

City of Amarillo, Texas
City Council Regular Meeting
May 12, 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.

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

1. Ceremonial Items

1.1. Invocation

1.2. Pledge of Allegiance

1.3. The Texas Pledge

1.4. Proclamation: "Older Americans Month"

1.5. Proclamation: "National Public Works Week"

1.6. Proclamation: "Friends of The Library Day"

1.7. Recognition: "Healing Begins at the Bridge"

Call to Order

2. Announcements

- 3. 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.**
- 4. 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.**
 - 4.1. Consider Approval of Minutes.** This item considers approval of the minutes for the City Council regular meeting held on April 28, 2026. (Stephanie Coggins, City Secretary)
 - 4.2. Consideration of Ordinance No. 8246.** This item is a second and final reading of an ordinance considering the vacation of approximately 8,451.22 feet of public alley right-of-way, being the 20-foot-wide public alley as dedicated in Lawrence Park Unit No. 116 and the south 136.33 feet of the alley segment located between Lot 6, Block 24, Lawrence Park Unit No. 89 and Lot 5A, Block 33, Lawrence Park Unit No. 116, all the above additions to the City of Amarillo, in Section 227, Block 2, A.B.& M. Survey, Potter County, Texas. (VICINITY: SW 26th Ave. & Britain Dr.; APPLICANT/S: Furman Land Surveyors, Inc. for Southwestern Public Service Company, Inc.) (Brady Kendrick, Senior Planner)
 - 4.3. Consideration of Resolution No. 04-28-26-1.** This item is a second and final reading to consider a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the 2026 Working Ranch Cowboys Association's World Championship Ranch Rodeo. (Katrina Owens, Finance Director)
 - 4.4. Consideration of Resolution No. 04-28-26-3.** This item is a second and final reading to consider a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the 2026 AQHA Versatility Ranch Horse World Championships. (Katrina Owens, Finance Director)

- 4.5. Consider Acceptance - Alley Right-of-Way Dedication to the City of Amarillo.** This item considers the acceptance of the dedication of right-of-way for a public alley, being 3,800 square feet out of Lot 5A, Block 33, Lawrence Park Unit No. 116, an addition to the City of Amarillo, in Section 227, Block 2, A.B.& M. Survey, Potter County, Texas. (VICINITY: SW 26th Ave. & Britain Dr.; GRANTOR: Southwestern Public Service Company, Inc.; GRANTEE: City of Amarillo) (Brady Kendrick, Senior Planner)
- 4.6. Consider Award - Azavar Contract Renewal.** This item considers the award of a contract for Hotel Occupancy Tax (HOT) administration from hotel/motel owners in accordance with state and local laws and to provide on-going monthly HOT collections services for all local establishments required to remit HOT to the City for a one-year contract with three one-year options to renew. Azavar assists the city with helping hoteliers and short-term rentals register their business; process HOT payments; send out notifications; and keeps the city up to date about monthly HOT filings and payments.
Award to: Azavar (TIPS #230601)
Amount: \$162,400.00 (\$40,600.00 per year)
Funding Source: General fund revenues
Is the item budgeted? Yes (Katrina Owens, Finance Director)
- 4.7. Consider Purchase — Control Technologies Inc.** This item considers the purchase of Verkada Camera Systems. This system will add 18 traffic cameras at several intersections throughout the City of Amarillo for the next 10 years.
Award to: Control Technologies (Omnia #R220703)
Amount: \$128,404.26
Funding Source: Panhandle Regional Planning Commission Department of Homeland Services Grant (\$127,533.26) and general fund revenues (\$871)
Is the item budgeted? Yes (Thomas Hover, Police Chief)
- 4.8. Consider Award - Airport Terminal Air Handler Replacement.** This item considers the award of a contract to replace Airport terminal building Air Handler #12 at the Rick Husband Amarillo International Airport.
Award to: Tri-State General Contracting Group, Inc. (Sourcewell #TX-R4-GC-052124-JRT)
Amount: \$910,300.00
Funding Source: Airport fund revenues (CIP #540373)
Is the item budgeted? Yes (Michael Conner, Director of Aviation)
- 4.9. Consider Approval - Change Order No. 3 to the Contract for Parking Lots & Roadway Project, for Limestone Cobble and Sidewalk.** This item considers approval of Change Order No. 03 for the addition of limestone cobble in employee parking lot areas and a sidewalk in the employee parking area of the Rick Husband Amarillo International Airport for the Parking Lots & Roadway Project. The change order is necessary because the sidewalk installation and limestone cobble installation were previously undetermined items and dependent on available funds. These installations will reduce maintenance, help eliminate erosion, and provide an employee walkway.

Award to: Fuller and Sons Construction

Amount:

Original award	\$12,736,007.00
Previous change order(s)	161,232.40
Current Change Order No. 03	<u>37,341.84</u>
Total award	\$12,934,581.24

Funding Source: Airport fund revenues (CIP #540359)

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

- 4.10. Consider Award - Concrete Removal and Repair Contract.** This item considers the award of a contract for removal and replacement of failed concrete pavement in the alley of the 700 block of NE Taylor/Fillmore and the east end of Hilton Road where it ties into Lakeside Drive.

Award to: Wiley Hicks, Jr., Inc., (TEX-BUY #023-086)

Amount: \$148,067.00

Funding Source: General fund revenues (CIP #PRJ-0000140)

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

- 4.11. Consider Purchase - Freightliner Fuel Transport Truck.** This item considers the purchase of a Freightliner Fuel Transport Truck for daily use by the Fleet Services Department. This is the scheduled replacement of unit 5336 which is a 1997 Ford Fuel Transport Truck.

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

Amount: \$294,460.00

Funding Source: General fund revenues

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

- 4.12. Consider Award - Fire Hydrant Replacement and Repair Contract.** This item considers the award of a contract to procure the services of a contractor to replace 44 fire hydrants and repair 26 existing fire hydrants.

Award to: J.S. Ratliff

Amount: \$264,600.00

Funding Source: Water and sewer fund revenues (CIP #523874)

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

- 4.13. Consider Purchase - Actuated Valves for Bonham Pump Station.** This item considers the purchase of a 24" and a 36" actuated butterfly valve for the Bonham Pump Station.

Award to: Zone Industries (BuyBoard #770-25)

Amount: \$116,722.00

Funding Source: Water and sewer fund revenues

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

- 4.14. Consider Purchase - Motors for Arden Road Pump Station and 34th St. Pump Station.** This item considers the purchase of a 350 horsepower NIDEC and a 600 horsepower NIDEC motor for two pump stations.

Award to: Zone Industries (BuyBoard #770-25)

Amount: \$192,390.00

Funding Source: Water and sewer fund revenues

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

4.15. Consider Acceptance - United Way Community Impact Grant Awards. This item considers acceptance of the United Way Community Impact Grant Award. The funding will support activities of the Coming Home program, including Supportive Services, Mental Health Support, and Peer Reintegration Employment Partnership (PREP) Academy employment activities.

Grantor: United Way of Amarillo and Canyon

Amount: \$80,000.00

Local Match/Funding Source: No match is required. This award serves as a source of match for other grants with match requirements.

Is the item budgeted? Yes (Jason Riddlespurger, Managing Director of Community Development)

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

5.1. Presentation on Texas Commission on Environmental Quality (TCEQ) Agreed Order - Hollywood Road Waste Water Treatment Facility

5.2. Traffic Signal Update

5.3. Discussion of Proposed Changes to Off-Street Parking Regulations along the U.S. Route 66-Sixth Street Historic District

5.4. Request future agenda items and reports from City Manager

6. Non Consent Agenda

6.1. Consideration of Resolution No. 05-12-26-1. This item is the first reading to consider a resolution dissolving and abandoning the dedication of an unaccepted public alley to the City of Amarillo, conveying the right-of-way to adjacent property owners and dedicating a public utility easement to the City of Amarillo; the right-of-way being dissolved is the east 472.02 feet of the public alley dedicated within C.W.C. Enterprises Unit 1 and Unit 2, both being additions to the City of Amarillo, in Section 74, Block 2, A.B.& M. Survey, Potter County, Texas. (VICINITY: E. Interstate 40 and Lakeside Dr. (Loop 335); APPLICANT/S: RaceTrac, Inc.) (Brady Kendrick, Senior Planner)

6.2. Consideration of Resolution No. 05-12-26-2. This item is the first reading to consider a resolution authorizing an application for the 2025 Edward Byrne Memorial Justice Assistance Grant, authorizing an Interlocal Agreement to share grant funds with Potter County, authorizing administrative adjustments to documents as needed, providing a repeater clause and severability clause.

Grantor: 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Program

Amount: \$118,795.00 (Thomas Hover, Police Chief)

6.3. Consideration of Resolution No. 05-12-26-3. This item is a first and recommended final reading of a resolution authorizing the application for the administration of a Motor Vehicle Crime Prevention (MVCPA) FY27 Catalytic Converter Theft Prevention Grant, authorizing the Chief Financial Officer to act as the City's authorized official in all matters pertaining to the grant, providing a repeater clause, and providing a savings clause. (Thomas Hover, Police Chief)

6.4. Consideration of Resolution No. 05-12-26-4. This item is the first reading to consider a resolution approving the updated Equal Employment Opportunity (EEO) Plan for the City Plan, designating an EEO Officer, authorizing implementation and submission to the Federal Transit Administration, providing repeater, and providing for severability. (Chris Quigley, Director of Transit)

6.5. Consider Approval - First Amended and Restated Agreement to existing South Gateway Tax Increment Reinvestment Zone #3 developer agreement with Attebury Elevators, LLC and Rockrose Development, LLC. This agreement is related to infrastructure investment within the Zone. The amendment would also add Happy Again, LP, to the developers responsible for meeting the terms of the agreement. (Drew Brassfield, Assistant Director of Planning)

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: May 12, 2026

Council Priority: Communication

Department: City Secretary

Contact Person: Stephanie Coggins, City Secretary

Agenda Caption: **Consider Approval of Minutes.** This item considers approval of the minutes for the City Council regular meeting held on April 28, 2026.

Agenda Item Summary: This item requests City Council approval of the minutes for the regular Amarillo City Council. 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 respective meetings.

Funding Summary: Not applicable

Purchasing Summary: Not applicable

Community Engagement Summary: Once reviewed by City Council and approved in a regular meeting, minutes will be posted online to the City's Agenda and Minutes portal.

Staff Recommendation: Staff recommends that City Council review the minutes for accuracy, offer any revisions if needed, and approve the minutes.

**City of Amarillo, Texas
City Council Regular Meeting
April 28, 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

MINUTES

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

The City Council of the City of Amarillo, Texas met at 3:00 PM on April 28, 2026 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 3:01 PM with the following members and administrative staff present:

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

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: City Council addressed agenda items in the following order: 1.1-1.9, 2.3, 4.1-4.12, 5.1-5.4, 6.1-6.4

Immediately following item 5.2, Mayor Stanley recessed the regular meeting at 5:23 p.m. and resumed the regular meeting at 5:32 p.m.

1. Ceremonial Items

1.1. Invocation

Hugh Hagen, First Presbyterian Church, led the invocation.

1.2. Pledge of Allegiance

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

1.3. The Texas Pledge

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

1.4. Recognition: "Amarillo Fire Department Accreditation - Texas Fire Chiefs Association's (TFCA) Best Practices"

Neal Howard, representing the Texas Fire Chiefs Association Best Practice Program, recognized Amarillo Fire Department.

1.5. Proclamation: "America 250 Celebration"

Mayor Stanley read the proclamation, and it was accepted by Jenny Blessen with the Molly Goodnight Chapter of the Daughters of the American Revolution.

1.6. Proclamation: "Senior Hunger Awareness Month"

Councilmember Simpson read the proclamation, and it was accepted by Catherin English, with the Mary E. Bivins Foundation.

1.7. Proclamation: "Safe Digging Month"

Councilmember Simpson read the proclamation, and it was accepted by Doug Beck, with West Texas Gas.

1.8. Proclamation: "Drinking Water Week"

Councilmember Prescott read the proclamation, and it was accepted by Shannon Tollison and members of the Water and Sewer Utilities team.

1.9. Proclamation: "Municipal Clerks Week"

Councilmember Tipps read the proclamation, and it was accepted by Stephanie Coggins and Jonni Glick, Texas Municipal Registered Clerks.

Call to Order

The meeting was called to order at 3:01 p.m., immediately before taking up Agenda Item No. 1 Ceremonial Items.

2. Announcements

No announcements were made.

- 3. 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:

Chris Pittman Other

Kathryn Lopez Resident

Mike Fisher Resident

Johnny Etheridge Resident

Tim Benson Resident

Mayor Stanley closed the public comment period.

- 4. 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 Tipps, seconded by Councilmember Simpson, to approve the consent agenda as presented.

Vote: 4 - 0 Motion Passed

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

Noes: None

Abstain: None

Absent: Tim Reid

- 4.1. Consider Approval of Minutes.** This item considers approval of the minutes for the City Council regular meeting held on April 14, 2026. (Stephanie Coggins, City Secretary)

- 4.2. Consideration of Ordinance No. 8245.** This item is a second and final reading of an ordinance considering the rezoning of a 27.48-acre tract of unplatted land, located in Section 2, Block 9, B.S.& F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Residential District 3. (VICINITY: S. Western St. & Beacon Rd.; APPLICANT/S: Furman Land Surveyors, Inc. for P DUB Land Holdings, LTD) (Brady Kendrick, Senior Planner)
- 4.3. Consideration of Resolution No. 04-14-26-2.** This item is a second and final reading consent to consider a resolution directing and authorizing the city manager to study and develop cost recovery options for various city services in preparation for the Fiscal Year 2026/2027 budget. (Grayson Path, City Manager)
- 4.4. Consider Award - New Home Construction Contract.** This item considers the award of a contract for a new home construction at 1106 N. Monroe Street, Amarillo, TX.
Award to: Habitat for Humanity
Amount: \$80,000.00
Funding Source: HOME Investment Partnership funds and CHDO set-aside funds
Is the item budgeted? Yes (Jason Riddlespurger, Managing Director of Community Development, Stefanie Rodarte-Suto, Assistant Community Development Director)
- 4.5. Consider Purchase - Street and Parks Mowing Equipment.** This item considers the purchase of three 80-hp John Deere Tractors and two 15-foot mowing decks, used daily by the Street Department & Parks Department. This is the scheduled replacement of units 7476, 7594, 7606, 7607, and 8154 which have reached their end of useful life.
Award to: Deere & Company/Western Equipment (BuyBoard #706-23)
Amount: \$275,978.78
Funding Source: Bond proceeds
Is the item budgeted? Yes (Alan Harder, Director of Public Works)
- 4.6. Consider Purchase - Heavy Haul Truck.** This item considers the purchase of a Western Star Heavy Haul Truck for daily use in the Solid Waste Collection Dangerous Structure Demolition program.
Award to: Premier Truck Group (SourceWell Contract #032824-DAI)

Amount: \$160,111.17

Funding Source: General fund revenues (CIP #PRJ-0000124)

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

- 4.7. Consider Purchase - Solid Waste Dumpsters** This item considers the purchase of 1,836 3-cubic yard dumpsters and 189 8-cubic yard dumpsters used in the Solid Waste Residential and Commercial Collection programs.

Award To: Roll Offs USA of America (Buy Board #786-525)

Amount: \$1,550,907.00

Funding Source: General fund revenues

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

- 4.8. Consider Approval - Lease Agreement for Rick Klein Baseball Complex.** This item considers the approval of a lease agreement between the City of Amarillo and Kids Inc for an initial term of 10 years, with an automatic renewal for a single five-year term.

Lessee: Kids Inc.

Amount: \$1.00 annually

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

- 4.9. Consider Purchase — Valves, Couplings, and Flange Kits for 45" Water Main.** This item considers the purchase of two globe check valves, couplings, and flange kits to replace valves on the 45" Carson County Well Field water main.

Award to: Reece (BuyBoard #756-24)

Amount: \$59,021.64

Funding Source: Water and sewer fund revenues (CIP #PRJ-523950)

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

- 4.10. Consider Purchase - Two Motors and Two Pumps for Lift Station #16.** This item considers the purchase of two motors and two pumps for Lift Station #16 within the Wastewater Collection Department. These pumps have reached the end of life and need to be replaced.

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

Amount: \$55,853.80

Funding Source: Water and sewer fund revenues

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

4.11. Consider Approval — Interlocal Cooperation Contract between the City of Amarillo and the Texas Department of State Health Services for Recurring Inspections of Mobile Food Units. This item considers the approval of an interlocal cooperation contract between the City of Amarillo and the Texas Department of State Health Service for reoccurring inspections of Mobile Food Units within the Amarillo Area Public Health District. The interlocal agreement contract is not to exceed \$107,517.00 annually and will be reimbursed from the Texas Department of State Health Services monthly upon completion of assigned inspections. (Anthony Spanel, Director of Environmental Health)

4.12. Consider Approval - Center City Tax Increment Reinvestment Zone #1 Developer Agreement with Rillo Investments, LLC for a hospitality project located in the vicinity of SE 10th Ave. and S. Buchanan St. This item considers approval of a developer agreement for the developer to invest not less than \$28 million to construct a new 122-room Hampton Inn Hotel. At completion, the developer would receive a 100% annual property tax rebate of taxes paid (City of Amarillo, Amarillo College, Potter County, Panhandle Groundwater District) for 10 years, along with a not to exceed \$900,000 grant for infrastructure, facade improvements, environmental site remediation, or demolition of existing structures. (Drew Brassfield, Assistant Director of Planning)

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

5.1. Construction Projects FY2025/26 Update

Mayor Stanley introduced the item. Jerry Danforth, Managing Director of Capital Projects, Development & Engineering, presented the item.

5.2. Design Request for Wastewater Extension Project at 58th and Osage

Mayor Stanley introduced the item. Donny Hooper, Assistant City Manager, and Seth Williams, developer, presented the item.

5.3. Presentation Regarding the Draft Environmental Information Document Open House prepared for the proposed Hollywood Road II Wastewater Treatment Facility.

Mayor Stanley introduced the item. Donny Hooper, Assistant City Manager, and Kelly Saladis, with Kimley-Horn, presented the item.

5.4. Request future agenda items and reports from City Manager

Mayor Stanley introduced the item. Mayor Stanley requested an update on Traffic, which is already scheduled for a May meeting.

6. Non Consent Agenda

6.1. Public Hearing and Consideration of Ordinance No. 8246. This item is a public hearing and first reading of an ordinance considering the vacation of approximately 8,451.22 feet of public alley right-of-way, being the 20-foot-wide public alley as dedicated in Lawrence Park Unit No. 116 and the south 136.33 feet of the alley segment located between Lot 6, Block 24, Lawrence Park Unit No. 89 and Lot 5A, Block 33, Lawrence Park Unit No. 116, all the above additions to the City of Amarillo, in Section 227, Block 2, A.B.& M. Survey, Potter County, Texas. (VICINITY: SW 26th Ave. & Britain Dr.; APPLICANT/S: Furman Land Surveyors, Inc. for Southwestern Public Service Company, Inc.) (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 Prescott, to approve ordinance 8246 as presented.

Vote: 4 - 0 Motion Passed

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

Noes: None

Abstain: None

Absent: Tim Reid

6.2. Consideration of Ordinance No. 8243. This item is a second and final reading of an ordinance considering the rezoning of Lots 1 through 3 and 9 through 12, Block 46, Amended Plat of San Jacinto Heights Addition, an addition to the City of Amarillo, in Section 225, Block 2, A.B.& M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 3 to Residential District 3 with Specific Use Permit 209 for a Daycare facility. (VICINITY: SW 5th Ave. & S. Alabama St.; APPLICANT/S: Yellow City Academy Land & Equipment LTD) (Brady Kendrick, Senior Planner)

Mayor Stanley introduced the item. Brady Kendrick, Senior Planner, presented the item. Motion by Councilmember Simpson, seconded by Councilmember Tipps, to adopt Ordinance 8243 as presented.

Vote: 3 - 0 Motion Passed

Ayes: Don Tipps, David Prescott, Les Simpson

Noes: None

Abstain: Cole Stanley

Absent: Tim Reid

6.3. Consideration of Resolution No. 04-28-26-1. This item considers a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the 2026 Working Ranch Cowboys Association's World Championship Ranch Rodeo. (Katrina Owens, Interim Chief Financial Officer)

Mayor Stanley introduced the item. Katrina Owens, Finance Director, presented the item. Motion by Councilmember Simpson, seconded by Councilmember Tipps, to adopt Resolution No. 04-28-26-1 as presented.

Vote: 4 - 0 Motion Passed

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

Noes: None

Abstain: None

Absent: Tim Reid

6.4. Consideration of Resolution No. 04-28-26-3. This item considers a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the 2026 AQHA Versatility Ranch Horse World Championships. (Katrina Owens, Interim Chief Financial Officer)

Mayor Stanley introduced the item. Katrina Owens, Finance Director, presented the item. Motion by Councilmember Simpson, seconded by Councilmember Tipps, to adopt Resolution 04-28-26-3.

Vote: 4 - 0 Motion Passed

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

Noes: None

Abstain: None

Absent: Tim Reid

Adjournment

Mayor Stanley adjourned the Regular Meeting at 5:43 PM.



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Business Friendly Community

Department: Planning and Development Services

Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: Consideration of Ordinance No. 8246. This item is a second and final reading of an ordinance considering the vacation of approximately 8,451.22 feet of public alley right-of-way, being the 20-foot-wide public alley as dedicated in Lawrence Park Unit No. 116 and the south 136.33 feet of the alley segment located between Lot 6, Block 24, Lawrence Park Unit No. 89 and Lot 5A, Block 33, Lawrence Park Unit No. 116, all the above additions to the City of Amarillo, in Section 227, Block 2, A.B. & M. Survey, Potter County, Texas. (VICINITY: SW 26th Ave. & Britain Dr.; APPLICANT/S: Furman Land Surveyors, Inc. for Southwestern Public Service Company, Inc.)

Agenda Item Summary: Purpose: The applicant is proposing the relocation of the existing dedicated public alley to the north end of the property that they own. The alley was previously relocated to its present location to facilitate the expansion and construction of the Xcel Energy substation located just to the south of the site. At that time, development plans were not yet finalized for the subject property. Xcel Energy now has plans to develop the property with a utility storage yard that would be affected by the current location of the alley, which is the reason for the request.

Analysis: City Staff and the local utility companies have reviewed the request and do not have objections to the request moving forward. While there are existing utilities located within the alleyway, they are currently in the process of being relocated by the applicant. To facilitate this, a temporary public utility easement will be retained until completion of the relocations. Additionally, the applicant did negotiate with the property owner to the east of this site to acquire their portion of the alleyway if the case is approved. Staff notes that infrastructure plans and requirements for the relocation of the alley and associated utilities were reviewed and approved by the Capital Projects & Development Engineering Department.

Regarding payment for fair market value, given that the applicant is relocating utilities at their cost and also rededicating a new alley segment at no cost to the city, fair market value payment is not required for this item.

Requested Action: Council consideration

Funding Summary: Not applicable.

Purchasing Summary: Not applicable.

Community Engagement Summary: No comments have been received regarding this item.

Staff Recommendation: The Planning and Zoning Commission recommended approval of this item with a 6-0 vote. Amarillo City Council passed this item upon first reading at their regular meeting on April 28, 2026 with a 4-0 vote.

ORDINANCE NO. 8246

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 BRITAIN DRIVE AND SOUTHWEST 26TH AVENUE, 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, Southwestern Public Service Company, Inc. petitioned the City of Amarillo to abandon a public alley right-of-way located in the vicinity of Britain Drive and Southwest 26th Avenue, Potter County, Texas; and

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

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

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

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

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

8,451.22 feet of public alley right-of-way, being the 20-foot-wide public alley as dedicated in Lawrence Park Unit No. 116 and the south 136.33 feet of the alley segment located between Lot 6, Block 24, Lawrence Park Unit No. 89 and Lot 5A, Block 33, Lawrence Park Unit No. 116, all the above additions to the City of Amarillo, in Section 227, Block 2, A.B.& M. Survey, Potter County, Texas, being

further described in Exhibit A attached herein.

SAVE AND EXCEPT: A public utility easement is hereby retained over the entire area of abandonment. Upon completed relocation/rerouting of existing utility equipment, said portion of the public utility easement encroached upon with a structure and/or no longer containing any utility equipment, shall be abandoned entirely.

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 28th day of April 2026; and PASSED on Second and Final Reading this the 12th day of May 2026.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT A

DESCRIPTION

A 8451.22± square foot alley lying South and East of Lot 5-A, Block 33, Lawrence Park Unit No. 116 an addition to the City of Amarillo in Potter County, Texas, according to the map or plat thereof, recorded in Clerks File No. 2022OPR0004893 of the Official Public Records of Potter County, Texas said alley being described by metes and bounds as follows:

COMMENCING at a point being the Northwest corner said Lot 5-A;

THENCE South 136.33 feet along the West line of said Lot 5-A to a point being the BEGINNING CORNER of this tract of land;

THENCE East 180.05 feet along the South line of said Lot 5-A to a point;

THENCE N. 44°59'24" E. 28.28 feet along the South line of said Lot 5-A to a point;

THENCE N. 00°01'11" W. 86.33 feet along the East line of said Lot 5-A to a point;

THENCE West 10.01 feet along the North line of said Lot 5-A to a point;

THENCE North 10.00 feet along the East line of said Lot 5-A to a point;

THENCE East 40.52 feet to a point being in the West line of Lot 6, Block 24, Lawrence Park Unit No. 89 an addition to the City of Amarillo in Potter County, Texas, according to the map or plat thereof, recorded in Volume 2905, Page 297 of the Official Public Records of Potter County, Texas;

THENCE S. 00°02'34" W. 136.33 feet along the West line of said Lot 6 to a point being the Northerly Northeast corner of Lot 2-A of said Block 33;

THENCE West 230.42 feet along North line of said Lot 2-A to a point;

THENCE North 20.00 feet to the BEGINNING CORNER of this alley containing 8451.22± square feet, more or less.

NOTES

1. Existing alley was dedicated per that certain instrument recorded in Clerk's File No. 2022OPR0001460 as filed in the Official Public Records of Potter County, Texas and is shown on the plat of Lawrence Park Unit No. 116, recorded in Clerk's File No. 2022OPR0004893 of the Official Public Records of Potter County, Texas.

2. A public utility easement will remain in place until utilities have been relocated out of proposed alley vacation.

**CASE V-25-02
ALLEY VACATION**

**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 125 feet
Date: 3/18/2026
Case No: V-25-02

Case V-25-02 Vacation of approximately 8,451.22 feet of public alley right-of-way, being the 20-foot-wide public alley as dedicated in Lawrence Park Unit No. 116 and the south 136.33 feet of the alley segment located between Lot 6, Block 24, Lawrence Park Unit No. 89 and Lot 5A, Block 33, Lawrence Park Unit No. 116, all the above additions to the City of marillo, in Section 227, Block 2, A.B.& M. Survey, Potter County, Texas.

Applicant: Furman Land Surveyors, Inc. for Southwestern Public Service Company, Inc.

Vicinity: SW 26th Ave. & Britain Dr.

AP: L-13

Page 22 of 129



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Fiscal Responsibility

Department: Finance

Contact Person: Katrina Owens, Finance Director

Agenda Caption: **Consideration of Resolution No. 04-28-26-1.** This item is a second and final reading to consider a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the 2026 Working Ranch Cowboys Association's World Championship Ranch Rodeo.

Agenda Item Summary: This item allows the City of Amarillo as the host community to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the 2026 Working Ranch Cowboys Association's World Championship Ranch Rodeo.

Requested Action: Consideration of the item as presented.

Funding Summary: Not applicable.

Purchasing Summary: Not applicable.

Community Engagement Summary: Not applicable.

Staff Recommendation: Staff recommends approval of the item as presented. Amarillo City Council passed this item upon first reading at their regular meeting on April 28, 2026 with a 4-0 vote.

RESOLUTION NO. 04-28-26-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO: AUTHORIZING THE CITY MANAGER TO SEEK AND DISTRIBUTE STATE FUNDS, PURSUANT TO ARTICLE 5190.14, SECTION 5C OF THE TEXAS REVISED CIVIL STATUTES, A QUALIFYING EVENT; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the Working Ranch Cowboy Association has selected Amarillo, Texas as the site for its 2026 World Championship Ranch Rodeo event, despite enticements to take that event to another state; and

WHEREAS, the City of Amarillo is the host community of the Working Ranch Cowboy Association event and other eligible events (hereafter “event” whether singular or plural), and

WHEREAS, that event may be eligible to receive some funding as an eligible event from Special Event Trust Funds (hereafter, “Trust Fund”) pursuant to Tex. Rev. Civ. Stat., Art. 5190.14, Sec. 5C (hereafter, “Sec. 5C”); and

WHEREAS, the City of Amarillo and the State of Texas may benefit directly from this state law by utilizing state funds to augment local incentives for the purpose(s) of retaining events in our city and our state that are being courted by other cities located in other states, and by enhancing these events so that they have more prestige and draw more contestants and attendees; and

WHEREAS, Sec. 5C allows for the use of any funds received from the State under this law to offset direct expenditures related to the event; and

WHEREAS, the City of Amarillo, and the State of Texas may benefit indirectly from this state law by an increase in tourism resulting from the retention or the attraction of events to our city and state that will likely have the effect of:

- An increase in utilized hotel rooms, which has a positive impact on the Hotel Occupancy Tax; and
- An increase in general sales and consumption, which has a positive impact on the local and state sales tax; and
- An increase in the length of time an event is in Amarillo facilities, which increases the local facility rental revenue.

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

SECTION 1. The City Manager is authorized to submit an application to the Office of the Governor's Economic Development & Tourism Division to seek state funds, pursuant to Sec. 5C for the purpose of utilizing any funds received to assist in enhancing the Working Ranch Cowboy Association's World Championship Ranch Rodeo, and other eligible events, with a goal of increasing participation and attendance and benefiting the economy of the City of Amarillo and the State of Texas. Further, the City Manager is authorized to negotiate a contract with the Working Ranch Cowboy Association specifically as to any state funds received through Sec. 5C with the explicit guidance that the application and the contract be developed so as to maximize the state funds coming back to the City to support the World Championship Ranch Rodeo and other eligible events.

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

SECTION 3. 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 4. 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 28th day of April 2026 and PASSED on Second and Final Reading on this the 12th day of May 2026.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Fiscal Responsibility

Department: Finance

Contact Person: Katrina Owens, Finance Director

Agenda Caption: **Consideration of Resolution No. 04-28-26-3.** This item is a second and final reading to consider a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the 2026 AQHA Versatility Ranch Horse World Championships.

Agenda Item Summary: This item allows the City of Amarillo as the host community to apply for State funds through the Special Events Trust Fund for the 2026 AQHA Versatility Ranch Horse World Championships,

Requested Action: Council consideration and approval of the resolution.

Funding Summary: Not applicable.

Purchasing Summary: N/A

Community Engagement Summary: Not applicable.

Staff Recommendation: Staff recommendation is to approve the resolution for the 2026 AQHA Versatility Ranch Horse World Championships so the Event Trust Fund application may be submitted. Amarillo City Council passed this item upon first reading at their regular meeting on April 28, 2026 with a 4-0 vote.

RESOLUTION NO. 04-28-26-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO: AUTHORIZING THE CITY MANAGER TO SEEK AND DISTRIBUTE STATE FUNDS, PURSUANT TO ARTICLE 5190.14, SECTION 5C OF THE TEXAS REVISED CIVIL STATUTES, A QUALIFYING EVENT; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, Amarillo, Texas has been selected as the site for the 2026 American Quarter Horse Association (AQHA) Versatility Ranch Horse Championship Show event; and

WHEREAS, the City of Amarillo, is the host community of the event and other eligible events (hereafter “event” whether singular or plural), and

WHEREAS, that event may be eligible to receive some funding as an eligible event from Special Event Trust Funds (hereafter, “Trust Fund”) pursuant to Tex. Rev. Civ. Stat., Art. 5190.14, Sec. 5C (hereafter, “Sec. 5C”); and

WHEREAS, the City of Amarillo and the State of Texas may benefit directly from this state law by utilizing state funds to augment local incentives for the purpose(s) of retaining events in our city and our state that are being courted by other cities located in other states, and by enhancing these events so that they have more prestige and draw more contestants and attendees; and

WHEREAS, Sec. 5C allows for the use of any funds received from state under this law to offset direct expenditures related to the event; and

WHEREAS, the City of Amarillo, and the State of Texas may benefit indirectly from this state law by an increase in tourism resulting from the retention or the attraction of events to our city and state that will likely have the effect of:

- An increase in utilized hotel rooms, which has a positive impact on the Hotel Occupancy Tax; and
- An increase in general sales and consumption, which has a positive impact on the local and state sales tax; and
- An increase in the length of time an event is in Amarillo facilities, which increases the local facility rental revenue.

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

SECTION 1. The City Manager is authorized to submit an application to the Office of the Governor's Economic Development & Tourism Division to seek state funds, pursuant to Sec. 5C for the purpose of utilizing any funds received to assist in enhancing the 2026 American Quarter Horse Association (AQHA) Versatility Ranch Horse Championship Show event, and other eligible events, with a goal of increasing participation and attendance and benefiting the economy of the City of Amarillo and the State of Texas. Further, the City Manager is authorized to negotiate a contract with the sponsoring association or entity specifically as to any state funds received through Sec. 5C with the explicit guidance that the application and the contract be developed so as to maximize the state funds coming back to the City to support the event and other eligible events.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 28th day of April 2026 and PASSED on Second and Final Reading on this the 12th day of May 2026.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Infrastructure

Department: Planning and Development Services

Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: **Consider Acceptance - Alley Right-of-Way Dedication to the City of Amarillo.** This item considers the acceptance of the dedication of right-of-way for a public alley, being 3,800 square feet out of Lot 5A, Block 33, Lawrence Park Unit No. 116, an addition to the City of Amarillo, in Section 227, Block 2, A.B.& M. Survey, Potter County, Texas. (VICINITY: SW 26th Ave. & Britain Dr.; GRANTOR: Southwestern Public Service Company, Inc.; GRANTEE: City of Amarillo)

Agenda Item Summary: This item considers the acceptance of an alley right-of-way dedication to the City of Amarillo by Southwestern Public Service Company, Inc. (also known as Xcel Energy). The dedication of this alley right-of-way is associated with an alley vacation request that was considered by the City Council on April 28, 2026.

Xcel Energy currently owns property on the north and south side of the existing alley and are proposing to shift the location of the alley to the northernmost property line in order to create a single large lot for a proposed utility yard. This dedication is the legal instrument that will rededicate the alley at the proposed location to ensure that there is a route for utilities in the area and access to the rear of multiple properties that utilize the alley. It is also worth noting that City development regulations do not allow for the creation of dead-end alleys. This dedication would ensure that the alley does not dead-end and would allow for safe access and use of the alley.

The dedication was reviewed by City staff and the Legal Department and was found to be in good order and ready for consideration.

Requested Action: Council consideration of the acceptance of a right-of-way dedication to the City of Amarillo.

Funding Summary: The right-of-way is being dedicated to the City at no cost.

Purchasing Summary: Not applicable.

Community Engagement Summary: Not applicable.

Staff Recommendation: Staff recommends acceptance of this dedication.

Notice of confidentiality rights: If you are a natural person, you may remove or strike the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

Alley Right-of-Way Dedication

Date: April 14, 2026

Grantor: Southwestern Public Service Company, Inc.

Grantor's Mailing Address: 790 S. Buchanan Street, Amarillo, Texas 79101

Grantee: The City of Amarillo, Texas, a municipal corporation

Grantee's Mailing Address: P.O. Box 1971, Amarillo, Texas 79105-1971

Consideration: Property dedicated for Public Use

Property: A 3,800 square foot tract of land located in Lot 5A, Block 33, Lawrence Park Unit No. 116, an addition to the City of Amarillo in Section 227, Block 2, AB&M Survey, Potter County, Texas as more fully described in Exhibit "A," attached hereto and incorporated herein.

For consideration recited, Grantor does by this instrument convey and dedicate this Alley Right-of-Way on the Property to Grantee, a home rule municipal corporation, the right to maintain such Right-of-Way over, under, and across Grantor's Property to be used for public use and purposes, including, but not limited to, using the Property for the installation and continuous maintenance of a public alley right-of-way containing public utilities within such Property, and to make and maintain improvements of any public structures or facilities on or within the Property, and to maintain, repair and replace the same to better accommodate such public purposes.

Grantor binds itself, its successors and assigns to warrant and forever defend all and singular the Property to Grantee, its successors and assigns against any persons whomsoever lawfully claiming the same or any part thereof.

Grantor: Southwestern Public Service Company, Inc.

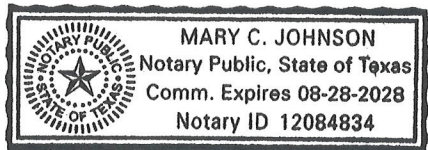
By: 

Brad Baldrige, Interim President,
Southwestern Public Service Company, Inc.
790 S. Buchanan Street, 4th Floor
Amarillo, Texas 79101

The State of Texas

County of Potter

This instrument was acknowledged before me on the 14 day of
April, 2026 by Brad Baldrige for and in behalf of Southwestern Public Service
Company, Inc.



Mary C Johnson
Notary Public for the State of Texas
My Commission expires: 8-28-28

ACCEPTED BY CITY OF AMARILLO, TEXAS
(GRANTEE)

Grayson Path, City Manager

ATTEST:

Stephanie Coggins, City Secretary

Date: _____

Exhibit A

A 3800± square foot tract of land out of Lot 5-A, Block 33, Lawrence Park Unit No. 116 an addition to the City of Amarillo in Potter County, Texas, according to the map or plat thereof, recorded in Clerks File No. 20220PR0004893 of the Official Public Records of Potter County, Texas, further being out of that certain tract of land described in that certain instrument recorded in Clerk's File Number 20200PR0015687 of the Official Public Records of Potter County, Texas, said tract of land having been surveyed by Furman Land Surveyors, Inc. on May 10, 2023 and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "CI" found for the Northwest corner of said Lot 5-A, same being the Northwest corner of said tract of land described in Clerk's File No. 20200PR0015687, also being the Southwest corner of that certain tract of land described in that certain instrument recorded in Volume 2834, Page 276 of the Deed Records of Potter County Texas and being the Northwest corner of this tract of land;

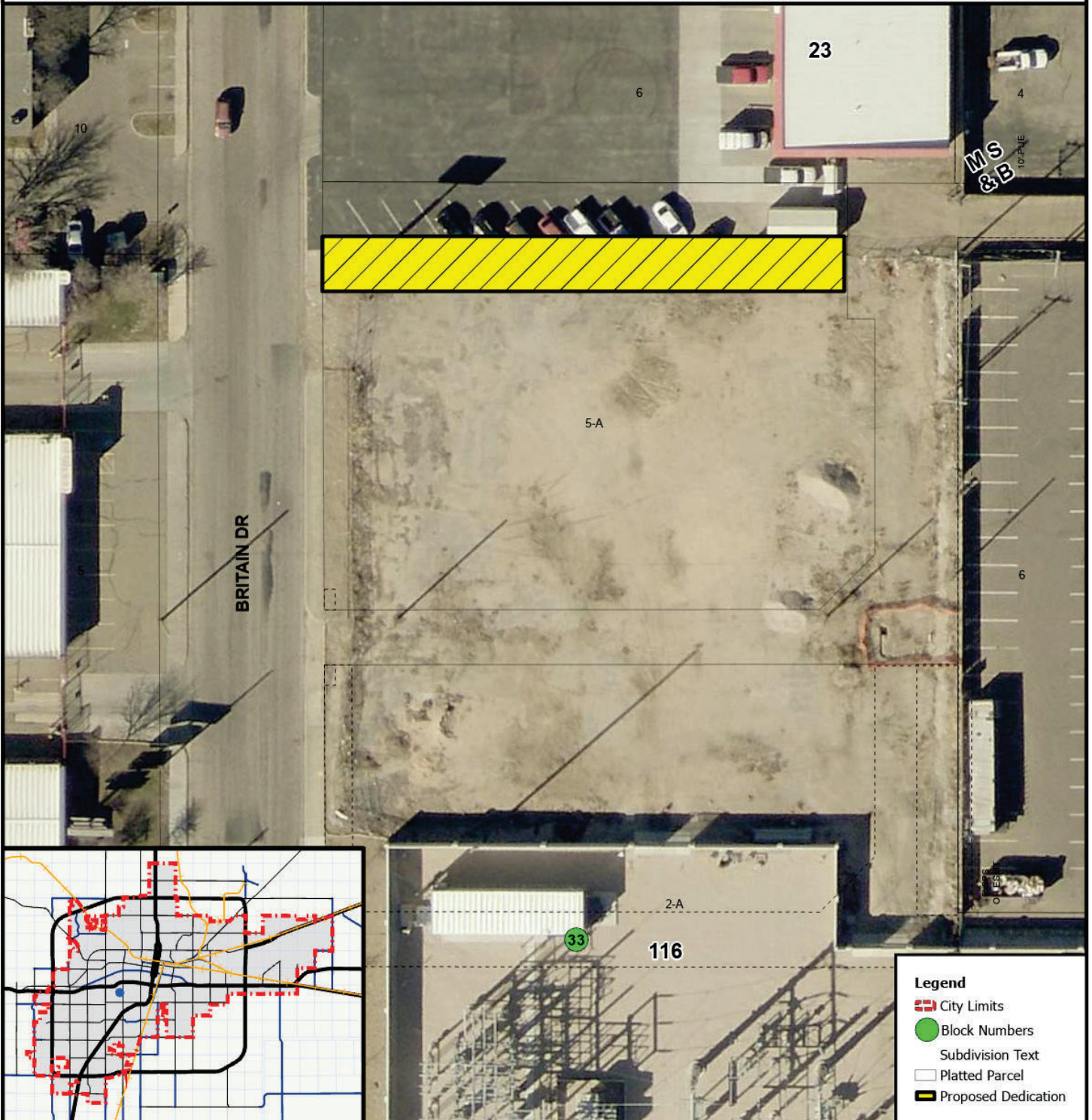
THENCE East (Base Line) 190.00 feet along the North line of said Lot 5-A, same being the North line of said tract of land described in Clerks File No. 20200PR015687, also being the South line of said tract of land described in Volume 2834, Page 276 to a 1/2 inch iron rod with cap stamped "Furman RPLS" found for the Northerly Northeast corner of said Lot 5-A and being the Northeast corner of this tract of land;

THENCE South 20.00 feet along the East line of said Lot 5-A, same being the East line of said tract of land described in Clerks File No. 20200PR015687 to a 1/2 inch iron rod with cap stamped "Furman RPLS" set for the Southeast corner of this tract of land;

THENCE West 190.00 feet to a 1/2 inch iron rod with cap stamped "Furman RPLS" set in the West line of Lot 5-A, same being the West line of said tract of land described in Clerks File No. 20200PR015687;

THENCE North 20.00 feet along the West line of Lot 5-A, same being the West line of said tract of land described in Clerks File No. 20200PR015687 to the BEGINNING CORNER of this tract of land containing 3800 square feet, more or less.

CASE D-26-01
Dedication of a portion of Section 5-A, Block 33



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 50 Feet
Date: 4/13/2026
Case No: D-26-01



Case D-26-01 Dedication of A 3,800 square foot tract of land for a public alley being located in Lot 5A, Block 33, Lawrence Park Unit No. 116, an addition to the City of Amarillo in Section 227, Block 2, AB&M Survey, Potter County, Texas.

Grantor: APPLICANT/S: Furman Land Surveyors Inc. for Southwestern Public Service Company, Inc

VICINITY: SW 26th Ave. and Britain Dr.

AP: L-13

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.

ITB 190-26 YM Hotel Occupancy Tax (HOT) Administration

To be awarded as one lot

Azavar

Line 1 - Hotel Occupancy Tax (HOT) administration
from hotel/motel owners in accordance with
state and local laws and to provide on-going
monthly HOT administration services for all local
establishments required to remit HOT, per

4 yr

Unit Price

\$40,600.000

Extended Price

\$ 162,400.00

Total

\$ 162,400.00



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Public Safety

Department: Police Department

Contact Person: Thomas Hover, Police Chief

Agenda Caption: Consider Purchase — Control Technologies Inc. This item considers the purchase of Verkada Camera Systems. This system will add 18 traffic cameras at several intersections throughout the City of Amarillo for the next 10 years.

Award to: Control Technologies (Omnia #R220703)

Amount: \$128,404.26

Funding Source: Panhandle Regional Planning Commission Department of Homeland Services Grant (\$127,533.26) and general fund revenues (\$871)

Is the item budgeted? Yes

Agenda Item Summary: The Verkada camera system will add 18 strategically placed cameras across the city under a 10 year license and warranty. These cameras provide high quality, real time video accessible through a secure, cloud based platform. This expands visibility in key areas and gives personnel immediate access to live and recorded footage without the need for on site equipment or complex infrastructure.

The system supports proactive policing and faster case resolution. Personnel can monitor activity, identify suspicious behavior, and respond earlier to developing situations. Recorded footage allows investigators to quickly locate events, track movement, and gather evidence after a crime occurs. This improves situational awareness across the city, strengthens coordination with the ARCC, and reduces the time required to identify suspects and build cases.

Requested Action: Request councils approval for the additional purchase of Verkada Camera Systems.

Funding Summary: This purchase will be made from PRPC DHS Grant #5626501 for the amount of \$127,533.26 and the remaining balance of \$871 will come from APD General Funds.

Purchasing Summary: This purchase will be made via Control Technologies, Omnia Contract R220703. ConTech is currently a city vendor and has been for several years. This purchase will add additional cameras to the current systems that is in place.

Community Engagement Summary: N/A

Staff Recommendation: Staff recommends approval of purchase of additional Verkada Camera Systems for the amount of \$128,404.26

To be awarded as one lot		ConTech
Line 1 CM42 Indoor Mini Dome		
Camera, 256GB, 30 Days		
2 ea		
Unit Price	\$415.210	
Extended Price		830.42
Line 2 CD63 Indoor Dome		
Camera, 512GB, 30 Days		
1 ea		
Unit Price	\$1,009.210	
Extended Price		1,009.21
Line 3 CF83-E Outdoor Fisheye		
Camera, 512GB, 30 Days		
2 ea		
Unit Price	\$1,068.610	
Extended Price		2,137.22
Line 4 CF83-E Outdoor Fisheye		
Camera, 512GB, 30 Days		
2 ea		
Unit Price	\$40.990	
Extended Price		81.98
Line 5 10-Year Camera License,		
Capacity Increase		
8 ea		
Unit Price	\$1,187.410	
Extended Price		9,499.28
Line 6 Arm Mount		
18 ea		
Unit Price	\$58.810	
Extended Price		1,058.58
Line 7 CH53-E Outdoor Four-		
12 ea		
Unit Price	\$2,019.010	
Extended Price		24,228.12
Line 8 Four-Camera Multisensor		
12 ea		
Unit Price	\$82.570	
Extended Price		
Line 9 Outdoor 90W PoE++		
12 ea		

	Unit Price	\$177.610	
	Extended Price		2,131.32
Line 9	10-Year Four-Camera		
12	ea		
	Unit Price	\$3,563.410	
	Extended Price		42,760.92
Line 12	Pole Mount		
18	ea		
	Unit Price	\$124.150	
	Extended Price		2,234.70
Line 13	CY63-E Outdoor Two-		
1	ea		
	Unit Price	\$1,662.610	
	Extended Price		1,662.61
Line 14	Two-Camera Multisensor		
1	ea		
	Unit Price	\$64.750	
	Extended Price		64.75
Line 15	10-Year Two-Camera		
1	ea		
	Unit Price	\$2,078.410	
	Extended Price		2,078.41
Line 16	GC31 Cellular Gateway,		
13	ea		
	Unit Price	\$771.610	
	Extended Price		10,030.93
Line 17	10-Year Cellular Gateway		
13	ea		
	Unit Price	\$1,603.210	
	Extended Price		20,841.73
Line 19	CR63-E Outdoor Remote		
2	ea		
	Unit Price	\$2,386.320	
	Extended Price		4,772.64
Line 20	100 Watt Solar Panel		
2	ea		
	Unit Price	\$159.790	
	Extended Price		319.58
Line 19	Verkada Solar Panel Pole		
2	ea		
	Unit Price	\$296.410	
	Extended Price		592.82

Line 20 Freight			
	1 ea		
	Unit Price	\$1,078.200	
	Extended Price		1,078.20
	Total amount bid		128,404.26
	ConTech		
	Amarillo, Tx		



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Infrastructure, Public Safety, Technology and Innovation

Department: Airport

Contact Person: Michael Conner, Director of Aviation

Agenda Caption: **Consider Award - Airport Terminal Air Handler Replacement.** This item considers the award of a contract to replace Airport terminal building Air Handler #12 at the Rick Husband Amarillo International Airport.

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

Amount: \$910,300.00

Funding Source: Airport fund revenues (CIP #540373)

Is the item budgeted? Yes

Agenda Item Summary: This item is for a contract to replace air handler #12 in the Airport terminal building. This is just one of several air handlers being replaced over a period of several years due to their extreme age (original to the 1970 terminal construction of the terminal building).

Requested Action: Please approve this contract.

Funding Summary: This is CIP #540373. Airport revenues will pay for this replacement.

Purchasing Summary: This is a Sourcewell purchase (contract #TX-R4-GC-052124-JRT), with this being the lowest of two quotes received.

Community Engagement Summary: Not applicable.

Staff Recommendation: Airport staff recommends the approval of this contract.

ITB 178-26 AHU-12 Replacement

To be awarded as one lot	Tri-State General Contractors
--------------------------	-------------------------------

Line 1 Replacement of the AHU-12

1	ea		
	Unit Price	\$910,300.000	
	Extended Price		910,300.00
	Total Amount Bid		\$ 910,300.00
	Tri-State General Contractors		
	Amarillo, TX		



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Infrastructure

Department: Airport

Contact Person: Michael Conner, Director of Aviation

Agenda Caption: Consider Approval - Change Order No. 3 to the Contract for Parking Lots & Roadway Project, for Limestone Cobble and Sidewalk. This item considers approval of Change Order No. 03 for the addition of limestone cobble in employee parking lot areas and a sidewalk in the employee parking area of the Rick Husband Amarillo International Airport for the Parking Lots & Roadway Project. The change order is necessary because the sidewalk installation and limestone cobble installation were previously undetermined items and dependent on available funds. These installations will reduce maintenance, help eliminate erosion, and provide an employee walkway.

Award to: Fuller and Sons Construction

Amount:

Original award	\$12,736,007.00
Previous change order(s)	161,232.40
Current Change Order No. 03	<u>37,341.84</u>
Total award	\$12,934,581.24

Funding Source: Airport fund revenues (CIP #540359)

Is the item budgeted? Yes

Agenda Item Summary: As this project evolved, it was determined that funding is available to make the addition of a sidewalk near the new employee parking area to avoid employees walking in dirt and mud, and to add limestone cobble in parking lot island areas where there was previously no designated finish element. Avoiding the installation of grass in these small areas will greatly reduce required maintenance in these areas and also reduce soil erosion in the inclined area surrounding the sidewalk. This will also provide a walkway for employees where there was previously just dirt and grass. Excellent pricing was obtained from the contractor, therefore, it was determined that it would be better to include it in the existing contract (for these parking areas) instead of trying to obtain a new contract from some other contractor.

Requested Action: Please approve this change order #3.

Funding Summary: Funding will be from the Airport CIP fund 540359.

Purchasing Summary: Change order submitted to Purchasing.

Community Engagement Summary: N/A

Staff Recommendation: Airport staff recommends this change order.

Bid No. 7819 CO#3 Parking Facility Improvements

To be awarded as one lot

Fuller & Sons

Line 1 CO#3 Parking facility improvements

1 ea

Unit Price

\$37,341.840

Extended Price

37,341.84

Original Contract Amount

\$ 12,736,007.75

CO#1

0

CO#2

\$ 161,232.40

CO#3

\$ 37,341.84

Revised Total

\$ 12,934,581.24



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Infrastructure

Department: Public Works

Contact Person: Alan Harder, Director of Public Works

Agenda Caption: Consider Award - Concrete Removal and Repair Contract. This item considers the award of a contract for removal and replacement of failed concrete pavement in the alley of the 700 block of NE Taylor/Fillmore and the east end of Hilton Road where it ties into Lakeside Drive.

Award to: Wiley Hicks, Jr., Inc., (TEX-BUY #023-086)

Amount: \$148,067.00

Funding Source: General fund revenues (CIP #PRJ-0000140)

Is the item Budgeted? Yes

Agenda Item Summary: This item considers the award of a contract for removal and replacement of failed concrete pavement in the alley of the 700 block of NE Taylor/Fillmore and the east end of Hilton Road where it ties into Lakeside Drive. This item is being recommended for award to the lowest of 3 quotes received under the referenced cooperative contract.

Requested Action: Award

Funding Summary: Funding for this item is available in CIP PRJ-0000250 Street Department E&I

Purchasing Summary: This will be on TEX-BUY #023-086 Wiley Hicks, Jr., Inc., with two other bids received from other Cooperative agreements. (ITB 183-26)

Community Engagement Summary: The contractor will be responsible for providing traffic control in accordance with the TMUTCD and for coordinating potential driveway closures with the affected property owners.

Staff Recommendation: City Staff is recommending approval of this contract.

ITB 183-26 YM Concrete Project at two (2) Locations – 728 N. Taylor | 40 & Lakeside

To be awarded as one lot		Wiley Hicks, Jr., Inc.	Plains Builders, Inc.	Tri-State General Contractors Group, Inc.
Line 1 -Concrete Work at 734 N. Taylor St.				
1 ea				
Unit Price	\$36,862.000	\$155,045.000	Combined Total	\$62,100.000
Extended Price	\$ 36,862.00	\$	155,045.00	\$ 62,100.00
Line 2 - Concrete Work at I-40 & Lakeside				
1 ea				
Unit Price	\$111,205.000	\$0.000		\$188,900.000
Extended Price	\$ 111,205.00	\$	-	\$ 188,900.00
Grand Total		\$ 148,067.00	\$ 155,045.00	\$ 251,000.00



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Fiscal Responsibility

Department: Public Works

Contact Person: Alan Harder, Director of Public Works

Agenda Caption: Consider Purchase - Freightliner Fuel Transport Truck. This item considers the purchase of a Freightliner Fuel Transport Truck for daily use by the Fleet Services Department. This is the scheduled replacement of unit 5336 which is a 1997 Ford Fuel Transport Truck.

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

Amount: \$294,460.00

Funding Source: General fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This request is for the scheduled replacement of Unit 5336, a 1997 Ford fuel transport truck, which has reached and exceeded its expected service life. Replacing this unit will support the Fleet Services Division in meeting its daily operational requirements. Fuel transport trucks play a critical role in safely transporting and distributing bulk liquid petroleum products, such as gasoline and diesel, from City-owned fueling stations to offsite locations, including generators at municipal facilities and pumping stations.

Requested Action: Approval

Funding Summary: Fleet Services Auto Rolling Stock, account 61120.84100 request total award \$294,460.00

Purchasing Summary: This purchase will be on SourceWell Contract # 032824-DAI. Contract assures discounted governmental pricing and a quicker delivery schedule.

Community Engagement Summary: N/A

Staff Recommendation: City Staff recommends approval.

ITB 185-26 KD Freightliner Fuel Transport Truck

To be awarded as one lot

Premier Trucks

Line 1 Fuel Transport Truck

1 ea

Unit Price

\$294,460.000

Extended Price

294,460.00

Total Amount Bid

\$ 294,460.00

Premier Truck Group

Amarillo, TX



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Fiscal Responsibility
Infrastructure
Public Safety

Department: Water and Sewer Utilities

Contact Person: William Johnson, Director of Utilities - Operations

Agenda Caption: **Consider Award - Fire Hydrant Replacement and Repair Contract.** This item considers the award of a contract to procure the services of a contractor to replace 44 fire hydrants and repair 26 existing fire hydrants.

Award to: J.S. Ratliff

Amount: \$264,600.00

Funding Source: Water and sewer fund revenues (CIP #523874)

Is the item budgeted? Yes

Agenda Item Summary: The City has selected a contractor through a best-value bid process to replace 44 aging fire hydrants and repair 26 others, enhancing the safety and reliability of the City's fire protection system. Fire hydrants provide critical access to water during emergencies, and keeping them in good working condition is essential for effective firefighting. Replacing and repairing these hydrants will help ensure they function properly when needed and support community safety.

Some existing hydrants are outdated or damaged, which could delay emergency response times. By replacing 44 hydrants with new, more reliable models and repairing 26 others, the City will improve its fire protection system and support faster, more efficient emergency response. Upon approval, the contractor will begin work in accordance with an established timeline. Once completed, the hydrants will be tested to ensure they are fully operational and ready for emergency use. This project will strengthen the City's fire protection system and ensure firefighters have the tools needed to keep the community safe.

Requested Action: Requesting the approval of the contract to J.S. Ratliff in the amount of \$264,600.00.

Funding Summary: Funding for this project is available in PRJ-523874 with a remaining total of \$597,242.58.

Purchasing Summary: The contractor for this project has been selected through a best-value bid process. BVB 402-26 YM

Community Engagement Summary:

The City is undertaking an important project to replace 44 old fire hydrants and repair 26 others to ensure the safety and reliability of our fire protection system. Fire hydrants are essential for providing quick access to water during emergencies, and their proper function is critical for effective firefighting efforts. By replacing outdated and damaged hydrants, this project will improve the response time and efficiency of our firefighters, ultimately enhancing public safety for all residents. This initiative underscores the City's commitment to public safety and the well-being of its residents. By investing in the upkeep and improvement of our fire protection infrastructure, the City is helping to ensure that firefighters have the necessary resources to respond effectively during emergencies, providing greater peace of mind to the entire community.

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

To be awarded as one lot		JS Ratliff Utilities, Inc. dba Ratliff Utilities	Amarillo Utilities Contractors	L.A. Fuller & Son's Construction	MH Civil Constructors, Inc.
Line 1 -Fire Hydrants to Replace, per specifications					
1	grp				
	Unit Price	\$170,800.000	\$164,300.000	\$263,620.000	\$462,000.000
	Extended Price	\$ 170,800.00	\$ 164,300.00	\$ 263,620.00	\$ 462,000.00
Line 2 - Fire Hydrants to Retire, per specifications					
1	grp				
	Unit Price	\$93,800.000	\$115,700.000	\$213,965.000	\$182,000.000
	Extended Price	\$ 93,800.00	\$ 115,700.00	\$ 213,965.00	\$ 182,000.00
Grand Total		\$ 264,600.00	\$ 280,000.00	\$ 477,585.00	\$ 644,000.00



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Fiscal Responsibility
Infrastructure
Public Safety

Department: Water and Sewer Utilities

Contact Person: William Johnson, Director of Utilities - Operations

Agenda Caption: **Consider Purchase - Actuated Valves for Bonham Pump Station.** This item considers the purchase of a 24" and a 36" actuated butterfly valve for the Bonham Pump Station.

Award to: Zone Industries (BuyBoard #770-25)

Amount: \$116,722.00

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary: This item addresses the purchase of one 24-inch and one 36-inch actuated butterfly valve to replace valves that were damaged during the recent flood at the Bonham Pump Station. These critical components are essential for the efficient operation of the pump station, and their failure during the flood has disrupted normal service.

The new valves will be equipped with actuators that allow for remote control through SCADA, as well as local manual operation if needed. This flexibility ensures that operators can manage the valves effectively under any circumstances, enhancing the reliability and responsiveness of the system.

Once the valves are purchased, Water Transmission staff will handle the installation process, restoring full functionality to the Bonham Pump Station and minimizing any potential service interruptions.

This purchase is a key step in maintaining the resilience and efficiency of the City's water infrastructure, ensuring that the Bonham Pump Station can continue to meet community needs, particularly during high-demand periods or emergency situations.

Requested Action: Requesting the approval of the purchase to Zone Industries for the amount of \$116,722.00.

Funding Summary: Funding is supported by account 52200.68300, current balance of \$134,210.00.

Purchasing Summary: Procurement supported by co-operative Buyboard #770-25.

Community Engagement Summary:

The Bonham Pump Station plays a crucial role in maintaining the flow of water throughout our system. When key components like the actuated butterfly valves fail, it can disrupt water transmission, which may impact service delivery. By replacing these damaged valves promptly, the City is safeguarding the station's ability to continue providing reliable service, particularly during high-demand periods or emergency situations.

The new valves will enhance the station's operational flexibility, allowing staff to manage the system both remotely and onsite. This capability is vital for quick responses in future emergencies, ensuring that the City can continue to meet the needs of its residents without disruption. The timely replacement of these valves ensures that the Bonham Pump Station can maintain optimal performance, directly benefiting the community by protecting water service reliability. Uninterrupted water transmission is essential not only for daily use but also for the health and safety of our residents. By addressing this issue

proactively, the City is reinforcing its commitment to maintaining a robust and resilient water infrastructure. The installation of these valves is part of the City's ongoing efforts to keep water systems functioning smoothly, even in the face of unexpected challenges like flooding. The purchase and installation of these critical components will help ensure the long-term reliability of the City's water infrastructure, ultimately supporting the well-being of the entire community.

Staff Recommendation: City Staff recommends the approval of this item.

ITB 182-26 SS Actuated BFV Valves Replacement Bonham Pump Station

To be awarded as one lot		Zone Industries, LLC
Line 1 24" Actuated Valve		
1 ea		
Unit Price	\$40,098.000	
Extended Price		40,098.00
Line 2 36" Actuated Valve		
1 ea		
Unit Price	\$76,624.000	
Extended Price		76,624.00
Total Amount Bid		\$ 116,722.00
Zone Industries, LLC		
Houston, TX		



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Fiscal Responsibility
Infrastructure
Public Safety

Department: Water and Sewer Utilities

Contact Person: William Johnson, Director of Utilities - Operations

Agenda Caption: **Consider Purchase - Motors for Arden Road Pump Station and 34th St. Pump Station.** This item considers the purchase of a 350 horsepower NIDEC and a 600 horsepower NIDEC motor for two pump stations.

Award to: Zone Industries (BuyBoard #770-25)

Amount: \$192,390.00

Funding Source: Water and sewer fund revenues

Is the item budgeted? Yes

Agenda Item Summary:

This item addresses the purchase of inventory stock motors to support the operation and reliability of critical pump stations at Arden Road and 34th Street. Specifically, the procurement includes one 350 horsepower NIDEC motor and one 600 horsepower NIDEC motor.

These motors will be maintained as backup units to ensure continuity of service in the event of equipment failure or during scheduled preventative maintenance. Having these critical components readily available will minimize downtime and help maintain consistent system production to meet demand.

Maintaining reliable pump station operations is essential to the overall health of the system, as these facilities play a critical role in moving water/wastewater efficiently through the infrastructure. Extended downtime or reduced pumping capacity can lead to system imbalances, increased risk of overflows or service disruptions, and added strain on other components of the network. By ensuring immediate replacement capability, the system can continue to operate within designed parameters, protecting infrastructure integrity, maintaining regulatory compliance, and safeguarding public health and environmental standards. This proactive measure is intended to strengthen system reliability, reduce response times for repairs, and ensure uninterrupted service to the community.

Requested Action: Requesting the approval of the purchase to Zone Industries for the amount of \$192,390.00.

Funding Summary: Funding for this purchase is supported through 52220.68300, with a current balance of \$214,264.00.

Purchasing Summary: Procurement of this item was supported by the co-operative Buyboard #770-25.

Community Engagement Summary: The smooth operation of our pump stations is essential to the health and safety of our community. These facilities are responsible for maintaining the flow of water and wastewater throughout the system, a critical function that impacts public health and environmental protection. Any disruption or delay in service due to equipment failure can have serious consequences, including system imbalances, potential overflows, or disruptions that could impact water quality and sanitation.

By securing these backup motors now, the City ensures that we are prepared to address any issues quickly and efficiently,

without interrupting service. This proactive investment helps to maintain the reliability of the system, ensuring that our neighborhoods continue to benefit from safe, clean, and reliable water and wastewater services.

In addition to safeguarding public health, this purchase is part of the City's ongoing efforts to maintain and strengthen infrastructure, reducing the risk of costly repairs or health hazards that could arise from system failures. By acting now, we are protecting the community and ensuring that we can continue to meet the demands of a growing population while maintaining high standards of public health.

Staff Recommendation: City Staff recommend the approval of this item.

ITB 187-26 KD Arden and 34th Station Inventory Motors

To be awarded as one lot

Zone Industries

Line 1 Enter Text, per specifications

1 ea

Unit Price

\$192,390.000

Extended Price

192,390.00

Total Amount Bid

\$ 192,390.00

Zone Industries

Amarillo, TX



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Fiscal Responsibility

Department: Community Development

Contact Person: Jason Riddlespurger, Managing Director of Community Development

Agenda Caption: Consider Acceptance - United Way Community Impact Grant Awards. This item considers acceptance of the United Way Community Impact Grant Award. The funding will support activities of the Coming Home program, including Supportive Services, Mental Health Support, and Peer Reintegration Employment Partnership (PREP) Academy employment activities.

Grantor: United Way of Amarillo and Canyon
Amount: \$80,000.00

Local Match/Funding Source: No match is required. This award serves as a source of match for other grants with match requirements.

Is the item budgeted? Yes

Agenda Item Summary: This item considers United Way of Amarillo and Canyon Community Impact Grant awards, awarded annually to Coming Home in 2026, 2027, and 2028. This award is designated for the following:

- Supportive Housing - \$40,000
- Mental Health Initiative: \$20,000
- PREP: \$20,000

The Supportive Housing Program provides critical support to individuals and families who are transitioning out of homelessness and working toward long-term housing stability. Many clients served by the program face complex barriers, including limited income, behavioral health needs, lack of transportation, limited support systems, prior justice involvement, disability, and difficulty maintaining stable housing without ongoing case management. This grant will support the program's ability to provide housing-focused case management, client engagement, goal planning, connection to community resources, stabilization services, and continued follow-up after housing placement. The objective is to help vulnerable households remain safely housed, increase self-sufficiency, reduce returns to homelessness, and strengthen the community's overall homeless response system.

The Mental Health Initiative addresses the significant behavioral health needs of individuals and families experiencing homelessness or housing instability in Amarillo. Many clients served by the Coming Home Program experience mental health challenges that create barriers to housing stability, service engagement, employment, self-sufficiency, and long-term recovery. This grant will support the program's ability to provide specialized mental health case management, peer support, coordination with behavioral health providers, connection to community resources, and ongoing support for vulnerable clients. The objective is to improve client engagement, increase access to mental health services, reduce barriers to housing stability, and strengthen the overall continuum of care for individuals experiencing homelessness.

PREP Academy is designed to support individuals experiencing homelessness, housing instability, or other significant barriers to employment by connecting participants to structured job-readiness support, workforce development opportunities, and pathways toward long-term stability. This grant agreement allows the City of Amarillo, through the Community Development Department and Coming Home Program, to accept United Way of Amarillo & Canyon funding awarded to support PREP

Academy activities during the 2026, 2027, and 2028 funding cycles. The funding will help advance the program's objective of increasing access to employment-related services and supportive resources for vulnerable community members working toward housing stability and self-sufficiency.

Requested Action: Community Development recommends acceptance of the United Way of Amarillo and Canyon Community Impact Grants, awarded in the amount of \$80,000, renewed yearly over the next three years (2026, 2027, 2028) to support the operations and activities of the Coming Home Program.

Funding Summary: This award will be renewed yearly over the next three years (2026, 2027, 2028) for the following activities:

- Supportive Housing - \$40,000 (annually)
- Mental Health Initiative: \$20,000 (annually)
- PREP Academy: \$20,000 (annually)

Purchasing Summary: Not applicable.

Community Engagement Summary: Not applicable.

Staff Recommendation: Staff recommends approval of the item presented. The United Way of Amarillo and Canyon Community Impact Grants, awarded in the amount of \$80,000, renewed yearly over the next three years (2026, 2027, 2028) will support the operations of Coming Home.

Historic 6th Street Parking Regulations & Possible Code Amendment



Background & Current Regulations

- Under current ordinance, off-street parking is required for all non-residential land uses in the city except for properties located in the Central Business District zoning boundary (CB).
- On street parking does not count towards the minimum parking requirements for a business.
- The entirety of 6th Street is zoned Light Commercial District (LC) outside of a couple Planned Developments.
- Currently, reductions in parking requirements are available for infill development (-20%) and adaptive reuse (-50%). Additionally, the Planning Director can reduce parking a further 25% upon the review of a parking study submitted by an applicant.
- The Planning Department in 1995 conducted a parking study on this topic. This resulted in a policy interpretation rather than a code amendment.



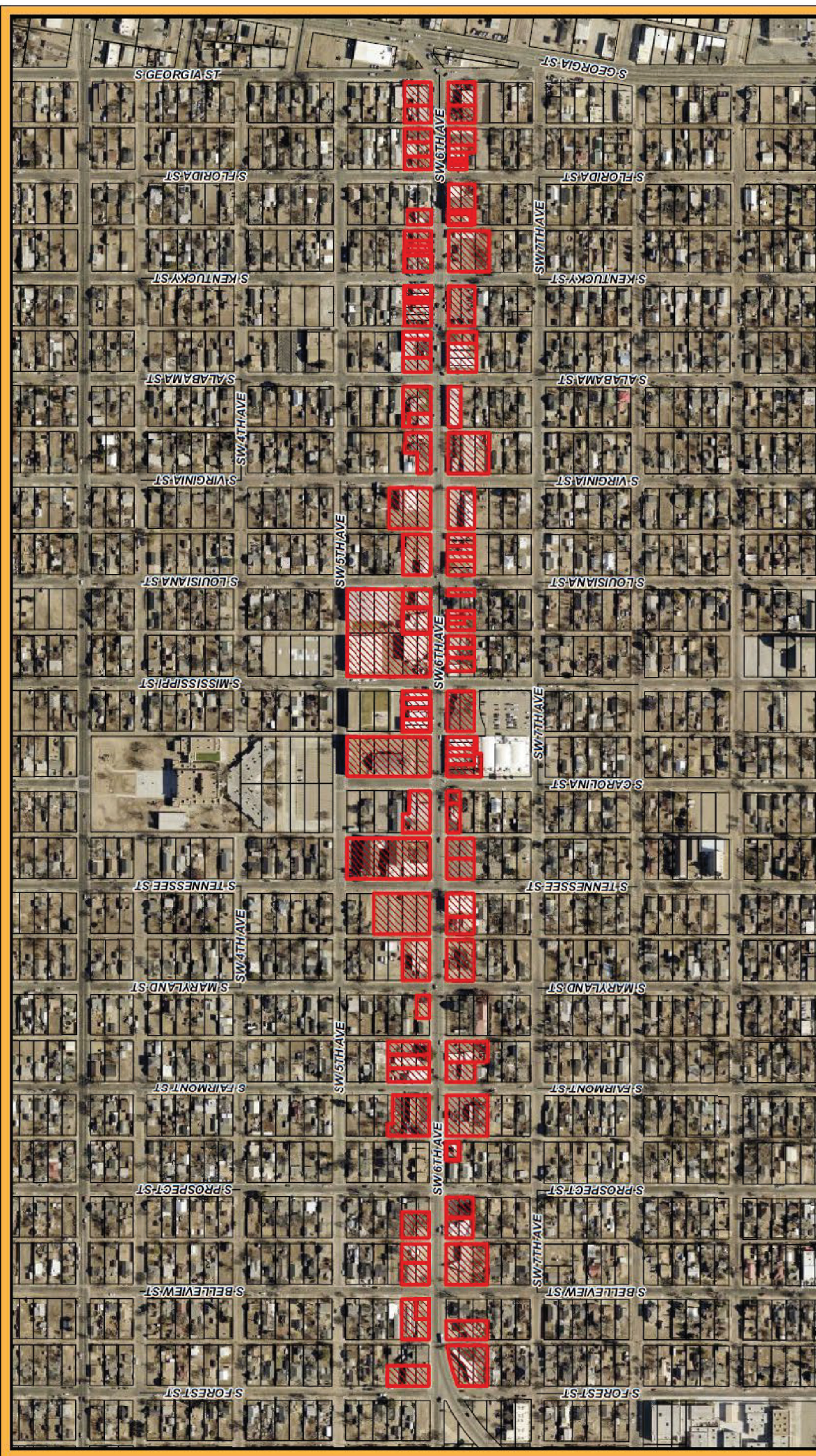
The Issues and Why a Possible Change?

- Historic 6th Street is a prominent historic district in Amarillo and on the National Register of Historic Places (1994).
- The corridor and its character represent the most intact example of businesses that share association with Route 66.
- Many of the historic structures along the corridor were built in the 1920s to 1940s (significantly different design considerations than today) and has the characteristics of a “main street” rather than a typical suburban shopping district (WWII National Defense Project).
- Sites not developed in a manner to be auto oriented or incorporate space for off-street parking lots (not a requirement at the time of original development).
- Since 1977, there have been a total of 15 Zoning Board of Adjustment variance request for parking reductions (11 approved) and two Planned Developments that address parking as a major component.
- Challenges arise during changes of use for properties along the corridor.

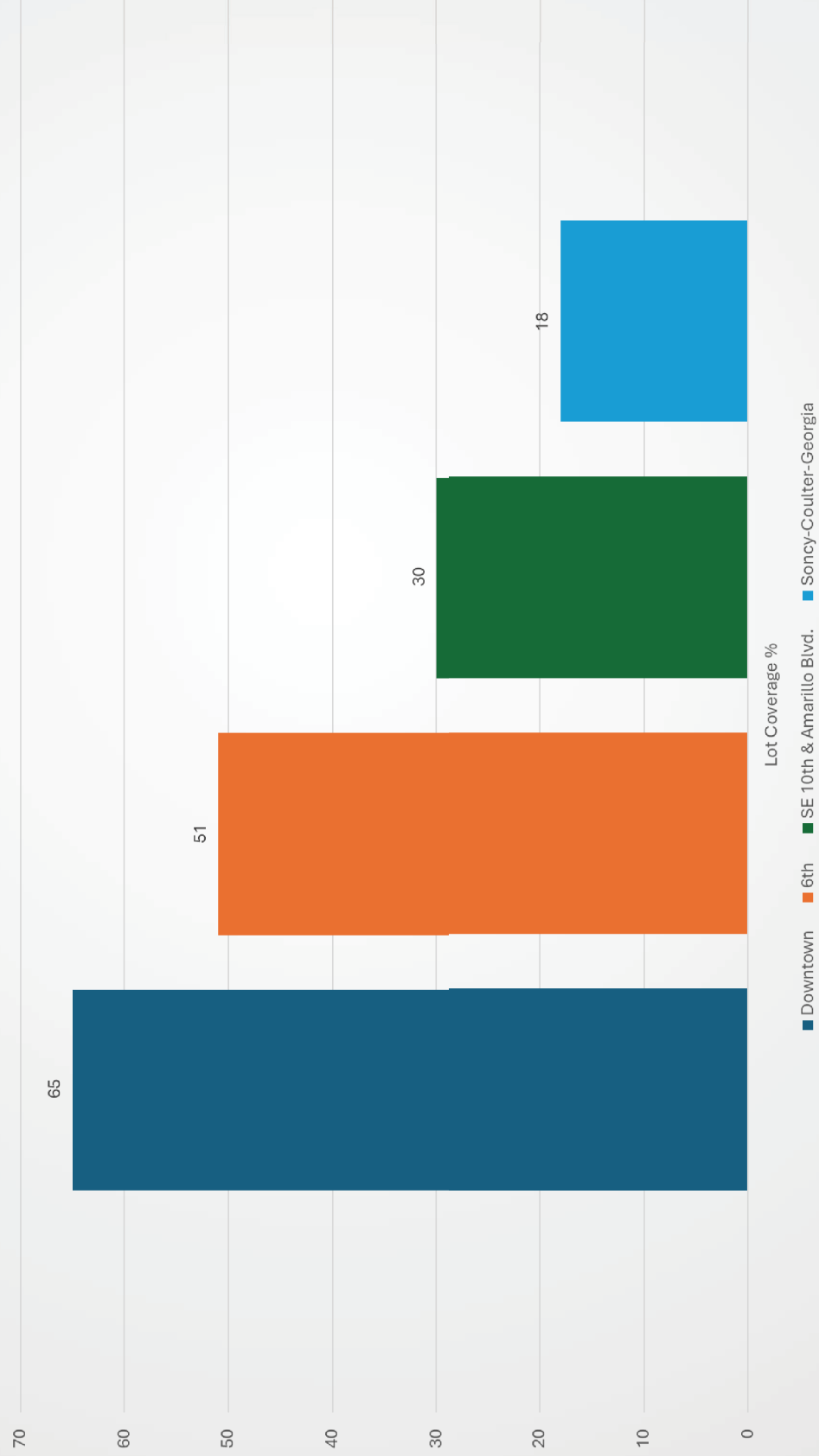


The Issues and Why a Possible Change?

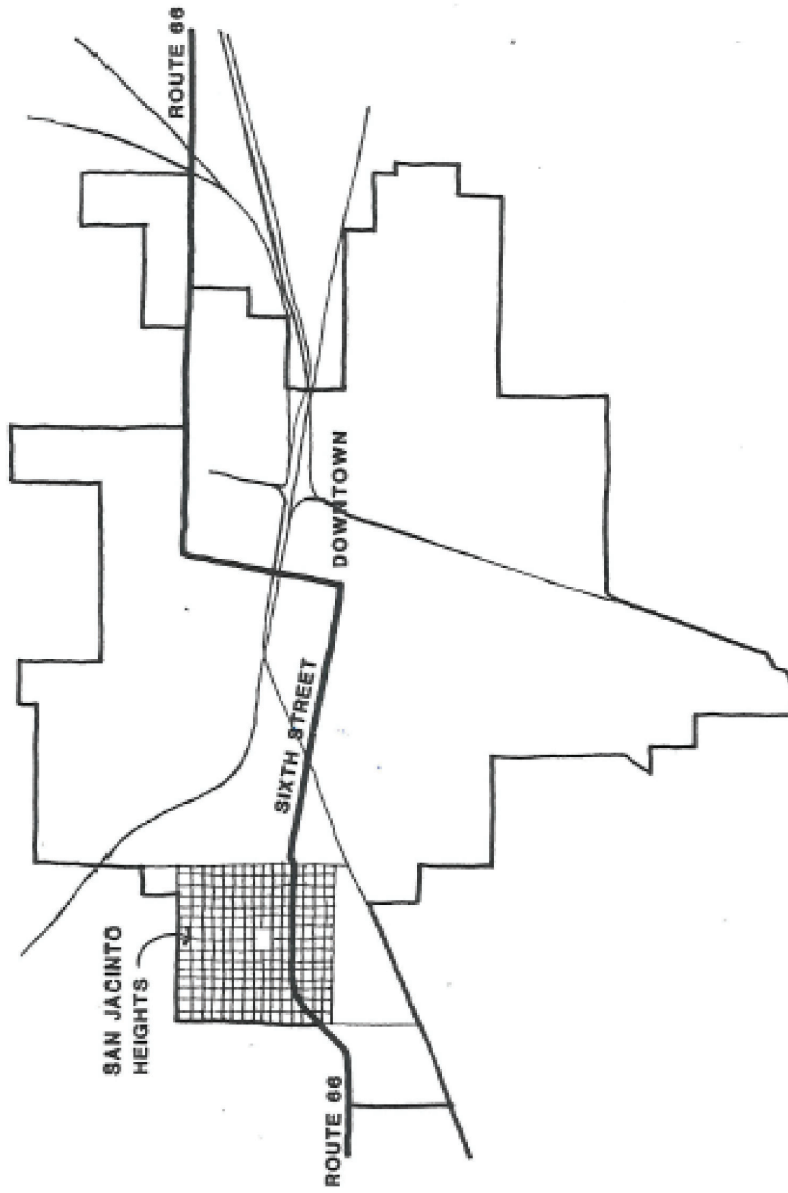
- There are approximately 200 on street parallel parking spaces along the corridor based on the curb length available.
- Codify a change to create consistency for future City staff and businesses along the corridor.
- Historic 6th is key to the revitalization of the San Jacinto neighborhood area of the city.
- Lot coverage average for properties along the corridor is similar to areas in downtown (no parking) versus other newer and more auto oriented portions of the city.
- Applying modern site requirements to historic corridors often leads to clashes between code and the built environment (development barrier).
- A local example: 'The Square' in downtown Canyon, Texas.
- Fort Worth amendment for parking associated with historic buildings or places.
- Options?



Average Lot Coverage by Area



Feedback and/or Questions?



Illustr. 7 San Jacinto Heights on historic Route 66 in Amarillo, from a Texas State Highway Department map of 1936.



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Business Friendly Community

Department: Planning and Development Services

Contact Person: Brady Kendrick, Senior Planner

Agenda Caption: Consideration of Resolution No. 05-12-26-1. This item is the first reading to consider a resolution dissolving and abandoning the dedication of an unaccepted public alley to the City of Amarillo, conveying the right-of-way to adjacent property owners and dedicating a public utility easement to the City of Amarillo; the right-of-way being dissolved is the east 472.02 feet of the public alley dedicated within C.W.C. Enterprises Unit 1 and Unit 2, both being additions to the City of Amarillo, in Section 74, Block 2, A.B.& M. Survey, Potter County, Texas. (VICINITY: E. Interstate 40 and Lakeside Dr. (Loop 335); APPLICANT/S: RaceTrac, Inc.)

Agenda Item Summary: This resolution is to consider dissolving and abandoning the noted unbuilt alley right-of-way to the adjacent property owner who owns property on both sides of the alley segment under consideration. The applicant plans to combine all the property into one lot for a gas station that is under development. While the alley was platted, it was never constructed and accepted by the City.

The alley was originally platted in the early 1970s but was never constructed and turned over to the City as public infrastructure. Upon review of the request by the City of Amarillo and the local utility companies, it was identified that the alley right-of-way does contain several utility lines. The applicant did agree to provide a public utility easement to the City at no cost to allow for access to the infrastructure without having to relocate the lines. With proper easements being retained, no objections were expressed regarding the request.

Given that the entire area of abandonment is being dedicated as a public utility easement to the City, no fair market value payment is required.

Requested Action: This item is ready for Council consideration.

Funding Summary: Not applicable.

Purchasing Summary: Not applicable.

Community Engagement Summary: No comments have been received.

Staff Recommendation: Staff recommends approval of this item.

RESOLUTION NO. 05-12-26-1

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF AMARILLO, TEXAS DETERMINING THE DEDICATED PUBLIC RIGHT-OF-WAY IN THE VICINITY OF EAST INTERSTATE HIGHWAY 40 AND LAKESIDE DRIVE (LOOP 335), POTTER COUNTY, TEXAS, WAS NOT ACCEPTED AS PUBLIC RIGHT-OF-WAY; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO ABUTTING LANDOWNERS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, RaceTrac, Inc. petitioned the City of Amarillo to abandon an alley right-of-way located in the vicinity of East Interstate Highway 40 and Lakeside Drive (Loop 335), Potter County, Texas; and

WHEREAS, the City Council, having considered all relevant information pertaining to such request, determined that such dedicated public right-of-way was not accepted by the City of Amarillo; and

WHEREAS, as a result of such determination, the City Council further advised that such public uses were not needed now or in the future; and

WHEREAS, the City Council further determined that this alley right-of-way not being accepted as public right-of-way 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. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2: The herein-described right-of-way dedicated for public purposes but not accepted by the governing body as such is as follows:

Plat Dedication of a public right-of-way, being the east 472.02 feet of the public alley dedicated within C.W.C. Enterprises Unit 1 and Unit 2, both being additions to the City of Amarillo, in Section 74, Block 2, A.B.& M. Survey, Potter County, Texas.

SECTION 3: The right-of-way described above dedicated on the plat for public purposes was not accepted by the City of Amarillo and is not needed.

SECTION 4: After consideration of the dedication on the plat, the City Council hereby dissolves such dedication except the easement to be retained described below:

SAVE AND EXCEPT: A public utility easement is hereby retained over the entire area not to be accepted.

SECTION 5: The City Manager is authorized to execute an instrument of conveyance to abutting landowner(s) as allowed by law.

SECTION 6: Repealer. All ordinances and resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of conflict with this Resolution.

SECTION 7: 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 Resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this Resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 8: Effective Date. This Resolution shall be effective from and after its date of adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 12th day of May 2026 and PASSED on Second and Final Reading on this the 26th day of May 2026.

Cole Stanley, Mayor

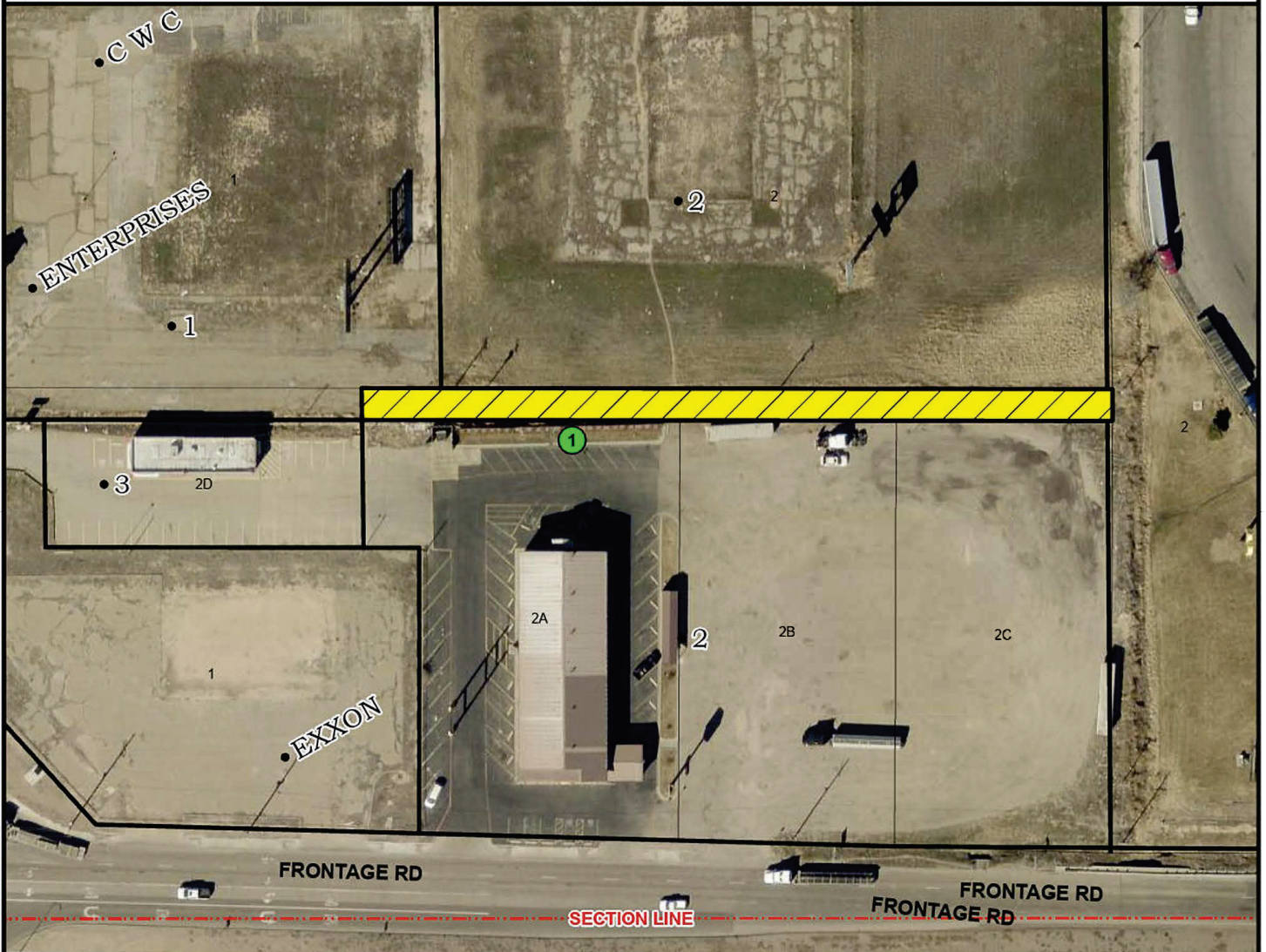
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

**CASE 2025-68-V
Alley VACATION**



- Legend**
- City Limits
 - Block Numbers
 - Subdivision Boundaries
 - Platted Parcel
 - Proposed Vacation

**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 100 feet
Date: 4/29/2026
Case No: 2025-68-V



Case 2025-68-V Vacation of the east 472.02 feet of the public alley dedicated within C.W.C. Enterprises Unit 1 and Unit 2, both being additions to the City of Amarillo, in Section 74, Block 2, A.B.& M. Survey, Potter County, Texas.

VICINITY: 1-40 and Lakeside Dr.
APPLICANT/S: RaceTrac, Inc.

AP: T-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: May 12, 2026

Council Priority: Public Safety

Department: Police Department

Contact Person: Thomas Hover, Police Chief

Agenda Caption: **Consideration of Resolution No. 05-12-26-2.** This item is the first reading to consider a resolution authorizing an application for the 2025 Edward Byrne Memorial Justice Assistance Grant, authorizing an Interlocal Agreement to share grant funds with Potter County, authorizing administrative adjustments to documents as needed, providing a repeater clause and severability clause.

Grantor: 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Program

Amount: \$118,795.00

Agenda Item Summary: The Interlocal Agreement Between The City of Amarillo, Texas and Potter County, Texas references the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Program. The 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) is a federal grant in which the money is split between the City of Amarillo and Potter County based on predetermined 2025 Texas local JAG allocations. The total for the grant will be \$118,795 and will be split between both parties in which each will receive \$59,397.50.

Requested Action: We ask for approval of this resolution

Funding Summary: Not applicable.

Purchasing Summary: Not applicable.

Community Engagement Summary: Not applicable.

Staff Recommendation: Staff recommends approval of this interlocal agreement

RESOLUTION NO. 05-12-26-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING AN APPLICATION FOR THE 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT; AUTHORIZING AN INTERLOCAL AGREEMENT TO SHARE GRANT FUNDS WITH POTTER COUNTY; AUTHORIZING ADMINISTRATIVE ADJUSTMENTS TO DOCUMENTS AS NEEDED; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE, AND EFFECTIVE DATE.

WHEREAS, the United States Department of Justice is seeking applications for the 2025 Edward Byrne Memorial Justice Assistance Grant, and the City of Amarillo is eligible to apply for the sum of \$118,795.00; and,

WHEREAS, if such grant is approved by the Justice Department, then, as in past years, the City would share one-half of the grant proceeds with the Potter County Sheriff's Office.

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

SECTION 1. The City Manager or designee is authorized to apply for the 2025 Edward Byrne Memorial Justice Assistance Grant and execute all necessary documents and assurances reasonably needed to complete the application and award process.

SECTION 2. If the City receives the grant, then the City Council hereby approves the sharing with the Potter County Sheriff's Office of one-half of the grant proceeds pursuant to the terms of the attached Interlocal Agreement, which the City Manager or designee is authorized to execute.

SECTION 3. The City Manager or designee is authorized to make such necessary amendments to the grant application, acceptance, and Interlocal Agreement as may be required in order to: (a) conform such documents to the actual award amount if different from that stated herein and the attached Agreement; and (b) provide any further assurances or adjustments in the administrative aspects of the grant program for this year to satisfy the federal agency requirements.

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

SECTION 5. Severability. Should any word, phrase, or part of this Resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 6. Effective Date. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 12th day of May 2026.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF POTTER

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF AMARILLO, TEXAS AND COUNTY OF POTTER, TEXAS
2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
LOCAL SOLICITATION

This Agreement is made and entered into this _____ day of _____, 2026, by and between POTTER COUNTY, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of AMARILLO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of POTTER County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of the “Texas Interlocal Cooperation Act”, Chapter 791 of the Texas Government Code, as amended, providing for cooperation between local governmental bodies; and

WHEREAS, each party is a local government within the State of Texas; and

WHEREAS, this Agreement has been approved by the governing body of each respective entity, and the signatory below has been duly authorized to execute this Agreement on behalf of each respective entity; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that: each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and that the performance of this Agreement is in the best interests of both parties; and that the undertaking will benefit the public; and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the CITY agrees to provide the COUNTY \$59,397.50 from the funds the CITY was awarded from the FY 2025 Edward Byrne Memorial Justice Assistance Program, Local Solicitation, and the funds will be used for the Potter County Criminal Justice – Justice Assistance Grant (JAG) Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds as stated herein.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$59,397.50 of JAG funds. All amounts to be paid will be from currently available revenues.

Section 2.

COUNTY agrees to use said \$59,397.50 for the Potter County Criminal Justice – Justice Assistance Grant (JAG) Program until September 30th, 2028.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act, and further, nothing herein constitutes any waiver of immunity or defense available to such claims.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Texas Tort Claims Act and further, nothing herein constitutes any waiver of immunity or defense available to such claims.

Section 5.

Each party to this Agreement will be responsible for its own acts and omissions of its employees in providing services under this Agreement, and neither party shall be liable for any civil liability, claims, damages, attorneys fees, or costs that arise out of or relate to the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8.

COUNTY understands and agrees that as sub-recipient of a federal grant, it must comply with each term, condition, assurance, and rule of the program providing the funds in the same manner as if COUNTY were the primary recipient. Moreover, to assure performance of this obligation, COUNTY agrees to provide at its expense copies to CITY of all financial records, invoices, contracts, correspondence, policies, reports, and other documents that establish COUNTY'S compliance with the terms of the grant conditions and assurances.

CITY OF AMARILLO, TEXAS

COUNTY OF POTTER, TEXAS

City Manager

County Judge

ATTEST:

APPROVED AS TO FORM:

City Secretary

Assistant District Attorney**

APPROVED AS TO FORM:

City Attorney*

*The legal review of this document by the City Attorney is in response to a City of Amarillo staff query. It is reviewed and approved by the City Attorney solely for the purpose of determining the City's legal rights, duties, etc., and not that of any third party. This approval is not intended for reliance on by or for the benefit of any other person or entity.

**By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Public Safety

Department: Police Department

Contact Person: Thomas Hover, Police Chief

Agenda Caption: **Consideration of Resolution No. 05-12-26-3.** This item is a first and recommended final reading of a resolution authorizing the application for the administration of a Motor Vehicle Crime Prevention (MVCPA) FY27 Catalytic Converter Theft Prevention Grant, authorizing the Chief Financial Officer to act as the City's authorized official in all matters pertaining to the grant, providing a repeater clause, and providing a savings clause.

Agenda Item Summary: Consider a resolution of the City of Amarillo, Texas authorizing the application for and administration of a motor vehicle crime prevention authority (MVCPA) FY27 Catalytic Converter Theft Prevention Grant. Authorizing the Chief Financial Officer to act as the City's authorized office in all matters pertaining to the grant. This grant program will assist the jurisdiction to combat catalytic converter theft and will help the Amarillo Police Department detection and apprehension capabilities. The targeted amount that will be requested is \$154,000.00, but with there being a yearly reoccurring cost of about \$25,000.00, it will be closer to \$200,000. that APD will be requesting with a multi-year contract for 3 years. Our goal with the grant money will be to purchase Star Chase that will be installed in roughly 30 of our squad cars.

Requested Action: Request council approval of this resolution

Funding Summary: Not applicable.

Purchasing Summary: Not applicable.

Community Engagement Summary: Not applicable.

Staff Recommendation: Staff recommends approval of the item as presented with a waiver (per Section 7 of Resolution 08-12-25-1) from the two-reading requirement for resolutions.

RESOLUTION NO. 05-12-26-3

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS AUTHORIZING THE APPLICATION FOR AND ADMINISTRATION OF A MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) FY27 CATALYTIC CONVERTER THEFT PREVENTION GRANT; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE GRANT; PROVIDING A REPEALER CLAUSE; AND PROVIDING A SAVINGS CLAUSE.

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43, Part 3, Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority (MVCPA) to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist the jurisdiction to combat catalytic converter theft; and

WHEREAS, the City of Amarillo ("City") intends to apply for the Catalytic Converter Theft Prevention Grant through the MVCPA, which will be used to enhance the Amarillo Police Department's detection and apprehension capabilities; and

WHEREAS, the City Council finds it is in the best interest of the citizens of Amarillo that the 2027 Catalytic Converter Theft Prevention Grant be operated for the 2027 Fiscal Year; and

WHEREAS, the City of Amarillo has agreed that in the event of loss or misuse of the grant funds, the City of Amarillo assures that the grant funds will be returned in full to the MVCPA.

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

SECTION 1. The City Council hereby approves the submission of the Catalytic Converter Theft Prevention grant application to the MVCPA.

SECTION 2. The City Council authorizes the Chief Financial Officer, or their designee, as the grant's Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the MCVPA Grant Program and all other necessary documents to accept said grant.

SECTION 3. The City Council designates the Chief of Police as the grant's Program Director.

SECTION 4. The City Council designates the Director of Finance as the grant's Financial Officer.

SECTION 5. In the event of loss or misuse of grant funds, the City Council assures that those funds will be returned to the MVCPA in full.

SECTION 6. All resolutions or parts thereof that conflict with this resolution are hereby repealed, to the extent of such conflict.

SECTION 7. In the event this resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the resolution, and such remaining portions shall continue to be in full force and effect.

SECTION 8. 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 12th day of May 2026; and PASSED on Second and Final Reading on this 26th day of May 2026.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Communication

Department: Transit

Contact Person: Chris Quigley, Director of Transit

Agenda Caption: **Consideration of Resolution No. 05-12-26-4.** This item is the first reading to consider a resolution approving the updated Equal Employment Opportunity (EEO) Plan for the City Plan, designating an EEO Officer, authorizing implementation and submission to the Federal Transit Administration, providing repeater, and providing for severability.

Agenda Item Summary: This item considers approval of Amarillo City Transit's updated Equal Employment Opportunity (EEO) Plan. The update is required every four years in compliance with Federal Transit Administration (FTA) regulations.

Requested Action: Approve the resolution adopting the updated EEO Plan.

Funding Summary: Not applicable.

Purchasing Summary: Not applicable.

Community Engagement Summary: Not applicable.

Staff Recommendation: Staff recommends approval of the resolution adopting the updated EEO Plan.

RESOLUTION NO. 05-12-26-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING THE UPDATED EQUAL EMPLOYMENT OPPORTUNITY (EEO) PLAN FOR THE CITY PLAN; DESIGNATING AN EEO OFFICER; AUTHORIZING IMPLEMENTATION AND SUBMISSION TO THE FEDERAL TRANSIT ADMINISTRATION; PROVIDING REPEALER PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Federal Transit Administration (“FTA”) requires recipients of federal transit funding to develop, implement, and maintain an Equal Employment Opportunity (“EEO”) Program in accordance with applicable federal laws and regulations; and

WHEREAS, the City of Amarillo, Texas (the “City”), as a recipient of FTA funding, is required to submit an updated EEO Plan at least once every four (4) years, or more frequently if required by the FTA; and

WHEREAS, the City has prepared an updated EEO Plan, attached hereto as Exhibit A, to ensure compliance with applicable federal requirements; and

WHEREAS, the purpose of the EEO Plan is to ensure nondiscrimination in all aspects of employment, including recruitment, hiring, promotion, compensation, training, discipline, and other terms and conditions of employment; and

WHEREAS, the City desires to submit the EEO Plan to the FTA for review and approval and to demonstrate its continued commitment to equal employment opportunity.

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

SECTION 1. The Equal Employment Opportunity (EEO) Plan for the City of Amarillo, Texas, attached hereto as Exhibit A, is hereby approved by City Council and authorized for submission to the Federal Transit Administration for review and approval.

SECTION 2. The City Manager, or designee, is hereby authorized to implement the EEO Plan and to take all actions necessary to ensure compliance with applicable federal laws and regulations.

SECTION 3. The City's Grant/Compliance Coordinator is hereby designated as the City's EEO Officer and shall be responsible for administering, monitoring, and updating the EEO Program.

SECTION 4. The EEO Program shall be administered and enforced by the officers, agents, and employees of the City in accordance with the terms set forth therein.

SECTION 5. To the extent that this Resolution or any part hereof conflicts with any prior resolution or policy, such prior resolution or policy is hereby repealed to the extent of such conflict.

SECTION 6. If any provision of this Resolution is held to be invalid, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 12th day of May 2026 and PASSED on Second and Final Reading on this the 26th day of May 2026.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Equal Employment Opportunity Policy Statement

The City of Amarillo is committed to providing equal employment opportunity for all applicants and employees. As an equal opportunity employer, the City ensures that no individual is unlawfully discriminated against based on race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or any other protected class.

This policy applies to all employment practices, including recruitment, hiring, promotion, training, transfer, compensation, benefits, discipline, and termination.

The City strictly prohibits retaliation against any individual who files a complaint of discrimination, participates in an investigation, or otherwise engages in protected activity.

The City is committed to providing reasonable accommodations for qualified individuals with disabilities and for employees' religious practices, unless doing so would create an undue hardship.

The Assistant City Manager has overall responsibility for ensuring compliance with this EEO Policy. Day-to-day administration of the EEO Program, including handling complaints and monitoring employment practices, is assigned to Brianna Mills, Grants/Compliance Coordinator, who serves as Amarillo City Transit's (ACT) EEO Officer. She may be contacted at (806) 378-6892 or brianna.mills@amarillo.gov.

All managers and supervisors are responsible for implementing this policy within their areas of responsibility and will be held accountable for ensuring nondiscriminatory practices.

The City will make this EEO Policy available to all employees and applicants and will take appropriate action to address any violations.

Rich Gagnon
Rich Gagnon, Assistant City Manager

22/04/2026

Date

Signature: *Rich Gagnon*

Email: Rich.Gagnon@amarillo.gov

EEO Policy Statement

Final Audit Report

2026-04-22

Created:	2026-04-20
By:	Brianna Mills (Brianna.Mills@amarillo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk4v0892H3DNFYDIpGWr_mGeSmTlrh6vn

"EEO Policy Statement" History

-  Document created by Brianna Mills (Brianna.Mills@amarillo.gov)
2026-04-20 - 5:29:12 PM GMT
-  Document emailed to Rich Gagnon (Rich.Gagnon@amarillo.gov) for signature
2026-04-20 - 5:29:16 PM GMT
-  Email viewed by Rich Gagnon (Rich.Gagnon@amarillo.gov)
2026-04-20 - 5:29:20 PM GMT
-  Email viewed by Rich Gagnon (Rich.Gagnon@amarillo.gov)
2026-04-21 - 6:32:04 PM GMT
-  Email viewed by Rich Gagnon (Rich.Gagnon@amarillo.gov)
2026-04-22 - 6:40:09 PM GMT
-  Document e-signed by Rich Gagnon (Rich.Gagnon@amarillo.gov)
Signature Date: 2026-04-22 - 7:05:56 PM GMT - Time Source: server
-  Agreement completed.
2026-04-22 - 7:05:56 PM GMT

City of Amarillo Amarillo City Transit Equal Employment Opportunity (EEO) Program

Revised May 2026

Attachments

Attachment A Amarillo City Organizational Chart
Attachment B Amarillo City Transit Organizational Chart
Attachment C EEO Officer Job Description and Job Duties
Attachment D Transit Department Training List
Attachment E City of Amarillo Disciplinary Action Report
Attachment F Employment Practices Data Charts & Graphs
Attachment G Transit Department Job Descriptions
Attachment H City of Amarillo Human Resource Policies and Procedures
Attachment I City of Amarillo Personnel Rules

EEO Program Components

Statement of Policy
Dissemination
Designation of Personnel Responsibility
Assessment of Employment Practices
Monitoring and Reporting

Introduction

This is an abbreviated EEO program. The City of Amarillo has less than 70 transit related employees. The City of Amarillo has a long-standing commitment to a policy of equal employment opportunity for all City employees and applicants for employment.

This Equal Employment Opportunity Plan reaffirms the City of Amarillo's commitment to the principles of equal employment opportunity and its policy of non-discrimination on the basis of race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, amnesty or status as a covered veteran in accordance with applicable state and local laws governing non-discrimination in employment in every location in which the city has facilities.

Equal Employment Opportunity Policy Statement

The City of Amarillo is committed to providing equal employment opportunity for all applicants and employees. As an equal opportunity employer, the City ensures that no individual is unlawfully discriminated against based on race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or any other protected class.

This policy applies to all employment practices, including recruitment, hiring, promotion, training, transfer, compensation, benefits, discipline, and termination.

The City strictly prohibits retaliation against any individual who files a complaint of discrimination, participates in an investigation, or otherwise engages in protected activity.

The City is committed to providing reasonable accommodations for qualified individuals with disabilities and for employees' religious practices, unless doing so would create an undue hardship.

The Assistant City Manager has overall responsibility for ensuring compliance with this EEO Policy. Day-to-day administration of the EEO Program, including handling complaints and monitoring employment practices, is assigned to Brianna Mills, Grants/Compliance Coordinator, who serves as Amarillo City Transit's (ACT) EEO Officer. She may be contacted at (806) 378-6892 or brianna.mills@amarillo.gov.

All managers and supervisors are responsible for implementing this policy within their areas of responsibility and will be held accountable for ensuring nondiscriminatory practices.

The City will make this EEO Policy available to all employees and applicants and will take appropriate action to address any violations.

Rich Gagnon
Rich Gagnon, Assistant City Manager

22/04/2026

Date

Signature: *Rich Gagnon*

Email: Rich.Gagnon@amarillo.gov

Dissemination Plan

The City of Amarillo – Amarillo City Transit Equal Employment Opportunity Plan is available for review by employees and the public in the Human Resources Department. The Equal Employment Opportunity Policy will be disseminated as described below.

Internal Dissemination

- Each Transit Department employee will receive a memo from the City Manager regarding the revised EEO policy and personnel changes relating to the policy. Each employee will sign the plan acknowledging they have received the revised information.
- The revised EEO Program and Policy will be included in the Transit Department Employee Handbook and included in new employee orientation conducted by the Transit Department.
- The Assistant City Manager, Human Resources Generalist, Transit Director, and the EEO Officer will meet semiannually to discuss the EEO program and its implementation.
- Nonsupervisory staff will be informed of the EEO policy and program actions with an EEO poster describing Amarillo City Transit's policy statement, contact person and other federal requirements on bulletin boards in the training room, and near time clocks.
- The EEO policy will be included in Transit Department employee handbooks, reports and manuals.
- Meet with minority and female employees for suggestions in implementing and refining the EEO program.
- Conducting periodic EEO training for employees and for supervisors
- Conducting EEO training for all new supervisors within 90 days of their appointment

External Dissemination

Amarillo City Transit shall disseminate its EEO policy and programs to regular recruiting sources such as:

- Regular recruiting sources (Panhandle Work Source, schools, colleges, community agencies, community leaders, job fairs, etc.).
- To job applicants, on job applications and in recruiting materials. City job applications are reviewed periodically to determine compliance with the latest state and Federal EEO plan regulations.
- Area minority groups and women's organizations NAACP, Amarillo United Citizen's Forum, business and professional clubs, churches, Hispanic Chamber of Commerce, Los Barrios de Amarillo, Amarillo Women's Network, the American Association for University Women, Vocational rehabilitation agencies, etc.
- Public media sources – radio, television stations, newspapers, magazine, website or other electronic media.
- City of Amarillo applications, advertisements and vacancy announcements along with other city publications should contain EEO policy statements.

Designation of Personnel Responsibility

The City of Amarillo recognizes that there is a need to identify and attract members of minority groups and women to apply for positions within the Amarillo City Transit Department. The City of Amarillo has appointed Brianna Mills, Grant/Compliance Coordinator to be the EEO officer whose purpose will be to

ensure implementation of this program and will have direct access to the Assistant City Manager for EEO issues.

The EEO Officer will report semi-annually to the Assistant City Manager along with ACT's Human Resources Generalist, Transit Director and the Assistant City Manager to discuss the programs progress. The team will discuss management, policy-level decisions and establish procedures and a vision for Amarillo City Transit.

The Amarillo City Organization Chart can be found in Attachment A, the Amarillo City Transit Organization Chart is included in Attachment B, and EEO Officer's job description is included in Attachment C.

EEO Officer Responsibilities

The City recognizes that there is a need to identify and attract members of minority groups. Encourage women and minorities to apply for positions within the City's Transit department. The EEO Officer will have direct access to the City Manager. Below you will find a list of the EEO Officer's responsibilities.

- Developing the EEO policy statement and a written EEO Program
- Assisting management in collecting and analyzing employment data, identifying problem areas, setting goals and timetables, and developing programs to achieve goals
- Designing, implementing, and monitoring internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where proactive action is needed
- Reviewing the agency's nondiscrimination plan with all managers and supervisors to ensure that the policy is understood
- Concurring in the hiring and promotion process
- In conjunction with human resources, periodically reviewing employment practices policies (e.g., hiring, promotions, training), complaint policies, reasonable accommodation policies, performance evaluations, grievance procedures, and union agreements
- Reporting at least semiannually to the CEO/GM on each department's progress in relation to the agency's goals and on contractor and vendor compliance
- Serving as liaison between the agency; Federal, state, county, and local governments; regulatory agencies; and community groups representing minorities, women, and persons with disabilities, and others
- Maintaining awareness of current EEO laws and regulations, and ensuring the laws and regulations affecting nondiscrimination are disseminated to responsible officials
- Investigating complaints of EEO discrimination
- Providing EEO training for employees and managers
- In conjunction with human resources, advising employees and applicants of available training programs and professional development opportunities and the entrance requirements
- Auditing postings of the EEO policy statement to ensure compliance information is posted and up to date

Agency EEO Responsibilities

Although the EEO Officer is primarily responsible for implementing an agency's EEO Program, all officials, managers, and supervisors are responsible for ensuring EEO and must not discriminate based on a

protected class. All managers—from the supervisor of the smallest unit to the Board Chair or CEO/GM—bear responsibility for ensuring that agency EEO Program policies and programs are carried out.

EEO responsibilities for agency officials, supervisors and managers include:

- Participating actively in periodic audits of all aspects of employment to identify and remove barriers obstructing the achievement of specified goals and objectives
- Holding regular discussions with other managers, supervisors, employees, and affinity groups to ensure agency policies and procedures are being followed
- In conjunction with the EEO Officer, maintaining and updating the personnel database for generating reports required for the nondiscrimination program
- Cooperating with the EEO Officer in review of information and investigation of complaints
- Encouraging employee participation to support the advancement of the EEO Program (e.g., professional development and career growth opportunities, posting promotional opportunities, shadowing, mentoring)

Assessment of Employment Practices

The City of Amarillo affirms its commitment to the full realization of equal employment opportunity in its recruitment and employment selection procedures. The City of Amarillo's recruitment and merit system employment selection procedures are operated under the augmentation and clarification of Article VI of the City Charter and Section V of Chapter 325, Acts of the Texas Legislature Regular Session, 1947.

All applications for employment are processed via the City of Amarillo's website. Applicants who do not own a computer may go to the Human Resources Department for assistance with the application process or can obtain assistance over the phone. Applicants may also go to any City of Amarillo Library and use a computer to submit an application or they may submit an application at a personal computer or at a kiosk located at City Hall and the City of Amarillo Service Center.

The City of Amarillo shall ensure that all personnel actions including promotions, compensation, benefits, transfers, training, education and tuition assistance, social and recreational programs, layoffs, and return from layoffs, will be administered without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, amnesty or status as a covered veteran in accordance with applicable state and local laws governing non-discrimination in employment in every location in which the city has facilities.

The policy obligates the City of Amarillo to ensure that all recruitment and employment activities are administered without gender considerations. In compliance with this policy, job descriptions, application forms, recruitment methods and sources, interview procedures, and test administration are all reviewed for job relatedness and have been deemed to be content valid for this purpose.

Recruitment and Selection

In addition to the City of Amarillo's website, notices may also be printed in local newspapers and other employment recruiting websites. Members of the Transit Department participate in as many recruitment opportunities as possible. Some of the local recruitment opportunities have included: Veterans Job Fairs, local Job Fair hosted by the Panhandle Work Source, targeted Job Fair for the Transit

Department hosted at the Panhandle Work Source, and at Amarillo College.

The notices for postings may also be sent to local community service groups which include and are not limited to community service agencies, minority and religious groups. The Director of Human Resources develops and prepares job postings that are distributed without charge on request by persons desiring to make application with the City of Amarillo.

Application Procedures

The City of Amarillo will accept applications for employment in the Human Resources Department any time during normal business hours, over the City of Amarillo website and at Job Fairs. Any qualified person shall be considered for appointment to a vacancy who has filed an application with the Director of Human Resources in the manner specified in the City of Amarillo Personnel Rules.

Whenever a vacancy occurs in the classified service for which there is no eligibility list, an official notice is posted for at least seven (7) consecutive days prior to the date of examination inviting the filing of applications. The notice of the vacancy is posted on the City of Amarillo's website and in the office of the Civil Service Commission.

Interview Procedures

A supervisor checks each application to ensure the application contains all necessary information to check the applicant's references and employment history. If information is missing, the supervisor will contact the person and ask them to provide additional information. After the application is complete, the applicant's references and employment history is checked. If the information is satisfactory, a supervisor will call the applicant to set up an interview. If the applicant accepts the interview, the applicant comes to the office and meets with two (or more) individuals who conduct the interview. The applicant is asked a series of job related questions that are developed in coordination with the City of Amarillo Human Resources Department.

Selection Standards and Procedures

As part of the City of Amarillo's Local Civil Service Rules, the selection process is structured. Rule XI - Eligibility Lists for New Hires and Promotions outlines the process for hiring for all classified employees. Rule XI is included in the attached City of Amarillo Personnel Rules

Testing

All examinations shall be of such nature that they will fairly test the relative capacity and fitness of the persons examined to discharge the duties of the particular position to which they seek appointment. Such examinations shall, in addition to questions of general knowledge, provide for a thorough inquiry into the applicant's knowledge of and qualifications for the position for which he or she is applying.

Examination for entrance into the service and for promotion within the service shall consist of one or more of the following parts as considered appropriate for the various classifications of positions:

(a) *Written Test*: This part, when required, shall be designed to show the familiarity of the applicants with the knowledge needed in the position to which they seek appointment.

(b) *Oral Interview*: This part, when required, shall include a personal interview with applicants for positions where ability to deal with others, to meet the public, or personal qualifications are to be determined. An oral examination may also be used in examinations where a written test is unnecessary or impracticable.

(c) *Performance Test*: This part, when required, shall include such tests of performance as will determine the ability and skill of applicants to perform the work involved in the position to which they seek employment.

(d) *Physical and Health Tests*: This part shall consist of the furnishing of information by the applicant regarding his health and physical condition. It shall also consist of an examination of the applicant by the City Physician or a Physician designated by the City Physician or the Board where special expertise is needed, any such examination to be reported on an approved form.

(e) *Adaptability and Aptitude Tests*: This part, when required, shall include tests designed to determine general adaptability or to ascertain special traits and aptitudes.

(f) *Training and Experience*: This part shall consist of questions on education and experience in the application form and of such supplementary data as may be needed for certification and proof of statements made in the application, or it may consist of questions on training and experience asked at the time the written tests are given.

Promotion and Transfers

The City of Amarillo has an established local Civil Service procedure for administration of its personnel program for all employees. The personnel rules are an augmentation and clarification of Article VI of the City Charter and Section V of Chapter 325, Acts of the Texas Legislature, Regular Session, 1947 and Local Government Code Chapter 143 (formerly VACS Art. 1269m) and the City's intention of establishing a merit system of personnel administration. The attached City of Amarillo Personnel Rules spells out in detail the process that must be followed for all promotion opportunities within the City. The specific rules outlining the promotion process are as follows: Rule VII, Rule VIII, Rule IX, Rule X, Rule XI, Rule XII and Rule XIII. All persons and employees applying for employment or promotion receive fair equitable treatment in all aspects of personnel selection without regard to race, color, religion, gender,

Transfers

Any employee may apply for a job in another Department, if they are selected for an interview and are the selected candidate – the two Departments will work together to transfer the successful candidate. You will find additional information relating to this subject in Attachment I (City of Amarillo Personnel Rules - Rule XIX - Promotional Probation, Leaves of Absence, Resignations, and Grievances).

Seniority Practices, Promotions and Open Jobs

The City of Amarillo follows Recruitment and Selection practices outlined in the City of Amarillo Personnel Rules. You will find in Attachment I a document that outlines Amarillo's rules regarding recruitment, selection and open positions. The job descriptions for all Amarillo City Transit positions are found in Attachment F. Each time a position comes open, the Transit and Human Resources

Department's review/update the job descriptions in order to ensure the job description applies strictly to the job. There are no problem areas in the job descriptions and procedures that would contribute to underutilization.

Training

The City of Amarillo provides new employee training to each employee when they begin work for the City. The Transit Department provides additional training to new employees. You will find the Training list in Attachment I. The list outlines training activities each person participates in when they come to work for the City/Department. The subjects range from policies and procedures, safety and security to teaching a person how to safely operate a vehicle.

The Department also obtains training by partnering with Amarillo agencies to teach staff members' valuable skills. When these training opportunities are available, all persons are scheduled time to participate. The Amarillo Police Department hosted a training seminar designed to instruct staff members how to calm angry customers. The Amarillo Emergency Management Department hosts training that provided information relating to inclement weather – what to do and where to seek shelter.

Compensation and Benefits

Wage and Salary Structure:

The City of Amarillo compensation plan is based upon a performance pay system. The system is designed to compensate and reward employee job performance. New and promoted employees receive initial performance evaluations after six (6) months of employment and a second review at the end of twelve (12) months of continuous employment. Subsequent performance evaluations are scheduled every twelve (12) months during the anniversary month of original employment or promotion. The employee's individual overall performance rating will determine the amount of the salary increase. Section 400 - Compensation Plan of the City of Amarillo Human Resource Policies and Procedures provides guidance on the City's compensation plan and performance pay system.

All regular employees of the City of Amarillo are eligible to accrue vacation time, sick leave time and injury leave. Full-time employees also participate in the Texas Municipal Retirement System.

In Attachment H, you will find the City of Amarillo Human Resource Policies and Procedures. This document contains information relating to the Merit System, Classification Plan, Leaves of Absence, Family Medical Leave Act, etc.

Disciplinary Procedures and Termination Practices

Disciplinary Actions

Amarillo Transit Department employees are employees of the City of Amarillo and are subject to disciplinary action, termination and suspension policies of all City of Amarillo employees. Attachment E

is the City of Amarillo Disciplinary Action Report. Also, the following attachments are available upon request:

Attachment G - Transit Department Job Descriptions,
Attachment H - City of Amarillo Human Resources Policies and Procedures,
Attachment I - City of Amarillo Personnel Rules

Layoff

Whenever it becomes necessary within any major operational division, with the exception of the Fire and Police departments, as set forth in the organizational chart within the annual budget and as amended, to reduce the work force by specific classification within that division, lay-offs shall be based on records of efficiency, job-related knowledge and experience, job performance, character, conduct, seniority and other appropriate consideration within the classification. Preferential consideration shall be given to employees affected by lay-offs in the filling of vacancies.

Termination

Amarillo Transit Department employees are employees of the City of Amarillo and are subject to disciplinary action, termination and suspension policies of all City of Amarillo employees. Attached to this plan is a copy of Rule XV - Disciplinary Suspensions, Terminations, and Demotions of the City of Amarillo's Personnel Rules regarding these policies. Terminations and demotions may be imposed for cause by a Division Director upon subordinate classified employees. The Civil Service Commission, at its option, may or may not investigate or hear an appeal from any temporary disciplinary suspension. A termination or demotion may be appealed to the Civil Service Commission by presenting a written notice of appeal within ten (10) calendar days after such written notice of demotion or indefinite suspension has been given to the employee.

Statistical Analysis of Employment Practice Data

Key Metrics

- Current active employees reviewed: 56
- Hires reviewed: 75
- Separations reviewed: 106
- Discipline records reviewed: 161
- Promotions / Transfers / Demotions reviewed: 38

Workforce Composition

Gender: Male 54.7%, Female 45.3%.

Race/Ethnicity: White 56.6%, Hispanic 26.4%, Black 11.3%, Asian 1.9%, Multiracial 3.8%.

Cross Reference by Job Type

Current workforce and hiring activity are concentrated in Operative positions. Laborer hiring volume suggests possible turnover or expansion. Executive movement is limited due to small staffing levels.

Cross Reference by Gender

Current Workforce:

- Male: 54.7%
- Female: 45.3%

Hiring Activity:

- Male hires: 62.2%
- Female hires: 37.8%

Separations:

- Male separations: 64.7%
- Female separations: 35.3%

Findings:

Men represent a majority of the workforce and a larger share of hires. Female representation trails city population benchmarks, indicating opportunity to strengthen recruitment and retention of women, particularly in operations and skilled classifications.

Compliance Findings

No immediate evidence of systemic exclusion was identified from the data provided. Continued annual monitoring is recommended for applicant flow, promotions, discipline consistency, and separations by demographic group.

The Employment Practices Data charts and graphs (from the last update (2022) until current) are found in Attachment F.

Corrective Action Update: Disability and Veteran Status Analysis

Background

During the 2024 Triennial Review, Amarillo City Transit (ACT) received one Equal Employment Opportunity (EEO) finding:

- Deficiency Code: EEO4-2 – Employment Practices Analyses Deficiencies
- Justification: The EEO Program did not include statistical analysis related to individuals with disabilities and veterans.

Corrective Action Requirement (Due: March 11, 2025)

To address this deficiency, ACT was required to:

- Develop and submit a detailed narrative and/or statistical assessment of employment practices to identify potential barriers contributing to underutilization; and
- Provide an employment practices data chart in accordance with Attachment 4 of Federal Transit Administration Circular 4704.1A, including data on individuals with disabilities and veterans for a six-month reporting period.

Corrective Action Completed (Submitted: February 19, 2025)

ACT completed and submitted all required corrective actions ahead of the federal deadline. Actions taken included:

- Partnering with Human Resources to evaluate employment practices;
- Collecting and reviewing workforce data for the required six-month period; and
- Preparing and submitting the required narrative and statistical documentation.

The analysis determined that no employees self-identified as individuals with disabilities or as veterans during the review period. As a result, a full statistical analysis specific to these groups could not be performed at that time.

Ongoing Monitoring and Data Collection

Since the closure of the corrective action, ACT has continued to implement its commitment to ongoing compliance by:

- Maintaining semi-annual data collection for disability and veteran status;
- Continuing coordination with Human Resources to monitor employment practices; and
- Evaluating available data for any emerging trends or disparities.

The following reflects data collected **since the initial corrective action was completed**.

Updated Analysis (Post-Corrective Action)

Data Source and Limitations

This analysis is based on voluntary employee self-identification of disability and veteran status.

- Participation is voluntary, and employees may choose not to disclose this information;
- Data reflects only those who elected to respond; and
- High non-response rates limit the ability to perform statistically valid analysis.

Disability Status

Findings

- Total employees reviewed: Approximately 60
- Employees self-identifying as individuals with disabilities: 0
- Non-response/undisclosed: 100%

Conclusion

No statistical analysis can be performed due to the absence of self-identified individuals with disabilities.

Veteran Status

Summary of Responses

- Majority of employees identified as: “Not a Veteran”
- One employee identified as: “Veteran (non-protected)”
- Remaining employees did not respond or left the field blank

Cross-Reference Analysis

A. Gender

- Both male and female employees predominantly identified as not veterans
- The only identified veteran is a female employee

Finding:

No observable disparities by gender; however, the sample size is insufficient for statistical testing.

B. Race/Ethnicity

- “Not a Veteran” responses were distributed across White, Hispanic, and Black employees
- The identified veteran is a White female employee

Finding:

No discernible disparities by race or ethnicity; however, the dataset is too limited for meaningful statistical analysis.

Compliance Context

Consistent with guidance from the Equal Employment Opportunity Commission:

- Disability and veteran status may only be collected through voluntary self-identification;
- Employees are not required to disclose this information.

Accordingly:

- Limited or incomplete datasets are expected; and
- The absence of reported data does not indicate non-compliance.

Key Findings

- Disability data remains insufficient for statistical evaluation
- Veteran data reflects very limited participation
- No statistically valid disparities have been identified
- Results remain inconclusive due to limited self-identification data

Statement of Ongoing Compliance

ACT has **fully addressed the original deficiency** identified in the 2024 Triennial Review and has implemented ongoing monitoring practices to ensure continued compliance.

While data limitations persist due to voluntary self-identification, ACT remains committed to:

- Equal employment opportunity in all employment practices;
- Non-discrimination across all protected categories; and
- Continuous monitoring and evaluation of workforce data to identify and address any potential barriers.

Monitoring and Reporting System

Amarillo City Transit conducts the following monitoring activities:

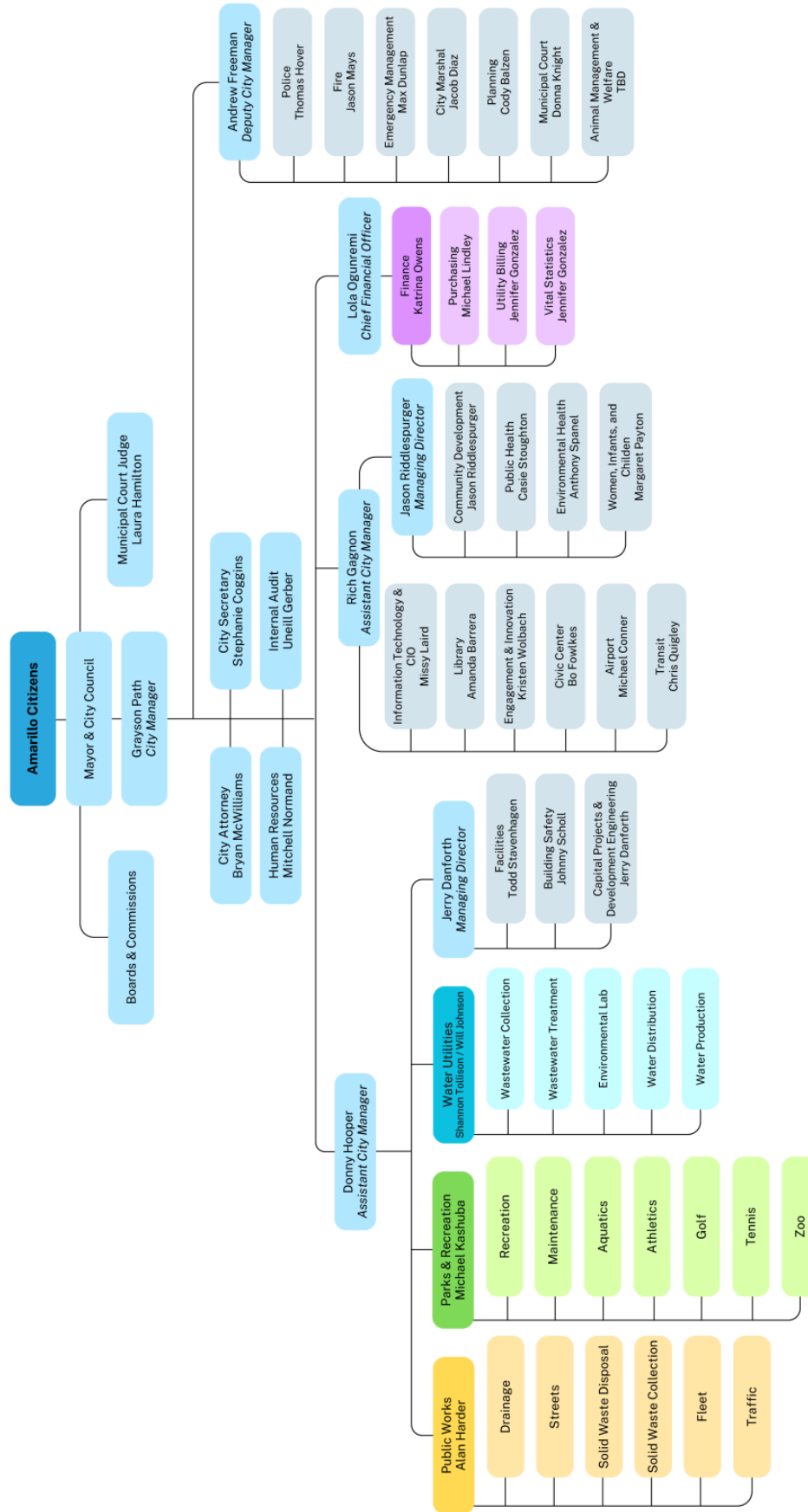
Monitoring

- Methods to monitor the EEO components identified in this chapter (e.g., dissemination, utilization analysis, statistical employment practices, timeframe to reach goals, all identified barriers and the progress of the action plan)
- Procedures used to determine EEO compliance of subrecipients and contractors such as collection and review of their EEO Programs, visits to facilities to ensure proper posting of the EEO Policy Statement, etc.
- Process for monitoring complaints (e.g., describe the tracking system, monitoring of trends, timeliness of investigations, resolutions, reporting to management)

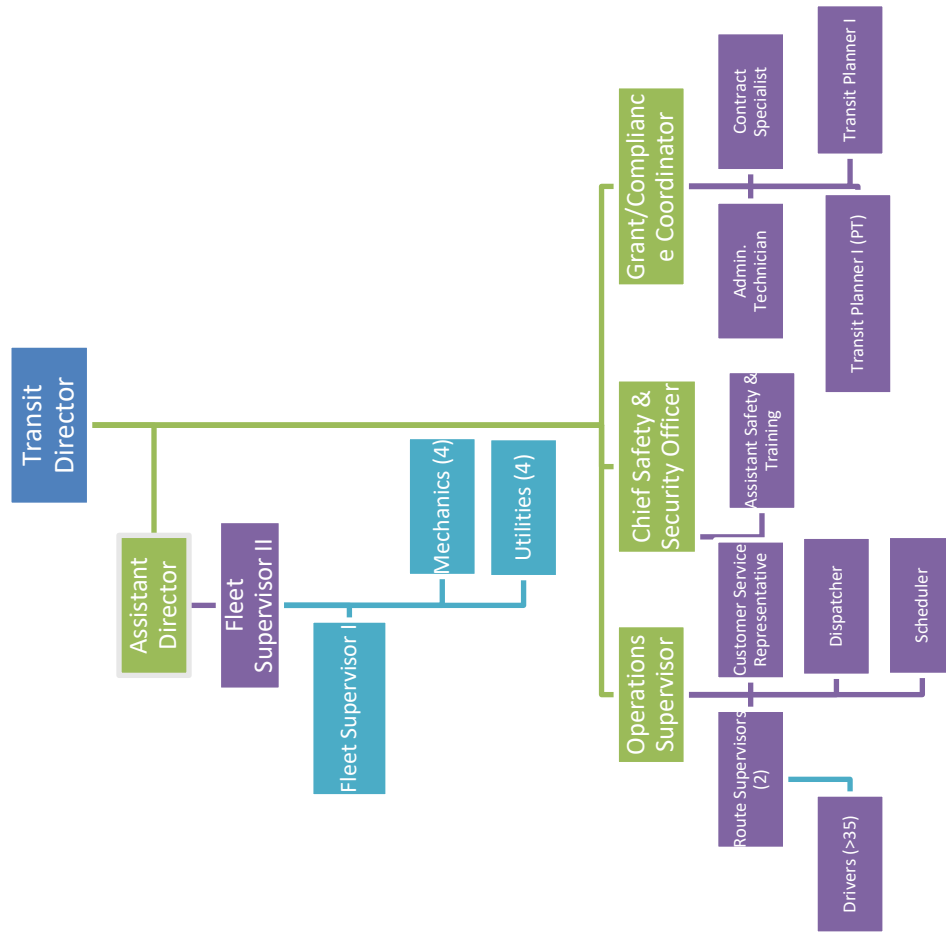
Reporting

- Meetings held between the Assistant City Manager and the EEO Officer to discuss the progress of the EEO Program and the results of the monitoring (including but not limited to, hiring, promotions, status of EEO complaints)
- All EEO-related meetings held between the EEO Officer and management, including topics covered and follow-up actions
- The EEO Officer's meetings with human resources and hiring officials to review current EEO goals and statistics on employment practices and policies (e.g., verifying that job descriptions contain legitimate position requirements and that all testing has been validated)

Attachment A Amarillo City – Organizational Chart



Attachment B
Amarillo City Transit – Organizational Chart



Attachment C

EEO Officer Job Description

The EEO Officer develops and recommends EEO policy, a written EEO program and internal and external communication procedures. Assists management in collecting and analyzing employment data, identifying problem areas, setting goals and timetables and developing programs to achieve goals. Designs, implements and monitors internal audit and reporting systems to measure EEO program effectiveness, determine where progress has been made and where further action is needed; reports periodically to the City Manager on progress of Amarillo City Transit's goals. Serves as liaison between the agency, Federal, State and local governments, regulatory agencies, minority, persons with disabilities and women's organizations and other community groups. Assures that current legal information affecting affirmative action is disseminated to responsible officials; assists in recruiting minority, person with disabilities and women applicants and establishes outreach sources for use by hiring officials; concurs in all hires and promotions; processes employment discrimination complaints.

These responsibilities shall include, but not be limited to:

- Developing the EEO policy statement and a written EEO Program
- Assisting management in collecting and analyzing employment data, identifying problem areas, setting goals and timetables, and developing programs to achieve goals
- Designing, implementing, and monitoring internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where proactive action is needed
- Reviewing the agency's nondiscrimination plan with all managers and supervisors to ensure that the policy is understood
- Concurring in the hiring and promotion process
- In conjunction with human resources, periodically reviewing employment practices policies (e.g., hiring, promotions, training), complaint policies, reasonable accommodation policies, performance evaluations, grievance procedures, and union agreements
- Reporting at least semiannually to the CEO/GM on each department's progress in relation to the agency's goals and on contractor and vendor compliance
- Serving as liaison between the agency; Federal, state, county, and local governments; regulatory agencies; and community groups representing minorities, women, and persons with disabilities, and others
- Maintaining awareness of current EEO laws and regulations, and ensuring the laws and regulations affecting nondiscrimination are disseminated to responsible officials
- Investigating complaints of EEO discrimination
- Providing EEO training for employees and managers
- In conjunction with human resources, advising employees and applicants of available training programs and professional development opportunities and the entrance requirements
- Auditing postings of the EEO policy statement to ensure compliance information is posted and up to date

Attachment D

Transit Department Training List

TAPTCO Driver Training Videos

Federal Regulations

- Introduction to Professional Driving
- Federal Regulations

Safety & Defensive Driving

- Safety Best Practices
- ILLC Defensive Driving
- Hazard Identification & Mitigation

About the Bus

- Introduction To The Bus
- Pre & Post Trip Inspections
- Mirror Adjustments & Reference Points

Driving Situations

- Prevent Rear End Collisions
- Preventing Intersection Accidents
- Railroad Crossings
- Pedestrian & Bicycle Awareness
- Preventing Backing Accidents
- Merging, Lane Changing & Passing
- Adverse Driving Conditions
- Operating Electric Powered Buses

About the Driver

- Prevent Driver Fatigue
- Preventing Driver Distractions
- Hazards Communication
- Injury Prevention – Slips, Trips & Falls
- Using Maps & GPS
- Employee Safety Reporting System
- Health & Wellness

About the Passengers

- Professionalism and Customer Service
- Conflict and Aggression Management

Americans with Disabilities

- ADA Compliance & Sensitivity
- Mobility Devices

Additional Programs

- Whistleblower
- Preventing Harassment
- Drug & Alcohol Awareness
- Bloodborne Pathogens

Emergency & Accident Procedures

- Emergency Evacuations
- What To Do In The Event of An Accident

Topics added to TAPTCO Driver Training Videos

- Square Your Turns
- Pedestrian Awareness
- Traffic Circle
- Distracted Driving Awareness
- The Hazards of Driving Distracted
- Monkey Business
- Q-Straints
- Human Trafficking
- NTI The Mark
- NTI Warning Signs
- Assault Awareness
- Active Shooter

Operator Study Guide – ELDT Supplement

- Introductions
- Regulations
- Cargo & Baggage Handling
- Hazardous Material Rules
- Fueling & Idling
- How & When to Shift Gears
- Skid & Jackknife Correction
- Security & Theft Prevention
- Miscellaneous Subjects

Attachment E
City of Amarillo Disciplinary Action Report
CITY OF AMARILLO

EMPLOYEE DISCIPLINARY ACTION REPORT

Employee Name :		Title:	
Department:		Shift:	
Date/Time of Violation:		Location:	
Date of Action Taken:		Date(s) of Disciplinary Action:	
TYPE OF VIOLATION: (please check all that apply)			
Substandard Performance:	Uncooperative:	Tardiness:	
Conduct:	Carelessness:	Unauthorized Absence:	
Disobedience:	Safety Violation:	Other:	
Violation Personnel or Department Rules & Policies:			
DESCRIPTION OF VIOLATION: (insert as many lines as needed)			
ACTION TAKEN: (insert as many lines as needed)			
PREVIOUS COUNSELING OF EMPLOYEE: (circle one)			
	YES	NO	INITIAL VIOLATION
	1 st Incident Give Specific Details (insert as many lines as needed)	2 nd Incident Give Specific Details (insert as many lines as needed)	3 rd Incident Give Specific Details (insert as many lines as needed)
Date			
Type of Violation			
Oral			
Written			
Who Counseled			
EMPLOYEE SIGNATURE / DATE		PERSON RECOMMENDING ACTION / DATE	
By my signature I acknowledge only the receipt and understanding of the disciplinary action addressed above and my rights. I understand my signature is not an admission of guilt. I have been informed of my rights under the grievance procedures under Section 900 of the Policies & Procedures manual or appeals to the Civil Service commission under Section 88 of the Personnel Rules manual, whichever applies.		I Acknowledge said employee has been counseled orally and/or in writing concerning this behavior and said counseling occurred prior to the implementation of the disciplinary action recommended above	
DEPARTMENT HEAD APPROVAL / DATE		DIVISION DIRECTOR APPROVAL / DATE	

The following attachments will be provided upon request:

Attachment G Transit Department Job Descriptions

Attachment H City of Amarillo Human Resource Policies and Procedures

Attachment I City of Amarillo Personnel Rules



Agenda Transmittal Memo

Date: May 12, 2026

Council Priority: Business Friendly Community
Fiscal Responsibility
Infrastructure

Department: Planning and Development Services

Contact Person: Drew Brassfield, Assistant Director of Planning

Agenda Caption: Consider Approval - First Amended and Restated Agreement to existing South Gateway Tax Increment Reinvestment Zone #3 developer agreement with Attebury Elevators, LLC and Rockrose Development, LLC. This agreement is related to infrastructure investment within the Zone. The amendment would also add Happy Again, LP, to the developers responsible for meeting the terms of the agreement.

Agenda Item Summary: This item considers approval of the First Amended and Restated Developer Agreement for TIRZ #3 related to public infrastructure improvements associated with the South Gateway area development. The amended and restated agreement updates the original developer agreement approved in April 2024 and adds Happy Again, L.P. as a Developer party, while providing that the developer entities are jointly and severally liable for all obligations under the agreement.

The agreement continues to provide for pro rata annual reimbursement of ad valorem tax increment generated within TIRZ #3, with ten percent retainage, for a term not to exceed December 31, 2042, and with a reimbursement cap of \$4,670,000. The amendment also clarifies that projects in Exhibit B may be completed in multiple phases and by infrastructure type, establishes documentation and City acceptance requirements for future phases, and states that additional eligible projects do not increase the Zone's maximum reimbursement obligation.

Exhibit B in the amended agreement expands the list of eligible public improvements from the original agreement's estimated \$4,665,899 to an updated total estimated cost of \$5,712,898 by adding the Northeast Public Easement Shared Drive and Northeast Utilities projects. The amended exhibit also expressly notes that reimbursement remains limited to \$4,670,000 regardless of actual costs incurred.

The TIRZ #3 Board considered this item at its April 23, 2026, meeting and approved the First Amended and Restated Developer Agreement unanimously.

Requested Action: Consideration of the amended and restated agreement.

Funding Summary: Funding for reimbursements under this agreement would be paid from TIRZ #3 revenues and remains subject to then-currently available funds in the Tax Increment Fund, pre-existing commitments, and all other terms of the agreement. The Zone's reimbursement obligation remains capped at \$4,670,000.

Purchasing Summary: Not applicable.

Community Engagement Summary: This item was discussed and considered during the April 23, 2026, TIRZ #3 Board meeting. No public comments were received. The Board approved the First Amended and Restated Developer Agreement unanimously.

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

__ [Date] __ [Initials]

FIRST AMENDED AND RESTATED DEVELOPER AGREEMENT DEVELOPER
AGREEMENT

**TAX INCREMENT REINVESTMENT ZONE NO. 3,
CITY OF AMARILLO, TEXAS**

This **FIRST AMENDED AND RESTATED** DEVELOPER AGREEMENT ("Agreement") is entered into by and between the **TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, 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 Attebury Elevators, LLC, Happy Again, L.P. and Rockrose Development, LLC (collectively, "Developer"). The entities comprising Developer shall be jointly and severally liable for all obligations under this Agreement. The Zone may make reimbursement payments to one or more Developer entities as designated in writing by Developer; provided, however, that such designation shall not limit the joint and several liability of all Developer entities.

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 13, 2022, the City Council approved Ordinance No. 8033 establishing Tax Increment Reinvestment Zone Number Three, 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 September 26, 2023, pursuant to Ordinance No. 8081, the CITY approved Tax Increment Financing Reinvestment Zone Number Three, City of Amarillo, Texas, Project and Financing Plan (the "Plan") and certain amendments to Ordinance No. 8033;

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

WHEREAS, pursuant to Section 311.010 of the Act and the provisions of City Ordinance No. 8033, as amended, City has delegated to the Zone the powers necessary for the implementation of the Plan, which powers include the power to enter into agreements for the construction of both private and public improvements that accomplish or improve development patterns that enhance and increase the tax base.

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 projects involving the installation of public infrastructure as further described herein are within the Project and Finance Plan approved by the City and the Zone;

__ [Date] __ [Initials]

WHEREAS, the Zone and Developer entered into that certain Developer Agreement dated [____], approved by City Council on April 23, 2024 (the "Original Agreement"), and desire to amend and restate the Original Agreement in its entirety;

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

Section 1. Site

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

Section 2. Project & Financing

The project involves development of infrastructure improvements, including installation of Tavern Drive, Southgate Drive, Street A, and Street B and the associated water and sewer infrastructure for those streets, as well as installation of a water main associated with Loop 335 within the boundaries of the South Gateway Tax Reinvestment Zone #3 (the "Public Improvements"), which are more particularly described on Exhibits A and B.

Developer understands and agrees that the cost of the Public 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. Developer is responsible for all Public Improvement costs exceeding \$4,670,000.00, and the inclusion of additional eligible projects does not increase the Zone's maximum reimbursement obligation.

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: *pro rata* annual reimbursement to Developer of one-hundred percent (100%) of the annual ad valorem tax increment, with ten percent (10%) retainage, from participating taxing entities that is generated by the Property's ad valorem tax revenue for a term not to exceed December 31, 2042 and for an amount not to exceed four million, six-hundred-seventy-thousand dollars (\$4,670,000). The term "tax increment" means the difference in tax revenue on the Property between the year in which City approved this Agreement and January 1 of each subsequent tax year during the term of this Agreement. The *pro rata* annual reimbursement will be determined each year based on the completion of all TIRZ 3 developer agreement infrastructure projects approved by City Council on 4/23/2024. Projects included in Exhibit B may be completed and eligible for reimbursement in multiple phases and by infrastructure type needed at the time (i.e. road, water, wastewater, or drainage) based on the Developer's preference.

Based on the value of each project completed, the percentage reimbursed will be allocated based on the costs (i.e. two \$2MM dollars projects completed in one year, any available revenues for reimbursement would be split 50/50). Any completed and accepted Public Improvements not fully reimbursed in a given year due to lack of funding shall be cumulatively carried forward and included in future pro rata calculations based on total accepted investment at the time. Any projects not fully paid in one year due to lack of funding will be cumulatively added in future tax years to create the pro rata split based on total investment completed at the time. As a condition precedent to reimbursement for any phase of Public Improvements, Developer shall (i) obtain written approval of such phase by the City Engineer, (ii) submit documentation reasonably required by the Zone, including pay applications, engineer's certifications, lien waivers, and proof of payment, and (iii) obtain written acceptance of such phase by the City. Projects from Exhibit B

__ [Date] __ [Initials]

previously completed or currently under construction are not required to follow these conditions, as they were already approved by City staff under the original developer agreement. Upon such acceptance, the completed phase shall be eligible for placement in the reimbursement Seequeue. See Exhibit C for an example scenario through the life of the Zone.

Unless explicitly provided differently in an exhibit attached hereto, all grants, loans, reimbursements and any other financial payment to Developer under this Agreement shall be made in annual installments in June of each year, commencing with the 2024 tax year, provided all information demonstrating current taxes have been paid on the Property and that any other prerequisites stated in this Agreement have been satisfied.

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

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

Section 4. Reimbursement Limited to TIF Fund

Developer understands and agrees that any and all payments, obligations, grants, loans, reimbursements and any other form of financial obligation imposed on the Zone by this Agreement ("Reimbursement") shall be made solely from then-currently available revenues in the TIF Fund and subject to pre-existing commitments and all other terms of this Agreement and applicable laws. In the event that there is not sufficient revenue in the TIF Fund to timely pay Developer any part of the Reimbursement, the Zone will pay Developer such portion of the Reimbursement that may be available at the time. The balance of any due but unpaid Reimbursement shall be carried forward without interest and paid by the Zone in the first year in which there is sufficient revenue in the TIF to pay such balance. Developer agrees that it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or City for all or any portion of the Reimbursement. Upon termination of the Zone on December 31, 2042, as provided by Ordinance No. 8033 or such other date as may be specified in a subsequent ordinance adopted in accordance with Section 311.017 of the Act, any portion of the Reimbursement that has not been paid due to the unavailability of revenue in the TIF Fund or due to Developer's failure to meet any precondition under this Agreement for receipt of the Reimbursement shall no longer be considered Project Costs of the Zone, and any obligation of the Zone to pay Developer any remaining balance of the Reimbursement shall automatically expire.

Section 5. Term

The term of this Agreement shall begin upon the effective date and end upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; (b) December 31, 2042; or (c) the expiration of the term of the Zone.

Section 6. Exhibits

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

Section 7. Force Majeure

It is expressly understood and agreed by the parties that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, pandemic, governmental restrictions, regulations, or interferences, delays caused by the

__ [Date] __ [Initials]

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

Section 8. Indemnity

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

Section 9. M/WBE Goals

In satisfaction of the Zone's obligations under Section 311.0101 of the Act, Developer shall make a good faith effort to comply with City's policy regarding participation of business enterprises eligible as small, minority, or women-owned business enterprises in subcontracting any of the construction performed on the Project. Upon Developer's request, City shall provide Developer with access to the list of companies that qualify as such a business enterprise. Developer shall: (i) maintain records showing its contracts, supply agreements, and service agreements with such Business Enterprises, as well as its efforts to identify and award contracts to such Business Enterprises; and, (ii) provide a report to the Zone annually during construction, in a manner reasonably prescribed by the Board, documenting its efforts to comply with this paragraph.

Section 10. Events of Default & Remedies

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

If a default shall occur and continue, after thirty (30) day's notice to cure default, the non-defaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in

__ [Date] __ [Initials]

equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. The Zone shall not, however, pursue remedies for as long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within the 30 days following notice.

Section 11. Venue and Governing Law

This Agreement is performable in Potter County, Texas and venue of any action arising out of this Agreement shall be exclusively in Potter County. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Amarillo, applicable federal and state laws, the violation of which shall constitute a default of this Agreement. To the extent permitted by law, the law of the state of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Amarillo, Potter County, Texas.

Section 12. Notices

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

If intended for Zone, to:

Tax Increment Reinvestment Zone No. 3
c/o City of Amarillo Office of Eco. Dev.
601 S. Buchanan, Suite 202
Amarillo TX 79101
Fax: 806/378-9388

If intended for Developer, to:

Rockrose Development, LLC
Matt Griffith, Vice President
7830 Hillside Rd., Suite 300
Amarillo, TX 79119

Copy to:

Office of the City Attorney
601 S. Buchanan, Suite 207
Amarillo, Texas 79101
Fax: 806/378-3018

Copy to:

Same as Developer

Section 12 13. 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 14. Counterparts & Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This agreement may be executed in multiple originals. This agreement may be executed by facsimile signatures which shall be deemed originals and equally admissible as originals.

Section 15. Captions

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

Section 16. Successors and Assigns

__ [Date] __ [Initials]

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

Section 17. Limited Rights and Non-waiver

This agreement is intended only to establish the rights and obligations 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 18. Entire Agreement

This Agreement constitutes the First Amended and Restated Developer Agreement and embodies the complete agreement of the parties hereto with respect to the subject matter herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement, except as otherwise provided herein. For the avoidance of doubt, this Agreement amends and restates the Original Agreement identified in the recitals hereto in its entirety, and shall not be construed to extinguish any rights or obligations that vested under the Original Agreement prior to the effective date hereof. This Agreement cannot be modified without written agreement of the parties to be attached to and made a part of this 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.~~

Section 19. City Approval

The Developer acknowledges and affirms by his signature below that he understands that approval of the Agreement is contingent upon approval by both the Zone and the City Council pursuant to City ordinance and state law.

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

TAX INCREMENT REINVESTMENT ZONE
NUMBER THREE, CITY OF AMARILLO,
TEXAS

ROCKROSE DEVELOPMENT, LLC ~~and~~
ATTEBURY ELEVATORS, LLC

By: _____

Chairman of Board

Date

By: _____

Matt Griffith
Vice President

Date

__ [Date] __ [Initials]

ATTEBURY ELEVATORS, LLC

By:

Matt Griffith _____ Date
Vice President

HAPPY AGAIN, LP

By:

Matt Griffith _____ Date
Vice President

CITY OF AMARILLO, TEXAS

APPROVED AS TO FORM FOR CITY &
ZONE

By:

Andrew Freeman _____ Date
Deputy City Manager

By:

Bryan McWilliams _____ Date
City Attorney

Attachments that are part of this Agreement:

Exhibit A Map of TIRZ #3 Boundary and Project Site Location

Exhibit B Property Improvements

Exhibit A
Map of TIRZ #3 Boundary and Project Site Locations

DRAFT

EXHIBIT B
PROPERTY IMPROVEMENTS

SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED

Developer promises to develop the sites, resulting in [up to](#) the following improvements [being made](#) to the Property illustrated in Exhibit A:

Public Infrastructure Projects North of Loop in Zone Boundary

Tavern Drive	Sanitary Sewer, Water, Paving	\$820,000.00
Southgate Drive	Sanitary Sewer, Water, Storm Sewer, Paving	\$2,522,410.00
Street A	Sanitary Sewer, Water, Storm Water, Paving	\$634,869.00
Street B	Sanitary Sewer, Water, Storm Sewer, Paving	\$476,445.00
Loop 335 Utilities	Water	\$212,175.00
Northeast Public Easement Shared Drive	Paving	\$503,890.00
Northeast Utilities	Water, Storm Sewer, Sanitary Sewer	\$543,109.00
Total Estimate		\$5,712,898.00

Source: Cost Opinion [based on 2023/2024 Costs](#), Rockrose Development, LLC February [9](#), 2024 and March 2026

[NOTE: The total estimated cost of all projects exceeds the maximum reimbursement under this Agreement. Reimbursement is limited to \\$4,670,000.00 regardless of actual costs incurred.](#)

SECTION 2. FINANCIAL ANALYSIS

The Project is consistent with the goals of the Zone and public purpose to diversify the economy, eliminate un-and under-employment in the Zone, develop or expand business, and commercial activity in the TIRZ. Making grants and loans from the TIF of the Zone will serve those ends.

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

__ [Date] __ [Initials]

SECTION 3. DEVELOPER'S OBLIGATIONS

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

- Invest in Public Improvements described in Exhibit B in accordance with the terms of this Agreement. Reimbursement shall be limited to actual costs incurred for completed and accepted Public Improvements, not to exceed \$4,670,000.00 over the term of this Agreement. ~~Secure not less than \$4,670,000.00 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 and all applicable federal, state, and local laws of the City of Amarillo.
- Anticipate the first reimbursement no earlier than June 1, 2025, based on 2024 property tax statements. There will be no reimbursement until infrastructure has been properly installed and accepted by the City, all taxes on the Property are paid to current, and all other conditions of this exhibit and the Agreement are satisfied.

___ [Date] ___ [Initials]

**DEVELOPER AGREEMENT
TAX INCREMENT REINVESTMENT ZONE NO. 3,
CITY OF AMARILLO, TEXAS**

This DEVELOPER AGREEMENT ("Agreement") is entered into by and between the **TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, 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 Attebury Elevators, LLC and Rockrose Development, 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 13, 2022, the City Council approved Ordinance No. 8033 establishing Tax Increment Reinvestment Zone Number Three, 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 September 26, 2023, pursuant to Ordinance No. 8081, the CITY approved Tax Increment Financing Reinvestment Zone Number Three, City of Amarillo, Texas, Project and Financing Plan (the "Plan") and certain amendments to Ordinance No. 8033;

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

WHEREAS, pursuant to Section 311.010 of the Act and the provisions of City Ordinance No. 8033, as amended, City has delegated to the Zone the powers necessary for the implementation of the Plan, which powers include the power to enter into agreements for the construction of both private and public improvements that accomplish or improve development patterns that enhance and increase the tax base.

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 projects involving the installation of public infrastructure as further described herein are within the Project and Finance Plan approved by the City and the Zone;

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

Section 1. Site

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

Section 2. Project & Financing

The project involves development of infrastructure improvements, including installation of Tavern Drive, Southgate Drive, Street A, and Street B and the associated water and sewer infrastructure for those streets, as well as installation of a water main associated with Loop 335 within the boundaries of the South Gateway Tax Reinvestment Zone #3 (the "Public Improvements"), which are more particularly described on Exhibits A and B.

Developer understands and agrees that the cost of the Public Improvements associated with the Project shall be funded by and through Developer's own capital or other financing means arranged and obtained by Developer. Further, the TIF payments made to Developer pursuant to this Agreement are not intended to reimburse Developer for all of its costs incurred in connection with performing its obligations under this Agreement.

Section 3. TIF Participation: partial reimbursement of tax increment

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, Zone agrees to provide: *pro rata* annual reimbursement to Developer of one-hundred percent (100%) of the annual ad valorem tax increment, with ten percent (10%)

___ [Date] ___ [Initials]

retainage, from participating taxing entities that is generated by the Property's ad valorem tax revenue for a term not to exceed December 31, 2042 and for an amount not to exceed four million, six-hundred-seventy-thousand dollars (\$4,670,000). The term "tax increment" means the difference in tax revenue on the Property between the year in which City approved this Agreement and January 1 of each subsequent tax year during the term of this Agreement. The *pro rata* annual reimbursement will be determined each year based on the completion of all TIRZ 3 developer agreement infrastructure projects approved by City Council on 4/23/2024. Based on the value of each project completed, the percentage reimbursed will be allocated based on the costs (i.e. two \$2MM dollars projects completed in one year, any available revenues for reimbursement would be split 50/50). Any projects not fully paid in one year due to lack of funding will be cumulatively added in future tax years to create the *pro rata* split based on total investment completed at the time. See Exhibit C for an example scenario through the life of the Zone.

Unless explicitly provided differently in an exhibit attached hereto, all grants, loans, reimbursements and any other financial payment to Developer under this Agreement shall be made in annual installments in June of each year, commencing with the 2024 tax year, provided all information demonstrating current taxes have been paid on the Property and that any other prerequisites stated in this Agreement have been satisfied.

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

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

Section 4. Reimbursement Limited to TIF Fund

Developer understands and agrees that any and all payments, obligations, grants, loans, reimbursements and any other form of financial obligation imposed on the Zone by this Agreement ("Reimbursement") shall be made solely from then-currently available revenues in the TIF Fund and subject to pre-existing commitments and all other terms of this Agreement and applicable laws. In the event that there is not sufficient revenue in the TIF Fund to timely pay Developer any part of the Reimbursement, the Zone will pay Developer such portion of the Reimbursement that may be available at the time. The balance of any due but unpaid Reimbursement shall be carried forward without interest and paid by the Zone in the first year in which there is sufficient revenue in the TIF to pay such balance. Developer agrees that it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or City for all or any portion of the Reimbursement. Upon termination of the Zone on December 31, 2042, as provided by Ordinance No. 8033 or such other date as may be specified in a subsequent ordinance adopted in accordance with Section 311.017 of the Act, any portion of the Reimbursement that has not been paid due to the unavailability of revenue in the TIF Fund or due to Developer's failure to meet any precondition under this Agreement for receipt of the Reimbursement shall no longer be considered Project Costs of the Zone, and any obligation of the Zone to pay Developer any remaining balance of the Reimbursement shall automatically expire.

Section 5. Term

The term of this Agreement shall begin upon the effective date and end upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; (b) December 31, 2042; or (c) the expiration of the term of the Zone.

Section 6. Exhibits

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

Section 7. Force Majeure

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

__ [Date] __ [Initials]

design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

Section 8. Indemnity

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

Section 9. MWBE Goals

In satisfaction of the Zone's obligations under Section 311.0101 of the Act, Developer shall make a good faith effort to comply with City's policy regarding participation of business enterprises eligible as small, minority, or women-owned business enterprises in subcontracting any of the construction performed on the Project. Upon Developer's request, City shall provide Developer with access to the list of companies that qualify as such a business enterprise. Developer shall: (i) maintain records showing its contracts, supply agreements, and service agreements with such Business Enterprises, as well as its efforts to identify and award contracts to such Business Enterprises; and, (ii) provide a report to the Zone annually during construction, in a manner reasonably prescribed by the Board, documenting its efforts to comply with this paragraph.

Section 10. Events of Default & Remedies

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

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

Section 11. Venue and Governing Law

This Agreement is performable in Potter County, Texas and venue of any action arising out of this Agreement shall be exclusively in Potter County. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Amarillo, applicable federal and state laws, the violation of which shall constitute a default of this Agreement. To the extent permitted by law, the law of the state of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Amarillo, Potter County, Texas.

Section 12. Notices

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

If intended for Zone, to:

If intended for Developer, to:

__ [Date] __ [Initials]

Fax: 806/378-9388

Copy to:

Office of the City Attorney
601 S. Buchanan, Suite 207
Amarillo, Texas 79101
Fax: 806/378-3018

Copy to:

Same as Developer

Section 12. Severability

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

Section 13. Counterparts & Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This agreement may be executed in multiple originals. This agreement may be executed by facsimile signatures which shall be deemed originals and equally admissible as originals.

Section 14. Captions

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

Section 15. Successors and Assigns

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

Section 16. Limited Rights and Non-waiver

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

Section 17. Entire Agreement

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

Section 18. City Approval

The Developer acknowledges and affirms by his signature below that he understands that approval of the Agreement is contingent upon approval by both the Zone and the City Council pursuant to City ordinance and state law.

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

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

By: *John Attebury*

[Signature]
Chairman of Board

5-15-2024
Date

ROCKROSE DEVELOPMENT, LLC and
ATTEBURY ELEVATORS, LLC

By: *AA*

[Signature]
Matt Griffith
Vice President

5/15/24
Date

__ [Date] __ [Initials]

Chairman of Board

Vice President

CITY OF AMARILO, TEXAS

APPROVED AS TO FORM FOR CITY &
ZONE

By: Andrew Freeman 5/15/24
Andrew Freeman Date
Deputy City Manager

By: Bryan McWilliams 5/15/24
Bryan McWilliams Date
City Attorney

Attachments that are part of this Agreement:

Exhibit A Map of TIRZ #3 Boundary and Project Site Location

Exhibit B Property Improvements

Exhibit A
Map of TIRZ #3 Boundary and Project Site Locations

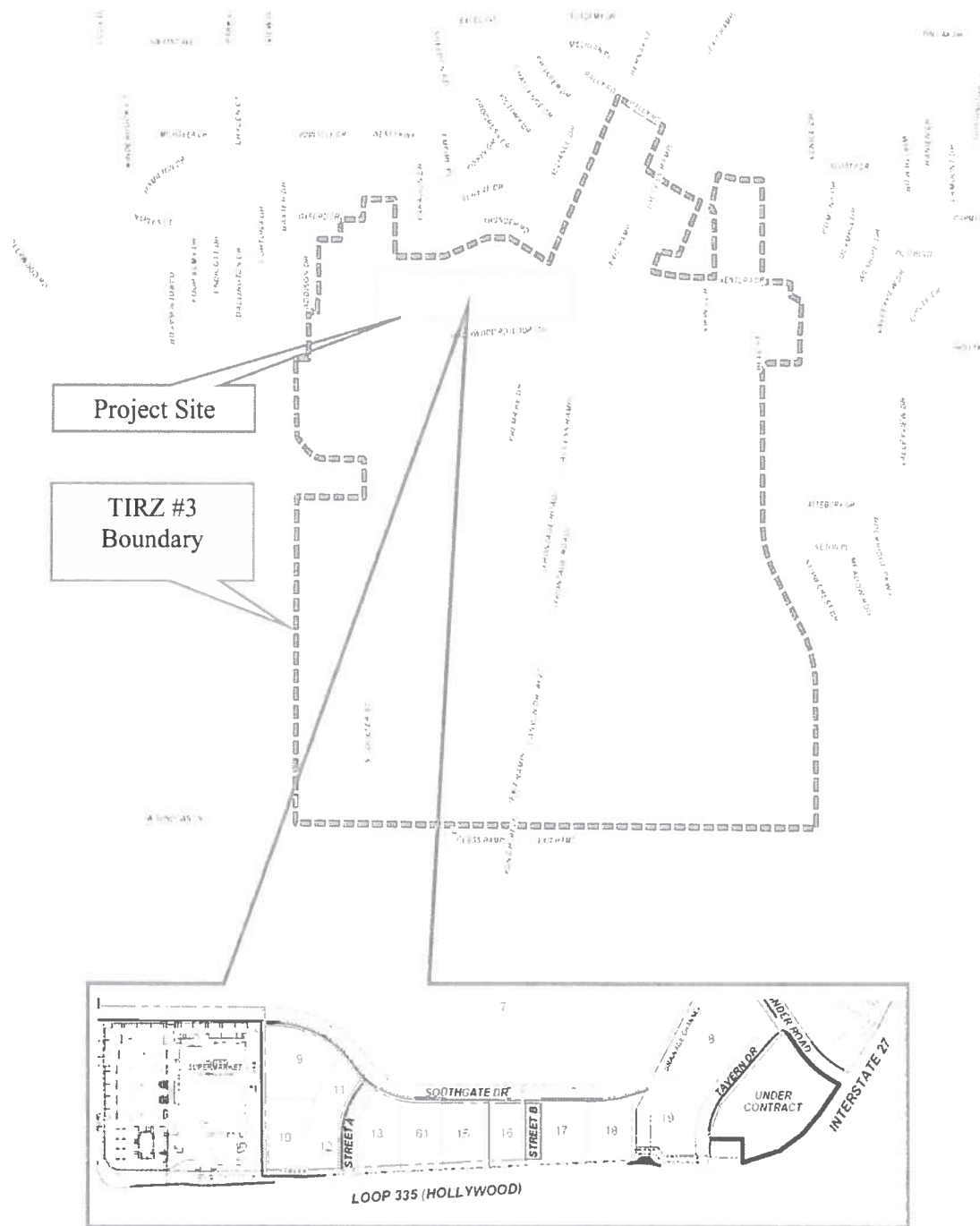


EXHIBIT B
PROPERTY IMPROVEMENTS

SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED

Developer promises to develop the sites, resulting in the following improvements to the Property illustrated in Exhibit A:

Public Infrastructure Projects North of Loop in Zone Boundary

Tavern Drive	Sanitary Sewer, Water, Paving	\$820,000.00
Southgate Drive	Sanitary Sewer, Water, Storm Sewer, Paving	\$2,522,410.00
Street A	Sanitary Sewer, Water, Storm Water, Paving	\$634,869.00
Street B	Sanitary Sewer, Water, Storm Sewer, Paving	\$476,445.00
Loop 335 Utilities	Water	\$212,175.00
Total Estimate		\$4,665,899.00

Source: Cost Opinion based on 2023/2024 Costs, Rockrose Development, LLC February 9, 2024

SECTION 2. FINANCIAL ANALYSIS

The Project is consistent with the goals of the Zone and public purpose to diversify the economy, eliminate un-and under-employment in the Zone, develop or expand business, and commercial activity in the TIRZ. Making grants and loans from the TIF of the Zone will serve those ends.

In order to make Developer's planned development financially feasible, Developer has requested that the Zone reimburse Developer for certain actual costs incurred 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 \$4,670,000.00 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 and all applicable federal, state, and local laws of the City of Amarillo.
- Anticipate the first reimbursement no earlier than June 1, 2025, based on 2024 property tax statements. There will be no reimbursement until infrastructure has been properly installed and accepted by the City, all taxes on the Property are paid to current, and all other conditions of this exhibit and the Agreement are satisfied.

[THIS SPACE LEFT BLANK INTENTIONALLY]

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042 TOTAL																					
Annual Revenue	\$	3,096	\$102,050	\$	202,489	\$	477,749	\$	726,204	\$	1,000,965	\$	1,213,077	\$	1,283,050	\$	1,334,435	\$	738,405	\$	767,514	\$	797,000	\$	811,339	\$	825,831	\$	840,541	\$	854,473	\$	870,628	\$	886,010	\$	901,623	\$	15,121,201		
Additional 10% available for reimbursements	\$	2,477	\$	81,640	\$	161,991	\$	381,789	\$	575,461	\$	800,777	\$	970,642	\$	1,026,040	\$	1,067,548	\$	590,724	\$	614,011	\$	631,648	\$	649,071	\$	660,655	\$	672,434	\$	684,338	\$	696,302	\$	708,088	\$	721,298	\$	12,700,001	
Additional 10% available for Projects 2-4 starting in 2026	\$			\$	38,180	\$	46,037	\$	58,066	\$	80,072	\$	97,046	\$	102,644	\$	106,755	\$	59,072	\$	61,401	\$	63,765	\$	65,907	\$	67,966	\$	69,656	\$	71,301	\$	72,985	\$	74,681	\$	76,389	\$	1,192,389	\$	13,302,390

[illegible]

[illegible]Page 129 of 129