AMARILLO CITY COUNCIL REGULAR MEETING VIA VIDEO CONFERENCE NOTICE IS HEREBY GIVEN IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020.

A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, FEBRUARY 23, 2021 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS BY VIDEO CONFERENCE (IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS ALSO CALLED "SOCIAL DISTANCING" TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19)). THERE WILL BE NO PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE.

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

This Agenda, and the Agenda Packet, are posted online at:
https://www.amarillo.gov/city-hall/city-government/city-council

The video meeting is hosted through Zoom. The meeting is broadcast on the City's website at: www.amarillo.gov. The Zoom link to join the meeting is: https://amarillo.zoom.us/j/84017506072 **and the conference bridge number for Zoom is: Telephone # 3462487799 when prompted for meeting ID enter: 84017506072#. All callers will be muted for the duration of the meeting.**

This meeting will be recorded and the recording will be available to the public in accordance with the Open Meetings Act upon written request.

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: Greg Dowell, Central Church of Christ

ANNOUNCEMENT: New Employee

PUBLIC ADDRESS
(For items on the agenda for City Council consideration)
The public will be permitted to offer public comment on agenda items. Public Address signup times are available from Sunday 8:00 a.m. until Tuesday 12:45 p.m. at https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-registration-form or by calling the City Secretary's office at (806) 378-3014. Please call in at 1:00 p.m. at T**elephone # 3462487799 when prompted for meeting ID enter: 84017506072#**.

AGENDA

1. City Council will discuss or receive reports on the following current matters or projects.

   A. Review agenda items for regular meeting and attachments;
   B. Coronavirus Update;
   C. Discuss Animal Management & Welfare Proposed Breeder's Ordinance;
   D. Discuss Tri-State Master Plan;
   E. Canadian River Municipal Water Authority (CRMWA) Update; and
   F. 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**:
Approval of the City Council minutes for the regular meeting held on February 9, 2021.

B. **CONSIDERATION OF ORDINANCE NO. 7910**:
(Contact: Laura Storrs, Assistant City Manager)
This item is the second and final reading of an ordinance to amend the City of Amarillo 2019/2020 Budget.

C. **CONSIDERATION OF ORDINANCE NO. 7911**:
(Contact: Donny Hooper, Assistant Director of Public Works)
This is the second and final reading of an ordinance amending Chapter 8-3 to provide for a civil nuisance for certain unlawful dumping, creating a civil penalty for certain unlawful dumping, and providing for civil cost recovery for illegal dumping.

D. **CONSIDER APPROVAL – PURCHASE OF VARIOUS VEHICLES AND EQUIPMENT**:
(Contact: Jason Jupe, Fleet Services Assistant Superintendent)

Caldwell Country Ford	$1,295,831.00
Sam Packs Five Star Ford	$773,714.00
Caldwell Country Chevrolet	$599,765.00
Grapevine Dodge Chrysler Jeep	$231,827.00
Total Bid for Vehicles	$2,901,137.00

This item is a purchase of various Police, Administrative, Passenger Van, ½ Ton Pick-ups, ¾ and 1 ton light trucks with service bodies, aerial man lift and dump beds.

E. **CONSIDER PURCHASE – FERTILIZER CONTRACT**:
(Contact: Michael Kashuba, Director of Parks and Recreation)
Award to low responsive bidders as follows:

SKRT.INC DBA Pro Chem	$29,656.20
Line(s) Item - 1,10,11,12	
Harrell's LLC	$69,935.20
Line(s) Item – 2,3,6,7	
BWI Dallas/Fort Worth	$32,963.70
Line(s) Item – 4,5,8,9	
Total Award	$132,555.10

This item approves the annual purchase of various fertilizers that are used throughout the year at Ross Rogers and Comanche Trail Golf Complexes as well as the Park Maintenance Division.

F. **CONSIDER APPROVAL -- PROFESSIONAL SERVICES AGREEMENT ADDITIONAL DESIGN SERVICES FOR LIFT STATION 32**:
(Contact: Matthew Thomas, City Engineer)
Kimley-Horn and Associates, Inc. -- $90,700.00
This item is to consider approval of the professional agreement which includes services in the scope of work to provide: 1) final design phase services, and 2) bid phase services.

G. **CONSIDER APPROVAL -- PROFESSIONAL SERVICES AGREEMENT DESIGN AND CONSTRUCTION PHASE SERVICES OF NORTHEAST INTERCEPTOR**:
(Contact: Matthew Thomas, City Engineer)
Kimley-Horn and Associates -- $5,248,300.00
This item is to consider approval of a professional engineering services agreement for the planning, design, procurement, and construction services phases of the northeast wastewater interceptor line. This line is essential for future City growth and economic development including the future expansion of Centerport. The primary purpose of the line will be to serve or provide relief in underserved areas of the east side of the City and provide long term stability in service to existing and future customers of the highly regulated wastewater collection system as identified in multiple studies and evaluations.

H. **CONSIDER APPROVAL -- POLICE VEHICLE EQUIPMENT AND INSTALLATION SERVICES TO UPFIT POLICE VEHICLES**:
(Contact: Martin Birkenfeld, Chief of Police)
Defender Supply, LLC -- $256,538.35
This item purchases the equipment and installation for 22 Ford Police Interceptor Utility Vehicles.

I. **CONSIDER APPROVAL – PURCHASE OF DECORATIVE STREET LIGHTS FOR DOWNTOWN**:
(Contact: Trent Davis, Purchasing Agent)
Techline, Inc. -- $99,409.00
This item is to consider the award of decorative street lights for Downtown. These lights are for West Texas A&M University (Red Wine Color).

J. **CONSIDERATION ACCEPTANCE – RLSS-LOCAL PUBLIC HEALTH SERVICES GRANT**:
(Contact: Casie Stoughton, Public Health Director)
Grant Amount: $223,488 over two years
Grantor: Texas Department of State Health Services
This item accepts the award from the Texas Department of State Health Services from September 1, 2021 thru August 31, 2023 to continue funding for the Infectious Disease Surveillance in the Public Health Department.

K. **CONSIDER ACCEPTANCE – HANSEN'S GRANT**:
(Contact: Casie Stoughton, Public Health Director)
Grant Amount: $18,500.00
Grantor: Texas Department of State Health Services
This item accepts the award from the Texas Department of State Health Services from April 1, 2021 thru March 31, 2022 to continue funding to prevent and control the transmission of Hansen's Disease.

L. **CONSIDER AWARD – CONTRACT FOR RANDALL COUNTY TO ASSESS AND COLLECT CITY OF AMARILLO TAXES**:
(Contact: Laura Storrs, Assistant City Manager)
Randall County – Annual fee based on prior year costs
This contract is for assessment and collection of City of Amarillo taxes and will remain in effect indefinitely. Either party has the right to terminate the contract with proper notice.

M. **CONSIDER AWARD – CONTRACT FOR RANDALL COUNTY TO ASSESS AND COLLECT PUBLIC IMPROVEMENT DISTRICT (PID) TAXES**:
(Contact: Laura Storrs, Assistant City Manager)
Randall County – Annual fee based on prior year costs
This contract is for assessment and collection of PID taxes and will remain in effect indefinitely. Either party has the right to terminate the contract with proper notice.

3. **NON-CONSENT ITEMS**:

A. **CONSIDER RESOLUTION -- AUTHORIZING THE CITY OF AMARILLO TO SUBMIT THE FY2022 GRANT APPLICATION FOR THE PROJECT SAFE NEIGHBORHOOD PROGRAM (PROJECT 4088002)**:
(Contact: Kevin Starbuck, Deputy City Manager and Lt. Shane Chadwick, APD)
This resolution authorizes the City of Amarillo to submit project 4088002 Regional Real Time Crime Center to the Office of the Governor through the FY2022 Project Safe Neighborhood grant program. The project application is in the amount of $105,000 for equipment.

B. **CONSIDER RESOLUTION -- APPROVING THE SURCHARGE RELATED TO DOCKET NO. 49831 SUBMITTED BY SOUTHWESTERN PUBLIC SERVICE COMPANY; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES KNOWN AS THE ALLIANCE OF XCEL MUNICIPALITIES; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS**:
(Contact: Bryan McWilliams, City Attorney)
This item considers a resolution by the City of Amarillo, Texas ("City") approving the surcharge related to Docket No. 49831 submitted by Southwestern Public Service Company on about December 18, 2020; authorizing participation in a coalition of similarly situated cities known as the Alliance of Xcel Municipalities; authorizing participation in related rate proceedings; requiring the reimbursement of municipal rate case expenses; authorizing the retention of special counsel.

C. **CONSIDER RESOLUTION -- SUSPENDING THE EFFECTIVE DATE OF SOUTHWESTERN PUBLIC SERVICE COMPANY'S PROPOSED INCREASE IN RATES; DECLARING TEMPORARY RATES; AUTHORIZING THE CITY'S CONTINUED PARTICIPATION WITH OTHER CITIES IN THE ALLIANCE OF XCEL MUNICIPALITIES ("AXM")**:
(Contact: Bryan McWilliams, City Attorney)
This item considers a resolution by the City of Amarillo, Texas ("City") suspending the effective date of Southwestern Public Service Company's proposed increase in rates as allowed by statute; declaring temporary rates; authorizing the City's continued participation with other cities in the alliance of Xcel Municipalities ("AXM") to direct the activities of lawyers and consultants.

D. **CONSIDER RECEIVING AND ACCEPTING THE CITY OF AMARILLO COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)_FOR THE YEAR ENDING SEPTEMBER 30, 2020**:
(Contact: Laura Storrs, Assistant City Manager)
This item is a presentation and review of the City of Amarillo Comprehensive Annual Financial Report for the year ending September 30, 2020.

E. **DISCUSS AND CONSIDER SALE -- REAL ESTATE LOCATED AT FARMERS AVENUE AND SOUTH GEORGIA STREET TO XCEL ENERGY**:
(Contact: Kevin Carter, President & CEO)
This item authorizes AEDC to execute a contract and all necessary documents for the sale of approximately 2.00 acre of land located at Farmers Avenue and South Georgia Street in Amarillo to Xcel Energy to expand their substation. The sale price is for $40,000.00 plus closing costs and related expenses. The appraised price was $19,724 per acre and was conducted by SMS Appraisal.

4. **EXECUTIVE SESSION**:

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

1) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position:
   (a) Sale of real property located in the Central Business District of the City of Amarillo.
2) Section 551.087 - Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the city is negotiating for the location or retention of a facility, or for incentives the city is willing to extend, or financial information submitted by the same:
   (a) Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:
      (1) Project # 19-10-01 (Corporate Headquarters)
      (2) Project # 20-08-01 (Manufacturing)
      (3) Project # 21-01-03 (Utilities)
      (4) Project # 21-02-01 (Research & Development Facility)
3) Section 551.074 - Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act.
   (a) Discussion of City Manager, Jared Miller's performance evaluation.
   (b) Discussion of Municipal Court Judge, Laura Hamilton's performance evaluation.

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

Posted this 19th day of February 2021.

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

A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 9th day of February 2021, the Amarillo City Council met at 1:00 p.m. for a regular session meeting held via conference and in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

JARED MILLER	CITY MANAGER
KEVIN STARBUCK	DEPUTY CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	ASSISTANT TO THE CITY MANAGER
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Davlyn Duesterhaus, BSA Chaplain.

Mr. Miller announced employee promotions of: Blair Snow, Assistant Director of Finance, Victoria Medley, Animal Control Director, Donna Knight, Municipal Court Director and Donny Hooper, Director of Public Works.

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

PUBLIC ADDRESS: There were no comments.

ITEM 1:

A. Review agenda items for regular meeting and attachments;
B. Coronavirus Update; and
C. Report and updates from City Councilmember serving on outside Boards:
   Beautification and Public Arts Advisory Board;
   Amarillo Metropolitan Planning Organization Policy Committee; and
D. Review Boards and Commissions – Sunset Policy;
E. Update on Recent Bond Sell;
F. Short-term Rental Status Update;
G. Quarterly Budget Update;
H. Sales Tax Update; and
I. 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. Motion was made by Councilmember Powell to approve the consent agenda as presented, seconded by Councilmember Sauer:

A. **MINUTES**:
Approval of the City Council minutes for the regular meeting held on January 26, 2021.

B. **CONSIDERATION OF ORDINANCE NO. 7907**:
(Contact: Donny Hooper, Assistant Public Works Director)
This item is the second and final reading of an ordinance changing the Amarillo Municipal Code, Chapter 16-3, Section 16-3-1002, Schedule B Maximum Speed Limit for Soncy/Hollywood (Loop 335) from the current:

1. Speed limit to 40 MPH on Soncy from the City limits north of Amarillo Boulevard to south of 45th Avenue where it currently changes from 50 MPH to 60 MPH.
2. Speed limit to 50 MPH on Soncy and Hollywood Road from south of 45th Avenue where it currently changes from 50 MPH to 60 MPH all the way to where Coulter intersects Hollywood Road.

TXDOT recently completed speed studies on these corridors and recommended that speeds be lowered.

C. **CONSIDERATION OF ORDINANCE NO. 7908**:
(Contact: Martin Birkenfeld, Chief of Police)
This item is the second and final reading of an ordinance that converts one sergeant position and one officer position to corporal positions and reduces the number of sworn positions at the Amarillo Police Department by one.

D. **CONSIDERATION OF ORDINANCE NO. 7909**:
(Contact: Andrew Freeman – Managing Director of Planning and Development Services)
This item is the second and final reading of an ordinance vacating a 15,210 square foot portion of a public utility easement lying in Lot 1, Block 1 and Lot 1, Block 3, Corrected Southgate Subdivision, in Section 31, Block 9, B.S.&F. Survey, Randall County, Texas. (Vicinity: Bell Street and Arden Road.)

E. **CONSIDER AWARD -- PURCHASE OF FAA APPROVED ANTI-ICING AND DEICING CHEMICALS FOR AIRSIDE WINTER OPERATIONS**:
(Contact: Michael W. Conner, Director of Aviation)
Cryotech for up to $125,000 per year as needed.
This item includes the purchase of E36 liquid and NAAC pellets for airside anti-icing and deicing during winter operations as required by our FAA approved Snow and Ice Control Plan (SICP).

F. **CONSIDER APPROVAL -- 4TH FLOOR ROOF REPLACEMENT AT THE AMARILLO POLICE DEPARTMENT**:
(Contact: Jerry Danforth, Director Project Management)
CS Advantage USAA -- $313,000.00
This item is for removal and replacement of the roof at the Amarillo Police Department on the 4th floor.

G. **CONSIDER APPROVAL – TUBERCULOSIS STATE GRANT**:
(Contact: Casie Stoughton, Director of Public Health)
Grantor: Texas Department of State Health Services
Grant Amount: $84,201.00
This item accepts the award from the Texas Department of State Health Services from September 1, 2021 thru August 31, 2022 to continue funding to prevent and control the transmission of active and latent tuberculosis.

H. **CONSIDER APPROVAL – HEALTHY TEXAS MOTHERS AND BABIES GRANT**:
(Contact: Casie Stoughton, Director of Public Health)
Grantor: Texas Department of State Health Services
Grant Amount: $117,000.00
This item accepts the award from the Texas Department of State Health Services from September 1, 2021 thru August 31, 2022 to continue funding to support activities under the Health Texas Mothers and Babies Grant.

I. **CONSIDER APPROVAL – PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT**:
(Contact: Casie Stoughton, Director of Public Health)
Grantor: Texas Department of State Health Services
Grant Amount: $256,077.00
This item accepts the award from the Texas Department of State Health Services from July 1, 2021 thru June 30, 2022 to continue funding to

provide all hazards planning and Strategic National Stockpile coordination for Potter and Randall Counties.

J. **CONSIDER AWARD – POLICE AND AIRPORT POLICE UNIFORMS**:
(Contact: Trent Davis, Director of Purchasing)
Award to Galls, LLC -- $114,478.86
This award consists of uniforms for the Amarillo Police Department, APD – Recruits, APD Explorers, Airport Police and occasionally the Municipal Court Bailiffs.

K. **CONSIDER AWARD – IT INFRASTRUCTURE HARDWARE**:
(Contact: Rich Gagnon, Information Technology)
SHI -- $173,958.11
This item represents the purchase of a Secure Email Gateway to safely protect hybrid email environments. The solution expands the City's defense against spear-phishing, malware, spam, and zero-day attacks to include flexing email workloads to the cloud quickly and safely.

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

NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson presented the first reading of an ordinance amending the City of Amarillo 2019/2020 Budget. This item was presented by Laura Storrs, Assistant City Manager. Motion was made by Councilmember Powell, seconded by Councilmember Hays that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7910

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2019-2020 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3B: Mayor Nelson presented the first reading of an ordinance amending Chapter 8-3 to provide for a civil nuisance for certain unlawful dumping, creating a civil penalty for certain unlawful dumping, and providing for civil cost recovery for illegal dumping. This item was presented by Donny Hooper, Director of Public Works. Motion was made by Councilmember Powell, seconded by Councilmember Sauer that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7911

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 8-3, ARTICLE I, TO CLARIFY TERMS, DELETE REDUNDANT PROVISIONS, PROVIDE FOR A CIVIL NUISANCE FOR CERTAIN UNLAWFUL DUMPING, A CREATING A PRESUMPTION FOR USE OF VEHICLE, CREATING A CIVIL PENALTY FOR CERTAIN UNLAWFUL DUMPING, AND PROVIDING FOR CIVIL COST RECOVERY FOR ILLEGAL DUMPING; AMENDING CHAPTER 8-3, ARTICLE IV, SECTION 8-3-79 TO PROVIDE FOR CIVIL VIOLATION, PRESUMPTION, AND PENALTY FOR DISPOSING OF TREE AND SHRUB CUTTINGS; AMENDING CHAPTER 1-1, SECTION 1-1-5 TO MAKE CONFORMING AMENDMENTS; AMENDING CHAPTER 8-3 ARTICLE I, TO ADD SECTION 8-3-9, TO PROVIDE A PROCESS FOR CIVIL RECOVERY OF CLEAN-UP COSTS FOR ILLEGAL DUMPING; PROVIDING FOR PENALTY, PUBLISHING, SEVERABILITY, REPEALER; AND EFFECTIVE DATE.

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

ITEM 3C: Mayor Nelson presented the second and final reading of an ordinance adopting the City's CIP which will guide capital investment decisions for the next five

years. This item was presented by Kyle Schniederjan, PE. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Powell, seconded by Councilmember Smith that the following captioned ordinance be passed on the second and final reading:

ORDINANCE NO. 7906

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, APPROVING AND ADOPTING THE FIVE-YEAR COMMUNITY INVESTMENT PROGRAM FOR FY 2020-2021 THROUGH 2024-2025; AND MAKING CERTAIN FINDINGS; PROVIDING REPEALER; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3D: Mayor Nelson presented a resolution to approve the 2021 updates to the Amarillo Health Facilities Corporation (AHFC) bylaws. This item was presented by Laura Storrs, Assistant City Manager. Motion was made by Councilmember Powell, seconded by Councilmember Smith to approve the captioned resolution below:

RESOLUTION NO. 02-09-21-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO APPROVING AMENDED BYLAWS OF THE AMARILLO HEALTH FACILITIES CORPORATION.

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

ITEM 4: Mr. McWilliams advised at 3:54 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.087 - Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the city is negotiating for the location or retention of a facility, or for incentives the city is willing to extend, or financial information submitted by the same: (a) 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: Project # 20-06-04 (Manufacturing) and Project # 20-08-01 (Manufacturing). 2) Section 551.072 - Deliberate the purchase or sale of real property in accordance with the Texas Open Meetings Act: • Sale of real property located in the North East quadrant of the City of Amarillo. • Sale of real property located in the South East quadrant of the City of Amarillo. • Purchase of real property located in the North East quadrant of the City of Amarillo. 3) Section 551.074 – Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act. (a) Discussion of City Manager Jared Miller's performance evaluation. (b) Discussion of Municipal Court Judge, Laura Hamilton's performance evaluation.

Mr. McWilliams announced that the Executive Session was adjourned at 7:04 p.m. and recessed the Regular Meeting.

ATTEST:

_____ _____

Frances Hibbs, City Secretary Ginger Nelson, Mayor

B

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	February 23, 2021	**Council Priority**	Fiscal Responsibility
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

Ordinance – City of Amarillo 2019/2020 Budget Amendment

This is the second reading of an ordinance to amend the City of Amarillo 2019/2020 Budget.

Agenda Item Summary

This is the second reading of an ordinance to amend the City of Amarillo 2019/2020 Budget. This Budget Amendment specifically amends the 2019/2020 fiscal year budgets for the following funds:

- Public Health Fund - $1,200,000
- Compensated Absences Fund - $500,000
- Court Security Fund - $12,000
- Brennan Boulevard Public Improvement District (PID) Fund - $9,000
- Quail Creek Public Improvement District (PID) Fund - $6,000
- Redstone Public Improvement District (PID) Fund - $1,000
- Pinnacle Public Improvement District (PID) Fund - $500

Requested Action

Approval of the ordinance to amend the City of Amarillo 2019/2020 Budget.

Funding Summary

N/A

Community Engagement Summary

Each PID Board has received detailed information regarding the above budget amendments.

Staff Recommendation

Staff recommendation is to approve the 2019/2020 fiscal year budget amendment.

01/27/20

ORDINANCE NO. 7910

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2019-2020 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City ordinance requires City Council to approve a budget amendment and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2019-2020 budget and submitted to the City Council for approval and a true and correct copy is attached hereto as Exhibit "A".

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

SECTION 1. Pursuant to City ordinance, a budget amendment attached as Exhibit "A" is hereby authorized and approved for the fiscal year 2019-2020.

SECTION 2. That this ordinance shall be effective on and after its adoption;

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the _____ day of February 2021; and PASSED on Second and Final Reading the _____ day of February 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

EXHIBIT "A"

1. Public Health Expenditure Budget, Account 25055.62000 Professional = $1,200,000 addition

2. Compensated Absences Expenditure Budget, Account 31100.41000 Salaries and Wages = $500,000

3. Court Security Expenditure Budget, Account 20910.41000 Salaries and Wages = $12,000

4. Brennan Boulevard PID Expenditure Budget, Account 27200.92005 General Fund Reimbursement = $9,000 addition

5. Quail Creek PID Expenditure Budget, Account 27610.68300 Repairs and Maintenance Improvements = $6,000 addition

6. Redstone PID Expenditure Budget, Account 27800.61300 Advertising = $1,000 addition

7. Pinnacle PID Expenditure Budget, Account 27050.61300 Advertising = $500 addition

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	February23, 2021	Council Priority	Public Safety

Department	Public Works	Contact Person	Donald Hooper

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 7911

This is the second and final reading of an ordinance amending Chapter 8-3 to provide for a civil nuisance for certain unlawful dumping, creating a civil penalty for certain unlawful dumping, and providing for civil cost recovery for illegal dumping.

Agenda Item Summary

This ordinance specifically amends Chapter 8-3 of the Amarillo Municipal Code to provide for a civil penalty and process to address instances of unlawful dumping within the City limits. Specifically, this ordinance would provide for a civil nuisance presumption of responsibility against the owner of a motor vehicle used for illegal dumping when the actual operator cannot be determined, and to create civil penalty for such conduct, while retaining the current criminal penalty for cases in which the identity of the actual culprit can be determined.

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

02/8/21-bsm _____

ORDINANCE NO. 7911

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 8-3, ARTICLE I, TO CLARIFY TERMS, DELETE REDUNDANT PROVISIONS, PROVIDE FOR A CIVIL NUISANCE FOR CERTAIN UNLAWFUL DUMPING, A CREATING A PRESUMPTION FOR USE OF VEHICLE, CREATING A CIVIL PENALTY FOR CERTAIN UNLAWFUL DUMPING, AND PROVIDING FOR CIVIL COST RECOVERY FOR ILLEGAL DUMPING; AMENDING CHAPTER 8-3, ARTICLE IV, SECTION 8-3-79 TO PROVIDE FOR CIVIL VIOLATION, PRESUMPTION, AND PENALTY FOR DISPOSING OF TREE AND SHRUB CUTTINGS; AMENDING CHAPTER 1-1, SECTION 1-1-5 TO MAKE CONFORMING AMENDMENTS; AMENDING CHAPTER 8-3 ARTICLE I, TO ADD SECTION 8-3-9, TO PROVIDE A PROCESS FOR CIVIL RECOVERY OF CLEAN-UP COSTS FOR ILLEGAL DUMPING; PROVIDING FOR PENALTY, PUBLISHING, SEVERABILITY, REPEALER; AND EFFECTIVE DATE.

WHEREAS, Section 365.012 of the Texas Health and Safety Code makes it unlawful to deposit, dispose or to permit the disposal of litter or other solid waste at a place that is not an approved solid waste site, including a place on or within 300 feet of a public highway, on a right-of-way, on other public or private property, or into inland or costal water of the state; and,

WHEREAS, Section 8-3-3 of the Amarillo Municipal Code makes it unlawful to deposit or dispose of any Garbage or Trash at any place within the City (or within five thousand feet of the City limits), except at an officially designated disposal site. Moreover, Section 8-3-6 is largely redundant with Section 8-3-3 and with minor amendments in Section 8-3-3, then the current text of Section 8-3-6 may be deleted and that section reused; and

WHEREAS, the City now finds that roadside, right-of-way, and alley dumping inevitably involves the use of a motor vehicle, and finds such use of a motor vehicle is, in itself, constitutes a public health nuisance; and,

WHEREAS, the City Council further desires to provide for a civil nuisance presumption of responsibility against the owner of a motor vehicle used for illegal dumping when the actual operator cannot be determined, and to create civil penalty for such conduct, while retaining the current criminal penalty for cases in which the identity of the actual culprit can be determined; and

WHEREAS, the City Council desires to create a procedure for the civil assessment and collection of its actual costs of response, site clean-up, and proper disposal of illegally dumped materials; and,

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

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

SECTION 1. The Amarillo Municipal Code, Chapter 8-3, Article I, be and hereby is amended to read as follows:

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Section 8-3-1. Definitions.

[No Text Change.]

Section 8-3-2. Solid Waste Division created; supervision.

[No Text Change.]

Sec. 8-3-3. - Nonauthorized deposits of garbage, trash; proper use of disposal areas, containers.

~~(a)~~ The following acts shall be unlawful and are an offense:

(1) To deposit, place, throw or dispose of any Garbage or Trash upon any street, Alley, or other Public Right-of-way, or any private property ~~at any place~~ within the City or within five thousand (5,000) feet of the City limits, except at an officially designated disposal site or in a manner not authorized by the Superintendent;

(2) To deposit, place, throw or dispose of any Garbage or Trash within the boundaries of a City disposal site except as directed by the Superintendent;

(3) For any person who does not pay a City refuse collection charge to deposit Garbage or Trash in any City-owned refuse container; or

(4) To deposit, place, throw, or dispose of any Garbage or Trash in any City-owned waste container unless such person resides in the same city block in which the container is located.

~~(b) Violation of any requirement of Section 8-3-3 is hereby declared an offense punishable in accordance with Section 1-1-5 of this Code.~~

Sec. 8-3-4 City disposal sites-Persons allowed.

[No Text Change.]

Sec. 8-3-5-Same-Deposits become property of city.

[No Text Change.]

Sec. 8-3-6. ~~- Deposits in streets and alleys.~~ Civil Nuisance for use of vehicle; civil presumption and notice; criminal penalty retained.

~~a. It shall be unlawful for any person to deposit, throw, or place Garbage or Trash upon any Street, Alley or other Public Right-of-way adjacent to any Premises within the corporate limits of the City except as allowed in this chapter.~~

(a) *Civil Health Nuisance.* It is hereby declared to be a public health nuisance for the owner of a motor vehicle to use, or to allow another person to use, the owner's motor vehicle in the course of a violating any provision of this Article. Such health nuisance constitutes a civil violation and shall be subject to a civil proceeding and penalty, as provided in this Article, Section 1-1-5, and Article VI of Chapter 2-8, of this Code.

(1) *Civil presumption.* When the personal identity of the actor violating a provision of this Article cannot be determined, then a presumption shall arise that the violation

was committed or allowed by the registered owner of the vehicle used, if any, in the course of committing the violation. Proof that a vehicle used in the course of violating a provision of this Article was owned by a person on the date of the violation of this Article shall constitute prima facie evidence that the vehicle was utilized with the consent the owner, for which the owner is liable for a civil penalty.

(2) *Notice of civil violation.*

A. Photographic or video evidence may be used as the basis for issuing a notice of civil violation under this section. A notice of violation will not be issued until a code enforcement or police officer has first reviewed the Recorded Image (photographic or video evidence) and found there is cause for the notice to be issued. If the reviewing officer determines that circumstances constituting an affirmative defense or other extenuating conditions are plainly visible, then a notice shall not be issued.

B. The City or its contractor shall mail a notice of violation to the Owner of the motor vehicle not later than the 30 th day after the date the violation is alleged to have occurred, to the Owner's last known address as shown on the registration records of the Texas Department of Transportation or the records of the analogous department or agency of another state or country, when the suspect license plate is from another jurisdiction. A notice of violation issued under this section is presumed to have been received on or before the 5 th day after the date the notice is mailed.

C. The notice of violation issued under this Article shall contain the following information:

(i) A description of the violation alleged, including the date, time, and location of the violation;

(ii) A copy of the Recorded Image of the vehicle license plate and violation involved or an internet URL where the Recorded Image of the violation may be viewed;

(iii) The amount of the civil penalty to be imposed for the violation;

(iv) The date by which the civil penalty must either be paid or the matter contested by a written request for an administrative hearing, and that failure to pay or contest the civil penalty within the time allowed shall result in imposition of a late fee in accordance with Section 1-1-5 and Article V of Chapter 2-8 of this Code of Ordinances;

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(v) A statement that the person named in the notice of violation may pay the civil penalty in lieu of appearing at an administrative hearing;

(vi) Information to inform the person:

a. Of the right to, manner of, and time for contesting the imposition of the civil penalty in an administrative hearing; and

b. That failure to timely pay the civil penalty or to contest liability is an admission of liability; and,

c. That the notice of violation and penalty are civil in nature, not criminal, and will not be reported to any insurance company or any state agency that maintains driving records or issues driver licenses; and.

(vii) A statement that the Recorded Image is evidence in a proceeding for the imposition of a civil penalty.

(3) *Consequences.* A person who receives a notice of civil violation and who fails or refuses to either timely pay the civil penalty, or to timely contest liability by requesting an administrative hearing pursuant to Chapter 2-8, Article VI, or to timely perfect an appeal to municipal court in accordance with this Article, is deemed to have admitted liability for the full amount of the civil penalty stated in the notice of violation, and to have waives the right to a hearing and appeal.

(b) *Criminal violation.* When the personal identity of the actor violating a provision of this Article is known or can be determined, then such actor shall be subject to and charged with a criminal violation of this Article, tried, and upon conviction, punished in accordance with Section 1-1-5.

Sec. 8-3-7. Blocking access to containers; signs.

[No Text Change.]

Sec. 8-3-8. Violations; civil or criminal violation; penalty; civil cost recovery.

~~Any person violating any of the provisions of this chapter shall, upon conviction, be subject to penalty as provided in section 1-1-5 of this Code.~~

(a) *Civil Violation.* A person committing a civil health nuisance violation as defined in section 8-3-6(a) in reliance upon the civil presumption established in subsection (1) thereof, shall be subject to such civil proceedings, rights, regulations, civil penalty in accordance with Chapter 2-8, Article VI, of this Code of Ordinances, and for civil cost recovery as provided in section 8-3-9 of this Article.

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(b) *Criminal Offense*. A person identified as an actor violating a provision of this Chapter, independent of the civil presumption and corresponding civil health nuisance, provided in section 8-3-6(b), shall be charged with a penal offense for such violation and upon conviction shall be subject to penalty and costs as provided in section 1-1-5 of this Code.

Sec. 8-3-9. Clean-up cost recovery; criminal restitution or civil assessment.

(a) For a criminal offense described in section 8-3-6 and 8-3-8, the City shall seek restitution through the courts for the City's costs of response, site clean-up, and proper disposal of Garbage, Trash, tree or shrub cuttings or trimmings, in violation of Chapter 8-3.

(b) For a civil nuisance violation described in sections 8-3-6 and 8-3-8 for a violation of Chapter 8-3, Article I or of section 8-3-79, the City's costs of response, site clean-up, and proper disposal of materials, shall be assessed and collected as provided in this section.

(1) *Assessment.* A person receiving a notice of civil health nuisance violation pursuant to this Chapter shall also be assessed and invoiced for the City's actual costs for response, clean-up, and proper disposal of Garbage, Trash, tree or shrub cuttings or trimmings which are improperly disposed of. The amount of civil cost recovery shall be the actual costs incurred by City as shown in a charge-out rate chart to be calculated annually by the Finance Director or designee in coordination with the police, fire, building safety, public works, and any other department that is involved in site clean-up.

(2) *Invoicing.*

A. The assessed civil cost recovery shall be a debt owed to the City by the person receiving the civil notice of violation, also known herein as "Responsible Person." Multiple Responsible Persons cited or noticed for a violation are jointly and severally liable for the total amount of the civil penalty and any assessed cost recovery.

B. The Finance Director or designee shall mail notice via certified mail within thirty (30) days after the later of either the date of the occurrence or the date when the police or building safety provide the Finance Director with information regarding the identity and registered vehicle address of the Responsible Person. The notice shall contain the following information:

(i) The name(s) of the person(s) alleged to be liable for the payment of such costs under the provisions of this Article along with a description of the motor vehicle used in the course of the violation.

(ii) The date, time, and address of the location where the incident occurred.

(iii) The number of City personnel and vehicles of each department which responded to the occurrence with an itemized list of the response costs (to facilitate proper allocation of cost recovery revenues to those respective entities);

(iv) The date by which the recipient must either pay the assessed cost recovery or make written request for an administrative hearing to challenge his or her liability for the occurrence or imposition of response costs; and

(v) A statement that failure or refusal to timely pay or contest the civil cost recovery is deemed to be an admission of liability, and a waiver of the right to challenge or appeal the imposition of the assessed civil cost recovery.

(3) *Timely payment or request for a hearing.* The Responsible Person(s) shall either remit payment of the noticed amount of civil cost recovery assessed no later than 35 days after the date of the invoice or make a written request for an administrative hearing within 30 days. Payment shall be stayed upon a timely request for an administrative hearing, until disposition at the hearing.

(4) *Hearing.* All civil proceedings and hearings under this section shall be conducted by the City's Office of Civil Administrative Hearings in accordance with Article VI of Chapter 2-8 of this Code of Ordinances. After due notice and a hearing, the hearing officer may affirm, modify, or reverse the finding of civil cost recovery liability, as may be supported by the evidence, findings, and interests of justice.

(5) *Remedies cumulative; delinquent payments.* (a) Delinquent payments past due under this Article may be collected by the City through any lawful means, including but not limited to, collection agent or suit by the City Attorney or designee for amounts owed plus costs, interest, and attorney fees, followed by post-judgment remedies in accordance with law. The remedies provided under this Article are cumulative and shall not restrict the City to any other remedy to which it is entitled under law or equity, whether civil, criminal, or administrative in nature.

(c) Nothing in this Article shall be construed so as to conflict with any provision of state law or to prohibit or penalize conduct authorized or privileged by the state or federal constitutions.

Secs. ~~8-3-9~~ 8-3-10 to 8-3-25. – Reserved.

SECTION 2. The Amarillo Municipal Code, Chapter 8-3, Article IV, Section 8-3-79, be and hereby is amended to read as follows:

Sec. 8-3-79. - Removal of tree, shrub trimmings.

Any person engaged in the business of cutting or trimming trees or shrubs shall be responsible for the proper disposal of trees, tree and shrub cuttings and trimmings, at the expense of such person. It shall be unlawful for such person to deposit any ~~trees,~~ tree, ~~or~~ shrub, cuttings, or trimmings ~~at any location for pickup by the City~~ in any manner not in conformance with Article I of this Chapter. The civil health nuisance, presumption and civil penalty authorized in Article I for use of a motor vehicle applicable to a violation of this section, and such Article I provisions are incorporated here by this reference. Failure to properly dispose of such ~~cuttings or trimmings~~ vegetation described in this section shall constitute littering and is punishable ~~in accordance with section 1-1-5 of this Code~~ as a civil health nuisance or penal offense as stated in Section 8-3-6, punishable in accordance with section 8-3-8, and assessment of cost recovery in accordance with section 8-3-9.

SECTION 3. The Amarillo Municipal Code, Chapter 1-1, Section 1-1-5, be and hereby is amended to read as follows:

Sec. 1-1-5. - General penalty; continuing violations; civil parking penalties.

(a) - (d) [Text Unchanged]

(e) Certain Stopping, Standing and Parking related violations and illegal dumping; civil.

(1) *Scope*. All violations described in subsections ~~(i) through (iii)~~ a through d below are hereby declared to be civil offenses within the City limits of Amarillo. This subsection applies to any violation arising out of:

a. An overtime parking violation in an unpaid parking space with posted time limits;

b. An overtime parking violation in a paid parking space or zone as provided in Chapter 16-5, Article 1;

c. Other stopping, standing, parking violations established by this Code of Ordinances, Chapter 16-3, Article V (sections 16-3-176 to 16-3-250, and as amended) or in Texas Transportation Code, sections 545.301, ~~and~~ 545.302, 545.303, 545.404, 545.407, and 547.383, as amended .

d. All non-authorized deposits of trash and garbage under Chapter 8-3, Article I, Sections 8-3-3 and 8-3-79 of this Code of Ordinances.

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However, this subsection (e) does not apply to or include these offenses: (A) the several offenses provided in Texas Transportation Code, section 681.011, as amended, which relates to or arises out of disabled/handicap parking, and upon conviction of any such offense shall remain punishable as a criminal offense in accordance with state law and subsections (a)—(d) above; and (B) parking in a designated fire lane, and upon conviction for such offense shall remain punishable in accordance with subsections (a)—(d) above or state law as applicable.

(2) *Enforcement*. Pursuant to both the City's home rule authority and the specific provision of Texas Transportation Code, section 681.010 and Section 54.012 of the Texas Local Government Code as amended, the City Manager or designee is authorized to appoint City employees or volunteers to issue citations or notices of violation. ~~for the enforcement of parking and regulations in the City.~~

(3) *Civil penalty imposed; Administrative hearing.*

a. Offenses described in subsection (e)(1)(a-c) are hereby declared to be a civil nuisance and is punishable by a civil penalty of twenty-five dollars ($25.00) per violation. Offenses described in subsection (e)(1)(d) are hereby declared to be a civil nuisance and is punishable by a civil penalty of fifty dollars ($50.00) for the first violation, one hundred and fifty dollars ($150.00) for the second violation, and two hundred and fifty dollars ($250.00) for the third and each subsequent violation. Within twelve (12) days after the date of issuance of the notice of violation of offenses described in subsection (e)(1)(a-c), the owner or operator must either pay that civil penalty or request an administrative hearing as provided in Chapter 2-8, Article VI of this Code of Ordinances. Within thirty (30) days after the date of issuance of the notice of violation of offenses described in subsection (e)(1)(d), the owner or operator must either pay that civil penalty or request an administrative hearing as provided in Chapter 2-8, Article VI of this Code of Ordinances. If such initial penalty under subsection (e)(1)(a-c) is not timely paid or hearing requested, then such penalty is declared to be past due and the penal amount due is enhanced to fifty dollars ($50.00) and shall be payable by the close of business on the 30 th day after the notice of violation was issued. If such enhanced penalty is not timely paid, then the penalty is declared to be delinquent and shall double to one hundred dollars ($100.00). If such initial penalty under subsection (e)(1)(d) is not timely paid or hearing requested, then such penalty is declared to be past due and the penal amount due is enhanced by fifty dollars ($50.00) and shall be payable by the close of business on the 45 th day after the notice of violation was issued. If such enhanced penalty is not timely paid, then the penalty is declared to be delinquent and shall enhanced by one hundred dollars ($100.00). In the event the City of Amarillo offices

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are closed on a day when a payment shall be due, then the deadline for that payment is extended to the next business day on which City offices are open.

b. If the owner or operator requests an administrative hearing ~~during the initial twelve (12) days~~, then such will be scheduled and notice provided pursuant to Chapter 2-8, Article VI. If the hearing officer determines that the offense occurred and the initial penalty and costs is due and payable within twelve (12) days. ~~Both the~~ The initial twelve (12) days allowed for payment and any applicable Late or Delinquent penalties as specified above shall be calculated from the date of the hearing officer's determination. If there is an appeal of the hearing officer's determination, then payment is suspended pending such appeal. The maximum civil penalty for an offense under this subsection (e)(1)(a-c), whether set by a hearing officer or municipal judge shall be one hundred dollars ($100.00). The maximum civil penalty for an offense under this subsection (e)(1)(d), whether set by a hearing officer or municipal judge shall be three hundred and fifty dollars ($350.00). The civil penalty prescribed by this section is separate from any civil cost recovery fee which may also be assessed.

c. All civil penalties and assessed costs collected under this section shall be deposited into the city treasury general fund for the use and benefit of the city.

(4) *Collection*. The civil penalties assessed by this ordinance, a hearing officer, or municipal judge shall be enforceable and collectible as provided in section 2-8-203 of this Code of Ordinances or as otherwise provided by this Code or state law.

SECTION 4. Penalty. Various violations of this ordinance are punishable as either a civil violation with civil penalty or a penal offense with criminal fine, plus cost recovery, all as provided and in accordance with section 1-1-5, section 8-3-6, section 8-3-8, and section 8-3-9, of this Code.

SECTION 5. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

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SECTION 6. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby amended or repealed as may be minimally necessary to resolve and to the extent of conflict, with this ordinance.

SECTION 7. Publishing. This ordinance shall be published as required by law for penal ordinances.

SECTION 8. Effective Date. This ordinance shall take effect as prescribed by law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this the _____day of _____, 2021; and PASSED on Second and Final Reading the _____day of _____, 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan S. McWilliams, City Attorney

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Amarillo City Council
Agenda Transmittal Memo

Meeting Date	February 23, 2021	**Council Priority**	Fiscal Responsibility, Best Practices, Customer Service
Department	Public Works / Fleet Services		
Contact	Jason Jupe, Fleet Services Assistant Superintendent		

Agenda Caption

CONSIDER: Purchase of various Police, Administrative, Passenger Van, ½ Ton Pick-ups, ¾ & 1 Ton light trucks with service bodies, aerial man lift and dump beds. Bid # 6953
Caldwell Country Ford DBA Rockdale Country Ford - $1,295,831.00
Sam Packs Five Star Ford - $773,714.00
Caldwell Country Chevrolet - $599,765.00
Grapevine Dodge Chrysler Jeep - $231,827.00

Total Award - $2,901,137.00

Agenda Item Summary

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

Requested Action

Recommend approval to various vendors as listed on Bid #6953 Evaluation and Recommendation Form.

Funding Summary

Funding for this purchase will be from 61110.84100 Fleet Services Auto Rolling Stock Fund.
Sufficient funds are available in the Fleet Services Fund to cover the total cost of $2,901,137.00

Community Engagement Summary

N/A

Staff Recommendation

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

Bid No. 6953 CARS & LIGHT TRUCKS
Opened 4:00 p.m. January 7, 2021

To be awarded by line	CALDWELL COUNTRY FORD DBA ROCKDALE COUNTRY FORD		SAM PACKS FIVE STAR FORD		CALDWELL COUNTRY CHEVROLET		GRAPEVINE DODGE CHRYSLER JEEP		CHARLIE CLARK NISSAN EL PASO		JIM BASS FORD INC	
Line 1 Automobiles, intermediate, Sedan, 4/6 cylinder mid size 4-door, per specifications												
7 ea												
Unit Price	$0.000		$19,286.000		$18,475.000		$25,663.000		$0.000		$21,999.000	
Extended Price		-		135,002.00		129,325.00		179,641.00		-		153,993.00
Line 2 Police Patrol Vehicles, Black, per specifications												
9 ea												
Unit Price	$35,975.000		$36,513.000		$0.000		$0.000		$0.000		$36,110.000	
Extended Price		323,775.00		328,617.00		-		-		-		324,990.00
Line 3 Police Patrol Vehicles, Black & White, per specifications												
24 ea												
Unit Price	$37,220.000		$37,713.000		$0.000		$0.000		$0.000		$38,310.000	
Extended Price		893,280.00		905,112.00		-		-		-		919,440.00
Line 4 Standard Full Size, 4 Door Sedan, per specifications												
8 ea												
Unit Price	$0.000		$0.000		$26,590.000		$25,663.000		$0.000		$21,999.000	
Extended Price		-		-		212,720.00		205,304.00		-		175,992.00
Line 5 3/4 Ton Cab & Chassis, per specifications												
1 ea												
Unit Price	$26,945.000		$26,499.000		$0.000		$29,996.000		$0.000		$0.000	
Extended Price		26,945.00		26,499.00		-		29,996.00		-		-
Line 6 1/2 Ton Pick Up, Standard Cab, per specifications												
13 ea												
Unit Price	$22,210.000		$21,437.000		$20,770.000		$21,599.000		$38,431.430		$21,938.000	
Extended Price		288,730.00		278,681.00		270,010.00		280,787.00		499,608.59		285,194.00

To be awarded by line	CALDWELL COUNTRY FORD DBA ROCKDALE COUNTRY FORD		SAM PACKS FIVE STAR FORD		CALDWELL COUNTRY CHEVROLET		GRAPEVINE DODGE CHRYSLER JEEP		CHARLIE CLARK NISSAN EL PASO		JIM BASS FORD INC	
Line 7 1/2 Ton Pick Up, 4-wheel drive per specifications												
1 ea												
Unit Price	$30,770.000		$31,567.000		$27,955.000		$26,523.000		$48,279.890		$0.000	
Extended Price		30,770.00		31,567.00		27,955.00		26,523.00		48,279.89		-
Line 8 3/4 Ton Cab and Chassis, Curbside Service Body per specifications												
2 ea												
Unit Price	$35,335.000		$31,378.000		$0.000		$37,931.000		$0.000		$0.000	
Extended Price		70,670.00		62,756.00		-		75,862.00		-		-
Line 9 3/4 Ton Truck, 4-wheel drive, full standard bed per specifications												
2 ea												
Unit Price	$27,110.000		$26,499.000		$0.000		$29,996.000		$0.000		$0.000	
Extended Price		54,220.00		52,998.00		-		59,992.00		-		-
Line 10 3/4 Ton Truck, crew cab, 4-wheel drive per specifications												
1 ea												
Unit Price	$29,780.000		$29,330.000		$0.000		$30,359.000		$0.000		$0.000	
Extended Price		29,780.00		29,330.00		-		30,359.00		-		-
Line 11 1 Ton Truck with Dual Rear Wheels, Curb Side Service Body per specifications												
8 ea												
Unit Price	$37,125.000		$35,786.000		$36,330.000		$37,702.000		$0.000		$0.000	
Extended Price		297,000.00		286,288.00		290,640.00		301,616.00		-		-
Line 12 1 Ton Truck with Dual Rear Wheels, Curb Side Service Body per specifications												
1 ea												
Unit Price	$49,470.000		$55,842.000		$48,670.000		$59,707.000		$0.000		$0.000	
Extended Price		49,470.00		55,842.00		48,670.00		59,707.00		-		-

To be awarded by line	CALDWELL COUNTRY FORD DBA ROCKDALE COUNTRY FORD		SAM PACKS FIVE STAR FORD		CALDWELL COUNTRY CHEVROLET		GRAPEVINE DODGE CHRYSLER JEEP		CHARLIE CLARK NISSAN EL PASO		JIM BASS FORD INC	
Line 13 1 ton truck with dual wheels on rear, Cubic Yard Dump Bed per specifications												
4 ea												
Unit Price	$38,775.000		$38,584.000		$37,940.000		$39,862.000		$0.000		$0.000	
Extended Price		155,100.00		154,336.00		151,760.00		159,448.00		-		-
Line 14 1 ton truck with dual wheels on rear, aerial manlift per specifications												
1 ea												
Unit Price	$78,776.000		$0.000		$0.000		$0.000		$0.000		$0.000	
Extended Price		78,776.00		-		-		-		-		-
Line 15 1 ton truck with dual wheels on rear, Diesel Engine, Automatic per specifications												
2 ea												
Unit Price	$0.000		$141,347.000		$0.000		$0.000		$0.000		$0.000	
Extended Price		-		282,694.00		-		-		-		-
Line 16 Handicapped Equipped 6000 GVW Window Van, per specifications												
1 ea												
Unit Price	$35,450.000		$33,149.000		$0.000		$0.000		$0.000		$0.000	
Extended Price		35,450.00		33,149.00		-		-		-		-
Bid Total		2,333,966.00		2,662,871.00		1,131,080.00		1,409,235.00		547,888.48		1,859,609.00
Award by Vendor		$1,295,831.00		$ 773,714.00		$599,765.00		$231,827.00				
City		Rockdale, TX		Carrollton, TX		Caldwell, TX		Grapevine, TX				

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Amarillo City Council
Agenda Transmittal Memo

Meeting Date	February 23, 2021	**Council Priority**	
Department	Parks and Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

Purchase – Fertilizer through "Bid 6946 – Fertilizer Contract"
Award to low responsive bidders as follows:

SKRT.INC DBA Pro Chem - Line(s) Item - 1,10,11,12	$29,656.20
Harrell's LLC - Line(s) Item – 2,3,6,7	$69,935.20
BWI Dallas/Fort Worth - Line(s) Item – 4,5,8,9	$32,963.70
Total Award	$132,555.10

This item approves the annual purchase of various fertilizers that are used throughout the year at Ross Rogers and Comanche Trail Golf Complexes as well as the Park Maintenance Division.

Agenda Item Summary

Award of annual contract for fertilizer used by Park Maintenance, Ross Rogers Golf Complex, Comanche Trail Golf Complex in the maintenance of turf areas.

Requested Action

Approval and authorization for City Manager to execute agreement.

Funding Summary

Funding for this award is available in the Park Maintenance budget 1861.51458, Ross Rogers and Comanche Trail 1811.51450.

Community Engagement Summary

N/A

Staff Recommendation

Parks and Recreation Administration are recommending approval and award of the annual fertilizer program for Ross Rogers and Comanche Trail Golf Complexes as well as the Park Maintenance Division.

Bid No. 6946 FERTILIZER ANNUAL CONTRACT
Opened 4:00 p.m. December 31, 2020

To be awarded by line item.	PRO CHEM SALES		BWI		HARRELL'S LLC		TURFCARE OF TEXAS		SPRA-GREEN, INC.		SITEONE LANDSCAPE SUPPLY		JUSTIN SEED CO.	
Line 1 1000 lb all season, per specifications														
50 bc														
Unit Price	$313.150				$299.000				$323.350					
Extended Price		15,657.50		-		14,950.00		-		16,167.50		-		-
Line 2 50 lb bags micro green plus 2% iron, per specifications														
40 bc														
Unit Price	$47.500				$33.880				$15.800					
Extended Price		1,900.00		-		1,355.20		-		632.00		-		-
Line 3 1000 lb bags Nitrogen Source to Ammonium Sulfate and Potassium source to be Sulfate of Potash, per specifications														
82 bc														
Unit Price	$840.610		$825.010		$760.000						$619.200			
Extended Price		68,930.02		67,650.82		62,320.00		-		-		50,774.40		-
Line 4 Gallon Jug Growth Products, Harrells, Griggs, Floratine, per specifications														
120 jg														
Unit Price	$26.800		$27.780		$33.570		$66.000							
Extended Price		3,216.00		3,333.60		4,028.40		7,920.00		-		-		-
Line 5 Potassium Silicate 2.5 gallon jug growth products Harrells, Griggs, Floratine, per specifications														
80 jg														
Unit Price			$49.370		$54.000		$110.000							
Extended Price		-		3,949.60		4,320.00		8,800.00		-		-		-
Line 6 8.25% Calcium, 2.5 Gallon Jug Growth Products, Harrells, Griggs, Floratine, per specifications														
80 jg														
Unit Price	$70.560		$38.360		$38.000		$68.000							
Extended Price		5,644.80		3,068.80		3,040.00		5,440.00		-		-		-
Line 7 Minors, 2.5 Gallon Jug, Growth Products, Harrells, Griggs, Floratine, per specifications														
92 ea														
Unit Price	$47.220		$60.800		$35.000		$56.000							
Extended Price		4,344.24		5,593.60		3,220.00		5,152.00		-		-		-

To be awarded as one lot		PRO CHEM SALES	BWI	HARRELL'S LLC	TURFCARE OF TEXAS	SPRA-GREEN, INC.	SITEONE LANDSCAPE SUPPLY	JUSTIN SEED CO.
Line 8 Ammonium Sulfate 1 Ton Bags, per specifications								
70	ea							
	Unit Price	$836.000	$356.670			$469.750		$539.000
	Extended Price	58,520.00	24,966.90	-	-	32,882.50	-	37,730.00
Line 9 Ammonium Sulfate Blended Fertilizer with 5% iron 50 lb bags, per specifications								
80	ea							
	Unit Price	$15.310	$8.920	$16.000		$13.960		$18.880
	Extended Price	1,224.80	713.60	1,280.00	-	1,116.80	-	1,510.40
Line 10 Blend Fertilizer with Team Herbicide "Howard Johnsons" 50 lb bags, per specifications								
100	ea							
	Unit Price	$18.150	$18.270					
	Extended Price	1,815.00	1,827.00	-	-	-	-	-
Line 11 Ag Grade (Pellet) Gypsum, Approx 300 SGN, one (1) ton bags, per specifications								
10	bc							
	Unit Price	$253.000	$333.330			$450.000	$666.210	
	Extended Price	2,530.00	3,333.30	-	-	4,500.00	6,662.10	-
Line 12 Plus Nuvital Delivered in 1000 pound bags to Ross Rogers ,per specifications								
30	bc							
	Unit Price	$321.790	$325.290	$384.000				
	Extended Price	9,653.70	9,758.70	11,520.00	-	-	-	-
	Bid Total	173,436.06	124,195.92	106,033.60	27,312.00	55,298.80	57,436.50	39,240.40
	Award by Vendor	$29,656.20	$32,963.70	$69,935.20				
	City	Amarillo, TX	Carrollton, TX	Gail, TX				

F

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	February 23, 2020	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas		

Agenda Caption

CONSIDER – Professional Services Agreement with Kimley-Horn and Associates, Inc – Additional Design Services for Lift Station 32 – Project No. 521805, RFQ #06-13 in the amount of $90,700.00.

This item is to consider approval of the professional services agreement, which includes services in the scope of work to provide: 1) final design phase services, and 2) bid phase services.

Agenda Item Summary

Previously, Kimley-Horn and Associates, Inc. was selected under RFQ 06-13 for the original design services of this project.
Per Amendment 2, the addition and modification to the original contract executed between the City of Amarillo and Kimley-Horn and Associates, the City requested Kimley-Horn to complete the design for a 30-inch gravity sewer main extension. The proposed improvements were to be incorporated into the LS 32 project via change order. The LS 32 project budget constraints did not allow for the improvements for the 30-inch gravity main extension to be a part of the project. The 30-inch gravity main extension will be included in a separate construction contract as additional funds become available.

For these proposed design services, the City is requesting Kimley-Horn prepare the following:

- Bidding documents and complete bid phase services for the approximately 10,000 LF of 30-inch gravity sanitary sewer main extension from the proposed LS 32 facility to a 24-inch sanitary sewer main located north of the Comanche Trail Golf Course and west of Grand Street. These proposed improvements will be constructed in an additional construction contract via a new set of Contract Documents which will include plans and technical specifications.
- An additional 2,000 LF of survey is required to incorporate realignment along Southeast Park.

Requested Action

Consider approval of agreement with Kimley-Horn Engineers, Inc. in the amount of $90,700.00 for execution by the City Manager.

Funding Summary

Funding for this project is available in the Project Budget Number 521805.17400.2010.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Community Engagement Summary

Award for professional services will not impact the community. The engineer will facilitate coordination with affected property owners during the design phase of the project.

Staff Recommendation

City Staff is recommending approval of the contract.

RFQ 06-13 PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC.
Opened January 28, 2021

To be awarded as one lot		KIMLEY-HORN AND ASSOCIATES, INC.
Line 1 Professional Services for Sope of work, final design and bid phase, per specifications		
1 ea		
Unit Price	$90,700.000	
Extended Price		90,700.00
Award by Vendor		$90,700.00
City		Fort Worth, TX

G

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	February 23, 2021	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas		

Agenda Caption

CONSIDER – Professional Services Agreement with Kimley-Horn and Associates, Inc. – Design and Construction Phase Services of Northeast Interceptor, RFQ 07-20, Job 530042, in the amount of $5,248,300.00

This item is to consider approval of a professional engineering services agreement for the planning, design, procurement, and construction services phases of the northeast wastewater interceptor line. This line is essential for future City growth and economic development including the future expansion of Centerport. The primary purpose of the line will be to serve or provide relief in underserved areas of the east side of the City and provide long term stability in service to existing and future customers of the highly regulated wastewater collection system as identified in multiple studies and evaluations.

Agenda Item Summary

This item is to consider approval of the professional engineering services agreement for the design and construction phase services of a wastewater interceptor line. The line will provide wastewater service to areas that are not currently served, as well as areas that are currently under-served, including the Centerport area. Professional engineering services tasks include:

- Project management
- Update Northeast Basin portion of the Wastewater Master Plan
- Routing and Alignment (City staff will perform easement acquisition)
- Preliminary and final design
- Bidding
- Construction Phase Services including RPR

It is estimated the line will be 12 to 15 miles in length, according to a prior feasibility study. The interceptor will flow from near English Field to River Road Wastewater Treatment Plant. One lift station will be abandoned and another lift station will be re-routed. The anticipated schedule is approximately 24 months for design and acquisition phase and another 24 months for construction phase, which would put project completion in 2025.

Requested Action

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

Funding Summary

Amarillo City Council
Agenda Transmittal Memo

Funding for this agreement is available in the Project Budget Number 530042. Funding for this project was approved in the FY 16/17 thru 20/21 Community Investment Program. This project is funded with water and sewer revenue 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.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and Kimley-Horn and Associates, Inc. ("ENGINEER"). OWNER hereby engages ENGINEER to perform the following professional services.

OWNER hereby engages ENGINEER to perform the following professional engineering services for the design and construction of approximately 80,000 linear feet of sanitary sewer mains, and all appurtenances in Potter County ("Project").

The Scope of Work is more particularly set forth in Exhibit "A" attached to this Agreement and by this reference made a part of this Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibit "A" and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to accept as payment for the Project fees for the Design Phase, Bidding Phase and Construction Contract Administration Phase as shown in the attached Exhibit "B" to this Agreement and by this reference made a part of the Agreement.

II.

ENGINEER will submit monthly billings based on the design and construction progress of the Project. ENGINEER's billings will be in writing and of sufficient detail to fully identify the work performed to date of billing month. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER'S representative for purposes of this Agreement shall be Kyle Schniederjan, Director of Capital Projects and Development Engineering or his designee. ENGINEER will begin work on the Project within 5 days after receipt of written notification to proceed from OWNER and shall complete the Project as detailed in Exhibit "A".

IV.

ENGINEER agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work ("Work Product") arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, will be the sole and exclusive property of OWNER and are deemed "Works Made for Hire". ENGINEER agrees to and does hereby assign the same to OWNER. ENGINEER will enter into any and all necessary documents to effect such assignment to OWNER. ENGINEER is entitled to maintain copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that ENGINEER does not represent that such Work Product is suitable for use by OWNER on any other projects or for any purposes other than those stated in this Agreement. Reuse of the Work Products by OWNER without the ENGINEER'S specific written authorization, verification and adaption will be at OWNER'S risk and without any liability on behalf of ENGINEER. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

V.

ENGINEER agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by ENGINEER or its employees and agents shall be used by ENGINEER or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VI.

ENGINEER agrees that OWNER or its duly authorized representatives will, until the expiration of 4 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII.

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of ENGINEER.

VIII.

ENGINEER shall furnish at ENGINEER'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX.

If ENGINEER is requested in writing by OWNER to provide any out of scope services ENGINEER and OWNER will agree in writing as to the nature of such services and to a price for such services before any work is started.

X.

ENGINEER SHALL AGREE TO INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST LIABILITY FOR DAMAGES, CLAIMS, CAUSES OF ACTION, COSTS AND REASONABLE ATTORNEY FEES, TO THE EXTENT THAT SUCH IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, ENGINEER UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERSISED CONTROL. ENGINEER SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR ENGINEER'S NEGLIGENCE AND THAT OF ENGINEER'S EMPLOYEES, CONTRACTORS, AND AGENTS.

XI.

ENGINEER will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement as Exhibit "C" and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of $1,000,000.00 per claim.

XII.

ENGINEER shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party 7 days prior written notice. Upon receipt of notice of termination, ENGINEER will cease any further work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XIV.

In the event OWNER finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given 10 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 10 days ENGINEER has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XV.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI.

ENGINEER'S address for notice under this Agreement is as follows:

Attention: Kimley-Horn and Associates, Inc.
Jeff James
801 Cherry Street, Unit 11
Fort Worth, Texas 76102
Telephone: (817) 339-2259
Fax: (817) 335-5070
Email: jeff.james@kimley-horn.com

OWNER'S address for notice under this Agreement is as follows:

Attention: Matthew Thomas, P.E.
P.O. Box 1971
808 S. Buchanan Street
Amarillo, Texas 79105-1971
Telephone: (806) 378-9334
Fax: (806) 378-9363
E-Mail: matthew.thomas@amarillo.gov

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending by fax, or e-mail and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVII.

All obligations of OWNER are expressly contingent upon appropriation by the Amarillo City Commission of sufficient, reasonably available funds.

XVIII.

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel. ENGINEER agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees or agents of ENGINEER be deemed employees of OWNER. ENGINEER shall be free to contract for similar services to be performed for others while ENGINEER is under Agreement with OWNER.

XIX.

ENGINEER will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

XX.

ENGINEER agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of this PROJECT. ENGINEER further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended and to comply with the provisions contained in the Americans With Disability Act, as amended.

XXI.

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXII.

OWNER and ENGINEER hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither OWNER nor ENGINEER will be obligated or liable to any third party as a result of this Agreement.

XXIII.

ENGINEER will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the OWNER.

XXIV.

This Agreement is entered into and is to be performed in the State of Texas. OWNER and ENGINEER agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XXV.

In no event shall the making by the OWNER of any payment to ENGINEER constitute or be construed as a waiver by the OWNER of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the OWNER in respect to such breach or default.

XXVI.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

ATTEST:

_____
Frances Hibbs, City Secretary

CITY OF AMARILLO
(OWNER)

By: _____
Jared Miller, City Manager

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.
(ENGINEER)

By: Jeff James, P.E.

Printed Name: Jeff James

Title: Senior Vice President

Date: January 26, 2021

EXHIBIT A
PROPOSED SCOPE OF SERVICES
NORTHEAST INTERCEPTOR
AMARILLO, TEXAS

The ENGINEER understands the OWNER intends to update the Northeast Basin identified in the 2012 Wastewater Masterplan Update. The results of the Wastewater Master Plan Update will guide the design and construction a new sanitary sewer interceptor that is approximately 80,000 linear feet (LF). Specific details of the project include:

- The location of the interceptor begins at a location north of the English Field Sub-basin and ends at River Road Wastewater Treatment Plant (RR WWTP)
- OWNER is acquiring all the easements based on recommended alignment, identified in the Routing & Alignment study, necessary for construction, operation and maintenance of the Interceptor
- A feasibility study was prepared in 2010 and has been provided to the ENGINEER for reference purposes
- ENGINEER will evaluate the possibility of eliminating LS 26
- ENGINEER will evaluate the possibility of rerouting LS 38 to the proposed Northeast Interceptor
- ENGINEER will evaluate the possibility of eliminating an Imhoff tank
- TxDOT and BNSF railroad permits will be required

Upon receipt of Notice to Proceed, the ENGINEER will perform the following tasks:

Task 1 – Project Management

1. Project Management
    a. Project communication plan
        i. Prepare for and conduct monthly progress virtual meetings with the OWNER to monitor the development of the project. Twenty-four (24) total virtual meetings are anticipated.
        ii. Coordinate with subconsultants and project stakeholders as needed.
        iii. Prepare and email monthly progress reports to the project stakeholders.
    b. Develop project production plan
        i. Document design criteria agreed upon by the OWNER at the project kick-off meeting.
        ii. Develop project schedule and interim milestones.
        iii. Coordinate milestones with QC/QA reviewer, distribute plans and collect comments from the QC/QA reviewer.
    c. Electronic File setup
        i. Establish working base files and distribute to project team (subconsultants).
            1) OWNER'S e-Builder project management software will be used
    d. Project Administration
        i. Prepare project correspondence and invoicing documents.

Meetings:

a. Twenty-four (24) monthly virtual progress meetings

Deliverables:

a. Monthly progress reports
b. Monthly project schedule updates

Service/Deliverables provided by OWNER:

a. Attend monthly progress meetings

Task 2 – Northeast Basin Wastewater Master Plan

1. **Data Collection** – ENGINEER will deliver a letter request to the OWNER describing data that should be provided to prepare the Northeast Basin Wastewater Master Plan. ENGINEER will also prepare and maintain a data collection log that includes data collection request, date of request, and date of receipt. Data collection is anticipated to include the following:

    a. Demographic and Geographic Data Collection (will utilize data from water master plan currently being updated by HDR and new information from planning department).

    b. Wastewater specific data collection

        i. Existing Facilities

            1) Manhole/Junction Structures: location, depth, dimensions

            2) Pipes: location, diameter, length, age, material, connectivity to other pipes.

            3) Wastewater treatment facilities

            4) Lift stations

            5) Boundaries: service area, drainage basins- Northeast Basin

    c. Wastewater discharge records

        i. Meter data

        ii. Lift stations

        iii. Specific commercial/industrial meters

    d. Operating records

        i. Administrative Orders

        ii. Sewer overflows

    e. Recent improvements

2. **Analysis** – This task shall consist of compiling existing infrastructure information and demographics to review and update the OWNER'S existing wastewater model. ENGINEER will use this model with the developed design criteria to identify infrastructure improvements required to accommodate existing deficiencies and growth for the ten (10) and twenty-five (25) year planning periods. The scope is anticipated to be as follows:

a. Land Use Assumptions developed for the Wastewater Masterplan Northwest Basin Update Technical Memorandum

b. Design Criteria – ENGINEER will use existing design criteria identified in the Wastewater Masterplan Northwest Basin Update Technical Memorandum

   and verify that the design criteria meets Texas Commission on Environmental Quality (TCEQ) regulations and industry design standards for:

   i. Sewer line capacity

   ii. Lift station and force main capacity

   iii. Meter station capacity

   iv. Treatment flow capacity

c. Existing Wastewater Flows – ENGINEER will utilize the OWNER'S permanent flow monitor data to develop seasonal demand curves, and to develop infiltration (I/I) curves.

d. Existing Wastewater System Model – ENGINEER will update the OWNER'S existing wastewater system model to accurately represent the existing wastewater system and existing wastewater system flows. The model will utilize existing treatment flow meter information, permanent flow meter information and any additional temporary flow meter data. ENGINEER will evaluate the model. Tasks will include:

   i. Confirm pipe and manhole parameters, such as pipe sizes and manhole elevations using record drawings provided by the client.

   ii. Add recent system improvements.

   iii. Confirm system components, such as lift stations are shown in the model with the correct location, connectivity, and geometry.

   iv. Confirm system operational parameters and controls.

   v. Evaluate the distribution of demands and compare to the land use map and historical sewer use data. It is assumed that the demand distribution in the model will not require significant adjustment and calibration.

e. Model and Infrastructure Verification – ENGINEER will coordinate with OWNER's staff to verify that the existing infrastructure matches the wastewater system model.

f. Wastewater System Analysis and Infrastructure Sizing – ENGINEER will utilize the wastewater system model to evaluate the system to determine components that are deficient according to the design criteria and components that may have excess capacity within the ten (10) and twenty-five (25) year planning periods. Tasks will include:

   i. Use the land use, population and demand projections provided to prepare projected demand distributions for each planning year.

      1) Prepare estimates of wastewater demands for different land use classifications based on assumed development densities and per capita/connection wastewater demand factors.

      2) Create demand distributions for each planning year using the land use, population projections and demand projections provided.

      3) Incorporate the demands for each planning period into the wastewater system model.

ii. Develop system wide and individual sewer basin diurnal curves and peaking factors.

iii. Execute the model for each planning year to identify infrastructure improvements necessary to meet the future demands.

iv. The following components will be evaluated and sized:

1) Manholes

2) Sewer lines

3) Lift stations and force mains

4) Treatment facilities

g. Capital Improvement Plan – ENGINEER will develop a water Capital Improvement Plan that identifies projects to be constructed within the ten (10) and twenty-five (25) year planning periods. Tasks will Include:

i. Use the existing evaluation criteria in the Wastewater Masterplan Northwest Basin Update Technical Memorandum for evaluating and prioritizing capital improvements projects.

1) Develop costing methodology for wastewater infrastructure projects.

2) Utilize costing methodology to develop opinions of probable implementation costs.

3) Develop an updated CIP project sheet, including a description of the project, a project cost projection, include a priority for construction, identify any portion of a project that may be required to relieve an existing deficiency, and identify the portion of the project capacity required for growth.

3. **Technical Memorandum** – ENGINEER will prepare a Wastewater Master Plan Northeast Basin Technical Memorandum summarizing the findings of the analysis and the recommendations. The technical memorandum is anticipated to include the following:

a. Executive summary

b. Introduction

c. Description of existing infrastructure

d. Wastewater flow projections

e. Wastewater System Master Plan Map for the Northeast basin

f. Analysis and recommendations

g. Capital improvements plan

h. Appendix

4. **Meetings** – ENGINEER will prepare for and attend the following meetings as part of the Northeast Basin Wastewater Master Plan.

a. Virtual Data collection meeting with OWNER'S staff that will be providing the information.

b. Virtual Land Use Assumptions meeting with OWNER'S staff.

c. Virtual wastewater model coordination meeting with OWNER'S staff responsible for maintaining the model.

d. Interim virtual progress meeting to review preliminary analysis findings.

e. In-person draft report review meeting with OWNER'S staff designated with review responsibilities.

Deliverables

a. Data collection letter
b. Data collection log
c. Updated wastewater model
d. Draft copy of Wastewater Master Plan Update Technical Memorandum (pdf format)
e. Five (5) hard copies of draft Wastewater Master Plan Update Technical Memorandum
f. Final Wastewater Master Plan Technical Memorandum (pdf format)
g. Ten (10) hard copies of final Wastewater Master Plan Update Technical Memorandum

Services/Deliverables provided by OWNER:

a. Attend review meetings
b. Review and comment on submittal

Task 3- Northeast Interceptor Routing Alignment Study & Report

The ENGINEER will perform the following services for a routing and alignment study of the Northeast Interceptor:

1. Kick-Off Meeting

    a. Prepare for and facilitate a kick-off meeting with the OWNER to develop criteria for alignment selection and design parameters

2. Alignment Evaluation

    a. Evaluate up to three (3) alignments for the interceptor based on the following criteria:

        i. Existing lift station elimination

        ii. Easement acquisition

        iii. Conflict with existing and proposed infrastructure including franchise utilities

        iv. Pipe material

        v. Environmental permitting

        vi. Operational flexibility

        vii. Hydraulics

        viii. Constructability

        ix. Maintenance

        x. Odor and Corrosion

        xi. Construction costs

xii. Connection to River Road WWTP

b. Based on the alignment criteria, perform the following services in evaluating the multiple routes.

i. Perform hydraulic capacity analysis to determine pipe size

ii. Profile alignments

iii. Perform up to five (5) days of topographic survey in critical areas as determined by the ENGINEER

iv. Meet with OWNER'S personnel and visit the site up to three (3) times

3. Permitting Requirements

a. Phase 1 Environmental Site Assessment (ESA) - The ESA will be presented in accordance with American Society for Testing and Materials (ASTM) Standard E 1527-13 and will meet the requirements for an "all appropriate inquiry" as required by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) for establishment of liability and defense limitations.

i. Agency Review/Historical Review

1) Investigate past land uses through review of U. S. Geologic Survey (USGS) topographic maps, historical aerial photographs, Sanborn maps (if available), Chain of Title or other documentation of ownership (if provided by the OWNER), or other reasonably available historical documents.

2) Review available state and federal databases pertaining to known or suspected sources of contamination and registered underground storage tanks on the property and in the vicinity of the property. A commercial database research company will be used to facilitate a thorough and timely database search.

3) Obtain additional information or conduct interviews as necessary and appropriate with present and past OWNERs and operators of the property, neighbors, local municipalities, and utilities. Such inquiries may be modified to fit site-specific circumstances.

4) Review any other relevant information provided by others regarding environmental permits, violations, and correspondence with environmental agencies.

5) This proposed Scope of Services does not include a title search or independent research of the ownership history; however, ENGINEER will rely on documentation or verbal property ownership history provided by the OWNER.

ii. Site Reconnaissance

1) Conduct a site reconnaissance of the forty (40) subject properties and the surrounding area to verify information obtained from public records, maps, etc., and to determine likely drainage pathways and environmental and human receptors.

2) Perform a complete tour of the property to document:

3) Any areas that appear to have been used for material handling or disposal.

4) General property condition and apparent uses.

5) Existence and condition of any structures on the property.

6) Storm water flow direction and apparent run-on and runoff points.

7) Existence and condition of any water wells on the property

8) Evidence of sumps, storage tanks, or other devices that collect or hold potentially hazardous materials.

9) Indications of adverse environmental impact (e.g., stains, stressed vegetation).

10) Activities on adjacent properties that might potentially affect the subject property.

11) Any sensitive or unique environmental features.

iii. Data Analysis and Reporting – the Phase 1 ESA report will include:

1) Area maps, historic aerial photographs, photographs taken during the site reconnaissance, the environmental records search results, and copies of any additional documents relevant to the ESA (e.g., available title information and property descriptions, documents from public utilities and local municipalities, site plans).

2) Narrative description of the property, facility, and surrounding area; observations from the site reconnaissance; results of interviews; discussion of the environmental records review and any information obtained from local sources; identification of potential areas of concern; and conclusions and recommendations.

b. Nationwide Permit (NWP) 12 for Utility Lines

ENGINEER will provide the following professional services under this task to submit to the OWNER a descriptive memo regarding the use of NWP 12 Utility Lines under a no notification scenario. This task is based on the understanding that the proposed utility line and permanent impacts to waters of the U.S. are less than 0.10-acre at each separate, single and complete proposed crossing, and will not include impacts to forested wetlands and will not be placed in jurisdictional areas for more than 500-ft.

i. ENGINEER will prepare a memo discussing Corps Section 404 Permitting under a 'no notification' scenario that will include a description of selected General Conditions as well as a suggested list of BMPs required for compliance with TCEQ water quality certification. This memo can be used to document the thought process for using this permitting scenario and to provide the selected contractor with information relating to permit compliance. Though no coordination with the Corps is proposed, the activity will be authorized under a Federal permit. All terms and conditions of the permit will be met.

The memo will include the following information:

1) Brief project description, including site sketches, as it relates to proposed impacts to waters of the U.S.;

2) Site visit photographs to document existing/preconstruction conditions;

3) A copy of the NWP 12 permit language with General Conditions;

4) State Water Quality Certifications and Conditions;

5) NWP Regional Conditions for Texas;

6) Cultural Resources information from readily available databases; and

7) Threatened and Endangered Species information from readily available databases.

8) One site visit by and qualified scientist is included in this task to gather information useful for the memo.

9) This task assumes coverage under the 2012-2017 nationwide permits.

c. Texas Historical Commission (THC) Permit

i. ENGINEER will provide the following professional services under this task to submit to the OWNER a descriptive memo identifying historical findings along the proposed alignment(s) of the interceptor. This task will include:

1) Coordination with the THC

2) Preparing permit application

3) Site visit(s) to perform fieldwork including attending the initial site visit with OWNER

4) Documentation of findings, if necessary

5) Curation of paperwork with a curation facility as required by the permit

6) Finalizing the permit

7) Preparation and submittal of the descriptive memo summarizing the findings to the OWNER

4. Provide 22"x34" exhibits and letter report summarizing the evaluation of no more than three (3) proposed alignments for the interceptor line. The exhibits and letter report will include the following:

a. Criteria for alignment selection and design parameters developed during the kick-off meeting

b. Advantages and disadvantages of each alignment

c. Findings, if any, from the NWP 12 and THC permit memos

d. Lift station elimination recommendation

e. Recommended pipe size

f. Recommended pipe material with alternates

g. Recommended type of construction (open cut, bore, tunneling, etc.)

h. Preliminary Opinion of Probable Construction Cost (OPCC) for each alignment

i. Preliminary construction schedule for each alignment

j. Alignment exhibits

i. Aerial photograph showing the approximate alignment

ii. Property information

iii. Zoning and land use information for each alignment

iv. Recommended easement/right-of-way requirements for construction access

5. Profile of each alignment based on limited survey

Meetings:

a. Meet with OWNER in-person one time to review permits, findings Routing and Alignment Report

Deliverables:

a. Copies of permit and descriptive memos for each permit

Services/Deliverables provided by OWNER:

a. Attend meeting and review permit applications

Task 4 – Northeast Interceptor Preliminary Design

The ENGINEER will provide the following professional services once an alignment has been selected by the OWNER.

6. Prepare the preliminary Northeast Interceptor alignment:

   a. Prepare preliminary plan and profile (electronic roll plot format, 1"=40'H and 1"=5' V scale). Items to be included:

      - Plan:
        - Control data
        - Existing / proposed right-of-way and easements
        - Existing topography
        - Existing pavement
        - Proposed centerline alignment
        - Proposed construction access locations
        - Existing trees
        - Existing driveway locations
        - Existing storm drain and culvert locations
        - Existing water lines
        - Existing sanitary sewer lines
        - Existing franchise utility locations (based upon SUE information)
      - Profile:
        - Existing ground profile
        - Proposed vertical alignment
        - Existing Utilities

   b. Traffic Control Plans

      i. Develop initial construction sequence plan views showing:

         1) Temporary signing and striping, barricades, and other channelization devices

         2) Vehicle and pedestrian detour routing during construction (if applicable)

   c. Franchise Utility Coordination

      i. Data Collection and Research

         1) Send notification letter with project limits delineated to franchise utility companies. Gather existing franchise utility information

         2) Prepare exhibit that indicates franchise utility locations based upon SUE

3) Coordination meeting with franchise utility companies to discuss any known potential conflicts and any future plans to extend franchise utility lines prior to Northeast Interceptor construction

ii. Coordination

1) Coordinate possible utility conflicts with franchise utility companies

2) Coordinate possible conflicts due to vertical alignment of Northeast Interceptor Extension line with SUE for additional data acquisition

3) Prepare exhibit indicating franchise utility information based upon vertical information obtained from SUE survey

d. Geotechnical

Geotechnical Analysis - The ENGINEER will perform a geotechnical analysis of the proposed Northeast Interceptor Extension line alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding embedment, backfill and excavation parameters. The geotechnical analysis will include the following:

i. Subsurface exploration including up to seventy (70) sample bores at various locations and depths along the proposed route

ii. Laboratory tests for classification purposes and strength characteristics

iii. Engineering services that address soil and groundwater conditions for proposed horizontal boring locations, if necessary

iv. Prepare a geotechnical report that presents the results of the field and laboratory data as well as analysis and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for informational purposes only

e. Subsurface Utility Engineering (SUE)

i. The ENGINEER will identify locations for Subsurface Utility Engineering (SUE) services along the route of the proposed Northeast Interceptor. The following is a description of each level of service that will be performed for SUE:

1) Level D – Collect existing utility record information from utility purveyors, municipalities, counties, and other agency suppliers within the area of investigation. Typical utilities included are: primary electric, telephone, cable TV, fiber optic, gas, petroleum, water, sanitary sewer, and storm drain systems

2) Level C – Field locate and obtain horizontal position of visible utility surface features for the utility systems described within Level D

3) Level B – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the approximate horizontal position of subsurface utilities within approximately one foot

4) Level A – Also known as "locating", this quality level provides precise three dimensional (x,y,z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey

ii. For purposes of this proposal, it has been assumed that Level B will be performed at the following locations:

1) US 60 & East Business 40

2) SH 136 & Bertrand Rd

iii. Once Level B has been completed, Level A will be performed. For purposes of this proposal, it has been assumed that 30 test holes will be performed.

iv. Preliminary field sketches depicting the designated utilities will be prepared for use during subsequent surveying activities. These sketches will also be used to check the survey information for completeness and accuracy.

v. Utility designating marks will be utilized to layout the test-hole locations. When test holes are required under pavement, a 10" core drill will be used to prevent spalling. The test hole will be backfilled with clean, dry backfill and finished with like material, concrete or asphalt.

vi. Non-destructive vacuum excavation equipment will be used to excavate test holes at the required locations. Once each utility is located, the utility type, size, material, depth to top, and general direction will be recorded. Each test hole will be assigned a unique ID number and will be marked with rebar/cap, nail/disk, or chiseled X, as appropriate. The test-hole ID number and other pertinent utility information will be placed at each test-hole location. Test-hole excavations will be backfilled with appropriate material and the original surface will be restored. The backfill will be compacted in lifts by mechanical means to prevent future settlement.

vii. SUE plans depicting the type and horizontal location of the designated utilities will be prepared. The size of each utility will also be presented on the SUE plans where test-holes have been completed. Where no test-holes have been completed, the size and material type will be provided only if the information is indicated on available record drawings.

f. Survey

i. Data Collection and Property Research

1) Collect property OWNER and record information

2) Gather existing right-of-way and easement information

ii. Design Survey

1) The survey will include the proposed alignment within the temporary and permanent easements recommended in the Routing and Alignment Study

2) Use existing control monuments

iii. Perform a field survey to identify and locate existing topographic elements within the temporary and permanent easements including the following:

1) Property corner monuments

2) Existing pavement, curbs, sidewalks, barrier free ramps, etc.

3) Driveways

4) Existing culvert sizes and invert elevations

5) Existing driveways and swales

6) Utility manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, other public utilities, and franchise utilities

7) Traffic signal poles, cabinets, and other signal equipment

8) Signs (excluding temporary signs)

9) Trees, including species and caliper

10) Retaining walls

11) Fence limits and material types (excluding temporary fences)

12) Other applicable physical features that could impact design

iv. Prepare a right-of-way / easement base map

The right-of-way / easement base map shall be contained on standard size plan sheets (22"x34") at a scale not smaller than 1" = 30', shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:

1) Summary sheet listing all parcels, property owners, area of property, square footage and type of easements, and current volume and page

2) Corners of all parcels tied to the centerline

3) Location of all existing property pins

4) Location of all new property pins

5) Parcel number

6) Current owner

7) Any existing platted easements or easements filed by separate instrument including easements provided by utility companies

8) Prepare a final topographic drawing in digital format (including contours and break lines) showing the features located in the field as well as right-of-way base map information and ASCII coordinate file of the points located in the field

g. Easement Instruments of Conveyance

1) Prepare easement instruments (narrative and graphic exhibits of easements required for permanent and temporary construction)

2) Up to 40 parcels are anticipated

3) Individual parcel exhibits shall sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:

4) Parcel number

5) Area required

6) Area remaining

7) Legal description

8) Current owner

9) Any existing platted easements or easements filed by separate instrument including easements provided by utility companies

10) All physical features

11) Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.

h. Preliminary Design Submittal (60%)

i. Review Meeting

ENGINEER will prepare for and attend a review meeting with OWNER. Review comments will be recorded during this meeting and distributed to attendees. This review shall include the following:

1) Plan and profile of proposed preliminary alignment and easements

2) CAD drawing in Civil 3-D format showing the following:

ii. Existing utility lines near proposed alignment

iii. Conflict analysis of existing utilities and proposed alignment

iv. Proposed connection location for selected route from approved routing and alignment report

v. Preliminary opinion of probable construction cost

Meetings:

b. Prepare for and attend one (1) in-person review meeting with OWNER

Deliverables:

c. Review meeting summary document
d. Electronic copies of 60% Preliminary Design Submittal

Services/Deliverables provided by OWNER:

e. Attend review meeting
f. Review and comment on submittal

Task 5- Northeast Interceptor Final Design

1. Plans

a. Prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 22"x 34" plan and profile sheets at 1"=50'H and 1"=5'V. The ENGINEER anticipates preparing approximately 80 - 100 plan sheets. The ENGINEER will provide the following information on the plan sheets:

- Civil sheets
  - Cover
  - General project notes

- Horizontal and vertical control
- Construction Access Plan
- Plan view
- Profiles
- Erosion control plan
- Traffic control plan
- Construction details

b. Contract Documents

i. Specifications will include technical specifications for materials and installation of the proposed facilities. The Contract Documents will be based upon the OWNER's Standard Contract documents. The OWNER's requirements for Public Works Construction will govern all other specifications

c. Permitting

i. Submit plans and specifications to TCEQ for review

d. Perform up to three (3) site visits with OWNER to verify existing conditions and proposed design components

e. Submit to the OWNER 95% complete plans, specifications, contract documents, and OPCC for review and comments

f. Make revisions based on the OWNER'S review of the 95% submittal

Meetings:

a. Meet with OWNER in person to present 95% complete plans, specifications, contract documents and an OPCC for this phase of the project
   - Meet with TxDOT once to coordinate utility permit application documentation
b. Meet with OWNER in a virtual meeting to present 100% complete plans, specifications, contract documents and an OPCC for this phase of the project
   - Meet with TxDOT once to coordinate utility permit application documentation

Deliverables:

a. Five (5) copies of 95% and 100% complete plans, specifications, contract documents and an OPCC for review and comment
b. Five (5) copies of final plans, contract documents and OPCC

Services/Deliverables provided by OWNER:
a. Attend 95% and 100% review meetings
b. Review and comment on each submittal

Task 6 – Bidding Phase

1. Administration

a. Deliver Bid Documents:

i. One (1) set of bidding documents will be prepared for the project

ii. The ENGINEER will provide to the OWNER, for distribution to potential bidders, one (1) hardcopy of the signed plan set along with a DVD containing the signed plan set in Adobe Acrobat PDF format (version 6.0 or higher). OWNER will be responsible for plan set and DVD reproduction

b. Bidding Assistance

   i. The ENGINEER shall assist the OWNER during the bidding phase including preparation of addenda to plan holders and responses to questions submitted to the OWNER by prospective bidders. ENGINEER shall attend the scheduled pre-bid meeting

   ii. The ENGINEER shall assist in reviewing the bids for completeness and accuracy. The ENGINEER shall attend the project bid opening, develop bid tabulations in hard copy and electronic format, and submit the bid tabulation along with a bid summary letter. The ENGINEER will participate in the evaluation committee for selection of a contractor as part of the City's best value bid process

c. Bidding Submittals

   i. The ENGINEER shall deliver one (1) set of construction plans and specifications and contract documents to OWNER. Additional sets of construction documents beyond one (1) will be considered an Additional Service

   ii. The ENGINEER shall submit one signed plan set in Adobe Acrobat PDF format (version 6.0 or higher) on CD

   iii. The ENGINEER shall submit a bid tabulation in hard copy and electronic format

   iv. The ENGINEER shall provide a bid recommendation letter

d. Bidding Meetings

   i. ENGINEER will attend and document meetings, to discuss and coordinate the bidding phase. Three (3) meetings are anticipated. These include the following:

      1) One (1) pre-bid meeting with the OWNER and prospective bidders

      2) One (1) meeting with the OWNER at the project's bid opening

      3) One (1) City Council meeting

Task 7 – Construction Phase Services

ENGINEER will provide professional construction phase services for construction of the proposed project, for the purpose of providing assistance to OWNER during construction.

1. Construction Contract Execution

   a. ENGINEER will prepare five (5) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the OWNER for review and execution

2. Conformance Plans

   a. The ENGINEER will prepare ten (10) sets of conformed plans for distribution to the OWNER and the Contractor

3. ENGINEER shall perform the following Construction Phase Services:

   a. Pre-Construction Conference. ENGINEER will prepare for and attend a Pre-Construction Conference prior to commencement of Work at the Site

   b. One (1) public meeting with Contractor and OWNER

c. Visits to Site and Observation of Construction. ENGINEER will provide the following services throughout construction. A construction period of 24 months is the basis of this proposal.

   i. Engineer of Record

   ii. Resident Project Representative (RPR)

   iii. Construction Materials Testing

d. ENGINEER. ENGINEER's role as ENGINEER will include providing on-site construction observation services during the construction phase. ENGINEER will make visits at intervals as directed by OWNER in order to observe the progress of the Work. It is anticipated that the ENGINEER will attend one progress meeting and visit the site for observation at that time, once a month for a period of 24 months. Additional site visits will be considered additional services. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep OWNER informed of the general progress of the Work

e. Resident Project Representative. ENGINEER's role as Resident Project Representative will include furnishing a Resident Project Representative ("RPR") to assist ENGINEER in observing progress and quality of the Work

   i. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

      4) General

         a) RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions

         b) RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary

         c) RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor

         d) RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER

      5) Schedules

         a) Review the progress schedule, schedule of Shop Drawing and submittals, and any other schedules prepared by Contractor and consult with ENGINEER concerning acceptability

      6) Conferences and Meetings

         a) Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof

      7) Liaison

a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents

b) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations

c) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work

8) Interpretation of Contract Documents

a) Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER

9) Shop Drawings and Submittals

a) Maintain Shop Drawing and Submittal Record log

b) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or submittal for which RPR believes that the submittal has not been approved by ENGINEER

c) OWNER'S e-Builder project management software will be utilized*

10) Modifications.

a) Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER

11) Review of Work and Rejection of Defective Work

a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents

b) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval

12) Inspections, Tests, and System Start-ups

a) Consult with ENGINEER in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work

b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof

c) Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to ENGINEER

13) Records

a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and submittals received from and delivered to Contractor, and other Specific Project-related documents

b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER

c) Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment

d) Maintain records for use in preparing project documentation

e) Upon completion of the Work, furnish original set of all RPR Specific Project documentation to ENGINEER

14) Reports

a) Furnish to ENGINEER periodic reports, as required, of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and submittals

b) Draft and recommend to ENGINEER proposed Change Orders and Field Orders. Obtain backup material from Contractor

c) Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports

d) Immediately notify ENGINEER of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern

15) Payment Request

a) Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the Work completed, and materials delivered at the Site but not incorporated in the Work

16) Certificates, Operation and Maintenance Manuals

a) During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents

delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work

17) Completion

a) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied

b) Observe whether all items on the final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work

18) Resident Project Representative shall not:

a) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items)

b) Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents

c) Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent

d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents

e) Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of OWNER or Contractor

f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER

g) Accept Shop Drawings or submittals from anyone other than Contractor

h) Authorize OWNER to occupy a Specific Project in whole or in part

Through such observations of Contractor's work in progress and field checks of materials and equipment by the RPR, ENGINEER shall endeavor to provide OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any

Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents

f. Recommendations with Respect to Defective Work. ENGINEER will recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such

observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to Contract Documents

g. Clarifications and Interpretations. ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to OWNER as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by OWNER

h. Change Orders. ENGINEER may recommend Change Orders to OWNER, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor

i. Shop Drawings and Submittals. ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs

j. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities

k. Inspections and Tests. ENGINEER, through its subconsultant, will perform the following laboratory tests of Contractor's work as ENGINEER deems appropriate; soils, flex base, hot mix, and field testing. ENGINEER, or its subconsultant, may receive and review certificates of inspections within ENGINEER's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests and the facts being certified

l. Disagreements between OWNER and Contractor. ENGINEER will, if requested by OWNER, render written decision on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity

m. Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, ENGINEER will determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, ENGINEER's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and

clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

n. Final Completion. ENGINEER will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct a site visit to determine if the Work is finally complete. Work will be considered finally complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of OWNER, ENGINEER considers the Work finally complete; ENGINEER will notify OWNER and Contractor.

o. Final Notice of Acceptability of the Work. ENGINEER will conduct a site visit to determine if the final punch list is generally in accordance with the Contract Documents so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to ENGINEER upon which it is entitled to rely.

p. Quarterly Walkthrough After Final Completion. ENGINEER will conduct four (4) site visits, in company with OWNER after Final Completion, to identify deficiencies Contractor shall address during the Warranty period.

q. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.

r. Record Drawings. Prepare project "Record Drawings" based on information provided by the Contractor as to the actual field placement of the work including any changes or deletions. ENGINEER is not responsible for the accuracy of the information provided by others. ENGINEER will provide the following deliverables:

   i. One (1) 22"x34" set of black line Record Drawings

   ii. One (1) set of .PDF file Record Drawings

ADDITIONAL SERVICES, IF REQUIRED:

Requests for Additional Services shall be in writing from the OWNER to the ENGINEER. Prior to commencing with work on Additional Services, the scope of additional work and associated compensation shall be agreed upon by the OWNER and the ENGINEER.

1. River Road WWTP capacity and condition assessment to receive Northeast Interceptor flow
2. Condition Assessment of Existing gravity line(s) entering River Road WWTP
3. Wastewater Master Plan Basin Update for any other basins
4. Franchise Utility Coordination and/or Design beyond those specifically included in the Scope of Services referenced above
5. Additional permitting requirements beyond those specifically included in the Scope of Services
6. Public meetings beyond those specifically included in the Scope of Services
7. Architectural design services

8. Preparation of platting documents and/or real property survey for site acquisition

9. Professional services associated with re-bidding the project.

10. Construction Staking

11. Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the Client

12. Any additional changes to the Contract Documents necessary to break the project into phases.

13. Additional copies of Construction Documents

14. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by ENGINEER on a fee basis negotiated by the respective parties outside of and in addition to this Agreement

15. Preparing for, conducting or attending meetings during the construction phases of the project that are not provided as a part of the Scope of Services

16. Providing any other professional services requested in writing by the OWNER and as a part of this project that are not listed in the Scope of Services.

17. Sampling, testing, or analysis beyond that specifically included in the Scope of Services

18. Providing professional services associated with the discovery of any hazardous waste or materials in the project route

19. Assisting OWNER or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement

20. Accompanying the OWNER's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the OWNER's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the OWNER's compliance efforts

21. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications

EXHIBIT B
COMPENSATION
DESIGN SERVICES FOR
NORTHEAST INTERCEPTOR
AMARILLO, TEXAS

Compensation

I. Professional Engineering Services

For Tasks 1 through 5 professional engineering services included in EXHIBIT "A" of this agreement, the OWNER agrees to pay the ENGINEER on a lump sum basis.

For Tasks 6 and 7 professional engineering services included in EXHIBIT "A" of this agreement, the OWNER agrees to pay the ENGINEER on an hourly basis.

The total amount of the contract will not be exceeded without a modification to this agreement; however, any task may be exceeded as long as the PROJECT total is not exceeded. The budget is as follows:

Task 1	Project Management	$	124,700
Task 2	Wastewater Masterplan Update	$	294,700
Task 3	Routing and Alignment Study	$	479,100
	• Environmental	$	44,900
	• Archaeological	$	149,500
Task 4	Northeast Preliminary Interceptor Design	$	1,235,200
	• Survey	$	253,300
	• Geotechnical Engineering	$	126,500
	• Subsurface Utility Engineering	$	172,500
Task 5	Northeast Interceptor Final Design	$	600,000
Task 6	Bidding	$	35,500
Task 7	Construction Phase	$	582,300
	• Materials Testing	$	201,300
	• Resident Project Representative	$	948,800
Total compensation to be paid to the ENGINEER		**$**	**5,248,300**

Exhibit "C"

CERTIFICATE OF INSURANCE REQUIREMENTS
CITY OF AMARILLO, TEXAS

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide minimum insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the City. A certification of insurance will be placed on file with the Contracting Department of the City of Amarillo, prior to the execution of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
WORKER'S COMPENSATION - Coverage A	Statutory

NOTES:
Worker's Compensation Insurance shall include a
Waiver of Subrogation in favor of the City of Amarillo

EMPLOYERS LIABILITY - Coverage B	
Bodily Injury by Accident - each accident	$100,000
Bodily Injury by Disease - policy limit	$500,000
Bodily Injury by Disease - each employee	$100,000

COMMERCIAL GENERAL LIABILITY:	
Coverage A - Each Occurrence	$500,000
Coverage B - Personal & Advertising Injury	$500,000
General Aggregate Other Than Products/Completed Operations	$500,000
Products/Completed Operations Aggregate	$500,000

NOTE:
1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
2) Contractual liability coverage cannot be excluded.
3) Contractor will assume all liability for independent subcontractors.
4) Coverage must include the CITY of Amarillo as an Additional Insured for all work performed for or on behalf of the CITY.

AUTOMOBILE LIABILITY:	
Bodily Injury Liability - Each Person	$250,000
Bodily Injury Liability - Each Occurrence	$500,000
Property Damage Liability - Each Occurrence	$100,000

NOTE:
1) Coverage must include all owned, hired, and non-owned vehicles.
2) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City.

Client#: 25320 KIML[illegible]N

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jerry Noyola	
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-552-4225	FAX (A/C, No): 866-550-4082
	E-MAIL ADDRESS: jerry.noyola@greyling.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER A : National Union Fire Ins. Co.	19445
	INSURER B : Aspen American Insurance Company	43460
	INSURER C : New Hampshire Ins. Co.	23841
	INSURER D : Lloyds of London	85202
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 20-21** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5268169	04/01/2020	04/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X Contractual Liab						MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			4489663	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			CX005FT20	04/01/2020	04/01/2021	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			015893685 (AOS)	04/01/2020	04/01/2021	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N/A		015893686 (CA)	04/01/2020	04/01/2021	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab			B0146LDUSA2004949	04/01/2020	04/01/2021	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: For all projects with the City of Amarillo. City of Amarillo is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER

City of Amarillo
P.O. Box 1971
Amarillo, TX 79105-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D. H. Collings

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Amarillo City Council
Agenda Transmittal Memo

Meeting Date	February 23, 2021	Council Priority	N/A

Department	Police

Agenda Caption

Purchase of Police Vehicle Equipment and Installation Services

Agenda Item Summary

Purchase of equipment and installation into 22 Ford Police Interceptor Utility Vehicles

Requested Action

Request the Council's approval for the purchase of the equipment and upfitting services.

Funding Summary

Account 411522.17400.1040 256,538.35

Community Engagement Summary

N/A

Staff Recommendation

City Staff recommends approval.

Bid No. 6976 Equipment and Upfitting of Police Vehicles
Opened 4:00 p.m. January 21, 2021

To be awarded as one lot	DEFENDER SUPPLY LLC	
Line 1 Equipment and upfitting of police vehicles, per specifications		
22 ea		
Unit Price	$11,660.834	
Extended Price		256,538.35
Bid Total		256,538.35
Award by Vendor		$256,538.35
City		Argyle, TX

I

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	February 23, 2021	**Council Priority**	Fiscal Responsibility
Department	Central Stores		
Contact	Trent Davis Purchasing Agent		

Agenda Caption

CONSIDER AWARD –Black Decorative Street Lights for Downtown Projects

Techline $99,409.00

Agenda Item Summary

These items are to be considered for award of the Black Decorative Street Lights for Downtown Projects. These lights are stocked as inventory at the City's Central Stores Facility and will be issued to various entities as needed.

Requested Action

Consider approval of the award for the Black Decorative Street Lights for Downtown Projects.

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. 6974 DECORATIVE STREET LIGHTS FOR DOWNTOWN
Opened 4:00 p.m. February 1, 2021

To be awarded as one lot		TECHLINE, INC
Line 1 Special Color Fixture Street Lights, Red Wine Color for WTAMU Project, per specifications		
40 ea		
Unit Price	$1,265.000	
Extended Price		50,600.00
Line 2 Special Color Bracket, per specifications		
20 ea		
Unit Price	$300.000	
Extended Price		6,000.00
Line 3 Special Color Pole, per specifications		
20 ea		
Unit Price	$2,040.000	
Extended Price		40,800.00
Line 4 One Time Charge for Paint Gun Setup, per specifications		
1 ea		
Unit Price	$1,250.000	
Extended Price		1,250.00
Line 5 Ancor Bolt Set, per specifications		
20 ea		
Unit Price	$37.950	
Extended Price		759.00
Bid Total		99,409.00
Award by Vendor		$99,409.00
City		Austin, TX

5

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	February 23, 2021	**Council Priority**	Public Safety
Department	Public Health		
Contact	Casie Stoughton		

Agenda Caption

Consideration – Acceptance of RLSS-Local Public Health Services Grant
Grant Amount : $223,488 over two years
Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from September 1, 2021 thru August 31, 2023 to continue funding for the Infectious Disease Surveillance in the Public Health Department.

Agenda Item Summary

Contractor shall continue the RLSS-Regional and Local Services Grant. This grant provides for an STD Nurse, Disease Intervention Specialist, and Administrative Support Clerk for the sexually transmitted disease program.

Requested Action

Accept grant award.

Funding Summary

Funding provided by the Texas Department of State Health Services.

Community Engagement Summary

Patients testing positive for an STD receive partner elicitation services to confidentially test and treat partners, as a tool to reduce STDs in our community.

Staff Recommendation

Staff recommend acceptance of this grant.

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: City of Amarillo

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	$140,226	$140,226	$0	$0	$0	$0
B. Fringe Benefits	$62,373	$62,373	$0	$0	$0	$0
C. Travel	$464	$464	$0	$0	$0	$0
D. Equipment	$0	$0	$0	$0	$0	$0
E. Supplies	$2,536	$2,536	$0	$0	$0	$0
F. Contractual	$0	$0	$0	$0	$0	$0
G. Other	$2,448	$2,448	$0	$0	$0	$0
H. Total Direct Costs	$208,047	$208,047	$0	$0	$0	$0
I. Indirect Costs	$17,971	$15,441	$0	$0	$2,530	$0
J. Total (Sum of H and I)	$226,018	$223,488	$0	$0	$2,530	$0
K. Program Income - Projected Earnings	$0	$0			$0	

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	**$140,226**	**$140,226**	**Fringe Benefits**	**$62,373**	**$62,373**
	Travel	**$464**	**$464**	**Equipment**	**$0**	**$0**
	Supplies	**$2,536**	**$2,536**	**Contractual**	**$0**	**$0**
	Other	**$2,448**	**$2,448**	**Indirect Costs**	**$17,971**	**$17,971**

TOTAL FOR:	**Distribution Totals**	**$226,018**	**Budget Total**	**$226,018**

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

TEXAS Health and Human Services | Texas Department of State Health Services

FY 22/23 Request for Local Public Health Services Funds (LPHS)

Contents

1) Form A – Face Page
2) Contact Information Form
3) Project Service Delivery Plan
4) Template – FY22/23 LPHS Project Service Delivery Plan/Quarterly and Final Performance Report
5) Categorical Budget Summary and Detail

Contract documents are due to DSHS on or before February 18, 2021 by COB @ via email to LocalPHTeam@dshs.texas.gov

Please reference your entity's name in the subject line of your email.

(Example: [Entity's Name], FY22/23 RLSS/LPHS)

Please contact your contract manager at (512) 776-2181 for assistance in completing the FY22/23 RLSS/LPHS contract documents.

TEXAS Health and Human Services | Texas Department of State Health Services

FY 22/23 Local Public Health Services

FORM A - FACE PAGE

RESPONDENT INFORMATION

1) LEGAL NAME: City of Amarillo

2) MAILING Address Information (include mailing address, street, city, county, state and zip code):

1000 Martin Rd, Amarillo TX 79107

3) PAYEE Mailing Address (if different from above):

Same as above

4) Federal Tax ID No. (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) or if an individual, **Social Security Number** (9 digit) : 17560004446014

*The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

5) TYPE OF ENTITY (check all that apply):

- ☒ City
- ☐ Regions/Counties/LHD
- ☐ Other Political Subdivision
- ☐ State Agency
- ☐ Indian Tribe
- ☐ Nonprofit Organization*
- ☐ For Profit Organization*
- ☐ HUB Certified
- ☐ Community-Based Organization
- ☐ Minority Organization
- ☐ Faith-based Organization
- ☐ Individual
- ☐ FQHC
- ☐ State Controlled Institution of Higher Learning
- ☐ Hospital
- ☐ Private
- ☐ Other (specify): _____

*If incorporated, provide 10-digit charter number assigned by Secretary of State:

6) COUNTIES OR REGION SERVED BY PROJECT: **Potter/Randall**

See attached County/Region list.

7) PROJECT CONTACT PERSON	CHECK FUNDING APPLYING FOR:
Name: Casie Stoughton 806.378.6321 806.378.6307 casie.stoughton@amarillo.gov	☐ **LPHS** $___223,488_____

The facts affirmed by me in this application are truthful and I warrant that the applicant is in compliance with the assurances and certifications attached in **FORM E,** and will provide services in accordance with **25 Texas Administrative Code, §§37.51-37.65.** This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.

8) AUTHORIZED REPRESENTATIVE (***Person authorized to sign Contract***)	**9) DATE**
Name: Kevin Starbuck Title: Deputy City Manager Phone: 806.378.3077 Fax: E-mail: kevin.starbuck@amarillo.gov	

GENERAL INSTRUCTIONS FOR THE FACE PAGE

This form provides basic information about the applicant and the proposed project with the Department of State Health Services (DSHS), including the name of the authorized representative. It is the cover page of the proposal and is required to be completed. **DSHS Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the applicant's proposal.

1) **LEGAL NAME** - Enter the legal name of the applicant.

2) **MAILING ADDRESS INFORMATION** - Enter the applicant's complete street and mailing address, city, county, state, and zip code.

3) **PAYEE MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with applicant to receive payment for services rendered by applicant and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4) **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

5) **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.

   HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Texas Building and Procurement Commission or another entity.

   MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.

   If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

6) **COUNTIES SERVED BY PROJECT** - Enter the proposed counties or region to be served by the project.

7) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the proposed project.

8) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the applicant and authorized to sign contract. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.

9) **DATE** - Enter the date this form is completed.

TEXAS Health and Human Services | Texas Department of State Health Services

FY 22/23 Local Public Health Services

Division for Regional and Local Health Operations
Program Contact Information
Contract Term: September 1, 2021 through August 31, 2023

Legal Name of Applicant: [redacted]

This form provides information about appropriate program contacts in the applicant's organization. If any of the contact information changes during the term of the contract, please send written notification to the Regional and Local Health Service & Compliance Branch, Mail Code 1990, P.O. Box 149347, Austin, TX 78714 or email to ***LocalPHTeam@dshs.state.tx.us*** .

Director

Contact:	Casie Stoughton	**Mailing Address (street, city, county, state, & zip):**
Title:	Director	1000 Martin Rd, Amarillo TX 79107
Phone:	8063786320	
Fax:	8063786307	
E-mail:	casie.stoughton@amarillo.gov	

Financial Manager

Contact:	Casie Stoughton	**Mailing Address (street, city, county, state, & zip):**
Title:	Director	1000 Martin Rd, Amarillo TX 79107
Phone:	8063786320	
Fax:	8063786307	
E-mail:	casie.stoughton@amarillo.gov	

Contract Coordinator

Contact:	Casie Stoughton	**Mailing Address (street, city, county, state, & zip):**
Title:	Director	1000 Martin Rd, Amarillo TX 79107
Phone:	8063786320	
Fax:	8063786307	
E-mail:	casie.stoughton@amarillo.gov	

Additional Staff

Contact:	Carol Hil	**Mailing Address (street, city, county, state, & zip):**
Title:	Assistant Director	1000 Martin Rd, Amarillo TX 79107
Phone:	8063786327	
Fax:	8063786307	
E-mail:	carol.hill@amarill.gov	

Additional Staff

Contact:	Andrea Kubitscheck	**Mailing Address (street, city, county, state, & zip):**
Title:	STD/HIV Program Manager	1000 Martin Rd, Amarillo TX 79107
Phone:	8063786329	
Fax:	8063786306	
E-mail:	andrea.kubitscheck@amarillo.gov	

FY 22/23 Request for Local Public Health Services Funds
Project Service Delivery Plan

Texas Department of State Health Services

Local Health Entity: _City of Amarillo_____

Contract Term: September 1, 2021 through August 31, 2023

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: ***Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.***

1. High rates of sexually transmitted diseases in Potter and Randall Counties.
2. The communication of the Public Health Information and available services to local residents.
3. Patient interview and partner identification for patients with sexually transmitted diseases.

Essential Public Health Service(s): ***List the EPHS(s) that will be provided or supported with LPHS Contract funds***

1. Monitor health status
2. Diagnose and investigate
3. Inform, educate, and empower
4. Mobilize partnerships
5. Develop policy and plans
6. Enforce laws and regulations
7. Link people to needed health services
8. Assure a competent workforce
9. Evaluate effectiveness

Objective(s): ***List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)***

1.1 Provide contact investigation to persons reported to be infected with gonorrhea and/or chlamydia in Potter and Randall Counties with a partner index of at least 1 per interviewed case.
1.2 Interview 80% of Gonorrhea and Chlamydia cases within 7 days.
1.3 Provide contact investigations to persons reported to be infected with early syphilis and/or HIV in Potter and Randall Counties with a partner index of 2 and a cluster index of 1.
1.4 Interview 85% of early syphilis cases and newly diagnosed HIV cases within 3 days.
1.5 80% of initiated partners to gonorrhea and/or chlamydia will be presumptively treated, treated for an infection, or previously treated for the investigated infection.
1.6 Test 95% of all STD Clinic clients for syphilis and HIV during the initial visit.

Performance Measure: ***List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.***

1.1 Utilize STD MIS Case Management Report to evaluate partner index for persons reported to be infected with gonorrhea and/or chlamydia.
1.2 Utilize STD MIS Case Management Report to evaluate if 80% of and Chlamydia cases were interviewed within 7 days.
1.3 Utilize STD MIS Case Management Report to evaluate partner index of 2 and cluster index of 1 for persons reported to be infected with early syphilis and/or HIV in Potter and Randall Counties.
1.4 Utilize STD MIS Case Management Report to evaluate if 85% of early syphilis cases and newly diagnosed HIV cases were interviewed within 3 days.
1.5 Utilize STD MIS Case Management Report to evaluate if 80% of initiated partners to gonorrhea and/or chlamydia were presumptively treated, treated for an infection, or previously treated for the investigated infection.
1.6 Utilize reported clinic numbers to evaluate if 95% of all STD Clinic clients were tested for syphilis and HIV during the initial visit.

Activities *List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.*	**Evaluation and Improvement Plan** *List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.*	**Deliverable** *Describe the tangible evidence that the activity was completed.*
1.1 The STD Disease Intervention Specialist (DIS) will investigate cases of Gonorrhea and/or Chlamydia reported in Potter and Randall Counties and maintains a partner index of 1. 1.2 The DIS will perform an original interview on 80% of assigned Chlamydia and gonorrhea cases within seven (7) days. 1.3 The DIS will perform contact investigations on assigned early syphilis and HIV cases, and maintain a partner index of two (2) and a cluster index of one (1). 1.4 The DIS will perform an original interview on 85% of assigned early syphilis and HIV cases	1.1 Utilize STD MIS Case Management Report to evaluate partner index for persons reported to be infected with gonorrhea and/or chlamydia. 1.2 Utilize STD MIS Case Management Report to evaluate if 80% of and Chlamydia cases were interviewed within 7 days. 1.3 Utilize STD MIS Case Management Report to evaluate partner index of 2 and cluster index of 1 for persons reported to be infected with early syphilis and/or HIV in Potter and Randall Counties. 1.4 Utilize STD MIS Case Management Report to evaluate if 85% of early syphilis cases and newly diagnosed HIV cases were interviewed within 3 days. 1.5 Utilize STD MIS Case Management Report to evaluate	1.1 STM MIS Case Management Report will be obtained through STD MIS and utilized to evaluate goal attainment. 1.2 STM MIS Case Management Report will be obtained through STD MIS and utilized to evaluate goal attainment. 1.3 STM MIS Case Management Report will be obtained through STD MIS and utilized to evaluate goal attainment. 1.4 STM MIS Case Management Report will be obtained through

within three (3) days. 1.5 The DIS will ensure that 80% of initiated sex partners to gonorrhea and Chlamydia cases will be given presumptive treatment, treated for a known infection, or have indication of previous treatment. 1.6 95% of initial patients who are seen in the STD clinic will be tested for HIV and syphilis.	if 80% of initiated partners to gonorrhea and/or chlamydia were presumptively treated, treated for an infection, or previously treated for the investigated infection. 1.6 Utilize reported clinic numbers to evaluate if 95% of all STD Clinic clients were tested for syphilis and HIV during the initial visit.	STD MIS and utilized to evaluate goal attainment. 1.5 STM MIS Case Management Report will be obtained through STD MIS and utilized to evaluate goal attainment. 1.6 Clinic numbers will be obtained from STD RNs and will be utilized to evaluate goal attainment

The following **EXAMPLE** of a Service Delivery Plan is offered as a guide for completing the table to address your specific public health issue(s).

Public Health Issue: ***Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.***

The local community lacks an accurate assessment of the local public health system in order to strategically plan and improve the essential public health services provided in the community.

Essential Public Health Service(s): ***List the EPHS(s) that will be provided or supported with LPHS Contract funds***

EPHS (9) Evaluate effectiveness, accessibility and quality of personal and population-based health services

Objective(s): ***List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)***

Objective 1.1 By the end of the 2nd quarter FY18, all LHD's funded through LPHS Contract dollars, will have conducted the CDC National Public Health Performance Standards Local Public Health System Performance Assessment Instrument (LPHSPAI).

Example Table

Performance Measure: ***List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.***

Performance Measure – Based on LPHSPAI results, local health departments will submit a draft Service Delivery Plan to be completed by end of 3rd Quarter FY18.

Activities *List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.*	**Evaluation and Improvement Plan** *List the standard and describe how it is used to evaluate the activities conducted.*	**Deliverable** *Describe the tangible evidence that the activity was completed.*
1.1.1 Participate in training offered by the state. 1.1.2 Identify necessary partners who will take part in conducting the LPHSPAI instrument. 1.1.3 Conduct LPHSPAI with identified partners. 1.1.4 Submit LPHSPAI data to the CDC for processing. 1.1.5 Gather CDC generated report on local assessment.	1.1.1 LHD's will plan and implement the LPHSPAI instrument in the designated communities no later than March 31st, 2018. 1.1.2 LPHSPAI results will be incorporated into the FY18 Service Delivery Plans.	1.1.1 LPHSPAI data analysis report will be obtained from CDC.

K

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	February 23, 2021	**Council Priority**	Public Safety
Department	Public Health		
Contact	Casie Stoughton, Director of Public Health		

Agenda Caption

Consider – Hansen's Grant
Grant Amount: $18,500
Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from April 1, 2021 thru March 31, 2022 to continue funding to prevent and control the transmission of Hansen's Disease.

Agenda Item Summary

The public health department will continue Hansen's treatment and control activities including testing, treatment, management of active cases and contacts, and community education.

Requested Action

Accept grant award.

Funding Summary

This grant is provided by the Texas Department of State Health Services.

Community Engagement Summary

Patients seen through the Public Health Department are tested and treated for Hansen's Disease

Staff Recommendation

Staff recommend acceptance of this grant.

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: City of Amarillo

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Primary Nurse -Vacant E	Y	To provide primary nurse case management and routine care to HD patients. This position will serve as the primary liasion between the physician and patient, will perform patient assessments, and implement doctor's orders.	0.1	RN	$4,202.36	12	$5,043
Program Manager - Laci Scott	N	To provide program oversight, ensure prompt reporting, and fulfill administrative requirements of the HD program.	0.02	NA	$4,816.50	12	$1,156
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							$0
					SalaryWage Total		$6,199

FRINGE BENEFITS — Itemize the elements of fringe benefits in the space below:

Health Insurance - 19.76%
Life – 0.04%
Social Security Medicare – 1.45%
Social Security OASDI – 6.20%
TMRS – 12.44%

	Fringe Benefit Rate %	40.73%

Revised: 7/6/2009

	Fringe Benefits Total	$2,525

FORM A – Respondent Information Page

HIV Prevention Services Contract Calendar Year 2022

This form requests basic information about the respondent and project, including the signature of the authorized representative. The face page is the cover page of the proposal and must be completed in its entirety.

RESPONDENT INFORMATION

1) LEGAL BUSINESS NAME: City of Amrillo Public Health

2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): **Check if address change** ☐

1000 Martin Rd, Amarillo TX 79107

3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above): **Check if address change** ☐

Same as above

4) DUNS Number (9-digit) required if receiving federal funds: 065032807

5) Federal Tax ID No. (9-digit), **State of Texas Comptroller Vendor ID Number** (14-digit) or **Social Security Number** (9-digit): 756000444 mail code 014

The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

6) TYPE OF ENTITY (check all that apply):

- ☒ City
- ☐ County
- ☐ Other Political Subdivision
- ☐ State Agency
- ☐ Indian Tribe
- ☐ Nonprofit Organization*
- ☐ For Profit Organization*
- ☐ HUB Certified
- ☐ Community-Based Organization
- ☐ Minority Organization
- ☐ Faith Based (Nonprofit Org)
- ☐ Individual
- ☐ Federally Qualified Health Centers
- ☐ State Controlled Institution of Higher Learning
- ☐ Hospital
- ☐ Private
- ☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

7) PROPOSED BUDGET PERIOD: **Start Date:** ***4/1/2021*** **End Date:** ***3/31/2022***

8) REGION/COUNTIES SERVED BY PROJECT: Potter and Randall

8a) IDENTIFY HIV SERVICE DELIVERY AREA(S) SERVED:

9) TOTAL AMOUNT OF FUNDING REQUESTED: 18,500

10) PROJECTED EXPENDITURES

Does the respondent's projected federal expenditures exceed $750,000, or its projected state expenditures exceed $750,000, for respondent's current fiscal year (excluding amount requested in line 9 above)? **

Yes ☒ No ☐

***Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.*

11) PROJECT CONTACT PERSON

Name: Casie Stoughton
Phone: 806.378.6321
Fax: 806.378.6307
Email: casie.stoughton@amarillo.gov

12) FINANCIAL OFFICER

Name: Laura Storrs
Phone: 806.378.6207
Fax:
Email: laura.storrs@amarillo.gov

The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the RFA terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFA requirements unless specifically noted on the Respondent Information and Disclosure Form. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.

13) AUTHORIZED REPRESENTATIVE **Check if change** ☐

Name: Kevin Starbuck
Title: Deputy City Manager
Phone: 806.378.3077
Fax:
Email: kevin.starbuck@amarillo.gov

14) SIGNATURE OF AUTHORIZED REPRESENTATIVE

15) DATE

FORM A: Respondent Information Page Instructions

This form provides basic information about the respondent and the proposed project with the Health and Human Services Commission (HHSC), including the signature of the authorized representative. It is the cover page of the proposal and is required to be completed. Signature affirms the facts contained in the respondent's response are truthful and the respondent is in compliance with the RFA terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFA requirements unless specifically noted on the Respondent Information and Disclosure Form and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the Face Page form and return with the respondent's proposal.

1) **LEGAL BUSINESS NAME** - Enter the legal name of the respondent.
2) **MAILING ADDRESS INFORMATION** - Enter the respondent's complete physical address and mailing address, city, county, state, and 9 digit zip code.
3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with respondent to receive payment fo services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name an mailing address, including 9-digit zip code, if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor wh will be receiving payments.
4) **DUNS Number** – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. This number is required if receivin **ANY** federal funds and can be obtained at: http://fedgov.dnb.com/webform
5) **FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER** - Enter th Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit) *The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as its vendo identification number for the contract, may result in the social security number being made public via state open records requests.
6) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State a http://www.sos.state.tx.us/corp/businessstructure.shtml and/or the Texas State Comptroller a https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.
   Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (http://www.window.state.tx.us/procurement/prog/hub/)
   State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii
   Institutions of Higher Education as defined by §61.003 of the Education Code.
   Minority Organization is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.
7) **PROPOSED BUDGET PERIOD** - The budget period for this proposal. Budget period is defined in the RFA.
8) **REGION/COUNTIES SERVED BY PROJECT** - Enter the Region and proposed target counties to be served by the project.

8A) **IDENTIFY HIV SERVICE DELIVERY AREA(S) SERVED:** Enter the HIV Service Delivery Areas that will be served.

9) **TOTAL AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from HHSC for proposed project activities (nc including possible renewals).
10) **PROJECTED EXPENDITURES** - If respondent's projected federal expenditures exceed $750,000 or its projected state expenditure exceed $750,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).
11) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.
12) **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of th proposed project.
13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent th respondent. Check the "Check if change" box if the authorized representative is different from previous submission to HHSC.
14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the respondent must sign in this blank.
15) **DATE** - Enter the date the authorized representative signed this form.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

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Meeting Date	February 23, 2021	**Council Priority**	Fiscal Responsibility
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

CONSIDER AWARD – Contract for Randall County to Assess and Collect City of Amarillo Taxes
Randall County – Annual fee based on prior year costs
This contract is for assessment and collection of City of Amarillo taxes and will remain in effect indefinitely. Either party has the right to terminate the contract with proper notice.

Agenda Item Summary

This contract for assessment and collection of taxes with Randall County is an ongoing contract that will remain in effect indefinitely. Randall County has historically been assessing and collecting City of Amarillo taxes. This new contract was prompted by Randall County to update the existing contract in place for a change in the County Judge.

Requested Action

Council consideration and approval of the contract.

Funding Summary

Funding for assessment and collection of taxes is included annually in the City's budget.

Community Engagement Summary

N/A

Staff Recommendation

Staff's recommendation is for City Council's approval of the contract.

CONTRACT FOR RANDALL COUNTY TO ASSESS AND

COLLECT CITY OF AMARILLO TAXES

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF RANDALL §

That on this the date set forth below herein, THE COUNTY OF RANDALL, TEXAS acting by and through its Commissioners Court, with the full knowledge, approval, and on behalf of its duly and legally elected Tax Assessor-Collector after ratification hereof in regularly scheduled open meeting, (hereinafter called "The County") and The City of Amarillo, Texas, home rule municipal corporation, acting by and through its duly elected City Council in open session (hereinafter called "The City") do hereby enter into the following contract each with the other.

PURPOSES: For the term of this contract, the parties intend to and do hereby consolidate all of the duties, actions, and steps of assessing and collecting property taxes for The City and The Amarillo Hospital District in one agency and entity, under Chapters 26, 31, 32, and 33 of the Texas Property Tax Code.

STATUTORY AUTHORITY: The Statutory Authority for the making of this contract by and between the above named and undersigned parties is found in Section 6.24 of the Texas Property Tax Code, and Chapter 791, Government Code.

EFFECTIVE TERM: This contract shall commence the date the last signature is affixed and end when both parties mutually agree; provided however that The City and The Amarillo Hospital District shall have the right to terminate this agreement by giving ninety (90) days written notice of their desire and intention to terminate this agreement, and The County may terminate only on July 1, if prior notice of one year is given.

SERVICES TO BE PERFORMED BY THE COUNTY: The County agrees and contracts to collect current ad valorem taxes for The City on property in Randall County that The City is entitled by law to collect, based on and assessed against real and personal property by virtue of the Constitution and Statues of Texas. The County shall also collect delinquent taxes on property located in Randall County for The City and The Amarillo Hospital District.

The City may appoint an employee to calculate and publish its effective tax rate or they may appoint the Randall County Tax Assessor-Collector to calculated and publish the effective tax rate. The City will pay for any publication costs, as required by state law, at the rate currently charged by the publication. The City will provide information requested by The County regarding the calculation and publication of its effective tax rate.

Further, The County shall maintain all the property and appropriate files regarding tax accounts and records pertaining to current and delinquent ad valorem property taxes regarding The City and The Amarillo Hospital District residents and property owners and property in Randall County in the same manner and with the same diligence in its records and performances that The County now follows in its own policies regarding the

collection of its own ad valorem taxes. At all times during office hours The City shall be entitled to inspect, or have audited, all its tax records being retained and serviced by The County.

Further, The County shall perform and cooperate with The City and The Amarillo Hospital District in all of the other activities necessitated by this contract in order to promptly and efficiently perform and consummate the same, just as though The County were engaged in the assessing and collecting its own taxes.

The City and The Amarillo Hospital District authorizes The County to choose a delinquent tax attorney to represent The City and The Amarillo Hospital District in the collection of delinquent taxes and hereby consents in the selection of attorney by The County as required by Section 6.30(b), of The Texas Property Tax Code. The City and The Amarillo Hospital District will be covered under The County's contract with the delinquent tax attorney and will receive the same fee schedule as The County under that contract.

Further, tax refunds shall be made from available collections by The County after notification of change by the Potter-Randall Appraisal District and The City and The Amarillo Hospital District will be furnished the details on the monthly reports required by this contract.

If a taxpayer applies to The County Tax Collector for a refund of an overpayment or erroneous payment of taxes and the collector determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available tax collections or from funds appropriated by the unit for making

refunds. However, the collector may not make the refund unless the governing body of the taxing unit that employs the collector also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds $2, 500.

If a refund is not claimed within three (3) years after the date of payment, the taxpayer waives the right to the refund. The governing body of the taxing unit may extend the deadline provided by Section 31.11 (c-1) for a single period not to exceed two (2) years on a showing of good cause by the taxpayer. If refunds are not claimed during the allotted time frame, The County will refund the pro-rata share of the refund to The City.

TAX RATE: The City shall adopt a tax rate for the current tax year and shall notify the assessor for the unit of the rate adopted before the later of September 30 or the 60th day after the date the certified appraisal roll is received by the taxing unit.

PAYMENT IN CONSIDERATION FROM THE CITY TO THE COUNTY:

The City and The Amarillo Hospital District agree to pay The County a fee each year of this contract which will be determined annually on actual prior years cost as consideration for the performance by The County of this contract. It is agreed that this is a reasonable method to determine the annual fee for collecting and/or assessing the ad valorem taxes of The City and The Amarillo Hospital District.

The County agrees to inform The City and The Amarillo Hospital District of the annual fee for the next fiscal year no later than May 15 each year. The City and The

Amarillo Hospital District agree to pay the annual collection fee on or before February 15 of each year.

ROLLBACK ELECTION: In the event an election by the voters of the taxing unit under Section 26.08 of the Texas Property Tax Code requires the tax rate of The City be rolled back, The City agrees to pay The County all costs involved in administering such rollback. These costs will be in addition to any other consideration set out herein and will be paid by The City to The County at such time as such costs are incurred.

LATE ADOPTION OF TAX RATE: In the event The City has not adopted a tax rate and delivered notification of such rate to The County in the manner prescribed by law by Sections 26.05 and 31.01(h) of the Texas Property Tax Code, The City agrees to pay The County, as additional compensation, the actual cost of preparing and mailing the tax statements of The City. These additional costs shall include, but not be limited to, postage, computer programming, paper, outsourcing and employees' time.

SPLIT PAYMENT/DISCOUNT: The parties hereto agree that the split/discount payment options as provided in Section 31.03/31.05 of the Texas Property Tax Code of the State of Texas, will not be granted and that no split/discount payments of The City taxes will be accepted.

PARTIAL PAYMENTS: The parties hereto agree that partial payments for both current and delinquent taxes as provided in Section 31.07 and Section 33.02 of the Texas Property Tax Code of the State of Texas, are authorized for taxes collected hereunder.

ADDITIONAL COSTS: In the event The City or The Amarillo Hospital District requests programs or reports, in addition to those being presently furnished The City and The Amarillo Hospital District by The County, The City and The Amarillo Hospital District agree to pay The County its actual costs, including programming costs, for preparing and furnishing such programs and reports.

DELIVERY OF THE CITY FUNDS: The taxes of a taxing unit that are collected by the county collector shall be deposited daily in the unit's depository, unless the governing body of that unit by official action provides that those deposits may be made less often than daily. The City and The Amarillo Hospital District funds held by The County will be collateralized as required by Chapter 2256, Government Code. The City agrees a deposit will be made to The City account when accumulated collections exceed $1,000 or at a minimum of once a month.

ACCEPTABLE METHODS OF PAYMENT BY TAXPAYERS: The County agrees to accept as payment from taxpayers United States currency or a check or money order and shall accept payment by credit card or electronic funds transfer. The County is not required to accept checks from taxpayers who have previously given insufficient funds checks or payments rejected by a financial institution to The County.

REPORTS: The County will furnish The City and The Amarillo Hospital District with collection reports listed in Appendix A.

IN WITNESS WHEREOF, the parties hereto have executed this contract on this _____ day of _____, 2021 in Randall Counties, Texas, same being signed by those parties and officers hereunto duly authorized by law to bind both of the parties hereto.

CITY OF AMARILLO, TEXAS

By: _____
Jared Miller
City Manager
City of Amarillo

RANDALL COUNTY, TEXAS

By: _____
Christy Dyer
Randall County Judge

By: _____
Christina McMurray
County Tax Assessor-Collector

ATTEST:

_____
Frances Hibbs
City Secretary
City of Amarillo

_____
Susan Allen
Randall County Clerk

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

4

Meeting Date	February 23, 2021	**Council Priority**	Fiscal Responsibility
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

CONSIDER AWARD – Contract for Randall County to Assess and Collect Public Improvement District (PID) Taxes
Randall County – Annual fee based on prior year costs
This contract is for assessment and collection of PID taxes and will remain in effect indefinitely. Either party has the right to terminate the contract with proper notice.

Agenda Item Summary

This contract for assessment and collection of taxes with Randall County is an ongoing contract that will remain in effect indefinitely. Randall County has historically been assessing and PID taxes. This new contract was prompted by Randall County to update the existing contract in place for a change in the County Judge.

Requested Action

Council consideration and approval of the contract.

Funding Summary

Funding for assessment and collection of taxes is included annually in the PID budgets.

Community Engagement Summary

N/A

Staff Recommendation

Staff's recommendation is for City Council's approval of the contract.

CONTRACT FOR RANDALL COUNTY TO COLLECT AND ASSESS THE PUBLIC IMPROVEMENT DISTRICT TAXES

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF RANDALL §

That on this the date set forth below herein, THE COUNTY OF RANDALL, TEXAS, acting by and through its Commissioners Court, with the full knowledge, approval and on behalf of its duly and legally elected Tax Assessor-Collector, ("County") and City of Amarillo, Texas, a home rule municipal corporation, acting by and through its City Council in open session ("City") do hereby enter into the following contract.

PURPOSES: For the term of this contract, the parties intend to and do hereby consolidate all the duties, actions, and steps of assessing and collecting property taxes for The District under Chapters 26, 31, 32, and 33 of the Texas Property Tax Code. The City is also obligated to collect Public Improvement District ("PID") assessments for the Public Improvement Districts listed in Exhibit A, attached hereto and by this reference made a part of this Contract, but City does not have the resources to collect the PID assessments. The parties therefore agree that County will collect the PID assessments along with the City's tax assessments.

STATUTORY AUTHORITY: The Statutory Authority for the making of this contract by is found in Chapter 791, Government Code and in Section 372.015, Local Government Code.

EFFECTIVE TERM: This contract shall commence the date the last signature is affixed and end when both parties mutually agree; provided however that The City shall have the right to terminate this agreement by giving ninety (90) days written notice of their desire and intention to terminate this agreement, and The County may terminate only on July 1, if prior notice of one year is given.

SERVICES TO BE PERFORMED BY THE COUNTY: The County agrees and contracts to collect PID assessments for the City on the PIDs listed in Exhibit A, which the City is entitled by law to collect.

The County shall maintain all the property and appropriate files regarding PID accounts and records pertaining to current assessments regarding the PIDs residents in the same manner and with the same diligence in its records and performances that the County now follows in its policies regarding the collection of ad valorem taxes. At all times during office hours the City shall be entitled to inspect, or have audited, all the PID records being retained and serviced by the County.

The County shall perform and cooperate with the City in all the other activities necessitated by this Contract in order to promptly and efficiently implement and perform the same, just as though the County were collecting its own funds. This will include furnishing information required by the City for the City's completion of reports. The City will pay for any publication costs, as required by state law.

ASSESSMENTS TO BE FURNISHED BY THE CITY TO THE COUNTY: The City agrees to establish annually, by ordinance, the assessment for each PID listed in Exhibit A, showing the total

dollar amount and amount by type of property of the assessment for each PID and to furnish a copy of the ordinance to the County by August 15 of each year. The City shall also provide County with an assessment roll listing every property account in the PID and the amount owed by said account at the same time.

PAYMENT OF CONSIDERATION FROM THE CITY TO THE COUNTY: The City agrees that the payment for the performance of the services to be performed by the County under this contract will be made from current revenues available to the City. The City agrees to pay the County $8.00 per account number for collection of PID assessments on or before October 1, of each year this Contract is in effect as consideration for the services performed by the County under this Contract. City further agrees to pay to County a one-time system programming fee for each new PID added to Exhibit A pursuant to paragraph 13 below or any changes to assessment and collection of existing PID's, payment to be made within 30 days after receipt of County's invoice for the system programming fee.

PROPERTY OWNER PAYMENTS: Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

DELINQUENT ASSESSMENT: Assessments become delinquent if not paid prior February 1st and shall incur interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.

DELIVERY OF THE CITY FUNDS: All funds collected for the City will be deposited daily in the

City's depository. Less frequent deposits may be authorized by the City in writing. City funds held by the County will be collateralized as required by Chapter 2256, Government Code.

ACCEPTABLE METHODS OF PAYMENT BY PROPERTY OWNERS: The County agrees to accept, as payment from property owners, cash, checks or payment cards except the County is not required to accept checks from property owners who have previously given insufficient fund checks to the County. Payment card payments will be subject to a surcharge.

PARTIAL PAYMENTS: The parties hereto agree that partial payments for both current and delinquent taxes, as provided in Sections 31.07 and 33.02 of the Texas Property Tax Code, are authorized for taxes collected hereunder.

REPORTS: The County will furnish the City with the following collection information: Total assessment amounts; Total collections; Total delinquencies; and Delinquency aging reports.

TERMINATION: The City may terminate this Contract at any time with 30 days notice to County. County may terminate only on July 1, if prior notice of one year is given.

AMENDMENTS/ADDITIONS/DELETIONS: This Contract may be amended or modified in writing by the mutual agreement of the parties. Exhibit A to the Contract may be modified by the City or the county by April 1 of each year to add PIDs to or delete PIDs from the Exhibit by City providing County a copy of the City's Resolution creating a new PID or a copy of its Resolution dissolving an existing PID.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this _____day of _____ 2021, being signed by those parties and officers hereunto duly authorized by law to bind both of the parties hereto.

CITY OF AMARILLO

By: _____
Jared Miller, City Manager

ATTEST:

_____
Frances Hibbs, City Secretary

RANDALL COUNTY, TEXAS

By: _____
Christy Dyer
Randall County Judge

By: _____
Christina McMurray
Randall County
Tax Assessor-Collector

By: _____
Susan Allen
Randall County Clerk

EXHIBIT A

The Colonies PID

The Greenways at Hillside PID

Heritage Hills PID

Pinnacle PID

Town Square PID

Tutbury PID

Amarillo City Council
Agenda Transmittal Memo

A

Meeting Date	February 23, 2021	**Council Priority**	Public Safety
Department	Amarillo Police Department (APD)		
Contact	Kevin Starbuck, Deputy City Manager and Lt. Shane Chadwick (APD)		

Agenda Caption

CONSIDER RESOLUTION AUTHORIZING THE CITY OF AMARILLO TO SUBMIT THE FY2022 GRANT APPLICATION FOR THE PROJECT SAFE NEIGHBORHOOD PROGRAM (PROJECT 4088002)
(Contact: Kevin Starbuck, Deputy City Manager and Lt. Shane Chadwick, APD)
This resolution authorizes the City of Amarillo to submit project 4088002 Regional Real Time Crime Center to the Office of the Governor through the FY2022 Project Safe Neighborhood grant program. The project application is in the amount of $105,000 for equipment.

Agenda Item Summary

The resolution authorizes the City of Amarillo Deputy City Manager to submit project 4088002 Regional Real Time Crime Center to the Office of the Governor in the amount of $105,000 from the FY2022 Project Safe Neighborhood grant program. The purpose of the project is to assist in investigations of violent crimes. The project will fund equipment to support the APD Crime Investigation Unit.

Requested Action

Approve the resolution authorizing the City of Amarillo to submit the FY2022 grant application for the Project Safe Neighborhood program (project 4088002).

Funding Summary

The grant project application is in the amount of $105,000. No matching funds are required for this project. The project will be managed by APD.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the resolution, authorizing the Deputy City Manager to submit the project application to the Office of the Governor.

2/8/21-bsm

RESOLUTION NO._____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING THE SUBMISSION OF THE FY2022 GRANT APPLICATION FOR THE PROJECT SAFE NEIGHBORHOODS PROGRAM (PROJECT 4088002) AND DESIGNATING THE DEPUTY CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL; PROVIDING OTHER CLAUSES AND EFFECTIVE DATE

WHEREAS, the Office of the Governor, Public Safety Office, has solicited applications for the Project Safe Neighborhoods Grant Program for FY2022 for projects that are designed to create and foster safer neighborhoods through a sustained reduction in violent crime, including but not limited to, addressing criminal gangs and felonious possession and use of firearms; and

WHEREAS, the Amarillo Police Department (APD) Crime Investigation Unit identifies suspects and investigates crimes involving gun violence and felonious assault; and

WHEREAS, the City of Amarillo designates Deputy City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, the City of Amarillo is eligible to apply for and receive funding in the grant program; and

WHEREAS, the City intends to timely file an application pursuant to the Request for Applications; and

WHEREAS, the City Council finds it in the best interest of public safety, health, and welfare to apply for said grant funding as specified below;

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

Section 1. The City Council hereby approves the submission of the FY2022 grant application for the Project Safe Neighborhood Program (Project 4088002) to the Office of the Governor, on behalf of the City of Amarillo.

Section 2. This application shall be for funds in the amount of ONE HUNDRED and FIVE THOUSAND DOLLARS ($105,000.00) to assist in the identification of suspects relating to crimes involving gun violence and felonious assault. The project will fund related equipment to support the Regional Real Time Crime Center.

Section 3. Pursuant to the program requirements, the City Council now provides this assurance that, in the event of loss or misuse of said funds, these funds will be returned to the Office of the Governor in full.

Section 4. The Deputy City Manager is hereby designated as the City/grantee's authorized official to apply for, accept, reject, alter, or terminate the application and/or subsequent grant on behalf of the City.

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

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

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

PASSED AND APPROVED this 23rd day of February 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____

Bryan McWilliams, City Attorney

B

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	February 23, 2021	Council Priority	

Department	Legal	Contact Person	Bryan McWilliams, City Attorney

Agenda Caption

CONSIDER A RESOLUTION BY THE CITY OF AMARILLO, TEXAS ("CITY") APPROVING THE SURCHARGE RELATED TO DOCKET NO. 49831 SUBMITTED BY SOUTHWESTERN PUBLIC SERVICE COMPANY ON ABOUT DECEMBER 18, 2020; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES KNOWN AS THE ALLIANCE OF XCEL MUNICIPALITIES; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL

Agenda Item Summary

On December 18, 2020, Southwestern Public Service Company ("SPS") filed an application with the City and the Public Utility Commission of Texas ("Commission" or "PUC") for approval to implement a net surcharge arising from its most recent base-rate case, Docket No. 49831. The amount of SPS's proposed surcharge is $71 million and is to be implemented over a one-year period from April 1, 2021 through March 31, 2022.

SPS's application to approve a surcharge is in accord with the agreement the parties, including the Alliance of Xcel Municipalities ("AXM"), reached in Docket No. 46936 (the "Wind-Farm Case"). The Wind-Farm Case is the proceeding filed in 2017 where the PUC approved SPS's request to allow it to construct and operate the Hale and Sagamore wind facilities. In the Wind-Farm Case the parties agreed that in SPS's then-next general rate case, SPS could seek to implement the rates finally approved in that general rate case such that those rates would relate back to the 35th day after it filed its general rate case. That general rate case is Docket No. 49831, SPS's 2019 rate case.

In Docket No. 49831, the 35th day after filing is September 12, 2019. Docket No. 49831 was a settled case and as part of the settlement, the parties agreed to an increase in SPS's base-rate revenue of $88 million. The rates the PUC ultimately approved in Docket No. 49831 have an effective date of August 31, 2020.

On August 31, 2020, SPS began implementing the rates resulting from the PUC's final order approving the settlement in Docket No. 49831. Thus, pursuant to the parties' agreement, the surcharge period is the period from September 12, 2019 through August 31, 2020. The proposed surcharge allows SPS to recover revenues that it would have recovered if the rates approved in Docket No. 49831 had been in effect from September 12, 2019 through August 31, 2020.

Requested Action

Approve the Resolution for the Mayor's signature.

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented.

AMOUNT OF SURCHARGE PER CUSTOMER CLASS

SPS proposes that each customer class pay its share of the total $71 million surcharge as indicated in the table below. Note that while the surcharge in a net increase to rates, some customer classes will receive a rate decrease.

CITY OF AMARILLO
CITY MANAGER

Customer Class	Dollar Amount of Surcharge	Percentage Increase or Decrease
Residential	$30,328,815	13.19%
Small General	$2,336,733	10.51%
Secondary General	$11,604,397	10.14%
Primary General	$7,298,049	11.03%
Primary Standby	$35,130	*
SAS-4	$326,683	*
SAS-8	$25,427	*
Primary – Low Load Factor	$11,220	*
Large General – Transmission 69 kV	$3,218,463	*
Large General – Transmission 115 kV+	$15,004,152	*
Small Municipal and School	$(14,471)	(1.17%)
Large Municipal Service -- Secondary	$869,821	13.28%
Large Municipal Service – Primary	$84,061	7.51%
Large School Service -- Secondary	$(439,775)	(4.69%)
Large School Service -- Primary	$354	0.29%
Flood Lighting	$83,024	6.77%
Guard Lighting	$218,789	7.15%
SA -- 810	$867	*
Street Lighting	$554,079	11.75%
SA-805	$728	*
TOTAL	$71,546,546	

* The surcharge for these customer classes is based on individual customer calculations. For all other customer classes the surcharge is calculated as a percentage of each customer class's revenue.

The impact of SPS's proposed surcharge at varying levels of usage is shown in the table below. The average usage by for the Residential customer is about 1,000 kWh; the surcharge for a customer using 1,000 kWh per month is about $12.85 per month, which equates to an increase of about 11.56% in the customer's bill.

SUMMER - Base Rates Only - Excludes Cost of Fuel				
kWh Usage	**Base-Rates Bill Pre-Surcharge**	**Percentage Surcharge**	**Base-Rates Bill With Surcharge**	**Amount of Surcharge**
500	$59.67	13.19%	$67.54	$7.87
750	$84.26	13.19%	$95.37	$11.11
1000	$108.85	13.19%	$123.20	$14.36
1250	$133.43	13.19%	$151.03	$17.60
1500	$158.02	13.19%	$178.86	$20.84
1750	$182.60	13.19%	$206.69	$24.09
2000	$207.19	13.19%	$234.52	$27.33
2250	$231.78	13.19%	$262.35	$30.57
2500	$256.36	13.19%	$290.18	$33.81
2750	$280.95	13.19%	$318.01	$37.06
3000	$305.54	13.19%	$345.84	$40.30
3250	$330.12	13.19%	$373.66	$43.54

3500	$354.71	13.19%	$401.49	$46.79
3750	$379.29	13.19%	$429.32	$50.03
4000	$403.88	13.19%	$457.15	$53.27

The table below shows the impact of the surcharge for a customer using 1,000 kWh in both the Winter months and the Summer months:

Residential - Winter Bill (1,000 kWh; including fuel charge)	**Without Surcharge**	**With Surcharge**	**Surcharge Amount**
	$104.16	$116.25	$12.09
Residential - Summer Bill (1,000 kWh; including fuel charge)	$121.35	$135.70	$14.36

REPRESENTATION

The law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) has previously represented the Alliance of Xcel Municipalities ("AXM") in rate matters involving SPS, including the recent cases, SPS's Wind-Farm Case and SPS's 2019 general rate case.

REVIEW OF SURCHARGE APPLICATION

RATE CASE EXPENSES

In ratemaking proceedings, including SPS's application for approval of a surcharge, Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. Thus AXM's rate-case expenses are reimbursable from SPS, who in turn recovers those rate case expenses from ratepayers. Legal counsel and consultants approved by the City submit monthly invoices to the City of Amarillo, and the City of Amarillo in turn makes those invoices available for review by any AXM city and forwards the invoice to SPS for reimbursement.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS AND COURT PROCEEDINGS, IF ANY

SPS filed its request for approval of a net surcharge related to Docket No. 49831 with the City on the same date it filed its application with the PUC. It is important to participate in the PUC's proceeding because its final decision may affect SPS's proposed surcharge. Thus, the accompanying Resolution authorizes intervention in proceedings at the PUC, including any appeal of the City's decision on rates.

RECOMMENDATION

AXM's Special Counsel recommends that the City:

1. Approve SPS's proposed surcharge related to Docket No. 49831 by no later than the end of February, 2021;
2. Intervene in the proceeding at the PUC, and related appeals, if any; and
3. Direct SPS to reimburse AXM's rate-case expenses on a monthly basis.

It is also recommended that the City continue its participation in AXM and that the City, through AXM, retain the law firm of Herrera Law & Associates, PLLC to represent the City's interest in matters related to SPS's surcharge application and to advise the City with regard to SPS's application.

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF AMARILLO, TEXAS ("CITY") APPROVING THE SURCHARGE RELATED TO DOCKET NO. 49831 SUBMITTED BY SOUTHWESTERN PUBLIC SERVICE COMPANY ON ABOUT DECEMBER 18, 2020; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES KNOWN AS THE ALLIANCE OF XCEL MUNICIPALITIES; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

WHEREAS, on about December 18, 2020, Southwestern Public Service Company, LLC ("SPS") filed an application for authority to implement a surcharge in the amount of about $71.5 million related to the rates agreed to and approved by the Public Utility Commission of Texas ("PUCT") in Docket No. 49831 (SPS's 2019 general rate case); and

WHEREAS, SPS's application to approve a surcharge is in accord with the agreement the parties, including the Alliance of Xcel Municipalities ("AXM"), reached in Docket No. 46936 (SPS's 2017 "Wind-Farm Case") in which the PUCT approved SPS's request to allow it to construct and operate the Hale and Sagamore wind facilities; and

WHEREAS, in the Wind-Farm Case the parties agreed that in SPS's then-next general rate case, SPS could seek to implement the rates finally approved in that general rate case such that those rates would relate back to the 35th day after it filed its general rate case; and

WHEREAS, that general rate case is Docket No. 49831, SPS's 2019 rate case, and the 35th day after filing in Docket No. 49831, is September 12, 2019; and

WHEREAS, the rates the PUCT ultimately approved in Docket No. 49831 have an effective date of August 31, 2020, thus making the period over which the surcharge is calculated, the period from September 12, 2019 through August 31, 2020; and

WHEREAS, SPS proposes to implement the surcharge over a one-year period from April 1, 2021 through March 31, 2022; and

WHEREAS, AXM's Special Counsel and rate experts engaged on behalf of AXM have reviewed SPS's application to implement an surcharge and have confirmed that SPS correctly calculated the surcharge and that its method for implementing the surcharge is mathematically correct and consistent with AXM's prior agreement with SPS; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act ("PURA") and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over SPS's rates, operations, and services within the municipality; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing SPS's request it is prudent to coordinate the City's efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding SPS's rates, services, and operations has in the past joined with other local regulatory authorities in the Alliance of Xcel Municipalities ("AXM") of cities and hereby continues its participation in AXM; and

WHEREAS, SPS simultaneously filed its application to implement a surcharge with the Public Utility Commission of Texas, and therefore the decision of the Public Utility Commission of Texas could affect SPS's proposed surcharge, and thus impact the rates charged within the City, and in order for the City's participation to be meaningful it is important that the City promptly intervene in such proceeding at the Public Utility Commission of Texas.

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

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

Section 2. The City **APPROVES** SPS's application filed on about December 18, 2020, to implement a net surcharge in the amount not to exceed $71,546,546, including interest in the amount of $1,604,142, and directs SPS to refund to ratepayers any over-recovery that may occur above the $71,546,546.

Section 3. The City authorizes intervention in proceedings related to SPS's application before the Public Utility Commission of Texas and related proceedings in courts of law as part of the coalition of cities known as the Alliance of Xcel Municipalities.

Section 4. The City hereby directs SPS to reimburse the City's rate case expenses, as part of the Alliance of Xcel Municipalities, and that it do so on a monthly basis and within 30 days after submission of the City's invoices related to proceedings involving SPS before the City, the Public Utility Commission of Texas, or any court of law.

Section 5. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving SPS before the City, the Public Utility Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of SPS's surcharge application subject to approval by the City.

Section 6. The City, through its participation in the Alliance of Xcel Municipalities, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to SPS for reimbursement.

Section 7. A copy of this resolution shall be sent to SPS's local representative and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4524 Burnet Road, Austin, Texas 78756.

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

Section 9. This resolution shall become effective from and after its passage.

INTRODUCED AND PASSED this 23rd day of February 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____

Bryan McWilliams, City Attorney

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	February 23, 2021	Council Priority	

Department	Legal	Contact Person	Bryan McWilliams, City Attorney

Agenda Caption

CONSIDER A RESOLUTION BY THE CITY OF AMARILLO, TEXAS ("CITY") SUSPENDING THE EFFECTIVE DATE OF SOUTHWESTERN PUBLIC SERVICE COMPANY'S PROPOSED INCREASE IN RATES AS ALLOWED BY STATUTE; DECLARING TEMPORARY RATES; AUTHORIZING THE CITY'S CONTINUED PARTICIPATION WITH OTHER CITIES IN THE ALLIANCE OF XCEL MUNICIPALITIES ("AXM") TO DIRECT THE ACTIVITIES OF LAWYERS AND CONSULTANTS

Agenda Item Summary

On about February 8, 2021, Southwestern Public Service Company (SPS) filed with the City and the Public Utility Commission of Texas ("PUCT") an application to increase its base revenues by approximately $143.3 million, which represents an increase in base revenue of about 23% compared to its current base revenue. Including fuel factor, energy efficiency cost recovery factor, and rate case expense rider revenues, SPS's proposal is an increase of $79 million, which equates to an overall increase of 9.2%. SPS's application to increase rates is based a test year of October 1, 2019 through September 30, 2020, which includes estimated data for an "update period" of October 1, 2020 through December 31, 2020, as allowed by state law.

SPS proposes to replace the estimated data with actual data for the "update period," which will effectively result in a historical test year of January 1, 2020 through December 31, 2020.

SPS requests an effective date of March 15, 2021, for its proposed increase in rates. The City, however, has the authority to suspend the effective date by a total of 135 days (90 days in the ordinary course, and an additional 45 days when a utility files estimated data as SPS has done in this case).

The proposed resolution, if adopted, will suspend Atmos's proposed effective date for the statutory time period of 135 days or at least until July 29, 2021.

Requested Action

Approve the Resolution for the Mayor's signature.

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented.

CITY JURISDICTION TO SET ATMOS'S RATES

SPS requests an effective date of March 15, 2021, for its proposed increase in rates. The City, however, has the authority to suspend the effective date by a total of 135 days (90 days in the ordinary course, and an additional 45 days when a utility files estimated data as SPS has done in this case). In addition, pursuant to statute, the final rates set in this proceeding will relate back to usage occurring 155 days after the filing of the application, or July 13, 2021. However, pursuant to the settlement in PUC Docket No. 46936 (SPS's application to amend its certificate of convenience and necessity "CCN") to include SPS's Hale and Sagamore wind-generation facilities), SPS requests that its current rates be deemed temporary rates on March 15, 2021, 35 days after the filing of the application. This means that under SPS's request, the final rates set in

this case will relate back to usage occurring on and after March 15, 2021. To the extent that the final rates differ from SPS's current rates, SPS will issue either a refund or surcharge.

Below are some of the key elements of SPS's rate application:

1. SPS proposes to allocate the increase among the customer classes as follows:

Rate Class	Base Rate Increase/(Decrease) ($)	Base Rate Increase/(Decrease) (%)	Overall Bill Increase/(Decrease) (%) (includes fuel factor and energy efficiency cost recovery factor revenues)
Residential	$30,652,441	12.81%	6.7%
Small General Service	3,101,151	13.35.%	5.6%
Secondary General Service	21,098,228	17.38%	5.9%
Primary General Service	16,849,292	24.68%	6.0%
Large General Service -- Transmission	63,322,103	44.56%	11.7%
Small Municipal and School Service	552,080	43.24%	25.1%
Large Municipal Service	3,218,571	38.0%	17.8%
Large School Service	4.099,552	45.17%	27.0%
Municipal and State Street Lighting	1,194,019	25.09%	20.7%
Guard and Flood Lighting	(721,650)	-17.02%	-17.7%
TOTAL	**$143,365,787**	**23.04%**	

2. SPS requests approval of an overall rate of return of 7.56%, based on the following components:

- **Return on Equity**: 10.35%
- **Capital Structure of**:
  - 54.60% common equity
  - 45.40% long-term debt
- **Cost of Long-Term Debt**: 4.20%

3. **Residential Customer – Impact on Bill:**

a. SPS proposes an increase in the fixed, monthly charge for Residential customers (that is, the "Service Availability Charge") from $10.50 to $12.00 per month.

b. For a Residential customer using 1500 kWh per month, SPS's proposed increase would result in a monthly increase of about $14.56 in the Summer, and an increase of $18.37 in the Winter (which equates to about a 9.21% increase in the Summer and 15.68% increase in the Winter, over current rates); these amounts include only base rate revenues.

c. The estimated effect of SPS's *proposed* increase on a Residential Customer's bill, with and without fuel factor, energy efficiency recovery factor (EECRF) and rate case

expense (RCE) rider costs, and excluding franchise fees, at varying levels of consumption is as shown below:

Proposed Increase in Residential Customer's Bill (excluding franchise fees)				
	Amounts Shown Below Exclude Franchise Fees			
Consumption	**1000 kWh**	**1500 kWh**	**2000 kWh**	**3000 kWh**
SUMMER BILLS				
Summer – *Current* Base Rates Only	$108.85	$158.02	$207.19	$305.54
Summer – *Proposed* Base Rates Only	$119.05	$172.58	$226.10	$333.15
Summer – Increase in Base Rates Only	$10.20	$14.56	$18.91	$27.61
Summer – Percent Increase in Base Rates	9.37%	9.21%	9.13%	9.04%
Summer – *Current* Base Rates & Fuel, EECRF and RCE Costs	$129.75	$189.36	$248.98	$368.21
Summer – *Proposed* Base Rates & Fuel, EECRF and RCE Costs	$134.45	$195.67	$256.88	$379.30
Summer - Increase in Base Rates & Fuel, EECRF and RCE Costs	$4.70	$6.31	$7.90	$11.09
Summer -- Percent Increase in Base & Fuel, EECRF and RCE Costs	3.62%	3.33%	3.17%	3.01%
WINTER BILLS				
Winter – *Current* Base Rates Only	$91.66	$117.14	$142.62	$193.58
Winter – *Proposed* Base Rates Only	$106.39	$135.51	$164.63	$222.88
Winter – Increase in Base Rates Only	$14.73	$18.37	$22.01	$29.30
Winter – Percent Increase in Base Rates	16.07%	15.68%	15.43%	15.14%
Winter – *Current* Base Rates & Fuel, EECRF and RCE Costs	$112.52	$148.40	$184.28	$256.02
Winter – *Proposed* Base Rates & Fuel, EECRF and RCE Costs	$121.76	$158.53	$195.29	$268.81
Winter - Increase in Base Rates & Fuel, EECRF and RCE Costs	$12.65	$8.13	$3.60	($5.43)
Winter – Percent Increase in Base & Fuel, EECRF and RCE Costs	8.21%	6.83%	5.97%	5.00%

4. Small General Service Customer – Impact on Bill:

a. SPS proposes to increase the fixed, monthly charge (that is, the "Service Availability Charge") for the Small General Service customers from $12.75 to $13.40 per month.

b. For a Small General Service customer using 2000 kWh per month, SPS's increase would result in a monthly increase of about $21.23 in the Summer (which equates to about a 13.62% increase in the Summer), and an increase of $20.77 in the Winter (which equates to about a 15.50% increase in the Winter) over current rates; these amounts include only base rate revenues.

c. The estimated effect of SPS's *proposed* increase on a Small General Service Customer's bill, with and without fuel factor, energy efficiency recovery factor (EECRF) and rate case expense (RCE) rider costs, and excluding franchise fees, at varying levels of consumption is as shown below:

Proposed Increase in Small General Service Customer's Bill (excluding franchise fees)	
	Amounts Shown Below Exclude Franchise Fees

Consumption	1000 kWh	1500 kWh	2000 kWh	3000 kWh
SUMMER BILLS				
Summer – *Current* Base Rates Only	$84.33	$120.12	$155.91	$227.48
Summer – *Proposed* Base Rates Only	$95.27	$136.21	$177.14	$259.02
Summer – Increase in Base Rates Only	$10.94	$16.09	$21.23	$31.54
Summer – Percent Increase in Base Rates	12.97%	13.39%	13.62%	13.86%
Summer – *Current* Base Rates & Fuel, EECRF and RCE Costs	$105.05	$151.18	$197.32	$289.58
Summer – *Proposed* Base Rates & Fuel, EECRF and RCE Costs	$110.49	$159.02	$207.54	$304.61
Summer - Increase in Base Rates & Fuel, EECRF and RCE Costs	$5.44	$7.84	$10.22	$15.03
Summer -- Percent Increase in Base & Fuel, EECRF and RCE Costs	5.18%	5.19%	5.18%	5.19%
WINTER BILLS				
Winter – *Current* Base Rates Only	$73.38	$103.70	$134.01	$194.64
Winter – *Proposed* Base Rates Only	$84.09	$119.43	$154.78	$225.47
Winter – Increase in Base Rates Only	$10.71	$15.73	$20.77	$30.83
Winter – Percent Increase in Base Rates	14.60%	15.17%	15.50%	15.84%
Winter – *Current* Base Rates & Fuel, EECRF and RCE Costs	$94.08	$134.73	$175.38	$256.68
Winter – *Proposed* Base Rates & Fuel, EECRF and RCE Costs	$99.29	$142.21	$185.14	$271.00
Winter - Increase in Base Rates & Fuel, EECRF and RCE Costs	$5.21	$7.48	$9.76	$14.32
Winter – Percent Increase in Base & Fuel, EECRF and RCE Costs	5.54%	5.55%	5.57%	5.58%

5. SPS identifies the following items as the major drivers of its request for its proposed rate increase request:

a. Capital additions placed into service since SPS's last rate case, including the Sagamore wind facility
b. New depreciation rates including shortened operating lives for the *Tolk* and other coal generation plant assets
c. Migration of the Lubbock Power & Light transmission load to ERCOT and increase in transmission costs allocated to retail customers
d. SPS's requested return on equity & capital structure

The City must take action by no later than **March 15, 2021,** SPS's proposed effective date for its requested increase in rates. If the City does not take action by **March 15, 2021**, SPS's proposed increase in rates as filed will be deemed approved by operation of law.

REPRESENTATION AND PARTICIPATION IN AXM:

The law firm of Herrera Law and Associates, PLLC (through Mr. Alfred R. Herrera) has previously represented the City and its participation in the coalition of cities named the "Alliance of Xcel Municipalities" (AXM) in rate matters involving SPS, including SPS's most recent rate and fuel cases. The accompanying Resolution authorizes retention of Herrera Law & Associates, PLLC as Special Counsel and continued participation in the AXM coalition.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS

SPS filed its Statement of Intent to raise rates with the City and with the Public Utility Commission of Texas on the same date, February 8, 2021. It is important to participate in these proceedings because the Commission's decisions could impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Commission as well as any appeals taken from the Commission's decision.

RATE CASE EXPENSES:

The Alliance of Xcel Municipalities' (AXM) reasonable rate case expenses are subject to reimbursement by the Company.

RECOMMENDATION: SUSPEND PROPOSED EFFECTIVE DATE FOR THE PERIOD ALLOWED BY LAW

SPS's rate-filing package presents a complex set of ratemaking issues. Moreover, given the volume of data presented in SPS's application, AXM's lawyers and consultants cannot reasonably conclude their review and analysis of SPS's filing by March 15, 2021.

Therefore, AXM's Special Counsel recommend that the City suspend SPS's proposed effective date for its rate increase for the period allowed by law. The standard period of suspension is 90 days. Based on SPS's proposed effective date of March 15, 2021, the 90th day is June 14, 2021. Because SPS included estimated data in its application to increase rates, the suspension period extends for an additional 45 days, or to July 29, 2021. Should SPS, however, extend its proposed effective date of March 15, 2021, the 90-day suspension period and 45-day extension would extend accordingly to correspond to the revised effective date. Also, should SPS's published notice or its application be found deficient, then SPS's proposed effective date would change as would the period of suspension.

Because it is recommended that the City *suspend* SPS's proposed effective date to undertake its review of SPS's proposed increase in rates, the City will need to take a second step and final action on SPS' proposed increase in the near future. But the attached Resolution allowing for a suspension does nothing more than to suspend SPS's proposed effective date to allow AXM's attorneys and consultants review SPS's application.

In addition, it is recommended that: 1) the City authorize participation in AXM and intervention in PUCT proceedings as a member of AXM; 2) retain the law firm of Herrera Law & Associates, PLLC as Special Counsel to represent the City as part of AXM in proceedings at the PUCT related to SPS's application to increase rates, including appeals to court, if any; and direct SPS to reimburse the City's reasonable rate case expenses on a monthly basis upon presentation of AXM's invoices for its rate case expenses.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF AMARILLO, TEXAS ("CITY") SUSPENDING SOUTHWESTERN PUBLIC SERVICE COMPANY'S PROPOSED EFFECTIVE DATE IN CONNECTION WITH ITS STATEMENT OF INTENT SUBMITTED ON ABOUT FEBRUARY 8, 2021; APPROVING TEMPORARY RATES; AUTHORIZING THE CITY'S CONTINUED PARTICIPATION WITH OTHER CITIES IN THE ALLIANCE OF XCEL MUNICIPALITIES ("AXM") TO DIRECT THE ACTIVITIES OF LAWYERS AND CONSULTANTS AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; REQUIRING PROOF OF NOTICE; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Southwestern Public Service Company ("SPS") filed a Statement of Intent with the City and with the Public Utility Commission of Texas ("PUCT") on or about February 8, 2021, to increase its base-rate revenue requirement for its Texas retail service area by approximately $143.3 million, which is an increase in base revenue of about 23%; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act ("PURA") and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over SPS's rates, operations, and services within the municipality; and

WHEREAS, under PURA § 33.025(a), the City has standing in each case before the Public Utility Commission of Texas that relates to an electric utility providing service in the City; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating SPS's rate request and its changes in tariffs it is prudent to coordinate the City's efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by SPS to change rates, has in the past joined with other local regulatory authorities to form the Alliance of Xcel Municipalities ("AXM") and hereby continues its participation in AXM; and

WHEREAS, SPS's rate request consists of a voluminous amount of information including SPS's rate-filing package, pre-filed direct testimony, exhibits, schedules, and workpapers; and

WHEREAS, SPS proposed March 15, 2021 as the effective date for its requested increase in rates, which is the 35th day after the date SPS submitted its application; and

WHEREAS, it is not possible for the City to complete its review of SPS's filing within 35 days; and

WHEREAS, the City will need an adequate amount of time to review and evaluate SPS's rate application to enable the City to adopt a final decision as a local regulatory authority with regard to SPS's requested rate increase; and

WHEREAS, SPS filed its Statement of Intent to raise rates with the City and with the Public Utility Commission of Texas on the same date, February 8, 2021 and it is important to intervene in the PUCT proceeding because the PUCT's decisions could impact rates within the City; and

WHEREAS, consistent with the settlement the PUCT approved in Docket No. 46936 regarding SPS's acquisition of the Hale and Sagamore wind-generation facilities, SPS in this application requests that its current rates be established as temporary rates as of March 15, 2021, which is the 35th day after the date SPS filed its application to increase rates ("Temporary Rate Date"), and that the final rates set in this case be applied to usage on and after the Temporary Rate Date, subject to refund or surcharge to the extent final rates differ from SPS's current rates.

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

Section 1. The findings set out in the preamble are in all things hereby approved.

Section 2. Consistent with PURA § 36.108(a)(1) and § 36.112(d), SPS's proposed effective date of March 15, 2021 to increase base rates, is hereby suspended one hundred and thirty-five (135) days, or at least until July 29, 2021.

Section 3. The statutory suspension period will be extended automatically day for day should SPS extend its proposed effective date, and may be further extended if SPS does not provide timely, meaningful, and proper public notice of its request to increase rates, or if its rate-filing package is materially deficient.

Section 4. SPS's request that its current rates be declared Temporary Rates as of March 15, 2021, is hereby **APPROVED**, subject to refund or surcharge to the extent the final approved rates differ from SPS's current rates.

Section 5. The City authorizes intervention in proceedings related to SPS's Statement of Intent before the Public Utility Commission of Texas and any related proceedings, including proceedings in any courts of law.

Section 6. The City continues its participation with other cities in a coalition of cities known as the Alliance of Xcel Municipalities ("AXM") with the understanding that the Steering Committee of AXM is to provide direction and guidance to Special Counsel representing said cities.

Section 7. The City hereby retains Herrera Law & Associates, PLLC as Special Counsel to represent the City with regard to SPS's requested increase in rates and related proceedings before local and state regulatory authorities and any court of law and authorizes Special Counsel to employ such rate experts as may be necessary for review and evaluation of SPS's rate application.

Section 8. The City, in coordination with the Steering Committee, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to SPS for reimbursement.

Section 9. SPS shall reimburse the City on a monthly basis, through AXM's coordinating city, the City of Amarillo, Texas, for the reasonable costs of attorneys and consultants and expenses related thereto, upon the presentation of invoices reviewed by the City of Amarillo.

Section 10. Not later than seven days after SPS has completed publication of notice of its proposed increase in rates, SPS shall notify AXM that it has completed notice by providing proof of notice to AXM's Special Counsel, Herrera Law & Associates, PLLC, and such proof shall be in the form of an affidavit from a representative from SPS that has personal knowledge that SPS has published notice; such affidavit shall include a copy of notice SPS published.

Section 11. The City Secretary or other appropriate city official shall provide a copy of this Resolution to **Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4524 Burnet Road, Austin, Texas 78756**, and as a courtesy, provide SPS a copy of this Resolution by **sending a copy of the Resolution to William A. Grant, Regional Vice President, Regulatory and Strategic Planning, and Jeremiah W. Cunningham, Rate Case Manager, Southwestern Public Service Company, 790 S. Buchanan St. Amarillo, Texas 79101.**

Section 12. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 13. To the extent any Resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby superseded.

Section 14. The findings set out in the preamble are in all things hereby approved.

Section 15. This Resolution shall become effective from and after its passage.

INTRODUCED AND PASSED this 23rd day of February 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____

Bryan McWilliams, City Attorney

D

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	February 23, 2021	**Council Pillar**	Fiscal Responsibility
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

RECEIVE AND ACCEPT THE CITY OF AMARILLO COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDING SEPTEMBER 30, 2020:
(Contact: Laura Storrs, Assistant City Manager)

Presentation and review of the City of Amarillo Comprehensive Annual Financial Report for the year ending September 30, 2020.

Agenda Item Summary

Presentation and review of the City of Amarillo Comprehensive Annual Financial Report for the year ending September 30, 2020.

Requested Action

Council to review and accept the City of Amarillo Comprehensive Annual Financial Report for the year ending September 30, 2020.

Funding Summary

N/A

Community Engagement Summary

The City of Amarillo Audit Committee met on February 16, 2021 and reviewed the Comprehensive Annual Financial Report for the year ending September 30, 2020.

Staff Recommendation

Staff recommendation is to accept the City of Amarillo Comprehensive Annual Financial Report for the year ending September 30, 2020.

E

Amarillo City Council
Agenda Transmittal Memo

AMARILLO ECONOMIC DEVELOPMENT

Meeting Date	February 23, 2021	**Council Pillar**	Economic Development
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter, President & CEO		

Agenda Caption

DISCUSS AND CONSIDER SALE - REAL ESTATE LOCATED AT FARMERS AVE AND SOUTH GEORGIA ST TO XCEL ENERGY

Agenda Item Summary

This item authorizes AEDC to execute a contract and all necessary documents for the sale of approximately 2.00 acre of land located at Farmers Avenue and South Georgia Street in Amarillo to Xcel Energy to expand their substation. The sale price is for $40,000.00 plus closing costs and related expenses. The appraised price was $19,724 per acre and was conducted by SMS Appraisal.

Requested Action

Approval of the sale of land as requested.

Funding Summary

$40,000.00 plus closing costs and related expenses.

Staff Recommendation

AEDC staff is recommending approval of the sale. The AEDC Board will vote on Monday, February 22, 2021 to consider approval of the sale.

Agreement to Sell Real Estate

Date_____

1. **PARTIES**: Seller agrees to sell and convey to Buyer the property described in Paragraph 2 ("***Property***"), free and clear of liens and free and clear of other encumbrances, except those of record or visible or apparent at the Property. Buyer Agrees to buy the Property from Seller for the Sales Price stated in Paragraph 3. The Parties to this contract are:

Seller(s): **AMARILLO ECONOMIC DEVELOPMENT CORPORATION**

Buyer(s): **SOUTHWESTERN PUBLIC SERVICE COMPANY, INC.**

2. **PROPERTY**: An approximately 2-acre tract of land located in the Northwest portion of Section 182, Block 2, A B & M, Survey, Randall County, Texas known as a portion of PRAD Property ID: R-200-1820-7550.0

Legal Description: Meets & bounds description in process and will be submitted upon completion of survey all in Randall County, Texas, and same shall become a part of this agreement with the consent of the Parties, which may not be unreasonably withheld, conditioned, or delayed.

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the property of $20,000 per acre as determined by the survey described in Paragraph 2, above.

4. **Prorations**: None. Seller shall maintain insurance on the Property until Closing at which time Buyer shall insure the Property at its expense. Buyer shall pay, prior to delinquency, all taxes related to the Property for the year of closing. Seller represents that: (i) the Property is and has been in Seller's tax-exempt book of properties from at least January 1, 2020 through Closing; and (ii) there are no existing leases or other sources of rents, revenues, or expenses related to the Property.

5. **Restrictions, Easements, Limitations:** Buyer shall take title subject to: Easements, rights-of-way, and prescriptive rights of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral, water, and wind severances, and other instruments, other than liens (including, without limitation, purchase money liens) that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary, any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; taxes for the year in which the deed is recorded, the payment of which Buyer assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Buyer assumes. Seller warrants that there shall be no violations of building or zoning codes on the Property at the time of closing. Seller expressly disclaims any representation or warranty that it owns and can convey any water rights. Seller is not obligated to remedy any matters reflected of public record or on a Title Commitment save and except only satisfying liens that affect the Property.

6. **Default by Buyer:** If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid, if any, shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

7. **Default by Seller:** If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, if any, at the option of the Buyer, shall be returned to the Buyer on demand;

or the Buyer shall have only the right of specific performance.

8. **Documents for Closing:** Lighthouse Title of Amarillo, TX shall prepare deed, note, mortgage, Seller's affidavit, any corrective instruments required for perfecting the title, and closing statement and submit copies of same to Buyer and Seller along with a title commitment, and copy of closing statements, at least two days prior to scheduled closing date. The deed shall be a Special Warranty Deed: (i) subject to all items described in Paragraph 5 and with language reflecting same as may be reasonably agreeable to Seller; and (ii) that includes the following "as is" disclaimer:

> EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THAT CERTAIN AGREEMENT TO SELL REAL ESTATE DATED _____, 2020, BETWEEN GRANTOR AND GRANTEE, AS AMENDED (THE "PURCHASE AGREEMENT"), INCLUDING BUT NOT LIMITED TO THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR THEREUNDER, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ANY OR ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) EXCEPT FOR THE SPECIAL WARRANTIES OF TITLE CONTAINED IN THIS DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION IN COMPLIANCE WITH ANY LAWS, ORDINANCES, ORDERS, RULES OR REGULATIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER THE PROPERTY OR ANY PORTION THEREOF. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND GRANTEE WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THE PURCHASE AGREEMENT, INCLUDING BUT NOT LIMITED TO THE EXPRESS REPRESENTATIONS AND SPECIAL WARRANTIES OF GRANTOR THEREUNDER. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS," "WHERE IS" BASIS AND WITH ALL FAULTS (INCLUDING WITHOUT LIMITATION, ENVIRONMENTAL ISSUES) AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR IN THE PURCHASE AGREEMENT, EXCEPT AS OTHERWISE SPECIFIED THEREIN, AND THE SPECIAL WARRANTIES OF TITLE CONTAINED IN THIS DEED GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

9.**Maintenance:** Between the date of the contract and the date of closing, the property, including lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of the contract, ordinary wear and tear excepted.

10. **Closing Date:** This contract shall be closed, and the deed and possession shall be delivered on or before December 21, 2020 unless extended by other provisions of this contract.

11. **Risk of Loss:** If the improvements are damaged by fire or casualty before delivery of the deed and can be restored to substantially the same condition as now within a period of 60 days thereafter, Seller shall so restore the improvements and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option of (1) taking the property as is, together with insurance proceeds, if any, or (2) canceling the contract, and all deposits, if any, shall be forthwith returned to the Buyer and all parties shall be released of any and all obligations and liability.

12. **Acknowledgments:** In entering into this Contract, Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller or any agent, employee or other representative of Seller or by any broker or any other person representing or purporting to represent Seller, which are not expressly set forth in this Contract, whether or not any such representations, warranties or statements were made in writing or orally. Seller acknowledges that nothing contained herein shall impair Purchasers rights of eminent domain, including but not limited to the right to condemn the property made the subject of this Contract, and in such event, this Contract shall then be deemed to be entered into under threat of eminent domain, and Seller has the right but not the obligation to effect a tax-deferred exchange under Section 1033 of the Internal Revenue Code.

13. **Special Provisions**: All closing costs (including without limitation survey costs, title insurance premiums, escrow fees, tax certificates, courier fee, wire fees, and recording fees) will be paid by Buyer; save and except only Seller's attorneys' fees incurred in connection with the negotiation and entry of this agreement and costs (including recording costs) related solely to the release of any lien required to be satisfied by Seller.

14. **Miscellaneous**: This agreement represents the entire agreement of the Parties related to the subject matter hereof and any and all other representations, whether oral or written, prior, simultaneous, or future, may not be relied upon by any Party. This agreement may only be amended in a writing signed by both Parties. Scanned or facsimile signatures have the full force and effect of originals.

15. **Place of closing**: Lighthouse Title
7619 Hillside RD, Ste 300
Amarillo, TX 79119

16. **Broker's Fees**: Seller represents to Buyer that Seller has engaged no broker, agent, or any other party that may claim a right to a commission or other fee related to this contract. Buyer represents to Seller that Buyer has engaged no broker, agent, or any other party that may claim a right to a commission or other fee related to this contract. Each party will indemnify, defend, and hold harmless the other party for any broker's fees, commissions, or other amount claimed to be owed by, through, or under such party. This Paragraph 16 shall survive closing for all purposes.

Seller(s):_____
Kevin Carter
President and CEO

Amarillo Economic Development Corp.
801 S Fillmore St Ste 205
Amarillo, TX 79101-3516

Phone: 806-379-6411
Email: Kevin@amarilloedc.com

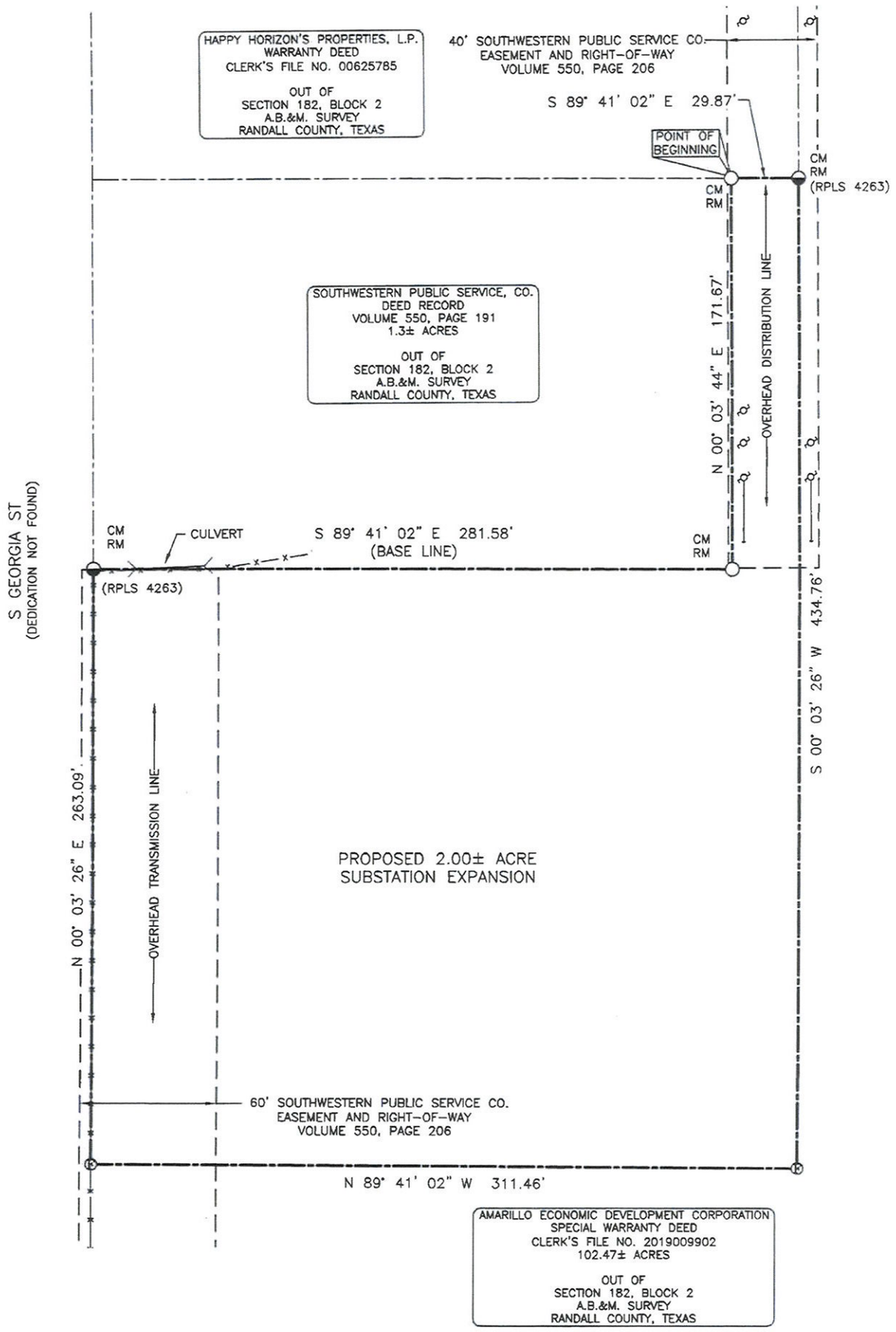
Buyer(s):_____

David T. Hudson
President, Southwestern Public Service Company, Inc.

Southwestern Public Service Company
790 S Buchanan St.
Amarillo, TX 79101

Phone: 806-378-2436
Email: sean.l.frederiksen@xcelenergy.com

EXHIBIT "A"



FURMAN LAND SURVEYORS, INC.
DANIEL R. FURMAN, RPLS
P.O. BOX 1416
AMARILLO, TEXAS 79105-1416
(806)374-4246
TEXAS FIRM #10092400 & 10092401

LEGEND	
CM	CONTROL MONUMENT
RM	RECORD MONUMENT
⊕	1/2" IRON ROD SET W/CAP STAMPED "FURMAN RPLS"
◒	1/2" IRON ROD W/CAP FND
○	1/2" IRON PIPE FND
-x-	FENCE
∅	POWER POLE
⟵	GUY WIRE ANCHOR

TOTAL ACREAGE – 2.00±

STATE OF TEXAS
REGISTERED
LANDON M. STOKES
6175
PROFESSIONAL
LAND SURVEYOR

LANDON M. STOKES
RPLS 6175 1-7-21

INDEXING INFORMATION

OWNER: AMARILLO ECONOMIC DEVELOPMENT CORPORATION

LOCATION: SECTION 182, BLOCK 2, A.B.&M. SURVEY, RANDALL COUNTY, TEXAS

TRACT SURVEY FOR

SOUTHWESTERN PUBLIC SERVICE

DRAWING	P:\DWG20\XCEL\2027375		
XCEL PARCEL NO.		SHEET	1 OF 2

Description

A tract of land out of Section 182, Block 2, A.B. & M. Survey, Randall County, Texas, also being out of that certain 102.47± acre tract of land described in that certain instrument recorded in Clerks File no. 2019009902 as filed in the Official Public Records of Randall County, Texas, said tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. on January 6, 2021 and being described by metes and bounds as follows:

BEGINNING at a ½ inch iron pipe found as called for being a jog corner of said 102.47± acre tract of land, same being the Northeast corner of that certain 1.3± acre tract of land described in that certain instrument recorded in Volume 550, Page 191 as filed in the Deed Records of Randall County, Texas, also being the most Northerly Northwest and BEGINNING CORNER of this tract of land;

THENCE S. 89°41'02" E. 29.87 feet to a ½ inch iron rod with cap stamped "RPLS 4263" found for a jog corner of said 102.47± acre tract of land, same being the Northeast corner of this tract of land;

THENCE S. 00°03'26" W. 434.76 feet to a ½ inch iron rod with cap stamped "FURMAN RPLS" set for the Southeast corner of this tract of land;

THENCE N. 89°41'02" W. 311.46 feet to a ½ inch iron rod with cap stamped "FURMAN RPLS" set in the West line of said 102.47± acre tract of land, same being a point in the East Right-of-Way line of S. Georgia Street, as it exists on the ground, same being the Southwest corner of this tract of land;

THENCE N. 00°03'26" E. 263.09 feet along the West line of said 102.47± acre tract of land, same being the said East Right-of-Way line of S. Georgia Street to a ½ inch iron rod with cap stamped "RPLS 4263" found in the South line of aforementioned 1.3± acre tract of land and being the most Southerly Northwest corner of this tract of land;

THENCE S. 89°41'02" E. (Base Line) 281.58 feet along the common line of said 102.47± acre tract of land and said 1.3± acre tract of land to a ½ inch iron pipe found as called for at the Southeast corner of said 1.3± acre tract of land and being a jog corner of this tract of land;

THENCE N. 00°03'44" E. 171.67 feet along the common line of said 102.47± acre tract of land and said 1.3± acre tract of land to the POINT OF BEGINNING and containing 2.00 acres of land, more or less.

Notes

1. Original seal and signature of the surveyor must be present on each page for survey to be valid.

2. This plat is the property of Furman Land Surveyors Inc. Furman Land Surveyors Inc. accepts no responsibility for the use of this plat for any purpose other than its original intended use. The intended use being the consummation of the original transaction between the parties listed in the certificate hereon and issuance of title insurance for the property surveyed. Reproduction of this plat for any purpose other that its original intended use is expressly forbidden without the written consent of an authorized agent of Furman Land Surveyors Inc. Copyright 2021.

3. Easements reviewed as part of this survey were taken from a Commitment For Title Insurance and/or as otherwise provided to this surveyor. Please be advised that reviewing the notations and/or graphical representations of the easements or any other documents that are shown or referenced on this survey, should not take the place of reviewing the actual documents. Please review the recorded documents in their entirety for the details on how they affect this property.

4. The tract of land surveyed and shown hereon is not platted. It may be subject to the State of Texas and City of Amarillo platting rules and regulations. This surveyor suggests that the City of Amarillo Planning and Zoning Department be consulted about these rules, regulations and any requirements that this property may be subject to.

Certificate

I do hereby certify to Lighthouse Title Co. and Southwestern Public Service Company, Inc. that this plat is true and correct to the best of my knowledge and belief; that it was prepared from a survey made on the ground by me or by others under my direct supervision on this 6th day of January, 2021 and that no above ground encroachment exist other than those shown.

G.F. No. LTC-20-1639

FURMAN LAND SURVEYORS, INC.
DANIEL R. FURMAN, RPLS
P.O. BOX 1416
AMARILLO, TEXAS 79105-1416
(806)374-4246
TEXAS FIRM #10092400 & 10092401

LANDON M. STOKES
RPLS 6175 1-7-21

INDEXING INFORMATION

OWNER: AMARILLO ECONOMIC DEVELOPMENT CORPORATION

LOCATION: SECTION 182, BLOCK 2, A.B.&M. SURVEY, RANDALL COUNTY, TEXAS

TRACT SURVEY FOR

SOUTHWESTERN PUBLIC SERVICE

DRAWING	P:\DWG20\XCEL\2027375		
XCEL PARCEL NO.		SHEET	2 OF 2