



Amarillo City Council Regular Meeting

January 28, 2025

3:00 PM

City Hall - Council Chamber

601 S. Buchanan Street, 3rd Floor

Amarillo, Texas 79101

AGENDA

1. **Call to Order**
2. **Invocation** Lance Harrington, Paramount Baptist Church
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. Local option ad valorem property tax exemption for operating a child-care facility
 - 7.C. Streets and facilities after action report for recent snow event
 - 7.D. Transfer Station emergency electrical repairs
 - 7.E. Options to purchase fire apparatus (trucks) via leasing or financing
 - 7.F. Buc-ee's \$275,000 Community Outreach Donation to benefit community-oriented projects, civic events, and other benevolent purposes within the City
 - 7.G. Draft resolution for city council legal counsel protocols
 - 7.H. Amarillo Economic Development Corporation Board of Director applicants

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 January 14, 2025.

(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 January 14, 2025.

(Contact: Stephanie Coggins, City Secretary)

8.C. CONSIDERATION OF ORDINANCE NO. 8173

This item is the second and final 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: Cafe Moonwater; Vicinity: SW 6th Ave. and S Carolina St)

(Contact: Stephanie Coggins, City Secretary)

8.D. CONSIDERATION OF ORDINANCE NO. 8176

This item is a second and final of an ordinance considering the rezoning of 30.18-acres of unplatted land, in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District. (VICINITY: Soncy Rd. & Town Square Blvd.; APPLICANT/S: Furman Land Surveyors, Inc. for the Emeline Bush O'Brien / Marsh Trust)

(Contact: Brady Kendrick, Senior Planner)

8.E. CONSIDERATION OF ORDINANCE NO. 8177

This item is a second and final reading of an ordinance considering the rezoning of Lot 5, Block 1, Wild Horse Addition Unit No. 5, an addition to the City of Amarillo, in Section 188, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Light Commercial District and Light Industrial District to Light Industrial District. (VICINITY: W. Amarillo Blvd. & N Fannin St.; APPLICANT/S: Thurman Mercantile

Exchange LLC)

(Contact: Brady Kendrick, Senior Planner)

8.F. CONSIDERATION OF RESOLUTION NO. 01-28-25-1

This item considers a Resolution in support of the City of Amarillo's application to the US Department of Transportation FY 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant program, to provide funding for the North Hughes Complete Street Project, which will rebuild North Hughes as a complete street from the base of the bridge between NW 3rd and 4th and NW 24th.

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

8.G. CONSIDER APPROVAL - POTTER COUNTY SHERIFF SALES

This item is to consider authorizing Potter County, as Trustee, to sell two Sheriff Sale properties that were sent out for bid. The County is requesting authorization of the Sheriff Sale properties from all taxing entities. The property sale process provides for the taxing entities, depending on the amount of bids/sale amount, to recoup all or a portion of delinquent taxes.

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

8.H. CONSIDER ACCEPTANCE - 2025 TEXAS PRESERVATION TRUST FUND GRANT FOR ROUTE 66 NEON SIGN RESTORATION

This item considers the acceptance of an agreement between the City of Amarillo and the Texas Historical Commission for the Texas Preservation Trust Fund. This grant will support the restoration of three historical neon business signs along Route 66.

Grantor: Texas Historical Commission

Amount: \$145,382.31 grant amount with a local match of \$145,382.31 (1:1)

Local Match/Funding Source: Neighborhood Planning Initiative Funds

Is the item budgeted? Yes

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

8.I. CONSIDER AWARD - ROUTE 66 NEON SIGN RESTORATION CONTRACT

This item considers the award of a contract to complete the restoration of three historical neon signs along Route 66 in connection to a grant the City received from the Texas Historical Commission.

Award to: Casteel Signs (BuyBoard #678-22)

Amount: \$ 290,764.62

Funding Source: Texas Preservation Trust Fund grant funding and Neighborhood Planning Initiative funding

Is the item budgeted? Yes

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

8.J. CONSIDER APPROVAL - CHANGE ORDER NO. 1 TO CONTINUOUS VALUE SERVICES (CVS) STATEMENT OF WORK

This item considers the award of a change order to the statement of work for continuous value services for support of the City's new ERP system, Workday, during the first three years of go-live under Omnia Partners Contract Number 11-57. This is provided under the City's master service agreement signed with Cognizant in October 2022. This item adds 450 additional hours of support and will be funded through a combination of bond proceeds and general fund revenues.

Award to: Cognizant Worldwide Limited (Collaborative Solutions)

Amount:

Original Award	\$388,073.50
Change Order No. 1	<u>102,200.00</u>
Total Award	\$490,273.50

Funding Source: Bond proceeds and general fund revenues

Is the item budgeted? Yes

(Contact: Katrina Owens, Director of Finance)

8.K. CONSIDER PURCHASE - SKYDIO X10 SYSTEM

This item considers the purchase of two unmanned aerial vehicles (UAV) including hardware and software bundle for use to supplement first responders for law enforcement.

Award to: Granite Defense Technologies (DIR #DIR-CPO-4768)

Amount: \$68,836.50

Funding Source: Seized fund revenues

Is the item budgeted? Yes

(Contact: Martin Birkenfeld, Chief of Police)

8.L. CONSIDER PURCHASE - 2025 DODGE RAM HD

This item considers the purchase of 2025 Dodge Ram HD EDK9/Bomb Tech Response. This vehicle will be a replacement of the explosive detection K9/APD Bomb Technician Response Vehicle.

Award to: D&M Commercial Leasing (BuyBoard #744-24)

Amount: \$85,845.47

Funding Source: State Homeland Security Grant (SHSG) funding

Is the item budgeted? Yes

(Contact: Martin Birkenfeld, Chief of Police)

8.M. CONSIDER APPROVAL - CHANGE ORDER NO. 1 FOR FIRE TRAINING TOWER REPAIR

This item considers approval of Change Order No. 1 for fire training tower repairs. Significant stairway design changes were implemented after investigations revealed the original construction plans were unsuitable due to current structural component issues.

Award to: Panhandle Steel Buildings (BuyBoard #581-19)

Amount:

Original Award	\$384,352.00
Change Order No. 1	<u>70,062.00</u>
Total Award	\$454,414.00

Funding Source: General construction fund revenues

Is this item budgeted? Yes

(Contact: David Kouba, Deputy Fire Chief)

8.N. CONSIDER PURCHASE - ACCESSIBLE DOCK FOR MEDICAL CENTER PARK

This item considers the purchase and installation of an accessible dock for Medical Center Park.

Award to: EZ Dock of Texas LP. (BuyBoard #679-22)

Amount: \$82,538.00

Funding Source: General fund revenues and Texas Parks and Wildlife Habitat and Angler Access Program grant funding

Is the item budgeted? Yes

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

8.O. CONSIDER AWARD - DESIGN CONTRACT FOR PARKING LOT DESIGN ON CITY OF AMARILLO PARK PROPERTIES

This item considers the award of a design contract for parking lots to be located in John Stiff Park and Rick Klein Park.

Award to: Sims Architects

Amount: \$157,000.00

Funding Source: General fund revenues

Is the item budgeted? Yes

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

8.P. CONSIDER APPROVAL - ADDENDUM TO EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE #2 DEVELOPER AGREEMENT WITH BIG TEXAN STEAK RANCH/GALAXY CATERING INC.

This item considers an extension to the deadline for Big Texan Steak Ranch/Galaxy Catering, Inc. to obtain a construction permit related to the Route 66 Bug Ranch outlined in the East Gateway TIRZ #2 Developer Agreement executed in May 2024.

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

9. Non-Consent Items

9.A. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8178

This item is a public hearing and first reading of an ordinance considering the rezoning of Lot 10, Block 5, Edgehill Addition Unit No. 6, an addition to the City of Amarillo, in Section 185, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Planned Development District 89A to Planned Development District 89B for the construction of a new auto parts store. (VICINITY: S. Georgia St. & SW 35th Ave.; APPLICANT/S: Wesley Berlin for Furman Family Partnership)

(Contact: Brady Kendrick, Senior Planner)

9.B. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8179

This item is a public hearing and first reading considering the rezoning of Lot 1A, Block 354, Mirror's Addition Unit No. 33, Lots 4 & 5 of Block 356, Lot 24 of Block 352, Holland's Addition, Lots 13-24 of Block 352 plus the adjacent 11-foot wide vacated portion of Grant Street, Lots 6-10 of Block 377, Lots 13-24 of Block 398, Lots 1-5 plus the east half of vacated alley of Block 114, Mirror's Addition, all additions to the City of Amarillo, in Sections 155 & 156, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Light Industrial District to Central Business District. (VICINITY: SE 8th Ave. & S. Johnson St.; APPLICANT/S: City of Amarillo and Curtis Sinclair for BGCG Real Estate, LLC)

(Contact: Brady Kendrick, Senior Planner)

9.C. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 01-28-25-2

This item is to conduct a public hearing and consider a resolution to rename Medical Center Park to John Ward Park.

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

9.D. CONSIDERATION OF RESOLUTION NO. 01-28-25-3

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

(Contact: Kevin Carter, Amarillo Economic Development Corporation)

9.E. CONSIDERATION OF RESOLUTION NO. 01-28-25-4

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

(Contact: Kevin Carter)

9.F. CONSIDERATION OF RESOLUTION NO. 01-28-25-5

This item considers a resolution to repeal Resolution No. 06-25-24-1 concerning the use of Hyde Kelley, LLP as outside counsel.

(Contact: Grayson Path, City Manager)

9.G. CONSIDER PURCHASE - FIRE APPARATUS (TRUCKS)

This item considers the purchase of six fire engines and two fire ladder trucks, including equipment and warranties for each truck.

Award to: All Source Enterprises LLC. DBA Safe Industries (Sourcewell contract # 113021-RVG)

Amount: \$13,553,090

Funding Source: Staff will be presenting a debt issuance on February 11, 2025
Is the item budgeted? Yes

(Contact: David Kouba, Deputy Fire Chief)

9.H. CONSIDER APPROVAL – AMENDMENT NO. 3 TO LOCATION INCENTIVE AGREEMENT BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND PLANT-AS-DNPS-003-02 LLC

This item considers approval of Amendment No. 3 to the Location Incentive Agreement between the Amarillo Economic Development Corporation and PLANT-AS-DNPS-003-02 LLC. The amendment would extend PLANT-AS-DNPS-003-02's construction commencement deadline to June 30, 2025.

(Contact: Kevin Carter, Amarillo Economic Development Corporation)

9.I. 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: Stephanie Coggins, City Secretary)

9.J. CONSIDER APPOINTMENT - PARKS AND RECREATION BOARD MEMBERS

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

(Contact: Stephanie Coggins, City Secretary)

9.K. 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: Stephanie Coggins, City Secretary)

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 25th day of January 2025 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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AMARILLO APPROVING PROTOCOLS CONCERNING THE
USE OF LEGAL COUNSEL; PROVIDING A SEVERABILITY
CLAUSE AND EFFECTIVE DATE.

WHEREAS, City of Amarillo Charter Article V, Section 1 states “the municipal government of the City of Amarillo shall consist of the City Council, which shall be composed of five (5) councilmembers, one of whom shall be the Mayor of the City”; and

WHEREAS, City of Amarillo Charter Article V, Section 14 states “a majority of all members of the Council shall constitute a quorum to do business, and the affirmative vote of a majority shall be necessary to adopt any ordinance or resolution”; and,

WHEREAS, City of Amarillo Charter Article V, Section 20 states “the Council shall appoint a City Manager, who shall be the administrative head of the municipal government, and shall be responsible for the efficient administration of all departments”; and,

WHEREAS, City of Amarillo Charter Article V, Section 21(a) states that “the City Manager shall see that the Laws and Ordinances of the City are enforced”; and,

WHEREAS, City of Amarillo Charter Article V, Section 21(c) states that the City Manager shall “Exercise control and supervision over all departments and offices that may be created by the Council, and all officers and employees appointed by the Manager”; and,

WHEREAS, City of Amarillo City Code Section 2-3-1 states, “the City Attorney shall be appointed by the City Manager with the advice and consent of the City Council. The City Attorney shall hold office at the will of the City Manager.”; and,

WHEREAS, City of Amarillo City Code Section 2-3-2 states, “the City Attorney shall be the legal advisor and attorney for the City Council and all officers and departments of the City”, “represent the City in all litigation and legal proceedings”, and “on the request of the City Council or the City Manager, furnish a written opinion upon any question of law pertaining to the City government or involving the powers and duties of any officer, board, employee or department of the City government”; and,

WHEREAS, City of Amarillo City Code Section 2-3-4 states, “nothing in this chapter shall be construed to abridge or in any way restrict the power of the City Manager, with the advice and consent of the City Council, to employ such other attorneys as he may see fit, to advise the City Council or the City Manager or represent the City in any action pending or prospective”; and,

Commented [GP1]: The 12/10/24 City Council discussion circled around the question of creating protocols regarding how the City Council, as well as individual City Councilmembers, can pursue legal counsel, both in-house and outside. This question also involved the role of the City Manager. Therefore, it is appropriate to begin this Resolution by identifying applicable Charter and City Codes to create a frame of reference for these protocols.

Also during the 12/10/24 City Council meeting, there seemed to be a concern regarding situations where the City Manager disagrees with a decision or request (ex: Ice Department). Ultimately, the City Manager’s agreement or disagreement is irrelevant. Once the Governing Body has decided, unless it is illegal, immoral, or unethical, it is the duty of the City Manager to carry out the request.

With the above being said, to still try and address this concern, this Resolution includes the use of “shall” in various places to help show that certain actions will be done whether the City Manager and/or City Attorney agree or not.

WHEREAS, the City Council wishes to develop protocols concerning the City Council's use of legal counsel, including the City Attorney and outside legal counsel.

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

SECTION 1. The findings recited above are found to be true and correct, and they are hereby incorporated as if stated fully herein.

SECTION 2 There shall be a distinction between the City Attorney as in-house legal counsel as compared to outside legal counsel. In-house legal counsel are employees of the City of Amarillo, represent a broad range of legal expertise, are readily available, provide on-going and collaborative legal guidance, and are integrated into the daily decision-making process which allows them to provide informed, holistic and timely insight and perspective tailored to the City of Amarillo. The City of Amarillo is the sole client of in-house legal counsel. Outside legal counsel is a transactional relationship with an independent attorney or law firm, used for discrete and specialized tasks on a case-by-case basis with a defined beginning and end. The City of Amarillo is one of many clients of outside legal counsel. Notwithstanding the terms provided in this Resolution, it is the intent of the City Council to establish the City Attorney, as in-house legal counsel, as the primary point of contact for all legal affairs, with outside legal counsel being secondary, when needed.

SECTION 3. Whenever the City Council requests a written opinion upon any question of law pertaining to the City government or involving the powers and duties of any officer, board, employee or department of the City government, they shall direct the request to the City Manager. The City Manager shall direct the City Attorney to provide a written opinion and shall present this to the City Council upon completion. If the City Attorney deems it appropriate to pursue outside legal counsel for any or all portions of this task, the City Manager shall first authorize the use of the outside legal counsel in consultation with the City Attorney. Upon receipt of the written

opinion, should the City Council request an additional outside legal counsel written opinion, they may direct the City Manager who shall, in consultation with the City Attorney, obtain an additional outside legal counsel written opinion and shall present this to the City Council upon completion.

SECTION 4. Whenever a City Councilmember requests a written opinion upon any question of law pertaining to the City government or involving the powers and duties of any officer, board, employee or department of the City government, he/she shall direct the request to the City Manager. The City Manager shall first meet with the City Councilmember to discuss their request. Upon completion of this discussion, if the City Councilmember wishes to proceed with obtaining a written opinion, the City Manager shall direct the City Attorney to provide a written opinion and shall present this to the City Councilmember upon completion. If the City Attorney deems it appropriate to pursue outside legal counsel for any or all portions of this task, the City Manager shall first authorize the use of the outside legal counsel in consultation with the City Attorney. Upon receipt of the written opinion, should the City Councilmember request an additional outside legal counsel written opinion, they shall direct the request to the City Manager who may, in consultation with the City Attorney, obtain an additional outside legal counsel written opinion as requested by the City Councilmember. Should the City Manager decline to pursue an additional outside legal counsel written opinion, then the City Councilmember may request that one (1) other City Councilmember likewise make the request of the City Manager. Upon receipt of a written request by the original City Councilmember as well as a second City Councilmember, the City Manager shall first meet with the two City Councilmembers to discuss their request. Upon completion of this discussion, if the two City Councilmembers wish to proceed with obtaining an additional outside legal counsel written opinion, the City Manager

Commented [GP2]: When the City Council makes the request (Section 3), it obviously comes following a discussion as that is how council meetings work. Whether amongst the City Council or between a Councilmember and Manager, having a discussion prior to tasking legal counsel with performing work, is always appropriate because it helps clarify and/or focus the request, making sure the written opinion truly addresses the request. In addition, sometimes the City Manager (or staff) might have information pertinent that addresses the concern prior to seeking legal counsel.

Commented [GP3]: This appeared to be a concern expressed in the City Council meeting; if the City Manager does not agree, what is the recourse of the Councilmember? One option that is always available is for either the City Councilmember and/or City Manager to approach the City Council. However, a desire was expressed during the council meeting for City Councilmembers to have an opportunity to educate themselves on a topic ahead of a council discussion. Likewise, the option of utilizing two councilmembers as a solution to this matter was mentioned.

shall, in consultation with the City Attorney, obtain an additional outside legal counsel written opinion as requested by the two City Councilmembers. Whenever the work associated with this Section 4 requires the City Manager to obtain any additional outside legal counsel written opinion(s), he/she shall notify, in writing, the City Council. In lieu of requesting the assistance of one other City Councilmember, the originating City Councilmember may request the item be placed on a City Council meeting agenda for discussion and direction. The City Manager shall place the requested item on the next available City Council meeting agenda. Pursuant to City Code Chapter 2-2, the City Manager may also decide at any time to place the item on a City Council meeting agenda for discussion and direction. When the item is placed on the agenda, the terms of Section 3 may then apply as determined by the City Council. The City Council's decision shall be final.

SECTION 5 Whenever the City Council requests a written opinion upon any question of law pertaining to the employment of the City Manager, they shall direct the request to the City Attorney. The City Attorney shall provide a written opinion and present this to the City Council upon completion. If the City Attorney deems it appropriate to pursue outside legal counsel for any or all portions of this task, the City Council shall first authorize the use of the outside legal counsel in consultation with the City Attorney. Upon receipt of the written opinion, should the City Council request any additional outside legal counsel written opinion, they may direct the City Attorney who shall obtain an additional outside legal counsel written opinion and shall present this to the City Council upon completion.

SECTION 6 Whenever a City Councilmember requests a written opinion upon any question of law pertaining to the employment of the City Manager, he/she shall direct the request to the City Council. The City Council may discuss this matter and will decide to authorize the

Commented [GP4]: There was a concern expressed during the council meeting with the rest of the council not being aware of when fellow councilmembers are obtaining outside legal counsel and for what purpose. Short of taking it to a council meeting, this will make sure they are all kept informed that work is being done.

Commented [GP5]: This scenario must be handled carefully because 1) the City Manager is the employee of the City Council, 2) the City Manager has an employment agreement that must be reviewed, and 3) the City Attorney provides counsel to both the City Council and City Manager. Therefore, it appears appropriate that such a request first be made of the City Council who then acts on behalf of the Councilmember (for or against). This is also of benefit to the City Attorney to help provide clear guidance and direction.

request or not. If they authorize the request, then the terms of Section 5 shall be followed. If they do not authorize the request, then no work shall be done.

SECTION 7 When in the course of his/her daily duties as provided in the City of Amarillo Charter or City Codes, the City Manager or City Attorney deem it appropriate to pursue outside legal counsel for any or all portions of a task, the City Manager shall first authorize the use of outside legal counsel recommended by the City Attorney.

SECTION 8 The City Manager or City Attorney are hereby authorized to use the following identified outside legal counsel to fulfill the requirements of this Resolution:

- (a) Bigbee Curtis Law LLP
- (b) Brown Fortunato PC
- (c) Gannaway Clifton PLLC
- (d) Herra Law Associates PLLC
- (e) Hyde Kelley LLP
- (f) Kerry Tilley, Esq PLLC
- (g) Lynn Law PLLC
- (h) Martin Dies Attorneys PLLC
- (i) Morgan Williamson LLP
- (j) Norton Rose Fullbright US LLP
- (k) Sprouse, Shrader, Smith PLLC
- (l) Taylor Olson Adkins Sralla & Elam, LLP
- (m) Underwood Law Firm PC

Upon the approval by the City Council, this Section 8 may be amended to include additional identified outside legal counsel, as requested by the City Manager, City Attorney, or a

Commented [GP6]: Pursuant to City Code 2-3-4, the City Manager may employ other attorneys, with the advice and consent of the City Council. For efficiency, this section has been drafted to seek the City Council's pre-approval of a list of known outside firms. The listed firms are all ones the City has used in recent years. They represent categories of fields including litigation, real estate, labor/employment, municipal law, bond, etc.

City Councilmember. At no time shall the City of Amarillo task nor pay for work done by outside legal counsel that is not included in this list, as amended from time to time, unless otherwise authorized by the City Council. The City Manager and/or the City Attorney shall be responsible for negotiating and implementing all necessary engagement documents when working with outside legal counsel.

SECTION 9 Nothing in this Resolution shall prohibit the City Council or a City Councilmember from speaking directly to the City Attorney regarding general inquiries outside of written opinions.

SECTION 10 Nothing in this Resolution shall prohibit the City Council from directing the City Manager to utilize an outside legal counsel of their choice in accordance with this Resolution.

SECTION 11 The City Attorney maintains Guidelines for Outside Litigation Counsel that shall govern the use of outside litigation legal counsel. Litigation shall be handled in accordance with applicable State Law and City Code.

SECTION 12 Nothing in this Resolution shall prohibit the City Manager from working directly with outside legal counsel should he/she determine that a conflict of interest exists with the City Attorney.

SECTION 13. Should any part of this resolution conflict with any other previous resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 14. 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 ____th day of _____ 2025.

-----SIGNATURE PAGE TO FOLLOW-----

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

DRAFT



Agenda Transmittal Memo

Date: January 28, 2025
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 January 14, 2025.

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 2025_01_14 Work Session



Amarillo City Council Work Session

January 14, 2025

11:00 AM

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

MINUTES

1. Call to Order

On January 14, 2025 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 11:01 AM.

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

Mr. McWilliams advised at 11:03 AM that the City Council would convene into executive session per Texas Government Code A) Section 551.074 - Discuss the appointment, employment, evaluation, duties, and qualifications of a public officer or employee: i) Deputy City Manager Andrew Freeman's performance evaluation during his tenure as Interim City Manager and ii) Municipal Judge Laura Hamilton; B) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: i) Property located in the Downtown Central Business District and ii) Property located in Roberts County; and C) Section 551.071 - Consult with Attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter: i) Placement of a donated ten

commandments statue at new city hall.

2.A. Section 551.074 - Discuss the appointment, employment, evaluation, duties, and qualifications of a public officer or employee:

- i. Deputy City Manager Andrew Freeman's performance evaluation during his tenure as Interim City Manager
- ii. Municipal Judge Laura Hamilton

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

- i. Property located in the Downtown Central Business District
- ii. Property located in Roberts County

2.C. Section 551.071 - Consult with Attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter:

- i. Placement of a donated ten commandments statue at new city hall
- ii. Project # 21-10-03 (Manufacturing) Producers Owned Beef
- iii. Project # 21-12-01 (Manufacturing) CVMR
- iv. Project # 22-09-03 (Manufacturing) Plant-AS-DNPS-003-2 (Plant Agriculture Systems)

2.D. Section 551.087 - Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:

- i. Project # 21-10-03 (Manufacturing) Producers Owned Beef
- ii. Project # 21-12-01 (Manufacturing) CVMR
- iii. Project # 22-09-03 (Manufacturing) Plant-AS-DNPS-003-2 (Plant Agriculture Systems)

3. Adjourn

Mr. McWilliams announced the executive session was completed at 2:42 PM, and Mayor Stanley adjourned the Work Session.



Agenda Transmittal Memo

Date: January 28, 2025
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 January 14, 2025.

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 2025_01_14 Regular Meeting



Amarillo City Council Regular Meeting

January 14, 2025

3:00 PM

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

MINUTES

1. Call to Order

On January 14, 2025 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 3:01 PM.

2. Invocation

Brian Gibson, of HIS Church, gave an invocation.

3. Pledge of Allegiance

Mayor Stanley led the Pledge of Allegiance.

4. The Texas Pledge

Mayor Stanley led the Texas Pledge.

5. Announcements

There were no 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 signup 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.** Coming Home and Peer Reintegration Employment Partnership (PREP) Academy outcomes and successes
- 7.C.** Transformation Park Update from Transformation Park Executive Director
- 7.D.** Fire Truck Leasing/Purchasing Options
At 5:22 p.m., Mayor Stanley recessed the regular meeting.
At 5:35 p.m., Mayor Stanley resumed the regular meeting.
- 7.E.** Buc-ee's \$275,000 Community Outreach Donation to benefit community-oriented projects, civic events, and other benevolent purposes within the City
- 7.F.** Updates from Councilmembers serving on outside boards and commissions:
- i. Beautification and Public Arts Advisory Board (Josh Craft)
 - ii. Convention and Visitors Bureau (Tom Scherlen)
 - iii. Animal Management and Welfare Advisory Board (Les Simpson)
 - iv. Neighborhood Oversight Committee (Cole Stanley, Les Simpson)
- 7.G.** 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.

Mayor Stanley introduced the consent agenda and asked if anything should be removed. Mayor Stanley asked to pull item 8.J for separate consideration.

ACTION: Motion to approve the consent agenda with the exception of item 8.J 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

8.A. CONSIDER APPROVAL - MINUTES

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

(Contact: Stephanie Coggins, City Secretary)

8.B. CONSIDERATION OF ORDINANCE NO. 8171

This item is a second and final 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)

8.C. CONSIDERATION OF ORDINANCE NO. 8172

This item is the second and final 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)

8.D. CONSIDERATION OF ORDINANCE NO. 8174

This item is the second and final 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)

8.E. CONSIDERATION OF ORDINANCE NO. 8175

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 provide funding to the Community Development fund that will provide extreme weather assistance.

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

8.F. CONSIDERATION OF RESOLUTION NO. 01-14-25-1

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

(Contact: Alan Harder, Director of Public Works)

8.G. CONSIDER APPROVAL - MEMORANDUM OF UNDERSTANDING WITH BURLINGTON NORTHERN SANTA FE FOR THE NE 24TH AVENUE OVERPASS

This item considers the approval of a Memorandum of Understanding (MOU) between Burlington Northern Santa Fe (BNSF) Railway and the City of Amarillo for the purpose of engineering and constructing a new highway overpass at the NE 24th Avenue crossing.

(Contact: Emily Koller, Director of Planning and Development Services, Kyle Schniederjan, Director of Capital Projects Development and Engineering)

8.H. CONSIDER APPROVAL - EMERGENCY PURCHASE FOR ICE PLANT REPAIRS

This item considers the approval of an emergency purchase for services and parts needed to complete an emergency repair of the Civic Center's ice plant.

Award to: Arena Products & Services LLC

Amount: \$94,202.63

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Jerry Danforth, Director of Facilities)

8.I. CONSIDER AWARD - LANDFILL FLARE REPLACEMENT BLOWERS

This item considers the award of a contract for two replacement blowers, expansion boots (5" and 6"), rental of a temporary blower, and associated removal and installation services at the City of Amarillo Landfill Flare.

Award to: Parnel Biogas Inc

Amount: \$153,004.00

Funding Source: General fund revenues

Is the item budgeted? Yes

(Contact: Alan Harder, Director of Public Works)

8.J. CONSIDER AWARD - METER DATA MANAGEMENT SOFTWARE AGREEMENT FOR AUTOMATED METERING INFRASTRUCTURE (AMI) PROJECT

This item considers the award of a one-year agreement for meter data management software to support the AMI project digital meters. This contract is for a one-year term.

Award to: Harris Computer System

Amount: \$88,476.00

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

(Contact: Michael Price, Director of Utilities)

This item was removed from, and taken up immediately following, the consent agenda.

Mayor Stanley introduced the item. Mr. Gagnon and Michael Price, Director of Utilities, presented the item.

ACTION: Motion to approve Item 8.J as presented by Don Tipps, second by Josh Craft;

Motion passed with a 5:0 vote.

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

NOES: Simpson
ABSTAIN: None

9. Non-Consent Items

9.A. 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: Cafe Moonwater; Vicinity: SW 6th Ave. and S Carolina St)

(Contact: Stephanie Coggins, City Secretary)

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

ACTION: Motion to adopt Ordinance No. 8173 because enforcement of a setback will not serve its intended purpose 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

9.B. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8176

This item is a public hearing and first reading of an ordinance considering the rezoning of 30.18-acres of unplatted land, in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District. (VICINITY: Soncy Rd. & Town Square Blvd.; APPLICANT/S: Furman Land Surveyors, Inc. for the Emeline Bush O'Brien / Marsh Trust)

(Contact: Brady Kendrick, Senior Planner)

Mayor Stanley introduced the item. Brady Kendrick, Senior Planner, presented the item. After the presentation, Mayor Stanley recused himself from the meeting and handed it over to Mayor Pro Tem Simpson. Mayor Pro Tem Simpson opened a public hearing. No one presented to speak. Mayor Pro Tem Simpson closed the public hearing.

ACTION: Motion to adopt Ordinance No. 8176 by Josh Craft, second by Don Tipps;
Motion passed with a 4:0 vote.

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

9.C. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8177

This item is a public hearing and first reading of an ordinance considering the rezoning of Lot 5, Block 1, Wild Horse Addition Unit No. 5, an addition to the City of Amarillo, in Section 188, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Light Commercial District and Light Industrial District to Light Industrial District. (VICINITY: W. Amarillo Blvd. & N Fannin St.; APPLICANT/S: Thurman Mercantile Exchange LLC)

(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. 8177 by Don Tipps, second by Tom Scherlen;
Motion passed with a 5:0 vote.

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

NOES: None

ABSTAIN: None

9.D. CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION (AEDC) AND AAA COOPER TRANSPORTATION, INC.

This item is to consider approval of a Location Incentive Agreement between AEDC and AAA Cooper Transportation, Inc. for an incentive of \$15,000 per job created, paid over 10 years (Up to \$900,000).

(Contact: Kevin Carter, Executive Director of Amarillo Economic Development Corporation)

Mayor Stanley introduced the item. Kevin Carter, Amarillo Economic Development Corporation, presented the item.

ACTION: Motion to approve Item 9.D 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

9.E. DISCUSS AND CONSIDER SALE - REAL ESTATE LOCATED AT BENCHMARK STREET (CENTERPORT BUSINESS PARK)

This item considers authorizing the Amarillo Economic Development Corporation (AEDC) to execute a contract and all necessary documents for the sale of approximately 3.61 acres of land, located at Benchmark Street, to Slide Mountain Properties for a sales price of \$162,450.00 plus closing and related costs.

(Contact: Kevin Carter, Executive Director of Amarillo Economic Development Corporation)

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

ACTION: Motion to approve Item 9.E as presented by Les Simpson, second by Don Tipps;

Motion passed with a 5:0 vote.

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

NOES: None

ABSTAIN: None

9.F. CONSIDERATION OF RESOLUTION NO. 01-14-25-2

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 and presented the item.

ACTION: Motion to consider Resolution No. 01-14-25-2 by Tom Scherlen, second by Josh Craft;

Motion passed with a 4:1 vote.

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

NOES: Les Simpson

ABSTAIN: None

10. Adjourn

Mayor Stanley adjourned the Regular Meeting at 6:41 PM.



Agenda Transmittal Memo

Date: January 28, 2025
Council Priority: Public Safety
Department: City Secretary
Contact Person: Stephanie Coggins, City Secretary

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8173

This item is the second and final 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: Cafe Moonwater; 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,

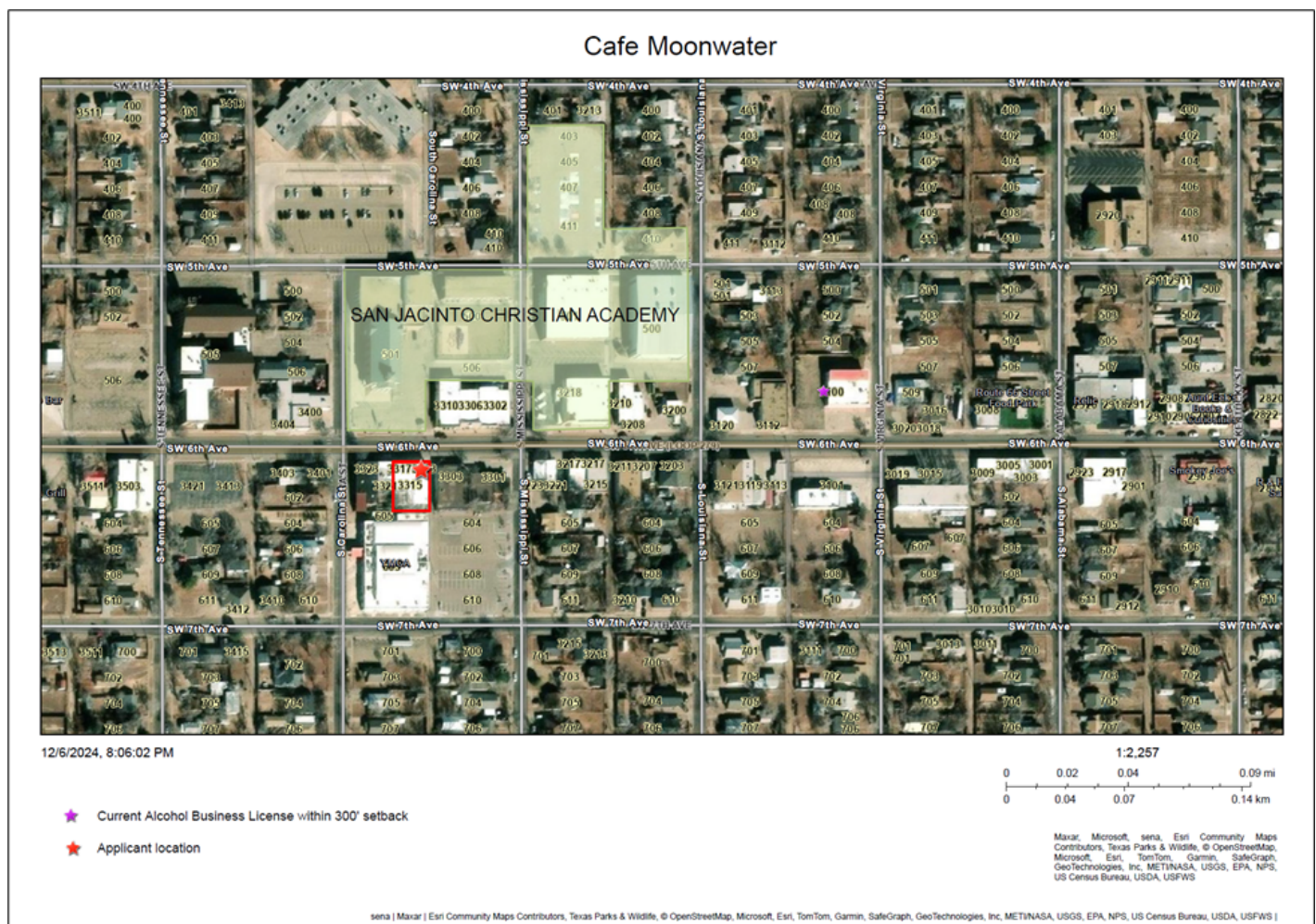
sales/transfers and renewal would not apply as this property has not had an Alcoholic Beverage License in the past, leaving a variance as the only option for the applicant.

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: Staff reached out to San Jacinto Christian Academy, and they are not taking a position in support of or against the requested variance. This ordinance was first read by City Council on January 14, 2025, where it passed by a 5-0 vote.

Staff Recommendation: N/A

Attachments:

1. Ordinance No. 8173 - 300ft Alcohol Variance Cafe Moonwater
2. Request for variance - Cafe Moonwater
3. San Jacinto Response for Alcohol Variance Request - 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 serve its intended purpose.

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 14th day of January 2025 and PASSED on Second and Final Reading on this the 28th 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](#)

Re: Alcohol Variance Request for Cafe Moonwater

From Josh Moody <jmoody@sanjac.org>
Date Wed 12/11/2024 3:05 PM
To Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Cc Roxanne Cheek <rcheek@sanjac.org>

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.
Good afternoon, Mrs. Coggins,

I spoke with Mayor Stanley earlier today and gave him our official position, which I will also state here. San Jacinto Christian Academy is not in a position to support the variance to approve the sale of alcohol at 3313 SW 6th Avenue, but we also do not object to the variance if the city council chooses to approve it. If you need anything else, please let me know.

Thank you,

Josh Moody

Phone: 806.350.9219

From: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Sent: Wednesday, December 11, 2024 2:34 PM
To: Josh Moody <jmoody@sanjac.org>
Subject: Alcohol Variance Request for Cafe Moonwater

Good morning Mr. Moody,

I have been trying to make contact with the Superintendent's office of San Jacinto Christian Academy, but I have not had any luck connecting with anyone. We received a request for a variance for Cafe Moonwater, which if approved, would allow them to sell beer and wine at 3313 SW 6th Avenue. This location is across the street from San Jacinto Christian Academy. The applicant applied to sell beer and wine for on-premise consumption, but her application was ultimately denied because the location is within 300' of San Jacinto Christian Academy. The Texas Alcohol Beverage Code gives applicants an avenue to request a variance from the distance regulations, and the applicant has requested such a variance.

This item was considered by City Council last night. The applicant, Marci Abrahamson, stated that San Jacinto would support this variance and shared your name with City Council contact. They tabled this item until January to allow us to reach out to you for a response. Would you please reply to this email or give me a call to discuss the item? Our City Council would like to know if San Jacinto would be 1) in support of City Council approving the variance, 2) in opposition to City Council approving the variance, or 3) prefer to give no position. You are welcome to call me at the office number below, or on my cell phone at 806-282-1584. I appreciate any assistance you can provide in this matter.

Thank you,

Stephanie Coggins, TRMC

City Secretary

stephanie.coggins@amarillo.gov

806-378-3014



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Agenda Transmittal Memo

Date: January 28, 2025
Council Priority: Business Friendly Community
Department: Planning and Development Services
Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8176

This item is a second and final of an ordinance considering the rezoning of 30.18-acres of unplatted land, in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District. (VICINITY: Soncy Rd. & Town Square Blvd.; APPLICANT/S: Furman Land Surveyors, Inc. for the Emeline Bush O'Brien / Marsh Trust)

Agenda Item Summary: Purpose: The applicant is requesting a change in zoning to develop the property with retail-oriented land uses along the Soncy Road corridor.

Adjacent Zoning: Adjacent zoning consists of Agricultural District to the north and south, General Retail District, Agricultural District, and Office District 1 to the east, and Agricultural District, General Retail District, and Planned Development Districts 373A and 373D to the west.

Adjacent Land uses: Adjacent land uses consist of undeveloped land to the north and south, undeveloped land, offices, and a church to the east, and undeveloped land, a dental clinic, and offices to the west.

City Plan 2045 Conformance: The request conforms with the Complete Neighborhoods Scenario and the Place Type category of Neighborhood Mixed Use identified for the property.

Analysis: The applicant's property is located on the eastern edge of the Town Square subdivision and mixed-use area and fronts upon Soncy Road. Over the last few decades, the Soncy Road corridor has largely developed into a retail corridor, including the area in which the applicant's property is located. Given the development patterns in this area, the applicant's request is a logical continuation of the zoning and development patterns in this area given the mixed-use area located to the west of the applicant's property and Soncy Road to the east.

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 January 6, 2025 Planning and Zoning Commission meeting. This ordinance was first read by City Council on January 14, 2025, where it passed by a 5-0 vote.

Attachments:

1. Ordinance No. 8176
2. Exhibit A to Ordinance 8176
3. Location Map to Ordinance 8176

ORDINANCE NO. 8176

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

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

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

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

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

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

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

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

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

Rezoning of a 30.18-acre tract of unplatted land, in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and

public ways, to change from Agricultural District to General Retail District, being further described in Exhibit A attached herein.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 14th day of January 2025 and PASSED on Second and Final Reading on this the 18th day of January 2025.

Cole Stanley, Mayor

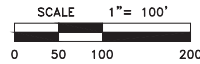
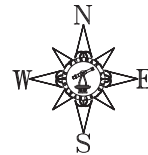
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Exhibit A



LEGEND:	
●	IRON ROD W/ ALUMINUM CAP FND
●	1/2" IRON ROD W/CAP FND
●	1/2" IRON ROD FND
(XXXX)	NAME OR NUMBER IN () INDICATES MONUMENT ORIGIN
CM	CONTROL MONUMENT
RM	RECORD MONUMENT

NOTES

1. Original seal and signature of the surveyor must be present on each page for survey to be valid.
2. This plat is the property of Furman Land Surveyors Inc. Furman Land Surveyors Inc. accepts no responsibility for the use of this plat for any purpose other than its original intended use. The intended use being the consummation of the original transaction between the parties listed in the certificate hereon and issuance of title insurance for the property surveyed. Reproduction of this plat for any purpose other than its original intended use is expressly forbidden without the written consent of an authorized agent of Furman Land Surveyors Inc. Copyright 2024.
3. No investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose have been made by this Surveyor.
4. Boundary survey only. Improvements, if any, are not shown.

DESCRIPTION

A 30.18+/-acre tract of land out of Section 63, Block 9, B.S.&F. Survey, Randall County, Texas, being a portion of that certain 58.90+/- acre tract of land being described in that certain instrument recorded under Clerk's File No. 2018001730 of the Official Public Records of Randall County, Texas, (OPRR) said 30.18+/- acre tract of land having been surveyed on the ground on October 25, 2024 by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

BEGINNING at an iron rod with aluminum cap (1939) found, of record, in the West Right-of-Way line of Soncy Road (Vol. 757, pg. 272) for the Northeast corner of that certain 66,052 Square Foot tract of land being described in that certain instrument recorded under Clerk's File No. 2013011485 (OPRR), same being the Southeast corner of this tract of land, from whence an iron rod with aluminum cap (1939) found, of record, for the Southeast corner of said 6,052 Square Foot tract of land, same being the Northeast corner of Lot 1, Block 1, Town Square Unit No. 6, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 2020022407 (OPRR) bears S. 00° 01' 05" E. 100.00 feet;

THENCE S. 89° 50' 32" W. 660.51 feet along the North line of said 66,052 Square Foot tract of land to an iron rod with aluminum cap (1939) found, of record, in the East line of Lot 3A, Block 1, Town Square Unit No. 6, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 2017001365 (OPRR) for the Northwest corner of said 66,052 Square Foot tract of land, same being the Southwest corner of this tract of land, from whence an iron rod with aluminum cap (1939) found, of record, for the Southwest corner of said 66,052 Square Foot tract of land bears S. 00° 09' 28" E. 100.00 feet;

THENCE N. 00° 09' 28" W. (Base line), at 381.90 feet pass a 1/2 inch iron rod with cap (FURMAN), for the Northeast corner of said Lot 3A, Block 1 (per previous survey by this firm) at 867.90 feet pass a 1/2 inch iron rod with cap (FURMAN), for the Northeast corner of Lot 18F, Block 2, Town Square Unit No. 8, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 2020021696 (OPRR) (per previous survey by this firm), at 1114.6 feet pass a 1/2 inch iron rod with cap (FURMAN) for the Northeast corner of Lot 19, Block 2, Town Square Unit No. 12, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 2022010938 (OPRR), (per previous survey by this firm), continuing for a total distance of 1993.34 feet to a 1/2 inch iron rod with cap (FURMAN) found in the South Right-of-Way line of Lexington Square as dedicated per instrument recorded under Clerk's File No. 2021000535 (OPRR) for the Northwest corner of this tract of land;

THENCE S. 89° 45' 22" E. 660.17 feet along the South Right-of-Way line of said Lexington Square to a 1/2 inch iron rod with cap (6453) found in the West Right-of-Way line of said Soncy Road for the Northeast corner of this tract of land, from whence a 1/2 inch iron rod found bears N. 00° 10' 05" W. 100.00 feet;

THENCE S 00° 10' 05" E. 1988.72 feet along the West Right-of-Way line of Soncy Road to the PLACE OF BEGINNING and containing 30.18 acres of land, more or less.

REZONING EXHIBIT
SECTION 63, BLOCK 9
BS&F SURVEY
RANDALL COUNTY

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. THIS DOCUMENT HAS BEEN RELEASED BY DARYL R. FURMAN RPLS 5374 FOR REVIEW PURPOSES ONLY.
DATE: 11/14/2024



DARYL R. FURMAN, RPLS - DANIEL R. FURMAN, RPLS - DONALD R. FURMAN, RPLS
CASEY A. MANN, RPLS - LANDON M. STOKES, RPLS
HEATHER LYNN LEMONS, RPLS - KYLIE L. BRADY, RPLS
M. CHASE ROME, RPLS - LEONARD A. McLAUGHLIN, RPLS
PETER VENTURA, SIT - JONATHAN LANDES, SIT
TEXAS FIRM #1092400 & 1092401
P.O. BOX 1416, AMARILLO, TEXAS 79105 - (806) 374-4346 FAX (806) 374-4348
P.O. BOX 461, THUMAS, TEXAS 79087 - (806) 934-1405 FAX (806) 934-1405

PROJECT NO. 2434702 FILE NO. H-15
DRAWING NO. P-1024 RANDALL COUNTY, TEXAS
Page 42 of 170

CLERK'S FILE NO.
2012013182

CLERK'S FILE NO.
2017005902

LOT 19, BLOCK 2
TOWN SQUARE UNIT NO. 12
CLERK'S FILE NO.
2022010938

BASE LINE
BASIS OF BEARING PER
CLERK'S FILE NO.
2012017713
N 00° 09' 28" W 1993.34'

246.70'

- 30.18± ACRES -

LOT 18F

LOT 18G

LOT 18H

LOT 18I

LOT 18J

LOT 18K

BLOCK 2
TOWN SQUARE UNIT NO. 8
CLERK'S FILE NO.
2020021696

LOT 3A, BLOCK 1
TOWN SQUARE UNIT NO. 6
CLERK'S FILE NO.
2017001365

(MEAS.
100.00')
S 00° 09' 28" E
(1939)

CM
RM
(1939)

S 89° 50' 32" W 660.51'
TOWN SQUARE BOULEVARD
(PER STREET SIGN)
66,052 SQ. FT.
CLERK'S FILE NO. 2013011485

LOT 1, BLOCK 1
TOWN SQUARE UNIT NO. 9
CLERK'S FILE NO.
2020022407

SONCY ROAD
AMARILLO, TEXAS
(VOL. 757, PG. 272)

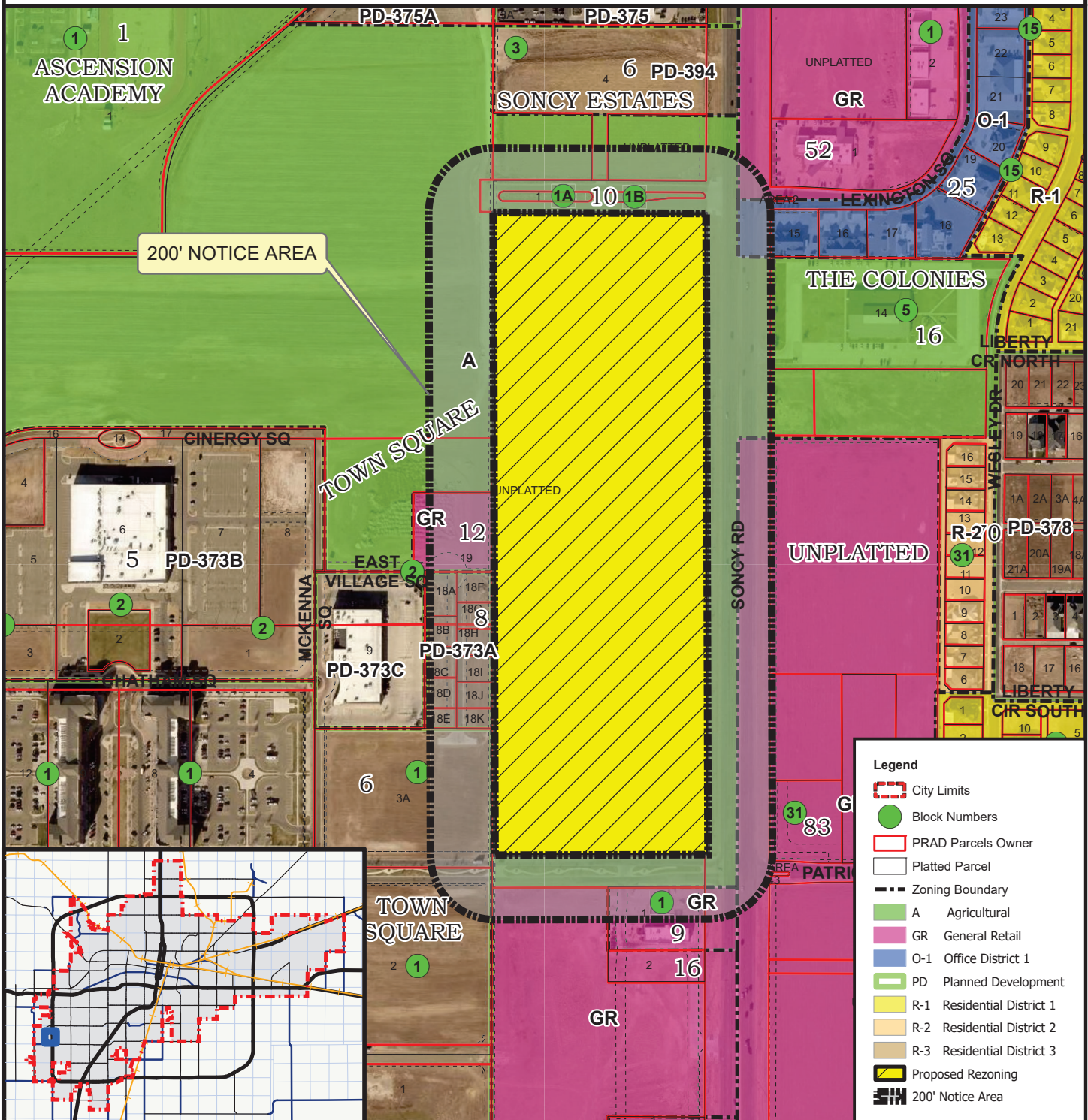
S 00° 10' 05" E 1988.72'

(MEAS.
100.00')
S 00° 10' 05" E
(1939)

CM
RM
(1939)

BEGINNING
CORNER

REZONING FROM A to GR



CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 425 Feet
Date: 12/13/2024
Case No: Z-24-25



Rezoning of a 30.18 acre tract of unplatted land, in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District.

Owner: Stanley Marsh IV for Emeline Bush O'Brien/Marsh Trust

Vicinity: Soncy Rd. & Town Square Blvd.

AP: H-15

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



Agenda Transmittal Memo

Date: January 28, 2025
Council Priority: Business Friendly Community
Department: Planning and Development Services
Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: CONSIDERATION OF ORDINANCE NO. 8177

This item is a second and final reading of an ordinance considering the rezoning of Lot 5, Block 1, Wild Horse Addition Unit No. 5, an addition to the City of Amarillo, in Section 188, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Light Commercial District and Light Industrial District to Light Industrial District. (VICINITY: W. Amarillo Blvd. & N Fannin St.; APPLICANT/S: Thurman Mercantile Exchange LLC)

Agenda Item Summary: Purpose: The applicant is proposing a change in zoning to develop the site with a mini-storage and storage warehousing development. Light Commercial District does not allow for storage warehousing by right which is the reason for the request.

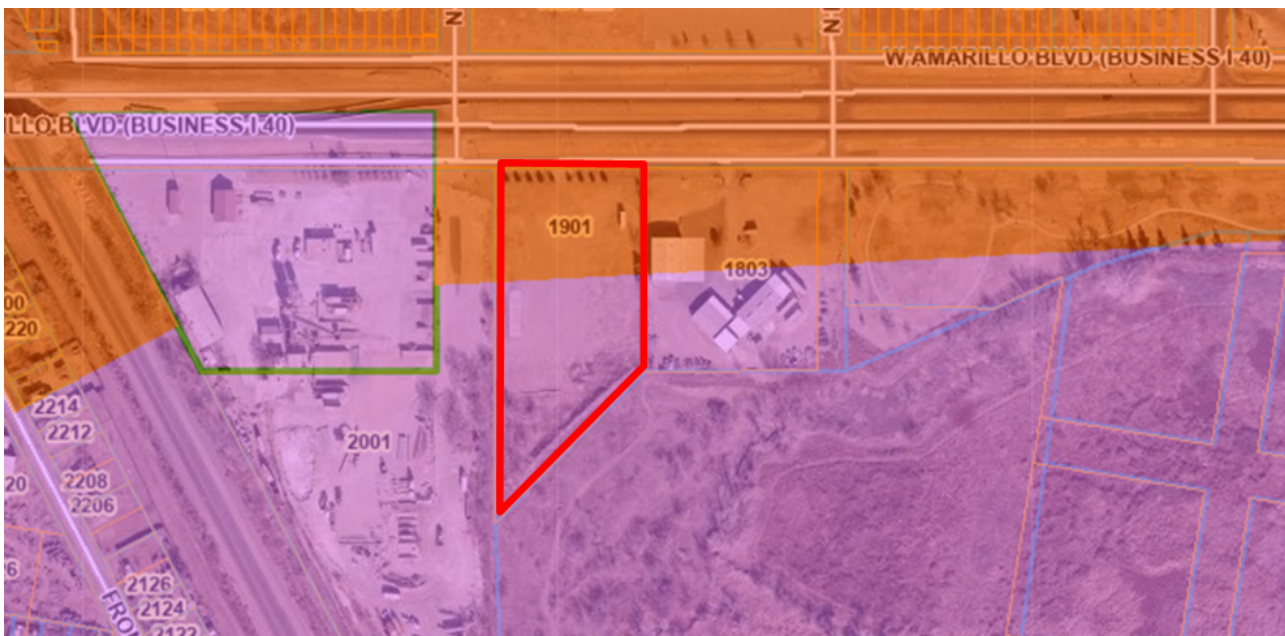
Adjacent Zoning: Adjacent zoning consists of Light Commercial District to the north, east, and west, and Light Industrial District to the south, east, and west.

Adjacent Land uses: Adjacent land uses consist of a church to the north on the other side of Amarillo Boulevard, vacant land to the south and east, a drywall contractor to the east, and a concrete batching plant to the west.

City Plan 2045 Conformance: The request would conform with City Plan 2045 and the assigned Place Type of Manufacturing Logistics District.

Analysis: The applicant's tract is located on the south side of Amarillo Boulevard between a concrete batching plant and drywall contractor and is on the periphery of the Wild Horse Lake. The applicant's proposed development would be composed of a mix of mini-storage warehouses and larger storage warehouses available for lease.

Given the development characteristics of the property immediately surrounding the subject property on the south side of Amarillo Boulevard, the Planning and Zoning Commission is of the opinion that the proposed development would be in character with the area and would not result in detrimental impacts to the area. Additionally, as illustrated below, the property is split between Light Commercial District and Light Industrial District, with a majority being Light Industrial. Given that Amarillo Boulevard is a 200-foot highway right-of-way and the presence of the previously approved concrete batching plant, the Planning and Zoning Commission is also of the opinion that rezoning this property would also be a logical continuation of zoning and development patterns in this area.



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 as of this writing, no comments have been received.

Staff Recommendation: The Planning and Zoning Commission recommended approval of the request with a 6-0 vote at the December 16, 2024 Planning and Zoning Committee meeting. This ordinance was first read by City Council on January 14, 2025, where it passed by a 5-0 vote.

Attachments:

1. Ordinance No. 8177
2. Location Map

ORDINANCE NO. 8177

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 WEST AMARILLO BOULEVARD AND NORTH FANNIN STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of Lot 5, Block 1, Wild Horse Addition Unit No. 5, an addition to the City of Amarillo, in Section 188, Block 2, AB&M Survey, Potter County, Texas, plus

one-half of all bounding streets, alleys, and public ways, to change from Light Commercial District and Light Industrial District to Light Industrial District.

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 14th day of January 2025 and PASSED on Second and Final Reading on this the 18th day of January 2025.

Cole Stanley, Mayor

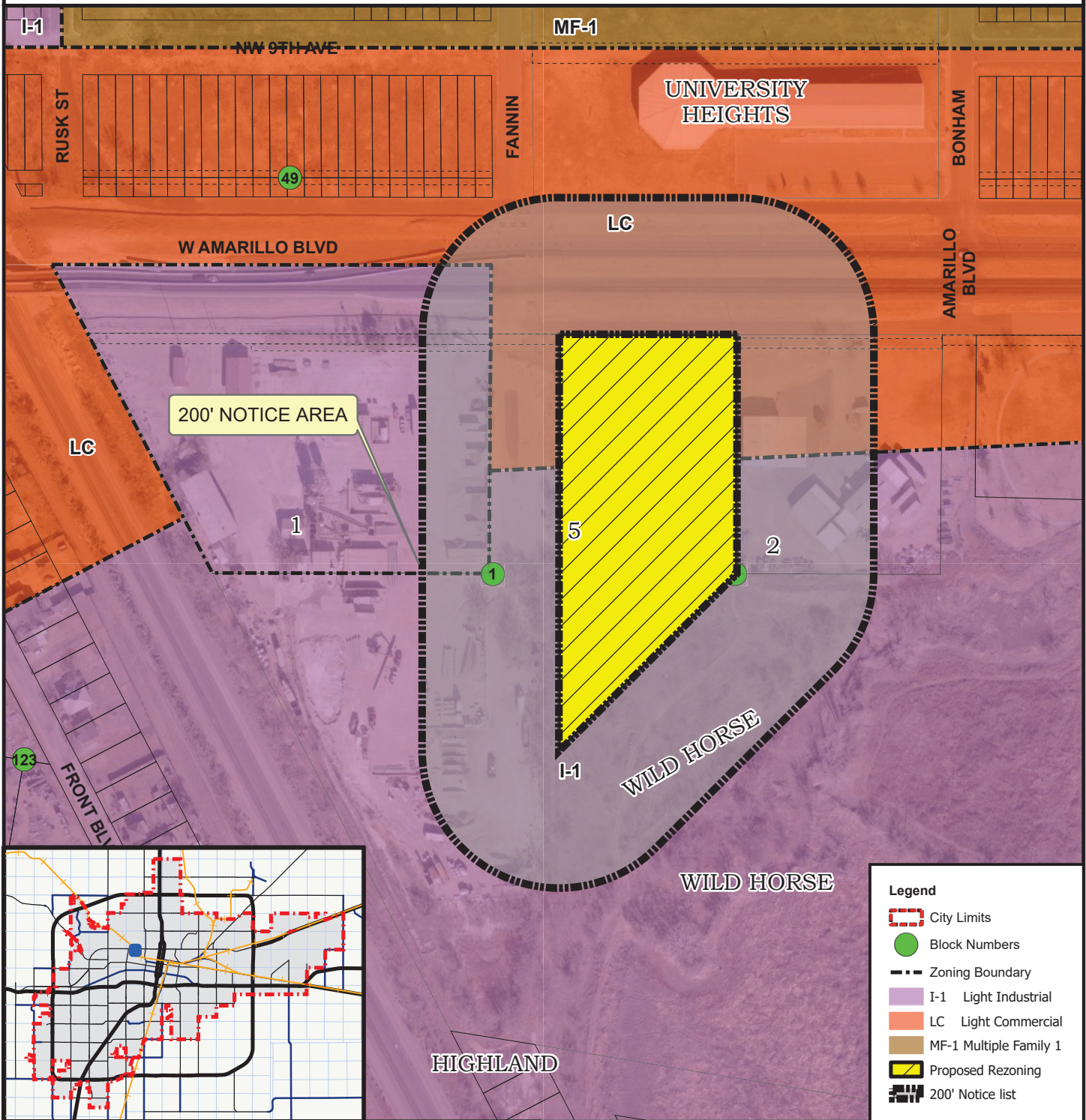
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

REZONING FROM LC & I-1 to I-1



CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 200 Feet
Date: 11/25/2024
Case No: Z-24-24



Z-24-24 Rezoning of Lot 5, Block 1, Wild Horse Addition Unit No. 5, an addition to the City of Amarillo, in Section 188, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Light Commercial District and Light Industrial District to Light Industrial District.

(VICINITY: W. Amarillo Blvd. & N Fannin St.; APPLICANT/S: Thurman Mercantile Exchange LLC)

AP: M-11

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



Agenda Transmittal Memo

Date: January 28, 2025
Council Priority: Infrastructure
Department: Planning and Development Services
Contact Person: Emily Koller, Director of Planning and Development Services

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 01-28-25-1

This item considers a Resolution in support of the City of Amarillo's application to the US Department of Transportation FY 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant program, to provide funding for the North Hughes Complete Street Project, which will rebuild North Hughes as a complete street from the base of the bridge between NW 3rd and 4th and NW 24th.

Agenda Item Summary: The RAISE program, previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) discretionary grants, was established under the American Recovery and Reinvestment Act of 2009 to create jobs and spur economic recovery through transportation infrastructure investments. The Infrastructure Investment and Jobs Act authorized and appropriated \$1.5 billion annually to be awarded by the Department of Transportation 2022 – FY 2026 for Local and Regional Project Assistance Program Grants under National Infrastructure Investments to fund eligible surface transportation projects with significant local or regional impact. As of June 2024, the program has awarded more than \$15 billion over sixteen rounds to local governments, Tribes, transit and port authorities, states, and other entities.

This RAISE grant request is for the North Hughes Complete Street Project, the neighborhood "Main Street" of the North Heights community since its establishment in 1926. Specifically, the project will reconstruct the north-south North Hughes corridor, a five-lane arterial, as a complete street from the base of the bridge between NW 3rd and 4th to the northern boundary of the North Heights Neighborhood Plan area at NW 24th. The design transformation back to a neighborhood main street will address increasingly high speeds, inadequate pedestrian and bicycle infrastructure, and inadequate transit facilities. As a major infrastructure investment, it will provide lasting value through economic development and quality-of-life outcomes.

Requested Action: Approval of resolution.

Funding Summary: No funding is required at this time. If the grant is awarded, the City qualifies for a cost-match waiver as described in the RAISE FY 2025 Notice of Funding Opportunity section B.4.

Purchasing Summary: NA

Community Engagement Summary: This project implements recommendations of the North Heights Neighborhood Plan. These plans and the resulting priorities for implementation are the result of engagement work with the area's residents.

Staff Recommendation: Staff from Legal and Planning have reviewed the Resolution and recommend approval.

Attachments: 1. Resolution No. 01-28-25-1

RESOLUTION NO. 01-28-25-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO SUPPORTING THE APPLICATION FOR A GRANT THROUGH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S (USDOT) REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY GRANT PROGRAM TO SUPPORT THE NORTH HUGHES COMPLETE STREET PROJECT (PROJECT); AUTHORIZING ADMINISTRATIVE DOCUMENT SIGNATURES AS NEEDED; PROVIDING SAVINGS CLAUSE; PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Amarillo, Texas supports the improvement of infrastructure in Neighborhood Plan areas; and

WHEREAS, the City of Amarillo recognizes that investment in primary corridors connects communities to essential services; and

WHEREAS, safe, multi-modal transportation supports access to employment, healthcare, and daily necessities through the availability of alternate forms of transportation for all residents; and

WHEREAS, the North Hughes Complete Street Project (Project) will reconstruct the north-south North Hughes corridor, a five lane arterial, as a complete street from the base of the bridge between NW 3rd and 4th to the northern boundary of the North Heights Neighborhood Plan area at NW 24th; and

WHEREAS, the Project will also reconnect the North Heights neighborhood to Amarillo's central core in coordination with the rehabilitation of the Hughes/Adams Street Bridge; and

WHEREAS, the U.S. Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program provides grants for surface transportation infrastructure projects with significant local or regional impact; and

WHEREAS, the eligibility requirements of RAISE allow project sponsors, including state and local governments, counties, Tribal governments, transit agencies, and port authorities, to pursue multi-modal and multi-jurisdictional projects that are more difficult to fund through other grant programs.

WHEREAS, the City Council authorizes the City Manager and/or his designee to execute any necessary documents related to this Application.

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

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

SECTION 2. The City Council recognizes the need for this Project in the City of Amarillo and concurs in its importance to improve the safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness and opportunity; state of good repair; partnership and collaboration; and innovation within the City once the Project is completed.

SECTION 3. The City Council determined that the City meets the eligibility criteria to apply for the RAISE grant with the USDOT.

SECTION 4. The City Council recognizes the project's location within census tracts classified through the USDOT as Areas of Persistent Poverty and Historically Disadvantaged Communities and exercises the ability to waive the 20% matching funds requirement as a result of this classification.

SECTION 4. The City Council supports and approves the submission of a grant application in the amount of approximately \$17,750,000 to the USDOT under the Rebuilding American Infrastructure with Sustainability and Equity Grant program under the National Infrastructure Investments program for the construction, expansion, and improvement of North Hughes corridor, a five lane arterial from the bridge's base between NW 3rd and 4th to the

northern boundary of the North Heights Neighborhood Plan area at NW 24th (Project) to be constructed in the City of Amarillo.

SECTION 5. The City Council commits to entering into any necessary agreement, resolution, or ordinance, should the Project be selected for funding.

SECTION 6. The City Manager and/or his designee is authorized to make such necessary amendments to the grant application and acceptance as may be required in order to conform such documents to the actual award amount if different from that stated herein.

SECTION 6. Should any part of this Resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict of this Resolution.

SECTION 7. Should any word, phrase or part of this Resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 8. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 28th day of January 2025.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 28, 2025
Council Priority: Civic Pride
Department: City Manager's Office
Contact Person: Laura Storrs, Assistant City Manager and CFO

Agenda Caption: CONSIDER APPROVAL - POTTER COUNTY SHERIFF SALES

This item is to consider authorizing Potter County, as Trustee, to sell two Sheriff Sale properties that were sent out for bid. The County is requesting authorization of the Sheriff Sale properties from all taxing entities. The property sale process provides for the taxing entities, depending on the amount of bids/sale amount, to recoup all or a portion of delinquent taxes.

Agenda Item Summary: This item authorizes Potter County as the Trustee, to award to the highest bidder, property located at:

- 1202 S Western St. to Moises Robles for \$50,000.00
- 927 Bowie St. to Sungator Properties for \$35,312.00

The County is requesting authorization of the sale to the highest bidder from all taxing entities.

The proceeds from each sale will go toward a portion of the court costs associated with the property and then to each taxing entity for a portion of their share of the outstanding property taxes. Neither property being sold has enough proceeds to fully pay for the outstanding property taxes associated with the property, but the City of Amarillo will get a portion of the proceeds to pay some of the outstanding City of Amarillo property taxes due from each property.

Requested Action: Approval of the sale of property.

Funding Summary: There is no funding associated with this item.

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of the sale of property.

Attachments: 1. Sheriff Sale Properties Attachment

County of Potter

STATE OF TEXAS
SANTA FE BUILDING

TAX OFFICE
900 S. POLK, SUITE 106
PO BOX 2289
AMARILLO, TEXAS 79105-2289



PHONE: (806) 342-2600
FAX: (806) 342-2637
pcto@co.potter.tx.us

SHERRI AYLOR, PCC
TAX ASSESSOR-COLLECTOR

December 10, 2024

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

Ms. Coggins:

Enclosed is a list of Sheriff Sale properties that Potter County, as Trustee, sent out for bid. The bidder who qualified to purchase the property has been highlighted, and we have received their payment for the property. Please place this item on your January 14th, 2025 agenda for their deed approval and signature(s).

If you would please e-mail a confirmation that this item has been placed on your agenda to katrinaadams@co.potter.tx.us or contact Katrina at #342-2607.

Sincerely,

A handwritten signature in blue ink that reads "Sherri Aylor".

SHERRI AYLOR, PCC
Tax Assessor-Collector

SA/bw

Enclosure

TRUSTEE PROPERTY SALE

December 6, 2024

PROPERTY DESCRIPTION:

#121432 / #1214321
LOT: 5 BLOCK: 28
1202 S WESTERN ST

CAUSE # 22587D
TOTAL DUE: \$62,259.69

BIDS RECEIVED:

MOISES ROBLES	\$ 50,000.00
ERICA ROBLES	\$ 45,000.00

PROPERTY DESCRIPTION:

#108308
LOT: BLOCK: 1
927 BOWIE ST

CAUSE # 22519A
TOTAL DUE: \$107,992.96

BIDS RECEIVED:

SUNGATOR PROPERTIES	\$35,312.00
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Agenda Transmittal Memo

Date: January 28, 2025

Council Priority: Business Friendly Community
Fiscal Responsibility

Department: Planning and Development Services

Contact Person: Drew Brassfield, Assistant Director of Planning, Emily Koller, Director of Planning and Development Services

Agenda Caption: CONSIDER ACCEPTANCE - 2025 TEXAS PRESERVATION TRUST FUND GRANT FOR ROUTE 66 NEON SIGN RESTORATION

This item considers the acceptance of an agreement between the City of Amarillo and the Texas Historical Commission for the Texas Preservation Trust Fund. This grant will support the restoration of three historical neon business signs along Route 66.

Grantor: Texas Historical Commission

Amount: \$145,382.31 grant amount with a local match of \$145,382.31 (1:1)

Local Match/Funding Source: Neighborhood Planning Initiative Funds

Is the item budgeted? Yes

Agenda Item Summary: The Texas Preservation Trust Fund (TPTF) exists under the authority of Texas Government Code Section 442.015. The grant program is implemented by the Texas Historical Commission. In FY24, the TPTF program began awarding funds earmarked exclusively for use in the Texas Panhandle. \$500,000 is the total amount available and grants require a one-to-one match. The earmarked funding is the result of mitigation for TxDOT construction and the acquisition of a part of the Amarillo Helium Plant. The THC identified funding priorities which include industrial sites related to science and/or military history and Route 66 resources in the Amarillo TxDOT district.

The City of Amarillo applied for funding in the FY25 round to support the restoration of Route 66 neon signs identified as historic by the THC's 2018 survey of the highway in Texas. The Commission awarded the city \$145,382.31 at their October 2024 meeting. The program requires the execution of the funding agreement by the City and THC before work may begin.

The signs that will be restored through this grant agreement are:

1. Cattleman's Club and Café Sign, 3801-3805 Amarillo Blvd E
2. Eastridge Bowling Lanes Sign, 5405 Amarillo Blvd E
3. The Nat Sign, 2705 Sixth Ave SW

Requested Action: Acceptance of the grant agreement.

Funding Summary: The matching funds are being provided by the property owners through the City's Business Improvement Grant (BIG) Program. The local match was approved in June 2024 by the Neighborhood Planning Oversight Committee. The business owners are required to accept a 30-

year easement, maintain the signs in their restored condition, and carry insurance for the full replacement cost.

Purchasing Summary:

Community Engagement Summary: The restoration of the signs will further goals in the Eastridge and San Jacinto Neighborhood Plans related to Route 66 preservation and revitalization, small business support, and community pride and identity. With the upcoming Route 66 Centennial in 2026, the project is expected to receive state and national recognition.

Staff Recommendation: Staff recommends acceptance of the grant agreement.

Attachments: 1. TPTF_FY25_Potter_Route66HistoricSignPreservation_FA

**TEXAS PRESERVATION TRUST FUND
GRANT CONTRACT
THC Contract No. 808-25-251425
THC Grant Project No. TPTF-25-008-D-0**

This Grant Contract/Funding Agreement (“Agreement”) is entered into between the Texas Historical Commission, an agency of the State of Texas (“Commission”) and the City of Amarillo (“Grant Recipient”) a political subdivision of the State of Texas. The Commission and Grant Recipient may be referred to in this Agreement individually as Party or collectively as Parties.

For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby contract, covenant, and agree as follows:

1. Purpose

The purpose of this Agreement is to provide for the administration of a grant of funds for a Texas Preservation Trust Fund (Program) Development grant to the City of Amarillo for the Route 66 Sign Preservation Project.

2. Authority

- 2.1. This Agreement is authorized under Texas Government Code §§ 442.005 (General Powers and Duties of Commission) and 442.015 (Texas Preservation Trust Fund Account), and Commission Rule 17.1 (13 Tex. Admin. Code §17.1 Texas Preservation Trust Fund).
- 2.2. This Agreement is subject to the Uniform Grant and Contract Management Act in Chapter 783, Government Code, and the Interagency Cooperation Act in Chapter 771, Texas Government Code, as applicable, and the conditions and assurances promulgated by the Comptroller of Public Accounts, the Texas Grant Management Standards.

3. Term of the Agreement

The effective date of this Agreement will be upon the last signature date. This agreement shall remain in effect until June 30, 2026. All work under this grant must be completed by June 30, 2026.

4. Grant of Funds

- 4.1. The amount of the grant under the Program, which is the subject of this Agreement, will not exceed \$145,382.31. Project work cannot begin before October 25, 2024, and a fully executed Agreement must be in place before work may begin. The grant of funds shall be paid to the Grant Recipient in accordance with the procedure described in Section 7 hereof.
- 4.2. The Grant Recipient acknowledges matching funds are available as outlined directly below to complete the project:
 - Total Grant Award: \$145,382.31
 - Total Required Grant Recipient’s Match: \$145,382.31
 - Other funds available to complete the project: \$0
 - Total Project Cost: \$290,764.62**

- 4.3. The Grant Recipient shall be responsible for contributing all matching funds at an amount not less than the amount specified in Section 4.2, unless the final project cost is less than that specified in 4.2. If the final cost is less than that specified in 4.2, the amount of each party's contribution may be reduced based on the parties' contributions considered as a whole in light of the reduction to the Total Project Cost. In the event of a reduction in the Total Project Cost, under no circumstances will the Total Grant Award exceed the required matching funds contributed by the Grant Recipient.
- 4.4. The Grant Recipient shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, or interest on borrowed funds associated with this Project.
- 4.5. The Grant Recipient shall have sufficient funds available to meet the non-state share of the cost for the project.

5. Scope of Work

The Parties hereby agree that the Scope of Work the Grant Recipient shall perform under this Agreement is attached as Attachment A and incorporated herein for all purposes (Scope of Work). Changes shall not be made to the Scope of Work without prior approval of the Commission, and substantive changes may require bilateral amendments to this contract.

6. Grant Recipient's Responsibilities

- 6.1. The Grant Recipient shall ensure that all matters pertaining to the Project are conducted in conformance with all applicable state and federal laws, rules, and regulations, and the legal directives of the Commission and its staff, as well as the procedures described in the *Texas Preservation Trust Fund Development Project Manual, A Checklist of Procedures for Selected Participants*.
- 6.2. The Grant Recipient shall provide for the procurement of all necessary professional (e.g., architecture, engineering, archeologist and/or consultant) services related to the Project. The Grant Recipient's contract(s) for professional services shall be submitted to and reviewed by the Commission. The Grant Recipient shall provide and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications. Grant Recipient represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 6.3. Grant Recipient shall not assign its rights under the Agreement or delegate the performance of its duties under the Agreement without prior written approval from the Commission. Any attempted assignment in violation of this section is void and without effect.
- 6.4. The Grant Recipient shall ensure that planning documents, architectural plans and/or specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described in *The U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings* (2017), 36 CFR Part 68; *The U.S. Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, 48 Fed. Reg. 44716 (Sept. 29, 1983); and the Texas Accessibility Standards (effective Mar. 15, 2012), as administered by the Texas Department of Licensing and Regulation (TDLR) and available online at

<https://www.tdlr.texas.gov/ab/abtas.htm> (last visited Dec. 2, 2024), and as determined by the Commission.

- 6.5. For Planning, Survey, and Heritage Education projects, the Grant Recipient shall submit architectural plans, specifications and/or other planning products for the Project to the Commission for review and approval. The Grant Recipient shall make all necessary revisions to the Project as determined by the Commission.
- 6.6. The Grant Recipient shall ensure that the Project deadlines, as outlined in this Agreement and in *the Texas Preservation Trust Fund Development Project Manual, A Checklist of Procedures for Selected Participants*, are met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the Grant Recipient at least 14 days prior to the scheduled deadline. The Commission, in its sole discretion, may approve a request for extension that is received less than 14 days before the scheduled deadline.
- 6.7. For Development projects, any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the Grant Recipient prior to the commencement of the work related to that phase of the Project.
- 6.8. The Grant Recipient shall submit a “Progress Completion Report” to the Commission upon completion of the Project and prior to final reimbursement. One (1) digital copy shall be provided to the Commission. For Projects involving planning only, a draft plan shall be provided to the Commission for review and comment prior to the completion of the planning report. The Grant Recipient shall allow approximately 30 days from date of receipt for the Commission to respond with comments and allow adequate time for the incorporation of those comments and any additional work required to complete the product prior to the project completion deadline. The Grant Recipient shall make all necessary revisions to the planning report as determined by the Commission.
- 6.9. The Grant Recipient shall not dispose of or encumber its title or other interests in the site and facilities during the term of this Agreement and any amendments hereto without the written consent of the Commission.
- 6.10. The Grant Recipient shall comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)], and the American’s with Disabilities Act of 1990, in that no person in the United States shall, on the ground of race, religion, color, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives financial assistance and will immediately take any measures necessary to effectuate this Agreement.
- 6.11. The Grant Recipient of an Acquisition Grant shall repay the State of Texas the full amount of the Texas Preservation Trust Fund Grant if the purchased property, wholly or in part, is sold within one year of the date of the purchase assisted with said Texas Preservation Trust Fund Grant.

7. Reimbursement

7.1. Reimbursements shall be made in the following manner:

- 7.1.1. The Grant Recipient shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the Grant Recipient, after the Grant Recipient has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. Documentation for costs and expenses shall total twice the amount for which the Grant Recipient is requesting reimbursement. The Commission shall reimburse the Grant Recipient for such expenses and costs in accordance with the Texas Grant Management Standards after the Grant Recipient submits the documentation required hereunder. For each reimbursement request, reimbursement of all eligible Project costs and expenses shall be made by the Commission on a one-to-one match of local to state dollars unless otherwise determined by the Commission.
- 7.1.2. Only costs and expenses identified as eligible by the Commission shall be eligible for reimbursement in accordance with Section 7 hereof. Notwithstanding, the Parties agree that costs may be shifted between budget categories with written approval from the Commission.
- 7.1.3. Documentation necessary for reimbursement of Project costs and expenses shall include a completed and signed Request for Reimbursement Form; verification of each cost presently claimed; verification of each corresponding payment; and appropriate documentation for all in-kind match work or donations, if applicable.
- 7.1.4. The Grant Recipient may request an interim reimbursement after the award of contract and submission of proof of all incurred allowable expenses in increments of at least \$2,500 or at least 10 percent of the total project cost, whichever is less; or according to a schedule as determined by the Commission. If interim reimbursements are requested, the Commission will retain 10 percent of the grant award for the final payment.
- 7.1.5. The deadline to incur project expenses and make final application for payment is June 30, 2026. If an extension is needed, a written request for an extension must be received by the Commission at least 14 days prior to the June 30, 2026, deadline.

8. Termination

- 8.1. This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties.
- 8.2. The Agreement is subject to termination or cancellation, without penalty to the Commission, either in whole or in part, subject to the availability of state funds.

- 8.3 In addition, this Agreement may be terminated by either Party upon the failure of the other Party to fulfill the obligations set forth in this Agreement. If a termination event is based on a material breach of a Party's obligations under this Agreement, the Party seeking the termination shall notify the other Party of such alleged breach and provide such Party a reasonable period of time, which shall not be less than thirty (30) days, to cure the alleged breach. If the alleged breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the alleged breach has expired. The breaching Party shall pay any cost incurred due to that Party's breach of this Agreement. Each Party shall retain such remedies for breach of this Agreement as provided in Chapter 2260, Texas Government Code.
- 8.4 If the Grant Recipient withdraws from the Project after this Agreement is executed but prior to completion of the Project, the Grant Recipient shall repay the Commission all reimbursements previously made to the Grant Recipient within sixty (60) days of withdrawal.
- 8.5 The early termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except the repayment provision under Section 8.4, the inspection provisions under Section 15, and any provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice, and costs or fees verification.

9. Notices

All notices required under this Agreement shall be delivered personally or sent by certified U.S. Mail, postage prepaid, or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the Parties), addressed to such Parties at the following addresses:

Texas Historical Commission: Joseph Bell, Executive Director
Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711-2276
architecture@thc.texas.gov

Grant Recipient: Grayson Path, City Manager
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105-1971
grayson.path@amarillo.gov

10. Independent Contractor Status; Indemnity and Hold Harmless Agreement

- 10.1. Grant Recipient expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of Grant Recipient be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with the Commission or the State of Texas. Grant Recipient agrees to take such steps as may be necessary to ensure that each contractor of Grant Recipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the Commission or the State of Texas.

- 10.2. All persons furnished, used, retained, or hired by or on behalf of Grant Recipient or any of Grant Recipient's contractors shall be considered to be solely the employees or agents of Grant Recipient or Grant Recipient's contractors. Grant Recipient or Grant Recipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.
- 10.3. Grant Recipient is responsible for all types of claims whatsoever due to Grant Recipient's actions or performance under this Agreement, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. GRANT RECIPIENT SHALL, TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANT RECIPIENT OR ITS AGENTS OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANT RECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANT RECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANT RECIPIENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11. Intellectual Property

Grant Recipient understands and agrees that Grant Recipient may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Agreement, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the Commission and granted by Grant Recipient to the Commission or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. Grant Recipient hereby grants the Commission an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the Commission, in any manner the Commission deems appropriate in the exercise of its sole discretion, any component of such intellectual property and other original materials or works.

Grant Recipient shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the Grant Recipient's obligations to the Commission under this Agreement. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Commission such rights, Grant Recipient shall promptly bring such refusal to the attention of the Commission and not proceed with the agreement in question without further authorization from the Commission.

12. Dispute Resolution

- 12.1. The dispute resolution process provided for in Chapter 2260, Government Code, shall be used by the Parties, as further described herein, to attempt to resolve any claim for breach of this Agreement made by either Party.
- 12.2. A claim by the Grant Recipient for breach of this Agreement that cannot be resolved between the Parties in the ordinary course of business shall be submitted to the negotiation process provided in Subchapter B, Chapter 2260, Government Code. Compliance by Grant Recipient with Subchapter B, Chapter 2260, Government Code, is a condition precedent to the filing of a contested case proceeding under Subchapter C, Chapter 2260.
- 12.3. The contested case process provided in Subchapter C, Chapter 2260, Government Code, is the Grant Recipient's sole and exclusive process for seeking a remedy for any alleged breaches of contract by the Commission if the Parties cannot resolve their disputes under Section 12.
- 12.4. Compliance with the contested case process as provided in Section 12.3 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of the Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 12.5. The submission, processing, and resolution of any claim by Grant Recipient hereunder is governed by 13 Tex. Admin. Code § 11.22, adopting by reference 1 Tex. Admin. Code §§ 68.1, et seq., now and as hereafter amended.
- 12.6. Neither the occurrence of an event alleged to constitute a breach of this Agreement, nor the pendency of a claim constitute grounds for the suspension of performance by the Grant Recipient, in whole or in part.

13. General Terms and Conditions

- 13.1. Grant Recipient represents and warrants that it will comply and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grant Recipient represents and warrants that it will comply with all requirements imposed by the Commission concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grant Recipient, the more restrictive requirement applies.
- 13.2. Grant Recipient agrees to comply with applicable laws, executive orders, regulations and policies including Chapter 783, Government Code, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements.
- 13.3. Grant Recipient represents and warrants that provision of goods and services or other performance under the Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Grant Recipient has not given, or offered to give, nor does Grant Recipient intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the Commission, at any time during the negotiation of this Agreement or in connection with this Agreement, except as allowed under relevant state or federal law. Further, Grant Recipient represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies,

including Chapter 176, Local Government Code. If circumstances change during the course of the Agreement, Grant Recipient shall promptly notify the Commission. Grant Recipient will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. Grant Recipient will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Agreement. Grant Recipient must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest related to its performance under this Agreement.

- 13.4. Grant Recipient agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this Agreement and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of Grant Recipient's business or operations. Grant Recipient agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to Grant Recipient's right to conduct its business in Texas. Grant Recipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
- 13.5. To the extent required by Texas Government Code § 2271.002, Grant Recipient represents and warrants that neither Grant Recipient, nor any subcontractor, assignee, or sub-recipient of Grant Recipient, currently boycotts Israel, or will boycott Israel during the term of this contract. Grant Recipient agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code § 808.001(1).
- 13.6. If Grant Recipient is required to make a verification pursuant to Texas Government Code § 2276.002, Grant Recipient verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement. If Grant Recipient does not make that verification, Grant Recipient must indicate in writing and state why the verification is not required.
- 13.7. If Grant Recipient is required to make a verification pursuant to Texas Government Code § 2274.002, Grant Recipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. If Grant Recipient does not make that verification, Grant Recipient must indicate in writing and state why the verification is not required.
- 13.8. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552, Texas Government Code (the "Public Information Act"). In accordance with Texas Government Code § 2252.907, Grant Recipient is required to make any information created or exchanged with the Commission pursuant to the Agreement, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the Commission.
- 13.9. To the extent applicable, Grant Recipient agrees to comply with Texas Government Code § 2155.4441 (Buy Texas Affirmation).

14. Special Terms and Conditions

- 14.1. Grant Recipient shall not use the Commission's name or refer to the Commission directly or indirectly in any media release, public service announcement or public service disclosure relating to this Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the Commission. This section is not intended to and does not limit Grant Recipient's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.
- 14.2. Grant Recipient confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates for election to public office.
- 14.3. Grant Recipient shall not use any grant funds provided by the Commission to Grant Recipient to influence the passage or defeat of any legislative measure or for the election of any candidate to public office. Grant Recipient represents and warrants that the Commission's payments to Grant Recipient and Grant Recipient's receipt of appropriate or other funds under the contract or grant are not prohibited by Texas Government Code §§ 403.1067, 556.0055, which restrict lobbying expenditures.
- 14.4. Grant Recipient will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this Agreement who will be working on any matter covered by this Agreement.
- 14.5. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by the Commission or the State of Texas of any immunities from suit or from liability that the Commission or the State of Texas may have by operation of law.
- 14.6. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the Commission.

Grant Recipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that Grant Recipient is not personally subject to the jurisdiction of the above-named courts, the suit, action, or proceeding is brought in an inconvenient forum and/or the venue is improper.

- 14.7. Grant Recipient hereby represents and warrants that it does not, and shall not for the duration this of Agreement, engage in any business operations, including but not limited to acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce with Iran, Sudan or a foreign terrorist organization, or as otherwise prohibited by Texas Government Code § 2252.152.

- 14.8. Grant Recipient represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: “Under Family Code § 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”
- 14.9. Grant Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 14.10. Under Texas Government Code § 669.003, relating to contracting with an executive head of a state agency, Grant Recipient certifies that it is not (1) the executive head of the Commission, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the Commission, or (3) a person who employs a current or former executive head of the Commission.
- 14.11. Grant Recipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- 14.12. Pursuant to Texas Government Code §§ 2155.004(b) (Financial Participation Prohibition); 2155.006 and 2261.053 (Prior Disaster Relief Contract Violation); and 2155.0061 (Human Trafficking Prohibition), Grant Recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract or grant funding and acknowledges that the Agreement may be terminated and all payments withheld if this certification is inaccurate.
- 14.13. If a Grant Recipient has or will have access to a state computer system or database pursuant to this Agreement or otherwise, then the Grant Recipient must complete cybersecurity training. If the Grant Recipient is a local unit of government, Grant Recipient represents and warrants its compliance with Texas Government Code § 2054.5191, relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the Grant Recipient has access to any state computer system or database, Grant Recipient shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Government Code § 2054.5192.
- 14.14. Grant Recipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by a state or federal agency.
- 14.15. Grant Recipient agrees that any payments due under the Agreement shall be applied towards any debt or delinquency that is owed to the State of Texas.
- 14.16. Grant Recipient represents and warrants that it will comply with Texas Government Code § 2252.906 relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

- 14.17. Grant Recipient represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grant Recipient's governing body, authorizing the filing of the Response or Grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grant Recipient to act in connection with the Agreement and to provide such additional information as may be required.
- 14.18. Grant Recipient acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to that provided by the following:
- 14.18.1. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
 - 14.18.2. Texas Government Code §§ 556.004-.006; and
 - 14.18.3. Texas Government Code §§ 2113.012 and .101.
- 14.19. If the Grant Recipient is a governmental entity, Grant Recipient represents and warrants its compliance with Chapter 551, Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- 14.20. The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 14.21. Pursuant to Texas Health and Safety Code § 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grant Recipient represents and warrants that it is in compliance with Texas Health and Safety Code § 161.0085 and is eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.
- 14.22. If Grant Recipient is a governmental entity, Grant Recipient certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If Grant Recipient is currently being sued under the provisions of Local Government Code § 364.003 or is sued under this section at any point during the duration of this grant, Grant Recipient must immediately disclose the lawsuit and its current posture to the Commission.

- 14.23. To the extent applicable, Grant Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grant Recipient to conduct such lobbying activities, Grant Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Grant Recipient acknowledges and agrees that it is its responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.
- 14.24. To the extent applicable, Grant Recipient represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.
- 14.25. To the extent applicable, Grant Recipient represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance with 2 CFR § 200.112.
- 14.26. Grant Recipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.
- 14.27. To the extent applicable, Grant Recipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- 14.28. Upon request of the Commission, Grant Recipient shall provide the descriptions of its business continuity and disaster recovery plans.
- 14.29. Neither Grant Recipient nor the Commission shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- 14.30. The Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration (GSA).
- 14.31. Grant Recipient represents and warrants that it will comply with Texas Government Code § 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.
- 14.32. Grant Recipient represents and warrants that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms of conditions of the subaward, and that subaward performance goals are achieved.

15. Inspection of Books, Records, and Work

The Parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the Grant Recipient, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for seven (7) years from the date of completion of the work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the Commission, the Comptroller, and their duly authorized representatives shall have access to all the records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during regular business hours, inspect the work on the Project undertaken through this Agreement.

16. Responsibilities of Parties

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

17. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by either Party shall remain the property of such Party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

18. Compliance with Laws

The Parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either Party shall furnish satisfactory proof of their compliance with such requirements stated above.

19. Limitation of Liability

The Commission shall not be liable for any direct or consequential damages to Grant Recipient or any third party for any act or omission of the Grant Recipient in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the Grant Recipient.

20. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

21. Construction of Agreement and Amendments

21.1. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Agreement, neither I nor any representative of the Grant Recipient has violated any provision of the Texas Free Enterprise and Antitrust Act, Chapter 15, Tex. Bus. & Comm. Code; (2) and in connection with this Agreement, neither I nor any representative of the Grant Recipient have violated any federal antitrust law.

- 21.2. To the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Agreement.
- 21.3. This Agreement, including any exhibits attached hereto and incorporated herein by reference, reflect the sole and entire agreement between the Parties with respect to the subject matter therein described, and supersedes any prior understandings or written or oral agreements with respect to the Project or the award of grant funds in this Agreement. By executing this Agreement, Grant Recipient agrees to strictly comply with the requirements and obligations of this Agreement, including any exhibits.
- 21.4. This Agreement shall not be modified or amended except in writing, signed by both Parties. Any properly executed amendment of this Agreement shall be binding upon the Parties and presumed to be supported by adequate consideration. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all Parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both Parties, or other modifications of any type, shall be invalid.
- 21.5. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect. It is the intent and agreement of the parties to this Agreement that the resulting Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal, and enforceable and that achieves the same objective. All other provisions of the Agreement will continue in full force and effect.
- 21.6. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Contract.
- 21.7. The Grant Recipient represents and warrants that all information related to this Agreement is current, complete, true, and accurate. Submitting information containing a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the contract.
- 21.8. Grant Recipient agrees and acknowledges that if Grant Recipient signs the Agreement with a false statement or it is subsequently determined that Grant Recipient has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Agreement, or any documents submitted in connection with the Agreement, then Grant Recipient will be in default under the Agreement and the Commission may terminate or void the Agreement.
- 21.9. Expiration or termination of the Agreement for any reason does not release Grant Recipient from any liability or obligation set forth in the Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is

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necessary to fulfill the essential purpose of the Agreement, including, without limitation, any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; materiality of representations; and, warranty and indemnification.

21.10. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Agreement only in their official capacity.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates below.

Texas Historical Commission

City of Amarillo

By: _____

By: _____

Name: Bradford Patterson

Name: Grayson Path

Title: Deputy Executive Director for
Preservation Programs

Title: City Manager

Date: _____

Date: _____

Attachment A
Scope of Work
Route 66 Historic Sign Preservation Project
Potter County

Scope of Work
Route 66 Historic Sign Preservation Project

After working extensively with property owners over the last year, the final application proposes to restore the historic signs located at Eastridge Lanes, Cattleman's Club and Café, and The Nat.

Eastridge Lanes:

Scope: Restoration of pole sign using the specifications below:

- A. Remove and properly dispose of all debris that has accumulated inside of the sign
- B. Repair or remove and replace any damaged, rusted, or rotten sheet metal on the sign area assuring that all areas of the sign are fully enclosed to eliminate any future animal intrusion
- C. Sand, prime, and paint all background, lettering, and sign structure with automotive grade or equivalent primer paint and clear coats where applicable
- D. Fabricate and install luminous tube (neon) letters and shapes, replace housings as needed, transformers, and wiring on the face of the bowling ball portion of the sign
- E. Fabricate and install new plastic sheet faces in the bowling pin; furnish new white LED lighting behind the faces.
- F. Remove and dispose of external floodlights and brackets not original to sign
- G. Restore the flasher bulb sections on the poles (replace bulbs, sockets, wiring and install solid state chaser)
- H. Remove and discard the electronic message center and framework and prep poles for paint
- I. Remove and replace reader board with (2) 3' x 18' LED lit single-sided sign mounted to both sides of the pole.
- J. All surveys, design time, artwork, and drawing, and any staff time to be included in the bid
- K. All electrical work will be done in accordance with current NEC guidelines
- L. Any items not outlined in the scope of work may be additional cost and will be handled on a case-by-case basis

Cattleman's Club and Café:

Scope: Restoration of pole sign using the specifications below:

- A. Remove and properly dispose of all debris that has accumulated inside of sign
- B. Repair or remove and replace any damaged, rusted, or rotten sheet metal on sign area assuring that all areas of the sign are fully enclosed to eliminate any future animal intrusion
- C. Sand, prime and paint all background, lettering, and sign structure with automotive grade or equivalent primer paint and clear coats where applicable
- D. Fabricate and install new luminous tube (neon) letters and shapes, replace housings, transformers, and wiring
- E. Remove and dispose of external floodlights and brackets
- F. All surveys, design time, artwork, and drawings, and any staff time to be included in the bid
- G. All electrical work will be done in accordance with current NEC guidelines
- H. Any items not outlined in the scope of work may be additional cost and will be handled on a case-by-case basis

The Nat:

Scope: Restoration of the pole sign using the specifications below:

- A. Remove and properly dispose of all debris that has accumulated inside of the sign
- B. Repair or remove and replace any damaged, rusted, or rotten sheet metal on sign area assuring that all areas of the sign are fully enclosed as to eliminate any future animal intrusion
- C. Sand, prime, and paint all background, lettering, and sign structure with automotive grade or equivalent primer paint and clear coats where applicable
- D. Fabricate and install new luminous tube (neon) letters and shapes, replace housings, transformers, and wiring
- E. All surveys, design time, artwork, and drawings, and any staff time to be included in the bid
- F. All electrical work will be done in accordance with current NEC guidelines
- G. Any items not outlined in the scope of work may be additional cost and will be handled on a case-by-case basis

Attachment B: Project Budget

Grant amount requested: \$145,382.31

The City applied for funding through the Texas Preservation Trust Fund Fiscal Year 2024 Grant Program. The standard request for bids process was utilized at that time, however, that process yielded no utilizable bids.

For Fiscal Year 2025, City staff conducted an in-depth study of Texas' procurement laws to avoid the previous year's fate. Staff learned that cooperative agreements could be utilized. In compliance with the Texas Local Government Code § 271.102, the City of Amarillo researched the Texas Interlocal Purchasing System (TIPS) and BuyBoard to solicit quotes for three sign projects from contractors capable of meeting the Secretary of the Interior's Standards for Rehabilitation. City staff examined 32 companies contracted with the two cooperative purchasing programs and, of the nine capable of this work, only two provided quotes: Casteel Signs (Dallas) and Atlas Signs (Houston). Due to the breadth of experience offered and high degree of professionalism shown, City staff believes that Casteel Signs will provide the greatest value and should be the ones awarded this contract.

The bid comparison in Table 1 reflects the total cost of each project as well as the average value of the bids. Table 2 shows the bids for each project as provided by Casteel Signs.

Table 1: Bid Comparison

Location	Atlas Signs	Casteel Signs	Average
The Nat	\$ 78,700	\$ 42,582.93	\$ 60,641.46
Cattleman's Club and Café	\$ 98,300	\$ 105,159.88	\$ 101,729.94
Eastridge Lanes	\$ 93,300	\$ 143,021.83	\$ 118,160.92
Total	\$ 282,000	\$ 290,764.64	\$ 286,382.32

Table 2: Casteel Signs Bids and Fund Sources

Location	Cost Estimate	Sources of Funds	
		TPTF	COA BIG Funds
The Nat	\$ 42,582.93	\$ 21,291.46	\$21,291.47 (San Jacinto)
Cattleman's Club and Café	\$ 105,159.88	\$ 52,579.94	\$52,579.94 (Eastridge)
Eastridge Lanes	\$ 143,021.83	\$ 71,510.91	\$71,510.92 (Eastridge)
Total	\$ 290,764.64	\$ 145,382.31	\$145,382.32

City of Amarillo staff will be providing project management and oversight. As a result, those costs will be absorbed into the City's existing operating budget and will have no bearing on the grant project. Project partners will provide technical, research, and promotional assistance at no cost to the City. Tangible costs associated with this project are only realized through actual construction and rehabilitation work done on these three historic signs.



Agenda Transmittal Memo

Date: January 28, 2025

Council Priority: Business Friendly Community
Fiscal Responsibility

Department: Planning and Development Services

Contact Person: Drew Brassfield, Assistant Director of Planning, Emily Koller, Director of Planning and Development Services

Agenda Caption: CONSIDER AWARD - ROUTE 66 NEON SIGN RESTORATION CONTRACT

This item considers the award of a contract to complete the restoration of three historical neon signs along Route 66 in connection to a grant the City received from the Texas Historical Commission.

Award to: Casteel Signs (BuyBoard #678-22)

Amount: \$ 290,764.62

Funding Source: Texas Preservation Trust Fund grant funding and Neighborhood Planning Initiative funding

Is the item budgeted? Yes

Agenda Item Summary: The work to be completed by this contract is described in more detail in the previous item, 9.M. Casteel Signs, the selected contractor, will be restoring three historic signs on Amarillo's Route 66 including:

1. Cattleman's Club and Café Sign, 3801-3805 Amarillo Blvd E
2. Eastridge Bowling Lanes Sign, 5405 Amarillo Blvd E
3. The Nat Sign, 2705 Sixth Ave SW

The Planning Department is managing this contract as part of its work with the Business Improvement Grant program.

Requested Action: Approval of the contract as presented.

Funding Summary: Half the project funding comes from an external grant from the Texas Historical Commission while the property owners are providing the matching funds through the City's Business Improvement Grant (BIG) Program. The local match was approved in June 2024 by the Neighborhood Planning Oversight Committee. The business owners are required to accept a 30-year easement, maintain the signs in their restored condition, and carry insurance for the full replacement cost.

Purchasing Summary: The contract with Casteel signs was completed through the Buyboard process. This came after the City of Amarillo attempted to apply for funding in the previous FY24 Texas Preservation Trust Fund round and was forced to withdraw after no competitive bids were received through a publicly advertised bidding process.

Community Engagement Summary: The restoration of the signs will further goals in the Eastridge and San Jacinto Neighborhood Plans related to Route 66 preservation and revitalization, small business support, and community pride and identity. With the upcoming Route 66 Centennial in 2026, the project is expected to receive state and national recognition.

Staff Recommendation: Approval as submitted.

Attachments: 1. TB25-8024

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 8024
LIGHTING FOR ROUTE 66 SIGNS

Line Number				Quantity
1	801 86	Signs, miscellaneous (not otherwise classified)		3.00
Vendor Number	Name	Unit Cost	Extended Price	
500223	CASTEEL & ASSOCIATES	96,921.5460	290,764.64	



Agenda Transmittal Memo

Date: January 28, 2025

Council Priority: Fiscal Responsibility
Technology and Innovation

Department: Finance

Contact Person: Katrina Owens, Director of Finance

Agenda Caption: CONSIDER APPROVAL - CHANGE ORDER NO. 1 TO CONTINUOUS VALUE SERVICES (CVS) STATEMENT OF WORK

This item considers the award of a change order to the statement of work for continuous value services for support of the City's new ERP system, Workday, during the first three years of go-live under Omnia Partners Contract Number 11-57. This is provided under the City's master service agreement signed with Cognizant in October 2022. This item adds 450 additional hours of support and will be funded through a combination of bond proceeds and general fund revenues.

Award to: Cognizant Worldwide Limited (Collaborative Solutions)

Amount:

Original Award	\$388,073.50
Change Order No. 1	<u>102,200.00</u>
Total Award	\$490,273.50

Funding Source: Bond proceeds and general fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This contract for continuous value services from Cognizant will provide the City critical support services during the first three years of being in a production environment. The services primarily include:

1. Support for system updates, including new features.
2. Reporting and integrations, including custom reporting and new integrations with other systems used by operating departments beyond what was incorporated into the original implementation.
3. Optimization of the Workday ERP, including modifications to business processes and security settings to meet the City's needs.

This change order coincides with the expiration of post-production support of Phase II (Financial Services) to ensure that subject matter experts and staff that administer the Workday ERP have the support that is required to ensure the City's growing and evolving business needs are met and realize the organizational efficiencies and benefits of the Workday ERP. This change order will also allow additional support of the Phase I project (Human Resources and Payroll).

Requested Action: Approval of the change order for \$102,200.00.

Funding Summary: Funding is available through the Financial/ERP Project, 411486.

Purchasing Summary:

Community Engagement Summary: N/A

Staff Recommendation: Approval of the change order.

Attachments: 1. Bid Tabulation - Change Order No 1 to CVS

To be awarded as one lot

COGNIZANT

Line 1 CVS Service Delivery Enablement SDE-Bronze

1 YR

Unit Price \$96,192.500

Extended Price 96,192.50

Line 2 CVS Service Delivery Enablement SDE-Bronze

2 YR

Unit Price \$82,231.000

Extended Price 82,231.00

Line 3 CVS Service Delivery Enablement SDE-Bronze

3 YR

Unit Price \$83,230.000

Extended Price 83,230.00

Line 4 Additional Lean- on Hours

1 YR

Unit Price \$28,500.000

Extended Price 28,500.00

Line 5 Additional Lean- on Hours

2 YR

Unit Price \$47,500.000

Extended Price 47,500.00

Line 6 Additional Lean- on Hours

3 YR

Unit Price \$28,500.000

Extended Price 28,500.00

To be awarded as one lot

COGNIZANT

Line 7 Architect Support

1 YR

Unit Price

\$18,460.000

Extended Price

18,460.00

Line 8 Architect Support

2 YR

Unit Price

\$18,460.000

Extended Price

18,460.00

Line 9 CSLLC Investment

1 YR

Unit Price

(\$7,500.000)

Extended Price

(7,500.00)

Line 10 CSLLC Investmen

2 YR

Unit Price

(\$5,000.000)

Extended Price

(5,000.00)

Line 11 CSLLC Investmen

3 YR

Unit Price

(\$2,500.000)

Extended Price

(2,500.00)

Collaborative Solutions

Total Amount Bid

\$ 388,073.50

Change Order #1

\$ 102,200.00

Revised Total

\$ 490,273.50



Agenda Transmittal Memo

Date: January 28, 2025
Council Priority: Public Safety
Department: Police Department
Contact Person: Martin Birkenfeld, Chief of Police

Agenda Caption: CONSIDER PURCHASE - SKYDIO X10 SYSTEM

This item considers the purchase of two unmanned aerial vehicles (UAV) including hardware and software bundle for use to supplement first responders for law enforcement.

Award to: Granite Defense Technologies (DIR #DIR-CPO-4768)

Amount: \$68,836.50

Funding Source: Seized fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item considers the purchase of two unmanned aerial vehicles (UAV) and associated accessories and software for use as first responders for law enforcement. The Skydio x10 Drone as a First Responder (DFR) bundle is a program for law enforcement where the aircraft goes direct to a designated location and provides visibility on a scene often before first responders can arrive. These products are a replacement for previously approved technology that may not meet contemporary technology security standards. These products are American-made and not subject to restrictions imposed on certain foreign-built technologies. The UAV system is one of the pillars of the Amarillo Regional Crime Center.

Requested Action: Approval for purchase of Skydio X10 System.

Funding Summary: This purchase will be funded using seized funds.

Purchasing Summary: This purchase will be made under DIR Contract DIR-CPO-4768.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of the purchase of the Skydio X10 System, award to Granite Defense Technologies in the amount of \$68,836.50.

Attachments: 1. Bid Tabulation for Requisition No. 81

Requisition No. 81

Total- \$68,260.50

Requisition Lines

<u>Line Description</u>	<u>Spend Category</u>	<u>Extended Amount</u>	<u>*Fund</u>	<u>*Cost Center</u>	<u>Grant</u>
R4ATTSWNAIR Skydio lightSense with IR attachment for X10	Other Equipment	\$ 5,040.00	FD2620 APD Seized Property Fund	CC_26200 APD Seizures Cost Center	GR-26200 APD Seized Property
R4ERKT2IZG0000NA Skydio X10 Ready Kit 2.4/5 GHz, 5G/LTE Ready: -Mobile, IR) NA + VT300-	Other Equipment	\$ 30,322.80	FD2620 APD Seized Property Fund	CC_26200 APD Seizures Cost Center	GR-26200 APD Seized Property
WDFRCMDDR4TM Skydio DFR Command (T- mobile)	Other Equipment	\$ 17,928.00	FD2620 APD Seized Property Fund	CC_26200 APD Seizures Cost Center	GR-26200 APD Seized Property
RN113NADR4 Skydio 10 Blended Training	Other Equipment	\$ 5,044.50	FD2620 APD Seized Property Fund	CC_26200 APD Seizures Cost Center	GR-26200 APD Seized Property
R4ATTSPTL Skydio spotlight for X10	Other Equipment	\$ 477.00	FD2620 APD Seized Property Fund	CC_26200 APD Seizures Cost Center	GR-26200 APD Seized Property
KDX100BD Skydio X10 on Site Onboarding	Other Equipment	\$ -	FD2620 APD Seized Property Fund	CC_26200 APD Seizures Cost Center	GR-26200 APD Seized Property
EDR45G300Z3YRNA Skydio Care for X10 with cellular 5G + VT300-Z, -year	Other Equipment	\$ 9,448.20	FD2620 APD Seized Property Fund	CC_26200 APD Seizures Cost Center	GR-26200 APD Seized Property



Agenda Transmittal Memo

Date: January 28, 2025
Council Priority: Public Safety
Department: Police Department
Contact Person: Martin Birkenfeld, Chief of Police

Agenda Caption: CONSIDER PURCHASE - 2025 DODGE RAM HD

This item considers the purchase of 2025 Dodge Ram HD EDK9/Bomb Tech Response. This vehicle will be a replacement of the explosive detection K9/APD Bomb Technician Response Vehicle.

Award to: D&M Commercial Leasing (BuyBoard #744-24)

Amount: \$85,845.47

Funding Source: State Homeland Security Grant (SHSG) funding

Is the item budgeted? Yes

Agenda Item Summary: This item considers the purchase of a 2025 Dodge Ram HD EDK9/Bomb Tech Response. This vehicle will replace an explosive detection K9/APD Bomb Technician response vehicle. This vehicle is used to respond to incidents in the Amarillo and the Texas Panhandle. The project was prioritized by the Panhandle Regional Emergency Management Advisory Committee (PREMAC) when evaluating potential projects from the State Homeland Security Grant (SHSG) program, and approved by the Panhandle Regional Planning Commission (PRPC).

Requested Action: Approval for purchase of new vehicle.

Funding Summary: This purchase will be funded by the SHSG for the amount of \$77,331.21 and the remaining balance of \$8,514.26 will be made from APD State seized funds.

Purchasing Summary: This purchase is using Buyboard Contract #744-24.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends the approval of the purchase of the 2025 Dodge Ram HD Bomb Response Vehicle, and award to D&M Commercial Leasing in the amount of \$85,845.47.

Attachments: None



Agenda Transmittal Memo

Date: January 28, 2025

Council Priority: Fiscal Responsibility
Infrastructure
Public Safety

Department: Fire Department

Contact Person: David Kouba, Deputy Fire Chief

Agenda Caption: CONSIDER APPROVAL - CHANGE ORDER NO. 1 FOR FIRE TRAINING TOWER REPAIR

This item considers approval of Change Order No. 1 for fire training tower repairs. Significant stairway design changes were implemented after investigations revealed the original construction plans were unsuitable due to current structural component issues.

Award to: Panhandle Steel Buildings (BuyBoard #581-19)

Amount:

Original Award	\$384,352.00
Change Order No. 1	<u>70,062.00</u>
Total Award	\$454,414.00

Funding Source: General construction fund revenues

Is this item budgeted? Yes

Agenda Item Summary: Original Award: \$384,352

Change Order No. 1: \$70,062

Total Revised Award: \$454,414

This change order addresses design modifications requested by Rodolfo Mireles, P.E., and Jay Pharis, prompted by field investigations by Panhandle Steel Buildings. These investigations revealed that the walls were not fully grouted as assumed in the original 2003 construction drawings, requiring major adjustments. Key changes include adding steel columns and concrete footings, incorporating specialty anchors, and redesigning grating, landings, and safety features. Additional modifications include increased shop welding and changes to anchor bolt size and quantity. The contract amount has increased by \$70,062.00, bringing the total to \$454,414.00 to cover material, labor, and redesign costs.

Requested Action: Approval of Change Order No. 1 for \$70,062 for a new total of \$454,414.

Funding Summary: Funding is available through Fire Training Tower Job 411471.

Purchasing Summary: The Fire Training Tower Job funds this project, which has \$294,572.29 available. Part of the work has been completed on this project. The balance to finish with Change Order No. 1 is \$290,344.

Community Engagement Summary: N/A

Staff Recommendation: N/A

Attachments: 1. Bid Tabulation (7901)

To be awarded as one lot	Panhandle Steel Buildings
--------------------------	---------------------------

Line 1 Building Maintenance & Critical Repair

1	ea			
	Unit Price		\$63,324.000	
	Extended Price			63,324.00

Line 2 Recommended Repairs

1	ea			
	Unit Price		\$40,525.000	
	Extended Price			40,525.00

Line 3 Burn Building Interior Stair Replacement

1	ea			
	Unit Price		\$61,126.000	
	Extended Price			61,126.00

Line 4 Tower Interior Stair Replacement

1	ea			
	Unit Price		\$219,377.000	
	Extended Price			219,377.00

Total Amount Bid		\$ 384,352.00
CO #1		\$70,062.00
Revised Total		\$454,414.00
Panhandle Steel Buildings	Amarillo, TX	



Agenda Transmittal Memo

Date: January 28, 2025

Council Priority: Fiscal Responsibility
Infrastructure
Public Safety

Department: Parks and Recreation

Contact Person: Michael Kashuba, Director of Parks and Recreation

Agenda Caption: CONSIDER PURCHASE - ACCESSIBLE DOCK FOR MEDICAL CENTER PARK

This item considers the purchase and installation of an accessible dock for Medical Center Park.

Award to: EZ Dock of Texas LP. (BuyBoard #679-22)

Amount: \$82,538.00

Funding Source: General fund revenues and Texas Parks and Wildlife Habitat and Angler Access Program grant funding

Is the item budgeted? Yes

Agenda Item Summary: The primary focus of the proposed project is to install an ADA compliant floating fishing pier at Medical Center South Lake, Amarillo, TX (aka Medipark). Medipark is a seven-acre lake located on the northwest part of town within the Amarillo city limits. Medipark is a stormwater management waterbody but is also a popular location for recreational angling and a participant in the Neighborhood Fishin' Program (NFP). The waterbody receives regular stocking of Channel Catfish and Rainbow Trout. Installation of a floating pier would make a lasting and equitable impact for area anglers. Proposed improvements would include smoothing shorelines, and a newly installed (EZDOCK) fishing dock with ADA gangway, guide rails, seating, lighting, and future kayak launch.

Medipark is a popular recreation destination for residents and tourists alike. Located in the medical district in Amarillo, the park also boasts a botanical garden, science center, AMBUCS ADA playground, regularly stocked fishing lakes and adjacent mountain bike trails. An evaluation of angler use was performed by Texas Parks and Wildlife Inland Fisheries Division as part of a larger NFP study in 2012-13. That evaluation concluded that Medipark had an estimated 22,214 hours of angling effort, 7,563 unique anglers, and 3,978 new anglers. Installation of the proposed fishing amenity (EZDOCK) will not only improve ADA accessibility, but will provide an adaptable, safe and low maintenance access option for area anglers.

Installation of fishing amenity would be available to the public and would include update signage with local regulations and safety information. The Proposed fishing dock would include an ADA accessible gangway, handrails, bench seating, and solar power light posts.

Requested Action: Approval of the purchase and installation of an accessible dock for the South Lake at Medical Center Park.

Funding Summary: Funding for this project is available in Project #0000011 and comes from the following sources:

- Texas Parks and Wildlife Habitat and Angler Access Program - \$53,000.00
- Parks E&I - \$29,538.00

Purchasing Summary:

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of the purchase and installation of the accessible dock for MediPark.

Attachments: 1. Bid Tabulation for ITB 169-25

ITB 169-25 KD ADA Accessible Fish Dock for South Lake at Medical Center Park

To be awarded as one lot

EZ Dock of Texas

Line 1 Set up Installation

1 ea

Unit Price

\$11,596.500

Extended Price

11,596.50

Line 2 Delivery Charge

1 ea

Unit Price

\$2,100.000

Extended Price

2,100.00

Line 3 Parts & Materials

1 ea

Unit Price

\$68,842.000

Extended Price

68,842.00

EZ Docks of Texas

Hurst, Texas

Total Amount Bid

\$ 82,538.00



Agenda Transmittal Memo

Date: January 28, 2025

Council Priority: Infrastructure
Public Safety

Department: Parks and Recreation

Contact Person: Michael Kashuba, Director of Parks and Recreation

Agenda Caption: CONSIDER AWARD - DESIGN CONTRACT FOR PARKING LOT DESIGN ON CITY OF AMARILLO PARK PROPERTIES

This item considers the award of a design contract for parking lots to be located in John Stiff Park and Rick Klein Park.

Award to: Sims Architects

Amount: \$157,000.00

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: The proposed project involves the development of construction bid documents for multiple parking lots to be constructed on City of Amarillo property (associated with athletic fields at John Stiff Memorial Park and Rick Klein Park). The scope of work will include necessary ADA improvements, the preparation of an opinion of probable cost, and design elements for sidewalks, drainage, and potentially landscaping/irrigation. These enhancements aim to improve accessibility and functionality for the parking areas, ensuring compliance with city standards and promoting sustainable design practices.

John Stiff Memorial Park

The influx of vehicles at John Stiff Memorial Park is overwhelming the area during nights and weekends, leading to illegal parking and safety issues, especially near no-parking zones by Bell Street. Additionally, the Amarillo police department has raised concerns about these practices, which further highlights the urgency of addressing this issue.

Rick Klein Park

The dirt parking lot at Rick Klein Park (south of the multi-purpose fields) is unusable and non-compliant following rain events and does not meet the City of Amarillo's development standards for parking lots as listed below:

Sec. 4-10-211 (3) e. - Vehicle parking regulations.

To satisfy the Off-Street Parking space requirements of subsections (1) and (2) above, a parking space shall be paved with asphalt or concrete, be provided with a similarly paved driveway connecting it to a Street or Alley and be established, maintained and marked in accordance with the mandatory Parking Design Standards of Section 9, Driveways and parking Lots, of the City of Amarillo Development Policy Manual.

Requested Action: Approve a design contract with Sims Architects.

Funding Summary: Funding is available in Project #0000008

Purchasing Summary:

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval.

Attachments: 1. COA Parks Parking AE Proposal 2025-01-13

January 14, 2025

City of Amarillo – Parks and Recreation
Attn. Michael Kashuba
509 S. Johnson St.
Amarillo, TX 79101

Re: Proposal for Architectural & Engineering Services (A&E)
Parking Lots at John Stiff and Rick Klein Parks

Dear Michael:

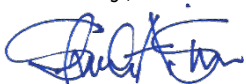
We at **SIMS + ARCHITECTS** appreciate the opportunity to work with you on your upcoming projects. We have always enjoyed working with you and your team at the City of Amarillo. It is my understanding that the scope of work includes three separate parking lots at John Stiff Park and Rick Klein Park. These new parking lots do not include any lighting as that will be done in a separate project. Your Opinion of Probable Cost for this project is approximately \$3.5 million. You have reviewed and commented on our schematic drawings and have given them conceptual approval. We will take these layouts and prepare construction documents for bidding and permitting with the City of Amarillo. Our team will also inspect the work during construction to ensure compliance with the construction documents and be available for questions and clarifications during the pricing stage to aid the General Contractor in giving you the most accurate cost.

Architectural and Engineering Fee: Our fee for this project will be a fixed fee of \$157,500. This includes all architectural and engineering services including civil engineering, survey, and landscape architect from Schematic design through Construction Administration.

Exclusions: This fee does not include any geotechnical engineering, city or state filing fees, printing, or postage. Any expenses incurred as reimbursables will be billed at direct value with no markup.

If you have any questions or need further information, please don't hesitate to call. We look forward to working with you.

Sincerely,



Sheila A. Sims, President



Agenda Transmittal Memo

Date: January 28, 2025

Council Priority: Business Friendly Community

Department: Planning and Development Services

Contact Person: Emily Koller, Director of Planning and Development Services, Drew Brassfield, Assistant Director of Planning

Agenda Caption: CONSIDER APPROVAL - ADDENDUM TO EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE #2 DEVELOPER AGREEMENT WITH BIG TEXAN STEAK RANCH/GALAXY CATERING INC.

This item considers an extension to the deadline for Big Texan Steak Ranch/Galaxy Catering, Inc. to obtain a construction permit related to the Route 66 Bug Ranch outlined in the East Gateway TIRZ #2 Developer Agreement executed in May 2024.

Agenda Item Summary: This item considers an extension to the deadline for Big Texan Steak Ranch/Galaxy Catering, Inc. to obtain an issued permit for the construction of the Route 66 Bug Ranch within six months of the effective date of the agreement, which was May 29, 2024. The request is to move the deadline for the issuance of the permit from November 25, 2024, to February 23, 2025, but leave the expiration date of the agreement as one year from the effective date. The addendum will also allow for the City Manager or designee to authorize an extension of up to 120 days for performance of the Developer Obligation.

On May 16, 2024, the Board of Directors of the East Gateway Tax Increment Reinvestment Zone (TIRZ) #2 considered a grant request associated with the Big Texan/Galaxy Catering Route 66 Bug Ranch project. The project is a free, publicly-accessible art installation that once had its home along Route 66 near the community of Conway, TX. The rehoming of this installation will be in the vicinity of Sunrise Dr. and the I-40 access road, near the Starlight Ranch and Big Texan RV Ranch. The total project cost is estimated to be \$219,790 with \$129,790 being equity from the owner. The agreement provides \$90,000 from the East Gateway TIRZ.

The construction of Bug Ranch proceeded without proper approvals in place as a result of the previous contractor. The owner/developer has since hired a new contractor and is working to meet the outstanding requirements. These include: drainage report approval; site plan approval, and providing a structural engineer assessment for review and approval of the final construction plans. It is expected that portions of the installation will be removed and reconstructed.

Requested Action: Approve as presented. On January 16, 2025 the TIRZ #2 Board of Directors recommended approval of the extension request.

Funding Summary: Funding for this grant is provided through TIRZ #2 revenues as a Community Project. Funding is set aside in the TIRZ #2 budget to support requests for items that lend to the beautification and appeal of the area as a gateway to Amarillo.

Purchasing Summary:

Community Engagement Summary: A public meeting of the TIRZ #2 Board was held on 1/16/2025. There were no public comments on this item.

Staff Recommendation: Staff recommends approval as presented.

Attachments:

1. Route 66 Bug Ranch Developer Agreement - Fully Executed
2. Bug Ranch Developer Agreement_Addendum No.1

**DEVELOPER AGREEMENT
TAX INCREMENT REINVESTMENT ZONE NO. 2,
CITY OF AMARILLO, TEXAS**

This DEVELOPER AGREEMENT ("Agreement") is entered into by and between the **TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF AMARILLO, TEXAS** (the "Zone"), by and through its administrative board appointed in accordance with Chapter 311 of the Texas Tax Code (the "Act") to oversee the administration of the Zone, a reinvestment zone designated by ordinance of the City of Amarillo, Texas ("City") in accordance with the Act, and **BIG TEXAN STEAK RANCH/GALAXY CATERING, INC** ("Developer").

The Zone and Developer hereby agree that the following statements are true and correct and constitute the basis upon which the Zone and Developer have entered into this Agreement:

WHEREAS, on November 8, 2016, the City Council approved Ordinance No. 7627 establishing East Gateway Tax Increment Reinvestment Zone Number Two, City of Amarillo, Texas, (the "Zone") in accordance with the Tax Increment Financing Act, as amended (V.T.C.A., Tax Code, Chapter 311) to promote development and redevelopment in the area through the use of tax increment financing;

WHEREAS, on December 12, 2017, pursuant to Ordinance No. 7698, the CITY did approve Tax Increment Financing Reinvestment Zone Number One, City of Amarillo, Texas, Project and Financing Plan (the "Plan");

WHEREAS, pursuant to the Plan, certain tax revenues will flow into a fund to be administered by the Zone, known as the Tax Increment Fund (TIF); also, the Zone may receive other gifts, grants or other revenue to be accounted for separately from the TIF but used only for duly approved authorized purposes of the Zone;

WHEREAS, pursuant to Section 311.010 of the Act and the provisions of City Ordinance No. 7698, as amended, City has delegated to the Zone the powers necessary for the implementation of the Plan, which powers include the power to enter into agreements for the construction of both private and public improvements that accomplish or enhance one of these ten goals: 1) Development of new retail and entertainment venues contributing additional property and sales tax revenue 2) Relocation and expansion of the Big Texan Steakhouse resulting in increased customer attraction contributing additional property and sales tax revenue 3) Redevelopment of the existing Big Texan Steakhouse resulting in the retention of customers and continuing to contribute property and sales tax revenues 4) RV Park contributing additional property and sales tax revenue 5) Retail outlets contributing additional property and sales tax revenue 6) Entertainment venues contributing additional property and sales tax revenue 7) Auto and truck service outlets contributing additional property and sales tax revenue 8) Full-service hotel contributing additional property and HOT tax revenue 9) Limited-service hotels contributing additional property and HOT tax revenue 10) Development of new recreation and athletic facilities;

WHEREAS, the Zone and City recognize the importance of its continued role in local economic development, including incentives under Chapter 380, Texas Local Government Code;

WHEREAS, Developer owns or controls certain property located within the Zone and has requested reimbursement for constructing certain improvements pursuant to the Plan; and,

WHEREAS, Developer's proposed project was approved for TIRZ participation by the Amarillo City Council on May 28, 2024;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Site

Developer owns or leases certain real property which is within the city limits of Amarillo and the boundaries of the Zone. The Property, for purposes of this Agreement, is limited to that certain public right-of-way abutting the Developer's real property, as specifically described in Exhibit B.

Section 2. Project & Financing

Developer understands and agrees that the cost of the Private Improvements associated with the Project shall be funded by and through Developer's own capital or other financing means arranged and obtained by Developer. Further, the TIF payments made to Developer pursuant to this Agreement are intended **FOR CONSTRUCTION OF A PARKING LOT, SIDEWALK, AND GENERAL BEAUTIFICATION OF AREA ASSOCIATED WITH "ROUTE 66 BUG RANCH" ART INSTALLATION, as shown on Exhibit B (the "Project")**.

Section 3. TIF Participation: Incentive Grant

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, Zone agrees to provide **PAYMENT OF FUNDS UP TO \$90,000 FROM THE TAX INCREMENT FUND for the Project**. Unless explicitly provided differently in an exhibit attached hereto, all grants, loans, reimbursements and any other financial payment to Developer under this Agreement shall be made **TO THE DEVELOPER** provided all current taxes have been paid on the Developer's real property and any other prerequisites stated in this Agreement have been satisfied.

In order to receive payment under this Agreement, whether a lump sum upon completion and acceptance or by periodic draws/progress payments, Developer must submit a pay request along with all documents reasonably required by the Planning Director to adequately document (i) Developer's delivery and performance of the improvements described herein, in compliance with all applicable laws and codes; and (ii) payments to suppliers, subcontractors, and workmen. Each periodic draw, if any, shall be subject to 10% retainage that will be paid to Developer in the final payment upon satisfactory completion and acceptance of the Project.

TIF payments made to the Developer pursuant to this Agreement are conditioned upon (i) reasonable and necessary expenditures for the Project and (ii) satisfactory completion and acceptance of the Project before the expiration of the term, regardless of whether the funds paid or payable by the Zone are or are not sufficient to complete the Project. The Developer shall promptly refund any advance payments made by the Zone which do not meet both conditions. The total obligation of the Zone under this Agreement shall never under any circumstances exceed the cap on expenditures specified in this Section 3.

Zone also reserves the right, when payments come into the Tax Increment Fund, to prepay all or any portion of the total amount to be granted or reimbursed under this Agreement at any given time. If City in its sole discretion issues Tax Increment Funds Bonds to pay for previous or future projects, Zone may fully reimburse Developer from bond proceeds received, the existing

unpaid balance plus accrued interest under this Agreement, and under any other outstanding developer agreements within the Zone.

Section 4. Reimbursement Limited to TIF Fund

Developer understands and agrees that any and all payments, obligations, grants, loans, reimbursements and any other form of financial obligation imposed on the Zone by this Agreement ("Reimbursement") shall be made solely from then-currently available revenues in the TIF Fund and subject to pre-existing commitments and all other terms of this Agreement and applicable laws. In the event that there is not sufficient revenue in the TIF Fund to timely pay Developer any part of the Reimbursement, the Zone will pay Developer such portion of the Reimbursement that may be available at the time. The balance of any due but unpaid Reimbursement shall be carried forward without interest and paid by the Zone in the first year in which there is sufficient revenue in the TIF to pay such balance. Developer agrees that it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or City for all or any portion of the Reimbursement. Upon termination of the Zone on November 8, 2046, as provided by Ordinance No. 7627 or such other date as may be specified in a subsequent ordinance adopted in accordance with Section 311.017 of the Act, any portion of the Reimbursement that has not been paid due to the unavailability of revenue in the TIF Fund or due to Developer's failure to meet any precondition under this Agreement for receipt of the Reimbursement shall no longer be considered Project Costs of the Zone, and any obligation of the Zone to pay Developer any remaining balance of the Reimbursement shall automatically expire.

Section 5. Term

The term of this Agreement shall begin upon the effective date and end upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; (b) expiration of one year after effective date; or (c) the expiration of the term of the Zone.

Section 6. Exhibits

The parties agree that each and every exhibit that is mentioned in and attached to this Agreement is a material part of this Agreement and each such exhibit is by this reference, incorporated into this agreement for all purposes as though set forth verbatim here.

Section 7. Force Majeure

It is expressly understood and agreed by the parties that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities (SPS/Xcel Electric, Southwestern Bell Telephone, Atmos Gas, Suddenlink Cable or their Contractors or other utilities or their contractors), fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

Section 8. Indemnity

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE ZONE, THE BOARD, THE CITY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES,

ASSIGNS AND SUCCESSIONS, HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES, INTEREST, AND ATTORNEY FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS) OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE ZONE, BOARD OR CITY OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER AND ZONE, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. HOWEVER, NOTHING IN THIS SECTION WAIVES ANY IMMUNITY OR OTHER DEFENSE AVAILABLE TO THE ZONE, BOARD OR CITY UNDER TEXAS OR FEDERAL LAW.

Section 9. M/WBE Goals

In satisfaction of the Zone's obligations under Section 311.0101 of the Act, Developer shall make a good faith effort to comply with City's policy regarding participation of business enterprises eligible as small, minority, or women-owned business enterprises in subcontracting any of the construction performed on the Project. Upon Developer's request, City shall provide Developer with access to the list of companies that qualify as such a business enterprise.

Developer shall: (i) maintain records showing its contracts, supply agreements, and service agreements with such Business Enterprises, as well as its efforts to identify and award contracts to such Business Enterprises; and, (ii) provide a report to the Zone annually during construction, in a manner reasonably prescribed by the Board, documenting its efforts to comply with this paragraph.

Section 10. Events of Default & Remedies

A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement, including exhibits, which is not otherwise excused under the terms of this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event that would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default.

If a default shall occur and continue, after thirty (30) day's notice to cure default, the non-defaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. The Zone shall not, however, pursue remedies for as long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within the 30 days following notice.

Section 11. Venue and Governing Law

This Agreement is performable in Potter County, Texas and venue of any action arising out of this Agreement shall be exclusively in Potter County. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Amarillo,

applicable federal and state laws, the violation of which shall constitute a default of this Agreement. To the extent permitted by law, the law of the state of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Amarillo, Potter County, Texas.

Section 12. Notices

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for Zone, to:

Tax Increment Reinvestment Zone No. 2
c/o City of Amarillo Director of Planning
808 S. Buchanan, Box 1971
Amarillo TX 79101
Fax: 806/378-9388

If intended for Developer, to:

Bobby Lee,
Co-owner
7701 I-40 East
Amarillo, TX 79118
Phone: 806/372-6000

Copy to:

Office of the City Attorney
509 S.E. 7th Street, Suite 303
Amarillo, Texas 79101
Fax: 806/378-3018

Copy to:

Same as Developer

Section 12. Severability

In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court or agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other remaining provisions hereof and this Agreement shall remain in full force and effect and be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 13. Counterparts & Signatures

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. This agreement may be executed in multiple originals. This agreement may be executed by facsimile signatures which shall be deemed originals and equally admissible as originals.

Section 14. 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.

Section 15. Successors and Assigns

The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, Developer shall not assign this Agreement without prior Zone approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, written approval of the Zone shall not be required for an assignment to an Affiliate of Developer. "Affiliate of Developer" as used herein, includes any parent, sister, partner, joint venturer, or subsidiary entity of Developer; any entity in which Developer is a major shareholder, owns an

equity interest, or is a joint venturer or partner (whether general or limited), or to the Developer's financial institution.

Section 16. Limited Rights and Non-waiver

This agreement is intended only to establish the rights and obligations as between the Parties hereto and it creates no right, expectation, benefit or obligation for or toward any other person or entity. Nothing stated or omitted from this Agreement shall be construed as a waiver of any defense, affirmative defense, or immunity available to the Zone or the City and their respective officials, directors, members, employees, agents, assigns, successors.

Section 17. Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

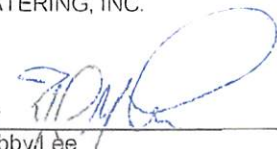
EXECUTED as of the dates shown below so as to be effective for all purposes as of the last date upon which all persons and parties for whom a blank is provided have signed (the "effective date").

TAX INCREMENT REINVESTMENT ZONE
NUMBER TWO, CITY OF AMARILO,
TEXAS

BIG TEXAN STEAK RANCH/GALAXY
CATERING, INC.

By: 
David Walker
Chairman of Board

Date

By: 
Bobby Lee
Co-owner

Date

CITY OF AMARILO, TEXAS

APPROVED AS TO FORM AND LEGALITY
FOR CITY & ZONE

By: 
Floyd Hartman
Interim City Manager

Date

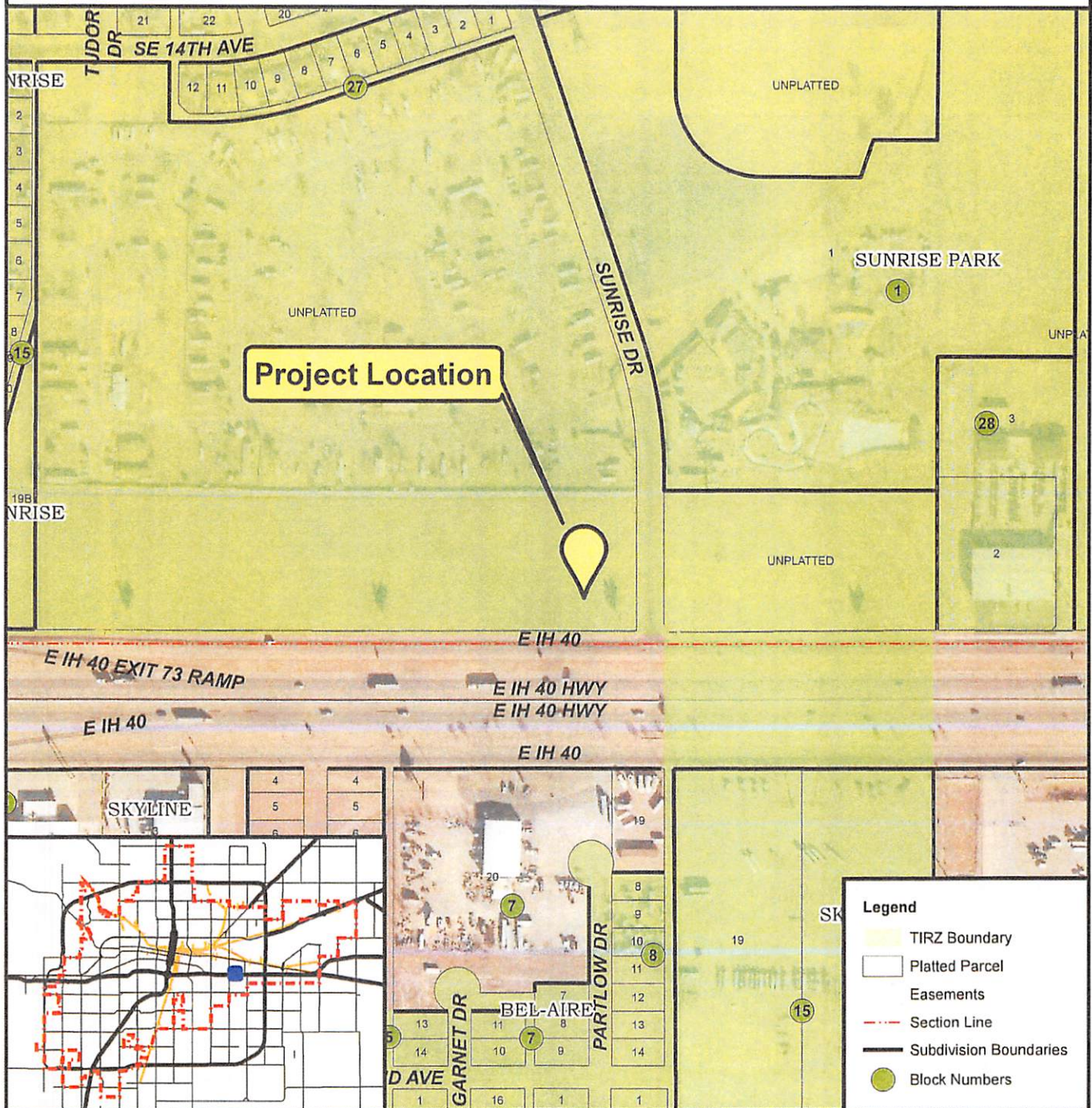
By: 
Leslie Schmidt
Senior Asst.
City Attorney

Date

Attachments that are part of this Agreement:

- Exhibit A Property Map
- Exhibit B Site Plan
- Exhibit C Project Cost Estimates
- Exhibit D Project Term Sheet

Bug Ranch Project Location Exhibit "A"



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 300 Feet
Date: 5/8/2024
Case No: Bug Ranch Project



9.09 Acre tract of land in Section 106, Block 0002, AB&M Survey, Potter County, Texas

Vicinity: Interstate 40 East and Sunrise Dr.

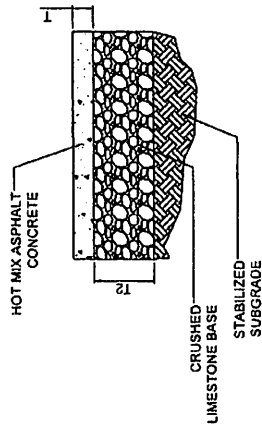
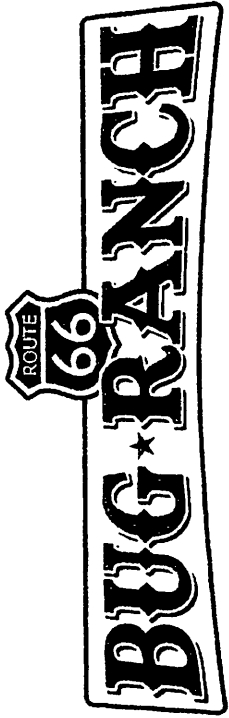
Applicant: Galaxy Catering Inc.

AP: R-12

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



Exhibit B: Site Plan



- A. HOT MIX ASPHALT CONCRETE (ITEM 340 TxDOT-TYPE D):
LIGHT DUTY: T1 = 3.0 INCHES

ASPHALT PAVING SECTION
SCALE 1 IN 1.5

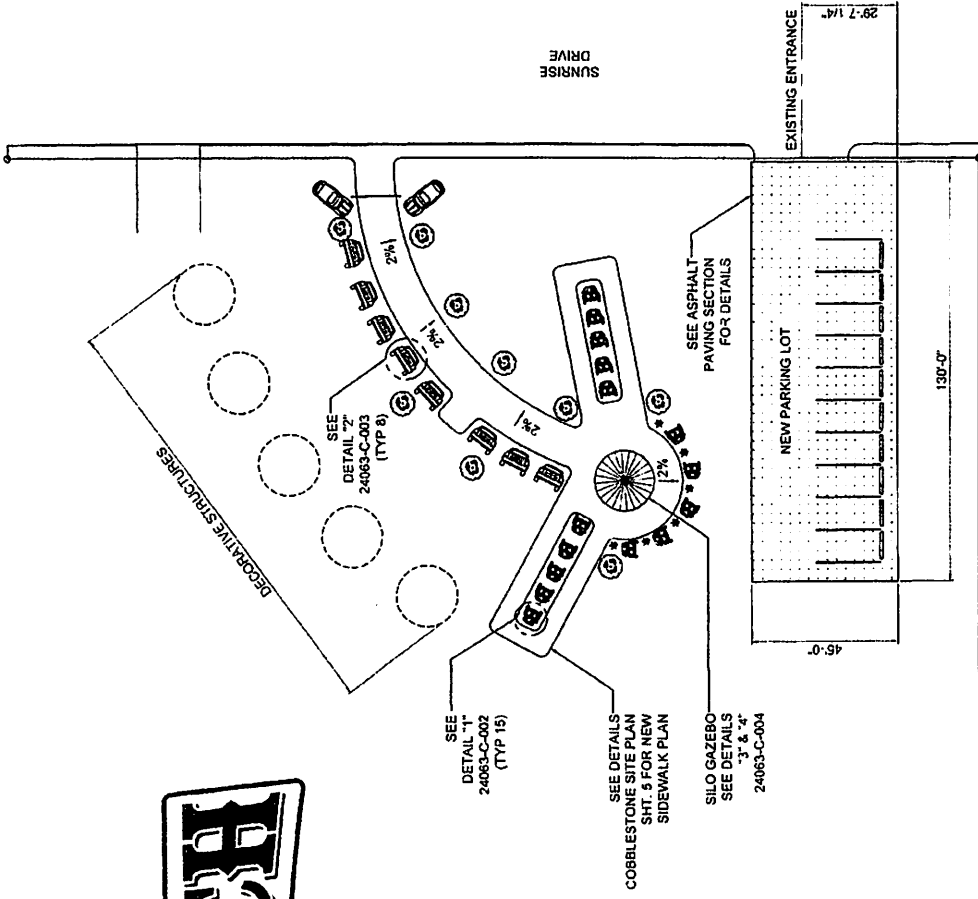
[illegible]

Exhibit C: Project Cost Estimates

Project Costs

Costs	Amount (\$)	Source of Funds
Site Improvements	\$135,290	BTSR/Galaxy Catering, Inc.
Cost of Machinery/Equipment	\$ 19,500	BTSR/Galaxy Catering, Inc.
Architectural/Engineering Fees	\$ 23,000	BTSR/Galaxy Catering, Inc.
Marketing: Billboard, designs/layout, social media, radio	\$ 42,000	BTSR/Galaxy Catering, Inc.
Total Project Costs	\$219,790	

Financing

Source	Amount	Terms: Yrs./Interest	Contact Information
Owner Equity	\$129,790	N/A	Bobby Lee, 806.372.6000
TIF Assistance	\$ 90,000	N/A	

EXHIBIT D – Project Term Sheet

Section 1. Site Improvements

Developer promises to redevelop the lot, resulting in the following improvements to the property described in Exhibit B:

- Business/Land Use - Construction of publicly accessible art installation
- Other Improvements - Parking lot, sidewalk, and general beautification of the area

Section 2. Financial Analysis

Developer understands and agrees that the cost of the Private Improvements associated with the Project shall be funded by and through Developer's own capital or other financing means arranged and obtained by Developer. Further, the TIF payments made to Developer pursuant to this Agreement are intended for construction of certain streetscape improvements within the public right-of-way only, as shown in Exhibit B. Analysis indicates the financial feasibility of this project is negatively impacted due to the scope of the project and additional infrastructure requirements of the site. The proposed assistance will encourage and support the project, consistent with the goals of the Zone. Making grants/loans from the TIF of the Zone will serve those ends.

In order to make Developer's planned development financially feasible, Developer has requested that the Zone grant Developer funds for certain actual costs incurred for financial assistance per §311.010 of the Texas Tax Code and Chapter 380 of the Texas Local Government Code.

Section 3. Developer's Obligations

Subject to the terms and provisions of the Agreement, as conditions precedent to the Zone making any payment from the TIF to Developer, the Developer must:

- Secure not less than \$219,790 in private investment for the Project on the Property.
- Comply with all terms, conditions, and obligations of this Exhibit D and the Agreement to which it is attached.
- Obtain an issued permit for the construction within 6 months of the effective date of the agreement.
- Agreement expires one year from the effective date.

[THIS SPACE INTENTIONALLY LEFT BLANK]

DEVELOPER AGREEMENT ADDENDUM No. 1

This Addendum No. 1 amends, in part, that certain Developer Agreement that was signed and effective on or about May 29, 2024, by and between the City of Amarillo, a municipal corporation, Tax Increment Reinvest Zone Number Two, and BIG TEXAN STEAK RANCH/GALAXY CATERING, INC. (as "Developer"), as follows:

* * *

In **Exhibit D - Project Term Sheet**, the date by which the Developer is required to obtain an issued permit is now extended to February 23, 2025, notwithstanding any other provision in the Agreement that might be construed to limit the length of this extension. The City Manager or designee is authorized to grant an extension of up to 120 days for performance of this Developer Obligation for good cause as reasonably determined by that official. If the Developer is unreasonably delayed by the City or any other governmental entity or agency, as determined by a qualified mediator mutually selected by the parties, in obtaining the building permit, the certificate of occupancy, or any other permit or license, the time period applicable to such requirement shall be extended for a period of time equal to the period Developer was delayed.

* * * *

Except as specifically amended herein, all other terms, conditions, obligations, rights, and provisions of the above-described agreement remain in full force and effect.

Signed and effective this 16th day of January, 2025.

**BIG TEXAN STEAK RANCH/GALAXY
CATERING, INC.**

CITY OF AMARILLO, TEXAS

By: _____
Bobby Lee, Co-owner Date

By: _____
Grayson Path, City Manager Date

**TAX INCREMENT REINVESTMENT
ZONE NUMBER TWO, CITY OF
AMARILLO, TX**

ATTEST:

By: P. David Walker 1/16/2025
David Walker Date
Chairman of Board

By: _____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM AND
LEGALITY FOR CITY & ZONE:

By: [Signature]
Amarillo City Attorney's Office



Agenda Transmittal Memo

Date: January 28, 2025
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. 8178

This item is a public hearing and first reading of an ordinance considering the rezoning of Lot 10, Block 5, Edgehill Addition Unit No. 6, an addition to the City of Amarillo, in Section 185, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Planned Development District 89A to Planned Development District 89B for the construction of a new auto parts store. (VICINITY: S. Georgia St. & SW 35th Ave.; APPLICANT/S: Wesley Berlin for Furman Family Partnership)

Agenda Item Summary: Request: The applicant is requesting a change in zoning to build a new auto parts store on the site (AutoZone). While the use is allowed in the base zoning for the site, the current Planned Development features a specific site plan for a shopping center that burned down which is the reason an amendment is needed.

Adjacent Zoning: Adjacent zoning consists of Planned Development District 89A to the north; Office District 2 and Residential District 1 to the south; Residential District 1 to the east; and Residential District 3 and Multiple Family District 1 to the west.

Adjacent Land uses: Adjacent land uses consist of a shopping center to the north; single family detached homes and an office building to the south; single family detached homes to the east; and an apartment complex and a duplex to the west.

City Plan 2045 Conformance: The request would conform with City Plan 2045 and the Complete Neighborhood Scenario Place Type of Neighborhood Mixed Use identified for the property.

Analysis: The AutoZone proposed for the site will replace a shopping center that was damaged by a fire and eventually demolished. The proposed building will be 32,400 square feet and 21 feet tall to the top of the parapet wall. The existing planned development previously allowed for a 37,775 square foot building with a setback from the east property line (alley) of 29.53 feet and a setback from the south property line (Southwest 35th Avenue) of 25 feet. Those noted setbacks are of interest as those are the ones closest to adjacent homes. Uses allowed within the Planned Development are those allowed in General Retail and are proposed to remain the same with this amendment.

The proposed site will maintain many of the same development standards and features of the previous shopping center while including some additional improvements. The applicant will be providing landscaping in accordance with the City's Landscape Ordinance along Georgia and will also enhance the landscaping provided along Southwest 35th Avenue to include living groundcover

and trees. Regarding setbacks, the proposed building will increase the setback from the east property line to 34.85 feet and the south setback to 75 feet.

Of additional note, the applicant will not be allowed to place signs on the south or east face of the building and the existing screening wall along Southwest 35th Avenue will be maintained as is. Vehicular access to Southwest 35th Avenue will be limited to one driveway that is 120 feet east of the intersection of Georgia Street. The second driveway at the far east end of the site will be an entrance for emergency vehicles only and will be gated in order to limit impacts from vehicular traffic on nearby homes. Additionally, vehicular access between this site and the one to the north will be maintained as a condition of the amendment as that was a condition of the current Planned Development.

Given the nature of the use being allowed in the currently Planned Development and the improvements that the proposed site has made compared to the previous site plan, the Planning and Zoning Commission is of the opinion that if approved, the change would be in character with existing zoning and development patterns in the area and would not be detrimental neighboring properties.

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 by State Law, and as of this meeting, staff has received one call that expressed opposition to the request. The caller, who is the landlord for AutoZone at their current location, did provide a letter (attached in this packet) stating his objections to the request. The reasons for his objection are summarized below but can be read in full in the attached opposition letter:

- They are concerned that AutoZone may leave behind environmental issues within the building they will be vacating.
- AutoZone did not complete due diligence to address environmental risk in the current building.
- AutoZone is in breach of their lease because of the above issues/concerns just mentioned.
- AutoZone moving locations will be a financial and emotional burden to the landlord of their current location.
- Landlord is unable to attend the public meetings in person due to living in New York. (All comments provided were supplied to the Planning and Zoning Commission in addition to the Council via this Transmittal Memo).

Staff Recommendation: The Planning and Zoning Commission recommended approval of this item at the January 22, 2025, meeting with a 7-0 vote.

- Attachments:**
1. Ordinance No. 8178
 2. Location Map
 3. Existing Site Plan
 4. Proposed Site Plan
 5. Opposition Letter - Z-24-26

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 SOUTH GEORGIA STREET AND SOUTHWEST 35TH
AVENUE, 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 10, Block 5, Edgehill Addition Unit No. 6, an addition to the City of Amarillo, in Section 185, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Planned Development District 89A to Planned Development District 89B for the construction of a new auto parts store, 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 28th day of January, 2025 and PASSED on Second and Final Reading on this the 11th day of February, 2025.

Cole Stanley, Mayor

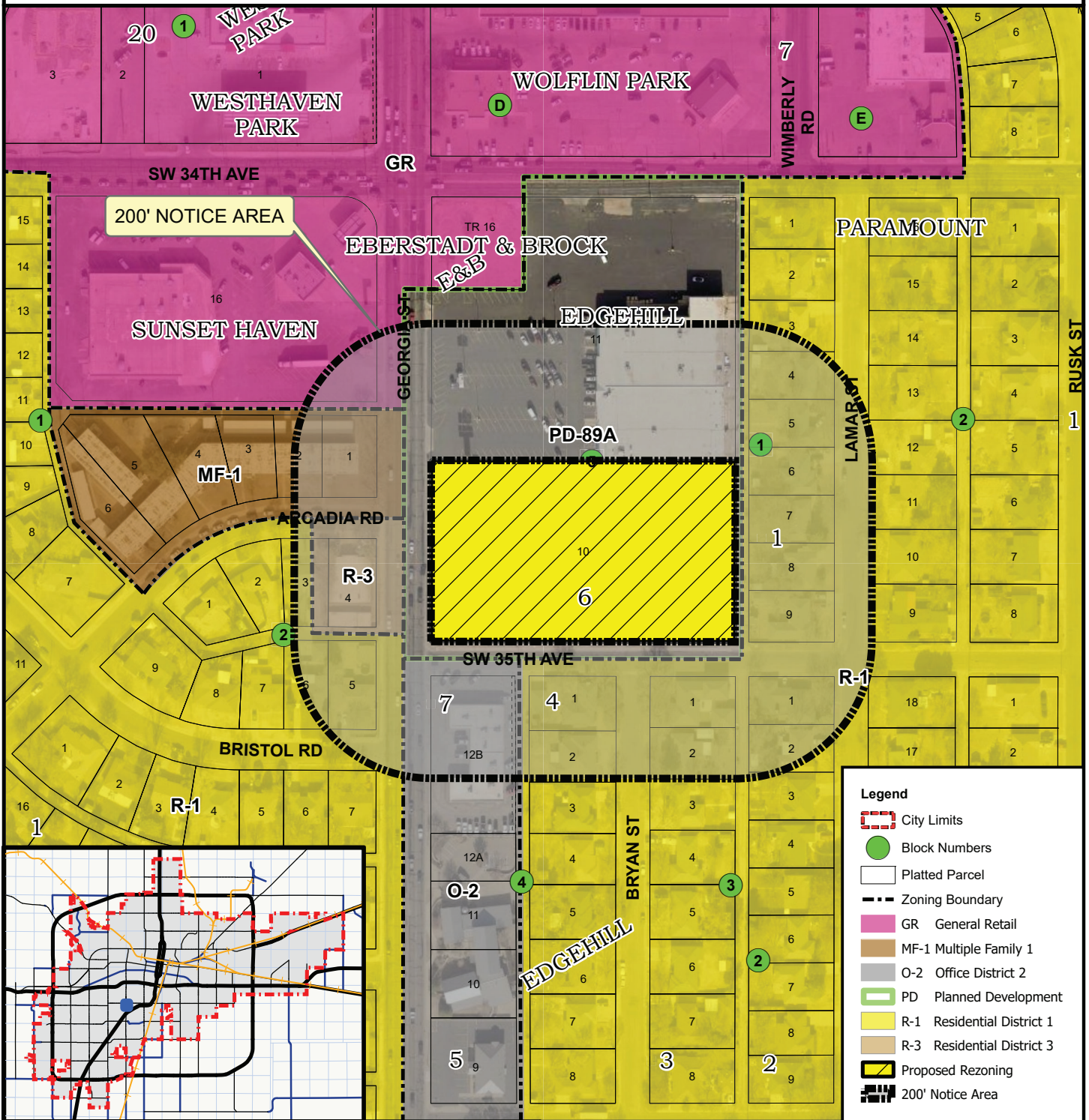
ATTEST:

Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM PD 89A to PD 89B



CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 200 Feet
Date: 12/13/2024
Case No: Z-24-26



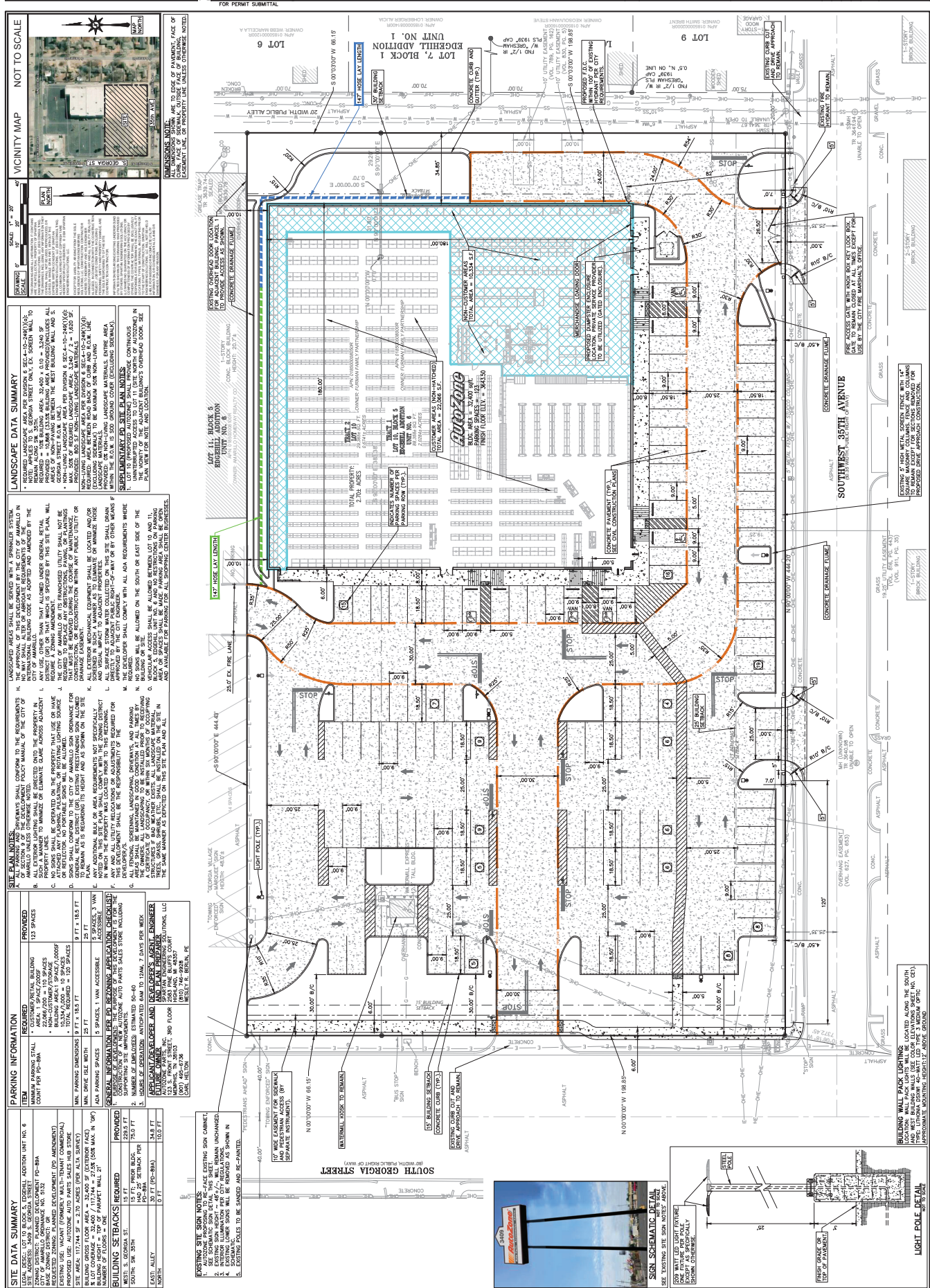
Rezoning of Lot 10, Block 5, Edgehill Addition Unit No. 6, an addition to the City of Amarillo Section 185, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Planned Development 89A District to Planned Development District 89B.

Owner: Wesley Berlin for Spartan Engineering

Vicinity: S Georgia St. & SW 35th Ave.

AP: M-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.



L1.0

REVISIONS: 12/30/2024
CH: Site Plan Review - 01/15/25

SCALE: 1" = 20'-0"

DATE: 12/09/2024

DESIGNER: bah

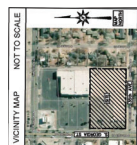
PROJECT: Landscape Plan

AUTO ZONE STORE TX1340

3409 S. Georgia St., Lot 10, Block 5
Amarillo, TX

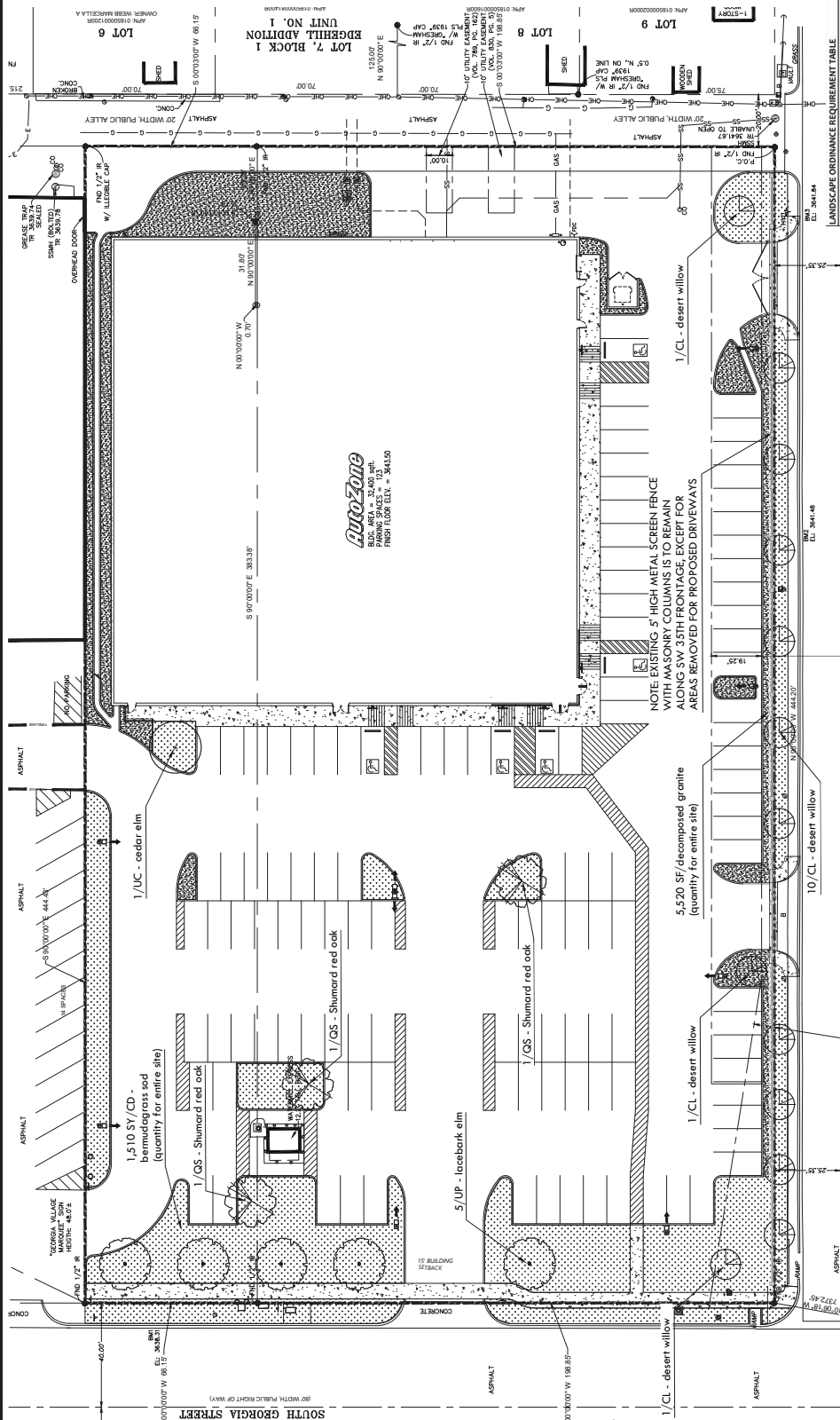
PO Box 712
Prosper, Texas 75078
972-347-9930

TEXAS TUFF LANDSCAPE
Landscape Architecture
Irrigation Design
Project Management
Horticulture Consultations



CIVIL ENGINEER:
WESLEY R. BERLIN, PE
SPARTAN ENGINEERING SOLUTIONS, LLC
10000 W. 10TH STREET, SUITE 100
HIGHLAND, TX 78035
810-746-8929

LANDSCAPE ARCHITECT:
BRYAN M. KASPER, ASLA
TEXAS TUFF LANDSCAPE, LLC
PO BOX 712
PROSPER, TEXAS 75078
972-347-9930



LANDSCAPE ORDINANCE REQUIREMENT TABLE

Requirement	Required	Provided
Total lot area: 117,344 SF		
Total building area: 33,400 SF		
Required landscape area in street frontage (set back of building from street frontage) (minimum 5' set back from street frontage) (this criteria only applies to S. Georgia St. frontage, where the building is set back from the street frontage)	3,145 SF	10,885 SF
*Provided area includes all areas of non-paving between the street building wall and the S. Georgia ROW line		
Total landscape area in street frontage, not to exceed 50% of building area	16,725 SF max.	8,005 SF
Total landscape area for site	19,033 SF	19,033 SF
Maximum set non-flaring landscape materials for areas in the street frontage (set back of curb and ROW line (includes sidewalk areas))	50% max.	40% max.
Street trees: (tree/lot LF frontage)		
Total length of S. Georgia street frontage (minus drive) - 334 LF	6	6
Total length of 35th St. street frontage (minus drive) - 392 LF	10	10
Parking lot trees: 13 spaces, 1 tree/20 spaces	6	6

LANDSCAPE POINT SYSTEM COMPLIANCE SCHEDULE

Points awarded for (a points required)	Points
50% of all plant materials are water efficient	5
All parking lot trees are planted in an island greater than 64 SF	5
TOTAL	20

GENERAL NOTES

- By submitting a proposal for the landscape planting scope of work, the contractor confirms that they have read and will comply with the associated notes, conditions, and details with this project, including all applicable jurisdiction requirements.
- The landscape contractor is responsible for determining plant quantities. Plant quantities shown on legends and callouts are for general information only. In the event of a discrepancy between the plan and the plant legend, the plant quantity as shown on the plan (for individual symbols) or callout (for groundcover patterns) shall take precedence.
- All landscape areas shall be irrigated with an underground sprinkler system. System shall provide 100% coverage and be installed per state and local codes.
- Landscape installed must be maintained in a healthy growing condition.

PLANTING SCHEDULE

CODE	COMMON NAME	BOTANICAL NAME	QTY	SIZE	NOTES
CL	desert willow	Chilopsis linearis	13	30G	
OS	Shumard red oak	Quercus shumardii	3	2' cal.	
UC	cedar elm	Ulmus crassifolia	1	2' cal.	
UP	lacebark elm	Ulmus parvifolia	5	2' cal.	
CD	bermudagrass	Cynodon dactylon	1,510	SV	sod; well rooted
DG	decomposed granite		5,520	SF	3" thick; over weedmat

Norman Mirsky (Manager)
La-Ben Realty (Landlord)
5163166974
To: City of Amarillo
Planning and Zoning Department
Amarillo, TX

Subject: Formal Complaint Regarding AutoZone's Proposed Move and Its Impact on 3412 South Georgia St

Dear Sir/Madam,

I am writing to formally express my concern and strong opposition to AutoZone's (originally AutoShack doing business now as AutoZone) proposed relocation from its current site at 3412 South Georgia St to a new location within a block of their current location. As a small property owner trying to make ends meet and a concerned member of this community, I believe this move will have significant environmental, financial, and ethical ramifications. Below are the key reasons for my objection:

1. Environmental Issues and Hazardous Asbestos at 3412 South Georgia Street

AutoZone's decision to vacate their current premises at 3412 South Georgia Street may leave behind alleged and unknown serious environmental concerns (see text message from previous owner to current owner warning him attached). The property may contain highly hazardous asbestos, a known carcinogen, oil and chemicals that remains unaddressed. As far as I am aware, no asbestos abatement or environmental studies has been conducted, and there has been no evidence of due diligence to manage underground contaminants at the site. It is essential that the City of Amarillo ensure these environmental concerns are fully resolved before approving a different site location down the block. This property is currently left in an unsafe state that could pose a public health risk and great financial burden to current landlord.

2. Failure to Complete Due Diligence and Address Environmental Risks

Before deciding to build a new location, AutoZone failed to conduct a thorough environmental assessment of the site at 3412 South Georgia Street, particularly concerning asbestos and other potential underground contaminants. As part of responsible corporate practice, AutoZone should have performed the necessary environmental due diligence to ensure that the property is safe before moving their eyes to a new site. By neglecting these steps, they may leave a hazardous legacy for the landlord and the community, all while moving forward with new construction plans at a different location without addressing these critical concerns.

3. Breach of Lease and Neglect of Lease Obligations

AutoZone is currently in breach of its lease agreement with the landlord (see lease excerpts attached in regards to "use, possession and compliance with law"). The lease explicitly outlines their responsibility for maintaining the property and conducting necessary environmental checks with law and regulations. AutoZone's failure to uphold these obligations—particularly their neglect of the environmental risks associated with asbestos—demonstrates a disregard for both legal and ethical responsibilities. Additionally, AutoZone has failed to maintain interior upkeep and maintenance of the property as required under the terms of the lease. By planning to vacate the premises without fulfilling these obligations, they are leaving the landlord in a difficult and precarious position. I would be happy to send you a copy of the original lease at your request.

4. Financial Harm and Breach of Promise to Landlord

The financial and emotional toll on the landlord of 3412 South Georgia Street cannot be overstated. The landlord is a small property owner who relies on the income generated by this property to support his livelihood. AutoZone made repeated promises to remain at the location, and based on these promises, the landlord made significant investments, including paying out of pocket for a new parking lot to accommodate AutoZone's needs. In return, AutoZone agreed to stay, but now, after stringing the landlord along for several years, they have decided to not negotiate a new lease leaving the landlord financially burdened. This has placed an immense strain on the landlord's finances. The landlord has made numerous attempts to communicate directly with AutoZone's corporate office, requesting clarity and assistance. Unfortunately, these attempts have been ignored, and AutoZone has failed to honor their commitment, leaving the landlord in a vulnerable financial situation. The landlord is now left with significant economic loss due to the new parking lot, which was specifically created for AutoZone's continued business operations, and the missed opportunity of leasing the property to other interested tenants.

5. Inability of the Landlord to Attend in Person Due to Living Out of State

The landlord, who resides out of state, is unable to attend the upcoming public meetings in person to voice their concerns directly. However, they are fully invested in ensuring the issues outlined in this letter are taken seriously and would appreciate it if their opposition to the proposed relocation was considered.

In conclusion, I urge the City of Amarillo to carefully consider these concerns before approving AutoZone's proposed relocation. Not only does this move pose environmental risks, but it also undermines the trust between businesses and property owners and causes significant financial hardship. The landlord has shown good faith in their dealings with AutoZone, and it is unjust that they should be left in this position.

Please confirm receipt of this letter.

I appreciate your time and attention to this matter and respectfully request that the City take these concerns into account during the decision-making process. If there are any steps I can take to further communicate or assist with this issue, please do not hesitate to contact me at 516 316 6974.

Sincerely,

Norman Mirsky

La-Ben Realty

LEASE AGREEMENT

1. THIS LEASE made on November 15, 1987, between Glen Parkey (hereinafter called "Landlord") and AUTO SHACK, INC., a Delaware corporation, d/b/a M & H Auto Parts, Inc. (hereinafter called "Tenant").

2. WITNESSETH:

The parties hereto agree that this Lease sets forth all agreements, covenants and conditions express or implied between the parties, and supersedes any prior oral or written agreements between the parties with respect to the premises hereinafter described. The following exhibits are attached to this Lease and made a part hereof:

Exhibit "A" - Landlord's Parcel Legal Description
Exhibit "B" - Landlord's Parcel Plot Plan
Exhibit "C" - Title Exceptions
Exhibit "D" - Non-Disturbance and Attornment Agreement
Exhibit "E" - Subordination, Non-Disturbance and Attornment Agreement
Exhibit "F" - Landlord's Plans
Exhibit "G" - Tenant's Plans

3. PREMISES: Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the 14,032 square foot premises to be located and shown outlined in red and labeled "Demised Premises" on the Plot Plan attached as Exhibit "B" together with all improvements now or hereafter erected thereon and all rights and appurtenances thereunto belonging. The exact square footage of Demised Premises shall be determined upon completion of Landlord's construction and confirmed by a Lease Modification Agreement. Demised Premises is part of the Landlord's property (the Landlord's Parcel, hereinafter) that is described in attached Exhibit "A" and shown outlined in green on Exhibit "B". The building located (or to be erected) upon Demised Premises is herein called "The Building".

4. TERM AND COMMENCEMENT: The term of this Lease ("The Term") and the initial payment of rent as provided in Section 6 shall commence (1) either ninety (90) days after completion of Landlord's initial construction and Tenant's acceptance of same as required under Section 12 of this Lease or (2) upon the date which Tenant opens for business in the Demised Premises, whichever occurs sooner; unless sooner modified or extended as herein provided, and shall end on January 31, 2003.

reference is made to a mortgage or mortgagee in this Section, such reference shall be deemed to include a deed of trust or the holder of a deed of trust.

(D) Landlord represents, warrants and agrees and this Lease is upon the express condition that Landlord shall at all times during the term of this Lease or any extension or renewal thereof maintain the Building upon the Landlord's Parcel which Landlord's Parcel shall always have as a part thereof a Parking Area as shown on Exhibit "B" and, to furnish parking space without charge to all customers of the Landlord's Parcel seeking same.

8. SUBORDINATION AND NON-DISTURBANCE: If any future Mortgagee (as hereinafter defined) so requests, this Lease shall be subject and subordinate to a first mortgage or first deed of trust covering Demised Premises or Landlord's Parcel and to all renewals, modifications, consolidations, replacements and extensions thereof, provided such mortgagee and Landlord first execute and deliver to Tenant three copies of a Subordination, Non-Disturbance and Attornment Agreement in the form attached hereto as Exhibit "E". Upon receipt of any such Agreement executed by Landlord and Mortgagee, Tenant agrees promptly to execute and deliver two counterparts thereof to Landlord.

9. POSSESSION: (A) Upon commencement of The Term the covenant of Landlord set forth in Section 7 (A) LANDLORD'S TITLE shall be in force except for matters junior to this Lease and Demised Premises shall be unoccupied. At such time The Building and any other improvements erected upon Demised Premises and Landlord's Parcel shall be in full compliance with all laws, ordinances and regulations relating to the use, occupation and construction thereof.

(B) Tenant agrees to deliver to Landlord physical possession of Demised Premises upon the termination of The Term in good condition excepting, however, ordinary wear and tear, damage by fire, or any other casualty insured against under policies maintained or required to be maintained by Landlord, or damage from any other cause unless such other cause is solely attributable to the negligence of Tenant.

10. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or sublet the Demised Premises or any part thereof, without the consent of Landlord, which consent shall not be unreasonably withheld, but notwithstanding any such subletting or assignment, Tenant shall

follows:

LANDLORD:
GLEN PARKEY
P.O. Box 2966
Amarillo, Texas 79105

TENANT:
AUTO SHACK, INC.
3030 Poplar Avenue
Dept. 4040, P. O. Box 2198
Memphis, Tennessee 38101

Such addresses may be changed from time to time by either party by serving notice as above provided.

29. REAL ESTATE TAXES: Landlord shall pay all Real Property Taxes (hereinafter defined as "Taxes") upon the premises and shall within six months thereafter provide Tenant with a copy of the paid Tax

receipt.

29.1 REAL ESTATE TAXES: Tenant shall reimburse Landlord, as ~~Additional Rent~~, for Tenant's pro rata share of Real Property Taxes paid on an annual basis upon the Landlord's Parcel, and Tenant's pro rata share shall be computed as provided in Section 18.1. Landlord shall submit to Tenant annually, along with the request for reimbursement, a copy of the paid Tax receipt, a copy of the tax map which shall identify the area covered by the paid Tax receipt, and a computation of Tenant's pro rata share of said Taxes for which Landlord is seeking reimbursement, within six months of Landlord's payment of said Taxes. Tenant's reimbursement shall be due within thirty (30) days of Tenant's receipt thereof.

30. USE: Tenant shall initially use the Demised Premises for the retail sale of automotive parts, supplies and accessories. Tenant may thereafter use the Demised Premises for any lawful retail purpose with Landlord's written consent, which consent shall not be unreasonably withheld. Tenant shall indemnify and hold Landlord harmless of and from all fines or penalties imposed by law arising by reason of the violation by Tenant of any laws, rules, ordinances or regulations

TENANT:

AUTO SHACK, INC., a
Delaware corporation, d/b/a
M & H Auto Parts, Inc.

BY: *O.B. Walton* O.B. WALTON, III
Title: *Asst. Treas.* ASST. TREASURER

BY: *J.L. Crain, Jr.*
Title: *SECRETARY*

14. COMPLIANCE WITH LAWS: All of Tenant's improvements and

alterations shall be made in compliance with all laws, rules or

regulations of any governmental authority promulgated after the

commencement of The Term applying to the physical condition of Demised

Premises and arising from Tenant's conduct of business in Demised

Premises. Landlord agrees to make and pay for all other repairs,

improvements or alterations to Demised Premises required by any such
not arising from any specific use of the Demised Premises by Tenant
authority at any time prior to or during the Term of this Lease,

including but not limited to installation of any and all fire

sprinkler or other fire control or fire detection systems required by

any such authority. Any improvements installed by Tenant under the

terms of this Section shall be deemed Trade Fixtures under the terms

of Section 15 TENANT'S FIXTURES of this Lease. On the date of

Tenant's occupancy, Landlord shall, at Landlord's cost, furnish the

Demised Premises to Tenant in a condition that complies with all such

laws, rules and regulations and orders concerning the use and occupancy

and construction (except for Tenant's construction work) of the

Demised Premises for retail purposes generally, but not for Tenant's

particular intended use of the Demised Premises.

Yesterday 5:14 PM

The city called me about asbestos on your property said if I had to release auto zone with tenant improvements needed asbestos abatement.

Type a message...

Options



Agenda Transmittal Memo

Date: January 28, 2025
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. 8179

This item is a public hearing and first reading considering the rezoning of Lot 1A, Block 354, Mirror's Addition Unit No. 33, Lots 4 & 5 of Block 356, Lot 24 of Block 352, Holland's Addition, Lots 13-24 of Block 352 plus the adjacent 11-foot wide vacated portion of Grant Street, Lots 6-10 of Block 377, Lots 13-24 of Block 398, Lots 1-5 plus the east half of vacated alley of Block 114, Mirror's Addition, all additions to the City of Amarillo, in Sections 155 & 156, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Light Industrial District to Central Business District. (VICINITY: SE 8th Ave. & S. Johnson St.; APPLICANT/S: City of Amarillo and Curtis Sinclair for BGCG Real Estate, LLC)

Agenda Item Summary: Request: This rezoning request is a joint request between a private individual who owns a property immediately east of the Hodgetown stadium and the City of Amarillo who owns several properties east of the stadium. The applicant, BGCG Real Estate, has plans to develop a vacant warehouse with a restaurant and event center.

Adjacent Zoning: The adjacent zoning districts to the property under consideration include Light Industrial District, Central Business District, and Planned Development District 387 (Hodgetown).

Adjacent Land uses: Land-uses adjacent to the property under consideration include a baseball stadium, parking lots, a food distribution facility, railroad tracks, storage warehouses, the Santa Fe Pavillion, offices, vacant buildings, and retail stores.

City Plan 2045 Conformance: The request would conform with City Plan 2045 and advance the goals of the Complete Neighborhoods Scenario. The request would conform with the identified Place Type of Innovation that the properties are identified as.

Project History & Analysis: City Staff in recent weeks met with the owner of 701 S. Johnson Street at a Pre-Application Conference meeting to discuss plans to redevelop a vacant warehouse with a restaurant and event center. The site, located immediately east of Hodgetown, is largely taken up by the building with no parking lot. Because the site is zoned Light Industrial District, the applicant would have to provide on-site parking for the development. Given the nature of the site and the fact that there are no adjacent properties available for sale to be acquired for parking, this would make this type of development difficult under the current zoning. The Central Business District does not require off-street parking for nonresidential uses and was an option that was discussed with the applicant. During the research on the case, Staff also identified a number of immediately adjacent properties that are owned by the City of Amarillo. Staff approached City

Management about the possibility of including the City owned properties in the request, and it was agreed that including these properties in the request was logical and offered benefits for several reasons.

- Including the City owned property in addition to the applicant's would be more comprehensive in nature from a zoning and land use planning perspective versus rezoning just the applicant's tract, as it would not be contiguous with existing Central Business District zoning.
- Rezoning to Central Business District would bring a number of these properties into conformance with the Zoning Ordinance from a parking and lot coverage perspective (off-street parking is not required for non-residential uses, and lot coverage is allowed to be up to 100% in Central Business District).
- In recent years, there have been a handful of meetings with prospective projects for properties north of 10th Avenue and east of Hodgetown. By expanding the footprint of the area zoned Central Business District in this area, this would make the district available to more property owners as a tool to help facilitate the redevelopment, as parking is often a hurdle with prospective projects in this area.
- Central Business District would better match the development characteristics of existing buildings in this area (high lot coverage, minimal parking) and would open doors to better development opportunities for others in the area that may want to rezone to Central Business District or for buildings that the City owns that may be desirable to redevelop or sell in the future.
- Expansion of the Central Business District in this area would allow for additional opportunities for residential style developments or live-work units as Light Industrial District only allows for apartment complexes and manufactured homes. One of the long-term goals for downtown Amarillo is to expand housing stock in the area. One and a half parking spaces per unit are required in Light Industrial while only one space is required per unit in Central Business District for residential type uses.
- Central Business District would better align with the City Plan 2045 Place Type designation for this area, Innovation, which calls for a range of small to higher scale mixed use centers including live-work units, mid to high scale multifamily developments, and small to midscale makerspace or manufacturing. Additionally, small-scale clean fabrication and manufacturing activity, with a particular focus on innovation and creative arts industries, is encouraged.
- Given recent development activity within this portion of downtown (Hodgetown, the new City Hall, Double R Lofts, and the Santa Fe Pavillion), Central Business District zoning would help continue to facilitate future projects within this eastern portion of downtown that features these prominent locations and encourage compatible land-uses as redevelopment occurs in relation to the just mentioned projects.

In researching the request, Planning Staff did contact Facilities and verified that the change in zoning would not create any non-conforming land uses for the properties that are City owned. Based on the information provided, the sites as used by the City would still be allowable.

In considering the factors above, the Planning and Zoning Commission is of the opinion that the request to rezone to Central Business District is logical. It could expand the ability of Central Business District to be used by additional adjacent property owners in the future for compatible downtown development and help continue the redevelopment efforts in downtown Amarillo that have been beneficial and successful thus far.

Requested Action: This item is ready for a public hearing and consideration 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 by State Law and as of this writing, no comments have been received.

Staff Recommendation: The Planning and Zoning Commission recommended approval of this item at the January 22, 2025, meeting with a 7-0 vote.

Attachments:

1. Ordinance No. 8178
2. Location Map 1
3. Location Map 2
4. List of Use Changes

ORDINANCE NO. 8179

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SOUTHEAST 8TH AVENUE AND SOUTH JOHNSON STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of Lot 1A, Block 354, Mirror's Addition Unit No. 33, Lots 4 & 5 of Block 356, Lot 24 of Block 352, Holland's Addition, Lots 13-24 of Block 352 plus the adjacent 11-foot wide vacated portion of Grant Street, Lots 6-10 of Block 377, Lots 13-24 of Block 398, Lots 1-5 plus the east half of vacated alley of Block 114, Mirror's Addition, all additions to the City of Amarillo, in Sections 155 & 156, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Light Industrial District to Central Business District.

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 28th day of January, 2025 and **PASSED** on Second and Final Reading on this the 11th day of February, 2025.

Cole Stanley, Mayor

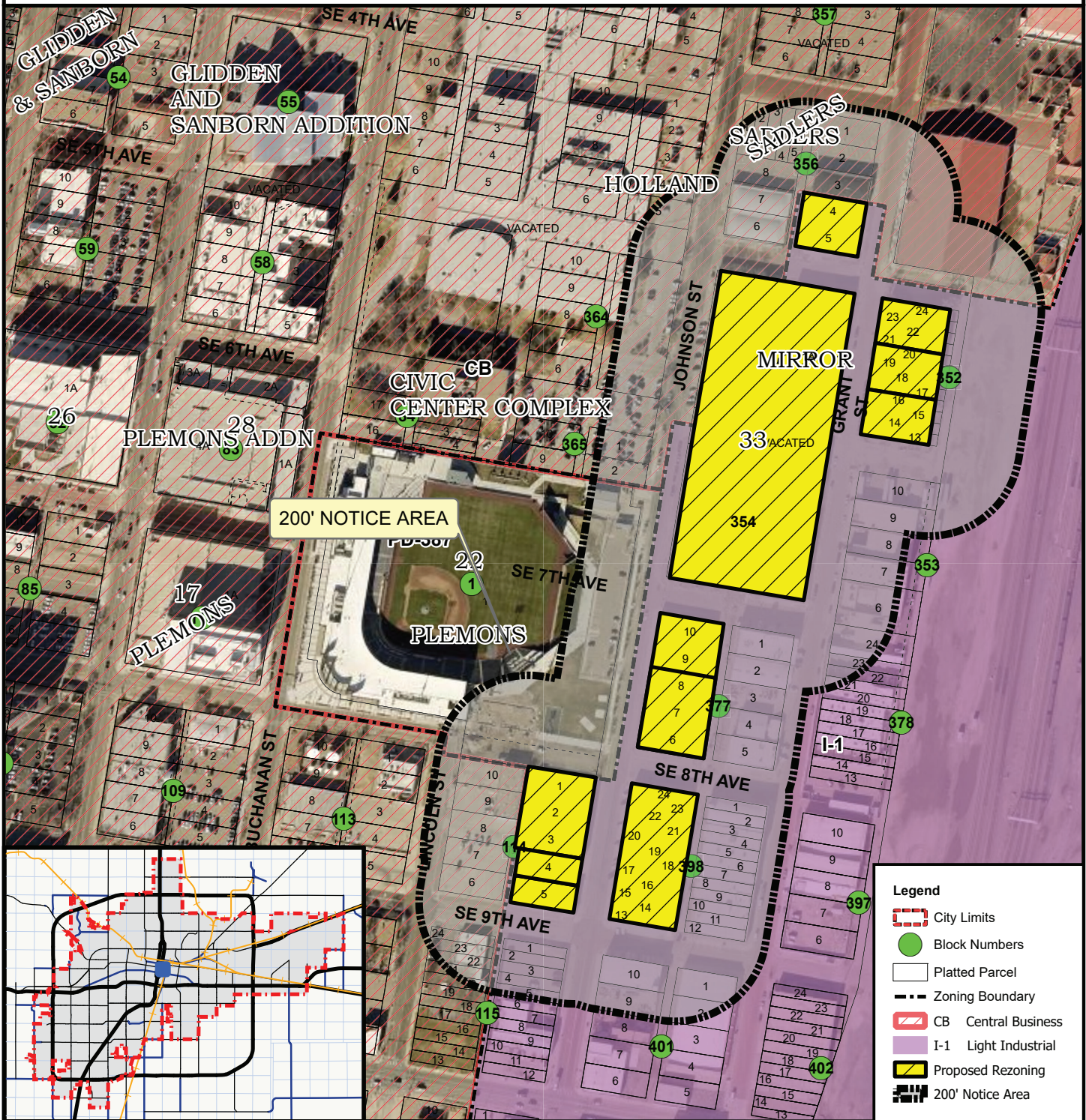
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

REZONING FROM I-1 to CB



CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 300 Feet
Date: 1/2/2025
Case No: Z-24-27



Rezoning of Lot 1A, Block 354, Mirror's Addition Unit No. 33, Lots 4 & 5 of Block 356, Lot 24 of Block 352, Holland's Addition, Lots 13-24 of Block 352 plus the adjacent 11-foot wide vacated portion of Grant Street, Lots 6-10 of Block 377, Lots 13-24 of Block 398, Lots 1-5 plus the east half of vacated alley of Block 114, Mirror's Addition, all additions to the City of Amarillo, in Sections 155 & 156, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Light Industrial District to Central Business District. (VICINITY: SE 8th Ave. & S. Johnson St.; APPLICANT/S: City of Amarillo and Curtis Sinclair for BGCG Real Estate, LLC)

AP: O-12

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



Legend

**BGCG REAL
ESTATE LLC - 701
JOHNSON**

**City Owned
Properties**

Scale 1 inch = 300 Feet
Date: 1/15/2025



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.

Allowed by Right in Central Business District but not Light Industrial District (Allowed if Approved)

- One-Family Housing Unit (Detached)
- One-Family Housing Unit (Attached)
- Two-Family Housing Unit
- Family Care Facility for Children
- Group Care Facility for Children

Allowed by Right in Light Industrial District but not Central Business District (Not Allowed if Approved)

- Adult Business
- Topless Establishment
- Manufactured Home Type A
- Manufactured Home Type B
- Manufactured Home Type C
- Manufactured Home Park
- Manufactured Home Subdivision
- RV Park
- Electrical Energy Generating Plant or Wind Generator
- Sewage Treatment Plant
- Day Camp for Children
- Drag Strip or Commercial Racing
- Go-Cart Track
- Golf Course (Commercial)
- Riding Club
- Rodeo Grounds
- Drive-In Theater
- Airport or Landing Field
- Hauling or Storage Company
- Helicopter Base
- Motor Freight Terminal
- Railroad Team Track
- Railroad Yard or Roundhouse
- Parking Lot, Truck/Truck Stop (Facility for parking or storage of currently licensed trucks.)

- Auto Parts and Accessory Sales (Outdoor Display)
- Auto Storage or Auto Auction
- New or Used Heavy Machinery Sales with Associated Storage or Repair
- Steam Cleaning of Vehicles or Machinery
- Tire Retreading or Capping
- Animal Clinic, Hospital (Outside Pens), or Kennel
- Animal Pound (Public or Private)
- Farm or Ranch
- Hatchery, Poultry
- Horse Lot (Commercial)
- Horse Lot (Private)
- Stable (Private)
- Contractor Storage or Equipment Yard
- Flea Market (Screened)
- Mobile Home/Manufactured Home Sales or Rental)
- Paint Shop
- Pest Control Service
- Portable Building Sales
- Secondhand Merchandise Dealers or Storage (Screened)
- Used Building Material sales and/or Storage
- Welding or Machine Shop
- Caliche Pit and Storage Area
- Mining and Storage of Mining Waste
- Petroleum Collecting and Storage Facilities
- Petroleum or Gas Well
- Sand or Gravel Extraction or Storage
- Topsoil Earth or Stone Extraction or Storage
- Topsoil Earth or Stone (Temporary)
- Hazardous Waste Collection, Processing or Disposal
- Recycling Collection Facility
- Light Manufacturing or Industrial Use



Agenda Transmittal Memo

Date: January 28, 2025

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

Department: Parks and Recreation

Contact Person: Michael Kashuba, Director of Parks and Recreation

Agenda Caption: PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 01-28-25-2

This item is to conduct a public hearing and consider a resolution to rename Medical Center Park to John Ward Park.

Agenda Item Summary: Based on a request from City Council, Parks Department Staff and the Parks and Recreation Advisory Board held multiple meetings and a public hearing to consider renaming a Park, Open Space or City Facility in honor of John Ward.

Requested Action: Approval of a resolution renaming Medical Center Park to John Ward Park.

Funding Summary: n/a

Purchasing Summary:

Community Engagement Summary: On 12/11/2024 and 1/15/2025, the Parks and Recreation Advisory Board reviewed the Council request to consider renaming a City Park, Greenspace or Facility in Honor of Mr. John Ward.

Summary of 12/11/2024 Discussion

The Parks and Recreation Advisory Board reviewed a proposal to rename a park, open space, or city facility in honor of Mr. John Ward. Medical Center Park and Comanche Trail Golf Course were identified as the top two options, with discussions on the advantages and challenges of renaming each location. The Board decided to post public notices at both sites to gather community feedback. A Public Hearing on the proposal will be held during the Parks Board meeting on January 15, 2025.

Summary of the 1/15/2025 Public Hearing

The Parks and Recreation Advisory Board reviewed the proposal to rename a park, open space, or city facility in honor of Mr. John Ward. The two proposed locations were Comanche Trail Golf Course and Medical Center Park. Two citizens spoke during the meeting.

Mrs. Ward spoke during the public hearing and shared stories about her husband's passion for serving the community. She also gave her personal recommendation to rename Medical Center Park in honor of her late husband.

Staff Recommendation: Staff recommends approval of the resolution.

Attachments: 1. Resolution No. 01-28-25-2

RESOLUTION NO. 1-28-25-2

A RESOLUTION OF THE AMARILLO, TEXAS CITY COUNCIL RENAMING CITY OF AMARILLO PARK LAND, FORMERLY KNOWN AS MEDICAL CENTER PARK OR MEDIPARK TO JOHN WARD PARK, AS IS MORE FULLY DESCRIBED HEREIN; PROVIDING A REPEALER CLAUSE; A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 4-6, Article III, Division 4, Section 4-6-153 of the Amarillo Municipal Code, City Council may name or rename city facilities, buildings, and/or park land to commemorate a person who significantly contributed to the cultural, economic, social, religious, or political heritage of the City; and,

WHEREAS, John Quentin Ward faithfully served the citizens of the City of Amarillo for nearly three decades, serving as City Manager from 1983 to 2004; and,

WHEREAS, over his 21-year tenure as City Manager, Amarillo gained three new libraries, a downtown bus terminal, six new city parks, two new golf courses, a tennis center at John Stiff Park, police and court buildings, three new fire stations, fire administration building, and a youth baseball complex. In addition, the Amarillo Economic Development Corporation was developed, the airport terminal building was renovated, the city's water supply reservoir was guaranteed for 300 years, the 911 emergency communications district was initiated, the Amarillo Zoo was expanded, Northwest Texas Hospital was constructed and sold, and the Downtown Revitalization Organization Center City was established; and,

WHEREAS, the Parks and Recreation Advisory Board met and after proper notice and a hearing said board recommends that Medical Center Park be renamed John Ward Park; and,

WHEREAS, the City Council finds after a public hearing and consideration of public comments, John Quentin Ward made substantial contributions to the betterment of the City of Amarillo which positively impacted the lives of citizens of the City of Amarillo; and,

WHEREAS, as demonstrated by John Quentin Ward's long tenure as City Manager and his devotion to public service for the betterment of his community, Council finds that John Ward significantly contributed to the cultural, economic, social, religious, or political heritage of the City; and,

WHEREAS, the City Council finds that because of John Quentin Ward's outstanding civic service to the City for nearly three decades that it is in the public interest to rename Medical Central Park to John Ward Park and that said renaming would not impair the public health,

safety, or welfare of citizens.

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

SECTION 1. That Council finds that all public notices, postings, and hearings required by city ordinance have been duly and legally advertised, published and conducted as required.

SECTION 2. That City Council hereby adopts all the aforementioned findings and recitals and incorporates the same as if fully described herein.

SECTION 3. That the City parkland and greenspace heretofore known as **Medical Central Park** located in Potter County, Texas is hereby renamed to **John Ward Park** in full commemoration of his significant public service to the City of Amarillo.

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

SECTION 5. In the event this Resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Resolution, and such remaining portions shall continue to be in full force and effect.

SECTION 6. This Resolution was approved by at least three-fourths vote of Council and shall become effective immediately.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 28th day of January 2025.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 28, 2025

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

Department: City Secretary

Contact Person: Kevin Carter, Amarillo Economic Development Corporation

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 01-28-25-3

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

Agenda Item Summary: This item considers a resolution approving amendments to the Bylaws of the Amarillo Economic Development Corporation.

Requested Action: Consideration of the resolution

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: N/A

Attachments: 1. Resolution No. 01-28-25-3

RESOLUTION NO. 01-28-25-3

A RESOLUTION APPROVING AMENDMENTS TO THE BYLAWS OF THE AMARILLO ECONOMIC DEVELOPMENT CORPORATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE, AND EFFECTIVE DATE.

WHEREAS, by prior resolution the Amarillo City Council (Commission) authorized creation of the Amarillo Economic Development Corporation (hereafter, "Corporation"); and,

WHEREAS, pursuant to Chapter 501 of the Local Government Code the Amarillo City Council may amend the articles of incorporation or certificate of formation; and,

WHEREAS, the Certificate of Formation (Articles of Incorporation) authorizes the Amarillo City Council to alter the Corporation's structure, organization, programs or activities; and,

WHEREAS, Certificate of Formation (Articles of Incorporation) require that a bylaws and/or amendment of the same be approved by resolution of the Amarillo City Council; and,

WHEREAS, the Amarillo City Council wishes to amend the bylaws of the Corporation.

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

SECTION 1. That the bylaws of the AEDC are hereby amended as more particularly described as attached herein.

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

SECTION 3. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part.

SECTION 4. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this
28th day of January 2025.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 28, 2025

Council Priority: Fiscal Responsibility
Economic Development

Department: City Manager's Office

Contact Person: Kevin Carter

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 01-28-25-4

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

Agenda Item Summary: This resolution is to amend the Amarillo Economic Development Corporation (AEDC) 2024/2025 Budget. The amendments are being made to align the budget with the recent changes made to the Articles of Incorporation for the AEDC.

Requested Action: Approval of the resolution to amend the Amarillo Economic Development Corporation (AEDC) 2024/2025 Budget.

Funding Summary: The main funding source for the AEDC 2024/2025 Budget comes from a 0.50% sales tax previously approved by voters.

Purchasing Summary: N/A

Community Engagement Summary: City Council approved changes to the AEDC Articles of Incorporation at the January 14, 2025 meeting.

Staff Recommendation: AEDC staff recommendation is to approve the resolution amending the AEDC 2024/2025 Budget.

Attachments:

1. Resolution No. 01-28-25-4
2. Revised AEDC FY24-25 Budget - Final with Exhibit

RESOLUTION NO. 01-28-25-4

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, the Board of Directors of the AEDC wishes to amend the Amarillo Economic Development Corporation (AEDC) 2024/2025 Budget to align the budget with the amended Certificate of Formation (Articles of Incorporation) for the AEDC approved by the City Council on January 14, 2025.

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 28th day of January 2025.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

City of Amarillo 2024 Department Request by Business Unit

91100 - Amarillo Economic Devel Operations



Description	2021 Actual	2022 Actual	2023 Actual Unaudited	2024 Dept Request
Revenues				
Sales Tax				
30610 - General Sales Tax	2,979,553	3,017,955	3,101,871	3,000,000
30600 - Sales Tax	2,979,553	3,017,955	3,101,871	3,000,000
Interest Earnings				
37110 - Interest Income	15,370	216,419	374,623	240,000
37109 - Interest Earnings	15,370	216,419	374,623	240,000
Miscellaneous Revenue				
37410 - Miscellaneous Revenue	108	354	1,383	-
37465 - NBV Asset Disposal	-6,255	-3,796	-	-
37400 - Miscellaneous Revenue	-6,147	-3,441	1,383	-
Total Revenues	2,988,777	3,230,932	3,477,876	3,240,000

Expenditures

Personal Services

41100 - Salaries and Wages	773,318	825,890	877,537	925,120
41500 - PFP	111,285	121,000	128,640	-
41820 - Health Insurance	91,248	99,642	103,562	110,400
41900 - Life	968	914	990	1,500
42010 - Social Security - Medicare	12,997	13,880	14,738	15,500
42020 - Social Security - OASDI	45,329	49,001	51,594	49,000
42110 - TMRS	72,033	114,137	146,604	77,000
42111 - TMRS Adj (GASB 68) (Noncash No Budget Needed)	-	-5,285	-	-
42115 - OPEB Funding	24,775	23,405	23,277	28,000
42116 - OPEB Adj (GASB 75) (Noncash No Budget Needed)	-	1,252	-	-
42300 - State Unemployment	217	236	539	300
42310 - Federal Unemployment	319	417	378	400
42400 - Workers Compensation	1,417	1,515	529	1,500
42510 - Car Allowance	17,931	18,616	20,234	20,000
42560 - Change in Sick and Annual Leave (Noncash No Budget Needed)	52,022	-	-	-
41000 - Personal Services	1,203,859	1,264,622	1,368,622	1,228,720

General Supplies

51110 - Office Expense	27,213	19,809	13,086	10,000
51800 - Fuel & Oil	-	-	545	-
51950 - Minor Office Equipment	2,640	-	7,407	10,000
51100 - General Supplies	29,853	19,809	21,038	20,000

Contractual Services

61200 - Postage	729	261	739	2,000
61300 - Advertising	-	-	11,500	-
61400 - Dues	11,040	16,085	17,900	15,000
61405 - Subscriptions	2,859	5,480	3,654	6,500
62000 - Professional	38,473	34,959	84,777	60,000
62005 - Fiscal Agent Fee (City)	29,993	32,720	75,000	75,000
60000 - Contractual Services	83,094	89,506	193,570	158,500

Repair and Maint Services

68710 - Auto Repair & Maint	15,822	4,334	17,681	18,000
68000 - Repair and Maint Services	15,822	4,334	17,681	18,000

Rentals

69100 - Rental Land & Buildings	17,999	11,038	90,600	95,000
69220 - Rental Other Equipment	3,730	4,039	5,788	10,000
69300 - Leased Computer Software	-	-	541	-
69000 - Rentals	21,729	15,077	96,929	105,000

Other Charges

72000 - Communication	17,301	16,895	18,282	17,500
75100 - Travel	14,828	16,543	20,843	20,000
75200 - Mileage	-	126	113	-
75300 - Meals and Local	12,360	11,919	7,153	25,000
76000 - Depreciation (Noncash No Budget Needed)	12,900	27,568	-	-
70000 - Other Charges	57,389	73,052	46,391	62,500

Insurance

71100 - Insurance and Bonds	55,615	55,617	55,873	75,000
71000 - Insurance	55,615	55,617	55,873	75,000

Depreciation

76100 - Amortization of Leasehold (Noncash No Budget Needed)	68,372	74,588	-	-
76000 - Depreciation	68,372	74,588	-	-

Charges - Other

78020 - Interest Expense (Noncash No Budget Needed)	9,304	10,468	-	-
77000 - Charges - Other	9,304	10,468	-	-

Machinery & Equipment

84500 - Office Machines & Equipm	8,435	12,900	-	-
84000 - Machinery & Equipment	8,435	12,900	-	-

Total Expenditures	1,553,473	1,619,973	1,800,102	1,667,720
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Net Total	1,435,304	1,610,959	1,677,774	1,572,280
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City of Amarillo 2024 Department Request by Business Unit
91110 - Business Development



Description	2021 Actual	2022 Actual	2023 Actual Unaudited	2024 Dept Request
Expenditures				
Contractual Services				
61305 - Marketing Support	38,925	116,572	38,349	150,000
61311 - Content Development	631	5,008	21,445	25,000
61315 - Collateral Materials	4,112	-	-	30,000
61322 - Business Retention & Expansion	-	8,508	10,588	60,000
61323 - Workforce Initiatives	24,846	36,214	28,813	60,000
61326 - Marketing Technology & Softwar	21,960	26,160	8,440	45,000
61346 - Business Development	371,568	249,419	365,707	360,000
61347 - Local Market Development	97,178	44,412	50,350	70,000
60000 - Contractual Services	559,220	486,294	523,691	800,000
Total Expenditures	559,220	486,294	523,691	800,000
Net Total	-559,220	-486,294	-523,691	-800,000

City of Amarillo 2024 Department Request by Business Unit

91120 - TPRDC Contractual



Description	2021 Actual	2022 Actual	2023 Actual	2024 Dept Request
Revenues				
Revenue from Other Agencies				
36523 - TPRDC Contract	223,120	224,415	223,725	237,000
35500 - Revenue from Other Agencies	223,120	224,415	223,725	237,000
Total Revenues	223,120	224,415	223,725	237,000
Expenditures				
Personal Services				
41100 - Salaries and Wages	134,037	132,293	136,345	145,450
41820 - Health Insurance	17,585	18,482	17,681	18,678
41900 - Life	179	174	175	173
42010 - Social Security - Medicare	1,952	1,930	1,990	1,879
42020 - Social Security - OASDI	7,193	7,265	7,590	6,997
42110 - TMRS	16,223	15,878	19,673	16,299
42115 - OPEB Funding	3,304	3,256	3,067	3,191
42300 - State Unemployment	39	-	57	59
42310 - Federal Unemployment	59	59	-	89
42400 - Workers Compensation	217	214	122	241
42510 - Car Allowance	1,925	1,697	1,690	1,847
41000 - Personal Services	182,714	181,248	188,389	194,903
General Supplies				
51110 - Office Expense	1,672	3,434	2,155	300
51950 - Minor Office Equipment	-	-	82	-
51100 - General Supplies	1,672	3,434	2,237	300
Contractual Services				
61200 - Postage	111	80	69	200
61300 - Advertising	-	500	-	250
61347 - Local Market Development	2,000	-	2,000	2,000
61400 - Dues	4,854	7,429	-	3,000
61405 - Subscriptions	2,163	8,526	7,902	8,000
62000 - Professional	21,626	13,036	11,446	17,500
60000 - Contractual Services	30,755	29,571	21,417	30,950
Other Charges				
72000 - Communication	171	-	-	247
75100 - Travel	1,738	2,700	4,673	4,000
75200 - Mileage	605	1,358	1,536	500

75300 - Meals and Local	775	1,413	759	1,200
70000 - Other Charges	3,288	5,471	6,967	5,947
Insurance				
71100 - Insurance and Bonds	4,691	4,691	4,716	4,900
71000 - Insurance	4,691	4,691	4,716	4,900
Total Expenditures	223,120	224,415	223,725	237,000
Net Total	-	-	-	-

City of Amarillo 2024 Department Request by Business Unit
91200 - AEDC Projects



Description	2021 Actual	2022 Actual	2023 Actual Unaudited	2024 Dept Request
Revenues				
Sales Tax				
30610 - General Sales Tax	21,850,057	22,131,668	22,747,052	22,000,000
30600 - Sales Tax	21,850,057	22,131,668	22,747,052	22,000,000
Other Building & Ground Rental				
34610 - AEDC Leases	-39,280	-	-	-
34615 - EDC Job Credit (Noncash No Budget Needed)	-6,872,607	-19,024,675	-6,899,790	-
34617 - Lease Revenue	529,613	-	-	-
34640 - Bell Helicopter Rents	46,526	5	34,488	41,385
34675 - MWI Building Rentals	-0	-	475,201	514,000
34680 - Ground Rentals	12,700	1,700	-	-
34600 - Other Building & Ground Rental	-6,323,048	-19,022,969	-6,390,101	555,385
Interest Earnings				
37110 - Interest Income	217,376	2,649,639	3,963,411	2,250,000
37115 - Unrealized G/L	-306,252	299,705	47,314	-
37125 - Other Interest Income	2,387,154	2,100,000	1,848,515	-
37109 - Interest Earnings	2,298,277	5,049,345	5,859,240	2,250,000
Administrative Charges				
37231 - Bad Debt Exp/Recovery	-	-37,057	-	-
37200 - Administrative Charges	-	-37,057	-	-
Miscellaneous Revenue				
37460 - Gn/Lss on Prop Disposal	-	9,125,904	4,471,888	-
37410 - Miscellaneous Revenue	100,000	48,201	3,121	-
37465 - NBV Asset Disposal	-	-	-1,709,670	-
37400 - Miscellaneous Revenue	100,000	9,174,104	2,765,339	-
Total Revenues	17,925,286	17,295,091	24,981,529	24,805,385

Expenditures

Repair and Maint Services

51200 - Operating	-	612	-	-
68300 - R & M - Improvements	11,169	3,559	-	15,000
68900 - R & M - Land	-	104,147	23,292	35,000
Repair and Maint Services	11,169	108,318	23,292	50,000

Other Project Fund Expenses

53250 - Project Utilities	7,250	13,273	14,760	15,000
62000 - Legal and Professional Services	661,448	207,425	139,062	210,000
69525 - Ports to Plains	114,214	114,214	114,214	125,000

69527 - Chamber of Commerce	75,000	75,000	80,000	80,000
71245 - Property Tax	39,024	48,628	47,607	50,000
78020 - Interest Expense	-45,735	-	-	-
79900 - Georgia Business Park	-	181,694	-	-
81100 - Land Acquisition	8,629,877	-	-	-
92010 - High Ground of Texas	25,000	25,000	25,000	25,000
92010 - Panhandle Regional Planning	1,409	-	-	-
92010 - Team Texas	38,000	28,000	38,000	40,000
92010 - Texas Economic Development Corp.	25,000	25,000	25,000	25,000
Other Project Fund Expenses	9,570,486	718,234	483,643	570,000

Depreciation

76000 - Depreciation (Noncash No Budget Needed)	441,633	386,324	384,719	-
Depreciation	441,633	386,324	384,719	-

Debt Service

89200 - Bond Interest Payments	1,025,411	916,358	815,675	692,680
89300 - Fiscal Agent Bond Fees	7,000	7,000	7,000	7,000
Debt Service	1,032,411	923,358	822,675	699,680

Company Projects

92010 - Austin Hose	-	-	-	130,000
92010 - Affiliated Foods	-	-	60,000	100,000
92010 - AQHA	300,000	300,000	300,000	300,000
92010 - Asset Protection Unit	60,000	60,000	60,000	20,000
92010 - Asset Protection Unit (2024)	-	-	-	60,000
92010 - Cacique Foods, LLC	-	-	-	1,750,000
92010 - Caviness	-	30,000	60,000	200,000
92010 - Coast Packing Company	-	-	-	1,144,000
92010 - Golden Spread Electric Coop 2020	132,932	148,932	20,000	60,000
92010 - International Paper	7,295	-	-	-
92010 - Jax Transport	-	75,000	165,000	900,000
92010 - Maxor	210,000	150,000	143,750	900,000
92010 - MWI Veterinary Supply Company	-1,933	43,500	24,000	75,000
92010 - Panhandle Pure, LLC	20,000	40,000	50,000	60,000
92010 - Plant AS	-	-	-	0
92010 - Producer Owned Beef	-	-	-	0
92010 - Sage Oil Vac	-	-	-	120,000
92010 - Sharpened Iron Studios, LLC	-	-	-	100,000
92010 - Skymast Energy LLC	-	14,500	-	0
92010 - SSI Foods, LLC	260,000	300,000	300,000	300,000
92010 - TTU - SVM	-	-	20,810,706	-
92010 - Unmanned Systems, Inc dba Albers	4,000,000	-	4,000,000	20,000,000
Company Projects	4,988,294	1,161,932	25,993,456	26,219,000

Other Incentive Projects

69510 - Amarillo Enterprise Challenge	237,556	71,941	380,000	580,000
92010 - TWC Workforce Grants	-	150,000	-	-
92010 - Transit Multimodal Project	-	1,200,000	-	-

92010 - TIRZ #3 Infrastructure	-	-	-	7,570,000
92010 - Innovation Outpost (AC)	-	600,000	600,000	600,000
92010 - Thrive Scholarship Program (2024)	248,489	286,404	298,975	400,000
92010 - North East Interceptor Participation	-	-	319,952	601,503
Other Incentive Projects	486,045	2,308,344	1,598,927	9,751,503

Total Expenditures	16,530,038	5,606,509	29,306,712	37,290,183
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Net Total	1,395,248	11,688,582	-4,325,183	-12,484,798
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Bond Principal Payments	4,300,000	4,410,000	4,525,000	4,640,000
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EXHIBIT A: MARKETING & BUSINESS DEVELOPMENT BUDGET DETAIL - FY 2024-2025

			Estimated Cost	FY 24-25 BUDGET REQUEST
61305	Marketing Support			
	Paid Media	Paid social media promotions, Google marketing, and local ad placements	\$35,000	
	Website	Enhancements, page additions and redesign as needed	\$10,000	
	Photography for print and web	New local images for use on website and collateral print/digital use	\$5,000	
	Inbound marketing & sales development support	Full service digital marketing/consulting services for AEDC marketing and biz dev strategies. Includes web design and maintenance, graphic design, media services and or mixed media presentations/animation. Also includes blog content development and additional creative input on all digital and print materials. CRM management to support complete sales cycle.	\$100,000	
SUBTOTAL			\$150,000	\$150,000
61311	Content Development			
	Copywriting	Additional services needed for website/blog/paid media copy as needed	\$5,000	
	Graphic Design	Additional graphic design services as needed for print/web content	\$5,000	
	Video Content Production	Video content production for national campaign use	\$15,000	
SUBTOTAL			\$25,000	\$25,000
61315	Collateral Materials			
	Annual Printing Needs	Printing of various reports, brochures and maps	\$10,000	
	Promotional Giveaways	Promotional items for distribution at conferences/trade shows to support AEDC brand	\$12,000	
	Prospect Follow Up	Thank you gifts for prospects or key site selectors following favorable discussions or events	\$8,000	
SUBTOTAL			\$30,000	\$30,000
61322	Business Retention and Expansion Initiatives			
	Employer Engagement	Existing primary employer outreach	\$15,000	
	Corporate Site Visits	Site visits to (4) corporate HQ locations outside of Amarillo	\$30,000	
	BRE Marketing	BRE targeted marketing/events/receptions	\$15,000	
SUBTOTAL			\$60,000	\$60,000
61323	Workforce Initiatives			
	Employer Engagement	Building Your Future workforce events (2)	\$24,000	
	Social Media Promotions / Printed Materials	Monthly campaigns / printed collateral	\$3,500	
	Sponsored Partnerships	Sponsorships for area events including career fairs, STEM programs, workforce events, etc.	\$10,000	
	Workforce Digital Content	Workforce software, blogs, videos, photography, etc for Take Root site and events	\$15,000	
	Intern Experience	Summer Intern Experience events and collateral	\$7,500	
SUBTOTAL			\$60,000	\$60,000
61326	Marketing Technology & Software			
	EDOIQ	Annual contract cost for website/email/social media monitoring & management with sales software & sales capability	\$12,000	
	Lightcast	Annual contract for labor market analytics software and data analysis	\$18,000	
	GIS Systems	Annual contract for mapping and demographic software and website shared with the City of Amarillo	\$15,000	
SUBTOTAL			\$45,000	\$45,000
61346	Business Development			
	Ports to Plains Events	Registration & travel costs for (3) Ports to Plains events.	\$5,000	
	Team Texas Events	Registration & travel costs for (8) Team Texas events	\$45,000	
	High Ground of Texas Events	Registration & travel costs for (6) High Ground of Texas events	\$35,000	
	Consultant Road Shows/Conferences	Travel costs for trips to visit site consultants and attend CRE events	\$40,000	
	TEDC Events	Registration & travel costs for participation in TEDC hosted events.	\$25,000	
	Texas Development Corporation events	Registration & travel costs for participation in Governor's office ED events.	\$25,000	
	Target Industry Conferences	Registration & travel costs for industry focused conferences	\$50,000	
	Target Industry Conference Sponsorships	Sponsorships for (3) industry conferences	\$85,000	
	Private Industry Receptions	Costs associated with (6) private reception events in targeted local markets with key industry individuals	\$50,000	
SUBTOTAL			\$360,000	\$360,000
61347	Local Market Development			
	Local Events	Support of local events	\$25,000	
	State of the Economy	Speaker fees, catering, collateral, and promotional needs	\$45,000	
SUBTOTAL			\$70,000	\$70,000
TOTAL MARKETING & BUSINESS DEVELOPMENT				\$800,000



Agenda Transmittal Memo

Date: January 28, 2025

Council Priority: Communication
Fiscal Responsibility

Department: City Manager's Office

Contact Person: Grayson Path, City Manager

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 01-28-25-5

This item considers a resolution to repeal Resolution No. 06-25-24-1 concerning the use of Hyde Kelley, LLP as outside counsel.

Agenda Item Summary: This item considers a resolution to appeal Resolution No. 06-25-24-1 concerning the use of Hyde Kelley LLP as legal counsel.

Requested Action: Consideration of the resolution.

Funding Summary: Funding of the legal services were identified in City Council's working budget.

Purchasing Summary: N/A

Community Engagement Summary: This item was requested by a member of the governing body.

Staff Recommendation: N/A

Attachments: 1. Resolution No. 01-28-24-5

01/23/25

RESOLUTION NO. 01-28-25-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS; TO REPEAL RESOLUTION NO. 06-25-24-1 CONCERNING THE USE OF HYDE KELLEY, LLP AS OUTSIDE COUNSEL; PROVIDING FOR SEVERABILITY, CONTINUATION, REPEALER, AND EFFECTIVE DATE.

WHEREAS, the City Council desires to repeal Resolution No. 06-25-24-1 concerning the use of Hyde Kelly, LLP as outside counsel in its entirety;

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

SECTION 1. That Resolution No. 06-25-24-1, adopted on or about June 25, 2024, is hereby repealed, in its entirety.

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 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. Continuation. That nothing in this resolution or any code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or resolution hereby repealed by this resolution.

SECTION 4. Repealer. Should any part of this resolution conflict with any other previous resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 5. 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 28th day of January 2025.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 28, 2025

Council Priority: Fiscal Responsibility
Public Safety

Department: Fire Department

Contact Person: David Kouba, Deputy Fire Chief

Agenda Caption: CONSIDER PURCHASE - FIRE APPARATUS (TRUCKS)

This item considers the purchase of six fire engines and two fire ladder trucks, including equipment and warranties for each truck.

Award to: All Source Enterprises LLC. DBA Safe Industries (Sourcewell contract # 113021-RVG)

Amount: \$13,553,090

Funding Source: Staff will be presenting a debt issuance on February 11, 2025

Is the item budgeted? Yes

Agenda Item Summary: This item considers the purchase of six fire engines and two fire ladder trucks. Over the past year, the Fire Department has conducted a thorough evaluation of its fleet and purchasing process, assessing fire truck manufacturers, vendors, and specifications. This analysis provided critical insights into the age, mileage, and repair costs of each apparatus, enabling a clear understanding of the fleet's current needs.

Based on this evaluation, E-One apparatus was selected for its exceptional quality control, customer service, and safety features. Safe Industries is the vendor for E-One apparatus in Texas. The proposal encompasses all associated costs, including truck and equipment expenses, a 10-year warranty, and Safe Industries' guaranteed buyback option.

Requested Action:

Funding Summary: Staff will be presenting a debt issuance on February 11, 2025

Purchasing Summary: Staff will be presenting a debt issuance on February 11, 2025

Community Engagement Summary: N/A

Staff Recommendation:

Attachments: None



Agenda Transmittal Memo

Date: January 28, 2025
Council Priority: Business Friendly Community
Department: City Secretary
Contact Person: Kevin Carter, Amarillo Economic Development Corporation

Agenda Caption: CONSIDER APPROVAL – AMENDMENT NO. 3 TO LOCATION INCENTIVE AGREEMENT BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND PLANT-AS-DNPS-003-02 LLC

This item considers approval of Amendment No. 3 to the Location Incentive Agreement between the Amarillo Economic Development Corporation and PLANT-AS-DNPS-003-02 LLC. The amendment would extend PLANT-AS-DNPS-003-02's construction commencement deadline to June 30, 2025.

Agenda Item Summary: Plant Agricultural Systems (PLANT-AS-DNPS-003-02) is looking to seek an amendment to their Location Incentive Agreement dated March 14, 2023. The amendment would extend their construction commencement deadline to June 30, 2025.

Highlights of the amendment include:

- Construction Commencement by June 30, 2025
- Permits must be obtained by the above deadline

AEDC is asking the City Council to approve the amendment to the location incentive agreement.

Requested Action: Approval of the Amendment to the Location Incentive Agreement as presented.

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: AEDC staff is recommending approval of the Amendment to the Location Incentive Agreement. AEDC board approved 5-0 on 1-15-2025.

Attachments: 1. Amendment No. 3 to LIA - Plant-AS (JBA 12-9-24)(4285152.2)

AMENDMENT NO. 3 TO LOCATION INCENTIVES AGREEMENT

This Amendment No. 3 to Location Incentives Agreement (***Amendment No. 3***) is entered into effective as of December [REDACTED], 2024, by and between Amarillo Economic Development Corporation, a Texas nonprofit corporation (***Amarillo EDC***), and PLANT-AS-DNPS-003-2 LLC, a Delaware limited liability company (***DNPS 003*** and together with Amarillo EDC, the ***Parties***). Capitalized terms used but not defined herein have the meaning as set forth in the Agreement (defined below).

WHEREAS, the Parties have heretofore entered into that certain Location Incentives Agreement originally dated March 14, 2023, that certain Amendment No. 1 to Location Incentives Agreement dated October 6, 2023, that certain Amendment No. 2 to Location Incentives Agreement dated January 31, 2024, and that certain Letter Agreement dated February 15, 2024 (together, as amended or supplemented, the ***Agreement***);

WHEREAS, DNPS 003 has requested an extension of the deadline to commence construction of the Facility on the Property; and

WHEREAS, the Parties mutually desire to amend the Agreement as set out in this Amendment No. 3.

THEREFORE, in consideration of these presents and for other good and adequate consideration the receipt and sufficiency of which are evidence by the execution hereof, the Parties hereby agree as follows:

1. **Extension of Deadline to Commence Construction.**

- (a) Each and every reference to the deadline to commence construction of the Facility in the Agreement is modified and amended to be **June 30, 2025**, including without limitation in Sections 2(a) and 2(c) of the Agreement and in Exhibit D thereto.
- (b) Contemporaneously with the execution and delivery of this Amendment No. 3, the Parties will execute and deliver the Modification of Deed in the form attached hereto as Exhibit A (***Modification***). Promptly after its execution, DNPS 003, at its sole expense, will cause the Modification to be recorded in the appropriate county records and will provide a recorded copy of same to Amarillo EDC.

2. **Remaining Provisions Unaffected.** Except as herein specifically amended, the terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 3 to be and become effective as of the date first above written.

Amarillo Economic Development Corporation

By: _____
Kevin Carter, President & CEO

{DNPS 003 Signature Page Follows}

PLANT-AS-DNPS-003-2 LLC

By: _____
Richard Dent III, Chief Operating Officer

EXHIBIT A
MODIFICATION OF DEED

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

MODIFICATION OF DEED

This Modification of Deed (*Modification*) is effective as of _____, 2024, by and between **Amarillo Economic Development Corporation**, a Texas nonprofit corporation (*Grantor*), and **PLANT-AS-DNPS-003-2 LLC**, a Delaware limited liability company (*Grantee*).

A. On or about February 15, 2024, the Grantor executed a Special Warranty Deed to Grantee which was recorded as ***Instrument No. 2024OPR0001772***, in the Official Public Records of Potter County, Texas (*Deed*).

B. The Grantee remains the owner of the property described in the Deed.

Agreement

In consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee covenant and agree as follows:

1. Pursuant to a separate written amendment of even date, duly executed by Grantor and Grantee, any reference to the deadline to commence construction of the Facility in the Deed is modified and amended to be ***June 30, 2025***.

2. NOTICE OF FINAL AGREEMENT. THIS MODIFICATION (AND THE WRITINGS REFERENCED HEREIN) REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES ON THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. ***THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.***

AMARILLO ECONOMIC DEVELOPMENT
CORPORATION

By: _____
Kevin Carter, President and CEO

STATE OF TEXAS §

COUNTY OF POTTER §

This instrument was acknowledged before me on _____, 2024, by Kevin Carter, President and CEO of AMARILLO ECONOMIC DEVELOPMENT CORPORATION, a Texas nonprofit corporation, on behalf of said corporation.

Notary Public, State of Texas

ACCEPTED:

PLANT-AS-DNPS-003-2 LLC

By: _____

Richard Dent III, Chief Operating Officer

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2024, by Richard Dent III, Chief Operating Officer of PLANT-AS-DNPS-003-2 LLC, a Delaware limited liability company, on behalf of said company.

Notary Public, State of _____



Agenda Transmittal Memo

Date: January 28, 2025
Council Priority: Communication
Department: City Secretary
Contact Person: Stephanie Coggins, City Secretary

Agenda Caption: CONSIDER APPOINTMENT - BEAUTIFICATION AND PUBLIC ARTS ADVISORY BOARD MEMBERS

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

Agenda Item Summary: This item is to consider appointing an individual to fill a vacant position with a term ending December 31, 2026, to the Beautification and Public Arts Advisory Board (BPAAB).

Requested Action: Consider the appointment described above.

MOTION LANGUAGE: I move to appoint _____ to fill vacant a position serving through December 31, 2026.

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. BPAAB Agenda Backup

BEAUTIFICATION AND PUBLIC ARTS ADVISORY BOARD

Number of Members: 9 **Term Length:** 3 years

Purpose: Promotes and encourages private and public programs to enhance all aspects of the City's appearance, presentation, and beautification. It also raises awareness and appreciation of the public arts with notable arts in public places.

Special requirements for members: None but note that there shall be six (6) citizens appointed by City Council, one (1) representative of the Convention and Visitor Council Arts Committee, appointed by that committee, one (1) representative of Center City Amarillo, appointed by the Center City Board, and one (1) City Council member. The staff liaison will be an ex-officio member and serve as the secretary of the Board.

Members Currently Serving	Began Serving	Term Ending	Willing to Serve Again	1 Appointments Needed Applicants/CC Nominations
Beth Duke (Center City)	1/30/18	12/31/26	N/A	Linda K Allen
Vacancy		12/31/26	N/A	Brooke K Bellah
Josh Craft	7/11/23	12/31/26	N/A	Danita L Bynum
Kashion Smith (CVB)	1/1/21	12/31/26	N/A	Briana Cagle
Katt Massey	11/14/23	12/31/25	N/A	Robert L Dean
Shanna Peeples	1/1/25	12/31/27	N/A	Edith C Ditommaso
Matt Morgan	11/9/21	12/31/25	N/A	Jana L Ellis
Stephanie A Jung	11/17/19	12/31/27	N/A	Mason Fleming
Tommie Knox	11/12/24	12/31/26	N/A	Matt C Koumalats
				James A Rennier
				Maegan Seymour
				Courtney M White
				John P Woodall

Notes:



Agenda Transmittal Memo

Date: January 28, 2025
Council Priority: Communication
Department: City Secretary
Contact Person: Stephanie Coggins, City Secretary

Agenda Caption: CONSIDER APPOINTMENT - PARKS AND RECREATION BOARD MEMBERS

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

Agenda Item Summary: This item is to consider appointing a member to fill a vacancy on the Parks and Recreation Board for a term ending December 31, 2026.

Requested Action: Consider the appointments described above.

MOTION LANGUAGE: I move to appoint _____ to serve a term ending December 31, 2026.

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. Parks Agenda Backup

PARKS AND RECREATION BOARD

Number of Members: 11 **Term Length** 3 years

Purpose: Advisory board to the Mayor and City Council on matters pertaining to the operation of City Parks, Open Space and Recreational programs and facilities. Board members study and encourage the development and utilization of parks and recreational facilities and programs while promoting cooperation within the community to maximize all existing opportunities and partnerships to achieve a dynamic network of parks, recreation opportunities, functioning facilities and open space.

Special requirements for members: None

Members Currently Serving	Began Serving	Term Ending	Willing to Serve Again	<u>1</u> Appointments Needed Applicants/CC Nominations
Vacancy	1/1/24	12/27/26	N/A	Nicholas Daniels
Howard Smith	11/14/23	12/31/26	N/A	Robert L Dean
Alan Cox	1/1/25	12/31/27	N/A	Craig Gualtiere
Robert E Altman	1/1/19	12/31/27	N/A	Will Masters
Rodney Hill	1/1/24	12/31/26	N/A	Sean Mcnatt
Ronnie G Walker	1/1/24	12/31/26	N/A	Cheney Melton
Ronny D Head	1/1/24	12/31/26	N/A	Gerald G Morgan
Shelby T Massey	1/1/22	12/31/24	N/A	Molly Naylor
Skylar A Gallop	1/1/23	12/31/25	N/A	Jeremy Pekar
Thomas C Riney	1/1/24	12/31/26	N/A	Todd A Roper
Tiffany M Podzemny	1/1/20	12/31/25	N/A	Dwight A Vick

Notes:



Agenda Transmittal Memo

Date: January 28, 2025
Council Priority: Communication
Department: City Secretary
Contact Person: Stephanie Coggins, City Secretary

Agenda Caption: CONSIDER APPOINTMENT - VINEYARDS PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD MEMBERS

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

Agenda Item Summary: This item is to consider appointing a homeowner recommended individual to the Vineyards Public Improvement District (PID) Advisory Board for a term ending December 31, 2027.

Requested Action: Consider the appointment described above.

MOTION LANGUAGE: I move to appoint _____ (Homeowner recommended) to serve a term ending December 31, 2027.

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: The Vineyards petition states that this Board should be comprised of two members who are recommended by Developer, two members who are recommended by the Homeowners, and one who is recommended by the Owner. Mike Mayes has been recommended for appointment to fill the vacant Homeowner recommended position.

Attachments: 1. Vineyards Agenda Backup

VINEYARDS PUBLIC IMPROVEMENT DISTRICT (PID)**Number of Members:**

5

Term Length: 3 years

Purpose: Serves by considering and recommending to the City Council actions related to constructing improvements within the PID boundaries, maintenance and operation expenses of improvements, and assessment rates for PID property owners.

Special requirements for members: Developer Recommended (2); Homeowners (2); Owner Recommended (1)

Members Currently Serving	Began Serving	Term Ending	Willing to serve again		<u>1</u> Appointments Needed Applicants/CC Nominations
Kent Meyer (Owner)	9/2/14	12/31/27	YES		Mike Mayes
Larry Teague (Homeowner)	1/1/22	12/31/27	YES		
Vacancy (Homeowner)		12/31/27	N/A		
Thomas Nielsen (Developer)	9/13/11	12/31/27	YES		
Tom Nielsen, Jr. (Developer)	9/13/11	12/31/27	YES		

Notes: