AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, MARCH 22, AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

INVOCATION: Gene Shelburne, Anna Street Church of Christ

PROCLAMATION: "ALCOHOL AWARENESS MONTH"

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 at 8:00 a.m. until Tuesday at 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. Updates from Councilmembers serving on outside boards and commissions:
     - a. Beautification and Public Arts Advisory Board;
     - b. Parks and Recreation Board; and
   - C. Request future agenda items and reports from City Manager.

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

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

   A. **CONSIDER APPROVAL - MINUTES**:
   (Contact: Stephanie Coggins, City Secretary)

   This item considers approval of the City Council minutes for the regular meeting held on March 8, 2022.

   B. **CONSIDERATION OF ORDINANCE NO. 7965**
   (Contact: Kyle Schniederjan, Capital Projects & Development Engineering Director)

   This item is a second and final reading to consider an ordinance approving and adopting the Five-Year Community Investment Program (CIP) for FY 2021/2022 through 2025/2026.

C. **CONSIDERATION OF ORDINANCE NO. 7966**
(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning Lots 6 thru 8, Block 16, Morningside Subdivision, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple Family District 1 (MF-1) to General Retail District (GR). (Vicinity: Amarillo Blvd. and Mirror St.; Applicants: Greg Mitchell for JAMAL Enterprises, LP)

D. **CONSIDERATION OF ORDINANCE NO. 7967**
(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning all of Lots 3 and 4 and the remaining portion of Lot 5, Block 16, Morningside Subdivision, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Heavy Commercial District (HC) to General Retail District (GR). (Vicinity: Amarillo Blvd. and Mirror St.; Applicants: Greg Mitchell for JAMAL Enterprises, LP)

E. **CONSIDER PURCHASE – REMOTE-CONTROL SLOPE MOWER**
(Contact: Donny Hooper, Director of Public Works)
Award to: Kinloch Equipment & Supply, Inc. - $65,332.00 (Buy Board #611-20)

This item considers the purchase of a remote-control slope mower for use by the drainage utility division.

F. **CONSIDER AWARD – AGREEMENT TO REMOVE AND RELOCATE GAS SUPPLY LINES FOR FUTURE CITY HALL PROJECT**
(Contact: Jerry Danforth, Director of Facilities)
Award to: Atmos Energy - $74,317.00

This item considers the award of a contract for the removal and relocation of gas supply lines for the future City Hall project.

G. **CONSIDER AWARD – AGREEMENT TO REMOVE AND RELOCATE COMMUNICATION LINES FOR FUTURE CITY HALL PROJECT**
(Contact: Jerry Danforth, Director of Facilities)
Award to: AT&T - $52,103.87

This item considers the award of a contract for the removal and relocation of communication lines for the future City Hall project.

H. **CONSIDER AWARD – AGREEMENT TO REMOVE AND RELOCATE POWER LINES FOR FUTURE CITY HALL PROJECT**
(Contact: Jerry Danforth, Director of Facilities)
Award to: Xcel Energy - $413,197.65

This item considers the award of a contract for the removal and relocation of power lines for the future City Hall project.

I. **CONSIDER AWARD – AGREEMENT TO REMOVE AND RELOCATE CITY FIBER AND COMMUNICATION LINES FOR FUTURE CITY HALL PROJECT**
(Contact: Jerry Danforth, Director of Facilities)
Award to: Hard Rock Directional Drilling - $123,988.00

This item considers the award of a contract for the removal and relocation of city fiber and communication lines for the future City Hall project.

J. **<u>CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR HOLLYWOOD ROAD WATER RECLAMATION FACILITY DIGESTER MIXING AND SECONDARY BOILER IMPROVEMENTS</u>**
(Contact: Matthew Thomas, City Engineer)
Award to: KSA Engineers, Inc. - $332,500.00

This item considers the award of a professional services agreement to increase the scope of work and bidding services for the digester mixing project for the Hollywood Road Water Reclamation Facility.

K. **<u>CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT DESIGN AND CONSTRUCTION PHASE SERVICES FOR PROPOSITION 1 BOND PROJECT: 34TH AVENUE WIDENING FROM SONCY ROAD TO HELIUM ROAD</u>**
(Contact: Matthew Thomas, City Engineer)
Award to: Halff and Associates. - $1,174,940.00

This item considers the award of a professional engineering services agreement for the design and construction phase services related to the construction of 34th Avenue widening, including necessary utility adjustments and installations from Helium Road to Soncy Road. This agreement will be funded with Proposition 1 voter approved bond proceeds.

L. **<u>CONSIDER AWARD – DOCUMENT MANAGEMENT AND RETENTION SOFTWARE ANNUAL SUPPORT AND MAINTENANCE</u>**
(Contact: Rich Gagnon, Managing Director of Information Technology)
Award to: Open Text, Inc. - $103,172.20

This item considers award of an annual renewal of vendor-provided support and maintenance for Open Text eDocs software which is utilized by all city departments for document management and retention.

M. **<u>CONSIDER AWARD – PUBLIC SAFETY RECORDS MANAGEMENT SOFTWARE ANNUAL MAINTENANCE AGREEMENT</u>**
(Contact: Martin Birkenfeld, Chief of Police)
Award to: Hexagon Safety and Infrastructure - $121,292.16

This item considers award of an annual maintenance agreement for the Intergraph Records Management software used by Amarillo Police Department.

N. **<u>CONSIDER AWARD – SUPPLY AGREEMENT FOR PURCHASE OF FIRE TRUCK PARTS</u>**
(Contact: Brandon Mason, Deputy Fire Chief)
Award to: Lone Star Emergency Group – Not to exceed $140,000.00

This item considers award of an annual supply agreement to purchase Ferrara original equipment manufacturer (OEM) parts to b e used on multiple types of Ferrara apparatus repairs.

O. **<u>CONSIDER AWARD –B-4 AGGREGATE ANNUAL SUPPLY CONTRACT FOR SUMMER SEALCOATING OPERATIONS</u>**
(Contact: Donny Hooper, Director of Public Works)
Award to: J. Lee Milligan – Not to exceed $681,075.00

This item considers the award of an annual contract for the purchase of up to 7,500 cubic yards of pre-coated B-4 Aggregate, used by the Street division during the summer for sealcoating of paved streets.

P. **CONSIDER AWARD – BRASS WATER FITTINGS SUPPLY AGREEMENT**
(Contact: Trent Davis, Purchasing Agent)
Award to: Core & Main LP - $85,408.60

This item considers award of an annual agreement to supply brass water fittings to replenish warehouse stock for use by various departments.

Q. **CONSIDER APPROVAL – INTER-LOCAL AGREEEMENT BETWEEN THE PANHANDLE REGIONAL ADVISORY COUNCIL AND THE CITY OF AMARILLO, TEXAS FOR THE AMBUS PROJECT**
(Contact: Sam Baucom, Deputy Fire Chief)

This item considers approval of an Inter-local Agreement between the Panhandle Regional Advisory Council and the City of Amarillo, Texas to provide an Ambulance Bus (AMBUS) on loan from the State of Texas for use by the Amarillo Fire Department.

R. **CONSIDERATION OF RESOLUTION NO. 03-22-22-1**
(Contact: Laura Storrs, Assistant City Manager)

This item considers approval of a resolution amending the budget of the Tax Increment Reinvestment Zone No. 1, City of Amarillo for the fiscal year October 1, 2021, to September 30, 2022.

3. NON-CONSENT ITEM:

A. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7968**
(Contact: Emily Koller, Assistant Director of Planning)

This item is a public hearing and first reading to consider an ordinance amending the Adopted Comprehensive Plan of the City of Amarillo, Texas by adding the Eastridge Neighborhood Plan as a component; providing for severability; providing for repealer; and providing for publication and providing an effective date.

B. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7969**
(Contact: Brady Kendrick, Planner II)

This item is a public hearing and first reading to consider an ordinance rezoning Lots 19 and 20, Block 3, Miller Heights Addition, an addition to the City of Amarillo, in Section 168, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 (MF- 1) to General Retail District (GR). (Vicinity: NW 9th Ave. and Hughes St.; Applicant: Marcus Hill)

C. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7970**
(Contact: Brady Kendrick, Planner II)

This item is a public hearing and first reading to consider an ordinance rezoning a 20.36 acre tract of unplatted land in Section 58, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Heavy Commercial District (HC) and Agricultural District (A) to Heavy Commercial District (HC). (Vicinity: Interstate 40 and Airport Blvd.; Applicant/s: Drew Donosky for Attebury Farm LLC)

D. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7971**
(Contact: Brady Kendrick, Planner II)

This item is a first reading and consideration of the Vacation of a 10-foot-wide Public Utility Easement lying in Lots 6 and 7, Block 8, North Highland Subdivision of the Tartar Addition, an addition to the City of Amarillo, in Section

157, Block 2, A.B.&M. Survey, Potter County, Texas. (Vicinity: Garfield St. and Amarillo Blvd; Applicant/s: Spencer Weber for Cross Development.

E. **CONSIDER APPROVAL – LAND DEDICATION**
(Contact: Brady Kendrick, Planner II)

This item considers approval of the Dedication of a 15-foot Public Utility Easement in Block 8, North Highlands Subdivision of the Tatar Addition, an addition to the City of Amarillo, in Section 157, Block 2, A.B.&M. Survey, Potter County, Texas. (Vicinity: Garfield St. and Amarillo Blvd; Applicant/s: Spencer Weber for Cross Development.

F. **CONSIDERATION OF ORDINANCE NO. 7972**
(Contact: Laura Storrs, Assistant City Manager)

This item is for the discussion and consideration of all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022", including the adoption of an ordinance authorizing the issuance of such certificates of obligation. The $7.0 million in proceeds will be used for (i) acquiring, constructing, improving and installing lighting for park and recreational facilities and (ii) professional services rendered in connection therewith.

G. **CONSIDER AWARD – LANDSCAPE MAINTENANCE AGREEMENT FOR CITY PARKS AND OTHER LOCATIONS**
(Contact: CONTACT)
Award to:

Lot 1 – Regional Parks – Incircle Management, Inc.-	$ 1,219,053.00
Lot 2 – School Parks – Incircle Management, Inc. -	$ 720,908.10
Lot 3 – Community Parks – Incircle Management, Inc. -	$ 170,250.30
Lot 4 – Undeveloped – Reeder Landscape -	$ 96,863.20
Total award -	$2,207,074.60

This item considers award of contracts for the annual turnkey landscape maintenances of all shrubs, turf, groundcover, annuals, perennials, and mulch within the limits of the property classifications (Regional Parks, School Parks, Community Parks, and Undeveloped Park areas).

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 – Consultation with an attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.
    a. Broadband security and negotiations
B. Sec. 551.074 – Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee:
    a. Discussion of Municipal Judge Laura Hamilton's performance evaluation
C. Sec. 551.076 – Discussion regarding (1) the deployment, or specific occasions for implementation, of security personnel or devices; or (2) a security audit.
D. Sec. 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. Economic development incentive request for a project within the East Gateway TIRZ #2 Boundary
E. Sec. 551.089 – Discussion regarding (1) security assessments or deployments relating to information resources technology; (2) network security information as described by Section 2059.055(b); or (3) the

deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 S. Buchanan Street) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations, or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3014 or the City TDD number at 378-4229.

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

I certify that the above notice of meeting was posted on the electronic bulletin board in City Hall, 601 S. Buchanan, Amarillo, Texas, and the City website (www.amarillo.gov) on or before the 18th day of March 2022, at 4:00 p.m. in accordance with the Open Meetings Laws of the State of Texas, Chapter 551, Texas Government Code.

Stephanie Coggins, City Secretary

A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 8th of March 2022 the Amarillo City Council met at 1:00 p.m. for a regular meeting held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

JARED MILLER	CITY MANAGER
ANDREW FREEMAN	ASSISTANT CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
JENIFER RAMIREZ	ASSISTANT TO THE CITY MANAGER
STEPHANIE COGGINS	CITY SECRETARY

A quorum was established by Mayor Nelson and Councilmembers Powell, Sauer, Smith and Stanley. Mayor Nelson called the meeting to order at 1:02 p.m., welcomed those in attendance, and the following items of business were conducted.

The invocation was given by Lisa Bradshaw of Hillside Christian Church. Mayor Nelson led the Pledge of Allegiance.

PUBLIC ADDRESS

There were no citizens registered to comment during public address.

ITEM 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. Updates from Councilmembers serving on outside boards and commissions:
   a. Animal Management & Welfare Advisory Board;
   b. Local Government Corporation;
C. Quarterly Budget Update;
D. Quarterly Sales Tax Update;
E. Discuss Solid Waste Update; and
F. Request future agenda items and reports from City Manager.

ITEM 2 – CONSENT ACTION ITEMS:

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

A. **CONSIDER APPROVAL - MINUTES:**
(Contact: Stephanie Coggins, City Secretary)

This item considers approval of the City Council minutes for the regular meeting held on February 22, 2022.

B. **CONSIDERATION OF ORDINANCE NO. 7961**
(Contact: Anthony Spanel, Environmental Health Director)

This item is the second and final reading of an ordinance amending the Amarillo Municipal Code, Chapter 8-5, Article IV, Section 8-5-20 to provide an updated scoring system for food hygiene inspections.

C. **CONSIDERATION OF ORDINANCE NO. 7962**
(Contact: Brady Kendrick, Planner II)

This item is the second and final reading of an ordinance to consider an ordinance rezoning a 0.81-acre tract of unplatted land in Section 183, Block 2, A.B.&M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to General Retail District (GR). (Vicinity: Georgia St. and S.W.58th Ave.; Applicant/S: Lawrence Vigil for Vigil Properties LLC)

D. **CONSIDERATION OF ORDINANCE NO. 7963**
(Contact: Brady Kendrick, Planner II)

This item is the second and final reading of an ordinance to consider an ordinance rezoning the east 74 feet of the west 180 feet of Lot 9, Block 8, Pleasant Valley Unit No. 1, a subdivision of the S.E. ¼ and part of the S.W. ¼ of Section 159, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 1 (R-1) to Residential District 1 with Specific Use Permit 199 (R-1/S-199) for the placement of a Type B Manufactured Home. (Vicinity: Withers Ave. and Mountain Dr.; Applicant/s: Leocadio Duarte.)

E. **CONSIDERATION OF ORDINANCE NO. 7964**
(Contact: Martin Birkenfeld, Chief of Police)

This item is a second and final reading of an ordinance amending the Amarillo Municipal Code, Chapter 10-3, Article VII, Section 10-3-11(a) to update maximum non-consent towing fees, and deleting Chapter 10-3, Article VII, Section 10-3-116.

F. **CONSIDER AWARD – ANNUAL CHEMICALS AND PESTICIDE CONTRACT**
(Contact: Michael Kashuba, Director of Parks and Recreation)
Award to: SKTR Inc. dba Pro Chem Sales – $61,118.63

This item considers awarding an annual contract for the purchase of various herbicides, fungicides, and wetting agents to be used throughout the year at Ross Rogers and Comanche Trail Golf Complexes and by the park maintenance division.

G. **CONSIDER AWARD – ANNUAL UNIFORM CONTRACT FOR AMARILLO POLICE DEPARTMENT AND AIRPORT DEPARTMENT**
(Contact: Trent Davis, Purchasing Agent)
Award to: Nardis, Inc. – $158,779.46

This item considers the award of an annual contract to provide uniforms for Amarillo's Airport and Police departments.

H. **CONSIDER AWARD – HIGHWAY LUMINAIRES SUPPLY AGREEMENT**
(Contact: Trent Davis, Purchasing Agent)
Award to: Techline, Inc. – $62,160.00

This item considers award of an annual agreement to supply highway luminaries for use by various city departments.

I. **CONSIDER AWARD – TEMPORARY LABOR SERVICES CONTRACT FOR CIVIC CENTER COMPLEX**

(Contact: Bo Fowlkes, Assistant General Manager)
Award to: Hire Quest – Not to exceed $250,000.00

This item considers award of a one-year contact with two one-year extensions to provide temporary labor services for use throughout the Amarillo Civic Center Complex for services including cleaning, setup, restoration, and event services.

J. **CONSIDER PURCHASE – VIDEO MANAGEMENT PLATFORM**
(Contact: Martin Birkenfeld, Chief of Police)
Award to: ICU Technologies – $50,277.04
(GSA #47QWA18D003K)

This item considers the purchase of a core video management platform to be utilized in the Amarillo Regional Crime Center.

K. **CONSIDER AWARD – CONSTRUCTION SERVICES CONTRACT FOR SEWER MAIN REHABILITATION BY PIPE BURSTING**
(Contact: Matthew Thomas, City Engineer)
Award to: King Solution Services– $1,925,095.00

This item considers the award of a construction services contract to furnish and install a new six-inch sanitary sewer main via the pipe bursting method, sewer taps, and manholes.

L. **CONSIDER AWARD – CONTRACT FOR INTERPRETATION SERVICES**
(Contact: Casie Stoughton, Director of Public Health)
Award to: Refugee Language Project – Not to exceed $400,000

This item considers the award of a two-year contract for interpretation and translation services for the clients of the Amarillo Department of Public Health.

M. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT**
(Contact: Cris Valverde, Director of Planning and Development Services)

This item is the consideration of an Aviation Clear Zone Easement being 4,600 feet above mean sea level above the plat of Valley View South Unit No. 5, a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 175, Block 2, A.B.&M. Survey, Randall County, Texas. (Vicinity: Farmers Ave & Burlington St.; Applicant: Kalem Thomas-President for Derrick & Kalem Transportation, LLC)

N. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT**
(Contact: Cris Valverde, Director of Planning and Development Services)

This item is the consideration of an Aviation Clear Zone Easement being 4,400 feet above mean sea level above the plat of Merrit Estates Unit No. 3, an addition to the City of Amarillo, being a replat of Lot 18E, Block 1, Merrit Estates Unit No. 2, in Section 152, Block 2, A.B.&M. Survey, Randall County, Texas. (Vicinity: Tradewind St. & Meritta Ln.; Applicant: James Del Vecchio)

O. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT**
(Contact: Brady Kendrick, Planner II)

This item is the consideration of an Aviation Clear Zone Easement, being 5,450 feet above mean sea level above the plat of City View Estates Unit No. 21, an addition to the City of Amarillo, being a replat of a portion of Lot 57, Block 35, City View Estates Unit No. 12, in Section 231, Block 2, A.B.&M. Survey, Randall County, Texas. (Vicinity: Farmers Ave. and Western St.; Applicant: Mark Tate for Circle K Stores Inc.)

P. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT**
(Contact: Brady Kendrick, Planner II)

This item is the consideration of an Aviation Clear Zone Easement, being 4,750 feet above mean sea level above the plat of Carnero Addition Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 152, Block 2, A.B.&M. Survey, Randall County, Texas. (Vicinity: Tradewind St. and SE 46th Ave; Applicant: Joel Concepcion Mena and Dianelys Pradas Venero)

Q. **CONSIDER APPROVAL – DEDICATION OF LAND FOR PUBLIC UTILITY EASEMENTS**
(Contact: Brady Kendrick, Planner II)

This item is the consideration of a dedication of a 0.455-acre and a 0.081-acre tract of unplatted land for Public Utility Easements (P.U.E.) being in Section 231, Block 2, A.B.&M. Survey, Randall County, Texas. (Vicinity: Miami Ave. and Loop 335; Applicant: Happy Again, L.P. and Attebury Elevators, LLC)

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Smith and Stanley; voting NO were none; absent were none; the motion passed by a 5-0 vote.

Mayor Nelson recessed the meeting at 2:10 p.m. At 2:32 p.m. Mayor Nelson resumed the meeting.

ITEM 3 – NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson introduced an item for a public hearing and first reading of Ordinance No. 7965. Kyle Schniederjan, Capital Projects and Development Engineering Director, presented the item. Mayor Nelson opened a public hearing. There were no comments. The public hearing was closed. A motion was made to adopt Ordinance No. 7965 approving and adopting the five-year Community Investment Program for fiscal year 2021-2022 through fiscal year 2025-2026 by Councilmember Powell, seconded by Councilmember Sauer.

ORDINANCE NO. 7965
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, APPROVING AND ADOPTING THE FIVE-YEAR COMMUNITY INVESTMENT PROGRAM FOR FY 2021-2022 THROUGH 2025-2026; MAKING CERTAIN FINDINGS; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Smith and Stanley; voting NO were none; absent were none; the motion passed by a 5-0 vote.

ITEM 3B: Mayor Nelson introduced an item for a public hearing and first reading of Ordinance No. 7966. Brady Kendrick, Planner II, presented the item. Mayor Nelson opened a public hearing. There were no comments. The public hearing was closed. A motion was made to adopt Ordinance No. 7966 rezoning Lots 6 thru 8, Block 16, Morningside Subdivision, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple Family District 1 to General Retail District in the vicinity of Amarillo Blvd. and Mirror St. by Councilmember Powell, seconded by Councilmember Smith.

ORDINANCE NO. 7966
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 AMARILLO BOULEVARD AND MIRROR STREET, POTTER COUNTY, TEXAS; PROVIDING A

SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Smith and Stanley; voting NO were none; absent were none; the motion passed by a 5-0 vote.

ITEM 3C: Mayor Nelson introduced an item for a public hearing and first reading of Ordinance No. 7967. Brady Kendrick, Planner II, presented the item. Mayor Nelson opened a public hearing. There were no comments. The public hearing was closed. A motion was made to adopt Ordinance No. 7967 rezoning all of Lots 3 and 4 and the remaining portion of Lot 5, Block 16, Morningside Subdivision, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Heavy Commercial District to General Retail District in the vicinity of Amarillo Blvd. and Mirror St. by Councilmember Powell, seconded by Councilmember Sauer.

ORDINANCE NO. 7967

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 AMARILLO BOULEVARD AND MIRROR STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Smith and Stanley; voting NO were none; absent were none; the motion passed by a 5-0 vote.

ITEM 4 – EXECUTIVE SESSION:

Mr. McWilliams advised at 2:50p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Sec. 551.071 – Consultation with an attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: (a) Commercial and industrial utility users in Potter and Randall Counties; 2) Sec. 551.072 – Discussion regarding the purchase, exchange, lease, or value of real property: (a) Sale of real property located in the Northeast Quadrant of the City of Amarillo; 3) Sec. 551.074 – Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee: (a) Discussion of City Manager Jared Miller's performance evaluation; and 4) Sec. 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) Commercial and industrial utility users in Potter and Randall counties.

At 6:15 p.m., Mr. McWilliams announced that Executive Session was recessed until the following day Mr. Williams advised that the City Council would reconvene in Executive Session the following day, March 9, 2022, at 3:12 p.m. Mr. McWilliams announced that Executive Session was adjourned at 4:45 p.m. on March 9, 2022 and recessed the Regular Meeting.

ATTEST:

Stephanie Coggins, City Secretary	Ginger Nelson, Mayor

B

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	March 22, 2022	**Council Priority**	Economic Development and Redevelopment, Fiscal Responsibility
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan, Director of Capital Projects & Development Engineering		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 7965

This item is a second and final reading of an ordinance approving and adopting the Five-Year Community Investment Program (CIP) for FY 2021/2022 through 2025/2026.

Agenda Item Summary

This item considers an Ordinance adopting the City's Five-year CIP which will guide capital investments over the next five years.

Requested Action

Consider the Ordinance adopting the FY 21/22-FY 25/26 Community Investment Program.

Funding Summary

See the Community Investment Program document and the approved FY 21/22 Annual Budget.

Community Engagement Summary

Community outreach, workshops, multi-media presentations, and Council workshops are held throughout the year.

Staff Recommendation

Recommend approval of the proposed Ordinance.

ORDINANCE NO. 7965

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, APPROVING AND ADOPTING THE FIVE-YEAR COMMUNITY INVESTMENT PROGRAM FOR FY 2021-2022 THROUGH 2025-2026; MAKING CERTAIN FINDINGS; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council of the City of Amarillo, Texas, has directed the City staff to prepare and present a statement of capital projects planned for the next succeeding five (5) fiscal years, with estimates of their cost; and

WHEREAS, the City Manager has presented in detail to the City Council a proposed Community Investment Program (CIP) for Fiscal Years 2021-2022 through 2025-2026; and

WHEREAS, the City Council has considered the input of the public and the recommendations of its staff and hereby determines it to be in the public interest to adopt a five-year Community Investment Program for Fiscal Years 2021-2022 through 2025-2026 to service the public health, safety, and general welfare of the citizens; and

WHEREAS, a copy of the Community Investment Program for Fiscal Years 2021-2022 through 2025 -2026 has been made available for public review and the City Council desires to adopt the Program; and

WHEREAS, the Fiscal Years 2021-2022 through 2025-2026 Community Investment Program provides a general framework to guide project planning and financing over a five-year period; and

WHEREAS, the Fiscal Years 2021-2022 through 2025-2026 Community Investment Program is based on general priorities and available financing as can be anticipated at the present time; and

WHEREAS, it is the intention of the City Council that the Community Investment Program will be updated annually and include five years of planned and affordable projects while considering projects that have been completed in the prior fiscal year.

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The certain compilation identified as the Proposed Community Investment Program for Fiscal Years 2021-2022 through 2025-2026, a copy of which is attached hereto, is hereby incorporated in full by this reference and is hereby adopted as the five-year Community Investment Program for the City of Amarillo, Texas.

SECTION 3. The Community Investment Program will be updated each year to recognize changes in the Program as the result of completed projects, changes in project cost and current financing capability of the City.

SECTION 4. The first year of the Community Investment Program will be adopted each year as the Capital Investment Program for the current fiscal year through the annual budget ordinance.

SECTION 5. Repealer. All Ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict only.

SECTION 6. Severability. If any provision, section, subsection, or clause for any reason is held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council in adopting this Ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 7. Effective Date. This Ordinance shall be effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 8th day of March 2022; and PASSED on Second and Final Reading the 22nd day of March 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

C

Meeting Date	March 22, 2022	Council Priority	Regular Agenda Item – Public Hearing
Department	Brady Kendrick – Planner II Planning and Development Services		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 7966

Second and final reading to consider an ordinance rezoning Lots 6 thru 8, Morningside Subdivision, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple Family District 1 (MF-1) to General Retail District (GR).
VICINITY: Amarillo Blvd. and Mirror St.
APPLICANT/S: Greg Mitchell for JAMAL Enterprises, LP

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Heavy Commercial District to the north, Multiple-Family District 1 and General Retail District to the east, and Multiple-Family District 1 in all other directions.

Proposal

The applicant is requesting a change in zoning in order to develop this tract and the three lots to the north with a car wash. The three lots to the north are set to be considered on the same Council agenda and are only being considered separately due to the fact that the two tracts are separated by an improved alley and have differing characteristics which warrant separate consideration.

If approved, this request and the one associated with the three lots to the north would be part of a unified development site. It must be noted that the applicant will also be submitting a request to vacate the alley immediately north in the near future.

Analysis

Plan's Future Land Use and Character Map, which identifies recommended future land uses. Additionally, staff considers what impact on area existing zoning and development patterns as well as its conformity to the Neighborhood Unit Concept of development (NUC).

The recommended development category for the applicant's tract is General Residential. This category calls for single-family detached residential dwellings, attached housing types, and Planned Developments with a mix of housing types of varying densities.

The applicant's request of General Retail zoning would not fit the Future Land Use and Character Map category. That said, the Planning and Zoning Commission does note that in the area, patterns of development and zoning have varied from the above recommended category. This is illustrated as property to the east has been rezoned to General Retail and developed with a retail land use that was also in a General Residential category (the yellow in the following image).

(Mirror St. and Amarillo Blvd)

Considering the just mentioned change in the recommended development category, the Planning and Zoning Commission is of the opinion that the applicant's request is not out of character with what has occurred in the past to the east.

Regarding the Neighborhood Unit Concept of Development, this concept calls for more intensive uses such as commercial, 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.

When considering the lots to the north and the lots now being discussed as a whole, the applicant's "unified site" for the carwash can be considered to be located at a major arterial intersection (Amarillo Boulevard and Mirror Street) and as such, conforms to the NUC.

It is worth noting that land adjacent to the applicant's tract, although predominately developed with single-family detached homes, is zoned Multiple-Family District 1. Such zoning is one of the recommended transitional zoning districts adjacent to retail areas located at or near major intersections.

Considering existing zoning and development patterns in the area, the Planning and Zoning Commission believes that allowing a retail zoning designation on the applicant's tract would not result in zoning or development patterns new to the area whereas residential adjacent to non-residential currently exists. Therefore, the Planning and Zoning Commission believes that the applicant's request is in line with existing area zoning and development patterns.

Requested Action/Recommendation

Notices have been sent to all property owners within 200 feet regarding the request. At this time of this writing, the Planning Department has received one call from an area property owner regarding this request. The property inquired about the request and commented that he did not have any opposition to the request.

Considering the just mentioned information, the Planning and Zoning Commission recommends **APPROVAL** of the request as presented.

ORDINANCE NO. 7966

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

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

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

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

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

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

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

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

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

> Rezoning of Lots 6 thru 8, Block 16, Morningside Subdivision, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple Family District 1 (MF-1) to General Retail District (GR), being further described in attached Exhibit A, incorporated herein.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 8th day of March, 2022 and PASSED on Second and Final Reading on this the 22nd day of March, 2022.

Ginger Nelson, Mayor

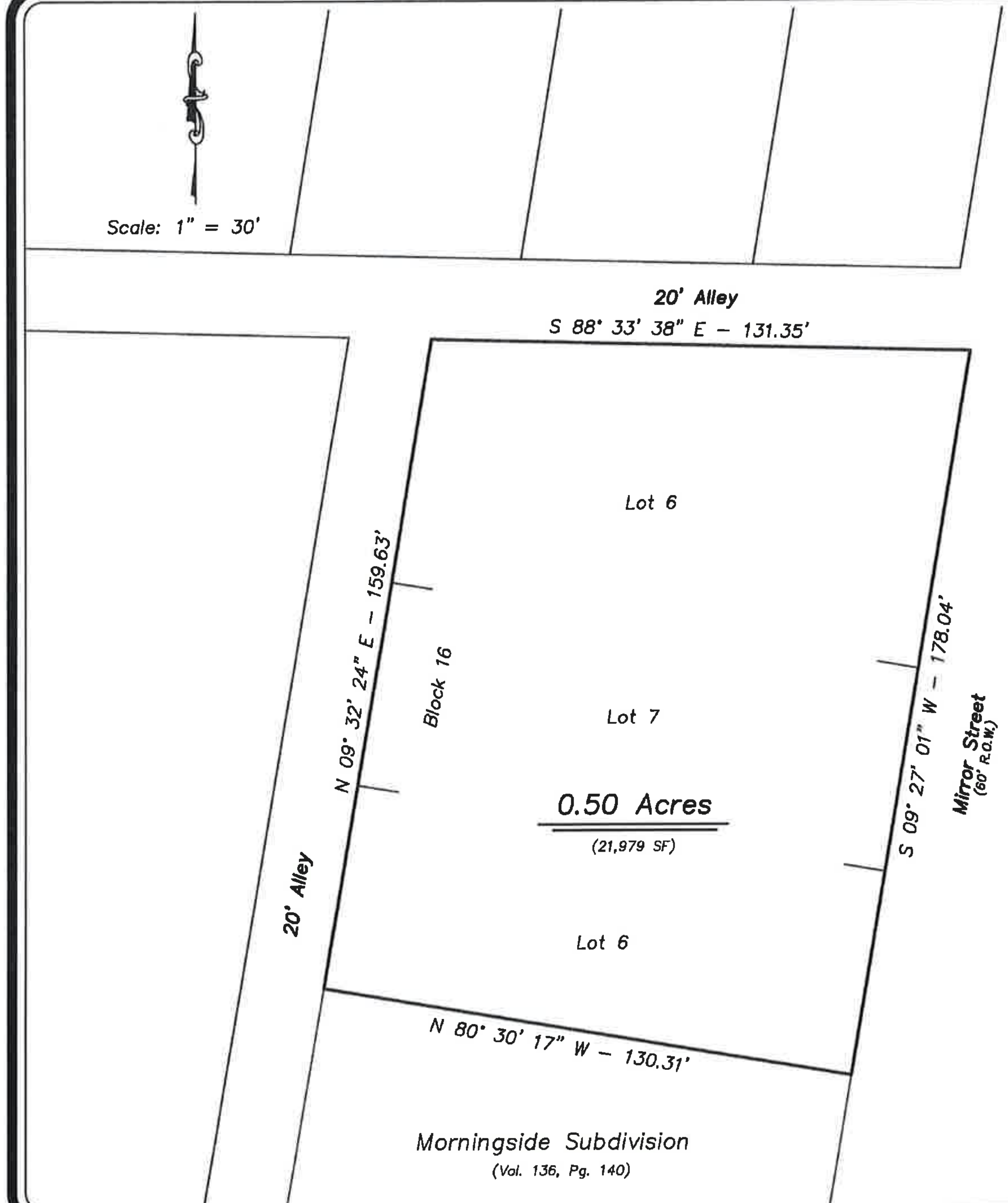
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Exhibit A



Bearings based on the U.S. State Plane Coordinate System (NAD83) – Texas North Zone 4201

Distances shown are ground distances. Grid to ground scale factor: 1.0002507

* * * * * * * * * * * * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered
COUNTY OF COLLINGSWORTH : Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 24th day of January, A.D., 2022.

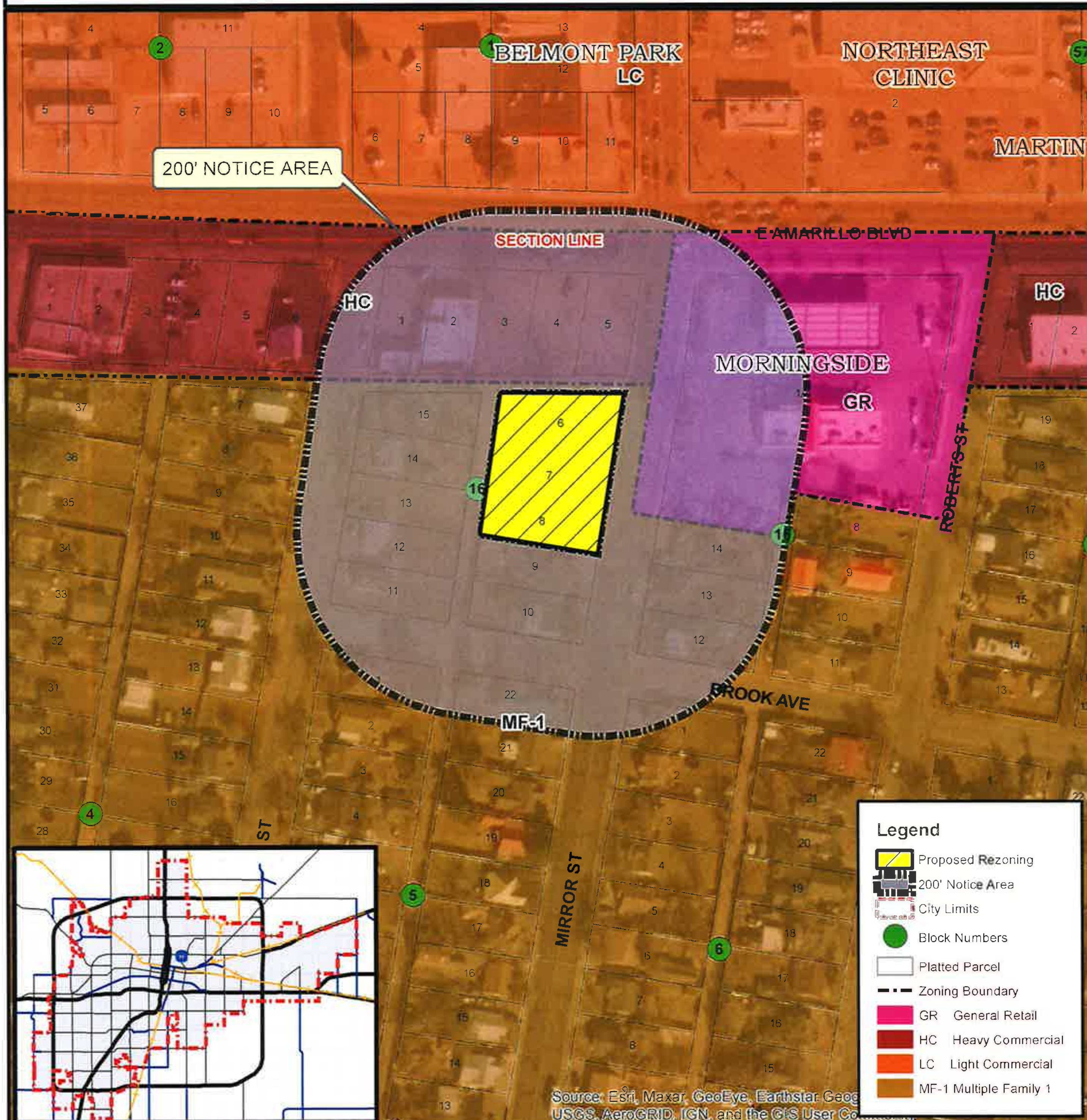
STATE OF TEXAS REGISTERED RICHARD E. JOHNSON 4263 PROFESSIONAL LAND SURVEYOR

Richard E. Johnson
Registered Professional
Land Surveyor #4263

A Plat of Lots 6 thru 8, Block 16, Morningside Sub., City of Amarillo, Potter County, Texas

SCALE: 1" = 30'	Firm No. 10090900	DRAWN BY: JA
DATE: January 2022		FILE NAME:
OJD Engineering, LLC Consulting Engineers & Surveyors		806-447-2503 P.O. Box 543 Wellington, Texas 79095
MF1 to GR Rezoning		DRAWING NUMBER

REZONING FROM MF-1 TO GR



CITY OF AMARILLO
PLANNING DEPARTMENT

Rezoning of Lots 6 thru 8, Block 16, Morningside Subdivision, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple Family District 1 (MF-1) to General Retail District (GR).

Scale: 1 inch = 150 feet
Date: 1/27/2022
Case No: Z-22-05

Owner: Greg Mitchell

Vicinity: Amarillo Blvd & Mirror St..

AP: O-11

D

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	March 22, 2022	**Council Priority**	Regular Agenda Item – Public Hearing
Department	Planning and Development Services Brady Kendrick – Planner II		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 7967

Second and final reading to consider an ordinance rezoning all of Lots 3 and 4 and the remaining portion of Lot 5, Block 16, Morningside Subdivision, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Heavy Commercial District (HC) to General Retail District (GR).
VICINITY: Amarillo Blvd. and Mirror St.
APPLICANT/S: Greg Mitchell for JAMAL Enterprises, LP

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Light Commercial District to the north, Multiple-Family District 1 to the south, General Retail District to the east, and Heavy Commercial District to the west.

Adjacent land uses consist of an auto parts store to the north, a vacant single-family home to the south, a convenience store to the east, and a muffler and radiator shop to the west.

Proposal

The applicant is requesting a change in zoning to develop the site with a car wash. The Planning and Zoning Commission would like to note that this request is associated with a rezoning request on the Council agenda and if approved, would make up the second part of a unified development site.

Analysis

The Planning and Zoning Commission's analysis of zoning change requests begins with referring to the Comprehensive Plan's Future Land Use and Character Map, which identifies recommended future land uses. Additionally, the Planning and Zoning Commission considers what impact on area existing zoning and development patterns as well as its conformity to the Neighborhood Unit Concept of development (NUC).

The applicant's tract is identified as being in the General Commercial category. This category calls for a wide range of commercial retail and services uses at varying scales and intensities depending on the site. The applicant's request for General Retail would conform with this category.

Regarding the Neighborhood Unit Concept of Development, the concept calls for more intensive uses to be located at or near arterial intersections with a transition in zoning to less intensive uses away from the intersections. The applicant's tract is located at an intersection of two arterial streets (Amarillo Boulevard and Mirror Street) and conforms with the NUC.

The Planning and Zoning Commission also notes that currently, this tract is zoned as Heavy Commercial District which would allow for the applicant's use by right. The applicant desired to have uniformed zoning for the entirety of their site as Heavy Commercial District would not have been appropriate zoning to expand southward. Additionally, the Planning and Zoning Commission notes that a down-zoning from Heavy Commercial to General Retail District could be a positive impact to the neighborhood as retail zoning would effectively eliminate certain land uses (Machine Shops, Laundry Plants, Bar or Tavern, Unscreened Outdoor Storage, Wholesale Petroleum Product Storage to name a few) not considered compatible with near-by single-family homes.

Considering the just mentioned and surrounding zoning and development patterns, the Planning and Zoning Commission believes that the request if approved would represent a logical continuation of development and zoning patterns in the area and would not result in detrimental impacts to the surrounding area.

Requested Action/Recommendation

Notices have been sent to all property owners within 200 feet regarding the request. As of this writing, no comments have been received.

Considering the just mentioned information, the Planning and Zoning Commission recommends **APPROVAL** of the request as presented.

ORDINANCE NO. 7967

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

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

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

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

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

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

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

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

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

> Rezoning of all of Lots 3 and 4 and the remaining portion of Lot 5, Block 16, Morningside Subdivision, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Heavy Commercial District (HC) to General Retail District (GR).

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 8th day of March, 2022 and PASSED on Second and Final Reading on this the 22nd day of March, 2022.

Ginger Nelson, Mayor

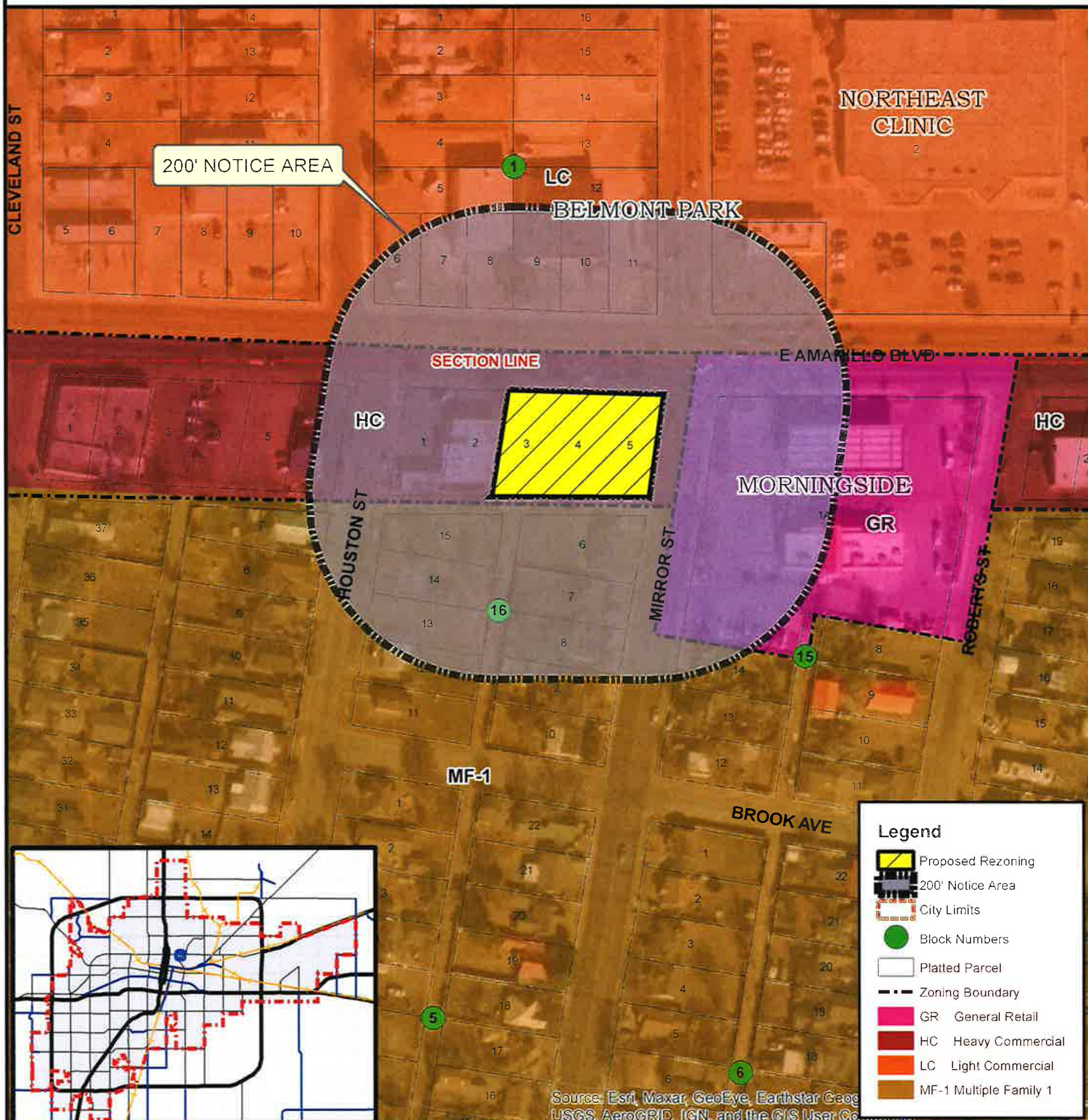
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

REZONING FROM HC TO GR



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 150 feet
Date: 2/2/2022
Case No: Z-22-06

Z-22-06 Rezoning of all of Lots 3 and 4 and the remaining portion of Lot 5, Block 16, Morningside Subdivision, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Heavy Commercial District (HC) to General Retail District (GR).

VICINITY: Amarillo Blvd. and Mirror St.
APPLICANT/S: Greg Mitchell for JAMAL Enterprises, LP

AP: O-11

E

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 22, 2022	Council Priority	Fiscal Responsibility, Customer Service
Department	Public Works - Fleet Services Division		
Contact	Donny Hooper, Public Works Director		

Agenda Caption

CONSIDER PURCHASE – REMOTE-CONTROL SLOPE MOWER
Award to: Kinloch Equipment & Supply Inc. $65,332.00
Purchase will be thru Buy Board contact # 611-20

Agenda Item Summary

21/22 Budget approved addition to Drainage Utility Division.

Requested Action

Recommend purchase approval of Remote-Control Slope Mower for Drainage Utility Division. This purchase will be on Buy Board contract # 611-20. Contract purchase assures discounted governmental pricing and quicker delivery schedules. Contract purchase of equipment allows for uniformity of specialized equipment, control maintenance cost associated with training and repair compared to multiple manufacturers.

Funding Summary

Funding for this purchase will be from 61120.84200 Fleet Services – Machinery General.
Total Purchase $65,332.00

Community Engagement Summary

N/A

Staff Recommendation

Staff Recommends approval of purchase of Slope Mower.

Bid No. 7237 Remote Controlled Slope Mower
Opened 4:00 p.m. March 3, 2022

To be awarded as one lot	KINLOCH EQUIPMENT & SUPPLY, INC.	
Line 1 TK 60XP Remote Control Lawn Mower, per specifications		
1 ea		
Unit Price	$62,950.000	
Extended Price		62,950.00
Line 2 Winch with remote control for use in front or rear, per specifications		
1 ea		
Unit Price	$1,082.000	
Extended Price		1,082.00
Line 3 Freight, per specifications		
1 ea		
Unit Price	$1,300.000	
Extended Price		1,300.00
Bid Total		65,332.00
Award by Vendor		$ 65,332.00
City		Pasadena, TX

F

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO CITY MANAGERS OFFICE

Meeting Date	March 22, 2022	Council Priority	Infrastructure
Department	Facilities 1252		
Contact	Jerry Danforth, Director of Facilities		

Agenda Caption

CONSIDER AWARD – AGREEMENT TO REMOVE AND RELOCATE GAS SUPPLY LINES FOR FUTURE CITY HALL PROJECT
Award to: Atmos Energy - $74,317.00

Approval of Atmos Energy Bid to remove and relocate gas supply lines for the future City Hall Project located at 600 south Grant at a cost of $74,317.00

Agenda Item Summary

Approval of Atmos Energy Bid to remove and relocate power lines for the future City Hall Project located at 600 south Grant at a cost of $74,317.00. This would take the underground gas lines currently located in the ally and move the gas supply to an underground service on both the south side and the north side.

Requested Action

Approval of bid

Funding Summary

411760.1030.17400 City Hall Construction Project

Community Engagement Summary

N/A

Staff Recommendation

Approval of Atmos Energy Bid

G

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 22, 2022	**Council Priority**	Infrastructure
Department	Facilities 1252		
Contact	Jerry Danforth, Director of Facilities		

Agenda Caption

CONSIDER AWARD – AGREEMENT TO REMOVE AND RELOCATE COMMUNICATION LINES FOR FUTURE CITY HALL PROJECT
Award to: AT&T - $52,103.87

Approval of AT&T Bid to remove and relocate communication lines for the future City Hall Project located at 600 south Grant at a cost of $52,103.87

Agenda Item Summary

Approval of AT&T Bid to remove and relocate communication lines for the future City Hall Project located at 600 south Grant at a cost of $52,103.87. This would take the Communication lines currently located in the ally and move the Communication lines to an underground service on both the south side and the north side.

Requested Action

Approval of bid

Funding Summary

411760.1030.17400 City Hall Construction Project

Community Engagement Summary

N/A

Staff Recommendation

Approval of AT&T Bid

H

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 22, 2022	**Council Priority**	Infrastructure
Department	Facilities 1252		
Contact	Jerry Danforth, Director of Facilities		

Agenda Caption

CONSIDER AWARD – AGREEMENT TO REMOVE AND RELOCATE POWER LINES FOR FUTURE CITY HALL PROJECT
Award to: Xcel Energy - $413,197.65

Approval of Xcel Energy Bid to remove and relocate power lines for the future City Hall Project located at 600 south Grant at a cost of $413,197.65

Agenda Item Summary

Approval of Xcel Energy Bid to remove and relocate power lines for the future City Hall Project located at 600 south Grant at a cost of $413,197.65. This would take the powerlines currently located in the ally and move the power supply to an underground service on both the south side and the north side.

Requested Action

Approval of bid

Funding Summary

411760.1030.17400 City Hall Construction Project

Community Engagement Summary

N/A

Staff Recommendation

Approval of Xcel Bid

I

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 22, 2022	**Council Priority**	Infrastructure
Department	Facilities 1252		
Contact	Jerry Danforth, Director of Facilities		

Agenda Caption

CONSIDER AWARD – AGREEMENT TO REMOVE AND RELOCATE CITY FIBER AND COMMUNICATION LINES FOR FUTURE CITY HALL PROJECT
Award to: Hard Rock Directional Drilling - $123,988.00

Approval of Hard Rock Directional Drilling Bid to remove and relocate city fiber and communication lines for the future City Hall Project located at 600 south Grant at a cost of $123,988.00

Agenda Item Summary

Approval of Hard Rock Directional Drilling Bid to remove and relocate city fiber and communication lines for the future City Hall Project located at 600 south Grant at a cost of $123,988.00. This would take the Communication lines currently located at 823 south Johnson in the ally and move the Communication lines to an underground service on both the south side and the north side.

Requested Action

Approval of bid

Funding Summary

411760.1030.17400 City Hall Construction Project

Community Engagement Summary

N/A

Staff Recommendation

Approval of Hard Rock Directional Drilling Bid

J

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 22, 2022	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas, City Engineer		

Agenda Caption

CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR HOLLYWOOD ROAD WATER RECLAMATION FACILITY DIGESTER MIXING AND SECONDARY BOILER IMPROVEMENTS
Award to: KSA Engineers, Inc. - $332,500.00

This item considers the award of a professional services agreement to increase the scope of work and bidding services for the digester mixing project for the Hollywood Road Water Reclamation Facility (WRF).

Agenda Item Summary

This item is to consider approval of the professional services agreement. Contract No. 3 Professional Services Agreement with KSA Engineers, Inc. increases the scope of work and bidding services for the digester mixing project for the Hollywood Road WRF. The contract is for increased scope for resident project representation with the River Road WRF Digester Mixing and Secondary Boiler projects.

Requested Action

Consider approval of agreement with KSA Engineers, Inc. in the amount of $332,500.00 for execution by the City Manager.

Funding Summary

Funding for this project is available in Project Budget Number 530017. The project was approved in the FY 17/18 Community Investment Program. This project is funded with water and sewer revenue bonds.

Community Engagement Summary

The work is located within the boundaries of the Hollywood Road Wastewater Reclamation Facility. As the project progresses through construction, coordination will occur with Hollywood Road WRF personnel.

Staff Recommendation

City Staff is recommending approval of the contract.

K

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO CITY MANAGER

Meeting Date	March 22, 2022	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas, City Engineer		

Agenda Caption

CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT DESIGN AND CONSTRUCTION PHASE SERVICES FOR PROPOSITION 1 BOND PROJECT: 34TH AVENUE WIDENING FROM SONCY ROAD TO HELIUM ROAD

Award to: Halff and Associates. - $1,174,940.00

This item is to consider approval of the professional engineering services agreement for the design and construction phase services related to the construction of 34th Avenue arterial road.

Agenda Item Summary

This item is to consider approval of the professional engineering services agreement for the design and construction of 34th Avenue Widening including necessary utility adjustments and installations from Helium Road to Soncy Road. Professional engineering services tasks include:

- Project management
- Drainage analysis of road basin
- Pavement section design
- Preliminary and final design
- Bidding
- Construction Phase Services including RPR

It is anticipated that the road widening will be 1 mile in length. The widening will connect the existing five lane arterial just West of Soncy Road to Loop 335 to the south. The anticipated schedule is approximately 9 months for design phase and another 18 months for construction phase, which would put project completion near the summer 2024.

Requested Action

Consider approval of the agreement for execution by the City Manager.

Funding Summary

Funding for this agreement is available in the Project Budget Number 462017. Funding for this project was approved in the FY 16/17 thru 20/21 Community Investment Program. This project is funded with Proposition I bond funds.

Community Engagement Summary

The professional services agreement has a small public impact. Affected property owners and stakeholders will be engaged throughout the design and construction of this project.

Staff Recommendation

City Staff is recommending approval of the agreement.

L

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	March 22, 2022	**Council Priority**	Fiscal Responsibility
Department	Information Technology		
Contact	Rich Gagnon, Managing Director of IT		

Agenda Caption

CONSIDER AWARD – DOCUMENT MANAGEMENT AND RETENTION SOFTWARE ANNUAL SUPPORT AND MAINTENANCE

Award to: Open Text, Inc. - $103,172.20

This purchase renews annual vendor-provided support and maintenance for Open Text eDOCS software which is utilized by all City departments for document management and retention.

Agenda Item Summary

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

Requested Action

Approval of award to Open Text Inc. in the amount of $103,172.20.

Funding Summary

Funding is available in Information Technology account 62021.69300.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 7227 OPEN TEXT/EDOCS RENEWAL
Opened 4:00 p.m., February 17, 2022

To be awarded as one lot	OPENTEXT	
Line 1 eDocs DM Standard named user client maintenance 500 Lic Product #1000022719, per specifications		
1 ea		
Unit Price	$69,175.100	
Extended Price		69,175.10
Line 2 eDocs RM Standard named user client maintenance 500 Lic Product #1000022743, per specifications		
1 ea		
Unit Price	$32,822.390	
Extended Price		32,822.39
Line 3 eDocs DM Imaging Client 25 Lic Product #1000022729, per specifications		
1 ea		
Unit Price	$854.870	
Extended Price		854.87

To be awarded as one lot	OPENTEXT	
Line 4 eDocs RM Admin Tool 2 Lic Product #1000022737, per specifications		
1 ea		
Unit Price	$319.840	
Extended Price		319.84
Bid Total		103,172.20
Award by Vendor		$ 103,172.20
City		San Mateo, CA

M

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	March 22, 2022	**Council Priority**	Public Safety
Department	Amarillo Police Department		
Contact	Martin Birkenfeld, Chief of Police		

Agenda Caption

CONSIDER AWARD – PUBLIC SAFETY RECORDS MANAGEMENT SOFTWARE ANNUAL MAINTENANCE AGREEMENT
Award to: Hexagon Safety and Infrastructure - $121,292.16

This item considers award of an annual maintenance agreement for the Intergraph Records Management software used by Amarillo Police Department.

Agenda Item Summary

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 also accurate information to support Law Enforcement operations, Investigations and Administration. For the Amarillo Police Department, 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.

Requested Action

Request Council's approval for the purchase of the annual maintenance agreement for Hexagon.

Funding Summary

No State or Federal funds will be used for this purchase. Funding is available in Account # 1610.69300.

Community Engagement Summary

N/A

Staff Recommendation

City Staff recommends approval.

Bid No. 7016 ANNUAL RENEWAL HEXAGON SAFETY
Opened 4:00 p.m. February 28, 2022

To be awarded as one lot	INTERGRAPH CORP DBA HEXAGON SAFETY & INFRASTRUCTURE	
Line 1 IPS2304C, per specifications		
12 mo		
Unit Price	$283.340	
Extended Price		3,400.08
Line 2 IPS2304TST C, per specifications		
12 mo		
Unit Price	$0.000	
Extended Price		-
Line 3 IPS2043TST, per specifications		
12 mo		
Unit Price	$0.000	
Extended Price		-
Line 4 IPS2043, per specifications		
12 mo		
Unit Price	$0.000	
Extended Price		-
Line 5 IPSCUSTO M99, per specifications		
12 mo		
Unit Price	$89.730	
Extended Price		1,076.76
Line 6 PSA2100TST, per specifications		
12 mo		
Unit Price	$0.000	
Extended Price		-
Line 7 PSA2100, per specifications		
12 mo		

Unit Price	$209.480	
Extended Price		2,513.76

Line 8 PSA2110-TXTST, per specifications

12 mo		
Unit Price	$0.000	
Extended Price		-

Line 9 PSA2110-TX, per specifications

12 mo		
Unit Price	$521.480	
Extended Price		6,257.76

Line 10 RMS0016C, per specifications

12 mo		
Unit Price	$2,218.230	
Extended Price		26,618.76

Line 11 RMS0016L OB , per specifications

12 mo		
Unit Price	$0.000	
Extended Price		-

Line 12 RMS0016TS TC, per specifications

12 mo		
Unit Price	$0.000	
Extended Price		-

Line 13 RMS0017C, per specifications

12 mo		
Unit Price X 125	$40.790	
Extended Price		61,185.00

Line 14 RMS0017TST, per specifications

12 mo		
Unit Price X 125	$0.000	

Extended Price		-
Line 15 RMSCUSTO M15, per specifications		
12 mo		
Unit Price	$417.670	
Extended Price		5,012.04
Line 16 IPS3042-TST, per specifications		
12 mo		
Unit Price	$0.000	
Extended Price		-
Line 17 IPS3042, per specifications		
12 mo		
Unit Price	$441.000	
Extended Price		5,292.00
Line 18 In Pursuit Cagis Server, per specifications		
12 mo		
Unit Price X 125	$662.600	
Extended Price		7,951.20
Line 19 In Pursuit Cagis Client , per specifications		
12 mo		
Unit Price X 5	$33.080	
Extended Price		1,984.80
Bid Total		121,292.16
Award by Vendor		$121,292.16
City		Madison, AL

N

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 22, 2022	Council Priority	Public Safety
Department	1910-Fire Department		
Contact	Brandon Mason, Deputy Chief		

Agenda Caption

CONSIDER AWARD – SUPPLY AGREEMENT FOR PURCHASE OF FIRE TRUCK PARTS
Award to: Lone Star Emergency Group – Not to exceed $140,000.00

The supply agreement for Ferrara OEM parts for $140,000. The parts will be used on multiple types of Ferrara apparatus repairs.

Agenda Item Summary

This request is to provide a source for OEM Ferrara fire truck parts to repair our fleet. The supply agreement is listed at $140,000 and ensures a steady supply of repair parts in a timely manner. The agreement can expire in one year or if the funding is expended prior to a year.

Requested Action

The Fire Department is requesting the approval for $140,000 to source Ferrara fire parts.

Funding Summary

The funding source is AFD auto parts account 1910.52050.

Community Engagement Summary

None

Staff Recommendation

Bid No. 6997 Annual Renewal Ferrara Fire Fleet Parts Maintenance Supply Agreement
Opened 4:00 p.m., March 10, 2022

To be awarded by lot.	LONE STAR EMERGENCY GROUP	
Line 1 Miscellaneous Ferrara Fleet Parts, per specifications		
1 ea		
Unit Price	$140,000.000	
Extended Price		140,000.00
Bid Total		140,000.00
Award by Vendor		140,000.00
City		Houston, TX

O

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 22, 2022	**Council Priority**	Transportation
Department	Street/1420		
Contact	Donny Hooper, Director of Public Works		

Agenda Caption

CONSIDER AWARD –B-4 AGGREGATE ANNUAL SUPPLY CONTRACT FOR SUMMER SEALCOATING OPERATIONS
Award to: J. Lee Milligan – Not to exceed $681,075.00

This item is to consider award of a contract for the purchase of up to 7,500 cubic yards of Pre-coated B-4 Aggregate, used by the Street Division during the summer for sealcoating of paved streets.
J. Lee Milligan Inc. - $681,075.00

Agenda Item Summary

Pre-coated B-4 Aggregate, in conjunction with Asphaltic Cement (AC-5), is used during the sealcoating process. AC-5 is applied to the street surface as a sealant, followed by the pre-coated 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. This contract allows for the purchase of up to 7,500 cubic yards of Pre-coated B-4 aggregate within FY21/22.

Requested Action

Consider approval and award to best evaluated bidder meeting specification, J. Lee Milligan Inc. in the amount of $681,075.00.

Funding Summary

Funding for this item is available in the Street Division Budget 1420.68300 (R&M Improvements) up to $710,000. The cost of $90.81 per cubic yard is a 1.46% increase from the current contract price of $89.50 per cubic yard. No State or Federal funds will be used for the purchase of this product.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of this bid.

BEST VALUE BID NO. 7181 FOR CITY OF AMARILLO B-4 AGGREGATE (PRE-COATED) ANNUAL CONTRACT

Points Compilation Evaluation Criteria Ranking	The Purchase Price:	The reputaiotn of the bidder and of the bidder's goods or services:	The Quality of the bidder's goods or servies and the suitability of proposed product to meet specifications along with the extent to which the goods or services meet specifications along with the extent to which the goods or services meet the City's needs:	The bidder's past relationship with City of Amarillo as well as performance on past City contracts:	Total Points Possible	Ranking	
	Points Possible						
Vendor	90	90	90	30	300		Comments
J. LEE MILLIGAN INC.	90.00	86.00	86.00	28.00	290.00	1	
Date: 2-28-22							

P

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO CITY MANAGER

Meeting Date	March 22, 2022	Council Priority	Fiscal Responsibility
Department	Central Stores		
Contact	Trent Davis Purchasing Agent		

Agenda Caption

CONSIDER AWARD – BRASS WATER FITTINGS SUPPLY AGREEMENT
Award to: Core & Main LP - $85,408.60

This item considers award of an annual agreement to supply brass water fittings to replenish warehouse stock for use by various departments.

Agenda Item Summary

Bid #7190
These items are to consider for award of the Brass Water Fittings Supply Agreement.

Requested Action

Consider approval of the award for the Brass Water Fittings Supply Agreement.

Funding Summary

Funding is available in inventory account 1000.15400

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of award

Bid No. 7190 Brass Water Fittings Supply Agreement
Opened 4:00 p.m., February 24, 2022

To be awarded as one lot	CORE & MAIN, LP		PREMIER WATERWORKS, INC	
Line 1 Coupling, 3/4" (NL) CTS X CTS, Equal to Ford C44-33Q-NL, per specifications				
100 ea				
Unit Price	$17.850		$18.15	
Extended Price		1,785.00		1,815.00
Line 2 Coupling, 1" (NL) CTS X CTS, Equal to Ford C44-44Q-NL, per specifications				
100 ea				
Unit Price	$20.400		$20.76	
Extended Price		2,040.00		2,076.00
Line 3 Coupling, 3/4" Straight (NL) FIP X CTS, AYMCDONALD 74754Q, Equal To Ford C14-33Q-NL, per specifications				
25 ea				
Unit Price	$15.450		$15.68	
Extended Price		386.25		392.00
Line 4 Coupling, 1" Straight (NL) FIP X CTS AYMCDONALD 74754Q, Equal to Ford C14-44Q-NL per specifications				
25 ea				
Unit Price	$20.900		$21.28	
Extended Price		522.50		532.00
Line 5 Coupling, 2" Straight (NL) FIP X CTS, Equal to Ford C14-77Q-NL, per specifications				
30 ea				
Unit Price	$72.450		$73.66	
Extended Price		2,173.50		2,209.80

Line 6 Coupling, 3/4" Angle (NL) Bent Meter, Equal to Ford L38-23-NL, per specifications				
200 ea				
Unit Price	$14.000		$14.21	
Extended Price		2,800.00		2,842.00
Line 7 Coupling, 1" Angle (NL) Bent Meter, Equal to Ford L38-44-NL, per specifications				
600 ea				
Unit Price	$19.950		$20.33	
Extended Price		11,970.00		12,198.00
Line 8 Coupling, 1" Straight (NL), MIP X CTS, Equal to Ford C84-44Q-NL, per specifications				
25 ea				
Unit Price	$17.350		$17.66	
Extended Price		433.75		441.50
Line 9 Coupling, 1 1/2" Straight (NL) MIP X CTS, Equal to Ford C84-66Q-NL, per specifications				
10 ea				
Unit Price	$47.550		$48.38	
Extended Price		475.50		483.80
Line 10 Coupling, 2" Straight (NL) MIP X CTS, Equal to Ford C84-77Q-NL, per specifications				
60 ea				
Unit Price	$69.300		$70.48	
Extended Price		4,158.00		4,228.80
Line 11 Coupling, 3/4" (NL) CTS X FCF, Equal to Ford C04-33Q-NL, per specifications				
10 ea				
Unit Price	$16.650		$16.98	
Extended Price		166.50		169.80

Line 12 Coupling, 1" (NL) CTS X FCF, AYMCDONALD 74755Q, Equal to Ford C04-44Q-NL, per specifications				
10 ea				
Unit Price	$24.500		$24.93	
Extended Price		245.00		249.30
Line 13 Elbow, 3/4" 90 (NL) CTS X FIP, AYMCDONALD 74779MQ, Equal to Ford L14-44Q-NL, per specifications				
20 ea				
Unit Price	$20.800		$21.16	
Extended Price		416.00		423.20
Line 14 Elbow, 1" 90 (NL) FIP X CTS, MCDONALD 74779MQ, Equal to Ford L14-44Q-NL, per specifications				
20 ea				
Unit Price	$33.900		$34.49	
Extended Price		678.00		689.80
Line 15 Elbow, 1 1/2" 90 (NL) MIP X CTS, Equal to Ford L84-66Q-NL, per specifications				
6 ea				
Unit Price	$77.600		$78.91	
Extended Price		465.60		473.46
Line 16 Elbow, 2" 90 (NL) MIP X CTS, Equal to Ford L84-77Q-NL, per specifications				
80 ea				
Unit Price	$111.000		$113.07	
Extended Price		8,880.00		9,045.60
Line 17 Corporation Stop, 3/4" (NL) CC X CTS, Equal to Ford F1000-3Q-NL, per specifications				
40 ea				
Unit Price	$32.000		$32.52	
Extended Price		1,280.00		1,300.80

Line 18 Corporation Stop, 1" (NL) CC X CTS, Equal to Ford F1000-4Q-NL, per specifications				
100 ea				
Unit Price	$48.350		$49.20	
Extended Price		4,835.00		4,920.00
Line 19 Corporation Stop, 2" (NL) CC X CTS, Equal to Ford FB1000-7Q-NL, per specifications				
60 ea				
Unit Price	$230.650		$235.00	
Extended Price		13,839.00		14,100.00
Line 20 Ball Valve Curb Stop, 3/4" (NL) FIP X CTS, Equal to Ford B41-333WRQ-NL, per specifications				
60 ea				
Unit Price	$59.000		$59.68	
Extended Price		3,540.00		3,580.80
Line 21 Ball Valve Curb Stop, 1" (NL) FIP X CTS, Equal to Ford B41-444WRQ-NL, per specifications				
200 ea				
Unit Price	$90.000		$89.90	
Extended Price		18,000.00		17,980.00
Line 22 Angle Coupling, 3/4" 90 (NL) MSN X CTS, Equal to Ford L34-23Q-NL, per specifications				
30 ea				
Unit Price	$20.700		$21.10	
Extended Price		621.00		633.00
Line 23 Angle Coupling, 1" 90 (NL) MSN X CTS, Equal to Ford L34-44Q-NL, per specifications				
10 ea				
Unit Price	$35.400		$35.99	
Extended Price		354.00		359.90

Line 24 Valve, 3/4" Curb Stop (NL) FIP X FIP, Equal to Ford B11-33WR-NL, per specifications				
30 ea				
Unit Price	$53.400		$53.27	
Extended Price		1,602.00		1,598.10
Line 25 Valve, 1" Curb Stop (NL) FIP X FIP, Equal to Ford B11-444WR-NL, per specifications				
40 ea				
Unit Price	$81.300		$80.90	
Extended Price		3,252.00		3,236.00
Line 26 Valve, 2" Curb Stop (NL) FIP X FIP, Equal to Ford B11-777WR-NL, per specifications				
2 ea				
Unit Price	$245.000		$235.91	
Extended Price		490.00		471.82
Bid Total		85,408.60		86,450.48
Award by Vendor		$ 85,408.60		
City		Lubbock, TX		

Q

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	March 22, 2022	**Council Priority**	Excellence in customer Service
Department	Amarillo Fire Department		
Contact	Sam Baucom, Deputy Chief		

Agenda Caption

CONSIDER APPROVAL – INTER-LOCAL AGREEEMENT BETWEEN THE PANHANDLE REGIONAL ADVISORY COUNCIL AND THE CITY OF AMARILLO, TEXAS FOR THE AMBUS PROJECT

This item considers approval of an Inter-local Agreement between the Panhandle Regional Advisory Council and the City of Amarillo, Texas to provide an Ambulance Bus (AMBUS) on loan from the State of Texas for use by the Amarillo Fire Department.

Agenda Item Summary

The City of Amarillo Fire Department (AFD) is partnering with the PRAC (the State of Texas-designated regional Hospital Preparedness Program (HPP) coordinator) to provide an AMBUS to assist in transporting patients during extenuating local events, such as a Mass Casualty Incident (MCI), nursing home and other medical facility evacuations; or as a mission request in other parts of Texas (tornado, hurricane, mass evacuation, etc.) as part of a regional or State request for assistance.

Requested Action

Authorize the City Manager (Receiving Agency Authority) and City Attorney to sign the PRAC Interlocal Agreement for the City to take receipt of the AMBUS from the State.

Funding Summary

Funded through a HPP project sponsored by the State of Texas. General maintenance, preventative maintenance, and replacement of medical supplies not affiliated with a state mission request will be the responsibility of the AFD. State mission assignment costs will be reimbursed by the State.

Community Engagement Summary

The AFD continues to seek opportunities to improve on protecting our community services by providing the highest quality of compassionate and professional services. The AMBUS will provide the City with a means to move large numbers of patients while providing paramedic-level care, which is a resource this region has not previously had. During the AFD's re-Accreditation process of community engagement, the citizens ranked Emergency Medical Services and the Number 4 Community Service priority for the AFD. However, the No. 1 Community Expectation for the AFD includes "Prompt response to emergencies...Quickly respond to fire and health related emergencies..."

Level 3 – High impact on selected area and/or community group.
CPSE Community Risk Assessment – Standards of Cover: External Stakeholder Meetings March 2022

Staff Recommendation

The State of Texas

County of Potter

THIS INTERLOCAL COOPERATION CONTRACT ("CONTRACT"), also known as the AMBUS Project (2020-2021-A), is made and entered as of the date of the last signature hereto pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "ACT"), and is by and between the Panhandle Regional Advisory Council (hereafter "PRAC"), a Texas non-profit corporation and the City of Amarillo, Texas (Amarillo Fire Department) ("Receiving Agency" AFD), a home rule municipal corporation, (hereinafter collectively the "Parties") and shall be considered effective on the date of the last signature hereto ("Effective Date").

Accordingly, the Parties agree as follows:

I.LEGAL AUTHORITY

The parties represent and warrant that:

1.PRAC is a non-profit corporation created under Texas Administrative Code Title 25, Part 1, Chapter 157 and operated to provide one or more governmental functions and services, and is defined as a "Political Subdivision" per §791.003 (3d) and §791.003 (5), and

2.The Receiving Agency is eligible to contract with PRAC under the ACT because it is one of the following: a local government, as defined in the ACT (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities), a state agency (an agency of the State of Texas as defined in §771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and

3.The Receiving Agency and PRAC possess adequate legal authority to enter into this CONTRACT.

4.The Receiving Agency and PRAC in paying for the performance of governmental functions or in performing such governmental functions pursuant to the Interlocal CONTRACT shall make payments therefore only from current revenues legally available to such party.

5.The governing bodies of each entity believe that this CONTRACT is beneficial to the public and that each party had the legal authority to provide the governmental function which is the subject of the interlocal Agreement.

II. STATEMENT OF SERVICE TO BE PERFORMED

The Receiving Agency and the PRAC agree to provide services as set forth in the statement of work attached as "Schedule (A), AMBUS Project", and "Exhibit (8), Affidavit of Insurance or Other Means of Replacement" which schedules are incorporated herein for all purposes.

Equipment provided by PRAC under this CONTRACT as described on Exhibit A to this Contract known as the "Equipment List AMBUS Project" is provided to the Receiving

Agency at no cost. In lieu of payment for the use of the AM BUS, the Receiving Agency shall be responsible for various costs associated with the AMBUS as provided for in the attached Schedules.

III. BASIS FOR CALCULATING COSTS:

The basis for any reimbursable costs is outlined in the statement of work attached as Schedule (A), AMBUS Project, Exhibit (A), Equipment List, and Exhibit (B), Affidavit of Insurance or Other Means of Replacement.

IV. CONTRACT AMOUNT:

Equipment provided by PRAC under this CONTRACT is provided to the Receiving Agency at no cost.

V. PAYMENT FOR SERVICES:

The basis for providing payment for services is outlined in the statement of work attached as Schedule (A), AMBUS Project, Exhibit (A), Equipment List, and Exhibit (B), Affidavit of Insurance or Other Means of Replacement.

VI. TERM OF CONTRACT:

This CONTRACT is effective as of the date of the last signature. The CONTRACT will remain in effect until canceled by the parties in accordance with the terms set forth in paragraph VII below.

VII. TERMINATON:

This CONTRACT may be terminated by either the Receiving Agency or PRAC when one of the following occurs:

1. Either party requests termination in writing with 30 days' notice.
2. Immediately if the prime award is terminated by the State of Texas.
3. PRAC is no longer the Hospital Preparedness Program (HPP) contractor.

At the conclusion of the contractual relationship between the Receiving Agency and PRAC, for any reason, the AMBUS and any remaining equipment and supplies purchased for this project under HPP funds, reverts to PRAC.

At the conclusion of the contractual relationship between the State of Texas and PRAC, for any reason, title to any remaining equipment and supplies purchased for this project under HPP funds, reverts to the State of Texas. At that time, and at the discretion of the State. the title may be transferred to a third party, as may be determined.

VIII. VENUE

This CONTRACT and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this CONTRACT are performable in Potter County, Texas such that exclusive venue for any action arising out of this CONTRACT shall be in Potter County, Texas.

IX. GENERAL PROVISIONS:

1. This CONTRACT is entered into by the duly authorized officials of each respective party.

2. Any notice required pursuant to this CONTRACT must be in writing and is properly given if hand delivered, or sent by certified or registered mail, or overnight courier service, to the Parties either at the address below for or at such other address as the Parties from time to time specify by written notice pursuant to this Section. Any such notice is considered delivered on the date of delivery if hand delivered, or upon confirmation if sent by certified or registered mail or an overnight courier service.

If to PRAC:

16800 I-27

Canyon, Texas 79015

If to Receiving Agency:

Amarillo Fire Department

310 S. Van Buren St.

Amarillo, Texas 79101

3. To the extent authorized by the laws and constitution of the State of Texas, the PRAC and the Receiving Agency shall not be liable for any lost profits, special, incidental, consequential, or punitive damages, whether for breach of any express or implied warranties or otherwise. The PRAC and the Receiving Agency do not warrant that services shall be without defect, interruption, or suited for particular purposes. The Receiving Agency agrees to work cooperatively with PRAC to maintain services to the best of both parties' abilities.

4. During the term of this CONTRACT and any extensions thereto, the Receiving Agency assumes all liability arising from the use, employment, deployment, redeployment, and reconstitution of the AMBUS and supporting equipment in accordance with the provisions of law and regulations which govern their activities.

5. In case any other provision hereof should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

6. It is understood by both parties that each will fulfill its responsibilities under this CONTRACT in accordance with the provisions of law and regulations which govern their activities. Nothing in this CONTRACT is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict up to, and including. forfeiture of the use and return to PRAC those assets described in the statement of work attached as Schedule (A) and in the Equipment List, Exhibit (A).

7. This Agreement constitutes the entire agreement hereto with respect to the subject matter hereof and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, or alteration of the terms of the Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.

8. Each person signing this Agreement on behalf of a party hereby confirms for the benefit of the other party to this Agreement that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.

9. Force Majeure -Either party may be excused from performance under this CONTRACT for any period that such party is prevented from performing its obligations in whole or in part as a result of any act of God, war, civil disturbance, epidemic, court order, or other event outside the control of such party, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such party's control.

10. Neither party has authority for and on behalf of the other except as provided in this CONTRACT. No other authority, power, partnership, use or rights are granted or implied except as provided by Texas and or Federal laws and regulations, and as defined in Schedule (A) to this CONTRACT.

11. Neither party may incur any debt, obligation, expense or liability of any kind on behalf of the other party without the other party's express written approval.

12. PRAC will defend and indemnify the Receiving Agency, its elected officials, directors, officers, employees, agents, and representatives (the "Receiving Agency Indemnities") and hold the Receiving Agency Indemnities harmless against any damages, claims, suits, actions, liabilities, loss, penalties, costs and expenses including, without limitation reasonable attorneys' fees, arising out of PRAC's dishonesty or negligent acts or omissions related to the Hospital Preparedness Program.

X. CONTRACT SIGNATURES:

The UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performance of this CONTRACT. It is mutually understood that this CONTRACT shall be effective if signed by a person authorized to do so according to the normal operating procedures of said party. If the governing body of a party is required to approve this CONTRACT, it shall not become effective until approved by the governing body of that party. In that event, this CONTRACT shall be executed by the duly authorized official(s) of the party as expressed in an approving resolution or order of the governing body of said party, a copy of which shall be attached to this CONTRACT.

RECEIVING AGENCY

CITY OF AMARILLO, TEXAS (AMARILLO FIRE DEPARTMENT)

APPROVED AS TO FORM AND LEAGALITY

ATTEST:

______________________	______________________
Attorney	Receiving Agency Authority
______________________	______________________
Date of Signature	Date of Signature

PERFORMING AGENCY

PANHANDLE REGIONAL ADVISORY COUNCIL

APPROVED AS TO FORM AND LEGALITY

ATTEST:

______________________	______________________
RAC Chair	Executive Director
______________________	______________________
Date of Signature	Date of Signature

I. Purpose of Agreement

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties as they relate to the utilization of ambulance buses (AMBUS) purchased with U.S. Department of Health and Human Services Hospital Preparedness Program (HPP) funding.

II. Project Description

The AM BUS is one component of the Texas Emergency Medical Task Force (TXEMTF) Project. The EMTF Project was developed by the State of Texas to create a network of rapidly deployable, regionally based emergency medical assets across Texas. Panhandle Regional Advisory Council (PRAC) is contracted by the State of Texas to administer the EMTF Project within Trauma Service Areas (TSA) A and B.

The Panhandle Regional Advisory Council, under this CONTRACT is considered the "owner" of the AMBUS and holds title to the AMBUS during the term of this CONTRACT and is subject to applicable state and federal laws. The Receiving Agency will store, maintain, repair, equip and appropriately staff the AMBUS during the time it retains operational control of the AMBUS.

The AMBUS may be deployed outside the Receiving Agency's jurisdiction on a State Mission Assignment. On a State Mission Assignment, the Receiving Agency's operational costs will be reimbursed per separate agreement(s) (TXEMTF MOA). Other federal, state, and local provisions may also apply.

The Receiving Agency maintains authority for daily use of the AMBUS. If other jurisdictions issue a mutual aid request for use of the AMBUS, and the AMBUS is available, the Receiving Agency will provide priority support to jurisdictions within Emergency Medical Task Force Region 1, with follow-on consideration to support requests from other regions, the state, and the federal government. Requests for an AM BUS deployment outside the Receiving Agency's jurisdiction will be routed to the Receiving Agency in compliance with Texas Emergency Management Act, Chapter 418, Texas Government Code, and the Texas Disaster Act of 1975.

Final authority for the deployment of the AMBUS rests with the Receiving Agency.

An Equipment List is attached as Exhibit (A) to this CONTRACT.

III. Purpose

The AMBUS Project supports state, regional, and local preparedness by providing multiple patient care and transport capabilities for use in, but not limited to, hospital evacuations, mass casualty incidents, onsite medical rehabilitation, and command capabilities.

V. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims, desires and promises of the parties to this CONTRACT, and, in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this agreement shall be as follows:

A. The Receiving Agency shall:

1) Enter into a contract with PRAC to participate as part of the Texas Emergency Medical Task Force (TXEMTF) program by providing the DSHS licensed AMBUS and personnel on a 24/7/365 basis in accordance with the TX EMTF MOA.
2) Participate as a mutual aid partner to cooperative agencies by providing the asset and personnel on a 24/7/365 basis for up to twenty-four (24) hours.
3) Be a DSHS licensed EMS Provider, 911 Providers preferred, capable of providing:
   a. ALS level of care or higher
   b. ACLS or equivalent capability
   c. PALS or equivalent capability
4) License/maintain license of AMBUS as a "Specialized" EMS vehicle per DSHS rule. When used as a "Specialized" EMS vehicle, staffing must comply with DSHS rule.
5) Maintain insurance or other means of replacing the AMBUS and issued ancillary equipment as provided under HPP funding. Total cost of equipment is $1,000,000. Complete and return to PRAC Exhibit (8), Affidavit of Insurance or Other Means of Replacement. If insurance is provided by a third-party policy, Receiving Agency will provide to PRAC a copy of the Certificate of Insurance.
6) Be responsible for repair / replacement of equipment that is broken, damaged, or missing due to misuse, negligence, theft or outside of normal lifespan expectations.

7) Follow manufacturer warranty procedures to complete repairs as may fall under the warranty and as directed in the manufacturers' operations and maintenance manuals.
8) Perform and document the completion of planned, preventive, and corrective maintenance and repairs to the AMBUS and ancillary equipment as indicated in the manufacturers' operations and maintenance manuals.
9) Provide a secure, indoor housing environment that includes 50-amp shoreline power access.
10) Maintain the AM BUS in a ready state for emergency responses.
11) Provide a standardized quarterly report of AMBUS costs and revenue.
12) Provide support to PRAC during the inventory process as requested.
13) Maintain National Incident Management System (NIMS) agency compliance.
14) Provide and maintain medical supplies commensurate with DSHS regulations, EMS Provider protocols/guidelines, and level of care established by the CONTRACT. Store and maintain pharmaceuticals, medical supplies, and medical equipment according to manufacturer's recommendations and applicable regulations.
15) Provide minimum staffing of six (6) certified/licensed EMS personnel with at least four (4) paramedics and two (2) EMTs. There must be at least one person assigned as the department's designated vehicle operator, and at least one officer/supervisor assigned as the "AMBUS Crew Chief."
16) Provide personnel that are licensed to operate/drive the vehicle in compliance with the Texas Department of Public Safety. Personnel operating the vehicle must, at a minimum, hold a state-approved Class B driver's license and complete the Receiving Agency's designated driving program. At least 75% of assigned AMBUS drivers must complete a specialized EMTF AMBUS driver course of instruction within two years of accepting the CONTRACT to host the AMBUS, if courses and training seats are available.
17) Provide defined minimum staffing within identified response times for no-notice and short notice events, including state-directed EMTF mission assignments.
18) Provide defined minimum staffing within identified response times for "notice" events.
19) Identify all points of contact within PRAC's EMResource platform, keep these points of contact up-to-date, and acknowledge tests, actual alerts, and activations on a 24/7/365 basis.
20) Report AMBUS status change through state-designated online systems, and file after action reports denoting AMBUS activities and lessons learned.
21) Provide minor equipment as needed for use within the AMBUS for purposes such as administrative support and cleaning.
22) Participate in training and exercise requirements (vehicle orientation and loading, and at least one full-scale exercise annually). Crew training will be documented in accordance with Texas Disaster Medical System (TOMS) standards.
23) Conduct ongoing quality and performance improvement efforts.
24) When reasonable, participate in events hosted both regionally and by state authorities that may require periodic overnight travel.
25) Request PRAC approval of any AMBUS alterations in advance of conducting alteration work.
26) Participate as an active member of EMTF-1 Subcommittee.
27) Notify PRAC and make report in designated online system if the AMBUS is taken out of service for a period greater than one (1) hour.
28) Notify PRAC if replacement of damaged or non-functional equipment is required.
29) Notify PRAC for approval of any needed upgrades regarding the AMBUS.
30) Notify PRAC for consideration by EMTF stakeholders, of any recommended changes to AMBUS-related medical response capabilities.
31) Request PRAC approval of change to designated AMBUS host locations in advance of any permanent relocation.
32) Be responsible to ensure that the AMBUS apparatus, equipment, and supply items are continuously maintained in a manner to ensure the safe operations,

operational readiness, response capability and effectiveness, and structural integrity of the AMBUS over the course of ownership and/or possession.

33) Conduct an annual inventory of all equipment and provide results to PRAC or as required by special audit. PRAC will make every effort to provide support to Receiving Agency during the inventory process as requested.

34) Maintain HPP performance measures as outlined in Exhibit C.

B. PRAC shall:

1) Allow the AMBUS to remain in the possession of the Receiving Agency with the understanding that the Receiving Agency will commit to its responsibilities as outlined in this CONTRACT.

2) Monitor the performance of the Receiving Agency in regard to performance under this CONTRACT and advise the Receiving Agency of any and all concerns regarding performance.

3) Using standard HPP-specific inventory forms and processes, PRAC will conduct an annual or special inventory of the AMBUS and ancillary equipment. Receiving Agency will provide support to PRAC during the inventory process as requested.

4) Provide copies of manufacturers' manuals and warranty statements as available.

5) Support appropriate planned costs of operation of the AMBUS for HPP-sanctioned exercises conducted outside the Receiving Agency's jurisdiction, when allowed under HPP contract and as mutually agreed by both the Receiving Agency and PRAC.

----------End of Schedule (A) ----------
AMBUS Project 1.5 2022 Schedule

EXHIBIT (A) EQUIPMENT LIST
AMBUS PROJECT 1.5 2022

1. The Contractor will assume financial and legal responsibility for liability and insurance for a value no less than the total replacement cost of vehicle and supplied equipment as provided below:

a. PRAC will provide the following:
Ambulance Bus 1.5
1. (2) powered rolling gurney - type stretchers
2. (20) Talon II collapsible litters
3. (1) VWSM Kit (20 VWSMs, 2 cases)
4. (1) MSAT unit and ancillary equipment
5. (2) Cardiac Monitors with ancillary equipment
6. (6) H size medical 02 cylinders
7. (22) 02 regulators for patient use of onboard oxygen system
8. (1) VHF commercial dual band mobile radio and ancillary equipment with Texas inter-operability capability
9. (1) UHF commercial dual band mobile radio and ancillary equipment

b. The agency awarded the AMBUS 1.5 must agree to provide the following equipment:

1. One 700 - 800 I VHF commercial dual band mobile radio and ancillary equipment (To be supplied Only if radio provided doesn't meet department specific needs.)
2. One 700 - 800 I UHF commercial dual band mobile radio and ancillary equipment (To be supplied Only if radio provided doesn't meet department specific needs.)
3. Medications for MICU care per agency protocols

4. EMS supplies for MICU care of multiple patients
5. Bulk medical supplies for care of pts
6. Backboards / stair chairs
7. Laptops/ ePCRs for provider use, docking stations and ancillary Equipment that includes internet capability per department IT specifics.
8. (6) H size medical 02 cylinders to be placed in rotation of cylinders included.
9. Other item(s) as set forth by the TXEMTF AMBUS Workgroup to standardize all AMBUS(s) statewide

Total acquisition value of above items for insurance purposes is: $1,000,000.00

EXHIBIT (8)

AFFIDAVIT OF INSURANCE

OR OTHER MEANS OF REPLACEMENT

AMBUS PROJECT 1.5 2022

Receiving Agency: ______________________________

Address: ______________________________

City, State, Zip code ______________________________

In accordance with Section IV, paragraph (A)(6), of Schedule (A) to the AMBUS Project interlocal Cooperation Contract,

I, ______________________________**, hereby swear or affirm that**

(Insert Signatory Name Above)

______________________________**, holds the required amount of**

(Insert Receiving Agency Name Above)

Check box if insurance is provided by a third party

Check box if Receiving Agency is self-insured

ATTEST: ____

<Insert Signature Above>

____

<Insert Printed Signatory Name Above>

____

<Insert Printed Signatory Title Above>

____

<Insert Date of Signature Above>

Third Party insurance certificate is attached

Return form(s) to: PRAC

16800 I-27

Canyon, TX 79015

---------End of Exhibit (8) --------

EXHIBIT (C)

HPP Performance Measures

AMBUS PROJECT 1.5 2021

Receiving Agency: ____

Address: ____

City, State, Zip Code: ____

The Receiving Agency shall:

- **Maintain record of all MPV responses and/or mutual aid activity at the local, regional, and state level.**
- **Maintain record of participation in all MPV local and/or state sponsored special event support.**
- **Maintain record of participation in all local, regional and/or state sponsored training and exercise events.**
- **Attend minimum of 75% of all state TXEMTF AM BUS meetings.**
- **Participate in a minimum of 75% of regional communications drills and 80% of state sponsored AMBUS MSAT drills.**
- **Participate in a minimum of one DPS AMBUS driving course biannually.**


MPV 1-02
EMERGENCY MEDICAL TASK FORCE - 1
MPV 1-02
PANHANDLE RAC
Trauma Service Area A
AMARILLO
FIRE DEPT
MULTI-PATIENT VEHICLE
www.panhandlerac.org


EMTF 1


AMBULANCE
MPV 1-02
MPV 1-02

R

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO CITY MANAGER

Meeting Date	March 22, 2022	Council Priority	Fiscal Responsibility
Department	City Manager's Office		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 03-22-22-1

This resolution is to amend the Center City Tax Increment Reinvestment Zone Number One 2021/2022 Budget. This budget is recommended for approval by the TIRZ #1 Board of Directors.

Agenda Item Summary

This resolution is to amend the TIRZ #1 2021/2022 Budget by $125,000 for the Wayfinding Project.

Requested Action

Approval of the ordinance to amend the City of Amarillo 2021/2022 Budget.

Funding Summary

Funding for this budget amendment comes from excess reserves for TIRZ #1.

Community Engagement Summary

The 2021/2022 fiscal year budget amendment has been reviewed and approved for Council consideration at the October 28, 2021 Tax Increment Reinvestment Zone Number One board meeting.

Staff Recommendation

Staff recommendation is to approve the 2021/2022 fiscal year budget amendment for the Center City Tax Increment Reinvestment Zone Number One.

03/17/2022 ___

RESOLUTION NO. 03-22-22-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE APPROVED THE BUDGET OF THE TAX INCREMENT REINVESTMENT ZONE NO. 1, CITY OF AMARILLO FOR THE FISCAL YEAR OCTOBER 1, 2021, to SEPTEMBER 30, 2022.

WHEREAS, the Board of Directors of Center City Tax Increment Reinvestment Zone No. 1 (TIRZ #1) have found that it is administratively convenient and beneficial to the TIRZ #1 to clarify its financial records by amending its budget for fiscal year 2021/2022; and

WHEREAS, TIRZ #1 requests that the City Council concur and approve the amendment; and

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

SECTION 1. That the budget approved for TIRZ #1 for the fiscal year October 1, 2021, to September 30, 2022, be and the same is hereby amended as shown on Exhibit A.

SECTION 2. Severability. If any provision, section, subsection, sentence, or clause is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. Repealer. All resolutions in conflict with this resolution are hereby repealed to the extent of conflict with this resolution.

SECTION 4. Effective Date. This resolution shall be effective upon adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this the 22nd day of March 2022.

ATTEST:

Stephanie Coggins, City Secretary	Ginger Nelson, Mayor

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT A

1. TIRZ #1 Expenditure Budget	92710.63455	$125,000 addition

A

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	March 22, 2022	Council Priority	Economic Development and Redevelopment; Civic Pride
Department	Planning	Contact Person	Emily Koller, Assistant Director of Planning

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7968

First reading and public hearing on an ordinance amending the adopted Comprehensive Plan of the City of Amarillo, Texas by adding the Eastridge Neighborhood Plan as a component; providing for severability; providing for repealer; and providing for publication and providing an effective date.

Agenda Item Summary

The Eastridge Neighborhood Plan is the fourth neighborhood plan resulting from the Neighborhood Planning Initiative partnership between the City of Amarillo and Potter County. The plans are an important tool for revitalization - resulting in a new vision for an area, an organized neighborhood association and priority projects for implementation. The Amarillo Comprehensive Plan recommended "Special Area Plans" as an implementation strategy to address neighborhood and commercial revitalization. The City Council's Blue Print for Amarillo calls for applying innovation to the redevelopment of disadvantaged areas of our community through neighborhood planning.

The project kicked off in January 2021 with the formation of the Eastridge Neighborhood Plan Advisory Committee to provide guidance and oversight. At the time, Eastridge Elementary School reported students spoke 38 different languages.

The plan identifies five overarching goals – two of which, economic opportunity and housing, are designated as the transformative goals for the revitalization of Eastridge. The other three goals relate to crime, community-building and beautification. The plan includes a vision map illustrating proposed public improvements, areas for redevelopment, new park amenities, trail systems and more. Major strategies include: urban agriculture as an economic catalyst; new housing construction, a new community park (20+ acres) with soccer fields, a water amenity, and an urban farm; a target revitalization area between Eastridge Elementary and Amarillo Blvd.; and Route 66 gateway improvements. Some zoning recommendations are included addressing the amount of existing industrial zoning and preparing the neighborhood for future development to the east

The plan has been presented and approved for adoption by the Planning and Zoning Commission in a 4-0 vote on March 7th as well as by the Potter County Commissioners' Court in a 5-0 vote on March 14th. Upon adoption by City Council, this neighborhood plan will become a component of the Amarillo Comprehensive Plan. It will provide a unified vision for the future of Eastridge and serve as a roadmap to guide future policy-related decisions as well as public and private reinvestment.

Final plan is available online here: amarillo.gov/eastridgeplan

Requested Action

Adoption of the Eastridge Neighborhood Plan as a component of the Amarillo Comprehensive Plan.

Funding Summary

Funding for this plan was provided by a partnership between the City of Amarillo and Potter County.

Community Engagement Summary

A number of creative methods were utilized to reach as many residents as possible in the diverse neighborhood. The process included: two public meetings; eight advisory committee meetings; a resident survey; a business owner survey; property owner survey and meeting; and multiple direct mailings in different languages. The draft plan was posted on the City's website in February for review and public comment throughout the adoption process.

The Eastridge Plan Advisory Committee has transitioned to a neighborhood association and they meet the third Thursday of the month at 6 PM at Refugee Services, 1101 Fritch Highway.

Staff Recommendation

Staff recommends approval of the plan as presented.

ORDINANCE NO. 7968

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS AMENDING THE ADOPTED COMPREHENSIVE PLAN OF THE CITY OF AMARILLO, TEXAS BY ADDING THE EASTRIDGE NEIGHBORHOOD PLAN AS A COMPONENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010, which established zoning districts and regulations for the purpose of promoting the health, safety, and welfare of its citizens; and

WHEREAS, the Eastridge Neighborhood Plan is appropriate for adoption as an amendment to the Amarillo Comprehensive Plan; and

WHEREAS, under the provisions of the Texas Local Government Code at Chapter 213, a city may amend a comprehensive plan by ordinance following a hearing at which the public is given the opportunity to give testimony and present written evidence, and the municipality's planning commission reviews such amendment; and

WHEREAS, the Amarillo Planning and Zoning Commission held a meeting on March 7, 2022, to discuss the proposed Amarillo Comprehensive Plan amendment, which would incorporate the Eastridge Neighborhood Plan as a new component, and the Commission voted to recommend approval of this amendment to the City Council; and

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

WHEREAS, the City Council further determined that the request to amend the Amarillo Comprehensive Plan herein is consistent with the goals, policies, and strategies between the plan and development regulations.

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

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

SECTION 2. AMARILLO COMPREHENSIVE PLAN AMENDMENT. The Amarillo Comprehensive Plan is hereby modified and amended to include the Eastridge Plan, attached hereto and incorporated herein, as a new component such Plan.

SECTION 3. FUTURE APPLICATION. The City Council directs the City Manager and/or his designee to process rezoning applications in a matter consistent with the adopted plan. Furthermore, the City Manager and/or his designee shall include identified implementation projects in consideration of the annual capital improvement plan funding schedule and work to identify other possible funding strategies.

SECTION 4. SEVERABILITY. In the event this Ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning and Development Services is authorized to make corrections and minor changes to the site plan or development documents to the extent that such does not materially alter the nature, scope, or intent of the approval granted by this Ordinance.

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

SECTION 6. PUBLISHING AND EFFECTIVE DATE. This Ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas on First Reading this the 22nd day of March 2022; and PASSED on Second and Final Reading this the 12th day of April 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EASTRIDGE
Neighborhood Plan

Eastridge Neighborhood Plan Goals and Key Strategies

Goal 1: Break the Cycle of No Upward Mobility by Creating New Economic Opportunity

- Support small businesses
- Use urban agriculture as an economic development catalyst
- Create opportunities for Eastridge residents to work at nearby major employers
- Create a childcare training program to meet childcare needs and provide business opportunities

Goal 2: Put the Pride Back by Improving Housing Conditions

- Establish a target revitalization area between Amarillo Boulevard and Eastridge Elementary to coordinate and direct simultaneous public improvements, beautification projects, code enforcement, and public safety initiatives in order to see visible change
- Provide incentives and rehab programs for existing owner and renter-occupied housing
- Facilitate quality new home construction
- Educate residents about code requirements and the enforcement process
- Target code enforcement action in coordination with neighborhood association

Goal 3: Create Safer Places and Spaces by Reducing Crime

- Support and enhance the Neighborhood Police Unit program
- Develop a community watch program
- Monitor and enforce traffic speeding
- Direct resources to after school programming to keep kids busy and out of trouble
- Increase the number of installed home security systems

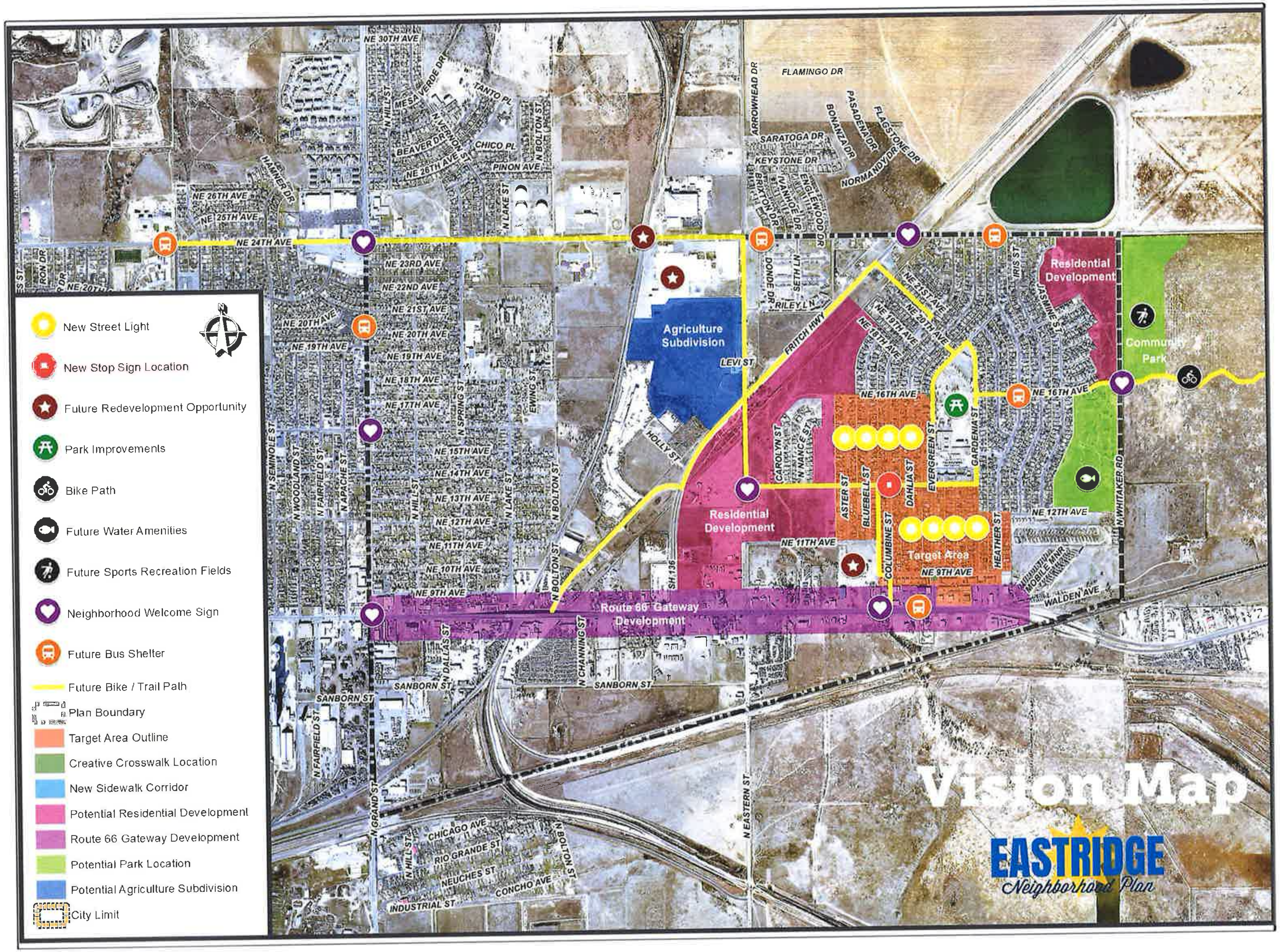
Goal 4: Build Community by Changing Perception

- Improve Eastridge Elementary Park with amenities that encourage gatherings
- Develop a new Community Park (20-30 acres) consistent with the new Parks Master Plan
- Promote Eastridge's multi-cultural identity through events, public art, and marketing
- Utilize an existing vacant or under-utilized building for a community/event center
- Establish a neighborhood organization that fairly represents all of Eastridge's residents
- Preserve, protect and celebrate original Route 66 historic elements

Goal 5: Enhance Neighborhood Quality of Life with Public Improvements and Beautification

- Designate and improve a Safe Routes to Schools and Community Spaces trail system
- Install bus shelters, missing sidewalks, and additional streetlights
- Prioritize bulk trash and large debris removal from alleys, streets, and private property
- Build an overpass for automobile and pedestrian traffic on NE 24th Avenue over the railroad tracks
- Address areas where stormwater does not drain properly
- Improve NE 24th and Whitaker Road to accommodate future development

3/3/21



Vision Map
EASTRIDGE
Neighborhood Plan
New Street Light
New Stop Sign Location
Future Redevelopment Opportunity
Park Improvements
Bike Path
Future Water Amenities
Future Sports Recreation Fields
Neighborhood Welcome Sign
Future Bus Shelter
Future Bike / Trail Path
Plan Boundary
Target Area Outline
Creative Crosswalk Location
New Sidewalk Corridor
Potential Residential Development
Route 66 Gateway Development
Potential Park Location
Potential Agriculture Subdivision
City Limit
Agriculture Subdivision
Residential Development
Residential Development
Target Area
Route 66 Gateway Development
Community Park
NE 24TH AVE
NE 16TH AVE
NE 9TH AVE
FRITCH HWY
N WHITAKER RD
N GRAND ST
N EASTERN ST
N BOLTON ST
SANBORN ST

B

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	March 22, 2022	Council Priority	Regular Agenda Item – Public Hearing
Department	Planning and Development Services Brady Kendrick – Planner II		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORIDNANCE NO. 7969

Public hearing and first reading to consider an ordinance rezoning Lots 19 and 20, Block 3, Miller Heights Addition, an addition to the City of Amarillo, in Section 168, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half ofall bounding streets, alleys, and public ways, to change from Multiple-Family District 1 (MF-1) to General Retail District (GR).
VICINITY: NW 9th Ave. and Hughes St.
APPLICANT/S: Marcus Hill

Agenda Item Summary

Area Characteristics
Adjacent zoning consists of General Retail District (GR) to the west, Neighborhood Services to the north and Multiple Family District 1 in all other directions.

Adjacent land uses consist of the Black Chamber of Commerce to the north, vacant land to the west and south, and a single family detached home to the east.

Proposal
The applicant is requesting a change in zoning to develop this tract of land with an unspecified retail related land use.

Analysis
Analysis of zoning change requests begins with referring to the Comprehensive Plan's Future Land Use and Character Map, which identifies recommended future land uses. Additionally, impacts on area zoning and development patterns as well as its conformity to the Neighborhood Unit Concept (NUC) of development is considered.

The Future Land Use Map identifies the applicant's tract as being in the Suburban Commercial Category and calls for a wide range of commercial retail and service-related uses, at varying scales and intensities depending on the site. Given land uses allowed in General Retail zoning, Planning Commissioners believe that the request conforms to 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 inwardtowards the center/middle of a section. Given the tract's location along a highly travelled thoroughfare, is near the Amarillo Blvd/Hughes St intersection and in an area that is either bounded by or in close proximity to retail (west), neighborhood services (north), and commercial (south) zoning, Planning Commissioners believe that the requested zoning is in conformance with the NUC.

It is worth noting that the area to be rezoned was included in the Part 1 of the North Heights Rezoning Initiative and proposed for General Retail zoning. Land also to the south, northwest, and north were proposed for General Retail zoning and done so in an effort to aid the transition of Hughes St into a neighborhood business corridor over time. Commissioners are of the opinion that this request if approved, aligns with the North Heights rezoning initiative to create more opportunities for local business within the community.

Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed rezoning. At the time of this writing, one area property owner commented in favor of the request.

Considering the just mentioned, the Planning and Zoning Commission recommends **APPROVAL** of the rezoning request as presented.

ORDINANCE NO. 7969

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 NORTHWEST NINTH AVENUE AND HUGHES STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

> Rezoning of Lots 19 and 20, Block 3, Miller Heights Addition, an addition to the City of Amarillo, in Section 168, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 (MF-1) to General Retail District (GR).

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 this the 22nd day of March, 2022 and PASSED on Second and Final Reading this the 12th day of April, 2022.

Ginger Nelson, Mayor

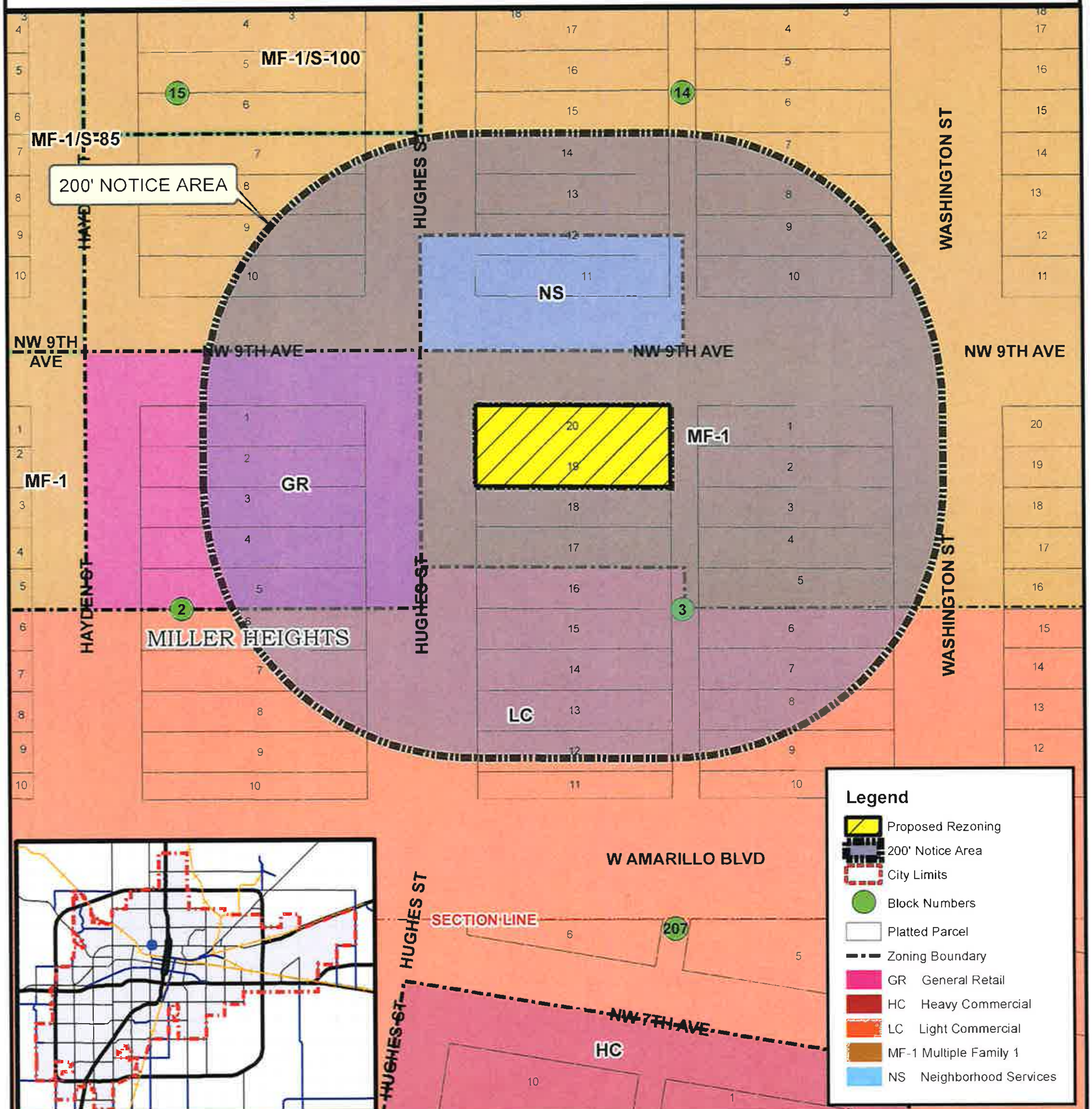
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

REZONING FROM MF-1 TO GR



CITY OF AMARILLO PLANNING DEPARTMENT	**Rezoning of Lots 19 and 20, Block 3, Miller Heights Addition, an addition to the City of Amarillo, in Section 168, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple Family District (MF-1) to General Retail District (GR).**
Scale: 1 inch = 100 feet **Date: 12/23/2021** **Case No: Z-21-26**	**Owner: Marcus T Hill** **Vicinity: NW 9th Ave. & Hughes St.** **AP: N-10**

C

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 22, 2022	**Council Priority**	Regular Agenda Item – Public Hearing
Department	Planning and Development Services Brady Kendrick – Planner II		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7970

Public hearing and first reading to consider an ordinance rezoning a 20.36 acre tract of unplatted land in Section 58, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Heavy Commercial District (HC) and Agricultural District (A) to Heavy Commercial District (HC).
VICINITY: Interstate 40 and Airport Blvd.
APPLICANT/S: Drew Donosky for Attebury Farm LLC

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Agricultural District to the south and Heavy Commercial District in all other directions.

Adjacent land uses consist of a Truck washLube and Tire Center to the east, a Travel Information Center to the west, a Restaurant and Convenience Store across the highway (Interstate 40) to the north, and undeveloped land in all directions.

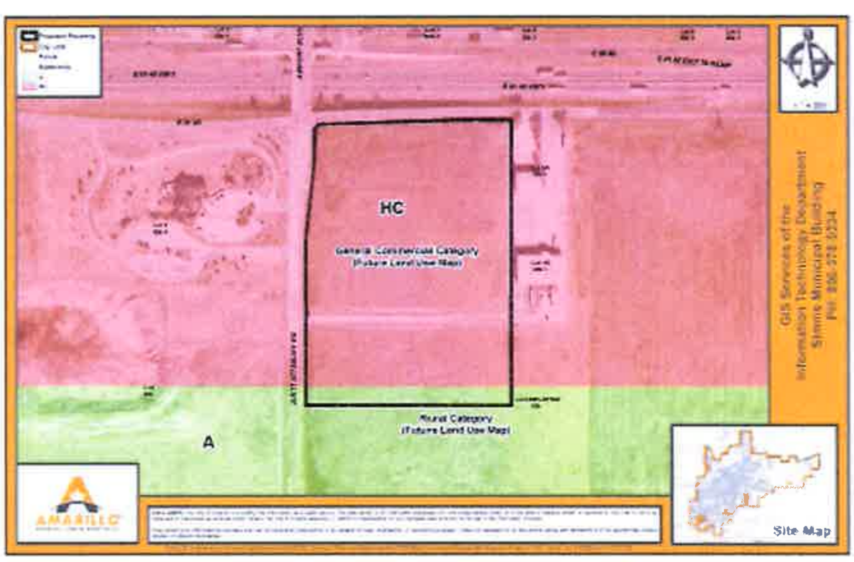
Proposal

The applicant is requesting a change in zoning to develop the tract with a retail land use (Convenience Store).

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 recommended development categories for the applicant's tract are General Commercial and Rural (Shown Below). The General Commercial category calls for a wide range of commercial retail and services uses at varying scales and intensities depending on the site. (As shown in the following image)



The proposed retail activity is one of the recommended development types recommended by the General Commercial category. The Rural category calls for a mix of residential homesteads with a rural character, agricultural uses, and parks and public spaces typically located on very large parcels. The applicants request for Heavy Commercial zoning would not fit this category.

That said, considering existing land use and zoning patterns along Interstate-40 either have or allow for retail and commercial uses and the fact that the applicant is expanding the boundary of the existing Heavy Commercial zoning minimally southward into the Rural Category to encompass the entire site of the proposed project, the Planning and Zoning Commission believes that if approved, deviating from the recommended land use category is warranted.

The Neighborhood Unit Concept of Development 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.

In this case, the applicant's tract does not fall within such areas. However, the typical development concept has not been established in this area along Interstate-40 whereas much of the property along Interstate-40 has either developed with or is zoned for retail and/or commercial land uses. Considering this and the expansion of commercial zoning southward is minimal as mentioned previously, the Planning and Zoning Commission is of the opinion that the applicant's request will not create any significant impacts on the surrounding area.

Requested Action/Recommendation

Notices have been sent to all property owners within 200 feet as required by State Law. As of this writing, no comments have been received regarding the request.

Considering the just mentioned, the Planning and Zoning Commission believes the applicant's request is a logical expansion of existing zoning and development patterns in the area and recommends **APPROVAL** of the request as presented.

LSS 3/9/2022

ORDINANCE NO. 7970

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 INTERSTATE FORTY AND AIRPORT BOULEVARD, 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 a 20.36 acre tract of unplatted land in Section 58, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, <u>to change from Heavy Commercial District (HC) and Agricultural District (A) to Heavy Commercial District (HC)</u>, and being further described in attached Exhibit A, incorporated herein:

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 22nd day of March, 2022 and PASSED on Second and Final Reading this the 12th day of April, 2022.

Ginger Nelson, Mayor

ATTEST:

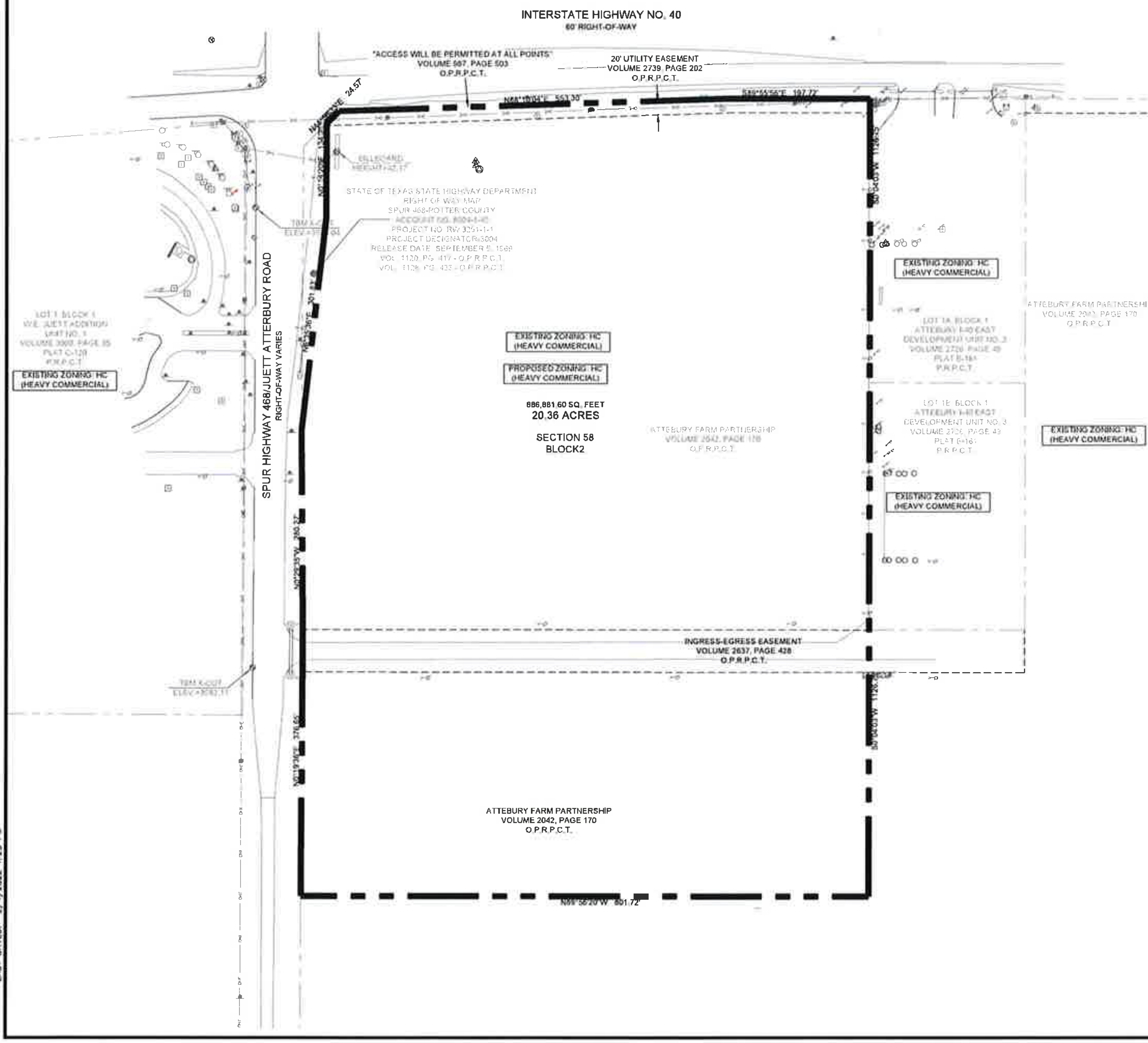
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

AMARILLO TRAVEL CENTER
INTERSTATE HWY. NO. 40 & JUETT
ATTEUBRY RD.
AMARILLO, TX

ZONING EXHIBIT



N.T.S.
VICINITY MAP

GRAPHIC SCALE
80 0 40 80 160
1 inch = 80 ft.

LEGEND	
▬ ▪ ▪ ▬	OVERALL PROPERTY BOUNDARY / ZONING LIMITS
— — —	LOT LINES
- - - -	EASEMENT LINES

FLOODPLAIN NOTE

THIS PROPERTY IS LOCATED IN "NON-SHADED ZONE X" AS SCALED FROM THE F.E.M.A. FLOOD INSURANCE RATE MAP DATED JUNE 4, 20010 AND IS LOCATED IN COMMUNITY NUMBER 480529 AS SHOWN ON MAP NUMBER 48375C0553C. THE LOCATION OF THE FLOOD ZONE IS APPROXIMATE. NO VERTICAL DATUM WAS COLLECTED AT THE TIME OF THE SURVEY. FOR THE EXACT FLOOD ZONE DESIGNATION, PLEASE CONTACT 1-(877) FEMA MAP.

LEGAL DESCRIPTION

BEING A 20.36 TRACT OF LAND SITUATED IN SECTION 58, BLOCK 2, AB&M SURVEY, ABSTRACT NUMBER 1576, POTTER COUNTY, TEXAS AND BEING A PORTION OF TRACT OF LAND DESCRIBED IN DEED ATTEBURY FARM PARTNERSHIP, RECORDED IN VOLUME 2042, PAGE 170 OF THE OFFICIAL PUBLIC RECORDS OF POTTER COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "RPLS 5377" FOUND AT THE NORTHWEST CORNER OF ATTEBURY I-40 EAST DEVELOPMENT UNIT NO. 3, RECORDED IN VOLUME 2726, PAGE 48, PLAT B-161 OF THE PLAT RECORDS OF POTTER COUNTY, TEXAS AND IN THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 40 (A 60 FOOT WIDE RIGHT-OF-WAY);
THENCE S 00°04'03" W WITH THE ENTIRE WEST LINE OF SAID ATTEBURY I-40 EAST DEVELOPMENT UNIT NO. 3 AND OVER AND ACROSS SAID ATTEBURY FARM PARTNERSHIP TRACT, A DISTANCE OF 1126.75 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "EAGLE SURVEYING" SET;
THENCE N 89°56'20" W CONTINUING OVER AND ACROSS SAID ATTEBURY FARM PARTNERSHIP TRACT A DISTANCE OF 801.72 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "EAGLE SURVEYING" SET IN THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF SPUR HIGHWAY 468/JUET ATTERBURY ROAD (A VARIABLE WIDTH R.O.W.);
THENCE WITH THE EAST R.O.W. LINE OF SAID SPUR HIGHWAY 468/JUET ATTERBURY ROAD THE FOLLOWING COURSES AND DISTANCES;
N 00°19'36" E PASSING A 1/2" IRON ROD FOUND AT A DISTANCE OF 316.72 FEET AND CONTINUING A TOTAL DISTANCE OF 376.65 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 5377" FOUND;
N 00°29'35" W, A DISTANCE OF 280.27 FEET TO A BRASS MONUMENT STAMPED "TEXAS HIGHWAY DEP." FOUND AT THE SOUTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 1120, PAGE 417 AND VOLUME 1128, PAGE 423 OF THE OFFICIAL PUBLIC RECORDS OF POTTER COUNTY, TEXAS;
THENCE WITH THE EAST R.O.W. LINE OF SAID SPUR HIGHWAY 468/JUET ATTERBURY ROAD SAME BEING THE EAST LINE OF SAID STATE OF TEXAS TRACT THE FOLLOWING COURSES AND DISTANCES;
N 06°35'36" E A DISTANCE OF 301.83 FEET TO A BRASS MONUMENT STAMPED "TEXAS HIGHWAY DEP." FOUND;
N 00°14'20" E A DISTANCE OF 134.31 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "EAGLE SURVEYING" SET AT THE NORTHEAST CORNER OF SAID STATE OF TEXAS TRACT;
THENCE N 44°56'33" E CONTINUING WITH THE EAST LINE OF SAID SPUR HIGHWAY 468/JUET ATTERBURY ROAD, A DISTANCE OF 24.57 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "EAGLE SURVEYING" SET IN THE SOUTH R.O.W. LINE OF SAID INTERSTATE HIGHWAY NO. 40;
THENCE WITH THE SOUTH R.O.W. LINE OF SAID INTERSTATE HIGHWAY NO. 40 THE FOLLOWING COURSES AND DISTANCES;
N 88°10'04" E, A DISTANCE OF 553.30 FEET TO A BRASS MONUMENT STAMPED "TEXAS HIGHWAY DEP." FOUND;
S 89°55'56" E, A DISTANCE OF 197.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.36 ACRES OF LAND MORE OR LESS.

OWNER / DEVELOPER

ATTEBURY FARM LLC.
P.O. BOX 7446
AMARILLO, TX 79114

ENGINEER

TEXAS REGISTRATION #14199
1903 CENTRAL DR.
SUITE #406
BEDFORD, TX 76021
PH. 817.281.0572
FAX 817.281.0574
CONTACT: DREW DONOSKY, PE
EMAIL: DREW@CLAYMOOREENG.COM

ZONING EXHIBIT

AMARILLO TRAVEL CENTER
20.36 ACRES
LEGAL DESCRIPTION

BEING A 20.36 TRACT OF LAND SITUATED IN SECTION 58, BLOCK 2, AB&M SURVEY, ABSTRACT NUMBER 1576, POTTER COUNTY, TEXAS AND BEING A PORTION OF TRACT OF LAND DESCRIBED IN DEED ATTEBURY FARM PARTNERSHIP, RECORDED IN VOLUME 2042, PAGE 170 OF THE OFFICIAL PUBLIC RECORDS OF POTTER COUNTY, TEXAS

CITY		STATE
AMARILLO		TEXAS
COUNTY	SURVEY	ABSTRACT NO.
POTTER	AB&M	1576
SUBMITTAL LOG		
02-07-2022	FIRST CITY SUBMITTAL	

CLAYMOORE ENGINEERING

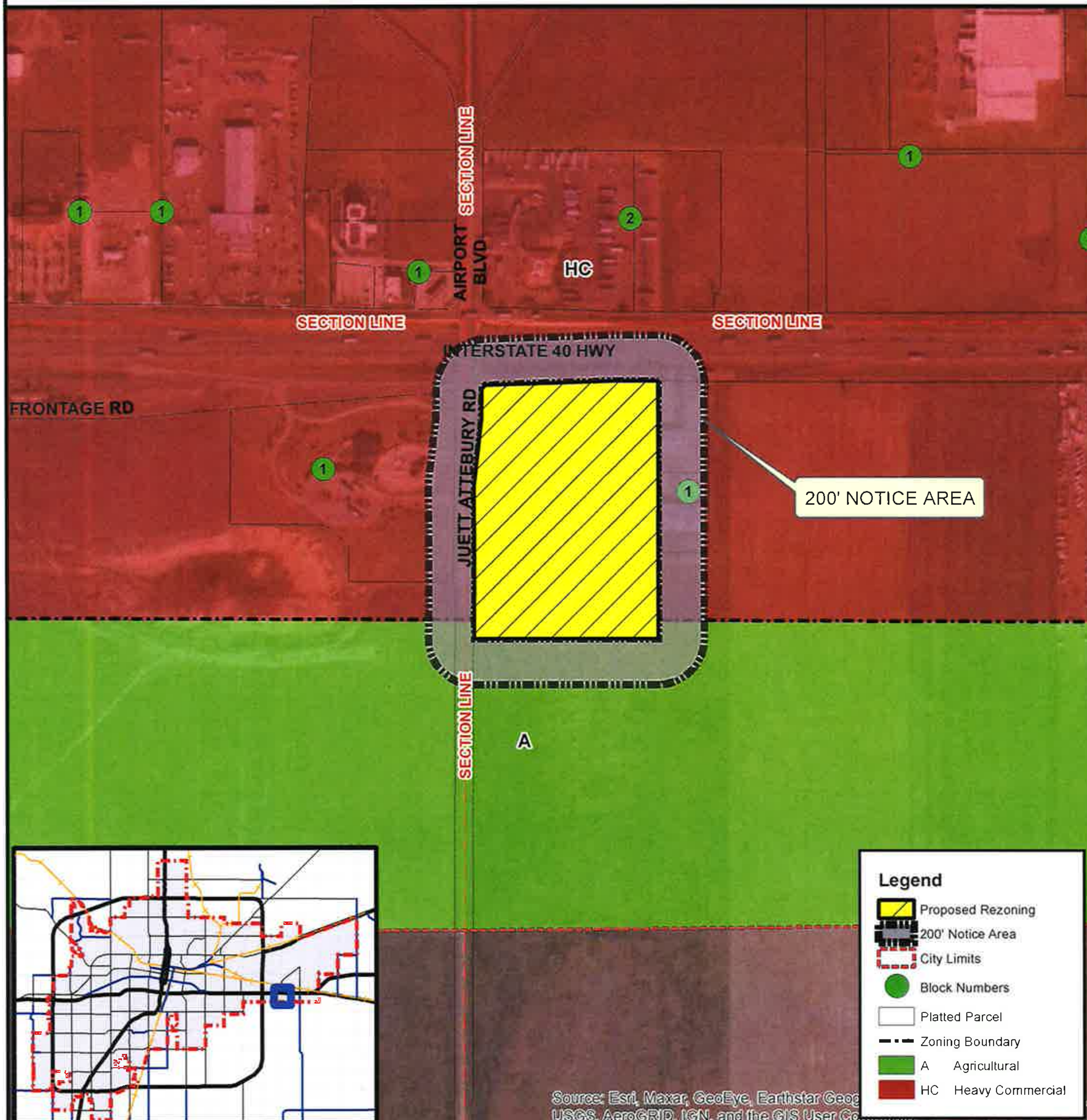
PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: DREW DONOSKY
P.E. No. 123651 date 2/4/2022

No.	DATE	REVISION	BY

SHEET
Z-1

PLOTTED BY: AMIRA ABDALLAH
PLOT DATE: 2/4/2022 1:32 PM
LOCATION: Z:\PROJECTS\PROJECTS\2021-168
LAST SAVED: 2/4/2022 1:23 PM
AMARILLO\CADD\EXHIBIT\Z-1 ZONING EXHIBIT_DWG

REZONING FROM A AND HC TO HC



CITY OF AMARILLO
PLANNING DEPARTMENT

Rezoning of a 20.36 acre tract of unplatted land in Section 58, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Heavy Commercial District (HC) and Agricultural District (A) to Heavy Commercial District (HC).

Owner: Drew Donosky for Attebury Farm, LLC

Vicinity: Interstate 40 & Airport Blvd

Scale: 1 inch = 600 feet
Date: 2/11/2022
Case No: Z-22-07

N W E S

AP: O-11

D

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO CITY MANAGER

Meeting Date	March 22, 2022	**Council Priority**	Regular Agenda Item – Public Hearing
Department	Planning and Development Services Brady Kendrick- Planner II		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7971

First reading and consideration of the Vacation of a 10-foot-wide Public Utility Easement lying in Lots 6 and 7, Block 8, North Highland Subdivision of the Tartar Addition, an addition to the City of Amarillo, in Section 157, Block 2, A.B.&M. Survey, Potter County, Texas.
VICINITY: Garfield St. and Amarillo Blvd.
APPLICANT/S: Spencer Weber for Cross Development

CONSIDER APPROVAL – LAND DEDICATION

Consideration of the Dedication of a 15-foot Public Utility Easement in Block 8, North Highlands Subdivision of the Tatar Addition, an addition to the City of Amarillo, in Section 157, Block 2, A.B.&M. Survey, Potter County, Texas.
VICINITY: Garfield St and Amarillo Blvd.
GRANTOR/S: Spencer Weber for Cross Development

Agenda Item Summary

Proposal

These two items are associated with an upcoming retail construction project. The vacation of the 10-foot easement is being requested in order to allow for the construction of a retail building at a location now encumbered by the existing 10-foot easement.

The above-mentioned dedication is to ensure that extension of the existing water main in the alley to the north can be extended southward and covered by an appropriate easement in the future.

While the dedication is being considered as part of this item, the City Manager will not execute the required dedication documents until after the second reading of the Vacation Ordinance takes place. This is scheduled to occur on the April 12th City Council agenda.

Analysis

Although there is no utility equipment in the existing easement to be abandoned, as just mentioned, a water main extension is likely to occur as additional development occurs. Understanding the need to extend water south from the alley in the future, the City Engineer stated that abandonment of the existing easement would be appropriate should the applicant dedicate an appropriate easement elsewhere on the block.

The applicant has agreed to dedicate a 15-foot wide Public Utility Easement that will not be encumbered by a building and would allow for a future water main extension southward when needed.

The vacation and/or dedication has been reviewed by all other customary City Departments and local utility companies and no additional requirements are needed nor have any departments have offered any opposition.

As with any vacation request, an applicant is required to either pay fair market value to acquire the area, dedicate an area of equal or greater value, pay only the higher cost of the fair market value or the relocation cost, or complete a combination of these requirements. In this particular case, the applicant is dedicating an area of greater value by way of dedicating a 2,328 square foot Public Utility Easement. Therefore, no fair market value payment will be required.

Requested Action/Recommendation

Considering the just mentioned, the Planning and Zoning Commission recommends **APPROVAL** of the Vacation request as presented and to allow the City Manager to execute the associated dedication documents after the second and final reading of the Vacation Ordinance.

LSS 1/28/2022

ORDINANCE NO. 7971

AN ORDINANCE TO THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR A PUBLIC UTILITY EASEMENT IN THE VICINITY OF GARFIELD STREET AND AMARILLO BOULEVARD, POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED PUBLIC UTILITY EASEMENT; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO THE PROPERTY OWNER;PROVIDING A REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo has been petitioned to abandon a 10-foot-wide Public Utility Easement lying in Lots 6 and 7, Block 8, North Highland Subdivision of the Tartar Addition, an addition to the City of Amarillo, in Section 157, Block 2, A.B.&M. Survey, Potter County, Texas; and

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

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

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

WHEREAS, the City Council further determined that this Public Utility Easement abandonment is not detrimental or injurious to the public health, safety or general welfare, or otherwise offensive to the neighborhood.

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

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

Vacation of a 10-foot-wide Public Utility Easement lying in Lots 6 and 7, Block 8, North Highland Subdivision of the Tartar Addition, an addition to the City of Amarillo, in Section 157, Block 2, A.B.&M. Survey, Potter County, Texas, being further described in Exhibit A, incorporated herein:

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

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

SECTION 4. Severability. If any provision, section, subsection, clause or the application of sale to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of

Amarillo, Texas in adopting this Ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 22nd day of March, 2022 and PASSED on Second and Final Reading this the 12th day of April, 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

TABLE A ITEMS

Items 1, 5, 8, and 11 are shown on survey

2) Address: 909 East Amarillo Boulevard

3) This property lies within flood zone X as per FEMA Map Number 48375C0530C with the effective date of June 4, 2010

4) Gross Land Area: 0.6556 Acres (28560.0 Sq. Ft.)

6a/b) Subject tract is zoned Light Commercial District (LC)

7a) There are no buildings on subject tract

7b1) There are no buildings on subject tract

9) There are no parking stalls on subject tract

10) There are no party walls on subject tract.

11a) Note to the client, insurer, and lender – With regard to Table A, Item 11, source information from plans and markings will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary

14) The intersection of East Amarillo Boulevard and Garfield Street is approximately 40' East of the Southeast corner of subject tract.

16) There is no evidence of recent earth moving work, building construction or building additions.

17) There is no evidence of proposed changes in street right-of-way lines or evidence of recent street or sidewalk construction or repairs

General Notes

1) Record documents other than those shown may affect this tract

2) Only those copies which bear an original ink impression seal and signature or any electronic copies thereof will be considered a "valid" copy. Delta Land Surveying LLC will not be responsible for anything other than a valid copy of this survey

3) Controlling Monuments are those that were held for the purpose of this survey or agree with this survey

4) Physical monuments of record dignity are those that are expressly called for in the records and can be identified with a reasonable amount of certainty. They are also controlling monuments unless otherwise noted

5) Monuments Indicated as found on this survey are not "physical monuments of record dignity" unless otherwise noted

6) Found monuments are accepted by this surveyor as controlling evidence due to substantial agreement with record documents unless otherwise noted

7) Heavy lines indicated plat limits

8) Notes and statements shown on this survey in *italics* were provided and or required by sources other than the signing surveyor. The signing surveyor makes no guarantee to the accuracy, legality, or validity of such statements

9) The signing surveyor's certification only applies to those things which are part of the normal purview of a Registered Professional Land Surveyor in the State of Texas

Survey Specific Notes

1) Bearings are based on the West line of Block 7, North Highlands Subdivision being previously recognized as N-S

2) Distances are actual surface distances

3) *The property shown hereon is the same as described in Schedule A of Commitment for Title Insurance issued by FNF Lawyers Title of Texas, Inc. as agent for Fidelity National Title Insurance Company on June 3, 2021, under GF No. LT-19155-1901552000520LB with an effective date of May 6, 2021, and all easements covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known have been plotted hereon and noted as to their effect on the property.*

4) Benchmark: Chiseled "X" in flow line top of curb on North of Amarillo Boulevard and West side of Garfield Street. Elevation: 3650.51 NAVD 88.

5) Benchmark elevation generated by RTK Observation using the Leica Smartnet Network

6) *The property has access to Amarillo Blvd. E (I-40 E) and Garfield Street, each a dedicated public right of way*

7) *Gas will be serviced by Atmos Energy per letter dated April 22, 2021, by Shannon Mullins*

8) *Water and sewer will be serviced by the City of Amarillo per e-mail dated December 8, 2020, by Marina Mota.*

9) *Telephone will be serviced by AT&T per e-mail dated May 26, 2021, by Winston Layman*

10) *Electric will be serviced by XCEL Energy per e-mail dated December 14, 2020, by the Builders Call Line.*

VICINITY MAP (NOT TO SCALE)

LEGEND

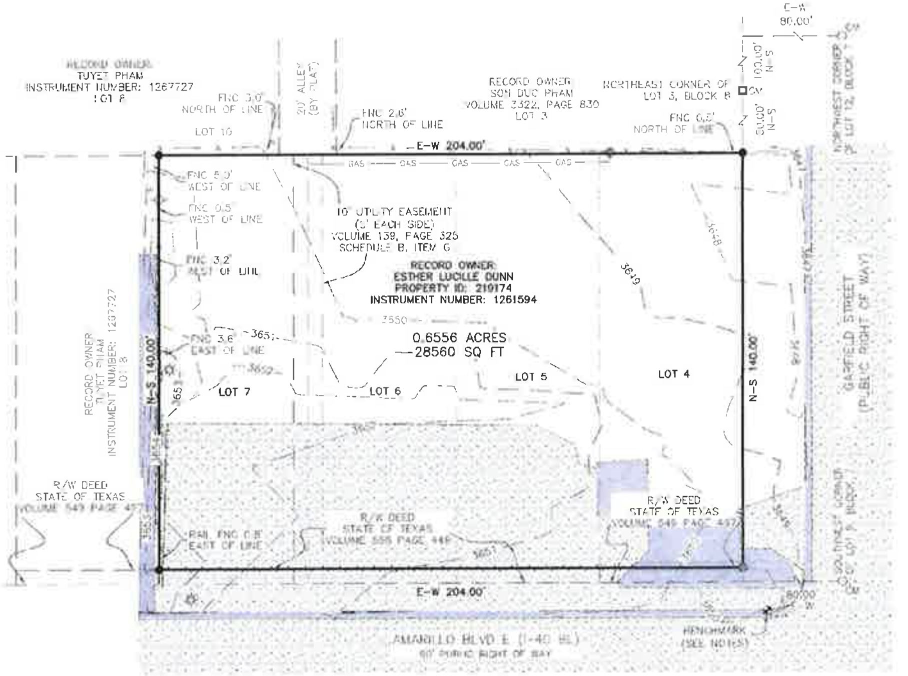
- BENCHMARK (SEE NOTES)
- SET 1/2" IRON ROD WITH BLUE CAP MARKED DELTA RPLS 6684
- SET CHISELED "X" IN CONCRETE
- FD. 1/2" IRON ROD WITH ORANGE CAP MARKED DAVIE
- FD. 1/2" IRON PIPE
- INDICATES GAS METER
- INDICATES POWER POLE
- INDICATES LIGHT POLE
- INDICATES FENCE
- INDICATES RAIL FENCE
- GAS — UNDERGROUND GAS LINE
- ORIGINAL LOT LINE
- CONCRETE
- ASPHALT
- R-O-W — RIGHT OF WAY
- CM — CONTROLLING MONUMENT
- FNC — FENCE

Exhibit A

ALTA/NSPS LAND TITLE SURVEY

LOTS 4,5,6,&7, BLOCK 8 OF THE NORTH HIGHLANDS SUBDIVISION OF THE TARTAR ADDITION, TO THE CITY OF AMARILLO, POTTER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 139, PAGES 323-326 AND SUBJECT TO THE EASEMENTS THEREIN RECITED AT PAGE 325 OF THE DEED RECORDS OF POTTER COUNTY, TEXAS AND SAVE AND EXCEPT THAT PORTION OF THE PROPERTY CONVEYED BY RIGHT OF WAY DEEDS RECORDED IN VOLUME 558, PAGES 449-450 AND VOLUME 549, PAGES 497-499.

909 EAST AMARILLO BOULEVARD, AMARILLO



SCALE: 1" = 30'

SURVEYED FOR:
CROSS DEVELOPMENT
GF NUMBER LT-19155-1901552000520LB
PROPOSED INSURED: CD DG AMARILLO 40, LLC

0 30 60

Schedule B

10 *The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception)*

a. *Rights of parties in possession.* NOT SURVEY RELATED

b. *Rights of tenants in possession, as tenants only, under unrecorded lease agreements.* NOT SURVEY RELATED

c. *Intentionally Deleted*

d. *If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:*

Owner's and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of Potter County, Texas, prior to the date hereof. NOT SURVEY RELATED

Owner's Policy(ies) Only: Liability hereunder at the date hereof is limited to $0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy. NOT SURVEY RELATED

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy. NOT SURVEY RELATED

e. *All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.* NOT SURVEY RELATED

f. *Gas line along the north boundary lines as shown on survey prepared by Adam N. Light, Registered Professional Land Surveyor Number 6684, Job No. 20202, dated August 17, 2020*

g. *An easement for public utilities, 5 feet on each side of lot lines between lots 6 and 7 as created by plat recorded in Volume 139, Page 325 Page the Deed Records of Potter County, Texas.* DOES PERTAIN TO SUBJECT TRACT- SHOWN ON SURVEY

SURVEYOR'S CERTIFICATION

Surveyor's Certification: Veritex Community Bank, its successors and assigns, CD DG Amarillo 40, LLC, a Texas limited liability company, and Fidelity National Title Insurance Company, and their respective successors and assigns as follows:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b1), 8, 9, 10, 11a, 13, 14, 16, and 17 of Table A thereof. The field work was completed on June 22, 2020.

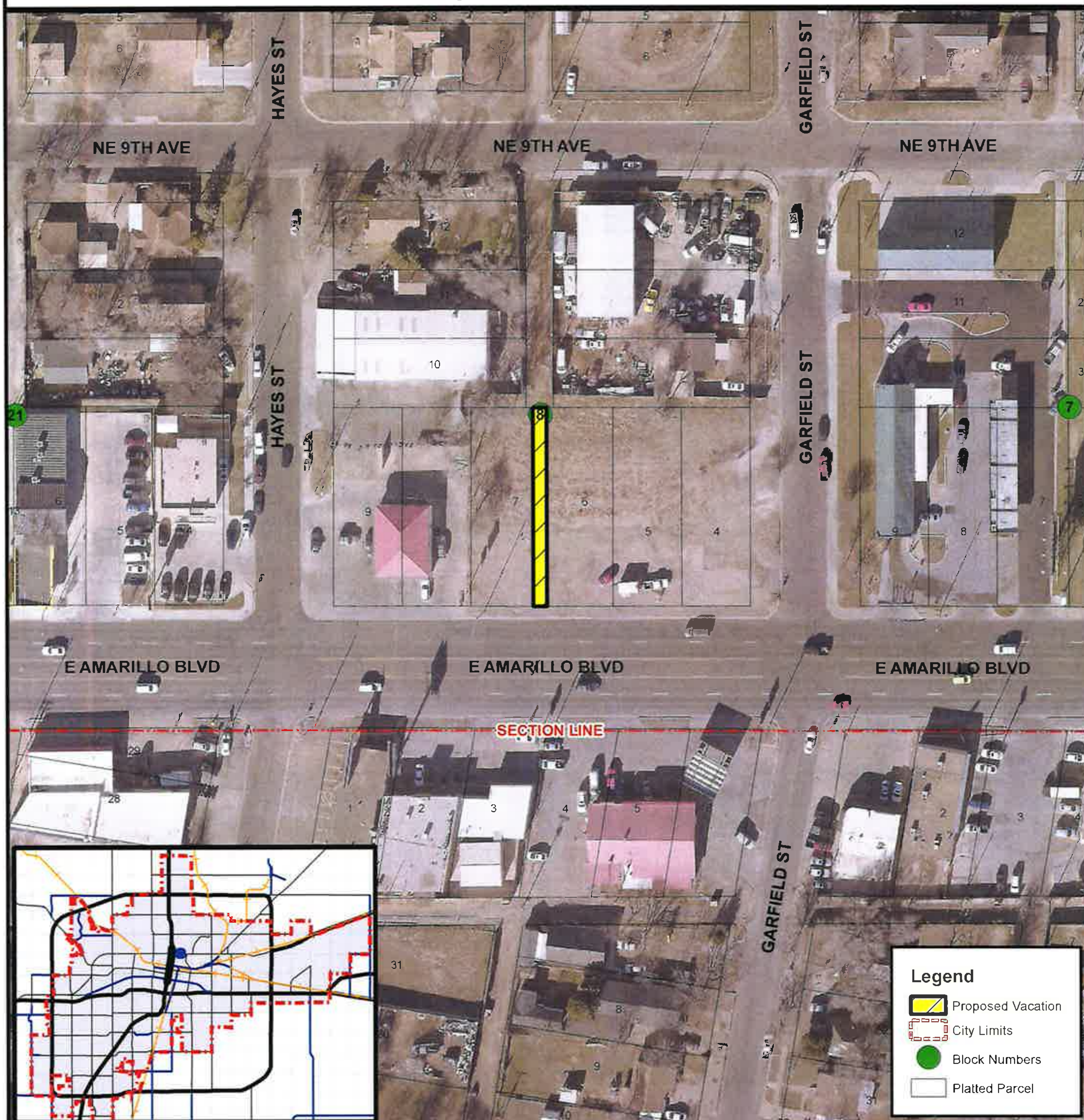
Date of Plat or Map: August 17, 2020
Revised June 16, 2021 (Title Commitment)
Revised June 23, 2021 (Title Commitment, Tract Dimensions, Typos)
Revised June 24, 2021 (East line changed to N-S bearing)

STATE OF TEXAS REGISTERED ADAM N. LIGHT 6684 PROFESSIONAL LAND SURVEYOR

By: Adam N. Light
Registered Professional Land Surveyor No. 6684
Delta Land Surveying Job No. 20202

DELTA LAND SURVEYING, LLC
TBPLS # 10194496
3307 82ND STREET STE. J
LUBBOCK, TX 79423
806-701-5707
WWW.DELTALBK.COM

CASE V-21-01
NORTH HIGHLAND SUB
EASEMENT VACATION



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 100 feet
Date: 1/31/2022
Case No: V-21-01

Vacation of a 10-foot-wide Public Utility Easement lying in Lots 6 and 7, Block 8, North Highland Subdivision of the Tartar Addition, an addition to the City of Amarillo, in Section 157, Block 2, A.B.&M. Survey, Potter County, Texas

Applicant: Spencer Weber for Cross Development

Vicinity: Amarillo Blvd E & Garfield St.

AP: O-10

E

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	March 22, 2022	**Council Priority**	Regular Agenda Item – Public Hearing
Department	Planning and Development Services Brady Kendrick- Planner II		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7971

First reading and consideration of the Vacation of a 10-foot-wide Public Utility Easement lying in Lots 6 and 7, Block 8, North Highland Subdivision of the Tartar Addition, an addition to the City of Amarillo, in Section 157, Block 2, A.B.&M. Survey, Potter County, Texas.
VICINITY: Garfield St. and Amarillo Blvd.
APPLICANT/S: Spencer Weber for Cross Development

CONSIDER APPROVAL – LAND DEDICATION

Consideration of the Dedication of a 15-foot Public Utility Easement in Block 8, North Highlands Subdivision of the Tatar Addition, an addition to the City of Amarillo, in Section 157, Block 2, A.B.&M. Survey, Potter County, Texas.
VICINITY: Garfield St and Amarillo Blvd.
GRANTOR/S: Spencer Weber for Cross Development

Agenda Item Summary

Proposal

These two items are associated with an upcoming retail construction project. The vacation of the 10-foot easement is being requested in order to allow for the construction of a retail building at a location now encumbered by the existing 10-foot easement.

The above-mentioned dedication is to ensure that extension of the existing water main in the alley to the north can be extended southward and covered by an appropriate easement in the future.

While the dedication is being considered as part of this item, the City Manager will not execute the required dedication documents until after the second reading of the Vacation Ordinance takes place. This is scheduled to occur on the April 12th City Council agenda.

Analysis

Although there is no utility equipment in the existing easement to be abandoned, as just mentioned, a water main extension is likely to occur as additional development occurs. Understanding the need to extend water south from the alley in the future, the City Engineer stated that abandonment of the existing easement would be appropriate should the applicant dedicate an appropriate easement elsewhere on the block.

The applicant has agreed to dedicate a 15-foot wide Public Utility Easement that will not be encumbered by a building and would allow for a future water main extension southward when needed.

The vacation and/or dedication has been reviewed by all other customary City Departments and local utility companies and no additional requirements are needed nor have any departments have offered any opposition.

As with any vacation request, an applicant is required to either pay fair market value to acquire the area, dedicate an area of equal or greater value, pay only the higher cost of the fair market value or the relocation cost, or complete a combination of these requirements. In this particular case, the applicant is dedicating an area of greater value by way of dedicating a 2,328 square foot Public Utility Easement. Therefore, no fair market value payment will be required.

Requested Action/Recommendation

Considering the just mentioned, the Planning and Zoning Commission recommends **APPROVAL** of the Vacation request as presented and to allow the City Manager to execute the associated dedication documents after the second and final reading of the Vacation Ordinance.

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

PUBLIC UTILITY EASEMENT

Date: __________________, 2022

Grantor: CD DG Amarillo 40, LLC and Cross Development

Grantor's Mailing Address: 4336 March Ridge Road
Carrollton, Texas 75010

Grantee: City of Amarillo, a municipal corporation

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

Consideration: Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Easement Property: A tract of land described on the attached Exhibit A.

Grantor for the consideration grants, sells and conveys to Grantee, its successors and assigns an exclusive public utility easement for the purpose of installing, constructing, maintaining, operating, extending/repairing, removing, replacing, and upgrading water and/or other utility lines and appurtenances (hereinafter called "Utility Lines"), upon, over, under and across the Easement Property, together with the right of ingress and egress over, along and across the Easement Property.

Grantor, its successors, and assigns, may use said Property for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient operation or maintenance of the Utility Lines and further provided that such use is not inconsistent with any laws, ordinances or codes pertaining to the operation or maintenance of the Utility Lines and to which the Grantor is subject. Grantor will not erect or maintain any buildings or other structures or obstructions on or over the Easement Property except by written permission from Grantee.

To Have and to Hold the above-described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantor and Grantor's successors and assigns forever. Grantor does hereby bind itself and its successors and assigns to Warrant and Forever Defend all and singular the Property unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED this ____ day of ___________, 2022.

GRANTOR:
CD DG AMARILLO 40, LLC

By:______________________________

STATE OF TEXAS

COUNTY OF ____________

This instrument was acknowledged before me on the ____ day of _____________, 2022, by Steve Rumsey, President, on behalf of said company.

____
Notary Public, State of Texas

GRANTEE:
ACCEPTED BY
THE CITY OF AMARILLO, TEXAS

____
Jared Miller, City Manager

Date:_____________________________

EXHIBIT A
"Easement Property"

UTILITY LINES EASEMENT (8):
Metes and Bounds Description of 0.0535 acre (2328.5 S.F.) Water Line easement, being out of Lots 4-7, of Block 8, of the North Highlands Subdivision, of the Tartar Addition to the City of Amarillo, Potter County, Texas, according to the Map or Plat thereof recorded in Volume 139, Page 212, Deed Records, Potter County, Texas (DRPCT), and being more particularly described as follows:

Beginning at a point in the West line of Garfield Street, as depicted on said North Highlands Subdivision Plat, in the East line of said Lot 4, and for the Southeast corner of this easement, whence a found "X" in concrete, for the Southeast corner of said Lot 4 bears South, a distance of 118.00 feet;

Thence West, leaving said Garfield Street and the East line of said Lot 4, 101.08 feet to a point in said Lot 6, for a corner of this easement;

Thence N45°00'00"W, a distance of 31.11 feet, to a point for a corner of this easement;

Thence West, a distance of 38.92 feet, to a point in said Lot 7, for the Southwest corner of this easement;

Thence North, a distance of 10.00 feet, to a point in the North line of said Lot 7 and for the Northwest corner of this easement, whence a found 1/2" iron rod with blue cap for the Northwest corner of said Lot 7 bears West, a distance of 42.00 feet;

Thence East, with the North line of said Lots 7 and 6, 50.13 feet to a point for a corner of this easement;

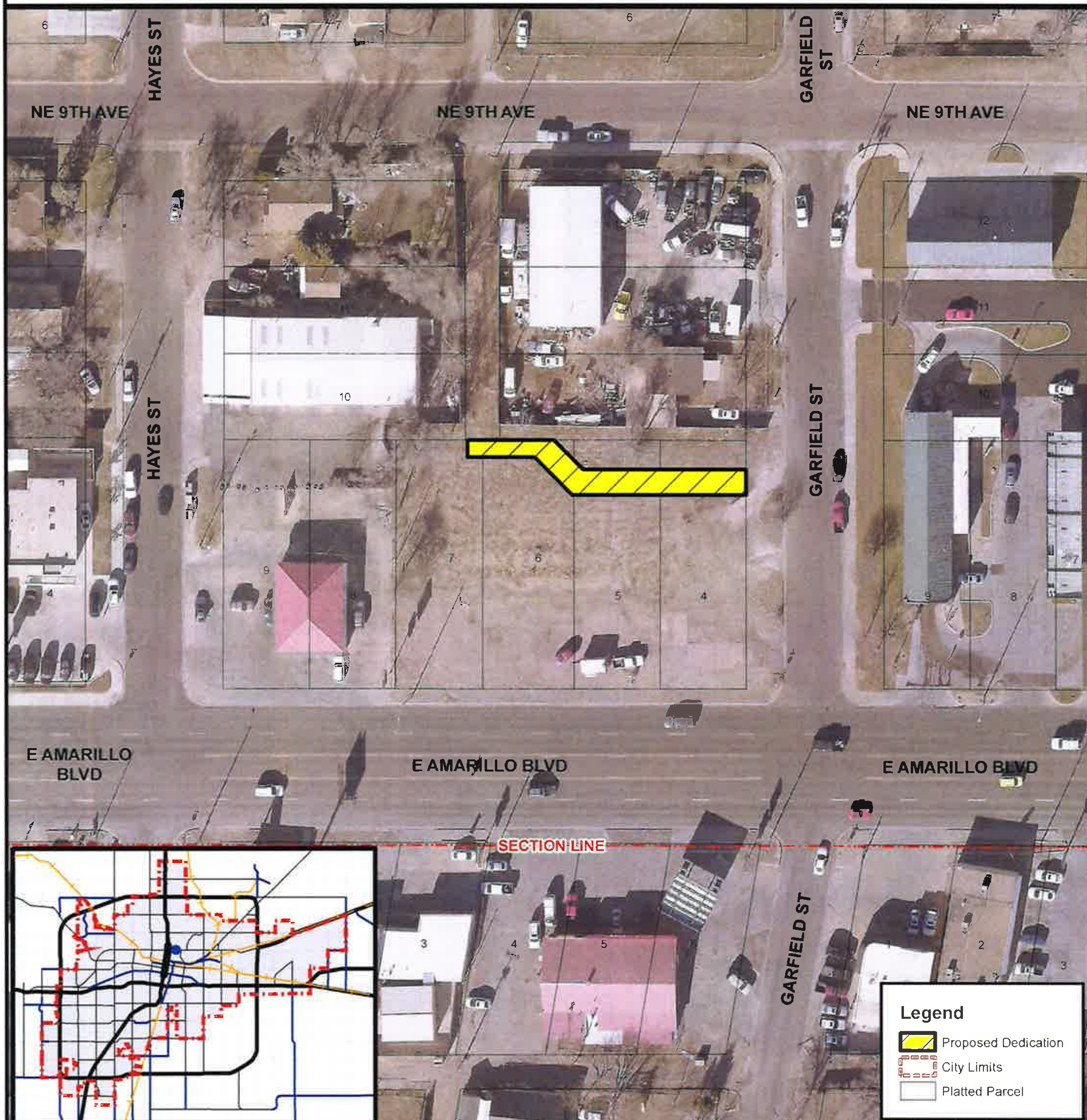
Thence S45°00'00"E, leaving the North line of said Lot 6, 24.04 feet to a point for a corner of this easement;

Thence East, a distance of 94.87 feet to a point in the common line of Garfield Street and said Lot 4, for the Northeast corner of this easement, whence a found 1/2" iron rod with blue cap marked Delta Land Surveying bears North, a distance of 17.00 feet

Thence South, with the common line of said Lot 4 and Garfield Street, 15.00 feet to the Point of Beginning.

CASE D-21-02

A 0.175 acre tract of land situated on Lots 4 thru 7, Block 8, North Highlands Subdivision



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 80 feet
Date: 3/14/2022
Case No: D-21-02

A 0.175 Acre tract of land (15ft Public Utility Easement) lying in Lots 4 thru 7, Block 8, North Highland Subdivision of the Tartar Addition, an addition to the City of Amarillo, in Section 157, Block 2, B.S.&F. Survey, Potter County, Texas.

Grantor: CD DG Amarillo 40, LLC

Vicinity: E Amarillo Blvd. and N Garfield St.

AP: O-10

F

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	March 22, 2022	**Council Pillar**	Economic Development and Redevelopment
Department	City Manager's Office		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

DISCUSSION AND CONSIDERATION OF ORDINANCE NO. 7972
(Contact: Laura Storrs)

Discussion and consideration of all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022", including the adoption of an ordinance authorizing the issuance of such certificates of obligation.

Agenda Item Summary

This ordinance authorizes the City to issue the "CITY OF AMARILLO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022" (bonds); providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's waterworks and sewer system; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security and delivery of said certificates of obligation; delegating matters relating to the sale and issuance of said certificates to an authorized City official; and providing an effective date. The $7 million in proceeds will be used for (i) acquiring, constructing, improving and installing lighting for park and recreational facilities and (ii) professional services rendered in connection therewith.

Requested Action

Adopt the Ordinance authorizing the issuance of the Combination Tax and Revenue Certificates of Obligation, Series 2022.

Funding Summary

N/A

Community Engagement Summary

At the January 11, 2022 City Council meeting, Council was presented costs associated with the replacement needed to existing athletic facility lighting. At the January 25, 2022 City Council meeting, Council approved the resolution authorizing publication of notice of intention to issue certificates of obligation. The notice of intention to issue certificates of obligation was published in the Amarillo Globe News on January 27, 2022 and February 3, 2022 and was posted on the City's website on January 26, 2022.

Staff Recommendation

City staff is recommending approval of the Ordinance.

DRAFT

ORDINANCE NO. 7972

AN ORDINANCE authorizing the issuance of "CITY OF AMARILLO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the City's waterworks and sewer system; specifying the terms and conditions of such certificates of obligation; resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of an Official Statement; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of $7,000,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and installing lighting for park and recreational facilities and (ii) professional services rendered in connection therewith, has been (a) duly published in the *Amarillo Globe News*, a newspaper of general circulation in the City of Amarillo, Texas on January 27, 2022 and February 3, 2022, the date the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (b) duly published continuously on the City's website for at least forty-five (45) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary on or prior to the date of the passage of this Ordinance; and

WHEREAS, the City Council hereby finds and determines that $___________ in principal amount of the certificates of obligation described in such notice should be authorized at this time; now, therefore,

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

Section 1. **Authorization - Designation - Principal Amount - Purpose**. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of $___________, to be designated and bear the title "CITY OF AMARILLO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and installing lighting for park and recreational facilities and (ii) professional services rendered in connection therewith, all in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Section 2. **Fully Registered Obligations - Certificate Date - Authorized Denominations - Stated Maturities - Interest Rates.** The Certificates are issuable in fully registered form only, shall be dated March 15, 2022 (the "Certificate Date"), and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity), and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

Year of Stated Maturity	Principal Amount ($)	Interest Rate ($)
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		

2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043

The Certificates shall bear interest on the unpaid principal amount thereof from the initial date of delivery of the Certificates at the per annum rates shown above (calculated on the basis of a 360-day year of twelve 30-day months) and shall be payable on February 15 and August 15 in each year until maturity or prior redemption, commencing February 15, 2023.

Section 3. **Terms of Payment - Paying Agent/Registrar.** The principal of, premium, if any, and the interest on the Certificates, due by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar. Such payments shall be payable, without exchange or collection charges, to the Holder in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, or its assigns to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. The City agrees and covenants to cause to be kept and maintained at the Designated Payment/Transfer Office (defined below) of the Paying Agent/Registrar, books and records relating to the registration, payment, and transfer of the Certificates (the "Security Register"), all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged; and, any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity duly qualified and legally authorized to act as and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice of the change to be sent to each registered owner of the Certificates by United States mail, first-class postage prepaid; and such notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or on a date of earlier redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in Salt Lake City, Utah, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). The Paying Agent/Registrar shall pay interest on the Certificates only to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding the interest payment date) and shall pay either by: (1) check sent by United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or (2) by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder at the Holder's risk and expense. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by first class

United States mail, postage prepaid, to the address of each Holder appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

Section 4. Redemption.

(a) **Optional Redemption**. The Certificates having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to maturity, at the option of the City on February 15, 20__, or any date thereafter, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar) at the redemption price of par, together with interest accrued to the redemption date.

Not less than forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of: (1) the decision to redeem Certificates, (2) the principal amount of each Stated Maturity to be redeemed, and (3) the date of redemption.

(b) **[Mandatory Redemption**. The Certificates maturing on February 15 in each of the years 20__, 20__, 20__, 20__ and 20__ (collectively, the "Term Certificates") are subject to mandatory redemption on the dates and in the principal amounts shown below at a price of par plus accrued interest to the date of redemption:

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	____,000
February 15, 20__	___,000
February 15, 20__*	___,000

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	___,000
February 15, 20__*	___,000

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	___,000
February 15, 20__*	___,000

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	___,000
February 15, 20__	___,000
February 15, 20__	___,000
February 15, 20__	___,000
February 15, 20__*	___,000

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	___,000
February 15, 20__	___,000
February 15, 20__	___,000
February 15, 20__	___,000
February 15, 20__*	___,000

*maturity

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following February 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificates not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Certificates for a given Stated Maturity required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in subparagraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.]

(c) **Selection of Certificates for Redemption**. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates

Outstanding, which is obtained by dividing the principal amount of such Certificates by $5,000, and shall select by lot the Certificates to be redeemed within such Stated Maturity.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by first class United States mail, postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall: (1) specify the date of redemption for the Certificates, (2) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (3) state the redemption price, (4) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (5) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the specified redemption date; provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

Section 5. Registration - Transfer - Exchange of Certificates - Predecessor Certificates. A Security Register relating to the registration, payment, and transfer or exchange of the Certificates shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each registered owner of the Certificates issued under and pursuant to the provisions of this Ordinance. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon the surrender for transfer of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Certificates surrendered for exchange upon the surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer under this Section are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Certificates" shall include any Certificate registered and delivered pursuant to Section 23 hereof in lieu of a mutilated, lost, destroyed, or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

Section 6. **Book-Entry-Only Transfers and Transactions.** Notwithstanding the provisions contained in Sections 3, 4 and 5 relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

Section 7. **Execution - Registration.** The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signatures of said officers and the seal of the City on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser(s), and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially as set forth in the form of the Initial Certificate(s) provided in Section 9B, manually executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially as set forth in the form of the definitive Certificates provided in Section 9C, manually executed by an authorized officer, employee, or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered, and delivered.

Section 8. **Initial Certificate(s).** The Certificates herein authorized shall be initially issued either as (i) a single fully registered certificate in the total principal amount of this series with principal installments to become due and payable as provided in Section 2 and numbered T-1 or, alternatively, (ii) as one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 9. **Forms.**

A. **Forms Generally.** The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Registration of the Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or be determined by the officers executing such Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference to such a portion on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, engraved or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution thereof, but the Initial Certificate(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

The City may provide (i) for issuance of one fully registered Certificate for the Stated Maturity in the aggregate principal amount of such Stated Maturity and (ii) for registration of such Certificate in the name of a securities depository, or the nominee thereof. While any Certificate is registered in the name of a securities depository or its nominee, references herein and in the Certificates to the holder or owner of such Certificate shall mean the securities depository or its nominee and shall not mean any other person.

B. **Form of Single Initial Certificate.**

REGISTERED
NO. T-1

REGISTERED
$__________

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF AMARILLO, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2022

Certificate Date: March 15, 2022

Registered Owner: ________________

Principal Amount: __________ MILLION DOLLARS

The City of Amarillo (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Potter and Randall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated, on February 15 in each of the years and in principal installments in accordance with the following schedule:

YEAR	PRINCIPAL INSTALLMENTS ($)	INTEREST RATE (%)

(Information to be inserted from Section 2 hereof)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the initial date of delivery of the Certificates at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year until maturity or prior redemption, commencing February 15, 2023. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in Salt Lake City, Utah, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest shall be payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding the interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by and at the risk and expense of the registered owner. All payments of principal of, premium, if any, and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is issued in the aggregate principal amount of $__________ for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving, renovating, expanding and equipping park and recreation facilities including the acquisition of land therefor and (ii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the governing body of the City (hereinafter referred to as the "Ordinance").

[The Certificates maturing on the dates referenced below (collectively, the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts shown below:

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	____,000
February 15, 20__	___,000
February 15, 20__*	___,000

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	___,000
February 15, 20__*	___,000

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	___,000
February 15, 20__*	___,000

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	___,000
February 15, 20__	___,000
February 15, 20__	___,000
February 15, 20__	___,000
February 15, 20__*	___,000

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	___,000
February 15, 20__	___,000
February 15, 20__	___,000
February 15, 20__	___,000
February 15, 20__*	___,000

*maturity

The particular Certificates to be redeemed on each such date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a given maturity required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of Term Certificates of like maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Certificates maturing on and after February 15, 20__ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by first class United States mail, postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues of the City's waterworks and sewer system (the "System"), as provided in the Ordinance. In the Ordinance, the City reserves and retains the right to issue Additional Certificates equally and ratably secured with the Certificates by a parity lien on and pledge of the Net Revenues.

Reference is hereby made to the Ordinance, a copy of which is on file at the principal offices of the Paying Agent/Registrar, and to all of the provisions of which the registered owner by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificate; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on this Certificate; the nature, extent, and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the principal offices of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to the payment of the interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to the payment of the principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a limited pledge of and lien on the Net Revenues of the System as stated above. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF AMARILLO, TEXAS

____
Mayor

COUNTERSIGNED:

____
City Secretary

(City Seal)

C. **<u>Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate(s) Only</u>**.

REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. ______________
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity, approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this ____________________________.

____
Comptroller of Public Accounts
of the State of Texas

(Seal)

D. **<u>Form of Registration Certificate of Paying Agent/Registrar to Appear on Definitive Certificates Only</u>**.

<u>REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR</u>

This Certificate has been duly issued and registered under the provisions of the within - mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The office of the Paying Agent/Registrar in Salt Lake City, Utah, is the Designated Payment/Transfer Office for this Certificate.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, Houston, Texas, as Paying Agent/Registrar

Registered this date:

____

By: ________________________________
Authorized Signature
Amegy Bank Division

E. **<u>Form of Assignment</u>**.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) ______________________________

____

____

(Social Security or other identifying number: ______________________________) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints ____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: ______________________________

Signature guaranteed:

____

____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

F. **Form of Definitive Certificates.**

REGISTERED
NO. ____

REGISTERED
$__________

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF AMARILLO, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2022

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP NO.
March 15, 2022	________%	February 15, 20__	_________

Registered Owner:

Principal Amount: DOLLARS

The City of Amarillo (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Potter and Randall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount stated above from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the initial date of delivery of the Certificates) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year until maturity or prior redemption, commencing February 15, 2023. Principal of this Certificate shall be payable at its Stated Maturity or on a redemption date to the Registered Owner hereof upon presentation and surrender at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in Salt Lake City, Utah, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest shall be payable to the registered owner of this Certificate (or of one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding the interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the registered owner, recorded in the Security Register or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $____________ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and installing lighting for park and recreational facilities and (ii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the governing body of the City (hereinafter referred to as the "Ordinance").

[The Certificates maturing on the dates referenced below (collectively, the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts shown below:

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	____,000
February 15, 20__	____,000
February 15, 20__*	____,000

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	____,000
February 15, 20__*	____,000

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	____,000
February 15, 20__*	____,000

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	____,000
February 15, 20__	____,000
February 15, 20__	____,000
February 15, 20__	____,000
February 15, 20__*	____,000

Term Certificates Due February 15, 20__

Redemption Date	Principal Amount ($)
February 15, 20__	____,000
February 15, 20__	____,000
February 15, 20__	____,000
February 15, 20__	____,000
February 15, 20__*	____,000

*maturity

The particular Certificates to be redeemed on each such date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a given maturity required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of Term Certificates of like maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Certificates maturing on and after February 15, 20__, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by first class United States mail, postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues of the City's waterworks and sewer system (the "System"), as provided in the Ordinance. In the Ordinance, the City reserves and retains the right to issue Additional Certificates equally and ratably secured with the Certificates by a parity lien on and pledge of the Net Revenues.

Reference is hereby made to the Ordinance, a copy of which is on file at the principal offices of the Paying Agent/Registrar, and to all of the provisions of which the registered owner by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature, extent, and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding; and, for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the principal offices of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to the payment of the interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to the payment of the principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a limited pledge of and lien on the Net Revenues of the System as stated above. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF AMARILLO, TEXAS

____

Mayor

COUNTERSIGNED:

____

City Secretary

(City Seal)

Section 10. **Definitions**. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Pledged Revenues therefor, the following definitions are provided:

(a) The term "Additional Certificates" shall mean combination tax and revenue certificates of obligation hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, or any similar law hereafter enacted, and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues as provided in Section 13 hereof.

(b) The term "Certificates" shall mean the "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special account created and established under the provisions of Section 11 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the annual financial accounting period used with respect to the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes and to be consistent with the ordinances authorizing the additional obligations of the City.

(f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term "Maintenance and Operation Expenses" shall mean all reasonable and necessary expenses directly related and attributable to the operation and maintenance of the System, including all salaries, labor, materials, repairs, extensions and other expenses reasonably and properly charged necessary to render efficient service to the City and its inhabitants. Depreciation and expenditures classed under generally accepted accounting principles as capital expenditures shall not be considered as "Maintenance and Operation Expenses" for purposes of determining "Net Revenues".

(h) The term "Net Revenues" shall mean, with respect to any period, all income, revenues, and receipts received from the operation and ownership of the System less Maintenance and Operation expenses of the System during such period.

(i) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates theretofore canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 25 hereof by the irrevocable deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Government Securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and for which (i) replacement Certificates have been registered and delivered in lieu thereof or (ii) have been paid, all as provided in Section 23 hereof.

(j) The term "System" shall mean the City's waterworks and sewer system, including all present and future additions, extensions, replacements, and improvements thereto.

Section 11. Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment and retirement of the Certificates, there shall be and is hereby created a special fund or account to be designated "SPECIAL 2022 COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND"(the "Certificate Fund"), which fund or account shall be maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds, and moneys deposited in said fund or account shall be used for no other purpose. The Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, any Assistant City Manager, Director of Finance and City Secretary, any one or more of said officials of the City, are hereby authorized and directed to make withdrawals from said fund or account sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund (on or prior to a principal and/or interest payment date) an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, invested in investments authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the City's investment policy; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from said Account will be available at the proper time or times. All interest and income derived from deposits and investments in the Certificate Fund shall be credited to, and any losses debited to, such account. All investments in the Certificate Fund shall be sold promptly when necessary to prevent any default in connection with the Certificates.

Section 12. Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues and any other lawfully available revenues which are appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

Section 13. Pledge of Net Revenues. The City hereby covenants and agrees that the Net Revenues of the System (within the limitation of a total amount of $1,000) are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of such Net Revenues herein made for the payment of the Certificates shall constitute a lien on such Net Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City. The lien on and pledge of the Net Revenues shall continue until such time as the City shall pay all of such $1,000, after which time the pledge shall cease

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Certificates and the pledge of the revenues granted by the City under this Section of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are Outstanding and unpaid such that the pledge of the revenues granted by the City under this Section of this Ordinance is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the Holders of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 14. System Fund. The City hereby covenants and agrees that all revenues derived from the operation and ownership of the System shall be kept separate and apart from all other funds, accounts, and moneys of the City, and shall be deposited as collected into the "City of Amarillo, Texas, Waterworks and Sewer System Fund" (hereinafter called the "System Fund"). All moneys deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper Maintenance and Operation Expenses of the System as defined herein or required by statute to be a first charge on and claim against the revenues of the System.

Second: To the payment of all amounts required to be deposited in any special funds created and established for the payment, security, and benefit of any obligations of the City having a prior lien on and pledge of the Net Revenues in accordance with the terms and provisions of any ordinance authorizing the issuance of any such obligations.

Third: To the payment of the amounts required to be deposited in the special funds and accounts created and established for the payment of the Certificates and Additional

Certificates, provided however, at such time as the City shall pay the Net Revenues pledged to the payment of the Certificates, such pledge being limited to $1,000, such pledge shall cease.

Fourth: To the payment of the amounts required to be deposited in the special funds and accounts created and established for the payment of the "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2009C" dated November 1, 2009.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

Section 15. Deposits to Certificate Fund. Subject to the provisions of Section 14 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues in the System Fund, the amount of Net Revenues pledged to the payment of the Certificates.

Deposits of the Net Revenues to be made to the Certificate Fund, as hereinabove provided, shall be made to such Fund. Ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates may be taken into consideration and utilized to reduce the amount of the deposits otherwise required to be deposited in the Certificate Fund from the Net Revenues of the System. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues.

Section 16. Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

Section 17. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, any Holder shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

Section 18. Special Covenants. The City hereby covenants as follows:

(i) That it has the lawful power to pledge the Net Revenues supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing under Sections 271.041 271.063 Texas Local Government Code and Chapter 1502, Texas Government Code, as amended.

(ii) That other than for the payment of the Certificates, those obligations having a prior lien on the Net Revenues and the "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2009C" dated November 1, 2009, the Net Revenues are not in any manner pledged to the payment of any debt or obligation of the City or of the System.

(iii) That, as long as the Certificates or any interest thereon remain Outstanding and the pledge of the Net Revenues has not been fully satisfied, the City will not sell, lease, or encumber the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System.

(iv) The City recognizes that the purchasers and owners of the Certificates will have accepted them on, and paid a price which reflects, the understanding that interest thereon is excludable from federal income taxation under laws in force at the time the Certificates shall have been delivered. In this connection the City covenants to take no action or fail to take any action, which action or failure to act may render the interest on any of such Certificates subject to federal income taxation, particularly pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), nor shall the City take any action or fail to take any action, which action or failure to act, would have the effect of causing the income derived by the City from the System to become subject to federal income taxation in the hands of the City, whether or not provision shall have been made for the payment of such Certificates.

Section 19. **Issuance of Additional Certificates.** The City hereby expressly reserves the right to hereafter issue Additional Certificates payable from and secured by a lien on and pledge of the Net Revenues of equal rank and dignity, and on a parity in all respects, with the lien thereon and pledge thereof securing the payment of the Certificates.

It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in any ordinance authorizing the issuance of any other obligations of the City payable in whole or in part from the Net Revenues of the System, and to the extent of any irreconcilable conflict between the provisions contained herein and in any ordinance authorizing any other obligations of the City payable in whole or in part from the Net Revenues of the System, the provisions, agreements, and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of any such obligations.

Section 20. **Sale of Certificates – Official Statement.** Pursuant to a public sale for the Certificates, the bid submitted by ___________ (herein referred to as the "Purchasers") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Certificates to the Purchasers at the price of par plus premium in the amount of $___________ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Certificates to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Certificate shall be registered in the name as provided in the winning bid.

Furthermore, the use of the Preliminary Official Statement in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement reflecting the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, Deputy City Manager, any Assistant City Manager, Director of Finance or the City Manager, any one or more of said officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute said final Official Statement, dated March 22, 2022, in the offering, sale and delivery of the Certificates to the public. The Mayor and City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchaser, and such Official Statement in the final form and content manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchaser.

Section 21. **Notices to Owners - Waiver.** Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given; and, such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 22. **Cancellation.** All Certificates surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it; and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the City.

Section 23. Mutilated, Destroyed, Lost, and Stolen Certificates. If (a) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (b) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

Section 24. Covenants to Maintain Tax-Exempt Status of Interest on the Certificates.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"*Rebate Amount*" has the meaning set forth in Section 1.148 1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) **Not to Cause Interest to Become Taxable.** The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) **No Private Use or Private Payments.** Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

> (1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and
>
> (2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) **No Private Loan.** Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) **Not to Invest at Higher Yield.** Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) **Not Federally Guaranteed.** Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) **Information Report**. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) **Rebate of Arbitrage Profits**. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) **Not to Divert Arbitrage Profits**. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) **Elections**. The City hereby directs and authorizes the Mayor, City Manager, Deputy City Manager, any Assistant City Manager and Director of Finance, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

Section 25. **Satisfaction of Obligations of City**. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Net Revenues under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (a) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (b) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, upon the City's request, the Paying Agent/Registrar shall remit to the city along with a written receipt, any moneys deposited and held in trust by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates which remain unclaimed for a period of three (3) years after being so deposited and held on the Stated Maturity or applicable redemption date on the Certificates. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

Section 26. **Proceeds of Sale.** The proceeds of sale of the Certificates, excluding the amounts to pay costs of issuance, shall be deposited in a construction fund maintained at a City depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.[The $________ of premium received in connection with the Certificates shall be used as follows: $__________ shall be deposited into the construction fund, $__________ shall be used for underwriter's discount, and $________ shall be used for costs of issuance.]

Section 27. **Ordinance a Contract - Amendments.** The provisions of this Ordinance shall constitute a contract with the Holders; and, the City shall not amend or repeal any of the provisions of this Ordinance so long as any Certificate remains Outstanding except as permitted in this Section and Section 28 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, with the written consent of the registered owner or owners holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, the City may amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all registered owners of Outstanding Certificates, no such amendment, addition or rescission shall: (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates; (2) give any preference to any Certificate over any other Certificate; or, (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition or rescission.

Section 28. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, ending in or after 2022, financial information and operating data with respect to the City of the general type of information contained in Tables 1 through 11 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2022 and if not provided as part of such financial information and operating data, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B of the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data and financial statements to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events.

The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items 15 and 16 in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 29. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchaser.

Section 30. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, any Assistant City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, City Manager, Deputy City Manager, any Assistant City Manager, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 31. Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving such Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Certificates. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Certificates or an executed counterpart thereof shall accompany the global Certificates deposited with DTC. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

Section 32. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

Section 33. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance. This Ordinance in its entirety is intended to be and is for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

Section 34. Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 35. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 36. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

Section 37. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 38. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 39. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 40. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

Section 41. Effective Date. This Ordinance shall take effect and be in force from and after its passage and approval in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[*remainder of page intentionally left blank*]

PASSED AND APPROVED, this March 22, 2022.

Mayor
City of Amarillo, Texas

ATTEST:

City Secretary
City of Amarillo, Texas

(City Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

G

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	March 22, 2022	**Council Priority**	Civic Pride
Department	Parks and Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDER AWARD – LANDSCAPE MAINTENANCE AGREEMENT FOR CITY PARKS AND OTHER LOCATIONS
Award to:
Lot 1 – Regional Parks – Incircle Management Inc. $1,219,053.00
Lot 2 – School Parks - Incircle Management Inc. $720,908.10
Lot 3 – Community Parks – Incircle Management Inc. $170,250.30
Lot 4 – Undeveloped – Reeder Landscape $96,863.20
Total cost - $2,207,074.60

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 (Regional Parks, School Parks, Community Parks, Undeveloped Park areas) listed above using experienced personnel using only sound horticultural and landscape practices.

Agenda Item Summary

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 (Regional Parks, School Parks, Community Parks, Undeveloped Park areas) listed above using experienced personnel using only sound horticultural and landscape practices.

The contract will include regular mowing on the following schedule:

Regional Parks, School Parks and Community Parks
- March 1 – March 31 (Bi-Weekly Mowing)
- April 1 – Sept 30 (Weekly Mowing)
- October 1 – October 31 (Bi-Weekly Mowing)
- Dec, Jan, Feb – Extra Mows as needed

Undeveloped Mowing
- November 1 – March 31
- April 1 – September 30

The contract will also include the following landscape maintenance items: turf aerification; weed/insect control; ground cover control/edging; shrub pruning/trimming; mulch application; fertilizer application; pre-emergent application and removal of dead or broken limbs.

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

Requested Action

Approval and authorization for City Manager to execute agreement.

Funding Summary

Funds for the landscape maintenance bid are available salary saving and Parks E&I

Community Engagement Summary

n/a

Staff Recommendation

Staff recommends approval.

Bid No. 7186 Landscape Maintenance Annual Contract Amarillo Parks and Open Space
Opened 4:00 p.m., February 17, 2022

To be awarded by lot	INCIRCLE MANAGEMENT INC		REEDER LANDSCAPE		AMARILLO INTEGRATED LANDSCAPING
Line 01-01 John Stiff Memorial Park, per specifications					
1 yr					
Unit Price	$417,384.000		$478,920.240		
Extended Price		$417,384.00		$478,920.24	$0.00
Line 01-02 Martin Road Park, per specifications					
1 yr					
Unit Price	$117,249.000		$134,535.390		
Extended Price		$117,249.00		$134,535.39	$0.00
Line 01-03 Medical Center Park, per specifications					
1 yr					
Unit Price	$107,151.000		$122,948.610		
Extended Price		$107,151.00		$122,948.61	$0.00
Line 01-04 Southeast Park, per specifications					
1 yr					
Unit Price	$86,674.500		$99,453.200		
Extended Price		$86,674.50		$99,453.20	$0.00
Line 01-05 Thompson MemoraiPark, per specifications					
1 yr					
Unit Price	$490,594.500		$562,924.400		
Extended Price		$490,594.50		$562,924.40	$0.00
Lot 1					
Line 01-06 **Total Cost to Maintain Regional Parks**		**$1,219,053.00**		**$1,398,781.84**	**$0.00**
Line 01-07 N **Cost to Maintain 1 Acre of Regional Park**	**85.00/week**		**97.53/week**		
Line 02-01 Alice Landergin School Park, per specifications					
1 yr					
Unit Price	$10,048.500		$11,264.930		
Extended Price		$10,048.50		$11,264.93	$0.00
Line 02-02 Arden Road School Park, per specifications					
1 yr					
Unit Price	$32,729.400		$36,691.470		
Extended Price		$32,729.40		$36,691.47	$0.00
Line 02-03 Dr. Avondale School Park, per specifications					
1 yr					
Unit Price	$18,661.500		$20,920.580		
Extended Price		$18,661.50		$20,920.58	$0.00

To be awarded by lot	INCIRCLE MANAGEMENT INC	REEDER LANDSCAPE	AMARILLO INTEGRATED LANDSCAPING
Line 02-04 Belmar School Park, per specifications			
1 yr			
Unit Price	$55,410.300	$62,118.020	
Extended Price	$55,410.30	$62,118.02	$0.00
Line 02-05 City View School Park, per specifications			
1 yr			
Unit Price	$32,729.400	$36,691.470	
Extended Price	$32,729.40	$36,691.47	$0.00
Line 02-06 Eastridge School Park, per specifications			
1 yr			
Unit Price	$39,045.600	$43,772.280	
Extended Price	$39,045.60	$43,772.28	$0.00
Line 02-07 Gene Howe School Park, per specifications			
1 yr			
Unit Price	$16,651.800	$18,667.590	
Extended Price	$16,651.80	$18,667.59	$0.00
Line 02-08 Hamlet School Park, per specifications			
1 yr			
Unit Price	$26,126.100	$29,288.810	
Extended Price	$26,126.10	$29,288.81	$0.00
Line 02-09 Hilltop School Park, per specifications			
1 yr			
Unit Price	$29,571.300	$33,151.070	
Extended Price	$29,571.30	$33,151.07	$0.00
Line 02-10 Lamar School Park, per specifications			
1 yr			
Unit Price	$15,790.500	$17,702.030	
Extended Price	$15,790.50	$17,702.03	$0.00
Line 02-11 Lawndale School Park, per specifications			
1 yr			
Unit Price	$24,403.500	$27,357.680	
Extended Price	$24,403.50	$27,357.68	$0.00
Line 02-12 Margaret Wills School Park, per specifications			
1 yr			
Unit Price	$15,503.400	$17,380.170	
Extended Price	$15,503.40	$17,380.17	$0.00
Line 02-13 Mesa Verde School Park, per specifications			
1 yr			
Unit Price	$28,997.100	$32,507.360	
Extended Price	$28,997.10	$32,507.36	$0.00
Line 02-14 Oakdale School Park, per specifications			
1 yr			
Unit Price	$17,800.200	$19,955.010	
Extended Price	$17,800.20	$19,955.01	$0.00

To be awarded by lot	INCIRCLE MANAGEMENT INC	REEDER LANDSCAPE	AMARILLO INTEGRATED LANDSCAPING
Line 02-15 Olsen School Park, per specifications			
1 yr			
Unit Price	$19,235.700	$21,564.290	
Extended Price	$19,235.70	$21,564.29	$0.00
Line 02-16 Park Hills Elementary School Park, per specifications			
1 yr			
Unit Price	$18,948.600	$21,242.430	
Extended Price	$18,948.60	$21,242.43	$0.00
Line 02-17 Puckett School Park, per specifications			
1 yr			
Unit Price	$45,648.900	$51,174.950	
Extended Price	$45,648.90	$51,174.95	$0.00
Line 02-18 Ridgecrest School Park, per specifications			
1 yr			
Unit Price	$38,758.500	$43,450.430	
Extended Price	$38,758.50	$43,450.43	$0.00
Line 02-19 Sleepy Hollow School Park, per specifications			
1 yr			
Unit Price	$31,868.100	$35,725.910	
Extended Price	$31,868.10	$35,725.91	$0.00
Line 02-20 South Georgia School Park, per specifications			
1 yr			
Unit Price	$24,116.400	$27,035.820	
Extended Price	$24,116.40	$27,035.82	$0.00
Line 02-21 Sunrise School Park, per specifications			
1 yr			
Unit Price	$33,016.500	$37,013.330	
Extended Price	$33,016.50	$37,013.33	$0.00
Line 02-22 Western Plateau School Park, per specifications			
1 yr			
Unit Price	$26,987.400	$30,254.370	
Extended Price	$26,987.40	$30,254.37	$0.00
Line 02-23 Willow Vista School Park, per specifications			
1 yr			
Unit Price	$40,194.000	$45,059.700	
Extended Price	$40,194.00	$45,059.70	$0.00
Line 02-24 Windsor School Park, per specifications			
1 yr			
Unit Price	$29,284.200	$32,829.210	
Extended Price	$29,284.20	$32,829.21	$0.00
Line 02-25 Woodlands School Park, per specifications			
1 yr			
Unit Price	$30,719.700	$34,438.490	
Extended Price	$30,719.70	$34,438.49	$0.00

To be awarded by lot	INCIRCLE MANAGEMENT INC		REEDER LANDSCAPE		AMARILLO INTEGRATED LANDSCAPING	
Line 02-26 Forest Hill School Park, per specifications						
1 yr						
Unit Price	$18,661.500		$20,920.580			
Extended Price		$18,661.50		$20,920.58		$0.00
Line 02-27 **Lot 2 Total**		**$720,908.10**		**$808,177.98**		**$0.00**
Line 02-28 **Cost to Maintain 1 Acre of School Park**	**87.00/week**		**97.53/week**			
Line 03-01 El Alamo Park, per specifications						
1 yr						
Unit Price	$26,700.300		$29,932.520		$96,260.460	
Extended Price		$26,700.30		$29,932.52		$96,260.46
Line 03-02 Gene Howe Park, per specifications						
1 yr						
Unit Price	$33,303.600		$37,335.180		$108,631.220	
Extended Price		$33,303.60		$37,335.18		$108,631.22
Line 03-03 Hines Memorial Park/Warford Activity Center, per specifications						
1 yr						
Unit Price	$36,174.600		$40,553.730		$118,453.850	
Extended Price		$36,174.60		$40,553.73		$118,453.85
Line 03- 04 River Road Park, per specifications						
1 yr						
Unit Price	$33,016.500		$37,013.330		$109,389.250	
Extended Price		$33,016.50		$37,013.33		$109,389.25
Line 03-05 Southeast Softball Complex, per specifications						
1 yr						
Unit Price	$41,055.300		$46,025.270		$120,384.260	
Extended Price		$41,055.30		$46,025.27		$120,384.26
Line 03-06 **Lot 3 Total Cost to Maintain Community Parks**		**$170,250.30**		**$190,860.03**		**$553,119.04**
Line 03-07 **Cost to Maintain 1 Acre of Community Parks**	**87.00/week**		**97.53/week**		**179.37/week**	
Line 04-01 John Stiff Memorial Park (118.29 Undeveloped Acres), per specifications						
1 yr						
Unit Price	$72,422.400		$30,912.000		$33,642.240	
Extended Price		$72,422.40		$30,912.00		$33,642.24
Line 04-02 Martin Road Park (4.1 Acres), per specifications						
1 yr						
Unit Price	$1,344.800		$574.000		$5,229.820	
Extended Price		$1,344.80		$574.00		$5,229.82

To be awarded by lot	INCIRCLE MANAGEMENT INC		REEDER LANDSCAPE		AMARILLO INTEGRATED LANDSCAPING	
Line 04-03 Rick Klein Athletic Complex (420.4 Acres), per specifications						
1 yr						
Unit Price	$137,891.200		$58,856.000		$120,512.850	
Extended Price		$137,891.20		$58,856.00		$120,512.85
Line 04-04 Rick Klein Park (6.0 Acres), per specifications						
1 yr						
Unit Price	$1,968.000		$840.000		$5,765.690	
Extended Price		$1,968.00		$840.00		$5,765.69
Line 04-05 S.E. Complex (4.5 Acres), per specifications						
1 yr						
Unit Price	$1,476.000		$630.000		$5,212.640	
Extended Price		$1,476.00		$630.00		$5,212.64
Line 04-06 Greenway Park (31.00 Undeveloped Acres), per specifications						
1 yr						
Unit Price	$10,168.000		$4,340.000		$14,365.630	
Extended Price		$10,168.00		$4,340.00		$14,365.63
Line 04-07 Airport Blvd (5.08 Undeveloped Acres), per specifications						
1 yr						
Unit Price	$1,666.240		$711.200		$5,920.470	
Extended Price		$1,666.24		$711.20		$5,920.47
Lot 4						
Line 04-08 (**Total Cost to Maintain Traffic Islands**		**$226,936.64**		**$96,863.20**		**$190,649.34**
Line 04-09 (**Cost to Maintain 1 Acre of Traffic Islands**	**82.00/mow**		**35.00/mow**		**80.87/mow**	
Line 05-01 Hourly Rate-Irrigation, per specifications						
1 hr						
Unit Price	$68.000		$65.000		$85.000	
Extended Price		$68.00		$65.00		$85.00
Line 05-02 Irrigation Parts Mark-Up (percentage, per specifications						
Unit Price	10%		0%		0%	
Extended Price						
Award by Vendor		$2,110,211.40		$96,863.20		
City		Westlake, TX		Amarillo, TX		