, return receipt requested as follows:

If to Developer

Nielsen Communities
Attn.: Tommy Nielsen
4395 Santa Maria Ct.
Amarillo, Texas 79124
Email: tommy@nielsendev.com

If to City:

Kyle Schniederjan, PE,
Director of Capital Projects and Development Engineering
808 S. Buchanan St.
Amarillo, Texas 79105
Email: kyle.schniederjan@amarillo.gov

13. Severability: Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify, the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

14. Jurisdiction: This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performed in Potter County, Texas.

15. Venue: Venue for any cause of action arising in connection with this Agreement shall be in Potter County, Texas.

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

CITY OF AMARILLO

By: _____
Grayson Path, City Manager

Date: _____

NIELSEN COMMUNITIES

By: Tom Nielsen
Printed name: Tom Nielsen

Title: PRESIDENT

Date: 12/4/24

ATTEST:

By: _____
Stephanie Coggins, City Secretary

Exhibit A

SUBDIVISION IMPROVEMENT AGREEMENT

WHEREAS Chapter 4-6 "Platting and Subdivision Improvements and Maintenance" of the Amarillo Municipal Code provides that prior to City of Amarillo ("City") approval of any final subdivision plat or the issuance of any building permit for property that is located in the subdivision, the Developer is required to construct, or to provide security for the construction of, certain public improvements as provided for in Chapter 4-6, Article III, Division 2 of the Amarillo Municipal Code. The construction of all applicable utilities, streets, ADA ramps, curb and gutter, drainage structures, alleys, streetlights and other required improvements must be constructed or there must be an Agreement in place between the developer and the City securing the construction of the required improvements; and

WHEREAS, **Nielsen Communities**, ("Developer") the developer of a subdivision known as **The Vineyards Unit 12 and LS 55**, proposing improvements described in approved construction documents titled Construction Plans for Paving, Drainage, Water and Sanitary Sewer for **The Vineyards Unit 12 and LS 55**, desires to obtain final approval of the plat and/or the issuance of building permits for said subdivision; and

NOW, THEREFORE, the City, a municipal corporation located in Potter and Randall Counties, Texas, and **Nielsen Communities**, ("Developer") do hereby covenant, contract and agree as follows concerning the proposed subdivision and proposed improvements described in approved construction documents titled Construction Plans for Paving, Drainage, Water and Sanitary Sewer for **The Vineyards Unit 12 and LS 55** which is incorporated herein by this reference:

1. Developer shall construct or secure to be constructed all public improvements,

including, but not limited to all applicable streets, alleys, curbs and gutters, ADA ramps, utilities, and drainage improvements as required by and in accordance with the Amarillo Municipal Code and in accordance with City Specifications for such improvements.

2. Developer shall construct or cause to be constructed such improvements in accordance with the improvement plans and specifications as submitted to and approved by the City Engineer.

3. In the event Developer causes the above-mentioned improvements to be constructed by and through a contractor, such contractor shall obtain all permits and inspections, comply with all bond and insurance requirements, and meet all other requirements of the Amarillo Municipal Code.

4. In addition to the above required subdivision improvements, Developer shall construct or cause to be constructed the following specific additional improvements: None.

5. Developer shall construct the required improvements prior to final City approval of the subdivision plat or Developer shall provide the City with security in accordance with Section 4-6-59 of the Amarillo Municipal Code in one of the following forms:

- Performance Bond
- Trust Agreement
- Irrevocable Letter of Credit
- Cash/Certified Check deposited with the City

The security shall be in an amount of 100% of the cost estimate for the required public improvements as approved by the City Engineer. The document establishing the security is subject

to approval by the City Attorney. As portions of the required public improvements are completed to CITY's satisfaction, DEVELOPER may make application to the City Engineer for a corresponding reduction in the letter of credit or cash deposit in accordance with Section 4-6-59 (d) of the Amarillo Municipal Code.

6. Developer has estimated that the costs of the required improvements for the subdivision are as follows:

- Paving \$564,803.80
- Drainage \$75,685.00
- Water \$329,805.00
- Sewer \$651,751.00

7. In addition to constructing or providing security for completion of the public improvements, the Developer or the contractor will, following written acceptance of all required public improvements by the City, provide a one year warranty warranting the materials and workmanship related to the public improvements. This warranty shall be secured by a maintenance bond in the amount of 100% of the actual cost of the public improvements. The Bond will be subject to approval of the City Attorney.

8. DEVELOPER will pay the CITY for construction surveying, testing and inspections scheduled or conducted on holidays or after the normal working hours of Monday through Friday 8:00 AM to 4:30 PM and will be charged at a rate of one and one half (1½) times the charge out rate.

9. Conditioned upon the execution of this improvement agreement and the actual or secured fulfillment of the obligations of this improvement agreement by the Developer, City shall approve and endorse the final plat of the proposed subdivision.

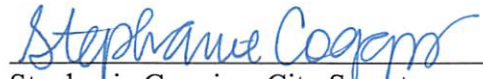
EXECUTED this the 22 day of November, 2024.

CITY OF AMARILLO

BY: 

Grayson Path, City Manager

ATTEST:


Stephanie Coggins, City Secretary

DEVELOPER:

Nielsen Communities

BY: 

Printed name: Tom Nielsen

Title: President

Exhibit B

J Shehan Engineering, P.C.

PO Box 150

Canyon, Texas 79015

Phone No.: 806-557-4090, Ext. 225

E-mail: alawson@jse-ce.com



Invoice

Date	Invoice No.
12/4/2024	21-0052-COA

Bill To

G R Chapman Limited Partnership
George Chapman
2319 Hawthorne
Amarillo, TX 79109

Account No.:	D-03a-21-0052
--------------	---------------

Project:	21-0052 Sewer Extension to Vineyards		
Description	Qty	Rate	Amount
DESIGN OF SEWER			
Senior Licensed Engineer	38.66	276.00	10,670.16
Engineer-In-Training	33.79	187.00	6,318.73
Engineering Tech II	64.14	151.00	9,685.14
CAD Tech I	22.01	104.00	2,289.04
Subtotal			28,963.07
TOPO SURVEYING			
Engineer-In-Training	3.59	187.00	671.33
Field Crew Chief	5.36	177.00	948.72
Engineering Tech II	12.45	151.00	1,879.95
Subtotal			3,500.00
COORDINATION ABOUT COVERAGE AREA - CONNECTION TO LS 55			
Senior Licensed Engineer	2.84	276.00	783.84
Engineer-In-Training	7.74	187.00	1,447.38
Engineering Tech II	1.78	151.00	268.78
Subtotal			2,500.00
We value your trust. Thank you for your business.		Total	

Approved by:

Phone No.: 806-557-4090, Ext. 226

E-mail: jshehan@jse-ce.com

J Shehan Engineering, P.C.

PO Box 150

Canyon, Texas 79015

Phone No.: 806-557-4090, Ext. 225

E-mail: alawson@jse-ce.com



Invoice

Date	Invoice No.
12/4/2024	21-0052-COA

Bill To
G R Chapman Limited Partnership George Chapman 2319 Hawthorne Amarillo, TX 79109

Account No.:	D-03a-21-0052
--------------	---------------

Project:	21-0052 Sewer Extension to Vineyards		
Description	Qty	Rate	Amount
REVIEW AND ADDRESS COA COMMENTS			
Senior Licensed Engineer	4.15	276.00	1,145.40
Engineer-In-Training	4.51	187.00	843.37
Engineering Tech II	1.73	151.00	261.23
Subtotal			2,250.00
		GRC has already paid JSE for these services. Any reimbursement for these fees would be to GRC.	
We value your trust. Thank you for your business.		Total	\$37,213.07

Approved by: 

Phone No.: 806-557-4090, Ext. 226

E-mail: jshehan@jse-ce.com

20' WIDE SEWER EASEMENT

Line #	Direction	Length
L1	S 89°46'08" E	20.00'
L2	S 00°01'00" W	22.43'
L3	S 89°46'08" E	27.13'
L4	S 30°09'43" E	27.13'
L5	S 49°50'31" E	24.37'
L6	S 74°54'51" E	141.37'
L7	S 49°50'31" E	24.37'
L8	S 89°46'08" E	27.13'
L9	S 30°09'43" E	27.13'
L10	S 49°50'31" E	24.37'
L11	S 74°54'51" E	141.37'
L12	S 49°50'31" E	24.37'
L13	S 89°46'08" E	27.13'
L14	S 30°09'43" E	27.13'
L15	S 49°50'31" E	24.37'
L16	S 74°54'51" E	141.37'
L17	S 49°50'31" E	24.37'
L18	S 89°46'08" E	27.13'
L19	S 30°09'43" E	27.13'
L20	S 49°50'31" E	24.37'
L21	S 74°54'51" E	141.37'
L22	S 49°50'31" E	24.37'

0' 50' 150' 250'

SCALE: 1" = 250'

LEGEND:

○ = 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928" (set)

● = 1/2 inch iron rod with a cap stamped "R.P.L.S. 5275" (found)

CM = controlling monument

A 1.75 acre tract of land being a portion of Tract 7A of that certain Spedals Warranty Deed, recorded under Clerk's File No. 1284296 of the Official Public Records of Potter County, Texas, and a portion of a 5.63 acre tract of land, recorded under Clerk's File No. 20220980016315 of the Official Public Records of Potter County, Texas, and a portion of a 154.446 acre tract of land, recorded under Clerk's File No. 20220980016315 of the Official Public Records of Potter County, Texas, all being situated in Section 191, Block 2, A.B. & M. Survey, Potter County, Texas, and said 1.75 acre tract of land being described by metes and bounds as follows:

Commencing at a 1/2 inch iron rod with a cap stamped "R.P.L.S. 5275", found at the southwest corner of said Section 191;

Thence N. 09°05'13" E., 4220.42 feet along the west line of said Section 191 to a point, from whence a 1/2 inch iron rod with a cap stamped "R.P.L.S. 5275", found at the intersection of the west line of said Section 191 with the south right-of-way line of Loop Highway 335 bears N. 09°05'13" E., 1004.66 feet;

Thence S. 89°46'08" E., 171.60 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set at the southeast and BEGINNING CORNER of this tract of land, same being the most southerly southwest corner of a 0.987 acre Permanent Easement, recorded under Clerk's File No. 2022098002292 of the Official Public Records of Potter County, Texas;

Thence S. 89°46'08" E., 20.00 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set at the most northerly northeast corner of this tract of land, same being the most southerly southeast corner of said 0.987 acre tract of land;

Thence S. 00°01'00" W., 22.43 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence S. 89°46'08" E., 27.13 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence S. 30°09'43" E., 27.13 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence S. 49°50'31" E., 24.37 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence S. 74°54'51" E., 141.37 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence S. 49°50'31" E., 24.37 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence S. 89°46'08" E., 27.13 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence S. 30°09'43" E., 27.13 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence S. 49°50'31" E., 24.37 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence S. 74°54'51" E., 141.37 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set at the most easterly northeast corner of this tract of land;

Thence S. 09°12'24" W., 20.00 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set at the most easterly southeast corner of this tract of land;

Thence N. 89°47'36" W., 389.00 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence S. 30°46'04" W., 266.14 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence S. 57°25'54" W., 231.35 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set at the most southerly corner of this tract of land;

Thence N. 43°03'17" W., 336.15 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence N. 50°50'59" W., 200.92 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence N. 74°54'51" W., 141.44 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

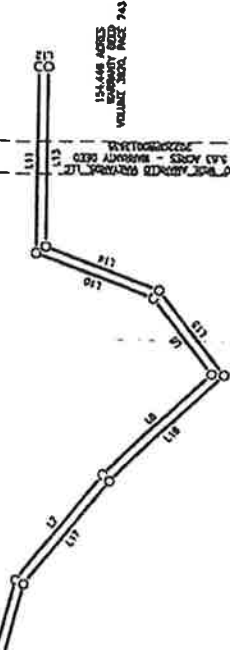
Thence N. 46°55'31" W., 250.30 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence N. 30°09'43" W., 242.08 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set;

Thence N. 89°47'36" W., 379.84 feet to a 1/2 inch iron rod with a cap stamped "R.P.L.S. 4928", set at the most westerly southwest corner of this tract of land;

Thence N. 09°01'05" E., 42.37 feet to the POINT OF BEGINNING.

Bearings contained herein are Grid Bearings relative to NAD 83, Texas North Zone. Survey Date: November 4, 2022

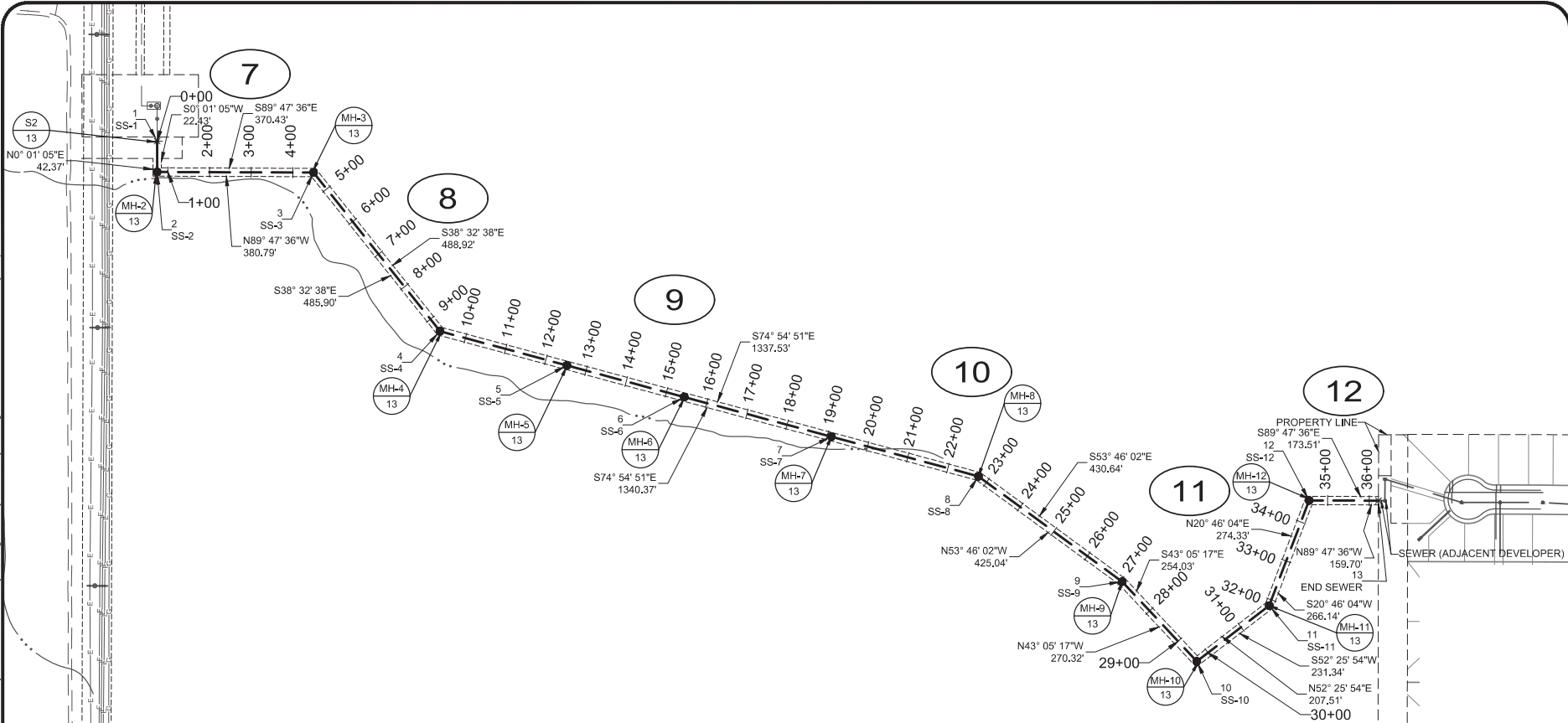


Jeffrey Floyd Reasoner
 Registered Professional Land Surveyor
 Texas Registration No. 4928

20' WIDE SEWER EASEMENT
 OUT OF SECTION 191, BLOCK 2,
 A.B. & M. SURVEY, POTTER COUNTY, TEXAS.
CORNERSTONE LAND SURVEYING
 4109 S.W. 33rd Avenue • Amarillo, Texas 79109
 (806) 352-9193 • info@cornerstonelandsurveying.com • Firm Reg. No. 10009500

Job No. 2022472

Exhibit C



UTILITY NOTES

1. CONSTRUCT SANITARY SEWER LINES IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF AMARILLO STANDARD SPECIFICATIONS AS AMENDED FOR THIS PROJECT.
2. ALL PROPOSED SANITARY SEWER TO BE PVC OR OTHER APPROVED TYPE PIPE, WITH APPROPRIATE THICKNESS FOR REQUIRED DEPTH OF BURY.
3. CAUTION - NOTICE TO CONTRACTOR. CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE/IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
4. INSTALL MANHOLE RIM 2" ABOVE EXISTING GROUND, UNLESS NOTED OTHERWISE.
5. SEE SHEET 13 FOR MANHOLE ANGLES

MANHOLE COORDINATES

COORDINATE POINT TABLE

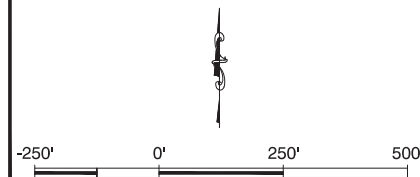
POINT #	NORTHING	EASTING	DESCRIPTION
1	3740570.72	546957.62	SS-1
2	3740496.73	546957.61	SS-2
3	3740495.37	547333.20	SS-3
4	3740114.16	547636.91	SS-4
5	3740032.01	547941.65	SS-5
6	3739956.07	548223.40	SS-6
7	3739860.87	548576.56	SS-7

COORDINATE POINT TABLE

POINT #	NORTHING	EASTING	DESCRIPTION
8	3739765.67	548929.72	SS-8
9	3739512.79	549274.83	SS-9
10	3739321.32	549453.93	SS-10
11	3739455.11	549627.85	SS-11
12	3739707.79	549723.67	SS-12
13	3739707.18	549890.27	END SEWER

LEGEND

- PROPOSED SEWER
- - - EXISTING SEWER
- PROPOSED SEWER MANHOLE
- EXISTING MANHOLE
- EXISTING SWALE



SCALE : 1" = 250'

Joseph W. Shehan



09/26/2024

NO.	REVISIONS	DATE	BY

SEWER EXTENSION LIFT STATION 55 TO VINEYARDS

SANITARY SEWER LAYOUT

PLAN

J SHEHAN
ENGINEERING P.C.
Texas Board of Professional Engineers
Form Registration # 001343
P.O. Box 150
J Shehan
Gentry, TX 79013



DATE: 09/26/2024	SHEET: 5 OF 15	SCALE: 1"=250'	JOB NO: 21-0052	DRAWN BY: CLJ
------------------	----------------	----------------	-----------------	---------------



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Infrastructure
Public Safety

Department: Capital Projects Development and Engineering

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

Agenda Caption: CONSIDER AWARD - PROFESSIONAL SERVICES AGREEMENT FOR PRELIMINARY ENGINEERING REPORT FOR OSAGE STREET FROM 34TH to 58TH STREET

This item considers the award of a professional services agreement for engineering services to produce a preliminary engineering report for Osage Street, from 34th Street to 58th Street, in the City of Amarillo.

Award to: Kimley-Horn and Associates, Inc.

Amount: \$309,300.00

Funding Source: Bond proceeds

Is the item budgeted? Yes

Agenda Item Summary: The City of Amarillo is pursuing engineering services to produce a preliminary engineering report (PER) for Osage Street, from 34th Street to 58th Street in the City of Amarillo. The intent of the project is to perform preliminary design services, determine the limits of pavement reconstruction required, evaluate existing infrastructure in the corridor, and perform a preliminary drainage study. Services included in the scope consist of: Data collection, Design Survey, Geotech, Preliminary Roadway Design, and Preliminary Drainage Study.

Requested Action: Award a Professional Services Contract to Kimley-Horn in the amount of \$309,300 for execution by the City Manager.

Funding Summary: Funding for this job was set aside in the 23/24 CIP.

Purchasing Summary: Acquired through the RFQ Process.

Community Engagement Summary: Multiple infrastructure projects have taken place in the Osage corridor in the last decade. These projects have contributed to the current conditions on Osage Street and this project will be a capstone to the infrastructure work on this corridor.

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

Attachments: 1. Bid Evaluation and Recommendation Packet

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and Kimley-Horn ("ENGINEER"). OWNER hereby engages ENGINEER to perform the following professional services on certain properties located in Potter County.

OWNER hereby engages ENGINEER to perform the following professional engineering services for the Osage Street Reconstruction from 34th Ave. to 58th Ave. ("Project").

The Scope of Work is more particularly set forth in the Exhibit "A" to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibit "A" and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to accept as payment for the Project fees for the Design Phase, Bidding Phase and Construction Contract Administration Phase as shown in the attached Exhibit "B" to this Agreement and by this reference made a part of the Agreement.

II.

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

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER'S representative for purposes of this Agreement shall be Jackson Zaharia, City Engineer or his designee. ENGINEER will begin work on the Project within 5 days after receipt of written notification to proceed from OWNER and shall complete the Project as detailed in Exhibit "A".

IV.

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

V.

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

VI.

ENGINEER agrees that OWNER or its duly authorized representatives will, until the expiration of 4 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

In the event OWNER finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given 10 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 10 days ENGINEER has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XV.

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

XVI.

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

Kimley-Horn
Attention: Travis Windham, P.E.
4411 98th Street, Suite 300
Lubbock, Texas 79424
Telephone: (806) 395 4899
Email: Travis.Windham@kimley-horn.com

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

Attention: Jackson Zaharia
P.O. Box 1971
Amarillo, Texas 79105-1971
Telephone: (806) 378-9334
Fax: (806) 378-9363
E-Mail: jackson.zaharia@amarillo.gov

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

XXIII.

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

XXIV.

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

XXV.

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

XXVI.

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

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

ATTEST:

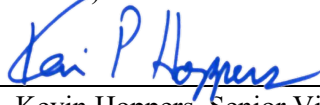
CITY OF AMARILLO
(OWNER)

Stephanie Coggins, City Secretary

By: _____
Grayson Path, City Manager

Date: _____

Kimley-Horn and Associates, Inc.
(ENGINEER)

By:  _____
Kevin Hoppers, Senior Vice President

Date: 12/3/2024

Exhibit A

Engineering Scope of Services **Osage Street – 34th to 58th Street** **Preliminary Engineering Report (PER)** City of Amarillo

PROJECT UNDERSTANDING

The ENGINEER will provide engineering services as outlined below for the preliminary engineering report (PER) for Osage Street, from 34th Street to 58th Street in the City of Amarillo. The intent of the project is to perform preliminary design services determine the limits of pavement reconstruction required, evaluate existing ADA infrastructure, and perform a preliminary drainage study. Services included in this scope consist of: Data Collection, Design Survey, Geotech, Preliminary Roadway Design, and Preliminary Drainage Study.

It is understood by the ENGINEER and OWNER that there will be a future amendment executed to provide design services for the tasks noted in the PER.

RESPONSIBILITIES OF THE CITY

In conjunction with and for the completion of the professional services detailed below, the OWNER agrees to complete the following tasks:

- Attend a Project kickoff meeting and assist in developing the project stakeholders list.
- Attend project coordination meetings.
- Provide As-Built plans and design files for previous projects within the proposed project limits and adjacent to the project.
- Provide timely reviews and comments on interim and milestone submittals in order for the consultant team to maintain agreed upon schedules.

SCOPE OF SERVICES

The ENGINEER will provide the services specifically set forth below.

TASK 1 – PROJECT MANAGEMENT

1. Schedule and attend one (1) in-person project kickoff meeting with the OWNER.
 - a. The ENGINEER will provide the agenda and meeting notes to be distributed to the OWNER and Consultant Team.

2. Coordinate with subconsultants
3. Prepare project correspondence
4. Prepare and submit monthly progress reports and invoice documents. This scope assumes six (6) months.
5. Prepare and maintain project schedule.

TASK 2 – DATA COLLECTION

1. The ENGINEER shall collect, review, and evaluate data described below. The ENGINEER shall notify the OWNER in writing whenever the ENGINEER finds disagreement with the information or documents:
 - a. Data from OWNER including, but not limited to, “as-built plans,” right-of-way maps, subsurface utility engineering (SUE) mapping; previous corridor studies, reports, and plans conducted by other agencies and groups; aerial and LiDAR information; existing storm drain facilities/record drawings; existing hydraulics models; environmental documents; existing channel and drainage easement data; existing traffic counts; accident data; current unit bid price information
 - b. Utility plans and documents from appropriate municipalities and utility companies.

TASK 3 – DESIGN SURVEY

1. Data Collection and Property Research
 - a. Gather existing right-of-way, easement, plat, and property information along Osage Street from 100-ft north of the northern 34th Street curb returns to the southern radius limits of 58th Street.
 - b. Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing field survey.
2. The limits of survey along Osage Street will be from 100-ft north of the northern 34th Street curb returns to the southern radius limits of the 58th Street intersection. The survey will encompass the entire 34th Street intersection.
 - a. The survey will be limited to within the existing right-of-way. No right of entry (ROE) documentation for survey outside of existing right-of-way is included in this scope.
 - b. Survey along cross-streets will be limited to 50-ft past the Osage Street edge of pavement.
3. Establish a minimum of six (6) control points and benchmarks outside of construction limits. Coordinates will be established by GPS methodology and based on the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 (NA2011), North Zone (4201). Elevations will be established by a closed level loop and based on the North American Vertical Datum of 1988 (NAVD88) using Geoid 18.

4. Perform a field survey to identify and locate existing topographic elements with the roadway corridor consisting of the following:
 - a. Evidence of property boundary locations adjacent to the corridor
 - b. Collect topographic data every 50-ft with the existing ROW, including shots at the roadway centerline and gutter flow lines, within the project limits
 - c. Existing pavement, curbs, sidewalks, barrier free ramps
 - d. Roadway and lane striping along Osage Street
 - e. Driveways and alleys – including material
 - f. Existing culver sizes, invert elevations, and cross-sections approaching culvert crossings and headwalls/wingwalls
 - g. Existing curb inlets and invert elevations
 - h. Visible utilities consisting of: manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities
 - i. Signs (excluding temporary signs)
 - j. Fence/wall limits and material types (excluding temporary fences)
 - k. Other physical features that could impact design
5. Prepare a final topographic drawing in Open Roads software (including contours and break lines) showing the features located in the field and an ASCII coordinate file.

TASK 4 – GEOTECHNICAL INVESTIGATION

1. Roadway Bores
 - a. The ENGINEER and subconsultant shall work to determine the location of fifty (50) roadway bores to determine the existing pavement section and subsurface soil conditions. The locations will be selected by the ENGINEER and subconsultant, in coordination with the OWNER, and will be submitted to OWNER for approval prior to any commencing of work.
 - b. Soil samples will be identified according to test boring number and depth, and a representative portion of each sample will be sealed in a plastic bag to protect against moisture lost
2. Laboratory Services
 - a. Samples will be transported to the Geotechnical Subconsultant's laboratory where they will be examined and visually classified by a Geotechnical Engineer using AASHTO and Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. To aid in classification of the soils and determination of their selected engineering characteristics, a testing program will be conducted on selected samples in general accordance with the following standards:

Laboratory Test	Test Standard
Moisture Content	ASTM D 2216
Atterberg Limits	ASTM D 4318
Percent Passing No. 200 Sieve	ASTM D 1140
California Bearing Ratio (CBR)	ASTM D 1883

3. Engineering Services

- a. Laboratory test results will be used to classify the soils according to the AASHTO and USCS. Geotechnical Subconsultant will perform CBR's on selected samples to aid in the determination of the modulus of subgrade reaction or k-value used in rigid pavement design and the subgrade resilient modulus used on flexible pavement design.
 - b. Pavement Design: Geotechnical Subconsultant will analyze the results of the field exploration to provide pavement structure recommendations along with construction guidelines based on the results from the field and laboratory testing and provided traffic data. The Geotechnical Subconsultant will prepare two (2) pavement design options based on existing soil conditions and ESAL values to provide the desired design life. The geotechnical subconsultant shall prepare one (1) asphalt pavement design and one (1) concrete pavement design.
 - c. Pavement Design Report: Geotechnical Subconsultant will prepare a pavement design report specific to the corridor in this project. This manual will provide the design parameters and methodology used to develop the pavement design options discussed above. The report will include recommendations for treating subgrade areas identified with high moisture content in the subgrade.
 - d. Report will also include the expected pavement design life and a cost-benefit analysis, comparing the initial costs and long-term maintenance costs over the expected pavement design life of each pavement design.
 - e. ENGINEER and Geotechnical Subconsultant will attend one (1) in-person or virtual meeting with the OWNER to explain the results of the design and the contents of the report.
4. Geotech subconsultant will prepare and submit a City of Amarillo *Public Right-of-Way Construction Permit*, provide and conduct traffic control during the drilling operations, and notify the OWNER 48 hours prior to performing the field work.
 5. Geotech Subconsultant will notify Texas811 and the City of Amarillo Line Locator service, to locate utilities within corridor prior to taking samples.
 - a. If underground utilities are known to exist with the site, notify the Geotechnical Subconsultant so that existing lines can be avoided.

- b. Geotech Subconsultant and ENGINEER cannot be responsible for damage to unmarked and/or unlocated utilities for which they are unaware or that are improperly located.

TASK 5 – PRELIMINARY ENGINEERING REPORT (PER)

The ENGINEER will develop a PER for Osage Street within the project limits. The PER will consist of:

1. ADA Accessibility and Connectivity Recommendations
 - a. The ENGINEER will evaluate the existing ADA facilities located within the project limits. The facilities will be evaluated based on the Americans with Disabilities Act of 1990 (ADA) guidelines.
 - b. The ENGINEER will conduct one (1) site visit to evaluate existing ADA facilities in the corridor. The site visit will document existing sidewalks, curb ramps, and pedestrian signals.
 - c. The ENGINEER will recommend ADA facility improvements that will adhere to FHWA requirements set forth in the ADA.
 - d. The ENGINEER will provide recommended locations for ADA improvements and any required proposed ramp locations. The ENGINEER will also identify gaps in sidewalk connectivity and locations of any non-compliant sidewalk identified in the site visit.
2. Roadway Improvement Recommendations
 - a. The ENGINEER will recommend limits of pavement reconstruction based on geotechnical findings, site visit observations, and coordination with the OWNER.
 - i. Limits of reconstruction along side streets will be constrained to the curb return limits.
 - b. The ENGINEER will utilize the topographic survey to evaluate the existing Osage roadway profile. The ENGINEER will evaluate and identify any areas (if any) that the profile can be adjusted to aid in drainage conveyance. Any recommended adjustments will be minimal in nature as to not go outside of the intended project scope.
 - c. The ENGINEER will evaluate the condition of existing curb and gutter while on site and identify any areas of replacement. This work will take place concurrently with the ADA evaluation site visit.
3. Preliminary Hydraulic Study
 - a. The ENGINEER will provide the following services:
 - i. One (1) site visit to analyze the condition of the existing drainage infrastructure in the corridor. This site visit will be conducted concurrently with the ADA evaluation site visit.
 - ii. Utilize record drawings, topographic survey, available lidar data, and field observations in the preparation of drainage areas.
 - iii. Develop existing drainage areas and associated hydrologic flows.

- iv. Model the existing storm drain infrastructure with calculated hydrologic flows.
- v. Recommendations on replacement of existing storm drain infrastructure based on field observations and preliminary hydraulic calculations.
- vi. Reference the City of Amarillo drainage master plan to incorporate any drainage needs identified in the master plan.

4. Preliminary Roll Plot

- a. The ENGINEER will provide a preliminary roll plot. It is understood between the ENGINEER and OWNER that the roll plot will serve as a 30% deliverable that will be used for PS&E plans in a later amendment. The roll plot will depict the following:
 - i. One (1) existing and one (1) proposed typical section detailing the proposed pavement section
 - ii. Plan view identifying the following:
 - 1. Locations of recommended locations of ADA curb ramp remediation
 - 2. Locations of recommended additional ADA curb ramps, proposed sidewalk, and pedestrian signal infrastructure updates (if any)
 - 3. Limits of recommended pavement reconstruction
 - 4. Recommended drainage adjustments (if any)
 - 5. Recommended locations of curb and gutter replacement
 - 6. Proposed pavement markings
 - iii. Profile view depicting the following:
 - 1. Existing ground profile at roadway centerline
 - 2. Proposed roadway centerline profile

5. Opinion of Probable Construction Cost (OPCC)

- a. The ENGINEER will develop a preliminary OPCC for the proposed items identified in the PER.
 - i. Because the ENGINEER does not control the cost of labor, materials, equipment of services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgement as an experienced and qualified professional, familiar with the industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

6. Deliverables

- a. The ENGINEER will submit the following deliverables:
 - i. Osage Corridor PER
 - ii. Preliminary roll plot

iii. OPCC

7. Meetings

- a. The ENGINEER will prepare for and attend one (1) in-person review meeting with the OWNER to review the deliverables.
 - i. The ENGINEER will address one (1) round of review comments from the review meeting.

ADDITIONAL SERVICES, IF REQUIRED:

Requests for Additional Services shall be in writing from the OWNER to the ENGINEER. Prior to commencing with work on Additional Services, the scope of additional work and associated compensation shall be agreed upon by the OWNER and the ENGINEER.

1. Subsurface Utility Engineering (SUE)

- a. The scope of SUE services to be performed by the ENGINEER consists of Quality Level “A” and “B” SUE. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water, and sanitary
 - i. Osage Street: Perform QL “B” designating along Osage Street from 100-ft north of the 34th Street intersection curb returns to the southern pavement radii at the 58th Street intersection
 - ii. Up to ten (10) QL “A” test holes will be included in the budget. Test hole locations will be determined by the ENGINEER and subcontractor once the QL “B” SUE deliverable has been reviewed. Subcontractor will have all designating marks and test holes surveyed using project control point data provided by the ENGINEER.
 - iii. The subconsultant will include survey of QL B markings in the proposal or coordinate with the project surveyor independent of this contract.

2. FDR Analysis

3. FDR Design

4. Schematic Design

5. Plans, Specifications, and Estimate (PS&E) (30% - 100%)

6. Roadway design

7. Drainage Design

8. 3D Corridor modeling

9. Design cross-sections from 3D model

10. Traffic control plan, detours, and sequence of construction

11. Traffic counts or traffic projections

12. Traffic intersection analysis
13. Signal warrants or signal timing
14. Signal design
15. Existing water or sanitary sewer relocations
16. Landscape or irrigation design
17. Franchise utility coordination
18. Bid phase services or construction contract administration
19. Construction Phase RPR services
20. Public involvement
21. Right-of-Way Acquisition
22. Condemnation services
23. Assist the City as an expert witness in litigation about the project or in hearings before approving and regulatory agencies
24. Redesign to reflect project scope changes requested by the OWNER, required to address changed conditions or change in direction previously approved by the OWNER, mandated by changing government laws, or necessitated by the OWNER'S acceptance of substitutions proposed by contractor.
25. Any service not specifically listed in the scope of services.

**EXHIBIT B
COMPENSATION
Osage Street – 34th to 58th Street
Preliminary Engineering Report (PER)
CITY OF AMARILLO**

Compensation

I. Professional Engineering Services (Lump Sum)

For the tasks listed below, Professional Engineering Services included in EXHIBIT “A” of this agreement, the City agrees to pay the ENGINEER on a lump sum basis.

Tasks below will be invoiced monthly based on the percent completion of the tasks. The total contract amount of **\$309,300** will not be exceeded without a modification to this agreement; however, any individual task may be exceeded as long as the PROJECT total is not exceeded. The lump sum fee is shown below:

Task	Description	Kimley-Horn	Atlas	Open Range	Total
1	Project Management	\$ 22,100			\$ 22,100
2	Data Collection	\$ 10,500			\$ 10,500
3	Design Survey	\$ 33,600		\$ 63,100	\$ 96,700
4	Geotech	\$ 10,000	\$ 79,400		\$ 89,400
5	Preliminary Engineering Report (PER)	\$ 90,600			\$ 90,600
Total		\$ 166,800	\$ 79,400	\$ 63,100	\$ 309,300



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C, No):		
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601		KIMLASS		INSURER(S) AFFORDING COVERAGE		NAIC #
				INSURER A : National Union Fire Ins Co of Pittsburg		19445
				INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
				INSURER C : New Hampshire Insurance Company		23841
				INSURER D : Lloyd's of London		85202
				INSURER E :		
INSURER F :						

COVERAGES

CERTIFICATE NUMBER: 198241755

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: For all projects with the City of Amarillo. City of Amarillo is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER**CANCELLATION**

City of Amarillo P.O. Box 1971 Amarillo TX 79105-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Infrastructure
Public Safety

Department: Capital Projects Development and Engineering

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

Agenda Caption: CONSIDER APPROVAL - CHANGE ORDER NO. 1 TO CONSTRUCTION CONTRACT FOR FY23/24 STREET MAINTENANCE PROJECT

This item considers approval of Change Order No. 1 to the construction contract for the FY 23/24 Street Maintenance Project to extend the contract date in order to allow the contractor to finish the Eastridge residential area during a typical paving season when weather conditions are more favorable, and to revise quantities for items already completed.

Award to: Intermountain Slurry Seal Inc.

Original Award:	\$7,603,297.30
Change Order No. 1:	<u>(7,714.10)</u>
Total Revised Award:	\$7,595,583.20

Funding Source: Bond proceeds

Is the item budgeted? Yes

Agenda Item Summary: The purpose of this change order is to extend the contract date to allow the contractor to finish the Eastridge residential area during a typical paving season when weather conditions are more favorable. Also, this includes the revised quantities for items already completed.

Requested Action: Consider approval of Change Order No.1 to the contract with Intermountain Slurry Seal Inc. in the amount of \$(7,714.10)

Funding Summary: This item is funded through street bonds identified in the FY 23/24 annual budget.

Purchasing Summary: This Change Order was negotiated and approved by the Contractor.

Community Engagement Summary: City staff, the City's consultant, and the contractor will coordinate with individual businesses and property owners adjacent to the project. Staff will update the public with press releases, public announcements, mailers, one-on-one & public meetings, and a web-based project status page throughout the project.

Staff Recommendation: The city staff are recommending approval of the Change Order

Attachments: 1. 462224 Change Order 1 Packet

CHANGE ORDER NO. 1
CITY OF AMARILLO
CAPITAL PROJECTS & DEVELOPMENT ENGINEERING

JOB NO. 462224 FY 23/24 STREET MAINTENANCE
FY 23/24 COMMUNITY INVESTMENT PROGRAM
BID NO. 7860

DATE: 11/18/2024

CONTRACTOR: Intermountain Slurry Seal, Inc.

DESCRIPTION OF CHANGE

The purpose of this change order is to change to extend the contract date to allow the contractor to finish the Eastridge residential area during typical paving season when weather conditions are more favorable. Also, this includes the revised quantities for items already completed.

ITEM NO.	DESCRIPTION	ORIGINAL ESTIMATE QUAN.	PREVIOUS C.O. QUAN.	REVISED ESTIMATE QUAN.	NET CHANGE IN QUAN.	UNIT MEASURE	UNIT PRICE	NET CHANGE IN DOLLARS
1	Concrete Curb and Gutter removal with saw cuts where necessary, (COA 4.02) complete @	63	-	9.0	(54) L.F.	\$	25.00	(1,350.00)
2	Concrete Slab removal including walks, drives, valleys, etc. and saw cuts where necessary, (COA 4.02) complete @	822	-	919.8	(2) S.F.	\$	13.00	(28.60)
3	Six inch (6") 3000 psi Concrete curb and gutter, as detailed on plans, (COA 4.09) complete as specified @	63	-	9.0	(54) L.F.	\$	50.00	(2,700.00)
4	Eight inch (8") concrete flatwork (alley aprons, commercial driveways, valleys, and spandrels) reinforced with #4 reinforcing bars on 12" centers both ways, including all necessary earthwork and subgrade preparation, (COA 4.08) installed complete @	922	-	919.8	(2) S.F.	\$	33.00	(72.60)
5	Remove and replace existing asphaltic concrete pavement, base course and subgrade adjacent to concrete flatwork and curb and gutter as noted on plans as necessary, including saw cuts, installed per COA Paving Tie (Typ) detail (COA 4.02, 4.07 and 4.17) complete as specified @	58	-	48	(10) S.Y.	\$	350.00	(3,500.00)
6	Street Repair, including saw cuts, compaction, tack coat, remove and replace hot-mix asphaltic concrete (HMAC) and flex base, installed per COA Street Repair detail (COA 4.02, 4.07, and 4.17) complete as specified @	759	-	106.7	(652) S.Y.	\$	350.00	(228,305.00)
7	Asphalt Repair, including saw cuts, compaction, tack coat, remove and replace hot-mix asphaltic concrete (HMAC) of varying thickness, installed per COA Street Repair detail (COA 4.02, 4.07 and 4.17) complete as specified @	4,349	-	5,085.6	737 S.Y.	\$	145.00	106,807.00
31	Furnish, haul, prepare and place Arterial Microsurfacing system, (COA 4.22) complete @	36,913	-	36,547	(366) S.Y.	\$	3.75	(1,372.50)
33	Furnish, haul, prepare and place Cape Seal system, (COA 4.22) & (TxDOT 3005) complete @	325,888	-	335,888	10,000 S.Y.	\$	9.85	99,500.00
34	Water Valve Box Adjustment, installed complete as specified @	7	-	1	(6) Each	\$	750.00	(4,500.00)
36	Tree Trimming (TxDOT Item 752) complete @	191	-	203	12 Each	\$	225.00	2,700.00
CO1-1	Mobalization for Work of 2025	-	-	1	1 Each	\$	25,000.00	25,000.00
NET THIS CHANGE ORDER							\$	(7,821.70)
PREVIOUS CHANGE ORDERS							\$	0.00
TOTAL OF CHANGE ORDERS							\$	(7,821.70)
ORIGINAL CONTRACT TOTAL							\$	7,603,297.30
REVISED CONTRACT TOTAL							\$	7,595,475.60

Percent changed -0.10%

REVISED CONTRACT COMPLETION DATE

1-Jul-24

APPROVED:

Landon Moore

Contractor

By

Purchasing Agent/ City Manager

RECOMMENDED:

Soth. Ransom
Project Engineer/Project Manager

Jonathan Zabala
City Engineer

[Signature]
Director of Capital Projects & Development Engineering

cc: Departmental
Accounting
Contractor
Project Representative
Administrative Assistant III & IV



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Business Friendly Community
Infrastructure

Department: Capital Projects Development and Engineering

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

Agenda Caption: CONSIDER APPROVAL - CHANGE ORDER NO. 3 FOR THE AMARILLO NORTHEAST SANITARY SEWER INTERCEPTOR

This item is to consider approval of Change Order No. 3 which includes the relocation and replacement of unknown franchise and private utilities that were not anticipated.

Award to: S.J. Louis Construction of Texas, LTD

Original Award:	\$71,266,760.15
Previous Change Orders:	1,406,065.95
Current Change Order No. 3:	189,701.70
Total Contract Award:	\$72,862,527.80

Funding Source: Water and sewer operating revenues and water and sewer bond revenues

Is the item budgeted? Yes

Agenda Item Summary: This change order includes the relocation of an existing Xcel power pole and service meter for Optimum (Suddenlink), the rerouting of two existing 1” private gas service lines on the Neusch Trust Property, the replacement of two existing 1” private gas service lines on the Kalka Property, and auger boring approximately 40 linear feet, across and under two previously unidentified gas lines, to install an 18” sanitary sewer line, North of the existing Imhoff Tank. The conflicts identified were unknown by the City and its contractor at the time of bidding and executing this change order allows the contractor to continue progress on the project. City staff is coordinating with third parties and seeking possible mechanisms for City reimbursement of some or all of these expenses. An additional 42 calendar days are proposed to be added to the contract time.

Requested Action: Consider approval of Change Order No. 3.

Funding Summary: Funding for this change order is provided in project budget number 530042. The revised contract amount is secured by the combination of Utilities' capital projects cash funds for FY 23/24, water & sewer revenue bonds, and bond interest earnings.

Purchasing Summary: This change order was negotiated with the contractor in accordance with the contract conditions.

Community Engagement Summary: This project will have a minimal impact on the community. City staff, the City's consultant, and the contractor will continue to coordinate with individual businesses and property owners directly impacted and/or adjacent to the project.

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

Attachments:

1. 530042 NEI - Change Order 3
2. Bid Tabulation (7683)

CHANGE ORDER
CITY OF AMARILLO
CAPITAL PROJECTS & DEVELOPMENT

JOB NO. 530042.17400.2040

DATE: 11/19/24

CONTRACTOR: SJ Louis Construction of Texas, Ltd.

CHANGE ORDER NO. 03

DESCRIPTION OF CHANGE

Change Order (CO) CO #3-1 consists of relocating an existing Xcel power pole and service meter for Optimum (Suddenlink). This existing power pole and meter were deemed unnecessary in design based on the understanding this equipment was serving the to be abandon Lift Station No. 26. Optimum (Suddenlink) has informed the City, once construction had commenced, that this infrastructure is critical and must remain in service at all times. Relocation of the proposed sanitary sewer line is not an option due to the required connections to existing sewer infrastructure at this location. With the approval of CO #3-1, the power pole and service meter will allow for the entity being serviced to remain in service and will prevent any future relocation of the power pole and service meter as may be needed for maintenance on the Northeast Interceptor using conventional methods. See Appendix A for supporting documentation.

CO #3-2 involves rerouting two existing 1" private gas service lines on the Neusch Trust Property and replacing two existing 1" private gas service lines on the Kalka Property, as detailed in the supporting documentation. These private lines connect directly to a 20" ONEOK gas main and interfere with the Northeast Interceptor alignment at three locations. The property owners did not identify these services until construction began. Since these are privately owned services, the responsibility for their operation and maintenance rests solely with the individual property owners, not ONEOK. Each owner has identified that these gas services are essential for powering most of their home appliances.

The reroute on the Neusch Trust Property will include approximately 500 LF of two new 1" gas service lines, redirected to cross near the completed tunnel south of Bertrand Rd. On the Kalka Property, the two existing 1" gas service lines will be replaced with approximately 312 LF of temporary gas service line across the open trench while the pipe is installed and backfill is completed. After the installation and backfill of the Northeast Interceptor pipe are finished, the temporary gas lines will be replaced with 1" permanent gas service lines and will be reconnected to the gas main. For further details, refer to Appendix B.

CO #3-3 consists of auger boring approximately 40 LF across two (2) previously unlocated gas lines to install an 18" sanitary sewer line, south of the existing Imhoff Tank. The 18" sanitary sewer line will carry all flow previously going to the Imhoff Tank to the Northeast Interceptor, then to the River Road Wastewater Treatment Plant, removing the Imhoff Tank from service, which is a critical component of the Northeast Interceptor project. The existing two (2) gas lines were not identified in the Atmos record drawings provided during design nor through a SUE level B locate as was included in the project scope of this section of the project. The presence of the lines was only confirmed once the Contractor began excavation in the area. To avoid any potential for hitting the gas lines with construction equipment, it is proposed that the 18" sanitary sewer line be installed via auger boring using a 24" casing pipe. See Appendix C for supporting documentation.

The total costs associated with Change Order No. 3 equates to approximately 0.27% of the original contract total and 0.26% of the amended contract total. These costs are summarized in the table on the next page.

ITEM NO.	DESCRIPTION	ORIGINAL ESTIMATE QUAN.	REVISED ESTIMATE QUAN.	NET CHANGE IN QUAN.	UNIT MEASURE	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	ORIGINAL ITEM COST	NET CHANGE IN DOLLARS
CO #3-1	POWER POLE AND METER CONFLICT AT LS 26	0	1	1	LS	\$0.00	\$13,015.09	\$0.00	+\$13,015.09
CO #3-2	PRIVATE GAS LINE CONFLICTS	0	1	1	LS	\$0.00	\$104,743.61	\$0.00	+\$104,743.61
CO #3-3	IMHOFF GAS LINE CONFLICTS	0	1	1	LS	\$0.00	\$71,943.00	\$0.00	+\$71,943.00

NET THIS CHANGE ORDER \$ 189,701.70

PREVIOUS CHANGE ORDERS \$ 1,406,065.95

TOTAL OF CHANGE ORDERS \$ 1,595,767.65

ORIGINAL CONTRACT TOTAL \$ 71,266,760.15

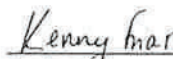
REVISED CONTRACT TOTAL \$ 72,862,527.80

REVISED CONTRACT TIME IN WORKING DAYS: 593 (an additional 42 calendars is requested)

APPROVED:

RECOMMENDED:

 12/3/24
Contractor Date

 12/2/2024
Engineer Date

By _____ Date

 12-3-24
City Engineer Date

City Manager _____ Date

cc: Departmental
Accounting Contractor
Project Representative
Public Works Project Coord.

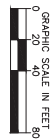
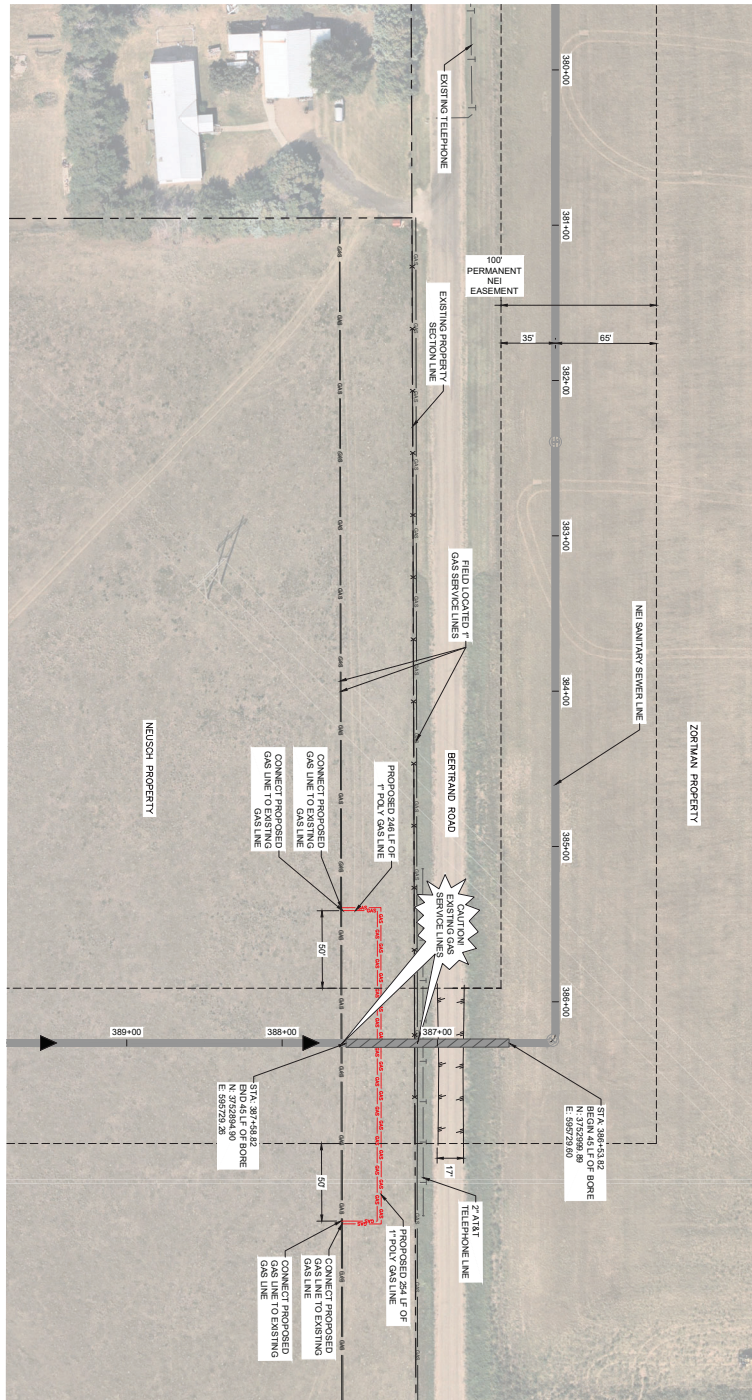
APPENDIX A

CO#3-1



APPENDIX B

CO#3-2



NOTES:
1. 500 LF TOTAL OF PROPOSED 1" POLY GAS LINE

EX 1	DATE: AUGUST 2024
	DESIGN: DRA
	DRAWN: WBS
	CHECKED: KAF
KHA NO.: 061210017	

**NORTHEAST INTERCEPTOR
GAS SERVICE LINE
PROPOSED REROUTE**

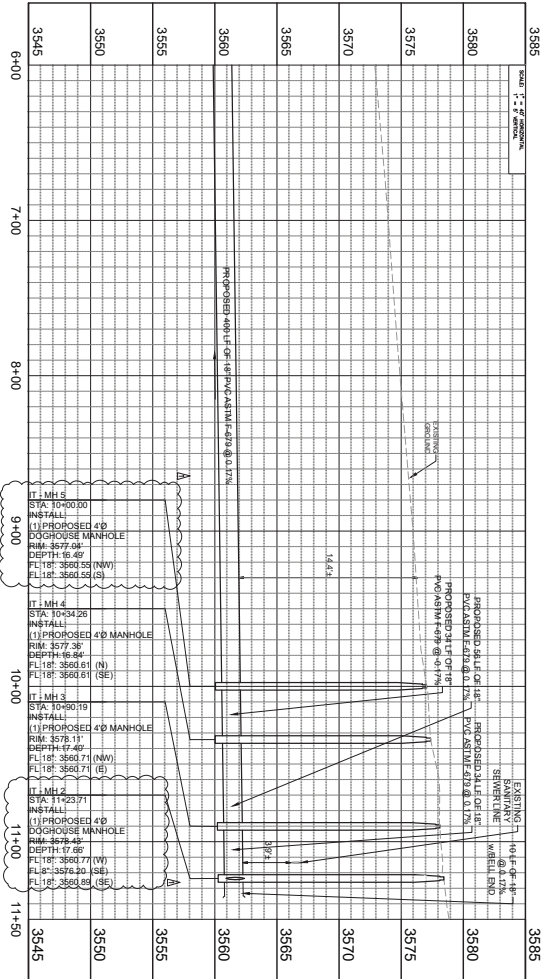
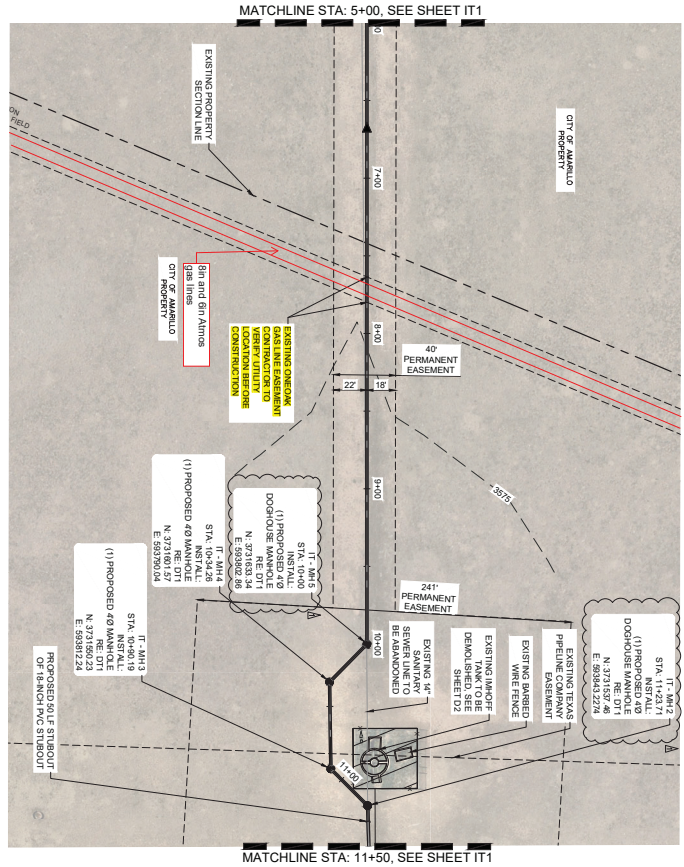
**CITY OF
AMARILLO, TEXAS
NORTHEAST
INTERCEPTOR**



Revision		By	Date
No.	Revision		

APPENDIX C

CO#3-3



IT2

DATE: JULY 2023
DESIGN: DRA
DRAWN: WBS
CHECKED: KAF
KHA NO.: 061210017

STA.6+00 TO STA.
11+50

CITY OF
AMARILLO, TEXAS
NORTHEAST
INTERCEPTOR



Kimley»Horn		By	Date
No.	Revision		
1	UPDATED MANHOLE TYPES.		8/20/23

To be awarded as one lot		Harper Bros Construction	S.J. Louis Const. of Texas
Line 1WWC Northeast Interceptor Construction, Parts, & Sewer			
1 ea			
Unit Price	\$84,483,281.000		\$71,266,760.15
Extended Price		84,483,281.00	71,266,760.15
Line 2 Change Order #2			
1 ea			
Unit Price			\$ 1,406,065.95
Extended Price			1,406,065.95
Bid Total		84,483,281.00	72,672,826.10
Original Contract Amount			
			\$ 71,266,760.15
Change Order #1			
			\$0.00
Change Order #2			
		S.J. Louis	\$1,406,065.95
Change Order #3			
		S.J. Lewis	\$189,701.70
Total Revised Amount			
			\$72,862,527.80
Award by Vendor			
City	Houston, TX	San Antonio, TX	



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Infrastructure
Department: Facilities
Contact Person: Jerry Danforth, Director of Facilities

Agenda Caption: CONSIDER AWARD - NORTH BRANCH LIBRARY ROOF REPAIR CONTRACT

This item considers the award of a contract to repair the built-up gravel roof at the North Branch Library.

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

Amount: \$143,872.00

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This contract is to repair the built up gravel roof at the North Branch Library located at 1504 NE 24th Ave in Amarillo, TX 79107. The existing roof is currently in need of repair as it consistently leaks throughout when it rains or snows.

Requested Action: Staff requests approval of the contract with Panhandle Steel Buildings, INC

Funding Summary: This project will be funded through Facilities E & I.

Purchasing Summary: This is being purchased through a cooperative agreement contract with Panhandle Steel Building, INC (Buy Board 728-24).

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends award of the contract.

Attachments: 1. TB25-8034

Line Number			Quantity
1	914 73	Roofing	1.00

NORTH BRANCH LIBRARY - PANHANDLE STEEL BUILDINGS, INC WILL BE REMOVING AND REPLACE OF A BUILT-UP GRAVEL ROOF - THISIS BEING PURCHASED THROUGH A COOP CONTRACT BUY-BOARD 728-24.

Vendor Number	Name	Unit Cost	Extended Price
119385	PANHANDLE STEEL BUILDINGS	143,872.0000	143,872.00
Total Bid Amount \$ 143,872.00			

Date Mailed _____

Date to Open 11/19/2024 4:00 PM

119385 PANHANDLE STEEL BUILDINGS
PO Box 1278
Amarillo TX 79105
Phones: 806 376-6397
FAX 806 376-5739
806 3766397



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Public Safety
Department: Facilities
Contact Person: Jerry Danforth, Director of Facilities

Agenda Caption: CONSIDER AWARD - ASBESTOS CONSULTING SERVICES ANNUAL CONTRACT

This item considers the award of an annual service contract to provide for asbestos testing, estimating, and monitoring on an as-needed basis. This contract has an original term of one year, with three one-year options to renew

Award to: G/A Environmental

Amount: \$300,000 (\$75,000 annually)

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This contract is with G/A Environmental, is an annual contract with the option for four renewals for asbestos-related services to be conducted, which includes testing, estimating, and monitoring. Having this service readily available to multiple City departments is advantageous when dealing with asbestos-related issues throughout the City of Amarillo. This is an as-needed service, therefore expenses only occur if used.

Requested Action: Staff requests that the contract be awarded to G/A Environmental for asbestos-related services.

Funding Summary: This contract is to be used by several different City departments using various funding sources.

Purchasing Summary: This bid was taken using the Purchasing Best value bid process.

Community Engagement Summary: NA

Staff Recommendation: Staff recommends approval of the contract

Attachments: 1. rfp 19-23

Final

RFP 19-23 ASBESTOS CONSULTING SERVICES								
Compilation Evaluation Criteria Ranking	Qualifications and experience of the consulting team and resources of the company	Qualifications of Project Manager	References	Approach to Scope of Work	Cost	Total Points Possible	Ranking	
	Points Possible							
Vendor	15.00	15.00	15.00	25.00	30.00	100.00		Comments
G/A Environmental, LP	14.66	14.67	15.00	19.33	30.00	93.66	1	
Apex Technical Services, Inc.	13.33	13.33	8.00	19.33	25.25	79.25	4	
GIF Services	14.33	14.00	13.00	17.00	23.78	82.11	3	
North American Analytical Laboratories	12.67	14.33	13.00	17.67	20.96	78.63	5	
King Consultants	14.00	14.67	15.00	23.00	16.24	82.91	2	
Terracon Consultants Inc.	14.00	14.00	5.00	13.00	12.86	58.86	6	
R2M Engineering, LLC	14.67	14.67	15.00	16.67	7.66	68.67	7	



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Infrastructure
Department: Facilities
Contact Person: Jerry Danforth, Director of Facilities

Agenda Caption: CONSIDER AWARD - LINE AVENUE UTILITIES STORM DRAINAGE FACILITY CONSTRUCTION PROJECT

This item considers the award of a contract with Panhandle Steel Buildings, Inc for the full construction of a new 40' x 60' x 14' metal building including components, as well as modifications to the existing Utility Building warehouse doors.

Award to: Panhandle Steel Buildings, Inc - Buy Board 728-24

Amount: \$209,188.00

Funding Source: Capital Improvement Project - Approved 2024-2025

Is the item budgeted? Yes

Agenda Item Summary: This construction contract with Panhandle Steel Buildings, Inc for the full construction of a new 40' x 60' x 14' metal building including components such as building pad dirt work, concrete slab, insulation, snow guards, and gutters as well as modifications to the existing utility's building warehouse overhead door openings and doors.

Requested Action: Staff requests approval of the contract.

Funding Summary: This was approved through the CIP process by City Council 2024-2025. Account Number: 412028

Purchasing Summary: Buy Board 728-24

Community Engagement Summary: NA

Staff Recommendation: Staff recommends approval of the contract.

Attachments: 1. TB25-8046

Line Number			Quantity
1	570 65	Steel Bridge Truss, Overhead	1.00

LINE AVENUE UTILITY DRAINAGE CONSTRUCTION PROJECT - THIS PURCHASE IS FOR A CONTRACT WITH PANHANDLE STEEL BUILDINGS, INC - FOR THE FULL CONSTRUCTION OF A NEW 40'X60'X14 METAL BUILDING INCLUDING COMPONENTS AS WELL AS MODIFICATIONS TO THE EXISTING UTILITIES WAREHOUSE DOORS.

Vendor Number	Name	Unit Cost	Extended Price
119385	PANHANDLE STEEL BUILDINGS	209,188.0000	209,188.00

Total Bid Amount \$ 209,188.00



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: Water and Sewer Utilities

Contact Person: Shannon Tollison, Assistant Director

Agenda Caption: CONSIDER APPROVAL - WHOLESALE WATER SUPPLY AGREEMENT BETWEEN CITY OF AMARILLO AND COUNTRY ESTATES MOBILE HOME PARK FOR OUTSIDE OF CITY SERVICES

This item considers the approval of a wholesale water supply agreement with Country Estates Mobile Home Park to supply water at rates charged by the City for rendering water service as described in the Amarillo Municipal Code for outside the City service.

Agenda Item Summary: Pursuant to TCEQ direction, the City must approve a new agreement with Country Estates Mobile Home Park clearly identifying our existing agreement as a wholesale water provider. Water supply agreements for public water systems operated via a wholesale provider of water service must state a maximum rate of delivery volume per Texas regulations in order to be able to determine minimum water system capacity requirements.

Requested Action: Consider Approval of Water Supply Agreement allowing City Manager the authorization to enter into agreement with COUNTRY ESTATES MOBILE HOME PARK.

Funding Summary:

Purchasing Summary:

Community Engagement Summary:

Staff Recommendation: Consider Approval of Water Supply Agreement allowing City Manager the authorization to enter into agreement with COUNTRY ESTATES MOBILE HOME PARK.

Attachments: 1. COUNTRY WIDE Water Supply Agreement (004)

Water Supply Agreement

This Agreement is made between the City of Amarillo , Texas (hereafter, “CITY”) a home rule municipality situated in Randall and Potter County and Country Estates Mobile Home Park, (Public Water System ID 1910005) (hereafter, “COUNTRY ESTATES”) upon the terms and conditions herein stated and supersedes and replaces that certain water supply contract executed by the parties previously and in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, City owns, operates, and maintains facilities for processing and distributing surface water and ground water, and through its water distribution system furnishes and delivers treated water to its customers; and

WHEREAS, the City has supplied water to COUNTRY ESTATES (or its predecessor) for 14 years; and,

WHEREAS, the parties intend to amend and supersede the previous contracts or agreements with this agreement.

NOW, THEREFORE, for and in consideration of the execution and performance of the mutual covenants herein set forth, CITY and COUNTRY ESTATES hereby covenant and agree as follows:

I.

TERMS AND CONDITIONS

1.01. Sale and Acceptance of Water. CITY agrees to furnish and sell to COUNTRY ESTATES treated water under the normal operating pressure prevailing in CITY's water distribution system at the point of delivery. If pressure greater than the normal operating pressure is required by COUNTRY ESTATES, the cost of providing such greater pressure shall be borne by COUNTRY ESTATES. COUNTRY ESTATES agrees to accept delivery of water under the conditions of this agreement and to pay for the same in accordance with the terms hereof.

1.02. Curtailment/Diversion of Supply. The furnishing of water by CITY to COUNTRY ESTATES is subject to the CITY Drought Contingency Plan as set forth in Chapter 18-2, Article V, of the City Municipal Code as amended, which Plan is incorporated herein by reference as if set forth herein in its entirety. Should CITY curtail the use of water throughout said City or issue water conservation measures or restrict the use of water in any way, COUNTRY ESTATES will institute and apply equal rationing, conservation measures, or restrictions, for so long as any part of the total water supply of COUNTRY ESTATES shall be furnished by CITY; and any failure by COUNTRY ESTATES to comply with this provision shall be just cause for CITY to take legal action to secure compliance.

II.

REGULATORY APPROVAL

This agreement is subject to all applicable federal, state and local laws, rules and regulations currently in effect and as added or amended in the future.

III. METER INSTALLATION AND TESTING

3.01. Installation. All water furnished under this agreement by CITY shall be measured by one or more suitable meters equipped with continuous flow devices and transmitting and receiving equipment. COUNTRY ESTATES shall install and maintain a Reduced Pressure Zone backflow preventor on the customer's side at the Point of Delivery entirely at COUNTRY ESTATES's expense.

3.02. Point of Delivery. The City agrees to supply the water for this agreement unless due to an emergency or circumstance beyond its control, the City is unable to deliver water; in which case Country Estates will be notified of such emergency or circumstances and the City will endeavor to deliver water from other available sources subject to all other terms and conditions and provisions of this Agreement as stated herein. The location of the meter shall be considered the Point of Delivery.

3.03. Meter Location. The location of the meter shall be mutually agreed upon by the parties hereto, and the meter shall not be moved, removed, or relocated except by prior written mutual consent.

3.04. Meter Testing. The CITY shall have the right to test the meter and appurtenances at any time by first giving COUNTRY ESTATES notice of its intention to make such a test. No meter may be adjusted, changed, or tested, in place or elsewhere, unless the party intending to make such adjustment, change, or test shall first give notice to the other party of this intention and thereafter give reasonable opportunity to the other party to have representatives participate in such test, change or adjustment. All meters shall be properly sealed, and the seal shall not be broken unless representatives of both parties have been notified and given a reasonable opportunity to be present. AWWA specifications shall be utilized as standards and as the basis of any adjustments. If the meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless the parties agree to a different amount.

3.05. Maintenance. CITY will own and maintain the portion of the water supply line between the point of connection with CITY's system and the Point of Delivery after service has begun under this agreement. COUNTRY ESTATES will continue to own and maintain the portion of the water supply line downstream from the Point of Delivery to prevent waste and infiltration.

IV. METER READING AND BILLING

4.01. Meter Reading. CITY will read all meters provided for herein at monthly intervals, and the parties to this agreement shall have free access to read these meters daily if either party so desires. It shall be the duty of the parties to give immediate notice, each to the other, should

any meter be found not functioning; and upon such notice repairs to such meter shall be made promptly.

4.02. Due Date. The monthly bill shall be due and payable at the office of the City Water Department on or before thirty (30) days after COUNTRY ESTATES'S receipt of CITY'S invoice/billing. Should COUNTRY ESTATES fail to make any payments as required under this agreement, interest on past due amounts shall accrue on those amounts in accordance with City policy and applicable law.

V. RATES

5.01. Rate Charged for Water Furnished. The rates charged by CITY for rendering water service under the terms of this contract shall be as described in the in City Ordinance for outside the City service.

5.02. Adjustment of Rates. It is understood by COUNTRY ESTATES that the rates charged to COUNTRY ESTATES are based on budgeted amounts for CITY's rates; therefore, before July 1 of each year, CITY will project its' budgeted cost of service for the upcoming fiscal year and will notify COUNTRY ESTATES of the rates charged to COUNTRY ESTATES for the upcoming fiscal year, which rates COUNTRY ESTATES agrees to pay. At no time shall said adjusted rate exceed ten percent (10%) of the previously charged rate.

VI. MISCELLANEOUS

6.01. Maximum Rate of Delivery. The rate of delivery at the point of delivery shall not exceed 100,000 gallons per day or 3 million gallons per month.

6.02. Minimum Rate of Delivery. The rate of delivery shall meet all state minimum requirements including but not limited to, those outlined in 30 TAC 290.44, 30 TAC 290.45, and 30 TAC 290.46 taking into account all system connections

6.03. Life of Contract. The life of this contract shall be for twenty (20) years from the date of final execution hereof, and may be renewed for two (2) additional ten (10) year terms by mutual written agreement by the parties hereto upon a written request for renewal served on a party at least 180 days before the end of the initial or renewal term. The City reserves the right to renegotiate the terms of the agreement upon major changes to the footprint of the development or connections to the facility.

6.04. Termination. Both parties reserve the right to terminate this agreement should water become unavailable, or for any other reason by giving the other party ninety (90) days written notice.

6.05. No Resale of Water. COUNTRY ESTATES will not make any extension of water lines beyond the limits of its property as it currently exists or may hereafter exist, nor permit any connection without the prior written approval of CITY.

6.06. Regulations and Severability. If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this agreement other than the obligation of COUNTRY ESTATES to make payments required under the terms hereof, then if such party shall give notice and full particulars to such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability the claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure", as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and inability on the part of CITY to deliver water hereunder or COUNTRY ESTATES to receive under hereunder on account of any other causes not reasonably within the control of the party claiming such inability.

6.07. In further consideration of the City agreeing to provide water and/or sewer service to COUNTRY ESTATES hereby irrevocably covenants and agrees to adhere to all City specifications and regulations related to future residential development to protect the health and safety of residents and that COUNTRY ESTATES shall file a petition for voluntary annexation into the CITY at any future time if the CITY requests it.

6.08. Assignment/ Third Party Rights. The parties cannot assign their rights or delegate their duties under this agreement without the other party's prior written consent. There are no third-party beneficiaries, actual or implied of this agreement.

6.09. Notice/Contacts. Any notice required or document to be provided under this agreement shall be given by hand delivery or by U.S. Mail to the following contacts:

- CITY, its City Manager or designee, 601 S. Buchanan, City, TX 79101
- COUNTRY ESTATES, its Director, _____, City, TX 79_____

6.10. Dispute Resolution/Litigation. If a dispute arises between the parties relating to this agreement, the parties agree to meet informally in a good faith effort to negotiate a resolution of the dispute prior to the initiation of litigation. The parties may refer the matter to mediation to assist in resolving the dispute. In the event any formal action or proceeding is brought by either party concerning this agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

6.11. Captions. The headings used in this agreement are for reference purposes only and do not define, limit, extend, describe or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this agreement.

6.12. Governing Law and Venue. The laws of the State of Texas shall govern all terms and conditions of this agreement and each party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in Potter County, Texas.

6.13. Effective Date. This Agreement shall become effective upon final execution by the parties.

6.14. Severance & Survival. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 5 through 6 inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

6.15. Amendments. This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers and shall be effective per the terms herein.

COUNTRY ESTATES MOBILE HOME PARK.

CITY OF AMARILLO, TEXAS

By: _____
_____, Director/President

By: _____
Grayson Path, City Manager

Date: _____

Date: _____



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Business Friendly Community
Communication
Fiscal Responsibility
Infrastructure
Public Safety
Technology and Innovation

Department: Water and Sewer Utilities

Contact Person: Shannon Tollison, Assistant Director

Agenda Caption: CONSIDER APPROVAL - WHOLESALE WATER SUPPLY AGREEMENT BETWEEN CITY OF AMARILLO AND AMARILLO VETERANS ADMINISTRATION HEALTH CARE SYSTEM FOR OUTSIDE OF CITY SERVICES

This item considers approval of a wholesale agreement with Amarillo Veterans Administration Health Care System to supply water at rates charged by the City for rendering water service as described in the Amarillo Municipal Code for outside the City service.

Agenda Item Summary: Pursuant to TCEQ direction, the City must approve a new agreement with the Amarillo Veterans Administration Health Care System clearly identifying our existing agreement as a wholesale water provider. Water supply agreements for public water systems operated via a wholesale provider of water service must state a maximum rate of delivery volume per Texas regulations in order to be able to determine minimum water system capacity requirements.

Requested Action: Consider Approval of Water Supply Agreement allowing City Manager the authorization to enter into agreement with Amarillo Veterans Administration Health Care System.

Funding Summary:

Purchasing Summary:

Community Engagement Summary:

Staff Recommendation: Consider Approval of Water Supply Agreement allowing City Manager the authorization to enter into agreement with Amarillo Veterans Administration Health Care System.

Attachments: 1. AGR-AVAHS-Sell Water 11.15.24

**WATER PURCHASE AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS
AND THE AMARILLO VETERANS ADMINISTRATION HEALTH CARE
SYSTEM, U.S. DEPT OF VETERAN AFFAIRS
(Treated Water Supply)**

This Agreement is made between the City of Amarillo, Texas (hereafter, “AMARILLO”) and the Amarillo Veterans Administration Health Care System, in affiliation with the United States Department of Veteran Affairs (hereafter, “AVAHS”). In consideration of the premises and mutual promises contained herein, agree as follows:

1. Entity. AMARILLO is a Texas home-rule municipality and AVAHS is a federal government agency affiliated with the United States Department of Veteran Affairs, an agency of the federal government.

2. Public Benefit & Purpose. The parties find that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and, that the division of cost fairly compensates the performing party for the services performed under this Agreement; and, the performance of this Agreement is in the common interest of both parties.

3. Current revenues. Both the party performing a service and the party paying for the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the party.

4. AMARILLO Obligation. AMARILLO now promises to perform and provide to AVAHS AMARILLO owned *treated water* in accordance with Exhibit A.

5. AVAHS Obligation. AVAHS hereby (a) accepts the duties, terms, conditions, limitations, procedures and scope of services stated in Exhibit A and, (b) agrees to perform its obligations stated therein, (c) including timely payment for services.

6. Exhibit incorporated. The provisions of Exhibit A are incorporated herein by this reference as though stated verbatim. Each Party hereby authorizes its point-of-contact official (named elsewhere herein) to mutually agree (without the need of further approval by either governing body) to make minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or create a material change in the performance required of a party.

7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party shall be solely responsible for any loss, damage, injury, or death to a third

party (parties) arising out of or related to the acts or omissions of it's employees or agents and not those of any other party.

8. Venue. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in the county in which the defendant Party is located and, if located in more than one county, in the county in which the principal offices of the defendant Party are located.

9. Effective date & Term. This Agreement shall become effective on the first day after it has received approval. This Agreement shall remain in full force and effect for the term as specified in Exhibit A.

10. Contacts. The point of contact for each Party shall be as specified in Exhibit A.

11. Severance & Survival. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 5(c) through 8, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

12. Amendments. This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

AVAHS

CITY OF AMARILLO, TEXAS

By: _____
_____, Manager

By: _____
Grayson Path, City Manager

Date: _____

Date: _____

EXHIBIT A

AGREEMENT FOR WATER SERVICE BETWEEN
THE CITY OF AMARILLO, TEXAS AND
THE AVAHS

THIS AGREEMENT made and entered into on the date of signature hereof, by and between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, herein called AMARILLO, acting by and through its duly authorized City Manager, Jared Miller, and the AVAHS in affiliation with the United States Department of Veteran Affairs, herein called AVAHS, acting by and through its duly authorized representative;

WITNESSETH:

WHEREAS, AMARILLO owns, operates, and maintains facilities for processing and distributing surface water and ground water, and through its water distribution system furnishes and delivers treated water to its customers; and

WHEREAS, AVAHS does not now have and cannot economically provide within a reasonable period of time any other source of additional water supply to meet the current requirements of its water distribution system; and

WHEREAS, AMARILLO can currently supply from its resources a quantity of treated water capable of helping AVAHS meet its present requirements; and

WHEREAS, it is deemed to be in the best interest of both AMARILLO and AVAHS that said cities enter into a mutually satisfactory agreement by means of which AVAHS may currently obtain a supply of treated water from AMARILLO at a reasonable rate;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the execution and performance of the mutual covenants herein set forth, AMARILLO and AVAHS hereby covenant and agree as follows:

I.

TERMS AND CONDITIONS

1.01. Sale and Acceptance of Water. AMARILLO agrees to furnish and sell to AVAHS treated water under the normal operating pressure prevailing in AMARILLO's water distribution system at the point of delivery. If pressure greater than the normal operating pressure is required by AVAHS, the cost of providing such greater pressure shall be borne by AVAHS. AVAHS agrees to accept delivery of treated water under the conditions of this agreement and to pay for the same in accordance with the terms hereof.

1.02. Renegotiation. At the request of AMARILLO the parties will meet at any time after this agreement has been in effect for a period of five (5) years to renegotiate the terms and

conditions of this agreement with respect to AMARILLO'S capacity and demand for water and AVAHS'S efforts to develop alternative or replacement water supplies.

1.03. Curtailment/Diversion of Supply. The furnishing water by AMARILLO to AVAHS is subject to the AMARILLO Drought Contingency Plan as set forth in Chapter 18-2, Article V, of the Amarillo Municipal Code, which Plan is incorporated herein by reference as if set forth herein in its entirety. Should AMARILLO curtail the use of water throughout said City or issue water conservation measures or restrict the use of water in any way, AVAHS will institute and apply equal rationing, conservation measures or restrictions to the use of water by the customers of AVAHS, for so long as any part of the total water supply of AVAHS shall be furnished by AMARILLO; and any failure by AVAHS to comply with this provision shall be just cause for AMARILLO to take legal action to secure compliance.

II. REGULATORY APPROVAL

This agreement is subject to all applicable federal, state and local laws, rules and regulations currently in effect and as added or amended in the future. AVAHS will obtain any and all permits, certificates and regulatory approvals necessary for its purchase and sale of water under this agreement.

III. METER INSTALLATION AND TESTING

3.01. Installation. All water furnished under this agreement by AMARILLO shall be measured by one or more suitable meters equipped with continuous flow chart-recording devices and transmitting and receiving equipment. All meters and recording equipment shall be installed and operated by AMARILLO. AVAHS shall pay to AMARILLO the cost of the meter, recording and transmitting equipment and appurtenances, rate of flow control devices and backflow protection devices, plus the installation cost, replacement cost and maintenance cost thereof.

3.02. Point of Delivery. The point of delivery of treated water by AMARILLO shall be the meter vault connection to AVAHS's side of the meter. The meter vault is located on a tract of land owned by AMARILLO and located in the _____.

3.03. Meter Location. The location of the meter shall be mutually agreed upon by the parties hereto, and the meter shall not be moved or relocated except by prior written mutual consent.

3.04. Meter Testing. Each city shall have the right to test the meter and appurtenances at any time by first giving the other party notice of its intention to make such a test. No meter may be adjusted, changed, or tested, in place or elsewhere, unless the party intending to make such adjustment, change, or test shall first given notice to the other party of this intention and thereafter give reasonable opportunity to the other party to have representatives participate in such test, change or adjustment. All meters shall be properly sealed, and the seal shall not be broken unless representatives of both cities have been notified and given a reasonable opportunity to be present. If the percentage of inaccuracy after any test is greater than two percent (2%) the previous readings shall be corrected for a period extending back to the time

such inaccuracy began, if such time is ascertainable, and if not, then for a period extending back one-half of the time elapsed since the last date of testing, but in no event further back than six (6) months. If the meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless the parties agree to a different amount.

3.05. Check Meter. Either AVAHS or AMARILLO at its own expense may install a check meter to verify the volume of water passing through the master meter; provided that if such check meter is installed, then the same rules and regulations relative to its operation, maintenance, and reading shall apply as to the meter being tested.

3.06. Maintenance. AMARILLO will own and maintain the portion of the water supply line between the point of connection with AMARILLO's system and the Point of Delivery after service has begun under this agreement. AVAHS will own and maintain the portion of the water supply line downstream from the Point of Delivery to prevent waste and infiltration.

IV.

METER READING AND BILLING

4.01. Meter Reading. AMARILLO will read all meters provided for herein at monthly intervals, and the parties to this agreement shall have free access to read these meters daily if either party so desires. It shall be the duty of the parties to give immediate notice, each to the other, should any meter be found not functioning; and upon such notice repairs to such meter shall be made promptly. Whenever it is evident that a meter has not registered accurately for a period of time, the quantity used shall be estimated in accordance with the usage under similar conditions for an equal time period.

4.02. Payment for Usage. AVAHS agrees to appropriate annually sufficient funds to pay the monthly charge for water service. The water charge to be paid by AVAHS to AMARILLO shall be deemed a current expense of AVAHS for each year of this contract as such monthly charge become due and payable.

4.03. Due Date. The monthly bill shall be due and payable at the office of the Amarillo Water Department on or before the thirtieth (30th) after AVAHS'S receipt of AMARILLO'S invoice/billing. Should AVAHS fail to make any payments as required under this agreement, interest on past due amounts shall accrue on the past due in accordance with applicable state or federal law.

V.

RATES

5.01. Rate Charged for Water Furnished. The rates charged by AMARILLO for rendering water service under the terms of this contract shall be equivalent to the lowest rate charged to large volume customers; i.e., those using more than 3,000 gallons per month, inside the city limits of AMARILLO as set from time to time by ordinance.

5. 02. Adjustment of Rates. It is understood by AVAHS that the rates charged AVAHS are based on budgeted amounts for AMARILLO's rates; therefore, before July 1 of each year, AMARILLO will project its' budgeted cost of service for the upcoming fiscal year and will

notify AVAHS of the rates charged to AVAHS for the upcoming fiscal year, which rates AVAHS agrees to pay.

VI. MISCELLANEOUS

6.01. Maximum Rate of Delivery. The rate of delivery at the point of delivery shall not exceed 100,000 gallons per day or 3 million gallons per month.

6.02. Minimum Rate of Delivery. The rate of delivery shall meet all state minimum requirements including but not limited to, those outlined in 30 TAC 290.44, 30 TAC 290.45, and 30 TAC 290.46 taking into account all system connections.

6.03. Life of Contract. The life of this contract shall be for twenty (20) years from the date of execution hereof, and may be renewed for two (2) additional ten (10) year terms by mutual written agreement by the parties hereto. AVAHS agrees that a change to the footprint or connections to the facility allows AMARILLO to renegotiate the contract

6.04. Termination. This agreement may be terminated (i) by mutual agreement of the parties; (ii) or by AVAHS upon written notice of termination to AMARILLO received one (1) year prior to the effective date of termination.

6.05. Texas Commission on Environmental Quality ("TCEQ"). The water system of AVAHS must be a "State Approved" water system as designated by the TCEQ during the life of this contract. If at any time the water system of AVAHS is not so approved by the TECQ, a direct physical connection between the two systems will not be allowed unless an approved backflow prevention device has been provided and installed by AVAHS such installation must be approved by the TCEQ prior to installation.

6.06. Resale of Water. AVAHS will not make any extension of water lines from covered water supply main beyond the city limits of AVAHS as its boundaries now exist or may hereafter exist, nor permit any connection for water outside its city limits on the water supply line, without the prior written approval of AMARILLO.

6.07. Regulations and Severability. If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this agreement other than the obligation of AVAHS to make payments required under the terms hereof, then if such party shall give notice and full particulars to such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability the claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure", as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply,

and inability on the part of AMARILLO to deliver water hereunder or AVAHS to receive under hereunder on account of any other causes not reasonably within the control of the party claiming such inability.

6.08. Assignment/ Third Party Rights. The parties cannot assign their rights or delegate its duties under this agreement without the other party's prior written consent. There are no third-party beneficiaries, actual or implied of this agreement, including, but not limited to, AVAHS'S water customers.

6.09. Notice/Contacts. Any notice required or document to be provided under this agreement shall be given by hand delivery or by U.S. Mail to the following contacts:

- AMARILLO, its City Manager, 5601 S. Buchanan, Amarillo, TX 79101
- AVAHS, its M&O Supervisor, _____, Amarillo, TX 79_____

6.10. Dispute Resolution/Litigation. If a dispute arises between the parties relating to this agreement, the parties agree to meet informally in a good faith effort to negotiate a resolution of the dispute prior to the initiation of litigation. The parties may refer the matter to mediation to assist in resolving the dispute. In the event any formal action or proceeding is brought by either party concerning this agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

6.11. Captions. The headings used in this agreement are for reference purposes only and do not define, limit, extend, describe or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this agreement.



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Business Friendly Community
Infrastructure

Department: Water and Sewer Utilities

Contact Person: Michael Price, Director of Utilities

Agenda Caption: CONSIDER APPROVAL- UTILITY EASEMENT TO PATTERN ENERGY WIND DEVELOPMENT LLC

This item considers the approval to grant an option to acquire an easement being 18.18 acre tract of land off of Co Road 17, Carson County, Texas, to Pattern Energy Wind Development, LLC (Pattern). Pattern will pay a non-refundable option fee of \$9,090.91 upon exercising the option, Pattern will pay the City of Amarillo \$90,900.00 for the easement. (GRANTOR: City of Amarillo, GRANTEE: Pattern Energy Wind Development, LLC, VICINITY: Co Road 17, Carson County, North of Well 662)

Agenda Item Summary: Pattern is currently planning the addition of a new transmission line across city-owned property. Pattern will need to acquire a transmission line easement. Pattern will pay a non-refundable option fee of \$9,090.91 upon exercising the option, Pattern will pay the City of Amarillo \$90,900.00 for the easement.

Requested Action: City Staff are requesting approval of the award.

Funding Summary: The easement is being granted to Pattern and this funding will be posted as revenue to the City.

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: City Staff are recommending approval of the award.

Attachments:

1. 11.26.24 PAN3 City of Amarillo, Texas Transmission Line Easement Option Agreement v2
2. 11.26.24 PAN3 City of Amarillo, Texas Exhibit B-1 to Transmission Line Easement Option Agreement

OPTION AGREEMENT AND EASEMENT AGREEMENT FOR TRANSMISSION LINE EASEMENT

This Option Agreement and Easement Agreement for Transmission Line Easement (“**Agreement**”) is made and entered into as of _____, 2024 (the “**Effective Date**”), by and between CITY OF AMARILLO, TEXAS (“**Owner**”), whose address is as set forth in Section 13.2 below, and PATTERN ENERGY WIND DEVELOPMENT LLC, a Delaware limited liability company, and its successors or assigns (“**Developer**”), whose address is also as set forth in Section 13.2 below. Owner and Developer are also referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

1. **Grant of Option.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner grants to Developer the irrevocable, exclusive right and option (the “**Option**”), for a period of five (5) years after the Effective Date (the “**Option Period**”), to purchase and acquire easements on, over, above, under, in, across, upon, through, and within that certain real property located in Carson County, State of Texas, being more particularly described in Exhibit A attached hereto (the “**Easement Property**”), as described herein and in accordance with the terms and provisions hereof. Additionally, Owner hereby grants Developer an easement during the Option Period for Developer and Developer’s affiliates, contractors, subcontractors, suppliers, agents, sublessees, sub-easement grantees, licensees, invitees, employees, consultants, lenders, owners, investors, and successors and assigns (collectively, “**Affiliates**”) to enter and have access to the Easement Property for the purposes of performing inspections, evaluations, studies, tests, surveys, and other actions reasonably related to Developer’s investigation of the Easement Property’s suitability for Developer’s business purposes (the “**Due Diligence Activities**”). Developer agrees to indemnify and hold harmless Owner, its officers, agents and employees from all liability, losses, claims, damages, costs and expenses caused by or resulting from the Due Diligence Activities, which indemnity shall survive the exercise of the Option or the termination of this Agreement.

2. **Exercise of Option.** Developer may exercise the Option over the Easement Property or any portion thereof at any time during the Option Period by unilaterally signing and recording a “Notice of Exercise of Option” in the form attached hereto as Exhibit C and incorporated herein by this reference (the “**Notice of Exercise**”) in the real property records of Carson County, Texas (the “**Official Records**”). Within sixty (60) days following Developer’s determination that the construction of the Project and Transmission System has been completed, Developer shall adjust the Transmission Line Easement (as defined below) area to a one hundred fifty foot (150’) wide corridor within the Easement Property, except where circumstances require a wider right of way, and the location of which one hundred fifty foot (150’) wide corridor shall be either (i) centered on the centerline of the as-built Transmission Line on the Easement Property or (ii) if the method of measurement in (i) above does not create a one hundred fifty foot (150’) wide corridor entirely located on the Easement Property, then measured from the nearest property boundary line on the Easement Property to the as-built Transmission Line (the “**Transmission Easement Area**”). Developer may record documentation in the Official Records to give constructive notice to third parties of such established location of the Transmission Easement Area. The term “**Project**”, for the purposes of this Agreement, means an integrated wind, solar, and/or other renewable energy generation, transmission, and/or energy storage system that is constructed and operated on the

Easement Property and/or lands adjacent to or in the vicinity of the Easement Property by Developer or a third party authorized by Developer.

3. **Grant of Easement; Term.** As of the date of recording of the Notice of Exercise in the Official Records, the following easements shall automatically be in full force and effect, subject to the limitations set forth herein:

3.1. **Transmission Line Easement.** An exclusive easement and right of way (the “**Transmission Line Easement**”) on, over, above, under, in, across, upon, through, and within that portion of the Easement Property more particularly described on **Exhibit B** attached hereto, and generally depicted in orange in **Exhibit B-1** attached hereto, for the construction, operation, relocation, installation, use, repair, reconstruction, maintenance, inspection, patrol, upgrade, improvement, access, dismantling, demolishing, and/or removal of one or more electric energy overhead transmission lines (collectively, the “**Transmission Lines**”), including any variable number of conductors, junction boxes, splice boxes, insulators, wires and cables, guy lines, towers, lattice structures, poles, structures, footings, foundations, pads, anchors, cross-arms, and all other appurtenant and associated facilities, fixtures, and equipment necessary or convenient for the construction, ownership, use, operation, and maintenance of the foregoing transmission lines, including above and below ground fiber optic ground wires and communication lines and appurtenant fixtures and equipment for communication uses, and roads and related improvements and appurtenances to access any or all of the foregoing (collectively, the “**Transmission Facilities**”, and together with the Transmission Lines, collectively, the “**Transmission System**”), to be used in connection with the operation of the wind energy generation and transmission facilities and such appurtenances thereto as more particularly described in Section 4. Owner acknowledges that the general location of the Transmission Line Easement, as described in the Exhibits attached hereto, is based on preliminary mapping only, and agrees that the Transmission Line Easement shall apply to the Transmission Line Area in accordance with the provisions of Section 2. Developer shall cause such Transmission Lines to cross any underground water lines located and operating on the Easement Property as of the date of recording of the Notice of Exercise in the Official Records as close to perpendicular (ninety (90) degrees) as possible unless otherwise agreed by the holder of the associated waterline easement or required by applicable law.

3.2. **Access Easement.** A non-exclusive easement and right of way (the “**Access Easement**”) on, over, under, in, across, upon, and through the Easement Property to and from the Transmission Line Easement.

The Transmission Line Easement and the Access Easement are individually referred to in this Agreement as an “**Easement**” and collectively as the “**Easements.**” The term of the Easements shall be perpetual (the “**Term**”), and the Easements shall be irrevocable and appurtenant to the Easement Property and shall run with the land for the benefit of Developer and Developer’s Affiliates (unless earlier terminated pursuant to the terms hereof). The Easements shall permit Developer to conduct the activities set forth in Section 4 on the Easement Property. The Easements granted by Owner to Developer pursuant to this Agreement shall be for the use and benefit of Developer and Developer’s Affiliates, who shall be entitled to exercise the rights and benefits granted to Developer pursuant to this Agreement. Other than the Notice of Exercise being executed and recorded by Developer, no documentation or other instrument is required to be entered into or

recorded by the Parties in order to give full force and effect to the Easements and all the provisions, terms, and conditions contained in this Agreement. Developer shall have rights to lateral and subjacent support for the Transmission System.

4. **Easement Uses.** Developer may construct, operate, relocate, install, use, repair, reconstruct, maintain, inspect, patrol, upgrade, improve, access, dismantle, demolish, and/or remove such Transmission System and any portion thereof as Developer in its sole discretion deems to be necessary, convenient, or appropriate to transmit power, including without limitation to Xcel Energy, Inc.'s Nichols Power Plant located in Potter County, Texas, and to transport workers, tools, material, equipment and other necessary items to and from, across, or under the Easements and the Easement Property. Subject to Section 10.3 below, all installations by Developer, its successors or assigns, whether real, personal or mixed, shall remain the property of Developer and shall be removable by Developer at any time.

5. **Covenants by Developer.** Developer covenants, represents and warrants to Owner as follows during the term of the Option and the Easements granted herein: (a) Developer shall at all times comply with all municipal, state and federal ordinances, rules and statutes applicable to Developer's operations on and use of the Easement Property; (b) Developer shall keep Owner's interest in the Easement Property at all times free and clear of any liens for labor, services, supplies, equipment or materials purchased by Developer; and (c) Developer shall pay all property taxes attributable to its equipment installed on the Easement Property.

6. **Covenants by Owner.** Owner covenants, represents, and warrants to Developer as follows during the term of the Option and the Easements granted herein:

6.1. **Representations and Warranties by Owner.** Owner hereby makes the following representations and warranties to Developer as of the Effective Date of this Agreement and as of the Effective Date of the Easements:

(a) Owner is the sole owner of the entire Easement Property in fee simple, subject to only such liens, easements and encumbrances appearing of record and any items on the ground survey or visible inspection of the Easement Property would reveal.

(b) Owner is not the subject of any bankruptcy, insolvency, or probate proceeding.

(c) Owner and each person signing this Agreement on behalf of Owner has the full and unrestricted power and authority to execute and deliver this Agreement and to grant the Option, Easements, and rights herein granted. All persons having any ownership or possessory interest in the Easement Property (including spouses) have signed this Agreement.

(d) Intentionally Omitted.

(e) There are no tax liens, contractors' liens, mortgage liens, mechanics' liens, or other monetary liens on or against any part of the Easement Property.

(f) There are no underground tanks, oil or gas wells, or mining operations located within any part of the Easement Property, nor, to the best of Owner's knowledge, has there been any of the foregoing located within any part of the Easement Property.

(g) There are no cemeteries or other burial grounds within any part of the Easement Property.

(h) No part of the Easement Property contains wetlands or swampland.

(i) There are no lawsuits, legal actions, legal proceedings, claims, condemnations, eminent domain proceedings, or other proceedings pending, proposed, threatened, or anticipated with respect to any matter affecting the Easement Property or any of Owner's rights, title, or interests therein.

(j) Owner represents and warrants that there are no tenants on the Easement Property except those disclosed by Owner in writing to Developer prior to the time of executing this Agreement, and Owner covenants and agrees that in the event that any entity or person(s) hold(s) or comes to hold any form of tenancy on the Easement Property during the Term, Owner shall notify Developer within thirty (30) days of Owner gaining knowledge of such tenancy, and either (i) Owner shall execute commercially reasonable agreements presented by Developer subordinating each such tenancy to the Easements and rights granted herein, or protecting Developer from disturbance by the tenant(s) of Developer's use of the Easements and rights granted herein and use commercially reasonable efforts to cause such tenant(s) to execute such agreements within thirty (30) days of such presentation by Developer, or (ii) such leases (including all agricultural and hunting leases) entered into by Owner after the Effective Date shall be terminable on not more than twenty (20) days' notice by Owner.

For purposes of this Section 6.1(j), "**commercially reasonable efforts**" shall mean that Owner shall (i) attempt to contact such tenant using their last known contact information (including both telephone and email, if available) not less than twice during the ten (10) day period following such presentation, and (ii) if successful, promptly notify such tenant of Developer's requests, provide such tenant copies of such agreements, and deliver or direct such tenant to deliver two (2) originals thereof executed and acknowledged (as applicable) by such tenant to Developer in accordance with Section 13.2.

6.2. Owner Use and Non-Interference. Owner reserves the use of the Easement Property for agricultural purposes, to include grazing livestock, growing crops, and other agricultural purposes, and other purposes compatible with Developer's use, but will not (and will not permit others to) otherwise use the Easement Property for any use or take any other action that interferes with or is incompatible with Developer's use of the Easement Property or endangers or damages the Transmission System or any of Developer's other facilities installed within or placed upon the Easements. Owner reserves the right to erect fences no more than eight (8) feet high across the Easement Property, provided that all such fences shall have gates or openings at least sixteen (16) feet wide to provide Developer reasonable access to all parts of the Easement Property. Developer and Developer's Affiliates shall have the right to trim any vegetation and remove any

improvements or other property within the Easements that could endanger or interfere with Developer's use of the Easements. In the event of an emergency, inability to use or cross any Easement, or severe damage to the Transmission System that reasonably requires Developer to have additional ingress and egress to the Transmission System, Developer shall be entitled to ingress and egress over and across adjoining lands of Owner as may be reasonably necessary to repair and restore the Transmission System.

6.3. Oil, Gas, and Other Minerals. Owner retains all right, title and interest in and to all oil, gas and other minerals and groundwater in, on and under the Easement Property. Owner, together with its mineral lessees, waives all rights to use (i) the surface of the Transmission Easement Area for the exploration or production of oil, gas, and other minerals, and (ii) the first five hundred (500) feet below the surface of the Transmission Easement Area for the exploration or production of the oil, gas, and other minerals except for non-invasive geologic examinations that does not affect the construction, operation, or surface or subsurface support of the Transmission System. Nothing herein, however, restricts or prohibits the pooling or unitization of the mineral estate owned by Owner with land other than the Easement Property, or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Transmission Easement Area but enter or bottom under the Transmission Easement Area, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Transmission Easement Area by Developer, or its successors or assigns, or otherwise disturb Developer's use of the Easement Property, and that these operations are conducted at least five hundred (500) feet below the surface of the Transmission Easement Area.

6.4. Developer Interference. Developer's activities and operations shall not unreasonably interfere with or restrict Owner's farming activities and irrigation systems on Owner's property adjacent to the Easement Property. Further, Developer will use reasonable efforts to minimize any interference with Owner's farming activities and irrigation systems within the Easement Property. If any irrigation systems, drainage ways, ditches or culverts existing on the Effective Date on the Easement Property are materially adversely impacted in their ability to operate by Developer's activities or operations, Developer shall reimburse Owner's reasonable costs incurred to relocate and/or reconstruct such irrigation systems and drainage features so as to not materially interfere with Owner's farming activities and irrigation systems.

7. Hazardous Substances. Owner has not and, to the best of Owner's knowledge, no other party has generated, treated, stored, disposed of, or otherwise deposited any hazardous materials in, on, at, or under the Easement Property. Neither Party shall use, store, dispose of or release on the Easement Property or cause or permit to exist or be used, stored, disposed of or released on the Easement Property any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required for such Party's permitted use of the Easement Property and only if such use is not harmful to the other Party or its employees and is in full compliance with all applicable laws. Should any claim or action be brought against a Party or in connection with the Easement Property with respect to any of the foregoing, the Party responsible for such contamination shall immediately notify the other Party and shall indemnify the other Party from all costs associated with such claim or action.

8. Encumbrance; Lender Protection.

8.1. Right to Encumber Developer's Interest. Developer may at any time grant a mortgage, deed of trust, or other lien or security interest to any person or entity (a "**Lender**") for all or any part of Developer's interest under this Agreement and the Easements and rights created by this Agreement (a "**Mortgage**") without the consent of Owner and, upon foreclosure by a Lender (or receipt of a deed in lieu of foreclosure or other conveyance), such Lender shall succeed to all of the rights and interests of Developer hereunder.

8.2. Covenants for Lenders' Benefit. Should Developer grant a Mortgage as provided in Section 8.1 above, Developer and Owner expressly agree between themselves and for the benefit of any Lenders as follows:

(a) Developer and Owner will not modify, amend, cancel, terminate, or release this Agreement without the prior written consent of the Lenders.

(b) The Lenders shall have the right to do any act or thing required to be performed by Developer under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement or a forfeiture of any of Developer's rights under this Agreement as if done by Developer itself.

(c) No default that requires the giving of notice to Developer shall be effective unless a like notice is given to all Lenders of record in the Official Records. If Owner shall become entitled to terminate this Agreement due to an uncured default by Developer, Owner will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender of record in the Official Records and has given each such Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Owner that it must foreclose on Developer's interest or otherwise take possession of Developer's interest under this Agreement in order to cure the default, Owner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Developer's interest under this Agreement, to cure such default, and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Developer. Upon the sale or other transfer of any interest in the Easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

(d) In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency, or appointment of a receiver in bankruptcy for Developer, Owner shall give prompt notice to the Lenders. Owner shall, upon written request of the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Developer, upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Owner any amounts which are due Owner from Developer, (ii) pay Owner any and all amounts

which would have been due under this Agreement (had this Agreement not been terminated) from the date of the termination of this Agreement to the date of the new easement agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by Developer to the extent that Developer failed to perform the same prior to the execution and delivery of the new easement agreement.

(e) There shall be no merger of this Agreement, or of the easement estates created by this Agreement, with the fee estate in the Easement Property.

(f) Within fifteen (15) days following its receipt of any request, (i) each Party shall execute such estoppel certificates (certifying as to such matters as the requesting party may reasonably request, including without limitation that no default then exists under this Agreement, if such be the case), and (ii) Owner shall execute such consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements, as the other Party, any successor or assignee of the other Party, or any Lender may reasonably request from time to time.

9. **Indemnification and Insurance.**

9.1. **Indemnification.** To the fullest extent permitted by applicable law, each party (the “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless the other party and such other party’s mortgagees, officers, employees and agents (the “**Indemnified Party**”) against any and all losses, damages, claims, expenses, and other liabilities, including without limitation, reasonable attorneys’ fees, resulting from or arising out of (i) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party, or (ii) any breach of this Agreement by the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities caused by any negligent or intentional act or omission on the part of the Indemnified Party or the Indemnified Party’s agents, lessees, or invitees. This indemnification shall survive the termination of this Agreement. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH PARTY HEREBY WAIVES, ANY AND ALL RIGHTS TO RECOVER CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, FOR ANY REASON WHATSOEVER UNDER OR WITH RESPECT TO ANY ACTION RELATING TO OR TAKEN IN CONNECTION WITH THE AGREEMENT.**

9.2. **Insurance.** Developer agrees to obtain and maintain liability insurance covering its activities on the Easement Property and to name Owner as an additional insured, but only to the extent of the liabilities that Developer has expressly assumed under this Agreement, during the Term. Such coverage shall have a minimum limit of not less than \$5,000,000.00 per occurrence, provided that such amount may be provided as part of a blanket policy covering other properties. Developer agrees to supply Owner with such certificates and other evidence of this insurance as Owner may reasonably request.

10. **Termination.**

10.1. **Defaults.** If either Party defaults under this Agreement, and such Party fails to cure

the default within thirty (30) days after written notice of such default is delivered to the defaulting Party (or such longer period required to cure a default other than non-payment, if such default cannot reasonably be cured within such thirty (30) day period, and the defaulting Party commences to cure such default within such thirty (30) day period), the non-defaulting Party shall have all rights and remedies available at law and in equity. Notwithstanding anything in this Agreement to the contrary or any rights or remedies available to Owner at law or in equity, if any portion of the Transmission System is located on the Easement Property then Owner shall be limited to pursuing damages if Developer fails to cure any non-monetary default following the expiration of any applicable notice and cure period hereunder and Owner shall not commence any action to terminate, cancel, rescind, or revoke this Agreement. Upon the occurrence of a default under this Agreement by a Party, the defaulting Party shall be liable to the non-defaulting Party for all costs and expenses, including but not limited to attorneys' fees incurred by the non-defaulting Party as a result of the default.

10.2. Termination by Developer. Developer may terminate this Agreement, without fee, upon two (2) months prior written notice of termination to Owner. Developer may also terminate this Agreement upon notice to the Owner if Owner fails to obtain a subordination agreement from any tenant on the Easement Property following Developer's request therefor.

10.3. Surrender of Easement Property. Within eighteen (18) months following the date of termination of this Agreement or abandonment of the Easement Property, Developer shall peaceably and quietly leave, surrender and return the Easement Property to Owner, free of all portions of the Transmission System owned or installed by Developer or its Affiliates on the Easement Property in the condition existing as of the commencement of the Term to the extent reasonably practicable.

11. Assignment. Subject to the provisions of Article 8, Developer shall at all times have the right to partially and/or fully sell, convey, assign, partition, divide, subdivide, encumber, mortgage, pledge or otherwise transfer any or all of its rights and interests under this Agreement, the Easements, and all other related documents, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), from time to time with Owner's consent, which shall not be unreasonably withheld, and any and all such transfers shall be expressly made subject to all of the terms, covenants, and conditions of this Agreement. In the event of a sale, conveyance, assignment, partition, division, subdivision, or other transfer of all or a portion of Developer's rights with the agreement by the assignee or transferee to be bound by all of the terms hereof with respect to the portion sold, conveyed, assigned, partitioned, divided, or subdivided, Developer shall be relieved of its obligations under this Agreement and shall retain no liabilities associated with this Agreement with respect to the portion sold, conveyed, assigned, partitioned, divided or subdivided (except unpaid amounts owed to Owner as of the date of the assignment) and will be released from any liability under this Agreement or the Easements with respect to such portion sold, conveyed, assigned, partitioned, divided, or subdivided. The burdens of the Easements and rights contained in this Agreement shall run with and against the Easement Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its successors, assigns, permittees, licensees, lessees, employees, and agents.

12. **Municipal Officer.** Owner represents and warrants that Owner is not a Municipal Officer of the municipality or political subdivision in which the Easement Property is located. “**Municipal Officer**” means any officer or employee of the municipality or political subdivision, whether paid or unpaid, and includes, without limitation, members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of the municipality or political subdivision whose official duties involve discretionary decision-making with respect to Developer’s Energy Development. “**Energy Development**” means any stage of present or future development or siting of energy developments, turbines, power and related facilities or energy projects, whether considered, planned, attempted or completed, including but not limited to permitting, licensing construction and energy production. The term “**Municipal Officer**” also includes any entity that is directly or indirectly controlled by, or is under common control with, such officer or employee. However, “**Municipal Officer**” shall not include: (a) a judge, justice, officer or employee of the court system; (b) a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or (c) a member of an advisory board of the municipality or political subdivision if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the municipality or political subdivision or to restrict authority of the municipality or political subdivision to act. Owner further represents and warrants that Owner is not a Relative of a Municipal Officer. “**Relative**” shall be defined as a spouse or domestic partner of the Municipal Officer, or a person claimed as a dependent on a Municipal Officer’s latest individual state income tax return. Owner agrees to promptly notify Developer in writing if at any time it becomes or any Relative becomes a Municipal Officer. Owner agrees to indemnify Developer against any loss, liability or damages, including attorneys’ fees, directly or indirectly resulting from any misrepresentation by Owner or failure by Owner to notify Developer as set forth above under this Section 12.

13. **Miscellaneous.**

13.1. Further Assurances. Each of the Parties to this Agreement agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as reasonably may be necessary to fully effectuate each and all of the purposes and intent of this Agreement, including consents to any assignments, pledges, or transfers permitted hereunder and reasonable amendments hereto as may be required by any Lender or required in connection with the transfer by Developer of the rights granted under this Agreement. Owner expressly agrees that it will from time to time enter into reasonable nondisturbance agreements with any Lender which requires such an agreement providing that Owner shall recognize the rights of the Lender and not disturb its possession of the Easement Property so long as it is not in default of any of the provisions of this Agreement. Owner agrees that within ten (10) days after receipt of a written request by Developer it shall join with Developer in requesting any and all zoning changes or other land use permits and/or approvals necessary for Developer’s development and use of the Easement Property as contemplated by this Agreement.

13.2. Notices. All notices or other communications required or permitted hereunder, including notices to Lenders and notices of changes in address, shall, unless otherwise provided herein, be in writing, shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties as follows:

Owner:

City of Amarillo, Texas

PO Box 1971

Amarillo, TX 79186

Attn: _____

Phone: _____

Email: _____

Developer:

Pattern Energy Wind Development LLC

1088 Sansome Street

San Francisco, CA 94111

Attn: General Counsel

Phone: _____

Email: _____

Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date.

13.3. Governing Law. This Agreement is to be performed in Carson County, State of Texas. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Texas applicable to contracts made and to be performed within such State and without reference to the choice of law principles of such State or any other state.

13.4. Attorneys' Fees. If any Party brings any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding.

13.5. Counterparts. This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

13.6. Entire Agreement. This Agreement, together with its attached schedules and exhibits, contains the entire agreement between the Parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the authorized representatives of the Parties.

13.7. Recording of Memorandum. Concurrent with the execution of this Agreement the Parties shall execute, acknowledge and record in the Official Records a "Memorandum of Option and Easement" in the form attached hereto as **Exhibit D** and incorporated herein by this reference (the "**Memorandum of Easement**"). After termination of the Easements granted herein and written request from Owner to remove the recorded Memorandum of Easement from the Official Records, Developer shall, within sixty (60) days of such written request from Owner, execute and record a release thereof in the Official Records in form and substance acceptable to Developer.

13.8. Gates. Developer shall keep all of Owner's gates used by Developer closed at all times, except when open to permit the passage of Developer traffic. If so requested by Owner,

Developer shall keep all such gates locked through the use of locking devices reasonably acceptable to Owner, except during construction operations on the Easement Property. In the event Developer must cut an opening in an existing fence in connection with Developer construction, Developer shall install a gate and/or cattle guard (as requested by Owner) across such opening of a type and with such locking devices as are reasonably requested by Owner. Owner and Developer shall receive a copy of all keys, codes or other mechanisms necessary to open any and all locking devices installed on gates or guards used or installed by Developer at Owner's request.

13.9. Cooperation. Owner will cooperate with, and shall not in any way, directly or indirectly, oppose Developer's efforts to obtain any permit, approval, or consent necessary or useful in connection with the Transmission System, the Easements, the Project, any Separate Phase, or any other Developer projects. Owner and Developer intend to and shall cooperate with each other and take such other actions as may be reasonably necessary, prudent, or desirable to carry out the intent and purpose of this Agreement and to fulfill the obligations of the respective Parties hereunder (at no out-of-pocket cost to Owner).

13.10. Overburdening. Owner hereby agrees that (i) no use of or improvement to the Transmission Easement Area and (ii) no apportionment or granting of a subeasement or assignment thereof shall, separately or in the aggregate, constitute an overburdening of the Transmission Easement Area, and no act or failure to act on the part of Developer shall be deemed to constitute an abandonment, surrender, or termination of the Transmission Easement Area or any Easement. Notwithstanding the foregoing provisions of this Section 13.10, Developer shall be deemed to have abandoned an Easement if Developer has affirmatively relinquished such Easement (as opposed to relinquishing through non-use) either by notifying Owner of the abandonment or by performing an act indicating an intent to give up and never regain possession of the Easement.

13.11. Miscellaneous. Upon completion of construction, Developer shall collect, carry off, and remove all trash, junk, unused or unusable equipment, containers, or fixtures not necessary for the operation of the Transmission Lines. Other than in connection with construction activities, Developer shall not store any equipment not in use at such time on the Easement Property. Developer shall promptly dispose of all trees, parts of trees, and rocks removed in connection with Developer's construction and operations of the Easement Property. For any dirt work on the Easement Property, Developer shall cause the topsoil to be separated and used on the surface for reclamation of any disturbed areas. After construction is completed, Developer shall re-spread the reclaimed topsoil. Developer shall not have the right to use freshwater from Owner's property adjacent to the Easement Property without express written consent of Owner. Developer shall impose upon its Affiliates as to the Easement Property: (i) a maximum speed limit of twenty (20) miles per hour, (ii) prohibitions on possession or discharge of firearms of any kind, (iii) prohibitions against hunting or fishing, (iv) prohibitions on any use of the Easement Property for recreational purposes, (v) no smoking outside of vehicles, (vi) water trucks will be present when any welding activities are performed, (vii) no alcohol shall be consumed on the Easement Property, and (viii) no blasting or similar technique shall be used on the Easement Property. Developer shall be responsible for assuring compliance by its agents, servants, invitees, and employees and the agents, servants, invitees, and employees of its contractors with all of the terms and conditions stated in this Agreement.

13.12. Social Security Number Privacy Policy. In accordance with section 501.052 of the Texas Business and Commerce Code, Owner acknowledges that Developer has adopted, and Owner has received and reviewed, Developer's privacy policy, an updated copy of which is available at Developer's website at <https://patternenergy.com>.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

OWNER:

CITY OF AMARILLO, TEXAS

DEVELOPER:

PATTERN ENERGY WIND
DEVELOPMENT LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

Description of the Easement Property

All of Sections Numbered Seventeen (17) and Twenty-four (24), in Block "T", A.B. &M. Survey, Carson County, Texas.

The land described herein contains a total of 1,259.58 acres, more or less.

PINs: 1440 and 1441

EXHIBIT B

Description of the Transmission Easement Area

A one hundred fifty-foot (150') strip of land out of the following:

All of Sections Numbered Seventeen (17) and Twenty-four (24), in Block "T", A.B. &M. Survey, Carson County, Texas.

The land described herein contains a total of 1,259.58 acres, more or less.

PINs: 1440 and 1441

and generally depicted on the map attached hereto as **Exhibit B-1**. The land described herein contains a total of 18.182 acres, more or less; agreed for the purpose of payment to be 18.182 acres.

EXHIBIT B-1

Map of Transmission Easement Area

(ATTACHED)

EXHIBIT C

Form of Notice of Exercise of Option

PREPARED BY AND WHEN
RECORDED RETURN TO:

Pattern Energy Wind Development LLC
1088 Sansome Street
San Francisco, CA 94111
Attn: General Counsel

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

NOTICE OF EXERCISE OF OPTION

This NOTICE OF EXERCISE OF OPTION ("**Notice of Exercise**") is made and given as of _____, 20____ (the "**Effective Date**"), by Pattern Energy Wind Development LLC, a Delaware limited liability company, located at 1088 Sansome Street, San Francisco, CA 94111 ("**Developer**"), with reference to the following facts:

A. Developer and _____ ([collectively,] "**Owner**") entered into that certain Option Agreement and Easement Agreement for Transmission Line Easement dated _____, 20____ (the "**Option Agreement**"), a memorandum of which titled Memorandum of Option Agreement and Easement Agreement for Transmission Line Easement (the "**Memorandum**") was recorded on _____, 20____, in the real property records of _____ County, Texas (the "**Official Records**") as Instrument No. _____ (both the Option Agreement and Memorandum are herein together referred to as the "**Option and Easement Agreement**").

B. This Notice of Exercise pertains to the real property described in Exhibit A attached hereto. The Option Agreement provides that upon Developer or its successors or assigns unilaterally executing and recording this Notice of Exercise in the Official Records, all of the easements and rights set forth in the Option Agreement shall automatically be effective and binding on the Easement Property, the Owner, and Developer in perpetuity for the benefit of Developer and Developer's Affiliates (unless earlier terminated).

NOW, THEREFORE, Developer hereby exercises the Option granted in Section 1 of the Option Agreement as to the Easement Property and agrees that all easements, rights, and obligations set forth in the Option and Easement Agreement are effective and binding on the Easement Property, the Owner, and Developer, all successive owners of the Easement Property, and the successors and assigns of Owner and Developer.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Developer has executed this Notice of Exercise as of the Effective Date.

DEVELOPER:

PATTERN ENERGY WIND
DEVELOPMENT LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

Before me, _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of PATTERN ENERGY WIND DEVELOPMENT LLC, a Delaware limited liability company, as its _____, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public, State of Texas
My commission expires: _____

**Exhibit A
to Notice of Exercise**

Description of the Easement Property

EXHIBIT D

Form of Memorandum of Option and Easement

PREPARED BY AND WHEN
RECORDED RETURN TO:

Pattern Energy Wind Development LLC
Attn: General Counsel
1088 Sansome Street
San Francisco, CA 94111

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

MEMORANDUM OF OPTION AGREEMENT AND EASEMENT AGREEMENT FOR TRANSMISSION LINE EASEMENT

This MEMORANDUM OF OPTION AGREEMENT AND EASEMENT AGREEMENT FOR TRANSMISSION LINE EASEMENT ("**Memorandum**") is made and entered into as of _____, 2024 (the "**Effective Date**"), by and between CITY OF AMARILLO, TEXAS ("**Owner**"), with an address at PO Box 1971, Amarillo, TX 79186, and PATTERN ENERGY WIND DEVELOPMENT LLC, a Delaware limited liability company ("**Developer**"), with an address at 1088 Sansome Street, San Francisco, CA 94111. Owner and Developer are also referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS:

A. On the date hereof, the Parties have entered into an Option Agreement and Easement Agreement for Transmission Line Easement (the "**Agreement**") which by its terms grants to Developer an option to acquire certain exclusive transmission and non-exclusive access easements (the "**Option**") and further grants to Developer present easements and rights for investigation, testing, evaluation, study, surveying, and inspection purposes and access on and across certain land which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "**Easement Property**");

B. The term of the Option is for a period of five (5) years after the Effective Date;

C. If the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the Official Records of the County in which the Easement Property is located, Developer will automatically have the easements and related rights over all or a portion of the Easement Property as described in the Notice of Exercise in perpetuity (unless earlier terminated); and

D. The Parties desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interest of Developer in the Easement Property and of the existence of the Option to enter into a transmission line easement covering the Easement Property, as set forth in the Agreement and of certain easements and rights granted to Developer in the Easement Property as part of the Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Agreement to be paid and performed by Developer, Owner hereby grants to Developer that certain Option to enter into an easement agreement covering the Easement Property on the terms and conditions set forth in the Agreement together with certain present easements to use and enjoy the Easement Property, all as more particularly set forth in the Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

The Option evidenced by this Memorandum may be exercised by Developer's unilateral execution and recording of a Notice of Exercise in the Official Records of the County in which the Easement Property is located, whereupon all the easements and rights that are the subject of the Option shall automatically and immediately become effective and binding upon the Easement Property and Owner, all successive owners of the Easement Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

This Memorandum may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

OWNER:

CITY OF AMARILLO, TEXAS

By: _____
Name: _____
Title: _____

DEVELOPER:

PATTERN ENERGY WIND
DEVELOPMENT LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[ACKNOWLEDGEMENTS FOLLOW]

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

Before me, _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of CITY OF AMARILLO, TEXAS, a _____, as its _____, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas

My commission expires: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

Before me, _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of PATTERN ENERGY WIND DEVELOPMENT LLC, a Delaware limited liability company, as its _____, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas

My commission expires: _____

Exhibit A
to Memorandum of Option and Easement

Description of the Easement Property

All of Sections Numbered Seventeen (17) and Twenty-four (24), in Block "T", A.B. &M. Survey, Carson County, Texas.

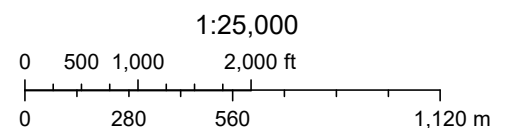
The land described herein contains a total of 1,259.58 acres, more or less; agreed for the purpose of payment to be 1,259.58 acres.

PINs: 1440 and 1441

City of Amarillo, Texas (Carson County, TX)



- Surveys
- Parcels



Maxar, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Fiscal Responsibility
 Infrastructure
Department: Water and Sewer Utilities
Contact Person: Michael Price, Director of Utilities

Agenda Caption: CONSIDER AWARD – ASSET MANAGEMENT SOFTWARE FOR WATER UTILITIES

This item considers the purchase of software for the Asset Management system of the Water Utilities. This is the first year of a three-year contract.

Award to: Vertosoft dba OpenGov (DIR-TSO-4227)

Amount: Not to exceed \$482,710.89 (\$177,594.00 year one, \$148,837.51 year two, \$156,279.38 year three)

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This software will be used to manage all assets in the Water Utilities Department, including Surface Water Treatment, Water Distribution, Wastewater Collection and Wastewater Treatment subdivisions. The software will be used to evaluate the condition of all assets, track work performed on all assets, estimate the remaining useful life and plan for data-driven replacement of assets as they approach the end of life. This purchase also includes software implementation and training. This is the software that the Fleet Department has just finished implementing for their department. The cost of software and professional services through September 2027 is \$482,710.89.

Requested Action: Requesting the approval of purchase to Vertosoft.

Funding Summary: Funding for purchase will be from multiple accounts within the Water Utilities. Accounts being used; 52110.51970, 52200.51970, 52210.51970, 52220.51970, 52230.51970, 52240.51970, 52260.51970, and 52270.51970. Total balance of all accounts is \$208,000.00.

Purchasing Summary: The first purchase of this contract was made in April 2024.

Community Engagement Summary: N/A

Staff Recommendation: City staff recommends approval of purchase.

Attachments: 1. TB25-8030

Year 2 of 5 year contract with Vertosoft for Asset Managment Software

Line Number			Quantity
1	209 56	Inventory Management	1.00
10/01/2024-09/30/2025			
OPGV-HAFQ-B300500M-RR-1Y Asset Management - Between \$300-500 Million - 1Y			

Vendor Number	Name	Unit Cost	Extended Price
491468	VERTOSOFT LLC	56,100.0000	56,100.00

Line Number			Quantity
2	209 56	Inventory Management	1.00
10/01/2024-09/30/2025			
OPGV-HAFZ-B300500M-RR-1Y Wastewater Collection - Between \$300-500 Million - 1Y			

Vendor Number	Name	Unit Cost	Extended Price
491468	VERTOSOFT LLC	20,000.0000	20,000.00

Line Number			Quantity
3	209 56	Inventory Management	1.00
10/01/2024-09/30/2025			
OPGV-HAHE-B300500M-RR-1Y Wastewater Treatment Domain - Between \$300-500 Million - 1Y			

Vendor Number	Name	Unit Cost	Extended Price
491468	VERTOSOFT LLC	20,000.0000	20,000.00

Line Number			Quantity
4	209 56	Inventory Management	1.00
10/01/2024-09/30/2025			
OPGV-HAHF-B300500M-RR-1Y Water Distribution Domain - Between \$300-500 Million - 1Y			

Vendor Number	Name	Unit Cost	Extended Price
491468	VERTOSOFT LLC	20,000.0000	20,000.00

Line Number			Quantity
5	209 56	Inventory Management	1.00
10/01/2024-09/30/2025			
OPGV-HAHE-B300500M-RR-1Y Wastewater Treatment Domain - Between \$300-500 Million - 1Y			

Vendor Number	Name	Unit Cost	Extended Price
491468	VERTOSOFT LLC	25,650.0000	25,650.00

Line Number				Quantity
6	209 56	Inventory Management		154.50
10/01/2024-09/30/2025				
OPGV-GHBP-B300500M-NR-0Y Custom Professional Services Deployment - Fixed Fee - Between \$300-500 Million - 0Y BILLED UPFRONT				
Vendor Number	Name	Unit Cost	Extended Price	
491468	VERTOSOFT LLC	232.0000	35,844.00	
Total Bid Amount \$ 177,594.00				

Date Mailed _____

Date to Open 11/14/2024 4:00 PM

491468 VERTOSOFT LLC
1602 Village Market Blvd SE Ste 320
Leesburg VA 20175-4716
Phones: 1703 5684703
703 5684703



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Fiscal Responsibility
Department: Water and Sewer Utilities
Contact Person: Michael Price, Director of Utilities

Agenda Caption: CONSIDER AWARD – POTABLE WATER TANKS INSPECTION AND CERTIFICATION SERVICES

This item considers the award of a contract for potable water tank inspections and certification services. This contract is for an initial term of one year, with one option to renew for an additional one-year term.

Award to: Texas Tank Services

Amount: Not to exceed \$54,900.00 (\$27,450.00 annually)

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This is an annual contract of Potable water tank inspections and certification services with a one-year renewal. Conducting potable water tank inspections is essential for ensuring safe and reliable drinking water. Over time, tanks can develop issues such as corrosion, sediment buildup, leaks, and microbial contamination, all of which can compromise water quality and safety. Regular inspections help identify these issues early, allowing for timely repairs and maintenance to prevent contaminants from entering the water supply. Additionally, inspections ensure that tanks meet regulatory standards, protecting the health of consumers and avoiding costly penalties or liability. By maintaining the structural integrity and cleanliness of potable water tanks, inspections play a critical role in safeguarding public health and ensuring the consistent delivery of safe drinking water.

Requested Action: Requesting the approval of purchase to Texas Tank Services.

Funding Summary: Funding for purchase will be from account 52220.77300. With a current balance of \$30,000.00.

Purchasing Summary:

Community Engagement Summary: N/A

Staff Recommendation: City staff recommends approval of purchase.

Attachments: 1. TB25-7382

R5543540

Dept: 52220 SURFACE WATERTREATMENT

CITY OF AMARILLO, TEXAS

12/09/2022

15:35:28

Page -

1

Bid Evaluation For Quote 7382
INSPECTION OF POTABLE WATER
TANKS ANNUAL CONTRACT

TO BE AWARDED BY LINE ITEM.

Line Number		Quantity
1	961 45 Inspection and Certification S	25.00

services

USING DIVERS

WATER STORAGE TANK INSPECTIONS PER BID SPECIFICATIONS WT-2 REVISED 10/24/2017

Vendor Number	Name	Unit Cost	Extended Price
---------------	------	-----------	----------------

490542	TEXAS TANK SERVICES	599.0000	14,975.00
--------	---------------------	----------	-----------

471709	APPLIED DIVING SERVICES	1,400.0000	35,000.00
--------	-------------------------	------------	-----------

323595	ADVANCED DIVING SERVICES INC	7,994.0000	199,850.00
--------	------------------------------	------------	------------

Line Number		Quantity
2	961 45 Inspection and Certification S	25.00

services

USING REMOTE CONTROLLED VEHICLE (ROV)

WATER STORAGE TANK INSPECTIONS PER BID SPECIFICATIONS WT-2 REVISED 10/24/2017

Vendor Number	Name	Unit Cost	Extended Price
---------------	------	-----------	----------------

490542	TEXAS TANK SERVICES	499.0000	12,475.00
--------	---------------------	----------	-----------

TOTAL BID AMOUNT \$ 27,450.00

323595	ADVANCED DIVING SERVICES INC	549.0000	13,725.00
--------	------------------------------	----------	-----------

TOTAL BID AMOUNT \$ 213,575.00

471709	APPLIED DIVING SERVICES	850.0000	21,250.00
--------	-------------------------	----------	-----------

TOTAL BID AMOUNT \$ 56,250.00

490543	DIXON ENGINEERING INC	2,900.0000	72,500.00
--------	-----------------------	------------	-----------

TOTAL BID AMOUNT \$ 72,500.00



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: Water and Sewer Utilities

Contact Person: Michael Price, Director of Utilities

Agenda Caption: CONSIDER PURCHASE - LIFT STATION 40 PUMPS

This item considers the award of two Fairbank Morse pumps for Lift Station 40.

Award to: AAW Pumps Motors Controls (BuyBoard #672-22)

Amount: \$90,274.56

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary: The two Fairbanks Morse pumps at Lift Station 40 need replacement because the current pumps need significant repairs. The repairs, which would be more extensive and costly than anticipated, would not be economically viable compared to the cost of replacing the pumps entirely. Given the age and condition of the existing pumps, continuing to invest in repairs would result in higher long-term maintenance costs and potential reliability issues. Replacing the pumps ensures that the lift station will continue to operate efficiently and without the risk of unexpected downtime, while also reducing ongoing repair expenses.

Requested Action: Requesting approval of purchase to AAW Pumps Motors Controls

Funding Summary: Funded from account 52240.68312. Current balance of \$205,864.50

Purchasing Summary: The end of life for the currents pumps has been reached.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends the approval of purchase

Attachments: 1. TB25-8033

TO REPLACE BOTH PUMPS AT LIFT STATION 40 PER WILLIAM JOHNSON. BOTH PUMPS ARE BEING REPAIRED AT A HIGHER RATE THAN USUAL.

WE WILL REUSE EXISTING MOTORS. INCLUDES 20% DISCOUNT. BUYBOARD #672-22.

BID: \$90,274.56

CONTACT NAME: AAW / STEVE GOSS

CONTACT INFORMATION: 512-312-0088 / steve@aaawems.com

Line Number			Quantity
1	890 66	Sewer Lift Stations and Parts	1.00
FAIRBANKS MORSE PUMPT-60CCW ROTATION			
Vendor Number	Name	Unit Cost	Extended Price
494112	AUSTIN ARMATUREWORKS LP	45,137.2800	45,137.28
Line Number			Quantity
2	890 66	Sewer Lift Stations and Parts	1.00
FAIRBANKS MORSE PUMPT-60CW ROTATION			
Vendor Number	Name	Unit Cost	Extended Price
494112	AUSTIN ARMATUREWORKS LP	45,137.2800	45,137.28
TOTALAMOUNT BID \$90,274.56			



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: Water and Sewer Utilities

Contact Person: Michael Price, Director of Utilities

Agenda Caption: CONSIDER AWARD – CONTRACT TO MOBILIZE, TEST AND SET PUMP ON WELL NO. 642

This item considers the award of a contract for labor and parts to mobilize, test, and set pump on Well #642.

Award to: Advance Water Well (BuyBoard #672-22)

Amount: \$406,065.25

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This purchase encompasses the reline of Well #642 as well as comprehensive pump testing to assess and establish the updated operating flows and the corresponding pump performance curve. These procedures are essential to optimize the well's functionality and ensure its efficiency in meeting operational requirements.

Requested Action: Requesting approval of purchase to Advance Water Well

Funding Summary: Funding available in job number 521789.1740.1040. With a current balance of \$598.347.43.

Purchasing Summary: First time purchase.

Community Engagement Summary: N/A

Staff Recommendation: City staff recommends approval of purchase

Attachments: 1. TB25-8020

All hours are estimated. Actual hours needed to complete the job will be reflected on the final invoice at the appropriate line rate. The gravel and cement are calculated with the holes in the casing. The calculated volumes may increase. The gravel is \$37.71 per cu ft and the cement rate is \$158.38 sk. Buyboard 672-22

Line Number				Quantity
1	936 62	Pumps and Pump Accessories Maintenance and Repair 10" blank casing ASTM 53 grade b		530.00
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		76.0000	40,280.00

Line Number				Quantity
2	936 62	Pumps and Pump Accessories Maintenance and Repair 10" .035 stainless steel wire-wrapped pipe based screen		230.00
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		271.8800	62,532.40

Line Number				Quantity
3	936 62	Pumps and Pump Accessories Maintenance and Repair 1" cement tubing two strings		960.00
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		2.9800	2,860.80

Line Number				Quantity
4	936 62	Pumps and Pump Accessories Maintenance and Repair gravel for 269' of filter pack 189cu ft includes excess		189.00
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		37.7100	7,127.19

Line Number				Quantity
5	936 62	Pumps and Pump Accessories Maintenance and Repair cement upper casing from gravel pack to surface est 397 sks		1.00
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		62,876.8600	62,876.86

Line Number				Quantity
6	936 62	Pumps and Pump Accessories Maintenance and Repair shop welding labor hours to cut lugs and weld them to casing and screen		40.00
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		150.0000	6,000.00

Line Number				Quantity
7	936 62	Pumps and Pump Accessories Maintenance and Repair field welding labor hours to weld casing in well		28.00
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		150.0000	4,200.00

Line Number				Quantity
8	936 62	Pumps and Pump Accessories Maintenance and Repair field labor hours to mobilize to location, rig up, set up, location, tally all casing, run screen and blank in well. Rig down and demobilize to shop		48.00
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		350.0000	16,800.00

Line Number				Quantity
9	936 62	Pumps and Pump Accessories Maintenance and Repair field labor hours to gravel pack and agitate screens		24.00
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		350.0000	8,400.00

Line Number				Quantity
10	936 62	Pumps and Pump Accessories Maintenance and Repair field labor hours to make and run a size testing tool in well		18.00
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		350.0000	6,300.00

Line Number				Quantity
11	936 62	Pumps and Pump Accessories Maintenance and Repair shop labor hours for loading/unloading material		10.00
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		225.0000	2,250.00

Line Number				Quantity
12	936 62	Pumps and Pump Accessories Maintenance and Repair misc supplies such as centralizer material, welding rods, grinding wheels, and torch supplies		1.00
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		1,500.0000	1,500.00

Line Number				Quantity
13	936 62	Pumps and Pump Accessories Mai		12.00
		ntenance and Repair		
		bail the well prior to running the liner		
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		350.0000	4,200.00

Line Number				Quantity
14	936 62	Pumps and Pump Accessories Mai		1.00
		ntenance and Repair		
		complete turbine pump testing		
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		55,000.0000	55,000.00

Line Number				Quantity
15	936 62	Pumps and Pump Accessories Mai		1.00
		ntenance and Repair		
		complete permanent pump set		
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		122,488.0000	122,488.00

Line Number				Quantity
16	936 62	Pumps and Pump Accessories Mai		1.00
		ntenance and Repair		
		final camera survey to verify placement of materials		
Vendor Number	Name		Unit Cost	Extended Price
487078	ADVANCED WATER WELL TECHNOLOGI		3,250.0000	3,250.00

Total Bid Amount \$ 406,065.25

CITY OF AMARILLO, TEXAS
Vendor List For Quote 8020
LABOR / PARTS TO TEST AND SET
PUMP ON WELL # 642

Date Mailed _____

Date to Open 11/06/2024 4:00 PM

487078 ADVANCED WATER WELL TECHNOLOGI
14394 Interstate 10 E
Converse TX 78109-3056
Phones: 210 865-2362
830 8652362



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: Water and Sewer Utilities

Contact Person: Michael Price, Director of Utilities

Agenda Caption: CONSIDER AWARD – BONHAM PUMP AND MOTOR REPAIRS

This item considers the award of a contract for repairs to a pump and motor at the Bonham pump station.

Award to: Advance Water Well (BuyBoard #672-22)

Amount: \$113,996.72

Funding Source: Water and Sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary: Investing in the repair of the pump and motor at our potable water pump station is essential to maintaining a reliable water supply and protecting public health. The Bonham pump station plays a critical role in distributing clean, safe drinking water, and any equipment failure could lead to significant service disruptions and potential water quality issues. Repairing the pump and motor will help avoid costly emergency repairs, reduce downtime, and extend the equipment's service life, which is more cost-effective than a full replacement. By ensuring the pump and motor operate efficiently, we can also reduce energy consumption and operating costs. This repair is a proactive step in maintaining essential infrastructure, ensuring compliance with water quality standards, and supporting uninterrupted water service to our community.

Requested Action: Requesting the purchase to be awarded to Advance Water Well.

Funding Summary: Funds are available in account 52200.68300. The current balance of account is \$430,144.00.

Purchasing Summary: Purchases related to this pump station are made on an as-needed basis.

Community Engagement Summary: The repair of the pump and motor at our potable water Bonham pump station is vital to the community because it ensures access to clean and safe drinking water, a necessity for public health and well-being. This infrastructure supports households, schools, healthcare facilities, and businesses, all of which rely on a steady supply of potable water for drinking, cooking, cleaning, and sanitation. A functioning pump station also contributes to local fire protection efforts, as it provides water pressure required for firefighting activities. Investing in these repairs demonstrates our commitment to maintaining reliable, high-quality services that our community depends on daily. By addressing these needs proactively, we are safeguarding public

health, supporting community resilience, and contributing to a sustainable water supply for future generations.

Staff Recommendation: City staff recommends the approval of the purchase.

Attachments: 1. TB25-8045

Line Number			Quantity
1	936 63	Pumps, Vertical, Maintenance a	24.00
	nd Repair		
	Crew mobilization		

Vendor Number	Name	Unit Cost	Extended Price
487078	ADVANCEDWATERWELL TECHNOLOGI	300.0000	7,200.00

Line Number			Quantity
2	936 63	Pumps, Vertical, Maintenance a	1.00
	nd Repair		
	Motor repair cost		

Vendor Number	Name	Unit Cost	Extended Price
487078	ADVANCEDWATERWELL TECHNOLOGI	62,182.4000	62,182.40

Line Number			Quantity
3	936 63	Pumps, Vertical, Maintenance a	1.00
	nd Repair		
	Pump repair cost		

Vendor Number	Name	Unit Cost	Extended Price
487078	ADVANCEDWATERWELL TECHNOLOGI	41,719.3200	41,719.32

Line Number			Quantity
4	936 63	Pumps, Vertical, Maintenance a	2.00
	nd Repair		
	Project supervisor fee		

Vendor Number	Name	Unit Cost	Extended Price
487078	ADVANCEDWATERWELL TECHNOLOGI	650.0000	1,300.00

Line Number			Quantity
5	936 63	Pumps, Vertical, Maintenance a	1.00
	nd Repair		
	Freight		

Vendor Number	Name	Unit Cost	Extended Price
487078	ADVANCEDWATERWELL TECHNOLOGI	1,595.0000	1,595.00

TOTALAMOUNT BID \$113,996.72



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: Water and Sewer Utilities

Contact Person: Michael Price, Director of Utilities

Agenda Caption: CONSIDER AWARD – CONTRACT FOR SOFT STARTER REPAIR/TEARDOWN

This item considers the award of contract for the repair of three soft starters for three pumps at the raw water reservoir at Osage Water Treatment Plant.

Award to: Austin Armature Works, LP (BuyBoard #672-22)

Amount: \$179,973.00

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary: In water treatment systems, a soft starter is a device used to gradually increase the power supplied to a motor, allowing it to start smoothly and reduce mechanical and electrical stress during startup. This is particularly important for large pumps and motors, as it helps to avoid sudden surges in power and mechanical strain on the equipment, which can lead to wear, overheating, or even damage. A soft starter controls the initial voltage or current to bring the motor up to speed gradually, rather than allowing it to reach full speed immediately. This smooth acceleration helps extend the life of the motor and connected equipment, improves energy efficiency, and reduces the impact on the power grid. Soft starters are commonly used in water treatment for pumps, blowers, and mixers, where frequent startups and stops are required, as they contribute to reliable and efficient operation while minimizing downtime and maintenance costs.

Requested Action: Requesting the purchase to be awarded to Austin Armature Works, LP.

Funding Summary: Funds are available in account 52220.68300. The current balance of account is \$511,956.43.

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: City staff recommends the approval of the purchase.

Attachments: 1. TB25-8025

Line Number				Quantity
1	941 72	Power Generating and Transmitt ing Control System Services		3.00
Turnkey project to teardown the existing Benshaw gears at the reservoir and retrofit WEG softstarts in place, commission and startup included with the labor and hardware. Manufactuer and labor warrantly included.				
Vendor Number	Name		Unit Cost	Extended Price
494112	AUSTIN ARMATURE WORKS LP		35,271.0000	105,813.00

Line Number				Quantity
2	941 72	Power Generating and Transmitt ing Control System Services		1.00
Vendor Number	Name		Unit Cost	Extended Price
494112	AUSTIN ARMATURE WORKS LP		74,160.0000	74,160.00
Total Bid Amount \$ 179,973.00				

Date Mailed _____

Date to Open 11/12/2024 4:00 PM

494112 AUSTIN ARMATURE WORKS LP
496 Commercial Dr
Buda TX 78610-3536
Phones: 512 312-0088
1512 3120088
512 3120088



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Fiscal Responsibility
Infrastructure

Department: Water and Sewer Utilities

Contact Person: Michael Price, Director of Utilities

Agenda Caption: CONSIDER APPROVAL - CONTRACT FOR OSAGE WTP SEDIMENTATION BASIN REPAIRS PHASE 1

This item considers the approval of a contract to reline the east sedimentation basin at the Osage Water Treatment Plant. This is phase 1 of a two-phase project. Bids were procured through Bonfire RFP 200-25 RNG.

Award to: MH Civil Constructors, Inc

Amount: \$2,279,000.00.

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary: Relining a concrete sedimentation basin at a water treatment plant involves several steps to restore its integrity and functionality. The process begins with a thorough inspection to assess damage, such as cracks or leaks, followed by draining and cleaning the basin to remove sludge, debris, and residues. The surface is then pressure washed or sandblasted to ensure proper adhesion, and any structural damage is repaired. Depending on the selected relining material—such as epoxy, polyurethane, or cementitious liners—a primer may be applied to enhance adhesion. The liner is then evenly applied using methods like spraying or troweling, ensuring the appropriate thickness. After curing for the recommended duration, the liner undergoes inspections and tests, including leak and adhesion checks, to verify quality and that it is watertight. Once approved, the basin is refilled and returned to operation, ensuring long-term durability and compliance with water treatment standards.

Requested Action: Requesting approval of contract with MH Civil Constructors, Inc for \$2,279,000.00.

Funding Summary: Funding is available in CIP project 523879.17400.1040. Current balance of \$2,500,000.00.

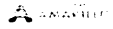
Purchasing Summary: This is the first time this purchase has been made.

Community Engagement Summary: N/A

Staff Recommendation: City staff recommends approval.

Attachments:

1. 200-25



RFP 200-25 RNG - Osage WTP Settling Basin Repairs Phase 1 - I Scoring Summary

Active Submissions

Supplier	Total	Pricing	Bidders Qualifications	Safety Record Questionnaire
	/ 100 pts	/ 20 pts	/ 75 pts	/ 5 pts
MH Civil Constructors, Inc.	91.32	18.52 (\$2,279,000.00)	68	4.8
Brown Construction Services, PLLC	65.4	20 (\$2,110,000.00)	41	4.4



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Infrastructure
Department: Capital Projects Development and Engineering
Contact Person: Michael Price, Director of Utilities

Agenda Caption: CONSIDER AWARD - HOLLYWOOD ROAD WASTEWATER RECLAMATION FACILITY HEADWORKS REHABILITATION CONSTRUCTION CONTRACT

This item considers the award of a construction contract for the Hollywood Road Wastewater Reclamation Facility Headworks Rehabilitation project. This project will take place in the existing headworks building and will include the rehabilitation of various components within the facility.

Award to: Stolz Mechanical Contractors, LLC

Amount: \$4,455,200.00

Funding Source: Water and sewer fund revenue and bond proceeds

Is the Item Budgeted: Yes

Agenda Item Summary: This item is to consider the award of the bid for construction of the Hollywood Road Wastewater Reclamation Facility Headworks Rehabilitation Project. This project will take place in the existing headworks building and will include the replacement of existing mechanical bar screens, grit system, roof insulation/membrane, and the existing HVAC equipment, along with the installation of electrical components for complete system operation. Below are some points of clarification for the rehabilitation work.

1. Bar Screen Usage:

- Who benefits from the bar screen? Is it essential for the facility to intake and process sewer from the community.
 1. The bar screen is crucial to the plant's normal operations, removing larger debris (e.g., toys, concrete) that could damage pumps, pipes, and valves.
 2. The bar screen is crucial to the waste haulers having access to the plant due to the dump site immediately in front of the bar screens.

2. Operations During Downtime:

- When the bar screen is inoperative, staff must manually rake the effluent using a manual bar screen, often requiring waders and entry into the wastewater channel.
- Repairs require mechanics to work within the channel, directly below the septic hauler discharge point. Without controlling haulers during this time, workers risk exposure to fecal material and the plant is subject to any solids that may be in the haulers' load.

3. Impact of Manual Operations:

- Manual bar screens reduce the plant's capacity by 3 MGD (from 12 MGD to 9 MGD), increasing the risk of sanitary overflows during rain or septic hauler dumping. Prolonged manual operation can also lead to additional plant failures.

4. Cost Responsibility:

- While septic haulers benefit from the bar screen, its primary function is to protect the plant from debris entering the system via the wastewater collection network.

5. Septic Hauler Fees:

- Haulers currently pay an annual permit fee and a per-dump fee, which are reportedly lower than neighboring utilities. It's worth noting that the permit fee is tied to TCEQ compliance, not plant access, and the city allows dumping as a courtesy, not a legal obligation.

Requested Action: Consider approval and award to Stolz Mechanical Contractors, LLC in the amount of \$4,455,200.00.

Funding Summary: Funding for this item is available in Project Budget Number 523227. This project was approved in the FY 23/24 Community Investment Program.

Purchasing Summary: This contractor was evaluated and selected through the best value bid process under RFP 24-7975 RNG.

Community Engagement Summary: The work is located within the boundaries of the Hollywood Road Wastewater Treatment Facility. Coordination will occur with water reclamation facility personnel as the project progresses. This project will ensure reliability of the treatment of wastewater for the facility. Construction of the project is not anticipated to have physical impact on the surrounding community.

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

Attachments: 1. 24-7975

RFP 24-7975 RNG - HRWRF Headworks Improvements

Scoring Summary

Active Submissions

	Total	Price	Bidder Qualifications	Safety Record Questionnaire
Supplier	/ 100 pts	/ 50 pts	/ 45 pts	/ 5 pts
Stolz Mechanical Contractors, LLC	90	50 (\$4,455,200.00)	36.33	3.667
MH Civil Constructors, Inc.	75.7	31.7 (\$7,027,000.00)	39.33	4.667

Eliminated Submissions

	Price	Bidder Qualifications	Safety Record Questionnaire
Supplier	/ 50 pts	/ 45 pts	/ 5 pts
ROOFS INC	50 (\$320,000.00)	-	-



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Infrastructure
Department: Capital Projects Development and Engineering
Contact Person: Michael Price, Director of Utilities

Agenda Caption: CONSIDER AWARD - HOLLYWOOD ROAD WASTEWATER REHABILITATION FACILITY SLUDGE THICKENING IMPROVEMENTS CONSTRUCTION CONTRACT

This item considers the award of a construction contract for the Hollywood Road Wastewater Reclamation Facility Sludge Thickening Improvements project. This project will take place in the existing solids handling buildings and will include the rehabilitation of various components within the facility.

Award to: Stolz Mechanical Contractors, LLC.

Amount: \$6,080,000.00

Funding Source: Water and sewer revenue bond proceeds

Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of a construction contract for the Hollywood Road Wastewater Reclamation Facility Sludge Thickening Improvements project. This project will take place in the existing solids handling buildings and will include improvements to the polymer feed and thickening improvements in Building 1400 and the replacement of the WAS/SCUM pump system in Building 800.

This project is necessary to maintain effective plant operations and regulatory compliance until the plant replacement project is complete. Staff has requested the design engineer of the plant replacement project to explore the possibility of integrating and salvaging the improvements made through this project.

Sludge thickening is a critical process in wastewater treatment plans, aimed at reducing the water content of sludge to decrease its volume and enhance the efficiency of subsequent treatment or disposal. Properly thickened sludge optimizes the operation of downstream processes, such as digestion, de-watering, and incineration, by improving energy efficiency, reducing chemical requirements, and minimizing the footprint of treatment facilities.

If sludge is not adequately thickened, the plant may face several challenges including increased operational costs due to excessive energy consumption and chemical usage, overloading of treatment units, and difficulties in managing the larger volume of liquid sludge. Poorly thickened sludge can also lead to inefficient digestion, reduced biogas production, and higher costs associated with sludge disposal or reuse. Ultimately, insufficient thickening compromises the overall performance and sustainability of the wastewater treatment plant.

Requested Action: Consider approval and award to Stolz Mechanical Contractors, LLC in the amount of \$6,080,000.00.

Funding Summary: Funding for this item is available in Project Budget Number 520393. This project was approved in the FY 23/24 Community Investment Program.

Purchasing Summary: This contractor was evaluated and selected through the best value bid process under RFP 24-7966 RNG.

Community Engagement Summary: The work is located within the boundaries of the Hollywood Road Wastewater Treatment Facility. Coordination will occur with water reclamation facility personnel as the project progresses. This project will ensure reliability of the treatment of wastewater for the facility. Construction of the project is not anticipated to have physical impact on the surrounding community.

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

Attachments: 1. 24-7966

RFP 24-7966 RNG - Hollywood Rd WRF Sludge Thickening Impro

Scoring Summary

Active Submissions

	Total	Pricing	Bidder Qualifications	Safety Record Questionnaire
Supplier	/ 100 pts	/ 50 pts	/ 45 pts	/ 5 pts
Stolz Mechanical Contractors, LLC	89.67	50 (\$6,080,000.00)	36.33	3.333
MH Civil Constructors, Inc.	86.3	42.3 (\$7,187,000.00)	39.33	4.667



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Fiscal Responsibility
Infrastructure
Department: Water and Sewer Utilities
Contact Person: Michael Price, Director of Utilities

Agenda Caption: CONSIDER PURCHASE - SELF PRIMING PUMP FOR USE AT RIVER ROAD WATER RECLAMATION FACILITY

This item considers the purchase of a Gorman-Rupp trailer-mounted, diesel-powered, self-priming water pump for use at the River Road Water Reclamation Facility.

Award to: Zone Industries (Buyboard #672-22)

Amount: \$63,483.00

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This acquisition includes a Gorman-Rupp trailer-mounted, diesel-powered, self-priming water pump. This equipment will be instrumental in maintaining operational efficiency within our wastewater treatment processes. Specifically, the pump is designed to manage the transfer of water from large, gravity-fed basins, especially in instances where blockages may occur, impeding the treatment flow. Additionally, this pump will be a critical resource in emergency situations, providing reliable support for the rapid evacuation or temporary relocation of water as necessary to ensure continuous operations.

Requested Action: Requesting approval of purchase to Zone Industries.

Funding Summary: Funded from account 52260.68300. Current balance \$602,764.87.

Purchasing Summary: This pump is being purchased through Buyboard #672-22 to replace the current pump. The current pump was purchased over 10 years ago, and has reached its end of life.

Community Engagement Summary: N/A

Staff Recommendation: City staff are recommending the approval of purchase.

Attachments: 1. TB25-8023

ZONE INDUSTRIES

TRACIE SPENCER

713-783-8530

TSPENCER@ZONEINDUSTRIES.COM

GREG RAMALHO

GRAMALHO@ZONEINDUSTRIES.COM

Line Number			Quantity
1	720 18	Centrifugal Pumps, Stationary	1.00
	Moyno		
	1 EA GORMAN RUPP SEPF PRIMING PUMP		
Vendor Number	Name		Unit Cost
			Extended Price
491551	ZONE INDUSTRIES, LLC		63,483.0000
			63,483.00

TOTALAMOUNT BID \$63,483.00



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Public Safety
 Technology and Innovation
Department: Police Department
Contact Person: Martin Birkenfeld, Chief of Police

Agenda Caption: CONSIDER PURCHASE - LICENSE PLATE READERS FOR THE AMARILLO REGIONAL CRIME CENTER

This item considers the purchase of a subscription-based solution for the expansion of fixed License Plate Readers. Twenty (20) cameras will be installed near interstate highways to support the Amarillo Regional Crime Center (ARCC).

Award to: Insight Public Sector, Inc. (Omnia Contract Number: 23-6692-03 [Cobb County])

Amount: \$105,400.00

Funding Source: This purchase will be grant funded by FY24 COPS Technology and Equipment Program.

Is the item budgeted? Yes

Agenda Item Summary: This item considers the purchase of a subscription-based solution for the expansion of twenty (20) fixed License Plate Readers (LPR) to be installed near interstate highways in Amarillo to support the Amarillo Regional Crime Center (ARCC). This includes the purchase and installation of the LPR equipment around the peripheral of the Project Safe Neighborhoods (PSN) zone, which was identified using an evidence-based approach to reduce violent crime. This includes a period for trial and implementation of the system for integration.

Requested Action: Approval for purchase of additional License Plate Readers for the ARCC.

Funding Summary: This purchase will be grant funded by FY24 COPS Technology and Equipment Program.

Purchasing Summary: This purchase will be made under Omnia Partners Contract Number: 23-6692-03 [Cobb County]

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends the approval of the purchase of license plate readers for the Amarillo Regional Crime Center, awarded to Insight Public Sector, Inc. in the amount of \$105,400.00.

Attachments: 1. TB25-8041

QUOTE NO. 0227772192
OMNIA CONTRACT NO.23-6692-03

Line Number	Quantity
1	16.00

680 87 Surveillance Cameras and
Counter Surveillance Equipment

PS-IMP-EXST

FLOCK GROUP PROFESSIONAL SERVICES

INFRASTRUCTUREMOUNTING SERVICE

16

150.00

2,400.00

OMNIA PARTNERS(COBB COUNTY) IT PRODUCTS AND
SERVICES(#23-6692-03)

List Price: 195.99

Discount: 23.465 %

Vendor Number	Name	Unit Cost	Extended Price
102045	INSIGHT PUBLIC SECTOR	150.0000	2,400.00

Line Number	Quantity
2	4.00

680 87 Surveillance Cameras and
Counter Surveillance Equipment

PS-IMP-ADV-NCOAS

Flock Professional Services - Implementation

fee - Mash Tested Pole - non-coastal regionOMNIA PARTNERS(COBB COUNTY) IT
PRODUCTS AND SERVICES(#23-6692-03)List Price: 1631.99Discount:23.406 %

Vendor Number	Name	Unit Cost	Extended Price
102045	INSIGHT PUBLIC SECTOR	1,250.0000	5,000.00

Line Number	Quantity
3	1.00

680 87 Surveillance Cameras and
Counter Surveillance Equipment
FLCK-FALCON-2LE

FLOCK GROUP FALCONINFRASTRUCTURE-POWER +LTE),LICENSE PLATERECOGNITION CAMERA
WITH VEHICLE FINGERPRINT™ +MACHINE LEARNING SOFTWAREAND REAL-ALERTS FOR
UNLIMITED USERSCoverage Dates: 6-NOV-2024 - 5-NOV-2025OMNIA PARTNERS(COBB
COUNTY) IT PRODUCTS AND SERVICES(#23-6692-03)List Price: 3319.99Discount:
9.638 %

Vendor Number	Name	Unit Cost	Extended Price
------------------	------	--------------	-------------------

102045

INSIGHT PUBLIC SECTOR

3,000.0000

3,000.00

Line Number			Quantity
4	680 87	Surveillance Cameras and Counter Surveillance Equipment FLCK-FALCON-LR	19.00

Flock Speed Cam - Law Enforcement grade -Vehicle speed license plate recognitioncamera with Vehicle Fingerprint - Proprietarymachinelearning - Real-Time Alerts forUnlimited users - LTEAC Power only

Coverage Dates: 6-NOV-2024 - 5-NOV-2025 OMNIA PARTNERS(COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5532.99 Discount: 9.633 %

Vendor Number	Name	Unit Cost	Extended Price
102045	INSIGHT PUBLIC SECTOR	5,000.0000	95,000.00

TOTALAMOUNT BID \$105,400.00



Agenda Transmittal Memo

Date: December 10, 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. 8171

This item is a public hearing and first reading of an ordinance to consider the rezoning of Lot 1, Block 85, Belmar Unit No. 33, an addition to the City of Amarillo, in Section 27, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Planned Development 104 to Planned Development 104A for the construction of a building for additional storage units. (VICINITY: Danvers Dr. & Oxbow Trl.; APPLICANT/S: Barry Bedwell for Pinabetes Properties LLC)

Agenda Item Summary: Purpose: The applicant is proposing a change in zoning to construct an additional building on the site for storage units. Since the site was zoned as a Planned Development with a site-specific site plan, an amendment to the Planned Development is required.

Adjacent Zoning: Adjacent zoning consists of Residential District 1 to the north and west, General Retail District to the south and east, and Planned Development District 86 to the east.

Adjacent Land Uses: Adjacent land uses consist of single family detached homes to the north and west, medical offices to the south, and multi-tenant retail centers and a mini-storage facility to the east.

City Plan 2045 Conformance: The City Plan place type for the lot is Commercial. The applicant's request would conform with this place type and the Complete Neighborhoods Scenario.

Analysis: The applicant's site is currently developed with an office building and a building with 17 storage units located at the rear of the office building. The site was zoned as Planned Development District 104 when originally developed with a specific site layout. The original Planned Development was needed as mini-storage warehousing was not an allowed use in General Retail District (the previously assigned zoning district).

The proposed building would be 4,320 square feet and would contain a total of nine new storage units with a maximum height of 14 feet. The applicant as part of the submittal did submit a site plan for review that was found to meet typical development standards (setbacks, landscaping, parking, etc.). The site would meet all development standards of the General Retail District (the base zoning district for the current Planned Development).

The Planning and Zoning Commission is of the opinion that the applicant's expansion would have

minimal impact on neighboring properties with the screening fence being maintained and a 10-foot setback from the interior lot line being provided (five feet more than required).

Requested Action: This item is ready for consideration and a public hearing by the City Council on the non-consent agenda.

Funding Summary: N/A

Purchasing Summary: N/A

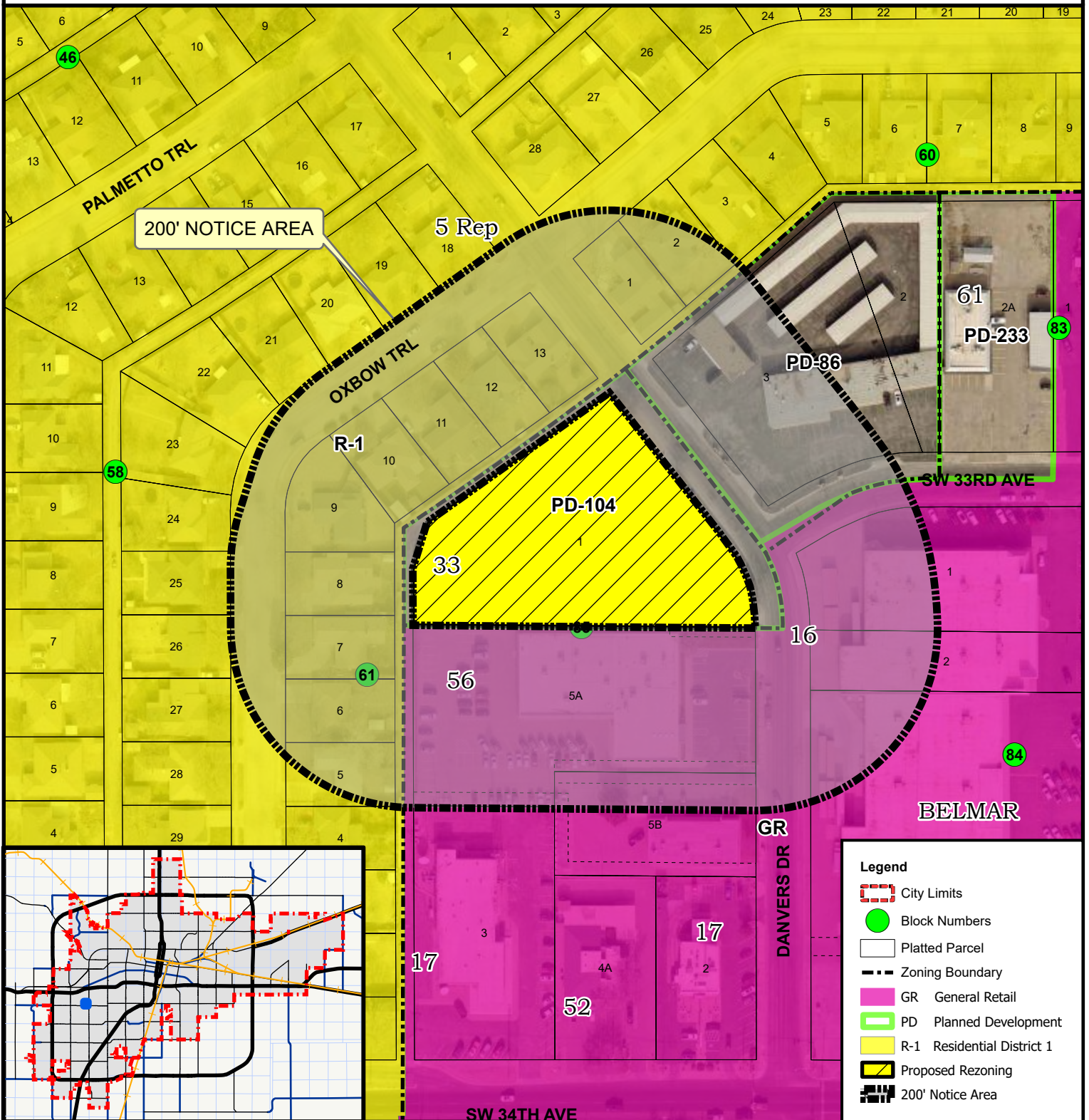
Community Engagement Summary: Notices were sent as required and no comments have been received as of this writing.

Staff Recommendation: The Planning and Zoning Commission recommended approval of the request with a 7 - 0 vote at the December 2, 2024 meeting of the Planning and Zoning Commission.

Attachments:

1. Location Map
2. Ordinance and Exhibit PD 104A

REZONING FROM PD-104 to PD-104A



CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 150 Feet
Date: 9/19/2024
Case No: Z-24-23



Z-24-23 Rezoning of Lot 1, Block 85, Belmar Unit No. 33, an addition to the City of Amarillo, in Section 27, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Planned Development 104 to Planned Development 104A for the construction of a building for additional storage units.

VICINITY: Danvers Dr. & Oxbow Trl.;
APPLICANT/S: Barry Bedwell for Pinabetes Properties LLC

AP: J-13

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

Rezoning of Lot 1, Block 85, Belmar Unit No. 33, an addition to the City of Amarillo, in Section 27, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Planned Development 104 to Planned Development 104A for the construction of a building for additional storage units, site plan attached herein as Exhibit A.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 10th day of December, 2024 and PASSED on Second and Final Reading on this the 14th day of January, 2025.

Cole Stanley, Mayor

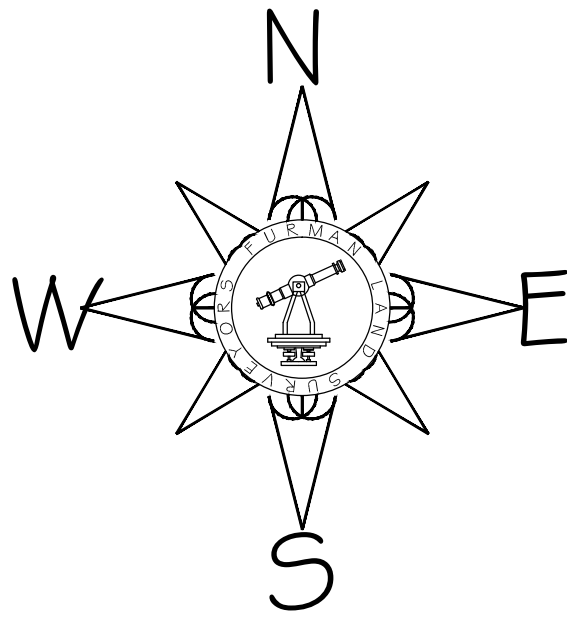
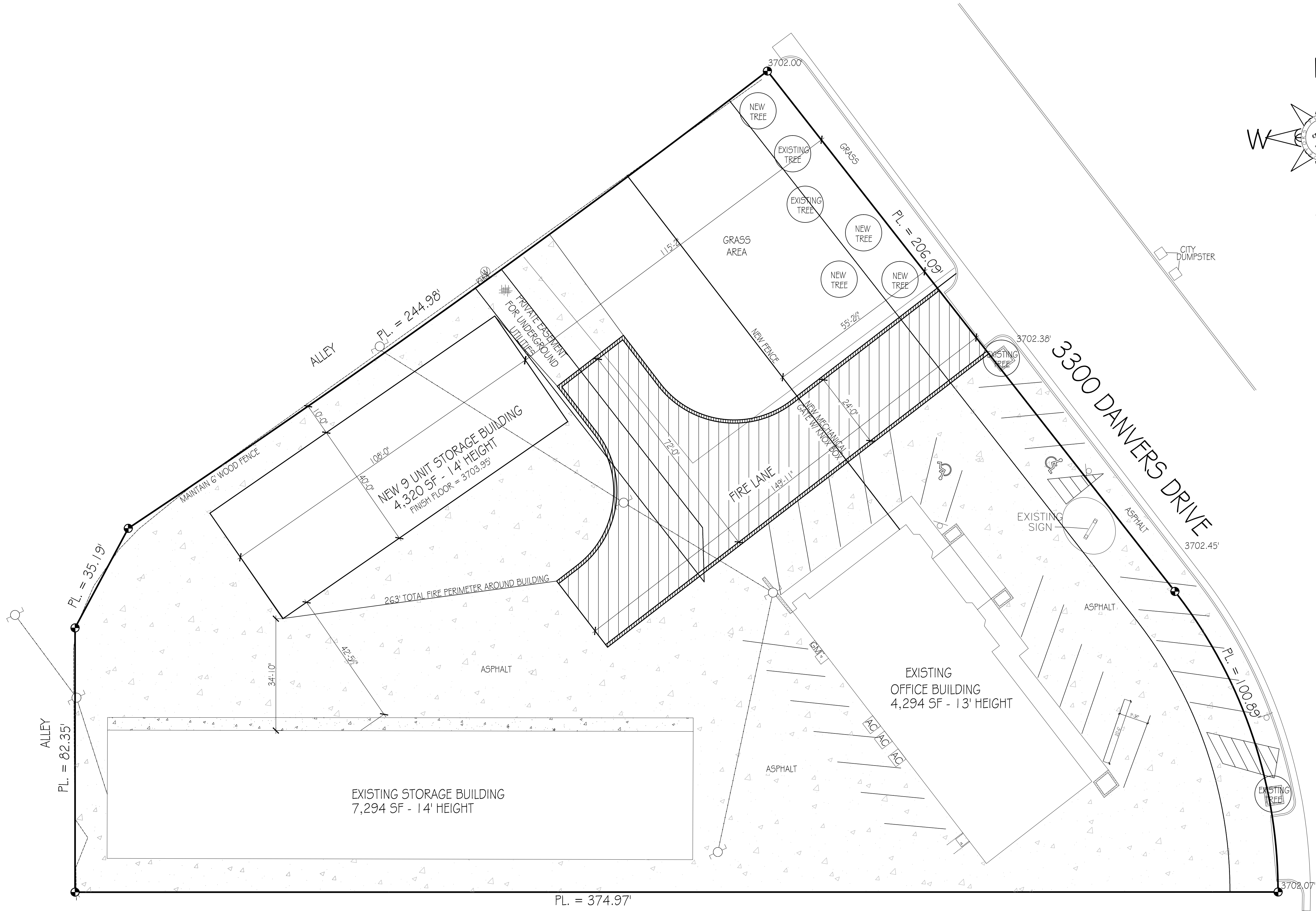
ATTEST:

Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

Exhibit A



GENERAL NOTES	
(5.0)	SMOKE DETECTORS are required in all dwellings units and must be installed in accordance with the 2015 IRC. These detectors must receive their primary power via direct wiring into the house current and be equipped with a battery back-up.
(V)	In each bathroom, a window must be operable or a mechanical vent is required.
(6)	PER THE 2015 IRC, installed in accordance with Manufacturer's instructions.
HEAT	Heating unit installed in attic may not be more than 20 feet from attic access.
NOTE:	240-24 LOCATION IN OR ON PREMISES (a) Not in vicinity of easily ignitable material. Overcurrent devices shall not be located in the vicinity of easily ignitable material such as clothes closets.

- All parking and driveways shall conform to the requirements of Section 9 of the Development Policy Manual of the City of Amarillo unless otherwise noted.
- All exterior lighting shall be directed onto the property in such a manner to minimize or eliminate glare across adjacent property lines.
- No signs shall be operated on the property that use or have attached any flashing, pulsating, or rotating lighting source or reflector. No portable signs will be allowed.
- Signs shall conform to the City of Amarillo Sign Ordinance for General Retail District (GR).
- Any additional bulk or area requirements not specifically noted on this site plan shall comply with the zoning district in which the property was located prior to this rezoning.
- Any and all utility relocations or adjustments required for this development shall be the responsibility of the developer/s.
- All fencing, screening, landscaping, driveways, and parking areas shall be maintained in good condition at all times by the owners. All landscaping to be installed prior to receiving a certificate of occupancy, or within six months of occupying structures if bad weather exists. All landscape material, trees, grass, shrubs, etc., shall be installed on the site in the same manner as depicted on this site plan and all landscaped areas shall be served with a sprinkler system.
- The approval of this development by the City of Amarillo in no way shall alter or abrogate requirements of the International Building Code as adopted and amended by the City of Amarillo.
- Any use, other than that allowed under the previous zoning classification or that which is specified by this site plan, will require a zoning amendment.
- The City of Amarillo or its franchised utility shall not be required to replace any obstructions, paving, or plantings that must be removed during the course of maintenance, construction, or reconstruction within any public utility or drainage easement.
- All exterior mechanical equipment shall be located and/or screened in such a manner as to eliminate or minimize noise and visual impact to adjacent properties.
- All surface storm water collected on this site shall drain directly to adjacent public right-of-way or by other means if approved by the City Engineer.
- The developer shall comply with all ADA requirements where required.

LANDSCAPE ORDINANCE COMPLIANCE SCHEDULE

LANDSCAPING REQUIREMENTS			
A. TOTAL LOT AREA	62,392 SQ. FT.		
B. TOTAL BUILDING FOOTPRINT	15,300 SQ. FT.		
C. TOTAL REQUIRED LANDSCAPED AREA	1,591 SQ. FT.		
D. TOTAL AREA OF LANDSCAPING PROVIDED	6,057 SQ. FT.		
STREET TREE REQUIREMENTS			
E. TOTAL LENGTH OF DANVERS DRIVE FRONTAGE	307.07'		
F. TOTAL NUMBER OF TREES REQUIRED ON STREET FRONTAGE	6		
G. TOTAL NUMBER OF TREES PROVIDED ON STREET FRONTAGE	6		
PARKING LOT TREE REQUIREMENTS			
H. TOTAL NUMBER OF PARKING SPACES	24		
I. TOTAL NUMBER OF TREES REQUIRED PER PARKING SPACES	1		
J. TOTAL NUMBER OF TREES PROVIDED PER PARKING SPACES	2		
LANDSCAPING POINTS SYSTEM			
POINTS CATEGORIES		POSSIBLE POINTS	POINTS EARNED
1. 75% OF ALL PLANT MATERIALS ARE WATER EFFICIENT AS LISTED WITHIN THE RECOMMENDED PLANT LIST		15	15
2. FOR ALL REQUIRED TREES, EACH TREE SIZE MEETS OR EXCEEDS THREE (3) CALIPER		2	2
3. PRESERVATION OF EACH EXISTING HEALTHY TREE TWO CALIBER INCHES OR GREATER		2	2
4. SUBSURFACE IRRIGATION IS USED FOR ALL TURF GRASS		10	10
5. DRIP IRRIGATION SYSTEMS ARE USED WITHIN ALL PLANTING BEDS		5	0
6. PERMEABLE WEED BARRIER INSTALLED IN ALL PLANTING BEDS		2	2
7. LANDSCAPED AREA PROVIDED EXCEEDS REQUIREMENT BY AN ADDITIONAL 10%		2	2
8. INSTALLATION OF EACH ADDITIONAL PARKING LOT TREE ABOVE THE MINIMUM REQ.		2	2
9. ROOT BARRIERS ARE USED TO PREVENT LANDSCAPE DAMAGE AS TREES GROW		5	0
10. MORE THAN 50% OF TOTAL REQUIRED LANDSCAPED AREA IS BLUE GRASS OR OTHER COOL SEASON TURF GRASS. THIS DOES NOT INCLUDE TALL TURF-TYPE FESCUE VARIETIES		-5	0
11. PLANTING OF EACH VARIETY OF TREE NOT LISTED ON THE RECOMMENDED PLANT LIST		-2	0
*B&A # 6 - NOT APPLICABLE			
TOTAL POINTS EARNED			35

NOTE: ALL LANDSCAPING EXCEPT 4 NEW TREES IS EXISTING

LANDSCAPING

8,057 SF GRASS AREA
4 EXISTING TREES
4 NEW TREES

OLD LEGAL DESCRIPTION

Lot 1, Block 85, Belmar, Unit No 33 in Section 27, Block 9, B5#F Survey, Randall County, Texas, and one-half of all bounding streets, alleys and public ways, currently zoned "GR" General Retail District TO CHANGE TO "PD" PLANNED DEVELOPMENT DISTRICT FOR OFFICES AND MINI-STORAGE WAREHOUSES, as shown on the site plan filed in the office of the Director of Planning and made a part hereof. (Vicinity of S.W. 34th and Danvers)

LEGAL DESCRIPTION

BELMAR #33, BLOCK 85, E IRREG 176FT OF LOT 1 AMARILLO, RANDALL CO., TEXAS

REQUESTED ZONING PD-104A

Bedwell General Contractors, LLC
7010 SW 45th Ave #1
Amarillo, Texas 79109
806-433-9609
Piniabetes Properties
PO Box 32428
Amarillo, Texas 79120
—HOURS OF OPERATION: M-F 8:00-5:00

Site Plan

SCALE:
1/16" = 1'-0"

SHEET
1 OF 1

DATE
JULY 2024

PLAN NO
24041

Copyright ©
This plan is for construction of one building only and is not to be copied in any way without the written permission of
Cobblestone Custom Home Design Inc.

REVISIONS		
1.)		
2.)		
3.)		

A New Building For:
Pinabetes Properties
3300 Danvers Drive

COBBLESTONE
Owners Jarrod Moore
Holly Griffin
806.322.3200
Custom Home Design, Inc.



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Business Friendly Community
Communication
Fiscal Responsibility
Infrastructure
Public Safety
Technology and Innovation

Department: City Manager's Office

Contact Person: Rich Gagnon, Assistant City Manager and CIO

Agenda Caption: CONSIDER AWARD - ANNUAL RENEWAL OF DIGITAL HUMAN AGREEMENT

This item considers the award of an agreement for digital human software.

Award to: Dell

Amount: \$553,052.00

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: Licenses extension for hosted digital human as the COA team builds an on-site replacement.

Requested Action: Requesting approval of purchase

Funding Summary: 620076.17400.1040

Purchasing Summary: N/A

Community Engagement Summary: The City has established a resident group for beta testing and roadmap feedback and will continue to co-develop with our residents.

Staff Recommendation: Recommend approval

Attachments: None



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Public Safety
Department: City Secretary
Contact Person: Stephanie Coggins, City Secretary

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8172

This item is the first reading of an ordinance providing for a variance to distance regulations prohibiting the sale of alcoholic beverages within 300 feet of a public school in accordance with Texas Alcoholic Beverage Code Section 109.33(e) and Amarillo Municipal Code Section 14-3-5. (Applicant: S.E.A. MARKET; Vicinity: 34th Ave. and Georgia St.)

Agenda Item Summary: The applicant is operating a grocery store with a primary business model of off-premise consumption. In hopes of adding options and opportunity for the community to have the ability to buy Asian products, the applicant is proposing the sale of Asian beer and wine. The applicant applied for, and was ultimately denied, an Alcohol Business License (ABL). Denial of the ABL was based on the fact that the proposed site does not meet the minimum separation distance of 300' that a business selling alcoholic beverages needs to maintain from a public school (Coronado Elementary School at 3210 Wimberly Rd.) The grocery store is operating in an area zoned General Retail (GR) which allows for the use of a grocery store with off-premise alcohol sales.

As measured, the applicant's site is approximately 17.5' from Coronado Elementary School. Public and private schools are measured using the "As the Crow Flies" method, in a direct line from the property line of the school to the property line of the proposed location. This method is uniquely different from churches as they are measured using the "Street Front" method, along the property lines of the street fronts and from front door to front door, and in a direct line across intersections. As such, the applicant is now requesting a variance.

The surrounding area currently has two (2) ABL's within the 300' setback to the school and those are:

1. 34th Street Discount – 2514 SW 34th – Issued Dec. 29, 2004
 - 72' property line to property line
2. Toot N Totum – 3320 S. Georgia – Variance Granted Nov. 28, 2017
 - ~80' property line to property line

Each of the above locations can continue to request an ABL moving forward and will be considered "grandfathered" for any subsequent request by another potential tenant. Each of these locations currently operate under an off-premise business model but once an ABL is issued, the location can switch from Off-Premise to On-Premise and is only subject to zoning restrictions at that point.

There are a couple of exceptions to the 300' minimum separation distance, which are sales/transfers,

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: Staff reached out to Amarillo Independent School District to seek their position on this variance request. An email was received back stating they would be in support of the variance presented on behalf of S.E.A. MARKET to sell alcohol.

Staff Recommendation: N/A

Attachments:

1. Ordinance No. 8172 - 300ft Alcohol Variance SEA Market
2. Letter from SEA Market
3. AISD Correspondence re Variance Request for 2632 SW 34th Ave_Redacted

ORDINANCE NO. 8172

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS:
PROVIDING FOR A VARIANCE TO DISTANCE
REGULATIONS PROHIBITING THE SALE OF ALCOHOLIC
BEVERAGES WITHIN THREE HUNDRED (300) FEET OF A
PUBLIC SCHOOL IN ACCORDANCE WITH THE TEXAS
ALCOHOLIC BEVERAGE CODE, SECTION 109.33(e), AND
AMARILLO MUNICIPAL CODE, SECTION 14-3-5;
PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING
FOR A REPEALER CLAUSE; PROVIDING FOR
CONTINUATION AND AN EFFECTIVE DATE.

WHEREAS, Naomi Vang, business owner of S.E.A. MARKET, located approximately at 34th and Georgia St., applied for a variance to distance regulations prohibiting the sale of alcoholic beverages within three hundred (300) feet of a public school, Coronado Elementary school; and

WHEREAS, the Texas Alcohol Beverage Code, Section 109.33(a), enables cities to enact regulations prohibiting the sale of alcoholic beverages by a dealer whose place of business is within three hundred (300) feet of a public school; and

WHEREAS, the City of Amarillo, Texas, has enacted Section 14-3-5 of the City of Amarillo Municipal Code prohibiting the sale of alcoholic beverages by a dealer whose place of business is within three hundred (300) feet of a public school; and

WHEREAS, the Texas Alcoholic Beverage Code, Section 109.33(e), permits the governing body of a municipality to allow variances to the distance regulations in appropriate situations as listed below.

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

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

SECTION 2. Variance. The City Council, as the governing board of the City of Amarillo, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, and after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines that enforcement of the distance regulation in this particular instance:

- _____ would not be in the best interest of the public.
- _____ would constitute waste or inefficient use of land or other resources.
- _____ would create an undue hardship on the applicant.
- _____ would not serve its intended purpose.
- _____ would not be effective or necessary.
- _____ would not be in the best interest of the community.

SECTION 3. The City Council hereby approves and grants a variance to Section 14-3-5 of the City of Amarillo Municipal Code, which was enacted pursuant to the Texas Alcoholic Beverage Code, Section 109.33(a)(1), for the sale of alcoholic beverages for on and off-premise consumption at 2632 SW 34th Ave. Amarillo, TX 79109.

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

SECTION 6. Continuation. Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance repealed by this Ordinance.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on
First Reading on this the 10th day of December 2024 and PASSED on Second and Final Reading
on this the 14th day of January 2025.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Amarillo City Council

Attn: Stephanie Coggins, City Secretary
PO Box 1971
Amarillo, Tx. 79105-1971

October 31. 2024

Re: Application for Wine and Malt Beverage Retailer's Off-Premise Permit (BG)
Location: S.E.A MARKET, 2632 SW 34TH Ave, Amarillo Tx.

Dear City Council Members,

I am writing to request a variance of the city code which prohibits the sale of alcohol at the location listed above. I am requesting to have the ability to sell Asian beer and wine to the community. My primary purpose of business is and will remain as a grocery store. I opened this type of business to add options and opportunity for the community to have the ability to buy Asian products. I do not feel that obtaining the Wine and Malt Beverage Retailer's Off-Premise Permit (BG) will affect the health, safety or welfare of the public. Please consider allowing approval of my permit. Your time is greatly appreciated.

Respectfully,

Naomi Vang
Owner.

From: [Kirk Self](#)
To: [Coggins, Stephanie](#)
Subject: Variance Request for 2632 SW 34th Ave
Date: Monday, December 2, 2024 4:47:08 PM

You don't often get email from kirk.self@amaisd.org. [Learn why this is important](#)

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Stephanie

Amarillo ISD would be in support of variance presented to Amarillo ISD on behalf of SEA Market to sell alcohol. If any further questions, please contact me at [REDACTED]

Kirk Self
Chief Operations Officer
Amarillo ISD
[REDACTED]

DISCLAIMER: The Amarillo Independent School District does not discriminate on the basis of race, color, religion, age, gender, disability, national origin, military status, genetic information, or any other basis prohibited by law.

CONFIDENTIALITY NOTICE: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient, disclosure, copying, re-distribution or other use of any of this information is strictly prohibited. If you received this email in error, please immediately notify the sender and delete this email and any attachments. Your receipt of this communication does not waive any applicable privilege. Amarillo ISD reserves the right to monitor all electronic communications transmitted by the Amarillo ISD network.



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Public Safety
Department: City Secretary
Contact Person: Stephanie Coggins, City Secretary

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8173

This item is the first reading of an ordinance providing for a variance to distance regulations prohibiting the sale of alcoholic beverages within 300 feet of a private school in accordance with Texas Alcoholic Beverage Code Section 109.33(e) and Amarillo Municipal Code Section 14-3-5. (Applicant: Moonwater Cafe; Vicinity: SW 6th Ave. and S Carolina St)

Agenda Item Summary: The applicant is operating a boutique cafe with a primary business model of on-premise consumption. The applicant is proposing the sale of beer and wine. The applicant applied for, and was ultimately denied, an Alcohol Business License (ABL). Denial of the ABL was based on the fact that the proposed site does not meet the minimum separation distance of 300' that a business selling alcoholic beverages needs to maintain from a private school (San Jacinto Christian Academy at 501 S Carolina St) The cafe is operating in an area zoned Light Commercial (LC) which allows for the use of a restaurant with on-premise alcohol sales.

As measured, the applicant's site is approximately 59.5' from San Jacinto Christian Academy. Public and private schools are measured using the "As the Crow Flies" method, in a direct line from the property line of the school to the property line of the proposed location. This method is uniquely different from churches as they are measured using the "Street Front" method, along the property lines of the street fronts and from front door to front door, and in a direct line across intersections. As such, the applicant is now requesting a variance.

The surrounding area currently has one (1) ABL within the 300' setback to the school and that is:

1. Old Tascosa Brewing Company – 3100 SW 6th – Issued Jun. 18, 2019 (with a variance granted for the setback)
 - ~210' property line to property line

The above location can continue to request an ABL moving forward and will be considered "grandfathered" for any subsequent request by another potential tenant. This location currently operates under an on-premise business model, but once an ABL is issued, the location can switch from On-Premise to Off-Premise and is only subject to zoning restrictions at that point.

There are a couple of exceptions to the 300' minimum separation distance, which are sales/transfers, renewals of existing licenses (treated as a sale/transfer) or a variance. In this instance,

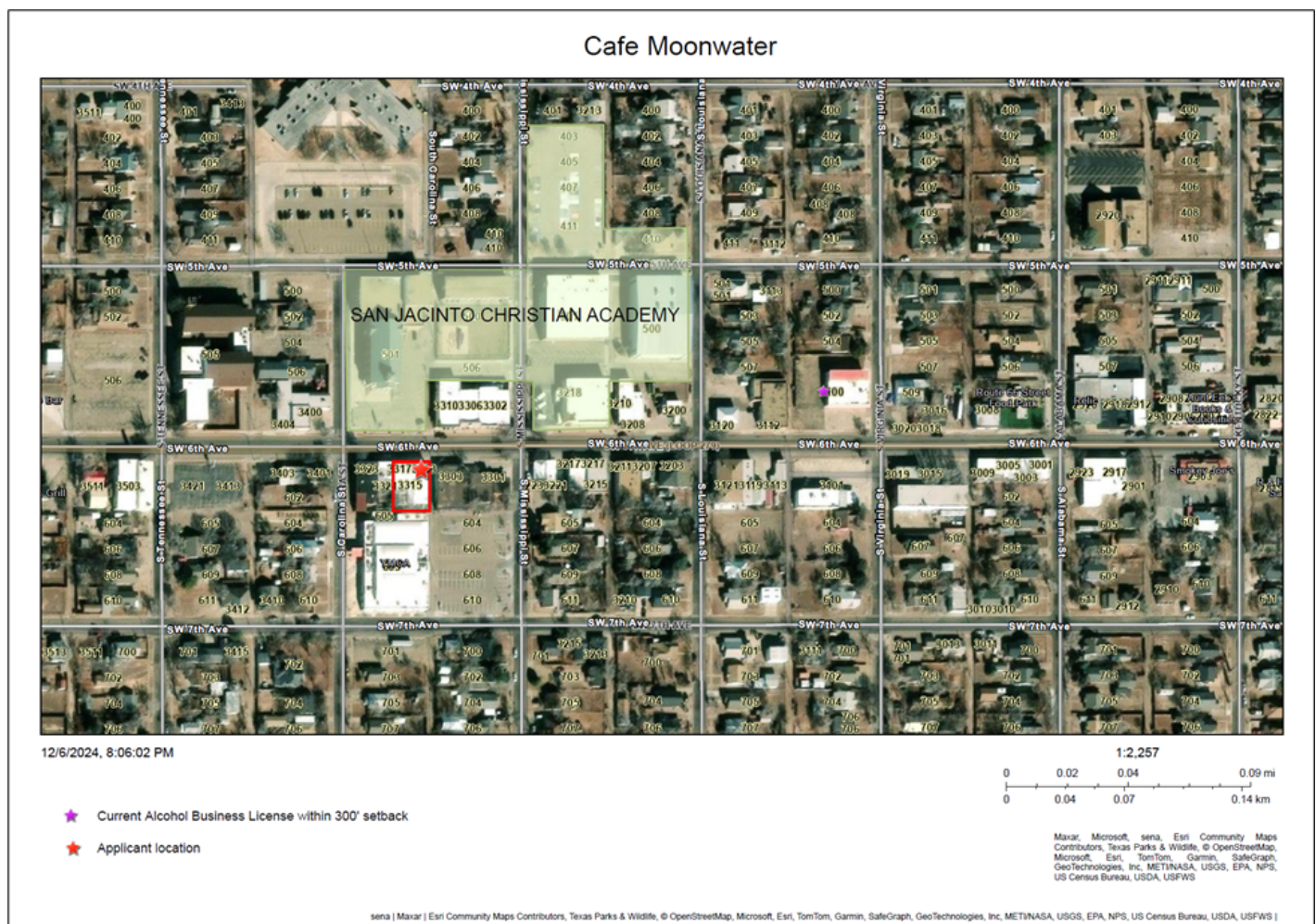
sales/transfers and renewal would not apply as this property has not had an Alcoholic Beverage License in the past, leaving a variance as the only option for the applicant.

City Council may consider allowing a variance if they find that enforcement of the regulation:

- Is not in the best interest of the public,
- Constitutes waste or inefficient use of land or other resources,
- Creates an undue hardship on an applicant for a license or permit,
- Does not serve its intended purpose,
- Is not effective or necessary, OR,
- Is, for any reason, after consideration of the health, safety, and welfare of the public and the equities of the situation, not in the best interest of the community.

The applicant provided an email requesting the variance which is attached.

A map showing the location of the applicant's site, San Jacinto Christian Academy and businesses who have a current legal ABL is shown below:



Requested Action: Consideration of the item presented

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: N/A

Attachments:

1. Ordinance No. 8173 - 300ft Alcohol Variance Cafe Moonwater
2. Request for variance - Cafe Moonwater

ORDINANCE NO. 8173

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS:
PROVIDING FOR A VARIANCE TO DISTANCE
REGULATIONS PROHIBITING THE SALE OF ALCOHOLIC
BEVERAGES WITHIN THREE HUNDRED (300) FEET OF A
PRIVATE SCHOOL IN ACCORDANCE WITH THE TEXAS
ALCOHOLIC BEVERAGE CODE, SECTION 109.33(e), AND
AMARILLO MUNICIPAL CODE, SECTION 14-3-5;
PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING
FOR A REPEALER CLAUSE; PROVIDING FOR
CONTINUATION AND AN EFFECTIVE DATE.

WHEREAS, Marci Abrahamson, business owner of Cafe Moonwater, located approximately at SW 6th Ave. and S Carolina St., applied for a variance to distance regulations prohibiting the sale of alcoholic beverages within three hundred (300) feet of a private school, San Jacinto Christian Academy; and

WHEREAS, the Texas Alcohol Beverage Code, Section 109.33(a), enables cities to enact regulations prohibiting the sale of alcoholic beverages by a dealer whose place of business is within three hundred (300) feet of a public school; and

WHEREAS, the City of Amarillo, Texas, has enacted Section 14-3-5 of the City of Amarillo Municipal Code prohibiting the sale of alcoholic beverages by a dealer whose place of business is within three hundred (300) feet of a public school; and

WHEREAS, the Texas Alcoholic Beverage Code, Section 109.33(e), permits the governing body of a municipality to allow variances to the distance regulations in appropriate situations as listed below.

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

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

SECTION 2. Variance. The City Council, as the governing board of the City of Amarillo, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, and after

consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines that enforcement of the distance regulation in this particular instance:

- _____ would not be in the best interest of the public.
- _____ would constitute waste or inefficient use of land or other resources.
- _____ would create an undue hardship on the applicant.
- _____ would not serve its intended purpose.
- _____ would not be effective or necessary.
- _____ would not be in the best interest of the community.

SECTION 3. The City Council hereby approves and grants a variance to Section 14-3-5 of the City of Amarillo Municipal Code, which was enacted pursuant to the Texas Alcoholic Beverage Code, Section 109.33(a)(1), for the sale of alcoholic beverages for on and off-purpose consumption at 3313 SW 6th Ave, Amarillo, TX 79106.

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

SECTION 6. Continuation. Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance repealed by this Ordinance.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 10th day of December 2024 and PASSED on Second and Final Reading on this the 14th day of January 2025.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

From: [Marci Loring](#)
To: [@CitySecretary](#)
Subject: Request for variance
Date: Friday, November 15, 2024 7:11:25 PM

Some people who received this message don't often get email from marcimoonwater@yahoo.com. [Learn why this is important](#)

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Hello, I'm the owner of a Boutique Cafe. I have applied for a Wine and beer license here in Amarillo and have gone through all the steps and paperwork. I received a letter from the city saying because of being located across the street from a private school I'd need to apply for a variance. I would like to come before the city with my situation and I have approval from the school and neighborhood.

Thank you,

Marci Abrahamson

Cafe Moonwater

3313 SW 6th street

Amarillo, Texas 79106

806-236-1799

[Sent from Yahoo Mail for iPad](#)



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Business Friendly Community
Communication
Fiscal Responsibility
Infrastructure
Public Safety
Technology and Innovation

Department: City Secretary

Contact Person: Stephanie Coggins, City Secretary, Bryan McWilliams, City Attorney

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8174

This item is the first reading of an ordinance amending the Amarillo Municipal Code to codify an amendment to the Amarillo City Charter, Article V, Section 3. The amendment was passed by voters as "Proposition E" on the ballot for the City of Amarillo November 5, 2024 Special Election.

Agenda Item Summary: This item will codify amendments to the Amarillo City Charter that were passed by citizens at the November 5, 2024 Special Election.

Requested Action: Consider the ordinance for approval

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: An election was held on November 5, 2024 at which Proposition E passed.

Staff Recommendation: Approve the item as presented.

Attachments: 1. Ordinance No. 8174 ORD-Charter amend-Nov 2024 (1)

11/25/2024_____

ORDINANCE NO. 8174

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE TO CODIFY AN AMENDMENT TO THE AMARILLO CITY CHARTER, ARTICLE V, SECTION 3; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; DIRECTING CERTIFICATION TO THE TEXAS SECRETARY OF STATE.

WHEREAS, on November 5, 2024, the majority of voters voting in a special election of the City of Amarillo approved an amendment to the City of Amarillo home rule Charter, Article V, Section 3 and the results of such election have been duly canvassed; and,

WHEREAS, state law requires that charter amendments do not become effective until the governing body enters an order declaring the charter amendment is adopted; and,

WHEREAS, this ordinance now adopts and affirms the amendment and authorizes the codified version of the charter in the Municipal Code of Ordinances be amended to conform to and enact that election result.

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

SECTION 1. That the previous Section 3 of Article V of the Amarillo City Charter is hereby repealed, and that Section 3 of Article V of the Amarillo City Charter is hereby adopted to read as follows:

Section 3. Vacancies

(a) Any vacancy in the office of the Mayor with less than twelve (12) months remaining in the term for the office, shall be filled by City Council appointment of a Councilmember to fill the remaining unexpired term for the office and until the office is filled by election. The City Council shall order a special election for the office of Mayor in the event any other vacancy in

the office occurs, with the election to be held within one hundred twenty (120) days of the vacancy.

(b) Any vacancy in the office of a Councilmember with less than twelve (12) months remaining in the term shall be filled by City Council appointment to fill the remaining unexpired term for the office and until the office is filled by election. The City Council shall order a special election for any City Council vacancy in the event any other vacancy in the office occurs, with the election to be held within one hundred twenty (120) days of the vacancy.

(c) If the Mayor or any Councilmember announce as a candidate to be elected to another public office with more than twelve months (12-months and thirty days (30-days)) remaining in their current term of office, it shall be considered that the officeholder immediately resigned from their current office and their office shall be immediately vacant by operation of law creating a vacancy in the elected office of the city held.

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Commission of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

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

SECTION 4. Publishing and Effective Date. This ordinance shall be published and become effective in accordance with law.

SECTION 5. Certification. A certified copy of this ordinance codifying an amendment to the Amarillo City Charter shall be delivered to the Texas Secretary of State.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 10th day of December 2024; and PASSED on Second and Final Reading the 14th day of January 2025.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Fiscal Responsibility
Department: City Manager's Office
Contact Person: Cole Stanley, Mayor, Jason Riddlespurger, Director of Community Development

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8175

This item is the first reading and consideration of an ordinance adopting a budget amendment pertaining to the Fiscal Year 2024/2025 budget to provide funding to the Community Development fund that will provide cold weather emergency assistance.

Agenda Item Summary: This is the first reading of an ordinance to amend the City of Amarillo 2024/2025 Budget. The City has several budgeted funds that are legally approved on an annual basis and are required to be amended if expenses exceed the total approved budget or revenue comes in less than the approved budget. This budget amendment specifically amends the 2024/2025 fiscal year budget for the Community Development Fund by an additional amount of \$100,000.

Requested Action: Approval of the ordinance to amend the City of Amarillo 2024/2025 Budget.

Funding Summary: This ordinance requests \$100,000 from City Council's [one-time/ongoing] working budget be added to the Community Development fund in order to support cold weather emergency assistance.

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Staff recommendation is to approve the 2024/2025 fiscal year budget amendment.

Attachments: 1. Ordinance_No__8175_-_Amendment_to_the_2024_25_Budget

12/04/24

ORDINANCE NO. 8175

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING A BUDGET AMENDMENT PERTAINING TO THE FISCAL YEAR 2024-2025 BUDGET TO SUPPORT THE COMMUNITY DEVELOPMENT FUND FOR COLD WEATHER EMERGENCY ASSISTANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City ordinance requires City Council to approve a budget amendment and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, Community Development is requesting additional funding to support cold weather operations for homeless and disadvantaged citizens; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2024-2025 budget and submitted to the City Council for approval and a true and correct copy is attached hereto as Exhibit "A".

WHEREAS, the City Council now finds that the approval of additional funding to the Community Development Fund for cold weather emergency assistance promotes the general welfare and protects the health and safety of Amarillo citizens.

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

SECTION 1. Pursuant to City ordinance, a budget amendment attached as Exhibit "A" is hereby authorized and approved for the fiscal year 2024-2025.

SECTION 2. That this ordinance shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 10th day of December 2024; and PASSED on Second and Final Reading the 14th day of January 2025.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT "A"

1. Community Development Fund	20110.61600	<u>\$ 100,000</u> addition
	20110.39110	<u>\$ 100,000</u> addition



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Business Friendly Community
Department: City Manager's Office
Contact Person: Floyd Hartman, Assistant City Manager

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 12-10-24-2

This item considers a resolution approving a Water Supply Agreement with Tyson Fresh Meats, Inc.

Agenda Item Summary: This agenda item is the consideration of a resolution to approve a Wholesale Water Supply Agreement between the City of Amarillo (City) and Tyson Fresh Meats, Inc. (Tyson). Under this agreement, the City will continue to provide potable water service to Tyson. This wholesale Water Supply Agreement between the City of Amarillo and Tyson Fresh Meats (Tyson) extends a partnership that has lasted over 50 years. Tyson operates a separate public water system from the City of Amarillo. The initial agreement with the previous owners was established in 1973. This agreement aims to continue the partnership for another 25 years, with the option for two 10-year extensions if both parties agree in writing. It includes provisions for current regulatory requirements and water rate adjustments. The agreement stipulates a minimum water supply of 24 million gallons per week and a maximum of 35 million gallons per week, with an instantaneous flow cap of 8,000 gallons per minute at any given time.

Requested Action: Consider approval of the resolution.

Funding Summary: This item is a revenue source for the City of Amarillo Water and Sewer Enterprise fund.

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval.

Attachments: 1. Resolution No. 12-10-24-2 RES-Tyson12.04.24FNL

RESOLUTION NO. 12-10-24-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AMARILLO APPROVING A WATER SUPPLY AGREEMENT
WITH TYSON FRESH MEATS INC. (TYSON); PROVIDING A
SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, City owns, operates, and maintains facilities for processing and distributing surface water and ground water, and through its water distribution system furnishes and delivers treated water to its customers; and

WHEREAS, the City Council of the City of Amarillo approved on July 17, 1973, the sale of water from the City's water system to IBP at the plant site located at 5000 FM1912, Amarillo, Texas 79108 ("Facility"); and,

WHEREAS, through various mergers and/or acquisitions IBP is now operating as TYSON; and,

WHEREAS, the City has supplied water to TYSON (or its predecessor) at the Facility for over 50 years; and,

WHEREAS, the parties intend to supersede and wholly replace the current Water Supply Contract between the parties with this Agreement.

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

SECTION 1. That the Agreement is approved.

SECTION 2. That the City Manager or his designee is duly authorized to execute the same.

SECTION 3. That should any part of this resolution or the specific terms of the Agreement this resolution adopts conflict with any other previous resolution, then such other resolution is repealed to the extent of the conflict with this resolution and the terms of the Agreement approved herein.

SECTION 4. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this
10th day of December 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

DRAFT



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Communication

Department: Animal Management and Welfare

Contact Person: Victoria Medley, Director of Animal Management and Welfare, Stephanie Coggins, City Secretary

Agenda Caption: CONSIDER APPOINTMENT - AMARILLO ANIMAL MANAGEMENT AND WELFARE ADVISORY BOARD MEMBER

This item considers the appointment of an individual to the Animal Management and Welfare Advisory Board.

Agenda Item Summary: David Martinez, who was appointed to the Animal Management and Welfare Board (Board) on January 1, 2022 and reappointed to serve another term beginning January 1 2025, tendered his resignation from the Board. His letter of resignation is attached to this agenda transmittal memo. This item considers making an appointment to replace Mr. Martinez and serve the remainder of his term, through December 31, 2027.

Requested Action: Consider the appointment described above.

MOTION LANGUAGE: I move to appoint _____ to replace David Martinez and serve a term through December 31, 2027.

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: Applications were accepted from mid-September to mid-October. Applications were reopened upon receiving Mr. Martinez's resignation and remained open through December 4th.

Staff Recommendation: Staff does not have any recommendations.

Attachments:

1. Letter of Resignation - Martinez
2. AMW Advisory Board Details
3. AMW Advisory Board Roster
4. AMW Advisory Board - Current Applicants

To whom it may concern,

It has been a pleasure serving on the City of Amarillo Animal Management and Welfare Advisory Board.

While the current city leadership focuses on religious issues and political issues that have no bearing in improving the overall quality of life of residents, I have decided that I am no longer willing to serve on the City of Amarillo Animal Management and Welfare Advisory Board. It has become obvious to me that the City of Amarillo leadership does not care about the thousands of stray animals that need our help. I will continue to do my part as a private individual to help bring down our stray animal population.

Regards,

David Martinez



City of Amarillo

Animal Management and Welfare Advisory Board

Board Details

The AM&W makes general recommendations to the City Council with regard to the operation of the Animal Management & Welfare Department and the enforcement of animal control state laws and City ordinances. The AM&W is responsible for hearing dangerous dog cases and deciding whether or not to deem an animal as being dangerous. The AM&W also considers applications for the display of poisonous snakes in areas zoned for retail and commercial businesses.

Overview

- ☐ **Size** 5 Seats
- ☐ **Term Length** 3 Year
- ☐ **Term Limit** 0

Additional

Enacting Ordinance or Resolution

Ordinance 7519

Agendas and Minutes

https://amarillotx.portal.civicclerk.com/?category_id=38

Animal Management and Welfare Advisory Board

Board Roster

Charlie Sanchez

2nd Term Jan 01, 2019 - Dec 31, 2024

Sandra McCartt appointed on Nov 12, 2024 to begin serving Jan 01, 2025

Appointing Authority City Council

Position Member

Les Simpson

2nd Term Nov 14, 2023 - Dec 31, 2027

Appointing Authority City Council

Position Member

Notes reappointed 11-12-24

Bethany Schilling

2nd Term Jun 22, 2021 - Dec 31, 2027

Appointing Authority City Council

Position Member

Notes reappointed 11-12-24

Andrea Slater Gulley

3rd Term May 28, 2024 - Dec 31, 2026

Appointing Authority City Council

Position Member

Notes replaced Kerry Dawson

Vacancy - [Position in need of appointment](#)

Dec 10, 2024 - Dec 31, 2027

Appointing Authority City Council

Position Member

Animal Management And Welfare Advisory Board

Current Applicants

First Name	Last Name	Date Submitted
Elpida	Artemiou	05/20/24 - 11:05
Glenn	Crowder	09/10/24 - 07:59
Jennifer	Munoz	05/15/24 - 12:55
Krishna	Paul	08/30/24 - 15:24
Jeff	Poindexter	10/08/24 - 11:56
Rudy	Preciado	11/21/24 - 19:09
Todd	Roper	09/06/24 - 19:21
Connie	Stover	10/14/24 - 08:47
Sherie	Wood	05/15/24 - 14:24



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Communication
Department: City Secretary
Contact Person: Laura Storrs, Assistant City Manager and CFO, Stephanie Coggins, City Secretary

Agenda Caption: CONSIDER APPOINTMENT - AMARILLO HOSPITAL DISTRICT BOARD OF MANAGERS MEMBER

This item considers the appointment of an individual to the Amarillo Hospital District Board of Managers.

Agenda Item Summary: On November 12, 2024, upon motion by Mayor Cole Stanley and second by Councilmember Don Tipps, City Council appointed Dr. Rolf Haversong to serve a two-year term beginning January 1, 2025 on the Amarillo Hospital District (AHD) Board of Managers. Dr. Haversong declined this appointment. This item is to make a new appointment for the two-year term beginning January 1, 2025.

Requested Action: Consider the appointments described above.

MOTION LANGUAGE: I move to appoint _____ to serve a two-year term beginning January 1, 2025.

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: Applications were accepted from mid-September to mid-October. Upon notice from Mayor Stanley that Dr. Haversong declined to serve, applications were reopened and remained open through December 4, 2024.

Staff Recommendation: Staff does not have any recommendations.

Attachments:

1. AHD Board of Managers - Board Details
2. AHD Board of Managers - Board Roster
3. AHD Board of Managers - Current Applicants



City of Amarillo

Amarillo Hospital District Board of Managers

Board Details

The Amarillo Hospital District Board of Managers (AHD) has decision-making authority related to all areas of operation and administration. They approve their annual budgets, asset management and investment, long-range planning issues, operating policies and procedures, legal requirements and oversight of AHD personnel and third-party contractors.

Overview

- ☐ **Size** 7 Seats
- ☐ **Term Length** 2 Year
- ☐ **Term Limit** 0

Additional

Enacting Ordinance or Resolution

Ordinance 7519

Agendas and Minutes

https://amarillotx.portal.civicclerk.com/?category_id=32

Amarillo Hospital District Board of Managers

Board Roster

Laura M Street

1st Term Jan 01, 2023 - Dec 31, 2024

Appointing Authority City Council

Position Member

Dr. Rolf Haversong was appointed by Council on Nov 12, 2024 but declined to accept the opportunity to serve. A new appointment will be needed for this position.

Rodney Young

4th Term Feb 16, 2016 - Dec 31, 2025

Appointing Authority City Council

Position Member

Category Do NOT Release Information

Weston Wright

3rd Term Jan 01, 2020 - Dec 31, 2025

Appointing Authority City Council

Position Member

Clarence Thomas Warren III

1st Term Jan 01, 2024 - Dec 31, 2025

Appointing Authority City Council

Position Member

Dean Frigo

4th Term Feb 16, 2016 - Dec 31, 2025

Appointing Authority City Council

Position Member

Michael R Alexander

2nd Term Jan 01, 2023 - Jan 01, 2027

Appointing Authority City Council

Position Member

□

Michelle Bonner

3rd Term Jan 01, 2021 - Jan 01, 2027

Appointing Authority City Council

Position Member

Animal Management And Welfare Advisory Board

Current Applicants

First Name	Last Name	Date Submitted
Rudy	Preciado	11/21/24 - 19:09
Darryl	Wertz	09/05/24 - 19:09
Michael	Smith	09/04/24 - 16:02



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Communication
Department: Planning and Development Services
Contact Person: Drew Brassfield, Assistant Director of Planning, Stephanie Coggins, City Secretary

Agenda Caption: CONSIDER APPOINTMENT - EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE #2 BOARD OF DIRECTORS MEMBER

This item considers the appointment of an individual to the East Gateway Tax Increment Reinvestment Zone #2 Board of Directors.

Agenda Item Summary: City Council appointed two of three needed members to the East Gateway Tax Increment Reinvestment Zone #2 (TIRZ #2) board of directors on November 12, 2024.

Requested Action: Consider an appointment to fill one vacancy.

MOTION LANGUAGE: I move to appoint _____ to fill a vacant position serving through December 31, 2025.

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: Applications were accepted from mid-September to mid-October. Prior to opening applications, the process was discussed with Council at one of its regular meetings. Information encouraging citizens to apply was also shared through the City's social media channels.

Staff Recommendation: Staff does not have any recommendations.

Attachments: 1. TIRZ2 Agenda Backup



City of Amarillo

East Gateway Tax Increment Reinvestment Zone #2 Board of Directors

Board Details

The East Gateway Tax Increment Reinvestment Zone #2 Board of Directors promotes the development or redevelopment of a certain contiguous geographic area in the City of Amarillo. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City for its approval.

Overview

- ☐ **Size** 10 Seats
- ☐ **Term Length** 2 Year
- ☐ **Term Limit** 0

Contact

- ☐ **Name** Drew Brassfield, Assistant Director of Planning
- ☐ **Email** drew.brassfield@amarillo.gov
- ☐ **Phone** (806) 378-5241

Additional

Enacting Ordinance or Resolution

Ord. 7627

Enacting Resolution Website

Agendas and Minutes

https://amarillotx.portal.civicclerk.com/?category_id=48

□

City of Amarillo

East Gateway Tax Increment Reinvestment Zone #2 Board of Directors

Board Roster

□

John Betancourt

2nd Term Jan 01, 2023 - Dec 31, 2025

Appointing Authority AC

Position Member

□

Michelle Bonner

2nd Term Jan 01, 2022 - Feb 13, 2026

Appointing Authority AHD

Position Member

Notes Per AHD Meeting held 2/1/22, reappointed per AHD meeting 2/13/24

□

Helen Burton

2nd Term Jan 01, 2020 - Dec 31, 2026

Appointing Authority Potter County

Position Member

Category Potter County

□

Doyle Corder

1st Term Aug 15, 2022 - Aug 15, 2024

Appointing Authority AISD

Position Member

Notes Appointed by AISD on 8/15/22

□

Lee Peterson

2nd Term Aug 01, 2021 - Jul 31, 2025

Appointing Authority PGCD

Position Member

Category PGCD

Notes continuing for 2nd term per DB 10//12/23

□

Blair Schaffer

1st Term Jan 13, 2023 - Jan 01, 2026

Appointing Authority Potter County

Position Member

□

Tracy Shea

2nd Term Jan 01, 2021 - Dec 31, 2024

Appointing Authority City Council

Position Member

Category City Council

Notes reappointed 11/8/22

□

David Walker

2nd Term Jan 01, 2020 - Dec 31, 2026

Appointing Authority Potter County

Position Member

Category Potter County

□

Vacancy

□

Vacancy

EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE #2 BOARD OF DIRECTORS

Number of Members: 10 **Term Length:** 2 years

Purpose: The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone.

Special requirements for members: Appointed by Potter County (3); Amarillo College (1); Panhandle Groundwater Conservation District (1); Amarillo Independent School District (1); Amarillo Hospital District (1); the City of Amarillo appoints the number necessary to fill the remaining positions (currently 3).

Members Currently Serving	Began Serving	Term Ending	Willing to Serve Again	<u>3</u> Appointments Needed Applicants/CC Nominations
Vacancy (Amarillo)	1/1/24	12/31/25	N/A	Tracy Shea*
Blair Schaffer (Potter)	1/13/23	1/13/25	N/A	
David Walker (Potter)	1/1/20	1/1/25	N/A	
Doyle Corder (AC)	8/15/22	8/15/24	N/A	
Helen Burton (Potter)	1/1/20	12/31/24	N/A	
John Betancourt (AC)	1/1/23	1/1/25	N/A	
Lee Peterson (PGCD)	8/1/21	7/31/25	N/A	
Michelle Bonner (AHD)	1/1/22	2/13/26	N/A	
Tracy Shea (Amarillo)	1/1/21	12/31/24	YES	
Vacancy (Amarillo)	11/19/19	12/31/24	N/A	

Notes:



Agenda Transmittal Memo

Date: December 10, 2024
Council Priority: Fiscal Responsibility
Department: City Manager's Office
Contact Person: Kevin Carter, Amarillo Economic Development Corporation

Agenda Caption: CONSIDER APPROVAL - AMARILLO ECONOMIC DEVELOPMENT CORPORATION (AEDC) EXPENDITURE REQUEST

This item considers a request from AEDC to approve \$724,994.63 in expenditures.

Agenda Item Summary: This item is a request from AEDC seeking City Council approval to spend \$724,994.63 on various expenditures. A list of the requested expenditures, along with detailed backup, is attached to this agenda item.

Requested Action: Consider the request presented

Funding Summary: Funding available in the 2024/2025 budget that was conditionally approved by City Council on September 30, 2024.

Purchasing Summary: N/A

Community Engagement Summary: City Council has had numerous public conversations about the need to directly approve AEDC's expenditures until a time at which a protocol can be established by City Council for overall approval of expenditures.

Staff Recommendation: Staff recommends approval of the request as presented

Attachments: 1. December 10, 2024



EXPENDITURE REQUEST

Date December 10, 2024

Total: \$724,994.63

Date of Expense	Category	Business Unit	Purpose/Project	Amount Requested
10/21/2024	Marketing	91110	Magazine Ads - Brick & Elm Yearly	7,500.00
10/29/2024	Marketing	91110	Baseball Tickets	6,358.00
11/4/2024	Project Support	91200	Appraisal for 2 Properties	4,200.00
11/19/2024	Marketing	91110	Video for CVB and AEDC	2,000.00
11/26/2024	Marketing	91110	Constant Contact - Yearly Subscription	1,800.00
12/3/2024	Project Support	91200	Business Park Rail Maintenance	9,000.00
12/10/2024	Marketing	91110	Video Estimate for Marketing	20,000.00
12/10/2024	Project Support	91200	West Texas Enterprize Challenge	580,000.00
12/16/2024	Marketing	91110	Texas EDC - Governor's Mansion	1,800.00
12/31/2024	Project Support	91200	Property Taxes for AEDC Properties (Potter)	47,186.63
1/21/2025	Marketing	91110	Site Selectors Guild Winter Summit	2,300.00
1/21/2025	Marketing	91110	SHOT Show	5,700.00
2/4/2025	Marketing	91110	MD&M West	3,900.00
2/5/2025	Marketing	91110	Consultant Connect Women's Conference	1,475.00
2/10/2025	Marketing	91110	Panhandle Days/High Ground Legislative	5,700.00
2/25/2025	Marketing	91110	Select USA - Mexico	5,050.00
2/26/2025	Marketing	91110	TEDC Legislative Conference	4,875.00
3/11/2025	Marketing	91110	Site Selectors Guild Annual Meeting	16,700.00
3/22/2025	Marketing	91110	IAMC Spring Meeting	6,950.00
			Total	\$ 724,994.63

Marketing: \$84,608.00

Project Support: \$640,386.63



Brick & Elm Magazine
P O Box 2104
Amarillo TX 79105
806-414-5235

Amarillo Economic Development Corporation

Sold To

Bill To

Proposal #: 2746

Date: Oct 21, 2024

Account Rep: Michele McAffrey

Billing Email

caylar@amarilloedc.com

Product	Rate	Discount	Net
Magazine Brick & Elm			
Jan/Feb 2025 2025 - 1/2 Page - Horizontal - 7.375 x 4.625 Inches	\$1,246.00	\$0.00	\$1,246.00
Mar/Apr 2025 2025 - 1/2 Page - Horizontal - 7.375 x 4.625 Inches	\$1,246.00	\$0.00	\$1,246.00
May/June 2025 2025 - 1/2 Page - Horizontal - 7.375 x 4.625 Inches	\$1,246.00	\$0.00	\$1,246.00
July/Aug 2025 2025 - 1/2 Page - Horizontal - 7.375 x 4.625 Inches	\$1,246.00	\$0.00	\$1,246.00
Sept/Oct 2025 2025 - 1/2 Page - Horizontal - 7.375 x 4.625 Inches	\$1,246.00	\$0.00	\$1,246.00
Nov/Dec 2025 2025 - 1/2 Page - Horizontal - 7.375 x 4.625 Inches	\$1,246.00	\$0.00	\$1,246.00

Sub Total: \$7,476.00

Sub Total	\$7,476.00
Discount	\$0.00
Tax	\$0.00
Total	\$7,476.00

Billing Terms

Invoices are sent on the 5th of each month prior to issue release date and are due in full by the 15th of that month. If payment is not received by the end of the month, a statement is sent and a courtesy call is made to receive payment. If payment is not received by the 30th of the following month, your credit or debit card will automatically be charged on the 31st (or first business day thereafter). Brick & Elm requires a valid credit card to be on file.

New advertisers must pay for their first ad upfront, unless other arrangements are made. The card on file will be charged. Ad production is included, with up to two revisions, which includes the use of copywriting, stock photography, catalog photography or existing photography. All ad and photo rights are owned by Brick & Elm. If you are interested in using your ad or photo for other publications or personal use, please contact the Publisher for pricing.

Should an account become delinquent, Brick & Elm reserves the right to refuse to publish further advertising until payment is received in full. Advertiser agrees to pay any costs of collection incurred by the publication, including collection agency fees, court costs, attorney's fees and other associated costs.

This signed contract is a personal guarantee that cannot be revoked. As an advertiser, this contract entitles you to a paid subscription of Brick & Elm.



Pamhandle Baseball Club, Inc.
SEASON SEAT AGREEMENT FORM

ORGANIZATION/BUSINESS NAME:		ACCOUNT REPRESENTATIVE	
Amarillo Economic Development Corporation		Stewart Dolbeare	
CONTACT NAME:		PHONE NUMBER:	
Kevin Carter		(806) 729-1554	
MAILING ADDRESS:			
801 S Fillmore.			
CITY/STATE/ZIP:			
Amarillo, TX 79101			
E-MAIL:		CONTRACT BEGIN DATE:	CONTRACT END DATE:
kevin@amarilloedc.com		10/29/2024	09/30/2026

PACKAGE INFORMATION:			
# OF SEATS	SEATING ZONE / COMMITMENT	PRICE PER SEAT	ANNUAL TOTAL
4	Full Season Ticket - Club Level - 3 Yr.	\$1,189.00	\$4,756.00
2	Full Season Ticket - Zone C - 3 Yr.	\$801.00	\$1,602.00
OTHER NOTES:			
SECTION (S):	ROW (S):	SEAT NUMBER (S):	
112, Club	O,C	1-2, 29-32	
			SUBTOTAL: \$6,358.00
			SALES TAX: \$0.00
			TOTAL DUE: \$6,358.00
PAYMENT INFORMATION:			

Initial next to preferred payment type: CASH: ☐ CHECK: ☐ CREDIT CARD: ☐

PAYMENT SCHEDULE:			
DUE DATE:		AMOUNT:	\$6,358.00
DUE DATE:		AMOUNT:	\$6,358.00
DUE DATE:		AMOUNT:	\$6,358.00
DUE DATE:		AMOUNT:	\$0.00
DUE DATE:		AMOUNT:	\$0.00
DATE PAID IN FULL:		04/01/2025	CLIENT'S INITIALS:

Client agrees in the case that there are multiple payments, PBC can charge their credit card on file for these transactions only. Client agrees that this Season Seat Agreement is subject to the terms and conditions attached.

YR 2 of 3

OK
K

Kevin Carter

From: Doug Nelson
Sent: Monday, November 4, 2024 2:36 PM
To: Kevin Carter
Subject: City council request for funds

Kevin,

I had a conversation with Megan Zanchettin to discuss market values on a couple of properties.

1. Approximately \$2,000 to appraise land adjacent to SGBP
2. Approximately \$2,200 to appraise land and building on the corner of Airport Blvd. and Tilt Rotor Drive.

Doug Nelson, EDFP
Senior Vice President
AEDC / TPRDC
600 S. Tyler Street, Suite 1600
Amarillo, Texas 79101
806-379-6411
Mobile: 806-584-5805



Amarillo Convention and Visitors Bureau

1000 S Polk St
Amarillo, TX 79101 US
braley@visitamarillo.com
www.VisitAmarillo.com

INVOICE

BILL TO
Caylar Harper
Amarillo Economic Development Corporation
600 S Tyler
Suite 1600
Amarillo, Texas 79101

INVOICE 1155
DATE 11/19/2024
TERMS Net 30
DUE DATE 12/19/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Misc. Service Reimbursement	AEDC Share of "This is Amarillo" Video Project - Payment 3 of 3	1	2,000.00	2,000.00

Please make checks payable to "Amarillo Convention and Visitors Bureau"
Thank you for your partnership!

BALANCE DUE

\$2,000.00

[Print](#)**Billing Activity****Amarillo EDC**

Attn: Caylar Harper
500 South Tyler Street
#1600
Amarillo TX 79101
US
P: 8063796411

Today's Date: 11/25/2024**User Name:****Billing Activity from 11/25/2023 to 11/25/2024**

Date	Description	Charge Amount	Credit Amount
11/12/2024	Invoice #1731399416	\$144.98	
11/01/2024	Invoice #1728717425	\$144.98	
10/09/2024	Invoice #1726125468	\$144.98	
09/08/2024	Invoice #1723447031	\$144.98	
07/07/2024	Invoice #1720768647	\$144.98	
06/06/2024	Invoice #1718176631	\$144.98	
05/05/2024	Invoice #1715498214	\$144.98	
04/04/2024	Invoice #1712906229	\$144.98	
03/03/2024	Invoice #1710227791	\$144.98	
02/02/2024	Invoice #1707725767	\$144.98	
01/01/2024	Invoice #1705078692	\$144.98	
01-12-2024 11:58:12 AM	Payment - Credit Card (Visa) *****5549		\$1,739.76

Billing questions? [Contact Support](#)

Constant Contact - 1601 Trapelo Road - Waltham, MA 02451 US



Quote

Quote ID: 20240926

Issue Date: 26 Sep 2024

FROM

Petrichor Company

Phone number: 8065840611

Email: derek@petrichorvideo.com

4806 Westway TR, Amarillo, Texas, 79109, United States

CLIENT

Caylar Harper

Email: caylar@amarilloedc.com

Content Marketing (Year)

Main Shoot

No date

Product / Package	Description	Unit Price	Quantity	Amount
Yearly Content Creation	For ReRoot: 2 Videos filmed per month. Videos recut into several smaller social media snippets. Interviews throughout the community with Caylar	\$10,000.00	1	\$10,000.00
Yearly Impact Videos	Shoot days dedicated to b-roll of Amarillo 20-30 photos included Several longer videos for the year focused on impact AEDC has had on individuals Combines with content throughout the year from ReRoot for larger story	\$10,000.00	1	\$10,000.00
Subtotal				\$20,000.00
Total				\$20,000.00

NOTES

Please reach out with any questions. This is meant to keep our options open to allow for creative changes throughout the year as we continue to shape the broader strokes of this project together!



TRAVEL REQUEST FORM

NAME: <u>Kevin Carter/Doug Nelson</u>		DATE: <u>12/10/2024</u>	
DEPARTURE: <u>December 16, 2024</u>		RETURN: <u>December 17, 2024</u>	
DESTINATION: <u>Austin, Texas</u>		EVENT: <u>TX EDC Governor's Reception</u>	

		Total Estimated Amount
Meals		\$200 (\$100 x 2)
Lodging		\$400.00
Transportation (taxi, shuttle, car rental)		\$150.00
Air Fare		\$1000 (\$500 x 2)
Event Registration		
*Other (includes baggage handling, parking fees, toll charges, misc. tips, etc.)		\$50.00
TOTAL EXPENSES		\$1,800.00



SHERRI AYLOR
POTTER COUNTY TAX ASSESSOR/COLLECTOR
PO BOX 2289
AMARILLO, TX 79105-2289
(806) 342-2601

2024 Tax Statement

Property Account Number:
260828

Statement Date: 10/18/2024
Owner: AMARILLO ECONOMIC DEV CORP
Mailing Address: 600 S TYLER ST STE 1600
AMARILLO TX 791012353

Property Location: 0000000 POINT WEST PKWY AMARILLO 79124-
Acres: 21.21
Legal: SECT 43 B S & F BLK 000921.21 AC TR BEG 2924.35FT N& 2717.92FT E OF
SW COR21.2100 ACRES

Exemptions: EDC

UDI: %

Assessment Ratio: 100%

IMPROVEMENT VALUE	LAND MARKET VALUE	NON-HOMESITE IMPRV	NON-HOMESITE LAND	AG VALUE	MINERAL VALUE	PERSONAL PROPERTY	TOTAL MARKET VALUE
0	0	0	424,200	0	0	0	424,200

Taxing Entities	Exemption Amount	Freeze Yr and Ceiling	Taxable Value	Tax Rate Per \$100	Base Tax
POTTER COUNTY	424,200		0	0.584960	0.00
CITY OF AMARILLO	424,200		0	0.387230	0.00
AMARILLO COLLEGE	424,200		0	0.215560	0.00
PANHANDLE WATER	424,200		0	0.008163	0.00
PW	0		0	0.000000	6,949.85

*ADDITIONAL CITY SALES TAX REDUCED YOUR CITY AD VALOREM TAX BY \$0.00.

Special Assessment Imposed in Public Improvement District (PID) are not Ad Valorem taxes

TOTAL BASE TAX 6,949.85
PENALTY & INTEREST 0.00

Property taxes in Texas are assessed as of January 1st. Tax statutes make no provisions for proration. A change of address or disposition of property during the year has no effect on the tax liability established on January 1st of the calendar year. Personal property described above becomes a personal liability if not paid. IF YOU ARE 65 OR OLDER, DISABLED OR A DISABLED VETERAN AND OCCUPY THE ABOVE DESCRIBED PROPERTY AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES. Total tax due may include additional penalty up to 20% incurred on April 1 or July 1 of the delinquency year (Tax Code Section 33.11).

Total Amount Due 6,949.85

Detach and return bottom portion with your payment. The top portion and your cancelled check is your receipt.

Sherri Aylor
Potter County Tax Assessor/Collector
PO Box 2289
Amarillo, Tx 79105-2289
(806) 342-2601

2024 Tax Statement
10/18/2024

Property Account Number:
260828

Total Amount Due 6,949.85

**** AMOUNT DUE ON RECEIPT ****

SCAN TO
PAY BY PHONE



To pay by Credit Card or E-Check scan the QR code or visit www.pottercountytax.com or call 1-877-690-3729 and use jurisdiction code 6324. A fee for these services will be charged. Timeliness of payment is determined by USPS postmark.

3783 1 AV 0.545*****AUTO**S-DIGIT 79102 5DGS 2 FT 15



AMARILLO ECONOMIC DEV CORP
600 S TYLER ST STE 1600
AMARILLO TX 79101-2352

IF PAID IN		AMOUNT DUE
FEB	7%	7,436.34
MAR	9%	7,575.34
APR	11%	7,714.34
MAY	13%	7,853.33
JUN	15%	7,992.33
JUL	18%	8,200.82



Information about Property Values and Taxes

The following information show what values, exemptions, tax rates and tax levies have been on this property for the last six years by each entity by whom taxed, and the percentage change from the prior year. A five year comparison is just below that.

Account Number: 260828

ACCOUNT HISTORY

TAXING ENTITIES	TAX YEAR	APRAISED VALUE	APPRAISAL %CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE %CHG	TAX RATE PER \$100	RATE %CHG	TAX	TAX %CHG
AMARILLO COLLEGE	2019	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2020	424,200	0.00%	58,110	366,090	0.00%	0.227900	0.00%	\$834.32	0.00%
AMARILLO COLLEGE	2021	424,200	0.00%	424,200	0	-100.00%	0.211290	-7.29%	\$0.00	-100.00%
AMARILLO COLLEGE	2022	424,200	0.00%	424,200	0	0.00%	0.223230	5.65%	\$0.00	0.00%
AMARILLO COLLEGE	2023	424,200	0.00%	424,200	0	0.00%	0.220310	-1.31%	\$0.00	0.00%
AMARILLO COLLEGE	2024	424,200	0.00%	424,200	0	0.00%	0.215560	-2.16%	\$0.00	0.00%
CITY OF AMARILLO	2019	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2020	424,200	0.00%	58,110	366,090	0.00%	0.396810	0.00%	\$1,452.68	0.00%
CITY OF AMARILLO	2021	424,200	0.00%	424,200	0	-100.00%	0.443340	11.73%	\$0.00	-100.00%
CITY OF AMARILLO	2022	424,200	0.00%	424,200	0	0.00%	0.406280	-8.36%	\$0.00	0.00%
CITY OF AMARILLO	2023	424,200	0.00%	424,200	0	0.00%	0.391950	-3.53%	\$0.00	0.00%
CITY OF AMARILLO	2024	424,200	0.00%	424,200	0	0.00%	0.387230	-1.20%	\$0.00	0.00%
PANHANDLE WATER	2019	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2020	424,200	0.00%	58,110	366,090	0.00%	0.010200	0.00%	\$37.34	0.00%
PANHANDLE WATER	2021	424,200	0.00%	424,200	0	-100.00%	0.010200	0.00%	\$0.00	-100.00%
PANHANDLE WATER	2022	424,200	0.00%	424,200	0	0.00%	0.009361	-8.23%	\$0.00	0.00%
PANHANDLE WATER	2023	424,200	0.00%	424,200	0	0.00%	0.008643	-7.67%	\$0.00	0.00%
PANHANDLE WATER	2024	424,200	0.00%	424,200	0	0.00%	0.008163	-5.55%	\$0.00	0.00%
POTTER COUNTY	2019	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2020	424,200	0.00%	58,110	366,090	0.00%	0.690150	0.00%	\$2,526.57	0.00%
POTTER COUNTY	2021	424,200	0.00%	424,200	0	-100.00%	0.705950	2.29%	\$0.00	-100.00%
POTTER COUNTY	2022	424,200	0.00%	424,200	0	0.00%	0.647250	-8.32%	\$0.00	0.00%
POTTER COUNTY	2023	424,200	0.00%	424,200	0	0.00%	0.616920	-4.69%	\$0.00	0.00%
POTTER COUNTY	2024	424,200	0.00%	424,200	0	0.00%	0.584960	-5.18%	\$0.00	0.00%
PW	2019	INFORMATION NOT AVAILABLE								
PW	2020	INFORMATION NOT AVAILABLE								
PW	2021	INFORMATION NOT AVAILABLE								
PW	2022	INFORMATION NOT AVAILABLE								
PW	2023	INFORMATION NOT AVAILABLE								
PW	2024	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2019	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2024	424,200	0.00%	424,200	0	0.00%	0.215560	0.00%	\$0.00	0.00%
CITY OF AMARILLO	2019	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2024	424,200	0.00%	424,200	0	0.00%	0.387230	0.00%	\$0.00	0.00%
PANHANDLE WATER	2019	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2024	424,200	0.00%	424,200	0	0.00%	0.008163	0.00%	\$0.00	0.00%
POTTER COUNTY	2019	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2024	424,200	0.00%	424,200	0	0.00%	0.584960	0.00%	\$0.00	0.00%
PW	2019	INFORMATION NOT AVAILABLE								
PW	2024	INFORMATION NOT AVAILABLE								

MAINTENANCE AND DEBT RATE INFORMATION

TAX YEAR	MAINT RATE	DEBT RATE

NOTE: Maint Rate = Maintenance and Operations Tax rate and Debt Rate = Interest and Sinking Tax Changes in rates. Exemptions or ceilings can make a big change in the percentage calculations. Data is not shown where information was not available. The most common reason the information was not available is that the County Tax Office was not collecting for the entity for those years or the tax record did not exist in the prior years.

If the address shown on the tax bill is incorrect, PLEASE print the correct information below, sign and return.

NEW MAILING ADDRESS INFORMATION:

OWNER'S NAME _____

ADDRESS _____

CITY _____

SIGNATURE _____



SHERRI AYLOR
POTTER COUNTY TAX ASSESSOR/COLLECTOR
PO BOX 2289
AMARILLO, TX 79105-2289
(806) 342-2601

2024 Tax Statement

Property Account Number:
260827

Statement Date: 10/18/2024
Owner: AMARILLO ECONOMIC DEV CORP
Mailing Address: 600 S TYLER ST STE 1600
AMARILLO TX 791012353

Property Location: 0000000 POINT WEST PKWY AMARILLO 79124-
Acres: 16.381
Legal: SECT 43 B S & F BLK 000916.381 AC TR BEG 2924.35FT N& 2783.94FT E
OF SW CO16.3810 ACRES

Exemptions: EDC

UDI: %

Assessment Ratio: 100%

IMPROVEMENT VALUE	LAND MARKET VALUE	NON-HOMESITE IMPRV	NON-HOMESITE LAND	AG VALUE	MINERAL VALUE	PERSONAL PROPERTY	TOTAL MARKET VALUE
0	0	0	327,620	0	0	0	327,620

Taxing Entities	Exemption Amount	Freeze Yr and Ceiling	Taxable Value	Tax Rate Per \$100	Base Tax
POTTER COUNTY	327,620		0	0.584960	0.00
CITY OF AMARILLO	327,620		0	0.387230	0.00
AMARILLO COLLEGE	327,620		0	0.215560	0.00
PANHANDLE WATER	327,620		0	0.008163	0.00
PW	0		0	0.000000	5,365.22

*ADDITIONAL CITY SALES TAX REDUCED YOUR CITY AD VALOREM TAX BY \$0.00.

Special Assessment imposed in Public Improvement District (PID) are not Ad Valorem taxes

TOTAL BASE TAX 5,365.22
PENALTY & INTEREST 0.00

Property taxes in Texas are assessed as of January 1st. Tax statutes make no provisions for proration. A change of address or disposition of property during the year has no effect on the tax liability established on January 1st of the calendar year. Personal property described above becomes a personal liability if not paid. IF YOU ARE 65 OR OLDER, DISABLED OR A DISABLED VETERAN AND OCCUPY THE ABOVE DESCRIBED PROPERTY AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES. Total tax due may include additional penalty up to 20% incurred on April 1 or July 1 of the delinquency year (Tax Code Section 33.11).

Total Amount Due 5,365.22

Detach and return bottom portion with your payment. The top portion and your cancelled check is your receipt.

Sherri Aylor
Potter County Tax Assessor/Collector
PO Box 2289
Amarillo, Tx 79105-2289
(806) 342-2601

2024 Tax Statement
10/18/2024

Property Account Number:
260827

Total Amount Due 5,365.22

**** AMOUNT DUE ON RECEIPT ****

SCAN TO
PAY BY PHONE



To pay by Credit Card or E-Check scan the QR code or visit www.pottercountytax.com or call 1-877-690-3729 and use jurisdiction code 6324. A fee for these services will be charged. Timeliness of payment is determined by USPS postmark.

AMARILLO ECONOMIC DEV CORP
600 S TYLER ST STE 1600
AMARILLO TX 79101-2353

IF PAID IN		AMOUNT DUE
FEB	7%	5,740.78
MAR	9%	5,848.09
APR	11%	5,955.40
MAY	13%	6,062.70
JUN	15%	6,170.00
JUL	18%	6,330.96



Information about Property Values and Taxes

The following information show what values, exemptions, tax rates and tax levies have been on this property for the last six years by each entity by whom taxed, and the percentage change from the prior year. A five year comparison is just below that.

Account Number: 260827

ACCOUNT HISTORY

TAXING ENTITIES	TAX YEAR	APRAISED VALUE	APPRAISAL %CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE %CHG	TAX RATE PER \$100	RATE %CHG	TAX	TAX %CHG
AMARILLO COLLEGE	2019	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2020	327,620	0.00%	44,879	282,741	0.00%	0.227900	0.00%	\$644.37	0.00%
AMARILLO COLLEGE	2021	327,620	0.00%	327,620	0	-100.00%	0.211290	-7.29%	\$0.00	-100.00%
AMARILLO COLLEGE	2022	327,620	0.00%	327,620	0	0.00%	0.223230	5.65%	\$0.00	0.00%
AMARILLO COLLEGE	2023	327,620	0.00%	327,620	0	0.00%	0.220310	-1.31%	\$0.00	0.00%
AMARILLO COLLEGE	2024	327,620	0.00%	327,620	0	0.00%	0.215560	-2.16%	\$0.00	0.00%
CITY OF AMARILLO	2019	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2020	327,620	0.00%	44,879	282,741	0.00%	0.396810	0.00%	\$1,121.94	0.00%
CITY OF AMARILLO	2021	327,620	0.00%	327,620	0	-100.00%	0.443340	11.73%	\$0.00	-100.00%
CITY OF AMARILLO	2022	327,620	0.00%	327,620	0	0.00%	0.406280	-8.36%	\$0.00	0.00%
CITY OF AMARILLO	2023	327,620	0.00%	327,620	0	0.00%	0.391950	-3.53%	\$0.00	0.00%
CITY OF AMARILLO	2024	327,620	0.00%	327,620	0	0.00%	0.387230	-1.20%	\$0.00	0.00%
PANHANDLE WATER	2019	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2020	327,620	0.00%	44,879	282,741	0.00%	0.010200	0.00%	\$28.84	0.00%
PANHANDLE WATER	2021	327,620	0.00%	327,620	0	-100.00%	0.010200	0.00%	\$0.00	-100.00%
PANHANDLE WATER	2022	327,620	0.00%	327,620	0	0.00%	0.009361	-8.23%	\$0.00	0.00%
PANHANDLE WATER	2023	327,620	0.00%	327,620	0	0.00%	0.008643	-7.67%	\$0.00	0.00%
PANHANDLE WATER	2024	327,620	0.00%	327,620	0	0.00%	0.008163	-5.55%	\$0.00	0.00%
POTTER COUNTY	2019	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2020	327,620	0.00%	44,879	282,741	0.00%	0.690150	0.00%	\$1,951.34	0.00%
POTTER COUNTY	2021	327,620	0.00%	327,620	0	-100.00%	0.705950	2.29%	\$0.00	-100.00%
POTTER COUNTY	2022	327,620	0.00%	327,620	0	0.00%	0.647250	-8.32%	\$0.00	0.00%
POTTER COUNTY	2023	327,620	0.00%	327,620	0	0.00%	0.616920	-4.69%	\$0.00	0.00%
POTTER COUNTY	2024	327,620	0.00%	327,620	0	0.00%	0.584960	-5.18%	\$0.00	0.00%
PW	2019	INFORMATION NOT AVAILABLE								
PW	2020	INFORMATION NOT AVAILABLE								
PW	2021	INFORMATION NOT AVAILABLE								
PW	2022	INFORMATION NOT AVAILABLE								
PW	2023	INFORMATION NOT AVAILABLE								
PW	2024	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2019	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2024	327,620	0.00%	327,620	0	0.00%	0.215560	0.00%	\$0.00	0.00%
CITY OF AMARILLO	2019	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2024	327,620	0.00%	327,620	0	0.00%	0.387230	0.00%	\$0.00	0.00%
PANHANDLE WATER	2019	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2024	327,620	0.00%	327,620	0	0.00%	0.008163	0.00%	\$0.00	0.00%
POTTER COUNTY	2019	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2024	327,620	0.00%	327,620	0	0.00%	0.584960	0.00%	\$0.00	0.00%
PW	2019	INFORMATION NOT AVAILABLE								
PW	2024	INFORMATION NOT AVAILABLE								

MAINTENANCE AND DEBT RATE INFORMATION

TAX YEAR	MAINT RATE	DEBT RATE

NOTE: Maint Rate = Maintenance and Operations Tax rate and Debt Rate = Interest and Sinking Tax Changes in rates. Exemptions or ceilings can make a big change in the percentage calculations. Data is not shown where information was not available. The most common reason the information was not available is that the County Tax Office was not collecting for the entity for those years or the tax record did not exist in the prior years.

If the address shown on the tax bill is incorrect, PLEASE print the correct information below, sign and return.

NEW MAILING ADDRESS INFORMATION:

OWNER'S NAME _____

ADDRESS _____

CITY _____

SIGNATURE _____



SHERRI AYLOR
POTTER COUNTY TAX ASSESSOR/COLLECTOR
PO BOX 2289
AMARILLO, TX 79105-2289
(806) 342-2601

2024 Tax Statement

Property Account Number:
129744

Statement Date: 10/18/2024
Owner: AMARILLO ECONOMIC DEVELOPMENT CORP
Mailing Address: 600 S TYLER ST STE 1600
AMARILLO TX 791012353

Property Location:
Acres: 144.066
Legal: SECT 62 A B & M BLK 0002IRREG TR BEG 1988.18FT E OF NW COR OF
SECT REINVEST 144.0660 ACRES

Exemptions: AG002				UDI: %		Assessment Ratio: 100%	
IMPROVEMENT VALUE	LAND MARKET VALUE	NON-HOMESITE IMPRV	NON-HOMESITE LAND	AG VALUE	MINERAL VALUE	PERSONAL PROPERTY	TOTAL MARKET VALUE
0	0	0	0	7,234	0	0	144,066

Taxing Entities	Exemption Amount	Freeze Yr and Ceiling	Taxable Value	Tax Rate Per \$100	Base Tax
POTTER COUNTY	136,832		7,234	0.584960	42.32
CITY OF AMARILLO	136,832		7,234	0.387230	28.01
AMARILLO COLLEGE	21,274		1,192	0.215560	2.57
HIGHLAND PARK ISD	136,832		7,234	0.988300	71.49
PANHANDLE WATER	136,832		7,234	0.008163	0.59

*ADDITIONAL CITY SALES TAX REDUCED YOUR CITY AD VALOREM TAX BY \$11.16.

TOTAL BASE TAX 144.98
PENALTY & INTEREST 0.00

Property taxes in Texas are assessed as of January 1st. Tax statutes make no provisions for proration. A change of address or disposition of property during the year has no effect on the tax liability established on January 1st of the calendar year. Personal property described above becomes a personal liability if not paid. IF YOU ARE 65 OR OLDER, DISABLED OR A DISABLED VETERAN AND OCCUPY THE ABOVE DESCRIBED PROPERTY AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES. Total tax due may include additional penalty up to 20% incurred on April 1 or July 1 of the delinquency year (Tax Code Section 33.11).

Total Amount Due 144.98

Detach and return bottom portion with your payment. The top portion and your cancelled check is your receipt.

Sherri Aylor
Potter County Tax Assessor/Collector
PO Box 2289
Amarillo, Tx 79105-2289
(806) 342-2601

2024 Tax Statement
10/18/2024

Property Account Number:
129744

Total Amount Due 144.98

**** AMOUNT DUE ON RECEIPT ****

SCAN TO
PAY BY PHONE



To pay by Credit Card or E-Check scan the QR code or visit www.pottercountytax.com or call 1-877-690-3729 and use jurisdiction code 6324. A fee for these services will be charged. Timeliness of payment is determined by USPS postmark.

AMARILLO ECONOMIC DEVELOPMENT CORP
600 S TYLER ST STE 1600
AMARILLO TX 79101-2353

IF PAID IN		AMOUNT DUE
FEB	7%	155.13
MAR	9%	158.02
APR	11%	160.94
MAY	13%	163.81
JUN	15%	166.73
JUL	18% + 20%	205.30



Information about Property Values and Taxes

The following information show what values, exemptions, tax rates and tax levies have been on this property for the last six years by each entity by whom taxed, and the percentage change from the prior year. A five year comparison is just below that.

Account Number: 129744

ACCOUNT HISTORY

TAXING ENTITIES	TAX YEAR	APRAISED VALUE	APPRAISAL %CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE %CHG	TAX RATE PER \$100	RATE %CHG	TAX	TAX %CHG
AMARILLO COLLEGE	2019	191,945	0.00%	181,217	10,728	0.00%	0.227900	0.00%	\$24.45	0.00%
AMARILLO COLLEGE	2020	191,945	0.00%	181,684	10,261	-4.35%	0.227900	0.00%	\$23.39	-4.34%
AMARILLO COLLEGE	2021	191,945	0.00%	182,452	9,493	-7.48%	0.211290	-7.29%	\$20.06	-14.24%
AMARILLO COLLEGE	2022	192,038	0.05%	182,073	9,965	4.97%	0.223230	5.65%	\$22.24	10.87%
AMARILLO COLLEGE	2023	191,187	-0.44%	178,382	12,805	28.50%	0.220310	-1.31%	\$28.21	26.84%
AMARILLO COLLEGE	2024	22,466	-88.25%	21,274	1,192	-90.69%	0.215560	-2.16%	\$2.57	-90.89%
CITY OF AMARILLO	2019	191,945	0.00%	181,217	10,728	0.00%	0.388510	0.00%	\$41.68	0.00%
CITY OF AMARILLO	2020	191,945	0.00%	181,684	10,261	-4.35%	0.396810	2.14%	\$40.72	-2.30%
CITY OF AMARILLO	2021	191,945	0.00%	182,452	9,493	-7.48%	0.443340	11.73%	\$42.09	3.36%
CITY OF AMARILLO	2022	192,038	0.05%	182,073	9,965	4.97%	0.406280	-8.36%	\$40.49	-3.80%
CITY OF AMARILLO	2023	191,187	-0.44%	178,382	12,805	28.50%	0.391950	-3.53%	\$50.19	23.96%
CITY OF AMARILLO	2024	144,066	-24.65%	136,832	7,234	-43.51%	0.387230	-1.20%	\$28.01	-44.19%
HIGHLAND PARK ISD	2019	191,945	0.00%	181,217	10,728	0.00%	1.103300	0.00%	\$118.36	0.00%
HIGHLAND PARK ISD	2020	191,945	0.00%	181,684	10,261	-4.35%	1.097400	-0.53%	\$112.60	-4.87%
HIGHLAND PARK ISD	2021	191,945	0.00%	182,452	9,493	-7.48%	1.084800	-1.15%	\$102.98	-8.54%
HIGHLAND PARK ISD	2022	352,388	83.59%	336,992	15,396	62.18%	0.986700	-9.04%	\$151.91	47.51%
HIGHLAND PARK ISD	2023	376,855	6.94%	356,379	20,476	33.00%	0.989200	0.25%	\$202.55	33.34%
HIGHLAND PARK ISD	2024	144,066	-61.77%	136,832	7,234	-64.67%	0.988300	-0.09%	\$71.49	-64.71%
PANHANDLE WATER	2019	191,945	0.00%	181,217	10,728	0.00%	0.009600	0.00%	\$1.03	0.00%
PANHANDLE WATER	2020	191,945	0.00%	181,684	10,261	-4.35%	0.010200	6.25%	\$1.05	1.94%
PANHANDLE WATER	2021	191,945	0.00%	182,452	9,493	-7.48%	0.010200	0.00%	\$0.97	-7.62%
PANHANDLE WATER	2022	352,388	83.59%	336,992	15,396	62.18%	0.009361	-8.23%	\$1.44	48.45%
PANHANDLE WATER	2023	376,855	6.94%	356,379	20,476	33.00%	0.008643	-7.67%	\$1.77	22.92%
PANHANDLE WATER	2024	144,066	-61.77%	136,832	7,234	-64.67%	0.008163	-5.55%	\$0.59	-66.67%
POTTER COUNTY	2019	191,945	0.00%	181,217	10,728	0.00%	0.701000	0.00%	\$75.21	0.00%
POTTER COUNTY	2020	191,945	0.00%	181,684	10,261	-4.35%	0.690150	-1.55%	\$70.82	-5.84%
POTTER COUNTY	2021	191,945	0.00%	182,452	9,493	-7.48%	0.705950	2.29%	\$67.02	-5.37%
POTTER COUNTY	2022	352,388	83.59%	336,992	15,396	62.18%	0.647250	-8.32%	\$99.65	48.69%
POTTER COUNTY	2023	376,855	6.94%	356,379	20,476	33.00%	0.616920	-4.69%	\$126.32	26.76%
POTTER COUNTY	2024	144,066	-61.77%	136,832	7,234	-64.67%	0.584960	-5.18%	\$42.32	-66.50%
AMARILLO COLLEGE	2019	191,945	0.00%	181,217	10,728	0.00%	0.227900	0.00%	\$24.45	0.00%
AMARILLO COLLEGE	2024	22,466	-88.30%	21,274	1,192	-88.89%	0.215560	-5.41%	\$2.57	-89.49%
CITY OF AMARILLO	2019	191,945	0.00%	181,217	10,728	0.00%	0.388510	0.00%	\$41.68	0.00%
CITY OF AMARILLO	2024	144,066	-24.94%	136,832	7,234	-32.57%	0.387230	-0.33%	\$28.01	-32.80%
HIGHLAND PARK ISD	2019	191,945	0.00%	181,217	10,728	0.00%	1.103300	0.00%	\$118.36	0.00%
HIGHLAND PARK ISD	2024	144,066	-24.94%	136,832	7,234	-32.57%	0.988300	-10.42%	\$71.49	-39.60%
PANHANDLE WATER	2019	191,945	0.00%	181,217	10,728	0.00%	0.009600	0.00%	\$1.03	0.00%
PANHANDLE WATER	2024	144,066	-24.94%	136,832	7,234	-32.57%	0.008163	-14.97%	\$0.59	-42.72%
POTTER COUNTY	2019	191,945	0.00%	181,217	10,728	0.00%	0.701000	0.00%	\$75.21	0.00%
POTTER COUNTY	2024	144,066	-24.94%	136,832	7,234	-32.57%	0.584960	-16.55%	\$42.32	-43.73%

HIGHLAND PARK ISD MAINTENANCE AND DEBT RATE INFORMATION

TAX YEAR	MAINT RATE	DEBT RATE
2024	0.668300	0.320000
2023	0.669200	0.320000

NOTE: Maint Rate = Maintenance and Operations Tax rate and Debt Rate = Interest and Sinking Tax Changes in rates. Exemptions or ceilings can make a big change in the percentage calculations. Data is not shown where information was not available. The most common reason the information was not available is that the County Tax Office was not collecting for the entity for those years or the tax record did not exist in the prior years.

If the address shown on the tax bill is incorrect, PLEASE print the correct information below, sign and return.

NEW MAILING ADDRESS INFORMATION:

OWNER'S NAME _____

ADDRESS _____

CITY _____

SIGNATURE _____



SHERRI AYLOR
POTTER COUNTY TAX ASSESSOR/COLLECTOR
PO BOX 2289
AMARILLO, TX 79105-2289
(806) 342-2601

2024 Tax Statement

Property Account Number:
201676

Statement Date: 10/18/2024
Owner: AMARILLO ECONOMIC DEVELOPMENT CORP
Mailing Address: 600 S TYLER ST STE 1600
AMARILLO TX 791012353

Property Location: 0000000 N PARSLEY RD AMARILLO
Acres: 240.29
Legal: SECT 40 A B & M BLK 0002ENTIRE SECT LYING N OF RR ROW LESS 4
TRS IN NW COR240.2900 ACRES

Exemptions: AG002

UDI: %

Assessment Ratio: 100%

IMPROVEMENT VALUE	LAND MARKET VALUE	NON-HOMESITE IMPRV	NON-HOMESITE LAND	AG VALUE	MINERAL VALUE	PERSONAL PROPERTY	TOTAL MARKET VALUE
0	0	0	0	7,360	0	0	240,290

Taxing Entities	Exemption Amount	Freeze Yr and Ceiling	Taxable Value	Tax Rate Per \$100	Base Tax
POTTER COUNTY	232,930		7,360	0.584960	43.05
CITY OF AMARILLO	232,930		7,360	0.387230	28.50
HIGHLAND PARK ISD	232,930		7,360	0.988300	72.74
PANHANDLE WATER	232,930		7,360	0.008163	0.60

*ADDITIONAL CITY SALES TAX REDUCED YOUR CITY AD VALOREM TAX BY \$11.36.

TOTAL BASE TAX 144.89
PENALTY & INTEREST 0.00

Property taxes in Texas are assessed as of January 1st. Tax statutes make no provisions for proration. A change of address or disposition of property during the year has no effect on the tax liability established on January 1st of the calendar year. Personal property described above becomes a personal liability if not paid. IF YOU ARE 65 OR OLDER, DISABLED OR A DISABLED VETERAN AND OCCUPY THE ABOVE DESCRIBED PROPERTY AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES. Total tax due may include additional penalty up to 20% incurred on April 1 or July 1 of the delinquency year
(Tax Code Section 33.11).

Total Amount Due 144.89

Detach and return bottom portion with your payment. The top portion and your cancelled check is your receipt.

Sherri Aylor
Potter County Tax Assessor/Collector
PO Box 2289
Amarillo, Tx 79105-2289
(806) 342-2601

2024 Tax Statement
10/18/2024

Property Account Number:
201676

Total Amount Due 144.89

**** AMOUNT DUE ON RECEIPT ****

SCAN TO
PAY BY PHONE



To pay by Credit Card or E-Check scan the QR code or visit www.pottercountytax.com or call 1-877-690-3729 and use jurisdiction code 6324. A fee for these services will be charged. Timeliness of payment is determined by USPS postmark.

AMARILLO ECONOMIC DEVELOPMENT CORP
600 S TYLER ST STE 1600
AMARILLO TX 79101-2353

IF PAID IN		AMOUNT DUE
FEB	7%	155.04
MAR	9%	157.92
APR	11%	160.83
MAY	13%	163.72
JUN	15%	166.63
JUL	18% + 20%	205.17



Information about Property Values and Taxes

The following information show what values, exemptions, tax rates and tax levies have been on this property for the last six years by each entity by whom taxed, and the percentage change from the prior year. A five year comparison is just below that.

Account Number: 201676

ACCOUNT HISTORY

TAXING ENTITIES	TAX YEAR	APPRAISED VALUE	APPRAISAL %CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE %CHG	TAX RATE PER \$100	RATE %CHG	TAX	TAX %CHG
CITY OF AMARILLO	2019	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2020	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2021	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2022	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2023	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2024	240,290	0.00%	232,930	7,360	0.00%	0.387230	0.00%	\$28.50	0.00%
HIGHLAND PARK ISD	2019	240,290	0.00%	222,856	17,434	0.00%	1.103300	0.00%	\$192.35	0.00%
HIGHLAND PARK ISD	2020	240,290	0.00%	228,264	12,026	-31.02%	1.097400	-0.53%	\$131.97	-31.39%
HIGHLAND PARK ISD	2021	240,290	0.00%	228,148	12,142	0.96%	1.084800	-1.15%	\$131.72	-0.19%
HIGHLAND PARK ISD	2022	240,290	0.00%	231,920	8,370	-31.07%	0.986700	-9.04%	\$82.59	-37.30%
HIGHLAND PARK ISD	2023	240,290	0.00%	232,966	7,324	-12.50%	0.989200	0.25%	\$72.45	-12.28%
HIGHLAND PARK ISD	2024	240,290	0.00%	232,930	7,360	0.49%	0.988300	-0.09%	\$72.74	0.40%
PANHANDLE WATER	2019	240,290	0.00%	222,856	17,434	0.00%	0.009600	0.00%	\$1.67	0.00%
PANHANDLE WATER	2020	240,290	0.00%	228,264	12,026	-31.02%	0.010200	6.25%	\$1.23	-26.35%
PANHANDLE WATER	2021	240,290	0.00%	228,148	12,142	0.96%	0.010200	0.00%	\$1.24	0.81%
PANHANDLE WATER	2022	240,290	0.00%	231,920	8,370	-31.07%	0.009361	-8.23%	\$0.78	-37.10%
PANHANDLE WATER	2023	240,290	0.00%	232,966	7,324	-12.50%	0.008643	-7.67%	\$0.63	-19.23%
PANHANDLE WATER	2024	240,290	0.00%	232,930	7,360	0.49%	0.008163	-5.55%	\$0.60	-4.76%
POTTER COUNTY	2019	240,290	0.00%	222,856	17,434	0.00%	0.701000	0.00%	\$122.21	0.00%
POTTER COUNTY	2020	240,290	0.00%	228,264	12,026	-31.02%	0.690150	-1.55%	\$83.00	-32.08%
POTTER COUNTY	2021	240,290	0.00%	228,148	12,142	0.96%	0.705950	2.29%	\$85.72	3.28%
POTTER COUNTY	2022	240,290	0.00%	231,920	8,370	-31.07%	0.647250	-8.32%	\$54.17	-36.81%
POTTER COUNTY	2023	240,290	0.00%	232,966	7,324	-12.50%	0.616920	-4.69%	\$45.18	-16.60%
POTTER COUNTY	2024	240,290	0.00%	232,930	7,360	0.49%	0.584960	-5.18%	\$43.05	-4.71%
CITY OF AMARILLO	2019	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2024	240,290	0.00%	232,930	7,360	0.00%	0.387230	0.00%	\$28.50	0.00%
HIGHLAND PARK ISD	2019	240,290	0.00%	222,856	17,434	0.00%	1.103300	0.00%	\$192.35	0.00%
HIGHLAND PARK ISD	2024	240,290	0.00%	232,930	7,360	-57.78%	0.988300	-10.42%	\$72.74	-62.16%
PANHANDLE WATER	2019	240,290	0.00%	222,856	17,434	0.00%	0.009600	0.00%	\$1.67	0.00%
PANHANDLE WATER	2024	240,290	0.00%	232,930	7,360	-57.78%	0.008163	-14.97%	\$0.60	-64.07%
POTTER COUNTY	2019	240,290	0.00%	222,856	17,434	0.00%	0.701000	0.00%	\$122.21	0.00%
POTTER COUNTY	2024	240,290	0.00%	232,930	7,360	-57.78%	0.584960	-16.55%	\$43.05	-64.77%

HIGHLAND PARK ISD MAINTENANCE AND DEBT RATE INFORMATION

TAX YEAR	MAINT RATE	DEBT RATE
2024	0.668300	0.320000
2023	0.669200	0.320000

NOTE: Maint Rate = Maintenance and Operations Tax rate and Debt Rate = Interest and Sinking Tax Changes in rates. Exemptions or ceilings can make a big change in the percentage calculations. Data is not shown where information was not available. The most common reason the information was not available is that the County Tax Office was not collecting for the entity for those years or the tax record did not exist in the prior years.

If the address shown on the tax bill is incorrect, PLEASE print the correct information below, sign and return.

NEW MAILING ADDRESS INFORMATION:

OWNER'S NAME _____

ADDRESS _____

CITY _____

SIGNATURE _____



SHERRI AYLOR
POTTER COUNTY TAX ASSESSOR/COLLECTOR
PO BOX 2289
AMARILLO, TX 79105-2289
(806) 342-2601

2024 Tax Statement

Property Account Number:
201731

Statement Date: 10/18/2024
Owner: AMARILLO ECONOMIC DEVELOPMENT CORP
Mailing Address: 600 S TYLER ST STE 1600
AMARILLO TX 791012353

Property Location: 0012101 E UH 60 AMARILLO 79108-7500
Acres: 126.73
Legal: SECT 49 A B & M BLK 0002IRREG TR BEG AT NW COR OF SECT
REINVESTMENT ZONE 1126.7300 ACRES

Exemptions: AG002 **UDI: %** **Assessment Ratio:** 100%

IMPROVEMENT VALUE	LAND MARKET VALUE	NON-HOMESITE IMPRV	NON-HOMESITE LAND	AG VALUE	MINERAL VALUE	PERSONAL PROPERTY	TOTAL MARKET VALUE
0	0	8,492	6,000	5,275	0	0	140,222

Taxing Entities	Exemption Amount	Freeze Yr and Ceiling	Taxable Value	Tax Rate Per \$100	Base Tax
POTTER COUNTY	120,455		19,767	0.584960	115.63
CITY OF AMARILLO	120,455		19,767	0.387230	76.54
HIGHLAND PARK ISD	120,455		19,767	0.988300	195.36
PANHANDLE WATER	120,455		19,767	0.008163	1.61

*ADDITIONAL CITY SALES TAX REDUCED YOUR CITY AD VALOREM TAX BY \$30.50.

TOTAL BASE TAX 389.14
PENALTY & INTEREST 0.00

Property taxes in Texas are assessed as of January 1st. Tax statutes make no provisions for proration. A change of address or disposition of property during the year has no effect on the tax liability established on January 1st of the calendar year. Personal property described above becomes a personal liability if not paid. IF YOU ARE 65 OR OLDER, DISABLED OR A DISABLED VETERAN AND OCCUPY THE ABOVE DESCRIBED PROPERTY AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES. Total tax due may include additional penalty up to 20% incurred on April 1 or July 1 of the delinquency year (Tax Code Section 33.11).

Total Amount Due 389.14

Detach and return bottom portion with your payment. The top portion and your cancelled check is your receipt.

Sherri Aylor
Potter County Tax Assessor/Collector
PO Box 2289
Amarillo, Tx 79105-2289
(806) 342-2601

2024 Tax Statement
10/18/2024

Property Account Number:
201731

Total Amount Due 389.14

**** AMOUNT DUE ON RECEIPT ****

SCAN TO
PAY BY PHONE



To pay by Credit Card or E-Check scan the QR code or visit www.pottercountytax.com or call 1-877-690-3729 and use jurisdiction code 6324. A fee for these services will be charged. Timeliness of payment is determined by USPS postmark.

3784 1 AV 0.545*****AUTO**5-DIGIT 79102 5DGS 2 FT 15

AMARILLO ECONOMIC DEVELOPMENT CORP
600 S TYLER ST STE 1600
AMARILLO TX 79101-2352

IF PAID IN		AMOUNT DUE
FEB	7%	416.39
MAR	9%	424.16
APR	11%	431.95
MAY	13%	439.72
JUN	15%	447.51
JUL	18% + 20%	551.01



Information about Property Values and Taxes

The following information show what values, exemptions, tax rates and tax levies have been on this property for the last six years by each entity by whom taxed, and the percentage change from the prior year. A five year comparison is just below that.

Account Number: 201731

ACCOUNT HISTORY

TAXING ENTITIES	TAX YEAR	APPRAISED VALUE	APPRAISAL %CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE %CHG	TAX RATE PER \$100	RATE %CHG	TAX	TAX %CHG
CITY OF AMARILLO	2019	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2020	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2021	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2022	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2023	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2024	140,222	0.00%	120,455	19,767	0.00%	0.387230	0.00%	\$76.54	0.00%
HIGHLAND PARK ISD	2019	41,722	0.00%	0	41,722	0.00%	1.103300	0.00%	\$460.32	0.00%
HIGHLAND PARK ISD	2020	14,260	-65.82%	0	14,260	-65.82%	1.097400	-0.53%	\$156.49	-66.00%
HIGHLAND PARK ISD	2021	14,673	2.90%	0	14,673	2.90%	1.084800	-1.15%	\$159.17	1.71%
HIGHLAND PARK ISD	2022	551,015	3655.30%	516,568	34,447	134.76%	0.986700	-9.04%	\$339.89	113.54%
HIGHLAND PARK ISD	2023	152,308	-72.36%	133,004	19,304	-43.96%	0.989200	0.25%	\$190.96	-43.82%
HIGHLAND PARK ISD	2024	140,222	-7.94%	120,455	19,767	2.40%	0.988300	-0.09%	\$195.36	2.30%
PANHANDLE WATER	2019	41,722	0.00%	0	41,722	0.00%	0.009600	0.00%	\$4.01	0.00%
PANHANDLE WATER	2020	14,260	-65.82%	0	14,260	-65.82%	0.010200	6.25%	\$1.45	-63.84%
PANHANDLE WATER	2021	14,673	2.90%	0	14,673	2.90%	0.010200	0.00%	\$1.50	3.45%
PANHANDLE WATER	2022	551,015	3655.30%	516,568	34,447	134.76%	0.009361	-8.23%	\$3.22	114.67%
PANHANDLE WATER	2023	152,308	-72.36%	133,004	19,304	-43.96%	0.008643	-7.67%	\$1.67	-48.14%
PANHANDLE WATER	2024	140,222	-7.94%	120,455	19,767	2.40%	0.008163	-5.55%	\$1.61	-3.59%
POTTER COUNTY	2019	41,722	0.00%	0	41,722	0.00%	0.701000	0.00%	\$292.48	0.00%
POTTER COUNTY	2020	14,260	-65.82%	0	14,260	-65.82%	0.690150	-1.55%	\$98.42	-66.35%
POTTER COUNTY	2021	14,673	2.90%	0	14,673	2.90%	0.705950	2.29%	\$103.58	5.24%
POTTER COUNTY	2022	551,015	3655.30%	516,568	34,447	134.76%	0.647250	-8.32%	\$222.96	115.25%
POTTER COUNTY	2023	152,308	-72.36%	133,004	19,304	-43.96%	0.616920	-4.69%	\$119.09	-46.59%
POTTER COUNTY	2024	140,222	-7.94%	120,455	19,767	2.40%	0.584960	-5.18%	\$115.63	-2.91%
CITY OF AMARILLO	2019	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2024	140,222	0.00%	120,455	19,767	0.00%	0.387230	0.00%	\$76.54	0.00%
HIGHLAND PARK ISD	2019	41,722	0.00%	0	41,722	0.00%	1.103300	0.00%	\$460.32	0.00%
HIGHLAND PARK ISD	2024	140,222	236.09%	120,455	19,767	-52.62%	0.988300	-10.42%	\$195.36	-57.56%
PANHANDLE WATER	2019	41,722	0.00%	0	41,722	0.00%	0.009600	0.00%	\$4.01	0.00%
PANHANDLE WATER	2024	140,222	236.09%	120,455	19,767	-52.62%	0.008163	-14.97%	\$1.61	-59.85%
POTTER COUNTY	2019	41,722	0.00%	0	41,722	0.00%	0.701000	0.00%	\$292.48	0.00%
POTTER COUNTY	2024	140,222	236.09%	120,455	19,767	-52.62%	0.584960	-16.55%	\$115.63	-60.47%

HIGHLAND PARK ISD MAINTENANCE AND DEBT RATE INFORMATION

TAX YEAR	MAINT RATE	DEBT RATE
2024	0.668300	0.320000
2023	0.669200	0.320000

NOTE: Maint Rate = Maintenance and Operations Tax rate and Debt Rate = Interest and Sinking Tax Changes in rates. Exemptions or ceilings can make a big change in the percentage calculations. Data is not shown where information was not available. The most common reason the information was not available is that the County Tax Office was not collecting for the entity for those years or the tax record did not exist in the prior years.

If the address shown on the tax bill is incorrect, PLEASE print the correct information below, sign and return.

NEW MAILING ADDRESS INFORMATION:

OWNER'S NAME _____

ADDRESS _____

CITY _____

SIGNATURE _____



SHERRI AYLOR
POTTER COUNTY TAX ASSESSOR/COLLECTOR
PO BOX 2289
AMARILLO, TX 79105-2289
(806) 342-2601

2024 Tax Statement

Property Account Number:
201915

Statement Date: 10/18/2024
Owner: AMARILLO ECONOMIC DEV CORP
Mailing Address: 600 S TYLER ST STE 1600
AMARILLO TX 791012353

Property Location: 0000000 N EASTERN ST 79108
Acres: 162.86
Legal: SECT 102 A B & M BLK 0002180.91 AC TR LYING IN NW COR OF SECT
LESS LOOP & E162.8600 ACRES

Exemptions: AG002

UDI: %

Assessment Ratio: 100%

IMPROVEMENT VALUE	LAND MARKET VALUE	NON-HOMESITE IMPRV	NON-HOMESITE LAND	AG VALUE	MINERAL VALUE	PERSONAL PROPERTY	TOTAL MARKET VALUE
0	0	0	0	13,792	0	0	162,860

Taxing Entities	Exemption Amount	Freeze Yr and Ceiling	Taxable Value	Tax Rate Per \$100	Base Tax
POTTER COUNTY	149,068		13,792	0.584960	80.68
AMARILLO COLLEGE	149,068		13,792	0.215560	29.73
AMARILLO ISD	149,068		13,792	0.883000	121.78
PANHANDLE WATER	149,068		13,792	0.008163	1.13

TOTAL BASE TAX 233.32
PENALTY & INTEREST 0.00

Property taxes in Texas are assessed as of January 1st. Tax statutes make no provisions for proration. A change of address or disposition of property during the year has no effect on the tax liability established on January 1st of the calendar year. Personal property described above becomes a personal liability if not paid. IF YOU ARE 65 OR OLDER, DISABLED OR A DISABLED VETERAN AND OCCUPY THE ABOVE DESCRIBED PROPERTY AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES. Total tax due may include additional penalty up to 20% incurred on April 1 or July 1 of the delinquency year (Tax Code Section 33.11).

Total Amount Due 233.32

Detach and return bottom portion with your payment. The top portion and your cancelled check is your receipt.

Sherri Aylor
Potter County Tax Assessor/Collector
PO Box 2289
Amarillo, Tx 79105-2289
(806) 342-2601

2024 Tax Statement
10/18/2024

Property Account Number:
201915

Total Amount Due 233.32

**** AMOUNT DUE ON RECEIPT ****

SCAN TO
PAY BY PHONE



To pay by Credit Card or E-Check scan the QR code or visit www.pottercountytax.com or call 1-877-690-3729 and use jurisdiction code 6324. A fee for these services will be charged. Timeliness of payment is determined by USPS postmark.

AMARILLO ECONOMIC DEV CORP
600 S TYLER ST STE 1600
AMARILLO TX 79101-2353

IF PAID IN		AMOUNT DUE
FEB	7%	249.66
MAR	9%	254.31
APR	11%	258.97
MAY	13%	263.66
JUN	15%	268.32
JUL	18% + 20%	330.39



Information about Property Values and Taxes

The following information show what values, exemptions, tax rates and tax levies have been on this property for the last six years by each entity by whom taxed, and the percentage change from the prior year. A five year comparison is just below that.

Account Number: 201915

ACCOUNT HISTORY

TAXING ENTITIES	TAX YEAR	APRAISED VALUE	APPRAISAL %CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE %CHG	TAX RATE PER \$100	RATE %CHG	TAX	TAX %CHG
AMARILLO COLLEGE	2019	171,000	0.00%	153,838	17,162	0.00%	0.227900	0.00%	\$39.12	0.00%
AMARILLO COLLEGE	2020	171,000	0.00%	160,314	10,686	-37.73%	0.227900	0.00%	\$24.35	-37.76%
AMARILLO COLLEGE	2021	171,000	0.00%	159,845	11,155	4.39%	0.211290	-7.29%	\$23.57	-3.20%
AMARILLO COLLEGE	2022	162,860	-4.76%	153,884	8,976	-19.53%	0.223230	5.65%	\$20.04	-14.98%
AMARILLO COLLEGE	2023	162,860	0.00%	152,833	10,027	11.71%	0.220310	-1.31%	\$22.09	10.23%
AMARILLO COLLEGE	2024	162,860	0.00%	149,068	13,792	37.55%	0.215560	-2.16%	\$29.73	34.59%
AMARILLO ISD	2019	171,000	0.00%	153,838	17,162	0.00%	1.169000	0.00%	\$200.63	0.00%
AMARILLO ISD	2020	171,000	0.00%	160,314	10,686	-37.73%	1.155400	-1.16%	\$123.47	-38.46%
AMARILLO ISD	2021	171,000	0.00%	159,845	11,155	4.39%	1.149600	-0.50%	\$128.24	3.86%
AMARILLO ISD	2022	162,860	-4.76%	153,884	8,976	-19.53%	1.084700	-5.65%	\$97.36	-24.08%
AMARILLO ISD	2023	162,860	0.00%	152,833	10,027	11.71%	0.925800	-14.65%	\$92.83	-4.65%
AMARILLO ISD	2024	162,860	0.00%	149,068	13,792	37.55%	0.883000	-4.62%	\$121.78	31.19%
PANHANDLE WATER	2019	171,000	0.00%	153,838	17,162	0.00%	0.009600	0.00%	\$1.65	0.00%
PANHANDLE WATER	2020	171,000	0.00%	160,314	10,686	-37.73%	0.010200	6.25%	\$1.09	-33.94%
PANHANDLE WATER	2021	171,000	0.00%	159,845	11,155	4.39%	0.010200	0.00%	\$1.14	4.59%
PANHANDLE WATER	2022	162,860	-4.76%	153,884	8,976	-19.53%	0.009361	-8.23%	\$0.84	-26.32%
PANHANDLE WATER	2023	162,860	0.00%	152,833	10,027	11.71%	0.008643	-7.67%	\$0.87	3.57%
PANHANDLE WATER	2024	162,860	0.00%	149,068	13,792	37.55%	0.008163	-5.55%	\$1.13	29.89%
POTTER COUNTY	2019	171,000	0.00%	153,838	17,162	0.00%	0.701000	0.00%	\$120.30	0.00%
POTTER COUNTY	2020	171,000	0.00%	160,314	10,686	-37.73%	0.690150	-1.55%	\$73.75	-38.69%
POTTER COUNTY	2021	171,000	0.00%	159,845	11,155	4.39%	0.705950	2.29%	\$78.75	6.78%
POTTER COUNTY	2022	162,860	-4.76%	153,884	8,976	-19.53%	0.647250	-8.32%	\$58.10	-26.22%
POTTER COUNTY	2023	162,860	0.00%	152,833	10,027	11.71%	0.616920	-4.69%	\$61.86	6.47%
POTTER COUNTY	2024	162,860	0.00%	149,068	13,792	37.55%	0.584960	-5.18%	\$80.68	30.42%
AMARILLO COLLEGE	2019	171,000	0.00%	153,838	17,162	0.00%	0.227900	0.00%	\$39.12	0.00%
AMARILLO COLLEGE	2024	162,860	-4.76%	149,068	13,792	-19.64%	0.215560	-5.41%	\$29.73	-24.00%
AMARILLO ISD	2019	171,000	0.00%	153,838	17,162	0.00%	1.169000	0.00%	\$200.63	0.00%
AMARILLO ISD	2024	162,860	-4.76%	149,068	13,792	-19.64%	0.883000	-24.47%	\$121.78	-39.30%
PANHANDLE WATER	2019	171,000	0.00%	153,838	17,162	0.00%	0.009600	0.00%	\$1.65	0.00%
PANHANDLE WATER	2024	162,860	-4.76%	149,068	13,792	-19.64%	0.008163	-14.97%	\$1.13	-31.52%
POTTER COUNTY	2019	171,000	0.00%	153,838	17,162	0.00%	0.701000	0.00%	\$120.30	0.00%
POTTER COUNTY	2024	162,860	-4.76%	149,068	13,792	-19.64%	0.584960	-16.55%	\$80.68	-32.93%

AMARILLO ISD MAINTENANCE AND DEBT RATE INFORMATION

TAX YEAR	MAINT RATE	DEBT RATE
2024	0.724000	0.159000
2023	0.766800	0.159000

NOTE: Maint Rate = Maintenance and Operations Tax rate and Debt Rate = Interest and Sinking Tax Changes in rates. Exemptions or ceilings can make a big change in the percentage calculations. Data is not shown where information was not available. The most common reason the information was not available is that the County Tax Office was not collecting for the entity for those years or the tax record did not exist in the prior years.

If the address shown on the tax bill is incorrect, PLEASE print the correct information below, sign and return.

NEW MAILING ADDRESS INFORMATION:

OWNER'S NAME _____

ADDRESS _____

CITY _____

SIGNATURE _____



SHERRI AYLOR
POTTER COUNTY TAX ASSESSOR/COLLECTOR
PO BOX 2289
AMARILLO, TX 79105-2289
(806) 342-2601

2024 Tax Statement

Property Account Number:
309690

Statement Date: 10/18/2024
Owner: AMARILLO ECONOMIC DEV CORP
Mailing Address: 600 S TYLER ST STE 1600
AMARILLO TX 791012353

Property Location: CENTERPORT BLVD 79108
Acres: 3.145
Legal: CENTERPORT ADDN # 10LOT 002BLK 00053.145 ACRES

Exemptions:

UDI: %

Assessment Ratio: 100%

IMPROVEMENT VALUE	LAND MARKET VALUE	NON-HOMESITE IMPRV	NON-HOMESITE LAND	AG VALUE	MINERAL VALUE	PERSONAL PROPERTY	TOTAL MARKET VALUE
0	0	0	15,725	0	0	0	15,725

Taxing Entities	Exemption Amount	Freeze Yr and Ceiling	Taxable Value	Tax Rate Per \$100	Base Tax
POTTER COUNTY	0		15,725	0.584960	91.98
CITY OF AMARILLO	0		15,725	0.387230	60.89
AMARILLO COLLEGE	0		15,725	0.215560	33.90
HIGHLAND PARK ISD	0		15,725	0.988300	155.41
PANHANDLE WATER	0		15,725	0.008163	1.28

*ADDITIONAL CITY SALES TAX REDUCED YOUR CITY AD VALOREM TAX BY \$24.28.

TOTAL BASE TAX 343.46
PENALTY & INTEREST 0.00

Property taxes in Texas are assessed as of January 1st. Tax statutes make no provisions for proration. A change of address or disposition of property during the year has no effect on the tax liability established on January 1st of the calendar year. Personal property described above becomes a personal liability if not paid. IF YOU ARE 65 OR OLDER, DISABLED OR A DISABLED VETERAN AND OCCUPY THE ABOVE DESCRIBED PROPERTY AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES. Total tax due may include additional penalty up to 20% incurred on April 1 or July 1 of the delinquency year (Tax Code Section 33.11).

Total Amount Due 343.46

Detach and return bottom portion with your payment. The top portion and your cancelled check is your receipt.

Sherri Aylor
Potter County Tax Assessor/Collector
PO Box 2289
Amarillo, Tx 79105-2289
(806) 342-2601

2024 Tax Statement
10/18/2024

Property Account Number:
309690

Total Amount Due 343.46

**** AMOUNT DUE ON RECEIPT ****

SCAN TO
PAY BY PHONE



To pay by Credit Card or E-Check scan the QR code or visit www.pottercountytax.com or call 1-877-690-3729 and use jurisdiction code 6324. A fee for these services will be charged. Timeliness of payment is determined by USPS postmark.

AMARILLO ECONOMIC DEV CORP
600 S TYLER ST STE 1600
AMARILLO TX 79101-2353

IF PAID IN		AMOUNT DUE
FEB	7%	367.49
MAR	9%	374.38
APR	11%	381.24
MAY	13%	388.13
JUN	15%	394.98
JUL	18% + 20%	486.34



Information about Property Values and Taxes

The following information show what values, exemptions, tax rates and tax levies have been on this property for the last six years by each entity by whom taxed, and the percentage change from the prior year. A five year comparison is just below that.

Account Number: 309690

ACCOUNT HISTORY

TAXING ENTITIES	TAX YEAR	APRAISED VALUE	APPRAISAL %CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE %CHG	TAX RATE PER \$100	RATE %CHG	TAX	TAX %CHG
AMARILLO COLLEGE	2019	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2020	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2021	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2022	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2023	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2024	15,725	0.00%	0	15,725	0.00%	0.215560	0.00%	\$33.90	0.00%
CITY OF AMARILLO	2019	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2020	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2021	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2022	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2023	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2024	15,725	0.00%	0	15,725	0.00%	0.387230	0.00%	\$60.89	0.00%
HIGHLAND PARK ISD	2019	INFORMATION NOT AVAILABLE								
HIGHLAND PARK ISD	2020	INFORMATION NOT AVAILABLE								
HIGHLAND PARK ISD	2021	INFORMATION NOT AVAILABLE								
HIGHLAND PARK ISD	2022	INFORMATION NOT AVAILABLE								
HIGHLAND PARK ISD	2023	INFORMATION NOT AVAILABLE								
HIGHLAND PARK ISD	2024	15,725	0.00%	0	15,725	0.00%	0.988300	0.00%	\$155.41	0.00%
PANHANDLE WATER	2019	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2020	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2021	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2022	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2023	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2024	15,725	0.00%	0	15,725	0.00%	0.008163	0.00%	\$1.28	0.00%
POTTER COUNTY	2019	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2020	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2021	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2022	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2023	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2024	15,725	0.00%	0	15,725	0.00%	0.584960	0.00%	\$91.98	0.00%
AMARILLO COLLEGE	2019	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2024	15,725	0.00%	0	15,725	0.00%	0.215560	0.00%	\$33.90	0.00%
CITY OF AMARILLO	2019	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2024	15,725	0.00%	0	15,725	0.00%	0.387230	0.00%	\$60.89	0.00%
HIGHLAND PARK ISD	2019	INFORMATION NOT AVAILABLE								
HIGHLAND PARK ISD	2024	15,725	0.00%	0	15,725	0.00%	0.988300	0.00%	\$155.41	0.00%
PANHANDLE WATER	2019	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2024	15,725	0.00%	0	15,725	0.00%	0.008163	0.00%	\$1.28	0.00%
POTTER COUNTY	2019	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2024	15,725	0.00%	0	15,725	0.00%	0.584960	0.00%	\$91.98	0.00%

HIGHLAND PARK ISD MAINTENANCE AND DEBT RATE INFORMATION

TAX YEAR	MAINT RATE	DEBT RATE
2024	0.668300	0.320000
2023	0.669200	0.320000

NOTE: Maint Rate = Maintenance and Operations Tax rate and Debt Rate = Interest and Sinking Tax Changes in rates. Exemptions or ceilings can make a big change in the percentage calculations. Data is not shown where information was not available. The most common reason the information was not available is that the County Tax Office was not collecting for the entity for those years or the tax record did not exist in the prior years.

If the address shown on the tax bill is incorrect, PLEASE print the correct information below, sign and return.

NEW MAILING ADDRESS INFORMATION:

OWNER'S NAME _____

ADDRESS _____

CITY _____

SIGNATURE _____



SHERRI AYLOR
POTTER COUNTY TAX ASSESSOR/COLLECTOR
PO BOX 2289
AMARILLO, TX 79105-2289
(806) 342-2601

2024 Tax Statement

Property Account Number:
310508

Statement Date: 10/18/2024
Owner: AMARILLO ECONOMIC DEV CORP
Mailing Address: 600 S TYLER ST STE 1600
AMARILLO TX 791012353

Property Location:
Acres: 0
Legal: CENTERPORT ADDN # 10IMP ONLY REF 309690

Exemptions:				UDI: %	Assessment Ratio: 100%		
IMPROVEMENT VALUE	LAND MARKET VALUE	NON-HOMESITE IMPRV	NON-HOMESITE LAND	AG VALUE	MINERAL VALUE	PERSONAL PROPERTY	TOTAL MARKET VALUE
0	0	1,539,034	0	0	0	0	1,539,034

Taxing Entities	Exemption Amount	Freeze Yr and Ceiling	Taxable Value	Tax Rate Per \$100	Base Tax
POTTER COUNTY	0		1,539,034	0.584960	9,002.73
CITY OF AMARILLO	0		1,539,034	0.387230	5,959.60
AMARILLO COLLEGE	0		1,539,034	0.215560	3,317.54
HIGHLAND PARK ISD	0		1,539,034	0.988300	15,210.27
PANHANDLE WATER	0		1,539,034	0.008163	125.63

*ADDITIONAL CITY SALES TAX REDUCED YOUR CITY AD VALOREM TAX BY \$2374.42.

TOTAL BASE TAX 33,615.77
PENALTY & INTEREST 0.00

Property taxes in Texas are assessed as of January 1st. Tax statutes make no provisions for proration. A change of address or disposition of property during the year has no effect on the tax liability established on January 1st of the calendar year. Personal property described above becomes a personal liability if not paid. IF YOU ARE 65 OR OLDER, DISABLED OR A DISABLED VETERAN AND OCCUPY THE ABOVE DESCRIBED PROPERTY AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES. Total tax due may include additional penalty up to 20% incurred on April 1 or July 1 of the delinquency year (Tax Code Section 33.11).

Total Amount Due 33,615.77

Detach and return bottom portion with your payment. The top portion and your cancelled check is your receipt.

Sherri Aylor
Potter County Tax Assessor/Collector
PO Box 2289
Amarillo, Tx 79105-2289
(806) 342-2601

2024 Tax Statement
10/18/2024

Property Account Number:
310508

Total Amount Due 33,615.77

**** AMOUNT DUE ON RECEIPT ****

SCAN TO
PAY BY PHONE



To pay by Credit Card or E-Check scan the QR code or visit www.pottercountytax.com or call 1-877-690-3729 and use jurisdiction code 6324. A fee for these services will be charged. Timeliness of payment is determined by USPS postmark.

AMARILLO ECONOMIC DEV CORP
600 S TYLER ST STE 1600
AMARILLO TX 79101-2353

IF PAID IN		AMOUNT DUE
FEB	7%	35,968.89
MAR	9%	36,641.18
APR	11%	37,313.51
MAY	13%	37,985.82
JUN	15%	38,658.13
JUL	18% + 20%	47,599.93



Information about Property Values and Taxes

The following information show what values, exemptions, tax rates and tax levies have been on this property for the last six years by each entity by whom taxed, and the percentage change from the prior year. A five year comparison is just below that.

Account Number: 310508

ACCOUNT HISTORY

TAXING ENTITIES	TAX YEAR	APRAISED VALUE	APPRAISAL %CHG	EXEMPTION AMOUNT	TAXABLE VALUE	VALUE %CHG	TAX RATE PER \$100	RATE %CHG	TAX	TAX %CHG
AMARILLO COLLEGE	2019	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2020	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2021	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2022	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2023	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2024	1,539,034	0.00%	0	1,539,034	0.00%	0.215560	0.00%	\$3,317.54	0.00%
CITY OF AMARILLO	2019	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2020	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2021	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2022	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2023	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2024	1,539,034	0.00%	0	1,539,034	0.00%	0.387230	0.00%	\$5,959.60	0.00%
HIGHLAND PARK ISD	2019	INFORMATION NOT AVAILABLE								
HIGHLAND PARK ISD	2020	INFORMATION NOT AVAILABLE								
HIGHLAND PARK ISD	2021	INFORMATION NOT AVAILABLE								
HIGHLAND PARK ISD	2022	INFORMATION NOT AVAILABLE								
HIGHLAND PARK ISD	2023	INFORMATION NOT AVAILABLE								
HIGHLAND PARK ISD	2024	1,539,034	0.00%	0	1,539,034	0.00%	0.988300	0.00%	\$15,210.27	0.00%
PANHANDLE WATER	2019	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2020	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2021	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2022	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2023	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2024	1,539,034	0.00%	0	1,539,034	0.00%	0.008163	0.00%	\$125.63	0.00%
POTTER COUNTY	2019	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2020	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2021	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2022	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2023	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2024	1,539,034	0.00%	0	1,539,034	0.00%	0.584960	0.00%	\$9,002.73	0.00%
AMARILLO COLLEGE	2019	INFORMATION NOT AVAILABLE								
AMARILLO COLLEGE	2024	1,539,034	0.00%	0	1,539,034	0.00%	0.215560	0.00%	\$3,317.54	0.00%
CITY OF AMARILLO	2019	INFORMATION NOT AVAILABLE								
CITY OF AMARILLO	2024	1,539,034	0.00%	0	1,539,034	0.00%	0.387230	0.00%	\$5,959.60	0.00%
HIGHLAND PARK ISD	2019	INFORMATION NOT AVAILABLE								
HIGHLAND PARK ISD	2024	1,539,034	0.00%	0	1,539,034	0.00%	0.988300	0.00%	\$15,210.27	0.00%
PANHANDLE WATER	2019	INFORMATION NOT AVAILABLE								
PANHANDLE WATER	2024	1,539,034	0.00%	0	1,539,034	0.00%	0.008163	0.00%	\$125.63	0.00%
POTTER COUNTY	2019	INFORMATION NOT AVAILABLE								
POTTER COUNTY	2024	1,539,034	0.00%	0	1,539,034	0.00%	0.584960	0.00%	\$9,002.73	0.00%

HIGHLAND PARK ISD MAINTENANCE AND DEBT RATE INFORMATION

TAX YEAR	MAINT RATE	DEBT RATE
2024	0.668300	0.320000
2023	0.669200	0.320000

NOTE: Maint Rate = Maintenance and Operations Tax rate and Debt Rate = Interest and Sinking Tax Changes in rates. Exemptions or ceilings can make a big change in the percentage calculations. Data is not shown where information was not available. The most common reason the information was not available is that the County Tax Office was not collecting for the entity for those years or the tax record did not exist in the prior years.

If the address shown on the tax bill is incorrect, PLEASE print the correct information below, sign and return.

NEW MAILING ADDRESS INFORMATION:

OWNER'S NAME _____

ADDRESS _____

CITY _____

SIGNATURE _____



TRAVEL REQUEST FORM

NAME: <u>Hollie Shankle</u>	DATE: <u>12/10/2024</u>
DEPARTURE: <u>January 21, 2025</u>	RETURN: <u>January 24, 2025</u>
DESTINATION: <u>Miami, Florida</u>	EVENT: <u>SS Guild Winter Summit</u>

	Total Estimated Amount
Meals	\$600.00
Lodging	\$850.00
Transportation (taxi, shuttle, car rental)	\$200.00
Air Fare	\$600.00
Event Registration	\$0 Already Paid
*Other (includes baggage handling, parking fees, toll charges, misc. tips, etc.)	\$50.00
TOTAL EXPENSES	\$2,300.00



TRAVEL REQUEST FORM

NAME: <u>Doug Nelson/ Paul Simpson</u>		DATE: <u>12/10/2024</u>	
DEPARTURE: <u>January 21, 2025</u>		RETURN: <u>January 24, 2025</u>	
DESTINATION: <u>Las Vegas, Nevada</u>		EVENT: <u>SHOT Show</u>	

		Total Estimated Amount
Meals		\$600 (\$300 x 2)
Lodging		\$1,800 (\$900 x 2)
Transportation (taxi, shuttle, car rental)		\$200.00
Air Fare		\$1000 (\$500 x 2)
Event Registration		\$2,000.00
*Other (includes baggage handling, parking fees, toll charges, misc. tips, etc.)		\$100.00
TOTAL ESTIMATE of EXPENSES		\$5,700.00



TRAVEL REQUEST FORM

NAME: <u>Kevin Carter/ Paul Simpson</u>		DATE: <u>12/10/2024</u>	
DEPARTURE: <u>February 4, 2025</u>		RETURN: <u>February 6, 2025</u>	
DESTINATION: <u>Anaheim, California</u>		EVENT: <u>Md&M West</u>	

		Total Estimated Amount
Meals		\$600 (\$300 x 2)
Lodging		\$1,800 (\$900 x 2)
Transportation (taxi, shuttle, car rental)		\$200.00
Air Fare		\$1200 (\$600 x 2)
Event Registration		
*Other (includes baggage handling, parking fees, toll charges, misc. tips, etc.)		\$100.00
TOTAL ESTIMATE of EXPENSES		\$3,900.00



TRAVEL REQUEST FORM

NAME: <u>Hollie Shankle</u>		DATE: <u>12/10/2024</u>	
DEPARTURE: <u>February 5, 2025</u>		RETURN: <u>February 7, 2025</u>	
DESTINATION: <u>Dallas, Texas</u>		EVENT: <u>Consultant Connect Conference</u>	

		Total Estimated Amount
Meals		\$225.00
Lodging		\$450.00
Transportation (taxi, shuttle, car rental)		\$200.00
Air Fare		\$500.00
Event Registration		\$0.00
*Other (includes baggage handling, parking fees, toll charges, misc. tips, etc.)		\$100.00
TOTAL ESTIMATE of EXPENSES		\$1,475.00



TRAVEL REQUEST FORM

NAME: <u>Kevin Carter/Doug Nelson/Hollie Shankle</u>		DATE: <u>12/10/2024</u>
DEPARTURE: <u>February 10, 2025</u>	RETURN: <u>February 13, 2025</u>	
DESTINATION: <u>Austin, Texas</u>	EVENT: <u>Panhandle Days/High Ground Legislative</u>	

		Total Estimated Amount
Meals		\$900 (\$300 x 3)
Lodging		\$1,500 (\$500 x 3)
Transportation (taxi, shuttle, car rental)		\$200.00
Air Fare		\$1,500 (\$500 x 3)
Event Registration		\$1500 (\$500 x 3)
*Other (includes baggage handling, parking fees, toll charges, tips, etc.)	misc.	\$100.00
TOTAL ESTIMATE of EXPENSES		\$5,700.00



TRAVEL REQUEST FORM

NAME: <u>Kevin Carter</u>	DATE: <u>12/10/2024</u>
DEPARTURE: <u>February 24, 2025</u>	RETURN: <u>February 26, 2025</u>
DESTINATION: <u>Mexico City, Mexico</u>	EVENT: <u>Select USA - Mexico</u>

		Total Estimated Amount
Meals		\$300.00
Lodging		\$700.00
Transportation (taxi, shuttle, car rental)		\$200.00
Air Fare		\$750.00
Event Registration		\$3,000.00
*Other (includes baggage handling, parking fees, toll charges, misc. tips, etc.)		\$100.00
TOTAL ESTIMATE of EXPENSES		\$5,050.00



TRAVEL REQUEST FORM

NAME: Kevin Carter/Doug Nelson/Hollie Shankle		DATE: 12/10/2024	
DEPARTURE: February 26, 2025		RETURN: February 28, 2025	
DESTINATION: Austin, Texas		EVENT: TEDC Legislative Conference	

		Total Estimated Amount
Meals		\$675 (\$225 x 3)
Lodging		\$1800 (\$600 x 3)
Transportation (taxi, shuttle, car rental)		\$150.00
Air Fare		\$1500 (\$500 x 3)
Event Registration		\$650 (2 Complimentary)
*Other (includes baggage handling, parking fees, toll charges, misc. tips, etc.)		\$100.00
TOTAL EXPENSES		\$4,875.00



TRAVEL REQUEST FORM

NAME: <u>Kevin Carter/Hollie Shankle</u>		DATE: <u>12/10/2024</u>	
DEPARTURE: <u>March 11, 2025</u>		RETURN: <u>March 14, 2025</u>	
DESTINATION: <u>Orlando, Florida</u>		EVENT: <u>Site Selectors Annual Meeting</u>	

		Total Estimated Amount
Meals		\$600 (\$300 x 2)
Lodging		\$2100 (\$1050 x 2)
Transportation (taxi, shuttle, car rental)		\$300.00
Air Fare		\$1100 (\$550 x 2)
Event Registration		\$12,500 Spnonsorship
*Other (includes baggage handling, parking fees, toll charges, misc. tips, etc.)		\$100.00
TOTAL ESTIMATE of EXPENSES		\$16,700.00

Site Selectors Guild
2828 N. Central Ave., Suite #1504
Phoenix, AZ 85004
carrie@siteselectorsguild.com



INVOICE 585	PO NUMBER	11/18/2024
BILL TO	MESSAGE	

Kevin Carter
Amarillo Economic Development Corporation
600 S Tyler Street
Amarillo, TX 79101

ITEMS	QUANTITY	UNIT PRICE	PAID
2025 Annual Conference - Break Sponsor Revenue	1	10,000.00	0.00
Hollie Shankle AC Sponsor Registration	1	2,250.00	0.00

SUBTOTAL	12,250.00
TOTAL	12,250.00
PAYMENTS	(0.00)
TOTAL DUE BY 12/18/2024	12,250.00

CURRENT	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL OPEN INVOICE
12,250.00	0.00	0.00	0.00	12,250.00

[Submit payment online here](#)



TRAVEL REQUEST FORM

NAME: <u>Kevin Carter/ Doug Nelson</u>		DATE: <u>12/10/2024</u>
DEPARTURE: <u>March 22, 2025</u>		RETURN: <u>March 26, 2025</u>
DESTINATION: <u>Sacramento, California</u>		EVENT: <u>IAMC Spring Meeting</u>

		Total Estimated Amount
Meals		\$750 (\$375 x 2)
Lodging		\$2,400 (\$1200 x 2)
Transportation (taxi, shuttle, car rental)		\$200.00
Air Fare		\$1,200 (\$600 x 2)
Event Registration		\$2,300 (\$1150 x 2)
*Other (includes baggage handling, parking fees, toll charges, misc. tips, etc.)		\$100.00
TOTAL ESTIMATE of EXPENSES		\$6,950.00



Agenda Transmittal Memo

Date: December 10, 2024

Council Priority: Business Friendly Community Communication

Department: City Manager's Office

Contact Person: Kevin Carter, Amarillo Economic Development Corporation

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 12-10-24-3

This item considers a resolution amending the Amarillo Economic Development Corporation (AEDC) budget for the fiscal year 2024/2025 to authorize an increase in the marketing budget of a not to exceed amount of \$50,000, which will be used to design two gateway monument signs to be located on Interstate 40 entering Amarillo from both the east and west.

Agenda Item Summary: This item is to consider a not to exceed \$50,000 amendment to the Amarillo Economic Development Corporation (AEDC) marketing budget, authorizing the AEDC to design two gateway monument signs, one located on the east side of Amarillo on Interstate 40 and the other on the west side of Amarillo on Interstate 40. These designs, once completed, will be brought back to the City Council at a future meeting for consideration of an additional amendment to construct these two gateway monument signs.

Requested Action: Approval of the Budget Amendment as presented.

Funding Summary: \$50,000 for design of two (2) gateway monument signs, one on the east side of Amarillo on I-40, the other on the west side of Amarillo on I-40. The estimated total cost of this project is \$625,000.00. However, this figure will be refined following design and brought back to the City Council for consideration to proceed with construction.

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: The AEDC board approved the gateway monument sign project with a 4-0 vote on September 24, 2024.

Attachments:

1. Resolution No. 12-10-24-3
2. AEDC Gateway Signs Budget Estimate 07.29.2024 (1)
3. AMA sign Mockup

RESOLUTION NO. 12-10-24-3

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS:
AMENDING THE OPERATING BUDGET FOR THE FISCAL
YEAR 2024-2025 FOR THE AMARILLO ECONOMIC
DEVELOPMENT CORPORATION.

WHEREAS, the creation of the Amarillo Economic Development Corporation was authorized by City of Amarillo Resolution No. 1-16-90-2 for the purpose of promoting and developing warehousing, industrial, and manufacturing enterprises in order to promote and encourage employment and the public welfare, in accordance with state law; and

WHEREAS, by a majority vote of persons voting on November 7, 1989 the City Council levies an additional sales tax of one-half percent to be used for the above stated activities by the Amarillo Economic Development Corporation; and

WHEREAS, the Bylaws of the Amarillo Economic Development Corporation require that it submit its annual budget to the City Council for approval; and

WHEREAS, the Board of Directors of the Amarillo Economic Development Corporation has prepared, approved and submitted a proposed budget for approval; and

WHEREAS, on September 30, 2024 the City Council approved AEDC budget expenditures necessary for salaries, contractual obligations, and operating expenses; and,

WHEREAS, the Amarillo Economic Development Corporation now desires to amend said budget to add \$50,000 to the marketing budget to construct two gateway signs on I-40;

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

SECTION 1. That the Proposed Amendment to the Operating Budget for the period of October 1, 2024 to September 30, 2025 of the Amarillo Economic Development Corporation, a copy of which is appended to this Resolution and incorporated herein by reference, is hereby approved, together with any amendments made in public meeting.

SECTION 2. The City Secretary shall certify a copy of this Resolution to the Amarillo Economic Development Corporation, together with any amendments made in public meeting at which it is considered.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 10th day of December 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

TWO NEW GATEWAY SIGNS ON INTERSTATE 40
AMARILLO ECONOMIC DEVELOPMENT CORPORATION
Budget Estimate
July 29 2024



GENERAL CONDITIONS	22,105
GENERAL REQUIREMENTS	57,185
DEMOLITION	6,213
SITE CLEARING & GRADING	10,934
SITE REPAIRS & LANDSCAPING	12,500
CONCRETE FOUNDATIONS & PEDESTALS	62,218
STONE VENEER	36,000
STRUCTURAL STEEL FRAMING	36,633
LIGHT GAUGE METAL FRAMING	8,000
ROUGH CARPENTRY	8,015
FLUID APPLIED VAPOR BARRIER	2,000
ALUCOBOND METAL WALL PANELS	54,800
CAULKING & WATER REPELLANTS	2,900
LETTERING	21,650
ELECTRICAL & LIGHTING	90,000
SUBTOTAL	431,153
DESIGN CONTINGENCY	43,115
DESIGN-BUILDER'S CONTINGENCY	23,713
SUBTOTAL WITH CONTINGENCIES	497,982
INSURANCE	3,754
PERFORMANCE & PAYMENT BONDS	12,420
BUILDING PERMITS	2,692
DESIGN-BUILDER'S FEE	55,981
TOTAL CONSTRUCTION BUDGET	572,829
PROFESSIONAL DESIGN FEES	42,962
TOTAL DESIGN-BUILD BUDGET	615,791



DAY



SPOTLIT

ROAD TO THE STARS

This design includes cut-out stars and stripes that will allow the sky and nearby surroundings to be viewed through the structure during the day, and outlined at night.



BACK LIT/ LED