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, MARCH 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: Helen Benton, Amarillo Realtors Association

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. Reports and updates from City Councilmembers serving on outside Boards:
      Beautification and Public Arts Advisory Board; and
   D. 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 March 9, 2021.

B. **CONSIDERATION OF ORDINANCE NO. 7913**:
(Contact: Kevin Carter, President and CEO of AEDC)
This item is the second and final reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 13 for commercial and industrial tax abatement. The zone is approximately 55 acres in the vicinity of South Georgia Street and Loop 335.

C. **CONSIDER AWARD – SUPPLY AGREEMENT FOR FIRE APPARATUS PARTS**:
(Contact: Sam Baucom, Deputy Fire Chief)
Award to E-One Fire Equipment - $140,000
This item is to establish a supply agreement with a guarantee on parts prices for one year. The AFD operates 27 Ferrara fire trucks of various configurations (17 engines, 5 aerial ladder trucks, and 5 brush/grass fire trucks). This procurement process will set prices for the next year.

D. **CONSIDER AWARD – PURCHASE OF FIREFIGHTING GARMENTS**:
(Contact: Sam Baucom, Deputy Fire Chief)
Award to Daco Fire Equipment - $378,060
This item is the purchase of 100 sets (coats, pants, hoods, helmets, and gloves) with a 7-year warranty.

E. **CONSIDER APPROVAL – SECOND ADDENDUM TO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO AND CANYON INDEPENDENT SCHOOL DISTRICT FOR ENGINEERING SERVICES AND PARTICIPATION IN PUBLIC IMPROVEMENTS**:
(Contact: Floyd Hartman, Assistant City Manager Development Services)
This item is to consider approval to the second addendum of the previously executed Interlocal Agreement between the City of Amarillo and Canyon Independent School District for public improvements related to the future high school site located at Arden Road and Loop 335. The addendum amends the value of the cost participation by the City to match the final cost of construction and engineering services.
1. Engineering Services – increase from $91,573.40 to $96,949.00
2. Participation in Public Improvements – increase from $988,449.50 to $1,004,565.70

F. **CONSIDER APPROVAL – RADIO SYSTEM SUBSCRIBER AGENCY AGREEMENT BETWEEN THE CITY OF AMARILLO / RANDALL COUNTY AND THE CITY OF BORGER**:
(Contact: Kevin Starbuck, Deputy City Manager)
This item is consideration of an Interlocal Agreement between the City of Amarillo / Randall County and the City of Borger. This agreement will add the City of Borger as a subscriber agency to the Amarillo/Potter/Randall Regional Radio System to further expand and enhance public safety radio communication in the region.

G. **CONSIDER AWARD – EXTENSION OF LANDFILL ENGINEERING PROFESSIONAL SERVICES AGREEMENT**:
(Contact: Donny Hooper, Director of Public Works)
Award to Parkhill, Smith & Cooper - $155,720.00
This item is for the approval of a six-month extension to the agreement approved with Parkhill, Smith & Cooper for Landfill Professional Services and Operational Review for an amount not-to-exceed $155,720.00. Services include: Groundwater Monitoring; Landfill Gas Reporting & Oversight; Drone Surveying and Airspace Calculations; Quarterly & Annual TCEQ MSW Reporting; ADC Permitting, Oversight and Reporting; Stormwater Permit Renewal; and other miscellaneous on-call services.

H. **CONSIDER AWARD – UTILITY BILLING IVR, ADJUSTMENTS TO IVR CALL USAGE BUNDLE**:
(Contact: Jennifer Gonzalez, Utility Billing Manager)
Award to Selectron Technologies Inc - $128,265.00
This service is for the Utility Billing IVR system to renew the contract at a larger bundle of 275,000 calls. This renewal will include years 3, 4, and 5 of the contract. Each year will be $42,755 for a grand total of $128,265.

I. **CONSIDER AWARD – CONSTRUCTION OF ARDEN ROAD – COMMUNITY INVESTMENT PROGRAM PROPOSITION 1, INCLUDING PAVING, WATER AND STORM DRAIN**:
(Contact: Matt Thomas, City Engineer)
Award to Williams Ditching, LLC - $5,085,174.39
This project is the construction of a new 5-lane arterial section of Arden Road from Helium Road to Soncy Road. This roadway will serve existing and proposed commercial development, as well as residential subdivisions. It will also serve Canyon ISD schools, currently under construction, and provide a connection to the new alignment of SL335. Included with the roadway construction is the extension of a water distribution main to serve that area of the City. Also included is the construction of the necessary storm drainage infrastructure.

J. **CONSIDER AWARD – FY 20/21 STREET MAINTENANCE COMMUNITY INVESTMENT PROGRAM, PROPOSITION 1**:
(Contact: Matt Thomas, City Engineer)
Award to Intermountain Slurry Seal, Inc. - $5,654,176.08
This project includes the maintenance of southwest quadrant residential roadways by application of scrub seal and microsurfacing. The project also includes microsurfacing and cape sealing operations on arterial roadways throughout the City. This work is to be coordinated with similar work completed by the Street Department maintenance staff. Routine maintenance is key to managing street assets in a cost-effective manner. Well-timed maintenance treatments, such as those involved in this project, allow streets to stay in good condition by preventing water from damaging the interior of each roadway. This project will extend the life of the identified roads by several years.

3. **NON-CONSENT ITEMS**:

A. **CONSIDERATION OF ORDINANCE NO. 7914**:
(Contact: Victoria Medley, AM&W Director)
This is the first reading of an ordinance amending Chapter 8-2 to include requiring a permit for the breeding of an adult dog or cat; to add definitions for "adult dog or cat" and "breeder" and to provide for: severability, repealer and continuation of prior law and penalty.

B. **CONSIDER APPROVAL – TAX ABATEMENT AGREEMENT BETWEEN CITY OF AMARILLO AND AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND CACIQUE, LLC AND LOOP 335 SOUTH GEORGIA STREET VENTURES, LLC.**:
(Contact: Kevin Carter, President and CEO of AEDC)
Cacique, LLC is considering constructing a new food processing facility in Amarillo. The facility would be its first in West Texas and would help Cacique service its customers in the Midwest and Eastern part of the U.S.
Highlights of the project include:

- Construction of a new 200,000 square foot facility on 55 acres located in AEDC's South Georgia Business Park.
- $88,000,000 in Capital Investment ($52,000,000 in facility improvements and $36,000,000 in Equipment)
- Up to 500 New Employees with all phases
- Up to $22,500,000 in new payroll projected when all phases completed

AEDC is asking the City Council to approve an abatement of future taxes on the construction and equipment costs. AEDC is recommending 100% abatement for 10 years on the above costs.

C. **CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND CACIQUE, LLC.**:
(Contact: Kevin Carter, President and CEO of AEDC)
Cacique, LLC, is looking to build a 200,000 sq. ft. Food Processing Facility on 55 acres in the South Georgia Business Park.
Highlights of the project include:

- $52 MM estimated improvements
- $36 MM in new equipment
- 500 new employees projected (200 in Phase 1)
- $22,500,000 new payroll projected ($9,000,000 in Phase 1)
- Incentive of $5,000,000 for job creation paid over 5 years as they are created
- Incentive of 55 acres conveyed
- Incentive of $2,500 per employee for relocation expenses

AEDC will provide Cacique, LLC $5,000,000 for the creation of up 500 FTE's. These funds will be paid out over 5 years and will be based on a 10-year performance term. AEDC will convey 55 acres of land and pay $2,500 per employee for relocation expenses for employees that move into the 5 county MSA.

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 551.087 - Deliberation regarding economic development negotiations in accordance with the Texas Open Meetings Act:
   (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 # 21-03-01 (Workforce)

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 March 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 March 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
FLOYD HARTMAN	ASSISTANT 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 Patrick Miller.

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

Proclamations were presented for "National Transit Driver Appreciation Day," and "Memorializing Victims and Survivors of Coronavirus."

PUBLIC ADDRESS: There were no comments.

ITEM 1:

A. Review agenda items for regular meeting and attachments;
B. Coronavirus Update;
C. Utility Billing Mobile Unit Presentation;
D. Presentation and Discussion of the Amarillo Police Department 2020 Annual Racial Profiling Report;
E. Discuss Proposed Animal Management & Welfare Breeder's Ordinance; and
F. Request future agenda items and reports from City Manager.

ITEM 2: CONSENT ACTION ITEMS:
Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Councilmember Hays inquired about the equipment on Item 2K. Mr. Kashuba stated these items were split with the Parks Maintenance and Golf Operations. Some of these items have been previously deferred. Golf Operations is approximately $670,000, and the Parks Maintenance equipment is approximately $560,000. Motion was made by Councilmember Powell to approve the consent agenda as presented, seconded by Councilmember Smith:

A. **MINUTES**:
Approval of the City Council minutes for the regular meeting held on February 23, 2021.

B. **CONSIDER RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2021 UNITED STATES TEAM PENNING ASSOCIATION WORLD CHAMPIONSHIP EVENT**:
(Contact: Laura Storrs, Assistant City Manager)
This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for

the qualifying event.

C. **CONSIDER RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2021 COWBOY MOUNTED SHOOTING ASSOCIATION WORLD AND AMERICAN QUARTER HORSE ASSOCIATION WORLD OF MOUNTED SHOOTING HORSES EVENT**:
(Contact: Laura Storrs, Assistant City Manager)
This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the qualifying event.

D. **CONSIDER RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2021 WORKING RANCH COWBOYS ASSOCIATION'S WORLD CHAMPIONSHIP RANCH RODEO**:
(Contact: Sherman Bass, Civic Center Manager)
This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the qualifying event.

E. **CONSIDER APPROVAL – COMMUNITY AND CLINICAL HEALTH BRIDGE GRANT**:
(Contact: Casie Stoughton, Public Health Director)
Grant Amount: $500,000
Grantor: Texas Department of State Health Services
This item accepts this 2 year award from the Texas Department of State Health Services from September 1, 2021 thru August 31, 2023 to provide obesity and related chronic disease prevention programming.

F. **CONSIDERATION ACCEPTANCE -- INFECTIOUS DISEASE SURVEILLANCE (IDCU/SUR) GRANT**:
(Contact: Casie Stoughton, Public Health Director)
Grant Amount: $169,209 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.

G. **CONSIDER APPROVAL – PURCHASE OF RADIOLOGICAL SAFETY EQUIPMENT**:
(Contact: Chip Orton, Director of Emergency Management)
Award to: US Scientific Sales for Ludlum Measurements, Inc. -- $76,232.13
This item is consideration for purchasing replacement radiological monitoring equipment and training for the Office of Emergency Management (OEM), Amarillo Fire Department (AFD), and Amarillo Police Department (APD). Funding for this equipment is provided through the U.S. Department of Energy (DOE), Agreement-in-Principle (AIP) grant program.

H. **CONSIDER APPROVAL – INTERLOCAL AGREEMENT WITH BORGER FIRE DEPARTMENT FOR USE OF AMARILLO FIRE DEPARTMENT (AFD) TRAINING FACILITY**:
(Contact: Sam Baucom, Deputy Fire Chief)
This item is to consider approval of an interlocal agreement between the City of Amarillo and Borger Fire Department for use of the AFD Training Facility located at 12400 Northeast 8th Avenue.

I. **CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT**:
(Contact: Johnny Scholl, Deputy Building Official)
SAFEbuilt Texas, LLC -- Not to exceed $300,000
This professional services agreement is for SAFEbuilt to continue providing commercial plan review services for the Building Safety Department in order to allow time to train new staff. In the past the

department had three commercial plans examiners. This section of the department has seen complete turnover in the last 18 months. The department has continued to hire and reassign staff to fill the commercial plan review need, but it takes time to fully train staff on all aspects of plan review. By having the opportunity to use SAFEbuilt, we are able to provide good customer service to the citizens of Amarillo while in this transitional period.

J. **CONSIDER AWARD – SOFTWARE MAINTENANCE**:
(Contact: Rich Gagnon, IT Director)
Open Text, Inc. -- $98,259.24
This purchase renews annual vendor-provided support and maintenance for Open Text eDOCS software which is utilized by all City departments for document management and retention.

K. **CONSIDER PURCHASE – REPLACEMENT VEHICLE AND EQUIPMENT FOR PARKS MAINTENANCE AND GOLF OPERATIONS**:
(Contact: Glenn Lavender, Fleet Services Superintendent)
Award to: Various vendors as listed below

Professional Turf Products Inc. -	
Lines 3,6,7,10,11,12,20,23,25,26,27&28	$805,431.19
Austin Turf & Tractor - Lines 4,8,9&17	$105,639.53
James Bros Implement Co. Inc. -	
Lines 1,2,13,14,16&21	$161,788.00
Amarillo Outdoor Power Equipment -	
Lines 5,15&22	$67,636.00
Western Equipment - Line 19	$28,416.72
Kut Kwick - Line 18	$63,071.00
Total purchase request	$1,231,982.44

This item is the scheduled replacement of various grounds maintenance equipment, mowers, utility carts, greens mowers, field and turf sweeper/core collector, and fertilizer spreader.

L. **CONSIDER PURCHASE – REDI- MIX CONCRETE**:
(Contact: Chris Mitchell, Street Superintendent)
Thomas Redi-Mix Company, Inc. -- $366,866.00
This item awards a contract for the purchase of redi-mix concrete used by the Street Division primarily for the repair of utility cuts in streets, alleys, and other miscellaneous projects.

M. **CONSIDER PURCHASE – POLICE TRAINING USE OF FORCE SIMULATOR**:
(Contact: Chief Martin Birkenfeld, Amarillo Police Chief)
TI Training LE LLC -- $128,550.00
This item purchases and installs a law enforcement use of force simulator. This simulator will allow officers to practice critical decision-making skills in realistic immersive situations.

N. **CONSIDER APPROVAL – STREET DEDICATION**:
(Contact: Andrew Freeman, Director of Planning and Development Services)
This item is a dedication of a 1.76 acre tract of land for public right-of-way purposes in Section 93, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Northeast 24th Avenue.)

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 to consider designating certain areas of the City as Reinvestment Zone No. 13 for commercial and industrial tax abatement. The zone is approximately 55 acres in the vicinity of South Georgia Street and Loop 335. This item was presented by Kevin Carter, President and CEO of AEDC. He stated this would be a manufacturing and processing plant for cheese. 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 Sauer that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7913

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS CITY COMMISSION: DESIGNATING CERTAIN AREAS AS REINVESTMENT ZONE NO. 13 FOR COMMERCIAL / INDUSTRIAL TAX ABATEMENT, CITY OF AMARILLO, TEXAS, PURSUANT TO TEXAS TAX CODE, CHAPTER 312, SUBCHAPTERS A & B, ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; PROVIDING A SEVERANCE CLAUSE; 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 4: Mr. McWilliams advised at 2:42 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.087 – Deliberation regarding economic development negotiations in accordance with the Texas Open Meetings Act: (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 # 19-10-01 (Corporate Headquarters) and Project # 20-06-04 (Manufacturing).

Mr. McWilliams announced that the Executive Session was adjourned at 3:58 p.m. and recessed the Regular Meeting.

ATTEST:

_____ _____

Frances Hibbs, City Secretary Ginger Nelson, Mayor

13

Amarillo City Council
Agenda Transmittal Memo

AMARILLO ECONOMIC DEVELOPMENT

Meeting Date	March 23, 2021	**Council Pillar**	Economic Development
Department	AEDC		
Contact	Kevin Carter, President and CEO		

Agenda Caption

Ordinance #7913 - Consideration of Reinvestment Zone 13

Second reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 13 for commercial and industrial tax abatement. The zone is approximately 55 acres in the vicinity of South Georgia Street and Loop 335.

Agenda Item Summary

Designating a reinvestment zone is a step in the property tax abatement process under Chapter 312 of the Tax Code. Local governments often use tax abatements to attract new industry and commercial enterprises and to encourage the retention and development of existing businesses. Designation of an area as a reinvestment zone is required before City Council has the ability to offer a tax abatement.

The 55 acres proposed for Reinvestment Zone No. 13 is located at S. Georgia Street and Loop 335. The reason for creating this zone is to provide Council the option to offer an economic development incentive to a prospective manufacturing facility.

Before Council may consider a new zone, it must be preceded by a public hearing, with 7 days written notice of the hearing provided to the presiding officer of each of the other taxing entities with jurisdiction in the zone and notice of the hearing in a newspaper of general circulation in the city.

Council must make findings that the improvements sought in the zone are feasible and practical and would be a benefit to the zone after expiration of a tax abatement agreement. Zones must also meet one of the applicable criteria for reinvestment zones. For the case of this zone, the criteria met is that with designation of the zone it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.

Requested Action

Second reading of the Ordinance on March23, 2021.

Funding Summary

N/A

Staff Recommendation

AEDC staff is recommending approval of the designation of Reinvestment Zone 13.

?-?-20____

ORDINANCE NO. 7913

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS CITY COMMISSION: DESIGNATING CERTAIN AREAS AS REINVESTMENT ZONE NO. 13 FOR COMMERCIAL / INDUSTRIAL TAX ABATEMENT, CITY OF AMARILLO, TEXAS, PURSUANT TO TEXAS TAX CODE, CHAPTER 312, SUBCHAPTERS A & B, ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; PROVIDING A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Amarillo, Texas ("City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone for commercial/industrial tax abatement, as authorized by Texas Tax Code Chapter 312, Subchapters A & B;

WHEREAS, City has elected by Resolution No. 08-20-19-2 to become eligible to participate in tax abatements;

WHEREAS, a public hearing in a regularly scheduled meeting before the City Council was held on March 23, 2021, such date being at least seven (7) days after the date of publication of the notice of such public hearing as required by the Texas Tax Code; and

WHEREAS, notice of the public hearing was delivered to the presiding officer of the governing body of each taxing unit located within the proposed Reinvestment Zone at least seven (7) days before the date of the public hearing; and

WHEREAS, the City at such hearing invited all interested persons, or their counsel, to appear and speak for or against the creation of the proposed Reinvestment Zone, the boundaries of the proposed Reinvestment Zone, and whether all or part of the property described in this ordinance should be included in such proposed Reinvestment Zone; and

WHEREAS, all interested persons were given the opportunity to be heard and the proponents of the Reinvestment Zone offered evidence in favor of the creation of the proposed Reinvestment Zone and the proponents also submitted evidence as to the proposed improvements, and any opponents of the proposed Reinvestment Zone were given the opportunity to contest creation of the proposed Reinvestment Zone; and

WHEREAS, the area to be designated meets the statutory requirement that, it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality, and/or meets other criteria that satisfies state law for establishment of a reinvestment zone;

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

SECTION 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and are adopted as findings of fact by this body and as part of its official record.

SECTION 2. The City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony and evidence presented to it:

a) That a public hearing on the designation of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing was published as required by law and delivered to all taxing units overlapping the territory inside the proposed reinvestment zones; and

b) That the boundaries of the area to be known as City of Amarillo Reinvestment Zone No. 13 shall be the area of land described on the document attached hereto as Exhibit "A", which is incorporated herein for all purposes; and

c) That the creation of the City of Amarillo Reinvestment Zone No. 13 with the boundaries as described in (b) above, will result in benefits to the City and to the land included in the zone and to the City after the expiration of any Tax Abatement Agreement entered into, and the improvements sought are feasible and practical; and

d) That the Reinvestment Zone as described in (b) above meets the criteria for the creation of a Reinvestment Zone as set forth in Texas Tax Code Chapter 312, Subchapters A & B in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would be a benefit to the property and that would contribute to the economic development of the City; and

e) That the City of Amarillo Reinvestment Zone No. 13 as defined herein satisfies the requirement of a Reinvestment Zone and is eligible under the Guidelines and Criteria for Tax Abatement in the City of Amarillo, Resolution No. 08-20-19-2.

SECTION 3. That pursuant to Texas Tax Code Chapter 312, Subchapter B, the City hereby creates a Reinvestment Zone for commercial/industrial tax abatement

encompassing the area described by the legal description in Section 2 (b) above and such Reinvestment Zone is hereby designated and shall hereafter be designated City of Amarillo Reinvestment Zone No. 13 for a period of five (5) years.

SECTION 4. If any portion of this ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

SECTION 5. That the establishment of City of Amarillo Reinvestment Zone No. 13 shall take effect on the date of the final passage of this Ordinance.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 9th day of March, 2021, and PASSED on Second and Final Reading on this the 23rd day of March, 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

EXHIBIT A
LEGAL DESCRIPTION OF REINVESTMENT ZONE NO. 13

FIELD NOTES for a 55.00 acre tract of land out of Section 182, Block 2, A. B. & M. Survey, Randall County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found on the east right-of-way line of S. Georgia St. which bears S. 00° 03' 26" W. a distance of 3599.33 feet and S. 89° 56' 34" E. a distance of 50.04 feet from a 1/2" iron rod found at the northwest corner of said Section 182 for the northwest corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 848.34 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southeasterly direction along a curve to the left with a radius equal to 628.80 feet, a long chord bearing of S. 53° 34' 37" E. and a long chord distance of 737.81 feet, a curve length of 788.46 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 50.00 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the right for a corner of this tract.

THENCE in a southeasterly direction along said curve with a radius equal to 578.80 feet, a long chord bearing of S. 54° 56' 38" E. and a long chord distance of 664.90 feet, a curve length of 708.27 feet to a 1/2" iron rod set with a yellow cap on the west right-of-way line of the B. S. & F. Railway Co. for the northeast corner of this tract.

THENCE S. 16° 59' 32" W., along said west right-of-way line, a distance of 825.18 feet to a 1/2" iron rod found with a yellow cap on the north right-of-way line of Hollywood Road (State Hwy. Loop 335) for the southeast corner of this tract.

THENCE S. 86° 27' 16" W., along said north right-of-way line, a distance of 376.54 feet to a Texas Department of Transportation concrete monument found on said north right-of-way line for a corner of this tract.

THENCE N. 89° 58' 12" W., continuing along said north right-of-way line, a distance of 230.00 feet to a 1/2" iron rod found with a yellow cap on said north right-of-way line for a corner of this tract.

THENCE N. 0° 01' 48" E. a distance of 279.20 feet to a 1/2" iron rod found with a yellow cap for a corner of this tract.

THENCE N. 89° 51' 28" W. a distance of 530.73 feet to a 1/2" iron rod found with a yellow cap for a corner of this tract.

THENCE S. 0° 08' 32" W. a distance of 280.25 feet to a 1/2" iron rod found with a yellow cap on said north right-of-way line of said Hollywood Road for a corner of this tract.

THENCE N. 89° 58' 12" W., along said north right-of-way line, a distance of 60.00 feet to a 1/2" iron rod found with a yellow cap on said north right-of-way line for the southerly southwest corner of this tract.

THENCE N. 0° 08' 32" E. a distance of 280.36 feet to a 1/2" iron rod found with a yellow cap for a corner of this tract.

THENCE N. 89° 51' 28" W. a distance of 600.10 feet to a 1/2" iron rod found on said east right-of-way line of said S. Georgia St. for the most westerly southwest corner of this tract.

THENCE N. 00° 03' 26" E., along said east right-of-way line, a distance of 1350.14 feet to the place of BEGINNING and containing 55.00 acres (2,395,800 square feet) of land.

C

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 23, 2021	**Council Priority**	Public Safety
Department	Amarillo Fire Department		
Contact	Sam Baucom, Deputy Fire Chief		

Agenda Caption

CONSIDER AWARD – SUPPLY AGREEMENT FOR FIRE APPARATUS PARTS
(Contact: Sam Baucom, Deputy Fire Chief)
Award to E-One Fire Equipment - $140,000

Agenda Item Summary

This item is to establish a supply agreement with a guarantee on parts prices for one year. The AFD operates 27 Ferrara fire trucks of various configurations (17 engines, 5 aerial ladder trucks, and 5 brush/grass fire trucks). This procurement process will set prices for the next year.

Requested Action

To approve the award the supply agreement for fire apparatus automotive parts to E-One, which houses the auto parts division of Ferrara. The total amount of this supply agreement is $140,000.

Funding Summary

This is a budgeted allocation for repair parts in the amount of $140,000, allocated to account 1910.52050 *Auto Parts*. Purchases will be as needed to repair Ferrara fire trucks.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of the supply agreement for Ferrara auto parts to E-One in the amount of $140,000, authorizing the City Manager to execute the purchasing agreement.

Bid No. 6997 Ferrara Fire Fleet Parts Maintenance Supply Agreement
Opened 4:00 p.m., February 23, 2021

To be awarded by lot.		E-ONE, INC.
Line 1 Miscellaneous Ferrara Fleet Parts, per specifications		
1 ea		
Unit Price	$140,000.000	
Extended Price		140,000.00
Bid Total		140,000.00
Award by Vendor		140,000.00
City		Chicago, IL





February 12, 2021

Ms. Gloria Alonzo Carlile
Public Safety Buyer
City of Amarillo
200 SE 3rd Avenue
Amarillo, TX 79101

Dear Ms. Alonzo Carlile:

This letter is to confirm REV Fire Parts (E-ONE, INC) has agreed to supply The City of Amarillo/Amarillo Fire Department with Ferrara Fire Fleet Parts, and the City of Amarillo/Amarillo Fire Department has agreed to purchase such parts, during calendar year 2021. The parties estimate the value of purchased parts during calendar year 2021 will be approximately $140,000. REV Fire Parts (E-ONE, INC) standard terms and conditions of sale will apply to all orders placed by The City of Amarillo/Amarillo Fire Department.

Best Regards,

Kent Tyler
President,
REV Fire Group

D

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 23, 2021	**Council Priority**	Public Safety
Department	Amarillo Fire Department		
Contact	Sam Baucom, Deputy Fire Chief		

Agenda Caption

CONSIDER AWARD – PURCHASE OF FIREFIGHTING GARMENTS
(Contact: Sam Baucom, Deputy Fire Chief)
Award to Daco Fire Equipment - $378,060
This item is the purchase of 100 sets (coat, pants, hoods, helmets, and gloves) of with a 7-year warranty.

Agenda Item Summary

Purchase 100 sets of NFPA 1971 compliant firefighting garments, including firefighting coats, pants, hoods, helmets, suspenders and gloves (aka Personal Protective Equipment - PPE) to replace older PPE that is nearing end of service life. The 7-year warranty ensures that the PPE is cleaned and repaired annually; and when it cannot be repaired, then the warranty will replace it at no additional costs. Per Texas Commission on Firefighting, PPE shall be replaced before it's 10-years old or when gear can not be repaired and recertified to the NFPA 1971 standard.

Requested Action

To approve the award the purchase of firefighting garments to Daco Fire Equipment in the amount of $378,060.

Funding Summary

This is a budgeted purchase in the amount of $378,060, allocated to account 1000.51370 Inventory, and charged out as needed to the 1910.51300, *Clothing and Linen* account. Purchase is through a Buyboard Contract.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of the purchase of firefighting garments to Daco Fire Equipment in the amount of $378,060, authorizing the City Manager to execute the purchasing agreement.

Bid No. 7002 CERTIFIED NFPA 1971 COMPLIANT STRUCTURAL FIREFIGHTER GARMENT
Opened 4:00 p.m., March 4, 2021

To be awarded as one lot.	DACO FIRE EQUIPMENT
Line 1 V-Force Coate, Male, 32", 6.5 oz, Armor AP Outershell, per specifications	
100 ea	
Unit Price	$1,459.000
Extended Price	145,900.00
Line 2 V-Force Pant, 6.5 oz, Armor AP Outershell, per specifications	
100 ea	
Unit Price	$930.000
Extended Price	93,000.00
Line 3 4-Way Non-Stretch Suspenders 42" with 3M Scotchlite, per specifications	
100 ea	
Unit Price	$30.000
Extended Price	3,000.00
Line 4 Redzone Particulate Hood, Tan With Barcode and Serial Numbers, per specifications	
100 ea	
Unit Price	$99.000
Extended Price	9,900.00
Line 5 Commander, Black and Gold Premium Split Leather. Cross Tech Insert With Film Technology and Kovenex Liner, per specifications	
100 ea	
Unit Price	$87.000
Extended Price	8,700.00

To be awarded as one lot.	DACO FIRE EQUIPMENT	
Line 6 Legacy 5 Helmet w/4" Faceshield. Plastic Thumbwheel Adjustments Yellow, per specifications		
100 ea		
Unit Price	$205.000	
Extended Price		20,500.00
Line 7 Repair (Incl. Uniforms) Staysafe Per Each Garment for 7 Years, per specifications		
1,400 ea		
Unit Price	$69.000	
Extended Price		96,600.00
Line 8 Faset 1851 Tracking Software Annual Maintenance Fee, per specifications		
1 ea		
Unit Price	$460.000	
Extended Price		460.00
Bid Total		378,060.00
Award by Vendor		378,060.00
City		Lubbock, TX

E

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 23, 2021	**Council Priority**	Infrastructure Initiative
Department	Assistant City Manager, Development Services		
Contact	Floyd Hartman		

Agenda Caption

CONSIDER APPROVAL – Second Addendum to an Interlocal Agreement between the City of Amarillo and Canyon Independent School District for Engineering Services and Participation in Public Improvements

This item is to consider approval to the second addendum of the previously executed Interlocal Agreement between the City of Amarillo and Canyon Independent School District for public improvements related to the future high school site located at Arden Road and Loop 335. The addendum amends the value of the cost participation by the City to match the final cost of construction and engineering services.

1. Engineering Services – Increase from $91,573.40 to $96,949.00
2. Participation in Public Improvements – Increase from $988,449.50 to $1,004,565.70

Agenda Item Summary

This item is to consider approval to the second addendum of the previously executed Interlocal Agreement between the City of Amarillo and Canyon Independent School District for public improvements related to the future high school site located at Arden Road and Loop 335. The addendum amends the value of the cost participation by the City to match the final cost of construction and engineering services.

1. Engineering Services – Increase from $91,573.40 to $96,949.00
2. Participation in Public Improvements – Increase from $988,449.50 to $1,004,565.70

Requested Action

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

Funding Summary

Funding for this project was approved in the FY 16/17 – FY 20/21 Community Investment Program Budget. The construction expenses for the paving portion of this project are funded from the Proposition 1 bond funds. Water and wastewater construction expenses are funded from department E&I funds.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO®
CITY MANAGER

Community Engagement Summary

The interlocal agreement has a small public impact. Affected property owners and stakeholders have been engaged throughout the design and construction of this project.

Staff Recommendation

City Staff is recommending approval of the addendum.

LSS 3/4/2021

SECOND ADDENDUM TO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO AND CANYON INDEPENDENT SCHOOL DISTRICT

On _____, 2021, the City of Amarillo, Texas ("City"), a municipal corporation located in Potter and Randall Counties, Texas and Canyon Independent School District ("School"), entered into a Second Addendum to the Interlocal Agreement Between City of Amarillo and Canyon Independent School District executed on April 20, 2020 ("Original Agreement") for School to perform all work designated in the Project for the design and construction of infrastructure in an easement from the intersection of Nancy Ellen Drive and Ellen Hope Street to the west side of Helium Road to the School ("Project") with the City reimbursing specified costs associated with such Project in accordance with the "Contract Documents" listed in the Original Agreement and Addendum. The parties agree that this Second Addendum comprises an integral part of that Agreement, and collectively, the three documents shall be referred to as "the Agreement."

RECITALS

A. The Addendum and Second Addendum to the Original Agreement for the City and School has a public purpose of completing the needed design and construction for infrastructure within the Project for governmental functions or services which are the subject matter of this Agreement; and

B. During the Project, the City and School agreed to perform specified activities related to the Project with the City reimbursing certain stated funds to the School for such agreed services completed, and the Addendum and Second Addendum have delineated additional terms and conditions in the common interest of the Parties needed to complete this Project; and

C. By simultaneously participating in the Project stated, the Parties will more efficiently complete the services and fund the Project to provide needed governmental services at the location of the Project; and

D. Because of additional terms and conditions as well as reimbursable funds needed between the Parties to perform the Project, the City and School desire to modify the original Agreement and Addendum executed April 20, 2020 to include such additional terms and conditions for services and reimbursable funds to complete the governmental functions or services at a reasonable cost to be shared by the Parties as stated below; and

E. Except as herein modified, the Interlocal Agreement and Addendum between the City of Amarillo and School remains in full force and effect.

Based upon valuable consideration given, the above recitals, and the additional governmental services required to complete the Project in the original Agreement, which will require additional costs for the construction of necessary improvements, the parties agree to the following:

TERMS

1. The original Agreement and Addendum shall be modified for the Scope of Services by adding traffic control and reimbursement costs for construction of additional improvements, the Project, as defined in the attached Interlocal Subdivision Improvement Agreement, incorporated herein as Exhibit A.. The total estimated City reimbursement for construction and engineering fees shall not exceed One Million Four Thousand Five Hundred Sixty-Five and 70/100 ($1,004,565.70) for construction and not exceed Ninety-Six Thousand Nine Hundred Forty-Nine and 00/100 ($96,949.00) Dollars for engineering, total estimates attached and incorporated herein. The parties agree to this revision of such original Agreement and Addendum executed April 20, 2020 to reflect the change in the City's reimbursement and any modifications of the Scope of Services for the completion of such governmental functions or services as a result.

2. The parties agree that this Addendum shall run concurrently with the Agreement and Addendum executed on April 20, 2020.

3. It is understood and agreed that Contractor shall be considered at all times an independent contractor under this Second Addendum for its services. Contractor shall not be considered, for any purpose, an employee or agent of the City or School within the meaning or the application of any federal, state, or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

4. The City and School will rely on the Interlocal Subdivision Improvement Agreement, Addendum, attached hereto and incorporated herein, as well as this Second Addendum for the details of the engineering and construction of required improvements to complete the Project.

5. The School shall complete the subdivision improvements within the Project in accordance with the Interlocal Subdivision Improvement Agreement, Addendum, and Second Addendum between the City of Amarillo and Canyon Independent School District.

6. If any provision of this Second Addendum is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable as long as said modification is reasonable within the intent the parties originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Second Addendum, Addendum or the original Agreement, collectively called "the Agreement," and "the Agreement" shall continue in force and effect as if such provision had not been included in this Second Addendum.

7. This Addendum shall be construed and given effect in accordance with the laws of the State of Texas without regard to conflict of law rules that would have the direct application of the laws of any other jurisdiction. The Parties also agree that should any action, whether real or asserted, at law or in equity, arise out of the execution,

performance, or attempted performance of this Agreement, venue for said action shall lie in Potter County, Texas.

8. This Second Addendum, Addendum, and original Agreement, collectively called "the Agreement," contain the entire agreement between the City and School with respect to the subject matter hereof and supersede any and all prior negotiations, understandings, representations or other agreements, whether written or oral. There are no other agreements, oral or written, and the terms of this Second Addendum may be modified or amended only by written agreement, signed by both parties hereto and by reference made a part hereof. This Second Addendum shall bind the parties hereto and their legal representatives and assigns.

WITNESS our hands this _____day of _____, 2021.

ATTEST:

_____
Frances Hibbs, City Secretary

CITY OF AMARILLO
(CITY)

By:_____
Jared Miller, City Manager

Date:_____

CANYON INDEPENDENT SCHOOL DISTRICT
(SCHOOL)

By: Daryl Flusche
Dr. Darryl Flusche, Superintendent

Date: 3/9/2021

ESTIMATED REIMBURSEMENT

Project Description: Water Distribution, Wastewater Collection, Paving and Drainage Improvements
High School At Arden Road - Canyon Independent School District
CSP 20-004
February 18, 2021

BASE PROPOSAL

Item No.	BASE PROPOSAL Items Description	Est. Quantity	Unit	WTU Unit Price	WTU Ext. Amount
1	Mobilization	1	LS	$ 94,520.00	$ 94,520.00
2	Excavation - Channel and Playa #4 Grading	14,800	CY	$ 10.50	$ 155,400.00
3	Excavation, Embankment & Grading - Street	14,540	SY	$ 4.00	$ 58,160.00
4	Compacted Subgrade (No Lime)	460	SY	$ 7.00	$ 3,220.00
5	6" Lime Stabilized Subgrade	7,790	SY	$ 8.00	$ 62,320.00
6	Lime	100	TON	$ 313.20	$ 31,320.00
7	30" Curb and Gutter	1,780	LF	$ 14.00	$ 24,920.00
8	6" Concrete Pavement and Flatwork	4,670	SF	$ 10.00	$ 46,700.00
9	6" Lift Flexible Base	16,040	SY	$ 13.00	$ 208,520.00
10	3.0" HMAC Type B Base	6,600	SY	$ 25.00	$ 165,000.00
11	2" HMAC Type D Surface	6,600	SY	$ 14.00	$ 92,400.00
12	1.5" HMAC Type F Surface	6,600	SY	$ 12.50	$ 82,500.00
13	Striping and Marking	1	LS	$ 8,770.00	$ 8,770.00
14	Traffic Signs	1	LS	$ 10,649.00	$ 10,649.00
15	Concrete Retaining Wall	1	LS	$ 9,800.00	$ 9,800.00
16	15" Class III, RCP Storm Sewer	0	LF	$ 90.00	$ -
17	18" Class III, RCP Storm Sewer	270	LF	$ 125.00	$ 33,750.00
18	24" Class III, RCP Storm Sewer	2,450	LF	$ 157.00	$ 384,650.00
19	36" Class III, RCP Storm Sewer	1,795	LF	$ 285.00	$ 511,575.00
20	Box Culvert	1	LS	$ 105,096.00	$ 105,096.00
21	72" Storm Sewer Manhole 0'-6' Depth	3	EA	$ 4,473.00	$ 13,419.00
22	90" Storm Sewer Manhole 0'-6' Depth	0	EA	$ 7,720.00	$ -
23	Extra Depth in 72" Storm Sewer MH over 6'	11.8	LF	$ 185.00	$ 2,183.00
24	Extra Depth in 90" Storm Sewer MH over 6'	0	LF	$ 272.50	$ -
25	Storm Sewer Inlet Box B-5	7	EA	$ 4,081.00	$ 28,567.00
26	3'x3' Area Drainage Inlet Structures	1	EA	$ 4,038.00	$ 4,038.00
27	4'x4' Area Drainage Inlet Structures	1	EA	$ 4,268.00	$ 4,268.00
28	5'x5' Area Drainage Inlet Structures	2	EA	$ 6,041.50	$ 12,083.00
29	Outlet Structure	1	EA	$ 12,350.00	$ 12,350.00
30	8" Stone RipRap	7,230	SF	$ 7.50	$ 54,225.00
31	18" Stone RipRap	1,240	SF	$ 9.00	$ 11,160.00
32	8" ASTM D3034, SDR 26, PVC, Sewer Line, 0'-10' cut	2,120	LF	$ 73.00	$ 154,760.00
33	8" ASTM D3034, SDR 26, PVC, Sewer Line, 10'-12' cut	30	LF	$ 73.00	$ 2,190.00
34	18" DR 25, AWWA C900, PVC, Sewer Line, 0'-18' cut	405	LF	$ 158.00	$ 63,990.00
35	18" DR 25, AWWA C900, PVC, Sewer Line, 18'-20' cut	70	LF	$ 158.00	$ 11,060.00
36	18" DR 25, AWWA C900, PVC, Sewer Line, 20'-22' cut	420	LF	$ 160.00	$ 67,200.00
37	18" DR 25, AWWA C900 RJ, PVC, Sewer, in Bore or Casing	360	LF	$ 104.10	$ 37,476.00
38	48" Sanitary Sewer Manhole, 0'-4' Depth	6	EA	$ 2,691.00	$ 16,146.00
39	Extra Depth in 48" Manhole Over 4'	25.6	LF	$ 160.00	$ 4,096.00
40	60" Fiberglas Sanitary Sewer Manhole, 0'-4' Depth	3	EA	$ 6,000.00	$ 18,000.00
41	Extra Depth in 60" Fiberglass Manhole Over 4'	44.3	LF	$ 570.00	$ 25,251.00
42	72" Fiberglas Sanitary Sewer Manhole, 0'-4' Depth	1	EA	$ 12,000.00	$ 12,000.00
43	Extra Depth in 72" Fiberglass Manhole Over 4'	16.6	LF	$ 390.00	$ 6,474.00
44	Drop Assembly	1	EA	$ 1,480.00	$ 1,480.00
45	6" AWWA C-900, DR 18 PVC Water Main	60	LF	$ 23.00	$ 1,380.00
46	12" AWWA C-900, DR 18 PVC Water Main	3,200	LF	$ 34.00	$ 108,800.00
47	20" AWWA C-900, DR 25 PVC Water Main	2,840	LF	$ 60.00	$ 170,400.00
48	12" AWWA C-900, DR 18 PVC RJ Water Main	380	LF	$ 61.00	$ 23,180.00
49	6" GV&B	6	EA	$ 1,181.00	$ 7,086.00
50	12" GV&B	8	EA	$ 2,438.50	$ 19,508.00
51	20" GV&B	4	EA	$ 15,191.00	$ 60,764.00
52	Fire Hydrant	6	EA	$ 2,719.00	$ 16,314.00
53	Fittings	8,370	LBS	$ 6.00	$ 50,220.00
54	Air Release Valve	1	EA	$ 6,014.00	$ 6,014.00
55	Sample Tap	4	EA	$ 1,963.75	$ 7,855.00
56	20" Steel Casing Pipe, 0.375 " WT	362	LF	$ 75.00	$ 27,150.00
57	30" Steel Casing Pipe, 0.500 " WT	360	LF	$ 130.00	$ 46,800.00
58	Bore For 20" Nom. Diameter Pipe	311	LF	$ 140.00	$ 43,540.00
59	Dry Bore For 30" Nom. Diameter Pipe	311	LF	$ 280.00	$ 87,080.00
60	Pavement Repair	20	SY	$ 104.65	$ 2,093.00
61	Utility Line Marker	4	EA	$ 250.00	$ 1,000.00
62	Permanent Seeding	6.0	AC	$ 5,186.00	$ 31,116.00
63	Trench Safety System	13,800	LF	$ 3.50	$ 48,300.00
64	Erosion Controls	1	LS	$ 20,760.00	$ 20,760.00
65	Traffic Control	1	LS	$ 12,000.00	$ 12,000.00
66	6'x6' Storm Sewer Junction Box 0'-6' Depth	1	EA	$ 8,700.00	$ 8,700.00
67	Off-Line Vent for Fiberglass Manhole	1	EA	$ 2,508.00	$ 2,508.00
CO-2	Additional domestic connections and irrigation tabs - CISD	1	LS	$ 23,839.40	$ 23,839.40
				Construction Total	**$ 3,478,093.40**
				Basic Services for Paving and Drainage, Water Distribution, and Wastewater Collection	**$ 359,300.00**
				Change Authorization for Easement	**$ 5,800.00**
				Change Authorization for Additional Easement Work	**$ 9,422.50**
				City of Amarillo - Engineering Fee for 18-Inch Sanitary Sewer Line	**$ 46,800.00**
				City of Amarillo Fee (1% of Construction Cost)	**$ 34,780.93**
				TOTAL	**$ 3,934,196.83**

City of Amarillo - 100% - Sewer Line

BASE PROPOSAL

Item No.	BASE PROPOSAL Items Description	Est. Quantity	Unit	WTU Unit Price	WTU Ext. Amount
1	Mobilization	1	LS	$ 10,430.00	$ 10,430.00
34	18" DR 25, AWWA C900, PVC, Sewer Line, 0'-18' cut	405	LF	$ 156.00	$ 63,990.00
35	18" DR 25, AWWA C900, PVC, Sewer Line, 18'-20' cut	70	LF	$ 158.00	$ 11,060.00
36	18" DR 25, AWWA C900, PVC, Sewer Line, 20'-22' cut	420	LF	$ 160.00	$ 67,200.00
37	18" DR 25, AWWA C900 RJ, PVC, Sewer, in Bore or Casing	360	LF	$ 104.10	$ 37,476.00
40	60" Fiberglas Sanitary Sewer Manhole, 0'-4' Depth	3	EA	$ 6,000.00	$ 18,000.00
41	Extra Depth in 60" Fiberglass Manhole Over 4'	44.3	LF	$ 570.00	$ 25,251.00
42	72" Fiberglas Sanitary Sewer Manhole, 0'-4' Depth	1	EA	$ 12,000.00	$ 12,000.00
43	Extra Depth in 72" Fiberglass Manhole Over 4'	16.6	LF	$ 390.00	$ 6,474.00
57	30" Steel Casing Pipe, 0.500 " WT	360	LF	$ 130.00	$ 46,800.00
59	Dry Bore For 30" Nom. Diameter Pipe	311	LF	$ 280.00	$ 87,080.00
60	Pavement Repair	20	SY	$ 104.65	$ 2,093.00
61	Utility Line Marker	2	EA	$ 250.00	$ 500.00
63	Trench Safety System	944	LF	$ 3.50	$ 3,304.00
				Construction Total	$ 391,658.00
				City of Amarillo - Engineering Fee for 18-Inch Sanitary Sewer Line	$ 46,800.00
				City of Amarillo Fee (1% of Construction Cost)	$ 3,916.58
				TOTAL	$ 442,374.58

City of Amarillo - 20" Oversize Water Line (Over 8-inch)

BASE PROPOSAL

Item No.	BASE PROPOSAL Items Description	Est. Quantity	Unit	WTU Unit Price	WTU Ext. Amount
1	Mobilization	1	LS		$ -
47	20" AWWA C-900, DR 25 PVC Water Main	2840	LF	$ 60.00	$ 170,400.00
51	20" GV&B	4	EA	$ 15,191.00	$ 60,764.00
53	20" Fittings	6460	LBS	$ 6.00	$ 38,760.00
47	8" AWWA C-900, DR 25 PVC Water Main	-2840	LF	$ 24.00	$ (68,160.00)
51	8" GV&B	-4	EA	$ 1,528.00	$ (6,112.00)
53	8" Fittings	-2000	LBS	$ 6.00	$ (12,000.00)
				Total Differential	$ 183,652.00
				City of Amarillo Fee (1% of Construction Cost)	$ 1,836.52
				TOTAL	$ 185,488.52

City of Amarillo -Paving - 50% of the cost

BASE PROPOSAL

Item No.	BASE PROPOSAL Items Description	Est. Quantity	Unit	WTU Unit Price	WTU Ext. Amount
1	Mobilization	1	LS	$ 11,170.00	$ 11,170.00
3	Excavation, Embankment & Grading - Street	7,270	SY	$ 4.00	$ 29,080.00
4	Compacted Subgrade (No Lime)	230	SY	$ 7.00	$ 1,610.00
5	8" Lime Stabilized Subgrade	3,895	SY	$ 8.00	$ 31,160.00
6	Lime	50	TON	$ 313.20	$ 15,660.00
7	30" Curb and Gutter	890	LF	$ 14.00	$ 12,460.00
8	6" Concrete Pavement and Flatwork	2,335	SF	$ 10.00	$ 23,350.00
9	6" Lift Flexible Base	8,020	SY	$ 13.00	$ 104,260.00
10	3.0" HMAC Type B Base	3,300	SY	$ 25.00	$ 82,500.00
11	2" HMAC Type D Surface	3,300	SY	$ 14.00	$ 46,200.00
12	1.5" HMAC Type F Surface	3,300	SY	$ 12.50	$ 41,250.00
13	Striping and Marking	0.5	LS	$ 8,770.00	$ 4,385.00
14	Traffic Signs	0.5	LS	$ 10,649.00	$ 5,324.50
15	Concrete Retaining Wall	0.5	LS	$ 9,800.00	$ 4,900.00
65	Traffic Control	0.5	LS	$ 12,000.00	$ 6,000.00
				Construction Total	$ 419,309.50
				Basic Services for Paving and Drainage (11.96% of Basic Fee)	$ 50,149.00
				City of Amarillo Fee (1% of Construction Cost)	$ 4,193.10
				TOTAL	$ 473,651.60

TOTAL ESTIMATED COSTS FOR CITY OF AMARILLO	$ 1,101,514.70
TOTAL ESTIMATED COSTS FOR CANYON ISD	$ 2,832,682.14
TOTAL	$ 3,934,196.83

EXHIBIT A

LSS 2/17/2020

ADDENDUM TO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO AND CANYON INDEPENDENT SCHOOL DISTRICT

On April 8, 2020, the City of Amarillo, Texas ("City"), a municipal corporation located in Potter and Randall Counties, Texas and Canyon Independent School District ("School"), entered into an Addendum to the Interlocal Agreement Between City of Amarillo and Canyon Independent School District executed on January 8, 2020 ("Original Agreement") for School to perform all work designated in the Project for the design and construction of infrastructure in an easement from the intersection of Nancy Ellen Drive and Ellen Hope Street to the west side of Helium Road to the School ("Project") with the City reimbursing specified costs associated with such Project in accordance with the "Contract Documents" listed in the Original Agreement. The parties agree that this Addendum comprises an integral part of that Agreement, and collectively, both documents shall be referred to as "the Agreement."

RECITALS

A. This Addendum to the Original Agreement for the City and School has a public purpose of completing the needed design and construction for infrastructure within the Project for governmental functions or services which are the subject matter of this Agreement; and

B. During the Project, the City and School have agreed to perform specified activities related to the Project with the City reimbursing certain stated funds to the School for such agreed services completed, and this Agreement delineates additional terms and conditions in the common interest of the Parties needed to complete this Project; and

C. By simultaneously participating in the Project stated, the Parties will more efficiently complete the services and fund the Project to provide needed governmental services at the location of the Project; and

D. Because of additional terms and conditions as well as reimbursable funds needed between the Parties to perform the Project, the City and School desire to modify the original Agreement executed January 8, 2020 to include such additional terms and conditions for services and reimbursable funds to complete the governmental functions or services at a reasonable cost to be shared by the Parties as stated below; and

E. Except as herein modified, the Interlocal Agreement between the City of Amarillo and School remains in full force and effect

Based upon valuable consideration given, the above recitals, and the additional governmental services required to complete the Project in the original Agreement, which will require additional costs for the construction of necessary improvements, the parties agree to the following:

TERMS

1. The original Agreement shall be modified for the Scope of Services by adding reimbursement costs for construction of additional improvements, the Project, as defined in the attached Interlocal Subdivision Improvement Agreement, incorporated herein as Exhibit A.. The total estimated City reimbursement for construction and engineering fees shall not exceed Nine Hundred Eighty-Eight Thousand Four Hundred Forty-Nine and 50/100 ($988,449.50) for construction and not exceed Ninety-One Thousand Five Hundred Seventy-Three and 40/100 ($91,573.40) Dollars for engineering, total estimates attached and incorporated herein. The parties agree to the revision of such original Agreement executed January 8, 2020 to reflect the change in the City's reimbursement and any modifications of the Scope of Services for the completion of such governmental functions or services as a result.

2. The parties agree that this Addendum shall run concurrently with the Agreement executed on January 8, 2020.

3. It is understood and agreed that Contractor shall be considered at all times an independent contractor under this Addendum for its services. Contractor shall not be considered, for any purpose, an employee or agent of the City or School within the meaning or the application of any federal, state, or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

4. The City and School will rely on the Interlocal Subdivision Improvement Agreement, attached hereto and incorporated herein, for the details of the engineering and construction of required improvements to complete the Project.

5. The School shall complete the subdivision improvements within the Project in accordance with the Interlocal Subdivision Improvement Agreement between the City of Amarillo and Canyon Independent School District.

6. The City agrees to reimburse the School for construction costs for the above-stated not to exceed amounts estimated, attached hereto and incorporated herein, upon the City's acceptance and completion.

7. If any provision of this Addendum is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable as long as said modification is reasonable within the intent the parties originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Addendum or the original Agreement, collectively called "the Agreement," and "the Agreement" shall continue in force and effect as if such provision had not been included in this Addendum.

8. This Addendum shall be construed and given effect in accordance with the laws of the State of Texas without regard to conflict of law rules that would have the direct application of the laws of any other jurisdiction. The Parties also agree that should any action, whether real or asserted, at law or in equity, arise out of the execution,

performance, or attempted performance of this Agreement, venue for said action shall lie in Potter County, Texas.

9. This Addendum and original Agreement, collectively called "the Agreement," contain the entire agreement between the City and School with respect to the subject matter hereof and supersede any and all prior negotiations, understandings, representations or other agreements, whether written or oral. There are no other agreements, oral or written, and the terms of this Addendum may be modified or amended only by written agreement, signed by both parties hereto and by reference made a part hereof. This Addendum shall bind the parties hereto and their legal representatives and assigns.

WITNESS our hands this 13 day of May, 2020.

ATTEST

Frances Hibbs, City Secretary

CITY OF AMARILLO
(CITY)

By: Jared Miller, City Manager

Date 05/13/2020

CANYON INDEPENDENT SCHOOL DISTRICT
(SCHOOL)

By: Dr. Darryl Flusche, Superintendent

Date:

INTERLOCAL SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF AMARILLO
AND CANYON INDEPENDENT SCHOOL DISTRICT

This Agreement is made and entered into this 20th day of April, 2020, by and between Canyon Independent School District of Randall County Texas, hereinafter referred to as ("School"), and the City of Amarillo, acting by and through its governing body, the City Council, hereinafter referred to as ("City").

WHEREAS, the construction of utilities, streets, curb and gutter, drainage, and other required improvements must be constructed or there must be an agreement (hereinafter referred to as "Agreement") in place between School and the City before securing the construction of the required improvements and prior to issuance of any building permit for the property that is located; and

WHEREAS, School and the City desire to enter into an agreement concerning the construction of improvements as required by and in accordance with the Amarillo Municipal Code CISD High School at Arden Road (the "Project") in Randall County, Texas; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes any local government to contract with one or more local governments to perform governmental functions and enables local governments to cooperate with other local governments and public agencies, including school districts, to provide services and facilities on a basis of mutual advantage, and to enter into an Interlocal Agreement and services under the terms of the Act; and

WHEREAS, School and the City have determined that neither sufficient access nor sufficient utilities are currently available at the site, and it is further determined that the safe, convenient, orderly and adequate provision of public school facilities is essential to the health, safety, and general welfare of the citizens of Randall County; and

NOW, THEREFORE, to accomplish these goals and purposes, School and the City (hereinafter referred to collectively as "Parties") hereby enter into this Agreement upon and for the mutual consideration stated herein.

WITNESSETH:

1. Parties agree that School, acquiring fee title to the property, shall be a condition precedent to the Agreement and the enforcement of the Parties' obligations as set forth herein. School shall be solely responsible for all costs associated with the construction and installation of the Project and there is no participation by the City for improvements.

2. City agrees to allow School to construct improvements related with CISD High School at Arden Road after the following requirements have been met:

    a. School will submit Construction Plans for approval by the City. Constructions Plans will need to be approved prior to the approval of the plat.
    b. School will submit a Final Plat for approval by the City.

c. School will submit a Site Plan to be approved by the City prior to any building permits being issued.
d. School will have fire protection set in place and the streets construct shall be all weather roads prior to issuance of any building permits. All improvements shall be designed to meet or exceed the current City of Amarillo Specifications for such improvements and shall be constructed in accordance with the plans and specifications approved by the City.
e. Water meters with water lines or fire hydrants must be looped.

3. School shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, School shall comply with all state statutory requirements. School shall provide the City with a copy of the executed construction contract(s) for the Project.

4. If School fails or refuses to timely comply with any of its obligations hereunder, or if School's representations or covenants contained herein are not true or have been breached, the City will have the right to enforce this Agreement by any remedy at law or in equity or under this Agreement, including to terminate this Agreement or to waive the applicable objection or condition.

5. In the event School causes the above mentioned improvements to be constructed by and through a contractor, such contractor shall obtain all permits and inspections, comply with all bond and insurance requirements, and meet all other requirements of the Amarillo Municipal Code.

6. School has estimated that the costs of the required improvements are as follows:

• Drainage	$1,449,400.00
• Paving	$838,619.00
• Water	$582,424.00
• Sewer	$583,811.00

7. In addition to constructing the public improvements, School or the contractor will, following written acceptance of all required public improvements by the City, provide a one year warranty warranting the materials and workmanship related to the public improvements. This warranty shall be secured by a maintenance bond in the amount of 100% of the actual cost of the public improvements. The Bond will be subject to approval of the City Attorney.

8. The terms and conditions set out in this Agreement shall be binding upon the Parties hereto, and upon the affiliates, partners, trusts, heirs, successors, assigns, executors, administrators, and personal representatives of School and City.

9. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES

FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

10. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties agree that should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, or attempted performance of this Agreement, venue for said action shall lie in Potter County, Texas.

11. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement hall not create any rights in parties not signatories hereto.

13. This Agreement shall be effective upon execution by both Parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period. It is agreed that the technical requirements and specifications for the Project shall be in accordance with those established by the construction plans and/or City's Capital Project and Development Engineering Department.

14. School agrees to dedicate to City its entire portion of the streets per the plans and specification adjacent to the Project. Any and all dedications will not be effective until City takes formal action to accept the dedication(s).

15. Nothing herein shall constitute an implied waiver of City's sovereign immunity. This Agreement is effective upon signature by the last party to sign it. If any provision of this Agreement is held by the courts to be illegal or unenforceable, that provision shall be severed from the agreement and shall not render invalid the remaining provisions of this Agreement. The provisions herein constitute the full extent of the Agreement among the Parties concerning all aspects of the improvement to Project and no parole evidence shall be allowed to contradict the terms hereof. Any amendment to or modification of this Agreement shall be by the written, mutual consent of the Parties hereto. No obligation contained herein shall be transferred or assigned without the written, mutual consent of the Parties hereto.

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.

CITY OF AMARILLO

By: _____
Jared Miller, City Manager

Date: 05/13/2020

ATTEST

By: _____
Frances Hibbs, City Secretary

CANYON INDEPENDENT SCHOOL DISTRICT

By: _____
Cheryl Dueckle, Superintendent

Date

INTERLOCAL AGREEMENT
BETWEEN
CITY OF AMARILLO AND
CANYON INDEPENDENT SCHOOL DISTRICT

WHEREAS, the CITY and SCHOOL are authorized to enter into agreements with one another to increase the efficiency and effectiveness of local governments in accordance with Texas Government Code, Chapter 791, "Interlocal Cooperative Contracts" (the "Act"); and

WHEREAS, the CITY and SCHOOL are both local government entities as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to the citizens; and

WHEREAS, the School currently has engaged the services of Brandt Engineers Group, Ltd. (hereinafter referred to as "BRANDT") under a contract for the design and construction of an 18-inch line that the City will construct in an easement from the intersection of Nancy Ellen Drive and Ellen Hope Street to the west side of Helium Road (the "PROJECT"); and

WHEREAS, the parties agree to delegate the contract for design and construction of infrastructure in an easement from the intersection of Nancy Ellen Drive and Ellen Hope Street to the west side of Helium Road to the School, in return for which, the City will pay specified costs associated with such project; and

WHEREAS, the School contract with Brandt is subject to Change Orders which would allow the City to participate in such contract for the upsizing of certain lines as hereinafter described and to be accomplished simultaneously; and

WHEREAS, the City's master plan for development commits the City to provide sewer line service to approximately four sections of land west of Helium Road for design and construction costs; and

WHEREAS, the School plans to extend such sewer line service from this location of the west side of Helium Road to their site, and the City may upsize participation for the portion of the main adjacent and parallel to the Helium Road right-of-way to be placed in a public utility easement adjacent to the Helium right-of-way, depending on the engineer's routing determination; and

WHEREAS, the School also will install a water main from this same location on Nancy Ellen from Ellen Hope to their site and connect/loop back into the water main to connect with the City, and the City will participate in upsizing the water main on the west side of Helium for those portions of the main that are adjacent and parallel to Helium for the cost of size increase above what School is required to install; and

WHEREAS, the CITY has current revenues available to satisfy the costs and expenses incurred pursuant to this Agreement; and

WHEREAS, the SCHOOL and CITY mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, "Interlocal Cooperative Contracts," and other applicable sections, statutes and contracts pursuant thereto.

NOW THEREFORE, for mutual consideration hereinafter stated, CITY and SCHOOL agree as follows:

I.

ENTITY

Each Party is a local government entity within the State of Texas.

II.

PUBLIC BENEFIT AND PURPOSE

The respective governing body of each party finds that the subject of this Agreement is necessary for the public's benefit with each Party having the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement. This Agreement contains a division of cost to fairly compensate the performing Party for the services performed, and this Agreement's performance is in the common interest of all Parties.

III.

TERM AND TERMINATION

This Agreement shall commence immediately upon its execution and shall terminate upon completion of the projects contemplated herein, and payment of all amounts required herein.

IV.

OPERATING STANDARDS

CITY and SCHOOL mutually agree to fully adhere to all operating standards, practices, and policies of the CITY, as to the infrastructure development project herein.

V.

PERFORMANCE BY SCHOOL

SCHOOL shall negotiate the terms and conditions of the current contract with BRANDT to provide for Change Orders to accomplish the design and construction of an 18-inch line that the City will construct in an easement from the intersection of Nancy Ellen Drive and Ellen Hope Street to the west side of Helium Road. This PROJECT shall be in full accordance with design and construction specifications developed and published by the CITY, and CITY shall be specifically consulted with and approve all PROJECT work to be completed with CITY reimbursement. The City will reimburse the engineering and the construction amounts to be determined in accordance with Section IX, Exhibit Incorporated and Authorized Adjustments. The Change Orders so negotiated shall include all terms and conditions, including commencement and completion dates, as are directed by the CITY.

VI.

PERFORMANCE BY CITY

CITY shall provide all terms and conditions necessary for negotiation and execution of Change Orders to the current contract between SCHOOL and BRANDT for the PROJECT. Upon completion of the PROJECT, the CITY shall inspect the work and determine acceptance thereof. Upon receipt by SCHOOL

of invoices and bills for payment for services rendered under the Change Orders, the City shall review and arrange for timely reimbursement for amounts owed, in accordance with the contract.

VII.

CONTRACTUAL RELATIONSHIP ONLY

Except as specifically provided herein, in performing services under this Agreement, neither Party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.

VIII.

CURRENT REVENUES

Both the Party performing a service and the parties paying for the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the Party.

IX.

EXHIBIT INCORPORATED AND AUTHORIZED ADJUSTMENTS

The provisions of Exhibit A, engineer estimates of services and paving construction, are incorporated herein by this reference as though stated here verbatim. The City will reimburse for the Engineering services costs in an amount not to exceed Forty-Six Thousand Eight Hundred and No/100 Dollars ($46,800.00), and the City will participate in construction costs for paving up to ½ the cost of the actual cost of paving on Arden Road in accordance with City policy. The engineer's estimated cost of such paving is also attached for the amount of One Million Six Hundred Thousand and No/100 Dollars ($1,600,000.00), in which the City will pay for the paving costs on Arden Road not to exceed ½ or Eight Hundred Thousand and No/100 Dollars ($800,000). Further, the governing body of each Party hereby authorizes its point-of-contact to mutually agree (without the need of further approval by either governing body) to make minor adjustments in the operational procedures, terms, and conditions described in Exhibit A and to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or constitute material change in the fees, costs, or performance required of any Party hereto.

X.

LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This Agreement does not create any right, benefit, expectation, warranty, promise, or cause of action for any other person or entity who is not a party to this Agreement. By executing this Agreement, no Party waives, or shall be deemed to waive, and immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and function. Each Party shall be solely responsible for any attorney fees, costs, loss, damages, injury, or death to others or their property arising out of or related to the acts or omissions only of the Party's employees or agents and not those of any other Party.

XI.

GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Should any action, whether real or asserted, at law or in equity, arise out of execution, performance, or attempted performance of this Agreement, venue for said action shall lie in Potter County, Texas.

XII.

NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

This Agreement has no third-party beneficiaries. This Agreement shall not be deemed to create, and does not create, a joint venture.

XIII.
ENTIRE AGREEMENT

This Agreement represents the full and complete agreement between CITY and SCHOOL and supersedes all prior written or verbal agreements. This Agreement may be modified or amended only by a written instrument signed by the parties.

XIV.
NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

CITY
Floyd Hartman
Assistant City Manager
City of Amarillo
601 S. Buchanan
Amarillo, Texas 79105

SCHOOL
Heather Wilson
Assistant Superintendent
Canyon Independent School District
P.O. Box 899
Canyon, Texas 79015

XV.
SEVERANCE

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.

XVI.
AUTHORITY TO SIGN

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. SCHOOL has executed this Agreement pursuant to duly authorized action of the SCHOOL Board. CITY has executed this Agreement pursuant to the authority granted by its Home Rule Charter and City Council.

XVII.
AMENDMENTS

This Agreement with the attached Exhibit contains all the commitments and agreements of the Parties, and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement shall supersede all prior agreements regarding the same subject matter. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this Agreement and Exhibit A, then the terms of Exhibit A shall control.

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
(CITY)

By: Jared Miller, City Manager

Date: 01/02/2020

CANYON INDEPENDENT SCHOOL DISTRICT
(SCHOOL)

By: Dr Daryl Hische, Superintendent

Date: Nov. 11 2019

Exhibit A

ENGINEERING SERVICES
CONTRACT CHANGE AUTHORIZATION FOR
CONTRACT DATED SEPTEMBER 11, 2017 BETWEEN
CANYON ISD AND BRANDT ENGINEERS GROUP, LTD.

Owner: Canyon ISD
P.O. Box 899
Canyon, Texas 79015

Date: July 15, 2019

Project Description:
An 18-inch line that the City of Amarillo will construct in an easement from the intersection of Nancy Ellen Drive and Ellen Hope Street to the west side of Helium Road.

Description of Services Added/Deleted:
This contract change authorization will add the Preliminary Design, Design, Bidding, Construction, Project Representation, and Closeout phase services for the portion of the line described above. These engineering services will be reimbursed to the Canyon Independent School District by the City of Amarillo through an inter-local governmental agreement.

Compensation shall be adjusted as follows:

Planning Phase	$ 8,880.00
Design Phase	$ 18,720.00
Bidding Phase	$ 3,290.00
Construction Phase	$ 14,360.00
Closeout Phase	$ 1,550.00
TOTAL ENGINEER SERVICES*:	**$ 46,800.00**

(*excluding Additional Services and Reimbursable Expenses)

All other provisions, terms, and conditions of the agreement for services that are not expressly amended shall remain in full force and effect.

Brandt Engineers:
By: MaryEllen Brandt
Title: President
Date: 7/10/19

Canyon ISD:
By: _____
Title: _____
Date: _____

ENGINEER'S WORK OUTLINE
City of Amarillo
10-Inch Sewer Line Extension - CISD High School - Arden Road
7/8/2019

	Eng	Tech	Draft	Survey	Expense
PLANNING PHASE					
1 Gather data	4	4	0	0	0.00
2 Perform Engineering Survey	2	2	12	24	0.00
3 Develop a preliminary opinion of probable construction costs	0	4	0	0	0.00
4 Reproductions	0	0	4	0	10.00
Total Time/outside expense	14	10	16	24	10.00
DESIGN PHASE					
1 Kickoff Meeting	4	4	0	0	0
2 Preparation of plans	14	28	28	0	0.00
3 Preparation of specifications	8	4	0	0	0.00
4 Submit/Opinion of probable construction costs	4	4	0	0	0.00
5 Design coordination meetings	8	8	0	0	0.00
6 Preparation of bid documents	4	4	0	0	0.00
7 TxDOT Permit	8	8	0	0	0.00
8 TCEQ Summary Transmittal Letter	8	8	0	0	0.00
9 Reproductions and postage	0	0	2	0	50.00
Total Time/outside expense	58	68	30	0	50
BIDDING PHASE					
1 Prebid conference / issue minutes	2	4	0	0	0.00
2 Issue addenda, answer bidder questions	2	2	0	0	0.00
3 Review bid tabulation	2	2	0	0	0.00
4 Assist in evaluation of bids and recommendations	2	2	0	0	0.00
5 Consult on acceptability of subs and suppliers	2	2	0	0	0.00
6 Reproduction and postage	0	2	4	0	50.00
Total Time/outside expense	10	12	4	0	50.00
CONSTRUCTION PHASE					
1 Construction administration, documentation, coordination	4	0	0	0	0.00
2 Conduct preconstruction meeting / issue minutes	0	2	0	0	0.00
3 Assess for the establishment of horizontal and vertical control	2	2	0	2	0.00
4 Conduct the final inspection	2	0	0	0	0.00
5 Reproduction and Postage	0	0	4	0	100.00
Total Time/outside expense	8	4	4	2	100
PROJECT REPRESENTATIVE					
1 Attend job site and construction meetings	2				0.00
2 Provide oversight/coordination on testing	2				0.00
3 Review testing for conformance with contract documents	2				0.00
4 Review submittals, test reports, and certifications	2				0.00
5 Maintain records of submittals and test reports	0				0.00
6 Review construction schedules for compliance	0				0.00
7 Keep a daily diary of construction activities	0				0.00
8 Answer RFI's and issue Field Orders	2				0.00
9 Review and process payment requested (2 ea.)	3				0.00
10 Evaluate, process, and recommendations on change orders	2				0.00
11 Conduct and provide minutes for monthly progress meetings	0				0.00
12 Provide monthly status reports	0				0.00
13 Advise the contractor of necessity of corrective work	2				0.00
14 Follow resolution of corrective work	2				0.00
15 Report unsatisfactory work to Owner	0				0.00
16 Report and advise the Owner of inspection activities	0				0.00
17 Verify materials, equipment and systems used and their storage	0				0.00
18 Generate a punch list	0				0.00
19 Conduct final walk through	4				0.00
20 Recommend release of retainage	1				0.00
21 Manage/coordinate the collection of closeout documents	0				0.00
22 Assist the Owner in project acceptance	2				0.00
Duties Listed Above		80			
Total Time/outside expense	35	80	0	0	0
CLOSEOUT PHASE					
1 Preparation of record drawings	2	4	4	0	0.00
2 Reproductions and Postage	0	0	4	0	200.00
Total Time/outside expense	2	4	8	0	200.00

INTERLOCAL COOPERATION AGREEMENT WITH CANYON INDEPENDENT SCHOOL DISTRICT

INTERLOCAL AGREEMENT
BETWEEN
CITY OF AMARILLO AND
CANYON INDEPENDENT SCHOOL DISTRICT

WHEREAS, the CITY and SCHOOL are authorized to enter into agreements with one another to increase the efficiency and effectiveness of local governments in accordance with Texas Government Code, Chapter 791, "Interlocal Cooperative Contracts" (the "Act"); and

WHEREAS, the CITY and SCHOOL are both local government entities as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to the citizens; and

WHEREAS, the School currently has engaged the services of Brandt Engineers Group, Ltd. (hereinafter referred to as "BRANDT") under a contract for the design and construction of an 18-inch line that the City will construct in an easement from the intersection of Nancy Ellen Drive and Ellen Hope Street to the west side of Helium Road (the "PROJECT"); and

WHEREAS, the parties agree to delegate the contract for design and construction of infrastructure in an easement from the intersection of Nancy Ellen Drive and Ellen Hope Street to the west side of Helium Road to the School, in return for which, the City will pay specified costs associated with such project; and

WHEREAS, the School contract with Brandt is subject to Change Orders which would allow the City to participate in such contract for the upsizing of certain lines as hereinafter described and to be accomplished simultaneously; and

WHEREAS, the City's master plan for development commits the City to provide sewer line service to approximately four sections of land west of Helium Road for design and construction costs; and

WHEREAS, the School plans to extend such sewer line service from this location of the west side of Helium Road to their site, and the City may upsize participation for the portion of the main adjacent and parallel to the Helium Road right-of-way to be placed in a public utility easement adjacent to the Helium right-of-way, depending on the engineer's routing determination; and

WHEREAS, the School also will install a water main from this same location on Nancy Ellen from Ellen Hope to their site and connect/loop back into the water main to connect with the City, and the City will participate in upsizing the water main on the west side of Helium for those portions of the main that are adjacent and parallel to Helium for the cost of size increase above what School is required to install; and

WHEREAS, the CITY has current revenues available to satisfy the costs and expenses incurred pursuant to this Agreement; and

WHEREAS, the SCHOOL and CITY mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, "Interlocal Cooperative Contracts," and other applicable sections, statutes and contracts pursuant thereto.

NOW THEREFORE, for mutual consideration hereinafter stated, CITY and SCHOOL agree as follows:

I.
ENTITY

Each Party is a local government entity within the State of Texas.

II.
PUBLIC BENEFIT AND PURPOSE

The respective governing body of each party finds that the subject of this Agreement is necessary for the public's benefit with each Party having the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement. This Agreement contains a division of cost to fairly compensate the performing Party for the services performed, and this Agreement's performance is in the common interest of all Parties.

III.
TERM AND TERMINATION

This Agreement shall commence immediately upon its execution and shall terminate upon completion of the projects contemplated herein, and payment of all amounts required herein.

IV.
OPERATING STANDARDS

CITY and SCHOOL mutually agree to fully adhere to all operating standards, practices, and policies of the CITY, as to the infrastructure development project herein.

V.
PERFORMANCE BY SCHOOL

SCHOOL shall negotiate the terms and conditions of the current contract with BRANDT to provide for Change Orders to accomplish the design and construction of an 18-inch line that the City will construct in an easement from the intersection of Nancy Ellen Drive and Ellen Hope Street to the west side of Helium Road. This PROJECT shall be in full accordance with design and construction specifications developed and published by the CITY, and CITY shall be specifically consulted with and approve al · PROJECT work to be completed with CITY reimbursement The City will reimburse the engineering and the construction amounts to be determined in accordance with Section IX, Exhibit Incorporated and Authorized Adjustments. The Change Orders so negotiated shall include all terms and conditions, including commencement and completion dates, as are directed by the CITY.

VI.
PERFORMANCE BY CITY

CITY shall provide all terms and conditions necessary for negotiation and execution of Change Orders to the current contract between SCHOOL and BRANDT for the PROJECT. Upon completion of the PROJECT, the CITY shall inspect the work and determine acceptance thereof. Upon receipt by SCHOOL

of invoices and bills for payment for services rendered under the Change Orders, the City shall review and arrange for timely reimbursement for amounts owed, in accordance with the contract.

VII.

CONTRACTUAL RELATIONSHIP ONLY

Except as specifically provided herein, in performing services under this Agreement, neither Party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.

VIII.

CURRENT REVENUES

Both the Party performing a service and the parties paying for the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the Party.

IX.

EXHIBIT INCORPORATED AND AUTHORIZED ADJUSTMENTS

The provisions of Exhibit A, engineer estimates of services and paving construction, are incorporated herein by this reference as though stated here verbatim. The City will reimburse for the Engineering services costs in an amount not to exceed Forty-Six Thousand Eight Hundred and No/100 Dollars ($46,800.00), and the City will participate in construction costs for paving up to ½ the cost of the actual cost of paving on Arden Road in accordance with City policy. The engineer's estimated cost of such paving is also attached for the amount of One Million Six Hundred Thousand and No/100 Dollars ($1,600,000.00), in which the City will pay for the paving costs on Arden Road not to exceed ½ or Eight Hundred Thousand and No/100 Dollars ($800,000). Further, the governing body of each Party hereby authorizes its point-of-contact to mutually agree (without the need of further approval by either governing body) to make minor adjustments in the operational procedures, terms, and conditions described in Exhibit A and to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or constitute material change in the fees, costs, or performance required of any Party hereto.

X.

LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This Agreement does not create any right, benefit, expectation, warranty, promise, or cause of action for any other person or entity who is not a party to this Agreement. By executing this Agreement, no Party waives, or shall be deemed to waive, and immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and function. Each Party shall be solely responsible for any attorney fees, costs, loss, damages, injury, or death to others or their property arising out of or related to the acts or omissions only of the Party's employees or agents and not those of any other Party.

XI.

GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Should any action, whether real or asserted, at law or in equity, arise out of execution, performance, or attempted performance of this Agreement, venue for said action shall lie in Potter County, Texas.

XII.

NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

This Agreement has no third-party beneficiaries. This Agreement shall not be deemed to create, and does not create, a joint venture.

XIII.
ENTIRE AGREEMENT

This Agreement represents the full and complete agreement between CITY and SCHOOL and supersedes all prior written or verbal agreements. This Agreement may be modified or amended only by a written instrument signed by the parties.

XIV.
NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

CITY
Floyd Hartman
Assistant City Manager
City of Amarillo
601 S. Buchanan
Amarillo, Texas 79105

SCHOOL
Heather Wilson
Assistant Superintendent
Canyon Independent School District
P.O. Box 899
Canyon, Texas 79015

XV.
SEVERANCE

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.

XVI.
AUTHORITY TO SIGN

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. SCHOOL has executed this Agreement pursuant to duly authorized action of the SCHOOL Board. CITY has executed this Agreement pursuant to the authority granted by its Home Rule Charter and City Council.

XVII.
AMENDMENTS

This Agreement with the attached Exhibit contains all the commitments and agreements of the Parties, and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement shall supersede all prior agreements regarding the same subject matter. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this Agreement and Exhibit A, then the terms of Exhibit A shall control.

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
(CITY)

By: Jared Miller, City Manager

Date: 11/08/2019

CANYON INDEPENDENT SCHOOL DISTRICT
(SCHOOL)

By: Dr. Daryl Elusche, Superintendent

Date: Nov. 11, 2019

Exhibit A

ENGINEERING SERVICES
CONTRACT CHANGE AUTHORIZATION FOR
CONTRACT DATED SEPTEMBER 11, 2017 BETWEEN
CANYON ISD AND BRANDT ENGINEERS GROUP, LTD.

Owner: Canyon ISD
P.O. Box 899
Canyon, Texas 79015

Date: July 15, 2019

Project Description:
An 18-inch line that the City of Amarillo will construct in an easement from the intersection of Nancy Ellen Drive and Ellen Hope Street to the west side of Helium Road.

Description of Services Added/Deleted:
This contract change authorization will add the Preliminary Design, Design, Bidding, Construction, Project Representation, and Closeout phase services for the portion of the line described above. These engineering services will be reimbursed to the Canyon Independent School District by the City of Amarillo through an inter-local governmental agreement.

Compensation shall be adjusted as follows:

Planning Phase	$ 8,880.00
Design Phase	$ 18,720.00
Bidding Phase	$ 3,290.00
Construction Phase	$ 14,360.00
Closeout Phase	$ 1,550.00
TOTAL ENGINEER SERVICES*:	$ 46,800.00

(*excluding Additional Services and Reimbursable Expenses)

All other provisions, terms, and conditions of the agreement for services that are not expressly amended shall remain in full force and effect.

Brandt Engineers:
By: Nancy Ellen Brandt
Title: President
Date: 4/10/19

Canyon ISD:
By: _____
Title: _____
Date: _____

ENGINEER'S WORK OUTLINE
City of Amarillo
16-Inch Sewer Line Extension - CISD High School - Arden Road
7/8/2019

	Eng	Tech	Draft	Survey	Expense
PLANNING PHASE					
1 Gather data	4	4	0	0	0.00
2 Perform Engineering Survey	2	2	12	24	0.00
3 Develop a preliminary opinion of probable construction costs	8	4	0	0	0.00
4 Reproductions	0	0	4	0	50.00
Total Time/outside expense	14	10	16	24	50.00
DESIGN PHASE					
1 Kickoff Meeting	4	4	0	0	0
2 Preparation of plans	14	28	28	0	0.00
3 Preparation of specifications	8	4	0	0	0.00
4 Takeoff/Opinion of probable construction costs	4	4	0	0	0.00
5 Design coordination meetings	8	8	0	0	0.00
6 Preparation of bid documents	4	4	0	0	0.00
7 TxDOT Permit	8	8	0	0	0.00
8 TCEQ Summary Transmittal Letter	8	8	0	0	0.00
9 Reproductions and postage	0	0	2	0	50.00
Total Time/outside expense	58	68	30	0	50
BIDDING PHASE					
1 Prebid conference / issue minutes	2	4	0	0	0.00
2 Issue addenda, answer bidder questions	2	2	0	0	0.00
3 Review bid tabulation	2	2	0	0	0.00
4 Assist in evaluation of bids and recommendations	2	2	0	0	0.00
5 Consult on acceptability of subs and suppliers	2	1	0	0	0.00
6 Reproduction and postage	0	2	4	0	50.00
Total Time/outside expense	10	13	4	0	50.00
CONSTRUCTION PHASE					
1 Construction administration, documentation, coordination	4	0	0	0	0.00
2 Conduct preconstruction meeting / issue minutes	0	2	0	0	0.00
3 Arrange for the establishment of horizontal and vertical control	2	2	0	2	0.00
4 Conduct the final inspection	2	0	0	0	0.00
5 Reproduction and Postage	0	0	4	0	180.00
Total Time/outside expense	8	4	4	2	180
PROJECT REPRESENTATIVE					
1 Attend job site and construction meetings	2				0.00
2 Provide oversight/coordination on testing	2				0.00
3 Review testing for conformance with contract documents	2				0.00
4 Review submittals, test reports, and certifications	2				0.00
5 Maintain records of submittals and test reports	0				0.00
6 Review construction schedules for compliance	0				0.00
7 Keep a daily diary of construction activities	0				0.00
8 Answer RFI's and issue Field Orders	2				0.00
9 Review and process payment requested (2 est.)	3				0.00
10 Evaluate, process, and recommendations on change orders	2				0.00
11 Conduct and provide minutes for monthly progress meetings	0				0.00
12 Provide monthly status reports	0				0.00
13 Advise the contractor of necessity of corrective work	2				0.00
14 Follow resolution of corrective work	2				0.00
15 Report unsatisfactory work to Owner	0				0.00
16 Report and advise the Owner of inspection activities	0				0.00
17 Verify materials, equipment and systems used and their storage	0				0.00
18 Generate a punch list	0				0.00
19 Conduct final walk through	4				0.00
20 Recommend release of retainage	1				0.00
21 Manage/coordinate the collection of closeout documents	0				0.00
22 Assist the Owner in project acceptance	2				0.00
Duties Listed Above		80			
Total Time/outside expense	26	80	0	0	0
CLOSEOUT PHASE					
1 Preparation of record drawings	2	4	4	0	0.00
2 Reproductions and Postage	0	0	4	0	200.00
Total Time/outside expense	2	4	8	0	200.00

CITY OF AMARILLO

INTER-DEPARTMENTAL
OFFICE COMMUNICATION

DATE: March 10, 2021

TO: Jared Miller, City Manager

THRU: Floyd Hartman, Assistant City Manager

FROM: Alan Harder, P.E., Assistant City Engineer 3/10/21

RE: JOB: 415477 CISD High School Arden Road Interlocal Agreement - Second Addendum

Attached for your review and execution is the Second Addendum for CISD High School Arden Road Interlocal Agreement. The Second Addendum is to adjust the cost of participation to match the final construction cost. The City of Amarillo Legal Department has reviewed this document.

If you have any questions, please contact Michelle Selby or Alan Harder at Ext 9334. When the amendment is executed, please return by mail. Thanks.

F

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 23, 2021	**Council Priority**	Public Safety
Department	Office of Emergency Management/Radio Communications		
Contact	Kevin Starbuck, Deputy City Manager		

Agenda Caption

CONSIDERATION – RADIO SYSTEM SUBSCRIBER AGENCY AGREEMENT BETWEEN THE CITY OF AMARILLO/ RANDALL COUNTY AND THE CITY OF BORGER
(Contact: Kevin Starbuck, Deputy City Manager)
This item is consideration of an interlocal agreement between the City of Amarillo/Randall County and the City of Borger. This agreement will add the City of Borger as a subscriber agency to the Amarillo/Potter/Randall Regional Radio System to further expand and enhance public safety radio communication in the region.

Agenda Item Summary

The City of Amarillo and Randall County jointly manage the Amarillo/Potter/Randall Regional Radio System. This agreement would allow for the City of Borger to connect to the Amarillo/Randall master sites, solely at the expense of the City of Borger. The connection of the City of Borger will expand overall system coverage into Borger/Hutchinson County and enhance interoperable communications with public safety units in connected jurisdictions.

Requested Action

To approve the Amarillo-Potter-Randall Regional Radio System Subscriber Agency Agreement between the City of Amarillo/Randall County and the City of Borger.

The City of Borger and Randall County will consider this item separately.

Funding Summary

N/A

Community Engagement Summary

The City of Borger City Council approved the agreement on March 16, 2021. The Randall County Commissioners Court will consider the agreement on March 23, 2021.

Staff Recommendation

Staff recommends approval of the agreement, authorizing the City Manager to execute the agreement.

AMARILLO-POTTER-RANDALL REGIONAL RADIO SYSTEM SUBSCRIBER AGENCY AGREEMENT

This **SUBSCRIBER AGENCY AGREEMENT** (the **"AGREEMENT"**) is made and entered into by and between the **CITY OF AMARILLO (AMARILLO)**, acting herein by and through its duly authorized City Manager, **RANDALL COUNTY (RANDALL)**, acting herein by and through its duly elected County Judge, and the **CITY OF BORGER (BORGER)**, acting herein by and through its duly authorized City Manager, individually referred to as "**PARTY**," collectively referred to herein as the "**PARTIES**." The terms **AMARILLO, RANDALL,** and **BORGER** shall include all employees, directors, officials, agents, and authorized representatives of the respective agency.

RECITALS

WHEREAS, this **AGREEMENT** is made under the authority of Sections 791.001-791.029, Texas Government Code; and,

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

WHEREAS, each governing body finds that the subject of this **AGREEMENT** is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this **AGREEMENT**; and,

WHEREAS, each governing body finds that the performance of this **AGREEMENT** is in the common interest of all parties and that the division of costs fairly compensates the performing party for the services or functions under this **AGREEMENT**; and,

WHEREAS, the purpose of this **AGREEMENT** is to authorize access to and use of the **AMARILLO-POTTER-RANDALL REGIONAL RADIO SYSTEM (APRRRS)** by **BORGER** and associated constituent agencies, pursuant to the terms and conditions as defined in this **AGREEMENT**; and,

WHEREAS, **AMARILLO** and **RANDALL** each own one half of the "Core" infrastructure as described by the system manufacturer and developer, Motorola Solutions, Inc. (**MOTOROLA**), and through a separate **MAINTENANCE and OPERATIONS AGREEMENT (MOA)** between **AMARILLO** and **RANDALL**, equally share in the operation, maintenance, and administration of the regional trunked voice radio system for the purpose of providing public safety voice radio communications and both are the equal licensees of the trunked voice radio systems with all privileges and responsibilities thereof, including system keys and administration, to create a geographically separated Dynamic Site Resilient (DSR) System; and,

WHEREAS, this **AGREEMENT** is subordinate to and does not modify the **AMARILLO** and **RANDALL MOA** in anyway; and,

WHEREAS, both **AMARILLO** and **RANDALL** governing bodies have determined it beneficial that offering subscriber access and promoting a unified and integrated voice radio communications system would improve the ability of public safety and public service agencies throughout the region to communicate and cooperate with each other.

NOW THEREFORE, AMARILLO, RANDALL, and **BORGER** agree as follows:

1. SYSTEM DEFINITION

The **APRRRS** System is made up of a complex network of servers, computer workstations, high-speed LAN/WAN devices, databases, and software applications creating two identical master sites (system cores) individually acquired, geographically separated, and redundantly connected. Together these two cores create a DSR System for high availability and function as a Single Zone Core that is equally owned and operated by both **AMARILLO** and **RANDALL**. At the time of this **AGREEMENT, MOTOROLA** refers to this architecture as an M1 DSR Core. Both **AMARILLO** and **RANDALL** offer the **APRRRS** System as a regional resource to subscriber agencies outside of Potter and Randall Counties.

The **APRRRS** System, at the time of this **AGREEMENT**, supports 24 sites as defined by **MOTOROLA**; however, site capacities may be increased by future software releases. **BORGER** at its sole cost shall contribute all necessary hardware and software for two (2) additional sites to be included in the initial 24 available sites. No additional sites shall be added by **BORGER** in the future without approval of **AMARILLO** and **RANDALL**.

The Amarillo Master Site is located at the Simms Municipal Building at 808 S. Buchanan St., Amarillo, Texas and the Randall Master Site is located at the Randall County Sheriff's Office, 9100 S. Georgia St., Amarillo, Texas.

BORGER's site(s) shall be connected to the Amarillo/Randall master sites though an acceptable link and connection point as agreed upon by the **PARTIES**. Installation costs and all current and future maintenance and operational costs associated with the link to the designated connection point shall be at **BORGER**'s sole cost.

2. SYSTEM ADMINISTRATORS

The **MOA** between **AMARILLO** and **RANDALL** designated the initial System Administrators for administration of the System. If authorized representatives are changed, added, or reassigned, appropriate notification to all other **PARTIES** shall be made in writing.

3. SYSTEM ADMINISTRATION

The DSR configuration of the **APRRRS** System means that despite the geographical separation of the master sites or additional subscriber sites, the System is a single system or zone. As such, a single Master System Key exists and is required to complete programming, provisioning, and other system wide administrative tasks and maintenance. The Network Management Client provided by **MOTOROLA** includes an audit logging and reporting system.

The **BORGER OFFICE OF EMERGENCY MANAMENT (BOEM)** serves as the representative and administrator for all **BORGER** agencies and constituents within the boundary of Hutchinson County. **BORGER** will set priorities for their respective subscribers and talk groups through fleet mapping to make use of **BORGER**'s primary sites before roaming onto another **PARTIES** sites.

To limit the potential negative effects of changes at the system level, **BORGER** will contact the appropriate System Administrator(s) to request any changes or modifications at the System Level. **BORGER** will utilize the Motorola provided Network Management Client to maintain routine and day-to-day operations of radios used within **BORGER**'s service area.

PARTIES shall not make programming changes to the System or subscribers outside of their constituent agencies without permission by email or in writing from an authorized representative of the affected agency.

Any agency, contractor or subscriber providing services in support of **BORGER** or their subscribers in the execution of their duties shall be expected to adhere to the terms and conditions of this **AGREEMENT** and the policies and security protocols of the **AMARILLO** and **RANDALL APRRRS** System as they now exist or as hereinafter may be modified.

4. ROAMING

All **PARTIES** agree to allow public safety subscribers (i.e. law enforcement, fire, EMS) within the geographical service area of the **APRRRS** System as it exists now or as it may be expanded in the future to roam between the **PARTIES'** sites. Public safety roaming will be managed in the fleet map process that identifies talk-groups, specific subscriber devices, and priorities that will be allowed to roam while not creating interference or loading issues at any of the sites.

All **PARTIES** agree to limit non-public safety subscribers (i.e. road and bridge, public works, parks and recreation, school districts) from roaming outside of their primary site. Any exception should be managed in the fleet map process that should allow talk-groups, specific subscriber devices, and priorities to access for emergency or public safety operations.

5. BORGER CONSTITUENT AGENCIES

BORGER has established partnerships with other agencies to provide dispatching services and resources for the mutual benefit and efficient operations of **BORGER** and those agencies. Other agencies are constituent agencies in Hutchinson County and as such will be allowed to subscribe to the **APRRRS** System without a subscriber fee from any **PARTY** to this **AGREEMENT**.

BORGER shall maintain interlocal agreements with each of its constituent agencies and verify that their inclusion in the **APRRRS** System does not negatively impact the operation or reliability of the System. A list of all current and future subscriber entities and their respective constituent agencies will be maintained between all **PARTIES**. **BORGER** for its constituent

agencies shall be responsible for verifying that all subscriber devices are appropriately licensed to operate within the **APRRRS** System.

Any subscriber entity or agency **BORGER** brings into the System, outside of governmental public safety agencies described herein, should be provisioned through fleet mapping and programming to only use the **BORGER** simulcast and ASR sites, unless otherwise agreed to in writing by the appropriate **PARTIES**.

6. INTEROPERABLE COMMUNICATIONS COMMITTEE

BORGER agrees to participate in an Amarillo/Potter/Randall Interoperable Communications Committee tasked to establish operational policies and procedures related to the use of the **APRRRS**. The Amarillo/Potter/Randall Interoperable Communications Committee shall meet semi-annually or when deemed necessary by the committee representatives.

The Amarillo/Potter/Randall Interoperable Communications Committee may change from time to time and upon execution of this **AGREEMENT** includes one representative from each of the following entities:

- Emergency Management: Amarillo Area Office of Emergency Management, and Borger Office of Emergency Management
- Emergency Medical Services: Amarillo Medical Services, BSA Ambulance Service, and Lifestar
- Fire Services: Amarillo Fire Department, Borger Fire Department, Canyon Fire Department, Potter County Fire Rescue, Randall County Fire Department, Texas Forest Service
- Law Enforcement: Amarillo Police Department, Borger Police Department, Canyon Police Department, Potter County Sheriff's Office, Randall County Sheriff's Office, one representative from a local College/University Police Department, and Texas Department of Public Safety
- Non-Public Safety Representatives: One representative from the City of Amarillo, Potter County, and Randall County non-public safety users

The Committee's recommendations shall not be binding on any agency hereto but serve only as recommendations. All **PARTIES** agree to maintain coordinated Interoperable Communications Plans and include the Plan's interoperable talk groups in the programming of their subscriber radios and consoles.

7. UPDATES

PARTIES agree and understand that system updates must be completed simultaneously to the core infrastructure to maintain system compatibility. Each **PARTY** agrees to maintain a System Upgrade Agreement II (SUA II) with **MOTOROLA** and coordinate upgrade schedules every two years. Dates within that two-year period shall be mutually agreed upon.

8. TERM

This **AGREEMENT** shall begin upon the last day executed by all authorized **PARTIES** and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein.

9. COMPENSATION

No **PARTY** shall pay a fee to any other **PARTY**. Furthermore, no **PARTY** should seek to receive compensation for subscribers whose primary operating location is outside of their jurisdiction.

BORGER shall provide notification and copies of any interlocal agreements with constituent agencies prior to inclusion in the **APRRRS.** Any compensation included as part of the interlocal agreement shall not exceed **BORGER's** actual hardware, maintenance, operating, and personnel cost associated with **BORGER's** two (2) sites and associated dispatching services. **BORGER** will provide financial documentation to confirm compliance to **AMARILLO** or **RANDALL** upon request.

Should the need arise to expand the capabilities or capacity of the original 24 site system, **BORGER** agrees to be responsible for its fair share calculated as a share equally split between **AMARILLO, RANDALL** and all currently subscribing **PARTIES** to the **APRRRS** System.

10. LIABILITY

Nothing in the performance of this **AGREEMENT** shall impose any liability for claims against either party other than claims for which liability may be imposed by the Texas Tort Claims Act.

11. NON-APPROPRIATION OF FUNDS

All **PARTIES** will use best efforts to appropriate sufficient funds to support obligations under this **AGREEMENT**. However, in the event that sufficient funds are not appropriated by a **PARTIES** governing body, and as a result, that **PARTY** is unable to fulfill its obligations under this **AGREEMENT**, that **PARTY** (i) shall promptly notify the other **PARTIES** in writing and (ii) may terminate this **AGREEMENT**, effective as of the last day for which sufficient funds have been appropriated.

12. NO ASSIGNMENT

This **AGREEMENT** is not assignable.

13. NO WAIVER

The failure of any **PARTY** to insist upon the performance of any provision or condition of this **AGREEMENT** or to exercise any right granted herein shall not constitute a waiver of that **PARTY'S** right to insist upon appropriate performance or to assert any such right on any future occasion.

14. AMENDMENTS

No amendment to this **AGREEMENT** shall be binding upon any **PARTY** hereto unless such amendment is set forth in writing and signed by all **PARTIES**.

15. SEVERABILITY

If any provision of this **AGREEMENT** is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable; the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. CONFIDENTIAL INFORMATION

To the extent permitted by law, all **PARTIES** for itself and its officers, agents, and employees agrees that it shall treat all information provided as confidential and shall not disclose any such information to a third party without the prior written approval. All **PARTIES** shall store and maintain information in a secure manner and shall not allow unauthorized users to access, modify, delete, or otherwise corrupt information in any way. All **PARTIES** shall make appropriate notification immediately, if the security or integrity of any information has been compromised or is believed to have been compromised.

17. FORCE MAJEURE

The **PARTIES** shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, or existing contractual obligations directly related to the subject matter of this **AGREEMENT**.

18. GOVERNING LAW / VENUE

This **AGREEMENT** shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this **AGREEMENT** shall lie exclusively in State courts located in Randall County, Texas or the United States District Court for the Northern District of Texas – Amarillo Division. In any such action, each **PARTY** shall pay its own attorneys' fees, court costs, and other expenses incurred as a result of the action.

19. SIGNATURE AUTHORITY

The person signing this **AGREEMENT** hereby warrants that he/she has the legal authority to execute this **AGREEMENT** on behalf of the respective **PARTY**, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity. The other **PARTY** is fully entitled to rely on this warranty and representation in entering into this **AGREEMENT**.

20. ENTIRETY OF AGREEMENT

This written instrument, including all exhibits attached hereto, contains the entire understanding and **AGREEMENT** between the **PARTIES** as to the matters contained herein. Any prior or contemporaneous oral or written **AGREEMENT** is hereby declared null and void to the extent in conflict with this **AGREEMENT**.

EXECUTED on this the _____ day of March, 2021.

CITY OF AMARILLO:

By: _____
Jared Miller
City Manager

Date: _____

ATTEST:

By: _____
Frances Hibbs
City Secretary

RANDALL COUNTY:

By: _____
Christy Dyer
County Judge

Date: _____

ATTEST:

By: _____
Susan Allen
County Clerk

CITY OF BORGER:

By: _____
Eddie E. Edwards
City Manager

Date: _____

ATTEST:

By: _____
Stella E. Sauls
City Secretary

G

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 23, 2021	**Council Priority**	Fiscal Responsibility
Department	Solid Waste Disposal		
Contact	Donny Hooper, Director of Public Works		

Agenda Caption

CONSIDER AWARD – EXTENSION OF LANDFILL ENGINEERING PROFESSIONAL SERVICES AGREEMENT
(Contact: Donny Hooper, Director of Public Works)
Award to Parkhill, Smith & Cooper - $155,720.00

Agenda Item Summary

This item is for the approval of a six-month extension to the agreement approved with Parkhill, Smith & Cooper for Landfill Professional Services and Operational Review for an amount not-to-exceed $155,720. Services include: Groundwater Monitoring; Landfill Gas Reporting & Oversight; Drone Surveying and Airspace Calculations; Quarterly & Annual TCEQ MSW Reporting; ADC Permitting, Oversight and Reporting; Stormwater Permit Renewal; and other miscellaneous on-call services

Requested Action

Consider extension for approval.

Funding Summary

Landfill Improvement Fund CIP # 430111

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of six-month extension.

PARKHILLSMITH&COOPER

4222 85th Street
Lubbock, Texas 79423
806.473.2200

February 26, 2020

Ms. Blair Snow
Interim Assistant Director of Public Works
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79186

Re: City of Amarillo Miscellaneous MSW Professional Services
Proposed Scope and Professional Fees

Dear Ms. Snow,

As requested, Parkhill, Smith and Cooper, Inc. (PSC) has prepared this scope of services for professional services at your municipal solid waste landfill. Based on our understanding, PSC will provide professional services for the following tasks:

- Task 1 – Groundwater Monitoring
- Task 2 – Landfill Gas Reporting and Oversight
- Task 3 – Drone Surveying & Airspace Calculations
- Task 4 – Quarterly & Annual TCEQ MSW Reporting
- Task 5 – ADC Permitting, Oversight & Reporting
- Task 6 – Landfill Operations Review
- Task 7 – Miscellaneous/On-Call Services

These projects are described in more detail in the attached Scope of Services.

PSC interviewed for RFQ 04-15 – Professional Engineering Services for Landfill Planning and Design in November 2015, and was awarded the contract in January 2016. We have since provided miscellaneous solid waste engineering services to the City under that contract. Additionally, PSC was placed on the qualified vendors list for RFQ 01-20 – City of Amarillo Professional Engineering and Architectural Services – Landfill / Solid Waste Engineering Services in February 2020.

For this specific contract, PSC will serve in the role of prime consultant. To continue our teaming arrangement, HDR, Inc. (HDR) will serve as PSC's subconsultant for specific tasks such as groundwater monitoring, landfill gas reporting and oversight, landfill operations review, and miscellaneous services. PSC and HDR have teamed to provide solid waste engineering

services to multiple clients for over twenty five years; and most recently in 2018 on your landfill gas collection and control system.

PSC will coordinate with the City to identify a schedule to meet the City's satisfaction. This proposal may be accepted by executing an amendment to our existing contract or a new Agreement for Engineering Services to be provided by the City.

We appreciate the opportunity to provide this scope of services to the City of Amarillo. We would be happy to discuss these services in more detail at your convenience. If you need any additional information, please contact me (phone: 806-473-3683; email : TStiggins@TEAM-PSC.com).

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By _____
Todd E. Stiggins, P.E.
Associate | Environmental Team Leader

Encl: Scope of Services

Cc: Joel Miller, P.E., Project Manager, HDR, Inc.

SCOPE OF SERVICES AMENDMENT

EXTENDED THROUGH SEPTEMBER 2021

TASK 1 – GROUNDWATER MONITORING

TASK 1.1: GROUNDWATER STATISTICAL ANALYSIS AND REPORTING

COMPLETE

TASK 1.2: GROUNDWATER STATISTICAL ANALYSIS AND REPORTING

COMPLETE

TASK 1.3: GROUNDWATER STATISTICAL ANALYSIS AND REPORTING

DETECTION AND ASSESSMENT REPORTING

Detection monitoring of 25 groundwater monitoring wells is currently performed on a semi-annual basis. ENGINEER will continue to compile and statistically analyze the data provided by the City using the SANITAS© software package. As part of this scope, the semiannual report will discuss the laboratory findings and will contain information regarding any Statistically Significant Increases (SSIs). Reports will be prepared following receipt of information from the April 2021 sampling event. An up-to-date groundwater contour map will be created for each semi-annual monitoring event.

For the monitoring wells in Assessment Monitoring, the City collects samples concurrently with the Detection Monitoring sampling. ENGINEER will also include a discussion of the assessment monitoring sampling results in the semi-annual reporting. As required by regulation, ENGINEER will continue to calculate and report on the percent confidence interval analysis that may be required in certain wells in the Assessment Monitoring program to determine if there are any Statistically Significant Levels (SSLs).

ENGINEER will continue to provide a comprehensive email to City staff providing sampling guidance regarding well sampling required for each well and constituents of interest.

VERIFICATION REPORTING AND ALTERNATE SOURCE DEMONSTRATION:

ENGINEER will evaluate and present the results of verification testing that may be required based on the results of the Detection/Assessment monitoring. Should verification testing confirm an SSI in detection monitoring wells, ENGINEER will work with the City in developing an Alternate Source Demonstration (ASD) for selected constituents. This will include research into Potter County background groundwater constituent levels, and may include additional research at the TCEQ file room. This amended scope of work through September 30, 2021 includes the January and July 2021 verification sampling events and ASD (if necessary). The fee for this task assumes a level of effort consistent

with past ASD letters. Additional effort may be needed depending on the constituent(s), the feasible ASD that may be claimed, and/or additional questions or follow-up submittals required by TCEQ that are not included in this scope of work and fee.

INTERIOR OBSERVATION WELL VOC REPORTING:

Currently, monitoring well MW-10 is still monitored coinciding with the Detection Monitoring program. ENGINEER will continue to compile and evaluate data from the semi-annual sampling events for MW-10. This information will be included in the semi-annual Detection/Assessment reports to be submitted to the TCEQ.

TASK 1.1 ASSUMPTIONS:

- ENGINEER will continue to maintain the annual software registration and training as a reimbursable expense for this project.
- All sampling and analysis will be performed or contracted by the City, with data provided to ENGINEER via hard copy or digital transmission.
- No site visits are expected for this project.
- If sampling and analysis results in additional regulatory requirements per Subchapter J (i.e. requiring an Assessment of Corrective Measures), then additional effort may be required that is not included with this proposal. Additional effort might include modeling, research, reporting, and/or meetings with TCEQ.

FEE SCHEDULE

Task 1.3: Groundwater Statistical Analysis and Reporting (to October)	$30,500
Total requested for this authorization	**$30,500**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$30,500**

TASK 2 – LANDFILL GAS REPORTING & OVERSIGHT

TASK 2.1 ANNUAL TITLE V EMISSION FEE FORMS

COMPLETE

TASK 2.2 EPA MANDATORY GREENHOUSE GAS REPORTING

COMPLETE

TASK 2.3 SEMI-ANNUAL NSPS/EG/SEM OVERSIGHT AND REPORTING

COMPLETE

TASK 2.4 ANNUAL TITLE V EMISSION FEE FORMS

The GOP-517 is the State of Texas version of the Federal Title V permit. This permit has been recently updated and approved by TCEQ to include the recently designed and constructed GCCS at the landfill. Similar to previous years, the landfill is required to pay fees based on the calculated emissions from the site. These fees are assessed by the emissions calculated in a fiscal year and are reported on forms provided by TCEQ for the previous fiscal reporting year.

ENGINEER will complete the TCEQ forms on behalf of the City. Completion of the forms will be based on the GOP-517 and Subchapter U permit documents and LandGEM gas modeling if appropriate for the reporting year. ENGINEER will submit the draft completed forms to the City for review and approval before final submittal to TCEQ. After submittal of the forms, TCEQ will then send an invoice to the City for payment of the fees under separate cover.

TASK 2.4 DELIVERABLES:

- Completed emission fee form with associated calculations for City submittal to TCEQ.

TASK 2.4 ASSUMPTIONS:

- City staff will provide waste tonnage and site information as requested.
- No site visits expected for this task.
- City will be responsible for all fees assessed by TCEQ.
- ENGINEER will be available for phone/teleconference discussions with City staff to discuss and answer questions.

TASK 2.4 SCHEDULE:

- Forms are usually mailed to the City in March, with due date to TCEQ of June 1. ENGINEER can complete the draft forms for City review within three weeks of receipt of forms from the City.

TASK 2.5 EPA MANDATORY GREENHOUSE GAS REPORTING

Per 40 CFR 98 Subpart HH, the landfill is required to submit Mandatory Greenhouse Gas (GHG) Reporting to the EPA on an annual basis. ENGINEER will calculate the GHG generated and emitted from the landfill in the 2020 reporting year for the mandatory EPA GHG Reporting due in March 2021.

These calculations will be based on equations found in 40 CFR 98 Subpart HH. ENGINEER will coordinate with City staff in verifying the annual tonnage, average in-place waste density, and landfill cover data required for reporting the GHG emissions pursuant to the GHG Monitoring Plan. ENGINEER will subsequently assist the City in uploading the 2021 GHG data to EPA's electronic Greenhouse Gas Reporting Tool (e-GGRT) website. EPA-published calculation spreadsheets will be completed and shared with the City as documentation of the reported values.

TASK 2.5 DELIVERABLES:

- Draft submittal package (with backup calculations) submitted electronically for City review.
- Final submittal package submitted to EPA via online e-GGRT system on behalf of the City.

TASK 2.5 ASSUMPTIONS:

- City staff will provide tonnage and site information as requested.
- No site visits expected for this task.
- ENGINEER will be available for phone/teleconference discussions with City staff to discuss and answer questions.

TASK 2.5 SCHEDULE:

- Reporting is due by March 31, 2021. ENGINEER can complete the draft forms for City review within three weeks of receipt of required information from the City.

TASK 2.6 SEMI-ANNUAL NSPS/EG/SEM OVERSIGHT AND REPORTING

Both the current and the newly promulgated New Source Performance Standards (NSPS), Emission Guidelines (EG) and National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations require frequent monitoring and reporting of the status of GCCS at regulated landfills.

Pursuant to these regulations, semi-annual Compliance Reports are required to document compliance and recordkeeping. These Compliance Reports include documentation regarding the operation of LFG extraction wells, surface emission monitoring (SEM), and Startup, Shutdown, and Malfunction (SSM) reporting. Each semi-annual report provides the data, information and certifications describing the landfill and the GCCS, as well as operational practices and data regarding NSPS and permit requirements.

ENGINEER will provide professional services to provide desktop data oversight of the City monitoring at the site and accomplish these reporting requirements. This Task will generally consist of:

MONTHLY DATA REVIEW

ENGINEER will review the GCCS monitoring data collected by City staff during each 6-month reporting period. This data will be analyzed and examined for missing data or areas that may be of potential concern for submittal. This includes the following data:

- Monthly GCCS operations – i.e. readings on every LFG extraction well, and re-checks as required;
- Monthly flare station start-up/shutdown/malfunction forms;
- Quarterly surface emission monitoring reports and subsequent follow ups; and
- Monthly flare station flow rates, LFG quality and combustion temperature readings.

ENGINEER can provide recommendations regarding regulatory compliance to the City after review of the collected data. Furthermore, collected data will be incorporated into a database to assist in the preparation of the semi-annual monitoring reports.

SEMI-ANNUAL OPERATING REPORT

ENGINEER's 2020 contract covers the semi-annual report due by February 28, 2021 for the second half of 2020 (with data ending in January 2021). Therefore, the first semi-annual Compliance Report proposed for this scope of work will compile data from February 1 to July 31, 2021 – with the report submittal by August 30, 2021. The following items must be included in these semi-annual reports:

- Value and length of time for any exceedance of applicable wellhead parameters (oxygen, temperature, pressure) monitored under 40 CFR 60.756 (a), (b), (c) and (d) and 60.757 (f);
- Description and duration of all periods when the gas stream is diverted from the control device through a bypass line or the indication of bypass flow as specified under 40 CFR 60.756;
- Description and duration of all periods when the control device was not operating for a period exceeding one hour and length of time the control device was not operating (SSM results);
- All periods when the collection system was not operating in excess of five days;
- The location of each exceedance of the 500 parts per million methane concentration as provided in 40 CFR 60.753 (d) and the concentration recorded at each location for which an exceedance was recorded in the previous month (SEM results); and
- The date of installation and the location of each well or collection system expansion added pursuant to sections (a)(3), (c), and (b)(4) of 40 CFR 60.755.

TASK 2.6 DELIVERABLES:

- Monthly Data Review – ENGINEER will compile and review all LFG monitoring data for the site and oversee issue, re-checks, and exceedances (ENGINEER assumes

City staff will provide all required data from field monitoring efforts).

- Submittal of draft and final Semiannual NSPS Reports (first Initial Compliance Report, then one more Semi-Annual Report on the dates as stated above).

TASK 2.6 ASSUMPTIONS:

- City staff will provide all data requested or support in the coordination of securing the data.
- No site visits are expected for this task.
- City staff will perform the wellfield monitoring and tuning at the landfill. As such, ENGINEER cannot be responsible for any regulatory action which may result from submittal of this data to the regulatory agencies.
- ENGINEER will be available for phone/teleconference discussions with City staff to discuss and answer questions.

TASK 2.6 SCHEDULE:

- Semi-annual Compliance Report submittal by August 30, 2021. ENGINEER can complete the draft reports for City review within three weeks of receipt of required all information from the City.

TASK 2.7 GOP-517 AIR PERMIT RENEWAL

The City of Amarillo landfill currently maintains the following air emissions permits through TCEQ:

- Standard Permit (Subchapter U) #82403 (issued 09/08/2017, expires 09/30/2026)
- GOP-517 Air Operating Permit #2368 (issued 02/22/2017, expires 02/22/2022)

The landfill's general operating permit (GOP-517) is required to be renewed every five years. This is the State equivalent to the Federal Title V Air Permit. TCEQ requires complete renewal application packages to be submitted 6 months prior to the permit expiration date in order to be considered timely. This puts the due date at August 22, 2021. The permit renewal process involves completion of the applicable forms, checklists and calculations for the GOP-517 (30 TAC §122).

ENGINEER will provide professional services relating to the preparation of a timely and complete GOP renewal application for submittal to the TCEQ. The permit application package will include the forms, checklists and calculation data required, with additional forms required to address NSPS/EG and NESHAP compliance as necessary. In general, the following additional information will be included in calculations and as attachments to the permit renewal application (as applicable):

- EPA LandGEM landfill gas generation model
- HAP/VOC Emissions Calculations
- GCCS methane/flow rate data
- Particulate Matter Emissions Calculations (as applicable)

- Copies of Applicable Regulations and Guidance

The emissions model will be updated with actual waste acceptance tonnage to date, and other calculations can be accomplished based on discussions with City staff. The submittal will be completed in draft format for the City's signature (as required on specific forms), then ENGINEER can submit the package on behalf of the City.

TASK 2.7 DELIVERABLES:

- Draft renewal application package submitted electronically for City review.
- Final renewal application package submitted to TCEQ on behalf of the City.

TASK 2.7 ASSUMPTIONS:

- City staff will provide tonnage and site information as requested.
- No site visits expected for this task.
- We anticipate a possible request for additional information from the TCEQ on this permit renewal application, and have budgeted for one such request.
- City will be responsible for all permit renewal fees assessed by TCEQ.

TASK 2.7 SCHEDULE:

- Submittal to TCEQ is required by August 22, 2021. ENGINEER can complete the draft reports for City review within three weeks of receipt of required all information from the City.

TASK 2.8 SUBPART CF/NESHAP STARTUP AND OPERATIONS MANUAL UPDATE

The landfill is currently in compliance with the applicable 2003 NESHAP rule that requires that NSPS/EG landfills develop and implement startup, shutdown, and malfunction (SSM) plans, prepare/submit semi-annual SSM reports, prepare/submit semi-annual NSPS reports (see TASK 2.6).

On March 26, 2020, the U.S. Environmental Protection Agency (EPA) finalized amendments to the 2003 National Emission Standards for Hazardous Air Pollutants (NESHAP) for Municipal Solid Waste (MSW) Landfills under 40 Code of Federal Regulations (CFR) Part 63, Subpart AAAA. The final 2020 NESHAP rule includes the following primary elements (as applicable to the landfill):

- Correction and clarification of regulatory provisions related to emissions during periods of startup, shutdown, and malfunction (SSM).
- Revised wellhead operational standards and corrective action requirements. The new NESHAP rule includes the same provisions contained within the new NSPS/EG rules under 40 CFR Part 60, Subparts XXX, and Cf. However, in addition, the rule modifies the wellhead temperature requirements to allow temperatures up to 145 F instead of 131 F, but also imposes monitoring requirements over 145 F and additional measures for wells that exceed 170 F.

NOTE that these are minor adjustments that will not generally change operations at the landfill. However, this rule becomes applicable to the landfill on September 27, 2021, and best practice is to update the current SSM Plan and Startup and Operations Manual to reflect these requirements.

ENGINEER has already developed and submitted to the City a "Subpart Cf" Startup and Operations Manual in anticipation of these new regulations. This task will include ENGINEER update of this document to incorporate the new NESHAP regulations and necessary edits. It is anticipated that the following aspects will require update:

- SSM Plan;
- Compliance with LFG migration and surface emissions regulations; and,
- Action procedures and threshold levels for constituent levels or temperatures at wells and gas probes.

TASK 2.2 DELIVERABLES:

- Updated Operations Plan with attachments (draft and final) submitted electronically.
- ENGINEER will be available for phone/teleconference discussions with City staff to discuss and answer questions.

TASK 2.2 ASSUMPTIONS:

- Since Plan updates are not likely to change City staff procedures, on-site training is not anticipated.
- Plan will outline activities that will be performed entirely by City staff. If the City requires staffing assistance to perform the monitoring and reporting, ENGINEER can provide a scope and fee for long-term operation of the system at that time.
- The Plan will assume that the City will procure all necessary monitoring equipment, vehicles, and other appurtenances. These will not be supplied by ENGINEER.

TASK 2.2 SCHEDULE:

- ENGINEER will coordinate with City to develop a schedule for this task.

FEE SCHEDULE

Task 2.4: Annual Title V Emission Fee Forms	$4,430
Task 2.5: EPA Mandatory Greenhouse Gas Reporting	$6,170
Task 2.6: Semi-Annual NSPS/EG/SEM Oversight and Reporting	$36,240
Task 2.7: GOP-517 Air Permit Renewal	$16,600
Task 2.8: Subpart Cf/NESHAP Startup and Operations Manual Update	$7,280
Total requested for this authorization	**$70,720**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$70,720**.

TASK 3 – DRONE SURVEYING AND AIRSPACE CALCULATIONS

Upon capture and processing of survey data, Engineer will analyze the previous year's waste data and determine compaction rates, waste acceptance rates, and life projections of currently active cells. Our fee is based on the following scope of services to be completed in April, June, and August 2021:

- ENGINEER to perform topographic/ photogrammetric survey of active portions;
- Determine waste volume in place from previous operating year;
- Calculate compaction and waste acceptance rates; and
- Determine projected life of active cells.

FEE SCHEDULE

Task 3: Drone Surveying and Airspace Calculations ($5,000 per trip) **$15,000**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$15,000**.

TASK 4 – QUATERLY & ANNUAL TCEQ MSW REPORTING

TASK 4.1 QUARTERLY TCEQ MSW REPORTING

The quarterly report required by TCEQ is to be prepared and submitted on a quarterly basis for the landfill and transfer station. Quarterly solid waste summary report shall be submitted to the executive director not later than 20 days following the end of the fiscal quarter for which the report is applicable. Our fee is based on the following scope of services:

- ENGINEER to assist City as needed for submission of quarterly reports
- Complete TCEQ quarterly report form; and
- Submit quarterly report form to TCEQ.

TASK 4.2 ANNUAL TCEQ MSW REPORTING

The annual volume report required by TCEQ is to be prepared and submitted following the end of the state's fiscal year for the landfill and transfer station. Engineer will retain services of a surveying firm to perform a topographic/photogrammetric survey of active portions of your landfills. Upon receipt of survey data, Engineer will analyze the previous year's waste data and determine compaction rates, waste acceptance rates, and life projections of currently active cells. Our fee is based on the following scope of services:

- ENGINEER to perform topographic/ photogrammetric survey of active portions;
- Determine waste volume in place from previous operating year;
- Calculate compaction and waste acceptance rates;

- Determine projected life of active cells;
- Prepare summary of data for use by City staff;
- Complete TCEQ annual report form; and
- Submit annual report form to TCEQ.

FEE SCHEDULE

Task 4.1: Quarterly TCEQ MSW Reporting	$5,000
Task 4.2: Annual TCEQ MSW Reporting	$12,000
Total requested for this authorization	**$17,000**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$17,000**.

TASK 5 – ADC PERMITTING, OVERSIGHT & REPORTING

ONGOING

This task is not yet complete. ENGINEER proposes to complete this task as originally budgeted. No additional fee is being requested for this Task.

TASK 6 – LANDFILL OPERATIONS REVIEW

COMPLETE

TASK 7 – MISCELLANEOUS/ON-CALL SERVICES

This task covers miscellaneous engineering services associated with the City of Amarillo Landfill. Also includes developing storm water pollution prevention plans (SWPPP), financial assurance calculations, and other miscellaneous projects. ENGINEER will also provide any additional operational or compliance engineering tasks as requested by City in order to maintain regulatory compliance. Fee estimate assumes $3,000 per month.

FEE ESTIMATE

Task 7: Miscellaneous/On-Call Services (hourly w/max)	**$18,000**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$18,000**.

TASK 8 – STORMWATER PERMIT RENEWAL

The City of Amarillo maintains stormwater permit #TXR05N924 for the City of Amarillo Landfill. This permit is due to expire in August 14, 2021. Renewal of this permit will be required within

90 days after the existing permit expires. This task covers preparation and submittal of the Notice of Intent to renew this stormwater permit.

FEE ESTIMATE

Task 8: Stormwater Permit Renewal	**$4,500**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$4,500**.

These projects will be billed on hourly rates with reimbursables and maximum not-to-exceed, as indicated herein.

Task 1	**Groundwater Monitoring**		
	Subtask 1.1	Groundwater Statistical Analysis and Reporting	$ 36,570
	Subtask 1.2	Background Update Report	$ 13,455
		Total	**$ 50,025**
Task 2	**Landfill Gas Reporting & Oversight**		
	Subtask 2.1	Annual Title V Emission Fee Forms	$ 5,290
	Subtask 2.2	EPA Mandatory Greenhouse Gas Reporting	$ 5,700
	Subtask 2.3	Semi-Annual NSPS/EG/SEM Oversight & Reporting	$ 44,105
		Total	**$ 55,095**
Task 3	**Drone Surveying & Airspace Calculations**		
	Subtask 3.1	Develop CADD Model of Landfill	$ 5,000
	Subtask 3.2	Surveying Trip ($5,000 per trip)	$ 60,000
		Total	**$ 65,000**
Task 4	**Quarterly & Annual TCEQ MSW Reporting**		
	Subtask 4.1	Quarterly TCEQ MSW Reporting	$ 10,000
	Subtask 4.2	Annual TCEQ MSW Reporting	$ 12,000
		Total	**$ 22,000**
Task 5	**ADC Permitting, Oversight & Reporting**		
	Subtask 5.1	Temporary Authorization	$ 5,000
	Subtask 5.2	Bi-Monthly ADC Reporting	$ 6,000
	Subtask 5.3	Notice Permit Modification	$ 7,000
	Subtask 5.4	Permit Mod Fee & Printing (reimbursable)	$ 1,000
		Total	**$ 19,000**
Task 6	**Landfill Operations Review**		
	Subtask 6.1	Project Initiation and Site Visit	$ 16,675
	Subtask 6.2	Landfill Operations Review	$ 22,425
	Subtask 6.3	Landfill Operations Review Report	$ 20,930
	Subtask 6.4	Long-Term Fill Progression Plan	$ 20,470
	Subtask 6.5	18-Month Interim Detailed Fill Plan	$ 14,375
	Subtask 6.6	Landfill Compaction Training	$ 22,885
	Subtask 6.7	GCCS Well Raising & Expansion Plan	$ 18,975
		Total	**$ 136,735**
Task 7	**Miscellaneous/On-Call Services**		
	Subtask 7.1	Miscellaneous Engineering	$ 36,000
		Total	**$ 36,000**
		Contract Total	**$ 383,855**

SCOPE OF SERVICES AMENDMENT

EXTENDED THROUGH SEPTEMBER 2021

TASK 1 – GROUNDWATER MONITORING

TASK 1.1: GROUNDWATER STATISTICAL ANALYSIS AND REPORTING

COMPLETE

TASK 1.2: GROUNDWATER STATISTICAL ANALYSIS AND REPORTING

COMPLETE

TASK 1.3: GROUNDWATER STATISTICAL ANALYSIS AND REPORTING

DETECTION AND ASSESSMENT REPORTING

Detection monitoring of 25 groundwater monitoring wells is currently performed on a semi-annual basis. ENGINEER will continue to compile and statistically analyze the data provided by the City using the SANITAS© software package. As part of this scope, the semiannual report will discuss the laboratory findings and will contain information regarding any Statistically Significant Increases (SSIs). Reports will be prepared following receipt of information from the April 2021 sampling event. An up-to-date groundwater contour map will be created for each semi-annual monitoring event.

For the monitoring wells in Assessment Monitoring, the City collects samples concurrently with the Detection Monitoring sampling. ENGINEER will also include a discussion of the assessment monitoring sampling results in the semi-annual reporting. As required by regulation, ENGINEER will continue to calculate and report on the percent confidence interval analysis that may be required in certain wells in the Assessment Monitoring program to determine if there are any Statistically Significant Levels (SSLs).

ENGINEER will continue to provide a comprehensive email to City staff providing sampling guidance regarding well sampling required for each well and constituents of interest.

VERIFICATION REPORTING AND ALTERNATE SOURCE DEMONSTRATION:

ENGINEER will evaluate and present the results of verification testing that may be required based on the results of the Detection/Assessment monitoring. Should verification testing confirm an SSI in detection monitoring wells, ENGINEER will work with the City in developing an Alternate Source Demonstration (ASD) for selected constituents. This will include research into Potter County background groundwater constituent levels, and may include additional research at the TCEQ file room. This amended scope of work through September 30, 2021 includes the January and July 2021 verification sampling events and ASD (if necessary). The fee for this task assumes a level of effort consistent

with past ASD letters. Additional effort may be needed depending on the constituent(s), the feasible ASD that may be claimed, and/or additional questions or follow-up submittals required by TCEQ that are not included in this scope of work and fee.

INTERIOR OBSERVATION WELL VOC REPORTING:

Currently, monitoring well MW-10 is still monitored coinciding with the Detection Monitoring program. ENGINEER will continue to compile and evaluate data from the semi-annual sampling events for MW-10. This information will be included in the semi-annual Detection/Assessment reports to be submitted to the TCEQ.

TASK 1.1 ASSUMPTIONS:

- ENGINEER will continue to maintain the annual software registration and training as a reimbursable expense for this project.
- All sampling and analysis will be performed or contracted by the City, with data provided to ENGINEER via hard copy or digital transmission.
- No site visits are expected for this project.
- If sampling and analysis results in additional regulatory requirements per Subchapter J (i.e. requiring an Assessment of Corrective Measures), then additional effort may be required that is not included with this proposal. Additional effort might include modeling, research, reporting, and/or meetings with TCEQ.

FEE SCHEDULE

Task 1.3: Groundwater Statistical Analysis and Reporting (to October)	$30,500
Total requested for this authorization	**$30,500**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$30,500**

TASK 2 – LANDFILL GAS REPORTING & OVERSIGHT

TASK 2.1 ANNUAL TITLE V EMISSION FEE FORMS

COMPLETE

TASK 2.2 EPA MANDATORY GREENHOUSE GAS REPORTING

COMPLETE

TASK 2.3 SEMI-ANNUAL NSPS/EG/SEM OVERSIGHT AND REPORTING

COMPLETE

TASK 2.4 ANNUAL TITLE V EMISSION FEE FORMS

The GOP-517 is the State of Texas version of the Federal Title V permit. This permit has been recently updated and approved by TCEQ to include the recently designed and constructed GCCS at the landfill. Similar to previous years, the landfill is required to pay fees based on the calculated emissions from the site. These fees are assessed by the emissions calculated in a fiscal year and are reported on forms provided by TCEQ for the previous fiscal reporting year.

ENGINEER will complete the TCEQ forms on behalf of the City. Completion of the forms will be based on the GOP-517 and Subchapter U permit documents and LandGEM gas modeling if appropriate for the reporting year. ENGINEER will submit the draft completed forms to the City for review and approval before final submittal to TCEQ. After submittal of the forms, TCEQ will then send an invoice to the City for payment of the fees under separate cover.

TASK 2.4 DELIVERABLES:

- Completed emission fee form with associated calculations for City submittal to TCEQ.

TASK 2.4 ASSUMPTIONS:

- City staff will provide waste tonnage and site information as requested.
- No site visits expected for this task.
- City will be responsible for all fees assessed by TCEQ.
- ENGINEER will be available for phone/teleconference discussions with City staff to discuss and answer questions.

TASK 2.4 SCHEDULE:

- Forms are usually mailed to the City in March, with due date to TCEQ of June 1. ENGINEER can complete the draft forms for City review within three weeks of receipt of forms from the City.

TASK 2.5 EPA MANDATORY GREENHOUSE GAS REPORTING

Per 40 CFR 98 Subpart HH, the landfill is required to submit Mandatory Greenhouse Gas (GHG) Reporting to the EPA on an annual basis. ENGINEER will calculate the GHG generated and emitted from the landfill in the 2020 reporting year for the mandatory EPA GHG Reporting due in March 2021.

These calculations will be based on equations found in 40 CFR 98 Subpart HH. ENGINEER will coordinate with City staff in verifying the annual tonnage, average in-place waste density, and landfill cover data required for reporting the GHG emissions pursuant to the GHG Monitoring Plan. ENGINEER will subsequently assist the City in uploading the 2021 GHG data to EPA's electronic Greenhouse Gas Reporting Tool (e-GGRT) website. EPA-published calculation spreadsheets will be completed and shared with the City as documentation of the reported values.

TASK 2.5 DELIVERABLES:

- Draft submittal package (with backup calculations) submitted electronically for City review.
- Final submittal package submitted to EPA via online e-GGRT system on behalf of the City.

TASK 2.5 ASSUMPTIONS:

- City staff will provide tonnage and site information as requested.
- No site visits expected for this task.
- ENGINEER will be available for phone/teleconference discussions with City staff to discuss and answer questions.

TASK 2.5 SCHEDULE:

- Reporting is due by March 31, 2021. ENGINEER can complete the draft forms for City review within three weeks of receipt of required information from the City.

TASK 2.6 SEMI-ANNUAL NSPS/EG/SEM OVERSIGHT AND REPORTING

Both the current and the newly promulgated New Source Performance Standards (NSPS), Emission Guidelines (EG) and National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations require frequent monitoring and reporting of the status of GCCS at regulated landfills.

Pursuant to these regulations, semi-annual Compliance Reports are required to document compliance and recordkeeping. These Compliance Reports include documentation regarding the operation of LFG extraction wells, surface emission monitoring (SEM), and Startup, Shutdown, and Malfunction (SSM) reporting. Each semi-annual report provides the data, information and certifications describing the landfill and the GCCS, as well as operational practices and data regarding NSPS and permit requirements.

ENGINEER will provide professional services to provide desktop data oversight of the City monitoring at the site and accomplish these reporting requirements. This Task will generally consist of:

MONTHLY DATA REVIEW

ENGINEER will review the GCCS monitoring data collected by City staff during each 6-month reporting period. This data will be analyzed and examined for missing data or areas that may be of potential concern for submittal. This includes the following data:

- Monthly GCCS operations – i.e. readings on every LFG extraction well, and re-checks as required;
- Monthly flare station start-up/shutdown/malfunction forms;
- Quarterly surface emission monitoring reports and subsequent follow ups; and
- Monthly flare station flow rates, LFG quality and combustion temperature readings.

ENGINEER can provide recommendations regarding regulatory compliance to the City after review of the collected data. Furthermore, collected data will be incorporated into a database to assist in the preparation of the semi-annual monitoring reports.

SEMI-ANNUAL OPERATING REPORT

ENGINEER's 2020 contract covers the semi-annual report due by February 28, 2021 for the second half of 2020 (with data ending in January 2021). Therefore, the first semi-annual Compliance Report proposed for this scope of work will compile data from February 1 to July 31, 2021 – with the report submittal by August 30, 2021. The following items must be included in these semi-annual reports:

- Value and length of time for any exceedance of applicable wellhead parameters (oxygen, temperature, pressure) monitored under 40 CFR 60.756 (a), (b), (c) and (d) and 60.757 (f);
- Description and duration of all periods when the gas stream is diverted from the control device through a bypass line or the indication of bypass flow as specified under 40 CFR 60.756;
- Description and duration of all periods when the control device was not operating for a period exceeding one hour and length of time the control device was not operating (SSM results);
- All periods when the collection system was not operating in excess of five days;
- The location of each exceedance of the 500 parts per million methane concentration as provided in 40 CFR 60.753 (d) and the concentration recorded at each location for which an exceedance was recorded in the previous month (SEM results); and
- The date of installation and the location of each well or collection system expansion added pursuant to sections (a)(3), (c), and (b)(4) of 40 CFR 60.755.

TASK 2.6 DELIVERABLES:

- Monthly Data Review – ENGINEER will compile and review all LFG monitoring data for the site and oversee issue, re-checks, and exceedances (ENGINEER assumes

City staff will provide all required data from field monitoring efforts).

- Submittal of draft and final Semiannual NSPS Reports (first Initial Compliance Report, then one more Semi-Annual Report on the dates as stated above).

TASK 2.6 ASSUMPTIONS:

- City staff will provide all data requested or support in the coordination of securing the data.
- No site visits are expected for this task.
- City staff will perform the wellfield monitoring and tuning at the landfill. As such, ENGINEER cannot be responsible for any regulatory action which may result from submittal of this data to the regulatory agencies.
- ENGINEER will be available for phone/teleconference discussions with City staff to discuss and answer questions.

TASK 2.6 SCHEDULE:

- Semi-annual Compliance Report submittal by August 30, 2021. ENGINEER can complete the draft reports for City review within three weeks of receipt of required all information from the City.

TASK 2.7 GOP-517 AIR PERMIT RENEWAL

The City of Amarillo landfill currently maintains the following air emissions permits through TCEQ:

- Standard Permit (Subchapter U) #82403 (issued 09/08/2017, expires 09/30/2026)
- GOP-517 Air Operating Permit #2368 (issued 02/22/2017, expires 02/22/2022)

The landfill's general operating permit (GOP-517) is required to be renewed every five years. This is the State equivalent to the Federal Title V Air Permit. TCEQ requires complete renewal application packages to be submitted 6 months prior to the permit expiration date in order to be considered timely. This puts the due date at August 22, 2021. The permit renewal process involves completion of the applicable forms, checklists and calculations for the GOP-517 (30 TAC §122).

ENGINEER will provide professional services relating to the preparation of a timely and complete GOP renewal application for submittal to the TCEQ. The permit application package will include the forms, checklists and calculation data required, with additional forms required to address NSPS/EG and NESHAP compliance as necessary. In general, the following additional information will be included in calculations and as attachments to the permit renewal application (as applicable):

- EPA LandGEM landfill gas generation model
- HAP/VOC Emissions Calculations
- GCCS methane/flow rate data
- Particulate Matter Emissions Calculations (as applicable)

- Copies of Applicable Regulations and Guidance

The emissions model will be updated with actual waste acceptance tonnage to date, and other calculations can be accomplished based on discussions with City staff. The submittal will be completed in draft format for the City's signature (as required on specific forms), then ENGINEER can submit the package on behalf of the City.

TASK 2.7 DELIVERABLES:

- Draft renewal application package submitted electronically for City review.
- Final renewal application package submitted to TCEQ on behalf of the City.

TASK 2.7 ASSUMPTIONS:

- City staff will provide tonnage and site information as requested.
- No site visits expected for this task.
- We anticipate a possible request for additional information from the TCEQ on this permit renewal application, and have budgeted for one such request.
- City will be responsible for all permit renewal fees assessed by TCEQ.

TASK 2.7 SCHEDULE:

- Submittal to TCEQ is required by August 22, 2021. ENGINEER can complete the draft reports for City review within three weeks of receipt of required all information from the City.

TASK 2.8 SUBPART CF/NESHAP STARTUP AND OPERATIONS MANUAL UPDATE

The landfill is currently in compliance with the applicable 2003 NESHAP rule that requires that NSPS/EG landfills develop and implement startup, shutdown, and malfunction (SSM) plans, prepare/submit semi-annual SSM reports, prepare/submit semi-annual NSPS reports (see TASK 2.6).

On March 26, 2020, the U.S. Environmental Protection Agency (EPA) finalized amendments to the 2003 National Emission Standards for Hazardous Air Pollutants (NESHAP) for Municipal Solid Waste (MSW) Landfills under 40 Code of Federal Regulations (CFR) Part 63, Subpart AAAA. The final 2020 NESHAP rule includes the following primary elements (as applicable to the landfill):

- Correction and clarification of regulatory provisions related to emissions during periods of startup, shutdown, and malfunction (SSM).
- Revised wellhead operational standards and corrective action requirements. The new NESHAP rule includes the same provisions contained within the new NSPS/EG rules under 40 CFR Part 60, Subparts XXX, and Cf. However, in addition, the rule modifies the wellhead temperature requirements to allow temperatures up to 145 F instead of 131 F, but also imposes monitoring requirements over 145 F and additional measures for wells that exceed 170 F.

NOTE that these are minor adjustments that will not generally change operations at the landfill. However, this rule becomes applicable to the landfill on September 27, 2021, and best practice is to update the current SSM Plan and Startup and Operations Manual to reflect these requirements.

ENGINEER has already developed and submitted to the City a "Subpart Cf" Startup and Operations Manual in anticipation of these new regulations. This task will include ENGINEER update of this document to incorporate the new NESHAP regulations and necessary edits. It is anticipated that the following aspects will require update:

- SSM Plan;
- Compliance with LFG migration and surface emissions regulations; and,
- Action procedures and threshold levels for constituent levels or temperatures at wells and gas probes.

TASK 2.2 DELIVERABLES:

- Updated Operations Plan with attachments (draft and final) submitted electronically.
- ENGINEER will be available for phone/teleconference discussions with City staff to discuss and answer questions.

TASK 2.2 ASSUMPTIONS:

- Since Plan updates are not likely to change City staff procedures, on-site training is not anticipated.
- Plan will outline activities that will be performed entirely by City staff. If the City requires staffing assistance to perform the monitoring and reporting, ENGINEER can provide a scope and fee for long-term operation of the system at that time.
- The Plan will assume that the City will procure all necessary monitoring equipment, vehicles, and other appurtenances. These will not be supplied by ENGINEER.

TASK 2.2 SCHEDULE:

- ENGINEER will coordinate with City to develop a schedule for this task.

FEE SCHEDULE

Task 2.4: Annual Title V Emission Fee Forms	$4,430
Task 2.5: EPA Mandatory Greenhouse Gas Reporting	$6,170
Task 2.6: Semi-Annual NSPS/EG/SEM Oversight and Reporting	$36,240
Task 2.7: GOP-517 Air Permit Renewal	$16,600
Task 2.8: Subpart Cf/NESHAP Startup and Operations Manual Update	$7,280
Total requested for this authorization	**$70,720**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$70,720**.

TASK 3 – DRONE SURVEYING AND AIRSPACE CALCULATIONS

Upon capture and processing of survey data, Engineer will analyze the previous year's waste data and determine compaction rates, waste acceptance rates, and life projections of currently active cells. Our fee is based on the following scope of services to be completed in April, June, and August 2021:

- ENGINEER to perform topographic/ photogrammetric survey of active portions;
- Determine waste volume in place from previous operating year;
- Calculate compaction and waste acceptance rates; and
- Determine projected life of active cells.

FEE SCHEDULE

Task 3: Drone Surveying and Airspace Calculations ($5,000 per trip) **$15,000**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$15,000**.

TASK 4 – QUATERLY & ANNUAL TCEQ MSW REPORTING

TASK 4.1 QUARTERLY TCEQ MSW REPORTING

The quarterly report required by TCEQ is to be prepared and submitted on a quarterly basis for the landfill and transfer station. Quarterly solid waste summary report shall be submitted to the executive director not later than 20 days following the end of the fiscal quarter for which the report is applicable. Our fee is based on the following scope of services:

- ENGINEER to assist City as needed for submission of quarterly reports
- Complete TCEQ quarterly report form; and
- Submit quarterly report form to TCEQ.

TASK 4.2 ANNUAL TCEQ MSW REPORTING

The annual volume report required by TCEQ is to be prepared and submitted following the end of the state's fiscal year for the landfill and transfer station. Engineer will retain services of a surveying firm to perform a topographic/photogrammetric survey of active portions of your landfills. Upon receipt of survey data, Engineer will analyze the previous year's waste data and determine compaction rates, waste acceptance rates, and life projections of currently active cells. Our fee is based on the following scope of services:

- ENGINEER to perform topographic/ photogrammetric survey of active portions;
- Determine waste volume in place from previous operating year;
- Calculate compaction and waste acceptance rates;

- Determine projected life of active cells;
- Prepare summary of data for use by City staff;
- Complete TCEQ annual report form; and
- Submit annual report form to TCEQ.

FEE SCHEDULE

Task 4.1: Quarterly TCEQ MSW Reporting	$5,000
Task 4.2: Annual TCEQ MSW Reporting	$12,000
Total requested for this authorization	**$17,000**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$17,000**.

TASK 5 – ADC PERMITTING, OVERSIGHT & REPORTING

This task is not yet complete. ENGINEER proposes to complete this task as originally budgeted. No additional fee is being requested for this Task.

TCEQ requires the preparation of a permit modification to allow use of an alternative daily cover (ADC) at the referenced facility. Prior to submittal of the permit modification, a temporary authorization request must be submitted to TCEQ detailing what kind of ADC is proposed. Once TCEQ grants the temporary request, the ADC can be used for no longer than 180-days. At the completion of the 180-days, an extension must be submitted to allow use for all 4 seasons. During the two temporary authorization periods, status reports of the deployment for the ADC material must be submitted on a bi-monthly schedule. After the second temporary authorization period, a permit modification will be submitted to allow for permanent use of the ADC.

FEE SCHEDULE (remains the same as original budget)

Task 5.1: Temporary Authorization (original submission & extension)	$5,000
Task 5.2: Bi-Monthly ADC Reporting	$6,000
Task 5.3: Notice Permit Modification	$7,000
Task 5.4: Permit mod fee and printing (reimbursable)	$1,000
Total requested for this authorization	**$19,000**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$19,000**.

TASK 6 – LANDFILL OPERATIONS REVIEW (COMPLETE)

TASK 7 – MISCELLANEOUS/ON-CALL SERVICES

This task covers miscellaneous engineering services associated with the City of Amarillo Landfill. Also includes developing storm water pollution prevention plans (SWPPP), financial assurance calculations, and other miscellaneous projects. ENGINEER will also provide any additional operational or compliance engineering tasks as requested by City in order to maintain regulatory compliance. Fee estimate assumes $3,000 per month.

FEE ESTIMATE

Task 7: Miscellaneous/On-Call Services (hourly w/max)	**$18,000**

TASK 8 – STORMWATER PERMIT RENEWAL

The City of Amarillo maintains stormwater permit #TXR05N924 for the City of Amarillo Landfill. This permit is due to expire in August 14, 2021. Renewal of this permit will be required within 90 days after the existing permit expires. This task covers preparation and submittal of the Notice of Intent to renew this stormwater permit.

FEE ESTIMATE

Task 8: Stormwater Permit Renewal	**$4,500**

3/4/2020 mwn mwn

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 Parkhill Smith & Cooper, Inc. ("ENGINEER" or "PSC").

I.

A. OWNER hereby engages ENGINEER to perform the following professional engineering services with regard to the OWNER's municipal solid waste landfill ("Project"), to wit:

Task 1 – Groundwater Monitoring

Task 2 – Landfill Gas Reporting and Oversight

Task 3– Drone Surveying & Airspace Calculations

Task 4 – Quarterly and Annual TCEQ MSW Reporting

Task 5 – ADC Permitting, Oversight & Reporting

Task 6 – Landfill Operations Review

Task 7 – Miscellaneous/On-Call Services

B. The scope of the Project is more particularly set forth in Attachment 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 Attachment A and this Agreement, the terms of this Agreement will govern.

C. OWNER and ENGINEER understand and agree that PSC is serving as the prime consultant in this Agreement and will perform some Tasks and other Tasks may be delegated to HDR Engineering, Inc. or another engineering firm as a subconsultant. OWNER reserves the right to approve of any and all subconsultants proposed by ENGINEER. All fees, expenses, services, and other arrangements as between ENGINEER as prime and any subconsultant engineer shall be such as those parties may agree between themselves. Each sub-consultant agreement entered by ENGINEER shall be expressly subject to this Agreement and obligate the subconsultant to be bound to comply with the terms of this Agreement. In no event shall any sub-agreement cause any increase or expansion of OWNER'S total obligation or cost for Tasks 1-7 beyond the terms of this Agreement, unless

OWNER gives prior written consent to any such increase or expansion.

D. The term of this Agreement is for one year and begins on April 1, 2020.

II.

OWNER agrees to pay and ENGINEER agrees to accept as payment for Tasks 1 through 7, a fee of not to exceed $383,855.00 plus expenses, as allocated per Task and shown in Attachment A.

III.

ENGINEER will submit monthly billings for each Task based upon the amount of work completed during the period billed for. ENGINEER'S billings will be in writing and of sufficient detail to fully identify the work completed to date of billing. 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.

IV.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep each Task on schedule. OWNER'S representative for purposes of this Agreement shall be the Director of _____ or designee. ENGINEER will begin work on Task 1 of the Project within 5 days after receipt of written notification to proceed from OWNER and shall complete each Task in accordance with Attachment E "Project Schedule".

V.

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 services 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.

VI.

ENGINEER agrees neither it nor its employees, agents, subcontractors, assigns or successors 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, its employees, subcontractors and agents shall be used by ENGINEER, its employees, subcontractors and agents solely and exclusively in connection with the performance of the Project.

VII.

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.

VIII.

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

IX.

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

X.

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

XI.

ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER ITS OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST LIABILITY FOR ALL FORMS OF DAMAGES, TO THE EXTENT THAT SUCH IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR NONPAYMENT OF A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR

THE ENGINEER'S AGENT OR SUBCONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISED CONTROL.

XII.

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 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 and each subconsultant engineer must each provide Professional Liability Insurance in the amount of not less than $1,000,000.00 per claim.

XIII.

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.

XIV.

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.

XV.

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 receipt of written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 10 days ENGINEER has failed or refused to make any Work Product conform to the Scope of Work, then OWNER may terminate this Agreement immediately by providing written notice of termination to ENGINEER. Upon termination OWNER 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.

XVI.

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.

XVII.

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

PARKHILL SMITH & COOPER, INC.
Attention: Todd Stiggins, P.E.
4222 85th Street
Lubbock, TX 79423
Telephone: (806) 473-2200
Fax: (806) 473-3500
Email: tstiggins@teampsc.com

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

CITY OF AMARILLO
Attention: _____
P. O. Box 1971
Amarillo, TX 79105-1971
Telephone: (806) 378-_____
Fax: (806) 378-_____
E-Mail: _____@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.

XVIII.

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

XIX.

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.

XX.

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.

XXI.

ENGINEER agrees not to discriminate by reason of age, race, religion, sex, color, national origin, disability, veteran status, or other unlawful basis, in the performance of this Agreement. 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.

XXII.

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

XXIII.

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.

XXIV.

ENGINEER will not assign, sublet, or transfer an interest in this Agreement or a Task to be performed without the prior written consent of the OWNER.

XXV.

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 interpretation of this Agreement. Any and all litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XXVI.

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.

XXVII.

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

APPROVED AS TO FORM:

Amarillo City Attorney Office

Date: 03/20/2020

PARKHILL SMITH & COOPER, INC.
(ENGINEER)

By: Robert Holly Holder

Name: Robert H (Holly) Holder

Title: Principal / Environmental Sector Director

Date: 03/18/2020

CERTIFICATE OF INSURANCE REQUIREMENTS

OWNER 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 OWNER. A certification of insurance will be placed on file with the Contracting Department of the OWNER of Amarillo, prior to the execution of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
WORKER'S COMPENSATION - Coverage A Worker's Compensation Insurance shall include a Waiver of Subrogation in favor of the OWNER of Amarillo	Statutory
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 OWNER of Amarillo as an Additional Insured for all work performed for or on behalf of the OWNER.

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 OWNER of Amarillo as an Additional Insured for all work performed for or on behalf of the OWNER.

In the event of any material change, non-renewal, or cancellation of any policy, contractor's insurance company will give thirty (30) days actual prior written notice to the Contracting Department of the OWNER of Amarillo for such changes or cancellation.

ATTACHMENT A—SCOPE OF WORK & FEES

Amarillo Solid Waste Operating Budget/Environmental Expenses January 2020

Per February 26, 2020 letter from PARKHILL, SMITH & COOPER, INC.

These projects will be billed on hourly rates with reimbursables and maximum not-to-exceed, as indicated herein.

Task 1	**Groundwater Monitoring**	
Subtask 1.1	Groundwater Statistical Analysis and Reporting	$ 36,570
Subtask 1.2	Background Update Report	$ 13,455
Total		$ 50,025
Task 2	**Landfill Gas Reporting & Oversight**	
Subtask 2.1	Annual Title V Emission Fee Forms	$ 5,290
Subtask 2.2	EPA Mandatory Greenhouse Gas Reporting	$ 5,700
Subtask 2.3	Semi-Annual NSPS/EG/SEM Oversight & Reporting	$ 44,105
Total		$ 55,095
Task 3	**Drone Surveying & Airspace Calculations**	
Subtask 3.1	Develop CADD Model of Landfill	$ 5,000
Subtask 3.2	Surveying Trip ($5,000 per trip)	$ 60,000
Total		$ 65,000
Task 4	**Quarterly & Annual TCEQ MSW Reporting**	
Subtask 4.1	Quarterly TCEQ MSW Reporting	$ 10,000
Subtask 4.2	Annual TCEQ MSW Reporting	$ 12,000
Total		$ 22,000
Task 5	**ADC Permitting, Oversight & Reporting**	
Subtask 5.1	Temporary Authorization	$ 5,000
Subtask 5.2	Bi-Monthly ADC Reporting	$ 6,000
Subtask 5.3	Notice Permit Modification	$ 7,000
Subtask 5.4	Permit Mod Fee & Printing (reimbursable)	$ 1,000
Total		$ 19,000

Task 6	**Landfill Operations Review**	
Subtask 6.1	Project Management	$ 16,675
Subtask 6.2	Landfill Operations Review	$ 22,425
Subtask 6.3	Landfill Operations Review Report	$ 20,930
Subtask 6.4	Long-Term Fill Progression Plan	$ 20,470
Subtask 6.5	18-Month Interim Detailed Fill Plan	$ 14,375
Subtask 6.6	Landfill Compaction Training	$ 22,885
Subtask 6.7	GCCS Well Raising & Expansion Plan	$ 18,975
Total		$ 136,735
Task 7	**Miscellaneous/On-Call Services**	
Subtask 7.1	Miscellaneous Engineering	$ 36,000
Total		$ 36,000
Contract Total		$ 383,855

TASK 1 – GROUNDWATER MONITORING

TASK 1.1: GROUNDWATER STATISTICAL ANALYSIS AND REPORTING

DETECTION AND ASSESSMENT REPORTING

Detection monitoring of 25 groundwater monitoring wells is currently performed on a semi-annual basis. ENGINEER will continue to compile and statistically analyze the data provided by the City using the SANITAS© software package. As part of this scope, the semiannual reports will discuss the laboratory findings and will contain information regarding any Statistically Significant Increases (SSIs). Reports will be prepared following receipt of information from the April and October 2020 sampling events. An up-to-date groundwater contour map will be created for each of the semi-annual monitoring events.

For the monitoring wells in Assessment Monitoring, the City collects samples concurrently with the Detection Monitoring sampling. ENGINEER will also include a discussion of the assessment monitoring sampling results in the semi-annual reporting. As required by regulation, ENGINEER will continue to calculate and report on the percent confidence interval analysis that may be required in certain wells in the Assessment Monitoring program to determine if there are any Statistically Significant Levels (SSLs).

ENGINEER will continue to provide a comprehensive email to City staff providing sampling guidance regarding well sampling required for each well and constituents of interest.

VERIFICATION REPORTING AND ALTERNATE SOURCE DEMONSTRATION:

ENGINEER will evaluate and present the results of verification testing that may be required based on the results of the Detection/Assessment monitoring. Should verification testing confirm an SSI in detection monitoring wells, ENGINEER will work with the City in developing an Alternate Source Demonstration (ASD) for selected constituents. This will include research into Potter County background groundwater constituent levels, and may include additional research at the TCEQ file room. This 2020 scope of work includes the January and July 2020 verification sampling events and ASD (if necessary). The fee for this task assumes a level of effort consistent with past ASD letters. Additional effort may be needed depending on the constituent(s), the feasible ASD that may be claimed, and/or additional questions or follow-up submittals required by TCEQ that are not included in this scope of work and fee.

INTERIOR OBSERVATION WELL VOC REPORTING:

Currently, monitoring well MW-10 is still monitored coinciding with the Detection Monitoring program. ENGINEER will continue to compile and evaluate data from the semi-annual sampling events for MW-10. This information will be included in the semi-annual Detection/Assessment reports to be submitted to the TCEQ.

TASK 1.1 ASSUMPTIONS:

- ENGINEER will continue to maintain the annual software registration and training as a reimbursable expense for this project.
- All sampling and analysis will be performed or contracted by the City, with data provided to ENGINEER via hard copy or digital transmission.
- No site visits are expected for this project.
- If sampling and analysis results in additional regulatory requirements per Subchapter J (i.e. requiring an Assessment of Corrective Measures), then additional effort may be required that is not included with this proposal. Additional effort might include modeling, research, reporting, and/or meetings with TCEQ.

TASK 1.2: BACKGROUND UPDATE REPORT

The original background report of the "new" wells (MW-801 to MW-819) and the background update for the "existing" wells (MW-1 to MW-6) was approved by TCEQ letter dated July 12, 2013. In accordance with 30 TAC 330.407(a)(1), the background data set for groundwater compliance wells can be updated every two years with semi-annual detection monitoring results. The background report was successfully updated in 2016 (submitted in July 2016 and approved in September 2016).

Subsequent to that update, a minor permit modification was approved (TCEQ letter dated May 15, 2019) to edit the Groundwater Sampling and Analysis Plan (GWSAP) to adjust some required sampling constituents and to put the site on to the EPA Appendix 1 criteria.

Updating the background data set can be advantageous for some of the wells where the practical quantitation limit (PQL) is higher than the prediction limit (PL), causing them to stay in assessment monitoring. This is also an opportunity to reset the PLs based on recent sample values. Although some new constituents being sampled under the updated sampling protocol (recent GWSAP modification) will not have enough background data at this time, the opportunity to reset most of the PLs at the site is valuable.

ENGINEER will evaluate the proposed new background data to confirm that it is representative of background groundwater constituent concentrations. This will involve statistically analyzing the data for outliers and trends to find possible impacts. The results of this analysis will be used to prepare a proposed background data set for each constituent at each well. Using this proposed background set, a new prediction limit will be prepared for each constituent at each well to show how the new background data set will affect future detection monitoring. This information will be compiled into a report submitted to TCEQ.

TASK 1.2 ASSUMPTIONS:

- After submission of the report, TCEQ comments or questions may require additional effort not included with this proposal. Additional effort might include modeling, research, reporting, and/or meetings with TCEQ.
- No site visits expected for this task.

FEE SCHEDULE

Task 1.1: Groundwater Statistical Analysis and Reporting	$36,570
Task 1.2: Background Update Report	$13,455

Total requested for this authorization $50,025

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$50,025**.

TASK 2 – LANDFILL GAS REPORTING & OVERSIGHT

TASK 2.1 ANNUAL TITLE V EMISSION FEE FORMS

The GOP-517 is the State of Texas version of the Federal Title V permit. This permit has been recently updated and approved by TCEQ to include the recently designed and constructed GCCS at the landfill. Similar to previous years, the landfill is required to pay fees based on the calculated emissions from the site. These fees are assessed by the emissions calculated in a fiscal year and are reported on forms provided by TCEQ for the previous fiscal reporting year.

ENGINEER will complete the TCEQ forms on behalf of the City. Completion of the forms will be based on the GOP-517 and Subchapter U permit documents and Land GEM gas modeling if appropriate for the reporting year. ENGINEER will submit the draft completed forms to the City for review and approval before final submittal to TCEQ. After submittal of the forms, TCEQ will then send an invoice to the City for payment of the fees under separate cover.

TASK 2.1 DELIVERABLES:

- Completed emission fee form with associated calculations for City submittal to TCEQ.

TASK 2.1 ASSUMPTIONS:

- City staff will provide waste tonnage and site information as requested.
- No site visits expected for this task.
- City will be responsible for all fees assessed by TCEQ.
- ENGINEER will be available for phone/teleconference discussions with City staff to discuss and answer questions.

TASK 2.1 SCHEDULE:

- Forms are usually mailed to the City in March, with due date to TCEQ of June 1. ENGINEER can complete the draft forms for City review within three weeks of receipt of forms from the City.

TASK 2.2 EPA MANDATORY GREENHOUSE GAS REPORTING

Per 40 CFR 98 Subpart HH, the landfill is required to submit Mandatory Greenhouse Gas (GHG) Reporting to the EPA on an annual basis. ENGINEER will calculate the GHG generated and emitted from the landfill in the 2019 reporting year for the mandatory EPA GHG Reporting due in March 2020.

These calculations will be based on equations found in 40 CFR 98 Subpart HH. ENGINEER will coordinate with City staff in verifying the annual tonnage, average in-place waste density, and landfill cover data required for reporting the GHG emissions pursuant to the GHG Monitoring Plan. ENGINEER will subsequently assist the City in uploading the 2020 GHG data to EPA's electronic Greenhouse Gas Reporting Tool (e-GGRT) website. EPA-published calculation spreadsheets will be completed and shared with the City as documentation of the reported values.

TASK 2.2 DELIVERABLES:

- Draft submittal package (with backup calculations) submitted electronically for City review.
- Final submittal package submitted to EPA via online e-GGRT system on behalf of the City.

TASK 2.2 ASSUMPTIONS:

- City staff will provide tonnage and site information as requested.
- No site visits expected for this task.
- ENGINEER will be available for phone/teleconference discussions with City staff to discuss and answer questions.

TASK 2.2 SCHEDULE:

- Reporting is due by March 31, 2020. ENGINEER can complete the draft forms for City review within three weeks of receipt of required information from the City.

TASK 2.3 SEMI-ANNUAL NSPS/EG/SEM OVERSIGHT AND REPORTING

Both the current and the newly promulgated New Source Performance Standards (NSPS), Emission Guidelines (EG) and National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations require frequent monitoring and reporting of the status of GCCS at regulated landfills.

Pursuant to these regulations, semi-annual Compliance Reports are required to document compliance and recordkeeping. These Compliance Reports include documentation regarding the operation of LFG extraction wells, surface emission monitoring (SEM), and Startup, Shutdown, and Malfunction (SSM) reporting. Each semi-annual report provides the data, information and certifications describing the landfill and the GCCS, as well as operational practices and data regarding NSPS and permit requirements.

ENGINEER will provide professional services to provide desktop data oversight of the City monitoring at the site and accomplish these reporting requirements. This Task will generally consist of:

MONTHLY DATA REVIEW

ENGINEER will review the GCCS monitoring data collected by City staff during each 6-month reporting period. This data will be analyzed and examined for missing data or areas that may be of potential concern for submittal. This includes the following data:

- Monthly GCCS operations – i.e. readings on every LFG extraction well, and re-checks as required;
- Monthly flare station start-up/shutdown/malfunction forms;
- Quarterly surface emission monitoring reports and subsequent follow ups; and
- Monthly flare station flow rates, LFG quality and combustion temperature readings.

ENGINEER can provide recommendations regarding regulatory compliance to the City after review of the collected data. Furthermore, collected data will be incorporated into a database to assist in the preparation of the semi-annual monitoring reports.

SEMI-ANNUAL OPERATING REPORT

ENGINEER's 2019 contract covers the semi-annual report due by February 28, 2020 for the second half of 2019. Therefore, the first semi-annual Compliance Report proposed for this scope of work will compile data from February 1 to July 31, 2020 – with the report submittal by August 30, 2020. The following semi-annual report will be for the 6-month reporting period from August 1, 2020 to January 31, 2021 – with the report submittal by February 28, 2021. The following items must be included in these semi-annual reports:

- Value and length of time for any exceedance of applicable wellhead parameters (oxygen, temperature, pressure) monitored under 40 CFR 60.756 (a), (b), (c) and (d) and 60.757 (f);
- Description and duration of all periods when the gas stream is diverted from the control device through a bypass line or the indication of bypass flow as specified under 40 CFR 60.756;
- Description and duration of all periods when the control device was not operating for a period exceeding one hour and length of time the control device was not operating (SSM results);
- All periods when the collection system was not operating in excess of five days;
- The location of each exceedance of the 500 parts per million methane concentration as provided in 40 CFR 60.753 (d) and the concentration recorded at each location for which an exceedance was recorded in the previous month (SEM results); and
- The date of installation and the location of each well or collection system expansion added pursuant to sections (a)(3), (c), and (b)(4) of 40 CFR 60.755.

TASK 2.3 DELIVERABLES:

- Monthly Data Review – ENGINEER will compile and review all LFG monitoring data for the site and oversee issue, re-checks, and exceedances (ENGINEER assumes City staff will provide all required data from field monitoring efforts).
- Submittal of draft and final Semiannual NSPS Reports (first Initial Compliance Report, then one more Semi-Annual Report on the dates as stated above).

TASK 2.3 ASSUMPTIONS:

- City staff will provide all data requested or support in the coordination of securing the data.
- No site visits are expected for this task.
- City staff will perform the wellfield monitoring and tuning at the landfill. As such, ENGINEER cannot be responsible for any regulatory action which may result from submittal of this data to the regulatory agencies.
- ENGINEER will be available for phone/teleconference discussions with City staff to discuss and answer questions.

TASK 2.3 SCHEDULE:

- First semi-annual Compliance Report submittal by August 30, 2020. The second semi- annual report submittal by February 28, 2021. ENGINEER can complete the draft reports for City review within three weeks of receipt of required all information from the City.

FEE SCHEDULE

Task 2.1: Annual Title V Emission Fee Forms	$5,290
Task 2.2: EPA Mandatory Greenhouse Gas Reporting	$5,700
Task 2.3: Semi-Annual NSPS/EG/SEM Oversight and Reporting	$44,105

Total requested for this authorization $55,095

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$55,095.**

TASK 3 – DRONE SURVEYING AND AIRSPACE CALCULATIONS

Engineer will develop an electronic CADD Model of the City of Amarillo Landfill Final Cover Design. Engineer will perform a topographic/photogrammetric survey of active portions of your landfill. Upon capture and processing of survey data, Engineer will analyze the previous year's waste data and determine compaction rates, waste acceptance rates, and life projections of currently active cells. Our fee is based on the following scope of services:

- ENGINEER to create Landfill CADD model for volume calculations
- ENGINEER to perform topographic/ photogrammetric survey of active portions;

- Determine waste volume in place from previous operating year;
- Calculate compaction and waste acceptance rates;
- Determine projected life of active cells:

FEE SCHEDULE

Task 3.1: Develop CADD Model of Landfill **$5,000**

Task 3.2: Drone Surveying and Airspace Calculations ($5,000 per trip) **$60,000**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$65,000**.

TASK 4 – QUATERLY & ANNUAL TCEQ MSW REPORTING

TASK 4.1 QUARTERLY TCEQ MSW REPORTING

The quarterly report required by TCEQ is to be prepared and submitted on a quarterly basis for the landfill and transfer station. Quarterly solid waste summary report shall be submitted to the executive director not later than 20 days following the end of the fiscal quarter for which the report is applicable. Our fee is based on the following scope of services:

- ENGINEER to assist City as needed for submission of quarterly reports
- Complete TCEQ quarterly report form; and
- Submit quarterly report form to TCEQ.

TASK 4.2 ANNUAL TCEQ MSW REPORTING

The annual volume report required by TCEQ is to be prepared and submitted following the end of the state's fiscal year for the landfill and transfer station. Engineer will retain services of a surveying firm to perform a topographic/photogrammetric survey of active portions of your landfills. Upon receipt of survey data, Engineer will analyze the previous year's waste data and determine compaction rates, waste acceptance rates, and life projections of currently active cells. Our fee is based on the following scope of services:

- ENGINEER to perform topographic/ photogrammetric survey of active portions;
- Determine waste volume in place from previous operating year;
- Calculate compaction and waste acceptance rates;
- Determine projected life of active cells;
- Prepare summary of data for use by City staff;
- Complete TCEQ annual report form; and
- Submit annual report form to TCEQ.

FEE SCHEDULE

Task 4.1: Quarterly TCEQ MSW Reporting	$10,000
Task 4.2: Annual TCEQ MSW Reporting	$12,000
Total requested for this authorization	**$22,000**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$22,000**.

TASK 5 – ADC PERMITTING, OVERSIGHT & REPORTING

TCEQ requires the preparation of a permit modification to allow use of an alternative daily cover (ADC) at the referenced facility. Prior to submittal of the permit modification, a temporary authorization request must be submitted to TCEQ detailing what kind of ADC is proposed. Once TCEQ grants the temporary request, the ADC can be used for no longer than 180-days. At the completion of the 180-days, an extension must be submitted to allow use for all 4 seasons. During the two temporary authorization periods, status reports of the deployment for the ADC material must be submitted on a bi-monthly schedule. After the second temporary authorization period, a permit modification will be submitted to allow for permanent use of the ADC.

FEE SCHEDULE

Task 5.1: Temporary Authorization (original submission & extension)	$3,000
Task 5.2: Bi-Monthly ADC Reporting	$4,000
Task 5.3: Notice Permit Modification	$7,000
Task 5.4: Permit mod fee and printing (reimbursable)	$1,000
Total requested for this authorization	**$15,000**

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$15,000**.

TASK 6 – LANDFILL OPERATIONS REVIEW

TASK 6.1: PROJECT MANAGEMENT

This task provides for the management, administration, and coordination of ENGINEER's services throughout the duration of the project. The lines of communication with ENGINEER Engineering will be primarily through ENGINEER's Project Manager (Engineer). A monthly invoice will describe the status of work completed and overall schedule and budget status. ENGINEER also plans for one kick-off meeting to start the project to confirm lines of communication and discuss the

drivers, goals, and deadlines for the project. This kickoff meeting will also serve the purpose of verification of recent well raising construction and compilation of well raising data.

ENGINEER will perform the following activities for this task:

- Attend a project initiation/kick-off meeting with City staff. ENGINEER anticipates this to be a one-day meeting and/or site visit attended by Engineer and Eric Mead.
- Engineer will extend this visit to include one day at the landfill to verify recent well raising construction and work with landfill staff to catalog other recent well raising activity.
- Administration of the project.
- Coordination and direction for the services.
- Monitoring overall work product, budget, and project schedule.
- Quality control of project documents.

TASK 6.1 DELIVERABLES:

- Meeting Agenda and notes from the project initiation/kick-off meeting
- Monthly invoicing and progress reports

TASK 6.1 ASSUMPTIONS:

- Electronic submittal of deliverables.
- Appropriate City staff will participate in the project initiation/kickoff meeting.
- ENGINEER will maintain electronic files in its centralized ProjectWise system and one file location for paper copies.
- Up to 8 monthly invoices and progress reports.

TASK 6.1 SCHEDULE:

- Total project duration is 180 calendar days from notice to proceed (NTP).

TASK 6.2: LANDFILL OPERATIONS REVIEW

The purpose of this task is to provide an independent review of landfill operating requirements (i.e., permits, City policies and procedures) and current landfill operations. ENGINEER anticipates the following subtasks to complete this task:

REVIEW EXISTING DOCUMENTS

ENGINEER will review applicable governing documents for the landfill supplied by the City. The anticipated documents for review include:

- Current landfill permit issued by Texas Commission on Environmental Quality (TCEQ) (ENGINEER has this, not required to be provided by the City).
- Recent TCEQ permit modifications not included in current landfill permit.
- Local permits (i.e., conditional use).
- Applicable City policies and procedures (i.e., safety, training, environmental, capital).
- Training programs documentation (i.e., safety, operator training).

- Capital budgets.
- Environmental monitoring results for last 12 months (ENGINEER has this information for landfill gas and groundwater, not required to be provided by the City).
- Equipment maintenance procedures and records.
- Landfill inspections for the past 12 months.
- Density results for the past 12 months.

Specifically, the documents will be reviewed to identify operating requirements for the landfill and to evaluate overall performance (i.e., achieved landfill density and other metrics).

DELIVERABLES:

- One electronic (PDF) list of all documents reviewed.

ASSUMPTIONS:

- City will provide documents to review within 5 days of the NTP.

SCHEDULE:

- Subtask will be completed within 3 weeks of NTP.

ON-SITE OBSERVATIONS

ENGINEER will provide a senior solid waste professional to be on-site for 2 separate 3 day periods. During the on-site reviews, ENGINEER will undertake the following:

- Conduct reviews of the landfill operation, including reviews of equipment operations, maintenance, scalehouse operations, and environmental controls.
- Review record keeping protocols and practices and provide recommended revisions if necessary.
- Interview landfill staff including landfill manager and equipment maintenance supervisor/manager.
- Review scalehouse operations including customer and waste identification, opening/closing practices, and cash handling procedures.
- Review health and safety protocols and practices.
- Review training programs and documentation.
- Review recordkeeping and reporting requirements and practices.
- Participate in safety meetings.
- Identify best management practices.
- Review operations at the City's transfer station (one day).

DELIVERABLES:

- Documents that are reviewed will be discussed and/or incorporated into the Landfill Operations Review Report as part of Task 6.3.

ASSUMPTIONS:

- Each on-site observation visit will occur over concurrent days (e.g., 3 days in a row).
- City staff will be available for interviews regarding landfill operations.
- City will provide working space (i.e., desk) at the landfill during the site observations.

SCHEDULE:

- Subtask to be completed over an up to 4-week period (may be concurrent with Task 6.1).

TASK 6.3: LANDFILL OPERATIONS REVIEW REPORT

ENGINEER will prepare draft and final versions of a comprehensive landfill operations review report. An example table of contents for the report is shown below, generally showing the topics and level of detail. The report will summarize on-site observations, identify key findings, and present best management practices and recommendations for the City to consider implementing. This task includes an in-person presentation of the final report and recommendations to City staff.

TOC:

1 Introduction and Purpose
2 Background
3 Documents Reviewed
4 Landfill Operations Review
    4.1 Working Face Management
    4.2 Facility Aesthetics
        4.2.1 Vegetation/Landscaping
        4.2.2 Litter
        4.2.3 Dust
        4.2.4 Odor
        4.2.5 Birds/Vectors
        4.2.6 Cover
        4.2.7 Mud tracking
5 On-site roads
6 Environmental Controls and Management
    6.1 Stormwater
    6.2 Leachate
    6.3 Landfill Gas
    6.4 Groundwater
    6.5 Monitoring systems
7 Equipment
8 Staffing
9 Record keeping
10 Capital projects planning
11 Closure and Post- Closure and Financial Assurance

12 Ancillary facilities
    12.1 Scalehouse and scales
    12.2 Landfill office
    12.3 Maintenance shop
    12.4 Transfer station
13 Key findings and recommendations

TASK 6.3 DELIVERABLES:

- Draft Landfill Operations Review Report
- Final Landfill Operations Review Report
- Presentation (PowerPoint) summarizing the report

TASK 6.3 ASSUMPTIONS:

- Electronic submittal (PDF and/or MS Word) of the Draft and Final reports
- City will provide comments on the Draft report within 10 business days of submittal.
- Up to 2 hour conference call to discuss City comments on the Draft report.
- One trip to present the final report attended by Eric Mead.

TASK 6.3 SCHEDULE:

- Task will be complete approximately 8 weeks after Task 6.2 completion.

TASK 6.4: LONG-TERM FILL PROGRESSION PLAN

Under this Task, ENGINEER will prepare a fill progression plan which will provide operational planning and guidance over a 5 to 7 year period coinciding with the City's current cell development schedule. The scope of services for this project includes the following:

- Conference call and other discussions with City staff to receive input regarding the fill progression plan such as desired access routes, fill direction, and cover needs.
- Prepare Draft fill progression plan drawings.
- Conference call with the City to discuss comments on the Draft plan.
- Prepare Final fill progression plan to address City comments.
- Prepare planning-level estimates of quantities for the infrastructure components to be constructed during each planning year.
- Ad-hoc conference calls to discuss elements of the fill progression plan.

The long term fill progression plan deliverable drawing set is expected to include the following drawings:

- Cover sheet
- Existing topography
- End of year 1 fill plan
- End of year 2 fill plan
- End of year 3 fill plan
- End of year 4 fill plan
- End of year 5 fill plan
- End of year 6 fill plan
- Cross sections as necessary
- Typical details as necessary

TASK 6.4 DELIVERABLES:

- Draft Fill Progression Plan Drawing set
- Final Fill Progression Plan Drawing set

TASK 6.4 ASSUMPTIONS:

- City will provide the most recent topographic survey files to use for the work in suitable CAD format.
- City will provide or consult on expected/estimated future incoming tonnage and density values to use in the plans.
- Site visit(s) not included.
- No cost estimates will be prepared.
- Additional surveying is not included.
- Electronic submittal (PDF and/or MS Word) of the Draft and Final plans
- City will provide comments on the Draft plan within 10 business days of submittal.
- Up to 2 hour call with the City to discuss the Draft plan.

TASK 6.4 SCHEDULE:

- Task will be completed within 8 weeks of completion of Task 6.2 and receipt of required information. Can be done concurrent with Task 6.3.

TASK 6.5: 18-MONTH INTERIM DETAILED FILL PLAN

Based on discussions with City staff, it will be advantageous for the City to have a shorter-term fill plan (e.g., an interim operations 18-month fill plan) to better guide current/ongoing landfilling. This interim plan will be based on the long-term plan (Task 6.4), but will include additional details such as:

- Fill area and direction of fill.
- Lift dimensions and elevations (e.g., proposed grades).
- Cover requirements.
- Projections of fill completion based on assumed incoming tonnage and density.
- Access roads for customer vehicles.
- Stormwater flow direction and management features (i.e., berms, letdowns).

- Areas to receive intermediate cover.

TASK 6.5 DELIVERABLES:

- Draft Interim Fill Plan
- Final Interim Fill Plan

TASK 6.5 ASSUMPTIONS:

- City will provide the most recent topographic survey files to use for the work in suitable CAD format.
- City will provide or consult on expected/estimated future incoming tonnage and density values to use in the plans.
- Site visit(s) not included.
- No cost estimates will be prepared.
- Additional surveying is not included.
- 18-Month fill plan will consist of up to 8 additional sheets in 11x17 format.
- Electronic submittal (PDF and/or MS Word) of the Draft and Final plans
- City will provide comments on the Draft plan within 10 business days of submittal.
- Up to 2 hour call with the City to discuss the Draft plan.

TASK 6.5 SCHEDULE:

- Task will be completed within approximately 4 weeks of Task 6.4 completion.

TASK 6.6: LANDFILL COMPACTION TRAINING

The purpose of this task is to provide landfill compaction training to the City's staff, with the goal of increasing the efficient utilization of air space at the landfill. The anticipated activities that will be completed under this task include:

- Prepare draft training document for City review
- Discuss draft training document with City staff
- Prepare final training document based on input from City staff.
- Completion of 2 in-person training sessions

TASK 6.6 DELIVERABLES:

- Draft Landfill Compaction Training Presentation (PPT, PDF).
- Final Landfill Compaction Training Presentation (PPT, PDF).

TASK 6.6 ASSUMPTIONS:

- Training presentation will consist of PowerPoint slides.
- City will provide the meeting room for training.
- Up to 2 in-person training sessions lasting up to 4 hours each attended by Eric Mead and Engineer.
- Training sessions will be on either the same day (morning and afternoon sessions), or on two consecutive days.

TASK 6.6 SCHEDULE:

- Task to be completed over an up to 6 week period – can be performed concurrently with other Tasks at the City's preference.

TASK 6.7: GCCS WELL RAISING AND EXPANSION PLAN

Following the completion of Task 6.4, ENGINEER and the City will have an understanding of how the landfill will progress with filling in accordance with City's current cell development schedule. ENGINEER will then prepare a GCCS Phasing Plan for the time period until the City can access Cell 10 (estimated at 5-7 years). This will be an independent submittal for City use (not submitted to TCEQ) that will build upon and reference the original Design Plan and Design Plan Drawing Set, as well as the long term fill progression plan developed in Task 6.4. The purpose of this plan will be to provide the City with guidance on the phasing of well raising, GCCS expansion, well re-drills, piping modifications, well retrofits, or other recommended actions to keep the GCCS functioning as intended in coordination with the new fill plan at the landfill.

This plan and drawing set will overlay and/or reference the drawings provided in Task 6.4. Additional analysis will be provided for any lateral or interim collection systems not otherwise addressed in the sizing calculations included in the original Design Plan. This plan will be useful for understanding and predicting future actions necessary in the time period before access to Cell 10. After that time, the original Design Plan and GCCS expansion masterplan will again be valid for longer term growth.

TASK 6.7 DELIVERABLES:

- Draft GCCS Phasing Plan
- Final GCCS Phasing Plan

TASK 6.7 ASSUMPTIONS:

- Task 6.4 will be authorized, and ENGINEER will have already developed a fill progression plan for this time period.
- If Task 6.4 is not authorized, this Task assumes that the City would then provide fill sequencing plans and interim grades for the landfill in ACAD format.
- Electronic submittal (PDF and/or MS Word) of the Draft and Final reports
- City will provide comments on the Draft report within 10 business days of submittal.

- Up to 2 hour conference call to discuss City comments on the Draft report.
- No cost estimates will be prepared.
- Additional surveying is not included.
- Drawing sets will include general layout, spacing, and typical details. Drawings will not be suitable for construction and no specifications will be provided.

TASK 6.7 SCHEDULE:

- Task will be complete approximately 6 weeks after Task 6.4 completion. Can be performed concurrently with Tasks 6.5 and 6.6.

FEE ESTIMATE

Task 6.1: Project Management	$16,675
Task 6.2: Landfill Operations Review	$22,425
Task 6.3: Landfill Task 6.3: Operations Review Report	$20,930
Task 6.4: Long-Term Fill Progression Plan	$20,470
Task 6.5: 18-Month Interim Detailed Fill Plan	$14,375
Task 6.6: Landfill Compaction Training	$22,885
Task 6.7: GCCS Well Raising and Expansion Plan	$18,975

Total requested for this authorization $136,735

ENGINEER proposes to complete the above scope of services on a time and materials basis for a not-to-exceed fee of **$136,735**.

TASK 7 – MISCELLANEOUS/ON-CALL SERVICES

This subtask covers engineering services associated with the City of Amarillo Landfill. Also includes developing storm water pollution prevention plans (SWPPP), air permitting financial assurance calculations, and other miscellaneous projects. ENGINEER will also provide any additional operational or compliance engineering tasks as requested by City in order to maintain regulatory compliance. Fee estimate assumes $3,000 per month.

FEE ESTIMATE

Task 7: Miscellaneous/On-Call Services (hourly w/max)	**$36,000**

END OF SCOPE OF WORK.

H

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 23, 2021	**Council Priority**	Fiscal Responsibility
Department	Finance		
Contact	Jennifer Gonzalez, Utility Billing Manager		

Agenda Caption

CONSIDER AWARD – Utility Billing IVR, Adjustments to IVR Call Usage Bundle
Selectron – Renew at a larger bundle to accommodate call volumes
This service is for the Utility Billing IVR system to renew contract at a larger bundle of 275,000 calls. This renewal will include years 3, 4, and 5 of the contract. Each year will be $42,755 for a grand total of $128,265.

Agenda Item Summary

This service is for the Utility Billing IVR system to renew contract at a larger bundle to include 275,000 calls. This renewal will include years 3, 4, and 5 of the contract. Annual renewal is $42,755 for a grand total of $128,265.

Requested Action

Council consideration and approval of the renewal service.

Funding Summary

Sufficient funding is available in the Utility Billing budget.

Community Engagement Summary

A Request for Proposal was conducted earlier this year for these services.

Staff Recommendation

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

Bid No. 6272 Renewal for years 3-5 Selctron IVR For Utility Billing
Opened 4:00 p.m. ,November 06, 2018

To be awarded as one lot	Selcetron Technologies Inc	
Line 1 Year 3 Additional Inbound Calls/Transfers and 100,000 RCS Outbound Messages, per specifications		
1 ea		
Unit Price	$42,755.000	
Extended Price		42,755.00
Line 2 Year 4 Additional Inbound Calls/Transfers and 100,000 RCS Outbound Messages, per specifications		
1 ea		
Unit Price	$42,755.000	
Extended Price		42,755.00
Line 2 Year 5 Additional Inbound Calls/Transfers and 100,000 RCS Outbound Messages, per specifications		
1 ea		
Unit Price	$42,755.000	
Extended Price		42,755.00
Award by Vendor		128,265.00
City		Portland, OR



Amarillo City Council
Agenda Transmittal Memo

1

Meeting Date	March 23, 2021	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matt Thomas, P.E., City Engineer		

Agenda Caption

CONSIDER AWARD – BID #6964 Construction of Arden Road - Community Investment Program Proposition 1, including paving, water and storm drain.

Project #462007
Project #523384
Project #560080

This item is to consider award of the construction contract for Arden Road – Paving, Drainage and Potable Water Construction, part of the FY 16/17 – FY 20/21 Community Investment Program to: Williams Ditching, LLC in the amount of $5,085,174.39

Agenda Item Summary

This project is the construction of a new 5-lane arterial section of Arden Road from Helium Road to Soncy Road. This roadway will serve existing and proposed commercial development, as well as residential subdivisions. It will also serve Canyon ISD schools, currently under construction, and provide a connection to the new alignment of SL335. Included with the roadway construction is the extension of a water distribution main to serve that area of the City. Also included is the construction of the necessary storm drainage infrastructure.

Requested Action

Consider approval and award to the highest evaluated bidder, Williams Ditching, LLC - $5,085,174.39

Funding Summary

Funding for this project was approved in the FY 16/17 – FY 20/21 Community Investment Program Budget. The construction expenses for the paving portion of this project are funded from the Proposition 1 bond funds. Water construction expenses are funded from department E&I funds. Drainage construction expenses are funded from Drainage Utility revenue bonds.

Community Engagement Summary

The work associated with this agreement will have moderate public impact since this is construction of a new roadway. Affected property owners and developers have been engaged during the design of this project. They will be updated throughout construction. Access will be coordinated with Canyon Independent School District as construction progresses.

Staff Recommendation

City staff is recommending approval of the agreement.

Bid No. 6964 Best Value Bid for 2017-2021 Community Investment Program: Proposition 1, Arden Road - Paving, Drainage and Potable Water Construction
Opened 4:00 p.m., February 25, 2021

To be awarded as one lot	WILLIAMS DITCHING	HOLMES CONSTRUCTION CO.	J. LEE MILLIGAN	MH CIVIL CONSTRUTION
PROJECT NO 462007 - PAVING				
Line 1 Earthwork - Excavation (COA 4.02), per specifications.				
40010.8 CY				
Unit Price	$1.51	$4.40	$13.75	$6.00
Extended Price	60,416.31	176,047.52	550,148.50	240,064.80
Line 2 Earthwork - Embankment (COA 4.02) per specifications.				
1385.4 CY				
Unit Price	$3.55	$5.50	$10.00	$49.00
Extended Price	4,918.17	7,619.70	13,854.00	67,884.60
Line 3 Earthwork - Subgrad (8") (Density Controlled) (COA 4.02) per specifications.				
47777.6 sy				
Unit Price	$3.42	$2.04	$1.80	$2.00
Extended Price	163,399.39	97,466.30	85,999.68	95,555.20
Line 4 Flexible Base - 6" Type A, B, or E, Grade 1, (COA 4.07) per specifications.				
574.2 sy				
Unit Price	$11.04	$16.78	$28.25	$38.00
Extended Price	6,339.17	9,635.08	16,221.15	21,819.60
Line 5 Flexible Base - 11" Type A, B or E, Grade 2, (COA 4.07), per specifications.				
43001.2 sy				
Unit Price	$18.42	$15.68	$18.15	$54.00
Extended Price	792,082.10	674,258.82	780,471.78	2,322,064.80

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 6 Flexible Base - 10" Type A, B or E, Grade 2, (COA 4.07) , per specifications.								
1113.8 sy								
Unit Price	$9.13		$16.78		$18.75		$52.00	
Extended Price		10,168.99		18,689.56		20,883.75		57,917.60
Line 7 Flexible Base - 12" Type A, B or E, Grade 2, (COA 4.07), per specifications.								
1859.8 sy								
Unit Price	$9.94		$16.78		$27.00		$57.00	
Extended Price		18,486.41		31,207.44		50,214.60		106,008.60
Line 8 Concrete separate curb, curb and gutter - 7 in standard crub & gutter (COA 4.09), per specifications.								
9696.6 lf								
Unit Price	$10.43		$20.21		$18.95		$28.00	
Extended Price		101,135.54		195,968.29		183,750.57		271,504.80
Line 9 Miscellaneous concrete islands, (COA 4.1), per specifications.								
429.2 sf								
Unit Price	$14.19		$20.74		$13.20		$28.00	
Extended Price		6,090.35		8,901.61		5,665.44		12,017.60
Line 10 Miscellaneous concrete 11" Median, (COA 4.1), per specifications.								
10407.9 sf								
Unit Price	$6.49		$13.65		$11.10		$9.00	
Extended Price		67,547.27		142,067.84		115,527.69		93,671.10
Line 11 Miscellaneous concrete - channels (COA 4.1) , per specifications.								
1900.7 sf								
Unit Price	$3.47		$12.86		$8.25		$8.00	
Extended Price		6,595.43		24,443.00		15,680.78		15,205.60

To be awarded as one lot	WILLIAMS DITCHING	HOLMES CONSTRUCTION CO.	J. LEE MILLIGAN	MH CIVIL CONSTRUTION

Line 12 Miscellaneous concrete - ADA ramps (COA 4.1), per specifications.						
12 ea						
Unit Price	$661.28		$2,625.00		$1,995.00	$1,300.00
Extended Price		7,935.36		31,500.00	23,940.00	15,600.00
Line 13 Miscellaneous concrete - Sidewalk (COA 4.1), per specifications.						
16888.2 sf						
Unit Price	$3.22		$5.51		$5.30	$6.00
Extended Price		54,380.00		93,053.98	89,507.46	101,329.20
Line 14 Structural Concrete - concrete valleys and spandrels, (COA 4.11)) per specifications.						
4985.4 sf						
Unit Price	$5.50		$13.13		$8.05	$10.00
Extended Price		27,419.70		65,458.30	40,132.47	49,854.00
Line 15 Structural concrete - concrete manhole collars (COA 4.11) per specifications.						
338.9 sf						
Unit Price	$4.38		$17.85		$29.00	$11.00
Extended Price		1,484.38		6,049.37	9,828.10	3,727.90
Line 16 Concrete pavement 8 in concrete pavement (COA 4.14) per specifications.						
1113.8 sy						
Unit Price	$54.27		$9.45		$74.25	$123.00
Extended Price		60,445.93		10,525.41	82,699.65	136,997.40
Line 17 Planing and texturing pavement - 2" planing (COA 4.15), per specifications.						
2770.2 sy						
Unit Price	$0.88		$6.00		$3.85	$4.00
Extended Price		2,437.78		16,621.20	10,665.27	11,080.80

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 18 Dense graded hot-mix asphalt, 1-1/2" D-GR HMA TY-D PG64.28 (COA 4.47), per specifications.								
574.2 sy								
Unit Price	$12.75		$19.55		$46.35		$29.00	
Extended Price		7,321.05		11,225.61		26,614.17		16,651.80
Line 19 Dense graded hot-mix asphalt - 2" D-GR HMA TY-D PG64-28 (COA 4.17) , per specifications.								
42763.2 sy								
Unit Price	$11.23		$12.68		$14.40		$32.00	
Extended Price		480,230.74		542,237.38		615,790.08		1,368,422.40
Line 20 Dense graded hot-mix asphalt, 2-1/2" D-GR HMA TY-B PG64-28 (COA 4.17), per specifications.								
42072.9 sy								
Unit Price	$14.27		$15.25		$15.85		$32.00	
Extended Price		600,380.28		641,611.73		666,855.47		1,346,332.80
Line 21 Dense graded hot-mix asphalt - 2-1/2" D-GR HMA TY-B PG64-28 (COA 4.17), per specifications.								
42072.9 sy								
Unit Price	$14.26		$15.25		$15.85		$36.00	
Extended Price		599,959.55		641,611.73		666,855.47		1,514,624.40
Line 22 REFLECTORIZED Pavement Markings-Type 2 Markings, 7 in., White, Dashed, (COA 4.2) , per specifications.								
2653.7 lf								
Unit Price	$0.47		$0.44		$0.42		$2.00	
Extended Price		1,247.24		1,167.63		1,114.55		5,307.40
Line 23 Refectorized Pavment Markings-Type 2 Markings, 4 in., White Solide (COA 4.2) , per specifications.								
3050 lf								
Unit Price	$0.47		$0.44		$0.42		$2.00	
Extended Price		1,433.50		1,342.00		1,281.00		6,100.00

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 24 Refectorized Pavment Markings-Type 2 Markings, 8 in., White Solide (COA 4.2), per specifications.								
863.4 lf								
Unit Price	$1.17		$1.10		$1.05		$3.00	
Extended Price		1,010.18		949.74		906.57		2,590.20
Line 25 Refectorized Pavement Markings-Type 2 Markings, 12 in., White Solid (COA 4.2), per								
331 lf								
Unit Price	$1.75		$1.65		$1.60		$4.00	
Extended Price		579.25		546.15		529.60		1,324.00
Line 26 Prefabricated Pavement Markings-Type 1 Markings, 24 in, White, Solid, Cross Walk Stripe, (COA 4.2), per specifications.								
8 ea								
Unit Price	$291.50		$275.00		$265.00		$52.00	
Extended Price		2,332.00		2,200.00		2,120.00		416.00
Line 27 Prefabricated Pavement Markings-Type 1 Markings, 24 in, White, Solid Stop Bar, (COA 4.2), per specifications.								
1 ea								
Unit Price	$291.50		$275.00		$265.00		$84.50	
Extended Price		291.50		275.00		265.00		84.50
Line 28 Refectorized Pavement Markings-Type 2 Markings, 4 in., Yellow, Dashed, (COA 4.2) per								
2047.6 lf								
Unit Price	$0.47		$0.44		$0.42		$1.50	
Extended Price		962.37		900.94		859.99		3,071.40

To be awarded as one lot	WILLIAMS DITCHING	HOLMES CONSTRUCTION CO.	J. LEE MILLIGAN	MH CIVIL CONSTRUTION

Line 29 Refectorized Pavement Markings-Type 2 Markings, 4 in., Yellow Solid, (COA 4.2) per specifications.						
9649.8 lf						
Unit Price	$0.47		$0.44		$0.42	$1.50
Extended Price		4,535.41		4,245.91	4,052.92	14,474.70
Line 30 Prefabricated Pavement Markings-Type 2 Markings, 8 in, White Dotted (COA 4.2), per specifications.						
267.5 lf						
Unit Price	$1.17		$1.10		$1.05	$2.00
Extended Price		312.98		294.25	280.88	535.00
Line 31 Prefabricated Pavement Markings-Type 1 Markings, 12 in, White Dotted (COA 4.2) , per specifications.						
516 lf						
Unit Price	$1.75		$1.65		$1.60	$2.50
Extended Price		903.00		851.40	825.60	1,290.00
Line 32 Refectorized Pavment Markings-Type 2 Markings, 8 in., Chevron (COA 4.2), per specifications.						
133.6 lf						
Unit Price	$11.66		$11.00		$10.55	$3.00
Extended Price		1,557.78		1,469.60	1,409.48	400.80
Line 33 Prefabricated Pavement Markings-Type 1 Markings, Symbol, (COA 4.2), per specifications.						
21 ea						
Unit Price	$845.35		$787.50		$765.00	$250.00
Extended Price		17,752.35		16,537.50	16,065.00	5,250.00
Line 34 Refectorized Pavment Markings-Type 2 Markings, Median Nose, (COA 4.2), per specifications.						
6 ea						
Unit Price	$466.40		$440.00		$425.00	$150.00
Extended Price		2,798.40		2,640.00	2,550.00	900.00

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 35 Prime Coat- *MC-30, (COA 4.28) per specifications.								
12794.1 gal								
Unit Price	$12.30		$1.65		$4.15		$3.00	
Extended Price		157,367.43		21,110.27		53,095.52		38,382.30
Line 36 Remove Treated and Untreated Base and Asphalt Pavement-Remove Treated and Untreated Base and Asphalt Pavement @ 18" Depth, (COA 4.3), per specifications.								
1125.6 sy								
Unit Price	$3.15		$5.75		$13.00		$54.00	
Extended Price		3,545.64		6,472.20		14,632.80		60,782.40
Line 37 Delineators and Object Marker Assemblies-Yellow Surface Mount Delineators (D-SY) SZ 1 (FLX)(SRF),(TXDOT 658), per specifications.								
14 ea								
Unit Price	$180.73		$82.50		$115.00		$200.00	
Extended Price		2,530.22		1,155.00		1,610.00		2,800.00
Line 38 Delineators and Object Marker Assemblies-Yellow Surface Mount Bi-Directional Delineators (D-SY)								
3 ea								
Unit Price	$186.56		$82.50		$130.00		$200.00	
Extended Price		559.68		247.50		390.00		600.00
Line 39 Waste Water-Adjust Manhole Rim Elevations, (COA 7.01-7.04)								
10 ea								
Unit Price	$1,164.14		$1,353.00		$550.00		$200.00	
Extended Price		11,641.40		13,530.00		5,500.00		2,000.00

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 40 Construction Signing and Barricades-Traffic Control Plan, (COA 9.04), per specifications.								
1 ls								
Unit Price	$75,906.60		$27,500.00		$20,000.00		$11,000.00	
Extended Price		75,906.60		27,500.00		20,000.00		11,000.00
Line 41 Mobilization, (COA 10.01) per specifications.								
1 ls								
Unit Price	$282,423.47		$225,000.00		$470,000.00		$147,703.60	
Extended Price		282,423.47		225,000.00		470,000.00		147,703.60
Line 42 Air and Water Pollution, Soil Erosion and Siltation Control-Construction Exits, (COA 10.02), per								
111.1 sy								
Unit Price	$304.36		$27.50		$63.75		$37.00	
Extended Price		33,814.40		3,055.25		7,082.63		4,110.70
Line 43 Air and Water Pollution, Soil Erosion and Siltation Control-Temporary Sediment Control Fence,								
6887 lf								
Unit Price	$3.79		$2.88		$3.40		$3.00	
Extended Price		26,101.73		19,834.56		23,415.80		20,661.00
Line 44 Air and Water Pollution, Soil Erosion and Siltation Control-Biodegradable Erosion Control Logs,								
360 lf								
Unit Price	$1.94		$2.30		$7.85		$11.00	
Extended Price		698.40		828.00		2,826.00		3,960.00
Line 45 Milled Rumble Strips-Rumble Strips, (TXDOT 533), per specifications.								
1438.7 lf								
Unit Price	$2.72		$3.15		$12.80		$25.00	
Extended Price		3,913.26		4,531.91		18,415.36		35,967.50
Project No. 460027-Paving Total		3,713,392.08		3,802,884.65		4,720,534.78		8,238,046.50

PROJECT NO 560080 - STORM WATER

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 46 Reinforced Concrete Sewer Pipe-24 In. RCP, (COA 5.01), per specifications.								
1144 lf								
Unit Price	$82.66		$91.71		$114.70		$168.00	
Extended Price		94,563.04		104,916.24		131,216.80		192,192.00
Line 47 Reinforced Concrete Sewer Pipe-30 In. RCP, (COA 5.01) per specifications.								
306.9 lf								
Unit Price	$110.52		$122.62		$137.65		$208.00	
Extended Price		33,918.59		37,632.08		42,244.79		63,835.20
Line 48 Reinforced Concrete Sewer Pipe-36 In. RCP, (COA 5.01) , per specifications.								
699.2 lf								
Unit Price	$194.88		$216.21		$183.55		$254.00	
Extended Price		136,260.10		151,174.03		128,338.16		177,596.80
Line 49 Reinforced Concrete Sewer Pipe-42 In. RCP, (COA 5.01), per specifications.								
1409.1 lf								
Unit Price	$198.64		$220.38		$286.75		$301.00	
Extended Price		279,903.62		310,537.46		404,059.43		424,139.10
Line 50 Reinforced Concrete Sewer Pipe-48 In. RCP, (COA 5.01), per specifications.								
338.9 ea								
Unit Price	$236.95		$262.89		$303.95		$339.00	
Extended Price		80,302.36		89,093.42		103,008.66		114,887.10
Line 51 Reinforced Concrete Sewer Pipe-60 In. RCP, (COA 5.01), per specifications.								
501 lf								
Unit Price	$355.05		$393.91		$458.80		$531.00	
Extended Price		177,880.05		197,348.91		229,858.80		266,031.00

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 52 Reinforced Concrete Sewer Pipe Concrete Encasement Removal, (COA 5.01) , per specifications.								
1 ea								
Unit Price	$1,198.78		$1,329.97		$9,635.00		$12,400.00	
Extended Price		1,198.78		1,329.97		9,635.00		12,400.00
Line 53 Storm Sewer Manholes and Inlets-Precast Junction Box, 48 In. x 48 In., (COA 5.05) , per specifications.								
1 ea								
Unit Price	$4,915.54		$5,453.47		$8,145.00		$10,000.00	
Extended Price		4,915.54		5,453.47		8,145.00		10,000.00
Line 54 Storm Sewer Manholes and Inlets-Precast Junction Box, 60 In. x 60 In., (COA 5.05), per								
1 ea								
Unit Price	$4,915.54		$5,453.47		$14,900.00		$13,100.00	
Extended Price		4,915.54		5,453.47		14,900.00		13,100.00
Line 55 Storm Sewer Manholes and Inlets-Precast Junction Box, 60 In. x 84 In., (COA 5.05) per								
2 ea								
Unit Price	$5,883.06		$6,526.87		$16,975.00		$19,800.00	
Extended Price		11,766.12		13,053.74		33,950.00		39,600.00
Line 56 Storm Sewer Manholes and Inlets-Precast Junction Box, 72 In. x 72 In., (COA 5.05) , per specifications.								
2 ea								
Unit Price	$5,881.80		$6,525.48		$19,270.00		$14,200.00	
Extended Price		11,763.60		13,050.96		38,540.00		28,400.00
Line 57 Storm Sewer Manholes and Inlets- B-5 Curb Inlet, (COA 5.05), per specifications.								
10 ea								
Unit Price	$4,742.92		$5,261.95		$5,735.00		$10,000.00	
Extended Price		47,429.20		52,619.50		57,350.00		100,000.00

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 58 Storm Sewer Manholes and Inlets- B-10 Curb Inlet, (COA 5.05), per specifications.								
2 ea								
Unit Price	$4,649.89		$5,158.74		$8,600.00		$12,000.00	
Extended Price		9,299.78		10,317.48		17,200.00		24,000.00
Line 59 Storm Sewer Manholes and Inlets-B-10 Open Back Curb Inlet, (COA 5.05), per specifications.								
4 ea								
Unit Price	$4,649.89		$5,158.74		$9,175.00		$15,000.00	
Extended Price		18,599.56		20,634.96		36,700.00		60,000.00
Line 60 Storm Sewer Manholes and Inlets-Relocate 48 In. X 48 In. Precast Area Drain, (COA 5.05), per specifications.								
2 ea								
Unit Price	$5,055.10		$5,608.30		$4,590.00		$11,000.00	
Extended Price		10,110.20		11,216.60		9,180.00		22,000.00
Line 61 Storm Sewer Manholes and Inlets- Reinforced Concrete Pipe 45deg Bend, (COA 5.05), per								
2 ea								
Unit Price	$4,739.58		$5,258.25		$2,295.00		$4,000.00	
Extended Price		9,479.16		10,516.50		4,590.00		8,000.00
Line 62 Headwalls, Wingwallsm and Safety End Treatments-Sidewalk Chase, (COA 5.05) , per								
2 ea								
Unit Price	$3,126.96		$3,469.16		$3,600.00		$4,600.00	
Extended Price		6,253.92		6,938.32		7,200.00		9,200.00
Line 63 Storm Water Trench Protection, (COA 5.08) , per specifications.								
3642.2 lf								
Unit Price	$1.34		$1.48		$1.15		$1.00	
Extended Price		4,880.55		5,390.46		4,188.53		3,642.20
Project No. 560080-Storm Water Total		943,439.70		1,046,677.57		1,280,305.17		1,569,023.40

PROJECT NO 523384 - POTABLE WATER

To be awarded as one lot	WILLIAMS DITCHING	HOLMES CONSTRUCTION CO.	J. LEE MILLIGAN	MH CIVIL CONSTRUTION
Line 64 Potable Water-Polyvinyl Chloride Pressure Pipe-6 In. C900 (COA 6.01-6.04), per specifications.				
47.3 lf				
Unit Price	$10.67	$11.84	$40.25	$44.00
Extended Price	504.69	560.03	1,903.83	2,081.20
Line 65 Potable Water-Polyvinyl Chloride Pressure Pipe-6 In. C900 Restrained Joint, (COA 6.01-6.04) per specifications.				
210.8 lf				
Unit Price	$26.93	$29.87	$57.45	$76.00
Extended Price	5,676.84	6,296.60	12,110.46	16,020.80
Line 66 Potable Water-Polyvinyl Chloride Pressure Pipe-8 In. C900 (COA 6.01-6.04) , per specifications.				
163 lf				
Unit Price	$22.34	$24.79	$57.45	$73.00
Extended Price	3,641.42	4,040.77	9,364.35	11,899.00
Line 67 Potable Water-Polyvinyl Chloride Pressure Pipe-12 In. C900 (COA 6.01-6.04), per specifications.				
9 lf				
Unit Price	$28.59	$31.72	$206.85	$134.00
Extended Price	257.31	285.48	1,861.65	1,206.00
Line 68 Potable Water-Polyvinyl Chloride Pressure Pipe-12 In. C900, Restrained Joint (COA 6.01-6.04, per specifications.				
112.3 lf				
Unit Price	$59.99	$66.55	$132.15	$134.00
Extended Price	6,736.88	7,473.57	14,840.45	15,048.20

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 69 Potable Water-Polyvinyl Chloride Pressure Pipe-20 In. C900 (COA 6.01-6.04, per specifications.								
2482.2 lf								
Unit Price	$83.71		$92.86		$97.65		$142.00	
Extended Price		207,784.96		230,497.09		242,386.83		352,472.40
Line 70 Potable Water-Polyvinyl Chloride Pressure Pipe-20 In. C900 Restrained Joint, (COA 6.01-6.04) per specifications.								
326 lf								
Unit Price	$87.40		$96.97		$183.85		$207.00	
Extended Price		28,492.40		31,612.22		59,935.10		67,482.00
Line 71 Potable Water- Fittings, (COA 6.01-6.04) , per specifications.								
4.1 tn								
Unit Price	$6,598.86		$7,321.01		$11,490.00		$5,700.00	
Extended Price		27,055.33		30,016.14		47,109.00		23,370.00
Line 72 Potable Water-Valves and Valve Boxes-6 In., (COA 6.01-6.04), per specifications.								
10 ea								
Unit Price	$1,220.71		$1,354.29		$1,380.00		$1,500.00	
Extended Price		12,207.10		13,542.90		13,800.00		15,000.00
Line 73 Potable Water-Valves and Valve Boxes- 8 In., (COA 6.01-6.04), per specifications.								
2 ea								
Unit Price	$1,604.68		$1,780.29		$1,840.00		$2,700.00	
Extended Price		3,209.36		3,560.58		3,680.00		5,400.00
Line 74 Potable Water-Valves and Valve Boxes -12 In., (COA 6.01-6.04), per specifications.								
3 ea								
Unit Price	$2,578.29		$2,860.44		$4,600.00		$3,400.00	
Extended Price		7,734.87		8,581.32		13,800.00		10,200.00

To be awarded as one lot	WILLIAMS DITCHING		HOLMES CONSTRUCTION CO.		J. LEE MILLIGAN		MH CIVIL CONSTRUTION	
Line 75 Potable Water- Valves and Valve Boxes -20 In., (COA 6.01-6.04) , per specifications.								
6 ea								
Unit Price	$14,378.28		$15,951.75		$27,575.00		$19,000.00	
Extended Price		86,269.68		95,710.50		165,450.00		114,000.00
Line 76 Potable Water-Hydrant Assemblies, (COA 6.01-6.04), per specifications.								
3 ea								
Unit Price	$4,080.40		$4,526.94		$3,565.00		$3,800.00	
Extended Price		12,241.20		13,580.82		10,695.00		11,400.00
Line 77 Potable Water-Deep Burial Fire Hydrant Assemblies, (COA 6.01-6.04), per specifications.								
5 ea								
Unit Price	$4,408.18		$4,890.57		$5,170.00		$4,000.00	
Extended Price		22,040.90		24,452.85		25,850.00		20,000.00
Line 78 Potable Water-Trench Protection, (COA 6.01-6.04), per specifications.								
3350.5 lf								
Unit Price	$1.34		$1.48		$1.15		$1.00	
Extended Price		4,489.67		4,958.74		3,853.08		3,350.50
Project No. 523384 Potable Water Total		428,342.61		475,169.61		626,639.75		668,930.10
Bid Total		5,085,174.39		5,324,731.83		6,627,479.70		10,476,000.00
City		Amarillo, TX						

J

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 23, 2021	**Council Priority**	Transportation
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas		

Agenda Caption

CONSIDER AWARD – Bid #6975/Project #462156 – FY 20/21 Street Maintenance Community Investment Program, Proposition 1

This item is to consider award of the construction contract for the FY 20/21 Street Maintenance project to: Intermountain Slurry Seal Inc. in the amount of $5,654,176.08

Agenda Item Summary

This project includes the maintenance of southwest quadrant residential roadways by application of scrub seal and microsurfacing. The project also includes microsurfacing and cape sealing operations on arterial roadways throughout the City. This work is to be coordinated with similar work completed by the Street Department maintenance staff. Routine maintenance is key to managing street assets in a cost-effective manner. Well-timed maintenance treatments, such as those involved in this project, allow streets to stay in good condition by preventing water from damaging the interior of each roadway. This project will extend the life of the identified roads by several years.

Requested Action

Consider approval and award to Intermountain Slurry Seal Inc. - $5,654,176.08

Funding Summary

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

Community Engagement Summary

This project will have an impact on a sizeable portion of the community; however, the impact of this project during construction at any one residential location will be modest and brief. There will also be a greater impact during construction due to temporary closures of several arterials. City staff will update the public with a public meeting, as well as press releases, public announcements, and an interactive web based project status page before and during the project. Additional public notification and engagement are part of the contract requirements of the project, particularly in the southwest quadrant for the residential portion of the project.

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 6975 Best Value Bid for FY 16/17-20/21 Community Investment Program, Proposition 1: Street & Drainage Improvements: Street Maintenance
Opened 4:00 p.m., March 5, 2021

To be awarded as one lot	Vicking Construction, Inc.		Missouri Petroleum		Intermountain Slurry Seal	
Line 1 Furnish, haul, prepare and place Residential Microsurfacing system, (COA 4.22), per specifications						
457,774 sy						
Unit Price	$3.730		$3.610		$3.300	
Extended Price		$1,707,497.02		$1,652,564.14		$1,510,654.20
Line 2 Furnish, haul, prepare and place Arterial Microsurfacing system, (COA 4.22), per specifications						
226,049 sy						
Unit Price	$3.630		$3.700		$3.500	
Extended Price		$820,557.87		$836,381.30		$791,171.50
Line 3 Furnish, haul, prepare and place Cape Seal system, (COA4.22) & (TxDOT 3005), per specifications						
119,983 sy						
Unit Price	$6.020		$6.600		$6.250	
Extended Price		$722,297.66		$791,887.80		$749,893.75
Line 4 Furnish, haul, prepare and place Scrub Seal system, (TxDOT 3005) complete , per specifications						
520,435 sy						
Unit Price	$2.890		$2.800		$3.200	
Extended Price		$1,504,057.15		$1,457,218.00		$1,665,392.00
Line 5 Remove Reflectorized Pavement Markings Type I, Word, Symbol, Shape, Stop Bar, or Crosswalk (COA 4.20), per specifications						
276 ea						
Unit Price	$183.750		$175.000		$175.000	
Extended Price		$50,715.00		$48,300.00		$48,300.00
Line 6 Reflectorized Pavement Markings (Type II, White, Four inch (4"), Broken), (COA 4.20), per specifications						
24,980 lf						
Unit Price	$0.180		$0.170		$0.170	
Extended Price		$4,496.40		$4,246.60		$4,246.60
Line 7 Reflectorized Pavement Markings (Type II, White, Four inch (4"), Solid), (COA 4.20, per specifications						
45,935 lf						
Unit Price	$0.180		$0.170		$0.170	
Extended Price		$8,268.30		$7,808.95		$7,808.95

To be awarded as one lot		Vicking Construction, Inc.	Missouri Petroleum	Intermountain Slurry Seal
Line 8 Reflectorized Pavement Markings (Type II, Yellow, Four inch (4"), Broken), (COA 4.20), per specifications				
20,380	lf			
	Unit Price	$0.180	$0.170	$0.170
	Extended Price	$3,668.40	$3,464.60	$3,464.60
Line 9 Reflectorized Pavement Markings (Type II, Yellow, Four inch (4"), Solid), (COA 4.20), per specifications				
231,744	lf			
	Unit Price	$0.180	$0.170	$0.170
	Extended Price	$41,713.92	$39,396.48	$39,396.48
Line 10 Reflectorized Pavement Markings (Type II, White, Eight inch (8"), Broken), (COA 4.20), per specifications				
500	lf			
	Unit Price	$0.360	$0.340	$0.340
	Extended Price	$180.00	$170.00	$170.00
Line 11 Reflectorized Pavement Markings (Type II, White, Eight inch (8"), Solid), (COA 4.20), per specifications				
8,900	lf			
	Unit Price	$0.360	$0.340	$0.340
	Extended Price	$3,204.00	$3,026.00	$3,026.00
Line 12 Reflectorized Pavement Markings (Type II, Yellow, Eight inch (8"), Solid), (COA 4.20), per specifications				
300	lf			
	Unit Price	$0.360	$0.340	$0.340
	Extended Price	$108.00	$102.00	$102.00
Line 13 Reflectorized Pavement Markings (Type I,White, Twelve inch (12"), Solid), (COA 4.20), per specifications				
100	lf			
	Unit Price	$10.500	$10.000	$10.000
	Extended Price	$1,050.00	$1,000.00	$1,000.00
Line 14 Reflectorized Pavement Markings (Type I, White, Twenty-four inch (24"), Solid), (COA 4.20), per specifications				
1,100	lf			
	Unit Price	$12.600	$12.000	$12.000
	Extended Price	$13,860.00	$13,200.00	$13,200.00

To be awarded as one lot	Vicking Construction, Inc.		Missouri Petroleum		Intermountain Slurry Seal	
Line 15 Reflectorized Pavement Markings (Type I, White, Arrow, Straight), (COA 4.20), per specifications						
5 ea						
Unit Price	$210.000		$200.000		$200.000	
Extended Price		$1,050.00		$1,000.00		$1,000.00
Line 16 Reflectorized Pavement Markings (Type I, White, Arrow, Right Turn), (COA 4.20), per specifications						
30 ea						
Unit Price	$183.750		$175.000		$175.000	
Extended Price		$5,512.50		$5,250.00		$5,250.00
Line 17 Reflectorized Pavement Markings (Type I, White, Arrow, Left Turn), (COA 4.20), per specifications						
120 ea						
Unit Price	$183.750		$175.000		$175.000	
Extended Price		$22,050.00		$21,000.00		$21,000.00
Line 18 Reflectorized Pavement Markings (Type I, White, Arrow, Straight/Right Turn), (COA 4.20), per specifications						
2 ea						
Unit Price	$525.000		$500.000		$500.000	
Extended Price		$1,050.00		$1,000.00		$1,000.00
Line 19 Reflectorized Pavement Markings (Type I, White, Crosswalk, Type A), (COA 4.20), per specifications						
44 ea						
Unit Price	$682.500		$650.000		$650.000	
Extended Price		$30,030.00		$28,600.00		$28,600.00
Line 20 Reflectorized Pavement Markings (Type I, White, Lettering), (COA 4.20), per specifications						
20 ea						
Unit Price	$525.000		$500.000		$500.000	
Extended Price		$10,500.00		$10,000.00		$10,000.00
Line 21 Reflectorized Pavement Markings (Type I,White, Bicycle Lane Marking), (COA 4.20), per specifications						
5 ea						
Unit Price	$1,050.000		$1,000.000		$1,000.000	
Extended Price		$5,250.00		$5,000.00		$5,000.00

To be awarded as one lot	Vicking Construction, Inc.		Missouri Petroleum		Intermountain Slurry Seal	
Line 22 Street Repair, including saw cuts, compaction, tack coat, remove and replace hot-mix asphaltic concrete (HMAC) and flex base, installed per COA Street Repair detail (COA 4.02, 4.07, and 4.17), per specifications						
1,500 sy						
Unit Price	$102.900		$98.000		$123.000	
Extended Price		$154,350.00		$147,000.00		$184,500.00
Line 23 Asphalt Repair, including saw cuts, compaction, tack coat, remove and replace hot-mix asphaltic concrete (HMAC) of varying thickness, installed per COA Street Repair detail (COA.02, 4.07 and 4.17), per specifications						
1,000 sy						
Unit Price	$82.640		$78.700		$99.000	
Extended Price		$82,640.00		$78,700.00		$99,000.00
Line 24 Water Valve Box Adjustment, installed complete, per specifications						
10 ea						
Unit Price	$1,500.000		$500.000		$1,000.000	
Extended Price		$15,000.00		$5,000.00		$10,000.00
Line 25 Manhole Adjustment, installed complete, per specifications						
5 ea						
Unit Price	$1,500.000		$1,200.000		$1,700.000	
Extended Price		$7,500.00		$6,000.00		$8,500.00
Line 26 Furnish, install, and maintain Traffic Control Plan, (COA 9.04), per specifications						
1 ls						
Unit Price	$62,900.000		$193,000.000		$240,000.000	
Extended Price		$62,900.00		$193,000.00		$240,000.00
Line 27 Mobilization / Demobilization including Insurance, Payment Bond, Performance Bond, Maintenance Bond, and related Ancillary Costs. (Shall not exceed five percent (5%) of the Total Construction Cost) (COA 10.01), per specifications						
1 ls						
Unit Price	$148,000.000		$275,000.000		$150,000.000	
Extended Price		$148,000.00		$275,000.00		$150,000.00

To be awarded as one lot	Vicking Construction, Inc.	Missouri Petroleum	Intermountain Slurry Seal
Line 28 Tree Trimming (TxDOT Item 752), per specifications			
1,500 ea			
Unit Price	$25.000	$5.000	$25.000
Extended Price	$37,500.00	$7,500.00	$37,500.00
Line 29 Relocation of Vehicles, per specifications			
1 ls			
Unit Price	$10,000.000	$6,000.000	$15,000.000
Extended Price	$10,000.00	$6,000.00	$15,000.00
TOTAL BID - PROJECT NO. 462156	$5,475,006.22	$5,648,815.87	$5,654,176.08
City			Lewisville, TX

Awarded to Best Evaluated Respondent (Best Value)



Amarillo City Council
Agenda Transmittal Memo

A

Meeting Date	March 23, 2021	Council Priority	Public Health and Safety

Department	Animal Management & Welfare	Contact Person	Victoria Medley

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 7914

This is the first reading of an ordinance amending Chapter 8-2 to include requiring a permit for the breeding of an adult dog or cat; to add definitions for "adult dog or cat" and "breeder" and to provide for: severability, repealer and continuation of prior law and penalty.

Agenda Item Summary

This ordinance specifically amends Chapter 8-2 of the Amarillo Municipal Code which provides for and describes local requirements for the custody and control of animals within the city limits. The addition of a breeders permit sets forward clear procedures that are necessary for the safe and controlled breeding of certain animals in our community. The ordinance addresses both animal welfare and the quality of life in our community/ neighborhoods. The Animal Management & Welfare Advisory Board

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

The Animal Management & Welfare Advisory Board held two public meetings, Jan. 27, 2021 and February 10, 2021, in which the proposed Breeders ordinance was discussed. On February 10, 2021 the advisory board voted yes to recommending the proposed breeders ordinance to City Council.

Staff Recommendation

Staff recommends approval as presented

2/11/2021-CMW _____

ORDINANCE NO. 7914

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 8-2, ARTICLE I, TO ADD DEFINITIONS FOR "ADULT DOG OR CAT" AND "BREEDER" TO SECTION 8-2-1, AND TO ADD A SECTION 8-2-16 TO REQUIRE A PERMIT FOR THE BREEDING OF AN ADULT DOG OR CAT; PROVIDING FOR: SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW, PENALTY, PUBLICATION, AND EFFECTIVE DATE.

WHEREAS, Title VIII, Chapter 8-2 of the Amarillo Municipal Code provides for and describes local requirements for custody and control of animals found within the City Limits;

WHEREAS, the City Council of the City of Amarillo finds that procedures are necessary for the safe and controlled breeding of certain animals found within the City Limits;

WHEREAS, the Animal Management & Welfare Advisory Board has considered these amendments and has recommended them to the Amarillo City Council by a vote of 3 to 0;

WHEREAS, the Amarillo City Council has considered the record before the Animal Management & Welfare Advisory Board and now finds that such recommendation promotes public health, safety, welfare, and protection of property;

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

SECTION 1. The Amarillo Municipal Code, Chapter 8-2, Article I, Section 8-2-1 be and hereby is amended in part to add the following definitions in alphabetical order:

Adult Dog or Cat: Means a dog or cat over the age of four months.

Breeder: Means a person who breeds dogs or cats and transfers possession of more than one litter, or any part thereof, in a twelve-month period.

SECTION 2. The Amarillo Municipal Code, Chapter 8-2, Article I be and hereby is amended in part to add a new section 8-2-16 to read as follows:

Sec. 8-2-16. – Permit for breeders of dogs or cats.

(a) A person shall not breed Adult Dogs or Cats unless the person has a breeder's permit.

(b) Breeder's permits shall be valid for one year, unless revoked.

(c) To obtain a breeder's permit, a person must make application with the Department, and the following requirements must be met for a breeder's permit to be issued:

(1) Provide the name and address of the applicant and the address of the proposed location for breeding the Adult Dogs or Cats (if different from applicant's address);

(2) Approval by the Department director for the maximum number of Adult Dogs or Cats that will be kept at the location;

(3) Approval by the Department director of the plans or designs showing both:

a. the enclosed indoor cages or pens, which shall be a minimum number of square feet for each animal over weaning age, said amount of square feet to be determined by the Department director depending upon the breed of the dog or cat; and

b. the enclosed outdoor area for the dogs or cats, which shall be at least 100 square feet per animal over the normal weaning age;

(4) The applicant shall not have received more than three violations of this chapter 8-2 in the preceding two years;

(5) The applicant shall not have surrendered to the Department any animals in the preceding two years;

(6) Provide proof of rabies vaccination for each Adult Dog or Cat in compliance with Section 8-2-8; and

(7) Pay an annual fee of $100.00.

(d) A permittee shall notify the Department director if any of the representations or facts supporting the required approvals in subsection (c) above change during the permit period.

(e) A breeder's permit may be revoked by the Department director at any time if any of the following occurs:

(1) If the permittee fails to report a change as required by subsection (d);

(2) If the dogs or cats bark, howl, or create noises that disturb the neighbors;

(3) If the indoor or outdoor areas for the dogs or cats are not maintained in a sanitary condition;

(4) If any person is bitten or scratched by any of the dogs or cats;

(5) If any of the dogs or cats are found to be a Dangerous Animal; or

(6) If the permittee violates any of the provisions of this chapter 8-2.

(f) The decision of the Department director in regard to the issuance or revocation of a breeding permit is final unless the applicant/permittee files a written appeal with the City Secretary within 10 working days after the date on the letter notifying the applicant/permittee of the Department director's action. Appeals shall be considered by the City Manager, and the City Manager's decision is final.

Secs. 8-2-~~16~~17—8-2-30. – Reserved.

SECTION 3. 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.

SECTION 4. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this code of ordinances.

SECTION 5. Continuation of prior law. Nothing in this ordinance or any code hereby adopted shall be construed so as to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause of action acquired existing, under any act or ordinance hereby repealed by this ordinance; nor shall any just, vested, or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 6. Repealer. Subject to the provision in Section 5 (Continuation of Prior Law), all ordinances and resolutions, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 7. Publication. This ordinance shall be published as required by law.

SECTION 8. Effective Date. This ordinance shall become effective ten (10) days after the date of its second publication as required by the Charter of the City of Amarillo.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 9th day of March, 2021; and PASSED on Second and Final Reading the 23rd day of March, 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan S. McWilliams, City Attorney

13

Amarillo City Council
Agenda Transmittal Memo

AMARILLO ECONOMIC DEVELOPMENT

Meeting Date	March 23, 2021	**Council Pillar**	Economic Development
Department	AEDC		
Contact	Kevin Carter, President and CEO		

Agenda Caption

CONSIDER APPROVAL – TAX ABATMENT AGREEMENT – BETWEEN CITY OF AMARILLO AND AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND CACIQUE, LLC AND LOOP 335 SOUTH GEORGIA STREET VENTURES LLC.

Agenda Item Summary

Cacique, LLC is considering constructing a new food processing facility in Amarillo. The facility would be its first in West Texas and would help Cacique service its customers in the Midwest and Eastern part of the U.S.

Highlights of the project include:

- **Construction of a new 200,000 square foot facility on 55 acres located in AEDC's South Georgia Business Park.**
- **$88,000,000 in Capital Investment ($52,000,000 in facility improvements and $36,000,000 in Equipment)**
- **Up to 500 New Employees with all phases**
- **Up to $22,500,000 in new payroll projected when all phases completed**

AEDC is asking the City Council to approve an abatement of future taxes on the construction and equipment costs. AEDC is recommending 100% abatement for 10 years on the above costs.

Requested Action

Approval of the Tax Abatement Agreement as presented.

Funding Summary

n/a

Staff Recommendation

AEDC staff is recommending approval of the Tax Abatement Agreement.

TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF AMARILLO, AMARILLO ECONOMIC DEVELOPMENT CORPORATION, LOOP 335 SOUTH GEORGIA STREET VENTURES, LLC, AND CACIQUE, LLC

STATE OF TEXAS §
§
COUNTY OF POTTER §

This Tax Abatement Agreement ("***Agreement***"), is entered into as of this 23rd day of March, 2021 ("***Effective Date***"), by and between the City of Amarillo, Texas ("***City***"), a home rule city and municipal corporation located in Potter and Randall Counties, Texas, duly acting herein by and through its City Manager or other designated representative, Amarillo Economic Development Corporation, a Texas nonprofit corporation ("***Amarillo EDC***"), Loop 335 South Georgia Street Ventures, LLC, a Delaware limited liability company ("***Loop 335***"), and Cacique, LLC, a Delaware limited liability company doing business in Texas as Cacique Food, LLC ("***Cacique***"). Loop 335 and Cacique or any entity in which Cacique or its parent company, H&P Partners, LLC, owns at least a 50% equity interest ("***Cacique Affiliate***") may be referred to herein collectively as "***Recipient***".[1]

WITNESSETH:

WHEREAS, the City Council of the City of Amarillo, Texas ("***City Council***") indicated its election to be eligible to participate in Tax Abatements in the Resolution Adopting Guidelines and Criteria for Tax Abatement in the City of Amarillo ("***Policy Statement***"), by the passage of Resolution No. 7-26-88-1 on the 21st day of July, 1988; and

WHEREAS, on the 20th day of August, 2019, the City Council readopted the Policy Statement by the passage of Resolution No. 08-20-19-2; and

WHEREAS, the City's current Policy Statement entitled: "Resolution Adopting Guidelines And Criteria For Tax Abatement Within Reinvestment Zones For The City Of Amarillo" is attached as Exhibit A hereto; and

WHEREAS, the Policy Statement constitutes appropriate "guidelines and criteria" governing tax abatement agreements which may be entered into by the City as contemplated by the Texas Tax Code ("***Tax Code***"), and provides for the availability of tax abatement for both new

[1] The parties acknowledge and understand that, under separate written agreements: (i) Loop 335 is expected to be the initial tenant of the Premises (defined below) by way of a lease from Amarillo EDC; (ii) Cacique is expected to be a sublessee of the Premises from Loop 335; (iii) Loop 335 or Cacique, or a Cacique Affiliate, may obtain title to the Premises from Amarillo EDC; (iv) if Loop 335 owns the Premises, it may convey the Premises to Cacique or a Cacique Affiliate; (v) Loop 335 is expected to be the initial owner of the Qualified Personal Property (defined below), leasing it to Cacique; and (vi) Loop 335 may convey title to the Qualified Personal Property to Cacique or a Cacique Affiliate during the term of the Abatement (defined below) granted herein. As such, the parties intend that the term "Recipient" shall mean and refer to Loop 335 or Cacique, or a Cacique Affiliate, as their interests appear during the term of this Agreement, based upon ownership of or obligation to pay taxes on the Premises and Qualified Personal Property.

facilities and structures and for the contemplated expansion or modernization of existing facilities or structures; and

WHEREAS, entering into this Agreement will produce public benefits:

1) enhancing and diversifying the economic and industrial bases of the Amarillo area;

2) contributing to the retention and expansion of primary employment; and

3) attracting major investment that will be of benefit to the Premises (as hereafter defined) and that will contribute to the economic development of the City; and

WHEREAS, on the 23rd day of March, 2021, the City Council adopted Ordinance No. _____ establishing City of Amarillo Reinvestment Zone No. 13 ("***Zone***") for commercial/industrial tax abatement, as authorized by Tax Code Chapter 312; and

WHEREAS, Amarillo EDC currently holds title to the Premises, but Loop 335 expects to lease the Premises from Amarillo EDC, subleasing to Cacique, under a Location Incentives Agreement between Amarillo EDC and Recipient ("***LIA***"); and

WHEREAS, the contemplated uses of the Premises (a food product manufacturing center), the contemplated improvements to the Premises as set forth in this Agreement, the contemplated equipment, and other business personal property, and the other terms of this Agreement will encourage development of the Zone, are in accordance with the purposes for its creation, and are in compliance with the Policy Statement, the Ordinance, and all applicable laws; and

WHEREAS, Recipient's use of the Premises is expected to favorably influence the economic and employment base of the City, to-wit: within 48 months to provide 205 new full-time manufacturing and management positions; and

WHEREAS, the City Council finds that the improvements sought are feasible and practical and will be of benefit to the Premises, the Zone, and to the City after expiration of this Agreement; and

WHEREAS, the City Council finds that the terms of this Agreement and the proposed Qualified Facilities and Qualified Personal Property (as hereafter defined) subject to this Agreement meet the applicable guidelines and criteria previously adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the law, to the presiding officers of the governing bodies of each of the taxing units in which the Premises subject to the Agreement is located;

NOW, THEREFORE, the City for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of major investment to the Zone and business activity which contributes to the overall economic development of the City and enhancement of the tax base in the City; Amarillo EDC and Recipient for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged

by each, which consideration includes the tax abatement set forth below, as authorized by Tax Code Chapter 312, Subchapter B, do hereby contract and agree as follows:

1. Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

1) "Tax Code" means the relevant provisions of Texas Tax Code.

2) "Eligible Property Value" shall mean the value of Recipient's Qualified Facilities and Qualified Personal Property that:

   a) is eligible for tax abatement under Tax Code Chapter 312 (which shall not include the real property's current value – only increase in value of the real property may be exempted); and

   b) has taxable situs in the Zone on January 1 of the first tax year as set forth in Section 3 or on January 1 of any subsequent tax year as set forth in Section 3.

However, pursuant to Tax Code Section 312.204, tangible personal property that was located on the Premises before the beginning date of the abatement period shall not be eligible for tax abatement. Supplies and inventory located in the Zone at any time shall not be eligible for tax abatement.

3) "Qualified Facilities" shall mean the buildings and other improvements constructed by or for the benefit of Recipient for design, assembly, manufacturing, storage, training, repair, or other purposes in the Zone, consisting of an approximately 180,000 ft^2 foodproduct manufacturing facility expected to cost approximately $52,000,000.

4) "Qualified Personal Property" shall mean Recipient's machinery, equipment, furniture, fixtures, and other tangible personal property that are eligible for tax abatement under Tax Code Chapter 312, consisting of furniture, fixtures, and equipment sufficient to carry on food product manufacturing and expected to cost approximately $36,000,000, and that:

   a) is owned by Recipient or a third party as described in Section 2(11)(b);

   b) is located in the Zone; and

   c) but for this Agreement would be subject to appraisal by the Potter-Randall Appraisal District or its successor for the applicable tax year.

5) "Premises" shall mean the parcel of land owned by Amarillo EDC and to be leased or owned by Recipient under the LIA in Amarillo, Randall County, Texas, as

described on Exhibit B, which is attached hereto and incorporated by reference, and is located within the Zone.

6) "Abatement" shall mean the tax abatement rate in those percentages set forth in Section 5 for each applicable year.

2. General Provisions

1) Recipient agrees that its use of the Premises will be in accordance with applicable state and local laws and regulations.

2) The parties agree that the periods of abatement under this Agreement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs to be created by Recipient.

3) The procedures followed by the City in the enforcement and administration of this Agreement will conform to the requirements of the Tax Code and other applicable law. To the extent possible, these procedures will be undertaken in coordination with Recipient's corporate, public, employee, and business relations requirements.

4) The Premises are presently owned by Amarillo EDC and are to be owned or leased by Recipient under the LIA. Amarillo EDC joins herein solely as an accommodation party currently owning the Premises; provided, however, that all parties hereto agree that the LIA is the sole agreement between Amarillo EDC and Recipient with respect to the transfer or lease of the Property, and this Agreement does not create, and shall not be construed to create, an independent obligation of Amarillo EDC to convey or lease the Property to Recipient. The Premises are located solely within the corporate limits of the City and within the Zone.

5) The Premises and Qualified Facilities are not an improvement project financed by tax increment bonds.

6) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

7) The Premises and Qualified Personal Property are not owned or leased by any member of the Amarillo City Council or any member of the Planning and Zoning Commission of the City or a member of the governing body of any taxing units joining in or adopting this Agreement.

8) The City has adopted guidelines and criteria governing tax abatement agreements and it has the authority to enter into this Agreement.

9) This Agreement is intended to comply with the requirements of law and is authorized by the Texas Property Redevelopment and Tax Abatement Act, Tax Code Chapter 312, Policy Statement, and by resolution of the City Council of the City of Amarillo authorizing execution of this Agreement.

10) During the period of the Abatement, Recipient shall be subject to taxation on all real and personal property not abated or otherwise exempted.

11) This Agreement shall apply to Qualified Facilities and Qualified Personal Property which is owned by:

a) Recipient; or

b) A third party when

i) Recipient is contractually obligated to pay taxes on said property; and

ii) Recipient renders said property for taxation.

12) The construction and development of the Qualified Facilities and Qualified Personal Property contemplated by this Agreement will be diligently pursued by Recipient and may occur in Phases. Each Phase will be created as set forth in Section 4 of this Agreement.

3. Term and Abatement Period

A ten (10) year tax abatement is hereby granted to Recipient subject to meeting the conditions herein. For each Phase (as hereafter defined), the ten (10) year abatement period commences beginning on January 1 of the first tax year for which Recipient files an approved abatement application with the Potter-Randall Appraisal District. For each subsequent Phase, the ten (10) year abatement period commences on January 1 of the first tax year for which Recipient timely files an approved abatement application for that Phase with the Potter-Randall Appraisal District.

4. Construction May Occur in Phases

At its option, Recipient may elect to stage development of the Qualified Facilities and Qualified Personal Property to occur at different times within the Zone. If Recipient chooses to make this election, each individual Phase shall be eligible for Abatement under the terms of this Agreement for a period of ten (10) years.

Recipient will designate each Phase by metes and bounds or by description of the improvement or property sought to be abated, to be submitted with the first Tax Abatement application filed on each Qualified Facility or Qualified Personal Property in that Phase. Each Phase so designated will be sequentially numbered as Phase 1, Phase 2, and so forth. Thereafter, the Qualified Facilities and Qualified Personal Property in each Phase shall be the subject of a separate Tax Abatement application as may be required by law. For purposes of identifying property within a Phase, it shall be sufficient to generally identify the improvement or property by its use or purpose and relative geographic location to other existing improvements.

The deadline for designating a Phase under Section 4 of this Agreement coincides with the expiration of the Zone, being the fifth (5^{th}) anniversary of the establishment of the Zone, unless

renewed or extended to a later date by the City, in which case additional Phases may be designated so long as all Phases are completed before expiration of this Agreement. Neither a renewal of the Zone nor the timing of a Phase by the Recipient shall constitute or justify an extension of this agreement which is established for the maximum lawful period of ten years.

5. Rate of Abatement

The rate and scope of tax abatement shall be as follows:

1) Scope of Abatement. The annual rate of abatement will be applied as set forth below to the Eligible Property Value.

2) Annual Rate of Abatement. The following shall be the annual rate of tax abatement. The rate of abatement shall be applied separately to the Eligible Property Value in each Phase created under this Agreement for each applicable tax year.

Year of Abatement	Rate of Abatement on Incremental Increase
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
8	100%
9	100%
10	100%

6. Records and Audits

1) At all times throughout the term of this Agreement, the City and the Potter-Randall Appraisal District shall have reasonable access to the Premises by their employees or agents, accompanied by Recipient personnel, for the purpose of inspecting the Premises to ensure the Qualified Facilities and Qualified Personal Property are maintained in accordance with the conditions of this Agreement and shall have access to the applicable books and records of Recipient for purposes of determining compliance with state law and this Agreement.

2) Before December 31 of each year, Recipient must certify in writing to the governing body of each participating taxing unit that it is in compliance with each term of this Agreement; provided, however, that Recipient shall not be considered in default hereunder until the applicable party has received notice of non-compliance, and has had a period of time (not to exceed 30 days) to provide the required certification.

7. Performance Requirement

Recipient shall not be entitled to any Eligible Property Value tax abatement under this Agreement for any tax year during which Recipient is in default of this Agreement.

8. Breach and Default

In the event that Recipient:

1) fails to make the improvements or repairs in accordance with this Agreement;

2) allows *ad valorem* taxes on the Premises, Qualified Facilities, or Qualified Personal Property subject to abatement to become delinquent and fails to timely and properly follow the legal procedures for the protest and/or appeal of such *ad valorem* taxes,

3) fails or refuses to timely file required documents with the State Comptroller or local tax appraisal district in connection with the tax abatement set forth in this Agreement; or

4) breaches any of the terms or conditions of this Agreement;

then Recipient shall be in default of this Agreement.

If Recipient defaults in its performance of 1, 2, 3, or 4 above, the City shall give Recipient written notice of default. If Recipient has not cured such default within ninety (90) days of receipt of written notice, or, if such default cannot be cured by the payment of money or posting of a bond or other collateral, Recipient shall be in default for that tax year. However, if such default is not reasonably susceptible of cure within such ninety (90) day period, whether or not due to causes within the control of Recipient, and Recipient has begun efforts to cure the default, then after first advising the City of its efforts, Recipient may utilize an additional one hundred eighty (180) days to cure the default. Time in addition to the foregoing two hundred seventy (270) day cure period may be authorized by the City, in its sole and absolute discretion.

Failure to timely cure any default will result in the cancellation of this Agreement and the retroactive loss of the Abatement. Additionally after the expiration of the applicable notice and cure periods, all taxes which would have otherwise been paid to the City during the tax year in which the default occurs without the benefit of abatement plus ten percent (10%) interest beginning on the date of expiration of the cure period will be owed by Recipient to the City as liquidated damages. This amount shall be due and owing to the City within sixty (60) days of the expiration of the above referenced cure period, subject to all lawful offsets, settlements, deductions, or credits to which Recipient may be entitled. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine.

If the default is cured after the expiration of the two hundred seventy (270) day cure period provided but no later than three hundred sixty-five (365) days after default, then the terms and conditions of this Agreement may be reinstated for the remaining number of years available under Section 3 in which an abatement has not yet been enjoyed.

9. Sale, Assignment, or Lease of Property; Termination

1) This Agreement may be assigned by Recipient to an entity controlling, controlled by, or under common control with Recipient without further consent of the City.

2) This Agreement may be assigned by Recipient to any other entity only with the consent of the City, which consent shall not be unreasonably withheld.

3) This Agreement shall terminate in the event that Amarillo EDC notifies City that Recipient has not acquired the Property pursuant to the terms and conditions of the LIA.

4) Notwithstanding anything else herein to the contrary, the transactions described in Footnote 1, above, shall in no event be considered an assignment or amendment of this Agreement.

10. Indemnity

It is understood and agreed among the parties that Recipient, in performing its obligations hereunder, is acting independently of City and Amarillo EDC. City and Amarillo EDC assume no responsibilities or liabilities in connection therewith to Recipient or third parties, and City agrees that Amarillo EDC has no responsibility or liability under this Agreement with respect to the obligations of Recipient. Recipient agrees to indemnify and hold City and Amarillo EDC and their agents, employees, and officers harmless from penalties, fines, damages of every kind, attorney fees, costs, and interest that arise out of or related to Recipient's acts or omissions relating to the Premises, Qualified Facilities, Qualified Personal Property, or the performance or benefits of this Agreement.

11. Notice

Any notice called for or required by this Agreement shall be considered delivered when actually received by a party at the following address, or at such other address as may be designated in writing.

For Recipients:

Loop 335 South Georgia Street Ventures, LLC
Attn: Gil B. de Cardenas
2211 Vaquero Estates Blvd.
Westlake, CA 76262
Telephone: 626-937-3566
Email: gbdc@caciqueinc.com

with a copy to (which shall not constitute notice):
Cacique, LLC
Attn: Antonio de Cardenas
625 Fair Oaks Ave., Suite 383
S. Pasadena, California 91030
Email: adc@decarlaw.com
Telephone: 626-577-6800

Cacique, LLC
Attn: Antonio de Cardenas
625 Fair Oaks Ave., Suite 383

with a copy to (which shall not constitute notice):
Sprouse Shrader Smith, PLLC

S. Pasadena, California 91030
Telephone: 626-577-6800
Email: adc@decarlaw.com

Attn: Shane Brooks
701 S. Taylor St., Suite 500
Amarillo, Texas 79101
Email: shane.brooks@sprouselaw.com

For City of Amarillo, Texas:
City Manager
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79186-1971
Fax (806) 378-8394

For Amarillo EDC:
Amarillo Economic Development Corporation
Attn: Kevin Carter, President and CEO
801 S. Fillmore, Suite 205
Amarillo, Texas 79101
Telephone: 806-379-6411
Email: kevin@amarilloedc.com

with a copy to (which shall not constitute notice):
Underwood Law Firm, PC
Attn: John B. Atkins
500 S. Taylor St., Suite 1200
Amarillo, Texas 79101
Email: john.atkins@uwlaw.com

12. City Authorization

This Agreement was authorized by Resolution of the Amarillo City Council approved by a majority of the City Council at a regularly scheduled meeting in accordance with applicable provisions of the Tax Code. The resolution authorized the City Manager, or designee, to execute this Agreement on behalf of the City.

13. Recipient and Amarillo EDC Authorization

This Agreement was entered into by Recipient and Amarillo EDC pursuant to proper authority whereby an authorized executive officer of Recipient and Amarillo EDC, each signing below, were authorized to execute this Agreement on behalf of each entity as shown.

14. Severability

If any section, subsection, paragraph, sentence, phrase, or word of this Agreement is held invalid, illegal, or unconstitutional, the balance of this Agreement shall be enforceable and read as if the parties intended at all times to delete the invalid section, subsection, paragraph, sentence, phrase, or word.

15. Estoppel Certificate

Any party hereto may request an estoppel certificate from another party if the certificate is requested in connection with a bona fide business purpose. The estoppel certificate will be addressed as requested by the party, and shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this

Agreement, the levels of primary Abatement in effect, and such other matters reasonably requested by the party.

16. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Potter County, Texas. Recipient waives any claim that such forum is inconvenient. This Agreement is performable in Potter County, Texas.

17. Recordation of Agreement

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Randall County, Texas.

18. Entire Agreement

This Agreement contains the entire agreement of the parties on the subject matter herein. This Agreement supersedes any prior written or oral tax abatement agreements or representations between the parties. It may only be modified by written instrument signed by the parties.

Notwithstanding the foregoing provisions, this Agreement does not modify, alter, or amend any other agreement or instrument between the City and/or Recipient relating to matters other than the abatement of ad valorem taxes on the Eligible Property Value. This Agreement is being executed in multiple originals which are being distributed for execution to Recipient, Amarillo EDC, and the City. Each party agrees that its sole execution of an original shall constitute its consent to, and acceptance of the Agreement, without the necessity of a single copy being executed by all parties.

{Signature Pages Follow}

Executed to be effective as of the Effective Date.

CITY OF AMARILLO, TEXAS

By: _____
Jared Miller, City Manager

Attest:

_____
Frances Hibbs, City Secretary

Approved as to form:

_____
Bryan S. McWilliams, City Attorney

City's Acknowledgment

STATE OF TEXAS §
§
COUNTY OF POTTER §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Jared Miller, City Manager of the City of Amarillo, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the City of Amarillo, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Amarillo, and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

LOOP 335 SOUTH GEORGIA STREET VENTURES, LLC

By: _____
Printed Name:
Title:

Loop 335 Acknowledgment

LOOP 335 SOUTH GEORGIA STREET VENTURES, LLC

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared _____, as _____ of Loop 335 South Georgia Street Ventures, LLC, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Loop 335 South Georgia Street Ventures, LLC, that he/she was duly authorized to perform the same by appropriate resolution of such corporation, and that he/she executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of _____

CACIQUE, LLC

By: _____
Printed Name:
Title:

Cacique Acknowledgment

CACIQUE, LLC

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared _____, as _____ of Cacique, LLC, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Cacique, LLC, that he/she was duly authorized to perform the same by appropriate resolution of such corporation, and that he/she executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of _____

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Kevin Carter, President and CEO

Amarillo EDC Acknowledgment

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

STATE OF TEXAS §
§
COUNTY OF POTTER §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Kevin Carter, as President and CEO of Amarillo EDC, a Texas nonprofit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Amarillo Economic Development Corporation, that he was duly authorized to perform the same by appropriate resolution of such corporation, and that he executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

_____
Notary Public, State of Texas

EXHIBIT A
POLICY STATEMENT

RESOLUTION NO. 08-20-19-2

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS CITY COUNCIL: ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES FOR THE CITY OF AMARILLO; PROVIDE A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo desires to participate in tax abatements from time to time as the City Council may find appropriate, in accordance with the criteria and guidelines herein adopted;

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

SECTION 1. That for tax abatements in reinvestment zones adopted by the City of Amarillo, the fundamental purpose is to stimulate growth and create jobs, and the following guidelines and general criteria will apply:

A. Tax abatements may be provided for both new facilities and structures and for the expansion or modernization of existing facilities and structures. Each project proposed for tax abatement shall be considered individually on its own merits, benefit to the public, and in context of any other economic incentives for the project or existing in the reinvestment zone.

B. The developer, property owner, project owner, or other recipient of a tax abatement must annually certify in writing to the governing body of each participating taxing unit that the developer, owner or recipient is in compliance with each applicable term of the agreement.

C. Only the taxable value of improvements to real property or tangible personal property that is brought to the real property after the execution of a tax abatement agreement will qualify for tax abatement.

D. A tax abatement agreement must ensure that the periods of abatement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs created.

E. Expansion or modernization of existing facilities qualifies for tax abatement if the expansion meets the qualifications for capital expenditures and retention of or creation of new jobs nets new jobs. The number of jobs created must be new jobs and not replacement of jobs which were in the payroll within the year immediately prior to application for tax abatement. A tax abatement shall not be granted if the facility has been the subject of or included in a prior tax abatement agreement.

F. If a new facility is constructed to replace an existing facility, and the existing facility is abandoned by the developer, property owner, project owner, or other recipient of a tax abatement, only the difference in taxable value of the new facility over the existing facility will qualify for tax abatement.

G. An agreement will be executed by the developer, property owner, project owner, or other recipient of a tax abatement which incorporates the terms of this resolution and includes any other site and development specific terms which might be found applicable at the time.

H. The tax abatement agreement will require, among other things, that the City of Amarillo will have the right of access to the site and books and records of the applicant for tax abatement to determine compliance with statutory requirements and the agreement. Failure to fulfill any of the requirements of the agreement will result in cancellation of the agreement and retroactive loss of tax abatement.

SECTION 2. 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 resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. This Resolution is immediately effective upon passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this the 20th day of August, 2019.

CITY OF AMARILLO

Ginger Nelson, Mayor, City of Amarillo

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

EXHIBIT B

Property Description

FIELD NOTES for a 55.00 acre tract of land out of Section 182, Block 2, A. B. & M. Survey, Randall County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found on the east right-of-way line of S. Georgia St. which bears S. 00° 03' 26" W. a distance of 3599.33 feet and S. 89° 56' 34" E. a distance of 50.04 feet from a 1/2" iron rod found at the northwest corner of said Section 182 for the northwest corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 848.34 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southeasterly direction along a curve to the left with a radius equal to 628.80 feet, a long chord bearing of S. 53° 34' 37" E. and a long chord distance of 737.81 feet, a curve length of 788.46 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 50.00 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the right for a corner of this tract.

THENCE in a southeasterly direction along said curve with a radius equal to 578.80 feet, a long chord bearing of S. 54° 56' 38" E. and a long chord distance of 664.90 feet, a curve length of 708.27 feet to a 1/2" iron rod set with a yellow cap on the west right-of-way line of the B. S. & F. Railway Co. for the northeast corner of this tract.

THENCE S. 16° 59' 32" W., along said west right-of-way line, a distance of 825.18 feet to a 1/2" iron rod found with a yellow cap on the north right-of-way line of Hollywood Road (State Hwy. Loop 335) for the southeast corner of this tract.

THENCE S. 86° 27' 16" W., along said north right-of-way line, a distance of 376.54 feet to a Texas Department of Transportation concrete monument found on said north right-of-way line for a corner of this tract.

THENCE N. 89° 58' 12" W., continuing along said north right-of-way line, a distance of 230.00 feet to a 1/2" iron rod found with a yellow cap on said north right-of-way line for a corner of this tract.

THENCE N. 0° 01' 48" E. a distance of 279.20 feet to a 1/2" iron rod found with a yellow cap for a corner of this tract.

THENCE N. 89° 51' 28" W. a distance of 530.73 feet to a 1/2" iron rod found with a yellow cap for a corner of this tract.

THENCE S. 0° 08' 32" W. a distance of 280.25 feet to a 1/2" iron rod found with a yellow cap on said north right-of-way line of said Hollywood Road for a corner of this tract.

THENCE N. 89° 58′ 12″ W., along said north right-of-way line, a distance of 60.00 feet to a 1/2″ iron rod found with a yellow cap on said north right-of-way line for the southerly southwest corner of this tract.

THENCE N. 0° 08′ 32″ E. a distance of 280.36 feet to a 1/2″ iron rod found with a yellow cap for a corner of this tract.

THENCE N. 89° 51′ 28″ W. a distance of 600.10 feet to a 1/2″ iron rod found on said east right-of-way line of said S. Georgia St. for the most westerly southwest corner of this tract.

THENCE N. 00° 03′ 26″ E., along said east right-of-way line, a distance of 1350.14 feet to the place of BEGINNING and containing 55.00 acres (2,395,800 square feet) of land.

Amarillo City Council
Agenda Transmittal Memo

AMARILLO ECONOMIC DEVELOPMENT

Meeting Date	March 23, 2021	**Council Pillar**	Economic Development
Department	AEDC		
Contact	Kevin Carter, President and CEO		

Agenda Caption

CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT – BETWEEN AMARILLO ECNOMIC DEVELOPMENT CORPORATION AND CACIQUE, LLC

Agenda Item Summary

Cacique, LLC, is looking to build a 200,000 sq. ft. Food Processing Facility on 55 acres in the South Georgia Business Park.

Highlights of the project include:

- **$52 MM estimated improvements**
- **$36 MM in new equipment**
- **500 new employees projected (200 in Phase 1)**
- **$22,500,000 new payroll projected ($9,000,000 in Phase 1)**
- **Incentive of $5,000,000 for job creation paid over 5 years as they are created**
- **Incentive of 55 acres conveyed**
- **Incentive of $2,500 per employee for relocation expenses**

AEDC will provide Cacique, LLC $5,000,000 for the creation of up 500 FTE's. These funds will be paid out over 5 years and will be based on a 10-year performance term. AEDC will convey 55 acres of land and pay $2,500 per employee for relocation expenses for employees that move into the 5 county MSA.

Requested Action

Approval of the Location Incentive Agreement as presented.

Funding Summary

$5,000,000 for Job Incentive, $3,025,000 for Land Incentive and $750,000 for Relocation Incentive for total Incentive up to $8,775,000.

Staff Recommendation

AEDC staff is recommending approval of the Location Incentive Agreement.

LOCATION INCENTIVES AGREEMENT
by and between
AMARILLO ECONOMIC DEVELOPMENT CORPORATION,
CACIQUE, LLC, AND LOOP 335 SOUTH GEORGIA
STREET VENTURES, LLC

This Agreement, entered into effective as of the 23rd day of March, 2021 ("**Effective Date**"), is by and between the **AMARILLO ECONOMIC DEVELOPMENT CORPORATION** ("**Amarillo EDC**"), a Texas corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas, **CACIQUE, LLC**, a Delaware limited liability company authorized to do business in Texas as Cacique Food, LLC, with its principal place of business in Monrovia, California ("**Cacique**"), and **LOOP 335 SOUTH GEORGIA STREET VENTURES, LLC**, a Delaware limited liability company with its principal place of business in Westlake, Texas ("**Loop 335**"). **Cacique** and **Loop 335** may be referred to herein collectively, jointly, and severally as "**Recipients**."

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

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

Cacique is a food product manufacturer that intends to manufacture some of its products substantially from the Facility (defined below) to customers and consumers throughout the United States. **Cacique** desires to establish and expand Amarillo Operations in order to further take advantage of the desirable business operating environment in Amarillo, an environment that provides lower operating costs than many other metropolitan areas and a highly motivated, well-educated, productive workforce of a size **Cacique** believes is capable of supporting establishment and expansion of Amarillo Operations.

Loop 335 has agreed to accommodate **Cacique** by entering into the Ground Lease (defined below), causing the construction of the Facility to begin and be diligently pursued, all under the terms of this Agreement.

Amarillo EDC, by its execution of this Agreement, extends to **Recipients** an offer of financial incentives as inducement for **Loop 335** to enter into and perform the Ground Lease and for **Cacique** to establish and expand Amarillo Operations. **Recipients**, by their execution of this

Agreement, accept **Amarillo EDC's** offer of financial incentives. **Recipients** pledge to use their best efforts to cause the construction of the Facility on the Property and **Cacique** pledges to use reasonable efforts to establish and expand Amarillo Operations to the full extent provided in this Agreement.

The following defined terms will be used in this Agreement:

Defined Term	Definition
Affiliate	Any entity in which **Cacique** or its parent company, H&P Partners, LLC, owns at least a 50% equity interest and that executes and delivers to **Amarillo EDC**, in form and substance reasonably satisfactory to **Amarillo EDC**, an agreement to be bound by the reporting requirements of this Agreement.
Amarillo Operations	**Cacique's** and its Affiliates' food processing activities and operations provided primarily at or from the Facility with jobs categorized primarily in NAICS Sector Number 31
Date One	December 31, 2024
Date Two	December 31, 2025
Date Three	December 31, 2026
Date Four	December 31, 2027
Date Five	December 31, 2028
Date Six	December 31, 2029
Date Seven	December 31, 2030
Date Eight	December 31, 2031
Date Nine	December 31, 2032
Date Ten	December 31, 2033
Employee	Employees of **Cacique** and its Affiliates engaged on behalf of **Cacique** or its Affiliates in Amarillo Operations at or from the Facility who maintain a permanent residence in the Amarillo Metropolitan Statistical Area (being Potter, Randall, Oldham, Armstrong, and Carson Counties, Texas) ("**Amarillo MSA**")
Expansion Grant	As more particularly described in Section 3
Expansion Increment	Each **full** increment of ten FTEs **and** $450,000 in Payroll maintained in Amarillo Operations; provided, however, the term will not include increments beyond 500 FTEs or $22,500,000 in Payroll, in the aggregate

Defined Term	Definition
Facility	A food product manufacturing facility and related improvements (whether one or multiple structures) to be located on the Property (defined below) in **Amarillo EDC's** business park in the Farmers Ave. and Georgia St. vicinity of south Amarillo, Texas ("**Business Park**") at a total cost, including furniture, fixtures, and equipment to be located thereon and used in Amarillo Operations, of no less than $88,000,000
FTE	An employee, to be counted as one FTE, will be any employee who has worked 1,820 hours or more during that period; provided, however, paid time off (whether for vacation, illness, bereavement, maternity/paternity, or other reason) shall be included in hours worked for purposes of this definition of FTE, if represented on a Payroll and FTE Report (defined below),. Employees working more than 1,820 hours in a year will be counted as one FTE. Part-time Employees for a year will be treated as partial FTEs for the year and will be calculated by dividing the number of hours actually worked for each Employee working less than 1,820 hours by 1,820 and rounded to the nearest one-hundredth place. Full-time but less than full year Employees will be treated as partial FTEs and calculated as above. In no event may any one person count as more than one FTE for any year. The total of full-time FTEs and partial FTEs will constitute the total FTEs for the year
Ground Lease	The ground lease in the form attached hereto as Exhibit E
Payroll	Total Gross Wages (as defined by and reportable to the Texas Workforce Commission) paid to Employees; provided, however, that the following components of compensation will be includable in Payroll: salary, hourly wages, and bonuses
Property	The 55.00-acre tract of land in the Business Park, as described in the Deed of Trust attached as Exhibit A
Retention Year	Each 12-month period ending on Date One through Date Ten

NOW THEREFORE, in consideration of these presents, which are made a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Purpose, Amount, and Terms of Incentives Package**.

a. **Recipients** hereby request, and **Amarillo EDC** hereby agrees to provide to **Recipients**, cash and property under the terms and conditions of this Agreement. **Recipients** acknowledge that there are one or more potential repayment obligations to **Amarillo EDC** under the terms of this Agreement and that in order to secure **Recipients'** performance, **Recipients** (or

either of them, as appropriate) will grant to **Amarillo EDC** a security interest in the Property by written Deed of Trust in the form attached hereto as Exhibit A. **Amarillo EDC** agrees to reasonably subordinate the lien under such Deed of Trust ("**AEDC Lien**") to such liens securing construction and permanent financing of **Recipients'** improvements to the Property (excluding future advances not made to finance or refinance the original construction of the Facility or the original permanent financing after construction[1]) which subordination will be evidenced and reflected by a Subordination Agreement in form and content reasonably acceptable to **Amarillo EDC**. Security for the performance by **Recipients** of all obligations arising under or related to this Agreement is the Property, together with its improvements, fixtures, and appurtenances, whether now located on or to be located on the Property (collectively, the "**Collateral**"). At Closing, **Recipients** (or either of them, as appropriate) will execute and deliver the Deed of Trust and all other instruments or documents reasonably necessary or appropriate to implement the terms of this Agreement.

b. The consideration to be paid, advanced or expended by **Amarillo EDC** includes, (a) entry into the Ground Lease; (b) later conveyance of title to the Property by **Amarillo EDC** to one of the **Recipients** which has an agreed present value of $3,025,000 (which may be referred to herein as the "value of the Property" or words of similar import); (c) up to $5,000,000 in cash as job creation and retention grants to be provided, subject to **Cacique's** qualification therefore, in installments as more specifically set out in this Agreement; (d) **Amarillo EDC's** expenditures to cause the Site Improvements (defined in Section 2(a) below) to be constructed; and (e) up to $750,000 in job relocation reimbursements. The Property is being made available to **Loop 335** to allow it to construct or cause the construction of the Facility and allow **Cacique** to establish Amarillo Operations thereon. The funds described in Section 3 are being made available to **Cacique** for establishing and expanding Amarillo Operations and will be disbursed to or on behalf of **Cacique** in accordance with the terms of this Agreement, against delivery of all documents or instruments required under this Agreement.

c. **Cacique** agrees to cause H&P Partners, LLC, a Delaware limited liability company, to execute and deliver that certain guaranty for the benefit of **Amarillo EDC** in the form of Exhibit B ("**Guaranty**"). The full execution and delivery of the Guaranty is a precondition to **Amarillo EDC's** obligations under this Agreement.

2. **Site Improvements, Ground Lease, Construction of the Facility, and Conveyance of the Property**.

a. At its expense, **Amarillo EDC** will cause the following improvements (together, the "**Site Improvements**") to be made at the Property or surrounding areas of the Business Park by the deadlines indicated:

[1] To avoid confusion, Amarillo EDC only agrees to subordinate to the original financing of the construction of the Facility (and any refinancing thereof) but does not agree to subordinate to the cash out portion, if any, of any refinance.

Site Improvement	Deadline
Curb cuts and permanent road providing vehicular access to the Property[2]	Complete prior to the Facility being Substantially Complete (as such term is defined in the Deed)
Municipal utilities (water lines, wastewater lines, and storm water improvements) extended to the Property	Complete within nine (9) months of the Effective Date
Visual screening of the Property line along South Georgia St.	Commence within six (6) months of the commencement of Amarillo Operations and reasonably pursue its completion

The scope, features, dimensions, and other aspects of the Site Improvements shall be determined in **Amarillo EDC's** reasonable discretion.

b. **Amarillo EDC** and **Loop 335** will, contemporaneously with the execution and delivery of this Agreement, execute and deliver the Ground Lease. Promptly thereafter, **Loop 335** and **Cacique** may enter into a sublease allowing **Cacique** access to the Property. **Amarillo EDC** hereby acknowledges that **Recipients**, or either of them, may elect to utilize all or a portion the Property as part of a "like kind" exchange in accordance with the provisions of Internal Revenue Code Section 1031 ("**1031 Exchange**"). **Amarillo EDC** hereby agrees to reasonably cooperate with **Recipients** and to execute any documents that may reasonably be necessary to effectuate a 1031 Exchange involving the Property provided, however, that, **Amarillo EDC** shall not be obligated to incur any expense for which **Recipients** do not agree to reimburse **Amarillo EDC**, or to execute any note, contract, or other document creating any additional liability or obligation of **Amarillo EDC** in connection with any 1031 Exchange.

c. Upon written request of **Cacique** which may be given at any time **Cacique** is not then in default of this Agreement or curing a default as may be allowed by this Agreement, **Amarillo EDC** will convey the Property to **Cacique** by Special Warranty Deed in the form of Exhibit C, attached hereto and made a part hereof for all purposes ("**Deed**") at a closing through the Title Company (defined below) ("**Closing**"). Due to the strict time constraints associated with the proposed 1031 Exchange, within 5 business days of receiving such written request from Cacique, Amarillo EDC will request the Title Company to use all reasonable efforts to update the title commitment and hold the Closing within 21 days thereafter. If the Closing occurs prior to the completion of the Facility and commencement of Amarillo Operations, the Deed will contain a reversionary clause as more specifically described therein, triggered in the event construction of the Facility[3] has not, subject to Excusable Delay (as such term is defined in the Deed), begun

[2] To avoid confusion, vehicular access to the Property will be from one or more side streets in the Business Park, not from South Georgia St.

[3] Construction of the Facility is deemed to have begun once the site preparation described in the City of Amarillo permitted plans and specifications has commenced.

within 6 months of the Effective Date or is not thereafter diligently pursued to completion within 36 months of the Effective Date. The Deed will contain "as is, where is, with all faults" disclaimers reasonably acceptable to the parties. Closing will occur at American Land Title, LLC, 620 S. Taylor, Suite 104, Amarillo, Texas 79101 ("**Title Company**"); provided that the parties will reasonably cooperate to accommodate a remote closing. At Closing, **Recipients**, or either of them, will, at its or their expense, cause the Title Company to issue to **Amarillo EDC** a lender's policy of title insurance with coverage in the amount of $3,025,000. All costs and fees associated with Closing (save and except **Amarillo EDC's** attorneys' fees related thereto) will be borne solely by **Recipients**. Without limiting the generality of the foregoing, **Recipients** shall, at their sole expense prior to the Closing, obtain a survey of the Property that is reasonably satisfactory to **Amarillo EDC** (or if one has previously been prepared, pay for it). **Amarillo EDC** will pay for any cost in addition to the survey for required platting of the Property. The legal description of the Property as may appear in one or more exhibits to this Agreement shall be updated with the platted legal description, once finalized.

d. On or before the expiration of 6 months after the Effective Date and subject to Excusable Delay as defined in the Deed, **Recipients** agree to commence construction of the Facility on the Property and to thereafter diligently pursue construction in a commercially reasonable manner. On or before the expiration of 36 months after the Effective Date: (i) **Recipients** agree to cause the Facility to be ready to be occupied by **Cacique**; and (ii) **Cacique** agrees to commence Amarillo Operations at the Facility. Amarillo Operations will be deemed to have commenced when, and only when: (a) construction of the Facility has been substantially completed as defined in the Deed; (b) **Cacique** has unconditionally received all approvals and certifications of occupancy and operation from any governmental or other entity with jurisdiction over the Property for the operations contemplated thereby (including obtaining a final and unconditional certificate of occupancy); (c) at least 50 Employees are employed by **Cacique** and actually working at the Facility; and (d) **Cacique** has delivered written notice certifying such facts to **Amarillo EDC** and provided such back-up documentation as **Amarillo EDC** may reasonably request.

e. The Facility must contain approximately 180,000 square feet, be constructed as one or more concrete tilt-up and/or insulated metal panel buildings, and otherwise satisfy all applicable zoning ordinances and covenants. **Cacique** will insure that, with respect to the construction of the Facility, all contractors, subcontractors, and materialmen are timely paid in accordance with their respective contracts. In the event any liens are filed against the Property, **Cacique** will take such measures to protect the Property including, if necessary, bonding around such liens in accordance with applicable law.

f. Upon request by either of the **Recipients**, **Amarillo EDC** will reasonably cooperate with **Recipients** in their efforts to obtain building permits, licenses, and other governmental approvals required to construct the Facility and obtain a certificate of occupancy, all at **Recipients'** expense.

3. **Incentive Opportunities for Cacique's Establishment and Expansion of Amarillo Operations**.

a. From and after the Effective Date, **Cacique** agrees to use its best efforts to establish and expand Amarillo Operations, creating new FTEs and increasing Payroll. Provided **Cacique** qualifies under the terms of this Section 3, **Amarillo EDC** will pay to **Cacique** one or more expansion grant installment payments under the terms of this section (each an "**Expansion Grant**" and together the "**Expansion Grants**").

b. Each Expansion Grant will be up to $100,000, payable in five annual installments of up to $20,000 each, subject to reduction as described in Section 3(c). **Cacique** will be eligible for one Expansion Grant for each full Expansion Increment newly created prior to Date Six. **Cacique** agrees to maintain each Expansion Increment in Amarillo Operations for a four-year period beginning at the end of the Retention Year in which each such Expansion Increment was originally created. So, if the first full Expansion Increment is newly created in the year ending on Date Three, the four-year Expansion Grant retention requirement for such increment begins on January 1, 2027. **No Expansion Increment will be deemed to have been created unless and until both the full 10 FTEs and $450,000 in Payroll for such Expansion Increment have been newly created.**

c. The first of five annual Expansion Grant installments called for under Section 3(b) will be due after the Retention Year in which a full Expansion Increment is first newly created. For each of the four years thereafter, if **Cacique** maintains both the additional 10 FTEs and $450,000 in Payroll related to such Expansion Increment, there will be no deduction from the Expansion Grant installment amount due under Section 3(b) for such year and Expansion Increment. If **Cacique** fails to maintain one or both of the FTE or Payroll amounts related to an Expansion Increment in any of the four (4) Retention Years following the Date on which an Expansion Increment is newly created, the Expansion Grant installment related to such year and Expansion Increment will be reduced or eliminated altogether, as follows:

1. Should **Cacique** meet only one of either the FTE or Payroll amounts required (10 for FTEs and $450,000 for Payroll) related to all Expansion Increments in a Retention Year, and miss the other target by no more than five percent (5%) of Payroll or ten percent (10%) of FTEs, the Expansion Grant installment called for under Section 3(b) for such year will be calculated as follows: $20,000 X (Actual amount of FTE or Payroll maintained [using the figure that fell short of the required amount] related to such Expansion Increment / [10 if FTEs fell short or $450,000 if Payroll fell short]).

2. There will be no Expansion Grant installment due for any Retention Year under Section 3(b) if either: (i) **Cacique** meets only one of either the FTE or Payroll

amounts required related to an Expansion Increment (again, being 10 FTEs and $450,000 in Payroll for each Expansion Increment), and misses the other target by more than five percent (5%) of Payroll or ten percent (10%) of FTEs; or (ii) **Cacique** fails to achieve (by any margin) both the FTE or Payroll amounts required related to such Expansion Increment.

No level of future performance by **Cacique** will give rise to a payment obligation of **Amarillo EDC** related to prior deductions from Expansion Grant payments. The denominator of the fraction in Section 3(c)(1) will only ever be 10 or $450,000, depending on whether the additional FTE or Payroll requirement was missed for such year.

d. The Payroll and FTE Reports required to be provided by **Cacique** under Section 6 will be used to measure whether an Expansion Increment has been newly created, and whether it has been maintained. Each payment from **Amarillo EDC** required under this Agreement, including without limitation installments of an Expansion Grant and the job relocation reimbursements, will be payable within thirty (30) days of **Amarillo EDC's** receipt and approval of each Payroll and FTE Report (defined below) or other report or back-up documentation establishing **Cacique's** right to such payment.

e. After each four-year Expansion Grant payment period, no Expansion Increment can be newly created for the same increment of FTEs and Payroll.

f. **Cacique** will use the funds provided by **Amarillo EDC** under Section 3 only to establish, maintain, or expand Amarillo Operations.

4. **Job Relocation Reimbursement Opportunity**.

a. In addition to any other amounts payable above, **Amarillo EDC** shall pay to **Cacique** an employee relocation incentive reimbursement in the maximum aggregate amount of $750,000, as provided in this Section 4.

b. For all Employees who relocate their permanent residence from outside the Amarillo MSA into the Amarillo MSA on or before Date Six, **Amarillo EDC** shall, against delivery of back-up documents and information reasonably acceptable to **Amarillo EDC**, pay to **Cacique** a per-Employee relocation incentive reimbursement of the actual amount paid by **Cacique** to an Employee as reimbursement of such Employee's expenses incurred in moving to the Amarillo MSA (and in any event paid in addition to regular compensation and bonuses) subject to a maximum of $2,500 per Employee.[4]

[4] To avoid confusion, on an Employee by Employee basis, **Amarillo EDC** will pay the actual amount reimbursed to an Employee to relocate to the Amarillo MSA or $2,500, whichever is less, subject to the maximum in Section 4.

c. In addition to any other reasonable requirement of **Amarillo EDC**, in order to be entitled to the payment(s) described in this Section 4, **Cacique** must provide reasonably acceptable proof that: (i) the applicable Employee's prior permanent residence was outside the Amarillo MSA; (ii) such Employee relocated his permanent residence to the Amarillo MSA; and (iii) **Cacique** paid to such Employee an amount in addition to such Employee's compensation as a relocation reimbursement. Without limiting **Amarillo EDC's** right to reasonably determine what back-up documentation it will require under this Section 4, utility bills from before and after an Employee's move to the Amarillo MSA may confirm the Employee's move and check-stubs may confirm the relocation incentive payment having been in addition to compensation.

d. The job relocation reimbursement described in this Section 4 will be paid annually within thirty (30) days following the **Amarillo EDC's** receipt and approval of reports and backup documents and information establishing **Cacique's** right to such reimbursement. Such reports shall be submitted annually on or before February 28 following any Retention Year in which **Cacique** is eligible for the relocation reimbursement.

5. **Potential Repayment Obligation of Recipients**.

a. Notwithstanding anything else herein to the contrary and in addition to any other repayment obligation triggers in this Agreement, should Amarillo Operations cease while **Amarillo EDC** has any potential payment obligation under this Agreement, **Cacique** will not receive any Expansion Grant installments (under Section 3) or job relocation reimbursements (under Section 4) for the year in which Amarillo Operations ceased, nor any future years, and **Recipients** will repay to **Amarillo EDC** the value of the Property within forty-five (45) days of notice of default from **Amarillo EDC**; provided, however, the repayment requirement under this Section 5(a) related to the value of the Property shall be reduced by 20% for each full year of Amarillo Operations completed after Date One and prior to the cessation of Amarillo Operations. To avoid confusion, the parties agree that the potential reduction in the previous sentence shall in no event apply if a repayment obligation arises under Section 18, below.

b. For purposes of this Section 5, a cessation of Amarillo Operations will be conclusively deemed to have occurred if (i) **Amarillo EDC** reasonably determines that Amarillo Operations have been permanently discontinued; (ii) **Cacique** fails to timely provide the reports required under this Agreement for more than one Retention Year, subject to the notice and opportunity to cure process in Section 10; or (iii) for any year in which **Cacique** is eligible for a payment under this Agreement, **Cacique** maintains less than 75 FTEs in Amarillo Operations. A temporary halt, temporary delay, business disruption, or similar occurrence lasting less than ninety (90) consecutive days, whether or not caused by a force majeure event, does not on its own constitute a cessation of operations.

6. **Measurement of and Provisions for Reporting FTEs and Payroll**.

a. On or before February 28 immediately following each Retention Year, **Cacique** will and will cause each Affiliate with Employees engaged in Amarillo Operations to, without demand or other request therefore, complete and provide to **Amarillo EDC** a written certificate signed by an authorized corporate officer of **Cacique** or the applicable Affiliate on the form attached hereto as Exhibit D, for the immediately preceding Retention Year, together with all four employer's quarterly reports submitted to the Texas Workforce Commission ("**TWC**") along with a list of Employees, the number of hours worked in Amarillo Operations by each Employee in such Retention Year, FTEs that each Employee represents for such year (in no event may any one person count as more than one (1) FTE for any year), Payroll received by each Employee during such year, and a total aggregate number of FTEs maintained and Payroll paid in Amarillo Operations during such year (each a "**Payroll and FTE Report**"). The Payroll and FTE Report, all TWC reports, and any backup documents or information provided therewith shall be clearly marked to indicate any Employees who were not primarily engaged in Amarillo Operations during the applicable Retention Year. All reporting under this Agreement must be sent by email to reporting@amarilloedc.com and to such other addresses as **Amarillo EDC** may from time-to-time designate in writing to the persons designated to receive Notice under this Agreement.

b. **Cacique** also will allow **Amarillo EDC** and its agents to reasonably examine **Cacique's** applicable records necessary to verify employment in Amarillo Operations should **Amarillo EDC** so request. **Amarillo EDC** understands that such information will be for **Amarillo EDC's** use solely to confirm the accuracy of reports required hereunder and to enforce **Amarillo EDC's** rights under this Agreement. Subject to any applicable Texas Public Information Act provision, or similar law, **Amarillo EDC** agrees that such review and examination will be subject to reasonable confidentiality safeguards (including, without limitation, the execution and delivery by **Amarillo EDC** and/or its agents, as appropriate, of a reasonable and mutually agreeable confidentiality agreement) and that a **Cacique** representative will have the right to accompany **Amarillo EDC** or its agents during such review. **Amarillo EDC** or its agents, as appropriate, will be allowed to make and retain copies or transcriptions of **Cacique** records reviewed under this Section 6(b). Any inspection will be done with at least five days' advance notice to **Cacique**, will occur during normal working hours, and will continue from day-to-day until complete.

c. **Cacique** will provide reports on a timely basis to **Amarillo EDC**, as provided above, and failure to do so may, in the discretion of **Amarillo EDC**, constitute a condition of default under this Agreement, subject to the notice and opportunity to cure process in Section 10. In the event **Cacique** discovers any Payroll and FTE Report is inaccurate in any way, **Cacique** will immediately notify **Amarillo EDC** of such inaccuracy and immediately provide a substitute Payroll and FTE Report, highlighting each item of information which was inaccurate. If such replacement report establishes that **Cacique** received a payment under this Agreement that it was not entitled to receive, in addition to any other rights or remedies of **Amarillo EDC** hereunder, **Cacique** will immediately repay such amount to **Amarillo EDC** with interest at eight percent (8%) per year since the date of such improper payment.

d. To qualify as an Affiliate of **Cacique** under this Agreement, each such Affiliate must execute and deliver to **Amarillo EDC** a written agreement including such terms as **Amarillo EDC** reasonably deems appropriate, including without limitation an agreement by such Affiliate to be bound by the terms of this Section 6 and to have an authorized corporate officer certify all reports required hereunder as true and correct to **Amarillo EDC**. The qualification of any third-party as an Affiliate under this Agreement will in no way alter the incentive payment procedures under this Agreement.

e. The "floor" for FTEs and Payroll on which each Expansion Increment is measured will rise with the establishment of each Expansion Increment. So, for example, if the third Expansion Increment is established (representing FTEs 21-30 and Payroll of $900,001 to $1,350,000) but FTE or Payroll levels fall back under 20 and $900,000, respectively, no new Expansion Increment will be deemed to have been created if FTEs and Payroll levels rise back up to 30 FTEs and $1,350,000 in Payroll. Similarly, such floor will not be lowered by the expiration of the four-year performance period for the annual Expansion Grant payments under Section 3(c), related to any Expansion Increment.

f. The Payroll and FTE Reports, as confirmed or modified by an audit by **Amarillo EDC** allowed under this Agreement, will be used to determine **Cacique's** qualification for any Expansion Grant installments under Section 3(c).

7. **Recipients' Representations and Warranties**. **Recipients** (or either of them as apparent from the context) represent and warrant to **Amarillo EDC** as of the Effective Date and again upon the provision of any reports required to be provided to **Amarillo EDC** hereunder all of the following:

a. Cacique, LLC is a for-profit limited liability company, duly organized and existing in good standing under the laws of the State of Delaware and is authorized to transact business in the State of Texas under the name "Cacique Food, LLC".

b. Loop 335 South Georgia Street Ventures, LLC is a for-profit limited liability company, duly organized and existing in good standing under the laws of the State of Delaware.

c. The entry of this Agreement and the Ground Lease has been duly authorized by **Loop 335's** board of directors or equivalent governing authority and the performance by **Loop 335** is not in contravention of any law, rule or regulation or of the provisions of **Loop 335's** articles of incorporation or bylaws (or similar formation and governing documents), or of any agreement or instrument to which **Loop 335** is a party or by which it may be bound.

d. The establishment and expansion of Amarillo Operations has been duly authorized by **Cacique's** board of directors or equivalent governing authority and this Agreement and the performance by **Cacique** of its obligations under this Agreement are not in contravention of any law, rule or regulation or of the provisions of **Cacique's** articles of incorporation or bylaws (or similar formation and governing documents), or of any agreement or instrument to which **Cacique** is a party or by which it may be bound.

e. No litigation or governmental proceeding is pending, or, to the knowledge of any of **Recipients'** officers, threatened against or affecting either of the **Recipients**, which may result in a material adverse change in **Recipients'** business, properties, or operations sufficient to jeopardize either of the **Recipients** as a going concern.

f. No certificate or statement herewith, heretofore delivered, or to be delivered by **Recipients** to **Amarillo EDC** in connection herewith (including, without limitation, any report required to be provided hereunder), or in connection with any transaction contemplated hereby, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements or information contained therein from being misleading.

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

8. **Amarillo EDC's Representations and Warranties**. **Amarillo EDC** represents and warrants to **Recipients** as of the Effective Date the following:

a. To the best of its knowledge and belief, **Amarillo EDC** is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation organized under Chapters 501 and 504 of the Texas Local Government Code.

b. No litigation or governmental proceeding is pending, or, to the knowledge of any of **Amarillo EDC's** officers, threatened against or affecting **Amarillo EDC**, which if adversely determined is reasonably expected to result in **Amarillo EDC's** inability to meet its obligations under this Agreement.

c. To the best of its knowledge and belief, the Public Information Laws require this Agreement to be subject to public disclosure. All or parts of the FTE and Payroll reports required to be provided hereunder, in addition to other documents in **Amarillo EDC's** file or otherwise subject to its control relating to **Recipients**, may also be subject to public disclosure. The **Amarillo EDC** will, for so long as it has documents or information that may be

confidential or proprietary to either of the **Recipients**, use commercially reasonable means available to it under the Public Information Laws to allow **Recipients** to seek to protect their confidential or proprietary information from public disclosure. For reference, the Texas Public Information Act allows **Amarillo EDC** to do so under Texas Government Code Section 552.305, and as required by that section, **Amarillo EDC** will make a good faith effort to notify **Recipients** of any request involving their information.

d. To the best of its knowledge and belief, it has no knowledge of: (i) the existence or prior existence of any hazardous substances, storage tanks, or environmental contamination at, on, above, or under the Property; and (ii) any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or revenants, conditions, or restrictions, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed at the Property.

As used in this Section 8, "the best knowledge and belief" and words of similar import mean the actual knowledge of Kevin Carter, without duty of investigation.

9. **Force Majeure**. If, by reason of force majeure, such as war, riot, sabotage, blockage, embargo, failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority, labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; pandemic; epidemic; government lockdown or quarantine; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty, any party is reasonably unable to fulfill its obligations under this Agreement, such party will use reasonable and diligent effort to rectify the situation within a reasonable time, which period will, in no event, be longer than nine (9) months, and which period will be added to any scheduled period or deadline hereunder. A force majeure event pauses a party's performance obligation for the duration of the event, subject to the limit in this Section 9, but does not excuse it.

10. **Recipients' Events of Default and Amarillo EDC's Remedies**. In addition to any other right of **Amarillo EDC** elsewhere in this Agreement, the following will be events of default under this Agreement:

a. The insolvency of either of the **Recipients**. "Insolvent" is defined to mean one either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due or is insolvent within the meaning of the federal bankruptcy law.

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

c. The filing by either of the **Recipients** of a petition to be adjudged bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

d. The failure of either of the **Recipients** to pay or perform any of its obligations under this Agreement within the time periods required by this Agreement.

e. Any material misrepresentation or materially inaccurate report, whether or not knowingly or intentionally provided, of either of the **Recipients** to **Amarillo EDC**; provided that inaccuracies in any Payroll and FTE Report will be "material" only if such reports over-stated FTE or Payroll levels by more than five percent (5.0%).

In addition to any other remedy available by law, should any of these conditions not be cured within a period of thirty (30) days following written notice from **Amarillo EDC**, **Amarillo EDC** may, at its option, terminate any and all obligations of **Amarillo EDC** under this Agreement and require repayment of all funds expended by **Amarillo EDC** pursuant to the terms of this Agreement (including without limitation the value of the Property as established under this Agreement but excluding the cost of Site Improvements), less any amounts previously repaid by **Recipients**. Notwithstanding the foregoing, if a default of **Recipients** is curable but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot reasonably be performed, done or remedied, as applicable, within such thirty (30) day period, no default shall be deemed to have occurred if **Recipients** commence the same within such thirty (30) day period and thereafter diligently and continuously prosecutes the same to completion within ninety (90) days following written notice from **Amarillo EDC** under this paragraph. To avoid confusion, the parties agree that the failure to pay any amount of money owed under this Agreement will not enjoy an opportunity to cure beyond thirty (30) days from notice.

Notwithstanding the foregoing, **Loop 335** shall not be considered one of the **Recipients** under this Section 10 after the expiration or termination of the Ground Lease and the full satisfaction of any and all obligations arising under the Ground Lease to **Amarillo EDC**.

11. **Amarillo EDC Events of Default and Recipients' Remedies**. The failure of **Amarillo EDC** to pay or perform any obligation under this Agreement shall be an event of default. If such default is not cured within a period of thirty (30) days following written notice from **Recipients**, **Recipients** may, at their option, terminate their obligations under this Agreement by written notice to **Amarillo EDC**. In such event, **Amarillo EDC** shall, if it has not already, convey title to the Property to one of the **Recipients** free and clear of any liens in **Amarillo EDC's** favor and without any reversionary interest (or, if the Property has already been conveyed to one of the **Recipients**, **Amarillo EDC** shall instead execute and deliver such documents as may be reasonably requested by **Recipients** to release any lien on the Property in **Amarillo EDC's** favor and to release the reversionary interest in the Property), and, except with respect to obligations arising prior to such termination, the parties shall go their separate ways with no further obligation

to the other. Notwithstanding the foregoing, if a default of **Amarillo EDC** is curable but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot reasonably be performed, done or remedied, as applicable, within such thirty (30) day period, no default shall be deemed to have occurred if **Amarillo EDC** commences the same within such thirty (30) day period and thereafter diligently and continuously prosecutes the same to completion within ninety (90) days following written notice from **Recipients** under this paragraph. To avoid confusion, the parties agree that the failure to pay any amount of money owed under this Agreement will not enjoy an opportunity to cure beyond thirty (30) days from notice.

12. **Governing Law, Venue, and Attorneys' Fees**. All obligations of the parties are performable in Amarillo, Randall County, Texas, and this Agreement is governed by the laws of the State of Texas. Venue for any action arising from or related to this Agreement will be exclusively in the State District Courts in and for Randall County, Texas. The prevailing party to any lawsuit arising from or related to this Agreement will be entitled to recover its reasonable and necessary attorneys' fees and costs. Interest on amounts past-due hereunder will accrue at the rate of eight percent (8%) per year.

13. **Notice**. All notifications required under and/or having to do with this Agreement will be made to the following:

For Amarillo EDC

Attn: Mr. Kevin Carter, President/CEO
Amarillo Economic Development Corporation
801 South Fillmore, Suite 205
Amarillo, Texas 79101
Reporting@AmarilloEDC.com
Kevin@AmarilloEDC.com

With a copy (which will not constitute notice) to

John B. Atkins
Underwood Law Firm, P.C.
P.O. Box 9158
Amarillo, Texas 79105
Facsimile: (806) 242-0521
John.Atkins@uwlaw.com

For Recipients

Attn: President
Cacique, LLC
800 Royal Oaks Drive, Suite 200
Monrovia, CA 91017

With a copy (which will not constitute notice) to

J. Shane Brooks
Sprouse Shrader Smith PLLC
701 S. Taylor St., Suite 500
Amarillo, Texas 79101
Shane.Brooks@SprouseLaw.com

The correspondence address for either party may be revised from time-to-time upon advance written notice to the other party.

14. **Amarillo EDC Board and City Council Approval**. This Agreement is part of a Project (as defined in Chapters 501 and 504 of the Texas Local Government Code). If the Project is not approved by the Board of Directors of the **Amarillo EDC** and the City Council of the City of Amarillo, Texas within forty-five (45) days of the Effective Date, this Agreement will terminate without further obligations upon **Amarillo EDC** or **Recipients**.

15. **Tax Abatement**. **Amarillo EDC** will reasonably cooperate in **Recipients'** application for property tax abatement under Chapter 312 of the Texas Tax Code to any taxing authority with jurisdiction over the Property. The taxing districts have historically been receptive to requests for tax abatement when significant investment in real property and job creation are shown. However, **Amarillo EDC** has no authority over such taxing districts and does not warrant or represent that **Recipients** will be granted tax abatement by any or all of the tax districts. Notwithstanding anything else herein to the contrary, if **Recipients** do not qualify for tax abatement in an amount reasonably acceptable to **Recipients**, **Recipients** may terminate this Agreement upon written notice to **Amarillo EDC** on or before the 90th day after the Effective Date; provided, however, this option to terminate expires automatically upon Closing.

16. **Cooperation on Publicity**. **Cacique** agrees to cause one or more of its senior representatives to attend all public events (e.g. Board or City Council meetings, ground-breakings, press conferences) related in any way to this Agreement, the Facility, and the like. Further, **Cacique** agrees to reasonably cooperate with **Amarillo EDC** on press releases and other publicity related to the subject matter of this Agreement, the Facility, and on-going efforts related to the recruitment and retention efforts of **Amarillo EDC** directed toward **Cacique**.

17. **Broker Commissions**. **Recipients** represent and warrant to **Amarillo EDC** that they are solely responsible for any commissions or similar fees (each a "**Commission**") of brokers, finders, realtors, or similar agents claiming a right to a Commission by, though, or under **Recipients** and will indemnify, defend, and hold **Amarillo EDC** harmless from any claims or liabilities for such a Commission.

18. **Certification Regarding Undocumented Workers**.

a. **Recipients** certify that each of them does not and will not knowingly employ an Undocumented Worker, defined below, between the Effective Date and the date upon which all parties no longer owe any duties under this Agreement. "**Undocumented Worker**" will mean an individual who, at any time during employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under law to be employed in that manner in the United States. **Recipients** will immediately notify **Amarillo EDC** if: (i) either of the **Recipients** becomes aware either of the **Recipients** employs or has employed an Undocumented Worker; (ii) either of the **Recipients** becomes aware or receives notice that

either is alleged to have employed an Undocumented Worker; or (iii) either of the **Recipients** is convicted of a violation under the following subparagraph.

b. If between the Effective Date and the date on which both parties no longer owe any duties under this Agreement, either of the **Recipients** knowingly employs an Undocumented Worker or is convicted of a violation under 8 U.S.C. Section 1324a(f), **Recipients** will repay to **Amarillo EDC** the entire amount expended by **Amarillo EDC** pursuant to the terms of this Agreement (including the value of the Property, Expansion Grant installments, and the relocation reimbursement, but excluding the cost for Site Improvements). Such amount will be due and payable in full on the 120th day after the date **Amarillo EDC** notifies **Recipients** of the violation and interest will accrue on such amount at the contract rate thereafter.

THIS AGREEMENT IS BINDING UPON THE PARTIES HERETO AND THEIR SUCCESSORS AND ASSIGNS; HOWEVER, IT MAY NOT BE ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

{Signature Page Follows}

EXECUTED by the parties hereto effective as of the Effective Date.

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By:_____
Kevin Carter, President and CEO

CACIQUE, LLC

By:_____

Printed Name:_____

Title:_____

LOOP 335 SOUTH GEORGIA STREET VENTURES, LLC

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

DEED OF TRUST

Date: _____, 2021

Grantor: CACIQUE, LLC, a Delaware limited liability company

Grantor's Mailing Address (including county):

800 Royal Oaks Drive, Suite 200
Monrovia, CA 91017

Trustee: JOHN B. ATKINS

Trustee's Mailing Address (including county):

500 South Taylor, Suite 1200, LB 233
Amarillo (Potter County), Texas 79101

Beneficiary: AMARILLO ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation

Beneficiary's Mailing Address (including county):

801 South Fillmore, Suite 205
Amarillo (Potter County), Texas 79101

LIA: Location Incentives Agreement between Grantor and Beneficiary dated _____, 2021

Terms of Payment: As provided under the LIA.

Property: As described on Exhibit A, attached.

Prior Liens: _____

Other Exceptions to Conveyance and Warranty:

This Property is subject to all easements, rights-of-way, and prescriptive rights, whether of record or visible and apparent; all presently recorded restrictions, reservations, covenant conditions, municipal zoning restrictions, oil and gas leases, mineral severances, and other

instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners of any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines, and any encroachments or overlapping of improvements.

For value received and to secure payment of any and all obligations of Grantor under the LIA (collectively, the "**Obligations**"), Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property. If Grantor performs all the covenants and satisfies all the Obligations, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Subject to the terms and conditions of the LIA, Grantor agrees to:

1. keep the Property in good repair and condition, reasonable wear and tear excepted;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this Deed of Trust;
4. maintain an insurance policy evidenced by a certificate of insurance that:
    a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
    b. provides fire and extended coverage, including windstorm coverage;
    c. protects Beneficiary with a standard mortgage clause;
    d. provides flood insurance at any time the property is in a flood hazard area; and
    e. contains such other coverage as Beneficiary may reasonably require;
5. deliver evidence of insurance in the form of a certificate of insurance to Beneficiary and deliver renewals to Beneficiary within thirty days of renewal of the policy;
6. keep any buildings occupied as required by the insurance policy; and
7. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds from the LIA are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. If there shall occur any insured damage to or destruction of the Property or any part thereof, and if (i) in the judgment of Grantor's engineers the Property can be restored, within a reasonable time to an economic unit valuable adequately securing the

obligation, and (ii) Beneficiary receives assurances reasonably satisfactory to Beneficiary that revenue from the Property will continue in full force and effect after restoration and Amarillo Operations can be maintained as defined and required under the LIA, then, if and so long as there is no Default hereunder, Beneficiary will make available to Grantor for such restoration, proceeds of insurance, if any, collected by Beneficiary because of the act or occurrence and not restricted by any adverse claim thereto.

4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may, pursuant to terms and conditions of the LIA perform those obligations and be reimbursed by Grantor on demand for any sums so paid, including reasonable attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the LIA. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor fails to perform any of Grantor's obligations under the LIA or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by the LIA, then Beneficiary may:
    a. declare the amount owed by Grantor under the LIA immediately due;
    b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
    c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligations.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
    a. expenses of foreclosure;
    b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
    c. any amounts required by law to be paid before payment to Grantor; and
    d. to Grantor, any balance.

General Provisions

1. If any of the Property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser thereof. If Grantor fails to do so, Grantor

shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any Trustee's deed conveying the Property will be presumed to be true. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
3. This lien shall remain superior to liens later created even if the time of payment of all or part of Grantor's obligations under the LIA are extended or part of the Property is released.
4. If any portion of Grantor's obligations under the LIA cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge of that portion.
5. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses reasonably incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the amounts owed under the LIA. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
6. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in Default under the LIA or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of its obligations under the LIA and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the LIA and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligations or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the LIA and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
7. Interest on the Obligations is secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum

amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

8. When the context requires, singular nouns and pronouns include the plural.
9. The term "Obligations" includes all sums secured by this Deed of Trust.
10. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
11. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
12. This Deed of Trust is executed and delivered by Grantor to John B. Atkins, Trustee for the benefit of Beneficiary, in conjunction with the LIA, containing additional provisions concerning the Obligations, which is incorporated herein by reference and made a part hereof for all purposes.
13. This Deed of Trust shall secure all renewals and extensions of the indebtedness described above, and, in addition, all funds hereafter advanced by Beneficiary to or for the benefit of Grantor as contemplated by any covenant or provision herein contained or for any other purpose, and all other indebtedness of whatever kind or character owing or which may hereafter become owing by Grantor to Beneficiary, whether such indebtedness is evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty, or otherwise, it being contemplated that Grantor may hereafter become indebted to Beneficiary in further sum or sums.
14. Notwithstanding the provisions hereof, Grantor shall not be in default for failure to pay or discharge any tax, assessment, or mechanic's or materialman's lien asserted against the Property if, and so long as, (a) Grantor shall have notified Beneficiary of same within ten days of obtaining knowledge thereof; (b) Grantor shall diligently and in good faith contest the same by appropriate legal proceedings which shall operate to prevent the enforcement or collection of the same and the sale of the Property or any part thereof, to satisfy the same; and (c) Grantor shall promptly upon final determination thereof pay the amount of any such tax, assessment or claim so determined, together with all costs, interest and penalties which may be payable in connection therewith.
15. To the extent there exists a conflict between the terms and conditions of this Deed of Trust and the LIA, the terms and conditions of the LIA shall control.

Cacique, LLC

By: _____
_____, its _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by _____, as _____ of Cacique, LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public, STATE OF _____

EXHIBIT A
TO DEED OF TRUST

FIELD NOTES for a 55.00 acre tract of land out of Section 182, Block 2, A. B. & M. Survey, Randall County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found on the east right-of-way line of S. Georgia St. which bears S. 00° 03' 26" W. a distance of 3599.33 feet and S. 89° 56' 34" E. a distance of 50.04 feet from a 1/2" iron rod found at the northwest corner of said Section 182 for the northwest corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 848.34 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southeasterly direction along a curve to the left with a radius equal to 628.80 feet, a long chord bearing of S. 53° 34' 37" E. and a long chord distance of 737.81 feet, a curve length of 788.46 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 50.00 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the right for a corner of this tract.

THENCE in a southeasterly direction along said curve with a radius equal to 578.80 feet, a long chord bearing of S. 54° 56' 38" E. and a long chord distance of 664.90 feet, a curve length of 708.27 feet to a 1/2" iron rod set with a yellow cap on the west right-of-way line of the B. S. & F. Railway Co. for the northeast corner of this tract.

THENCE S. 16° 59' 32" W., along said west right-of-way line, a distance of 825.18 feet to a 1/2" iron rod found with a yellow cap on the north right-of-way line of Hollywood Road (State Hwy. Loop 335) for the southeast corner of this tract.

THENCE S. 86° 27' 16" W., along said north right-of-way line, a distance of 376.54 feet to a Texas Department of Transportation concrete monument found on said north right-of-way line for a corner of this tract.

THENCE N. 89° 58' 12" W., continuing along said north right-of-way line, a distance of 230.00 feet to a 1/2" iron rod found with a yellow cap on said north right-of-way line for a corner of this tract.

THENCE N. 0° 01' 48" E. a distance of 279.20 feet to a 1/2" iron rod found with a yellow cap for a corner of this tract.

THENCE N. 89° 51' 28" W. a distance of 530.73 feet to a 1/2" iron rod found with a yellow cap for a corner of this tract.

THENCE S. 0° 08′ 32″ W. a distance of 280.25 feet to a 1/2″ iron rod found with a yellow cap on said north right-of-way line of said Hollywood Road for a corner of this tract.

THENCE N. 89° 58′ 12″ W., along said north right-of-way line, a distance of 60.00 feet to a 1/2″ iron rod found with a yellow cap on said north right-of-way line for the southerly southwest corner of this tract.

THENCE N. 0° 08′ 32″ E. a distance of 280.36 feet to a 1/2″ iron rod found with a yellow cap for a corner of this tract.

THENCE N. 89° 51′ 28″ W. a distance of 600.10 feet to a 1/2″ iron rod found on said east right-of-way line of said S. Georgia St. for the most westerly southwest corner of this tract.

THENCE N. 00° 03′ 26″ E., along said east right-of-way line, a distance of 1350.14 feet to the place of BEGINNING and containing 55.00 acres (2,395,800 square feet) of land.

After recording return to:

John B. Atkins
Underwood Law Firm, P.C.
P.O. Box 9158
Amarillo, Texas 79105

EXHIBIT B
GUARANTY FOR THE BENEFIT OF
AMARILLO ECONOMIC DEVELOPMENT CORPORATION

Specification of Obligations Guaranteed. By written agreement entitled Location Incentives Agreement (the "**Agreement**") by and between **AMARILLO ECONOMIC DEVELOPMENT CORPORATION** ("**Amarillo EDC**"), **CACIQUE, LLC**, a Delaware limited liability company ("**Cacique**"), and **Loop 335 South Georgia Street Ventures, LLC**, a Delaware limited liability company ("**Loop 335**"), dated March 23, 2021, **Amarillo EDC**, **Cacique**, and **Loop 335** entered into an agreement to induce **Cacique** to establish and expand Amarillo Operations as therein defined. As inducement for **Amarillo EDC** to enter into such Agreement, the Agreement provides that **H&P Partners, LLC**, a Delaware limited liability company (together if more than one, jointly and severally, "**Guarantor**") shall guarantee performance of the obligations of **Cacique** and **Loop 335** under the Agreement, which is incorporated herein by reference and made a part hereof for all purposes. Cacique and Loop 335 may be referred to herein collectively as "**Recipients**."

Consideration. In consideration of the mutual promises and agreements contained in the Agreement, and to induce **Amarillo EDC** to enter into the Agreement, **Guarantor** hereby undertakes this unconditional Guaranty.

Guaranty by Guarantor. For the consideration recited above, and in compliance with the requirements of the Agreement, **Guarantor** does hereby guarantee to **Amarillo EDC**, its successors and assigns, as provided herein the due and punctual payment and performance by **Recipients** of **Recipients'** obligations contained in the Agreement. This Guaranty shall expire when all obligations of **Recipients** shall have been performed in accordance with the Agreement. As from the expiration of this Guaranty, the **Guarantor** shall have no further obligations or liability under this Guaranty, whether or not this Guaranty is returned to the **Guarantor**. Nothing herein shall, however, be construed as imposing greater obligations and liabilities on **Guarantor** than are imposed on **Recipients** under the Agreement.

Guaranty of Payment. Subject to the provisions set forth in the preceding paragraph, this is an unconditional and continuing guaranty of payment and performance to **Amarillo EDC**, its successors and assigns, and not just a guaranty of collection; provided, however, **Amarillo EDC** will first use reasonable efforts to seek payment or performance from Recipients, or either of them as appropriate, prior to seeking to enforce **Guarantor's** obligations hereunder. **Amarillo EDC** may enforce the Agreement obligations against **Recipients**, any final judgment for which shall be covered by this Guaranty. If **Amarillo EDC** recovers a final, unappealable judgment against **Recipients**, **Guarantor** shall not be entitled to assert any defense to the payment of such judgment or recovery, whether or not such defense could be separately asserted by **Guarantor** as a guarantor, so long as **Guarantor** shall not have been prevented by **Amarillo EDC** from intervening in any action brought by **Amarillo EDC**. Performance by **Guarantor** under the terms

of this Guaranty shall in no event excuse or alleviate performance by **Recipients** of any other obligation under the terms of the Agreement not so performed by **Guarantor**, provided, however, **Amarillo EDC** shall not be entitled to double recovery.

Continuation of Guaranty in Regard to Specific Events. **Guarantor** hereby consents and agrees to and acknowledges that its obligations hereunder shall not be released or discharged by, the following: (a) the modification or alteration of the Agreement; (b) any forbearance or compromises granted to **Recipients** by **Amarillo EDC**; and (c) the insolvency, bankruptcy, liquidation, dissolution, or reorganization of **Recipients**. Failure by **Amarillo EDC** to exercise its rights herein shall not operate as a waiver of the default or any other default thereafter. **Guarantor's** guaranty obligations will not be released, diminished, or discharged by any permitted assignment or subletting by **Recipients**, or by the acquisition or merger or consolidation of either of the **Recipients**, or the acquisition of some or all of either of the **Recipients'** assets by any person or entity.

Guarantor's Representations and Warranties. **Guarantor** represents and warrants the following:

a. It is duly formed, validly existing, and in good standing under the laws of its State of incorporation and is authorized to transact business in the State of Texas;

b. It has all requisite power and authority to enter into this Guaranty and to carry out the terms and provisions of this Guaranty and **Guarantor's** responsibilities specified in the Agreement;

c. The execution of this Guaranty is not in contravention of any law, rule or regulations or of any agreement or instrument to which it is a party or by which it may be bound;

d. No action, proceeding, or investigation is pending or threatened which in any way prevents or interferes with or adversely affects its ability to enter into and perform under this Guaranty, or its ability to meet its obligations under this Guaranty; and

e. It has received or will receive direct or indirect benefit from the Agreement and the making of this Guaranty; it is familiar with the financial condition of **Recipients**; and **Amarillo EDC** has made no representations to it in order to induce it to execute this Guaranty other than as set forth in the Agreement.

Attorneys' Fees and Costs of Litigation. **Guarantor** agrees to reimburse **Amarillo EDC** for all expenses reasonably incurred in the enforcement of this Guaranty, including, but not limited to, reasonable attorneys' fees and court costs.

Notification. All notifications required under and/or having to do with this Guaranty shall be made to the following:

For **Amarillo EDC**:

Amarillo Economic Development Corporation
Attn: Kevin Carter, President and CEO
801 S. Fillmore, Suite 205
Amarillo, TX 79101

For **Guarantor**:

_____
Attn: _____
_____
_____

Place of Performance of Guaranty. This Guaranty, performable by **Guarantor** in Amarillo, Randall County, Texas, embodies the entire agreement between the parties hereto, and supersedes all prior agreements, conditions and understandings, if any, related to the subject matter hereof. This Guaranty may be amended only by a written instrument executed by **Guarantor** and **Amarillo EDC**. The substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Guaranty.

EXECUTED this ___ day of _____, 2021.

Guarantor:

H&P Partners, LLC

By:_____

Printed Name:_____

Title:_____

ACCEPTED:

Amarillo Economic Development Corporation

By:_____
Kevin Carter, President and CEO

EXHIBIT C

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

SPECIAL WARRANTY DEED

Date: _____, 2021

Grantor: Amarillo Economic Development Corporation, a Texas non-profit corporation

Grantor's Mailing Address:

801 S. Fillmore, Suite 205
Amarillo, Texas 79101

Grantee: Cacique, LLC, a Delaware limited liability company

Grantee's Mailing Address:

800 Royal Oaks Drive, Suite 200
Monrovia, CA 91017

Consideration: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, together with obligations owed or that may become owed by Grantee under that certain Location Incentives Agreement dated as of March 23, 2021, executed by Grantee and Grantor (the "**LIA**"). Performance by Grantee under the LIA is secured by a deed of trust lien against the Property (which may be subordinated to other liens under other written agreements) as set forth in a deed of trust of even date from Grantee to JOHN B. ATKINS, TRUSTEE.

Property (including any improvements):

That certain property in Randall County, Texas, described on Exhibit A, attached and incorporated herein for all purposes.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

Those items listed on Exhibit B, attached hereto and incorporated herein by reference.

GRANTEE IS PURCHASING THE PROPERTY "**AS IS**" WITH ALL FAULTS AND DEFECTS, AND GRANTEE ACKNOWLEDGES AND AGREES THAT, GRANTOR HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY, AND GRANTEE SHALL NOT SEEK RECOURSE AGAINST GRANTOR ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY GRANTEE WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE. GRANTEE ACKNOWLEDGES THAT GRANTEE, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS DEED ARE AN INTEGRAL PORTION OF THIS DEED AND THAT GRANTOR WOULD NOT SELL THE PROPERTY TO GRANTEE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH HEREIN.

It is expressly understood and agreed, however, that this conveyance is made upon the condition that Grantee, subject to Excusable Delays (defined below): (i) commences construction of the Facility within six months of the date hereof (which will be deemed to have begun once the site preparation described in the City of Amarillo permitted plans and specifications has commenced), and (ii) thereafter pursues construction of the Facility in a commercially reasonable manner to Substantial Completion (defined below) within 36 months after the date hereof. Should Grantee fail to meet either of the conditions above, title to the Property shall revert to Grantor, its successors or assigns. As used herein, the term "Facility" shall mean that certain industrial building and related improvements to be located on the Property conveyed hereby; and the term "Excusable Delay" shall mean any

delay in obtaining the necessary permits and approvals or in the actual construction of the Facility is caused by strikes, lockouts, labor disputes, casualties, terrorism, acts of God or the public enemy, governmental embargo restrictions, shortages of fuel, labor or building materials, action or non-action of public utilities, adverse weather conditions, pandemic, epidemic, government lockdown or quarantine, or other force majeure. Furthermore, the Facility shall be deemed "Substantially Complete" upon the satisfaction of all of the following: (a) construction of the Facility has been substantially completed such that it may be legally occupied by Grantee (for instance, through a Certificate of Occupancy); (b) Grantee has unconditionally received all approvals and certifications of occupancy and operation from any governmental or other entity with jurisdiction over the Property for the operations contemplated by Grantee; and (c) Grantee has delivered written notice certifying such facts to Grantor and providing such back-up documentation as Grantor may reasonably request. In the event of an Excusable Delay, the time required to commence or Substantially Complete construction of the Facility shall be extended for only such period of time as may be reasonable necessary to compensate for the resulting delay.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By:_____
Kevin Carter, President and CEO

STATE OF TEXAS §

COUNTY OF POTTER §

This instrument was acknowledged before me on the ____ day of _____, 20___, by Kevin Carter, President and CEO of AMARILLO ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

ACCEPTED:

Cacique, LLC

By:_____

Printed Name:_____

Title:_____

EXHIBIT A
TO SPECIAL WARRANTY DEED
PROPERTY DESCRIPTION

FIELD NOTES for a 55.00 acre tract of land out of Section 182, Block 2, A. B. & M. Survey, Randall County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found on the east right-of-way line of S. Georgia St. which bears S. 00° 03' 26" W. a distance of 3599.33 feet and S. 89° 56' 34" E. a distance of 50.04 feet from a 1/2" iron rod found at the northwest corner of said Section 182 for the northwest corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 848.34 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southeasterly direction along a curve to the left with a radius equal to 628.80 feet, a long chord bearing of S. 53° 34' 37" E. and a long chord distance of 737.81 feet, a curve length of 788.46 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 50.00 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the right for a corner of this tract.

THENCE in a southeasterly direction along said curve with a radius equal to 578.80 feet, a long chord bearing of S. 54° 56' 38" E. and a long chord distance of 664.90 feet, a curve length of 708.27 feet to a 1/2" iron rod set with a yellow cap on the west right-of-way line of the B. S. & F. Railway Co. for the northeast corner of this tract.

THENCE S. 16° 59' 32" W., along said west right-of-way line, a distance of 825.18 feet to a 1/2" iron rod found with a yellow cap on the north right-of-way line of Hollywood Road (State Hwy. Loop 335) for the southeast corner of this tract.

THENCE S. 86° 27' 16" W., along said north right-of-way line, a distance of 376.54 feet to a Texas Department of Transportation concrete monument found on said north right-of-way line for a corner of this tract.

THENCE N. 89° 58' 12" W., continuing along said north right-of-way line, a distance of 230.00 feet to a 1/2" iron rod found with a yellow cap on said north right-of-way line for a corner of this tract.

THENCE N. 0° 01' 48" E. a distance of 279.20 feet to a 1/2" iron rod found with a yellow cap for a corner of this tract.

THENCE N. 89° 51' 28" W. a distance of 530.73 feet to a 1/2" iron rod found with a yellow cap for a corner of this tract.

THENCE S. 0° 08′ 32″ W. a distance of 280.25 feet to a 1/2″ iron rod found with a yellow cap on said north right-of-way line of said Hollywood Road for a corner of this tract.

THENCE N. 89° 58′ 12″ W., along said north right-of-way line, a distance of 60.00 feet to a 1/2″ iron rod found with a yellow cap on said north right-of-way line for the southerly southwest corner of this tract.

THENCE N. 0° 08′ 32″ E. a distance of 280.36 feet to a 1/2″ iron rod found with a yellow cap for a corner of this tract.

THENCE N. 89° 51′ 28″ W. a distance of 600.10 feet to a 1/2″ iron rod found on said east right-of-way line of said S. Georgia St. for the most westerly southwest corner of this tract.

THENCE N. 00° 03′ 26″ E., along said east right-of-way line, a distance of 1350.14 feet to the place of BEGINNING and containing 55.00 acres (2,395,800 square feet) of land.

EXHIBIT B
TO SPECIAL WARRANTY DEED
RESERVATIONS & EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. Taxes for 2021 and all subsequent years.
2. Roll-back, change-in-use, and similar taxes whether related to or assessed before or after closing.
3. [Other items revealed by the final Commitment for Title Insurance]

AFTER RECORDING RETURN TO:
Cacique, LLC
800 Royal Oaks Drive, Suite 200
Monrovia, CA 91017

PREPARED IN THE LAW OFFICE OF:
Underwood Law Firm, P.C.
P.O. Box 9158
Amarillo, Texas 79105

EXHIBIT D
FORM OF PAYROLL AND FTE REPORT

[CACIQUE LETTERHEAD]

I, _____[PRINTED NAME]_____, as ____[TITLE]_____ of Cacique, LLC, a Delaware limited liability company ("**Cacique**"), provide this report in connection with that certain Location Incentives Agreement ("**Agreement**") between Cacique and the Amarillo Economic Development Corporation ("**Amarillo EDC**") dated effective as of March 23, 2021 Capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement.

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

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

2. The aggregate number of FTEs maintained for the indicated Retention Year totaled: _____.

3. Payroll in Amarillo Operations for the indicated Retention Year totaled: $_____.

4. Attached hereto are true and correct copies of the back-up documents and information confirming the FTE and Payroll figures reported above, assembled in satisfaction of the reporting requirements of the Agreement.

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

_____

Printed Name: _____

Title: _____

EXHIBIT E
FORM OF GROUND LEASE

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("**Lease**") is entered into by and between **AMARILLO ECONOMIC DEVELOPMENT CORPORATION**, a Texas Non-profit corporation created under Chapters 501 and 504 of the Texas Local Government Code, as amended ("**Landlord**") and **LOOP 335 SOUTH GEORGIA STREET VENTURES, LLC.**, a Delaware limited liability company ("**Tenant**"), joined by **CACIQUE, LLC**. For valuable consideration the parties agree and act as follows:

1. Definitions. The following terms have the meanings set forth below:

(a) Effective Date. The date this Lease is signed by both Landlord and Tenant as reflected on the signature page, which is to be the same effective date as the LIA.

(b) Leased Premises. Approximately 55.00 acres of land (the "**Land**") located (or to be located) in the City of Amarillo, Randall County, Texas, described by metes and bounds in Exhibit A and any and all appurtenances, easements and privileges pertaining to the Land.

(c) Cacique. Cacique, LLC, a Delaware limited liability company, doing business in Texas as Cacique Food, LLC.

(d) LIA. That Location Incentives Agreement of even date with this Lease, by and among Landlord, Tenant, and Cacique.

(e) Lease Year. Each twelve (12) month period commencing on the first day of the first full month of the Term of this Lease following the Effective Date, or anniversary of such date.

(f) Permitees. All partners, officers, directors, employees, agents, contractors, customers, visitors and invitees of Tenant at the Leased Premises.

(g) Permitted Exceptions. The conditions, restrictions, easements and encumbrances, if any, affecting title to the Leased Premises set forth in Exhibit B.

(i) Taxes. Ad valorem (property) taxes, or similar assessments levied against the Leased Premises from time to time.

Terms defined and used in the LIA are used in this Lease, shown here and in the LIA as capitalized terms.

2. Demise, Term.

(a) Demise and Grant of Leased Premises. Landlord leases to Tenant and Tenant accepts from Landlord under the terms, provisions and conditions of this Lease, the Leased Premises commencing on the Effective Date and continuing until the expiration or earlier termination of the Term as provided here and in the LIA.

(b) Term. Subject to Section 2(c) of this Lease (early termination), the term ("**Term**") of this Lease will commence as of the Effective Date, and will expire on the last day of the month that is thirty-five years from the Effective Date.

(c) Early Termination. This Lease will terminate upon the earlier of the following:

(i) Closing under Section 6(d) of this Lease and Section 2 of the LIA;

(ii) Tenant's default under its obligations under the LIA or this Lease, following any applicable cure period;

(iii) Tenant's timely exercise of any termination right under the LIA; or

(iv) Expiration of the Term.

(d) Quiet Enjoyment. Upon Tenant's payment of all rent hereunder and observance and performance of all of the covenants, terms and conditions to be observed and performed by Tenant pursuant to this Lease and the LIA, Tenant shall have throughout the Term the peaceful, quiet and undisturbed use and possession of the Leased Premises, subject to the terms, conditions and provisions of this Lease and the LIA.

(e) Landlord's Title, Subordination. Landlord warrants and represents to Tenant as follows:

(1) Title. Landlord owns fee simple title in and to the Leased Premises, subject only to the Permitted Exceptions, and has full right and authority to make this Lease. This Lease may not be recorded; however, to establish the status of Landlord's title and to establish the priority of this Lease as a condition of title, Landlord and Tenant will execute a Memorandum of this Lease in the form attached here as Exhibit C, which may be recorded by Tenant at any time following the Effective Date. In the event this Lease is terminated for any reason, at the request of either Landlord or Tenant, the other party must execute such documentation as may be reasonably required to terminate the Memorandum of Lease. Tenant shall have the right, at its expense and as a condition to its obligations hereunder, to receive an Owner Policy of Title Insurance (with Leasehold Endorsement) covering the Leased Premises reflecting no exceptions other than the Permitted Exceptions.

(2) Landlord's Pledge and Subordination of Fee Title. Landlord will not create or acquiesce in the creation of any liens against the Leased Premises except those (i) created or to be created by Tenant as provided here or (ii) imposed by operation of law. Upon Tenant's request, from time-to-time, Landlord will subordinate its interest in the Leased Premises to any lien or liens created by Tenant in favor of Tenant's secured lender(s) to the extent such lien(s) secure loan(s) to Tenant used in whole or in part for the payment of the Rent or the cost of constructing the Facility or to refinance any such costs, and Landlord shall execute such documents as Tenant's lender(s) may reasonably request to effectuate such subordination. Tenant shall be responsible for reimbursement of reasonable out-of-pocket legal expenses incurred by Landlord in connection with the negotiation and preparation of documentation relating to any such subordination. Notwithstanding the foregoing, any such subordination must provide Landlord with the right to a 30 day notice and cure period to cure Tenant's default under such senior secured debt.

(3) No Actions. There are no actions, suits or proceedings pending or to the best of Landlord's knowledge, threatened against Landlord and affecting any portion of the Leased Premises, at law or in equity, or before any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(4) Authority. The execution and consummation of this Lease by Landlord has been duly authorized and does not result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, agreement, instrument or obligation to which Landlord is a party or by which the Leased Premises or any portion thereof is bound.

(f) Condition of Leased Premises. TENANT UNDERSTANDS AND ACKNOWLEDGES ITS ACCEPTANCE OF THE LEASED PREMISES IS WITHOUT RECOURSE, REPRESENTATION, OR WARRANTY (EXCEPT AS SPECIFICALLY SET OUT HERE OR IN THE LIA) OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY AS TO THE PHYSICAL CONDITION OF THE LEASED PREMISES. LANDLORD IS LEASING THE LEASED PREMISES TO TENANT AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS OR WARRANTY (ALL OF WHICH LANDLORD DISCLAIMS) AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS, OR COMPLIANCE WITH LAWS AND REGULATIONS. TENANT HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OCCUPANCY, CONSTRUCTION, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE LEASED PREMISES. TENANT ACKNOWLEDGES THAT TENANT HAS INSPECTED THE LEASED PREMISES AND ACCEPTS THE LEASED PREMISES "AS IS", "WHERE IS" AND "WITH ALL FAULTS". See also, Exhibit C to the LIA. NOTWITHSTANDING THE FOREGOING, LANDLORD REPRESENTS AND WARRANTS THAT IT HAS NO KNOWLEDGE OF: (I) THE EXISTENCE OR PRIOR EXISTENCE OF ANY HAZARDOUS SUBSTANCES, STORAGE TANKS, OR ENVIRONMENTAL CONTAMINATION AT, ON, ABOVE, OR UNDER THE LEASED PREMISES; AND (II) ANY ASPECT OR CONDITION OF THE LEASED PREMISES WHICH VIOLATES APPLICABLE LAWS, RULES, REGULATIONS, CODES OR REVENANTS, CONDITIONS, OR RESTRICTIONS, OR OF ANY UNFULFILLED ORDER OR DIRECTIVE OF ANY APPLICABLE GOVERNMENTAL AGENCY OR CASUALTY INSURANCE COMPANY REQUIRING ANY INVESTIGATION, REMEDIATION, REPAIR, MAINTENANCE OR IMPROVEMENT BE PERFORMED AT THE LEASED PREMISES. As used herein, the term "knowledge" refers to the actual knowledge of Kevin Carter, without duty of investigation.

3. Rent. In addition to Tenant's obligations under the LIA, Tenant shall pay Landlord the following amounts:

(a) Rent. Upon the Effective Date, Tenant shall pay to Landlord as rent ("Rent") for the Leased Premises the sum of Ten Dollars ($10.00) in good and immediately payable funds, representing total prepayment of all cash Rent due under this Lease. It is expressly understood that no additional Rent shall be payable by Tenant to Landlord at any time with respect to the Primary Term.

(b) Ad Valorem Taxes. Landlord and Tenant acknowledge and agree that contemporaneously with the execution of this Lease they have entered into a Location Incentives Agreement ("LIA") pursuant to which the Leased Premises may be subject to certain ad valorem tax abatements. Tenant acknowledges, however, that upon execution of this Lease (or upon any other conveyance from Landlord to Tenant), the Leased Premises will no longer have any tax-exempt status, despite Landlord's continued ownership, and Tenant will be responsible for payment of all ad valorem taxes levied against the Leased Premises (including the Facility during the Term), as such taxes may be abated under express tax abatement agreements with taxing authorities.

If during the Term of this Agreement, any Taxes become due and owing concerning the Leased Premises and/or the Personal Property, and Tenant has not terminated this Lease as provided in the LIA, Tenant must pay directly to the applicable taxing entity if permitted by such taxing entity; or, in the alternative, to Landlord and such taxing entity by way of a joint check as tax cost ("**Tax Cost**") the Taxes assessed against the Leased Premises for any prior, current or subsequent year during the Term. In such event, Tax Cost must be paid prior to the delinquency date for such Taxes, but in no event earlier than ten (10) days after written notice of the Tax Cost is delivered to Tenant by the applicable taxing authority, along with copies of statements of assessed value and tax statements applicable to each year to which such Tax Cost applies. Tenant shall have the first and prior right to contest the amount or validity of the Taxes pertaining to the Leased Premises by appropriate administrative and legal proceedings brought either in its own name, Landlord's name or jointly, as Tenant deems appropriate. Landlord will cooperate with Tenant in its efforts to minimize the Taxes to the lowest possible level but Landlord will not be required to incur any cost or expense in connection therewith. Landlord will from time-to-time execute and deliver to Tenant whatever documents may be reasonably required by governmental authorities to evidence Tenant's authority to contest Taxes attributable to the Leased Premises. Landlord will send Tenant copies of any assessed values and statements received by Landlord promptly upon receipt and Tenant shall have the right, at its own expense, in good faith, to contest any such values, Taxes or payments in lieu of Taxes and permit the items so contested to remain unpaid during the period of contest and any appeal therefrom, provided that prior to the date the Taxes would become delinquent, Tenant provides a bond or other security required by applicable law and otherwise reasonably satisfactory to Landlord in the full amount of the unpaid Taxes, together with any penalties, interest or fees attributable thereto that are due or are reasonably anticipated to accrue between the date thereof and the date of final payment of the Taxes.

(c) Tenant's Business Operations. Tenant's or Cacique's obligation to open or to operate or continue operations of any type within or upon the Leased Premises or the Improvements to be constructed by Tenant thereon (e.g., the Amarillo Operations) is governed by the LIA.

4. Improvements, Signs, Additions and Repairs.

(a) Delivery of Leased Premises. Landlord will deliver exclusive possession of the Leased Premises to Tenant upon the Effective Date, subject only to the Permitted Exceptions and Tenant's obligations under this Lease and the LIA.

(b) Alterations and Improvements. Tenant may from time-to-time construct, alter, change, and/or demolish any improvements, signs, driveways, parking areas or other improvements now or hereafter situated on the Leased Premises, consistent with construction of the Facility, and the Amarillo Operations to be conducted by Cacique, provided, however, that any such construction, alterations, additions or changes shall be subject to the following:

(1) All work must be performed in a good and workmanlike manner; and

(2) Such construction, alterations, additions or changes will not violate the LIA nor any building regulation applicable to the Leased Premises, and must be in compliance with all applicable building codes, rules, regulations, and ordinances, including all ordinances of the City of Amarillo.

(c) No Mechanic's Liens. Tenant shall not permit any mechanic's or materialman's liens to be filed against Landlord's interest in the Leased Premises arising out of the Tenant Improvements (unless the same

are fully bonded so as to cause same to be removed in accordance with applicable law), and Tenant shall indemnify, and hold harmless Landlord from and against any costs, liability or expense, including attorneys fees, attributable to any such liens. Tenant's obligations under this Section 4(c) shall expressly survive the expiration or earlier termination of this Lease.

(d) Environmental. Tenant (or Cacique, as applicable) will conduct its business in a lawful manner and will not make or permit any unlawful use of the Leased Premises. Tenant will, at its own expense, promptly comply with all laws, regulations, and ordinances affecting the Leased Premises and the cleanliness, safety, occupancy, and use thereof. Tenant will indemnify, defend (using counsel acceptable to Landlord in its reasonable discretion), and save and hold harmless Landlord from and against any cost, liability or expense arising out of or attributable to any claims, demands, causes of action, fines, penalties, liability or expenses (including attorney's fees and court costs) arising out of or related to the existence. removal or disposal of any toxic or hazardous substances or materials within or upon the Leased Premises caused by Tenant, its employees, agents or representatives during the Term of this Lease following the Effective Date. For purposes hereof, the phrase "toxic or hazardous substances or materials" shall include items covered by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601-75(1986), as amended by the Superfund Amendment and Reauthorization Act, Pub. L. No. 99-499, 100 Stat. 1613 (1986) ("CERCLA"), The Toxic Substances Control Act, 15 U.S.C. §2601 et seq., The Clean Water Act, 33 U.S.C. §1251 et seq., The Safe Drinking Water Act, 42 U.S.C. §§300(f)-300(j), and other federal, state and local laws now or hereafter in effect governing the existence, removal or disposal of toxic or hazardous substances or materials. Tenant's obligations under this Section 4(d) shall expressly survive the expiration or earlier termination of this Lease.

(e) Repairs. Tenant shall, at its sole cost and expense, perform all repairs and preventative maintenance necessary to maintain the Leased Premises in good condition and repair, ordinary wear and tear excepted, and keep the Leased Premises in compliance with the LIA and applicable law throughout the Term. The foregoing shall not in any way impair or limit Tenant's right to make alterations or additions to the Leased Premises as set forth in Section 4(b) above. Tenant's obligations under this Section 4(e) will expressly survive the expiration or earlier termination of this Lease.

(f) Tenant's Fixtures. Tenant may install in or upon the Leased Premises such equipment as Tenant deems desirable and all of said items shall remain Tenant's property whether or not affixed or attached to the Leased Premises. Tenant may remove such equipment from the Leased Premises at any time during the Term, except to the extent, if any, that such removal causes a cessation in the Amarillo Operations. Nothing contained in this Section 4(f) shall diminish Tenant's obligations to maintain the Leased Premises pursuant to Section 4(e).

(g) Platting, Approvals. Landlord and Tenant acknowledge that it may be necessary, from time-to-time, for Landlord or Tenant to seek governmental approvals with respect to annexation, platting, zoning, permitting, and/or obtaining other permits in connection with its use and occupancy of the Leased Premises for the uses permitted hereby (collectively, "**the Approvals**"). Each party agrees to cooperate with the other with respect to its obtaining the Approvals and to execute such documents as may be required of the owner of fee title to the Leased Premises in order for the parties to obtain the Approvals, provided that Landlord shall not incur any costs or liabilities in connection therewith.

5. Utilities. Landlord transfers and assigns to Tenant, commencing on the Effective Date, all rights and entitlements of Landlord attributable to the use, delivery and consumption of utilities at the Leased

Premises. Tenant must arrange with the appropriate utility suppliers for services to the Leased Premises, pay all connection, meter and service charges and deposits required to connect utilities to the Leased Premises, and pay such utility suppliers directly for such services.

6. Use, Transfers or Assignments.

(a) Tenant's Use. Except as prohibited or restricted by the Permitted Exceptions, and subject to the LIA, Tenant (or Cacique, as applicable) may use the Leased Premises for any lawful purpose consistent with the Amarillo Operations contemplated by the LIA. Notwithstanding the foregoing, Tenant acknowledges that failure to use the Leased Premises for the Amarillo Operations (as defined in the LIA) may result in the loss or reduction in the Tax Abatements and other incentives pursuant to the LIA.

(b) Assignment, Subletting. Tenant may assign this Lease to Cacique or any of its Affiliates (as defined in the LIA), or sublease the Leased Premises to Cacique or otherwise allow Cacique or its Affiliates to commence construction and operations on the Leased Premises without Landlord's consent. In the case of any assignment or sublease permitted hereunder, Tenant will not be released from liability. In the event of any assignment of this Lease, Tenant must provide written notice to Landlord of such assignment, sublease or other arrangement, which notice shall include the name, address and telephone number of the assignee, sublessee or other party to the arrangement.

(c) Transfer, Mortgage by Landlord. Landlord will not convey or mortgage, or propose to convey or mortgage, all or any part of its interest in the Leased Premises during the Term.

(d) Acquisition Option.

(1) Option to Acquire the Lease Premises. For and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by Tenant to Landlord, the receipt and sufficiency of which are hereby acknowledged, the same constituting independent consideration for this Purchase Option, commencing upon the Effective Date and continuing throughout the Term (as the same may be extended), Tenant shall have the continuing, exclusive right to acquire title to the Leased Premises from Landlord pursuant to the terms, conditions, and provisions set forth in the LIA; provided that Tenant may assign this right to Cacique. In this event, Tenant or Cacique shall deliver to Landlord written notice of such election no later than thirty (30) days prior to the expiration of the Term.

(2) Exercise of Acquisition Option. If Tenant or Cacique elects to acquire title to the Leased Premises, the terms, provisions, and conditions of Section 2 of the LIA will govern such acquisition.

(3) Memorandum. Landlord and Tenant shall include in the Memorandum of Ground Lease attached hereto as Exhibit C a provision setting forth the rights of Cacique to acquire the Leased Premises.

If Tenant acquires the Leased Premises as provided here or in the LIA, effective as of the Closing, this Lease shall be of no further force and effect, and neither party will have any further rights or obligations hereunder, except as expressly provided in this Lease or the LIA.

7. Indemnification, Insurance.

(a) Indemnification. IN ADDITION TO ANY OTHER PROVISIONS OF THIS LEASE OR THE LIA, TENANT SHALL INDEMNIFY, HOLD HARMLESS, AND, AT LANDLORD'S OPTION, DEFEND LANDLORD AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL

LIABILITY, LIENS, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, COSTS, REASONABLE ATTORNEY'S FEES AND LITIGATION COSTS, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND CAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OUT OF TENANT'S USE, OCCUPANCY, CONSTRUCTION, MANAGEMENT OR CONTROL OF THE LEASED PREMISES, IMPROVEMENTS OR TENANT'S OPERATIONS, CONDUCT OR ACTIVITIES, UNLESS AND TO THE EXTENT THE SAME IS DUE TO THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF LANDLORD, ITS AGENTS, EMPLOYEES OR CONTRACTORS. TENANT'S OBLIGATIONS UNDER THIS SECTION 7(a) SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE LEASE TERM. THE FOREGOING INDEMNIFICATIONS ARE EXPRESSLY INTENDED AND SHALL OPERATE TO PROTECT AND INURE TO THE BENEFIT OF THE INDEMNIFIED PARTIES EVEN IF SOME OR ALL OF LIABILITIES ARE ALLEGED OR PROVEN TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF ANY ONE OR MORE OF THE INDEMNIFIED PARTIES.

(b) Tenant's Insurance.

Tenant must, at its expense, keep and maintain the following insurance coverages:

Comprehensive general liability insurance against all claims on account of bodily injury, personal injury or property damage for which Tenant may as a result of its business in the Leased Premises become liable, with limits and terms as are reasonably acceptable to Landlord.

During any construction on the Leased Premises, policies of builder's risk insurance covering the full insurable value of all construction.

Upon completion of construction, "multi-peril" insurance in an amount not less than the greater of: one hundred percent of the full insurable replacement value of the Facility and any other improvements or such amount that is necessary to avoid any co-insurance.

All policies of insurance must be issued by a company or companies licensed to do business in the State of Texas, with a Best's rating of not less than A-. All such policies must include Landlord as a named insured and not be cancelable without at least fourteen [14] days prior notice to Landlord. Tenant must deliver to Landlord complete copies of all such insurance policies. Should Tenant fail to maintain any such insurance, Landlord may obtain its own coverage, the cost of which must be reimbursed by Tenant upon demand by Landlord.

(c) Worker Compensation. Tenant shall maintain workers' compensation or similar insurance affording not less than statutory coverage and providing not less than statutory limits or benefits for all employees of Tenant employed at the Leased Premises.

(d) Scope. Each policy to be provided by Tenant hereunder shall name Landlord or its designee as additional insured and shall also contain a provision whereby the insurer agrees that such policy shall not be cancelled except after thirty (30) days' written notice to Landlord or its designee. The insurance policies or duly executed certificates thereof, together with satisfactory evidence that the premium has paid, shall be deposited with Landlord on the date hereof; and, thereafter, evidence of continuing insurance and premium payment shall be delivered to Landlord not less than thirty (30) days prior to the expiration of each policy required to be in force hereunder. If Tenant fails to maintain the required insurance, Landlord may, but shall not be obligated to, obtain such insurance and be reimbursed upon demand.

(e) Waiver of Subrogation. Neither Landlord nor Tenant shall be liable by way of subrogation or otherwise to the other party or to any insurance company insuring the other party for any loss or damage to any of the property of the Landlord or Tenant covered by insurance even though such loss or damage might have been occasioned by the negligence of the Landlord or Tenant or their respective permitees. This release shall be in effect only so long as the applicable insurance policies shall contain a clause or endorsement to the effect that the waiver shall not affect the right of the insured to recover under such policies. Each party shall use its best efforts, including payment of any additional premium, to have its insurance policies contain the standard waiver of subrogation clause. In the event Landlord's or Tenant's insurance carrier declines to include in such carrier's policies a standard waiver of subrogation clause, Landlord or Tenant shall promptly notify the other party.

8. Destruction, Condemnation.

(a) Destruction. If any portion of the Improvements situated on the Leased Premises shall be damaged or destroyed:

(1) No Cancellation. This Lease will continue in full force and effect and will not be affected by such damage or destruction.

(2) Restoration. Tenant must remove all debris and promptly cause the Leased Premises to be repaired or restored, and in any event the Improvements and the Leased Premises must be repaired or restored to a safe and sightly condition that is in compliance with all applicable laws and ordinances and suitable for resumption of Tenant's business at the Leased Premises (including the Amarillo Operations) as soon as practicable and as necessary for Tenant to remain in compliance with the LIA; and

(3) Insurance Proceeds. All of Tenant's insurance proceeds payable with respect to damage or destruction of the Improvements shall be retained by and be the property of Tenant for the purpose of repair and reconstruction of the Improvements, and all applicable business interruption insurance proceeds will remain the property of Tenant.

(b) Condemnation.

(1) Taking of Parking or Access. In the event of a taking by the power of eminent domain or conveyance in lieu thereof ("Taking") of the whole or any part of the Leased Premises, this Lease shall terminate as to the portion so taken but shall remain in full force and effect as to the balance of the Leased Premises.

(2) Awards. All compensation awarded for any Taking of the Leased Premises, including any interest of Landlord or Tenant therein, shall be the property of Tenant, and Landlord hereby assigns to Tenant all of Landlord's rights, title and interest in and to any and all such compensation. Tenant shall be entitled to claim, prove and/or receive in the condemnation proceeding all of the award as is attributable to the Leased Premises.

(3) Restoration. If there is a Taking of all or part of the Leased Premises, Tenant, at its sole expense, shall restore and rebuild the Leased Premises, in such manner as Tenant may elect, provided that the same shall be in accordance with all applicable laws.

9. Default.

(a) Events of Default. The following are events of default ("Events of Default"):

(1) Lease Obligations. Tenant's failure to comply with any material term or condition of this Lease (including, but not limited to, Tenant's obligation to pay the Tax Costs, to maintain insurance coverage, or diligently prosecute the repair of any damage or destruction of the Improvements) and such failure continues following written notice from Landlord concerning any such Tenant breach and Tenant's fourteen [14] day opportunity to cure such default.

(2) LIA Obligation. Tenant fails to comply with or commits a material breach or repudiation of the LIA or Tenant's obligations under the LIA.

(3) Abandonment or Cessation. Tenant / Cacique abandons the Leased Premises or ceases the Amarillo Operations, and such abandonment or cessation continues in excess of any time allowed under the LIA.

(4) Tenant or Cacique is placed in receivership or any of their assets are placed in the custody of a receiver or similar officer or custodian by judicial appointment and any such proceeding is not dismissed or the receivership discontinued within ninety (90) days after such appointment.

(5) A trustee is appointed in any bankruptcy proceeding filed by or against Tenant or Cacique.

(b) Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant or Cacique under this Lease or the LIA, Landlord shall have one or more of the following remedies:

(1) Termination. After any applicable notice period, Landlord may terminate this Lease, in which event the Leased Premises, including any improvements (including the Facility) must be surrendered to Landlord.

(2) Landlord's and Tenant's Remedies. Upon the occurrence of an Event of Default by a Defaulting Party, the Non-Defaulting Party shall have the right to perform the applicable obligations not performed by the Defaulting Party on behalf of and at the expense of the Defaulting Party, and seek reimbursement from the Defaulting Party of all such expenses incurred in connection therewith, together with interest thereon at the rate of six percent (6%) per annum from the date such expenses are incurred, and the Defaulting Party agrees to reimburse the Non-Defaulting Party for such expenses, with interest on or before ten (10) days from written demand, accompanied by reasonable supporting documentation evidencing such expenditures.

10. Tenant's Mortgagee Requirements.

(a) Tenant's Personal Property. Except as may otherwise be provided in the LIA, all Tenant Improvements, furniture, trade fixtures, inventory, stock-in-trade and related equipment (collectively, the "**Personal Property**") installed by Tenant in the Leased Premises shall be and remain the property of Tenant throughout the Term of this Lease. The Personal Property shall also be and remain the property of Tenant upon termination of this Lease, subject to the terms and provisions of the LIA.

(b) Right to Encumber. In addition to the other rights and obligations set forth in this Section 10, and notwithstanding any other provision of the Lease to the contrary, so long as Tenant is in full compliance with the LIA, Tenant will have the right, at any time and from time to time, to encumber the leasehold estate created by this Lease and/or any of its trade fixtures, furniture or equipment to any bank, thrift institution, insurance company, or other institutional lender or third party with notice to, but not the required consent of Landlord. Any Landlord's statutory lien for rent or any security interest granted to Landlord in Tenant's furniture, fixtures or equipment is hereby waived in its entirety. With respect to any such mortgagee of

Tenant's leasehold interest and/or personal property and notwithstanding any other provisions of this Lease to the contrary, Landlord agrees to give such mortgagee written notice of any default by Tenant and grants to such mortgagee an opportunity to cure any such default within the same time periods specified in this Lease for Tenant to cure any such default. Any such notice shall be sent to Tenant's mortgagee at the most recent address as to which Tenant or Tenant's mortgagee shall have notified Landlord in writing.

11. General Provisions.

(a) Notice. "Notice" means any notice, notification, consent, approval, request, designation, submission, specification, election or other communication required or permitted under this Lease. All Notices must be in writing and shall be deemed to have been given and received the earlier of (1) the date the notice is delivered by one party to the other party personally or delivered to the party's address by a party or by a delivery service which records delivery dates, or (2) three (3) days after the notice is placed in the mail addressed to the other party at the party's address, properly stamped, certified or registered mail, return receipt requested. A party's address shall be as follows or as set forth in a notice to the other party:

Landlord:
Kevin Carter, President/CEO
Amarillo Economic Development Corporation
801 South Fillmore, Suite 205
Amarillo, Texas 79101
reporting@amarilloEDC.com
kevin@amarilloEDC.com

With a copy to:
John B. Atkins, Esq.
Underwood Law Firm., P.C.
P.O. Box 9158
Amarillo, Texas 79105
john.atkins@uwlaw.com

Tenant:

Cacique, LLC
800 Royal Oaks Drive, Suite 200
Monrovia, CA 91017

With a copy to:
J. Shane Brooks
Sprouse Shrader Smith, PLLC
701 S. Taylor, Ste. 500
Amarillo, Texas 79101
shane.brooks@sprouselaw.com

(b) Entire Agreement. This Lease, together with the LIA, embodies the entire agreement and understanding between the parties as to the lease of the Leased Premises by Tenant and supersedes all prior negotiations, agreements and understandings pertaining to such lease. Any provision of this Lease may be modified, waived or discharged only by an instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought. There are no oral agreements between the parties regarding the subject matter of this Lease.

(c) Commission. Tenant and Landlord each represent to the other that neither has entered into any agreement or understanding that would give rise to a real estate commission being owed in connection with this Lease, and each of Landlord and Tenant shall indemnify and hold the other harmless against any commission, payment, interest or participation claimed on account of this Lease with any party under any alleged agreement or understanding entered into on that party's behalf with the person or entity claiming the commission, payment, interest or participation.

(d) Force Majeure. If, by reason of force majeure, such as war, riot, sabotage, blockage, embargo, failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority, labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; pandemic; epidemic; government lockdown or quarantine; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty, any party is reasonably unable to fulfill its obligations under this Lease, such party will use reasonable and diligent effort to rectify the situation within a reasonable time, which period will, in no event, be longer than nine (9) months, and which period will be added to any scheduled period or deadline hereunder. A force majeure event pauses a party's performance obligation for the duration of the event, subject to the limit in this Section 11(d), but does not excuse it. In the event of a conflict in terms between this Section 11(d) and the LIA, Section 9 of the LIA will control.

(e) Surrender. Upon the expiration of the Term or earlier termination of this Lease, unless upon such termination Tenant or Cacique acquires the Leased Premises pursuant to Section 6(d), Tenant must surrender the Leased Premises to Landlord. Tenant shall remove all items of Personal Property that are not fixtures installed by Tenant. Further, Tenant may remove the Improvements or elect not to. Any Improvements not removed within forty-five (45) days of the expiration of the Term or earlier termination of this Lease shall become the property of Landlord. The parties agree to reasonably cooperate with respect to the removal of Improvements. All other installations or improvements, including all HVAC and mechanical equipment, paneling, decorating, partitions, railings, gates, mezzanine floors, and galleries shall be and become upon installation the property of Landlord and shall be surrendered with the Leased Premises at the expiration or termination unless Landlord notifies Tenant to the contrary, in which event Tenant may remove such property at its expense, if an to the extent such property can be removed without damage to the Improvements or Leased Premises. Any property not promptly removed by Tenant under the provisions of this subsection may, at Landlord's option, be deemed to have been abandoned by Tenant and may be retained by Landlord without any claim by Tenant. Tenant shall in any event repair any damage to the Leased Premises caused by the removal of Tenant's Personal Property.

(f) Applicable Law, Construction. The laws of the State of Texas govern the validity, performance, and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. If any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, the provision shall have the meaning which renders it valid. The submission of this document for examination

does not constitute an offer to lease, this document being effective only upon full execution of the LIA and the execution and delivery of this Lease by Landlord, Tenant, and any guarantors.

(g) Venue & Jurisdiction. The parties each acknowledge and agree that this Lease governs the use and occupancy of real property located in Randall County, Texas. Tenant consents to the jurisdiction of the courts of the State of Texas (or in the case of federal jurisdiction, the courts of the Northern District of Texas, Amarillo Division). Venue of any action to enforce or construe this Lease is proper in Randall County, Texas.

(h) Time of the Essence. Time is of the essence with respect to each provision, term, and covenant of this Lease.

(i) Captions. The captions are for convenience and do not limit or define the provisions of this Lease.

(j) Gender, Number. Whenever the sense of this Lease requires it, the use of (1) singular number shall be deemed to include the plural, (2) the masculine gender shall be deemed to include the feminine or neuter gender, and (3) the neuter gender shall be deemed to include the masculine and feminine gender.

(k) Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

(l) Binding Effect. All provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

12. Location Incentives Agreement. In the event of a conflict in terms between this Lease and the LIA, the LIA controls. Notwithstanding anything here to the contrary, this Lease takes effect only upon the full execution and implementation of the LIA and is subject to the terms and conditions of the LIA.

[Signature Page Follows]

EXECUTED this ____ day of _____, 2021.

LANDLORD:

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By:_____
Kevin Carter
President and CEO

TENANT:

LOOP 335 SOUTH GEORGIA STREET VENTURES, LLC, a Delaware limited liability company

By: _____

Printed Name: _____

Its: _____

CACIQUE RATIFICATION AND GUARANTY

CACIQUE, LLC, ratifies and approves this Lease and agrees to be bound its terms and conditions. Cacique, LLC further unconditionally guarantees Tenant's performance under this Lease. Cacique is an owner or affiliate of Tenant, and therefore Cacique, LLC is in receipt of good and valuable consideration for its ratification of this Lease and its guaranty of Tenant's obligation under this Lease. Cacique consents to the jurisdiction of the courts of the State of Texas (or in the case of federal jurisdiction, the courts of the Northern District of Texas, Amarillo Division).

CACIQUE, LLC, A Delaware limited liability company

By: _____

Printed Name: _____

Its: _____

Exhibits:

Exhibit A Leased Premises

Exhibit B	Permitted Exceptions
Exhibit C	Form of Memorandum of Lease

Exhibit A
To
Ground Lease Agreement

FIELD NOTES for a 55.00 acre tract of land out of Section 182, Block 2, A. B. & M. Survey, Randall County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found on the east right-of-way line of S. Georgia St. which bears S. 00° 03' 26" W. a distance of 3599.33 feet and S. 89° 56' 34" E. a distance of 50.04 feet from a 1/2" iron rod found at the northwest corner of said Section 182 for the northwest corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 848.34 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southeasterly direction along a curve to the left with a radius equal to 628.80 feet, a long chord bearing of S. 53° 34' 37" E. and a long chord distance of 737.81 feet, a curve length of 788.46 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 50.00 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the right for a corner of this tract.

THENCE in a southeasterly direction along said curve with a radius equal to 578.80 feet, a long chord bearing of S. 54° 56' 38" E. and a long chord distance of 664.90 feet, a curve length of 708.27 feet to a 1/2" iron rod set with a yellow cap on the west right-of-way line of the B. S. & F. Railway Co. for the northeast corner of this tract.

THENCE S. 16° 59' 32" W., along said west right-of-way line, a distance of 825.18 feet to a 1/2" iron rod found with a yellow cap on the north right-of-way line of Hollywood Road (State Hwy. Loop 335) for the southeast corner of this tract.

THENCE S. 86° 27' 16" W., along said north right-of-way line, a distance of 376.54 feet to a Texas Department of Transportation concrete monument found on said north right-of-way line for a corner of this tract.

THENCE N. 89° 58′ 12″ W., continuing along said north right-of-way line, a distance of 230.00 feet to a 1/2″ iron rod found with a yellow cap on said north right-of-way line for a corner of this tract.

THENCE N. 0° 01′ 48″ E. a distance of 279.20 feet to a 1/2″ iron rod found with a yellow cap for a corner of this tract.

THENCE N. 89° 51′ 28″ W. a distance of 530.73 feet to a 1/2″ iron rod found with a yellow cap for a corner of this tract.

THENCE S. 0° 08′ 32″ W. a distance of 280.25 feet to a 1/2″ iron rod found with a yellow cap on said north right-of-way line of said Hollywood Road for a corner of this tract.

THENCE N. 89° 58′ 12″ W., along said north right-of-way line, a distance of 60.00 feet to a 1/2″ iron rod found with a yellow cap on said north right-of-way line for the southerly southwest corner of this tract.

THENCE N. 0° 08′ 32″ E. a distance of 280.36 feet to a 1/2″ iron rod found with a yellow cap for a corner of this tract.

THENCE N. 89° 51′ 28″ W. a distance of 600.10 feet to a 1/2″ iron rod found on said east right-of-way line of said S. Georgia St. for the most westerly southwest corner of this tract.

THENCE N. 00° 03′ 26″ E., along said east right-of-way line, a distance of 1350.14 feet to the place of BEGINNING and containing 55.00 acres (2,395,800 square feet) of land.

Exhibit B
To
Ground Lease Agreement

1. Taxes for 2021 and all subsequent years.
2. Roll-back, change-in-use, and similar taxes whether related to or assessed before or after closing.
3. Restrictive covenants of record: Clerk's File No. 0625785, 2007000231, 2019009902 and 2021005513 Official Public Records, Randall County, Texas, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. All Leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral or mineral interest that are not listed.
5. Easement to Panhandle and Santa Fe Railway Company, by instrument recorded in Volume 327, Page 729, Deed Records, Randall County, Texas.
6. Terms, conditions and stipulations of the Amarillo Air Terminal Zoning Regulations, created in instrument recorded in Volume 484, Page 280, Deed Records, Randall County, Texas.
7. Easement and right of way to Southwestern Public Service Company, by instrument recorded in Volume 550, Page 206, Deed Records, Randall County, Texas.
8. Easement and right of way to Southwestern Public Service Company, by instrument recorded in Volume 550, Page 215, Deed Records, Randall County, Texas.
9. Easement and right of way to Southwestern Public Service Company, by instrument recorded in Volume 550, Page 221, Deed Records, Randall County, Texas.
10. Easement and right of way to Southwestern Public Service Company, by instrument recorded in Volume 550, Page 451, Deed Records, Randall County, Texas.
11. Easement and right of way to Southwestern Public Service Company, by instrument recorded in Volume 607, Page 647, Deed Records, Randall County, Texas.
12. Subject to the City of Amarillo Ordinance No. 5653 establishing maximum construction elevations, filed of record in Volume 1055, Page 399 and re-established by Ordinance No. 5935 recorded in Volume 1356, Page 409 of the Deed Records, Randall County, Texas.
13. Utility Easement to Southwestern Public Service company, by instrument recorded under Clerk's File No. 2008010882, Official Public Records, Randall County, Texas.
14. 20' Public Utility Easement and Temporary Construction Easements, by instrument recorded under Clerk's File No. 2014007296, Official Public Records, Randall County, Texas.
15. Wet weather lake restrictions, for Amarillo, referenced in Warranty Deeds recorded under Clerk's File Nos. 00625785 and 2007000231, Official Public Records, Randall County, Texas.
16. Memorandum of Paid Up Oil and Gas Lease, recorded under Clerk's File No. 2009017725, Official Public Records, Randall County, Texas.
17. Reservation of groundwater by Special Warranty Deed dated June 11, 2019, executed by Happy Horizons Properties, LP and Happy Again, LP, to Amarillo Economic Development Corporation, recorded under Clerk's File No. 2019009902, Official Public Records, Randall County, Texas.
18. TxDot Concrete Monument found, Power poles and overhead power lines exist but no Easement of record found

19. Subject to the Amarillo Economic Development Coproration Restrictive Covenants for South Georgia Business Park Amarillo, Randall County, Texas dated December 21, 2020 and filed of record on March 10, 2021 under Clerk's File No. 2021005513 Official Public Records of Randall County, Texas.

Exhibit C
To
Ground Lease Agreement

MEMORANDUM OF GROUND LEASE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF RANDALL §

EFFECTIVE DATE OF GROUND LEASE AGREEMENT (the "Lease"): March ___, 2021

PRIMARY TERM: Thirty-Five (35) years from March __, 2021, subject to earlier termination rights by both parties.

LANDLORD'S NAME (whether one or more) & ADDRESS:

Amarillo Economic Development Corporation
Attn: Kevin Carter, President and CEO
801 South Fillmore, Suite 205
Amarillo, Texas 79101

TENANT'S NAME AND ADDRESS:

Loop 335 South Georgia Street Ventures, LLC
2211 Vaquero Estates Blvd.
Westlake, Texas 76262

PROPERTY DESCRIPTION (the "Leased Premises"): See Exhibit A.

Landlord, in consideration of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, and of the agreements, covenants, stipulations and conditions in a written Ground Lease of even date, has leased the Leased Premises to Tenant.

The Ground Lease contains certain terms and conditions under which Tenant may sublease the Leased Premises to an affiliate of Tenant and under which Tenant may acquire title to the Leased Premises from Landlord.

LANDLORD:

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By:_____
Kevin Carter
President and CEO

TENANT:

LOOP 335 SOUTH GEORGIA STREET VENTURES, LLC, a Delaware limited liability company

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF RANDALL §

This instrument was acknowledged before me this _____ day of March, 2021, by Kevin Carter, President and CEO of Amarillo Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

_____
Notary Public for the State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of March, 2021, by _____, _____ of Loop 335 South Georgia Street Ventures, LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public for the State of Texas

After recording return to:

Amarillo Economic Development Corporation
Attn: Kevin Carter, President
801 South Fillmore, Suite 205
Amarillo, Texas 79101