

City of Amarillo, Texas
City Council Regular Meeting
January 13, 2026

Cole Stanley, Mayor
Tim Reid, Councilmember Place 1
Don Tipps, Councilmember Place 2
David Prescott, Councilmember Place 3
Les Simpson, Councilmember Place 4



Grayson Path, City Manager
Bryan McWilliams, City Attorney
Stephanie Coggins, City Secretary

<http://www.amarillo.gov>

Amarillo City Hall, Council Chamber, 623 S. Johnson, Third Floor, Amarillo, Texas

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the west side (623 South Johnson Street) of the building at the main entrance. Access ramps leading to the main entry are located to the north and south of the main entry. Parking spaces for individuals with disabilities are available in the west 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.

Please note: The City Council may take up items out of the order shown on any Agenda. The City Council reserves the right to discuss all or part of any item in an executive session at any time during a meeting or work session, as necessary and allowed by state law. The City Attorney's Office has reviewed the agenda and is of the opinion that all items noticed therein described for open and/or closed session comply with the Texas Open Meetings Act ("Act") and that this opinion may be relied upon by City officials for all purposes, including but not limited to, Section 551.144 of the Act as amended. Votes or final decisions are made only in open Regular or Special meetings, not in either a work session or executive session.

12:00 PM - City Council convenes in City Council Chamber and immediately recesses into Executive Session.

1. Executive Session

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

1.1.1. Municipal Judge Laura Hamilton

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

1.2.1. Economic development project located in the vicinity of S. Western Street and Plains Boulevard

1.2.2. Project #TIRZ2-2504 (Commercial)

1.2.3. Project #City-2502 (Hospitality)

1.2.4. Project #City-2503 (Hospitality)

Adjourn from Executive Session

3:00 PM - City Council continues in Open Session in City Council Chambers.

2. Ceremonial Items

2.1. Invocation

2.2. Pledge of Allegiance

2.3. The Texas Pledge

2.4. "Youth Leadership Month" Proclamation

Call to Order

3. Announcements

4. Councilmember Remarks of Community Interest: Individual Perspectives on Service (Informational Only – No Discussion) - Each Councilmember will have an opportunity to make brief, individual remarks regarding their personal vision for serving the community this year.

5. Public Comment - The public will be permitted to offer public comment on agenda items and items related to City business. Citizens interested in commenting may sign up online at <https://www.amarillo.gov/city-secretary/public-comment-registration-form/>, by calling the City Secretary's office at (806) 378-3014, or in person in Room 3500 of City Hall, 623 S. Johnson. Citizens should sign up at least 15 minutes prior to the scheduled meeting start time.

6. Consent Agenda - 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.

- 6.1. Consider Approval - Minutes.** This item requests City Council approval of the minutes for the regular Amarillo City Council meeting held on December 9, 2025. (Stephanie Coggins, City Secretary)
- 6.2. Consideration of Ordinance No. 8228.** This item is a second and final reading of an ordinance to consider the vacation of the 20-foot-wide public alley located in Block 35 of Glidden & Sanborn Addition, an addition to the City of Amarillo, in Section 169, Block 2, AB&M Survey, Potter County, Texas. (VICINITY: SW 3rd Ave. & S. Harrison St.; APPLICANT/S: Furman Land Surveyors, Inc. for Reinbold, Inc.) (Brady Kendrick, Senior Planner)
- 6.3. Consideration of Resolution No. 12-09-25-3.** This item is the second and final reading to consider a Resolution of Support for 58th Manor, L.P.'s application to the Texas Department of Housing and Community Affairs for 2026 Competitive 9% Housing Tax Credits for an affordable senior housing project to be located in the vicinity of SW 58th Ave. and S. Washington St. (Drew Brassfield, Assistant Director of Planning)
- 6.4. Consideration of Resolution No. 12-09-25-5** This item is the second and final reading to consider a resolution authorizing the City of Amarillo's participation in the Panhandle Region (Texas State Planning Region 1) Regional Mutual Aid Agreement and designating the Mayor to serve as the City's chief representative in all matters pertaining to the City's participation in this agreement. (Max Dunlap, Emergency Management Coordinator)
- 6.5. Consider Approval - Center City Tax Increment Reinvestment Zone #1 Developer Agreement with Herring Hotel Partners, LLC.** This item considers approval of a Tax Increment Reinvestment Zone (TIRZ) #1 developer agreement with Herring Hotel Partners, LLC regarding a project to renovate an existing historic structure into a hotel located at 311 SE 3rd Ave. The agreement is for 100% annual reimbursement of ad valorem taxes for ten (10) years and a one-time grant not to exceed \$900,000 for facade and infrastructure improvements. The payment of these incentives is contingent upon no less than \$90MM in private investment, project completion, and other obligations. The agreement also includes reimbursing the City in the amount of \$244,000 for disposing of Federal interest on City-owned property committed to the project by the City of Amarillo. (Drew Brassfield, Assistant Director of Planning)
- 6.6. Consider Purchase - Ammunition for Amarillo Police Range.** This item considers the purchase of ammunition for the Amarillo Police Range.
Award to: GT Distributors (BuyBoard #698-23)
Amount: \$78,847.92
Funding Source: General fund revenues
Is the item budgeted? Yes (Jimmy Johnson, Interim Police Chief)

6.7. Consider Award - Professional Audio/Video Services Agreement. This item considers the award of an agreement for Audio/Video professional services at the Amarillo Civic Center Complex. The initial term of the agreement will be two years, with two one-year options to renew.

Lessee: Sweet Southern Sound, LLC

Amount: Revenue plus discount agreement

Is the item budgeted? No (Bo Fowlkes, General Manager)

6.8. Consider Award - North Branch Library Roof and HVAC Replacement Project. This item considers the award of a roofing and HVAC replacement TexBuy contract to replace the existing roof with a new gravel roofing system and replace the HVAC at the North Branch Library.

Award to: All Star Sheet Metal & LLC (TexBuy #025-086)

Amount: \$415,736.65

Funding Source: General construction fund revenues (PRJ-0000114)

Is the item budgeted? Yes (Todd Stavenhagen, Director of Facilities)

6.9. Consider Approval - Change Order No. 2 - Amarillo Police Department 4th & 5th Floor Remodel. This item considers approval of Change Order No. 2 to the Amarillo Police Department's 4th & 5th floor remodel project for the additional change of scope and locker room installation delays due to unforeseen structure repairs. The change order is necessary to complete the change in scope and repair the existing structure that was unforeseen in the design phase.

Award to: Wiley Hicks, Jr., Inc. (Tex Buy #023-086)

Amount:

Original award	\$3,371,800.00
Previous change order(s)	47,651.00
Current Change Order No. 2	<u>20,402.00</u>
Total award	\$3,439,853.00

Funding Source: General construction fund revenues (PRJ-462185) for original project, and Seized fund revenues to cover the current change order

Is the item budgeted? Yes (Jerry Danforth, Managing Director of Capital Projects, Development & Engineering)

6.10. Consider Purchase - Decorative Streetlights. This item considers the purchase of 19 decorative streetlights to be used by the traffic division for various new downtown development projects and for replacement of damaged light poles as needed. These streetlights will match existing decorative streetlights in downtown Amarillo, which are black with two globe lights and banner arms.

Award to: Techline, Inc. (Buyboard #711-23)

Amount: \$172,562.75

Funding Source: General fund revenues

Is the item budgeted? Yes (Alan Harder, Director of Public Works)

6.11. Consider Award - Annual Contract for Well Field Services. This item considers the award of an annual contract for well field service and supply of pumps, motors, and electrified cable for Potter and Carson County Well Fields. The contract is for an initial term of one year, with four one-year options to renew.

Award to: Advanced Water Well Technologies

Amount: \$3,625,000.00 (\$725,000.00 annually)

Funding Source: Water and sewer revenue funds

Is the item budgeted? Yes (William Johnson, Interim Director of Utilities)

6.12. Consider Award - Motor Repairs for Bonham Pump Station. This item considers the ratification of an award of a contract made to repair two motors at the Bonham Pump Station as part of an emergency situation that occurred on October 30, 2025.

Award to: Advanced Water Well Technologies

Amount: \$75,585.12

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes (William Johnson, Interim Director of Utilities)

6.13. Consider Award - Modicon Programmable Logic Controller (PLC) for Carson County Pump Station. This item considers the award to purchase a Modicon PLC for the Carson County Pump Station.

Award to: Cain Electrical

Amount: \$103,502.00

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes (William Johnson, Interim Director of Utilities)

6.14. Consider Award - Motor and Starter for Effluent Pump at River Road. This item considers the award of a contract for purchase and installation of a motor and starter for the T-4 Xcel pump at River Road Wastewater Treatment Facility.

Award to: Austin Armature Works, LP (Buyboard #770-25)

Amount: \$207,010.40

Funding Source: Water and sewer revenue funds

Is the item budgeted? Yes (William Johnson, Interim Director of Utilities)

6.15. Consider Approval - Change Order No. 3 for Phase III of the Automated Metering Infrastructure (AMI) Project. This item considers approval of Change Order No. 3 for project management of the AMI Project. The change order is necessary for field inspections and project management through May 31, 2026.

Award to: SL Serco

Amount:

Original award	\$1,167,537.00
Previous change order(s)	232,722.18
Current Change Order No. 3	<u>114,734.12</u>
Total award	\$1,514,993.30

Funding Source: Water and sewer fund revenues (CIP #530044)
Is the item budgeted? Yes (Jennifer Gonzalez, Utility Billing Manager)

6.16. Consider Approval - Amendment No. 1 to RFP 24-24CR Town Square Public Improvement District (PID) New Improvement Contract. This item considers approval of Amendment No. 1 to the Town Square PID New Improvement contract for a one-year extension of Landscape Maintenance and the purchase and installation of additional landscaping and specialty lighting for the purpose of appearance, safety and general upkeep.

Award to: Perry Williams General Contractor

Amount:

Original award	\$517,103.68
Current Amendment No. 1	<u>104,347.05</u>
Total award	\$621,450.73

Funding Source: Assessment revenues from Town Square PID property owners. The City of Amarillo will not be responsible for any funding related to this amendment.

Is This Item Budgeted? Yes (Carrie Roberts, PIDs Coordinator)

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

7.1. Update on Animal Management and Welfare Spay/Neuter Voucher Program

7.2. Amarillo Economic Development Corporation quarterly update

7.3. Request future agenda items and reports from City Manager

8. Non Consent Agenda

8.1. Consider Approval - Amendment No. 2 to the Amended Location Incentive Agreement between Amarillo Economic Development Corporation and Texas Tech University. (Doug Nelson, Amarillo Economic Development Corporation)

8.2. Public Hearing and Consideration of Ordinance No. 8229. This item is a public hearing and first reading to consider an ordinance vacating the 20-foot-wide public alley located within Block 136, Plemons's Addition, an addition to the City of Amarillo, in Section 170, Block 2, AB&M Survey, Potter County, Texas. (VICINITY: SW 11th Ave. & S. Van Buren St.; APPLICANT/S: OJD Engineering, LLC for First Presbyterian Church) (Brady Kendrick, Senior Planner)

8.3. Consideration of Ordinance No. 8230. This item is a first reading to consider an ordinance vacating the public utility easement located within Lot 10, Block 14, City Park Unit No. 6, an addition to the City of Amarillo, in Section 29, Block 9, BS&F Survey, Randall County,

Texas. (VICINITY: Andover Dr. & Spencer St.; APPLICANT/S: Steve Satterwhite) (Brady Kendrick, Senior Planner)

- 8.4. Consideration of Resolution No. 01-13-26-1.** This item is the first and recommended final reading of a resolution to consider support for a grant application for the TxDOT Off-System Rail Grade Separation State Fund Program. (Cody Balzen, Director of Planning)
- 8.5. Consideration of Resolution No. 01-13-26-2.** This item is the first reading to consider a resolution authorizing the closure of the Southwest Pool and the Southeast Pool due to safety and structural designs; and directing city staff to evaluate future options for recreational services at or in place of said facilities. (Michael Kashuba, Director of Parks and Recreation)
- 8.6. Consider Appointment to fill vacancy on Amarillo Hospital District Board of Managers.** This item is to consider appointing an individual to fill a current vacancy on the Amarillo Hospital District Board of Managers. (Stephanie Coggins, City Secretary, Katrina Owens, Director of Finance)
- 8.7. Presentation and Confirmation of Thomas Hover as Chief of Police for the City of Amarillo in accordance with Texas Local Government Code Chapter 143.013(a)(1).** (Andrew Freeman, Deputy City Manager)

Adjournment

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

I certify that the above notice of meeting was posted on the electronic bulletin board at City Hall, 623 S. Johnson, Amarillo, Texas, and on the City website (www.amarillo.gov) at least three business days prior to the meeting date in accordance with the Open Meetings Laws of the State of Texas, Chapter 551, Texas Government Code.

/s/ Stephanie Coggins
Stephanie Coggins, City Secretary



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Communication

Department: City Secretary

Contact Person: Stephanie Coggins, City Secretary

Agenda Caption: Consider Approval - Minutes. This item requests City Council approval of the minutes for the regular Amarillo City Council meeting held on December 9, 2025.

Agenda Item Summary: This item requests City Council approval of the minutes for the regular Amarillo City Council meeting held on December 9, 2025. Accurate minutes provide an official record of City Council proceedings and actions for public and administrative purposes.

Requested Action: Review the attached minutes for accuracy, propose any necessary corrections, and consider approval of the minutes as the official record of the December 9, 2025 regular meeting.

Funding Summary: Not applicable

Purchasing Summary: Not applicable

Community Engagement Summary: Not applicable

Staff Recommendation: Staff recommends that City Council review the minutes for accuracy, offer any revisions if needed, and approve the minutes for the regular meeting held on December 9, 2025.

**City of Amarillo, Texas
City Council Regular Meeting
December 9, 2025**

Cole Stanley, Mayor
Tim Reid, Councilmember Place 1
Don Tipps, Councilmember Place 2
David Prescott, Councilmember Place 3
Les Simpson, Councilmember Place 4



Grayson Path, City Manager
Bryan McWilliams, City Attorney
Stephanie Coggins, City Secretary

<http://www.amarillo.gov>

Amarillo City Hall, Council Chamber, 623 S. Johnson, Third Floor, Amarillo, Texas

MINUTES

12:00 PM - City Council convenes in City Council Chamber and immediately recesses into Executive Session.

The City Council of the City of Amarillo, Texas met at 12:00 PM on December 9, 2025 for a Regular Meeting held in Council Chamber, located on the third floor of City Hall at 623 South Johnson Street, Amarillo, Texas. Council convened at 12:11 PM with the following members and administrative staff present:

Mayor Cole Stanley
Councilmember Tim Reid
Councilmember Don Tipps
Councilmember David Prescott
Councilmember Les Simpson

Absent were none.

Also in attendance were the following administrative officials:

Grayson Path, City Manager
Andrew Freeman, Deputy City Manager
Rich Gagnon, Assistant City Manager
Donny Hooper, Assistant City Manager
Bryan McWilliams, City Attorney
Stephanie Coggins, City Secretary

Note: Councilmember Don Tipps and Councilmember David Prescott joined the meeting immediately after City Council recessed into executive session.

Note: City Council addressed agenda items in the following order:

- *Executive Session 3.1; 1.1; 4.1; Ceremonial Items, Announcements, Public Comment, 5.1-5.31; 6.1; 7.1-7.3, 6.2-6.6; 7.4-7.15; 7.17-7.20*
- *Executive Session Item No. 2.1 was postponed to the January 13, 2026 Regular City Council Meeting.*
- *Council took no action on Item No. 7.16.*

1. Executive Session

The meeting recessed at 12:11 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:55 p.m., and the meeting was called to order at 3:03 p.m.

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

- 1.1.1.** Chapter 551 of the Texas Government Code

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

- 1.2.1.** Municipal Judge Laura Hamilton

- 1.3.** Section 551.076 - Relating to the deployment, or specific occasions for implementation, of security personnel or devices, or a security audit:

- 1.3.1.** Security protocols for Mayor and Councilmembers

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

- 1.4.1.** Economic development project located in the vicinity of S. Western Street and Plains Boulevard

Adjourn from Executive Session

3:00 PM - City Council continues in Open Session in City Council Chambers.

City Council reconvened at 2:55 p.m.

2. Ceremonial Items

2.1. Invocation - Joab Perdue, Trinity Fellowship Church

Joab Perdue, Trinity Fellowship Church, led the invocation.

2.2. Pledge of Allegiance

Pledge of Allegiance to the United States Flag was led by Mayor Stanley.

2.3. The Texas Pledge

Pledge of Allegiance to the Texas Flag was led by Mayor Stanley.

2.4. Recognition - Rosemary Robinson

Interim Police Chief Jimmy Johnson recognized Rosemary Robinson, who recently retired from the Amarillo Police Department after 52 years of service.

Call to Order

The meeting was called to order at 3:03 p.m.

3. Announcements

No announcements were made.

4. **Public Comment - The public will be permitted to offer public comment on agenda items and items related to City business. Citizens interested in commenting may sign up online at <https://www.amarillo.gov/city-secretary/public-comment-registration-form/>, by calling the City Secretary's office at (806) 378-3014, or in person in Room 3500 of City Hall, 623 S. Johnson. Citizens should sign up at least 15 minutes prior to the scheduled meeting start time.**

Mayor Stanley opened the public comment period. The following individuals spoke:

Allen Finegold Citizen

Mike Fisher Citizen

Mike Ford Citizen

Trent Rosser Citizen

Mayor Stanley closed the public comment period.

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

Mayor Stanley introduced the Consent Agenda and asked if any items should be removed. Hearing no requests for removal, Mayor Stanley called for a motion to approve the Consent Agenda as presented.

Motion by Councilmember, Place 3 Prescott, seconded by Councilmember, Place 2 Tipps, to approve the consent agenda.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

- 5.1. **CONSIDER APPROVAL - MINUTES**

This item considers approval of the City Council minutes for the work session held on November 18, 2025. (Contact: Stephanie Coggins, City Secretary)

- 5.2. **CONSIDER APPROVAL - MINUTES**

This item considers approval of the City Council minutes for the regular meeting held on November 18, 2025. (Contact: Stephanie Coggins, City Secretary)

5.3. CONSIDERATION OF ORDINANCE NO. 8225

This item is the second and final reading of an ordinance amending the Amarillo Municipal Code, Chapter 2-6, Articles V and VIII to provide that the members of the Condemnation Appeals Commission no longer be appointed from the members of the Construction Advisory and Appeals Commission. (Contact: Jacob Diaz, City Marshal)

5.4. CONSIDERATION OF ORDINANCE NO. 8226

This item is the second and final reading of an ordinance amending Chapter 2-6 of the Amarillo Municipal Code relating to boards and commissions to update qualifications, terms, attendance, membership, and the codification of existing boards and removal of non-functioning boards. (Contact: Stephanie Coggins, City Secretary)

5.5. CONSIDER ACCEPTANCE - REFUGEE HEALTH SCREENING GRANT RENEWAL

This item concerns the acceptance of the Refugee Health Screening Grant Renewal.

Grantor: United States Council for Refugees and Immigrants

Amount: \$100,000.00

Local Match/Funding Source: No match required or local funds required.

Is the item budgeted? Yes (Contact: Casie Stoughton, Director of Public Health)

5.6. CONSIDER APPROVAL - UTILITY EASEMENT

This item considers the approval of a utility easement between the City of Amarillo and Atmos Energy to provide underground natural gas lines to the new International Aerospace Coatings hangar at the Rick Husband Amarillo International Airport. (Contact: Michael Conner, Director of Aviation)

5.7. CONSIDER ACCEPTANCE OF PUBLIC RIGHT-OF-WAY DEDICATIONS FOR SUNDOWN LANE

This item considers the acceptance of additional public right-of-way for Sundown Lane, being 1.92 acres of unplatted land located in Section 32, Block 9, BS&F Survey and 0.15 acres of unplatted land located in Section 3, Block 9, BS&F Survey, all located in Randall County, Texas. (VICINITY: Interstate 27 & Sundown Ln.; GRANTOR/S: Attebury Elevators, LLC) (Contact: Brady Kendrick, Senior Planner)

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

This item considers approval of the City's Major Medical (Medical/Rx) Stop Loss Insurance. The term of the coverage will be a 12-month period to commence January 1, 2026.

Award to: PartnerRE through Stealth Partner Group.

Amount: \$624,210.00

Funding Source: General fund revenues

Is the item budgeted? Yes (Contact: Mitchell Normand, Director of Human Resources)

5.9. CONSIDER AWARD - FLOCK SAFETY AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEM

This item considers approval to renew the Flock Safety ALPR System for the Amarillo Police Department for an additional one-year term.

Award to: Insight Public Sector (Omnia #23-6692-03)

Amount: \$255,000.00

Funding Source: General fund revenues

Is the item budgeted? Yes (Contact: Jimmy Johnson, Interim Police Chief)

5.10. CONSIDER AWARD - WORKDAY PROFESSIONAL CONSULTING SERVICES CONTRACT RENEWAL - PHASE II

This item considers an award of contract for Phase II of IT professional consulting services specializing in the City's new ERP system, Workday, to advise on financial reporting and general ledger management. This contract will be for a term of up to six months.

Award to: Caber Resource Group

Total Amount: Not to exceed \$175,000.00

Funding Source: General construction fund revenues (CIP #414486)

Is the item budgeted? Yes (Contact: Katrina Owens, Director of Finance)

5.11. CONSIDER AWARD - PROFESSIONAL SERVICES CONTRACT FOR ANNUAL COST ALLOCATION PLAN

This item considers the award of a contract for professional services to prepare the City's Annual Indirect Cost Plan. The Indirect Cost Plan is used annually for grant filings for grants funded by Women, Infants, and Children (WIC), Public Health and Community

Development. This contract, if approved, will be for a three-year term.

Award to: Willdan Financial Services

Amount: \$81,248.00 (Year 1: \$28,740.00; Year 2: \$25,866.00; and Year 3: \$26,642.00)

Funding Source: General construction fund revenues (CIP #414486) and general fund revenues

Is the item budgeted? Yes (Contact: Katrina Owens, Director of Finance)

5.12. CONSIDER PURCHASE - SHELVING FOR VITAL STATISTICS

This item considers the purchase of shelving for a vault and storage room to be utilized by the Vital Statistics division for storage of birth records, death records, and other records.

Award to: Southwest Solutions Group, Inc. (Equalis GPO #COG-2152P)

Amount: \$104,533.66

Funding Source: General construction fund revenues

Is the item budgeted? Yes (Contact: Jennifer Gonzalez, Utility Billing Manager)

5.13. CONSIDER AWARD - AIRPORT RUNWAY DEICER CHEMICALS

This item considers the award of a contract for airport runway deicer chemicals for the Rick Husband Amarillo International Airport. The one-year contract, if approved, will begin January 5, 2026, and end January 4, 2027.

Award to: Cryotech (General Atomics International)

Amount: \$125,000.00

Funding Source: Airport fund revenues

Is the item budgeted? Yes (Contact: Michael Conner, Director of Aviation)

5.14. CONSIDER AWARD - SECURITY VIDEO MANAGEMENT SYSTEM

This item considers the award of a contract for the provision of a new security video management system at the Rick Husband Amarillo International Airport. The system includes hardware, software, licensing, and installation services.

Award to: Nextgen Security (TIPS #250106)

Amount: \$128,800.00

Funding Source: Airport fund revenues

Is the item budgeted? Yes (Contact: Michael Conner, Director of Aviation)

5.15. CONSIDER APPROVAL - MONDAY.COM SUBSCRIPTION RENEWAL

This item considers the approval to renew Monday.com software subscription for an additional one-year term. Monday.com is a cloud-based software-as-a-service platform.

This platform is used by City leadership to plan, track, and collaborate on various City projects.

Award to: Stons (GSA #GS35F153GA.)

Amount: \$74,115.00

Funding Source: Funds from multiple sources based on using departments

Is the item budgeted? Yes (Contact: Missy Laird, Director of Information Technology)

5.16. CONSIDER AWARD - WONDERLAND LEASE AGREEMENT

This item considers the award of a lease agreement for a portion of Thompson Park (known as Wonderland Amusement Park) with a lease option for future expansions. The agreement includes an initial term of 15 years with two 15-year options to renew. The total lease term, with options exercised, would be 45 years.

Lessee: 360 Parks of Amarillo, LLC.

Revenue: \$130,000.00 for the initial 15 years. (\$0.00 annually for years one and two, and \$10,000.00 annually for years three to 15). If all future options are exercised, the total revenue will be \$430,000.00 over the term of the lease.

Is the item budgeted? Yes (Contact: Michael Kashuba, Director of Parks and Recreation)

5.17. CONSIDER AWARD - CONSTRUCTION CONTRACT FOR 6TH STREET BRIDGE PROJECT

This item considers the award of a contract to add new lighting, fencing, and a new ADA-compliant concrete walkway with accompanying drainage on the 6th Street Bridge.

Award to: Tri-State General Contracting Group, INC (Sourcewell #TX-R4-GC-052124-JRT)

Amount: \$472,478.00

Funding Source: General construction fund revenues (CIP #411905)

Is the item budgeted? Yes (Contact: Jerry Danforth, Managing Director of Capital Projects, Development & Engineering)

5.18. CONSIDER PURCHASE - ASPHALT PAVING MACHINE

This item considers the purchase of an asphalt paving machine for daily use in the Street Division. This is the scheduled replacement of unit 7613 which has reached its end of useful life. The Street Division utilizes asphalt paving machines to lay new asphalt surfaces over street and alley repairs that range in size from a few square yards to thousands of square yards.

Award to: Warren CAT (SourceWell #020223-CAT)

Amount: \$562,351.13

Funding Source: Fleet services fund bond proceeds
Is the item budgeted? Yes (Contact: Alan Harder, Director of Public Works)

5.19. CONSIDER PURCHASE - 3 CUBIC YARD WHEELED LOADER

This item considers the purchase of a 3 Cubic Yard Wheeled Loader for daily use by the Hollywood Road Waste Water Treatment Facility. This is the scheduled replacement of unit 7968, which has reached its end of useful life.

Award to: Warren Cat (SourceWell #020223-CAT)

Amount: \$216,044.68

Funding Source: Fleet services fund bond proceeds

Is the item budgeted? Yes (Contact: Alan Harder, Director of Public Works)

5.20. CONSIDER PURCHASE - EIGHT SIDE LOADER TRASH TRUCKS

This item considers the purchase of eight side loader trash trucks for daily use in Solid Waste Collections. This is the scheduled replacement of units 8396-8403, which have each reached their end of useful life.

Award to: Premier Truck Group of Amarillo (SourceWell #032824-DAI)

Amount: \$1,789,804.88

Funding Source: Fleet services fund bond proceeds

Is the item budgeted? Yes (Contact: Alan Harder, Director of Public Works)

5.21. CONSIDER PURCHASE — TWO MECHANICAL STREET SWEEPERS

This item considers the purchase of two mechanical street sweepers for daily use in Drainage Utilities. This is the scheduled replacement of units 8660 & 9165, which have each reached their end of useful life.

Award to: Heil of Texas (HGCABuy #SW04-20)

Amount: \$781,544.00

Funding Source: Fleet services fund bond proceeds

Is the item budgeted? Yes (Contact: Alan Harder, Director of Public Works)

5.22. CONSIDER PURCHASE - 5 CUBIC YARD WHEELED LOADER

This item considers the purchase of a 5 cubic yard wheeled loader for daily use in Solid Waste Disposal. This is the scheduled replacement of unit 8043, which has reached its end of useful life.

Award to: Warren Cat (SourceWell #020223-CAT)

Amount: \$347,025.48

Funding Source: Fleet services fund bond proceeds
Is the item budgeted? Yes (Contact: Alan Harder, Director of Public Works)

5.23. CONSIDER PURCHASE - TWO 28,000 GVW DUMP BED TRUCKS

This item considers the purchase of two 28,000 GVW dump bed trucks for daily use in the Solid Waste Collection & Street divisions. This is the scheduled replacement of units 7796 & 7797, which have each reached their end of useful life.

Award to: Premier Truck Group of Amarillo (SourceWell #032824-DAI)

Amount: \$255,698.86

Funding Source: Fleet services fund bond proceeds

Is the item budgeted? Yes (Contact: Alan Harder, Director of Public Works)

5.24. CONSIDER PURCHASE - 28,000 GVW FLAT BED TRUCK

This item considers the purchase of a 28,000 GVW flat bed truck for daily use by Solid Waste Collections. This is the scheduled replacement of unit 7879, which has reached its end of useful life.

Award to: Premier Group of Amarillo (SourceWell #032824-DAI)

Amount: \$127,684.13

Funding Source: Fleet services fund bond proceeds

Is the item budgeted? Yes (Contact: Alan Harder, Director of Public Works)

5.25. CONSIDER AWARD - PROFESSIONAL SERVICE AGREEMENT FOR THE OSAGE RECONSTRUCTION FROM 34TH TO 58TH STREET

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

Award to: Kimley-Horn and Associates, Inc.

Amount: \$2,800,100.00

Funding Source: Bond proceeds

Is the item budgeted? Yes (Contact: Jackson Zaharia, City Engineer, Jerry Danforth, Managing Director of Capital Projects, Development & Engineering)

5.26. CONSIDER AWARD – ELECTRICAL IMPROVEMENT SERVICES AGREEMENT FOR ARDEN ROAD PUMP STATION

This item considers the award of a professional services agreement for electrical improvements to the Arden Road Pump Station.

Award to: KSA Engineers

Amount: \$163,500.00

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes (Contact: William Johnson, Interim Director of Utilities)

5.27. CONSIDER AWARD - VALVE AND METER REPLACEMENTS FOR WATER PRODUCTION

This item considers the award of a three-phase trench project to support needed replacements within the Water Production system.

Award to: Southern Trenchless (Buyboard #730-24)

Amount: \$415,661.75

Funding Source: Water and sewer fund revenues (CIP #PRJ-523488)

Is the item budgeted? Yes (Contact: William Johnson, Interim Director of Utilities)

5.28. CONSIDER AWARD – CONTRACT FOR SODIUM HYPOCHLORITE SURFACE WATER TREATMENT

This item considers the award of a five-year contract for sodium hypochlorite used at the Osage Water Treatment Plant.

Award to: Brenntag Southwest

Amount: \$246,960.00 five-year total. (Year one \$49,392.00 with four additional one-year renewals)

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes (Contact: William Johnson, Interim Director of Utilities)

5.29. CONSIDER AWARD - RIVER ROAD WASTEWATER TREATMENT PLANT AERATION BASIN WALL REPAIRS

This item is about approving repairs to the concrete walls of Aeration Basin #2. River Road has a total of five aeration basins, which are large tanks used in wastewater treatment. In these basins, air is pumped into the water to help bacteria break down pollutants. Keeping the walls in good condition is important, so the basins can work safely and effectively. The planned work will fix the vertical joints and cracks in the walls to reduce leakage and protect the structure from water getting inside and causing damage.

Award to: Tri-State General Contracting Group, Inc.(Sourcewell #TX-R4-GC-052124-JRT)

Amount: \$133,105.00

Funding Source: Water and Sewer Revenue Fund.

Is the item budgeted? Yes (Contact: Jerry Danforth, Managing Director of Capital Projects, Development & Engineering)

5.30. CONSIDER AWARD – LEAD AND COPPER RULE IMPROVEMENTS (LCRI) SERVICE LINE INVENTORY - PHASE 2

This item considers the award of a contract for environmental consulting services for Phase 2 of the LCRI Service Line Inventory project.

Award to: LJA Environmental Services, LLC

Amount: \$818,900.00

Funding Source: Water and sewer fund revenues (CIP #523868)

Is the item budgeted? Yes (Contact: Shannon Tollison, Interim Director of Utilities)

5.31. CONSIDER AWARD - LEASE AGREEMENT WITH MESA VISTA RANCH

This item considers the award of a lease agreement with Mesa Vista Ranch to support the implementation of the contract for exchange of groundwater rights approved by Council in July 2025. This lease will provide Mesa the ability to effectively irrigate for agricultural and wildlife purposes under Panhandle Groundwater Conservation District (PGCD) rules, while limiting groundwater production to the amount contemplated in the original approved contract. Upon approval, the City Manager or his designee is authorized to execute all corresponding documents related to the contract and lease. (Contact: Floyd Hartman, Special Advisor)

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

6.1. Presentation on upcoming issuance of water and sewer revenue bonds

Mayor Stanley introduced the item. Katrina Owens, Finance Director, and Steven Adams, with Specialized Public Finance, presented the item.

6.2. Amarillo Area Public Health District Future Funding Discussion

Mayor Stanley introduced the item. Anthony Spanel, Director of Environmental Health, and Casie Stoughton, Director of Public Health, presented the item.

6.3. Present the John Stiff Memorial Park Development Plan

Mayor Stanley introduced the item. Michael Kashuba, Director of Parks and Recreation, and Yuri Chang, with MIG, presented the item.

6.4. Present staff findings at Southeast and Southwest Pool

Mayor Stanley introduced the item. Michael Kashuba, Director of Parks and Recreation, presented the item.

6.5. Update on Capital Improvement Projects (CIP)

Mayor Stanley introduced the item. Mr. Hooper, Ms. Storrs, Uneill Gerber, Internal Auditor, and Jerry Danforth, Managing Director of Capital Projects Development & Engineering, presented the item.

6.6. Request future agenda items and reports from City Manager

Mayor Stanley introduced the item. There were no items requested

7. Non Consent Agenda

7.1. CONSIDERATION OF ORDINANCE NO. 8227

This item is the discussion and consideration of an ordinance for all matters incident and related to the issuance and sale of “CITY OF AMARILLO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026”; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the City’s waterworks and sewer system; specifying the terms and conditions of such certificates of obligation; resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of an Official Statement; and providing an effective date.

Notice of the City Council’s intention to issue certificates of obligation in the maximum principal amount of \$10,000,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping park and recreation facilities that are generally accessible to the public and part of the City’s park system, including the acquisition of land and rights-of-way therefor, (ii) acquiring equipment and vehicles for the waterworks and sewer system department, the street department, the traffic department, the solid waste department, the parks department, the fleet department, the animal management and welfare department, the drainage department, and the

environmental health department and (iii) professional services rendered in connection therewith, has been (a) duly published in the *Amarillo Globe News*, a newspaper of general circulation in the City of Amarillo, Texas on October 20, 2025 and October 27, 2025, the date the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (b) duly published continuously on the City's website for at least forty-five (45) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates. (Contact: Katrina Owens, Director of Finance)

Mayor Stanley introduced the item. Katrina Owens, Director of Finance, presented the item. Motion by Councilmember Tipps, seconded by Councilmember Reid, to Adopt Ordinance No. 8227.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.2. CONSIDERATION OF RESOLUTION NO. 12-09-25-1

This item is a discussion and consideration of all matters incident and related to approving and authorizing publication of notice of intention to issue Series 2026A Certificates of Obligation, including the adoption of a resolution pertaining thereto. This debt issuance is to fund street improvements and park improvements. (Contact: Katrina Owens, Director of Finance)

Mayor Stanley introduced the item. Katrina Owens, Director of Finance, presented the item. Motion by Councilmember Tipps, seconded by Councilmember Reid, to adopt Resolution No. 12-09-25-1, as presented in the agenda.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent:

7.3. CONSIDERATION OF RESOLUTION NO. 12-09-25-2

This item is for a resolution to reimburse the City with future bond proceeds for the purchase of fire apparatus. (Contact: Katrina Owens, Director of Finance)

Mayor Stanley introduced the item. Katrina Owens, Director of Finance, presented the item. Motion by Councilmember Reid, seconded by None, to adopt Resolution No. 12-09-25-2 with the exemption of the two-reading policy.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.4. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8228

This item is a public hearing and first reading of an ordinance to consider the vacation of the 20-foot-wide public alley located in Block 35 of Glidden & Sanborn Addition, an addition to the City of Amarillo, in Section 169, Block 2, AB&M Survey, Potter County, Texas. (VICINITY: SW 3rd Ave. & S. Harrison St.; APPLICANT/S: Furman Land Surveyors, Inc. for Reinbold, Inc.) (Contact: Brady Kendrick, Senior Planner)

Mayor Stanley introduced the item. Brady Kendrick, Senior Planner, presented the item. Mayor Stanley opened a public hearing. No one presented to speak. Mayor Stanley closed the public hearing.

Motion by Councilmember Tipps, seconded by Councilmember Simpson, to adopt Ordinance No. 8228 as presented in the agenda.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.5. CONSIDERATION OF RESOLUTION NO. 12-09-25-3

This item is a first reading to consider a Resolution of Support for 58th Manor, L.P.'s application to the Texas Department of Housing and Community Affairs for 2026 Competitive 9% Housing Tax Credits for an affordable senior housing project to be located in the vicinity of SW 58th Ave. and S. Washington St. (Contact: Drew Brassfield, Assistant Director of Planning)

Mayor Stanley introduced the item. Drew Brassfield, Assistant Director of Planning, presented the item.

Motion by Councilmember Simpson, seconded by Councilmember Reid, to adopt Resolution No. 12-09-25-3 as presented.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.6. CONSIDERATION OF RESOLUTION NO. 12-09-25-4

This item is the first and recommended final reading of a resolution authorizing an Advanced Funding Agreement for Surface Transportation Block Grant with the State of

Texas for transportation improvements within the program; permitting administrative adjustments to documents as needed; authorizing the City Manager to execute such agreement; providing savings clause; and providing severability clause and effective date. This grant will help the City make key Amarillo intersections safer and easier to use by adding better crosswalks, sidewalks, bike lanes, and traffic signal upgrades so drivers, pedestrians, and cyclists can get around more safely.

Grantor: Texas Department of Transportation

Total Project Amount: \$1,238,092.00

Local Match: \$241,647.00

Funding Source: General construction fund revenues

Is the item budgeted? Partially (Contact: Cody Balzen, Director of Planning)

Mayor Stanley introduced the item. Cody Balzen, Director of Planning, presented the item. Motion by Councilmember Tipps, seconded by Councilmember Reid, to adopt Resolution No. 12-09-25-4 as presented.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.7. CONSIDERATION OF RESOLUTION NO. 12-09-25-5

This item is a first reading to consider a resolution authorizing the City of Amarillo's participation in the Panhandle Region (Texas State Planning Region 1) Regional Mutual Aid Agreement and designating the Mayor to serve as the City's chief representative in all matters pertaining to the City's participation in this agreement. (Contact: Max Dunlap, Emergency Management Coordinator)

Mayor Stanley introduced the item. Max Dunlap, Emergency Management Coordinator, presented the item.

Motion by Councilmember Reid, seconded by Councilmember Prescott, to adopt Resolution No. 12-09-25-5 as presented.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.8. DISCUSS AND CONSIDER APPOINTING A CHAIR FOR THE CENTER CITY TAX INCREMENT REINVESTMENT ZONE NUMBER 1 BOARD

This item is the discussion and consideration by City Council to appoint a chair for the Center City Tax Increment Reinvestment Zone Number 1 Board of Directors. (Contact: Drew Brassfield, Assistant Director of Planning)

Mayor Stanley introduced the item. Andrew Freeman, Deputy City Manager, presented the item.

Motion by Councilmember Simpson, seconded by Councilmember Tipps, to reappoint Dean Frigo as Chair of TIRZ #1.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

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

This item is the discussion and consideration by City Council to appoint a chair for the East Gateway Tax Increment Reinvestment Zone Number 2 Board of Directors. (Contact: Drew Brassfield, Assistant Director of Planning)

Mayor Stanley introduced the item. Andrew Freeman, Deputy City Manager, presented the item.

Motion by Councilmember Simpson, seconded by Councilmember Reid, to reappoint David Walker as Chair of TIRZ #2.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

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

This item is the discussion and consideration by City Council to appoint a chair for the South Gateway Tax Increment Reinvestment Zone Number 3 Board of Directors. (Contact: Drew Brassfield, Assistant Director of Planning)

Mayor Stanley introduced the item. Andrew Freeman, Deputy City Manager, presented the item.

Motion by Councilmember Prescott, seconded by Councilmember Simpson, to reappoint John Atteberry to Chair of TIRZ #3.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.11. CONSIDER AWARD - PROFESSIONAL SERVICES AGREEMENT FOR WORKDAY SUCCESS PLAN

This item considers the award of a five-year professional services agreement for dedicated client support.

Award to: Precision Task Group, Inc. (DIR-TSO-4242)

Amount: \$549,424.00 (\$59,400.00 in year one and \$122,506.00 in each subsequent year)

Funding Source: Requesting the use of unused capital improvement funding in the general construction fund from projects that have been completed with savings and from projects no longer needed.

Is the item budgeted? No (Contact: Rich Gagnon, Assistant City Manager and CIO, Laura Storrs, Chief Financial Officer)

Mayor Stanley introduced the item. Rich Gagnon, Assistant City Manager and CIO, Laura Storrs, Chief Financial Officer, presented the item.

Motion by Councilmember Simpson, seconded by Councilmember Prescott, to award the professional services agreement for Workday success plan as presented.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.12. CONSIDER APPOINTMENT - ADVISORY COMMITTEE FOR PEOPLE WITH DISABILITIES MEMBERS

This item considers the appointment of individuals to fill current and/or upcoming vacancies on the Advisory Committee for People with Disabilities. (Contact: Jonni Glick, Assistant City Secretary, Chris Quigley, Director of Transit)

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

Motion by Councilmember Prescott, seconded by Councilmember Prescott, to appoint Alaina R Seaburg, Jaclyn Devries, and Tanya Renae Park to serve on the Advisory Committee for People with Disabilities.

Vote: 0 - 0 Motion

Ayes: None

Noes: None

Abstain: None

Absent: None

7.13. CONSIDER APPOINTMENT - AMARILLO HOSPITAL DISTRICT BOARD OF MANAGERS MEMBERS

This item considers the appointment of individuals to fill current and/or upcoming vacancies on the Amarillo Hospital District Board of Managers. (Contact: Jonni Glick, Assistant City Secretary, Laura Storrs, Chief Financial Officer)

Mayor Stanley introduced the item. Jonni Glick, Assistant City Secretary, presented the item. Motion by Mayor Stanley, seconded by Councilmember Tipps, to appoint Dr. Deborah L Moore Md.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent:None

Motion by Councilmember Simpson, seconded by Mayor Stanley, to reappoint Wes Wright.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent:None

Motion by Councilmember Tipps, seconded by Councilmember Simpson, to reappoint Dean Frigo.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

Motion by Councilmember Reid, seconded by Mayor Stanley, to reappoint Dean Frigo.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.14. CONSIDER APPOINTMENT - BEAUTIFICATION AND PUBLIC ARTS ADVISORY BOARD MEMBERS

This item considers the appointment of individuals to fill current and/or upcoming vacancies for the Beautification and Public Arts Advisory Board. (Contact: Jonni Glick, Assistant City Secretary, Michael Kashuba, Director of Parks and Recreation)

Mayor Stanley introduced the item. Jonni Glick, Assistant City Secretary, and Michael Kashuba, Director of Parks and Recreation, presented the item.

Motion by Councilmember Prescott, seconded by Councilmember Tipps, to reappoint Katt Massey.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

Motion by Mayor Stanley, seconded by Councilmember Tipps, to appoint Deana Low Craighead to fill the current vacancy.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

Motion by Councilmember Tipps, seconded by Councilmember Reid, to appoint Mark E Powell.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.15. CONSIDER APPOINTMENT - CONSTRUCTION ADVISORY AND APPEALS COMMISSION MEMBERS

This item considers the appointment of individuals to fill current and/or upcoming vacancies on the Construction Advisory and Appeals Commission. (Contact: Jonni Glick, Assistant City Secretary, Johnny Scholl, Building Official)

Mayor Stanley introduced the item. Jonni Glick, Assistant City Secretary, presented the item. Motion by Councilmember Prescott, seconded by Mayor Stanley, to reappoint Richard Nmn Constancio.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

Motion by Mayor Stanley, seconded by Councilmember Simpson, to appoint Tommy Nielsen.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.16. CONSIDER APPOINTMENT - CONDEMNATION APPEALS COMMISSION MEMBERS

This item considers the appointment of individuals to fill current and/or upcoming vacancies on the Condemnation Appeals Commission. (Contact: Jonni Glick, Assistant City Secretary, Jacob Diaz, City Marshal)

Mayor introduced the item. Council took no action on the item.

7.17. CONSIDER APPOINTMENT - DIGITAL DIGNITY, RIGHTS, AND PRIVACY ADVISORY BOARD MEMBERS

This item considers the appointment of individuals to fill current and/or upcoming vacancies on the Digital Dignity, Rights, and Privacy Advisory Board. (Contact: Jonni Glick, Assistant City Secretary, Rich Gagnon, Assistant City Manager and CIO)

Mayor Stanley introduced the item. Jonni Glick, Assistant City Secretary, and Rich Gagnon, Assistant City Manager and CIO, presented the item.

Motion by Councilmember Prescott, seconded by Councilmember Tipps, to appoint Councilmember David Prescott.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

Motion by Councilmember Reid, seconded by Mayor Stanley, to appoint Cassandra N Greene.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.18. CONSIDER APPOINTMENT - LIBRARY ADVISORY BOARD MEMBERS

This item considers the appointment of individuals to fill current and/or upcoming vacancies on the Library Advisory Board. (Contact: Jonni Glick, Assistant City Secretary, Amanda Barrera, Director of Library Services)

Mayor Stanley introduced the item. Jonni Glick, Assistant City Secretary, Amanda Barrera, Director of Library Services, presented the item.

Motion by Councilmember Simpson, seconded by Councilmember Reid, to appoint Roxann Ball to fill a current vacancy for Friends of the Library Board Member slot.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

Motion by Councilmember Tipps, seconded by Councilmember Prescott, to appoint Samantha Wildman to fill a current vacancy

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.19. CONSIDER APPOINTMENT - PARKS AND RECREATION BOARD MEMBERS

This item considers the appointment of individuals to fill current and/or upcoming vacancies on the Parks and Recreation Board. (Contact: Jonni Glick, Assistant City Secretary, Michael Kashuba, Director of Parks and Recreation)

Mayor Stanley introduced the item. Jonni Glick, Assistant City Secretary, and Michael Kashuba, Director of Parks and Recreation, presented the item.

Motion by Mayor Stanley, seconded by Councilmember Tipps, to appoint Councilmember Tim Reid.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

Motion by Councilmember Prescott, seconded by Councilmember Simpson, to reappoint Skylar A Gallop.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.20. CONSIDER APPOINTMENT - ZONING BOARD OF ADJUSTMENT MEMBERS

This item considers the appointment of individuals to fill current and/or upcoming regular and alternate member vacancies on the Zoning Board of Adjustment. (Contact: Jonni Glick, Assistant City Secretary, Justin Oppel, Development Customer Services Coordinator)

Mayor Stanley introduced the item. Jonni Glick, Assistant City Secretary, presented the item. Motion by Mayor Stanley, seconded by Councilmember Tipps, to appoint Trent Morgan to replace Jason Burr.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

Motion by Councilmember Tipps, seconded by Councilmember Prescott, to reappoint Kim Benson.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

7.21. CONSIDER APPOINTMENT - AMARILLO AREA PUBLIC HEALTH BOARD

This item considers the appointment of individuals to fill current and/or upcoming vacancies on the Amarillo Area Public Health Board. (Contact: Jonni Glick, Assistant City Secretary, Casie Stoughton, Director of Public Health)

Mayor Stanley introduced the item. Jonni Glick, Assistant City Secretary, and Casie Stoughton, Director of Public Health, presented the item.

Motion by Councilmember Simpson, seconded by Councilmember Tipps, to appoint Howard Heath.

Vote: 5 - 0 Motion Passed

Ayes: Cole Stanley, Tim Reid, Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: None

Absent: None

There being no further business to come before City Council, Mayor Stanley adjourned the meeting at 9:05 p.m.



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Business Friendly Community

Department: Planning and Development Services

Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: Consideration of Ordinance No. 8228. This item is a second and final reading of an ordinance to consider the vacation of the 20-foot-wide public alley located in Block 35 of Glidden & Sanborn Addition, an addition to the City of Amarillo, in Section 169, Block 2, AB&M Survey, Potter County, Texas. (VICINITY: SW 3rd Ave. & S. Harrison St.; APPLICANT/S: Furman Land Surveyors, Inc. for Reinbold, Inc.)

Agenda Item Summary: Purpose: The applicant is requesting vacation of the noted alley to expand the footprint of their site, which encompasses a majority of the west side of the block. This would increase connectivity between the lots as several of the lots contain a building that is built to a zero-lot line currently. Additionally, the applicant believes the request would increase security for their property if approved. It is noted that the other property owners within this block are aware of the request and expressed that they were not opposed to the alley being vacated.

Analysis: The request was reviewed by city departments and the local utility companies, and given that a public utility easement will be retained over the entire area of abandonment, no objections to the request to vacate the alley were expressed during the review.

It was noted that there are currently no dumpsters being serviced from this alley. Additionally, the alleys in the blocks immediately to the south, west, and east have also been vacated previously, so the request, if approved, would not create connectivity issues.

Given that the applicant will be granting a public utility easement over the entire area of abandonment to the City, a fair market value payment will not be required for this request.

Requested Action: Consideration of second reading

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: Public notices were sent as required, and as of this writing, no comments have been received on the request. City Council approved this ordinance upon first reading with a unanimous 5 - 0 vote on December 9, 2025.

Staff Recommendation: The Planning and Zoning Commission recommended approval of the request as presented with a 7 - 0 vote.

ORDINANCE NO. 8228

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR A PUBLIC RIGHT-OF-WAY (ALLEY) IN THE VICINITY OF SOUTHWEST 3RD AVENUE AND SOUTH HARRISON STREET, POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED RIGHT-OF-WAY; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO ABUTTING LANDOWNERS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, Reinbold, Inc. petitioned the City of Amarillo to abandon a twenty-foot-wide alley right-of-way located in the vicinity of Southwest 3rd Avenue and South Harrison Street, Potter County, Texas; and

WHEREAS, after reviewing information presented, the Planning and Zoning Commission of the City of Amarillo has recommended to the City Council that there is no public necessity for the following described alley right-of-way; and

WHEREAS, the City Council, having reviewed said recommendation and having considered all relevant information pertaining to the proposed vacation described below, is of the opinion that the alley right-of-way is no longer needed for public purposes; and

WHEREAS, the City Council further determined that this alley right-of-way vacation and abandonment is not detrimental or injurious to the public health, safety or general welfare, or otherwise offensive to the neighborhood and is in the best interest of the City of Amarillo's citizens.

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

SECTION 1: The herein-described alley right-of-way be vacated and abandoned for public purposes:

The 20-foot-wide public alley located in Block 35 of Glidden & Sanborn Addition, an addition to the City of Amarillo, in Section 169, Block 2, AB&M Survey, Potter County, Texas.

SAVE AND EXCEPT: A public utility easement is hereby retained over the entire area of abandonment.

SECTION 2: The City Manager is authorized to execute an instrument of conveyance to

abutting landowner(s) as allowed by law.

SECTION 3: Repealer. All ordinances and resolutions or parts thereof in conflict with this Ordinance are hereby repealed to the extent of conflict with this Ordinance.

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

SECTION 5: Effective Date. This Ordinance shall be effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 9th day of December 2025; and PASSED on Second and Final Reading this the 13th day of January 2026.

Cole Stanley, Mayor

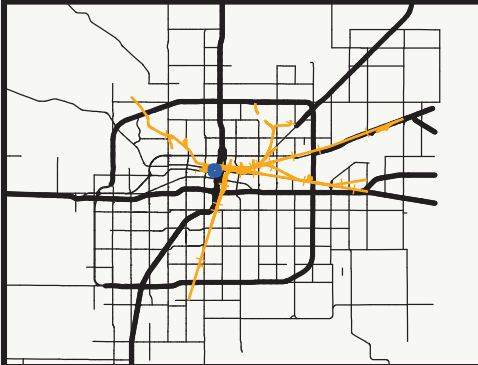
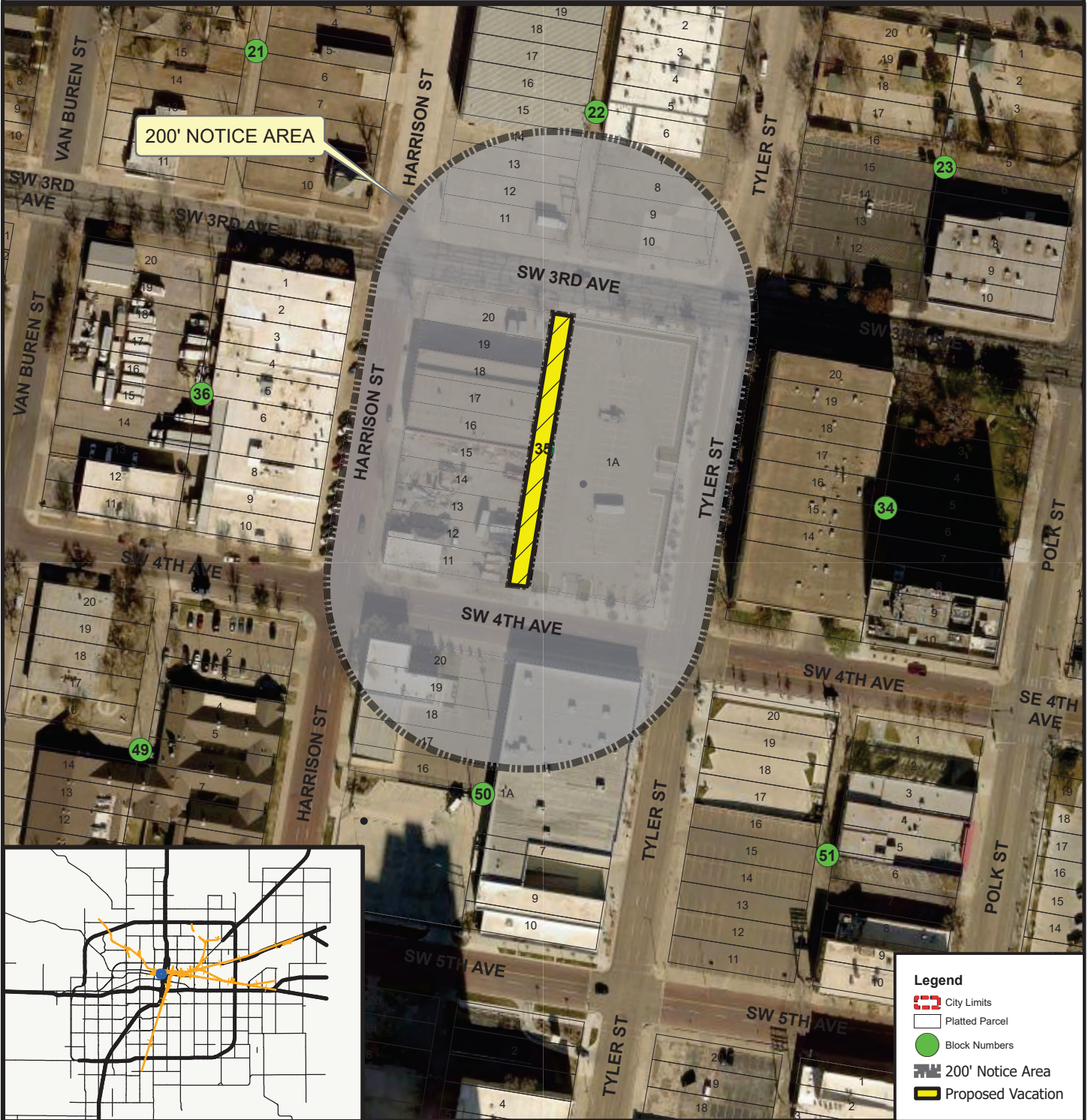
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

**CASE 2025-137-V
GLIDDEN & SANBORN ADDN
VACATION**



Legend	
	City Limits
	Platted Parcel
	Block Numbers
	200' Notice Area
	Proposed Vacation

**CITY OF AMARILLO
PLANNING DEPARTMENT**

Vacation of the 20-foot-wide public alley located in Block 35 of Glidden & Sanborn Addition, an addition to the City of Amarillo, in Section 169, Block 2, AB&M Survey, Potter County, Texas

Applicant: Reinbold, Inc

Vicinity: SW 3rd Avenue and S. Harrison Street

Scale: 1 inch = 150 feet
Date: 10/20/2025
Case No: 2025-137-V



AP: N-11

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



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Business Friendly Community, Fiscal Responsibility

Department: Planning and Development Services

Contact Person: Drew Brassfield, Assistant Director of Planning

Agenda Caption: Consideration of Resolution No. 12-09-25-3. This item is the second and final reading to consider a Resolution of Support for 58th Manor, L.P.'s application to the Texas Department of Housing and Community Affairs for 2026 Competitive 9% Housing Tax Credits for an affordable senior housing project to be located in the vicinity of SW 58th Ave. and S. Washington St.

Agenda Item Summary: This item considers a Resolution of Support for 58th Manor, L.P.'s application to the Texas Department of Housing and Community Affairs (TDHCA) for 2026 Competitive 9% Housing Tax Credits for an affordable senior housing project to be located in the vicinity of SW 58th Ave. and S. Washington St. This Resolution states that the City of Amarillo supports 58th Manor, L.P. applying for funding through the Affordable Housing Program (AHP), and is committed to a development fee waiver in the amount of \$500. It further declares the City's support of 58th Manor's community revitalization efforts with this development.

Previous resolutions include:

- Resolution 02-08-22-4: passed by the City Council for their initial application to TDHCA (not successful)
- Resolution 04-09-24-1: passed by the City Council for their application to the FHLB-Dallas (not successful)
- Resolution 04-09-24-2: passed by the City Council for their pursuit of a partnership with Panhandle Regional Housing Finance Corp (no longer being pursued)

Those resolutions were approved under the project name "Estacado Estates" and, at those times, the project was intended to remain tax-exempt. JES Holdings, the parent company, has renamed the project for easier tracking, but the construction components of the project remain the same. JES Holdings has determined that placing this project on the tax rolls is more financially feasible now under the current Federal administration and is hopeful that their most recent application for a new allocation of housing tax credits will be successful.

JES Holdings has cited that the updated, 2026 QAP rules make it more financially feasible and able to stay on the tax rolls because of:

- increase in construction cost eligible bases
- the removal of the quantity of low-income units scoring category
- increased number of credits available in the region
- reduced unit sizes

JES is hopeful that this will be the last time they need to seek Council assistance on the same project. However, if they are unsuccessful in the 2026 round, they are planning on trying again in 2027.

Requested Action: Approve as presented.

Funding Summary: Fee waivers in the amount of \$500 is the only funding tied to this request.

Purchasing Summary: N/A

Community Engagement Summary: City Council approved this resolution upon first reading with a unanimous 5 - 0 vote on December 9, 2025.

Staff Recommendation: Staff recommends approving as presented.

RESOLUTION NO. 12-09-25-3

A RESOLUTION OF THE CITY OF AMARILLO CITY COUNCIL: SUPPORTING A HOUSING TAX CREDIT APPLICATION FOR THE 58th MANOR DEVELOPMENT; COMMITTING TO A DEVELOPMENT INCENTIVE; AUTHROIZING STAFF; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds there is a continuing need for additional affordable and low-income housing in Amarillo; and

WHEREAS, 58th Manor, L.P. has proposed a development for affordable senior housing at the northwest corner of Southwest 58th Avenue and South Washington Street, named 58th Manor, in the City of Amarillo, Randall County, Texas; and

WHEREAS, 58th Manor, L.P. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2026 “Competitive 9% Housing Tax Credits” for the 58th Manor project.

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

SECTION 1. The City of Amarillo, acting by and through its governing body, hereby confirms that it supports the proposed development, 58th Manor, to be located near the northwest corner of Southwest 58th Avenue and South Washington Street, as evidenced by this Resolution.

SECTION 2. The City confirms that it will commit development fee waivers in an amount of \$500 to 58th Manor, L.P. conditioned upon receipt of Housing Tax Credits.

SECTION 3. The City Manager or designee is authorized to execute all reasonably necessary documents to implement this Resolution. The City Secretary is hereby authorized and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.

SECTION 4. This Resolution is effective on the date of its approval.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 9th day of December 2025; and PASSED on Second and Final Reading on this 13th day of January 2026.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

DRAFT



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Communication, Public Safety

Department: Office of Emergency Management

Contact Person: Max Dunlap, Emergency Management Coordinator

Agenda Caption: Consideration of Resolution No. 12-09-25-5 This item is the second and final reading to consider a resolution authorizing the City of Amarillo's participation in the Panhandle Region (Texas State Planning Region 1) Regional Mutual Aid Agreement and designating the Mayor to serve as the City's chief representative in all matters pertaining to the City's participation in this agreement.

Agenda Item Summary: The City of Amarillo is currently a participant in the Panhandle Region Mutual Aid Agreement. This updated agreement continues to establish the terms by which the City and surrounding jurisdictions request and provide aid during emergencies exceeding local resources. Authorized officials may request assistance through the Panhandle Regional Planning Commission's Multi-Agency Coordination Center (MACC), which coordinates aid efficiently across the region. Participation enhances Amarillo's disaster response capabilities without obligating mandatory aid responses, fostering regional cooperation for public safety.

Requested Action: Council consideration and approval of Resolution No. 12-09-25-5, authorizing Amarillo to participate in the updated Panhandle Region Mutual Aid Agreement and designating the Mayor as the City's chief representative for this agreement.

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: The agreement promotes resource-sharing and mutual support among Panhandle jurisdictions, enabling rapid and coordinated responses to disasters and emergencies such as wildfires, severe weather, and civil disturbances. This regional collaboration exemplifies the Panhandle spirit of neighbors helping neighbors to protect lives and property. City Council approved this resolution upon first reading with a unanimous 5 - 0 vote on December 9, 2025.

Staff Recommendation: Staff recommends approval of Resolution No. 12-09-25-5 and continued participation in the Panhandle Region Mutual Aid Agreement.

RESOLUTION NO. 12-09-25-5

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS:
AUTHORIZING THE CITY'S PARTICIPATION IN THE
PANHANDLE REGION (TEXAS STATE PLANNING REGION
1) REGIONAL MUTUAL AID AGREEMENT AND
DESIGNATING THE MAYOR TO SERVE AS THE CITY'S
CHIEF REPRESENTATIVE IN ALL MATTERS PERTAINING
TO THE CITY'S PARTICIPATION IN THIS AGREEMENT.

WHEREAS, the City of Amarillo is vulnerable to disasters, both man-made and natural, which pose a threat to the welfare and safety of the City's residents and their property; and

WHEREAS, in the event of a large-scale disaster, City of Amarillo could be faced with a situation that exceeds its capacity to effectively respond to the incident, thereby placing residents and their property at greater risk; and

WHEREAS, this same limitation impacts localities across the Texas Panhandle; and

WHEREAS, it would benefit the City of Amarillo, as well as the other localities of the region, if during times of exigency, disaster assistance could be shared by and between those localities, as needed and available, to affect a higher, more appropriate level of response; and

WHEREAS, the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement was developed to provide for the sharing of disaster assistance among the localities of the region, as needed and available, to afford all residents of the Panhandle a greater degree of protection; and

WHEREAS, the City of Amarillo finds that it is in the best interest of its residents to participate in the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement.

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

SECTION 1. The City is hereby authorized to join itself as a party to the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement..

SECTION 2 The Mayor, as the City's Emergency Management Director is designated to serve as the City's Chief Representative in all matters pertaining to its participation in this

Agreement.

SECTION 3. The City agrees to abide by the terms of this Agreement, insomuch as it benefits the welfare and safety of our residents and their property.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 9th day of December 2025; and PASSED on Second and Final Reading on this 13th day of January 2026.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

**PANHANDLE REGION (TEXAS STATE PLANNING REGION 1)
MUTUAL AID AGREEMENT**

This Mutual Aid Agreement (the "**Agreement**") is made by and between the cities and counties of the Texas State Planning Region 1 (as designated by the Governor's Office) and for the purpose of this document referred to as the "**PRPC COG**" or "**COG**"), who have, by resolution of their governing body, adopted and joined themselves to this Agreement as a participating party (the "**Parties**").

RECITALS

- A. The impacts of natural and man-caused disasters have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters.
- B. The Parties recognize the vulnerability of the people and communities located within the Region to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party.
- C. The Parties recognize that in the past, mutual aid has been provided between or among the Parties in the form of personnel, supplies and equipment during disasters and/or civil emergencies as well as during recovery periods.
- D. The governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency.
- E. The Parties hereto wish to make suitable arrangements for furnishing mutual aid in coping with disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act) Chapter 418, Texas Government Code (Texas Disaster Act of 1975) as amended and the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
- F. The Parties desire to make such arrangements in a manner consistent with the Texas Statewide Mutual Aid System but tailored to support the mutual aid working relations that have traditionally served the jurisdictions in Texas State Planning Region 1.
- G. The Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that to the extent possible, adequate equipment is available, and would help ensure that mutual aid is accomplished in the minimum time possible, and thus desire to enter into an agreement to provide mutual aid.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein, the participating Parties, authorized by appropriate actions of their governing, bodies, hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions by which a Requesting Party may request aid and assistance from one or more Responding Parties in responding to an emergency or disaster that exceeds the resources available in the Requesting Party's jurisdiction or through the Requesting Party's local mutual aid agreements, should such agreement(s) exist.

2. **Previous Agreement.** This Agreement replaces the previous Regional Mutual Aid Agreement created for Texas State Planning Region 1 in March 2004, February 2014, and July 2021.
3. **Legal Authority.** This Agreement is made pursuant to the authority of Chapters 418, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.
4. **Definitions.**

“***Civil emergency***” means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.

In accordance with Section 362.002, Texas Local Government Code, law enforcement “*assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the other county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority.*”

“***Declaration of Local Disaster***” means an official statement issued by a jurisdiction’s Emergency Management Director or his/her authorized designee to declare that a state of emergency exists in the jurisdiction, or part thereof, as a result of natural or man-caused conditions which may present severe threats to life and property of the residents therein.

“***Disaster Assistance***” means the provision of emergency management, police, fire, emergency medical, utility, street, debris removal, and/or other related services, without limitation, during a disaster.

“***Disaster***”, consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, of loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of “disaster” as that word is defined in Section 418.004 of the Texas Government Code. “Disaster” does not include ordinary emergencies, such as a small localized hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

“***Disaster District Chief or DC or DDC***” means the Chief of the Texas Division of Emergency Management (TDEM) disaster district. TDEM Disaster District 1 mirrors the PRPC COG region. The DC, or their designee, serves as the initial source of state emergency assistance for local governments. The DC will, when requested, facilitate the

identification, mobilization, and deployment of state personnel, state equipment, state supplies, and technical support in response to requests for emergency assistance from local governments.

“Incident Command System or ICS” means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a sub-component of NIMS.

“Incident Commander” means the person responsible for all aspects of an emergency response; including quickly developing incident objectives (incident action plans), managing all incident operations, application of resources as well as responsibility for all persons involved.

“Panhandle Multi-Agency Coordination Center or PMACC” means the organizational structure developed and managed by the PRPC’s Panhandle Regional Emergency Management Advisory Committee (PREMAC) to facilitate the filling of mutual aid resource and asset requests, to the extent possible, during large-scale emergencies or disasters in the Panhandle region. The MACC works in coordination with the DDC.

“Mutual Aid” means resources such as personnel, equipment, services and/or supplies which are provided across jurisdictional boundaries by the Responding Party to the Requesting Party under a reciprocal agreement.

“National Incident Management System or NIMS” means a system prescribed by Homeland Security Presidential Directive 5 to coordinate emergency preparedness and incident management among various federal, state, and local agencies. NIMS provides a uniform nationwide approach to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents no matter what the cause, size or complexity, including catastrophic acts of terrorism and disasters.

“Operational Period” means the period of time scheduled for the execution of a given set of operational actions such as those specified in the Incident Commander’s incident action plan.

“Requesting Party” means the Party receiving mutual aid or assistance from a Responding Party which is providing the mutual aid or assistance at the request of the Requesting Party.

“Responding Party” means the Party that has received a request to furnish mutual aid or assistance from another Party and has agreed to provide the same.

“Unified Command” means a group that consists of the Incident Commanders from the various jurisdictions or organizations involved with a disaster response joining together to form a single command structure.

“WebEOC®” means a specific named web-enabled crisis information management system that allows for real-time information sharing. *WebEOC*® provides a method for expedient information exchange between organizations, within and across disciplines and geographic regions regarding the actual status of events as they are occurring. This system may be replaced with a similar system that serves the same purpose.

5. **Request for Assistance.** The request for assistance:
- a. will be made only after the Requesting Party's response assets and those assets available through the Requesting Party's local mutual aid agreements, if such other agreement(s) exist, have been fully committed to the emergency or disaster response;
 - b. will be made after a Declaration of Local Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code;
 - c. will be made by the highest-ranking authority of the Requesting Party available at the time of need or as provided under sub-part e. below;
 - d. will be made to the highest-ranking authority of the Responding Party available at the time of need or as provided under sub-part e. below;
 - e. may be made by the highest-ranking authority of the Requesting Party to PRPC Regional Services Staff, who may in turn, contact the PREMAC Chairperson to request activation of the PMACC to assist in filling the mutual aid request(s);
 - f. will specify to the greatest extent possible the location to which the resources are to be dispatched, the nature of the problem requiring assistance, the resources requested, and the specific time the resources will be needed; and
 - g. may be made verbally or in writing; however, if a request is made verbally, it must be confirmed in writing as soon as practical thereafter the verbal request is made.

- 5b. **Response to Request for Assistance.** Notwithstanding anything in this Agreement, the decision as to whether or not to respond in any particular situation or the level of response requested is at the sole discretion of the representative of the Responding Party making the decision.

The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and to what extent the Responding Party's resources are available and should be provided and subject to availability that does not disrupt proper service to its own jurisdiction.

6. **Parties' Emergency Management Plan.** Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency/disaster mitigation, preparedness, response and recovery, in accordance with Chapter 418 of the Texas Government Code. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide mutual aid. The emergency management plan shall be submitted to the Texas Division of Emergency Management.
7. **Emergency Management Director.** The County Judge of each county or Mayor of each city participating in this Agreement shall serve as the Emergency Management Director for his/her respective jurisdiction and shall take all steps necessary for the implementation of this Agreement.

Each Emergency Management Director may designate an Emergency Management Coordinator who shall serve as an assistant to the presiding officer of the political subdivision for emergency management purposes.

8. **Incident Command.**
- (a) Each Party will have an incident command system in place. The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be under the direction of the Requesting Party's Incident Commander, unless the

Incident Commander based on the facts and conditions at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other valid reason. In order to realize maximum effectiveness, it is the intention of the Parties that to the extent possible, responses will be made under a unified command with the highest degree of coordination possible under the circumstances.

- (b) The Incident Commander of the Responding Party shall report to the Requesting Party's Incident Commander at the location to which the mutual aid resources are dispatched.
 - (c) A Responding Party shall be released by the Incident Commander when the services of the Responding Entity are no longer required or when the officer in charge of the Responding Party's forces determines, in the officer's sole discretion, that further assistance should no longer be provided.
 - (d) Responding personnel must meet the minimum standards for their position as established by their jurisdiction.
 - (e) If there is a conflict between the operating procedures and professional standards of the Responding Party and the Requesting Party, the operating procedures and professional standards of the Responding Party will control the use of the Responding Party's assets and personnel.
9. **Training and Exercises.** The Parties will ensure that their personnel and appropriate officials are properly trained in ICS and NIMS and will endeavor to actively participate in multi-jurisdictional training exercises and drills for the type of emergency response situations which may result in a request under this Agreement.

10. **Other Mutual Aid Agreements, Supplementary Agreements and Protocols.** The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in disaster response situations.

Notwithstanding the foregoing, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency - services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another

Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

11. **Responsibility for Response Costs.** The Parties to this Agreement concur that the Requesting Party shall not be required to reimburse a Responding Party for response costs incurred during the first 12-hour Operational Period. The Requesting Party will be required to reimburse for response services delivered by the Responding Party after the first Operational Period. For the purpose of this Agreement an Operational Period begins when the Responding Party checks in at the scene of operation and ends when the Responding Party is released by the Incident Commander or leaves the scene of its own volition (per Paragraph 8, Sub-part (c) above).

If a Responding Party has not been released by the Requesting Party's Incident Commander and incurs costs beyond the first Operational Period, the Requesting Party will make reimbursement as soon as practical thereafter following the receipt of a claim by the Responding Party. The claim may include documented costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation incurred in providing the mutual aid assistance requested by the Requesting Party.

If after 90 days from the receipt of said claim, reimbursement has not been made then, the Responding Party may contact the Requesting Party to work out a mutually-agreeable payment schedule for settling the claim. In the event of a dispute regarding a request for reimbursement, both parties agree to submit the matter to mediation using a mediator acceptable to both parties.

Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

Agencies or organizations that self-deploy to an emergency or disaster scene, without having been requested by the Requesting Party in accordance with Paragraph 5 above, will not be eligible for reimbursement; regardless of the amount of time spent at the scene. Self-deploying agencies or organizations may be instructed by the Incident Commander to leave the scene.

12. **Participation Notice.** Each Party shall notify the PRPC COG Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.
13. **Administrative Services.** The PRPC COG agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and providing all Parties, when requested, in a timely manner, with a current list of contact information for each Party.
14. **Federal and State Participation.** Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the PRPC COG Executive Director.

15. **Adjacent County Participation.** Jurisdictions and agencies in counties adjacent to but outside of Texas State Planning Region 1, including those in Oklahoma and New Mexico that have traditionally exchanged mutual aid with jurisdictions and agencies inside Texas State Planning Region 1 may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the PRPC COG Executive Director.
16. **Inventory and Database.** A database of mutual aid resources available for response under this Agreement will be managed and maintained by the COG and made accessible to the participating Parties, when requested, on a timely basis.
17. **Withdrawal.** A Party may withdraw from this Agreement at any time by written notice to the COG Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding reimbursement claims for previously rendered disaster assistance.
18. **Not for Benefit of Third Parties.** This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.
19. **Exercise of Police Power.** This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.
20. **Immunity not Waived.** Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
21. **Civil Liability to Third Parties.** Each Responding Party and Requesting Party will be responsible for any civil liability for its own actions and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.
22. **Waiver of Claims Against Parties; Immunity Retained.** The Parties agree that they shall not be liable to each other, and hereby waive all claims against the other Parties, for compensation for any loss, damage, including attorney's fees and interest personal injury, or death occurring as a consequence of the performance of the Agreement, except those caused in whole or in part by the gross negligence or intentional act of any officer, employee, or agent of another party. No Party waives or relinquishes any immunity or defense it may enjoy under state law and specifically Section 421.062 of the Texas Government Code for the furnishing of a homeland security activity as that term is defined in Chapter 421 of the Texas Government Code on behalf of itself, its officers, employees and agents for the performance of an activity under this Agreement.
23. **Insurance.** To the extent possible, each Party under this Agreement will maintain the following insurance coverages at the appropriate levels:
 - (a) Worker's Compensation Coverage: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

- (b) **Automobile Liability Coverage:** Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of actions related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and Public Official's liability insurance, if applicable, or maintain a comparable self-insurance program.

24. **Equipment and Personnel.** During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the Requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.
25. **Expending Funds.** Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
26. **Term.** This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Paragraph 17 of this Agreement. Withdrawal from participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.
27. **Maintenance and Review of the Agreement.** With PRPC Administrative Regulation #36, the PRPC Board of Directors has charged the Panhandle Regional Emergency Management Advisory Committee (PREMAC) with providing "*general direction to foster the development and maintenance of a region-wide system of Mutual Aid*". The PREMAC will review this Agreement at least every five years, from the date of its adoption by the PRPC Board, to ensure its continued relevance and conformance with State/Federal legislation and policies. Any future changes or revisions recommended by the PREMAC will be presented to the PRPC Board of Directors for consideration of approval. Upon approval, the changes or revisions will be disseminated to the Parties who then at their discretion, ratify the changes or revisions or withdraw from this Agreement per Paragraph 17.
28. **Amendments to Agreement.** This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the obligations in this Agreement, without the express action of the governing body of the Party.

29. **Interlocal Cooperation Act.** The Parties agree that mutual aid in the context contemplated herein is a "*governmental function and service*" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.
30. **Entirety.** This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.
31. **Severability.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
32. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
33. **Representation of Authority.** The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement represents that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
34. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.
35. **Captions.** Captions to the provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Business Friendly Community
Fiscal Responsibility

Department: Planning and Development Services

Contact Person: Drew Brassfield, Assistant Director of Planning

Agenda Caption: Consider Approval - Center City Tax Increment Reinvestment Zone #1 Developer Agreement with Herring Hotel Partners, LLC. This item considers approval of a Tax Increment Reinvestment Zone (TIRZ) #1 developer agreement with Herring Hotel Partners, LLC regarding a project to renovate an existing historic structure into a hotel located at 311 SE 3rd Ave. The agreement is for 100% annual reimbursement of ad valorem taxes for ten (10) years and a one-time grant not to exceed \$900,000 for facade and infrastructure improvements. The payment of these incentives is contingent upon no less than \$90MM in private investment, project completion, and other obligations. The agreement also includes reimbursing the City in the amount of \$244,000 for disposing of Federal interest on City-owned property committed to the project by the City of Amarillo.

Agenda Item Summary: Before the Center City TIRZ was established, downtown was declining, stagnant, or seeing very minimal annual increases. Since this TIRZ was formed, downtown has seen 115% increase in taxable value in less than 20 years. Center City TIRZ #1 has four key goals for the zone: Hotels, Urban Residential, Office/Commercial/Retail, and Ballpark/Family Entertainment Venues. Within the Hotel Goal, key metrics include an overall investment of \$67MM and 1,200 total rooms. As of 2025, TIRZ #1 has seen \$65.9MM invested into hotels and 448 rooms have been developed.

Herring Hotel Partners, LLC is proposing to invest a minimum of \$90MM to restore the historic Herring Hotel back into a fully functional, nationally recognized upscale boutique hotel. This effort would include redeveloping approximately 217,000 sq. ft. into approximately 200 rooms and would include a rooftop bar and lounge, outdoor pool with courtyard, event/meeting space, and a full-service restaurant. This development would see the Center City TIRZ far exceed its hotel investment goal and would assist in bringing the hotel room goal above 50% to target.

The requested TIRZ agreement incentives this project by offering 100% of ad valorem rebates for a period of 10 years and a one-time grant not to exceed \$900,000 for facade and infrastructure improvements. These incentives are contingent upon the minimum private investment of \$90MM, compliance with all terms and conditions outlined in the agreement and exhibits, commencing construction (obtaining building permit and actively engaged in building activities) within 15 months of the agreement's execution, and obtaining a Certificate of Occupancy on or before the 3-year anniversary of the building permit being issued. The first rebate payment is anticipated no earlier than June 2029. The agreement also includes reimbursing the City in the amount of \$244,000 for disposing of Federal interest on City-owned property committed to the project by the City of Amarillo.

Additionally, this project delivers a solution for an existing vacant and historically significant structure that currently offers limited prospects for reuse. Without private investment of this scale, the property's future would likely involve ongoing deterioration and eventual public intervention, creating both financial and civic burdens for the City. By restoring the Herring Hotel, this development transforms a liability into a landmark asset, preserving history, eliminating potential taxpayer expense, and ensuring that the building contributes positively to the downtown area for generations to come.

Requested Action: Requesting approval, as presented.

Funding Summary: Funding is limited to the Tax Increment Fund established for the Center City TIRZ #1.

Purchasing Summary: N/A

Community Engagement Summary: This item was previously discussed at the public City Council meeting held on October 14, 2025 and the Center City TIRZ #1 Board meeting on October 22, 2025. The Center City TIRZ #1 Board approved the developer agreement with a 7-1 vote on January 5, 2026. The request will also be presented to the Potter County Commissioners Court on January 12, 2026, for any comments they might want to share with City Council regarding the proposal.

Staff Recommendation: Staff recommends approval as presented.

**DEVELOPER AGREEMENT
TAX INCREMENT REINVESTMENT ZONE NO. 1,
CITY OF AMARILLO, TEXAS**

This DEVELOPER AGREEMENT ("Agreement") is entered into by and between the **TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, 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 Herring Hotel Partners, 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 December 19, 2006, the City Council approved Ordinance No. 7012 establishing Tax Increment Reinvestment Zone Number One, 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 November 13, 2007, pursuant to Ordinance No. 7076, the CITY did approve Tax Increment Financing Reinvestment Zone Number One, City of Amarillo, Texas, Project and Financing Plan (the "Plan") and certain amendments to Ordinance No. 7012;

WHEREAS, on December 13, 2022, the City Council approved Ordinance No. 8032, amending the termination date of the zone to December 31, 2056 and the City's participation to fifty percent (50%) from 2036 until the termination of the zone;

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 purposes of the Zone;

WHEREAS, pursuant to Section 311.010 of the Act and the provisions of City Ordinance No. 7012, 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 four goals: 1) Convention hotel, 2) Urban residential development, 3) Office/Commercial/Retail development, or 4) Ballpark/Family entertainment venues;

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 hotel development project (the "Project") was approved for TIRZ participation by the Amarillo City Council on _____;

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 has acquired fee simple title to 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. The Herring Hotel, located at 311 SE 3rd Avenue, was constructed in 1927 by Cornelius Herring. The 14 story, historic hotel is one of the last remaining examples of high-rise construction from the mid-1920s oil boom years of the City.

Section 2. Project & Financing

Developer proposes to invest a minimum of \$90 million to develop approximately 217,000 square feet of existing structure into an approximately 200-room hotel with rooftop bar and lounge, outdoor pool with courtyard, event/meeting space and full-service restaurant of the quality generally associated with a nationally recognized upper-upscale (as defined by STR Global or comparable hospitality industry classification) boutique hotel brand such as Marriot (Tribute Portfolio), Hilton (Curio), IHG (Kimpton), or another brand of comparable quality reasonably acceptable to the City or similar (the "Private Improvements"), which are more particularly described in 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. TIF reimbursements are performance-based and contingent upon completion and compliance with all Agreement terms.

In addition, Zone shall reimburse City an amount not to exceed Two Hundred Forty-Four Thousand Dollars (\$244,000) for the purpose of enabling the City to satisfy and clear the federal interest encumbering certain real property owned by the City that was previously designated for Amarillo City Transit use and acquired or improved in part with assistance from the Federal Transit Administration (FTA).

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 one-hundred percent (100%) reimbursement of the annual ad valorem tax increment (defined below) 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. In addition, the Zone agrees to provide a one-time reimbursement (as a grant) to Developer, in an amount not to exceed \$900,000, payable after certificate of occupancy for infrastructure and façade improvements, which reimbursement will be made upon Developer's submission of paid invoices and evidence reasonably satisfactory to the Zone that such improvements have been completed. The Reimbursement is contingent upon: (i) a building permit issued within fifteen (15) months of City Council approval of this Agreement; (ii) certificate of occupancy received within three (3) years of building permit issuance; and (iii) acceptable streetscape be installed in accordance with Downtown Amarillo Urban Design Standards specified in the attached Exhibit C.

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 the City approved this Agreement and January 1 of each subsequent year during the term of this Agreement.

Unless explicitly provided differently in an exhibit attached hereto, all qualifying grants, loans, reimbursements and any other financial payment to Developer under this Agreement shall be made in annual installments no later than June 30 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.

Notwithstanding the terms of this Agreement, Developer acknowledges that, beginning January 1, 2037, the Zone's participation shall be limited to fifty percent (50%) of the ad valorem tax increment attributable to the Property, and Developer's annual reimbursement for any year commencing on or after January 1, 2037 shall be limited to one hundred percent (100%) of the reduced increment actually received by the Zone, regardless of the balance of the Tax Increment Fund or any other provision of the TIF.

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, except as may otherwise be expressly approved by the Amarillo City Council. Upon termination of the Zone on December 31, 2056, as provided by Ordinance No. 8032 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

Notwithstanding Section 7, 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 and after ten annual reimbursements are paid to the Developer; or (c) the expiration of the term of the Zone. Section 8 shall survive termination of this Agreement.

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. Extension of Deadlines

In addition to any extensions permitted under Section 8 (Force Majeure), Developer and City each have the one-time right to extend any deadline set forth herein for a period of up to 180 days for the convenience of such party, such right to be exercised by written notice to the other party on or before such deadline to be extended.

Section 8. Force Majeure

It is expressly understood and agreed by the Parties that, if the performance of any obligations hereunder is delayed by reason of a Force Majeure Event, 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. A "Force Majeure Event" means any event or occurrence that is not within the control of such Party or its Affiliates and prevents a Party or its Affiliates from performing its obligations under this Agreement, including without limitation, any act of God, war, terrorism or the imminent threat thereof, insurrection, civil commotion, riots, labor disputes, strikes, lockouts, embargoes, hurricanes or named windstorms, unusual weather, fire, casualty, disruption to local, national or international transport services or exceptional or abnormal lack of availability of construction materials/supplies, epidemics, quarantine, any other public health restrictions, or public health advisories of a Party hereto, any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the Party, over the Project or over a Party's operations. For the avoidance of doubt, no Party shall be deemed to be in Default under this Agreement during the pendency of a Force Majeure Event, and any applicable notice, performance, or cure period shall be tolled for the duration of such Force Majeure Event.

Section 9. Indemnity

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE ZONE, THE BOARD, THE CITY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, ASSIGNS AND SUCCESSORS, 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 TO THE EXTENT CAUSED 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 OR WILFUL MISCONDUCT 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. DEVELOPER'S INDEMNITY OBLIGATIONS HEREUNDER SHALL BE LIMITED TO THE AMOUNT OF COVERAGE REQUIRED TO BE CARRIED UNDER THIS AGREEMENT OR ACTUALLY AVAILABLE UNDER DEVELOPER'S APPLICABLE INSURANCE POLICIES, WHICHEVER IS GREATER. DEVELOPER SHALL MAINTAIN ALL REQUIRED INSURANCE THROUGHOUT THE TERM OF THIS AGREEMENT AND SHALL PROVIDE CERTIFICATES OF INSURANCE TO THE CITY ANNUALLY AND UPON REQUEST.

Section 10. 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, provided that the failure to meet any numerical target within this section shall not, in and of itself, constitute a default hereunder. 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 11. 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, and such failure continues beyond any applicable cure period provided herein. 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) days' 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 12. 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 (collectively, the "Applicable Laws"). Any violation of Applicable Laws in any material respect by Developer which remains uncured following notice of such violation and opportunity to cure pursuant to Section 10 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 13. 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. 1
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:

Herring Hotel Partners, LLC
2813 Parker Street
Amarillo, TX 79109
Phone/Fax:

Copy to:

Office of the City Attorney
623 S. Johnson
Amarillo, Texas 79101
Fax: 806/378-3018

Copy to:

Same as Developer

Section 14. 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 15. 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 and delivered by facsimile, portable document format (PDF), or other electronic means, including digital or electronic signatures (such as DocuSign or other similar platforms), and any such executed counterpart shall be deemed an original and equally admissible as an original ink-signed copy.

Section 16. Captions and Recitals

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. The Recitals are a part of this Agreement.

Section 17. 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), the Developer's financial institution, or any special-purpose entity created for purposes of financing the Project that is controlled by Developer, its principals, or any Affiliate, including any master tenant or lessee entity created in connection with a federal or state historic tax credit transaction in which Developer or its Affiliate will serve as project sponsor and controlling party.

Section 18. 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 19. Confidentiality

Any nonpublic financial, payroll, or proprietary information, including, without limitation, proprietary information relating to Developer's financing arrangements, investor admission documents, and historic tax credit transaction structures, provided by Developer to the Zone or City pursuant to this Agreement shall be used solely for purposes of administering this Agreement and confirming compliance herewith, and shall be kept confidential to the fullest extent permitted by law, subject to applicable disclosure obligations under the Texas Public Information Act.

Section 20. 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
CITY OF AMARILO, TEXAS

HERRING HOTEL NUMBER ONE,
PARTNERS, LLC

By: _____
Dean Frigo Date

By: _____
Todd Harmon, Date
Managing Partner

CITY OF AMARILLO, TEXAS

APPROVED AS TO FORM FOR CITY
& ZONE

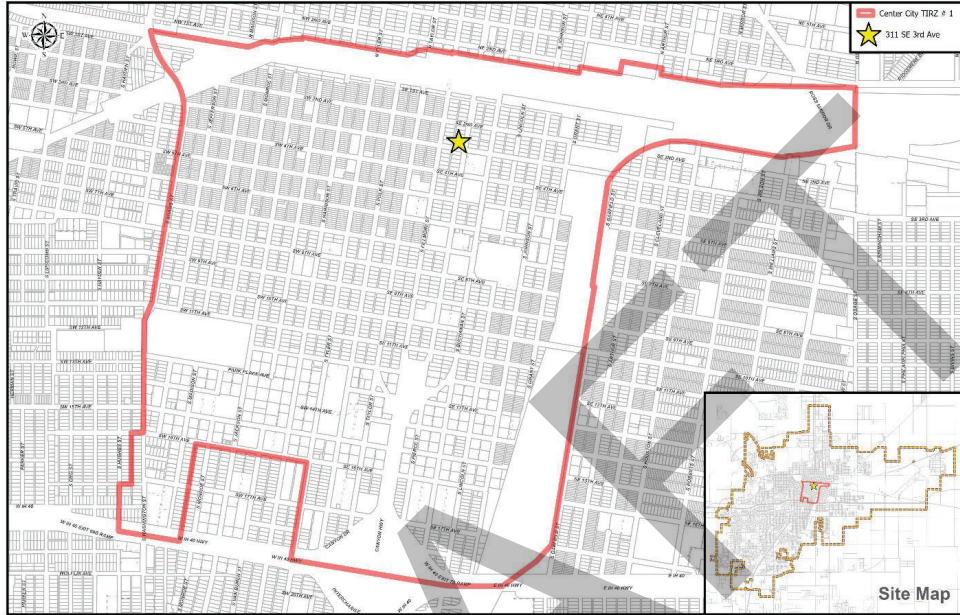
By: _____
Grayson Path Date
City Manager

By: _____
Bryan McWilliams Date
City Attorney

Attachments that are part of this Agreement:

- Exhibit A Site description & map
- Exhibit B Private Property Improvement
- Exhibit C Streetscape Standards

Exhibit A
Site Description and Map



Site Legal Description
Herring Hotel, commonly known as 311 SE 3rd Ave., Amarillo, TX 79101
and legally described as follows:

LOTS	1-5
BLOCK	26
ADDITION	Glidden and Sanborn
CITY	Amarillo, TX
COUNTY	Potter County, TX

EXHIBIT B
PRIVATE PROPERTY IMPROVEMENTS

SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED

Developer promises to construct the following improvements to the Property described in Exhibit A:

Business/Land Use	~217,000 ft ² existing structure redeveloped into an approximately 200-room hotel generally associated with a nationally recognized upper-upscale boutique hotel brand
Other Improvements	Rooftop bar and lounge, outdoor pool with courtyard, event/meeting space, and full-service restaurant
Streetscape and Façade Improvements	Façade and streetscape improvements will adhere to the City's Downtown Amarillo Urban Design Standards (DAUDS) as codified in the Amarillo Code of Ordinances § 4-10-121. Project must receive a Certificate of Appropriateness from the Board of Review for Landmarks and Historic Districts and Downtown Design.

SECTION 2. FINANCIAL ANALYSIS

The proposed TIF assistance will encourage and support the Project and is consistent with the goals of the Zone and public purpose to diversify the economy, eliminate underemployment in the zone, develop or expand business, and commercial activity in the TIRZ. Making grants and rebating tax increments will serve those ends.

In order to make Developer's proposed development viable, Developer has requested that the Zone reimburse Developer for certain costs incurred 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 \$90MM 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.
- Commence construction on or before the expiration of 15 months following execution of the Agreement, which means both obtaining a building permit and being actively engaged in building activities.
- Obtain a Certificate of Occupancy for the building on or before the expiration of three (3) years of building permit issuance.
- Anticipate the first reimbursement no earlier than June 2029. There will be no reimbursement until a Certificate of Occupancy is issued, all taxes on Property are paid to current, and all other conditions of this exhibit and the Agreement are satisfied. Developer acknowledges that any anticipated reimbursement date is estimative only and not a commitment by the Zone.

EXHIBIT C
STREETSCAPE STANDARDS

See: [2019-12-30-DAUDS-Clean Fin.pdf](#) Downtown Amarillo Urban Design Standards, as adopted 2010 and amended 2014 and 2020. Division 3 – Downtown Urban Design Overlay District within Sec. 4-10 Zoning.

DRAFT



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Public Safety

Department: Police Department

Contact Person: Jimmy Johnson, Interim Police Chief

Agenda Caption: **Consider Purchase - Ammunition for Amarillo Police Range.** This item considers the purchase of ammunition for the Amarillo Police Range.

Award to: GT Distributors (BuyBoard #698-23)

Amount: \$78,847.92

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary:

This purchase is a replacement for ammunition that has been used during recent training and qualification courses. Replenishing this supply is necessary to maintain required inventory levels and ensure officers have adequate ammunition for continued training and duty use. Regular firearms training is essential for maintaining officer proficiency, accuracy, and readiness, supporting both operational effectiveness and public safety.

Requested Action: Request Council's approval and award of ammunition.

Funding Summary: Funding for this award is available from ammunition, Account 1610.52000.

Purchasing Summary: The purchase will be made from account 1610.52000 under BuyBoard Contract #698-23. For the past several years, the Police Department has utilized GT Distributors for ammunition purchases. GT Distributors also supply the department with ballistic vests, uniforms, and various other equipment used by officers in the field. The vendor is an approved BuyBoard cooperative contract member, ensuring competitive pricing and compliance with purchasing requirements.

Community Engagement Summary: N/A

Staff Recommendation: City staff recommends approval.

To be awarded as one lot	GT Distributors	
Line 1 Federal Cartridge 9Mm 124 Gr FMJ , per specifications		
120 ea		
Unit Price	\$264.140	
Extended Price		\$ 31,696.80
Line 2 Federal Cartridge .45 Auto 230 Gr Fmj, per specifications		
18 ea		
Unit Price	\$421.470	
Extended Price		\$ 7,586.46
Line 3 Federal Cartridge-9MM-147 Gr. HST, per specifications		
10 ea		
Unit Price	\$432.830	
Extended Price		\$ 4,328.30
Line 4 Federal Cartridge-.45 Auto-230 Gr-HST HP , per specifications		
2 ea		
Unit Price	\$593.580	
Extended Price		\$ 1,187.16
Line 5 American Eagle .223 Rifle 62Gr-FMJ-Boat Tail, per specifications		
50 ea		
Unit Price	\$501.120	
Extended Price		\$ 25,056.00
Line 6 CCI 62gr .223 GDSP, per specifications		
10 ea		
Unit Price	\$824.320	
Extended Price		\$ 8,243.20
Line 7 Freight, per specifications		
1 ea		
Unit Price	\$750.000	
Extended Price		\$ 750.00
Total		\$ 78,847.92



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Business Friendly Community
Fiscal Responsibility
Technology and Innovation

Department: Civic Center

Contact Person: Bo Fowlkes, General Manager

Agenda Caption: Consider Award - Professional Audio/Video Services Agreement. This item considers the award of an agreement for Audio/Video professional services at the Amarillo Civic Center Complex. The initial term of the agreement will be two years, with two one-year options to renew.

Lessee: Sweet Southern Sound, LLC

Amount: Revenue plus discount agreement

Is the item budgeted? No

Agenda Item Summary: Professional Audio/Video Services Agreement. This is the awarding of a Professional Audio/Video Services contract that covers most events at the Civic Center that are ticketed through our box office, panhandletickets.

Requested Action: Approval

Funding Summary: This is a revenue/discount contract, not a budgeted expense item. It is very similar to the concession agreement.

Purchasing Summary: This was advertised in an RFP and Sweet Southern Sound provided the best overall response to the RFP. It is a revenue/discount contract, not a budgeted expense item. It is very similar to the concession agreement.

Community Engagement Summary: N/A

Staff Recommendation: Approval



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Infrastructure

Department: Facilities

Contact Person: Todd Stavenhagen, Director of Facilities

Agenda Caption: **Consider Award - North Branch Library Roof and HVAC Replacement Project.** This item considers the award of a roofing and HVAC replacement TexBuy contract to replace the existing roof with a new gravel roofing system and replace the HVAC at the North Branch Library.

Award to: All Star Sheet Metal & LLC (TexBuy #025-086)

Amount: \$415,736.65

Funding Source: General construction fund revenues (PRJ-0000114)

Is the item budgeted? Yes

Agenda Item Summary: This item considers the award of a contract with AllStar Sheet Metal, LLC. to remove and replace the existing modified bitumen system with a new gravel roofing system and replace the outdated HVAC units at the North Branch Library. The existing roof is over 30 years old, is heavily weathered and cracked, and has reached the end of service life. The HVAC units were installed in 1994 and have exceeded their service life; they are obsolete to the extent that replacement parts are no longer available. This contract will provide a new gravel roof system and new Carrier HVAC units, improving reliability and overall building performance.

Requested Action: Request approval of the contract

Funding Summary: Funding was approved through the 2025-2026 CIP process (PRJ-0000114).

Purchasing Summary: TexBuy #025-086

Community Engagement Summary: NA

Staff Recommendation: Staff recommends approval of the contract.

		All Star Sheet Metal & Roofing, LLC	
<hr/>			
To be awarded as one lot			
Line 1 Gravel Roof System, per specifications			
1 ea			
Unit Price		\$207,813.130	
Extended Price			\$ 207,813.13
<hr/>			
Line 2 Standing Seam Metal Roof System, per specifications			
1 ea			
Unit Price		\$10,484.380	
Extended Price			\$ 10,484.38
<hr/>			
Line 3 Concrete Wall Coating, per specifications			
1 ea			
Unit Price		\$1,188.000	
Extended Price			\$ 1,188.00
<hr/>			
Line 4 Electrical Work, per specifications			
1 ea			
Unit Price		\$20,196.250	
Extended Price			\$ 20,196.25
<hr/>			
Line 5 HVAC Work, per specifications			
1 ea			
Unit Price		\$79,661.500	
Extended Price			\$ 79,661.50
<hr/>			
Line 6 Plumbing Work, per specifications			
1 ea			
Unit Price		\$14,763.860	
Extended Price			\$ 14,763.86
<hr/>			
Line 7 Miscellaneous- forklift, temp fencing, temp toilets, dumbsters, per specifications			
1 ea			
Unit Price		\$12,340.090	
Extended Price			\$ 12,340.09
<hr/>			
Line 8 Contractor Regular Hours Coefficient per TXBuy, per specifications			
1 ea			
Unit Price		\$69,289.440	
Extended Price			\$ 69,289.44
<hr/>			
Total			\$ 415,736.65



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Infrastructure

Department: Facilities

Contact Person: Jerry Danforth, Managing Director of Capital Projects, Development & Engineering

Agenda Caption: Consider Approval - Change Order No. 2 - Amarillo Police Department 4th & 5th Floor

Remodel. This item considers approval of Change Order No. 2 to the Amarillo Police Department's 4th & 5th floor remodel project for the additional change of scope and locker room installation delays due to unforeseen structure repairs. The change order is necessary to complete the change in scope and repair the existing structure that was unforeseen in the design phase.

Award to: Wiley Hicks, Jr., Inc. (Tex Buy #023-086)

Amount:

Original award	\$3,371,800.00
Previous change order(s)	47,651.00
Current Change Order No. 2	<u>20,402.00</u>
Total award	\$3,439,853.00

Funding Source: General construction fund revenues (PRJ-462185) for original project, and Seized fund revenues to cover the current change order

Is the item budgeted? Yes

Agenda Item Summary: This purchase is for a change order to the existing contract with Wiley Hicks for an additional change in scope for the APD 4th floor project and delay due to locker room installation. The existing structure was deficient in multiple ways, such as exposed CMU block, masonry bricks, conduits, sewer piping, copper piping etc. The aesthetic appearance would have been undesirable. The locker room delay was related to the existing structure being the old parking garage with uneven walls and floors that caused the locker installer and contractor to make many field adjustments to ensure the lockers would be straight and level. This change order combined with Master Change Order 1 constitutes less than 2% of change to the overall contract.

Requested Action: Staff request approval of the change order.

Funding Summary: Wiley Hicks, JR., Inc.

Phase 1: 5th Floor Remodel - \$1,598,900.00

Phase 2: 4th Floor Remodel - \$1,772,900.00

Original Contract Total Dollar Amount: Phase 1 & Phase 2 - \$3,371,800.00

Change Order 1 - \$47,651.00

Change Order 2 - \$20,402.00

Total Change Order Request - \$68,053.00

New Contract Total - \$3,439,853.00

Amarillo Police Department has transferred the necessary funding from the seized fund account to cover the overages.

Purchasing Summary: Tex Buy# - 023-086

Community Engagement Summary: NA

Staff Recommendation: Staff recommends approval of the change order.

Change Order #2 4th & 5th floor remodel

To be awarded as one lot

Wiley Hicks JR

Line 1 Locker room installation

1 ea

Unit Price

\$20,402.000

Extended Price

20,402.00

Original Award

\$ 3,371,800.00

Change Order 1

\$ 47,651.00

Change Order 2

\$ 20,402.00

Revised Total

\$ 3,439,853.00



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Infrastructure

Department: Public Works

Contact Person: Alan Harder, Director of Public Works

Agenda Caption: Consider Purchase - Decorative Streetlights. This item considers the purchase of 19 decorative streetlights to be used by the traffic division for various new downtown development projects and for replacement of damaged light poles as needed. These streetlights will match existing decorative streetlights in downtown Amarillo, which are black with two globe lights and banner arms.

Award to: Techline, Inc. (Buyboard #711-23)

Amount: \$172,562.75

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item considers the purchase of 19 decorative streetlights to be used by the Traffic Division for various downtown development projects and to replace damaged decorative streetlights as needed. Decorative streetlights are a required element of the Downtown Amarillo Urban Design Standards (DAUDS) and have also been installed in certain areas by Recognized Neighborhood Associations. The City's Traffic Division uses their inventory of decorative streetlights to replace any existing lights which are damaged but also have the ability to sell streetlights at cost to developers or neighborhood associations who want to install them but are not able to have them delivered in time to meet their project schedule.

Requested Action: Award of the purchase of 19 decorative streetlights.

Funding Summary: Funding is available in the Traffic Division Operating Budget

Purchasing Summary: This item is being purchased on BuyBoard Contract # 711-23.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of the purchase to Techline, Inc.

ITB 141-26 SS Decorative Street Lighting

To be awarded as one lot

TECHLINE, Inc.

Line 1 Complete Decorative Fixture Kit

1 ea

Unit Price

\$172,562.750

Extended Price

172,562.75

Total Amount Bid

\$ 172,562.75

TECHLINE, Inc.

Austin, TX



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Fiscal Responsibility
Infrastructure
Public Safety

Department: Water and Sewer Utilities

Contact Person: William Johnson, Interim Director of Utilities

Agenda Caption: Consider Award - Annual Contract for Well Field Services. This item considers the award of an annual contract for well field service and supply of pumps, motors, and electrified cable for Potter and Carson County Well Fields. The contract is for an initial term of one year, with four one-year options to renew.

Award to: Advanced Water Well Technologies

Amount: \$3,625,000.00 (\$725,000.00 annually)

Funding Source: Water and sewer revenue funds

Is the item budgeted? Yes

Agenda Item Summary: This annual contract covers as needed repair services and equipment purchases needed to maintain the Carson and Potter County water wells. The work includes replacing broken pumps and motors, cleaning the inside of the well casings, and restoration of wellheads. It also includes condition assessment, including camera inspections of each well that is serviced, as well as providing extra motors to keep in inventory. The primary goal with a service agreement is to address timeliness with repairs and maintenance. Whenever issues with our well field occur, timing is of the essence. Having this contract in place allows staff the ability to address issues immediately in order to protect our supply of water to the community. The contract is for one year at a cost not to exceed \$725,000, with the option to renew it for up to four additional years at the same amount each year. The total possible cost over five years is \$3,625,000.

Requested Action: Requesting the approval of the contract to Advanced Water Well Technologies.

Funding Summary: Funding available in account 52200.68312, current balance of \$882,000.00. The contract will be not to exceed \$725,000.00 per year.

Purchasing Summary: This contract was procured by a best value bid. The last procurement of this contract was awarded 3/8/2023.

Community Engagement Summary: N/A

Staff Recommendation: City staff recommends the approval of the contract.

BVB 401-26 JLO Well Field Pump, Motor and Service Contract

To be awarded as one lot	Advanced Water Well Technologi
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item	1 Year	
	Unit Price	\$ 725,000.00
5 year total	Extended Price	\$ 3,625,000.00

	Total Amount Bid	\$ 3,625,000.00
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Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Fiscal Responsibility
Infrastructure
Public Safety

Department: Water and Sewer Utilities

Contact Person: William Johnson, Interim Director of Utilities

Agenda Caption: Consider Award - Motor Repairs for Bonham Pump Station. This item considers the ratification of an award of a contract made to repair two motors at the Bonham Pump Station as part of an emergency situation that occurred on October 30, 2025.

Award to: Advanced Water Well Technologies

Amount: \$75,585.12

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary:

On October 30, 2025, the Bonham Pump Station, located near Line Avenue and Crockett, experienced a critical flooding event that resulted in damage to electrical components and pump motors within the facility. The flooding was caused by a compression coupler failure that occurred during routine maintenance, leading to rapid water intrusion into the pump bay. City of Amarillo Utilities staff immediately isolated the system to prevent further flooding and mitigate electrical safety hazards. As a result of the incident, multiple motors were submerged and rendered inoperable, requiring immediate action to restore the pump station to service. The Bonham Pump Station serves a large area of Amarillo and is critical to maintaining reliable water service. Due to the emergency nature of the situation, an emergency purchase order was issued to Advanced Water Well Technologies to mobilize immediately to remove, transport, and expedite repairs to Motors #1 and #2 on a rush basis in order to minimize service disruption. We are now seeking the City Council's ratification of the emergency purchases that were made.

Requested Action: Requesting approval of the purchases made to Advanced Water Well Technologies to address the emergency situation we experienced.

Funding Summary: Funding is available in account 52210.68100, current balance of \$145,000.00.

Purchasing Summary: This was procured as an emergency purchase.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends the approval of purchase.

To be awarded as one lot	Advanced Water Well Technologies
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Line 1 Motor #1 Mobilize To The Station. Used Customers Overhead Hoist To Pull The Motor. Load And Secure On The Trailer. Transport The Motor To The Armature Shop For Repairs On Rush. Transport The Motor Back To The Station. Installed The Repaired Motor. Perform Alignment Procedure. Demobilize., per specifications

1 ea		
Unit Price	\$42,811.860	
Extended Price		\$ 42,811.86

Line 2 Motor #2 Mobilize To The Station. Used Customers Overhead Hoist To Pull The Motor. Load And Secure On The Trailer. Transport The Motor To The Armature Shop For Repairs On Rush. Transport The Motor Back To The Station. Installed The Repaired Motor. Perform Alignment Procedure. Demobilize, per specifications

1 ea		
Unit Price	\$32,773.260	
Extended Price		\$ 32,773.26

Total	\$ 75,585.12
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Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Fiscal Responsibility
Infrastructure

Department: Water and Sewer Utilities

Contact Person: William Johnson, Interim Director of Utilities

Agenda Caption: Consider Award - Modicon Programmable Logic Controller (PLC) for Carson County Pump Station. This item considers the award to purchase a Modicon PLC for the Carson County Pump Station.

Award to: Cain Electrical

Amount: \$103,502.00

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary:

This purchase will support an upgrade of the Programmable Logic Controller (PLC) system at the Carson County Pump Station. The PLC functions as the central control unit for managing 42 groundwater wells within the Carson County well field, automating well operations, monitoring system conditions, and allowing operators to quickly respond to alarms or equipment failures, and is essential to the efficient and reliable operation of the water supply infrastructure.

The Carson County well field, in combination with water supplied by the Potter County well field and the Canadian River Municipal Water Authority (CRMWA), provides potable water to the City's water system serving residential, commercial, and industrial customers. The existing PLC system has exceeded its operational lifespan and is no longer reliable.

The proposed upgrade includes the procurement of modern PLC hardware, professional installation services, and a comprehensive inventory of spare parts to support ongoing maintenance and minimize downtime. This planned upgrade will increase control capacity, improve system reliability, and provide scalability to accommodate future growth. By reducing the risk of system failure and unplanned service interruptions, this project helps ensure continuity of water service to customers and continued optimal performance of the Carson County water supply system.

Requested Action: Requesting the approval of the purchase to Cain Electrical for \$103,502.00.

Funding Summary: Funds available in 52200.68300; current balance of \$650,144.00.

Purchasing Summary: This is being awarded by a sole source justification. Cain Electrical is the only local distributor of the Schneider products needed for the existing system.

Community Engagement Summary: N/A

Staff Recommendation: City staff recommends the approval of this purchase.

To be awarded as one lot

Cain Electrical

Line 1 Schneider Bom Attached

1 ea

Unit Price

\$93,750.000

Extended Price

93,750.00

Line 2 SQD Recommended Spare Parts

1 ea

Unit Price

\$9,752.000

Extended Price

9,752.00

Total Amount Bid

\$ 103,502.00

Cain Electric

Amarillo, TX



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Fiscal Responsibility
Infrastructure
Public Safety

Department: Water and Sewer Utilities

Contact Person: William Johnson, Interim Director of Utilities

Agenda Caption: **Consider Award - Motor and Starter for Effluent Pump at River Road.** This item considers the award of a contract for purchase and installation of a motor and starter for the T-4 Xcel pump at River Road Wastewater Treatment Facility.

Award to: Austin Armature Works, LP (Buyboard #770-25)

Amount: \$207,010.40

Funding Source: Water and sewer revenue funds

Is the item budgeted? Yes

Agenda Item Summary:

This project involves de-energizing and removing the existing high-voltage motor, starter, and associated wiring, followed by the installation of a new lower-voltage motor, starter, and all required conduits, conductors, grounding, and control systems. The existing high-voltage motor and starter are outdated, difficult to maintain, and have limited availability of replacement parts, increasing the risk of extended outages in the event of failure.

Converting this pump to a lower-voltage system will improve operational reliability, enhance operator safety, reduce maintenance costs, and standardize equipment with the remainder of the facility. Standardization also allows for more efficient troubleshooting and easier access to spare parts.

This pump is a critical component of the reclaimed water system and is responsible for delivering reclaimed water to Xcel Energy. Maintaining reliable operation of this pump is essential to meeting contractual obligations and ensuring uninterrupted reclaimed water service.

Requested Action: Requesting the approval of the purchase to Austin Armature Works, LP.

Funding Summary: Funding is available in account 52260.68300, with a current balance of \$381,833.00

Purchasing Summary: This item was procured for purchase through Buyboard contract 770-25.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends the approval of the purchase.

To be awarded as one lot

Austin Armature Works

Line 1 Purchase And Installation Of Motor And Soft
 Starter For Custom Weg Mv T-4 Xcel Pump 4160v
 Rated Up To 125a, per specifications

1 ea		
Unit Price	\$49,834.400	
Extended Price		\$ 49,834.40

Line 2 Purchase And Installation Of Motor And Soft
 Starter For Custom Weg Mv Soft Starter 4160v Rated
 Up To 125a, per specifications

1 ea		
Unit Price	\$99,676.000	
Extended Price		\$ 99,676.00

Line 3 Labor And Materials For Installation Removal Of
 Existing Starter Included All Electrical Connection S
 Included Installation Of Motor Included Startup Of
 Softer Start And Motor Included Reuae Existing Pump,
 per specifications

1 ea		
Unit Price	\$57,500.000	
Extended Price		\$ 57,500.00

Total		\$ 207,010.40
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Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Fiscal Responsibility, Infrastructure, Public Safety, Technology and Innovation

Department: Water and Sewer Utilities

Contact Person: Jennifer Gonzalez, Utility Billing Manager

Agenda Caption: Consider Approval - Change Order No. 3 for Phase III of the Automated Metering Infrastructure (AMI) Project. This item considers approval of Change Order No. 3 for project management of the AMI Project. The change order is necessary for field inspections and project management through May 31, 2026.

Award to: SL Serco

Amount:

Original award	\$1,167,537.00
Previous change order(s)	232,722.18
Current Change Order No. 3	<u>114,734.12</u>
Total award	\$1,514,993.30

Funding Source: Water and sewer fund revenues (CIP #530044)

Is the item budgeted? Yes

Agenda Item Summary: This item considers the approval of Change Order No. 3 for Phase III of the Automated Metering Infrastructure (AMI) project. The AMI project includes two contracts approved by City Council and the Texas Water Development Board for funding: 1) SLserco contract providing Principal Consultant and Project Management services and 2) Utiliuse contract providing General Contractor services for AMI system/software installation and for the meter deployment. This proposed change order to the SLserco contract provides additional project-required testing and quality control, as well as Subject Matter Expert and management services, including Engineer of Record duties, through June 2026, in preparation for a final quantity change order to the construction contract. The anticipated construction change order, currently being drafted by the General Contractor, is expected to include metal meters, paving, additional concrete work, added excavation and an extension of the contract term to May 2026, and other related tasks. The extension to May 2026 is necessary to accommodate the additional meters, paving, concrete, and other minor work included in the upcoming construction change order.

Requested Action: Consider approval of Change Order No. 3 to the contract with SL Serco, in the amount of \$114,734.12.

Funding Summary: TWDB loan funding for this project is available in project budget number 530044. This project was approved in 2021.

Purchasing Summary: This is the third Change Order on the SL-Serco contract within the AMI project.

Community Engagement Summary: The work associated with this agreement will continue the AMI project of updating the water meters in Amarillo. AMI systems are an efficient, cost-effective, and improved means of metering water usage which is a benefit to both the customer and the utility provider.

Staff Recommendation: City staff recommends the approval of the change order.

To be awarded as one lot SL-SERCO, INC.

Line 1 Professional Services, per specifications

1 ea			
Unit Price		\$1,167,537.000	
Extended Price			1,167,537.00

Line 2 Change order number 3 for phase III endpoint acceptance testing, quality assurance, final testing, scope assessme

1 ea			
Unit Price		\$135,222.180	
Extended Price			135,222.18

Line 3 Change order number 2 phase III

1 ea			
Unit Price		\$97,500.000	
Extended Price			97,500.00

Line 4 Change order number 3 Phase III
 Develop and manage field investigations process

1 ea			
Unit Price		\$114,734.120	
Extended Price			114,734.12

Original Bid Amount	\$	1,167,537.00
Change Order #1	\$	135,222.18
Change Order #2	\$	97,500.00
Change Order #3	\$	114,734.12
Revised Total	\$	1,514,993.30

Award by Vendor	SL Serco
City	Minneapolis, MN



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Fiscal Responsibility
Infrastructure

Department: Finance

Contact Person: Carrie Roberts, PIDs Coordinator

Agenda Caption: Consider Approval - Amendment No. 1 to RFP 24-24CR Town Square Public Improvement District (PID) New Improvement Contract. This item considers approval of Amendment No. 1 to the Town Square PID New Improvement contract for a one-year extension of Landscape Maintenance and the purchase and installation of additional landscaping and specialty lighting for the purpose of appearance, safety and general upkeep.

Award to: Perry Williams General Contractor

Amount:

Original award	\$517,103.68
Current Amendment No. 1	<u>104,347.05</u>
Total award	\$621,450.73

Funding Source: Assessment revenues from Town Square PID property owners. The City of Amarillo will not be responsible for any funding related to this amendment.

Is This Item Budgeted? Yes

Agenda Item Summary: This item considers approval of an amendment to RFP 24-24CR Town Square PID New Improvement contract dated November 19, 2024 with Perry Williams General Contractor for a one-year extension of Landscape Maintenance, and the purchase of additional landscaping and specialty lighting for the purpose of appearance, safety and general upkeep.

Requested Action: Consider approval of contract amendment No. 1 for RFP 24-24CR Town Square PID

Funding Summary: A total award of \$621,450.73 will be funded by the Town Square PID assessment revenue. The City of Amarillo will not be responsible for any funding related to this amendment.

Purchasing Summary: RFP 24-24CR Town Square PID New Improvements went out for public bid prior to November 2024 utilizing Purchasings bid portal, Bonfire and was awarded to Perry Williams General Contracting Group. Perry Williams GC is requesting twelve months of landscape maintenance services and additional materials needed to complete the project.

Community Engagement Summary: Not Applicable

Staff Recommendation: Staff recommends Amendment No. 1 to RFP 24-24CR Town Square PID New Improvement Project be approved.



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Fiscal Responsibility

Department: City Manager's Office

Contact Person: Doug Nelson, Amarillo Economic Development Corporation

Agenda Caption: Consider Approval - Amendment No. 2 to the Amended Location Incentive Agreement between Amarillo Economic Development Corporation and Texas Tech University.

Agenda Item Summary: Amarillo EDC and Texas Tech University seek to amend their Amended Location Incentive Agreement dated May 3, 2018. This amendment would alter the payment installment schedule in the agreement. The Amarillo EDC approached Texas Tech University to inquire if they would be interested in a discounted lump sum payment to replace the payment schedule outlined in the agreement.

Highlights of the amendment include:

- Replacing the final three yearly payments of \$5,202,676.47 in the agreement totaling \$15,608,029.41 with a lump sum payment of \$13,653,467.33.
- This payment amount is a Net Present Value calculation of a 7% discount on the future cash payments amount. This discount amounts to a savings of \$1,954,561.94.

AEDC is asking the City Council to approve Amendment No. 2 to the Amended Location Incentive Agreement.

Requested Action: Approval of Amendment No. 2 to the Location Incentive Agreement as presented.

Funding Summary: Not applicable.

Purchasing Summary: Not applicable.

Community Engagement Summary: Not applicable.

Staff Recommendation: AEDC staff is recommending approval of Amendment No. 2 to the Location Incentive Agreement. AEDC board approved 5-0 on 12-18-2025.

AMENDMENT NO. 2 TO THE
AMENDED LOCATION INCENTIVES AGREEMENT

This Amendment No. 2 to the Amended Location Incentives Agreement (*Amendment*) is entered into on January 14, 2026, by and between **AMARILLO ECONOMIC DEVELOPMENT CORPORATION** (*Amarillo EDC*), a Texas nonprofit corporation, and **TEXAS TECH UNIVERSITY** (*TTU*, and together with Amarillo EDC, the *Parties*), a Texas public university having its principal place of business in Lubbock, Texas. Capitalized terms used but not defined herein have the meaning as set forth in the Agreement (defined below).

RECITALS

WHEREAS, the Parties have entered into that certain Amended Location Incentives Agreement dated May 3, 2018 (as amended by that certain Amendment No. 1 to the Amended Location Incentives Agreement dated September 28, 2023, the *Agreement*); and

WHEREAS, the Parties mutually agree to modify the timing of disbursements, payment obligations, and other amounts under the Agreement, including without limitation, Section 2, Section 3, and Exhibit A of the Agreement, as set out in this Amendment No. 2.

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

1. **Stipulations.** The Parties stipulate and agree to all of the following:
 - (a) The Other Pledged Amounts totaled \$13,189,294.12.
 - (b) Prior to giving effect to this Amendment, the Incentive Amount totaled \$50,810,705.88.
 - (c) After giving effect to this Amendment, the Incentive Amount totals \$48,856,143.80.
 - (d) Prior to giving effect to this Amendment, the final four (4) installments described in Section 2(b) of the Agreement were to be \$5,202,676.47 each.
 - (e) TTU timely provided a Certificate for the Performance Year ending on August 31, 2025, and the first installment called for under Section 2(b) of the Agreement (in the amount of \$5,202,676.47) was timely paid by Amarillo EDC to TTU.

2. **Amendments to the Agreement.**
 - (a) The lead in sentence in Section 2(a) of the Agreement is restated in full as follows:
 - a. The Incentive Amount shall be disbursed in eight (8) installments, on the following schedule:

 - (b) Section 2(a)(iii) of the Agreement is restated in full as follows:
 - iii. The last two (2) installments shall be payable under the terms of, and in amounts

as described in, Section 2(b), below.

(c) Section 2(b) of the Agreement is restated in full as follows:

b. The last two (2) installments as described in Section 2(a)(iii), above, shall be \$5,202,676.47 and \$13,653,467.33, respectively, with the first such installment due under the terms of this Agreement following **Amarillo EDC's** receipt of the Certificate for the Performance Year ending on August 31, 2025, and the second such installment shall be due on or before January 21, 2026.

(d) Section 3 of the Agreement is restated in full as follows:

3. **Performance Requirement and Certificates.** TTU agrees to meet or exceed the Payroll Target (as defined in and further described in Exhibit A, attached and incorporated fully), during the Performance Period (as defined on Exhibit A). TTU shall complete and provide to **Amarillo EDC** a written certificate (each a "**Certificate**" and together the "**Certificates**") signed by the President of TTU (or higher officer of TTUS) on the form attached hereto as Exhibit B, for each Performance Year (as defined on Exhibit A), according to the terms of Exhibit A. TTU shall, upon written request from **Amarillo EDC**, provide all back-up documentation and reports reasonably requested by **Amarillo EDC** related to the matters to be confirmed in the Certificates.

(e) Exhibit A of the Agreement is completely replaced and restated in the form attached to this Amendment No. 2 as Exhibit A.

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

{Signature Page Follows}

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 2 to be and become effective as of the date first above written.

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Doug Nelson, Interim President & CEO

TEXAS TECH UNIVERSITY

By: _____
Lawrence Schovanec, Ph.D., President

DRAFT

EXHIBIT A

PAYROLL REQUIREMENT

TTU agrees to pay at least FIFTY MILLION DOLLARS (\$50,000,000.00) in Payroll to employees at the Veterinary School during the Performance Period (as each term is more specifically described and defined below). “**Payroll Target**” shall mean and refer to this cumulative \$50,000,000.00 payroll requirement.

Payroll Reporting Requirement

Within ninety (90) days of the end of each Performance Year, defined below, TTU shall provide to **Amarillo EDC** the Certificate described in Section 3 of the Agreement for the immediately preceding Performance Year.

The “**Performance Years**” are the following six (6), twelve-month periods commencing on September 1, 2023. The performance years are as follows:

September 1, 2023 through August 31, 2024
September 1, 2024 through August 31, 2025
September 1, 2025 through August 31, 2026
September 1, 2026 through August 31, 2027
September 1, 2027 through August 31, 2028
September 1, 2028 through August 31, 2029

Collectively, the six (6) Performance Years shall be known as the “**Performance Period**”.

“**Payroll**”, for purposes of each Performance Year and for the Performance Period, shall mean and include the gross payroll actually paid to TTU’s or its Affiliate’s employees engaged primarily at the Veterinary School or who perform their day-to-day responsibilities for TTU at or from the Veterinary School (together, the “**Employees**”). In no event shall Payroll include amounts paid, incurred, or booked to independent contractors, employees of temporary employment agencies, or employee leasing firms. “Payroll” shall include amounts actually paid to Employees for vacation, FMLA, personal days, bereavement leave, or sick leave and all other benefits for Employees as paid by TTU.

For so long as **Amarillo EDC** has obligations under this Agreement and for at least four (4) years thereafter, TTU shall maintain records of Payroll to Employees. Within ninety (90) days of the end of each Performance Year, TTU shall provide **Amarillo EDC** the Certificate described in Section 3 for the previous Performance Year on the form of Exhibit B (as such format may be reasonably amended from time to time by **Amarillo EDC**).

In the event TTU fails to timely provide such Certificate for any Performance Year (after any applicable notice and cure period), Payroll for such Performance Year shall be conclusively established for all purposes as Zero.

Potential Repayment Obligation

Should **TTU** meet or exceed the Payroll Target during the Performance Period, **TTU** there shall be no repayment obligation under this Exhibit A.

Should **TTU** fail to meet the Payroll Target during the Performance Period, **TTU** shall repay to **Amarillo EDC** an amount calculated as follows:

One (1) minus a fraction, the numerator of which is the amount of Payroll during the Performance Period and the denominator of which is the Payroll Target. The result from the calculation in the prior sentence shall be multiplied by \$48,856,143.80, to yield the amount to be repaid by **TTU** to **Amarillo EDC** under this Exhibit A.

TTU shall repay to **Amarillo EDC** such amount within thirty (30) business days of the date of **Amarillo EDC**'s written demand therefor to **TTU**.

So, for example, if the Payroll during the Performance Period totals \$48,000,000, **TTU** shall repay to **Amarillo EDC** the amount of \$1,954,245.75, calculated as follows:

$$[1 - (\$48,000,000 \div \$50,000,000)] \times \$48,856,143.80 = \$1,954,245.75$$

In no event shall the calculations in this Exhibit A give rise to any additional payment obligation of **Amarillo EDC** (e.g. if Payroll exceeds \$50,000,000 during the Performance Period).

Facility Operations

Notwithstanding anything else here in to the contrary, Facility Operations shall conclusively be deemed to have ceased if Payroll during any of the final five (5) Performance Years totals less than \$2,500,000.



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Business Friendly Community

Department: Planning and Development Services

Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: Public Hearing and Consideration of Ordinance No. 8229. This item is a public hearing and first reading to consider an ordinance vacating the 20-foot-wide public alley located within Block 136, Plemons's Addition, an addition to the City of Amarillo, in Section 170, Block 2, AB&M Survey, Potter County, Texas. (VICINITY: SW 11th Ave. & S. Van Buren St.; APPLICANT/S: OJD Engineering, LLC for First Presbyterian Church)

Agenda Item Summary: Purpose: The applicant is requesting vacation of the noted alley to develop the block with a parking lot and future accessory uses for the First Presbyterian Church. The applicant owns the entirety of the block on both sides of the alley and wants to create a unified site within the block.

Analysis: Upon submittal, the request was distributed to City departments and the local utility companies for review. It was noted that there are existing utilities that are located within the alley. Instead of relocating the utilities, the applicant was agreeable to dedicating a public utility easement to the City at no cost over the entire area of abandonment. With this being the case, the City and local utility companies do not object to the request.

Regarding alley connectivity in this area, it is noted that the block immediately to the south has previously had its alley vacated and is now developed with a building. As such, the Planning and Zoning Commission's opinion was that the request would not create a detrimental alley connectivity issue if approved.

As it pertains to fair market value, given that the applicant will be retaining a public utility easement over the entire area of abandonment at no cost, fair market value payment to the city is not required in this instance.

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

Funding Summary: N/A

Purchasing Summary: N/A

Community Engagement Summary: Notices were sent as required, and as of this report, no comments have been received.

Staff Recommendation: The Planning and Zoning Commission recommended approval of the request as presented with a 5-0 vote.

ORDINANCE NO. 8229

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR A PUBLIC RIGHT-OF-WAY (ALLEY) IN THE VICINITY OF SOUTHWEST 11TH AVENUE AND S VAN BUREN STREET, POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED RIGHT-OF-WAY; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO ABUTTING LANDOWNERS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, First Presbyterian Church petitioned the City of Amarillo to abandon a twenty-foot-wide alley right-of-way located in the vicinity of Southwest 11th Avenue and S. Van Buren Street, Potter County, Texas; and

WHEREAS, after reviewing information presented, the Planning and Zoning Commission of the City of Amarillo has recommended to the City Council that there is no public necessity for the following described alley right-of-way; and

WHEREAS, the City Council, having reviewed said recommendation and having considered all relevant information pertaining to the proposed vacation described below, is of the opinion that the alley right-of-way is no longer needed for public purposes; and

WHEREAS, the City Council further determined that this alley right-of-way vacation and abandonment is not detrimental or injurious to the public health, safety or general welfare, or otherwise offensive to the neighborhood and is in the best interest of the City of Amarillo's citizens.

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

SECTION 1: The herein-described alley right-of-way be vacated and abandoned for public purposes:

The 20-foot-wide public alley located within Block 136, Plemons's Addition, an addition to the City of Amarillo, in Section 170, Block 2, AB&M Survey, Potter County, Texas.

SAVE AND EXCEPT: A public utility easement to the City of Amarillo is hereby retained over the entire area of abandonment.

SECTION 2: The City Manager is authorized to execute an instrument of conveyance to abutting landowner(s) as allowed by law.

SECTION 3: Repealer. All ordinances and resolutions or parts thereof in conflict with this Ordinance are hereby repealed to the extent of conflict with this Ordinance.

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

SECTION 5: Effective Date. This Ordinance shall be effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this 13th day of January 2026 ; and PASSED on Second and Final Reading this the 27th day of January 2026.

Cole Stanley, Mayor

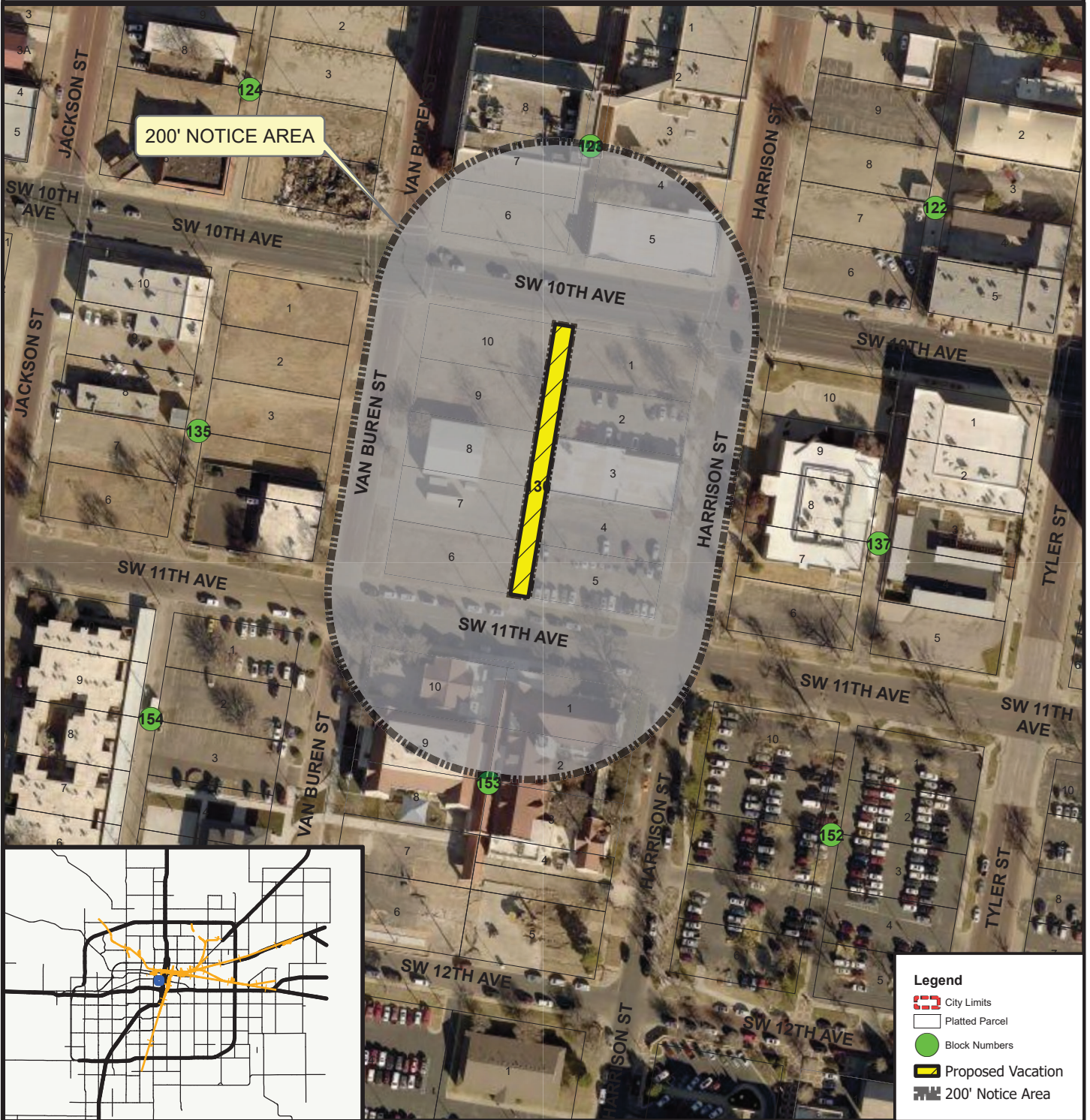
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

**CASE 2025-155-V
PLEMONS ADDN
VACATION**



- Legend**
- City Limits
 - Platted Parcel
 - Block Numbers
 - Proposed Vacation
 - 200' Notice Area

**CITY OF AMARILLO
PLANNING DEPARTMENT**

Case 2025-155-V Vacation of the 20-foot-wide public alley located in Block 136, Plemons Addition, an addition to the City of Amarillo in Section 170, Block 2, AB&M Survey, Potter County, Texas.

Applicant: First Presbyterian Church

Vicinity: SW 11th Avenue and S. Van Buren Street

Scale: 1 inch = 150 feet
Date: 10/24/2025
Case No: 2025-155-V



AP: N-12

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



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Business Friendly Community

Department: Planning and Development Services

Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: Consideration of Ordinance No. 8230. This item is a first reading to consider an ordinance vacating the public utility easement located within Lot 10, Block 14, City Park Unit No. 6, an addition to the City of Amarillo, in Section 29, Block 9, BS&F Survey, Randall County, Texas. (VICINITY: Andover Dr. & Spencer St.; APPLICANT/S: Steve Satterwhite)

Agenda Item Summary: Purpose: The applicant is requesting vacation of the noted easement in order to construct an accessory building on the lot that would encroach on the easement. City ordinance states that permanent structures cannot encumber easements and is the reason for the request.

Analysis: The easement was originally dedicated by plat in 1985 when Unit 6 of the City Park subdivision was platted. As the neighborhood was constructed, utilities were placed within the streets and alleys of the subdivision.

Upon submittal, the request was sent out to the relevant City Departments and local utility companies for review. It was noted that there are currently no utilities located within the easement, and no objections were expressed against the abandonment.

As of the date of this report, the applicant has paid the fair market value of the easement as determined by a third party appraiser.

Requested Action: This ordinance is ready for consideration by the City Council.

Funding Summary: The applicant has made payment to the City for the fair market value of the easement, which was determined to be \$1,830.00.

Purchasing Summary: N/A

Community Engagement Summary: N/A

Staff Recommendation: The Planning and Zoning Commission recommended approval of the request with a 7-0 vote.

ORDINANCE NO. 8230

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR A PUBLIC UTILITY EASEMENT IN THE VICINITY OF ANDOVER DRIVE AND SPENCER STREET, RANDALL COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED PUBLIC UTILITY EASEMENT; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO THE ABUTTING LANDOWNERS; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo has been petitioned to abandon a 10-foot-wide Public Utility Easement in the vicinity of Andover Drive and Spencer Street in Randall County, Texas; and

WHEREAS, after reviewing information presented in the petition, the Planning and Zoning Commission of the City of Amarillo has recommended to the City Council that there is no public necessity for the following described Public Utility Easement; and

WHEREAS, the City Council, having reviewed said recommendation and having considered all relevant information pertaining to the proposed vacation described below, is of the opinion that said Public Utility Easement described is no longer needed for a public purpose; and

WHEREAS, the City Council further determined that this Public Utility Easement abandonment is not detrimental or injurious to the public health, safety or general welfare, or otherwise offensive to the neighborhood and is in the best interest of the City of Amarillo's citizens.

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

SECTION 1. The herein-described Public Utility Easement to be vacated and abandoned for public purposes:

The 10 foot wide public utility easement located within Lot 10, Block 14, City Park, Unit No. 6, an addition to the City of Amarillo, in Section 29, Block

9, BS&F Survey, Randall County, Texas.

SECTION 2. The City Manager is authorized to execute an instrument of conveyance to the abutting landowner(s) as allowed by law.

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

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

SECTION 5. Effective Date. This Ordinance shall be effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 13th day of January, 2026 and PASSED on Second and Final Reading on this the 27th day of January, 2026.

Cole Stanley, Mayor

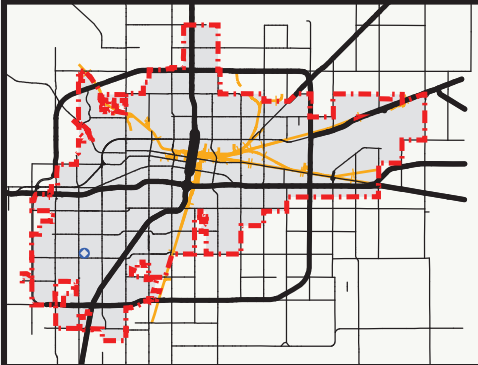
ATTEST:

Stephanie Coggins, City Secretary

APPROVE AS TO FORM:

Bryan McWilliams, City Attorney

**CASE 2025-181-V
SUBDIVISION
VACATION**



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Vacation of the public utility easement located within Lot 10, Block 14, City Park Unit No. 6, an addition to the City of Amarillo, in Section 29, Block 9, BS&F Survey, Randall County, Texas.

Applicant: Steve Satterwhite

Vicinity: Andover Dr. & Spencer St

Scale: 1 inch = 25 feet
Date: 12/12/2025
Case No: 2025-181-V



AP: J-15

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



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Fiscal Responsibility, Infrastructure, Public Safety

Department: Planning and Development Services

Contact Person: Cody Balzen, Director of Planning

Agenda Caption: **Consideration of Resolution No. 01-13-26-1.** This item is the first and recommended final reading of a resolution to consider support for a grant application for the TxDOT Off-System Rail Grade Separation State Fund Program.

Agenda Item Summary: This item requests Council's support for a grant application to the TxDOT Off-System Rail Grade Separation State Fund Program. The City of Amarillo is advancing the NE 24th Avenue Overpass Project, which will construct a multi-modal bridge over the BNSF Railway to eliminate a hazardous at-grade crossing in the Eastridge Neighborhood. The Federal Railroad Administration (FRA) funding has supported project development to date, and this TxDOT application seeks \$22,500,000 for construction. The project funding structure includes a 90% TxDOT share, with the City of Amarillo and BNSF each contributing 5% (\$1,125,000 each).

The City was granted funding for the engineering phase of the project through the Federal Railroad Administration's (FRA's) Railroad Crossing Elimination grant program. Staff have added an item on this agenda in consent for the acceptance of the FRA grant for the engineering phase of the project. The separate grant acceptance item will be for engineering services, including environmental review and right-of-way acquisition.

This item considers support for a grant application through TxDOT to cover a majority of the construction funds required to complete the project if the City decides to fully move forward with construction. The due date for this application is January 19th.

Requested Action: Consideration of the resolution.

Funding Summary: Matching funds are budgeted in CIP Project #0000157.

Purchasing Summary: N/A

Community Engagement Summary: Through extensive engagement during the 2022 Eastridge Neighborhood Plan, residents identified the NE 24th Avenue rail crossing as their top safety and mobility concern, especially for students and pedestrians. Community feedback also highlighted growing traffic demands from the expanding northeast corridor—driven by Centerport Business Park, the Amazon Fulfillment Center, and other employers—reinforcing the overpass as the neighborhood's highest-priority infrastructure need.

Staff Recommendation: Because this grant application is due January 19th, staff recommends approval of this item as submitted with a waiver (per Section 7 of Resolution 08-12-25-1) from the two-reading requirement for resolutions.

RESOLUTION NO. 01-13-26-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING 2025 APPLICATION FOR THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) GRANT FOR THE TRANSPORTATION ALTERNATIVES SET ASIDE (TA) PROGRAM; PERMITTING ADMINISTRATIVE ADJUSTMENTS TO DOCUMENTS AS NEEDED; AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH DOCUMENTS RELATED TO THE APPLICATION FOR THE FUNDS; PROVIDING SAVINGS CLAUSE; AND PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation Rail Division issued a call for projects in December 2025 for communities to apply for funding assistance through the Off-System Rail Grade Separation State Fund Program; and

WHEREAS, the City of Amarillo plans to submit a Project named BNSF Railroad Crossing at N.E. 24th Street in Potter County, Texas for the total amount of approximately Twenty-two Million Five Hundred Thousand and No/100 (\$22,500,000.00) Dollars; and

WHEREAS, the Texas Department of Transportation (“TxDOT”) funds may be used for a Project in regards to the construction of a rail grade separation project, which includes the Project stated above; and

WHEREAS, such funds require a local match of 10% with the City being responsible for 5%, and BNSF signed a letter of support for a contribution of 5%, if the project is awarded.

WHEREAS, the City Council authorizes the City Manager and/or his designee to execute such documents related to the application for funds from the TxDOT Program.

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

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

SECTION 2. The City Council supports and authorizes the funding of a project as described in the 2025 TxDOT Off-System Rail Grade Separation State Fund Program, which is a

Project named BNSF Railroad Crossing at N.E. 24th Street in Potter County, Texas.

SECTION 3: The City Council authorizes the funding of this Project from current budgeted amounts in the capital improvements project fund for the amount 5% local match comprised in cash to be expended for such Project if awarded from the application of the City of Amarillo for the 2025 Off-System Rail Grade Separation State Fund Program from the Texas Department of Transportation (TxDOT) for the total amount of Twenty-Two Million Five Hundred Thousand and No/100 (\$22,500,000.00) Dollars.

SECTION 4. The City Council further commits the City of Amarillo for the Project's development, implementation, construction, maintenance, management, and financing, if funded.

SECTION 5. If the City is funded for this Project, the City Council is willing and able to enter into an Agreement with the State of Texas for TxDOT's Program by Resolution should the Project be selected for funding.

SECTION 6. The City Manager and/or his designee is authorized to make application for such funds and sign any related documents for the Project stated above as well as make any administrative adjustments to such documents as needed.

SECTION 7. Should any part of this Resolution conflict with any other resolution, then such other resolution is replaced to the extent of the conflict with this Resolution.

SECTION 8. Should any word, phrase or part of this Resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 9. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 13th day of January 2026.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Fiscal Responsibility, Infrastructure

Department: Parks and Recreation

Contact Person: Michael Kashuba, Director of Parks and Recreation

Agenda Caption: Consideration of Resolution No. 01-13-26-2. This item is the first reading to consider a resolution authorizing the closure of the Southwest Pool and the Southeast Pool due to safety and structural designs; and directing city staff to evaluate future options for recreational services at or in place of said facilities.

Agenda Item Summary: The resolution authorizes the closure of the Southwest Pool (built in 1974) and the Southeast Pool (built in 1965) due to aging infrastructure, safety concerns, and structural deficiencies. Both facilities have exceeded their useful life and require significant capital investment to remain operational. Inspections revealed structural voids, cracking, and other deteriorating conditions that render the pools unsafe for continued use. The resolution also directs city staff to evaluate and report back on options for replacement facilities, redevelopment, or other long-term solutions to meet community recreational needs.

Requested Action: Consideration of the resolution as presented

Funding Summary: Budgetary savings are anticipated to result from this action.

Purchasing Summary: Not applicable

Community Engagement Summary: The Park Board has discussed the pools 11 times in the past two years. Below is a summary of the discussions:

- January 10, 2024
 - Discussed city council request to assess Southwest Pool’s viability due to challenges, vandalism, and historical financial struggles. A decision on whether to open the pool for the upcoming year will be discussed soon.
- February 14, 2024
 - Discussed the aging infrastructure at Southeast and Southwest Pools. Structural assessments were proposed to evaluate the condition of the pools, with considerations for potential replastering and infrastructure upgrades.
 - Staff highlighted examples of routine maintenance from Park Maintenance
 - Concerns were raised about the significant costs associated with repairing damages and staffing, juxtaposed with the revenue generated.
- March 13, 2024
 - Discussed the board's recommendations, including maintaining the pool's operation, implementing an AquaTrack, and enhancing marketing efforts which were presented to the City Council (3/12/2024 Council Agenda Item 7.C)
- September 11, 2024
 - Discussed replastering costs, southwest restroom remodel costs and cost recovery for the outdoor pools
- November 13, 2024
 - Discussed pressure testing the pipes at SE Pool and the need for an aquatic feasibility study
- March 12, 2025
 - Discussed the pressure testing at SE pool and the aquatic feasibility study
- April 9, 2025

- Discussed the leak that was discovered at Southeast Pool with repairs underway. Feasibility Study out to bid.
- May 14, 2025
 - Discussed the significant leak at Southeast Pool with the void discovered under the deep end. Area filled with flowable concrete, and the floor was patched and re-plastered. Two proposals received for Aquatic Feasibility Study
- June 11, 2025
 - Discussed the motor issue at Southwest Pool which was promptly repaired by Park Maintenance.
- August 13, 2025
 - Discussed the presentation of the Aquatic Feasibility Study to the City Council (8/12/2025 City Council Item 9.E). Communicated council's direction for staff to conduct the internal assessment.
 - Discussed the age of the plaster and the structural voids under Southeast with similar conditions suspected at Southwest. Financial concerns were also voiced about the significant subsidy.
- November 11, 2025
 - Staff presented findings of the Staff Assessment
 - Recommend the closure of Southeast and Southwest Pool (8-1 vote)
 - Recommend looking at indoor or outdoor option as a replacement (9-0 vote)

Staff Recommendation: Staff recommends the closure of the Southeast Pool and Southwest Pool due to aging infrastructure, safety concerns, and structural deficiencies.

RESOLUTION NO. 01-13-26-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING THE CLOSURE OF THE SOUTHWEST POOL AND THE SOUTHEAST POOL DUE TO SAFETY AND STRUCTURAL CONCERNS; DIRECTING CITY STAFF TO EVALUATE FUTURE OPTIONS FOR RECREATIONAL SERVICES AT OR IN PLACE OF SAID FACILITIES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southwest Pool was constructed in 1974 and is approximately fifty-one (51) years old, and has previously undergone renovations in 1987, the late 1990s, and 2002; and

WHEREAS, the Southeast Pool was constructed in 1965 and is approximately sixty (60) years old, and has previously undergone renovations in 1987, the late 1990s, and 2002; and

WHEREAS, City staff inspections have identified significant structural and subsurface deficiencies at both facilities, resulting in increased operational, maintenance, and safety risks; and

WHEREAS, voids around the perimeter of the Southwest Pool and cracking in the structural bond beam compromise the structural integrity of the facility and render it unsafe for continued public use in its current state; and

WHEREAS, a void beneath the Southeast Pool was temporarily patched prior to the 2025 swim season; however, due to the temporary nature of that repair and additional deteriorating conditions, the facility is no longer safe for continued operation; and

WHEREAS, the City Council has a duty under Texas law to protect the health, safety, and welfare of the public and to ensure that City-owned facilities are safe for public use;

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

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

SECTION 2. The City Council hereby authorizes the indefinite closure of the Southwest

Pool and the Southeast Pool due to safety concerns, structural deficiencies, and the facilities having reached the end of their useful life.

SECTION 3: City staff are hereby directed and authorized to evaluate and report to the City Council on potential future options for replacement facilities, redevelopment of the existing sites, or other long-term solutions to meet the community's recreational needs.

SECTION 4. Nothing in this Resolution shall be construed to obligate the City to fund or construct any replacement facility absent future City Council approval.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 13th day of January, 2026, and PASSED on Second and Final Reading on this the 27th day of January, 2026.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: January 13, 2026

Council Priority: Communication, Fiscal Responsibility

Department: Finance

Contact Person: Stephanie Coggins, City Secretary, Katrina Owens, Director of Finance

Agenda Caption: Consider Appointment to fill vacancy on Amarillo Hospital District Board of Managers. This item is to consider appointing an individual to fill a current vacancy on the Amarillo Hospital District Board of Managers.

Agenda Item Summary: Staff received notice from Mr. Darryl Wertz on December 18, 2025, of his resignation from the Amarillo Hospital District Board of Managers. As a result, staff requests that the City Council make a mid-year appointment to fill the resulting vacancy. The selected applicant will serve the remainder of Mr. Wertz's term, ending December 31, 2026.

Requested Action: Consider the appointment described above. For City Council's convenience, the following motion language may be utilized:

MOTION LANGUAGE: I move to appoint _____ to fill the remaining term of the vacant position.

Funding Summary: No direct budget impact is anticipated with this action.

Purchasing Summary: Not applicable

Community Engagement Summary: Council appointed new members to the Amarillo Hospital District Board of Managers at its December 9, 2025, meeting, prior to this vacancy. Accordingly, a current list of qualified applicants is available for Council's consideration.

Staff Recommendation: Not applicable

AMARILLO HOSPITAL DISTRICT BOARD OF MANAGERS

Number of Members: 7 **Term Length:** 2 years

Purpose: Policy-making body which manages, controls, and administers the affairs of the Amarillo Hospital District. The District's purpose is to furnish medical aid and hospital care to indigent and needy persons residing within the District and the ability to participate in activities designed to further promote the health status of the community.

Special requirements for members: None

Members Currently Serving	Began Serving	Term Ending	Willing to Serve Again	<u>1</u> Appointments Needed Applicants/CC Nominations
Michael R Alexander	1/1/24	12/31/26	N/A	Tonja Helton
Michelle Bonner	2/16/16	12/31/26	N/A	Lindsay London
Dean Frigo	1/1/25	12/31/27	N/A	Olga McAlister
Deborah Moore	1/1/26	12/31/27	N/A	Rudy Preciado
Weston Wright	1/1/21	12/31/27	N/A	Clarence Thomas Warren III
Rodney Young	2/16/16	12/31/27	N/A	George Webster
Vacancy	N/A	12/31/26	N/A	

Notes:



Agenda Transmittal Memo

Date: January 13, 2026
Council Priority: Public Safety
Department: City Manager's Office
Contact Person: Andrew Freeman, Deputy City Manager

Agenda Caption: Presentation and Confirmation of Thomas Hover as Chief of Police for the City of Amarillo in accordance with Texas Local Government Code Chapter 143.013(a)(1).

Agenda Item Summary: Presentation and confirmation of Thomas Hover as Chief of Police for the City of Amarillo, consistent with the requirements of Texas Local Government Code Chapter 143.013(a)(1).

Requested Action: Consideration of the item as presented.

Funding Summary: No direct budget impact is anticipated with this action, and any associated costs will be absorbed within the existing approved budget for the Amarillo Police Department.

Purchasing Summary: Not applicable

Community Engagement Summary: The recruitment process for the next Chief of Police included extensive public input, including an online community survey, a public community engagement session at City Hall, and a Community Open House/“Meet the Finalists” event where residents could provide feedback on the three finalists. Community and staff feedback from these engagement opportunities, along with multiple interview panels, helped inform the City’s evaluation of candidates and the selection of Thomas Hover as the finalist for Chief of Police.

Staff Recommendation: Staff recommends approval of the item as presented and confirmation of Thomas Hover as Chief of Police for the City of Amarillo.