AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, MAY 25, 2021 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

NATIONAL ANTHEM: Taylor Henderson

INVOCATION: Dr. Howard Batson, First Baptist Church

PUBLIC ADDRESS
(For items on the agenda for City Council consideration)
The public will be permitted to offer public comment on agenda items. Public Address signup times are available from Sunday 8:00 a.m. until Tuesday 12:45 p.m. at https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-registration-form or by calling the City Secretary's office at (806) 378-3014.

AGENDA

1. **City Council will discuss or receive reports on the following current matters or projects:**
   - A. Review agenda items for regular meeting and attachments;
   - B. Coronavirus update;
   - C. City Hall renovation update;
   - D. Thompson Park Pool update;
   - E. Discuss Water Tower Emblem Painting Policy or Ordinance;
   - F. Request future agenda items and reports from City Manager.

2. **CONSENT ITEMS**
   It is recommended that the following items by 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 NEESSARY UNLESS DESIRED BY A COUNCILMEMBER, IN WHICH EVENT THE ITEM SHALL BE CONSIDERED IN ITS NORMAL SEQUENCE AFTER THE ITEMS NOT REQUIRING SEPARATE DISCUSSION HAVE BEEN ACTED UPON BY A SINGLE MOTION.

   A. **CONSIDER APPROVAL – MINUTES**
   Approval of the City Council minutes for the regular meeting held on May 11, 2021.

   B. **REVIEW AND CONSIDER APPROVAL OF THE NON RISK INTERLOCAL AGREEMENT WITH TML HEALTH FOR DEE OAKS, EMPLOYEE ASSISTANCE PROVIDER (AEP) DUE TO THE DISSOLUTION OF THE PUBLIC EMPLOYEE BENEFITS ALLIANCE (PEBA) EFFECTIVE DECEMBER 31, 2021.**
   (Contact: Sandy Elliott, Benefits Manager)

The Human Resources Employee Benefits Division is requesting approval for the Non-Risk Interlocal Agreement with TML Health for Employee Assistance Program (EAP) services with Deer Oaks due to the dissolution of the Public Employee Benefits Alliance (PEBA). This agreement will allow the City to guarantee their current rates with Deer Oaks, our current EAP vendor, for the remainder of their two years contract (FY 2021-2022). The annual membership fee of $700 previously required with PEBA will not be required with TML Health.

C. **CONSIDER AGREEMENT FOR PROPERTY SALE**

(Contact: Laura Storrs, Assistant City Manager)

Potter County has agreed to sell the property located at 805 S Florida Street for $11,599.03 as a private sale. The documents for this sale will be provided upon approval of this item.

D. **CONSIDER AN AVIATION CLEAR ZONE EASEMENT BEING 4,650 FEET ABOVE MEAN SEA LEVEL ABOVE THE PLAT OF SOUTH GEORGIA PLACE UNIT NO. 38, AN ADDITION TO THE CITY OF AMARILLO, BEING AN UNPLATTED TRACT OF LAND IN SECTION 183, BLOCK 2, A.B.&M. SURVEY, RANDALL COUNTY, TEXAS**

(Contact: Andrew Freeman, Managing Director of Planning and Special Projects)

This Aviation Clear Zone Easement (ACZ) is being requested by the City of Amarillo and is associated with the plat South Georgia Place Unit No. 38.

To ensure safety of operation and protection of air traffic operating into and out of the airport, future physical development around the airport needs to be regulated.

This ACZ Easement establishes a height regulation of 4,650 feet above mean sea level for the plat of South Georgia Place Unit No. 38.

E. **CONSIDER THE APPROVAL OF THE PURCHASE OF MECHANICAL AND TECHNOLOGICAL PARTS TO REFURBISH SURVEILLANCE VEHICLE. THIS SURVEILLANCE VEHICLE IS USED FOR AUDIO AND VIDEO DOCUMENTATION OF COVERT INVESTIGATIONS AND VARIOUS ELEMENTS OF SURVEILLANCE.**

CRIME POINT: $52,023.00

(Contact: Martin Birkenfeld, Police Chief)

This surveillance vehicle is used for audio and video documentation of covert investigations and various elements of surveillance.

F. **CONSIDER APPROVAL OF CHANGE ORDER 2 FOR BID ON FY 20/21 STREET MAINTENANCE COMMUNITY INVESTMENT PROGRAM, PROPOSITION 1.**

AMOUNT: $662,189.27

(Contact: Matthew Thomas, Capital Projects & Development Engineering)

This item is to consider approval of Change Order 2 to the construction contract for the FY 20/21 Street Maintenance project to Intermountain Slurry Seal, Inc.

Original Contract Amount	$5,654,176.08
Previous Change Orders	$ 296,231.68
Current Change Order	$ 662,189.27
Total Revised Contract	$6,612,597.03

G. **CONSIDER APPROVAL OF THE PURCHASE OF REPLACEMENT VEHICLE, PUMPER STYLE FIRE TRUCK FOR THE FIRE DEPARTMENT.**

AWARD TO: LONE STAR EMERGENCY GROUP

AMOUNT: $619,273.00

(Contact: Glenn Lavender, Fleet Services Superintendent)

This is a scheduled replacement of Unity 6911, 2007 Ferrara Fire Truck/pumper Style. The new fire truck will be used for daily operational requirements. Vehicle 6911 has reached or exceeded its useable life cycle.

H. **CONSIDER APPROVAL OF THE PURCHASE OF A LADDER STYLE 77' FIRE TRUCK.**
AWARD TO: LONE STAR EMERGENCY GROUP
Amount: $1,044,164.00
(Contact: Glenn Lavender, Fleet Services Superintendent)
This is a scheduled replacement of Unit 6502, 2004 American LaFrance Ladder truck. The new fire truck will be used for daily departmental operations. The unit being replaced has reached or exceeded tis expected life cycle.

I. **CONSIDER AWARD OF BID TO PURCHASE VIDEO AND RADAR DETECTION EQUIPMENT WITH SIGNAL PERFORMANCE MEASURES SOFTWARE.**
AWARD TO: ITERIS, INC.
AMOUNT: $128,232.00
(Contact: Donny Hooper, Director of Public Works)
These detection systems will be installed on Coulter street from Wallace to Sleepy Hollow. These units will be used to monitor the presence of vehicles at each intersection as well as send information such as traffic counts and signal timing to the Traffic Management Center. These items are for Phase 4 of the Traffic Signal improvement project to update technology and run signalized intersections efficiently.

J. **CONSIDER PURCHASE OF SOFTWARE LICENSING TO PROVIDE ANTI VIRUS AND MALWARE PROTECTION FOR THE CITY'S PHYSICAL AND VIRTUAL DESKTOPS AND SERVERS**
AWARD TO: CDW-G
AMOUNT: $51,438.00
(Contact: Rich Gagnon, Information Technology)
Twenty eight deep security licenses will provide anti-virus and malware protection for VM hosts operating the City's server infrastructure. For physical and virtual desktop computers, IT continues to transition from Trend Micro to a Microsoft product as an equivalent alternative to reduce costs. The 650 Smart Protect licenses are still needed for the upcoming year but reflect a net reduction of 1350 licenses since the product was first deployed in 2019.

K. **CONSIDER AWARD OF BID #7022 FOR LIQUID CHLORINE TO CHLORINATE/DISINFECT AMARILLO THOMPSON POOL**
COST: $57,600.00
(Contact: Michael Kashuba, Director of Parks and Recreation)
This item maintains chemical levels, eliminates microorganisms, bacteria, and algae in a commercial size pool. Improves water quality in a liquid from of Sodium Hypochlorite 12.5% NaCIO.

L. **CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN THE CITY OF AMARILLO (RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT) AND CONSOLIDATED NUCLEAR SECURITY LLC (CNS)**
(Contact: Michael W Conner, Director of Aviation)
This supplemental agreement extends the CNS/Pantex lease agreement for rental of three on airport buildings for an additional two months (June 1, 2021 through July 31, 2021) in order to allow the Airport and CNS/Pantex additional time to finalize a new multi year lease agreement.

3. **NON-CONSENT ITEM:**

A. **CONSIDER RESOLUTION – MUNICIPAL ELECTION**
(Contact: LeAnn Gallman, Interim City Secretary)
A Resolution canvassing the returns and declaring the results for the Regular Election for the office of Mayor held in the City of Amarillo on the 1st day of May, 2021 for city offices.

B. **OATH OF OFFICE:**
The Honorable Laura Hamilton will conduct the Oath of Office for the Mayor elected at the Regular Election held May 1, 2021.

C. **REMARKS BY MAYOR NELSON**

D. **PUBLIC HEARING TO CONSIDER AN ORDINANCE REZONING THE MOST NORTHWESTERN 60 FT BY 125 FT PORTION OF LOT 2A, BLOCK 25, LAWRENCE PARK ADDITION UNIT NO. 114, IN SECTION 227, BLOCK 2, A.B.&M. SURVEY, POTTER COUNTY, TEXAS, PLUS ONE-HALF OF ALL BOUNDING STREETS, ALLEYS, AND PUBLIC WAYS, TO CHANGE FROM GENERAL RETAIL DISTRICT TO LIGHT COMMERCIAL DISTRICT.**
Applicants: William and Barbara Frank for 26th Street Venture LLC
Vicinity: S.W. 26th Avenue and Patterson Drive.
(Contact: Brady Kendrick, Planner II, Planning and Development Services)
Adjacent land use and zoning
Adjacent zoning consists of General Retail District (GR) to the west and Light Commercial District (LC) in all other directions.
Adjacent land uses consist of a laundromat to the west, an office park to the north, a retail store to the east, and an apartment complex to the south.
The applicant is requesting a change in zoning to the 60 ft by 125 ft portion of Lot 2A located on the northwest corner in order to develop the entire lot with an automotive repair shop.

E. **PUBLIC HEARING TO CONSIDER AN ORDINANCE REZONING OF A 2.912 ACRE PORTION OF LOT 9, BLOCK 109, SOUTH LAWN ADDITION UNIT NO. 36, IN SECTION 184, BLOCK 2, A.B.&M. SURVEY, RANDALL COUNTY, TEXAS, PLUS ONE-HALF OF ALL BOUNDING STREETS, ALLEYS, AND PUBLIC WAYS TO CHANGE FROM RESIDENTIAL DISTRICT 1 WITH SPECIFIC USE PERMIT 198 FOR AN INSTITUTION OF RELIGIOUS, CHARITABLE, OR PHILANTHROPIC NATURE.**
Applicants: Liz Alaniz for Wesley Community Center
Vicinity: Darrell Avenue and Austin Street
(Contact: Brady Kendrick, Planner II, Planning and Development Services)
The applicant is requesting a Specific Use Permit in order to open a second location of the Amarillo Wesley Community Center. The proposed use primarily operates as a childcare and adult day care facility with other services being offered as well. The existing building was previously used as a church that was constructed in 1962.

F. **CONSIDER PURCHASE OF REAL ESTATE LOCATED AT NORTH EASTERN STREET AND LOOP 335**
(Contact: Kevin Carter, President and CEO of Amarillo Economic Development Corporation)
This item authorizes AEDC to execute a contract and all necessary documents for the purchase of approximately 171 acres of land located at North Eastern Street and Loop 335. The purchase price is for $855,000.00 plus closing costs and related expenses.

G. **CONSIDER APPROVAL OF A LOCATION INCENTIVE AGREEMENT BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND AMERICAN QUARTER HORSE ASSOCIATION**
(Contact: Kevin Carter, President and CEO of Amarillo Economic Development Corporation)

H. **CONSIDER RESOLUTION – BARRIO NEIGHBORHOOD SE 10TH AVENUE STREETSCAPE APPLICATION TO TxDOT TRANSPORTATION ALTERNATIVES SET ASIDE GRANT**
(Contact: Andrew Freeman, Managing Director of Planning and Special Projects)
The SE 10th Avenue Streetscape Improvement Project is one of the high priority projects for the Barrio Neighborhood Plan implementation. It will widen

sidewalks, install pedestrian and ADA amenities and enhance transit stops on the north and south side of SE 10th Avenue, a five land TxDOT road (Loop 395) between Garfield Street and Ross Street. A private plaza and alley improvements are also planned in coordination with the streetscape project. The grant program requires a public entity as the project sponsor. The sponsor is responsible for the development and construction management of the project as well as the local match. The required match is 20% and is expected to be between $330,000 and $400,000. If awarded, the BNPC will utilize their 2016 Prop #1 bond allocation for the match and the additional administrative costs required of the program.

I. **CONSIDER RESOLUTION APPROVING THE SETTLEMENT AGREEMENT BETWEEN THE CITIES OF AMARILLO, LUBBOCK, DALHART, AND CHANNING (THE "CITIES" OR "ALDC", AND ATMOS ENERGY CORPORATION ("ATMOS" OR "THE COMPANY") REGARDING ATMOS ENERGY'S APPLICATION AND REQUEST TO INCREASE RATES FILED WITH THE CITY ON SEPTEMBER 30, 2020.**
(Contact: Bryan McWilliams, City Attorney)
On about September 30, 2020 Atmos Energy Corporation ("Atmos" or "Company") filed a Statement of Intent to increase rates within the incorporated areas of the cities of Amarillo, Lubbock, Dalhart and Channing (collectively the "Cities" or "ALDC") in its West Texas Division. Atmos sought an increase of approximately $8.3 million in revenue, equating to an increase in annual revenue of about 7.7% including the cost of gas and approximately 10.8% excluding the cost of gas. Atmos proposed an effective date of November 4, 2020, for its increased rates.
Atmos's application represents its first general rate case since 2012 (GUD No.10174). Prior to this filing Atmos sought annual increases in rates pursuant to the Gas Reliability Infrastructure Program ("GRIP"). However, Atmos has filed the maximum number of GRIP filings it is authorized to make pursuant to state law, and thus, to the extent Atmos seeks to increase its rates, it must do so in a general rate case.

J. **CONSIDER RESOLUTION AUTHORIZING THE ISSUANCE OF THE AMARILLO-POTTER EVENTS VENUE DISTRICT SPECIAL TAX AND LEASE REVENUE REFUNDING BONDS, NEW SERIES 2021 AND AUTHORIZING THE SECOND AMENDMENT TO THE AMENDED AND RESTATED LEASE BETWEEN THE CITY AND THE AMARILLO-POTTER EVENTS VENUE DISTRICT**
(Contact: Laura Storrs, Assistant City Manager)
Discussion and consideration of a concurrent resolution and order relating to the Amarillo-Potter Events Venue District Special Tax and Lease Revenue Refunding Bonds, New Series 2021, the Second Amendment to the Amended and Restated Lease between the City and the Amarillo-Potter Events Venue District and resolving other matters incident and related thereto.

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

A. Sec. 551.071 - Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter
    a. Meet and Confer Agreement negotiations
    b. Sanctuary City for the Unborn Ordinance

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

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

Posted this 21st day of May 2021.

Regular meetings of the Amarillo City Council stream live on Cable Channel 10 and are available online at:
http://amarillo.gov/city-hall/city-government/view-city-council-meetings
Archived meetings are also available.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 11th day of May 2021, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON	MAYOR
ELAINE HAYS	COUNCILMEMBER NO. 1
FREDA POWELL	COUNCILMEMBER NO. 2
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	MAYOR PRO TEM/COUNCILMEMBER NO. 4

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

JARED MILLER	CITY MANAGER
KEVIN STARBUCK	DEPUTY CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
JENIFER RAMIREZ	ASSISTANT TO THE CITY MANAGER
STEPHANIE COGGINS	PUBLIC WORKS MANAGER
ANDREW FREEMAN	MANAGING DIRECTOR OF PLANNING AND SPECIAL PROJECTS

The invocation was given by Daniel Spitler, Life Challenge of Amarillo. Mayor Nelson led the Pledge of Allegiance.

A proclamation was presented for "National Public Works Week."

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

PUBLIC ADDRESS: There were no comments.

Reports from **Item 3** were given on the following:

A. Review agenda items for regular meeting and attachments;
B. Coronavirus Update;
D. Update on Buy the Way, Keep it Local;

ITEM 1 CONSENT ITEMS:
Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approve the consent agenda as presented, seconded by Councilmember Sauer:

A. **MINUTES**:
Approval of the City Council minutes for the regular meetings held on April 27, 2021.

B. **CONSIDER APPROVAL - AVIATION CLEAR ZONE EASEMENT:**
(Contact: Andrew Freeman, Managing Director of Planning and Special Projects)
This item considers an Aviation Clear Zone Easement, being 3,750 feet above mean sea level above the plat of Bella Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 53, Block 2, A.B.&M. Survey, Randall County, Texas.
Vicinity: Pullman Rd. and SE CR 34
Applicant/s: Justin Appling

C. **CONSIDER APPROVAL - AVIATION CLEAR ZONE EASEMENT:**
(Contact: Andrew Freeman; Managing Director of Planning and Special Projects)
This item considers an Aviation Clear Zone Easement, being 4,450 feet above mean sea level above the plat of 335 Business Park Unit No. 1, a

suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 150, Block 2, A.B.& M. Survey, Randall County, Texas.
Vicinity: Osage Rd. and Loop 335/Hollywood RD.
Applicant/s: Derek Carter

D. **CONSIDER SALE OF CITY OWNED PROPERTY – APPROXIMATELY 36,608 SQUARE FEET OF LAND LOCATED ADJACENT TO THE SOUTHEAST CORNER OF 34TH AND OSAGE, AMARILLO, TX:**
(Contact: Andrew Freeman, Managing Director of Planning and Special Projects)
This item authorizes the City Manager to execute a contract and other necessary documents for the sale of 36,608 square feet of land located adjacent to the southeast corner of 34th and Osage. The sales price for this property is $3.48/square feet or $127,500 minus closing costs.

E. **CONSIDER PURCHASE OF ANNUAL MAINTENANCE AGREEMENT:**
(Contact: Chief Birkenfeld)
Award to: Hexagon Safety and Infrastructure
Cost: $98,634.06
This is for the annual maintenance of the Intergraph Records Management Software for Police and Law Enforcement. The system enables quick data entry, immediate search and retrieval, and extensive reporting capabilities. It provides timelier and accurate information to support law enforcement operations, investigations and administration. It captures data, data sharing, criminal histories, investigations, and dispatch reports; it also provides affidavits, mug shots, warrant information, police records, alarm permits, and additional employee information. The cost is $98,634.06.

F. **CONSIDER AWARD FOR AC-5 ASPHALTIC CEMENT:**
(Contact: Chris Mitchell, Street Superintendent)
Award to: Ergon Asphalt & Emulsion
Cost: $635,071.82
This item awards a contract for the purchase of AC-5 Asphaltic Cement, used by the Street Division during the summer for sealcoating of paved streets. AC-5 Asphaltic Cement, in conjunction with pre-coated B-4 aggregate is used during the sealcoating process. AC-5 is applied to the street surface as a sealant, followed by the precoated B-4 aggregate which adheres to the AC-5 forming a new driving surface. The sealcoating process is essential to extending the life of city streets.

G. **CONSIDER AWARD OF PURCHASE OF BALLISTIC VESTS FOR POLICE DEPARTMENT – SUPPLY AGREEMENT:**
(Contact: Trent Davis, Director of Purchasing)
Award to: Aspetto Inc., $76,000.00
This award consists of the purchase of Ballistic Vests for the Amarillo Police Department officers and civilians, Amarillo Police Department recruits, City of Amarillo Rick Husband International Airport Police.

H. **CONSIDER APPROVAL OF BELT PRESS REHAB AT HOLLYWOOD ROAD WASTEWATER RECLAMATION FACILITY ENGINEERING SERVICES FOR $436,000.00:**
(Contact: Jonathan Gresham – Director of Utilities)
KSA Engineers will evaluate and recommend replacement for the existing belt press at Hollywood Road Wastewater Reclamation Facility (HRWRF). This is original equipment to the plant from initial construction. These belt presses are over 40 years old and have reached their life span. This engineering would allow the HRWRF to more efficiently manage their sludge and lower the impact on our City landfill at the same time.

I. **CONSIDER APPROVAL OF CHANGE ORDER No. 2 OSAGE WATER TREATMENT FILTER REHABILITATION:**
(Contact: Jonathan Gresham – Director of Utilities)
Contractor: Stolz Mechanical
This change order is necessary to provide safe access during future operations by adding sidewalks in the amount of $71,015.00

Original Contract $4,029,950.00

Change order #1	$ (10,300.00)
Change order #2	$ 71,015.00
New Contract total	$4,090,665.00
Percent Change	1.51%

J. **CONSIDER APPROVAL OF PHASE III OF CONSULTING CONTRACT FOR SL-SERCO FOR PROCUREMENT. DEPLOYMENT. AND INSTALLATION PHASE OF THE ADVANCED METER TNFRASTRUCTURE (AMI) SYSTEM FOR $1.167.537:**
(Contact: Jonathan Gresham - Director of Utilities)
This agreement is for Professional Services by Sl-serco Inc., in the amount not to exceed $1,167,537 for the procurement, deployment, and installation phase of the Advanced Metering Infrastructure (AMI). In this phase Sl-serco will provide project management for the years 2021-2024 and will facilitate the procurement of the smart meters as well as perform Proof of Concept testing for the installation of smart meters. Sl-serco will work with city staff to establish the customer portal website. Sl-serco will develop the Change Management Plan and facilitate the training of City staff on the new operations of the AMI system.

K. **CONSIDER AWARD OF BID FOR LANDSCAPE MAINTENANCE FOR CITY PARKS AND OTHER LOCATIONS:**
(Contact: Michael Kashuba, Director of Parks and Recreation)
Award to: Reeder Landscape
Cost: $928,146.27

Lot 1	Neighborhood parks	$598,562.10
Lot 2	Linear Parks	$140,017.62
Lot 3	Public Buildings	$ 91,222.80
Lot 4	Traffic Islands	$ 65,059.75
Lot 5	Other Properties	$ 33,284.00

This item improves community appearance by providing the turnkey landscape maintenance of all shrubs, turf, groundcover, annuals, perennials and mulch within the limits of the property classifications (neighborhood parks, linear parks, public buildings, traffic islands, other city owned properties) listed above using experienced personnel using only sound horticultural and landscape practices.

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

ITEM 2 NON-CONSENT ITEMS:

ITEM 2A: Mayor Nelson presented a resolution canvassing the returns and declaring the results of the regular election held on May 1, 2021. The item was presented by Jared Miller, City Manager. Motion was made that the following captioned resolution be passed by Councilmember Powell, seconded by Councilmember Smith:

RESOLUTION NO. 05-11-21-1
A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS FOR THE REGULAR ELECTION HELD IN THE CITY OF AMARILLO ON THE 1st DAY OF MAY 2021 FOR CITY OFFICES.

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

ITEM 2B: Remarks were made by the outgoing Councilmember regarding their service on the City Council.

ITEM 2C: The Oath of Office for the incoming Councilmembers was conducted by the Honorable Laura Hamilton.

The Amarillo City Council members took their places on the dais and resumed the meeting:

GINGER NELSON	MAYOR
COLE STANLEY	COUNCILMEMBER NO. 1

FREDA POWELL	COUNCILMEMBER NO. 2
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

ITEM 2D: Councilmembers Stanley, Powell, Sauer and Smith made brief comments regarding their service on the City Council.

ITEM 2E: Mayor Nelson presented a resolution authorizing the City Council to annually select the Mayor Pro Tempore. Motion was made that the following captioned resolution be passed by Councilmember Sauer, seconded by Councilmember Smith:

RESOLUTION NO. 05-11-21-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO PROVIDING FOR THE ANNUAL SELECTION OF THE MAYOR PRO TEMPORE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

ITEM 2F: Mayor Nelson presented a resolution accepting the Texas Traffic Safety Program Grant for a "CLICK IT OR TICKET" project by the Amarillo Police Department. The item was presented by Martin Birkenfeld, Chief of Police. Motion was made that the following captioned resolution be passed by Councilmember Powell, seconded by Councilmember Smith:

RESOLUTION NO. 05-11-21-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO: AUTHORIZING THE CITY OF AMARILLO TO PARTICIPATE IN AND RECEIVE FUNDING THROUGH THE TEXAS HIGHWAY TRAFFIC SAFETY PROGRAM FOR A "CLICK IT OR TICKET' PROJECT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; PROVIDING AN EFFECTIVE DATE.

ITEM 3:

A. Review agenda items for regular meeting and attachments;
B. Coronavirus Update;
C. Broadband Update;
D. Update on Buy the Way, Keep it Local;
E. Update on Thompson Park Pool;
F. Request future agenda items and reports from City Manager

ITEM 3F: Mr. McWilliams advised at 3:41 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.087 - Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect. (a) Project # 19-10-01 (Corporate Headquarters), (b) Project # 21-02-01 (Research and Development Facility) 2) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: (a) Purchase of real property located in the North East quadrant of the City of Amarillo.

Mr. McWilliams announced that the Executive Session was adjourned at 4:43 p.m. and recessed the Regular Meeting.

ATTEST:

Andrew Freeman, Managing Director of Planning and Special Projects	Ginger Nelson, Mayor

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	May 25, 2021	**Council Priority**	
Department	Human Resources		
Contact	Sandy Elliott, Benefits Manager		

Agenda Caption

Review and approval of the Non-Risk Interlocal Agreement with TML Health for Deer Oaks, Employee Assistance Provider (EAP) due to the dissolution of the Public Employee Benefits Alliance (PEBA) effective December 31, 2021.

Agenda Item Summary

The Human Resources Employee Benefits Division is requesting approval for the Non-Risk Interlocal Agreement with TML Health for Employee Assistance Program (EAP) services with Deer Oaks due to the dissolution of the Public Employee Benefits Alliance (PEBA). This Agreement will allow the City to guarantee their current rates with Deer Oaks, our current EAP vendor, for the remainder of their 2-year contract (FY2021-2022). The annual membership fee of $700 previously required with PEBA will not be required with TML Health.

Requested Action

Requesting approval for the Non-Risk Interlocal Agreement with TML Health at no additional cost to the City due to the dissolution of the Public Employee Benefits Alliance (PEBA) effective December 31, 2021.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Approval of the Non-Risk Interlocal Agreement with TML Health at no additional cost to the City.

CITY OF AMARILLO®
HUMAN RESOURCES

Memo

To: Jared Miller, City Manager
Laura Storrs, Assistant City Manager

Thru: Mitchell Normand, Director of Human Resources MN

From: Sandy Elliott, Benefit Manager SE

Re: TML Health Non-Risk Interlocal Agreement

Date: May 25, 2021

The following information is presented to you for consideration for the approval of a Non-Risk Interlocal Agreement with Texas Municipal League Health ("TML Health") due to the dissolution of the Public Employee Benefits Alliance ("PEBA") effective December 31, 2021.

Through the City's membership in the Public Employee Benefits Alliance ("PEBA") we receive discounted rates with The Standard Life Insurance Company ("The Standard") for life insurance and Deer Oaks EAP Services, LLC, for employee assistance program services. The City was notified that PEBA is dissolving its operations effective December 31, 2021 and TML Health has agreed to the assignment of the PEBA group program to TML Health. The Standard confirmed in writing that their rates will remain the same for the remainder of our current 3-year contract (January 1, 2021 through December 31, 2023). Deer Oaks EAP Services, LLC, also confirmed that our rates will not change with our current 2-year contract (January 1, 2021 through December 31, 2022). However, Deer Oaks EAP Services, LLC, is requiring the City to sign a Non-Risk Interlocal Agreement with TML Health so the City can continue with the same rates and benefits through the end of our current contract. HUB International, Inc., the City's healthcare consultant, and the City's Legal Department have reviewed and approved the enclosed Agreement. TML Health will not require an annual membership at this time which is an annual cost savings of $700 to the City.

Interlocal Agreement

TML Health Benefits Pool

Non-Risk Qualified Employer

Approved January 2021

Doc ID: cb17bc3e0455d134a2d592fff5182d464a82079c

TML Health Benefits Pool

TML MultiState Intergovernmental Employee Benefits Pool

Austin, Texas

INTERLOCAL AGREEMENT

(NON-RISK PARTICIPATING QUALIFIED EMPLOYER)

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool d.b.a. TML Health Benefits Pool, hereinafter referred to as TML Health, is a legal governmental entity created by Political Subdivisions of the State of Texas and governed by a Board of Trustees; and

WHEREAS, the undersigned Qualified Employer represents (1) that it is (a) a Political Subdivision of the State of Texas or of its state of domicile, (b) an Affiliated Service Contractor (as defined by Section 172.003, Texas Local Government Code) of a Political Subdivision of this state or of its state of domicile (each of which is referred herein to as "Political Subdivision"), or (c) an Economic Development Corporation organized under Subtitle C1, Title 12, Texas Local Government Code; (2) that it is qualified under the interlocal cooperation law of the Employer's domiciliary state to enter into this Interlocal Agreement; and (3) that its governing body has acted by majority vote, at a duly called and posted public meeting, to authorize the Employer to participate in this Interlocal Agreement; and

WHEREAS, the undersigned Qualified Employer has examined all the facts and issues it deems relevant and determined that it is in the best interest of the Employer, its Employees, officials, and retirees and their dependents to enter into this Interlocal Agreement and obtain the services provided by the TML Health in connection with one or more life, sick, accident and other health benefits provided to its employees, officials, and retirees and their dependents; and

WHEREAS, the undersigned Qualified Employer acknowledges that it is not an Employer Member participating in TML Health risk pool, and therefore, is not entitled to rights and privileges of an Employer Member under the First Amended and Restated Trust Agreement for the TML Multistate Intergovernmental Employee Benefits Pool (the Trust), as amended; and

WHEREAS, the undersigned Qualified Employer acknowledges that the purpose of this Interlocal Agreement is to permit Qualified Employer to access benefits contracts and services through TML Health as authorized under Chapter 791 of the Texas Government Code; and

WHEREAS, the TML MultiState IEBP represents that it is a Local Government qualified to enter into this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, the undersigned Qualified Employer, enters into this Interlocal Agreement for the purpose of obtaining services for the administration of one or more life, sick, accident and other health benefits provided by the Qualified Employer. The services will be provided under the authority of the laws of the State of Texas including the Interlocal Cooperation Act (Chapter 791, Texas Government Code). The Employer hereby designates the TML MultiState IEBP as its instrumentality to administer the business and supervise the performance of the Interlocal Agreement. The conditions are agreed upon by and between the parties as set forth hereinafter.

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1. When used in this Interlocal Agreement, the capitalized terms shall have the meanings specified in this paragraph unless the context clearly requires otherwise:

"Board of Trustees" or "Board" or "Trustees" means the trustees selected pursuant to the Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool to supervise the operation of the TML MultiState IEBP.

"Qualified Employer" means a non-risk Political Subdivision, Affiliated Service Contractor, or Economic Development Corporation as these terms are defined herein that is qualified to enter into this Interlocal Agreement under Chapter 791 of the Texas Government Code.

"Employer Member" means a risk participating Political Subdivision, Affiliated Service Contractor, or Economic Development Corporation.

"Plan" or "Plans" mean the health benefit plan(s) and other benefit plans as contracted by the Qualified Employer through TML Health.

"Political Subdivision" means any legal entity included within the definition of political subdivision in Chapter 791, Texas Government Code.

"TML Health" means the TML MultiState Intergovernmental Employee Benefits Pool.

"Interlocal Agreement" or "this Agreement" means the TML MultiState Intergovernmental Employee Benefits Pool Non-Risk Qualified Employer Interlocal Agreement.

"Local Government" means any legal entity included within the definition of "local government" in Chapter 791, Texas Government Code.

"Affiliated Service Contractor" means an entity described by Section 172.003(1) of the Texas Local Government Code.

"Economic Development Corporation" means a corporation organized under Subtitle C1, Title 12, Texas Local Government Code.

2. The Qualified Employer agrees to be bound by this Interlocal Agreement and the policies and procedures established by the TML Health which collectively establish the conditions for non-risk Qualified Employers services.

3. TML Health and the Qualified Employer will comply in all respects with their respective obligations under the applicable benefits contracts accessed through this Interlocal Agreement.

4. This Interlocal Agreement may be terminated by either the Qualified Employer or the TML Health with 30 days written notice.

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5. The Qualified Employer shall furnish all the information TML Health deems necessary and useful for the purposes of this Agreement and shall abide by the policies and procedures adopted for the benefits contracts services. TML Health may amend its policies and procedures at the time of annual renewal of this Agreement and its Trust Agreement. TML Health may contract with a third party administrator to perform some or all of TML Health's duties under this Interlocal Agreement.

6. Qualified Employer will designate and appoint a contact of department head rank or above and agrees that TML Health shall not be required to contact or provide notices to any other person. Further, any notice to, or agreement by a Qualified Employer's contact, with respect to services or claims hereunder, shall be binding on the Qualified Employer. Qualified Employer reserves the right to change the contact from time to time by giving written notice to the TML Health.

7. The Qualified Employer hereby acknowledges that TML Health will be responsible for any and all request for proposal processes pertaining to the benefits contracts and/or services Qualified Employer seeks to access and TML Health will not be responsible nor have any administrator responsibilities in relation to the benefit contracts and/or services Qualified Employer accesses through this Interlocal Agreement, unless by mutual written agreement of the Parties.

8. Any benefit contract coverages or services accessed by Qualified Employer will be subject to applicable carrier's payment provisions for the accessed coverages or services. In the event, Qualified Employer fails to comply with applicable carrier's payment provisions, TML Health may terminate this Interlocal Agreement for cause and any rates and/or coverage quoted as a result of Qualified Employers access to benefit contracts or service through TML Health will no longer be valid upon the effective date of termination of this Interlocal Agreement.

9. Each Qualified Employer, as the employer, acknowledges it has responsibility for compliance with the state and federal laws applicable to employee benefits.

10. Qualified Employer must make the payments for the performance of governmental functions or services from current revenues available to the Qualified Employer.

11. To the extent authorized by law, the Qualified Employer agrees to indemnify and hold harmless TML Health for all claims, damages and expenses, including but not limited to attorney's fees and costs of court, arising out of acts or omissions of officers or employees of the Qualified Employer in connection with accessing benefits contracts through TML Health. Qualified Employer agrees to pay all such claims, damages, and expenses out of current revenues at the time the obligation is determined. In the event current revenues are inadequate to fund the obligation at the time it is determined, the Qualified Employer agrees to take the appropriate budgetary action sufficient to pay the obligation.

12. The Qualified Employer and the TML Health may contract for additional administrative services relating to the Qualified Employer benefits contracts.

13. No bond is required of the Board of Trustees of the TML Health.

14. If any part of this Interlocal Agreement, save and except paragraph 3, is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Interlocal Agreement shall be in Austin, Travis County, Texas.

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15. This Agreement with attachment represents the complete understanding of the TML Health and the Qualified Employer and may not be amended, modified or altered without the written agreement of both parties.

16. The term of this Interlocal Agreement shall be concurrent with that of the applicable benefits contracts accessed by Qualified Employer. Absent notice of termination, the Qualified Employer may annually renew and extend this Agreement.

17. This Interlocal Agreement is entered into in the State of Texas, and it is understood and agreed that this Interlocal Agreement shall be governed by, construed, and enforced in accordance with and subject to the laws of the State of Texas.

18. Qualified Employer represents and warrants that (a) this Agreement fully complies with the laws of the State of Texas and (b) Qualified Employer has full legal authority to enter into this Agreement. By entering into this Agreement, a Qualified Employer who is an Affiliated Service Contractor further warrants that it is an organization qualified for exemption under Section 501(c), Internal Revenue Code (26 U.S.C. Section 501(c)), as amended, that provides governmental or quasi-governmental services on behalf of a political subdivision and derives more than 25 percent of its gross revenues from grants or funding from the political subdivision.

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This Interlocal Agreement is entered into for the Employer Member under authorization of

City of Amarillo
(Employer Member)

at duly called meeting held on _____
(Date of Meeting)

By _____ Jared Miller
(Signature) (Typed or Printed Name)

Authorized Official Title City Manager

Date _____

This Interlocal Agreement entered into and Appointment Accepted By:

The TML MultiState Intergovernmental Employee Benefits Pool at Austin, Texas

By: _____

Date 05 / 01 / 2021

Approved as to Form:

By: _____
Leah Simon, General Counsel

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HELLOSIGN

Audit Trail

TITLE	Amarillo PEBA Wind-down Interlocal
FILE NAME	City of Amarillo ...er Interlocal.pdf
DOCUMENT ID	cb17bc3e0455d134a2d592fff5182d464a82079c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Completed

Document History

SENT	**04 / 30 / 2021** 14:01:23 UTC	Sent for signature to Leah Simon (leah.simon@tmlhb.org) and Jennifer Hoff (jennifer.hoff@tmlhb.org) from waldo.navarro@tmlhb.org IP: 66.69.200.200
VIEWED	**04 / 30 / 2021** 14:08:42 UTC	Viewed by Leah Simon (leah.simon@tmlhb.org) IP: 50.228.10.240
SIGNED	**04 / 30 / 2021** 14:09:07 UTC	Signed by Leah Simon (leah.simon@tmlhb.org) IP: 50.228.10.240
VIEWED	**05 / 01 / 2021** 14:46:51 UTC	Viewed by Jennifer Hoff (jennifer.hoff@tmlhb.org) IP: 174.203.4.192
SIGNED	**05 / 01 / 2021** 14:47:28 UTC	Signed by Jennifer Hoff (jennifer.hoff@tmlhb.org) IP: 174.203.4.192
COMPLETED	**05 / 01 / 2021** 14:47:28 UTC	The document has been completed.

Powered by HELLOSIGN

Elliott, Sandy

From: Norris, Marcus
Sent: Tuesday, April 27, 2021 2:03 PM
To: Elliott, Sandy
Subject: RE: Important Email from TML Health

The revised agreement is APPROVED. Appreciate their cooperation.

For what it is worth, I concur that, strictly speaking, Gov't Code 791(e) is certainly not required to be in the agreement. However, what that section states is a foundational idea which must be true and present for every legitimate ILA. So, over the years I have included it in ILA just as a reminder to the parties themselves that there will be no complaining about pricing or losses. I will not argue her point. It is legally acceptable to not have that clause in a ILA, it is just a best practice as far as I am concerned. You may proceed with City signatures.

Marcus W. Norris
Deputy City Attorney
City of Amarillo
601 S. Buchanan, Ste. 207
Amarillo TX 79101
Tel. 806-378-3563
Fax 806-378-5262
Marcus.norris@amarillo.gov

From: Elliott, Sandy <Sandy.Elliott@amarillo.gov>
Sent: Tuesday, April 27, 2021 11:50 AM
To: Norris, Marcus <Marcus.Norris@amarillo.gov>
Cc: McWilliams, Bryan <Bryan.Mcwilliams@amarillo.gov>
Subject: FW: Important Email from TML Health

Marcus,

Please let me know your thoughts after their response.

Thanks in advance,
Sandy

AMARILLO
HUMAN RESOURCES
601 S. Buchanan
P.O. Box 1971
Amarillo, TX 79105-1971
Ofc. (806) 378-9379
Cell. (806) 626-6177
Fax. (806) 378-9043
http://amarillo.gov

Sandy Elliott
Benefits/Wellness Manager
Sandy.Elliott@amarillo.gov

From: Emily Buchanan <Emily.Buchanan@tmlhb.org>
Sent: Monday, April 26, 2021 5:14 PM
To: Norris, Marcus <Marcus.Norris@amarillo.gov>
Cc: Elliott, Sandy <Sandy.Elliott@amarillo.gov>; Tammy Wassenaar <Tammy.Wassenaar@tmlhb.org>; Leah Simon <Leah.Simon@tmlhb.org>; Renee Smith <Renee.Smith@tmlhb.org>; Joe Malinowski <Joe.Malinowski@tmlhb.org>; Craig Peterson <Craig.Peterson@tmlhb.org>; Kylie Shcherbakov <Kylie.Shcherbakov@tmlhb.org>
Subject: FW: Important Email from TML Health

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.
Mr. Norris,

We have reviewed the statutes that you noted in your email regarding TML Health's Interlocal Agreement. I have attached an updated Agreement with the new No. 10, which addresses Gov't Code 791(d)(3). After our review, the statute does not specify that Gov't Code 791(e) must be included as a provision in an interlocal contact.

Please let me know if you have any questions.

Thank you,

Emily Buchanan
Staff Attorney

T: 512.719.6711
F: 512.719.6711

TML Health Benefits Pool

1821 Rutherford Lane, Suite 300
Austin, Texas 78754

Remittance Address:
PO Box 140167
Austin, Texas 78714-0167

@tmlhealth

CONFIDENTIALITY NOTICE: The information contained in this transmission, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited by Federal law. If you are not the intended recipient of this message, you are notified that you may not disclose, print, copy, or disseminate this information. If you have received this transmission in error, please reply to the sender and delete or destroy the message. Unauthorized interception of this transmission may be a violation of criminal law.

From: Elliott, Sandy <Sandy.Elliott@amarillo.gov>
Sent: Tuesday, April 20, 2021 8:37 AM
To: Tammy Wassenaar <Tammy.Wassenaar@tmlhb.org>

Cc: McGraw, Randy <Randy.McGraw@hubinternational.com>
Subject: FW: Important Email from TML Health

CAUTION:Encrypted Attachment Warning-- Be careful with this attachment. This message contains an encrypted attachment that cannot be scanned for malicious content. Avoid downloading it unless you know the sender and are confident that this email is legitimate.

CAUTION:This email originated from outside TML Health. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Tammy,

Legal reviewed the attached Non-Risk Interlocal Agreement and their comments after reviewing are noted below. Please let me know your thoughts after reviewing. I attached the 2 associated documents we received just so everything relating to this is in one email.

Best regards,
Sandy

Subject: RE: Review Request - TML Health Non-Risk Interlocal Agreement Due to PEBA Dissolving

Sandy:
The ILA sample submitted by TML is statutorily deficient. Unless I missed the two clauses highlighted below, then you need to contact TML and ask them for a revised ILA that meets all of the statutory requisites on the face of the ILA. Below is the law which I believe they have overlooked. (Chapter 791 of Gov't Code is the Interlocal Agreement Act):

SUBCHAPTER B. GENERAL INTERLOCAL CONTRACTING AUTHORITY

Sec. 791.011. CONTRACTING AUTHORITY; TERMS.

(a)- (c) . . .

(d) An interlocal contract **must**:

(1) **be authorized** by the governing body of each party to the contract unless a party to the contract is a municipally owned electric utility, in which event the governing body may establish procedures for entering into interlocal contracts that do not exceed $100,000 without requiring the approval of the governing body;

(2) **state** the purpose, terms, rights, and duties of the contracting parties; and

(3) **specify** that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

(e) An interlocal contractual payment **must** be in an amount that fairly compensates the performing party for the services or functions performed under the contract.

I noticed the TML-ILA, their second recital mentions the governing body, so they covered that requirement. TML may wish to add to that second recital to add the statement about payment from current revenues available and that the parties agree the payment fairly compensates the performing party.

From: Tammy Wassenaar [mailto:Tammy.Wassenaar@tmlhb.org]
Sent: Tuesday, March 23, 2021 5:29 PM
To: Hibbs, Frances
Subject: Important Email from TML Health

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Dear Frances Hibbs,

Please see attached letter from TML Health Executive Director, Jennifer Hoff regarding important information about Public Employee Benefits Alliance (PEBA).

Tammy Wassenaar
Executive Administrative Specialist

C: 737.610.4189
T: 512.719.8352
F: 512.719.8352

TML Health Benefits Pool

1821 Rutherford Lane, Suite 300
Austin, Texas 78754

@tmlhealth



Elliott, Sandy

From: McGraw, Randy <Randy.McGraw@hubinternational.com>
Sent: Tuesday, March 30, 2021 5:39 PM
To: Elliott, Sandy
Subject: RE: PEBA Dissolving - Standard Life Insurance

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: PEBA

Good afternoon Sandy,

I don't see anything in their agreement that would need to be changed. It's nice to see one without he indemnification et cetera issues embedded in it.

Randy McGraw, CEBS
Direct Dial: 915-206-6052
Confidentiality Notice: This electronic message, together with its attachments, if any, is intended to be viewed only by the individual to whom it is addressed. It may contain information that is privileged, confidential, protected health information and/or exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without our prior permission. If the reader of this message is not the intended recipient or if you have received this communication in error, please notify us immediately by return email and delete the original message and any copies of it from your computer system

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From: Elliott, Sandy [mailto:Sandy.Elliott@amarillo.gov]
Sent: Tuesday, March 30, 2021 8:11 AM
To: McGraw, Randy
Subject: [EXTERNAL] FW: PEBA Dissolving - Standard Life Insurance

Randy,

See email below from Standard regarding PEBA dissolving. We are required to sign the Non-Risk Interlocal Agreement. I reviewed the information in the Agreement and just wanted to make sure that the language in the Agreement aligns with the current PEBA arrangement with our EAP provider.

Please let me know your thoughts.

Thanks,
Sandy

AMARILLO
human resources

601 S. Buchanan
P.O. Box 1971
Amarillo, TX 79105-1971
Ofc. (806) 378-9379
Cell. (806) 626-6177
Fax. (806) 378-9043
http://amarillo.gov

Sandy Elliott
Benefits Manager
Sandy.Elliott@amarillo.gov

From: mlovato <mlovato@deeroaks.com>
Sent: Monday, March 29, 2021 4:47 PM
To: Elliott, Sandy <Sandy.Elliott@amarillo.gov>
Subject: RE: PEBA Dissolving - Standard Life Insurance

Hi Sandy,
Sure thing! Yes please sign to acknowledge that TML Health is taking over for PEBA.

Thanks!

Monique

From: Elliott, Sandy <Sandy.Elliott@amarillo.gov>
Sent: Monday, March 29, 2021 4:43 PM
To: mlovato <mlovato@deeroaks.com>
Subject: RE: PEBA Dissolving - Standard Life Insurance

Monique,

Thanks for the quick response!

Do we need to sign the Interlocal Agreement?

Sandy

AMARILLO
HUMAN RESOURCES

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Amarillo, TX 79105-1971
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Cell. (806) 626-6177
Fax. (806) 378-9043
http://amarillo.gov

Sandy Elliott
Benefits Manager
Sandy.Elliott@amarillo.gov

From: mlovato <mlovato@deeroaks.com>
Sent: Monday, March 29, 2021 4:39 PM
To: Elliott, Sandy <Sandy.Elliott@amarillo.gov>
Subject: RE: PEBA Dissolving - Standard Life Insurance

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.
Hi Sandy,
Thank you for reaching out :)

Yes we are all set and there will be no changes to our agreement with the city through 12/31/2022 especially as our PEBA agreement runs beyond that until 10/21/2023. TML Health is simply taking over for PEBA and the small upside is that Amarillo will not have to pay PEBA dues for 2022 or 2023 as TML Health will not be charging dues.

So everything is staying the same in regards our agreement with the City of Amarillo. Please let me know if you have any additional questions or would like to set up some time to further discuss.

Thanks again Sandy!

Monique Lovato
Senior Account Manager
mlovato@deeroaks.com
210-569-8154 Direct Line
1-866-327-2400 Toll Free 24/7 Access

From: Elliott, Sandy <Sandy.Elliott@amarillo.gov>
Sent: Monday, March 29, 2021 3:46 PM
To: mlovato <mlovato@deeroaks.com>
Subject: FW: PEBA Dissolving - Standard Life Insurance

Monique,

I received this attached email from PEBA stating they were dissolving. I just wanted to make sure how this would impact the City's rates. Our rates are guaranteed through 12/31/2022 per the signed agreement. I want to confirm that you are requiring employers to sign the TML Health's Non-Risk Interlocal Agreement. By signing this agreement, what is TML Health's future role? Plus if there is anything else that I would need to know as a result of this change.

Best regards,
Sandy

AMARILLO
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http://amarillo.gov

Sandy Elliott
Benefits Manager
Sandy.Elliott@amarillo.gov

C

County of Potter

STATE OF TEXAS
SANTA FE BUILDING

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

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

SHERRI AYLOR, PCC
TAX ASSESSOR-COLLECTOR

May 13, 2021

City of Amarillo
LeAnn Gallman, City Secretary Interim
PO Box 1971
Amarillo, TX 79105-1971

Ms. Gallman:

Potter County, as Trustee, has agreed to sell the property located at 805 S Florida St to Stephanie Baeza for $11,599.03 as a private sale. We have received their payment for the property. Please place this item on your governing body's May 25, 2021 agenda for their deed approval and signature(s).

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

Sincerely,

SHERRI AYLOR, PCC
Tax Assessor-Collector

SA/cm

Enclosure

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	May 25, 2021	**Council Priority**	Consent Agenda
Department	Planning and Development Services		
Contact	Andrew Freeman Managing Director Planning and Special Projects		

Agenda Caption

Consideration of an Aviation Clear Zone Easement being 4,650 feet above mean sea level above the plat of South Georgia Place Unit No. 38, an addition to the City of Amarillo, being an unplatted tract of land in Section 183, Block 2, A.B.&M. Survey, Randall County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat South Georgia Place Unit No. 38.

To ensure safety of operation and protection of air traffic operating into and out of the airport, future physical development around the airport needs to be regulated. In 1981, the Texas Legislature enacted the Airport Zoning Act, cited as Chapter 241 of the Local Government Code, which authorized cities in the state to establish and administer regulations pertaining to the height of structures and compatible land uses in the vicinity of the airport. One of the tools established in the Amarillo Code of Ordinances that allows the City of Amarillo to regulate this type of development is the Airport Height Hazard and Zoning Regulations (Chapter 4-9) which establishes minimum requirements to control the height and use of structures that may develop in the vicinity of the airport.

The ACZ Easement document is established during the platting of a tract of land to set the height regulations for noting on the associated plat, and the legal document is signed by the owner/developer of the tract. The placement of the note on the plat ensures that the height regulation is easily found by any future owner of the tract of land. Each ACZ Easement has an associated height regulation that is determined by the tract's proximity and location around the airport. For example, areas at the end of the runway will likely have a lower height regulation that ones at the same distance that are located adjacent to the length of the runway. The reason for this is because aircraft taking off or landing will need to be at a lower altitude during its approach or departure portion of the traffic pattern for the each associated runway.

This ACZ Easement is establishing a height regulation of 4,650 feet above mean sea level for the plat of South Georgia Place Unit No. 38.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO®
CITY MANAGER

Requested Action

Planning Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City Council Consideration as a consent agenda item.

Funding Summary

The Easement is being granted to the City at no cost.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone Easement.

AVIATION CLEAR ZONE EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF RANDALL §

WHEREAS, Dustin Eggleston, hereinafter called "GRANTOR," whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

Aviation Clear Zone Easement being 4,650 feet above mean sea level above the plat of South Georgia Place Unit No. 38, an addition to the City of Amarillo, being an unplatted tract of land in Section 183, Block 2, A.B.&M. Survey, Randall County, Texas.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does for himself, his successors and assigns, GRANT, BARGAIN, SELL AND CONVEY unto the City of Amarillo, Texas, hereinafter called GRANTEE, its successors and assigns, for the use and benefit of the public, and easement and right-of-way appurtenant to Rick Husband Amarillo International Airport for the unobstructed passage of all aircraft, "aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, by whomsoever owned or operated, in the airspace above GRANTOR'S above-described property; together with the right to cause in all airspace such noise, vibration, fumes, dust, fuel particulates and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at, on, over the above described property; and GRANTOR, his successors, executors, heirs or assigns, does hereby fully waive, remise and release any right, cause of action, and damage which it may now have or which it may have in the future against GRANTEE, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particulates and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating near or on Rick Husband Amarillo International Airport or over the described property.

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,650 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4,650 feet above mean sea level.

TO HAVE AND TO HOLD said aviation clear zone easement, passage easement, and rights-of-way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until Rick Husband Amarillo International Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and that these covenants and agreements shall run with the land, and that for the purposes of this

instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the_____day of_____, 2021.

GRANTOR

_____

Dustin Eggleston

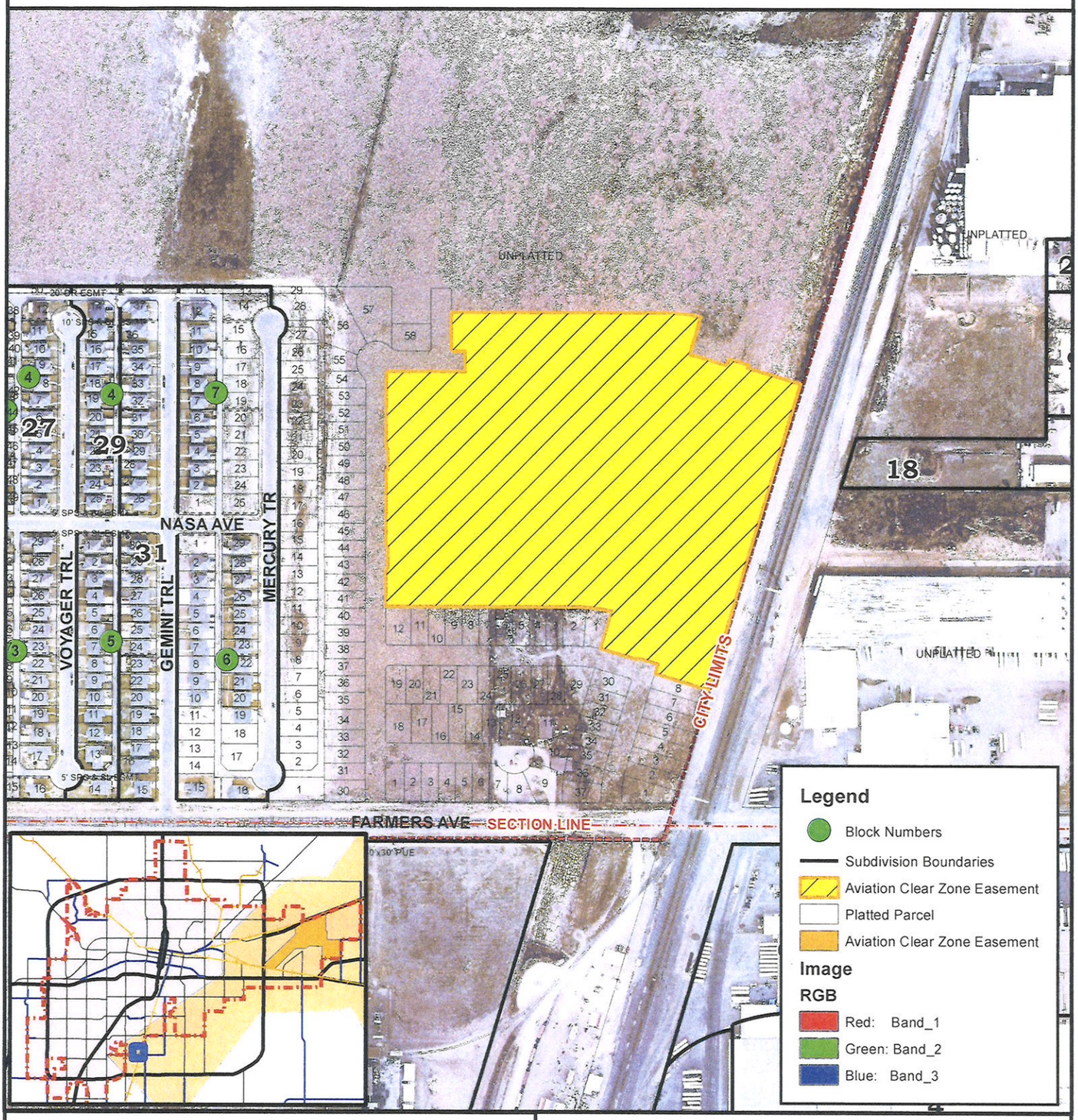
THE STATE OF_____ §

COUNTY OF_____ §

This instrument was acknowledged before me on this the_____day of _____, 2021, by Dustin Eggleston.

_____

AVIATION CLEAR ZONE EASEMENT



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 400 feet
Date: 4/13/2021
Case No: ACZ-21-03

N
W E
S

Aviation Clear Zone Easement being 4,650 feet above mean sea level above the plat of South Georgia Place Unit No. 38, an addition to the City of Amarillo, being an unplatted tract of land in Section 183, Block 2, A.B.&M. Survey, Randall County, Texas.

Vicinity: S. Georgia St & E. Farmers Ave

Applicant: Dustin Eggleston for Betenbough Homes

AP: M-16

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.

E

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date		**Council Priority**	Public Safety
Department	Police		
Contact	Martin Birkenfeld		

Agenda Caption

Approve the purchase of Mechanical and Technological parts to refurbish surveillance vehicle. This surveillance vehicle is used for audio and video documentation of covert investigations and various elements of surveillance.

Crime Point $52,023.00

Agenda Item Summary

This surveillance vehicle is used for audio and video documentation of covert investigations and various elements of surveillance.

Requested Action

Request Council Approval to award to Crime Point for $52,023.00

Funding Summary

The funding source for the refurbishment of this vehicle is 26200.68710 - Seized Funds.

Community Engagement Summary

N/A

Staff Recommendation

Recommend approval.

Bid No. 6947 Surveillance Vehical Repair of Mechanical & Technological
Opened 4:00 p.m. April 29, 2021

To be awarded as one lot	CRIME POINT	
Line 1 Recording System Upgrade, per specifications		
1 ea		
Unit Price	$12,000.000	
Extended Price		12,000.00
Line 2 DC Circuit Upgrade, per specifications		
1 ea		
Unit Price	$6,500.000	
Extended Price		6,500.00
Line 3 Battery and Charger Upgrade, per specifications		
1 ea		
Unit Price	$4,200.000	
Extended Price		4,200.00
Line 4 Antennacam HD Low Light Roof Mounted Camera, per specifications		
1 ea		
Unit Price	$9,899.000	
Extended Price		9,899.00
Line 5 Antenna HD Periscope Retrofit Mounting Plate, per specifications		
1 ea		
Unit Price	$225.000	
Extended Price		225.00

To be awarded as one lot	CRIME POINT	
Line 6 Hermitcam Extended Zoom Hermit Cam, per specifications		
1 ea		
Unit Price	$4,199.000	
Extended Price		4,199.00
Line 7 Perimeter Camera and Ladder Rack Upgrade, per specifications		
1 ea		
Unit Price	$6,500.000	
Extended Price		6,500.00
Line 8 Upgrade Air Conditioner on Existing Surveillance Van, per specifications		
1 ea		
Unit Price	$8,500.000	
Extended Price		8,500.00
Bid Total		52,023.00
Award by Vendor		$52,023.00
City		Camarillo, CA

F

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	May 25, 2021	**Council Priority**	Transportation
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas		

Agenda Caption

CONSIDER APPROVAL – Change Order 2 for Bid #6975/Project #462156 – FY 20/21 Street Maintenance Community Investment Program, Proposition 1

This item is to consider approval of Change Order 2 to the construction contract for the FY 20/21 Street Maintenance project to: Intermountain Slurry Seal Inc. in the amount of $662,189.27.

Original Contract Amount - $5,654,176.08
Previous Change Orders - $296,231.68
Current Change Order - $662,189.27
Total Revised Contract - $6,612,597.03

Agenda Item Summary

The purpose of this Change Order 2 is to add street resurfacing to additional arterial and collector streets, and to adjust the quantity and type of resurfacing for some residential streets within the project. These changes will ensure that the right product is used on the right roads at the right time.

Requested Action

Consider approval of the change order for execution by City Manager.

Funding Summary

Funding for this change order will be available in the Project Budget Number 462156. Funding for this project was approved in the FY 16/17 – FY 20/21 Community Investment Program Budget. The construction expenses for this project are funded from the Proposition 1 Bonds.

Community Engagement Summary

The impact of this change order during construction at any one residential location will be modest and brief. City staff has updated the public with a public meeting, as well as press releases, public announcements, and an interactive web based project status page. These efforts will continue throughout the project.

Staff Recommendation

City Staff is recommending approval and award of the change order.

Bid No. 6975 Best Value Bid for FY 16/17-20/21 Community Investment Program, Proposition 1: Street & Drainage Improvements: Street Maintenance
Opened 4:00 p.m., May 13, 2021

To be awarded as one lot	Intermountain Slurry Seal	
Line 1 Furnish, haul, prepare and place Residential Microsurfacing system, (COA 4.22), per specifications		
457,774 sy		
Unit Price	$3.300	
Extended Price		$1,510,654.20
Line 2 Furnish, haul, prepare and place Arterial Microsurfacing system, (COA 4.22), per specifications		
226,049 sy		
Unit Price	$3.500	
Extended Price		$791,171.50
Line 3 Furnish, haul, prepare and place Cape Seal system, (COA4.22) & (TxDOT 3005), per specifications		
119,983 sy		
Unit Price	$6.250	
Extended Price		$749,893.75
Line 4 Furnish, haul, prepare and place Scrub Seal system, (TxDOT 3005) complete , per specifications		
520,435 sy		
Unit Price	$3.200	
Extended Price		$1,665,392.00
Line 5 Remove Reflectorized Pavement Markings Type I, Word, Symbol, Shape, Stop Bar, or Crosswalk (COA 4.20), per specifications		
276 ea		
Unit Price	$175.000	
Extended Price		$48,300.00
Line 6 Reflectorized Pavement Markings (Type II, White, Four inch (4"), Broken), (COA 4.20), per specifications		
24,980 lf		
Unit Price	$0.170	
Extended Price		$4,246.60
Line 7 Reflectorized Pavement Markings (Type II, White, Four inch (4"), Solid), (COA 4.20, per specifications		
45,935 lf		
Unit Price	$0.170	
Extended Price		$7,808.95

To be awarded as one lot		Intermountain Slurry Seal
Line 8 Reflectorized Pavement Markings (Type II, Yellow, Four inch (4"), Broken), (COA 4.20), per specifications		
20,380 lf		
Unit Price	$0.170	
Extended Price		$3,464.60
Line 9 Reflectorized Pavement Markings (Type II, Yellow, Four inch (4"), Solid), (COA 4.20), per specifications		
231,744 lf		
Unit Price	$0.170	
Extended Price		$39,396.48
Line 10 Reflectorized Pavement Markings (Type II, White, Eight inch (8"), Broken), (COA 4.20), per specifications		
500 lf		
Unit Price	$0.340	
Extended Price		$170.00
Line 11 Reflectorized Pavement Markings (Type II, White, Eight inch (8"), Solid), (COA 4.20), per specifications		
8,900 lf		
Unit Price	$0.340	
Extended Price		$3,026.00
Line 12 Reflectorized Pavement Markings (Type II, Yellow, Eight inch (8"), Solid), (COA 4.20), per specifications		
300 lf		
Unit Price	$0.340	
Extended Price		$102.00
Line 13 Reflectorized Pavement Markings (Type I,White, Twelve inch (12"), Solid), (COA 4.20), per specifications		
100 lf		
Unit Price	$10.000	
Extended Price		$1,000.00
Line 14 Reflectorized Pavement Markings (Type I, White, Twenty-four inch (24"), Solid), (COA 4.20), per specifications		
1,100 lf		
Unit Price	$12.000	
Extended Price		$13,200.00

To be awarded as one lot	Intermountain Slurry Seal	
Line 15 Reflectorized Pavement Markings (Type I, White, Arrow, Straight), (COA 4.20), per specifications		
5 ea		
Unit Price	$200.000	
Extended Price		$1,000.00
Line 16 Reflectorized Pavement Markings (Type I, White, Arrow, Right Turn), (COA 4.20), per specifications		
30 ea		
Unit Price	$175.000	
Extended Price		$5,250.00
Line 17 Reflectorized Pavement Markings (Type I, White, Arrow, Left Turn), (COA 4.20), per specifications		
120 ea		
Unit Price	$175.000	
Extended Price		$21,000.00
Line 18 Reflectorized Pavement Markings (Type I, White, Arrow, Straight/Right Turn), (COA 4.20), per specifications		
2 ea		
Unit Price	$500.000	
Extended Price		$1,000.00
Line 19 Reflectorized Pavement Markings (Type I, White, Crosswalk, Type A), (COA 4.20), per specifications		
44 ea		
Unit Price	$650.000	
Extended Price		$28,600.00
Line 20 Reflectorized Pavement Markings (Type I, White, Lettering), (COA 4.20), per specifications		
20 ea		
Unit Price	$500.000	
Extended Price		$10,000.00
Line 21 Reflectorized Pavement Markings (Type I,White, Bicycle Lane Marking), (COA 4.20), per specifications		
5 ea		
Unit Price	$1,000.000	
Extended Price		$5,000.00

To be awarded as one lot	Intermountain Slurry Seal	
Line 22 Street Repair, including saw cuts, compaction, tack coat, remove and replace hot-mix asphaltic concrete (HMAC) and flex base, installed per COA Street Repair detail (COA 4.02, 4.07, and 4.17), per specifications		
1,500 sy		
Unit Price	$123.000	
Extended Price		$184,500.00
Line 23 Asphalt Repair, including saw cuts, compaction, tack coat, remove and replace hot-mix asphaltic concrete (HMAC) of varying thickness, installed per COA Street Repair detail (COA.02, 4.07 and 4.17), per specifications		
1,000 sy		
Unit Price	$99.000	
Extended Price		$99,000.00
Line 24 Water Valve Box Adjustment, installed complete, per specifications		
10 ea		
Unit Price	$1,000.000	
Extended Price		$10,000.00
Line 25 Manhole Adjustment, installed complete, per specifications		
5 ea		
Unit Price	$1,700.000	
Extended Price		$8,500.00
Line 26 Furnish, install, and maintain Traffic Control Plan, (COA 9.04), per specifications		
1 ls		
Unit Price	$240,000.000	
Extended Price		$240,000.00
Line 27 Mobilization / Demobilization including Insurance, Payment Bond, Performance Bond, Maintenance Bond, and related Ancillary Costs. (Shall not exceed five percent (5%) of the Total Construction Cost) (COA 10.01), per specifications		
1 ls		
Unit Price	$150,000.000	
Extended Price		$150,000.00

To be awarded as one lot	Intermountain Slurry Seal	
Line 28 Tree Trimming (TxDOT Item 752), per specifications		
1,500 ea		
Unit Price	$25.000	
Extended Price		$37,500.00
Line 29 Relocation of Vehicles, per specifications		
1 ls		
Unit Price	$15,000.000	
Extended Price		$15,000.00
TOTAL BID - PROJECT NO. 462156		$5,654,176.08
Change Order #1		$296,231.68
Change Order #2		$662,189.27
Revised Total		$6,612,597.03



Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	May 18, 2021	**Council Priority**	Fiscal Responsibility, Best Practices, Customer Service
Department	Public Works - Fleet Services Division		
Contact	Glenn Lavender, Fleet Services Superintendent		

Agenda Caption

CONSIDER: Purchase approval of replacement vehicle for Fire Department. Pumper Style Fire Truck

Award to: Lone Star Emergency Group $619,273.00
HGAC contract #FS12-17

Agenda Item Summary

Scheduled replacement of unit 6911, 2007 Ferrara Fire Truck/Pumper Style. New Fire Truck will be used for daily operational requirements. Vehicle 6911 has reached or exceeded its useable life cycle.

Requested Action

Recommend approval of Fire Truck/Pumper Style purchased through Lone Star Emergency Group.
This is a HGAC Contract Purchase using contract number FS12-19

Funding Summary

Funding for this purchase will be from 61120.84100, Fleet Services Rolling Stock.
Cost $612,273.00

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends purchase approval of the Fire Truck using HGAC contract.

Bid No. 7042 Fire Truck Pumper
Opened 4:00 p.m. May 6, 2021

To be awarded as one lot	LONE STAR EMERGENCY GROUP	
Line 1 Cinder Custom Rear Mount Pumper FC 19LC03, per specifications		
1 ea		
Unit Price	$723,184.000	
Extended Price		723,184.00
Line 2 Applied Discounts, per specifications		
1 ea		
Unit Price	($105,911.000)	
Extended Price		(105,911.00)
Line 3 HGAC Contract Fee, per specifications		
1 ea		
Unit Price	$2,000.000	
Extended Price		2,000.00
Bid Total		619,273.00
Award by Vendor		$619,273.00
City		Houston, TX

CITY OF AMARILLO, TEXAS
Vendor List For Quote 7042
FIRE TRUCK PUMPER

Date Mailed _____

Date to Open 05/06/2021 4:00 PM

468183 LONE STAR EMERGENCY GROUP LLC
4553 ALDINE BENDER
HOUSTON TX 77032
Salutation Name:
Professional Title: EXECUTIVE ASSISTANT
Phones: 832 995-3646
FAX 832 779-5699

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	May 18, 2021	**Council Priority**	Fiscal Responsibility, Best Practices, Customer Service
Department	Public Works – Fleet Services Division		
Contact	Glenn Lavender – Fleet Services Superintendent		

Agenda Caption

Consider: Purchase of Fire Truck- Ladder Style 77'

Award to: Lone Star Emergency Group $1,044,164.00
HGAC Contract #FS12-19

Agenda Item Summary

Scheduled replacement for unit 6502, 2004 American LaFrance Ladder truck. New Fire truck will be used for daily departmental operations. Unit 6501 has reached or exceeded its expected life cycle

Requested Action

Recommend purchase approval for Fire Truck – Ladder Style 77' through Lone Star Emergency Group using current HGAC contract # FS12-19.

Funding Summary

Funding for this purchase will be from 61120.84100, Fleet Services Rolling Stock.
Cost $1044,164.00

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends purchase approval of the Fire Truck using HGAC contract.

Bid No. 7043 Fire Ladder Style
Opened 4:00 p.m. May 6, 2021

To be awarded as one lot	LONE STAR EMERGENCY GROUP	
Line 1 Crash Rescue Fire Truck-Ladder Style Inferno HD 77 Rear Mount Ladder, per specifications		
1 ea		
Unit Price	$1,122,881.000	
Extended Price		1,122,881.00
Line 2 Discount, per specifications		
1 ea		
Unit Price	($80,717.000)	
Extended Price		(80,717.00)
Line 3 HGAC Contract Fee, per specifications		
1 ea		
Unit Price	$2,000.000	
Extended Price		2,000.00
Bid Total		1,044,164.00
Award by Vendor		$1,044,164.00
City		Houston, TX

Date Mailed _____

Date to Open 05/06/2021 4:00 PM

468183 LONE STAR EMERGENCY GROUP LLC
4553 ALDINE BENDER
HOUSTON TX 77032
Salutation Name:
Professional Title: EXECUTIVE ASSISTANT
Phones: 832 995-3646
FAX 832 779-5699

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Amarillo City Council
Agenda Transmittal Memo

Meeting Date	May 25, 2021	**Council Priority**	Customer Service
Department	Transportation / 1731		
Contact	Donny Hooper, Director of Public Works		

Agenda Caption

CONSIDER AWARD – Bid #7012

This item is to consider award of a contract to purchase video and radar detection equipment with signal performance measures software.
Iteris, Inc. - $128,232.00

Agenda Item Summary

These detection systems will be installed on Coulter Street from Wallace to Sleepy Hollow. They will be used to monitor the presence of vehicles at each intersection as well as send information such as traffic counts and signal timing to the Traffic Management Center. These items are for Phase 4 of the Traffic Signal improvement project to update technology and run Signalized Intersections efficiently.

Requested Action

Consider approval and award to the lowest bidder, Iteris, Inc. in the amount of $128,232.00. This is a first-time purchase for this type of detection system.

Funding Summary

Funding for this purchase is available in Prop 1 Bond job, 462025.17400.2040 Traffic Signal Improvements. The cost, $128,232.00, is 4% less than budgeted, no state or federal funds will be used for these materials.

Community Engagement Summary

N/A.

Staff Recommendation

City Staff is recommending approval of this bid as offered.

Bid No. 7012 Traffic System Video Detection Sstem
Opened 4:00 p.m., April 15, 2021

To be awarded as one lot.		ITERIS INC.
Line 1 Vantage GeneXT, Shelf-Mount for TS2 Application, per specifications		
7 ea		
Unit Price	$7,500.000	
Extended Price		52,500.00
Line 2 Vantage Vector Sensor Unit for Vantage GeneXT Patform, per specifications		
12 ea		
Unit Price	$3,400.000	
Extended Price		40,800.00
Line 3 8" Color LCD Monitor, 1 Composite Video Input, per specifications		
6 ea		
Unit Price	$150.000	
Extended Price		900.00
Line 4 Vantage Gene XT WDR Camera, Includes Next-Cam-Shipkit, per specifications		
13 ea		
Unit Price	$1,050.000	
Extended Price		13,650.00
Line 5 Camera Bracket, 1-Piece Adjustable Stellar, 74" Tub, 62" Cable, Alum, per specifications		
13 ea		
Unit Price	$144.000	
Extended Price		1,872.00

To be awarded as one lot.		ITERIS INC.
Line 6 Outdoor, UV Resistant, Cat5E Bulk Cable, per specifications		
7 ea		
Unit Price	$230.000	
Extended Price		1,610.00
Line 7 Traffic Signal Installaion and Integration Assistant, Includes SPM Service per specifications		
14 ea		
Unit Price	$350.000	
Extended Price		4,900.00
Line 8 SPM Services per Intersection for 1- Years, Including Set-Up, per specifications		
6 ea		
Unit Price	$2,000.000	
Extended Price		12,000.00
Bid Total		128,232.00
Award by Vendor		128,232.00
City		Santa Ana, CA

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	May 25, 2021	Council Priority	N/A

Department	Information Technology – Rich Gagnon

Agenda Caption

Award – Software Licensing:
CDW-G -- $51,438.00

This item represents the purchase of software licensing to provide anti-virus and malware protection for the City's physical and virtual desktops and servers.

Agenda Item Summary

28 Deep Security licenses will provide anti-virus and malware protection for VM hosts operating the City's server infrastructure. For physical and virtual desktop computers, IT continues to transition from Trend Micro to a Microsoft product as an equivalent alternative to reduce costs. The 650 Smart Protect licenses are still needed for the upcoming year but reflect a net reduction of 1350 licenses since the product was first deployed in 2019.

Requested Action

Approval of award to CDW-G in the amount of $51,438.00.

Funding Summary

This is a budgeted expense and will be funded from 62021.69300.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 7040 TREND MICRO SOFTWARE LICENSES
Opened 4:00 p.m. March 3, 2021

To be awarded as one lot	CDW-G INC	
Line 1 Subscription License Renewal MFG Part #DXRA0587, per specifications		
20 ea		
Unit Price	$1,201.000	
Extended Price		24,020.00
Line 2 Subscription License Renewal MFG Part #DXRA0587, per specifications		
8 ea		
Unit Price	$1,201.000	
Extended Price		9,608.00
Line 3 Subscription License Renewal MFG Part #DXRA0587, per specifications		
8 ea		
Unit Price	$0.000	
Extended Price		0.00
Line 4 Trend Micro Smart Protection Complete-Maintenance Renewal - 1 user, per specifications		
650 ea		
Unit Price	$27.400	
Extended Price		17,810.00
Bid Total		51,438.00
Award by Vendor		$51,438.00
City		Vernon Hills, IL



Date Mailed _____

Date to Open 05/03/2021 4:00 PM

116522 CDW/G INC
200 N MILWAUKEEAVE
VERNON HILLS IL 60061

Phones:		847	465-6000
	FAX	312	705-9460 SUBMIT PO
	FAX	312	752-3582
		877	499-8914
		312	547-2293 CHRIS
	800#	800	808-4239
		866	228-4249

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Amarillo City Council
Agenda Transmittal Memo

Meeting Date	May 11, 2021	**Council Priority**	
Department	Parks and Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDER AWARD OF BID #7022 FOR LIQUID CHLORINE TO CHLORINATE/ DISINFECT AMARILLO THOMPSON POOL.
Total cost - $57,600.00.

This item maintains chemical levels, eliminates microorganisms, bacteria, and algae in a commercial size pool. Improves water quality in a liquid form of Sodium Hypochlorite 12.5% NaClO.

Agenda Item Summary

This item maintains chemical levels, eliminates microorganisms, bacteria, and algae in a commercial size pool. Improves water quality in a liquid form of Sodium Hypochlorite 12.5% NaClO.

Specification – Chemical

- 2.1.1 To be Sodium Hypochlorite Minimum 12.5%
- 2.1.2 Synonyms: Bleach, Chlorine Bleach, Hypochlorous Acid, Sodium salt, NaOCl
- 2.1.3 INCI: Sodium Hypochlorite
- 2.1.4 Chemical Formula: NaClO
- CAS # 7681-52-9
- Hazard: GHSO5 Corrosive
- GHSO9 Environmental Hazard

Delivery Specification

- 2.2.1 To be delivered in bulk to the City of Amarillo Thompson Park Pool into a fixed 500-gallon container. All delivery cost shall be F.OB. 3500 Chaparral Amarillo, Texas 791.07.

Load Acceptance

- Loads Only accepted during normal business hours 8:00 a.m. to 4:30 p.m. CTS, Monday thru Friday at the Thompson Park Pool
- Delivery within 48 hours of notification.
- No minimum loads
- Driver must assist with unloading.
- Insurance Required 2.04

This is a one (1) year contract with options to renew for one (1) additional one (1) year period, if agreeable by both parties.

Requested Action

Approval and authorization for City Manager to execute agreement.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Funding Summary
Funds for the liquid chlorine bid are available in the FY2020/21 Aquatics budget 1840.51350

Community Engagement Summary
n/a

Staff Recommendation
Staff recommends approval.

Bid No. 7022 LIQUID CHLORINE ANNUAL CONTRACT
Opened 4:00 p.m. April 29, 2021

To be awarded as one lot	BRENNTAG SOUTHWEST, INC.	
Line 1 Annual Contract for Liquid Chlorine for City Swimming Pools, per specifications		
10,000 ga		
Unit Price	$5.760	
Extended Price		57,600.00
Bid Total		57,600.00
Award by Vendor		$ 57,600.00
City		Borger, TX

L

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	May 25, 2021	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER – Approval of Supplemental Agreement No. 1 between the City of Amarillo (Rick Husband Amarillo International Airport) and Consolidated Nuclear Security LLC (CNS).

Agenda Item Summary

This supplemental agreement extends the CNS/Pantex lease agreement for rental of 3 on-airport buildings for an additional 2 months (June 1, 2021 through July 31, 2021) in order to allow the Airport and CNS/Pantex additional time to finalize a new multi-year lease agreement.

Requested Action

Please approve the supplemental agreement.

Funding Summary

This is a revenue agreement.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of the supplemental agreement no. 1.

LEASE FOR REAL PROPERTY	**LEASE NO.** 47932 (NEST Compound) Supplemental Agreement No. 1	**DATE May 31, 2021** **PAGE 1 of 1**
ADDRESS OF PREMISES	**10801 Airport Boulevard Amarillo, Texas 79111**	

THIS SUPPLEMENTAL AGREEMENT is made and entered into this date by and between **City of Amarillo, Texas,** the "Lessor," and **Consolidated Nuclear Security LLC (CNS),** the "Company".

WITNESSETH: The parties hereto, for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Parties agree to extend the current lease agreement, dated June 6, 2006, and attached at Exhibit A, through July 31, 2021 at the following lease rate:

Two Month Extension

Period	Monthly
6/1/21-7/31/21	$2,438.22

IN WITNESS WHEREOF, the parties hereto subscribe their name as of the date first written above.

Consolidate Nuclear Security, LLC.

By: Brittney M Crass Digitally signed by Brittney M Crass Date: 2021.05.13 14:01:50 -04'00'

Date:_____

City of Amarillo, Texas

By:_____

Date: _____

BWXT Pantex P.O. Box 30020 Amarillo, Texas 79120 806/477-3000

COPY

Contract Number: 47932

BWXT PANTEX - CITY OF AMARILLO, TEXAS LEASE AGREEMENT

This lease is made and entered into by and between the CITY OF AMARILLO, TEXAS (LESSOR), a municipal corporation situated in the Counties of Potter and Randall, State of Texas, and BWXT Pantex, LLC (LESSEE), a Delaware company and a prime contractor to the United States Department of Energy, National Nuclear Security Administration (NNSA), having its principle office and place of business at P.O. Box 30020, Amarillo, Texas 79120, Carson County, Texas, upon the following terms, performable in Potter County, Texas.

W I T N E S S E T H:

1. **PREMISES.** LESSOR hereby leases and demises to LESSEE, and LESSEE hereby takes and leases from LESSOR, an area formerly known as the Strategic Air Command Munitions Maintenance Area which is entirely enclosed by a chain link fence and is comprised of approximately 143,244 square feet of ground (hereinafter referred to as "LAND") which includes Building 317 (15,000 sq. ft.), Building 314 (1,270.5 sq. ft.), and Building 315 (2,550.75 sq. ft.) (hereinafter referred to as "BUILDINGS") and being more particularly described as shown by Exhibit "A" attached hereto and made a part hereof for all purposes. LAND and BUILDINGS are hereinafter referred to as "PREMISES."

2. **TERM.** LESSOR agrees to and does hereby lease PREMISES for a period of five (5) years commencing on the 1st day of June 2006 and ending the 31st day of May 2011 unless sooner terminated as hereinafter provided. LESSEE is hereby granted the option to extend the Lease for two (2) additional periods of five (5) years exercised by written notice from LESSEE to LESSOR three (3) months before the end of the applicable term, whereupon said Lease shall be extended under the terms and conditions hereof at the then effective base rent adjusted for inflation.

INITIALS: _____ & _____
Lessor Lessee

3. **RENT.** LESSEE covenants and agrees to pay to the LESSOR as rent for said premises, the annual sum of Six Cents ($0.06) per square foot for LAND, One Dollar ($1.00) per square foot for Building 317, and Sixty Cents ($0.60) per square foot for Buildings 314 and 315. Rental payment shall be paid in four equal payments quarterly in advance at the office designated in Paragraph 26 on or before the first day of each quarter during the term hereof. In the event LESSEE exercises the option to extend this lease, the basic rental rate shall be adjusted at the beginning of each option to reflect changes in the purchasing power of the dollar, whether upward or downward, as follows:

   The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the month of March 2006. The difference between the index figure for March 2006 and the March immediately preceding the beginning of an extension option shall be determined and computed as a percentage of change. This percentage of the change shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent after the adjustment. If any change is made by the United States government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any lease extension option shall be made by the parties, and in the event the parties fail to reach agreement, then said adjustment shall be submitted to arbitration under the Rules of the American Arbitration Association.

4. **LATE PAYMENT CHARGE.** Other remedies for nonpayment notwithstanding, if the quarterly rent payment is not received by LESSOR on or before the 10th day after the due date, then LESSEE agrees to pay LESSOR a late payment charge of five

INITIALS: _____ & _____
Lessor Lessee

percent (5%) of the past due amount, said late payment charge to be paid immediately upon receipt by LESSEE of written notice from LESSOR of late payment.

5. **FAILURE TO PAY RENT.** Upon LESSEE's failure to pay the rent in advance or any late payment charge, as set forth herein above or to keep any of the covenants of this lease, after having received at least thirty (30) days written notice of such deficiencies from LESSOR, LESSOR may declare this lease forfeited, at its discretion, and its agent or attorney will have the right to enter and hold, occupy and repossess the entire premises described above without liability.

6. **TAXES.** LESSEE agrees to be responsible for and pay any property tax, special assessments and other taxes levied upon the PREMISES by the County, State or any other taxing body during the continuance of this lease or extension thereof.

7. **INDEMNITY - INSURANCE.** LESSEE agrees to indemnify and hold LESSOR harmless from and against all liability for injuries or death to persons or damage to property caused by any condition of PREMISES or by LESSEE's use or occupancy of PREMISES, or that of its agents or employees; provided, however, that LESSEE shall not be liable for any injury, damage or loss occasioned by any preexisting condition of PREMISES or by the sole negligence of LESSOR OR LESSOR's agents or employees; and provided further, that LESSEE shall give to LESSOR prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect LESSOR, and LESSOR shall have the right to compromise and defend the same to the extent of its own interests. LESSEE shall, at its own expense, at all times during the term of this lease and any extension or renewal hereof, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies of sound and adequate financial responsibility against all liability for accidents arising

INITIALS: _____ & _____
Lessor Lessee

out of or in connection with LESSEE's use and occupancy of the leased premises except when solely caused by LESSOR's negligence or that of LESSOR's agents or employees. At the time this Lease is executed, LESSEE shall furnish to LESSOR certificates evidencing such insurance, subject to the limitations set forth in respect to LESSOR's negligence, and LESSOR shall further be furnished with a certificate to the effect that such insurance shall not be canceled or materially changed without thirty (30) days actual prior notice to LESSOR. The types and minimum limits of such insurance shall be as follows:

Type	
Workers' Compensation	
Coverage A	Statutory
General Liability	
Coverage A – Each Occurrence	$500,000
Per Person	$250,000
Property Damage	$100,000
Fire and Extended Coverage	
Insure value of LESSEE's personalty, including improvements and betterments. Fire and Extended Coverage on LESSEE's insured property shall contain a waiver of subrogation in favor of LESSOR.	

Insurance coverage must include LESSOR as an Additional Insured for General Liability and a waiver of subrogation in favor of LESSOR in the Workers' Compensation policy. Failure to maintain the required insurance coverage shall be cause for immediate suspension of LESSEE's use of PREMISES and cancellation of this Lease. LESSOR shall, at its own expense, at all times during the term of this Lease or any renewal hereof, keep in force a fire and extended coverage policy insuring BUILDINGS against physical loss or destruction due to any and all risks including, but not limited to fire, wind storm, or other casualty in an amount sufficient to cover the full replacement value of BUILDINGS.

INITIALS: _____ & _____
Lessor Lessee

8. **DAMAGE OR DESTRUCTION OF BUILDINGS.** If the BUILDINGS, or any portion thereof, shall be partially damaged by fire, the elements, or other casualty, but not rendered unusable, the same shall be repaired by LESSOR and rent shall continue to be paid as agreed upon by this Lease Agreement. If the damage shall be so extensive as to render all or any part of BUILDINGS unusable, LESSOR shall have the option of terminating this Lease Agreement as to all or any of the unusable BUILDINGS or repairing all or any of the BUILDINGS. In the event LESSOR has elected to repair all or any of the unusable BUILDINGS, then there shall be a proportionate abatement of rentals due hereunder for the period beginning on the date the BUILDINGS or any portion thereof was rendered unusable until such time as BUILDINGS are rendered usable.

9. **MAINTENANCE OF BUILDINGS AND PREMISES.** Upon commencement of this lease, LESSEE shall accept and maintain the PREMISES, as well as the fixtures connected therewith, in their then current condition, state of repair and appearance at all times. Upon termination of this lease, LESSEE shall deliver up said PREMISES to LESSOR in the same condition, state of repair and appearance as at commencement of this lease, reasonable wear and tear alone being excepted.

10. **UTILITIES.** LESSEE will pay all utility charges for PREMISES. LESSOR shall ensure that separate metering of basic utilities (water, gas, and electricity) is available for the identified facilities.

11. **ALTERATIONS.** During the term hereof, LESSEE shall have the right, at LESSEE's sole expense, to erect upon PREMISES such buildings, fixtures, structures, additions and improvements as may be required in connection with LESSEE's operations hereunder, and to install therein and thereon such equipment and facilities as LESSEE may deem necessary and desirable; provided, however, that no such building, fixture, structure, addition or improvement shall be made or installed by

INITIALS: _____ & _____
Lessor Lessee

LESSEE without the prior written consent of LESSOR, and LESSEE covenants and agrees, prior to the installation or making of any such building, fixture, structure, addition or improvement, to submit the general plan, location, design and character thereof in accordance with the Airport Layout Plan to LESSOR for approval, which approval, LESSOR agrees shall not be unreasonably withheld or delayed. If any additions or alterations, including the installation of antennas or their towers, are higher than Building 317, LESSEE must provide LESSOR with the proposed height of the structure both in feet above ground level (AGL) and feet above sea level (MSL), as well as the latitude and longitude of the highest point of the proposed structure. LESSEE will obtain any required building permits for alterations and improvements made to PREMISES. The following alterations, the estimated cost of which will be agreed before work proceeds, will be performed to PREMISES by LESSOR at LESSEE's expense before occupancy by LESSEE:

- Installation of an eight (8) foot chain-link fence with three (3) strands of barbed wire on outriggers around the designated PREMISES (west and south boundaries) that ties in with the existing fence on the north and east boundaries.
- Installation of four (4) vehicle gates to provide access to the dock area and vehicle rollup door on the west side of Building 317, the lay-down area east of Building 317, and the rollup door on the south side of Building 315. (LESSEE will provide additional specifications on security fencing and gates separate from the Lease Agreement.)
- Installation of a LESSEE-furnished badge reader-controlled turnstile and a pedestrian gate on the walkway to the primary personnel door on the west side of Building 317. Associated conduit (electrical and badge reader system wiring) will be installed from the turnstile and/or reader pedestal (underground) into a terminal box in Building 317. (LESSEE will provide additional specifications on the turnstile and pedestrian gate, separate from the Lease Agreement.) LESSEE will be responsible for installation of the badge reader system.

INITIALS: _____ & _____
Lessor Lessee

- Installation of a commercial alarm system in Building 317 that is routed (through an auto-dialer) to the Pantex Operations Center for monitoring purposes. (LESSEE will provide additional specifications on the alarm system, separate from the lease agreement.)

LESSEE shall reimburse LESSOR for all costs associated with the above-listed alterations within thirty (30) days of the receipt by LESSEE of LESSOR's invoice therefore.

Except with regards to buildings and additions erected on PREMISES by LESSEE or at LESSEE's cost, all fixtures, improvements, structures, and other property brought, installed, erected, or placed by LESSEE in, on, or about the PREMISES shall be deemed to be personal property and remain the property of LESSEE and LESSEE shall have the right at any time during the term of this Lease Agreement or any extension thereof and for an additional period of sixty (60) days after the expiration or other termination of this Lease Agreement to remove any or all of its property from PREMISES, provided LESSEE is not in default in its payments to LESSOR hereunder and subject further to LESSEE's obligation to repair all damage, if any, resulting from such removal.

Any and all property not removed by LESSEE prior to the expiration of the aforesaid sixty (60) day period shall thereupon become a part of PREMISES and title thereto shall thereupon vest in LESSOR free of any liens or encumbrances, except that such sixty (60) day period may be extended by LESSOR at its discretion. LESSEE shall not permit any mechanic's, materialman's, or general contractor's lien or liens to be placed on PREMISES or alterations and improvements thereon during the term of this Lease or any extension thereof. In the event of filing of any such lien, LESSEE will promptly pay same. If LESSEE defaults in payment for more than twenty (20) days after its receipt of notice of the lien, LESSOR shall have the option to pay same

INITIALS: _____ & _____
Lessor Lessee

and LESSEE shall repay that amount, plus any reasonable expenses and interest, to LESSOR immediately upon rendition of a bill therefore from LESSOR. Notwithstanding the above, LESSEE shall have the right to protest or contest, in good faith, the amount or validity of the lien and LESSOR shall not take any action with respect to the lien while same is being protested or contested.

12. **USE OF PREMISES.** LESSEE covenants to use PREMISES for United States Department of Energy, National Nuclear Security Administration, work scope and purposes and for such other purposes as are lawful under the Ordinances of LESSOR. LESSEE agrees that in its use of PREMISES, LESSEE will comply with all applicable laws, ordinances, and regulations of the United States Government, the State of Texas, LESSOR, and any other governmental agency having jurisdiction and control over PREMISES and relating to LESSEE's occupancy and use of PREMISES.

13. **EXCLUSIVE RIGHT.** It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958.

14. **OTHER CONTRACT.** This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States relative to the operation and maintenance of the airport.

15. **RESERVATIONS.** LESSOR hereby reserves unto itself the following:
The right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of LESSEE and without interference or hindrance. The right, but not the obligation insofar as LESSEE is concerned, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of LESSEE in this

INITIALS: _____ & _____
Lessor Lessee

regard. The right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the LESSEE from erecting or permitting to be erected any building or other structure on the airport which, in the opinion of the LESSOR, would limit the usefulness of the airport, constitute a hazard to aircraft or conflict with the Airport Master Plan.

16. **RECAPTURE.** During any time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

17. **ASSIGNMENT.** LESSEE shall have the right to assign this Lease to the National Nuclear Security Administration (NNSA) or to the prime contractor for the Pantex Plant, provided, however, that such assignment to the prime contractor for the Pantex Plant shall occur only in the event NNSA awards the Prime Contract for the Pantex Plant to a prime contractor other than BWXT Pantex during the term of this Lease or any renewal hereof.

18. **RULES AND REGULATIONS.** LESSEE will observe and obey all laws, ordinances, rules, and regulations promulgated and in force by LESSOR and by any other proper authority having jurisdiction over the conduct of the operations at the Airport.

19. **SIGNS.** LESSEE shall not attach, affix, or permit to be attached or affixed upon the outside of the PREMISES, without the consent in writing of the Airport Manager, any signs, flags, placards, poles, wires, aerials, antennas, or fixtures excepting company logos and related distinguishing signs (DOE-required signage, e.g., No

INITIALS: _____ & _____
Lessor Lessee

Trespassing, Prohibited Articles, etc.) which can be attached to occupied buildings without hazard to surrounding areas as approved in writing by the Airport Manager.

20. **ACCESS.** Subject to reasonable notice, LESSOR, its officers, agents, or employees shall, during LESSEE's normal business hours and accompanied by LESSEE, have access to PREMISES, except designated security areas, for the purposes of examining the same to ascertain if they are in compliance with the requirements of this Lease; and LESSEE hereby agrees to provide LESSOR, its officers, agents, or employees easy, convenient, and unobstructed access to PREMISES.

21. **HAZARDOUS MATERIALS.** If LESSEE uses, stores, or generates any hazardous materials or wastes on PREMISES, LESSEE will obey all Federal, State, and Local laws governing such materials. In the event that hazardous materials are discharged on PREMISES, LESSEE will be responsible for all costs, fines, and activities related to the contamination and will provide LESSOR with proper documentation evidencing that a complete clean-up has occurred. LESSEE agrees to accept all liabilities related to the use, storage, disposal, and clean-up of all hazardous materials on PREMISES and to indemnify and hold LESSOR harmless for same, provided, however, that LESSOR is responsible for preexisting conditions. LESSOR confirms that there are no known environmental impacts with the site at this time. It is known that at one time, a 4,000-gallon underground storage tank was located on PREMISES. This tank was removed and appropriate environmental remediation was conducted at the site. There is no known residue remaining after clean-up. LESSEE will require a due diligence review prior to acceptance of PREMISES.

22. **WASTE AND CLEANING.** LESSEE shall keep PREMISES clean and shall dispose of all debris and waste matter that may accumulate. LESSEE will provide suitable

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Lessor Lessee

covered metal receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the demised premises is prohibited. As long as normal municipal services provide for the collection and disposal of waste or of certain types of waste in the same general area of the Airport, LESSEE may be served by same, provided that the LESSEE abides by the regulations and ordinances applicable thereto. In the event such service is not available or is discontinued, LESSEE will provide a complete and proper arrangement for the adequate and sanitary handling and disposal, away form the airport, of all trash, garbage, and other refuse caused as a result of the operation of its business.

23. **NONDISCRIMINATION.** LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person on the grounds of face, creed, color, national origin, condition of disability, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LESSEE assures that it will require that its covered sub-organizations provide assurances to LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations as required by 14 CFR Part 152, Subpart E, to the same effect.
24. **SECURITY AND SITE ACCESS.** LESSEE will access PREMISES through the vehicle gate at the Charlie Street entrance. LESSEE will ensure this gate is kept locked and secure. LESSEE is responsible for providing any security LESSEE deems necessary to protect PREMISES. LESSOR reserves the right to use, lease, and/or allow the use of buildings and grounds in the former Strategic Air Command munitions maintenance area to other tenants and users at LESSOR's discretion.

INITIALS: _____ & _____
Lessor Lessee

25. **TERMINATION.** Except as provided in Paragraph 5 above, if, at any time during the term of this Lease, either party considers terminating the Lease for breach of this Lease Agreement by the other party, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period, the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Lease by giving the other party sixty (60) days written notice of its intention to terminate; provided, however, neither party may give notice of its intention to terminate during the first ninety (90) days of operation under this Lease.

26. **NOTICES.** All notices or demands provided for which may be given by either party to the other under the terms of this lease shall be in writing, signed by the party giving the notice or making the demand, and shall be deemed validly served or delivered upon physical delivery or upon deposit in the United States mail, registered, returned receipt requested, postage and registration fees prepaid, addressed as follows:

TO LESSOR:
Richard McConnell
Airport Manager
Rick Husband Amarillo International Airport
City of Amarillo
10801 Airport Boulevard
Amarillo, TX 79111

Phone: (806) 335-1671
Fax: (806) 335-1672.

TO LESSEE:
Brad W. Brack
Contract Specialist
Procurement, Bldg 16-12F
BWXT Pantex, LLC
P.O. Box 30020
Amarillo, TX 79120

Phone: (806) 477-6192
Fax: (806) 477-3839

or to such other address as the addressee may designate by written notice to the other party delivered in accordance with the provisions of this lease.

INITIALS: _____ & _____
Lessor Lessee

27. **AMENDMENTS, ENTIRE UNDERTAKING.** This Lease shall not be altered, changed, amended, or extended except by instrument in writing signed by the parties hereto. This Lease contains the entire undertaking and understanding of the parties hereto, and LESSOR and LESSEE accepting the same, acknowledge that there is no other written or oral understanding or promises between the parties in respect to the demised PREMISES and that no representations except those that may be contained herein have been made to induce LESSOR or LESSEE to enter into this Lease.

28. **TITLES.** Titles and/or headings of the various paragraphs hereof are included merely for the convenience of reference.

IN WITNESS WHEREOF the parties have caused this Lease to be executed this day of June 6 2006.

ATTEST:

Donna DeRight

Donna DeRight, City Secretary

CITY OF AMARILLO

By: Alan M Taylor

Alan M. Taylor, City Manager

BWXT PANTEX, LLC

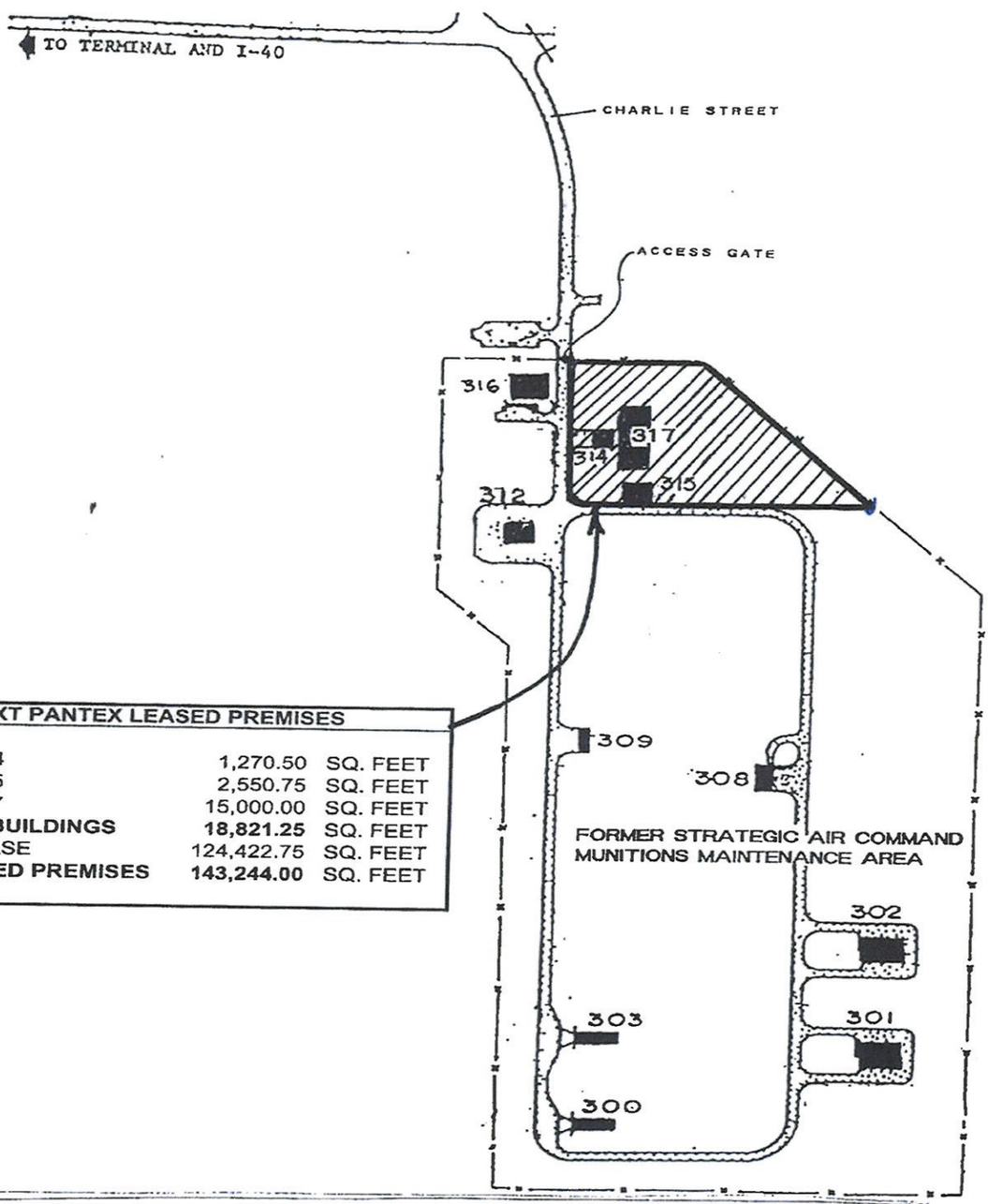
By: Brad W. Brack

Brad W. Brack, Contract Specialist

INITIALS: _____ & _____
Lessor Lessee

BWXT Pantex P.O. Box 30020 Amarillo, Texas 79120 806/477-3000

Contract Number: 47932



BWXT PANTEX LEASED PREMISES		
BUILDING 314	1,270.50	SQ. FEET
BUILDING 315	2,550.75	SQ. FEET
BUILDING 317	15,000.00	SQ. FEET
SUB-TOTAL BUILDINGS	**18,821.25**	SQ. FEET
GROUND LEASE	124,422.75	SQ. FEET
TOTAL LEASED PREMISES	**143,244.00**	SQ. FEET

EXHIBIT A
DEPARTMENT OF ENERGY PANTEX - CITY OF AMARILLO, TEXAS
LEASE AGREEMENT

12/

A

05/18/2021 _____

RESOLUTION NO. _____

A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS FOR THE REGULAR ELECTION FOR THE OFFICE OF MAYOR HELD IN THE CITY OF AMARILLO ON THE 1st DAY OF MAY 2021 FOR CITY OFFICES.

WHEREAS, on the 11th day of May, 2021, came on to be considered by the City Council the canvass of the returns of the City Officers Election held in the City of Amarillo on the 1st day of May, 2021, for the purpose of electing a Mayor, Councilmember, Place No. 1; Councilmember, Place No. 2; Councilmember, Place No. 3; Councilmember, Place No. 4; and

WHEREAS, a Petition requesting a Recount for the Office of Mayor was timely filed and accepted and a recount was conducted; and

WHEREAS, on this the 25th day of May, 2021, came on to be considered by the City Council the canvass of the returns of the Office of Mayor held in the City of Amarillo on the 1st day of May, 2021, for the purpose of electing a Mayor; and

WHEREAS, the City Council has canvassed the returns of said election and it appears from said returns, duly and legally made, that there were 20,284 valid and legal ballots cast in said election; and that each of the candidates in said election for the Office of Mayor received the following votes:

MAYOR

Michael Hunt.....3073
Claudette Smith.....5877
Carl Karas.....372
Ginger Nelson.....10962

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

SECTION 1. That said election was duly called; that notice of said election was given and held and said recount was conducted in accordance with law; and that said election and the returns thereof have been duly canvassed by the City Council.

SECTION 2. That at said election:

A. Ginger Nelson received a majority of the votes cast for the office of Mayor and was duly elected Mayor of the City of Amarillo.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas on this 25th day of May, 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____

LeAnn Gallman, Interim City Secretary

APPROVED TO FORM

_____
Bryan McWilliams, City Attorney

D

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	May 25, 2021	**Council Priority**	Regular Agenda Item Public Hearing

Department	Planning and Development Services Brady Kendrick – Planner II

Agenda Caption

Public hearing to consider an ordinance Rezoning of the most northwestern 60ft by 125ft portion of Lot 2A, Block 25, Lawrence Park Addition Unit No. 114, in Section 227, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from General Retail District to Light Commercial District.
Applicant/s: William and Barbara Frank for 26th Street Venture LLC
Vicinity: S.W. 26th Ave. and Patterson Dr.

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of General Retail District (GR) to the west and Light Commercial District (LC) in all other directions.

Adjacent land uses consist of a Laundromat to the west, an office park to the north, a retail store to the east, and an apartment complex to the south.

Proposal

The applicant is requesting a change in zoning to the 60ft by 125ft portion of Lot 2A located on the northwest corner in order to develop the entire lot with the an automotive repair shop.

Analysis

Analysis of a zoning change begins with referring to conformity to the Comprehensive Plan's Future Land Use and Character Map, the recommended Neighborhood Unit Concept (NUC) of development, and what impacts, if any, a particular request will have on existing area zoning and development patterns.

The Future Land Use and Character Map identifies the applicant's tract as being General Commercial in nature. The General Commercial category calls for a wide range of commercial retail and service uses, at varying scales and intensities depending on the site. An automotive repair shop conforms to the Future Land Use Map in that this type of development is a use within the recommended development types.

Regarding the Neighborhood Unit Concept of Development, this concept calls for more intensive uses such as retail, office, and multi-family development to be located at or near Section Line Arterial Intersections with intensity of use and/or zoning decreasing inward towards the center/middle of a section.

Although the applicant's tract does not lie at or near a major section line arterial, it is in a long established commercial area that has not been zoned or developed in strict accordance with the Neighborhood Unit Concept. It must also be noted that the automotive repair use will be constructed on the portion of the applicant's lot currently zoned Light Commercial, in order to utilize the entirety of the lot for parking related to such a use, rezoning of the now being considered 60ft by 125ft portion of the lot to is needed whereas General Retail does not allow for automotive repair or use of land such a uses.

Based on the above, the Planning and Zoning Commission is of the opinion that the request is a logical continuation of existing zoning and development patterns in the area and should not create any negative impacts to the surrounding area.,

Requested Action/Recommendation

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

Considering the above, the Planning and Zoning Commission recommends **APPROVAL** as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SOUTHWEST TWENTY-SIXTH AVENUE AND PATTERSON DRIVE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of the most northwestern 60ft by 125ft portion of Lot 2A, Block 25, Lawrence Park Addition Unit No. 14, in Section 227, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from General Retail District to Light Commercial District.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 25th day of May, 2021 and PASSED on Second and Final Reading on this the 8th day of June, 2021.

_____
Ginger Nelson, Mayor

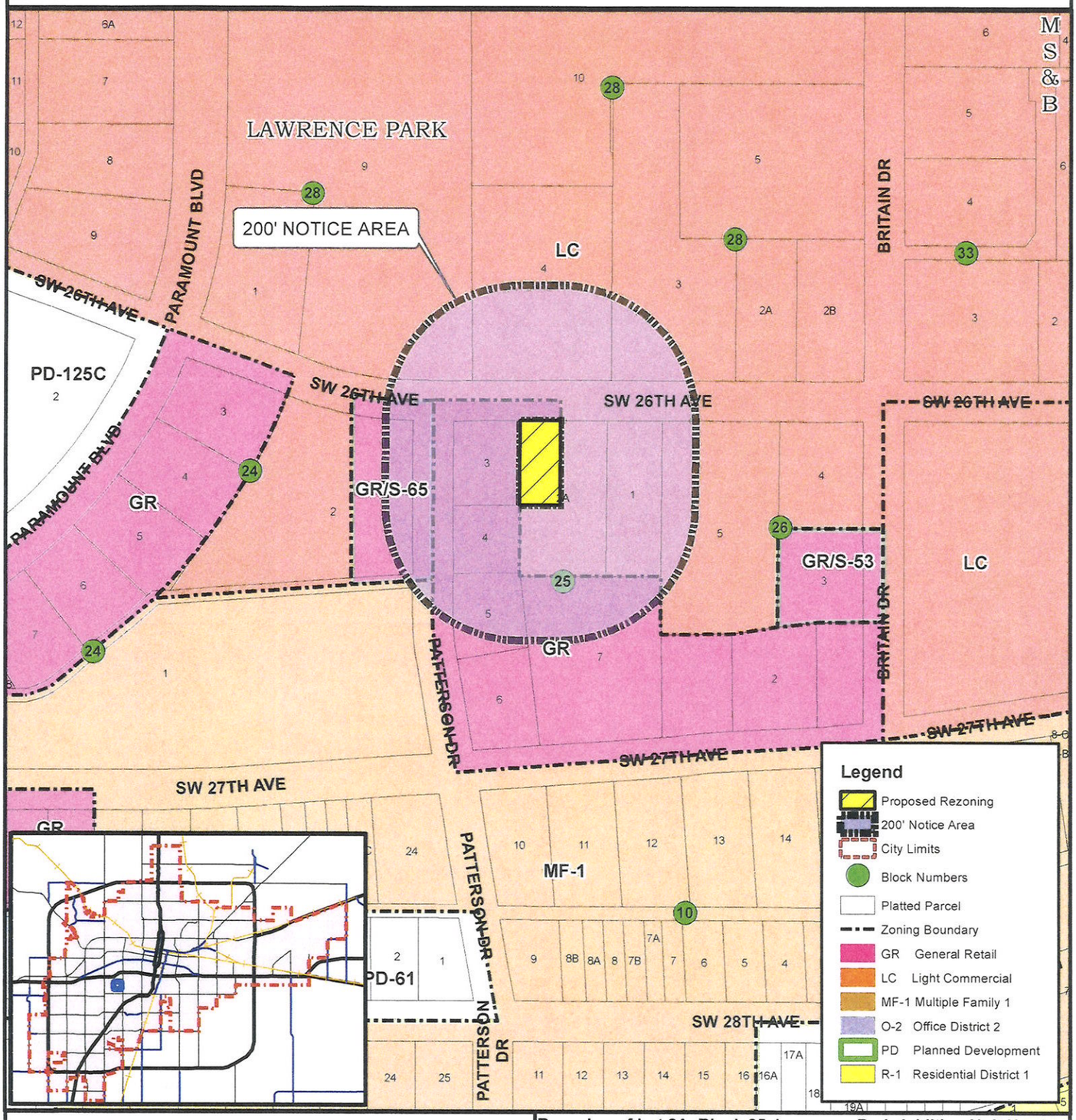
ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams,
City Attorney

REZONING FROM GR TO LC



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 4/14/2021
Case No: Z-21-04

N W E S

Rezoning of Lot 2A, Block 25, Lawrence Park Addition Unit No. 14, in Section 227, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from General Retail to Light Commercial.

Owner: William and Barbara Frank for 26th St. Ventures LLC

Vicinity: SW 26 th Ave & Patterson St

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.

E

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	May 25, 2021	Council Priority	Regular Agenda Item – Public Hearing

Department	Planning and Development Services Brady Kendrick – Planner II

Agenda Caption

Public hearing to consider an ordinance rezoning a 2.912 acre portion of Lot 9, Block 109, South Lawn Addition Unit No. 36, in Section 184, Block 2, A.B.&M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with Specific Use Permit 198 for an Institution of Religious, Charitable, or Philanthropic Nature.
Applicant/s: Liz Alaniz for Wesley Community Center
Vicinity: Darrell Ave. and Austin St.

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consist of Residential District 1 to the north, west, and east and Residential Districts 1 and 2 to the south.

Adjacent land uses consist of single-family detached homes in all directions.

Analysis

The applicant is requesting a Specific Use Permit in order to open a second location of the Amarillo Wesley Community Center. The proposed use primarily operates as a child care and adult day care facility with other services being offered as well. The existing building, recently acquired by the applicant, was previously used as a church and was constructed in 1962.

A church is an allowed use in the current zoning (Residential District 1) while the proposed use (Institution of Religious, Charitable, or Philanthropic Nature) is not. That said, because the proposed use is similar to an institutional use/church, the ability to request a Specific Use Permit is permitted and is the reason for this request. A use that is allowed to be considered via a Specific Use Permit is one that shares characteristics with uses that are allowed in that zoning district, but are ones that additional consideration must be given to prior to approval in order to ensure that proper development standards are in place that project the character and nature of the neighborhood.

Analysis of a zoning change begins with referring to conformity to the Comprehensive Plan's Future Land Use and Character Map, the recommended Neighborhood Unit Concept (NUC) of development, and what impacts, if any, a particular request will have on existing area zoning and development patterns.

The Future Land Use and Character Map identify the applicant's tract and the surrounding area as being in the General Residential category. General Residential calls for detached residential dwellings being the primary focus with public/institutional uses also being recommended to develop.

The previous use of this property, institutional/church, would be such a use and as such, conforms to the Future Land Use and Charter Map recommended inclusion of institutional land uses. Although the proposed use is not defined as a church, it does, in the Planning and Zoning Commission's opinion have many similar characteristics that are typical of a church. Such characteristics include services (childcare, after school programs/activities, and senior citizen programs) and are often welcomed and valued by area residents.

The applicant is not proposing any changes to the site or exterior of the building but will be remodeling the interior of the building. Below are core development standards that are being proposed:

• A 6 foot tall solid wood screening fence is required along the south property line to screen the homes to the south from this property.

• The allowed land uses are limited to those allowed in Residential District 1 and the use allowed by this Specific Use Permit (if approved). Any other use than just mentioned would require a zoning change.

• Sign standards shall comply with the City Sign Ordinance for the Residential District 1 zoning district. No signs shall be allowed that having any flashing, pulsating, or rotating lighting source or reflector. In addition, no portable signs will be allowed.

• Days and Hours of operation are listed as 7am to 12am, Monday through Friday. Per the applicants, the only activity that would be occurring after 9pm on the site would be childcare for evening shift workers.

• Childcare provided will be for children ages 6 weeks to 12 years old and would be up to 100 students. The number of employees would be up to 20.

In addition, the site plan was evaluated by all applicable City Departments and meets typical development standards for parking, Fire Code requirements, and Environmental Health.

The Planning and Zoning Commission believes that the standards listed above, which are incorporated into the Specific Use Permit site plan provide adequate development standards that minimize impacts to the neighborhood.

It is worth noting, that as a condition of an SUP, the applicant submitted an Appraisal that was prepared by a Licensed Real Estate Appraiser, addressing any potential impact on adjacent land uses and/or property values. According to the appraisal submitted, it was the appraiser's judgment that the proposed use, if allowed, would not have an adverse effect on either adjacent land uses or property values.

Requested Action/Recommendation

Notices have been sent to all property owners within 200 feet regarding this proposed rezoning. As of this writing, there have been four comments received regarding this request, with three expressing support for the request and one expressing no opinion regarding the request.

Considering the above, the Planning and Zoning Commission recommends **APPROVAL** as presented.

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

Rezoning of a 2.912 acre portion of Lot 9, Block 109, South Lawn Addition Unit No. 36, in Section 184, Block 2, A.B.&M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with Specific Use Permit 198 for an Institution of Religious, Charitable, or Philanthropic Nature being further described below and site plan attached and incorporated herein as Exhibit A:

A 2.912 acre tract of land out of Section 184, Block 2, A.B.&M. Survey, City of Amarillo, Randall County, Texas, being a part of that certain tract known as a 4.8016 acres as conveyed to the Amarillo City Board of Missions and Church Extensions of the Methodist Church, in Warranty Deed of Record in Volume 242, Page 521 of the Deed Records of Randall County, Texas, being further described by metes and bounds as follows:

Beginning at a 3/8 inch iron rod found for the Southwest corner of said Church tract, also being the Northwest Corner of Lot 1, Block 109, Southlawn Addition Unit No. 28, of record in Volume 551, Page 397;

Thence North 20 degrees 00 minutes and 00 seconds East with the East line of Austin Street to a "X" in concrete curb being the **BEGINNING** Corner of this described tract of land;

THENCE North 20 degrees 00 minutes and 00 seconds East with the East line of Austin Street, a distance of 482.00 feet to a ¼ inch welding rod in the South line of Darrell Avenue and the East line of Austin Street;

THENCE South 70 degrees 08 minutes 00 seconds East along the South line of Darrell Street, a distance of 240 feet to a ½ inch iron rod with cap stamped "2507" in the south line of Darrell Street and the West line of Milam Street;

THENCE South 20 degrees 00 minutes 00 seconds West with the West line of Milam Street, a distance of 581.00 feet to a ½ inch iron rod with camp stamped "2507";

THENCE North 70 degrees 08 minutes 00 seconds West, a distance of 113.00 feet to a 3/8 inch iron rod with camp stamped "HBD", being the Southwest corner of a 0.29 acre tract of land;

THENCE North 20 degrees 00 minutes 00 seconds East with the East line of the said 0.29 acre tract, a distance of 99.00 feet to a 3/8 inch iron rod with cap stamped "HBD" being the Northeast corner of the 0.29 acre tract of land;

THENCE North 70 degrees 08 minutes 00 seconds West with the North line of the 0.29 acre tract of land, a distance of 127.00 feet back to the PLACE OF BEGINNING.

Said tract of land contains a computed area of 2.912 acres of land.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 25th day of May, 2021 and PASSED on Second and Final Reading on this the 8th day of June, 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Leann Gallman, Interim City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams,
City Attorney

EXHIBIT A

SITE NOTES

PROJECT	AMARILLO WESLEY COMMUNITY CENTER SOUTH CAMPUS
LEGAL DESCRIPTION	SOUTH CANYON BLOCK 3 W2 ALLOTMENTS 5 & 6 CITY OF CITY IN WILDCASE
ZONING	PUD
PROPOSED USE/USE	INSTITUTIONAL
PROPOSED BUILDING USE	INSTITUTIONAL EARLY CHILDHOOD EDUCATION
OWNER/DEVELOPER	AMARILLO WESLEY COMMUNITY CENTER 1400 S. AUSTIN ST. AMARILLO, TX 79101
LOT AREA	10,000 S.F.
TOTAL BUILDING AREA	5,000 S.F.
LOT COVERAGE	50%
AREA OF LANDSCAPED COVER	10,000 S.F.

EXISTING PLANTING SCHEDULE

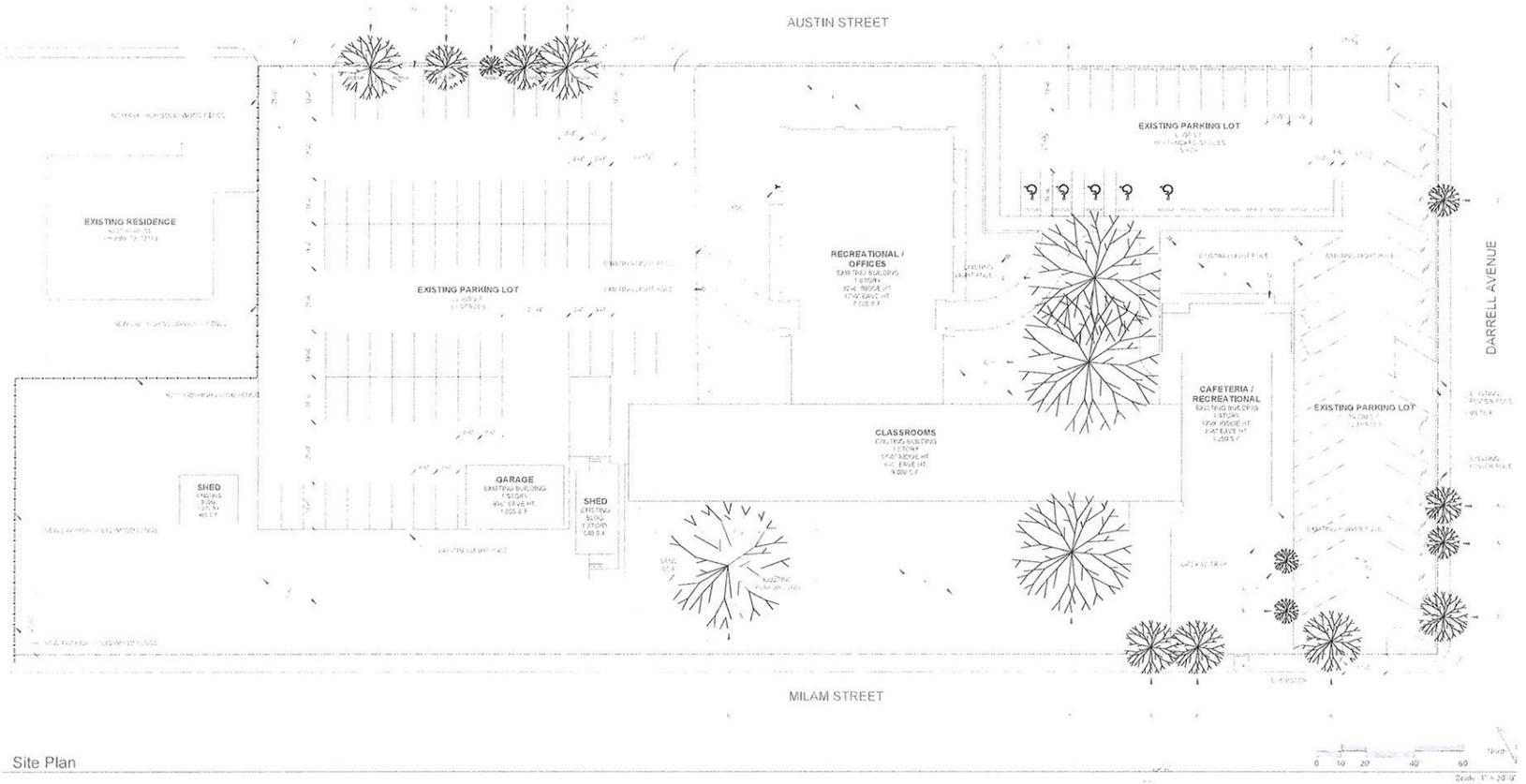
	MATERIAL	QUANTITY
A	TREE TYPE	10
B	SHRUB TYPE	5
C	SHRUB	5
D	TREE TYPE	5
E	TREE TYPE	5
F	GRASS TYPE W/ SPRINKLERS	25,000 S.F.
G	GRASS TYPE	500 S.F.

TOTAL PROTECTED TREES: 15

BUILDING USE

HOURS OF OPERATION	7:00 AM - 5:30 PM
DAYS OF OPERATION	MONDAY-FRI
NUMBER OF EMPLOYEES	10
NUMBER OF CLASSROOMS	10
NUMBER OF STUDENTS	100
AGE OF STUDENTS	6 WEEKS - 12 YRS

PROJECT LOCATION



Site Plan

0 10 20 40 60

Scale: 1" = 20'-0"

höhe DESIGN GROUP
517 N. Polk St. Amarillo, Tx 79107
806.452.5000 / 844.900.hohe
www.hohedesign.com

PRELIMINARY
Not for Regulatory Approval, Permitting, or Construction

OWNERSHIP OF DOCUMENTS
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Key Plan

Project Name
AMARILLO WESLEY COMMUNITY CENTER
South Campus
4801 S. Austin
Amarillo, TX

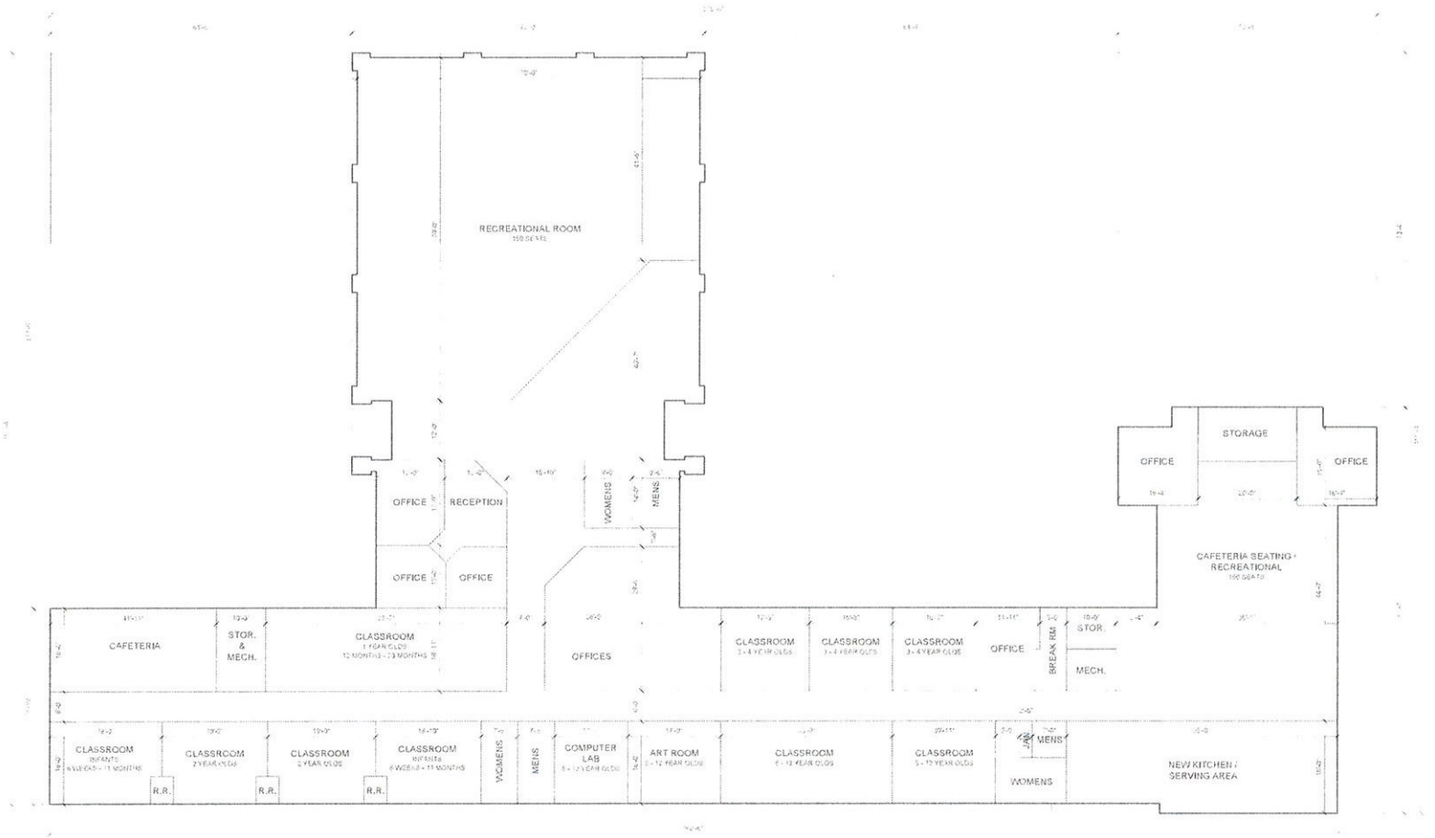
Revisions		
No.	Date	Description
1	00/00/00	****

Drawing
Existing Site Plan

Date: April 16, 2021 | Project No.

Sheet No
A1

EXHIBIT A



Proposed Layout

Scale: 1/32" = 1'-0"

höhe
DESIGN GROUP
517 N. Polk St. Amarillo, Tx 79107
806.452.5020 / 844.900.höhe
www.hohedesign.com

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Key Plan

Project Name
AMARILLO WESLEY COMMUNITY CENTER
South Campus
4801 S. Austin
Amarillo, TX

Revisions

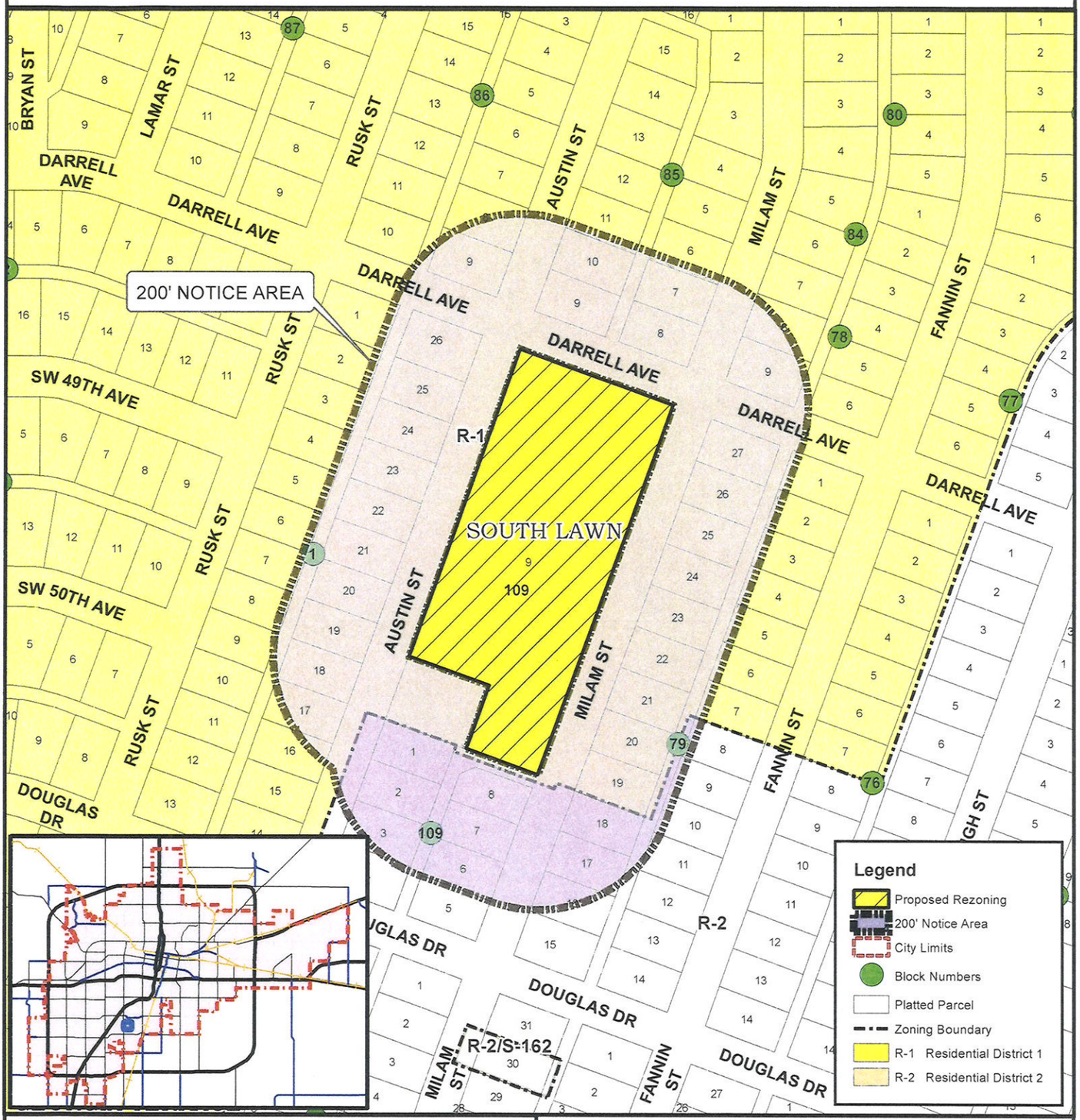
No.	Date	Description
1	00/00/00	xxxx

Drawing
Proposed Layout

Date: April 16, 2021
Project No.

Sheet No.
A2

REZONING FROM R-1 TO R-1/S198



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 3/23/2021
Case No: Z-21-03

N
W E
S

Z-21-03 Rezoning of a 2.912 acre portion of Lot 9, Block 109, South Lawn Addition Unit No. 36, in Section 184, Block 2, A.B.&M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with Specific Use Permit 198 for a Institution of Religious, Charitable, or Philanthropic Nature.

VICINITY: Darrell Ave. and Austin St.

APPLICANT/S: Liz Alaniz for Amarillo Wesley Community Center

AP: M-15

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

F

Amarillo City Council
Agenda Transmittal Memo

AMARILLO ECONOMIC DEVELOPMENT

Meeting Date	May 25, 2021	**Council Pillar**	Economic Development
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter, President & CEO		

Agenda Caption

DISCUSS AND CONSIDER PURCHASE - REAL ESTATE LOCATED AT N. EASTERN ST. AND LOOP 335

Agenda Item Summary

This item authorizes AEDC to execute a contract and all necessary documents for the purchase of approximately 171 acres of land located at N. Eastern Street and Loop 335. The purchase price is for $855,000.00 plus closing costs and related expenses.

Requested Action

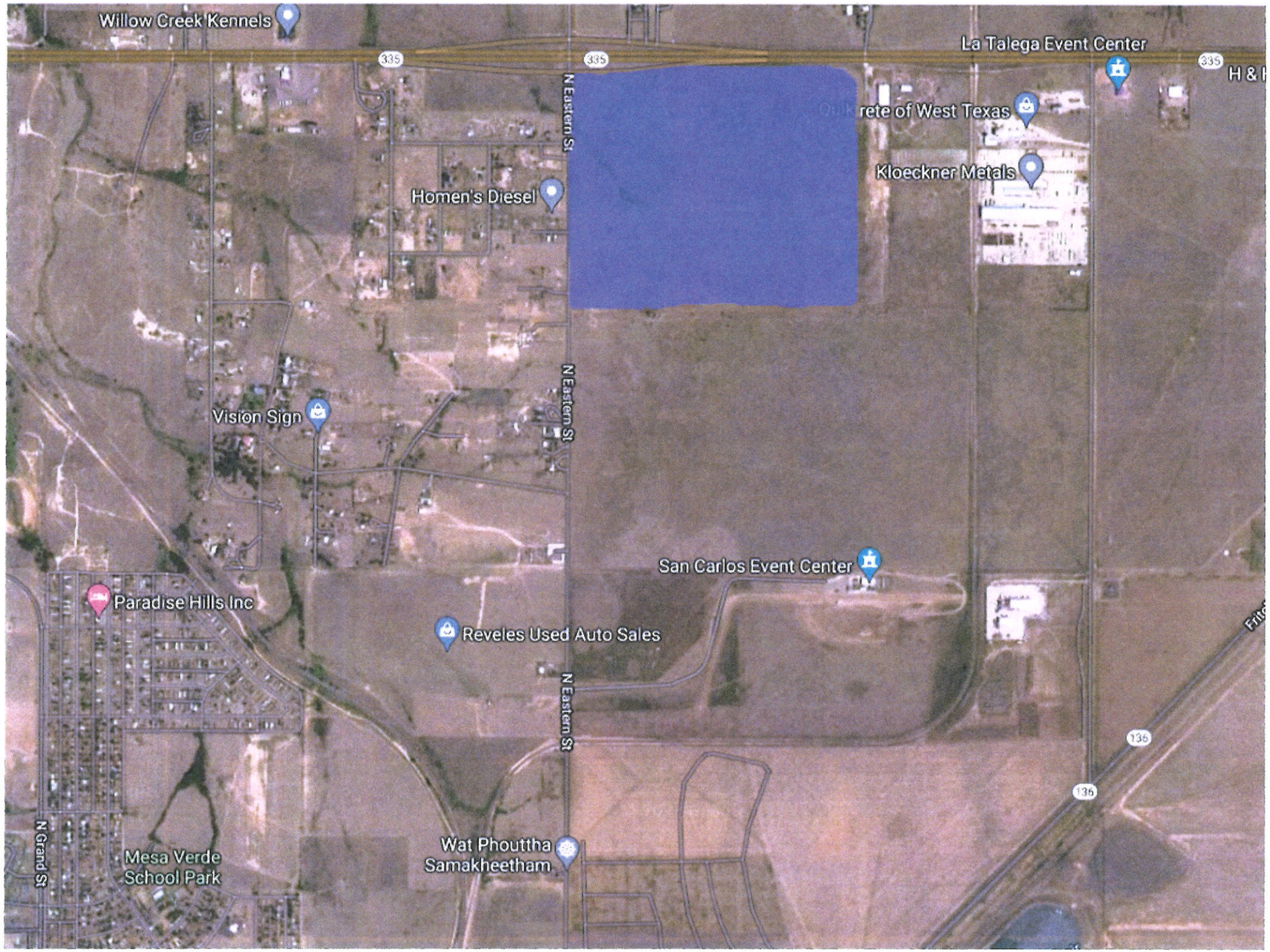
Approval of the purchase of land as requested.

Funding Summary

$855,000.00 plus closing costs and related expenses.

Staff Recommendation

AEDC staff is recommending approval of the purchase. The AEDC Board voted 5-0 on Tuesday, May 18, 2021 to consider approval of the purchase.


Willow Creek Kennels
335
335
335
La Talega Event Center
H & H
rete of West Texas
Kloeckner Metals
N Eastern St
Homen's Diesel
N Eastern St
Vision Sign
San Carlos Event Center
Paradise Hills Inc
Reveles Used Auto Sales
N Eastern St
136
136
N Grand St
Mesa Verde
School Park
Wat Phouttha
Samakheetham

Amarillo City Council
Agenda Transmittal Memo

AMARILLO ECONOMIC DEVELOPMENT

Meeting Date	May 25, 2021	**Council Pillar**	Economic Development
Department	AEDC		
Contact	Kevin Carter, President and CEO		

Agenda Caption

CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT – BETWEEN AMARILLO ECNOMIC DEVELOPMENT CORPORATION AND AMERICAN QUARTER HORSE ASSOCIATION

Agenda Item Summary

American Quarter Horse Association is seeking assistance to stay in Amarillo for the foreseeable future.

Highlights of the agreement include:

- **$3 MM in overall incentive ($300,000 per year for 10 years)**
- **$9 MM annually in guaranteed AQHA payroll over the 10-year period**
- **Guaranteed to remain in Amarillo for at least 10 years**

AEDC will provide AQHA $3,000,000 for the retention of its International Headquarters for at least 10 years with a guaranteed payroll of no less than $9,000,000 annually. These funds will be paid out over 10 years and will be based on a 10-year performance term.

Based on the level of retained payroll, the AEDC Board of Directors approved the LIA on May 18, 2021 with a 5-0 vote.

Requested Action

Approval of the Location Incentive Agreement as presented.

Funding Summary

$3,000,000 for Retention Incentive

Staff Recommendation

AEDC staff is recommending approval of the Location Incentive Agreement.

LOCATION INCENTIVES AGREEMENT
Between
AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and
AMERICAN QUARTER HORSE ASSOCIATION

THIS LOCATION INCENTIVES AGREEMENT ("**Agreement**") is entered into on the ____ day of _____, 2021 ("**Effective Date**"), by and between **AMARILLO ECONOMIC DEVELOPMENT CORPORATION** ("**Amarillo EDC**"), a Texas non-profit corporation governed under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas; and **AMERICAN QUARTER HORSE ASSOCIATION** ("**AQHA**"), a Texas non-profit corporation having its principal place of business in Amarillo, Potter County, Texas.

Amarillo EDC is a tax-supported non-profit corporation whose primary income is a one-half of one percent sales tax collected within the City of Amarillo dedicated exclusively to economic development. **Amarillo EDC** exists for the primary purpose of stabilizing, diversifying and expanding the Amarillo economy through retention, expansion and recruitment of employment opportunities in order to benefit citizens of Amarillo and the surrounding area.

Amarillo EDC seeks to induce **AQHA** to maintain Amarillo Operations (defined below). The retention of jobs in **AQHA's** Amarillo Operations is expected to have a substantial stimulative effect on the Amarillo economy and create many new jobs for Amarillo citizens both directly in **AQHA's** operations and because of **AQHA's** expenditures for employee wages and goods and services in the Amarillo economy.

AQHA desires to maintain Amarillo Operations in order to further take advantage of the desirable business operating environment in Amarillo, an environment that provides lower operating costs than many other metropolitan areas and a highly motivated, well-educated, and productive workforce.

Amarillo EDC, by its execution of this Agreement, extends to **AQHA** an offer of financial incentives as inducement for **AQHA** to maintain Amarillo Operations. **AQHA**, by its execution of this Agreement, accepts **Amarillo EDC's** offer of financial incentives under the terms of this Agreement. **AQHA** pledges to use its best efforts to maintain Amarillo Operations to the full extent provided in this Agreement.

The following defined terms will be used in this Agreement:

Defined Term	Definition
Affiliate	Any entity controlling, controlled by, or under common control with **AQHA**, "control" being determined based on ownership of at least fifty percent (50%) of an entity's outstanding voting equity interests, provided each such affiliate agrees to be bound by the applicable provisions of this Agreement
Amarillo Operations	**AQHA's** and its Affiliates' business activities provided primarily in or from the Facility
Date One	December 31, 2021
Date Two	December 31, 2022

Amarillo EDC ___ AQHA ___

Defined Term	Definition
Date Three	December 31, 2023
Date Four	December 31, 2024
Date Five	December 31, 2025
Date Six	December 31, 2026
Date Seven	December 31, 2027
Date Eight	December 31, 2028
Date Nine	December 31, 2029
Date Ten	December 31, 2030
Employee	Employees of **AQHA** or its Affiliates engaged in Amarillo Operations
Facility	That certain **AQHA** facility located at 1600 Quarter Horse Dr., Amarillo, Texas 79104
Payroll	Total Gross Wages (as defined by and reportable to the Texas Workforce Commission) paid to Employees
Performance Year	Each 12-month period ending on Date One through Date Ten

NOW, THEREFORE, in consideration of these presents and the mutual agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **Amarillo EDC** and **AQHA** hereby agree as follows:

1. **Purpose, Amount, and Payment of Incentive**.

a. **AQHA** requests, and **Amarillo EDC** agrees to provide to **AQHA**, all under the terms of this Agreement, the amount of up to THREE MILLION AND NO/100 DOLLARS ($3,000,000) in installments as more specifically described in this Agreement ("**Incentive**"). In exchange, **AQHA** agrees to maintain at least NINE MILLION AND NO/100 DOLLARS ($9,000,000) in Payroll in each Performance Year.

b. **AQHA** acknowledges that there are performance criteria and one or more potential repayment obligations to **Amarillo EDC** related to the Incentive under the terms of this Agreement. The Incentive is being made available to **AQHA** for maintaining Amarillo Operations, and will be disbursed to **AQHA**, all under the terms of this Agreement.

c. **AQHA** will qualify for an Incentive installment in the amount of THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000) for each Performance Year in which **AQHA** maintains at least NINE MILLION AND NO/100 DOLLARS ($9,000,000) in Payroll in Amarillo Operations. Each Incentive installment qualified for by **AQHA** shall be payable by **Amarillo EDC** within thirty (30) days of **Amarillo EDC's** receipt and acceptance of each Performance Report (defined below) for each Performance Year establishing **AQHA's** qualification therefore. In no event will **Amarillo EDC** be obligated under this Agreement to pay more than the maximum aggregate Incentive amount set forth in Section 1(a), above ($3,000,000).

d. No level of partial or future performance by **AQHA** will give rise to any payment obligation of **Amarillo EDC** for any Performance Year in which an Incentive installment was not qualified for by **AQHA** under this Section 1.

2. **Potential Forfeiture of Future Incentive Installments and Repayment of Incentive**. **AQHA** shall forever forfeit any right to receive any Incentive installments and shall repay the aggregate amount of the Incentive paid by **Amarillo EDC** under this Agreement, if any, without deduction or offset of any kind, if **AQHA** maintains less than SIX MILLION AND NO/100 DOLLARS ($6,000,000) in Payroll in Amarillo Operations during any Performance Year.

3. **Incentive Reporting**.

a. On or before January 31 immediately following each Performance Year, **AQHA** will and will cause each Affiliate with Employees engaged in Amarillo Operations to, without demand or other request therefore, complete and provide to **Amarillo EDC** a written certificate on the form attached hereto as Exhibit A for the immediately preceding Performance Year, together with such backup documentation as **Amarillo EDC** may reasonably require, including without limitation, the four quarterly employer's reports provided to the Texas Workforce Commission for the applicable Performance Year, a list of Employees, the Payroll received by each Employee during such year, and the total aggregate Payroll paid in Amarillo Operations during such year (each a "**Performance Report**"). In no event shall a Performance Report include any Employees or Payroll that are unrelated to Amarillo Operations. On each Performance Report, **AQHA** will clearly mark each Employee who was not, during the period the report relates to, engaged primarily in Amarillo Operations (and amounts paid to such employees will not be included as Payroll under this Agreement).

b. Each Performance Report must be certified to **Amarillo EDC** as true and correct by the President, Chief Executive Officer, or similar supreme corporate authority of **AQHA** or the applicable Affiliate. All reporting under this Agreement must be sent by email to reporting@amarilloedc.com and to such other addresses as **Amarillo EDC** may from time-to-time designate in writing.

c. **Amarillo EDC** is privileged, but not obligated, to develop, modify, and provide to **AQHA** templates for any report required under this Agreement and, in such event, **AQHA** shall utilize such templates for reporting purposes. **Amarillo EDC** is privileged to disregard any amounts reported to it for which it has not received backup documentation and information as may be reasonably necessary for it to confirm the amounts reported.

d. **AQHA** shall allow **Amarillo EDC** and its agents to examine records necessary to verify any reporting required under this Agreement should **Amarillo EDC** so request (including, without limitation, employer's quarterly reports provided to the Texas Workforce Commission). **Amarillo EDC** understands that such information shall be for **Amarillo EDC's** use only in connection with confirming the accuracy of reports required hereunder and enforcing its rights relative thereto. Subject to any applicable Public Information Laws (defined below), **Amarillo EDC** agrees that such review and examination will be subject to reasonable confidentiality safeguards (including, without limitation, the execution and delivery by **Amarillo EDC** and/or its agents, as appropriate, of a reasonable and mutually agreeable confidentiality agreement). **Amarillo EDC** or its agents, as appropriate, will be allowed to make and retain any copies or transcriptions of any records. Any inspection shall be done with at least three (3) days advance notice, shall occur during normal working hours, and shall continue from day-to-day until complete.

e. **AQHA** will provide: (i) all reporting under this Agreement on a timely basis to **Amarillo EDC**, as provided above; and (ii) such other backup documents and information as **Amarillo EDC** may reasonably request. Failure to timely do so will, subject to any applicable notice and opportunity to cure under Section 10, constitute a condition of default under this Agreement and Payroll for any such Performance Year will be conclusively deemed to be zero dollars ($0).

f. In the event any amount reported to **Amarillo EDC** under this Agreement is discovered by **AQHA** to be inaccurate in any way, **AQHA** shall immediately notify **Amarillo EDC** of such inaccuracy and immediately provide a substitute report, describing in detail each item of information which was inaccurate and how so. If such replacement report establishes that **AQHA** received a benefit under this Agreement that it was not entitled to receive, in addition to any other rights or remedies of **Amarillo EDC** hereunder, **AQHA** shall immediately repay such amount to the **Amarillo EDC** with interest at the rate of six percent (6%) per year since the date of such improper benefit.

4. **Governmental Approval**. This Agreement is part of a Project (as defined in Chapters 501 and 504 of the Texas Local Government Code). No advances shall be made under this Agreement unless and until the Board of Directors of **Amarillo EDC** and the City Council of the City of Amarillo has unconditionally approved the Project (the "**Project Approval**"). Notwithstanding anything else herein to the contrary, this Agreement shall terminate and the parties shall go their separate ways with no further obligation hereunder (except as to obligations that specifically survive termination hereof) if Project Approval is not obtained within ninety (90) days of the Effective Date.

5. **AQHA's Representations and Warranties**. **AQHA** warrants and represents as of the Effective Date and continuously thereafter for so long as either party owes and potential duties or obligations to the other under this Agreement that:

a. It is a duly organized and existing non-profit corporation in good standing under the laws of Texas and is qualified to do business in the State of Texas.

b. The execution, delivery, and performance by **AQHA** of this Agreement have been duly authorized by its board of directors (or similar governing body) evidenced by written corporate resolutions, and are not in contravention of any law, rule, or regulation or of the provisions of **AQHA's** certificate of formation or bylaws (or similar governing documents), or of any agreement or instrument to which **AQHA** is a party or by which it may be bound.

c. Each financial statement of **AQHA** delivered to **Amarillo EDC** truly and accurately discloses **AQHA's** financial condition as of the date thereof and the results of its operations for the period covered thereby, and there has been no material adverse change in **AQHA's** financial condition and operations subsequent to the date of the most recent financial statement of **AQHA** delivered to **Amarillo EDC**.

d. No litigation, arbitration, administrative, or regulatory proceeding is commenced by or against the **AQHA** which after final judgment and the exhaustion of all potential appeals could be reasonably expected to be: (i) adversely determined; and (ii) materially detrimental to **AQHA's** business.

e. No certificate or statement herewith or heretofore delivered by **AQHA** to **Amarillo EDC** in connection herewith, or in connection with any transaction contemplated hereby, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading in any material respect by reason of any omission.

f. The Texas Public Information Act, the Texas Open Meetings Act, certain document retention statutes and regulations, and similar laws (together, "**Public Information Laws**") apply to **Amarillo EDC** and, as such, this Agreement and some or all of the information, communications, or documents created, obtained, or maintained by **Amarillo EDC** under this Agreement may be subject to required retention and public disclosure[1].

6. **Amarillo EDC's Representations and Warranties**. **Amarillo EDC** represents and warrants to **AQHA** that, as of the Effective Date:

a. This Agreement and all other agreements, instruments, and documents required to be executed or delivered by **Amarillo EDC** pursuant hereto have been or (if and when executed) will be duly executed and delivered by **Amarillo EDC**, and are or will be legal, valid and binding obligations of **Amarillo EDC** (assuming Project Approval is timely obtained).

b. There are no actions, suits or proceedings pending or, to the actual knowledge of **Amarillo EDC**, threatened against **Amarillo EDC** preventing or prohibiting the transaction contemplated by this Agreement. The term "actual knowledge" as same applies to the **Amarillo EDC** shall mean the actual knowledge of Kevin Carter, without duty of investigation.

c. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the compliance with the terms of this Agreement will not conflict with, or with or without notice or the passage of time, or both, result in a breach of, any of the terms or provisions of, or constitute a default under any applicable law, or any judgment, order, or decree of any court having jurisdiction over **Amarillo EDC**.

7. **Affirmative Covenants of AQHA**. Beginning on the Effective Date and on a continuing basis for so long as either party owes a potential duty or obligation to the other under this Agreement, **AQHA** agrees that it will, at **AQHA's** expense:

a. Promptly inform **Amarillo EDC** of any litigation, or of any claim or controversy which might become the subject of litigation, against **AQHA** or affecting any of **AQHA's** property if such litigation or potential litigation after final judgment and the exhaustion of all potential appeals, if adversely determined, is reasonably likely to have a material adverse effect on **AQHA's** business.

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[1] Provided, however, **Amarillo EDC** will, for so long as it has documents or information that may be confidential or proprietary to **AQHA**, use commercially reasonable means available to it under the Public Information Laws to allow **AQHA** to seek to protect its confidential or proprietary information from public disclosure. For reference, the Texas Public Information Act allows **Amarillo EDC** to do so under Texas Government Code Section 552.305, and as required by that section, **Amarillo EDC** will make a good faith effort to notify **AQHA** of any request involving its information.

Amarillo EDC ___ AQHA ___

b. Promptly pay when due any and all taxes, assessments, and governmental charges upon **AQHA** or against any of **AQHA's** property, unless the same is being contested in good faith by appropriate proceedings.

c. Maintain its existence in its State of incorporation and its qualification to do business in Texas and promptly and properly comply with all laws, statutes, ordinances, and governmental regulations applicable to it or to any of its property, business operations, and transactions to the extent that failure to do so would be likely to have a material adverse effect on **AQHA's** business.

d. Promptly cure any defects in the execution and delivery of this Agreement and all other instruments executed in connection with this transaction.

e. Do and perform all acts required of **AQHA** under this Agreement.

8. **Affirmative Covenant of Amarillo EDC**. **Amarillo EDC** shall:

a. At its sole cost and expense, pursue Project Approval with commercially reasonable diligence.

b. Do and perform all acts required by it under this Agreement.

9. **Negative Covenants of AQHA**. **AQHA** agrees that for so long as any actual or potential obligations of **AQHA** are owed under this Agreement, **AQHA** will not, without prior written consent of **Amarillo EDC**, which will not be unreasonably withheld, conditioned or delayed, discontinue or suspend Amarillo Operations for a period of more than thirty (30) consecutive days or liquidate or discontinue its normal operations with intent to liquidate, or sell, lease, transfer or otherwise dispose of all or substantially all of its assets, or of its accounts receivable.

10. **Default**. In addition to any other description of a default in this Agreement, the term "default", as used in this Agreement, means any one or more of the following:

a. Failure of **AQHA** to comply with the non-monetary terms and conditions of this Agreement, and cure the matter on or before fifteen (15) days after notice from **Amarillo EDC**.

b. The failure of **AQHA** to timely perform any covenant or agreement of **AQHA** contained herein regarding payment of any amounts that may become due to **Amarillo EDC** hereunder.

c. Any statement or representation of **AQHA** contained herein or in any other writing heretofore or hereafter furnished by **AQHA** to **Amarillo EDC** is false or misleading in any material respect.

d. The insolvency of **AQHA**. "Insolvent" is defined to mean one either has declared to cease to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or is insolvent within the meaning of the United States or any other applicable jurisdiction's bankruptcy or similar laws.

e. The appointment of a receiver of **AQHA**, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

f. The execution by **AQHA** of an assignment for the benefit of its creditors.

g. The filing by **AQHA** of a petition to be adjudged a bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or similar proceeding, or the act of **AQHA** in institution or voluntarily becoming a party to any other judicial proceeding intended to effect a discharge of the debts of **AQHA**, in whole or in part, or a postponement of the maturity or the collection thereof, or a suspension of any of the rights or powers of a trustee or of any of the rights or powers granted to **Amarillo EDC** herein or in any other documents executed in connection herewith.

h. The failure of **AQHA** to pay any money judgment against it before the expiration of sixty (60) days after such judgment becomes final and no longer appealable.

i. The cessation of Amarillo Operations. In addition to any other indication that Amarillo Operations have ceased, Amarillo Operations shall be conclusively deemed to have ceased if less than $6,000,000 in Payroll is maintained in any Performance Year.

11. **Amarillo EDC Remedies.** The occurrence of an uncured (if subject to cure under Section 10) default by **AQHA** under the terms and conditions of this Agreement shall be cause for **Amarillo EDC** to, at its option, (i) terminate **Amarillo EDC's** obligations under this Agreement, (ii) require repayment of all amounts received by **AQHA** under this Agreement, or (iii) both.

12. **Litigation Expense**. In the event either party must pursue legal action to enforce the other party's obligations hereunder, the prevailing party in such action shall be afforded, in addition to other relief awarded, all reasonable and necessary attorneys' fees, costs of the court, and other reasonable and necessary expenses incurred in connection therewith.

13. **Assignability**. **THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO AND THEIR SUCCESSORS AND ASSIGNS; HOWEVER, EXCEPT AS PROVIDED BELOW, IT MAY NOT BE ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER, WHICH MAY NOT BE UNREASONABLY WITHHELD, CONDITIONED, OR DELAYED.**

14. **Certification Regarding Undocumented Workers.**

a. **AQHA** certifies that it and its Affiliates do not and will not knowingly employ an Undocumented Worker, defined below, between the Effective Date and the date upon which **AQHA** no longer owes any duties or potential duties under this Agreement. "Undocumented Worker" shall mean an individual who, at any time during employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) otherwise authorized under applicable law to be employed, on any basis or under any program, in the United States. **AQHA** shall immediately notify **Amarillo EDC** if: (i) **AQHA** becomes aware it or its Affiliate employs or has employed an Undocumented Worker; (ii) **AQHA** becomes aware

or receives notice that it or its Affiliate is alleged to have employed an Undocumented Worker; or (iii) **AQHA** or its Affiliate is convicted of a violation under the following paragraph.

b. If between the Effective Date and the date on which both parties no longer owe any duties or potential duties under this Agreement, **AQHA** or its Affiliate knowingly employs any Undocumented Workers and is convicted of a violation under 8 U.S.C. Section 1324a(f), **AQHA** shall repay to **Amarillo EDC** the full amount of the Incentive (less any amounts previously repaid by **AQHA** to **Amarillo EDC**, if any), without offset or deduction for any reason. Such amount shall be due and payable in full on the 120th day after the date **Amarillo EDC** notifies **AQHA** of the violation and interest shall accrue on such amount at the contract rate thereafter.

15. **Cooperation on Publicity**. **AQHA** agrees to use best efforts to have one or more of its representatives attend all public events (e.g. press conferences) related in any way to this Agreement or the incentives offered or provided hereunder. Further, **AQHA** agrees to reasonably cooperate with **Amarillo EDC** on press releases and other publicity related to the subject matter of this Agreement and on-going efforts related to the retention efforts of **Amarillo EDC** directed toward **AQHA**.

16. **Governing Law**. All obligations of the parties are performable in Amarillo, Potter County, Texas, and this Agreement is governed by the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be in the state district courts of Potter County, Texas, to the exclusion of all other appropriate or permissible venues.

THIS WRITTEN LOCATION INCENTIVES AGREEMENT, TOGETHER WITH THE INSTRUMENTS DESCRIBED HEREIN AND CONTEMPLATED HEREBY, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND THE PROVISIONS HEREOF AND THEREOF MAY NOT BE WAIVED, TERMINATED OR AMENDED EXCEPT BY SUBSEQUENT WRITTEN AGREEMENT OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. TIME IS OF THE ESSENCE WITH REGARDS TO ALL DEADLINES IN THIS AGREEMENT.

17. Notices. All notices required or allowed by this Agreement shall be delivered (a) in person, by hand by overnight courier service for prepaid delivery on the next business day, (b) by certified mail, return receipt requested, postage prepaid, or (c) via e-mail or fax, provided that concurrent notice is delivered by any other approved method of delivery set forth in subsections a-c above, addressed to the party or person to whom notice is to be given at the following addresses:

If to **Amarillo EDC**: Kevin Carter, President and CEO
Amarillo EDC
801 South Fillmore, Suite 205
Amarillo, Texas. 79101
Fax: (806) 371-0112
kevin@amarilloedc.com

With a copy to: John B. Atkins
Underwood Law Firm, P.C.

500 S. Taylor, Suite 1200
Amarillo, TX 79101
Fax: (806) 242-0521
john.atkins@uwlaw.com

If to **AQHA**: President
American Quarter Horse Association
1600 Quarter Horse Dr.
Amarillo, TX 79104
Fax: (806) 378-4303
Email: _____

With a copy to: Chad Pierce, Chief General Counsel
1600 Quarter Horse Dr.
Amarillo, TX 79104
Fax: (806) 378-4303
RCPierce@aqha.org

Notice shall be deemed to have been given upon (a) the date of deposit, if hand delivered by overnight courier, (b) the date which is three (3) business days after being deposited into the US Mail as certified mail, return receipt requested and postage prepaid, or (c) the date transmitted by email or facsimile if concurrent notice is also sent by way of overnight courier on the same day as specified in this Section 17. The addresses (physical, telephonic or email) for the purpose of this paragraph may be changed by giving notice as provided herein; provided, however, that unless and until such written notice is actually received, the last address (physical, telephonic or email) stated herein shall be deemed to continue in effect for all purposes hereunder.

18. **Binding Effect**. The terms and provisions of this Agreement shall inure to the benefit of and apply to and bind the parties hereto and their respective permitted successors and assigns.

19. **Further Assurances**. Each party agrees that it will, from time to time after the Effective Date and without further consideration of any kind, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section 19 shall survive the Effective Date.

20. **Counterparts**. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Facsimile signatures or other digitally imaged signature (e.g., portable document format) shall be deemed original signatures for all purposes.

21. **Severability**. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. **Captions**. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

23. **Construction**. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

24. **Survival**. Any provisions of this Agreement which by their terms are intended to be performed after any termination of this Agreement shall survive such termination. The foregoing is in addition to and not in exclusion of any survival provisions elsewhere set forth in this Agreement.

EXECUTED by the parties hereto, by their duly authorized representatives, to be and become effective on the Effective Date.

Amarillo EDC:

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Kevin Carter, President and CEO

{AQHA Signature Page Follows}

AQHA:

AMERICAN QUARTER HORSE ASSOCIATION

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
FORM OF PERFORMANCE REPORT

[AQHA LETTERHEAD]

I, _____[PRINTED NAME]_____, as ____[TITLE]_____ of American Quarter Horse Association, a Texas non-profit corporation ("***AQHA***"), provide this Certificate in connection with that certain Location Incentives Agreement ("***Agreement***") between AQHA and the Amarillo Economic Development Corporation ("***Amarillo EDC***") dated effective as of _____, 2021. Capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement.

I hereby certify and confirm to the Amarillo EDC on behalf of AQHA that the following are true and correct for the Performance Year (as defined in the Agreement) indicated below:

1. To the best of my knowledge, all funds received by AQHA from Amarillo EDC under the Agreement have been used solely for the land, buildings, equipment, facilities, expenditures, targeted infrastructure, or improvements to construct, equip, and improve the Facility and AQHA's operations thereon.

2. Payroll in Amarillo Operations for the indicated Performance Year totaled: $_____.

3. The backup documents and information attached hereto satisfy the conditions of the Agreement and are true, correct, and complete in all respects.

PERFORMANCE YEAR: January 1, 20____ through December 31, 20____

_____

Printed Name: _____

Title: _____

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	May 25, 2021	**Council Priority**	Economic Development and Redevelopment
Department	Economic Development and Neighborhood Revitalization	**Contact Person**	Andrew Freeman, Managing Director of Planning and Special Projects

Agenda Caption

CONSIDER RESOLUTION – BARRIO NEIGHBORHOOD SE 10th AVE STREETSCAPE APPLICATION TO TxDOT TRANSPORTATION ALTERNATIVES SET-ASIDE GRANT

Agenda Item Summary

The SE 10th Avenue Streetscape Improvement Project is one of the high priority projects for the Barrio Neighborhood Plan implementation. It will widen sidewalks, install pedestrian and ADA amenities (trees, lights, ramps, crosswalks, brick pavers, benches, and intersection emblems), and enhance transit stops on the north and south side of SE 10th Avenue, a five-lane TxDOT road (Loop 395) between Garfield St and Ross St in the Barrio neighborhood. A private plaza and alley improvements are also planned in coordination with the streetscape project.

Staff was directed to explore the TxDOT Transportation Alternatives Set-Aside grant program early on as a potential funding source for the estimated $3.1 million project. The BNPC has also formed a fundraising committee and will conduct a capital campaign. The application was accepted to move to the second/final round in April. The amount eligible for TxDOT funding is approximately $1.6 million and the average program award for the grant is $1.395 million.

The grant program requires a public entity as the project sponsor. The sponsor is responsible for the project's development and construction management, as well as the local match. The required match is 20% and is expected to be between $330,000 and $400,000. If awarded, the BNPC will utilize their 2016 Prop #1 bond allocation for the match and the additional administrative costs required of the program.

Requested Action

Approval

Funding Summary

No funding is required at this time. If the grant is awarded, the City would be responsible for the preliminary engineering budget, if any, construction budget, TxDOT's 15% direct state cost for oversight, and the required local match. The 2016 Prop #1 funds allocated to the Barrio will be used for these expenses.

Community Engagement Summary

Community engagement events were conducted as part of the Barrio planning process. Recently, the BNPC hosted a public unveiling of sign toppers and renderings, and has conducted outreach to business owners.

Staff Recommendation

City staff is recommending approval of the resolution.

Gallman, LeAnn

From: Freeman, Andrew
Sent: Wednesday, May 19, 2021 10:19 AM
To: Gallman, LeAnn; Glick, Jonni
Subject: May 25th Agenda Item - Barrio Streetscape Grant
Attachments: 2021 05 18 TA Grant Resolution Transmittal Memo.docx; COA resolution-supporting-detailed-app.pdf

Importance: High

Attached is a memo and resolution for next week's meeting related to the Barrio Streetscape TxDOT Grant application.

Thank you,

Andrew Freeman, EDFP
Managing Director - Planning & Special Projects
City of Amarillo
Ofc: 806-378-5285
Mbl: 806-420-2487
www.amarillo.gov



LSS 5/18/2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO: AUTHORIZING 2021 APPLICATION FOR THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) GRANT FOR THE TRANSPORTATION ALTERNATIES SET-ASIDE (TA) PROGRAM; COMMITTING TO ENTER AN AGREEMENT WITH TXDOT BY RESOLUTION OR ORDINANCE; AUTHORIZINGADMINISTRATIVE ADJUSTMENTS TO DOCUMENTS AS NEEDED; PROVIDING SAVINGS CLAUSE; PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation is seeking applications for the 2021 Transportation Alternatives Set-Aside (TA) Program, and the City of Amarillo plans to submit a project for the total amount of approximately $1.6 million dollars; and

WHEREAS, the TA funds will be used for a Barrio Neighborhood improvement project, which may include construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match of 20%, comprised of cash. The City of Amarillo would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds;

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

SECTION 1. The City of Amarillo supports funding this project as described in the 2021 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's 15% direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing.

SECTION 2. The City Manager or designee is authorized to apply for the 2021 TA Detailed Application for the Texas Department of Transportation (TxDOT) Grant for the total amount of $1.6 million dollars.

SECTION 3. If the City receives the grant, then, the City Council hereby approves the local match of 20%, comprised in cash, to be expended for such project.

SECTION 4. The City Council further commits to entering into an agreement with TxDOT by resolution or ordinance, should the project be selected for funding.

SECTION 5. The City Manager or designee is authorized to make such necessary amendments to the grant application and acceptance as may be required in order to conform such documents to the actual award amount if different from that stated herein.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 25th day of May, 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
LeAnn Gallman,
Interim City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

I

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	May 19, 2021	Council Priority	

Department	Legal	Contact Person	Bryan McWilliams, City Attorney

Agenda Caption

CONSIDER RESOLUTION APPROVING THE SETTLEMENT AGREEMENT BETWEEN THE CITIES OF AMARILLO, LUBBOCK, DALHART, AND CHANNING (THE "CITIES" OR "ALDC"), AND ATMOS ENERGY CORPORATION ("ATMOS" OR "THE COMPANY") REGARDING ATMOS ENERGY'S APPLICATION AND REQUEST TO INCREASE RATES FILED WITH THE CITY ON SEPTEMBER 30, 2020

Agenda Item Summary

On about September 30, 2020 Atmos Energy Corporation ("Atmos" or "Company") filed a Statement of Intent to increase rates within the incorporated areas of the cities of Amarillo, Lubbock, Dalhart and Channing (collectively the "Cities" or "ALDC") in its West Texas Division. Atmos sought an increase of approximately $8.3 million in revenue; this equates to an increase in annual revenue of about 7.7% including the cost of gas and approximately 10.8% excluding the cost of gas. Atmos proposed an effective date of November 4, 2020, for its increased rates.

Atmos's application represents its first general rate case since 2012 (GUD No. 10174). Prior to this filing, Atmos sought annual increases in rates pursuant to the Gas Reliability Infrastructure Program ("GRIP"). However, Atmos has filed the maximum number of GRIP filings it is authorized to make pursuant to state law, and thus, to the extent Atmos seeks to increase it rates, it must do so in a general rate case

Requested Action

Approve the Resolution for the Mayor's signature.

Funding Summary

The City of Amarillo will pay the fees and expenses of its representatives and consultants.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented.

PRIOR CITY ACTION

The City has previously adopted a resolution suspending Atmos's proposed effective date of the rate increase from November 4, 2020 to February 2, 2021. Atmos has since agreed to a further extension of that deadline to June 1, 2021. Through the City's prior resolution, it has also required Atmos to reimburse the City for its reasonable expenses incurred in assessing the merits of Atmos's rate increase request, authorized the retention of Herrera Law & Associates, PLLC as Special Counsel, and authorized the City's participation in a coalition of cities comprised of Amarillo, Lubbock, Dalhart and Channing (collectively referred to as the "Cities" or "ALDC".

DESCRIPTION OF SETTLEMENT

The key terms of the settlement agreement are as follows:

- A rate increase of about $4.55 million, which is approximately 55% of Atmos's requested $8.3 million increase.
- The new rates will be effective for service rendered on and after June 1, 2021.
- Recognition in rates of the decrease in the federal corporate income tax rate from 35% to 21% pursuant to the Tax Cuts and Jobs Act of 2017 ("TCJA").

- Atmos's actual capital structure comprised of 58.8% equity and 41.2% long-term debt.
- Atmos's cost of long-term debt of 4.29%.
- An overall rate return of 7.35% (also known as its "weighted cost of capital").
- Agreement regarding several aspects Atmos is to employ in its future "GRIP" filings, including the capital structure of 58.8% equity and 41.2% long-term debt, a cost of long-term debt of 4.29%, and an overall rate of return of 7.35%.
- Reduction in the customer charge for all rate classes, including a reduction from $27.67 to $15.00 for the Residential rate class and from $200.59 to $50.00 for the Public Authority rate class.
- Reimbursement of the cities' rate case expenses in the amount of $115,950.50

The change in revenues and rate design as a result of the settlement is shown in the following table:

Customer Class	Current	Settlement	Current Revenues	Settlement Revenues	Change in Revenues	Percentage Change in Revenues
Amarillo, Channing & Dalhart						
Residential						
Customer Charge	$27.67	$15.00	$21,963,399	$11,906,432		
Consumption Charge	$0.09205	$0.32946	$4,544,238	$16,264,474		
Total Class Revenue			$26,507,637	$28,170,906	$1,663,269	6.3%
Commercial						
Customer Charge	$69.02	$50.00	$4,953,727	$3,588,617		
Consumption Charge	$0.11056	$0.19071	$2,530,632	$4,365,203		
Total Class Revenue			$7,484,359	$7,953,820	$469,461	6.3%
Industrial and Transportation						
Customer Charge	$808.18	$525.00	$199,620	$129,675		
Consumption Charge	$0.12386	$0.14422	$811,514	$944,910		
Total Class Revenue			$1,011,134	$1,074,585	$63,450	6.3%
Public Authority						
Customer Charge	$200.59	$50.00	$716,964	$178,714		
Consumption Charge	$0.11796	$0.26346	$498,166	$1,112,639		
Total Class Revenue			$1,215,130	$1,291,353	$76,223	6.3%
Total Amarillo, Channing & Dalhart			$36,218,260	$38,490,663	$2,272,403	
Lubbock						
Residential						
Customer Charge	$27.67	$15.00	$22,310,074	$12,094,366		
Consumption Charge	$0.11738	$0.40078	$4,939,235	$16,864,427		
Total Class Revenue			$27,249,309	$28,958,793	$1,709,485	6.3%
Commercial						
Customer Charge	$69.02	$50.00	$5,031,064	$3,644,642		

Consumption Charge	$0.10640	$0.19856	$2,118,541	$3,953,548		
Total Class Revenue			$7,149,605	$7,598,190	$448,585	6.3%
Industrial and Transportation						
Customer Charge	$808.18	$525.00	$360,448	$234,150		
Consumption Charge	$0.08426	$0.11225	$552,698	$736,297		
Total Class Revenue			$913,146	$970,447	$57,300	6.3%
Public Authority						
Customer Charge	$200.59	$50.00	$479,053	$119,411		
Consumption Charge	$0.13740	$0.24975	$516,181	$938,254		
Total Class Revenue			$995,233	$1,057,665	$62,432	6.3%
Total Lubbock			$36,307,294	$38,585,096	$2,277,802	
TOTAL ALDC			$72,525,554	$77,075,759	$4,550,205	

FINAL ACTION AND RECOMMENDATION

ALDC's Special Counsel and consultants are of the opinion that the Settlement Agreement is a reasonable result and believe that the outcome is well within the range of likely outcomes from a fully litigated proceeding, helps minimize rate case expenses materially, while at the same time resulting in just and reasonable rates. In short, ALDC's special counsel and consultants believe the Settlement is a sound result and recommend approval of the Settlement Agreement and its resulting rates.

The Settlement Agreement, if approved, is to be appended to the Resolution approving the Settlement Agreement, as "Attachment A." Attachment A includes several exhibits to the Settlement Agreement in which the actual rates and tariffs are presented, along with a "proof of revenues" that shows that at the new rates, and based on the numbers of customers and their usage as presented in Atmos Energy's rate-filing package, produce the agreed-to increase in revenue.

Further, approval of the settlement means that Atmos would not submit an appeal of the City's decision to the Railroad Commission of Texas ("RCT"), thereby concluding the matter with regard to in-city rates entirely at the City level. An approval by the City brings certainty with regard to the terms and conditions of the Settlement Agreement.

The City must take action on with regard to the Settlement Agreement by June 1, 2021.

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF AMARILLO, TEXAS ("CITY") APPROVING THE SETTLEMENT AGREEMENT BETWEEN THE CITIES OF AMARILLO, LUBBOCK, DALHART, AND CHANNING (THE "CITIES" OR "ALDC"), AND ATMOS ENERGY CORPORATION ("ATMOS" OR "THE COMPANY") REGARDING ATMOS'S APPLICATION TO INCREASE RATES FILED WITH THE CITY ON SEPTEMBER 30, 2020; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETING ACT; REPEALING ANY PRIOR RESOLUTIONS INCONSISTENT WITH THIS RESOLUTION; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, Atmos Energy Corporation ("Atmos" or "Company") filed a Statement of Intent with the City on or about September 30, 2020, seeking authority to change its rates within the corporate limits of the City, specifically to increase its annual revenue requirement by approximately $8.3 million, which equates to an increase in annual revenue of approximately 10.8% excluding the cost of gas; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and under Chapter 104, §103.001 et seq. of GURA has exclusive original jurisdiction over Atmos's rates, operations, and services within the City; and

WHEREAS, the City previously took action to suspend the effective date of the Company's proposed rate increase; to coordinate a response to Atmos's filing with other similarly situated municipalities (comprised of the Cities of Amarillo, Lubbock, Dalhart, and Channing, collectively referred to as the "Cities" or "ALDC"); to require Atmos to reimburse the City for its reasonable rate case expenses in accordance with the Gas Utilities Regulatory Act; and

WHEREAS, by agreement, Atmos Energy extended its proposed effective date of its rates such that the suspension period of Atmos Energy's proposed effective date is extended to March 23, 2021; and

WHEREAS, the City as part of ALDC authorized its attorneys and experts to formulate and review reasonable settlement positions to resolve Atmos's pending request to increase rates; and

WHEREAS, ALDC's attorneys met numerous times with the Company to negotiate a Settlement Agreement resolving the issues raised by the Company's Statement of Intent filing; and

WHEREAS, ALDC's attorneys and experts have evaluated what a likely outcome from a fully-litigated proceeding would be and are of the opinion that an increase in revenue of $4.55 million increase as noted in the negotiated Settlement Agreement compares favorably with a likely outcome from a fully-litigated proceeding; and

WHEREAS, after extensive review and analysis, ALDC's attorneys and experts found a $4.55 million increase in base revenues instead of the $8.3 million increase proposed by Atmos is reasonable; and

WHEREAS, ALDC's attorneys and experts recommend that the Cities of Amarillo, Lubbock, Dalhart, and Channing approve the negotiated Settlement Agreement; and

WHEREAS, the Settlement Agreement is in the public interest;

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. That the City Council finds that the Settlement Agreement, which is attached hereto **ATTACHMENT A,** and incorporated herein, is in the public interest and is hereby approved.

Section 3. That the City Council **DENIES** Atmos's proposed increase in revenue of about $8.3 million and corresponding rates as not being just and reasonable.

Section 4. That the City Council **APPROVES** a change in Atmos's rates reflecting an increase of $4.55 million in Atmos Energy's annual base revenues as just and reasonable.

Section 5. That the City Council **APPROVES** the specific rates and tariffs included in Exhibit A to the Settlement Agreement and finds those rates to be just and reasonable and that such rates shall be effective beginning March 1, 2021, for service rendered on and after that date.

Section 6. That the rate case expenses incurred by the Cities of Amarillo, Lubbock, Dalhart, and Channing related to review of Atmos Energy's application to increase rates are reasonable and directs Atmos Energy to reimburse the Cities' rate case expenses as reflected in Exhibit A to the Settlement Agreement.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the

remaining provision of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That this Resolution shall become effective from and after its passage.

Section 11. A copy of this Resolution shall be sent to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4524 Burnet Road, Austin, Texas 78756 and a courtesy copy to Atmos's local representative.

PASSED AND APPROVED this _____ day of _____, 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
LeAnn Gallman, Interim City Secretary

APPROVED AS TO FORM

_____
Bryan McWilliams, City Attorney

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SETTLEMENT AGREEMENT BETWEEN ATMOS ENERGY CORPORATION, WEST TEXAS DIVISION AND THE CITIES OF AMARILLO, LUBBOCK, DALHART, AND CHANNING

This Settlement Agreement is entered into by and between Atmos Energy Corporation, West Texas Division ("Atmos Energy" or the "Company") and the Cities of Amarillo, Lubbock, Dalhart and Channing ("ALDC Cities") served by the Company's West Texas Division (collectively, the "Signatories").

WHEREAS, Atmos Energy filed its Statement of Intent to increase gas utility rates within the incorporated areas of the ALDC Cities on September 30, 2020; and

WHEREAS, Atmos Energy and the ALDC Cities agree that resolution of this matter by settlement agreement will significantly reduce litigation uncertainties and the amount of reimbursable rate case expenses associated with this matter; and

WHEREAS, this Settlement Agreement resolves all issues between Atmos Energy and the ALDC Cities regarding the Company's 2020 Statement of Intent, which is currently pending before the ALDC Cities, in a manner that Atmos Energy and the ALDC Cities believe is consistent with the public interest, and Atmos Energy and the ALDC Cities represent diverse interests; and

WHEREAS, Atmos Energy and the ALDC Cities believe that the resolution of the issues raised in the 2020 Statement of Intent can best be accomplished by the ALDC Cities approving this Settlement Agreement and the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, Atmos Energy and the ALDC Cities, through their undersigned representative, agree to and recommend for approval by the ALDC Cities the following Settlement Terms as a means of fully resolving all issues between Atmos Energy and the ALDC Cities regarding the 2020 Statement of Intent:

Settlement Terms

1. Upon the execution of this Settlement Agreement, the ALDC Cities will approve an ordinance or resolution to approve the Settlement Agreement and implement the rates, terms and conditions reflected in the tariffs attached to the Settlement Agreement as Exhibit A. Said tariffs reflect an increase of approximately $4,550,000 in the amount of revenues Atmos Energy annually recovers from customers within the ALDC Cities as compared to the amount allowed under currently approved rates.

2. The new rates reflected in the tariffs attached to the Settlement Agreement as Exhibit A and the resulting revenue increase is shown in the proof of revenues attached as Exhibit B. The uniform implementation of gas rates, terms and conditions established by the Settlement Agreement shall be effective for service rendered on or after March 1, 2021. Consistent with the City's authority under Section 103.001 of the Texas Utilities Code, the Settlement Agreement represents a comprehensive settlement of gas utility rate issues

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affecting the rates, operations and services offered by Atmos Energy within the municipal limits of the ALDC Cities arising from the Company's 2020 Statement of Intent.

3. The Signatories agree that the rates reflected in the tariffs attached to the Settlement Agreement as Exhibit A take into account the changes resulting from the passage of the Tax Cuts and Jobs Act of 2017 ("the Act"), which reduced the federal corporate tax rate from 35% to 21% effective January 1, 2018.

4. The Signatories agree that used and useful capital investment made in the West Texas Division system through December 31, 2020 in the amount of $887,591,794 is prudent, just and reasonable, and shall be recovered in rates.

5. The Signatories agree that the West Texas Division depreciation rates approved in *Statement of Intent filed by Atmos Energy Corp. to Change Gas Utility Rates Within the Unincorporated Areas Served by its West Texas Division*, GUD No. 10174 and are currently in effect for the West Texas Division as presented in Exhibit C to this Settlement Agreement should be approved.

6. The Signatories agree that Atmos Energy's actual capital structure comprised of 58.80% equity and 41.20% long-term debt is reasonable and should be approved.

7. The Signatories agree Atmos Energy's long-term cost of debt of 4.29% is reasonable and should be approved.

8. The Signatories agree that any Interim Rate Adjustment ("IRA") filing made with the ALDC Cities pursuant to Texas Utilities Code § 104.301 shall use the following factors until changed by a subsequent general rate proceeding:

   a. An overall rate of return on investment of 7.35%.

   b. For any initial IRA filing, the beginning amount for division-wide net plant in service for the West Texas Division system shall be $887,591,794 as presented in Exhibit C to this Settlement Agreement.

   c. For any initial IRA filing and for any subsequent IRA filings, the depreciation rate for each account shall be those presented in Exhibit C to this Settlement Agreement.

   d. For any initial IRA filing, the customer charge(s) as reflected in the tariffs attached to the Settlement Agreement as Exhibit A will be the starting rate to which any IRA adjustment is applied.

   e. Federal income taxes will be calculated using a 21% rate, unless the federal income tax rate is changed, in which case the new rate will be applied.

   f. The base rate revenue allocation factors to be used to calculate the cost of changes in investment to be recovered from the appropriate customer classes are as follows: Residential at 74.12%, Commercial at 20.18%, Industrial and Transportation at 2.65%, and Public Authority at 3.05%

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g. The average use per month per customer class in order to determine the current and proposed bill information in future IRA filings is as follows: Residential at 57.2 Ccf, Commercial at 295.9 Ccf, Industrial at 9,078.1 Ccf, Transportation at 52,797.2 Ccf, and Public Authority at 1,338.4 Ccf.

9. The Signatories agree that the following amounts are reasonable to establish the base-year levels to track O&M Expense changes in pension-related and other post-employment benefits:

Entity	Pension Account	Post-Employment	Supplemental Executive	Total
SSU Allocated to West Texas	$411,449	$573,677	N/A	$985,126
West Texas Direct	$604,859	$770,707	$57,701	$1,433,267
Total	**$1,016,307**	**$1,344,384**	**$57,701**	**$2,418,393**

10. The Signatories agree that the rates, terms and conditions resulting from this Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Texas Utilities Code and are just and reasonable.

11. The Signatories agree that Atmos Energy shall reimburse the ALDC Cities for their rate case expenses incurred in connection with this Statement of Intent within 30 days of receiving supporting invoices and that Atmos Energy will recover such rate case expenses reimbursed to the ALDC Cities through a 36-month rate-case-expense surcharge recovered through the usage charge. The Signatories agree that ALDC Cities' actual rate-case expenses through January 31, 2021 in the amount of $105,950.50 and estimated expenses for February, 2021 in the amount of $10,000.00, for a total of $115,950.50, are reasonable given the complexity of the issues presented in Atmos Energy's statement of intent.

12. The Signatories agree to support and seek the ALDC Cities approval of the terms outlined in this Settlement Agreement.

13. Except as may be allowed under Rule 408 of the Texas Rules of Evidence, the Signatories agree that all negotiations, discussions, and conferences related to the Settlement Agreement are privileged and inadmissible to prove the validity or invalidity of any issue raised by or presented as part of Atmos Energy's 2020 Statement of Intent filing with the ALDC Cities.

14. The Signatories agree that the terms of the Settlement Agreement are interdependent and indivisible, and that if any of the ALDC Cities issues an ordinance or resolution that is inconsistent with this Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position

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on any fact or issue by virtue of that Signatory's entry into the Settlement Agreement or its subsequent withdrawal.

15. The Signatories agree that this Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes. The matters resolved herein are resolved on the basis of compromise and settlement. Except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding. Each Signatory acknowledges that a Signatory's support of the matters contained in this Settlement Agreement may differ from the position taken or testimony presented by it in other dockets or other jurisdictions. To the extent that there is a difference, a Signatory does not waive its position in any of those other dockets or jurisdictions. Because this is a stipulated resolution, no Signatory is under any obligation to take the same positions as set out in this Settlement Agreement in other dockets or jurisdictions, regardless of whether other dockets present the same or a different set of circumstances, except as otherwise may be explicitly provided by this Settlement Agreement. Agreement by the Signatories to any provision in this Settlement Agreement will not be used against any Signatory in any future proceeding with respect to different positions that may be taken by that Signatory.

16. The provisions of this Settlement Agreement are intended to relate to only the specific matters referred to herein. By agreeing to this Settlement Agreement, no Signatory waives any claim it may otherwise have with respect to issues not expressly provided for herein. The Signatories further understand and agree that this Settlement Agreement represents a negotiated settlement of all issues in this proceeding.

17. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts with facsimile signatures.

Agreed to this 5th day of March 2021.

ATMOS ENERGY CORP., WEST TEXAS DIVISION

DocuSigned by:

By: _____
17DC389390B4C1...
Philip R. Littlejohn
Vice President, Rates and Regulatory Affairs

COUNSEL FOR THE CITIES OF AMARILLO, LUBBOCK, DALHART, AND CHANNING

DocuSigned by:

By: Alfred Herrera
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Alfred R. Herrera
Attorney for Cities of Amarillo, Lubbock, Dalhart, and Channing

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**RESIDENTIAL GAS SERVICE**	
APPLICABLE TO:	**AMARILLO SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after 03/01/2021**	

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 15.00
Consumption Charge	$ 0.32946 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Amarillo, Lubbock, Dalhart, and Channing Interim Rate Adjustment applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**COMMERCIAL GAS SERVICE**	
APPLICABLE TO:	**AMARILLO SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after 03/01/2021**	

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 50.00
Consumption Charge	$ 0.19071 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Amarillo, Lubbock, Dalhart, and Channing Interim Rate Adjustment applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**INDUSTRIAL GAS SERVICE**	
APPLICABLE TO:	**AMARILLO SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after 03/01/2021**	

Availability

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 525.00
Consumption Charge	$ 0.14422 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Amarillo, Lubbock, Dalhart, and Channing Interim Rate Adjustment applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**PUBLIC AUTHORITY GAS SERVICE**	
APPLICABLE TO:	**AMARILLO SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after 03/01/2021**	

Availability

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 50.00
Consumption Charge	$ 0.26346 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Amarillo, Lubbock, Dalhart, and Channing Interim Rate Adjustment applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**AMARILLO SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after 03/01/2021**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	**Amount**
Customer Charge per Meter	$ 525.00
Consumption Charge	$ 0.14422 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

The West Texas Division Amarillo, Lubbock, Dalhart, and Channing Interim Rate Adjustment applies to this schedule.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

Imbalance Fees

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**AMARILLO SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after 03/01/2021**	

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

Replacement Index
In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**RESIDENTIAL GAS SERVICE**	
APPLICABLE TO:	**LUBBOCK SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after 03/01/2021**	

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 15.00
Consumption Charge	$ 0.40078 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Amarillo, Lubbock, Dalhart, and Channing Interim Rate Adjustment applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**COMMERCIAL GAS SERVICE**	
APPLICABLE TO:	**LUBBOCK SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after 03/01/2021**	

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 50.00
Consumption Charge	$ 0.19856 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Amarillo, Lubbock, Dalhart, and Channing Interim Rate Adjustment applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**INDUSTRIAL GAS SERVICE**	
APPLICABLE TO:	**LUBBOCK SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after 03/01/2021**	

Availability

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 525.00
Consumption Charge	$ 0.11225 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Amarillo, Lubbock, Dalhart, and Channing Interim Rate Adjustment applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**PUBLIC AUTHORITY GAS SERVICE**	
APPLICABLE TO:	**LUBBOCK SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after 03/01/2021**	

Availability

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 50.00
Consumption Charge	$ 0.24975 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Amarillo, Lubbock, Dalhart, and Channing Interim Rate Adjustment applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**LUBBOCK SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after 03/01/2021**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	**Amount**
Customer Charge per Meter	$ 525.00
Consumption Charge	$ 0.11225 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

The West Texas Division Amarillo, Lubbock, Dalhart, and Channing Interim Rate Adjustment applies to this schedule.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

Imbalance Fees

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**LUBBOCK SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Services Rendered on and after 03/01/2021**	

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

Replacement Index
In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**SUR - SURCHARGES**	
APPLICABLE TO:	**INCORPORATED CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING**	
EFFECTIVE DATE:	**Services Rendered on and after 03/01/2021**	**PAGE:**

Application

The Rate Case Expense Surcharge (RCE) rate as set forth below is pursuant to the Settlement Agreement between Atmos Energy Corporation West Texas Division and the Cities of Amarillo, Lubbock, Dalhart and Channing (ALDC Cities). This monthly rate shall apply to all customer classes of Atmos Energy Corp., West Texas Divisions' ALDC Cities Service Areas in the amount shown below. The surcharge rate will be in effect for approximately 36 months recovered through the consumption charge until all approved and expended rate case expenses are recovered from the applicable customer classes as documented in the Settlement Agreement. This rider is subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Monthly Calculation

Surcharges will be at the rate shown in the table below:

Rate Schedule	**Rate per Ccf**
All Customer Classes	$0.00025

This rate will be in effect until all approved and expended rate case expenses are recovered under the applicable rate schedules. Atmos Energy Corp., West Texas Division will recover $105,950.05 in actual expense and up to $10,000 in estimated expenses, not to exceed actual expense. The Rate Case Expense Surcharge will be a separate line item on the bill.

ATMOS ENERGY CORPORATION

WEST TEXAS DISTRIBUTION SYSTEM

RATE SCHEDULE:	**WEST TEXAS DIVISION WEATHER NORMALIZATION ADJUSTMENT (WNA) RIDER**	
APPLICABLE TO:	**ALL AREAS IN THE WEST TEXAS DIVISION**	
EFFECTIVE DATE:		

Provisions for Adjustment

The base rate per Ccf (100,000 Btu) for gas service set forth in any Rate Schedules utilized in all cities in the West Texas Division or their environs for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential, commercial, and public authority bills based on meters read during the revenue months of October through May.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

WNAF i	R i (HSF i (NDD-ADD)) = (BL i + (HSF i x ADD)
Where	
i	= any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
WNAF i	= Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
R i	= base rate of temperature sensitive sales for the i^{th} schedule or classification utilized
HSF i	= heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
NDD i	= billing cycle normal heating degree days
ADD i	= billing cycle actual heating degree days
BL i	= base load sales for the i^{th} schedule or Classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

WNA i	WNAF i x qii Where qii is the relevant sales quantity for the j^{th} Customer in i^{th} rate schedule

ATMOS ENERGY CORPORATION, WTX DIVISION
AMARILLO, LUBBOCK, DALHART, AND CHANNING ("ALDC") STATEMENT OF INTENT
PROOF OF REVENUES
TEST YEAR ENDING JUNE 30, 2020

Line No.	Customer Class	Current	Proposed	Bills	Volumes (Ccf)	Current Revenues	Proposed Revenues	Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	**Amarillo:**							
2	**Residential**							
3	Customer Charge	$ 27.67	$ 15.00	793,762		$ 21,963,399	$ 11,906,432	
4	Consumption Charge	$ 0.09205	$ 0.32946		49,367,066	4,544,238	16,264,474	
5	Total Class Revenue					$ 26,507,637	$ 28,170,906	$ 1,663,269
6								
7	**Commercial**							
8	Customer Charge	$ 69.02	$ 50.00	71,772		$ 4,953,727	$ 3,588,617	
9	Consumption Charge	$ 0.11056	$ 0.19071		22,889,220	2,530,632	4,365,203	
10	Total Class Revenue					$ 7,484,359	$ 7,953,820	$ 469,461
11								
12	**Industrial & Transportation**							
13	Customer Charge	$ 808.18	$ 525.00	247		$ 199,620	$ 129,675	
14	Consumption Charge	$ 0.12386	$ 0.14422		6,551,862	811,514	944,910	
15	Total Class Revenue					$ 1,011,134	$ 1,074,585	$ 63,450
16								
17	**Public Authority**							
18	Customer Charge	$ 200.59	$ 50.00	3,574		$ 716,964	$ 178,714	
19	Consumption Charge	$ 0.11796	$ 0.26346		4,223,179	498,166	1,112,639	
20	Total Class Revenue					$ 1,215,130	$ 1,291,353	$ 76,223
21								
22	**Total Amarillo Margin Revenue**					$ 36,218,260	$ 38,490,663	$ 2,272,403
23								

ATMOS ENERGY CORPORATION, WTX DIVISION
AMARILLO, LUBBOCK, DALHART, AND CHANNING ("ALDC") STATEMENT OF INTENT
PROOF OF REVENUES
TEST YEAR ENDING JUNE 30, 2020

Line No.	Customer Class	Current	Proposed	Bills	Volumes (Ccf)	Current Revenues	Proposed Revenues	Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
24	**Lubbock:**							
25	**Residential**							
26	Customer Charge	$ 27.67	$ 15.00	806,291		$ 22,310,074	$ 12,094,366	
27	Consumption Charge	$ 0.11738	$ 0.40078		42,079,015	4,939,235	16,864,427	
28	Total Class Revenue					$ 27,249,309	$ 28,958,793	$ 1,709,485
29								
30	**Commercial**							
31	Customer Charge	$ 69.02	$ 50.00	72,893		$ 5,031,064	$ 3,644,642	
32	Consumption Charge	$ 0.10640	$ 0.19856		19,911,101	2,118,541	3,953,548	
33	Total Class Revenue					$ 7,149,605	$ 7,598,190	$ 448,585
34								
35	**Industrial & Transportation**							
36	Customer Charge	$ 808.18	$ 525.00	446		$ 360,448	$ 234,150	
37	Consumption Charge	$ 0.08426	$ 0.11225		6,559,435	552,698	736,297	
38	Total Class Revenue					$ 913,146	$ 970,447	$ 57,300
39								
40	**Public Authority**							
41	Customer Charge	$ 200.59	$ 50.00	2,388		$ 479,053	$ 119,411	
42	Consumption Charge	$ 0.13740	$ 0.24975		3,756,773	516,181	938,254	
43	Total Class Revenue					$ 995,233	$ 1,057,665	$ 62,432
44								
45	**Total Lubbock Margin Revenue**					$ 36,307,294	$ 38,585,096	$ 2,277,802
46								
47	**Total ALDC Margin Revenue**					$ 72,525,554	$ 77,075,759	$ 4,550,205

6.3%

6.3%

6.3%

6.3%

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6.3%

ATMOS ENERGY CORPORATION, WTX DIVISION
AMARILLO, LUBBOCK, DALHART, AND CHANNING ("ALDC") STATEMENT OF INTENT
INTERIM RATE ADJUSTMENT NET INVESTMENT AND RATE BASE ADJUSTMENTS
PER TEXAS UTILITIES CODE SECTION 104.301
TEST YEAR ENDING JUNE 30, 2020

Line No.	Utility Account	Account Description	Plant Balance	Accumulated Depreciation	Net Plant	Depreciation Rate
	(a)	(b)	(c)	(d)	(e) = (c) - (d)	(f)
1	West Texas Direct:					
2	Distribution Plant					
3	374.01	Land	$ 407,738	$ -	$ 407,738	0.00%
4	374.02	Land Rights	255,613	156,234	99,380	1.56%
5	375.00	Structures & Improvements	321,035	236,764	84,272	3.05%
6	375.01	Structures - Frame	6,154	6,154	-	3.05%
7	375.02	Structures - Land Rights	2,740	2,740	-	3.05%
8	375.03	Improvements	23,347	23,347	-	3.05%
9	376.00	Mains - Cathodic Protection	60,482,663	22,491,743	37,990,921	2.68%
10	376.01	Mains - Steel	178,127,076	34,183,707	143,943,369	2.68%
11	376.02	Mains - Plastic	384,593,212	52,529,486	332,063,726	2.68%
12	377.00	Compressor Station Equipment	217,930	217,930	-	3.33%
13	378.00	M&R Station Equipment - General	25,361,070	5,130,635	20,230,435	2.65%
14	379.00	M&R Station Equipment - City Gate	10,453,066	1,350,908	9,102,158	3.92%
15	380.00	Services	186,968,754	55,608,676	131,360,079	3.55%
16	381.00	Meters	84,577,032	23,792,479	60,784,553	5.97%
17	382.00	Meter installations	79,763,529	(4,950,684)	84,714,213	6.62%
18	383.00	House Regulators	15,820,847	4,148,763	11,672,084	5.89%
19	384.00	House Regulator Installations	1,121,787	1,440,387	(318,599)	5.54%
20	385.00	Industrial M&R Station Equipment	1,965,214	1,837,383	127,831	4.04%
21	386.00	Other Property on Customers' Premises	24,218	24,218	-	1.82%
22	387.00	Other Equipment	1,641,815	965,969	675,847	4.15%
23		Total Distribution Plant	$ 1,032,134,840	$ 199,196,836	$ 832,938,004	
24						

ATMOS ENERGY CORPORATION, WTX DIVISION
AMARILLO, LUBBOCK, DALHART, AND CHANNING ("ALDC") STATEMENT OF INTENT
INTERIM RATE ADJUSTMENT NET INVESTMENT AND RATE BASE ADJUSTMENTS
PER TEXAS UTILITIES CODE SECTION 104.301
TEST YEAR ENDING JUNE 30, 2020

Line No.	Utility Account	Account Description	Plant Balance	Accumulated Depreciation	Net Plant	Depreciation Rate
	(a)	(b)	(c)	(d)	(e) = (c) - (d)	(f)
25	General Plant					
26	302.00	Franchises & Consents	$ 4,264	$ 1,474	$ 2,790	0.00%
27	389.00	Land & Land Rights	1,993,192	(1,225)	1,994,417	0.00%
28	390.00	Structures & Improvements	8,865,127	2,062,107	6,803,020	3.36%
29	390.01	Structures - Frame	5,867,180	1,283,408	4,583,772	3.36%
30	390.02	Structures - Brick	2,629,111	1,001,648	1,627,462	3.36%
31	390.03	Improvements	704,906	211,539	493,367	3.36%
32	390.04	Air Conditioning Equipment	52,092	44,251	7,842	3.36%
33	390.09	Improvements to Leased Premises	1,776,970	1,468,523	308,447	2.67%
34	391.00	Office Furniture & Equipment	1,614,084	1,030,195	583,888	8.28%
35	392.00	Transportation Equipment	215,042	(81,170)	296,213	3.10%
36	393.00	Stores Equipment	14,209	2,365	11,844	2.86%
37	394.00	Tools, Shop, and Garage Equipment	9,884,874	2,540,666	7,344,209	7.07%
38	395.00	Laboratory Equipment	-	-	-	6.04%
39	396.00	Power Operated Equipment	912,837	736,126	176,711	8.84%
40	396.03	Ditchers	4,163	619	3,544	8.84%
41	396.04	Backhoes	111,262	104,837	6,425	8.84%
42	396.05	Welders	57,711	9,450	48,261	8.84%
43	397.00	Communication Equipment	7,887	(71,991)	79,878	19.12%
44	397.05	Telemetering Equipment	32,265	18,630	13,635	19.12%
45	398.00	Miscellaneous Equipment	7,278,324	3,635,693	3,642,631	10.45%
46	399.01	Servers Hardware	-	(546)	546	18.62%
47	399.06	PC Hardware	665,750	665,181	569	19.62%
48	399.07	PC Software	-	-	-	23.19%
49	RWIP	Retirement Work in Progress	-	(2,037,799)	2,037,799	
50		Total General Plant	$ 42,691,250	$ 12,623,981	$ 30,067,269	
51						

ATMOS ENERGY CORPORATION, WTX DIVISION
AMARILLO, LUBBOCK, DALHART, AND CHANNING ("ALDC") STATEMENT OF INTENT
INTERIM RATE ADJUSTMENT NET INVESTMENT AND RATE BASE ADJUSTMENTS
PER TEXAS UTILITIES CODE SECTION 104.301
TEST YEAR ENDING JUNE 30, 2020

Line No.	Utility Account	Account Description	Plant Balance	Accumulated Depreciation	Net Plant	Depreciation Rate
	(a)	(b)	(c)	(d)	(e) = (c) - (d)	(f)
52	WTX General Office (Div 010):					
53	General Plant					
54	389.00	Land & Land Rights	$ 497,018	$ -	$ 497,018	0.00%
55	390.00	Structures & Improvements	4,737,167	931,739	3,805,428	3.36%
56	390.09	Improvements to Leased Premises	12,101	565	11,535	2.67%
57	391.00	Office Furniture & Equipment	598,697	261,246	337,451	8.28%
58	392.00	Transportation Equipment	37,751	14,396	23,355	3.10%
59	394.00	Tools, Shop, and Garage Equipment	372,715	85,912	286,803	7.07%
60	397.00	Communication Equipment	132,302	118,223	14,080	19.12%
61	397.01	Mobile Radios	-	(1,869)	1,869	19.12%
62	397.05	Telemetering Equipment	9,234	6,620	2,613	19.12%
63	398.00	Miscellaneous Equipment	1,211,289	711,741	499,548	10.45%
64	399.01	Servers Hardware	20,144	(22,792)	42,936	18.62%
65	399.03	Network Hardware	31,379	(29,988)	61,367	14.29%
66	399.06	PC Hardware	5,705,929	2,322,706	3,383,223	19.62%
67	399.07	PC Software	355,760	355,723	37	23.19%
68	RWIP	Retirement Work in Progress	-	47,733	(47,733)	
69		Total WTX General Office	$ 13,721,486	$ 4,801,956	$ 8,919,529	
70						
71		Total West Texas Direct	$ 1,088,547,576	$ 216,622,773	$ 871,924,803	
72						

ATMOS ENERGY CORPORATION, WTX DIVISION
AMARILLO, LUBBOCK, DALHART, AND CHANNING ("ALDC") STATEMENT OF INTENT
INTERIM RATE ADJUSTMENT NET INVESTMENT AND RATE BASE ADJUSTMENTS
PER TEXAS UTILITIES CODE SECTION 104.301
TEST YEAR ENDING JUNE 30, 2020

Line No.	Utility Account	Account Description	Plant Balance	Accumulated Depreciation	Net Plant	Depreciation Rate
	(a)	(b)	(c)	(d)	(e) = (c) - (d)	(f)
73	SSU General Office (Div 002):					
74	General Plant					
75	390.00	Structures & Improvements	$ 208,486	$ 46,340	$ 162,146	3.34%
76	390.09	Improvements to Leased Premises	653,801	649,167	4,633	4.06%
77	391.00	Office Furniture & Equipment	393,919	169,186	224,733	4.03%
78	392.00	Transportation Equipment	33,873	2,455	31,418	10.32%
79	394.00	Tools, Shop, and Garage Equipment	9,716	3,544	6,172	8.88%
80	397.00	Communication Equipment	28,567	(905)	29,472	5.54%
81	398.00	Miscellaneous Equipment	10,950	4,058	6,892	1.72%
82	399.00	Other Tangible Property	260	4	256	13.84%
83	399.01	Servers Hardware	2,326,203	604,767	1,721,436	8.62%
84	399.02	Servers Software	608,238	591,648	16,590	8.78%
85	399.03	Network Hardware	486,321	210,660	275,661	8.72%
86	399.06	PC Hardware	242,106	35,758	206,349	8.78%
87	399.07	PC Software	87,779	12,176	75,603	6.64%
88	399.08	Application Software	6,149,019	2,860,790	3,288,228	6.57%
89	399.09	System Software	-	503	(503)	10.32%
90	RWIP	Retirement Work in Progress	-	-	-	
91		Total SSU General Office	$ 11,239,238	$ 5,190,153	$ 6,049,085	
92						
93	SSU Greenville Data Center (Div 002):					
94	General Plant					
95	390.05	Structures & Improvements	$ 256,514	$ 120,735	$ 135,779	3.34%
96	391.04	Office Furniture & Equipment	1,983	1,078	905	4.03%
97		Total SSU Greenville Data Center	$ 258,498	$ 121,813	$ 136,685	
98						

ATMOS ENERGY CORPORATION, WTX DIVISION
AMARILLO, LUBBOCK, DALHART, AND CHANNING ("ALDC") STATEMENT OF INTENT
INTERIM RATE ADJUSTMENT NET INVESTMENT AND RATE BASE ADJUSTMENTS
PER TEXAS UTILITIES CODE SECTION 104.301
TEST YEAR ENDING JUNE 30, 2020

Line No.	Utility Account	Account Description	Plant Balance	Accumulated Depreciation	Net Plant	Depreciation Rate
	(a)	(b)	(c)	(d)	(e) = (c) - (d)	(f)
99	SSU Distribution & Marketing (Div 002):					
100	General Plant					
101	390.20	Structures & Improvements	$ 199	$ 16	$ 183	3.34%
102	390.29	Improvements to Leased Premises	2,993	208	2,785	4.06%
103	391.20	Office Furniture & Equipment	17,688	9,663	8,026	4.03%
104	394.20	Tools, Shop, and Garage Equipment	-	36	(36)	8.88%
105	397.20	Communication Equipment	830	471	359	5.54%
106	398.20	Miscellaneous Equipment	695	123	572	1.72%
107	399.21	Servers Hardware	280,745	60,949	219,796	8.62%
108	399.22	Servers Software	223,457	72,759	150,698	8.78%
109	399.23	Network Hardware	2,088	1,199	889	8.72%
110	399.26	PC Hardware	29,568	12,053	17,515	8.78%
111	399.28	Application Software	2,352,308	1,370,708	981,600	6.57%
112		Total SSU Distribution & Marketing	$ 2,910,572	$ 1,528,186	$ 1,382,385	
113						
114	SSU Aligne Pipe Project (Div 002):					
115	General Plant					
116	399.31	Servers Hardware	$ 6,204	$ 2,564	$ 3,640	8.62%
117	399.32	Servers Software	22,335	3,358	18,977	8.78%
118	399.38	Application Software	412,021	138,311	273,710	6.57%
119		Total SSU Aligne Pipe Project	$ 440,560	$ 144,233	$ 296,327	
120						

ATMOS ENERGY CORPORATION, WTX DIVISION
AMARILLO, LUBBOCK, DALHART, AND CHANNING ("ALDC") STATEMENT OF INTENT
INTERIM RATE ADJUSTMENT NET INVESTMENT AND RATE BASE ADJUSTMENTS
PER TEXAS UTILITIES CODE SECTION 104.301
TEST YEAR ENDING JUNE 30, 2020

Line No.	Utility Account	Account Description	Plant Balance	Accumulated Depreciation	Net Plant	Depreciation Rate
	(a)	(b)	(c)	(d)	(e) = (c) - (d)	(f)
121	SSU Customer Support (Div 012):					
122	General Plant					
123	389.00	Land & Land Rights	$ 275,674	$ -	$ 275,674	0.00%
124	390.00	Structures & Improvements	1,247,068	274,528	972,541	3.34%
125	390.09	Improvements to Leased Premises	269,776	184,235	85,541	4.06%
126	391.00	Office Furniture & Equipment	250,106	101,758	148,348	4.03%
127	397.00	Communication Equipment	183,491	124,854	58,637	5.54%
128	398.00	Miscellaneous Equipment	5,184	1,178	4,006	1.72%
129	399.00	Other Tangible Property	-	(14,796)	14,796	13.84%
130	399.01	Servers Hardware	951,398	568,527	382,870	8.62%
131	399.02	Servers Software	211,840	154,839	57,002	8.78%
132	399.03	Network Hardware	60,350	46,277	14,074	8.72%
133	399.06	PC Hardware	55,823	(6,148)	61,972	8.78%
134	399.07	PC Software	-	(5,486)	5,486	6.64%
135	399.08	Application Software	9,436,035	4,229,192	5,206,843	6.57%
136	RWIP	Retirement Work In Progress	-	-	-	
137		Total SSU Customer Support	$ 12,946,746	$ 5,658,957	$ 7,287,789	
138						

ATMOS ENERGY CORPORATION, WTX DIVISION
AMARILLO, LUBBOCK, DALHART, AND CHANNING ("ALDC") STATEMENT OF INTENT
INTERIM RATE ADJUSTMENT NET INVESTMENT AND RATE BASE ADJUSTMENTS
PER TEXAS UTILITIES CODE SECTION 104.301
TEST YEAR ENDING JUNE 30, 2020

Line No.	Utility Account	Account Description	Plant Balance	Accumulated Depreciation	Net Plant	Depreciation Rate
	(a)	(b)	(c)	(d)	(e) = (c) - (d)	(f)
139	SSU CKV Training Center (Div 012):					
140	General Plant					
141	389.10	Land & Land Rights	$ 79,575	$ -	$ 79,575	0.00%
142	390.10	Structures & Improvements	530,367	159,870	370,497	3.34%
143	391.10	Office Furniture & Equipment	22,567	3,843	18,724	4.03%
144	392.10	Transportation Equipment	4,062	4,062	-	10.32%
145	394.10	Tools, Shop, and Garage Equipment	24,309	8,328	15,981	8.88%
146	395.10	Laboratory Equipment	997	900	97	10.32%
147	397.10	Communication Equipment	13,832	8,185	5,646	5.54%
148	398.10	Miscellaneous Equipment	23,006	6,931	16,075	1.72%
149	399.10	Other Tangible Property	12,702	7,430	5,271	13.84%
150	399.16	PC Hardware	3,126	2,007	1,118	8.78%
151	399.17	PC Software	139	(1,175)	1,314	6.64%
152	399.18	Application Software	-	(420)	420	6.57%
153		Total SSU CKV Training Center	$ 714,680	$ 199,960	$ 514,720	
154						
155		Total Allocated SSU Plant	$ 28,510,294	$ 12,843,303	$ 15,666,991	
156						
157		Total West Texas Net Plant	$ 1,117,057,870	$ 229,466,076	$ 887,591,794	
158						
159		Rate Base Adjustments			$ 794,752	
160						
161	Note:					
162	1. The WTX General Office and SSU Plant Balances and Accumulated Depreciation reflect allocated amounts to West Texas.					

J

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	Mary 25, 2021	**Council Pillar**	Economic Development
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

RESOLUTION – AUTHORIZING THE ISSUANCE OF THE AMARILLO-POTTER EVENTS VENUE DISTRICT SPECIAL TAX AND LEASE REVENUE REFUNDING BONDS, NEW SERIES 2021 AND AUTHORIZING THE SECOND AMENDMENT TO THE AMENDED AND RESTATED LEASE BETWEEN THE CITY AND THE AMARILLO-POTTER EVENTS VENUE DISTRICT

Discussion and consideration of a concurrent resolution and order relating to the Amarillo-Potter Events Venue District Special Tax and Lease Revenue Refunding Bonds, New Series 2021, the Second Amendment to the Amended and Restated Lease between the City and the Amarillo-Potter Events Venue District and resolving other matters incident and related thereto.

Agenda Item Summary

This resolution approves the issuance of the Amarillo-Potter Events Venue District Special Tax and Lease Revenue Refunding Bonds, New Series 2021 and the Second Amendment to the Amended and Restated Lease between the City and the Amarillo-Potter Events Venue District.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The Potter County Commissioner's Court will meet on May 24, 2021 and consider a resolution authorizing the issuance of the bonds. The Amarillo Potter Events Venue District met on May 20, 2021 and approved a resolution authorizing the issuance of the bonds and approved a resolution authorizing the Second Amendment to the Amended and Restated Lease between the City and the Amarillo-Potter Events Venue District.

Staff Recommendation

Staff recommendation is to approve the resolution authorizing the issuance of the Amarillo-Potter Events Venue District Special Tax and Lease Revenue Refunding Bonds, New Series 2021 and the second amendment to the amended and restated lease between the City and the Amarillo-Potter Events Venue District.

RESOLUTION NO. 05-25-21-___

A CONCURRENT RESOLUTION AND ORDER BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS AND THE COMMISSIONER'S COURT OF POTTER COUNTY, TEXAS, RELATING TO THE "AMARILLO-POTTER EVENTS VENUE DISTRICT SPECIAL TAX AND LEASE REVENUE REFUNDING BONDS, NEW SERIES 2021"; APPROVING THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMARILLO-POTTER EVENTS VENUE DISTRICT; AUTHORIZING THE ISSUANCE OF SUCH BONDS, APPROVING THE SECOND AMENDMENT TO AMENDED AND RESTATED LEASE BETWEEN THE CITY AND THE AMARILLO-POTTER EVENTS VENUE DISTRICT; APPROVING SUCH BONDS AS REQUIRED BY SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Amarillo-Potter Events Venue District (the "Issuer") has been duly created and organized pursuant to the provisions of Chapter 335, Local Government Code, as amended (the "Act"), by the City of Amarillo, Texas (the "City") and Potter County, Texas (the "County"); and

WHEREAS, pursuant to the Act, the Issuer is empowered to issue bonds for the purpose of financing an approved venue project, as defined by the Act; and

WHEREAS, on the 17th day of January, 1998, a venue project was approved by the voters within the Issuer and the Board of Directors of the Issuer has financed such approved venue project through the issuance of the "Amarillo-Potter Events Venue District Special Tax and Lease Revenue Bonds, Series 1998" (the "Series 1998 Bonds") and the "Amarillo-Potter Events Venue District Special Tax and Lease Revenue Bonds, Series 2000" (the "Series 2000 Bonds"); and

WHEREAS, the Series 2000 Bonds have been refunded with the proceeds received from the sale of the "Amarillo-Potter Events Venue District Special Tax and Lease Revenue Refunding Bonds, New Series 2005," which have been refunded by the "Amarillo-Potter Events Venue District Special Tax and Lease Revenue Refunding Bonds, New Series 2016," and the Series 1998 Bonds have been refunded with proceeds received from the sale of the "Amarillo-Potter Events Venue District Special Tax and Lease Revenue Refunding Bonds, New Series 2009" (the "Series 2009 Bonds"); and

WHEREAS, the Board of Directors of the Issuer has found and determined that the Series 2009 Bonds should now be refunded with the proceeds of sale of "Amarillo-Potter Events Venue District Special Tax and Lease Revenue Refunding Bonds, New Series 2021" (the "Series 2021 Bonds"); and

WHEREAS, Section 6 of Resolution No. 9-23-97-1 of the City and Section 6 of a concurrent Resolution and Order of the County require the County and the City to approve the issuance of the bonds of the Issuer;

WHEREAS, the City entered into that certain Amended and Restated Lease dated November 1, 1998 (the "1998 Lease") with the District, which was amended by a First Amendment

to Amended and Restated Lease dated as of August 1, 2016 and effective as of September 20, 2016 (the "First Amendment" and together with the 1998 Lease, the "Lease"), with the City; and

WHEREAS, the District and the City desire to amend the Lease in connection with the issuance of the Series 2021 Bonds;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that the Series 2021 Bonds and the project to be refinanced by the Series 2021 Bonds (the "Project") be approved by an "applicable elected representative" (the "AER") after a public hearing following reasonable public notice, as a condition to the exclusion of interest on the Series 2021 Bonds from gross income for federal income tax purposes; and

WHEREAS, an AER for the issuance of the Series 2021 Bonds is the City Council (the "Governing Body") of the City; and

WHEREAS, the duly appointed hearing officer of the Issuer held a public hearing on May 19, 2021, following the publication of an "Amarillo-Potter Events Venue District Notice of Public Hearing Regarding the Issuance of Bonds" (the "Notice"), which Notice contained the date, time and place of the public hearing, in the May 12, 2021 edition of the *Amarillo Globe-News*, being a newspaper of general circulation within the City or within the geographical jurisdictions in which the facilities comprising the Project are located, a copy of which Notice as published and the Minutes of Public Hearing are attached hereto as **Exhibit A**; and

WHEREAS, the Governing Body desires to: (i) confirm action taken with respect to public hearing requirements for the Project; and (ii) approve the Series 2021 Bonds and the Project as required by Section 147(f) of the Code;

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

Section 1: The resolution authorizing the issuance of the Series 2021 Bonds, adopted by the Issuer (the "Issuer Resolution") on May 20, 2021, and submitted to the City Council of the City this day, is hereby approved in all respects.

Section 2: The issuance of the Series 2021 Bonds in accordance with the terms and provisions of the Issuer Resolution is hereby approved.

Section 3: The City Council hereby approves a Second Amendment to Amended and Restated Lease (the "Second Amendment") in substantially the form and substance attached hereto as **Exhibit B** with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem and the City Secretary, as evidenced by their execution and delivery thereof and the Mayor or Mayor Pro Tem and the City Secretary are hereby authorized and directed, for and on behalf of the City, to execute the Second Amendment and such officers are hereby authorized to deliver the Second Amendment.

Section 4: The Governing Body, acting in its capacity as AER pursuant to the requirements of Section 147(f) of the Code, hereby approves the Series 2021 Bonds and the Project located within the City, all as described in the Notice.

Section 5: The Mayor and the City Secretary and the other officers of the City are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution and Order.

Section 6: It is officially found, determined, and declared that the meetings at which this Resolution and Order is adopted was open to the public and public notice of the times, places, and subject matter of the public business to be considered at such meetings, including this Resolution and Order, was given, all as required by Texas Government Code, Chapter 551, as amended.

Section 7: All resolutions or parts thereof that conflict with this Resolution are hereby repealed, to the extent of such conflict.

Section 8: 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 in full force and effect.

Section 7: This Resolution and Order shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this May 25, 2021.

CITY OF AMARILLO, TEXAS

_____
Ginger Nelson, Mayor

ATTEST:

_____
LeAnn Gallman,
Interim City Secretary

(City Seal)

EXHIBIT A

Affidavit of Publication of Notice of Public Hearing and Minutes of Public Hearing

EXHIBIT B

Second Amendment to Amended and Restated Lease