

AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, AUGUST 6, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

INVOCATION: Sean Vokes, Hillside Christian Church

1. City Council will discuss or receive reports on the following current matters or projects.
 - A. Review agenda items for regular meeting and attachments;
 - B. Update on Thompson Park Swimming Pool;
 - C. Update on the East Gateway Tax Increment Reinvestment Zone #2, Amendment for Route 66 Amarillo LLC;
 - D. Update on Permit Fee Proposed Ordinance Change;
 - E. Update on Public Safety Partnership; and
 - F. Consider future Agenda items and request reports from City Manager.

2. **CONSENT ITEMS:**

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

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

- A. **CONSIDER APPROVAL – MINUTES:**
Approval of the City Council minutes for the regular meeting held on July 23, 2019 and the special meeting held on July 30, 2019.
- B. **CONSIDERATION OF ORDINANCE NO. 7793:**
(Contact: Michael Kashuba, Director of Parks & Recreation)
This is the second and final reading of an ordinance adopting revised fees for the Charles E. Warford Activity Center by amending Amarillo Municipal Code, Title XII, Chapter 12-1, Article I, Section 12-1-4.
- C. **CONSIDERATION OF ORDINANCE NO. 7796:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This is the second and final reading an ordinance rezoning of Lot 7, Block 43, Eastridge Subdivision Unit No. 18, in Section 104, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit 197 for the placement of a carport within the front yard setback. (Vicinity: Dahlia Street and Northeast 20th Avenue.)

- D. **CONSIDERATION OF ORDINANCE NO. 7797:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This is the second and final reading an ordinance rezoning of Lot 10, Block 9, Lawrence Park Addition Unit No. 4, in Section 227, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Office District 2 to Office District 2 with a Specific Use Permit 196 for the placement of a barber/beauty shop. (Vicinity: Kentucky Street and Southwest 27th Avenue.)
- E. **CONSIDER APPROVAL -- FIRST AMENDMENT TO PRIME LEASE (HOTEL) BETWEEN CITY OF AMARILLO AND AMARILLO LOCAL GOVERNMENT CORPORATION TO RELEASE THE EMPLOYEE PARKING LOT LAND BACK TO THE CITY:**
(Contact: Andrew Freeman, Director of Planning and Development Services)
This amendment releases a .57 acre tract of land located on the southeast corner of South Fillmore Street and Southeast 2nd Avenue back to the City of Amarillo.
- F. **CONSIDER AWARD --- PURCHASE AND INSTALLATION OF A PRIVATE MICROWAVE POINT-TO-POINT COMMUNICATIONS SYSTEM FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**
(Contact: Michael W. Conner, Director of Aviation)
AW Broadband – \$77,500.00
This item awards the purchase and installation of a private microwave point-to-point data communications systems to AW Broadband. This project will provide the primary high speed data communications for the airport, directly connecting the Airport to the City's network and providing a data backup site for the Airport's network.
- G. **CONSIDER APPROVAL -- PURCHASE OF ASSET MANAGEMENT SOFTWARE SYSTEM FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**
(Contact: Michael W. Conner, Director of Aviation)
Immix Technology, Inc. - \$186,591.20
This purchase includes the acquisition of the INFOR EAM asset management software system to meet the specific operational and reporting needs of the Airport.
- H. **CONSIDER APPROVAL -- PURCHASE OF ASSET MANAGEMENT SOFTWARE SERVICES FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**
(Contact: Michael W. Conner, Director of Aviation)
EC America -- \$113,380.00
This purchase includes the acquisition of the implementation and training services for the Airport's asset management software system.
- I. **CONSIDER AWARD -- ARDEN ROAD PUMP HOUSE SWITCHGEAR REPLACEMENT CONTRACT:**
(Contact: Wesley Hall, Risk Management Director)
Ray's Electric -- \$499,056.00
This is a contract to repair the Arden Road Pump House switchgear. The switchgear was destroyed by a fire on April 4, 2019. This contract has been approved by Affiliated FM Global, and costs will be covered by insurance. Deductible for this claim is \$250,000.

J. **CONSIDER APPROVAL – EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE #2 AMENDMENT NO. 1 FOR ROUTE 66 AMARILLO, LLC:**

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

This item approves an amendment to the Tax Increment Reinvestment Zone (TIRZ) #2 Developer Agreement for the Route 66 Amarillo, LLC hotel project to be located at 7775 Interstate 40 approved January 15, 2019. The agreement is for a 50% annual property tax rebate for ten years.

K. **CONSIDER AWARD – ANNUAL SUPPORT AND HARDWARE MAINTENANCE SECURITY SYSTEMS:**

(Contact: Rich Gagnon, Information Technology Director)

Solid Border -- \$222,560.00

This purchase renews annual vendor-provided support and maintenance security systems utilized by all City departments.

L. **CONSIDER APPROVAL – PURCHASE OF TOP DRESS SAND:**

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

Rogers Group - \$59,250.00

This item is the annual purchase of Top Dress Sand for Park Maintenance and Golf Divisions to top dress and level Athletic Fields, Sports Complexes and Golf Courses.

M. **CONSIDER AWARD – WATER TRANSMISSION PIPELINE RELOCATION AND WELL #425 ABANDONMENT FOR TXDOT STATE LOOP 335 B2:**

(Contact: Matthew Thomas, City Engineer)

Amarillo Utility Contractors, Inc. -- \$1,503,358.00

This item is to consider award of the construction contract for the relocation of a 36-inch and 30-inch water transmission pipeline and the abandonment of a water production well in preparation for TXDOT's construction of State Loop 335 B2 west of Soncy along Hollywood Road and south of I-40 along Helium Road. This project is being constructed in accordance with the previously approved Standard Utility Agreement U15496 between the City and TXDOT and is eligible for 100% cost reimbursement.

N. **CONSIDER PURCHASE -- VARIOUS POLICE, ADMINISTRATIVE, ½ TON PICK-UPS, ¾ & 1-TON LIGHT TRUCKS WITH SERVICE BODIES, CARGO VANS AND DUMP BEDS:**

(Contact: Jason Jupe, Fleet Services Assistant Superintendent)

Four Stars DCJR	\$429,986.00
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Rockdale Country Ford	\$168,640.00
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Gene Messer Ford	\$159,558.00
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Randall Reed's Prestige Ford	\$79,350.00
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Total Award	\$837,534.00
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This item is the scheduled replacements, upgrades, and additions of multiple vehicles to be used by Police, Animal Management & Welfare, Utilities Office, Rehab Support, Hollywood Road Wastewater Treatment, Park Maintenance, Street Department, Laboratory Administration, Building Safety, Traffic Field Operations, Surface Water Treatment, Water Production, CP&DE, Environmental Health, Facilities Maintenance and Wastewater Collection. Replacement vehicles have reached or exceeded life cycle. These vehicles will be used in the daily operational requirements of divisions listed.

3. **NON-CONSENT ITEMS:**

- A. **CONSIDER APPROVAL – SALE OF CITY OWNED PROPERTY – TO NORTH HEIGHTS LINEN SERVICE, LLC, 3.75 +/- ACRES OF LAND LOCATED AT 601 WEST AMARILLO BOULEVARD:**
(Contact: Andrew Freeman, Director of Planning and Development Services)
This item authorizes the City Manager to execute a contract and other necessary documents for the sale of 3.75 +/- acres of land located at 601 West Amarillo Boulevard. The sales price for this property is \$210,800 minus closing costs.
- B. **PRESENTATION AND CONSIDERATION OF A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BETWEEN THE CITY OF AMARILLO AND NORTH HEIGHTS LINEN SERVICES, LLC:**
(Contact: Andrew Freeman, Director of Planning and Development Services)
This item considers approval of a Chapter 380 Economic Development Program Agreement between the City of Amarillo and North Heights Linen Service, LLC for the construction of a new healthcare laundry facility to be located at 601 West Amarillo Boulevard.
- C. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7798:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This item is a first reading and public hearing of a proposed amendment to the 2010 Future Land Use and Character Map for land located in Section 107, Block 2, AB&M Survey, Potter and Randall County, Texas. (Vicinity: Southeast 34th Avenue and Whitaker Road.)
- D. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7799:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This item is a first reading and public hearing to consider an ordinance rezoning a 174.51 acre tract of unplatted land in Section 107, Block 2, AB&M Survey, Potter and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Planned Development District for a commercial business park. (Vicinity: Southeast 34th Avenue and Whitaker Road.)
- E. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7800:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This item is a first reading and public hearing to consider an ordinance rezoning the west half of Lot 2 and the east 30ft of Lot 3, Block 2, Daniels Subdivision Unit No. 1, in Section 9, Block 9, BS&F Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple-Family District 1 to General Retail District. (Vicinity: Western Street and Wolflin Avenue.)
- F. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7801:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This item is a first reading and public hearing to consider an ordinance rezoning of a 9.30 acre tract of unplatted land in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3. (Vicinity: Helium Road and F.M. 2186.)

G. CONSIDERATION OF ORDINANCE NO. 7802:

(Contact: Bryan McWilliams, City Attorney)

This is the first reading of an ordinance amending Chapters 16-3 and 16-5, to prohibit shared mobility services city wide and motor assisted devices (scooters) on public sidewalks and right-of-ways in the central business district.

H. CONSIDERATION OF RESOLUTION – AMERICAN MEDICAL RESPONSE, INC. EXTENSION:

(Contact: Stephanie Coggins, Assistant to the City Manager)

This item considers approval of a resolution approving the second and final extended term for the permit issued to American Medical Response, Inc. to operate an ambulance service within the city.

I. EXECUTIVE SESSION:

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

- 1) Sec.551.071 – Consult with Attorney about pending or contemplated litigation or settlement of same or on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter.
 - (a) Nurek et. al. v. City of Amarillo.
- 2) Section 551.072 -- Deliberate the purchase or sale of real property in accordance with the Texas Open Meetings Act:
 - (a) Discuss property located in the NE quadrant of the Central Business District.
- 3) Section 551.087 – Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by same:
 - (a) Discuss property located in the NE quadrant of the Central Business District.

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

Posted this 2nd day of August 2019.

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

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

Archived meetings are also available.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 23rd day of July 2019, the Amarillo City Council met at 12:00 p.m. for a work session which was held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

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

MICHELLE BONNER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

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

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

PUBLIC COMMENT

Amy Taylor, #6 Woodstone Street, inquired about the prices and the history of the Warford Community Center. She also inquired as to any long-term demographic studies done before the funds were provided for the uprade to the Warford Community Center. Jerri Glover, 5707 Berget Drive, inquired about the community engagement that was done. She inquired as to what communication has been provided to the parents. She also asked if any other entities were notified of the needs. Melodie Graves, 1601 Northwest 17th Avenue, stated she was an advocate for the North Heights Community. She stated the Maverick Club Program cost \$35 a month and they were able to keep the prices low. She encouraged Council to talk with different partners and not increase the fees. She also stated there was a rule that children under the age of 13 would not be permitted without a parent. Lilia Mitchell, 3124 Redwood Street, provided an invitation to Council for free *Braids and Fades* on August 11 beginning at 10:00 a.m. She also spoke on the Warford Center, the price of \$35 per month, and that transportation needed to be provided from all 79107 schools. She encouraged reaching out to the Amarillo Area Foundation and United Way for their participation. She also encouraged an approved curriculum for the children. Mildred Darton, 2005 Northwest 14th Avenue, spoke on behalf of the community as President of the North Heights Community Center and the family of Charles E. Warford. She stated his moto was if you can't make a dollar you need friends. She stated children depend on a safe place to go and the need to make the Warford Center affordable. She suggested pulling our resources together. There were no further comments.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 23rd day of July 2019, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

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

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

MICHELLE BONNER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

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

The invocation was given by Reba Russell. Mayor Nelson led the Pledge of Allegiance.

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

ITEM 1:

- A. Review agenda times for regular meeting and attachments;
- B. Amarillo Economic Development Corporation Quarterly Update;
- C. Mayor's Homelessness Summit Update;
- D. Amarillo Fire Department Strategic Plan Update;
- E. Reports and updates from City Councilmembers serving on outside Boards:
Cross-Bar Ranch
Environmental Task Force; and
- F. Consider future Agenda items and request reports from City Manager.

CONSENT ACTION ITEMS:

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

- A. **MINUTES:**
Approval of the City Council minutes for the regular meeting held on July 9, 2019 and the special meeting held on July 16, 2019.
- B. **CONSIDERATION OF ORDINANCE NO. 7795:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This is the second and final reading of an ordinance rezoning a 13.21, a 2.55, and a 46.94 acre tract of unplatted land in Section 24, Block 9, B. S. & F. Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Office District 1, General Retail District, and Residential District 3, respectively. (Vicinity: RM 1061 and Ravenwood Drive.)
- C. **APPROVAL -- INTERLOCAL AGREEMENT (ILA):**
(Contact: Rich Gagnon, IT Director)
Potter County Law Enforcement Complex -- \$750.00/month
This item is for shared access to the tornado resistant Data Center at the Potter County Law Enforcement Complex.

D. **CONSIDER AWARD – MICROSOFT SOFTWARE LICENSING:**

(Contact: Missy Tucker, IT Assistant Director)

SHI Government Solutions - Purchase -- \$459,411.52

This item is to purchase Microsoft software licensing for the upgraded computer aided dispatching system both primary and backup.

E. **CONSIDER AWARD – DELL EMC HARDWARE FOR PUBLIC SAFETY DISASTER RECOVERY:**

(Contact: Missy Tucker, IT Assistant Director)

Weaver Technologies -- \$609,795.34

This item considers the purchase of hardware for the upgraded computer aided dispatching system both primary and backup.

F. **CONSIDER AWARD – DELL VMWARE SOFTWARE LICENSING:**

(Contact: Missy Tucker, IT Assistant Director)

Dell EMC -- \$192,905.39

This item considers the purchase of VMWare software licensing for the upgraded computer aided dispatching system both primary and backup.

G. **CONSIDER APPROVAL -- MOTOR FUEL ANNUAL CONTRACT:**

(Contact: Jason Jupe, Fleet Services Assistant Superintendent)

Best Evaluated Bid Award to -- Pro Petroleum Inc. -- \$2,928,800.00

This item is the motor fuel annual contract.

H. **CONSIDER APPROVAL -- CHANGE ORDER #4 -- FY 2017-2021 COMMUNITY INVESTMENT PROGRAM STREET & DRAINAGE IMPROVEMENTS: REHABILITATION OF GEORGIA STREET FROM SOUTHWEST 46TH AVENUE TO SOUTHWEST 58TH AVENUE:**

(Contact: Matthew Thomas, City Engineer)

Holmes Construction LLP -- \$(10,650.00)

Original Contract Amount	\$1,898,329.23
Previous Change Orders	\$318,028.69
This Change Order No. 4	<u>\$(10,650.00)</u>
Revised Contract Total	\$2,205,707.92

This item is to approve Change Order No. 4 to Holmes Construction, which is a final change order that includes quantity adjustments and results in a net deduction. Detailed on the change order are line items containing unused, contingency quantities to be deducted from the Contract Total.

I. **CONSIDER APPROVAL -- CHANGE ORDER #3 -- FY 2017-2021 COMMUNITY INVESTMENT PROGRAM: LARGE VALVE REPLACEMENT -- PHASE 1:**

(Contact: Matthew Thomas, City Engineer)

Amarillo Utility Contractors, Inc. -- \$(3,820.00)

Original Contract Amount:	\$443,220.00
Previous Change Orders:	\$55,904.00
This Change Order No. 3:	<u>\$(3,820.00)</u>
Revised Contract Total:	\$495,304.00

This item is to approve Change Order No. 3 to Amarillo Utility Contractors, which is a final change order that includes quantity adjustments and results in a net deduction. Detailed on the change order are line items containing unused, contingency quantities to be deducted from the contract total.

- J. **CONSIDER APPROVAL – CHANGE ORDER #6 – WATER AND SEWER MAIN RELOCATION HOLLYWOOD ROAD FROM BELL STREET TO COULTER STREET:**
 (Contact: Matthew Thomas, City Engineer)
 Amarillo Utility Contractors -- \$(6,800.00)
- | | |
|-------------------------------|---------------------|
| Amarillo Utility Contractors: | \$(6,800.00) |
| Original Contract: | \$4,504,294.00 |
| Previous Change Orders: | \$303,778.00 |
| Current Change Order: | <u>\$(6,800.00)</u> |
| Revised Contract Total: | \$4,801,272.00 |
- This item is to approve Change Order No. 6 which revises the final quantities to the actual installed quantities.
- K. **CONSIDER AWARD – COMMUNITY INVESTMENT PROGRAM NORTHWEST SYSTEM SEWER IMPROVEMENTS AND PRESSURE REDUCING VALVES:**
 (Contact: Matthew Thomas, City Engineer)
 J&H Services, Inc. -- \$2,556,638.50
 This item is to consider award of the construction contract for a 24-inch sanitary sewer main extension and water system pressure reducing valves in the Woodlands and La Paloma subdivisions. The sewer main will provide additional sanitary sewer capacity for existing and future development. The pressure reducing valves are intended to reduce excessive static water pressure in areas north of Fairway Drive between Woodside Drive and Club View Drive.
- L. **CONSIDER APPROVAL – CHANGE ORDER #3 – REHABILITATION OF SOUTHEAST 34TH AVENUE FROM GRAND STREET TO EASTERN STREET FY 16/17 – FY 20/21 COMMUNITY INVESTMENT PROGRAM, PROPOSITION 1:**
 (Contact: Matthew Thomas, City Engineer)
 Holmes Construction \$123,454.07
- | | |
|------------------------|---------------------|
| Holmes Construction | \$123,454.07 |
| Original Contract | \$2,549,949.89 |
| Previous Change Orders | \$114,096.44 |
| This Change Order | <u>\$123,454.07</u> |
| Revised Contract | \$2,787,500.40 |
- This item is to consider approval of changes to the construction contract for Rehabilitation of Southeast 34th Avenue from Grand Street to Eastern Street.
- M. **CONSIDER AWARD – LED SIGNAL DISPLAYS FOR TRAFFIC SIGNAL HEADS:**
 (Contact: Michael Padilla, Transportation Superintendent)
 Tiger Electric Supply, Inc. -- \$95,240.00
 These items will replace the current LED signal displays, red, amber, green, red arrow, amber arrow, green arrow and countdown pedestrian signals that were purchased in 2011 through a federal funded contract. These LED's are approaching their lifespan of seven (7) years. The federal contract replaced 1/3 of the City over a three-year period; this purchase is for 2/3 of the City. Technology has advanced the lifespan of the newly purchased LED's to twelve (12) years from the old technology of seven (7) years.
- N. **CONSIDER APPROVAL – PURCHASE OF TWELVE (12) FEDERAL SIGNAL 508 SIRENS FOR THE AMARILLO AREA OFFICE OF EMERGENCY MANAGEMENT OUTDOOR WARNING SYSTEM:**
 (Contact: Chip Orton, Emergency Management Coordinator)
 Federal Signal Corporation -- \$242,767.32
 This purchase is to replace ten (10) older sirens and add two (2) new sirens to the Amarillo Area Office of Emergency Management Outdoor Warning System.

O. **CONSIDER APPROVAL – TIRE SHREDDING EQUIPMENT PAD:**

(Contact: Blair Snow, Interim Solid Waste Superintendent)

Panhandle Steel Buildings -- \$69,461.00

This item considers the purchase of the concrete slab and footings, site preparation work, and electrical work needed for the tire shredding equipment. Work must be complete before delivery of tire shredder can occur.

P. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT:**

(Contact: Cris Valerde, Assistant Director of Planning and Development Services)

This item considers an Aviation Clear Zone Easement, being 5,200 feet above mean sea level above the plat of Southern Outback Subdivision Unit No. 3, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 147, Block 2, AB&M Survey, Randall County, Texas.

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

NON-CONSENT ITEMS

ITEM 3A: Mayor Nelson presented the first reading of an ordinance adopting revised fees for the Charles E. Warford Activity Center by amending Amarillo Municipal Code, Title XII, Chapter 12-1, Article I, Section 12-1-4. This item was previously tabled on June 25, 2019. This item was presented by Michael Kashuba, Park & Recreation Director. Mr. Kashuba stated the program is on a first come first serve basis. Councilmember Powell stated she was passionate about the safety of the children in our City. She stated the community asked for this program but the City cannot operate these programs unless there is some type of recovery. Mr. Kashuba stated they are passionate about serving the community but they are looking at more comprehensive and robust programs at the Center. Councilmember Powell stated she is interested in seeing the data from the 79107 zip code. She inquired if other agencies could partner with us to help with our recovery rate. Councilmember Hays stated when the Warford Center was opened a daycare was addressed but there was not an assumption that the daycare would be subsidized. The priorities for the North Heights did not include a daycare. Councilmember Sauer stated he did not believe they were there yet. Mr. Starbuck stated a letter was sent out to the participants that the fee structure is being discussed and they are trying to be more proactive. Councilmember Hays stated the fee structure could be used until the first of the year to not catch people off-guard.

Councilmember Hays motion to approve Ordinance No. 7793, seconded by Councilmember Smith. Councilmember Powell stated the need to receive the information on reduced lunch participants from the 79107 zip code, and if needed to make an adjustment in January. Councilmember Hays stated it would remain status quo through this semester. Councilmember Sauer stated he wanted assurance this would be discussed again. He also inquired about the areas the Maverick and Wesley programs covered. Mr. Kashuba stated the majority of the students walk over from Carver Elementary. Councilmember Sauer inquired about the comment on under the age of 13 restrictions. Mr. Kashuba stated under 13 years old were unsupervised and there were not enough staff. Mr. Kashuba stated across the board they would like to see what citizens want from the Parks Department.

ORDINANCE NO. 7793

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, AMENDING CHAPTER 12-1 OF THE AMARILLO MUNICIPAL CODE CONCERNING PARK AND RECREATION FEES; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3B: Mayor Nelson presented the first reading of an ordinance and public hearing to consider rezoning to consider an ordinance rezoning of Lot 7, Block 43, Eastridge Subdivision Unit No. 18, in Section 104, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit 197 for the placement of a carport within the front yard setback. (Vicinity: Dahlia Street and Northeast 20th Avenue.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Mayor Nelson opened a public hearing. There were no comments and the public hearing was closed. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Smith:

ORDINANCE NO. 7796

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 DAHLIA STREET AND NORTHEAST 20TH AVENUE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3C: Mayor Nelson presented the first reading of an ordinance and public hearing to consider an ordinance rezoning of Lot 10, Block 9, Lawrence Park Addition Unit No. 4, in Section 227, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Office District 2 to Office District 2 with a Specific Use Permit 196 for the placement of a barber/beauty shop. (Vicinity: Kentucky Street and Southwest 27th Avenue.) Mayor Nelson opened a public hearing. This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. There were no comments and the public hearing was closed. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Sauer:

ORDINANCE NO. 7797

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 KENTUCKY STREET AND SOUTHWEST 27TH AVENUE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 30th day of July 2019, the Amarillo City Council met at 12:00 p.m. for a special meeting held at the Amarillo Globe-News Center for the Performing Arts, Education Room, 500 South Buchanan Street, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

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

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

JARED MILLER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

CITY MANAGER
CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
CITY SECRETARY

An invocation was given by Councilmember Elaine Hays.

ITEM 1: Mayor Pro Tem Powell established a quorum, called the meeting to order, welcomed those in attendance.

ITEM 2: City Council and senior staff discussed teambuilding, strategic direction, and plans for the City including current revenue trends and property tax information relating to sales tax collections, hotel occupancy tax collections, sanitation sales, fines and forfeitures and golf operations and maintenance. Laura Storrs, Finance Director, reviewed the 2019/2020 proposed Budget – Water and Sewer Trends, Property Tax Information and the preliminary effective tax rate and rollback rate numbers, the effects Senate Bill 2 will have on the 2020/2021 budget and tax rates comparisons versus population. Floyd Hartman, Assistant City Manager and Raymond Lee, Public Works Director, presented an update on the Streets. Street PCI ratings, the degradation curve, and 5-year additional funding scenarios. Jonathan Gresham, Director of Utilities, presented a proposed rate increase for funding the Advanced Meter Infrastructure (AMI). Damen Ratliff, Assistant Director of Utilities, presented a proposed rate increase for water and sewer operating and maintenance rates.

There being no further business Councilmember Hays adjourned the meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

B



Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Civic Pride
Department	Parks & Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDERATION OF ORDINANCE 7793:

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

This is a second and final reading of an ordinance adopting revised fees for the Charles E. Warford Activity Center by amending Amarillo Municipal Code, Title XII, Chapter 12-1, Article I, Section 12-1-4.

Agenda Item Summary

In conjunction with the Standards of Care document, staff is requesting the adoption of a revised fee structure for the Charles E. Warford Activity Center. The proposed revised fee structure matches fees charged by other service providers.

Requested Action

Approve the second and final reading of Ordinance 7793.

Funding Summary

N/A

Community Engagement Summary

Park Board Engagement:

5/21/2019 – Staff presented the proposed 2019-20 Department Fees to the Park Board.

Staff Recommendation

Staff recommends approval of proposed fees.

ORDINANCE NO. 7793

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, AMENDING CHAPTER 12-1 OF THE AMARILLO MUNICIPAL CODE CONCERNING PARKS AND RECREATION FEES; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, The City of Amarillo Parks and Recreation Department wishes to adopt and amend user fees related to programs at the Charles E. Warford Activity Center; and

WHEREAS, the user fees related to the programs at the Charles E. Warford Activity Center have been presented to the City of Amarillo Parks and Recreation Board; and

WHEREAS, the City Council finds that it is necessary and proper to establish user fees to be charged for the use of the Charles E. Warford Activity Center and the City’s public parks and recreational facilities.

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

SECTION 1. Chapter 12-1, Article I, Section 12-1-4, of the Amarillo Municipal Code is hereby amended to read as follows:

Sec. 12-1-4. – Warford Activity Center.

a. Visit and Membership Fees

	Youth	Adult	Senior	Family
Day Visit <u>Pass</u>	\$3.00	\$5.00	\$3.00	
Monthly Membership	\$15.00	\$20.00	\$15.00	\$60.00
Annual Membership	\$150.00	\$200.00	\$150.00	\$600.00
<u>Additional Child</u> <u>Monthly</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>\$5.00</u>
<u>Additional Child</u> <u>Annually</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>\$20.00</u>

b. After school activity fee (fee is in addition to any applicable fees as described in this Section):

Member	<u>\$20 as of August 1, 2019</u> <u>\$85 as of January 1, 2020</u> <u>\$170.00 as of August 1, 2020</u>
Non-member	<u>\$30 as of August 1, 2019</u> <u>\$95 as of January 1, 2020</u> <u>\$190.00 as of August 1, 2020</u>
<u>Qualified Reduced Fee Members</u>	<u>\$35.00 as of January 1, 2020</u> <u>\$70.00 as of August 1, 2020</u>
<u>Qualified Reduced Fee for Non Members</u>	<u>\$45.00 as of January 1, 2020</u> <u>\$90.00 as of August 1, 2020</u>
<u>Program Registration Fee (non refundable)</u>	<u>\$25.00</u>
<u>Late Fee (per occurrence)</u>	<u>\$15.00</u>
<u>Replacement Id Card</u>	<u>\$10.00</u>

c. – e. [NO TEXT CHANGE]

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional,

void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

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

SECTION 4. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 23rd day of July, 2019; and PASSED on Second and Final Reading the 6th day of August, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Regular Agenda Item
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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Agenda Caption

Consider an ordinance rezoning of Lot 7, Block 43, Eastridge Subdivision Unit No. 18, in Section 104, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit 197 for the placement of a carport within the front yard setback. (Vicinity: Dahlia St. and NE 20th Ave.)

Agenda Item Summary

Adjacent land use and zoning

The applicant’s tract is located in northeast Amarillo.

The adjacent zoning consist of Residential District 1 zoning to the north, south, and west and Residential District 2 zoning to the east. Adjacent land use consists of single-family detached homes in all directions.

Analysis

The applicant is requesting a Specific Use Permit for an existing carport that is within the front-yard setback in order to meet the City’s Zoning Ordinance regulations. The applicant has placed the 18ft. by 20ft. pitched roof metal carport with a height of 10 feet approximately 15ft. from the back-of-curb along Dahlia St. and approximately 3.5 feet from the front property line. If allowed, the carport would extend approximately 21.5ft into the front-yard building setback.

Section 4-10-193 (Carport regulations) of the City’s Zoning Ordinance states that a Specific Use Permit (SUP) must be obtained for the placement of a carport when unable to meet normal Main Building or Accessory Building setbacks. The intent of the SUP process is to allow property owners an alternative where it may be possible, if the SUP is approved, to construct a carport beyond typical setbacks. As proposed, the applicant’s carport will not meet required setbacks and is the basis for the requested change in zoning. As part of the application process, the applicant is required to submit an accurately dimensioned site plan of the lot showing all dimensions, existing buildings and their distances from the property lines and back of curb, driveways, and sidewalk. The applicant must also submit drawings of the carport showing its dimensions (length, height, and width), color, design, and its placement on the lot.

The existing carport is white and tan which matches the character of the color of the home which is tan brick with white siding. In reviewing the submitted site plan and pictures of the carport and determined that with the exception of the north side of the carport not being less than seven feet from floor to bottom of carport eave line, this carport meets the minimum recommendations set forth in Section 4-10-193 for carports within front-yards.

The intent of having the carport open on three sides is to promote an openness and less intrusive view of the streetscape as one would be able to see through from one side of the carport to the other in addition to being more visually pleasing. As viewed from the street however, both sides of the carport are obscured by large trees and fences that are adjacent to the carport in addition to the line of sight being broken by a curve in the street to the south of this property.

Of additional consideration is to consider the impact that the requested carport would have on the character of the neighborhood. Within the neighborhood, two carports with approved Specific Use Permits for carports within the front-yard are located within 2 lots of the applicant's property and on the same side of the street. Also, there are an additional 2 Specific Use Permit approved carports within 3 blocks of the applicant. Also, upon examining the area in a three block radius, staff found that there are an additional 20 carports within the front yard of homes, some on the same street as the applicant and this could be attributed to the fact that many homes in this neighborhood do not have garages.

Considering the abundance of mature trees and fences already within front-yards and the large number of carports in the area, Commissioner's believe there will be no additional negative impacts if the existing carport is allowed to remain as installed.

Requested Action/Recommendation

Property owners within 200 feet of the rezoning request were notified as required and at the time of this writing, no comments either for or against this request have been received.

Considering the above, the Planning and Zoning Commission is of the opinion that the applicant's request is appropriate and recommends approval as presented.

ORDINANCE NO. 1796

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 DAHLIA STREET AND NORTHEAST 20TH AVENUE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, after a public hearing before the Planning and Zoning Commission for the 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 7, Block 43, Eastridge Subdivision Unit No. 18, in Section 104, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit 197 for the placement of a carport within the front yard setback.

SECTION 3. A Specific Use Permit is required in a Residential District (R-1) for the placement of a carport within the front yard setback in accordance with the City of Amarillo's Ordinances and Regulations.

SECTION 4. In the event this Ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Ordinance, and such remaining portions

shall continue to be in full force and effect. 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 5. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

SECTION 6. 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 23rd day of July, 2019 and **PASSED** on Second and Final Reading on this the 6th day of August, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

Applicant's carport:



Carport with approved SUP to the south of the applicant:



Carport with approved SUP to the north of the applicant:



Neighboring carport to the north with no specific use permit:



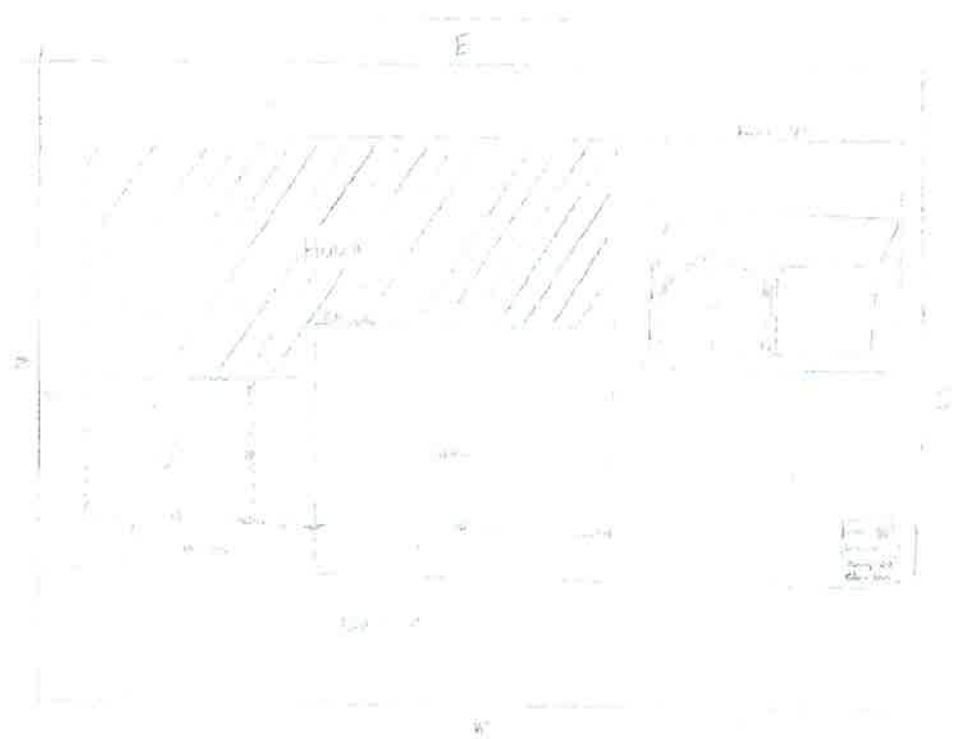
Streetscape view looking north towards the applicant.



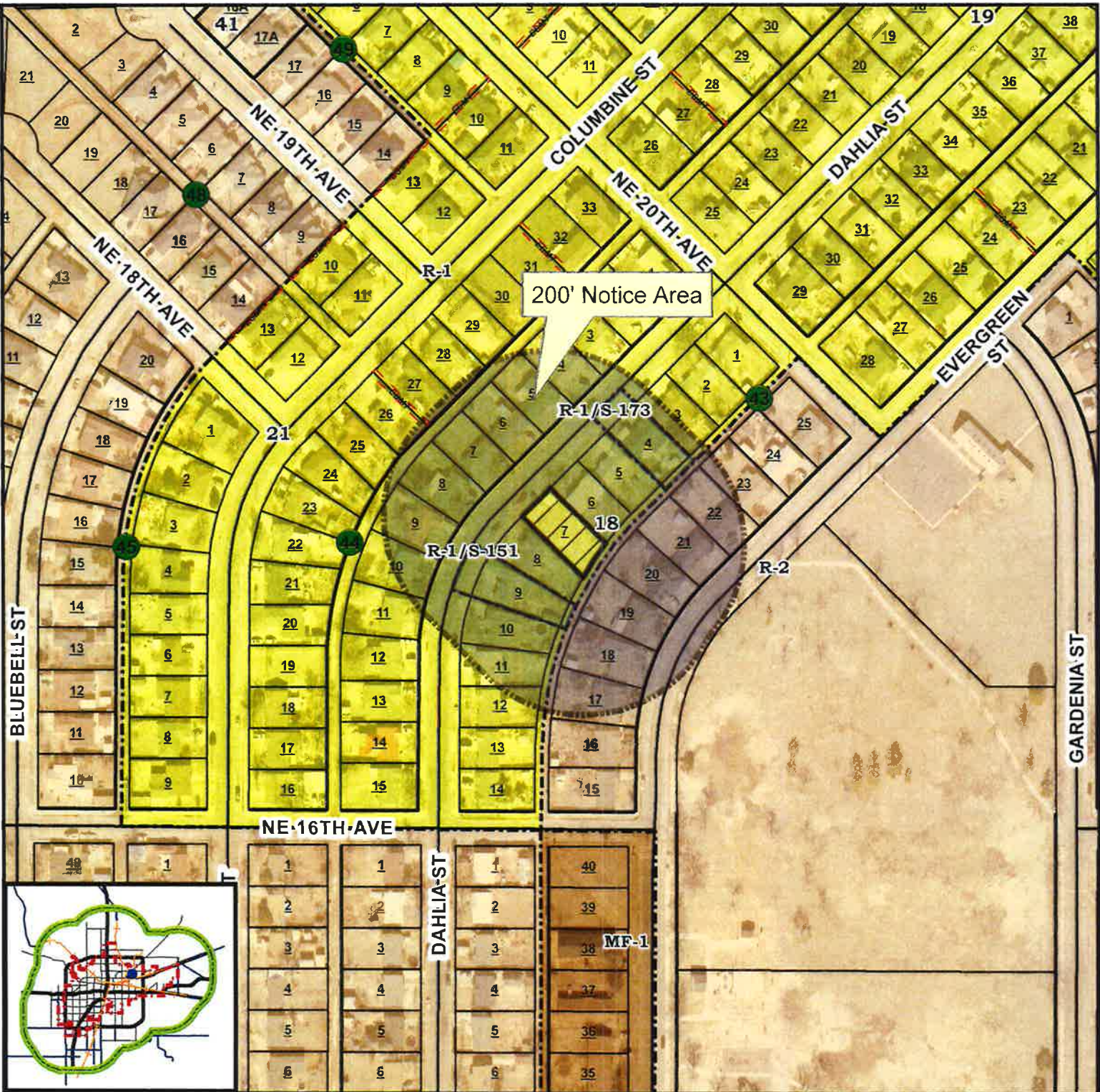
Streetscape view looking south towards the applicant (carports visible are the neighboring carports):



Site Plan

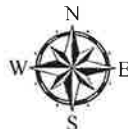


REZONING FROM R-1 TO R-1/S



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 6/24/2019
Case No: Z-19-13



Z-19-13 Rezoning of Lot 7, Block 43, Eastridge Subdivision Unit No. 18, in Section 104, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a specific use permit for the placement of a carport within the front yard setback.

Vicinity: Dahlia St. & NE 20th Ave.

APPLICANT: Pheng Soumpholphakdy

Tax Account #: R-018-0600-6165.0

AP: R10

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

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Regular Agenda Item
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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Agenda Caption

Consider an ordinance rezoning of Lot 10, Block 9, Lawrence Park Addition Unit No. 4, in Section 227, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Office District 2 to Office District 2 with a Specific Use Permit 196 for the placement of a barber/beauty shop. (Vicinity: Kentucky St. & SW 27th Ave.)

Agenda Item Summary

Area Characteristics

Adjacent zoning consists of Planned Development District 354 to the north, Light Commercial to the east, and Multiple-Family District 1 to the south and west.

Adjacent land uses consist of an office building to the north, used car dealership to the east, apartment complex to the south, and duplexes to the west.

Analysis

Allowing the proposed use via a specific use permit (SUP) is based on the principle that it has similar characteristics to uses allowed outright in O-2 zoning. Rezoning with a SUP allows staff to review the applicant’s proposal and set standards that ensure no detrimental impacts would result if allowed and that the proposed land use would be in character with other land uses allowed within an O-2 zoning district. The applicant is requesting a change in zoning in order to develop the lot with a multi-tenant office complex that contains a barber/beauty shop. Office District 2 (O-2) does not allow for the proposed use outright, however, it does allow for the consideration through the Specific Use Permit process and is the reason for such a request.

When analyzing the development standards and the area characteristics, it is the Planning Commission’s opinion that the applicant’s request meets the intent of the SUP process (ensuring compatibility) and if approved will have no detrimental impacts on existing or proposed land uses in the area. It is also worth noting, that as a part of the SUP process the City requires an expert evaluation of the area from a licensed real estate appraiser. This real estate expert came to the conclusion that there are no anticipated, adverse impacts to the adjacent land uses or property values.

Requested Action/Recommendation

Property owners within 200 feet of the rezoning request were notified as required and at the time of this writing, no comments either for or against this request have been received.

Considering the above, the Planning and Zoning Commission is of the opinion that the applicant’s request is appropriate and recommends approval as presented.

ORDINANCE NO. 1797

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 KENTUCKY STREET AND SOUTHWEST 27TH AVENUE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, after a public hearing before the Planning and Zoning Commission for the 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 9, Lawrence Park Addition Unit No. 4, in Section 227, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Office District 2 to Office District 2 with Specific Use Permit 196 for the placement of a barber/beauty shop.

SECTION 3. A Specific Use Permit is required in a Office District 2 (O-2) for the placement of a barber/beauty shop in accordance with the City of Amarillo's Ordinances and Regulations.

SECTION 4. In the event this Ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Ordinance, and such remaining portions shall continue to be in full force and effect. 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 5. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

SECTION 6. 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 23rd day of July, 2019 and **PASSED** on Second and Final Reading on this the 6th day of August, 2019.

Ginger Nelson, Mayor

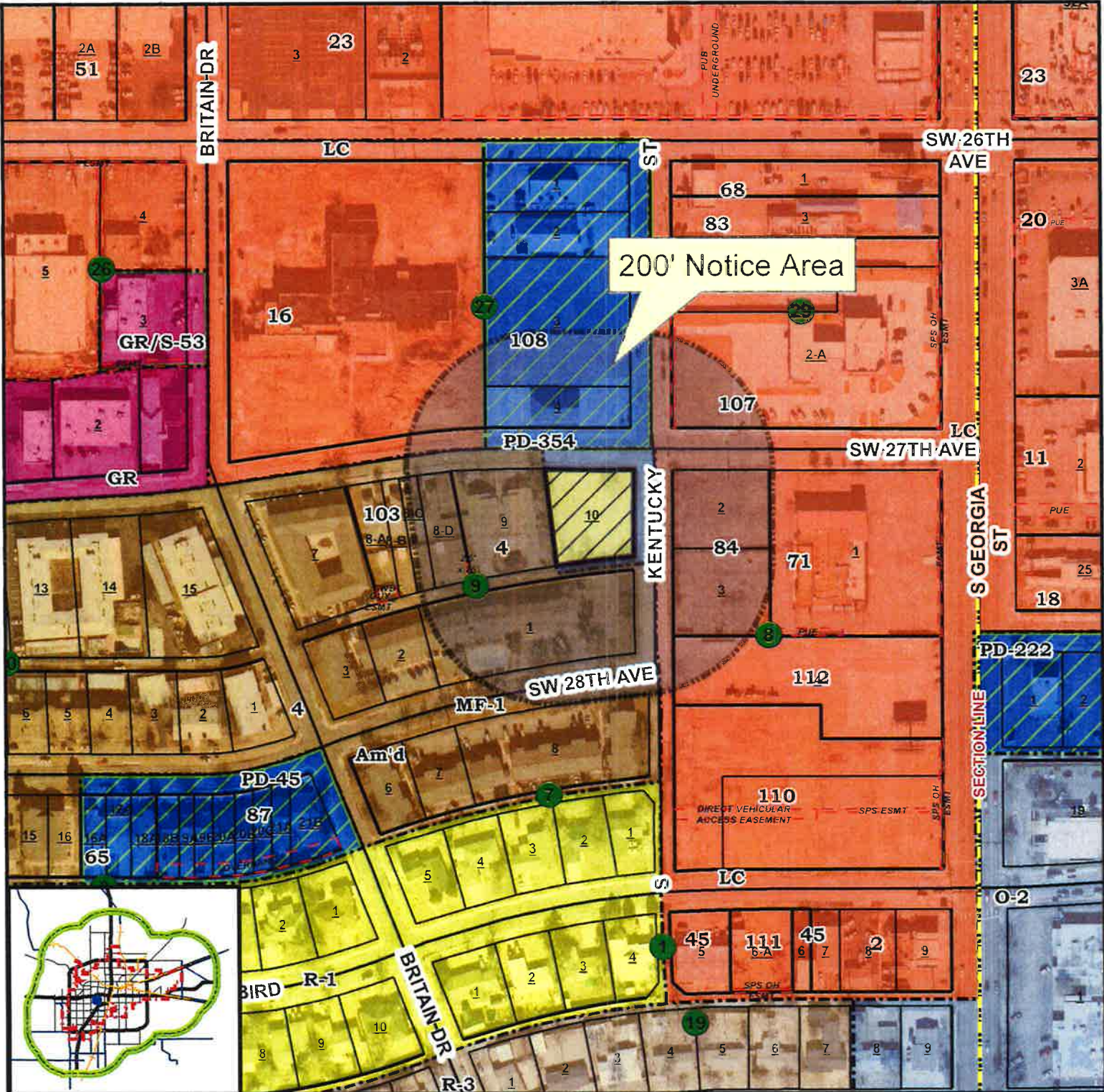
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

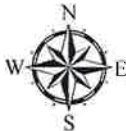
Bryan McWilliams,
City Attorney

REZONING FROM O-2 TO O-2/S



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 6/18/2019
Case No: Z-19-12



Z-19-12 Rezoning of Lot 10, Block 9, Lawrence Park Addition, in Section 227, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Office District 2 to Office District 2 with a Specific Use Permit for the placement of a multi-tenant commercial building.

Vicinity: S. Kentucky St. & SW 27th Ave.

APPLICANT: Everwin Inc.

Tax Account #: R-044-4800-1300.0

AP: L13

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Economic Development
Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services

Agenda Caption

Consideration of First Amendment to Prime Lease (Hotel) between City of Amarillo and Amarillo Local Government Corporation to Release the Land Included for a Hotel Employee Parking Lot

This amendment releases a .57 acre tract of land located on the southeast corner of S. Fillmore Street and SE. 2nd Avenue back to the City of Amarillo.

Agenda Item Summary

This agenda item authorizes the City Manager to execute a first amendment to the Prime Lease (Hotel) between the Local Government Corporation (LGC) and the City of Amarillo.

The LGC had been in discussions with Supreme Bright Amarillo II, LLC (Embassy Suites Operator) over the last year on their plans for providing employee parking. This .57 acre tract of land referenced in this amendment was originally part of the lease agreements between LGC and the City and LGC and Supreme Bright to use for an off-site hotel employee parking lot. The agreement required the leasee to construct the new surface lot for their use. Since being in operation, Supreme Bright has decided they would prefer to utilize additional spaces in the parking garage to accommodate their employee parking needs.

As part of the agreement for utilization of more parking garage spaces, Supreme Bright released the employee parking lot back to the LGC. With their release completed, the next step in the process is to release the lot back to the City for its future use, which is authorized by this first amendment.

The LGC voted on June 19, 2019 to amend their agreement with Supreme Bright, followed by a vote on July 17, 2019 to amend their agreement with the City. Both votes were unanimous.

Requested Action

Approval for City Manager to execute agreement

Funding Summary

N/A

Community Engagement Summary

Discussed and approved during July 17, 2019 Local Government Corporation Board Meeting

Staff Recommendation

Staff recommends approval as presented

FIRST AMENDMENT TO PRIME LEASE

THIS FIRST AMENDMENT TO PRIME LEASE dated effective as of September 1, 2019 (the "Effective Date") is entered into by and between the CITY OF AMARILLO, TEXAS, a Texas Home Rule City ("Landlord") and AMARILLO LOCAL GOVERNMENT CORPORATION, a Texas local government corporation ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Prime Lease dated November 24, 2014; and

WHEREAS, the Tenant and the Hotel Sub-tenant have entered agreed to a Second an Amendment to the Hotel Lease and Development Agreement that changes and modifies the necessity of inclusion of certain portions of the Demised Premises in the Prime Lease; and

WHEREAS, Landlord and Tenant desire to amend certain requirements and limitations related to description of the Demised Premises as set forth in the Agreement; and

WHEREAS, the parties find that this First Amendment is in the best interest of all parties and of the public.

NOW THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. The parties agree that any and all requirements related to the Employee Lot and Employee Lot Lease contained in the Hotel Lease and Development Agreement have been otherwise accommodated and are no longer necessary.
2. Exhibit A to the Prime Lease, "DEMISED PREMISES" hereby deleted and replaced by Exhibit A-1 to the Prime Lease, "DEMISED PREMISES" (copy attached).
3. Except as otherwise expressly provided herein, all other terms and provisions of the Agreement are hereby ratified and affirmed and shall remain in full force and effect.
4. This First Amendment may be executed in several counterparts, and delivered via facsimile or other electronically transmittable means, and each such counterpart shall be deemed an original and all of which, when taken together, shall constitute a single, fully executed First Amendment.

IN WITNESS WHEREOF, the parties have executed and delivered the foregoing First Amendment as of the Effective Date hereof.

LANDLORD:

THE CITY OF AMARILLO, TEXAS,
A Texas Home-Rule City

By: _____
Jared Miller, City Manager

TENANT:

AMARILLO LOCAL GOVERNMENT CORPORATION,
A Texas Local Government Corporation

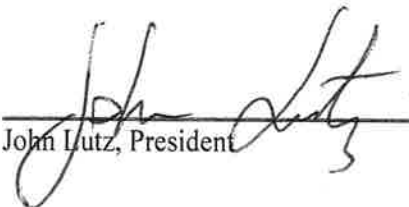
By:  _____
John Lutz, President

EXHIBIT A-1

“DEMISED PREMISES”

TRACT 1 (solo):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND THE WEST 100.5 FEET OF LOTS 9 AND 10 PLUS THE SOUTHEAST 39.5 FEET EAST AND WEST BY 5 FEET NORTH AND SOUTH OF LOT 9, AND THE EAST THIRTY-NINE AND ONE-HALF (E/39.5') OF THE NORTH ONE HUNDRED FIFTEEN FEET (N/115') OF LOTS 9 AND 10, BLOCK 58, GLIDDEN AND SANBORN ADDITION, AN ADDITION TO THE CITY OF AMARILLO, POTTER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 65, PAGE 12, DEED RECORDS, POTTER COUNTY, TEXAS.

4



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER – AWARD OF THE PURCHASE AND INSTALLATION OF A PRIVATE MICROWAVE POINT-TO-POINT COMMUNICATIONS SYSTEM FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT.

Agenda Item Summary

This item awards the purchase and installation of a private microwave point-to-point data communications systems to AW Broadband. This project will provide the primary high speed data communications for the airport, directly connecting the Airport to the City’s network and providing a data backup site for the Airport’s network.

Requested Action

Please award the purchase and installation project to AW Broadband (the low bidder) in the amount of \$77,500.

Funding Summary

This is an Airport Capital project paid for only by Airport capital funds.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends award to the low bidder, AW Broadband.

Bid No. 6493 PRIVATE MICROWAVE POINT-TO-POINT COMMUNICATIONS SYSTEM FOR RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT
Opened 4:00 p.m., July 11, 2019

To be awarded as one lot

AW BROADBAND

JTS

Line 1 Furnish all necessary
superintendence, labor, materials, tools,
equipment, machinery and apparatus,
and whichever else may be necessary to
complete all the work covered by this
proposal within the time stated, per
specifications

1 ea

Unit Price

\$77,500.000

\$77,789.00

Extended Price

77,500.00

77,789.00

Bid Total

77,500.00

77,789.00

Award by Vendor

77,500.00



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER APPROVAL - PURCHASE OF ASSET MANAGEMENT SOFTWARE SYSTEM FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT.
(Immix Technology, Inc. - \$186,591.20)

Agenda Item Summary

This purchase includes the acquisition of the INFOR EAM asset management software system to meet the specific operational and reporting needs of the Airport.

Requested Action

Please approve the purchase of the asset management system for the Airport. This particular asset management system (INFOR EAM), will include the following modules / capabilities for 25 airport users: work orders, parts, linear asset tracking, purchasing, GIS, full & custom advanced reporting, intra-department communication, external maintenance requests, some customization for FAA Part 139 reporting, fleet, mobile capabilities, and others that are integral to the application.

Funding Summary

This purchase will be funded by Airport funds.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends the purchase of this asset management software system. Several different asset management systems were reviewed in detail and demonstrated to the airport staff. This particular system most effectively meets the needs of the Airport operation and has a long history of system uptime and incremental improvements.

Bid No. 6541 ASSET MANAGEMENT SOFTWARE
Opened 4:00 p.m. July 24, 2019

To be awarded as one lot IMMIX TECHNOLOGIES INC

Line 1 COG-DS71-REPAU, per
specifications

1 ea

Unit Price

\$183.205

Extended Price

183.20

Line 2 COG-DS71-REPCS, per
specifications

25 ea

Unit Price

\$139.234

Extended Price

3,480.84

Line 3 DMG-DAS-XI, per specifications

25 ea

Unit Price

\$19.517

Extended Price

487.93

Line 4 EDU-S-EENM, per specifications

25 ea

Unit Price

\$52.762

Extended Price

1,319.06

Line 5 EEN-DS71-GISMD, per
specifications

1 ea

Unit Price

\$24,426.957

Extended Price		24,426.96
Line 6 EEN-DS71-LGMN, per specifications		
1 ea		
Unit Price		
Extended Price		-
Line 7 EEN-DS71-MOB, per specifications		
25 ea		
Unit Price	\$1,463.175	
Extended Price		36,579.37
Line 8 EEN-DS71-RRQST, per specifications		
1 ea		
Unit Price	\$4,885.391	
Extended Price		4,885.39
Line 9 EEN-DS71-SQL, per specifications		
25 ea		
Unit Price	\$1,875.990	
Extended Price		46,899.76
Line 10 EEN-DS71-WEBCL, per specifications		
1 ea		
Unit Price	\$1,221.348	
Extended Price		1,221.35

Line 11 EEN-DS71-WEBTK, per specifications

1 ea

Unit Price \$24,426.957

Extended Price 24,426.96

Line 12 EPM-BV, per specifications

1 ea

Unit Price \$292.754

Extended Price 292.75

Line 13 EPM-DWD, per specifications

1 ea

Unit Price \$195.173

Extended Price 195.17

Line 14 ION-APPBLDR, per specifications

1 ea

Unit Price \$97.581

Extended Price 97.58

Line 15 ION-MINGLE-USER-XI, per specifications

25 ea

Unit Price \$152.234

Extended Price 3,805.85

Line 16 ION-PROCESSGRID, per specifications

1 ea

Unit Price \$4,879.286

Extended Price 4,879.29

Line 17 XPT, per specifications

1 ea

Unit Price

\$33,409.739

Extended Price

33,409.74

Bid Total

186,591.20

Award by Vendor

186,591.20

H



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption
CONSIDER APPROVAL - PURCHASE OF ASSET MANAGEMENT SOFTWARE SERVICES FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT. (EC America - \$113,380)

Agenda Item Summary
This purchase includes the acquisition of the implementation and training services for the Airport’s asset management software system.

Requested Action
Please approve the purchase of the professional services which provide the implementation and training services for the Airport’s asset management software.

Funding Summary
This purchase will be funded by Airport funds.

Community Engagement Summary
N/A

Staff Recommendation
Airport staff recommends the purchase of these services which are required to implement the asset management software system.

Bid No. 6542 ASSET MANAGEMENT SOFTWARE SERVICES
Opened 4:00 p.m. July 24, 2019

To be awarded as one lot

EC AMERICA

Line 1 COE Sr Consultant India Offshore,
per specifications

40 ea

Unit Price \$95.000

Extended Price 3,800.00

Line 2 Consultant Sr, per specifications

180 ea

Unit Price \$275.000

Extended Price 49,500.00

Line 3 Project Manager GDS Offshore,
per specifications

8 ea

Unit Price \$125.000

Extended Price 1,000.00

Line 4 Project Manager, per
specifications

88 ea

Unit Price \$305.000

Extended Price 26,840.00

Line 5 Consultant, per specifications

124 ea

Unit Price \$260.000

Extended Price 32,240.00

Bid Total 113,380.00

Award by Vendor 113,380.00

I



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6 , 2019	Council Priority	Fiscal Responsibility
Department	Risk Management		
Contact	Wesley Hall		

Agenda Caption

Consider – Award Arden Road Pump House Switchgear replacement contract to Ray’s Electric in the amount of \$499,056.00

Agenda Item Summary

This is a contract to repair the Arden Road Pump House switchgear. The switchgear was destroyed by a fire on April 4, 2019. This contract has been approved by Affiliated FM Global, and costs will be covered by insurance. Deductible for this claim is \$250,000.

Requested Action

Consider for award the Arden Road Pump House switchgear replacement contract to Ray’s Electric.

Funding Summary

This project will be funded by insurance; Deductible funds are available in the Risk Management fund; budget 63120.71250.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of this contract.

Bid No. 6547 REPLACEMENT OF ELECTRICAL SWITCHGEAR
Opened 4:00 p.m. July 29, 2019

To be awarded as one lot

RAY'S ELECTRIC

Line 1 Switchgear Repairs to the Arden
Road Pump Station due to an Electrical
Fire, per specifications

1 ea

Unit Price

\$499,056.000

Extended Price

499,056.00

Bid Total

499,056.00

Award by Vendor

499,056.00



Memo

To: Jared Miller, City Manager

From: Wesley Hall, Risk Manager

Re: Arden Road Pump Station

Date: July 29, 2019

On April 4, 2019 the pump station located at 7600 Arden Rd. received substantial damage from a fire in the main switchgear equipment. The fire was contained to the electrical equipment and damage to the actual structure was minimal. Secondary equipment at the pump station is currently in use and the community did not experience loss of service. However, loss of the functioning secondary equipment would result in a disruption of water service to the Soncy Zone. A tertiary system is not available.

The City of Amarillo entered into a contract with Reynolds Engineering for scope of work and project management to ensure that necessary repairs were made using the proper equipment. Reynolds Engineering recommended that the City use Ray's Electric (Ray's) as our contractor for the repairs. Ray's installed the original equipment and is very familiar with our system. Ray's submitted a proposal for \$499,056.00 to complete the repairs. A bid process was not used due to the emergent nature of the repair.

A fire loss claim was submitted to the City's property insurance carrier, Affiliated FM Global, on the date of loss. Affiliated FM Global has worked closely with Reynolds Engineering and City of Amarillo Risk Management. They have accepted the claim and will cover the cost of repair, and the cost of engineering services. The deductible for this claim is \$250,000.

Risk Management and Utilities Division administration; recommend awarding a switchgear repair contract to Ray's Electric in the amount of \$499,056.00 for repairs at the Arden Rd. pump station. It is further recommended that repairs begin immediately to avoid interruption in service to the community should the secondary equipment fail.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Economic Development
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

Approval – East Gateway Tax Increment Reinvestment Zone #2 Developer Agreement Amendment No. 1 for Route 66 Amarillo, LLC:

This item approves an amendment to the Tax Increment Reinvestment Zone (TIRZ) #2 Developer Agreement for the Route 66 Amarillo, LLC hotel project to be located at 7775 Interstate 40 approved January 15, 2019. The agreement is for a 50% annual property tax rebate for ten years.

Agenda Item Summary

This amendment changes the following:

- Reduces the square footage requirement of the facility to 67,000 from 75,000 based on changes the applicant had to address for their Hilton brand requirements.
- Extends the requirement to receive a building permit by two months when it originally was required in six months, which is also due to delays with final design for the Hilton brand that reduced the square footage
- Removes requirement for a sidewalk between the hotel tract and Big Texan. The applicant has confirmed with TxDOT that they plan to install sidewalks as part of the interstate construction work currently underway in the area.

This project is for a hotel, Home2 Suites by Hilton. There will be 67,000 +/- square feet of hotel construction on 2.6 acres of land. The 4-story facility will include 97 suites featuring kitchens with refrigerators, microwaves, and dishwashers. The hotel will also have a business center, outdoor patio, workout room, with a swimming pool and hot tub. Total construction cost will be over 9 million and will create 25 full time jobs.

The approved incentive is for a 50% property tax rebate above the 2019 base year, for a total of ten years.

Requested Action

Approve as presented. This was approved unanimously by the TIRZ #2 board during their December 20, 2018 Board meeting. It was also presented to the Potter County Commissioners for comment on January 14, 2019. City Council approved the agreement on January 15, 2019. TIRZ #2 Board approved the amendment during their meeting on July 18, 2019.

Funding Summary

Funding for this incentive is provided through the TIRZ #2 budget, and with this being a reimbursement the property owner must pay their annual taxes before receiving a reimbursement in June of the following year. Rebates would not begin until the project is completed and fully on the tax rolls for two years.

Community Engagement Summary

Public TIRZ Board meetings held on December 20, 2018 and July 18, 2019.

Staff Recommendation

Staff recommends approval as presented.

**DEVELOPER AGREEMENT AMENDMENT NO. 1
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 Route 66 Amarillo, LLC (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 approved Tax Increment Financing Reinvestment Zone Number Two, City of Amarillo, Texas, Project and Financing Plan (the "Plan") and certain amendments to Ordinance No. 7627;

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 includes 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 originally approved for TIRZ participation by the Amarillo City Council on January 15, 2019 and amended on August 6, 2019. _____;

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 is under contract to purchase certain real property (the "Property"), which is within the city limits of Amarillo and the boundaries of the Zone. The Property is specifically described in Exhibit A.

Section 2. Project & Financing

The project involves development of a 67,000 square foot building on a vacant lot located at 7775 E. IH 40 into a hotel (the "Private Improvements"), which are more particularly described on Exhibit B.

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 not intended to reimburse Developer for all of its costs incurred in connection with performing its obligations under this Agreement.

Section 3. TIF Participation: partial reimbursement of tax increment

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, Zone agrees to provide: annual reimbursement to Developer of fifty percent (50%) reimbursement of the annual ad valorem tax increment from participating taxing entities that is generated by the Property's ad valorem tax revenue for a term not to exceed ten (10) years after the terms stated herein. The reimbursement is contingent upon: (i) a building permit issued within two months of City Council approval of developer agreement amendment no. 1; (ii) certificate of occupancy received within two years of building permit issuance.

Reimbursements will start on the second fully valued tax year following project completion. The term "tax increment" means the difference in tax revenue on the Property between the year in which City approved this Agreement and January 1 of each subsequent tax year during the term of this Agreement.

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 in annual installments in June of each year, provided all information demonstrating current taxes have been paid on the Property and that any other prerequisites stated in this Agreement have been satisfied.

During each fiscal year for the term of this Agreement, payment of the annual installment to Developer shall have priority for reimbursement over all other Zone expenditures subject only to (i) preexisting debt service and (ii) any pre-existing annual expenditures required to be made pursuant to other Developer Agreements prior in time to this Agreement.

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 reimbursed under this Agreement at any given time. If City in its sole discretion issues Tax Increment Funds Bonds to pay for previous and 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 ten years after commencement of reimbursements; 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 thought 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 Planning and Development
Services Department
808 S. Buchanan
Amarillo TX 79101
Fax: 806/378-9388

If intended for Developer, to:

Route 66 Amarillo, LLC
Dipakkumar Patel, Managing Member
12 Western Plaza Drive
Amarillo, TX 79109

Copy to:

Office of the City Attorney
601 S. Buchanan, Ste. 207
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

Route 66 Amarillo, LLC

By: _____ Date _____
 Mercy Murguia _____
 Board Chair _____

By: Dipakkumar Patel Date _____
Managing Member

CITY OF AMARILO, TEXAS

APPROVED AS TO FORM FOR CITY &
ZONE

By: _____ Date _____
Jared Miller
City Manager

By: _____ Date _____
Bryan McWilliams
City Attorney

Attachments that are part of this Agreement:

Exhibit A Site description & map

Exhibit B Private Property Improvement

[illegible]

7775 Interstate 40 and legally described as:

Page 6 of 7

EXHIBIT B
PRIVATE PROPERTY IMPROVEMENT

SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED

Developer promises to redevelop the lot, resulting in the following improvements to the Property described in Exhibit A:

Business/Land Use	67,000 square foot hotel
Other improvements	Site, and public right-of-way improvements

SECTION 2. FINANCIAL ANALYSIS

Analysis indicates the financial feasibility of the Project is negatively affected due to the scope of the Project with additional streetscape elements included and location within the zone versus elsewhere in the City of Amarillo. The proposed assistance will encourage and support the Project and is consistent with the goals of the Zone. Making grants and 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 reimburse Developer 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

As conditions precedent to the Zone making any payment from the TIF to Developer, the Developer must:

- Secure not less than \$9,000,000 in private investment for the Project on the Property.
- Comply with all terms, conditions, and obligations of this Exhibit B and the Agreement to which it is attached.
- Obtain an issued building permit for the building within two months after City Council approval of developer agreement amendment no. 1
- Obtain a Certificate of Occupancy for the building within two years after building permit issuance.
- Anticipate the first reimbursement no earlier than June 1, 2024 based on 2023 property tax statements depending on project completion date. There will be no reimbursement until a Certificate of Occupancy is issued, all taxes on the Property are paid to current, and all other conditions of this exhibit and the Agreement are satisfied.

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	N/A
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Department	Information Technology
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Agenda Caption

Award – Solid Border

Hardware Maintenance -- \$222,560.00

This purchase renews annual vendor-provided support and maintenance security systems utilized by all City departments.

Agenda Item Summary

This is a recurring annual agreement to receive support and upgrade entitlements for licenses already owned and operated by the City.

Requested Action

Approval of award to Solid Border in the amount of \$222,560.00

Funding Summary

Funding is available in Information Technology account 62032.69300.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Opened 4:00 p.m. July 15, 2019

SOLID BORDER

30,940.00

30,940.00

30,940.00

30,940.00

Line 5 Premium Support Renewal, per specifications

2 ea

Unit Price

\$19,552.000

Extended Price

39,104.00

Line 6 Threat Prevention Subscription
Renewal PA-820, per specifications

2 ea

Unit Price

\$604.000

Extended Price

1,208.00

Line 7 PANDB URL Filtering Subscription
Renwal PA-820, per specifications

2 ea

Unit Price

\$604.000

Extended Price

1,208.00

Line 8 Wildfire Subscription Renewal PA-
820, per specifications

2 ea

Unit Price

\$604.000

Extended Price

1,208.00

Line 9 Premium Support Year 1 Renewal
PA-820, per specifications

2 ea

Unit Price

\$687.000

Extended Price

1,374.00

Line 10 Threat Prevention Subscription
Renewal PA-220, per specifications

2 ea		
Unit Price	\$170.000	
Extended Price		340.00

Line 11 PANDB URL Filtering Subscription
Renewal PA-220, per specifications

2 ea		
Unit Price	\$170.000	
Extended Price		340.00

Line 12 Wildfire Subscription Renewal PA-
220, per specifications

2 ea		
Unit Price	\$170.000	
Extended Price		340.00

Line 13 Premium Support Renewal PA-
220, per specifications

4 ea		
Unit Price	\$150.000	
Extended Price		600.00

Line 14 Premium Support Renewal
Panorama M-100, per specifications

1 ea		
Unit Price	\$5,264.000	
Extended Price		5,264.00

Line 15 Threat Prevention Renewal PA-500, per specifications

2 ea

Unit Price

\$765.000

Extended Price

1,530.00

Line 16 PANDB URL Filtering Subscription Renewal PA-500, per specifications

2 ea

Unit Price

\$765.000

Extended Price

1,530.00

Line 17 Wildfire Subscription Renewal PA-500, per specifications

2 ea

Unit Price

\$765.000

Extended Price

1,530.00

Line 18 Premium Support Renewal PA-500, per specifications

2 ea

Unit Price

\$676.000

Extended Price

1,352.00

Line 19 PA-220 Lab Unit Renewal Service Bundle, per specifications

2 ea

Unit Price

\$115.000

Extended Price

230.00

Line 20 PA-200 Lab Unit Renewal Service
Bundle, per specifications

1 ea		
Unit Price	\$230.000	
Extended Price		230.00

Line 21 PA-820 Lab Unit Renewal Service
Bundle, per specifications

1 ea		
Unit Price	\$460.000	
Extended Price		460.00

Line 22 Threat Prevention Subscription
Renewal PA-200, per specifications

29 ea		
Unit Price	\$340.000	
Extended Price		9,860.00

Line 23 PANDB URL Filtering Subscription
Renewal PA-200, per specifications

29 ea		
Unit Price	\$340.000	
Extended Price		9,860.00

Line 24 Wildfire Subscription Renewal PA-
200, per specifications

29 ea		
Unit Price	\$340.000	
Extended Price		9,860.00

Line 25 Premium Support Renewal PA-200, per specifications

29 ea

Unit Price

\$300.000

Extended Price

8,700.00

Line 26 Threat Prevention Subscription Renewal PA-220, per specifications

4 ea

Unit Price

\$172.000

Extended Price

688.00

Line 27 PANDB URL Filtering Subscription Renewal PA-220, per specifications

4 ea

Unit Price

\$172.000

Extended Price

688.00

Line 28 Wildfire Subscription Renewal PA-220, per specifications

4 ea

Unit Price

\$172.000

Extended Price

688.00

Line 29 Premium Support Renewal PA-220, per specifications

4 ea

Unit Price

\$152.000

Extended Price

608.00

Bid Total

222,560.00

Award by Vendor

222,560.00



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Civic Pride
Department	Parks & Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDER APPROVAL – PURCHASE OF TOP DRESS SAND
(Contact: Michael Kashuba, Director of Parks and Recreation)
Annual purchase of Top Dress Sand for Park Maintenance and Golf Divisions to top dress and level Athletic Fields, Sports Complexes and Golf Courses. (Bid Number 6476 – Top Dress Sand).

Agenda Item Summary

Annual purchase of Top Dress Sand for Park Maintenance and Golf Divisions to top dress and level Athletic Fields, Sports Complexes and Golf Courses.

This item only received one bid. All specifications have been met. The last purchase of Top Dress Sand was in budget year 2017-18 for a cost of \$14.23 per ton. The new cost of \$19.75 represents a 38% increase from the previous purchase.

Requested Action

Approval of award to the Rogers Group in the total amount of \$59,250 or \$19.75 per ton.

Funding Summary

Funding is available in the following accounts:
1861.68316 (R&M – Sand and Gravel)
1811.51450 (Botanical/Agriculture)

Community Engagement Summary

n/a

Staff Recommendation

Staff recommends approval of award.

Bid No. 6476 TOP DRESS SAND ANNUAL CONTRACT
Opened 4:00 p.m. June 13, 2019

To be awarded as one lot ROGERS GROUP

Line 1 Sand and Gravel, per
specifications

3,000 tn

Unit Price

\$19.750

Extended Price

59,250.00

Bid Total

59,250.00

Award by Vendor

59,250.00

M



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	8/6/2019	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas, P.E., City Engineer		

Agenda Caption

CONSIDER AWARD –BID # 6499
JOB # 523302 WATER TRANSMISSION PIPELINE RELOCATION AND WELL #425 ABANDONMENT FOR
TXDOT STATE LOOP 335 B2
Amarillo Utility Contractors, Inc. - \$1,503,358.00

Agenda Item Summary

This item is to consider award of the construction contract for the relocation of a 36-inch and 30-inch water transmission pipeline and the abandonment of a water production well in preparation for TXDOT’s construction of State Loop 335 B2 west of Soncy along Hollywood Road and south of I-40 along Helium Road. This project is being constructed in accordance with the previously approved Standard Utility Agreement U15496 between the City and TXDOT and is eligible for 100% cost reimbursement.

Requested Action

Consider approval and award to the lowest bidder, Amarillo Utility Contractors, Inc. - \$1,503,358.00

Funding Summary

Funding for this project is available in Project Number 523302.17400.1040

Community Engagement Summary

This project will have modest impact to the neighborhood as it will be performed at the same time and on the same site as the ongoing construction of State Loop 335 B2. Affected property owners have been engaged by City staff and will continue to be updated during construction by direct communication.

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 6499 WATER TRANSMISSION PIPELINE RELOCATION & WELL #425 ABANDONMENT FOR TXDOT STATE LOOP 335 B2
 Opened 4:00 p.m., July 11, 2019

To be awarded as one lot		AMARILLO UTILITY CONTRACTORS	MH CIVIL CONSTRUCTORS	SPIESS CONSTRUCTION
Line 1 Mobilization, per specifications				
1	Is			
	Unit Price	\$60,000.000	\$74,565.00	\$80,000.000
	Extended Price	60,000.00	74,565.00	80,000.00
Line 2 Revegetation, per specifications				
1	Is			
	Unit Price	\$15,000.000	\$2,000.00	\$5,000.000
	Extended Price	15,000.00	2,000.00	5,000.00
Line 2a Temporary Erosion, Sediment & Water Pollution Prevention & Controls, per specifications				
1	Is			
	Unit Price	\$6,000.000	\$3,000.00	\$10,000.000
	Extended Price	6,000.00	3,000.00	10,000.00
Line 1 36-inch PVC DR-25 Water Line by Open Cut, per specifications				
637	If			
	Unit Price	\$300.000	\$400.00	\$650.000
	Extended Price	191,100.00	254,800.00	414,050.00
Line 2 36-inch Fusible PVC DR-25 Water Line in 42-inch Casing by Bore, per specifications				
55	If			
	Unit Price	\$2,200.000	\$2,500.00	\$1,450.000
	Extended Price	121,000.00	137,500.00	79,750.00

To be awarded as one lot		AMARILLO UTILITY CONTRACTORS	MH CIVIL CONSTRUCTORS	SPIESS CONSTRUCTION
Line 3 36-inch Fusible PVC DR-25 Water Line in 42-inch Casing by Open Cut, per 263 lf				
	Unit Price	\$950.000	\$1,000.00	\$1,150.000
	Extended Price	249,850.00	263,000.00	302,450.00
Line 4 36-inch Existing Water Line Flowfill, per specifications 181 cy				
	Unit Price	\$200.000	\$100.00	\$155.000
	Extended Price	36,200.00	18,100.00	28,055.00
Line 5 Cut & Plug Existing 36-inch Water Line, per specifications 2 ea				
	Unit Price	\$2,000.000	\$2,000.00	\$10,000.000
	Extended Price	4,000.00	4,000.00	20,000.00
Line 6 30-inch PVC DR-25 Water Line by Open Cut, per specifications 389 lf				
	Unit Price	\$320.000	\$350.00	\$575.000
	Extended Price	124,480.00	136,150.00	223,675.00
Line 7 30-inch Fusible PVC DR-25 Water Line in 36-inch Casing in Bore, per specifications 101 lf				
	Unit Price	\$1,800.000	\$2,100.00	\$1,250.000
	Extended Price	181,800.00	212,100.00	126,250.00

To be awarded as one lot	AMARILLO UTILITY CONTRACTORS		MH CIVIL CONSTRUCTORS		SPIESS CONSTRUCTION		
Line 8 30-inch Fusible PVC DR-25 Water Line in 36-inch Casingby Open Cut, per specifications							
225 lf	Unit Price	\$800.000		\$925.00		\$1,100.000	
	Extended Price		180,000.00		208,125.00		247,500.00
Line 9 30-inch Existing Water Line Flowfill, per specifications							
94 cy	Unit Price	\$200.000		\$100.00		\$150.000	
	Extended Price		18,800.00		9,400.00		14,100.00
Line 10 Cut & Plug Existing 30-inch Water Line, per specifications							
2 ea	Unit Price	\$2,000.000		\$2,000.00		\$7,500.000	
	Extended Price		4,000.00		4,000.00		15,000.00
Line 11 2-inch Combination Air Valve, per specifications							
2 ea	Unit Price	\$50,000.000		\$35,000.00		\$17,500.000	
	Extended Price		100,000.00		70,000.00		35,000.00
Line 12 Combination Air Valve Concrete Vault, per specifications							
2 ea	Unit Price	\$6,500.000		\$11,000.00		\$15,000.000	
	Extended Price		13,000.00		22,000.00		30,000.00
Line 13 Connection to Existing 36-inch Water Line, per specifications							
2 ea	Unit Price	\$30,000.000		\$29,000.00		\$15,000.000	
	Extended Price		60,000.00		58,000.00		30,000.00

To be awarded as one lot	AMARILLO UTILITY		MH CIVIL CONSTRUCTORS		SPIESS CONSTRUCTION	
CONTRACTORS						
Line 14 Connection to Existing 30-inch Water Line, per specifications						
2 ea						
Unit Price	\$18,000.000		\$12,000.00		\$15,000.000	
Extended Price		36,000.00		24,000.00		30,000.00
Line 15 Trench Safety, per specifications						
1,514 lf						
Unit Price	\$2.000		\$5.00		\$1.000	
Extended Price		3,028.00		7,570.00		1,514.00
Line 16 Demo Well #425 and Structure, per specifications						
1 ls						
Unit Price	\$11,000.000		\$27,500.00		\$35,000.000	
Extended Price		11,000.00		27,500.00		35,000.00
Line 17 Ductile Iron Fittings, per specifications						
2 ton						
Unit Price	\$35,000.000		\$25,000.00		\$500.000	
Extended Price		70,000.00		50,000.00		1,000.00
Line 18 Asphalt Repair, per specifications						
65 sy						
Unit Price	\$160.000		\$126.00		\$4,500.000	
Extended Price		10,400.00		8,190.00		292,500.00
Line 19 Salvage Electrical Equipment, per specifications						
1 ea						
Unit Price	\$5,200.000		\$500.00		\$2,500.000	
Extended Price		5,200.00		500.00		2,500.00

To be awarded as one lot		AMARILLO UTILITY	MH CIVIL CONSTRUCTORS	SPIESS CONSTRUCTION
		CONTRACTORS		
Line 20 Salvage Wellhead Piping and Pump, per specifications				
1 ea				
Unit Price	\$2,500.000		\$500.00	\$5,000.000
Extended Price		2,500.00	500.00	5,000.00
Bid Total		1,503,358.00	1,595,000.00	2,028,344.00
Award by Vendor		1,503,358.00		



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Fiscal Responsibility, Best Practices, Customer Service
Department	Public Works / Fleet Services		
Contact	Jason Jupe, Fleet Services Assistant Superintendent		

Agenda Caption

CONSIDER: Purchase of various Police, administrative, ½ ton Pick-ups, ¾ & 1ton light trucks with service bodies, cargo vans and dump beds. Bid # 6464
Four Stars DCJR - \$429,986.00
Rockdale Country Ford - \$168,640.00
Gene Messer Ford - \$159,558.00
Randall Reed’s Prestige Ford - \$79,350.00

Total Award - \$837,534.00

Agenda Item Summary

Scheduled replacements, upgrades, and additions of multiple vehicles to be used by Police, Animal Management & Welfare, Utilities Office, Rehab Support, Hollywood Rd. Waste Water Treatment, Park Maintenance, Street Department, Laboratory Administration, Building Safety, Traffic Field Operations, Surface Water Treatment, Water Production, CP&DE , Environmental Health, Facilities Maintenance and Waste Water Collection. Replacement vehicles have reached or exceeded life cycle. These vehicles will be used in the daily operational requirements of divisions listed.

Requested Action

Recommend approval to various vendors as listed on Bid Evaluation and Recommendation Form.

Funding Summary

Funding for this purchase will be from 61110.84100 Fleet Services Auto Rolling Stock Fund.
Sufficient funds are available in the Fleet Services Fund to cover the total cost of \$837,534.00.

Community Engagement Summary

This bid was a competitive bid sent out to 45 vendors.

Staff Recommendation

Staff recommends approval to purchase replacement vehicles, upgrades and additions.

To be awarded as one lot	FOUR STARS DCJR	GENE MESSER FORD	ROCKDALE COUNTRY FORD	RANDALL REED'S PRESTIGE FORD	FOUR STARS FORD	SOUTHWEST FORD	GRAPEVINE DCJ LLC	CALDWELL COUNTRY CHEVROLET
Line 9 1 Ton Truck w/ Dual Rear Wheels, Crew Cab w/ Bench Seats, per specifications								
1 ea								
Unit Price			\$40,225.000	✓ \$39,880.000	\$41,002.000	\$46,004.750		
Extended Price	-	-	40,225.00	39,880.00	41,002.00	46,004.75	-	-
BID 2020 MODEL YEAR MANUFACTURER DATE NOV-180 DAYS MIN								
Line 10 1 Ton Truck w/Dual Wheels on Rear, w/Curb Side Service Body, per specifications								
1 ea								
Unit Price			\$36,275.000	✓ \$35,500.000	\$37,033.000	\$39,508.000		
Extended Price	-	-	36,275.00	35,500.00	37,033.00	39,508.00	-	-
BID 2020 MODEL YEAR MANUFACTURER DATE NOV-180 DAYS MIN								
Line 11 1 Ton Truck, Single Rear Wheels, per specifications								
1 ea								
Unit Price		\$39,254.000	✓ \$40,475.000	\$40,850.000	\$40,515.000	\$46,137.000		
Extended Price	-	39,254.00	40,475.00	40,850.00	40,515.00	46,137.00	-	-
Line 12 6000 GVW Cargo Van, Prefer Mid Roof Only, per specifications								
1 ea								
Unit Price			\$27,935.000	✓ \$28,330.000		\$35,004.480		
Extended Price	-	-	27,935.00	28,330.00	-	35,004.48	-	-
Line 13 Ford Expedition Only, per specifications								
1 ea								
Unit Price		\$37,007.000	✓ \$38,335.000	\$37,800.000	\$38,556.000	\$41,262.000		
Extended Price	-	37,007.00	38,335.00	37,800.00	38,556.00	41,262.00	-	-
Line 14 F-150 XL Super Crew 4 Door, XL Trim, per specifications								
1 ea								
Unit Price			\$31,920.000	\$31,450.000	✓ \$31,644.000	\$36,799.000		
Extended Price	-	-	31,920.00	31,450.00	31,644.00	36,799.00	-	-
Bid Total	429,986.00	705,420.00	901,235.00	896,480.00	827,100.00	1,086,214.00	451,836.00	475,590.00
Award by Vendor	429,986.00	159,558.00	168,640.00	79,350.00				

Amarillo City Council

Agenda Transmittal Memo



A

Meeting Date	August 6, 2019	Council Priority	Economic Development
Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services

Agenda Caption
CONSIDER APPROVAL – SALE OF CITY OWNED PROPERTY – TO NORTH HEIGHTS LINEN SERVICE, LLC, 3.75 +/- ACRES OF LAND LOCATED AT 601 WEST AMARILLO BOULEVARD:
This item authorizes the City Manager to execute a contract and other necessary documents for the sale of 3.75 +/- acres of land located at 601 W. Amarillo Boulevard. The sales price for this property is \$210,800 minus closing costs.

Agenda Item Summary
This agenda item is to consider the sale of the old Inn of Amarillo property located at 601 West Amarillo Boulevard to the North Heights Linen Service, LLC (NHLS). City staff was approached by members of the NHLS board regarding availability of the site for a future healthcare laundry facility to serve the linen needs of local and regional healthcare facilities. This item is in conjunction with the Chapter 380 Agreement also on the City Council agenda. The terms for this sale include a sales price of \$210,800 payable in 10 years at zero percent interest as part of an economic development incentive to encourage the laundry facility to be developed at this location. Benefits of this project include: • Initial employment of 40 full-time employees, with plans to grow to 100. • New sales tax collections for the city on a service currently not available locally. • Development of a \$5 million facility within the North Heights neighborhood plan boundary that would encourage employment of nearby residents for the new jobs. Utilizing a worker owned cooperative business model. • Meets neighborhood plan goal of encouraging greater economic diversity and growth in quality jobs while building on local strengths through the strategy of encouraging economic development by approving specific incentives for the North Heights Neighborhood. • Will provide enhanced services to our local and regional hospitals that is currently not available to them. Hospitals have been required to transport linens long distance for other healthcare standard laundry services. • Support of a local group of citizens that developed this idea to meet a local need • Will get the Inn of Amarillo property back on the tax rolls after being off for the last few years.

Requested Action
Approve as presented.
Funding Summary
N/A
Community Engagement Summary
Both the St. Anthony's Legacy and Redevelopment Corporation and North Heights Advisory Association have been involved in this proposal; with both having members who sit on the NHLS Board.
Staff Recommendation
Staff recommends approval as presented.

7/26/19-mwn

CONTRACT FOR SALE

DATE: _____, 2019

SELLER: City of Amarillo, Texas

ADDRESS: 601 S. Buchanan St.
Amarillo, Texas 79101

BUYER: North Heights Linen Service LLC

ADDRESS: 3505 S. Georgia St.
Amarillo, Texas

PROPERTY & TITLE:

Fee simple title to the property located at 601 W. Amarillo Blvd., Amarillo, Potter County, Texas, together with all buildings, improvements and fixtures and being further described as that certain parcel of land being the ENTIRE BLOCK 211 PLUS, VAC ALLEY PLUS LOTS 6 THRU 11, BLK 150 PLUS VACATED STREET, IN GLIDDEN & SANBORN SUBDIVISION, IN THE CITY OF AMARILLO, IN POTTER COUNTY, TEXAS

PURCHASE PRICE: TWO HUNDRED TEN THOUSAND EIGHT HUNDRED DOLLARS (\$210,800.00)

CLOSING: On or before six (6) months as described in Feasibility Period. Time is of the essence, subject to the Feasibility Period.

TITLE: Seller will furnish a Special Warranty Deed. Buyer may close directly with Seller or obtain a Title Commitment issued by a title company of its choice and a survey.

CURING
OBJECTIONS
TO TITLE:

If Buyer obtains a title commitment, it shall notify Seller of its objections to title no later than fourteen (14) days following receipt of the Title Commitment. Seller will have a reasonable time to cure objections to title, if any, but a curative requirement that extends the closing date for longer than ten (10) days shall require an amendment to this Contract setting a specific closing date. In the event Seller fails to cure such objections before closing, as extended, Buyer, at its sole discretion, may either (i) accept title and proceed to closing or (ii) terminate this Contract and recover the Escrow Funds.

Notwithstanding the foregoing, Seller shall be obligated to discharge, at or prior to Closing: (i) any mortgage, deed of trust, financing statement, collateral assignment of leases or similar monetary encumbrance voluntarily placed against the Property by Seller; or (ii) a judgment, attachment, tax lien or similar involuntary lien against Seller's interest in the Property. If a title defect consists of a mechanic's lien or similar against Seller's interest in the Property or right to such a lien resulting from work commenced prior to the Closing, Seller shall be obligated to

pay the underlying obligation and discharge the lien of record at or prior to the Closing. If Seller wishes to contest the mechanic's lien, Seller shall cause such mechanic's lien to be bonded so that it is canceled and released or record pursuant to applicable law.

**BREACH OF
CONTRACT:**

Should either party fail to comply with this Contract, the party willing to perform may either enforce specific performance or terminate this Contract, at its option. In the event Buyer fails to comply with this Contract, Seller will be entitled, as its sole remedy, to terminate the Contract and retain the Escrow Funds as liquidated damages in full satisfaction of any claims against Buyer. In the event Seller fails to comply with this Contract, Buyer will be entitled to terminate this Contract and receive back the Escrow Funds; waive default and close; or enforce specific performance.

**PROPERTY
EXAMINATIONS:**

Upon execution of this Contract, Buyer, its agents, and its employees, shall have the right, at any reasonable time and from time to time, prior to closing, to enter upon the Property at their own expense and risk for the purpose of inspecting, studying and assessing the Property, including all improvements, equipment and fixtures. Inspections, studies and assessments may include, but are not limited to, physical property inspections (e.g. mechanical, structural, electrical, and plumbing), environmental assessments (e.g. soil, paint, asbestos, other testing) and engineering studies.

Buyer shall leave the Property in substantially the same condition as existed at the time of entry upon the Property by Buyer or its agents or employees and shall, to the extent allowed by law, hold Seller, and its partners, members, employees and agents, harmless from and against any claim, cause of action, lawsuit, damage, liability, loss, cost or expense (including, without limitation, attorneys' fees) arising out of any such entry by Buyer or its agents or employees or out of any such inspections, tests or surveys conducted by Buyer or its agents or employees. Prior to any entry upon the Property, Buyer shall, or shall cause its agents or employees to notify Seller in advance as to when they will be on the property.

**FEASIBILITY
PERIOD AND
TERMINATION
FEE:**

Not later than the 6 month anniversary after signing this contract Buyer may either (i) give notice to Seller of Buyer's intent to proceed to closing or (ii) terminate this Contract for any reason by providing Seller written notice of termination accompanied by a payment of \$2,500.00 to Seller for lost marketing opportunity and its costs incurred in preparing for closing. Notwithstanding any other provision or representation in this contract, Buyer understands that this transaction is subject to final approval by the Amarillo City Council

CLOSING COSTS: The following items shall be prorated as of 11:59 p.m. the day prior to the date of Closing:

- a. All general taxes (including without limitation, real and personal property taxes), excluding special assessments and special assessment liens (collectively "Taxes"). Taxes to be prorated shall

be prorated on the basis of the most recent tax bill or other verifiable information available. All pro-rations shall constitute a final settlement between the parties; provided, however, if after Closing any errors are determined to have been made in the pro-rations, such errors will be promptly adjusted by the parties.

- b. All other costs or expenses in connection with the transactions contemplated by this Contract for Title Company's fees, Title policy premium, survey, and recording costs for the conveyance documents shall be paid by Buyer. Buyer and Seller shall each pay its own legal fees and other incidental expenses incurred in connection with the transactions contemplated by this Contract.

WARRANTIES: Neither Seller, nor any agent, other representative or broker has made, makes or has authorized anyone to make, any warranty or representation as to the present or future physical condition, development potential, zoning, building or land use law or compliance therewith, income generated by, or any other matter or thing pertaining to the Property. Buyer expressly acknowledges that no such warranty or representation has been made and that Buyer is not relying on any warranty or representation whatsoever other than as is expressly set forth in this Contract. **Buyer shall accept the Property "as is, where is and with all faults, liabilities and defects, latent or otherwise, known or unknown" and in its condition on the date of Closing subject only to the express provisions of this Contract.**

- SPECIAL
CONDITIONS:
- 1) This Contract for Sale is subject to the approval of the Amarillo City Council.
 - 2) Seller will provide Buyer for its review all environmental history and studies of the Property in its possession, if any, including, but not limited to, any Underground Storage Tank records, closure letters, asbestos surveys etc. Buyer can obtain its own Phase I environmental study of the Property.
 - 3) Seller will provide Buyer with copies of all agreements and documents, if any, relating to or which may relate to or affect the Property.
 - 4) Seller warrants and represents that there are no legal actions, suits, or other legal or administrative proceedings pending or threatened, which affect the Property or any portion thereof.
 - 5) Buyer shall afford Seller the right of prior review and approval of the exterior appearance of all structures that may be erected on the Property at any time during the first ten years after closing. This clause survives closing.

HAZARDOUS
BUILDING
MATERIALS:

BUYER IS ADVISED THAT PREVIOUS IMPROVEMENTS ON THE PROPERTY MAY HAVE CONTAINED LEAD PAINT, ASBESTOS, OR OTHER HAZARDOUS MATERIAL, BUT TO BEST OF SELLER'S KNOWLEDGE, SUCH HAZARDS WERE PROPERLY ABATED UPON THE DEMOLITION OF SUCH STRUCTURE(S).

MISCELLANEOUS: This Contract and any Exhibit attached hereto contain the entire understanding of the parties as to the subject matter described herein. This Contract and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Texas. This Contract may not be changed orally but only by an instrument in writing signed by both parties. The failure of any party to exercise any right or power given hereunder, or to insist upon strict compliance by the other party with its obligations as set forth herein, shall not constitute a waiver by such party of its rights to demand strict compliance with the terms and provisions of this Contract. Titles and captions have been inserted for convenience only and in no way define, limit, extend, or describe the scope of intent of this Contract. If either party shall bring suit against the other as a result of an alleged breach or failure by the other party to perform any obligations under this Contract or shall seek declaratory relief with respect to any provision hereof, then the prevailing party in such action shall, in addition to any other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both trial and appellate levels.

Each signatory warrants that he/she is duly and legally authorized to accept the above terms of sale and to execute this Contract on behalf of his/her entity.

NOTICES: All notices required herein shall be in writing and shall be sufficient if delivered personally, by overnight courier, or by certificated United States mail, return receipt requested, postage prepaid, addressed as described below or to such other address as they party concerned by substitute by written notice to the other as provided herein. All notices given by mail shall be deemed to be received upon (i) the date of personal delivery, (ii) the next business day after delivery to an overnight courier, or (iii) the second business day after mailing. Email is for convenience only and is not Notice:

To Buyer:

North Heights Linen Service, LLC
3505 S. Georgia St., Amarillo, Texas 79109 _____
Attention: _____
Telephone: _____
Email: _____

To Seller:

City of Amarillo
P.O. Box 1971, Amarillo TX 79105-1971
Attention: City Manager
Telephone: 806.378-3000
Facsimile: 806.378. _____
jared.miller@amarillo.gov

AGREEMENT: Seller agrees to sell, and Buyer agrees to purchase the Property for the Purchase Price which will be by a Promissory Note (secured by Deed of Trust lien and Special Warranty Deed with Vendor's Lien) to Seller at

closing and subject to the conditions expressed in this Contract and terms in those documents just mentioned.

COMMISSIONS: Neither party has used the series of a broker for this transaction, therefore no real estate commission will be paid by either party.

POSSESSION: Buyer shall take possession on date of closing.

ATTEST: **SELLER:**
CITY OF AMARILLO, TEXAS

By: _____
Frances Hibbs, City Secretary

By: _____
Jared Miller, City Manager

APPROVED AS TO FORM:

By: _____
Bryan S. McWilliams,
City Attorney

BUYER:
NORTH HEIGHTS LINEN SERVICE, LLC

By: _____
Manager or Managing Member

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Economic Development
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

PRESENTATION AND CONSIDERATION OF A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BETWEEN THE CITY OF AMARILLO AND NORTH HEIGHTS LINEN SERVICES, LLC:

This item considers approval of a Chapter 380 Economic Development Program Agreement between the City of Amarillo and North Heights Linen Service, LLC for the construction of a new healthcare laundry facility to be located at 601 W. Amarillo Boulevard.

Agenda Item Summary

This agenda item is to consider a Chapter 380 agreement with the North Heights Linen Service, LLC (NHLS) for the construction of a 25,000 square foot healthcare laundry facility to be located at 601 W. Amarillo Boulevard previously known as the Inn of Amarillo site. The project is estimated to cost \$5 million for the building and equipment in phase 1. NHLS is expected to hire as part of this 380 agreement 40 full-time employees over three years. With additional phases planned to ramp up operations that would include additional equipment and an estimated 60 additional full-time employees.

Through this 380 agreement, the City will rebate back 100% of ad valorem taxes over 5 years, estimated at \$75,000 based on an assessed value of \$4 million. The City has also included a zero percent interest sale of the city-owned land this project will be built on, payable over 10 years.

Benefits of this project include:

- Initial employment of 40 full-time employees, with plans to grow to 100.
- New sales tax collections for the city on a service currently not available locally.
- Development of a \$5 million facility within the North Heights neighborhood plan boundary that would encourage employment of nearby residents for the new jobs. Utilizing a worker owned cooperative business model.
- Meets neighborhood plan goal of encouraging greater economic diversity and growth in quality jobs while building on local strengths through the strategy of encouraging economic development by approving specific incentives for the North Heights Neighborhood.
- Will provide enhanced services to our local and regional hospitals that is currently not available to them. Hospitals have been required to transport linens long distance for other healthcare standard laundry services.
- Support of a local group of citizens that developed this idea to meet a local need
- Will get the Inn of Amarillo property back on the tax rolls after being off for the last few years.

Requested Action

Approve as presented.

Funding Summary

Funding would be provided through rebates of property taxes paid by the NHLS, which could be approximately \$75,000 over the five-year term based on Potter-Randall County Appraisal District assessed values for the property and equipment.

Community Engagement Summary

Both the St. Anthony's Legacy and Redevelopment Corporation and North Heights Advisory Association have been involved in this proposal; with both having members who sit on the NHLS Board.

Staff Recommendation

Staff recommends approval as presented.

**CITY OF AMARILLO, TEXAS
AND
NORTH HEIGHTS LINEN SERVICE, LLC**

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT**

This CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF AMARILLO, TEXAS, a Texas home rule municipality ("City"), and NORTH HEIGHTS LINEN SERVICE, LLC ("Company"), a Texas limited liability company, each of which may be singularly referred to as "Party" and jointly referred to as "Parties," for the purposes and considerations stated below.

WHEREAS, the Company has applied to the City for financial assistance to construct a new commercial building for the purpose of establishing a new healthcare laundry facility to service local and regional linen needs ("Facility" or "Project"); and

WHEREAS, the City has the authority under Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to the Company to construct and develop the healthcare laundry facility on the north side of the City; and

WHEREAS, the City has determined that the Project should help to meet the North Heights Neighborhood Plan goal of encouraging greater economic diversity and growth in quality jobs while building on local strengths through the strategy of encouraging economic development by approving specific economic incentives for the North Heights neighborhood; and

WHEREAS, the City has entered into an agreement to sell city-owned property located at 601 Amarillo Boulevard to incentivize and facilitate construction of this Facility in the North Heights neighborhood; and

WHEREAS, the City has also determined that a grant of funds to the Company will serve the public purpose of promoting local economic development, and stimulating business and commercial activity within the City, and creating and retaining jobs in a blighted area or area prone to blight conditions.

NOW THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. PROGRAM APPROVED.

The City Council of the City hereby establishes a Chapter 380 economic development program (the "Program") to facilitate the construction and development of the Facility and determines that this Agreement will effectuate the purposes of the Program, and that the Company's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City.

SECTION 3. TERM.

This Agreement shall be effective as of the Effective Date for a period of five (5) years and shall terminate when all terms and conditions of this Agreement have been fulfilled unless terminated earlier pursuant to the terms of this Agreement.

SECTION 4. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement:

"Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"City" means the City of Amarillo, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 601 S. Buchanan Street, Amarillo, Texas 79101.

"Company" means North Heights Linen Service, LLC, a Texas limited liability company, authorized to do business in Texas, whose address for the purposes of this Agreement is 3505 S. Georgia Street, Amarillo, Texas 79109.

"Facility" means the 25,000 +/- square foot building and 3.75 acres of land owned by the City but to be conveyed to Company, as described on Exhibits A & B.

"Effective Date" means the last date this Agreement is signed by either Party.

"Event of Default" means and includes any of the Events of Default set forth below in the section entitled "Events of Default."

"Force Majeure" means any act of God or the public enemy, war, riot, civil commotion, fire, explosion or flood, and strikes or other act beyond the reasonable control of the Parties, but not including lack of funds.

"Certificate of Occupancy" means an approval issued by the City after final inspection reflecting that construction of the Improvements has been completed in conformance with all appropriate City codes and requirements.

“Improvements” means the construction of a 25,000 +/- square foot healthcare laundry facility to be located in the North Heights Neighborhood Plan area, on a site described on EXHIBIT A, and pursuant to the Concept Plan attached hereto as Exhibit B, with a required minimum new investment in the Facility improvements of not less than Five Million Dollars (\$5,000,000.00).

“Program Grant” or “Program Grant Payment” means (i) the five economic development grants to be paid by the City to the Company in accordance with this Agreement; and (ii) the City making the Property available upon such loan terms as are separately stated in real estate documents.

“Property” means that real property on which the Improvements are to be located and being more particularly described on the attached Exhibit A.

“Property Tax increment” means the difference in the City ad valorem property tax revenue on the Property between the year in which this Agreement was approved (being 2019 and using the PRAD appraised value for that year as the base value) and January 1 of each subsequent tax year during the term of this Agreement.

“Property Taxes Paid” means the total amount of ad valorem property tax revenue paid to and received by the City for real and business personal property, generated by the Facility.

SECTION 5. OBLIGATIONS OF COMPANY.

The Company covenants and agrees with the City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(1) Property Purchase. During the first year of this Agreement, Company shall close with City on the purchase the Property from the City, in accordance with such terms and consideration as are stated in real estate documents. The consideration to be paid by Company to City for the Property shall be upon such installments and at zero percent interest as is further provided in the real estate transaction documents.

(2) Completion of Improvements. The Company agrees that it must receive a building permit and all necessary financing and governmental approvals no later than February 28, 2020; and Company further agrees that the Improvements (in the minimum amount of \$5,000,000.00) will be completed and receive a Certificate of Occupancy no later than February 28, 2021. If requested in writing by the Company, the City may extend these deadlines if, in the City’s reasonable discretion, the City determines that an extension is warranted upon (a) an event of Force Majeure that suspends construction of the Improvements for a period of time such as to prevent the Improvements from receiving the Certificate of Occupancy within the time specified above; (b) disruption due to construction of infrastructure improvements by the City for a period of time such as to prevent the Improvements from timely receiving the Certificate of Occupancy; or (c) Company and City mutually agree to one (1) extension period of not more than 90 days for the convenience of both parties. Failure or refusal to timely complete the Improvements as required by this Agreement, including the minimum capital investment,

shall be considered an Event of Default under this agreement.

(3) Jobs. Within 180 days following the opening of the Facility for business with the public, and continuing for the duration of this Agreement, the Company shall create and maintain a minimum of ten (10) employees with a payroll of \$250,000, a minimum of twenty-five (25) employees starting in Year 2 with a payroll of \$625,000, and a minimum of forty (40) employees starting in Year 3 with an annual payroll of not less than \$1,000,000.

(4) Performance. The Company agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between the Company and the City.

(5) Undocumented Workers. The Company certifies that the Company does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended, in carrying out its obligations under this Agreement. If during the Term of this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a (f), repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of the prime rate published in the *Wall Street Journal* plus two percent (2%) per annum, not later than the 120th day after the date the City notifies the Company of the violation (the "Appealable Rate").

(6) Taxes. During the term of the Agreement, the Company shall timely pay all ad valorem taxes and all other taxes and charges due by the Company to the City or other governmental entity (to the extent such is not being contested in good faith). Failure or refusal to do so shall constitute a default of this Agreement by the Company.

(7) Non-boycott/Non-terrorism Activities. Company agrees that it does not now, and will not during the term of this Agreement: (i) boycott Israel; and (ii) does not do business with persons or companies which are known to have contracts with or provide supplies or services to Iran, Sudan, or entities listed as a foreign terrorist organization on a list maintained by the Texas State Comptroller (unless such person or company is excluded from federal sanctions relating to Iran, Sudan, or any other foreign terrorist organization). This section is to assure compliance with Texas Government Code, Chapters 2270 and 2252, effective September 1, 2017.

SECTION 6. OBLIGATIONS OF CITY.

Program Grant Payments. During the first year of this Agreement, City shall make available to Company an interest free purchase money loan for the purchase of the Property. Further, upon verification of the Company's timely and proper performance of its Obligations in Section 5 of this Agreement, then City shall pay to the Company certain grants according to the following terms:

(1) The City will annually reimburse the Company One Hundred Percent (100%) of the annual Property Tax Increment from the property taxes received by the City from the Facility until the expiration or termination of this Agreement.

(2) The Program Grant Payment shall continue from year to year, subject to Company's continued performance, for a period of five (5) years commencing on the date the first Program Grant Payment is paid to the Company. It is anticipated that the first Program Grant Payment will be based on the 2021 property tax bill.

(3) The Company will furnish evidence reasonably satisfactory to the City, on or before March 1 following issuance of the Certificate of Occupancy for the Improvements, and on or before March 1 of each year thereafter during the Term of this Agreement, that there are no delinquent Property Taxes, City utility charges or fees, or Ad Valorem Taxes due and owing as to the Property and that all such taxes for the preceding year have been paid in full (to the extent such is not being contested in good faith). The City will thereafter within 30 days pay the Program Grant Payment to Company.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(1) Default. Failure of the Company or the City to comply with or to perform any term, obligation, covenant or condition contained in this Agreement or the related real estate documents, and the Company or the City fails to cure such failure within thirty (30) days after written notice from the City or the Company, as the case may be, describing such failure, or if such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if the Company or the City fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such failure.

(2) False Statements. Any written warranty, representation or statement made or furnished to the City by the Company, or the City to the Company under this Agreement or any document(s) related hereto furnished by the Company or the City to the receiving Party is/are false or misleading in any material respect, either now or at the time made or furnished, and the furnishing Party fails to cure same within thirty (30) days after written notice from the receiving Party describing the violation, or if such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if the furnishing Party fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if the furnishing Party obtains actual knowledge that any such warranty, representation or statement has become false or misleading after the time that it was made, and the furnishing Party fails to provide written notice to the receiving Party of the false or misleading nature of such warranty, representation or statement within ten (10) days after the furnishing Party learns of its false or misleading nature.

(3) Insolvency. The dissolution or termination of the Company's existence as a going business concern, the Company's insolvency, appointment of receiver for any part of the Company's property, any assignment of all or substantially all of the assets of the Company for the benefit of creditors of the Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Company unless, in the case of

involuntary proceedings, such proceedings are discharged within ninety (90) days after filing.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

(1) Notice and Remedies. In the event of default under this Agreement, including without limitation, Section 7, the non-defaulting Party shall give written notice to the defaulting Party of any default, and the defaulting Party shall have the period provided in Section 7 to cure said default. Should said default remain uncured as of the last day of the applicable cure period and the non-defaulting Party is not otherwise in default, the non-defaulting Party shall have the right to immediately terminate this Agreement. In the event the City terminates this Agreement as a result of the foregoing, it will have no further obligation to make any remaining Program Grant Payment, including that of the current year, nor the immediately preceding year. Additionally, the Company will immediately owe the City repayment of the previous Program Grant Payments made to the Company, plus interest at the rate of the prime rate per annum. The Company shall pay such funds to the City within sixty (60) days of termination. Notwithstanding any statement in this Section, a breach or default occurring under the terms of the separate real estate documents shall be addressed in accordance with the terms and provisions of those documents, not this Section 8.

(2) Damage Limitation. Under no circumstances shall the Company be liable to the City under this Agreement for damages in excess of the aggregate amount of funds paid by the City to the Company pursuant to this Agreement. Neither party shall be liable to the other for indirect, special or consequential damages except as provided for in Section 5.

SECTION 9. ADDITIONAL PROPERTY TAX PROVISIONS

The following additional Property Tax provisions are a part of this Agreement:

(1) Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts the City's ability to pay the Property Tax rebates herein provided or otherwise extracts or imposes any penalty or other restriction upon the calculation or payment of same, such rebate will be modified or cease as of the effective date of such limitation or restriction and be of no further force, effect or consequence in which event the City shall be under no further obligation to the Company as of the effective date of such limitation or restriction. However, the City and the Company agree to modify the rebate provided for herein to the extent permitted by such legislative or judicial action to the fullest extent then authorized without penalty or other restriction upon the City for the payment of same.

(2) Erroneously Paid Property Tax. In the event the City Council or a court of competent jurisdiction determines that any property taxes were erroneously overpaid or underpaid to the City, an appropriate credit or offset shall be applied against the next Program Grant Payment provided for herein. If there is not another Program Grant Payment remaining under this Agreement, then Company and City respectively promise to issue to the other any and all such payments or repayments as indicated in order to

balance the books for the erroneously paid property tax. Notification of any such required adjustment will be provided to the Company at the earliest practical date.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(1) Amendments. At any time, the City and the Company may amend this Agreement for the mutual benefit of the Parties, or for any other reason, including an amendment to induce the Company to continue development and commercial activities in the City when this Agreement could otherwise be terminated. The City and the Company agree to consider reasonable requests for amendments to this Agreement which may be made by either of the Parties hereto, lending institutions, bond counsel or financial consultants. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of both the City and the Company.

(2) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Potter County, Texas. Venue for any action arising under this Agreement shall lie in the state courts of appropriate jurisdiction in Potter County, Texas.

(3) Assignment. This Agreement may not be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(4) Binding Obligation. This Agreement shall become a binding obligation on the Parties upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The Company warrants and represents that the individual executing this Agreement on the Company's behalf has full authority to execute this Agreement and bind it to the same.

(5) Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(6) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(7) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment. Neither Party is relying on any statement, representation, or warranty of the other Party not expressly set out in this Agreement. Each of the undersigned authorized representatives of the Parties, warrants and represents

and does hereby state and represent that no promise or agreement which is not herein expressed has been made to him or her in executing this Agreement, and that neither of the signatories is relying upon any statement or representation of any agent of the Parties. Each Party is relying on his or her own judgment and each Party has been represented by independent counsel of its choosing. This Agreement shall not be construed against the drafter hereof, but shall be construed as if all Parties drafted the same.

(8) Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of Force Majeure, 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 obligation or requirement shall be extended for a period of time equal to the period such Party was delayed. This section does not affect the Company's obligations or the City's discretion described in Section 5(1).

(9) Further Acts and Releases. The City and the Company each agrees to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder.

(10) Governmental Powers: Waiver of Immunity. By execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities or rights.

(11) No Third Party Beneficiaries. The performance of the respective obligations of the City and the Company under this Agreement are not intended to benefit any Party other than the City or the Company, except as expressly provided otherwise herein. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

(12) Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by hand, or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, or (iii) upon deliver via a delivery service, Federal Express or any other nationally recognized overnight courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof, and addressed as follows:

If to Company: North Heights Linen Service, LLC
 3505 S. Georgia St. _____
 Amarillo, Texas 79109 _____
 ATTN: _____

With a copy to: _____

If to the City: City of Amarillo
601 S. Buchanan
Amarillo, Texas 79101
ATTN: City Manager

(13) Right of Offset. Notwithstanding the provisions of 9(2), the City may, at its option, after prior written notice and a 30 day period to cure, offset any amounts due and payable under this Agreement against any debt lawfully due and owing to the City from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt has been reduced to judgment by a court.

(14) Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

(15) Severability. The City and the Company declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms.

(16) Time is of the Essence. Time is of the essence in the performance of this Agreement.

(17) Attorneys' Fees. In the event that either Party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing Party in that action or proceeding shall be entitled to have and recover from the non-prevailing Party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing Party may suffer or incur in the pursuit or defense of such action or proceeding.

CITY OF AMARILLO, TEXAS

ATTEST:

By: _____
Jared Miller, City Manager

By: _____
Frances Hibbs, City Secretary

Date: _____

APPROVED AS TO FORM

By: _____
Bryan S. McWilliams, City Attorney

NORTH HEIGHTS LINEN SERVICE, LLC
a Texas limited liability company

By _____

Manager or Managing Member

Date: _____

Attachments: Exhibits A & B

EXHIBIT "A"

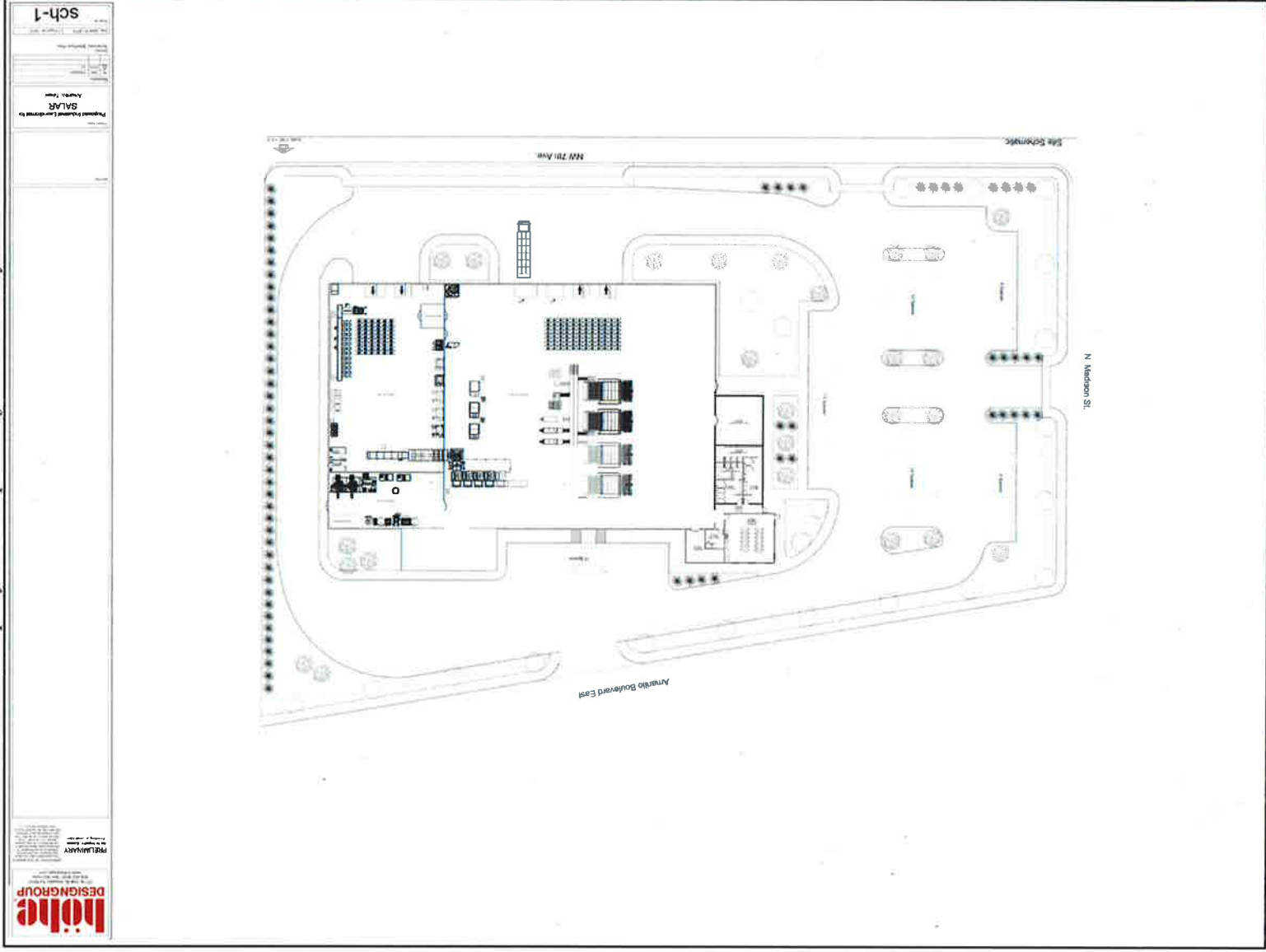
Legal Description of the Project/Facility

GLIDDEN & SANBORN, LOT BLOCK, ENTIRE
BLK 211 PLUS, VAC ALLEY PLUS 6 THRU 11,
BLK 150 PLUS VACATED, STREET,
A SUBDIVISION IN THE CITY OF AMARILLO,
POTTER COUNTY, TEXAS.

Common Address: 601 W. Amarillo Boulevard, Amarillo, TX 79107

EXHIBIT "B"

Company's Concept Plan for the Facility



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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Agenda Caption

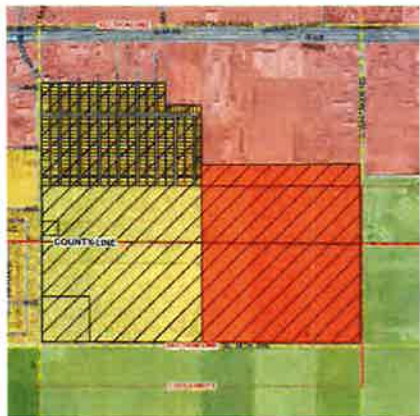
Public hearing to consider a proposed amendment to the 2010 Future Land Use and Character Map for land located in Section 107, Block 2, AB&M Survey, Potter and Randall County, Texas.

Vicinity: SE 34th Ave. and Whitaker Rd.

Agenda Item Summary

Local Government Code permits cities to adopt a comprehensive plan for the long- range development of a municipality. This was done by adoption of the Amarillo Comprehensive Plan in October of 2010. Within the Comprehensive Plan, a Future Land Use and Character Map is included. This map guides development within the City and by recommended land uses within a particular area of the City.

Recently, a request to rezone a portion of Section 107 was submitted for a commercial land use. This area is shown highlighted in red in the graphic below (rezoning case is to be considered on the agenda today::



Staff relayed to the applicant that the proposed land use was not consistent with the Future Land Use and Character Map's recommended land use (General Residential) nor with the current zoning (Residential District 1).

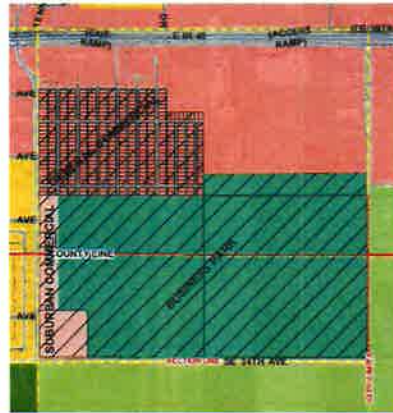
The applicant inquired about the process to amend the Future Land Use and Character Map in a manner that would support commercial development in the area. Staff responded that the request would need to go before the Planning and Zoning Commission and ultimately the Council for consideration.

When looking at a Future Land Use and Character Map amendment, staff's examines current land uses, zoning, and development plans. When doing so and although the Future Land Use and Character Map and zoning for the area both are for residential development, staff identified some key elements that signal, that in staff's opinion, residential land uses may not be the best land use for this area and that updating of the Future Land Use and Character Map is necessary.

This opinion is based on the following observations:

When analyzing the section as a whole (I-40 to SE 34th Ave and Eastern St. to Whitaker St.), approximately one-third of the section is currently zoned either Light or Heavy Commercial, which allows for commercial development.

As a result, staff prepared a general plan for amendment of the Future Land Use and Character Map that takes into account the existing conditions mentioned above, proposed development, and the established residential areas west of Eastern St. Below is the proposed map amendment designations for the area.



Business Park designation is being proposed due to staff's opinion that although commercial land uses may be appropriate for the area, given the relatively close proximity of residential land uses west of Eastern and the possibility of such being development southward, some commercial land uses may be too impactful for the area. Staff does not envision a business park developing such as Point West Business Park where offices and medical related uses are predominate nor one identical to Centerport Business Park where Heavy Industrial land uses are predominate. That said, a hybrid of the two are possible.

Suburban Commercial was strategically located adjacent to Eastern St. in an effort to buffer the residential neighborhood west of the right-of-way from the more intense commercial land uses possibly to develop in the Business Park area. Suburban Commercial recommended land uses are characterized as a range of commercial retail and service uses, at varying scales and intensities depending on the site.

Changes to the Comprehensive Plan do not require notification; however, in the interest of transparency, staff notified 209 area property owners in the affected area plus within 200 ft of the area informing them of an upcoming general information meeting. The informational meeting was held on Thursday, July 18, 2019 and staff was present to answer questions and discuss the proposal. At the meeting, three property owners were present after the presentation for the amendment proposed, none indicated opposition to the proposed changes. Of additional note, prior to the information meeting, staff fielded at least four calls from those notified. As with those present at the meeting, none of the property owners who called were in opposition to the proposed map amendment.

Requested Action/Recommendation

Considering the above, the Planning and Zoning Commission believed that the recommended amendment to the Future Land Use and Character Map was appropriate and recommended approval as presented.

ORDINANCE NO. 7798

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: AMENDING THE ADOPTED COMPREHENSIVE PLAN OF THE CITY OF AMARILLO, TEXAS BY MODIFYING THE FUTURE LAND USE AND CHARACTER MAP SPECIFICALLY FOR TRACTS OF LAND LOCATED IN THE SOUTHEAST AREA OF THE CITY NEAR THE INTERSECTION OF SOUTHEAST THIRTY-FOURTH AVENUE AND WHITAKER ROAD, IN SECTION 107, BLOCK 2, AB&M SURVEY, POTTER AND RANDALL COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Texas Local Government Code, Title 7, Subtitle A, Chapter 213, permits the governing body of a municipality to adopt a comprehensive plan for the long-range development of a municipality; and

WHEREAS, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010; and

WHEREAS, the City may subsequently amend a comprehensive plan by ordinance following a hearing at which the public is given the opportunity to give testimony and present written evidence and after the Planning and Zoning Commission reviews such consideration in accordance with Chapter 213 of the Texas Local Government Code; and

WHEREAS, as a result of changing conditions in the vicinity of Southeast 34th Avenue and Eastern Street since the initial plan adoption in 2010, the Planning Department staff conducted an analysis of this area, including a public informational meeting notifying properties in the affected area; and

WHEREAS, the Planning and Zoning Commission held a public hearing on July 22, 2019, to discuss the proposed aforementioned amendment and voted unanimously to recommend approval of this amendment to the City Council; and

WHEREAS, the City Council has considered Planning and Zoning's final recommendation and the Planning Department's report as well as held public hearings on such amendment, all as required by law; and

WHEREAS, the City Council hereby finds and determines it to be in the public's best interest to amend the City's Comprehensive Plan, which will promote the public's health, safety and general welfare.

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

SECTION 1. FINDINGS OF FACT. 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. MAP MODIFICATIONS. The Planning Director is authorized to make modifications to the Future Land Use and Character map component of the Amarillo Comprehensive Plan, as shown in the attached illustration, and encompassing

an area specifically for land tracts located in the Southeast area of the City near the intersection of Southeast Thirty-Fourth Avenue and Eastern Street in Section 107, Block 2, AB&M survey, Potter and Randall County, Texas, as shown in Exhibit A, attached hereto and incorporated herein.

SECTION 3. FUTURE APPLICATION. The City Council directs the City Manager and/or his designee to process rezoning applications in a matter consistent with the amended map adopted herein.

SECTION 4. SEVERABILITY. 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 5. REPEALER. All ordinances and resolutions or parts thereof that conflict with this Ordinance are hereby repealed, to the extent of such conflict.

SECTION 5. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall be published and 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 ____ day of August, 2019, and **PASSED** on Second and Final Reading on this the ____ day of August, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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Agenda Caption

Public hearing to consider an ordinance rezoning of a 174.51 acre tract of unplatted land in Section 107, Block 2, A.B.&M. Survey, Potter County and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Planned Development District 391 for Industrial Park Development.

Vicinity: SE 34th Ave. and Whitaker Rd.

Agenda Item Summary

Area Characteristics

Adjacent zoning consists of Light and Heavy Commercial zoning to the north, Residential District 1 and Light Commercial District to the west, Residential District 1 to the south, and is bounded by the current City Limits line to the east.

Adjacent land uses consist of vacant land to the north, west, and south and a trucking operation to the east.

Proposal

The applicant is requesting Planned Development in order to be allowed to develop a meat processing plant on the northern 60± acres of land of the 174 acre tract now being considered.

Analysis

This request is associated with the Future Land Use and Character Map item on the agenda for consideration. This particular tract is located within the western portion of the Business Park area proposed with the Future Land Use and Character Map amendment.

Taking into account reasoning for a Business Park designation, staff recommended that the applicant submit a request for Planned Development rezoning rather than Heavy Commercial or Light Industrial.

Staff was of the belief that by utilizing Planned Development zoning as tool that limits allowed land uses as well as provides some architectural standards, staff is better able to:

Align development characteristics that conform to a Business Park designation

Lessens any detrimental impacts on existing or potential residential development in the area.

Sets the manner in which future development westward is expected to develop within the remainder of the "Business Park" area considered previously.

Below are the core development standards proposed with the Planned Development rezoning request:

Allowed land uses are:

Those found in Office, General Retail, and Light Commercial Zoning Districts. Additional land use allowed are Meat Processing (no slaughter, butchering, or housing of live animals) Motor Freight Terminal, Animal Clinic (outside pens), Hauling or Storage Business (not sand and gravel), and Screened outdoor storage.

Prohibited land uses include:

Manufactured Home sales
Manufacture Home Park
Industrial Housing
Pawn Shop
Tattoo Shop
Animal Pound
Hatchery
Petroleum collecting and storage
Adult Business

Architectural standards:

Buildings that front upon Whitaker and/or SE 34th Ave shall have elevations that consist of no less than 25 percent brick or similar masonry product.

Miscellaneous:

All other development standards such as landscaping, signage, and screening shall conform to Heavy Commercial District standards.

Based on the above, Planning Commissioners were of the opinion that the adequate standards would be provided for that would not only protect existing or planned residential development in the area, but provide for appropriate infill development in an area of the City that has lacked development for several decades and one that in the Commission's opinion, has long transitioned from residential to one more commercial.

Requested Action/Recommendation

Staff notified all property owners within 200 feet of the rezoning request as required and as of this writing, no comments either for or against this request have been received.

Considering the above, the Planning and Zoning Commission believes the applicant's request is appropriate and recommended approval as presented.

ORDINANCE NO. 1799

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 WHITAKER ROAD AND SOUTHEAST THIRTY-FOURTH AVENUE, POTTER AND 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 174.51 acre tract of unplatted land in Section 107, Block 2, A.B.&M. Survey, Potter County and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Planned Development District 391 for Industrial Park Development, more specifically detailed in the attached document incorporated herein.

BEGINNING at a ½ inch iron rod found for the Southeast corner of said Section 107 and the Northwest corner of Section 89, same block, same being the Southeast and BEGINNING CORNER of this tract of land;

THENCE N. 69° 48' 21' W. 2640.19 feet along the South line of said Section 107 and the North line of Section 108, same block, as monumented on the ground to a 1 inch iron pipe found for the Southwest corner of this tract of land, same being the Southeast corner of the Southwest quarter of said Section 107 as monumented on the ground, also being the Southeast corner of a tract of land described in that certain instrument recorded in Volume 998, Page 572 of the Deed Records of Potter County, Texas;

THENCE N. 00° 14' 52' E. 2973.88 feet along the East line of the West half of Section 107 and the West line of the East half of Section 107, as monumented, to a concrete cylinder with brass cap stamped "CFL" found for the Northwest corner of this tract of land, same being the Southwest corner of Lot 1, Block 3, Memory Acres Unit No. 6, an addition to the City of Amarillo, Potter County, Texas according to the map or plat thereof, of record in Volume 1656, Page 253 of the Official Public Records of Potter County, Texas;

THENCE S. 89° 54' 00" E. (Base Line) at 520.09 feet pass a concrete cylinder with brass cap stamped "CFL" found for the Southeast corner of said Lot 1, Block 2, Memory Acres Unit No. 6 and the Southwest corner of a 73.26 acre tract of land described in that certain instrument recorded in Volume 1434, Page 830 of the Official Public Records of Potter County, Texas at 1499.64 feet pass at ½ inch iron rod with cap stamped "Dorsey" found for the Southeast corner of said 73.26 acre tract of land and the Southwest corner of a tract of land described in that certain instrument recorded in Volume 2035, Page 102 of the Official Public Records of Potter County, Texas at 2602.80 feet pass a ½ inch iron rod with cap stamped "Dorsey" found for the Southeast corner of a said tract of land described in that certain instrument recorded in Volume 2035, Page 102 for a total distance of 2640.20 feet to a point in the East line of said Section 107 and in the West line of Section 90, same block, and the Northeast corner of this tract of land;

THENCE S. 00° 14' 52" W. 2978.02 feet along the East line of said Section 107 and the West line of said Section 90 to the PLACE OF BEGINNING and containing 180.37 acres of land more or less, of which 5.68 acres more or less are in fenced Right-of-Way and 0.15 acres more or less in a Street Deed recording Volume 1755, Page 693, leaving a net acreage of 174.51 acres more or less.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas,
on First Reading on this the _____day of August, 2019 and PASSED on Second and
Final Reading on this the _____day of August, 2019.

Ginger Nelson, Mayor

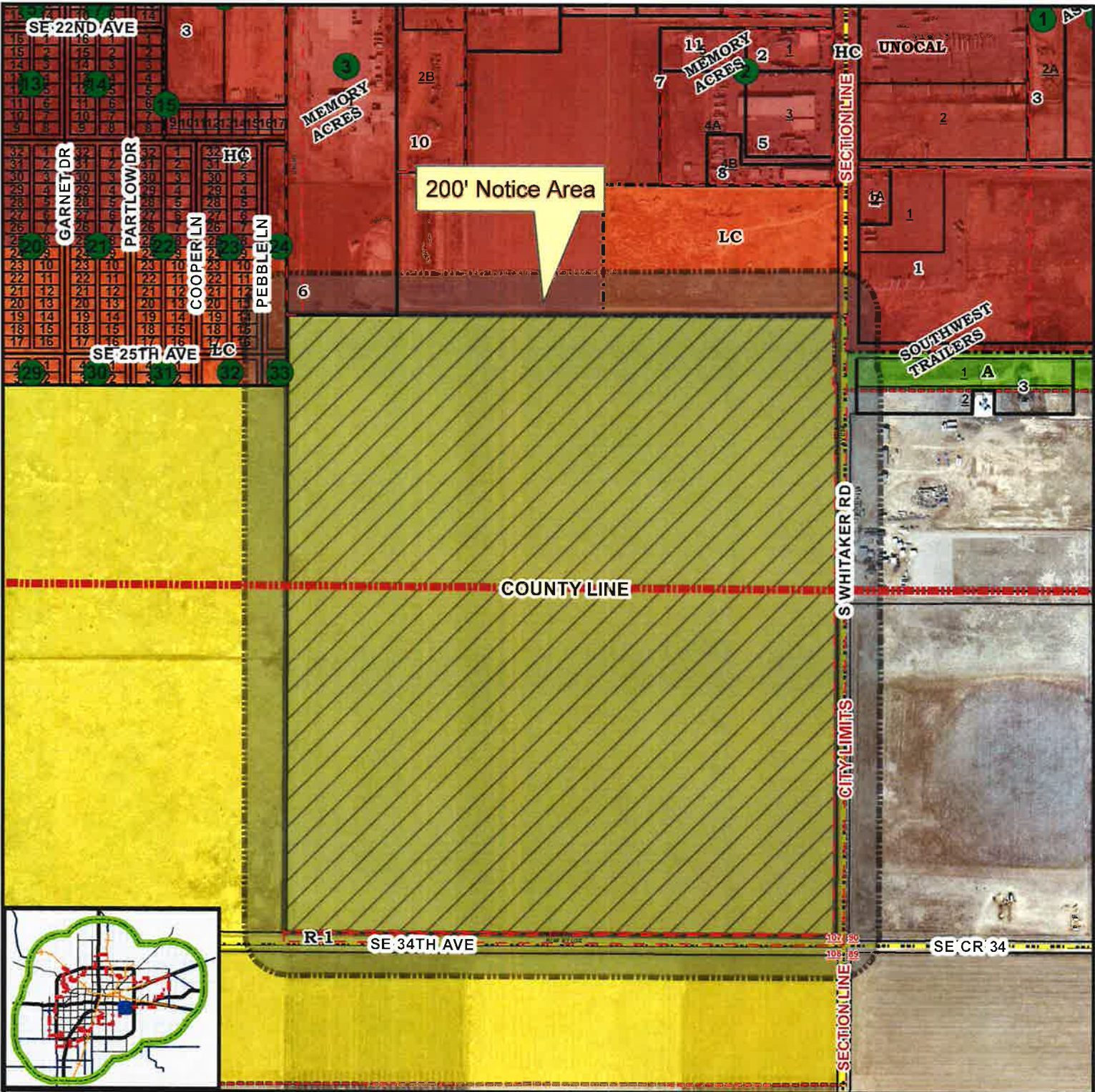
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM R-1 TO PD



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 650 feet
Date: 7/8/2019
Case No: Z-19-15



Z-19-15 Rezoning of a 174.51 acre tract of unplatted land in Section 107, Block 2, AB&M Survey, Potter County and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to a Planned Development District for Business and Industrial Park Development.

Vicinity: SE 34th Ave. & S. Whitaker Rd.

APPLICANT: Matt Griffith for Happy Again LP
Tax Account #: R-200-1070-4500.0, R-200-1070-4000.0,
R-200-1070-5000.0

AP: R13

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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Agenda Caption

Public hearing to consider an ordinance rezoning of the west half of Lot 2 and the east 30ft of Lot 3, Block 2, Daniels Subdivision Unit No. 1, in Section 9, Block 9, B.S.&F. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple-Family District 1 to General Retail District. (Vicinity: Western St. & Wolflin Ave.)

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Residential District 1 (R-1) to the north, General Retail (GR) to the east and south, and Multiple-Family District 1 (MF-1) to the west. Adjacent land uses consist of a multi-tenant shopping complex to the north, bakery to the east, McDonald’s to the south, and houses to the west.

Analysis

The applicant is requesting a change in zoning in order to develop the lot with a drive-thru lane for a pharmacy and a parking lot for additional parking for the tenants. Staff’s analysis of zoning change requests begins with referring to the Comprehensive Plan’s Future Land Use and Character Map, which identifies recommended future land uses. Additionally, staff considers what impact on area existing zoning and development patterns as well as its conformity to the Neighborhood Unit Concept (NUC) of development. This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which characterizes this tract of land as “General Commercial”.

The proposed use fits well within the type of future land use described in general commercial. One aspect worth mentioning is that both the Future Land Use and the current zoning presents a situation that deviates from the common practice found in the NUC. Wherein it has a potential for General Retail to be directly adjacent to R-1 to the north of the proposed lot. The NUC calls for a buffer to be placed between land uses that are more intense, such as GR, and residentially zoned development. That being said, we can require a screening fence to be placed between these two uses to mitigate and limit any adverse effects. The screening fence shall be a solid visual barrier not less than 6’ in height and constructed of wood or masonry, or both. In an effort to provide the same level of discretion to the multi-families to the west the planning staff has requested that the developer erect a screening fence along the western side of the proposed lot. The developer was amenable to the request and has provided staff with a written letter stating that a screening fence would be constructed, in an appropriate manner, along the western boundary of 4202 Wolflin Ave.

Requested Action/Recommendation

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

Considering all the above the Planning and Zoning Commission recommends approval as presented.

ORDINANCE NO. 7800

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

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

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

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

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

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

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

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

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

Rezoning of the west half of Lot 2 and the east 30 ft of Lot 3, Block 2, Daniels Subdivision Unit No. 1, in Section 9, Block 9, B.S.&F. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple-Family District 1 to General Retail 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 6th day of August, 2019, and **PASSED** on Second and Final Reading on this the 20th day of August, 2019.

Ginger Nelson, Mayor

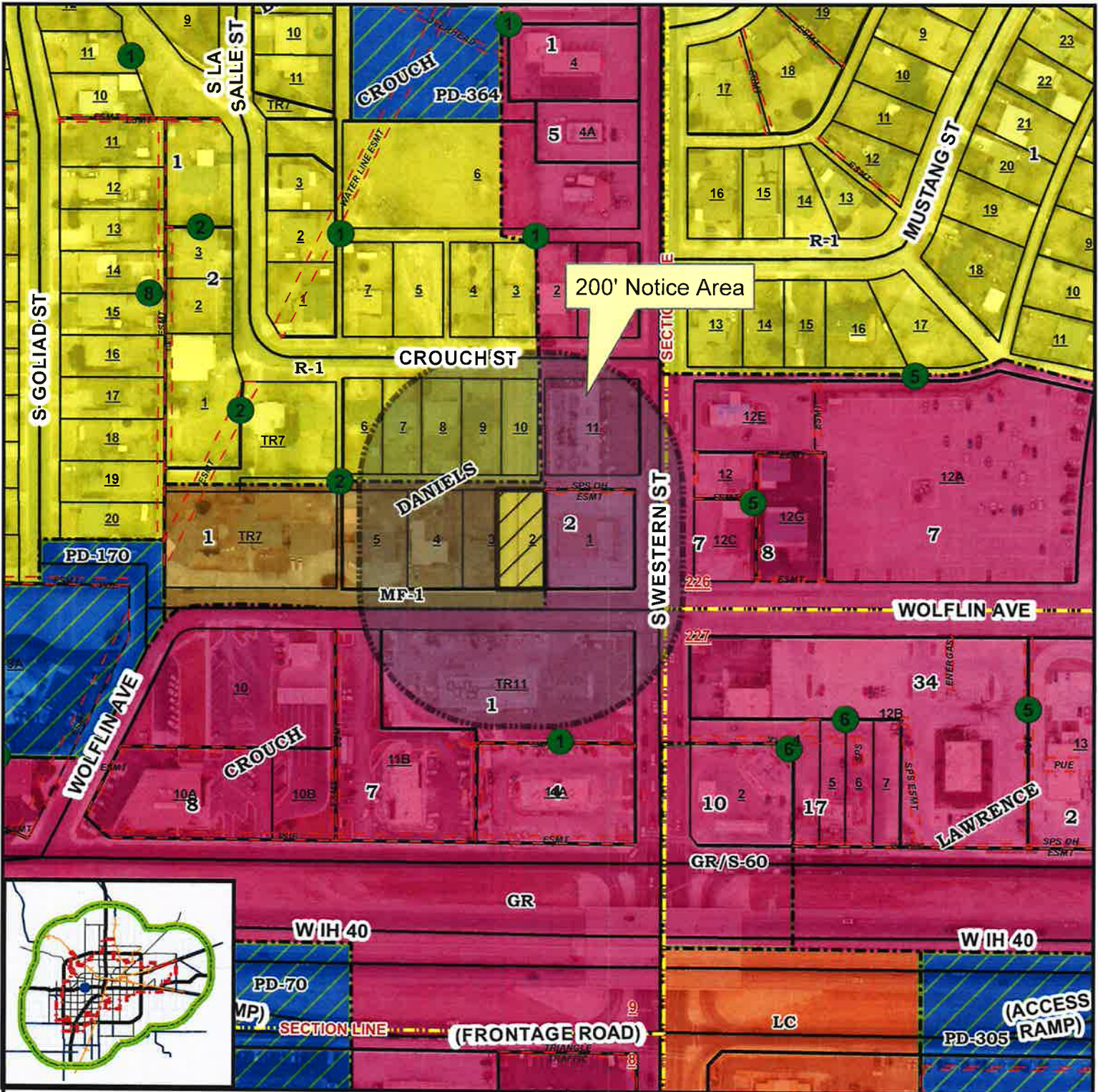
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM MF-1 TO GR



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 7/2/2019
Case No: Z-19-14



Z-19-14 Rezoning of the west half of Lot 2 and the east 30ft of Lot 3, Block 2 Daniels Subdivision Unit No. 1, in Section 9, Block 9, BS&F Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multi-Family District 1 to General Retail for the use of a drive-thru Pharmacy.

Vicinity: S. Western St. and Wolflin Ave.

APPLICANT: Helen H. Benton

Tax Account #: R-009-6500-1000.0

AP: K12

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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Agenda Caption

Public Hearing to consider an ordinance rezoning of a 9.30 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3 (Vicinity: Helium Road and FM 2186.)

Agenda Item Summary

Adjacent land use and zoning

The adjacent zoning consists of Residential District 2 (R-2) and Agricultural District (A) to the north and Agricultural District (A) to the east, and west, and Residential District 3 (R-3) to the south. Adjacent land uses consist of proposed single-family detached homes to the north and south, and undeveloped land to the north, east, and west.

Analysis

The applicant is requesting the zoning of a 9.3 acre tract of land within the Heritage Hills Subdivision area, currently zoned Agricultural District, to change to Residential District 3, in order to develop the next phase of the Heritage Hills Subdivision with single-family detached homes.

Staff’s analysis of zoning change requests begins with referring to the Comprehensive Plan’s Future Land Use and Character Map, which identifies recommended future land uses. Additionally, staff considers what impact on area existing zoning and development patterns as well as its conformity to the

Neighborhood Unit Concept (NUC) of development. This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, insofar as it is a request for zoning of a residential nature. However, that is where the consistency ends. “Estate Residential” is the land use/character type identified for this area. This type calls for a higher degree of open space and setbacks. Although the portion of the site to be developed will not represent the large lot sizes mentioned in the future land use description, it is also recognized that there has been a change in conditions within the area that did not exist at the time of the Future Land Use Map adoption. This was also the case for the areas of Heritage Hills that have been or are currently under development to the north of this proposed rezoning.

Residential District 3 allows single-family detached homes with a minimum lot size of 5,000 square feet in addition to some educational and institutional uses such as elementary schools. In regards to the zoning pattern proposed within the Heritage Hills South Preliminary Plan that this rezoning is for, the developer is proposing the interior of this section to be made up of single-family detached homes that are zoned Residential 3 with a transition to Moderate Density and other more intensive retail and mixed uses on periphery of the subdivision along the section lines. This proposed zoning pattern is consistent with the zoning pattern established within the Heritage Hills Subdivision and is consistent with the Neighborhood Unit Concept of development with residential zoning in the interior of the section and a transition to more intensive development near the section lines of the section which protects the character and quality of the interior neighborhood.

Understanding that the request is to allow for single-family detached home development and considering the predominate residential zoning and land use pattern in the area is single-family detached homes, staff is of the opinion that this rezoning request is consistent with the current pattern of development within the Heritage Hills Subdivision.

Based on the above analysis, staff believes the requested rezoning is appropriate for conditions of the area and would be a logical continuation of the zoning pattern established in the Heritage Hills Subdivision.

Requested Action/Recommendation

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

Considering all the above the Planning and Zoning Commission recommends approval as presented.

ORDINANCE NO. 7801

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 HELIUM ROAD AND FARM-TO-MARKET ROAD 2186, 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 9.30 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3 and being further described below:

A 9.30 acre tract of land out of Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, further being a portion of that certain 590.9343 acre tract of land being described as Tract One in that Certain instrument recorded under Clerk's File No. 2012013183 of the Official Public Records of Randall County, Texas, said 9.30 acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

COMMENCING at a ½ inch iron rod found at the Northwest corner of said Section 65, from whence a railroad spike found at the Southwest corner of said Section 65 bears S. 00° 12' 23" E. (Base line) 5412.60 feet;

Thence S. 89° 45' 43" E. 607.10 feet along the common line between said Sections 65 and Section 64, said Block 9, to a ½ inch iron rod with cap stamped "Furman RPLS" set for the Northwest and BEGINNING CORNER of this tract of land;

THENCE S. 89° 45' 43" E. 364.02 feet along the common line between said Sections

65 and 64 to a ½ inch iron rod with cap stamped "FURMAN RPLS" set for the Northeast corner of this tract of land;

THENCE S. 00° 21' 42" E. 831.21 feet to a ½ inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE S. 07° 05' 07" E. 282.67 feet to a ½ inch iron rod with cap stamped "FURMAN RPLS" set in the North line of Heritage Hills Unit No. 11, an addition to the City of Amarillo according to the map or plat thereof recorded under Clerk's File No. 2019007958 of the Official Public Records of Randall County, Texas, for the Southeast corner of this tract of land ;

THENCE N. 89° 43' 55" W. 132.37 feet to a ½ inch iron rod with cap (FURMAN) found;

THENCE N. 50° 03' 08" W. 7.71 feet to a ½ inch iron rod with cap (FURMAN) found;

THENCE N. 89° 43' 55" W. 95.57 feet to a ½ inch iron rod with cap (FURMAN) found;

THENCE S. 40° 09' 28" W. 6.41 feet to a ½ inch iron rod with cap (FURMAN) found;

THENCE N. 89° 43' 55" W. 132.07 feet to a ½ inch iron rod with cap stamped "FURMAN RPLS" set in the North line of said Heritage Hills Unit No. 11 for the Southwest corner of this tract of land;

THENCE N. 05° 58' 05" W. 277.08 feet to a ½ inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE N. 00° 21' 42" W. 835.93 feet to the POINT OF BEGINNING and containing 9.30 acres of land, more or less.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 6th day of August, 2019 and **PASSED** on Second and Final Reading on this the 20th day of August, 2019.

Ginger Nelson, Mayor

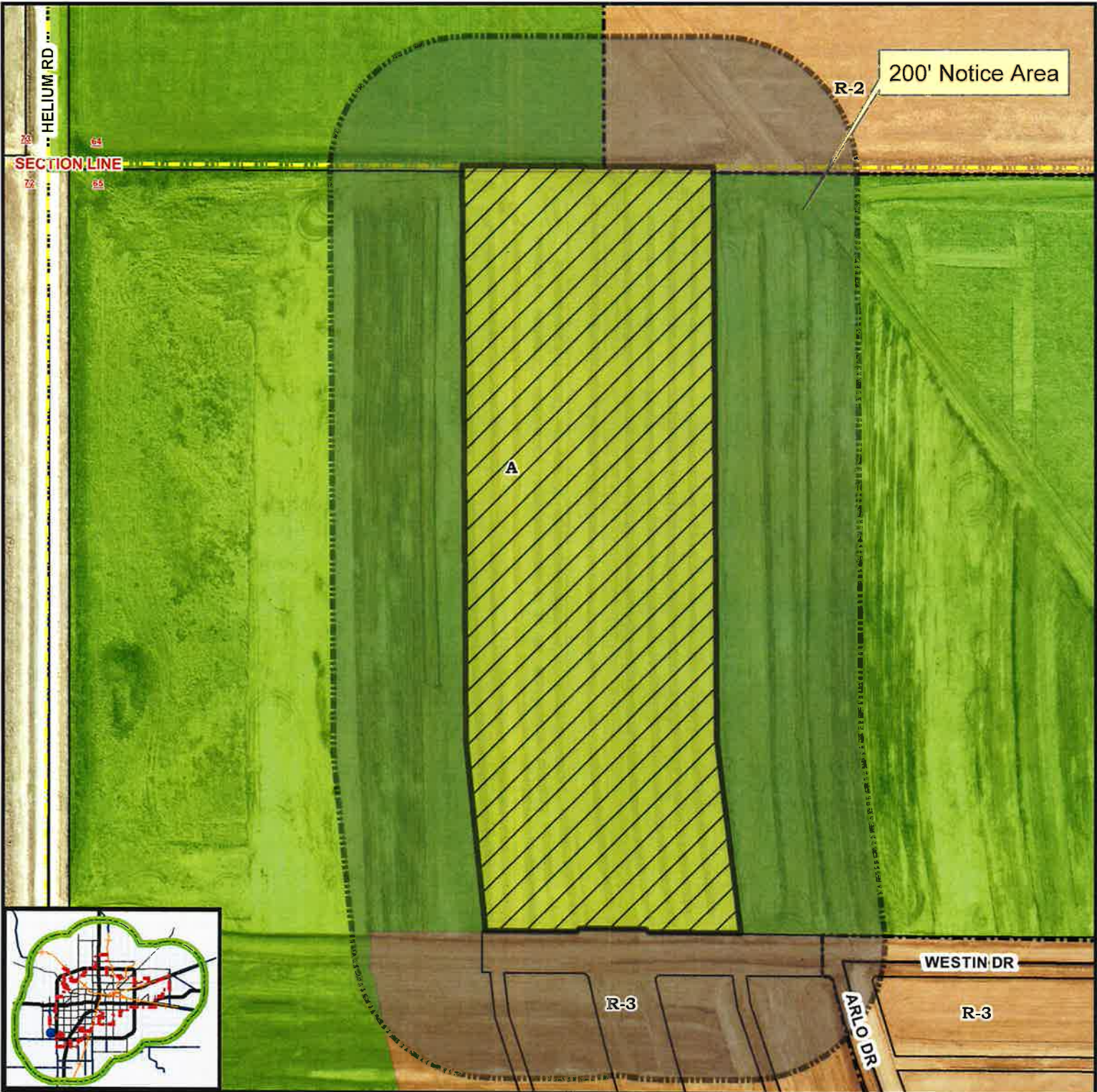
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM A TO R-3



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 7/8/2019
Case No: Z-19-16



Z-19-16 Rezoning of a 9.3+/- acre tract of unplatted land in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3 for a residential subdivision.

Vicinity: Helium Rd. & FM 2186

APPLICANT: Seth Williams

Tax Account #: R-370-0650-0035.0

AP: H17

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Priority	Public Safety
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Department	Legal	Contact Person	Bryan McWilliams, City Attorney
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Agenda Caption

ORDINANCE NO.

This is the first reading of an ordinance amending Chapters 16-3 and 16-5, to prohibit shared mobility services city wide and motor assisted devices (scooters) on public sidewalks and right-of-ways in the central business district.

Agenda Item Summary

This ordinance would specifically prohibit the use of “motor assisted devices” (scooters) upon a sidewalk or street within the central business district and would prohibit shared mobility services on public sidewalks and public rights- of-way city wide.

Cities nationwide have experienced the current entrepreneurial fad of low cost personal transportation devices (rental bicycles and certain motor assisted devices sometimes called, “scooters”) appearing upon sidewalks and in city streets without any effective regulation or oversight in place to manage their use. Many cities have seen citizens injured or killed while operating motor assisted devices in public right-of-ways.

Cities have also been tasked with nuisance complaints concerning the use and operation of docked and dockless scooters, bicycles, and similar devices being left unattended and abandoned on public sidewalks causing a hazard to pedestrians and property owners.

While motor assisted devices (dock and dockless scooters) are not prevalent in Amarillo at this time this ordinance would maintain the “status quo” until further studies relating to traffic and pedestrian patterns can be analyzed to predict the potential impacts of their use in the downtown area and city-wide.

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

ORDINANCE NO. 7802

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 16-3 (TRAFFIC), ARTICLE VIII, SECTION 16-3-330, TO AMEND THE DEFINITION OF CYCLES PROHIBITED ON SIDEWALKS ; TO PROHIBIT SCOOTERS AND OTHER MOTOR ASSISTED DEVICES ON PUBLIC SIDEWALKS IN THE CENTRAL BUSINESS DISTRICT; TO PROHIBIT SHARED MOBILITY SERVICES; PROVIDING FOR REMOVAL AND SALE OF ABANDONED DEVICES; PROVIDING AMENDMENT MECHANISM; PROVIDING FOR SEVERABILITY, REPEALER, PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City of Amarillo's central business district (or, downtown) is undergoing a renaissance of redevelopment; and

WHEREAS, the City Council is aware of the current entrepreneurial fad of low cost personal transportation devices (rental bicycles and certain motor assisted devices sometimes called, "scooters") appearing upon sidewalks in many cities; and,

WHEREAS, while such devices offer some environmental, convenience, or health benefits, the experience of other cities nationwide and in Texas is marked by recorded injuries, death, and even lawsuits against municipalities due to the acts and omissions of both the companies that own the devices and the operators of such devices upon public sidewalks and streets; and,

WHEREAS, other Texas cities have experienced nuisance complaints concerning both docked and dockless scooters, bicycles, and similar devices being left unattended and abandoned on public sidewalks causing a hazard to pedestrians and property owners; and,

WHEREAS, the City of San Diego, California, embraced this exciting entrepreneurial fad, but has now been sued in federal court by disabled persons claiming the City's ordinance allowing such devices on public sidewalks violates the public accommodation duty of the City under the Americans with Disabilities Act, due to the obstructions and danger posed by these devices to disabled persons needing (and assured by the ADA of) at least 36" width of unobstructed travel upon public sidewalks; and,

WHEREAS, at this time: (i) best municipal management practices and legal boundaries are in flux and evolving; (ii) existence of traffic congestion on Amarillo's downtown streets; (iii) increasing pedestrian traffic on downtown sidewalks; (iv) the City's urban design standards requiring installation of trees, lights, and benches upon downtown sidewalks with no expansion of existing sidewalks or street capacities; and, (v) the generally narrow character and inconsistent

maintenance quality of downtown sidewalks—all combine to produces an environment that is currently incompatible with the safe operation of motor-assisted devices (“scooters”) and similar vehicles downtown, and until such time as the City Council may determine that changed conditions in downtown are more conducive to the safe operation of such vehicles on downtown sidewalks and streets; and

WHEREAS, the City Council finds this ordinance is necessary to promote public health and safety;

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

SECTION 1. The Amarillo Municipal Code, Chapter 16-3 (Traffic), Article VIII, is hereby re-titled to read as follows:

ARTICLE VIII. BICYCLES, SCOOTERS AND SIMILAR DEVICES

SECTION 2. The Amarillo Municipal Code, Chapter 16-3 (Traffic), Article VIII, Section 16-3-330 be and hereby is amended to read as follows:

Sec. 16-3-330. - Riding on sidewalks.

(a) No person shall ride a bicycle, tricycle, quadeycle, or unicycle upon a Sidewalk within the Central Business District.

(b) No person shall ride a motor-assisted device, as defined herein, upon a sidewalk or street within the Central Business District, also sometimes known as “downtown.” This subsection does not prohibit the use of a wheelchair or motorized mobility device designed to transport one person with physical disability, as described in Texas Transportation Code, section 542.009, as amended; or (ii) a vehicle that is duly equipped and registered or licensed to be lawfully operated upon a public street by a legally qualified operator upon a street. A person may lawfully operate a motor assisted device in and upon a dedicated bike path or marked bike lane upon a public street with a posted speed limit of 30 miles per hour or lower.

For purposes of this section, “motor assisted device” means a self-propelled device (variously configured and sometimes called a “scooter” or a “sedgeway”) regardless of name, maker or model, has: (i) at least two wheels in contact with the ground during operation; (ii) a braking system capable of stopping the device under typical operating conditions; (iii) a deck designed to allow one person to sit or stand while operating the device; (iv) either a gas motor with a displacement not exceeding 40 cubic centimeters, or an electric motor with a power output not exceeding 1,000 watts, or a propulsion system powered by compressed gas, air or mechanical

energy; and, (v) is also capable of being operated by human power alone. It does not include a pocket bike or minimotorbike as defined by state law.

(c) Whenever any person is riding a bicycle or motor assisted device upon a Sidewalk in an area outside of the Central Business District, such person shall yield the Right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

(d) Any device described in (a) or (b) of this section that may be found unattended (meaning, no operator standing or seated upon it) upon any public sidewalk, curb, street or alley is hereby deemed to be abandoned property and may be summarily removed by the police to be kept in storage until the City conducts a sale of obsolete, surplus, or abandoned property. If an owner is notified or claims any such vehicle, the police are authorized to collect the reasonable and necessary cost incurred, including but not limited to: removal of the vehicle, any notices that may have been sent, warehousing at a set rate per day or part thereof.

(e) Any proposed amendments to this section shall first be submitted to the Traffic Advisory Board for a public hearing, study, and a recommendation to the City Council for its consideration.

SECTION 3. The Amarillo Municipal Code, Chapter 16-5 (Central Business District Parking and Transportation), Article IV. (Special Traffic Control Measures) is hereby amended to read as follows:

ARTICLE IV. - SPECIAL TRAFFIC CONTROL MEASURES

Sec. 16-5-51. [NO TEXT CHANGE]

Section 16-5-52 – Prohibition on Shared Mobility Services.

(a.) No person or entity shall provide a “shared mobility service” that allows for the use of a motor-assisted device as defined in Chapter 16-5, electric bicycles, and bicycles, equipped with global positioning systems (GPS) on any public sidewalk or public rights-of-way within the city limits. Included in this prohibition is the operation of any personal transportation device listed in this article that was acquired through a shared mobility service.

For purposes of this section a “shared mobility service” shall mean any

service that displays, offers or places for rent on a public way or public property one or more motor-assisted devices, electric bicycles, bicycles, or other similar personal transportation devices equipped with GPS that may be locked and unlocked with or without a docking station.

(b.) Any proposed amendments to this section shall first be submitted to the Traffic Advisory Board for a public hearing, study, and a recommendation to the City Council for its consideration.

SECS. 16-5-52 53 – 16-5-99. – Reserved.

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

SECTION 5. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 6. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this code of ordinances.

SECTION 7. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 6th day of August, 2019; and PASSED on Second and Final Reading the 20th day of August, 2019.

Ginger Nelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Frances Hibbs, City Secretary

Bryan S. McWilliams, City Attorney

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 6, 2019	Council Pillar	Public Safety
Department	City Manager's Office		
Contact	Stephanie Coggins, Assistant to the City Manager		

Agenda Caption

CONSIDER APPROVAL – RESOLUTION
(Contact: Stephanie Coggins, Assistant to the City Manager)
Consider approval of a resolution approving the second and final extended term for the permit issued to American Medical Response, Inc. to operate an ambulance service within the city.

Agenda Item Summary

Consider approval of a resolution approving the second and final extended term for the permit issued to American Medical Response, Inc. to operate an ambulance service within the city; ratifying various amendments to that permit; specifying timing of selection for the next ambulance service provider; providing severability clause; and providing savings clause and effective date.

Requested Action

Approval of resolution

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the resolution as presented.

RESOLUTION NO. 08-06-19-_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AMARILLO, TEXAS: APPROVING THE SECOND AND
FINAL EXTENDED TERM FOR THE PERMIT ISSUED TO
AMERICAN MEDICAL RESPONSE, INC. TO OPERATE AN
AMBULANCE SERVICE WITHIN THE CITY; RATIFYING
VARIOUS AMENDMENTS TO THAT PERMIT; SPECIFYING
TIMING OF SELECTION FOR THE NEXT AMBULANCE
SERVICE PROVIDER; PROVIDING SEVERABILITY
CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE
DATE.

WHEREAS, pursuant to Article II, Chapter 16-4, of the Amarillo Municipal Code of Ordinances and that certain Resolution No. 1-5-10-1 (with Addendum) enacted on January 5, 2010, the City Council authorized a Permit to American Medical Response, Inc. (hereafter, "AMR") to operate an Ambulance Service ("Permit") within the city limits and, such Permit has been renewed and extended for an additional two-year term under which AMR is now operating until it expires on January 1, 2020; and,

WHEREAS, it is in the best business interests and efficiency of both the City and AMR to not await the eve of Permit expiration to decide whether to extend the Permit for a second and final time or to issue a public request for proposals (a lengthy process); and,

WHEREAS, the City Council desires to proceed to determine the matter of the second and final term extension for the AMR Permit; and

WHEREAS, section 16-4-20 of the Amarillo Municipal Code of Ordinances provides that when considering the renewal of an existing Permit it shall be presumed, in the absence of evidence to the contrary, that a Public Convenience and Necessity exists and that the applicant is fit, able and willing to render Ambulance Service; and,

WHEREAS, the City Council now finds that it continues to be in the best public interest to have a viable Ambulance Service, and that AMR is able and willing to do so for the duration of a second and final two-year extension of the Permit issued in 2010;

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

SECTION 1. Since the time that the Permit was issued in 2010, there have been certain Permit amendments and extended term approved by City Council resolution or consent agenda, and certain mutually agreed changes with AMR. All such prior Permit addendums, amendments, resolutions, and letter agreements are hereby ratified and affirmed, effective immediately.

SECTION 2. The Permit issued to AMR in 2010, to operate an Ambulance Service in and for the City of Amarillo, is hereby extended for the second and final extension period, to be effective on January 1, 2020 and continuing until January 1, 2022, whereupon the AMR Permit shall expire. This second and final two-year extension is expressly made subject to and in accordance with the terms and conditions contained in the 2010 Permit as altered by the several matters ratified in Section 1.

SECTION 3. The City Manager is directed to assure that no later than May 1, 2021 to have prepared and issued a public request for proposals for Ambulance Service in the City, thereby

assuring adequate time for selection of, negotiations with, and operational preparations by a provider to commence Ambulance Service, without interruption of public protection, upon final expiration of the AMR permit on January 1, 2022. The current provider may submit a proposal at that time through the RFP process, and not before.

SECTION 4. Not later than the fifth (5th) business days after the City Council approval of this Resolution, an authorized officer of AMR shall sign and file with the City Secretary a copy of this Resolution, indicating AMR’s acceptance of the terms of the second and final Permit extension as stated in this Resolution, and a place for such signature and purpose is here provided:

AMERICAN MEDICAL RESPONSE, INC. (AMR)
d/b/a AMARILLO MEDICAL SERVICE

By: _____
Title: _____
Date: _____

SECTION 5. Should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 6. Should any word, phrase, or part of this resolution or the Addendum be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part of the resolution or Addendum and such remainder text shall be and continue in effect.

SECTION 7. This resolution is effective immediately upon passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 6th day of August, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney