PreAMARILLO 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, APRIL 27, 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: Sean Vokes, Hillside Christian Church

PROCLAMATION: "Public Service Recognition Week"

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
      Convention & Visitors Bureau
      Parks and Recreation Board
   D. Discuss Illegal Dumping;
   E. Update from AEDC;
   F. Presentation of the January 2021 Homeless Point-In-Time Count;
   G. Presentation of Proposition 2; and
   H. 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 April 13, 2021.

B. **CONSIDERATION OF ORDINANCE NO. 7915**:
(Contact: Andrew Freeman, Managing Director of Planning and Development Services)
This item is the second and final reading to consider an ordinance annexing approximately 191.07 acres of land into the city limits. This is a landowner-initiated annexation request and the land is currently vacant. Anticipated development will consist of an Industrial/Business Park. Vicinity: Georgia Street and Farmers Avenue. Applicant/s: Amarillo Economic Development Corporation.

C. **CONSIDERATION OF ORDINANCE NO. 7916**:
(Contact: Andrew Freeman, Managing Director of Planning and Development Services)
This item is the second and final reading to consider an ordinance rezoning a 15.39 acre tract of unplatted land in Section 191, Block 2, AB&M Survey, Potter County, Texas, to change from Agricultural District to Residential District 3. Vicinity: Broadway Drive and West Hastings Avenue. Applicant/s: Tommy Nielsen.

D. **CONSIDER SALE -- REAL ESTATE LOCATED AT 306 SOUTH JEFFERSON STREET**:
(Contact: Andrew Freeman, Managing Director of Planning and Special Projects)
Alan Anderson Homes, LLC -- $10,400.
The sale contract is for excess land located at 306 South Jefferson Street, which was included as part of the Fire Department's purchase of the A to Z Building to be used as the new Fire Fleet Maintenance Facility. The buyer will also be relocating an existing fence, and giving up their rights to half of the existing alley if it were to be vacated in the future.

E. **CONSIDER AWARD – IMMUNIZATION GRANT COVID**:
(Contact: Casie Stoughton, Public Health Director)
Grant Amount -- $4,186,684
Grantor: Texas Department of State Health Services
This item accepts the award from the Texas Department of State Health Services from April 2021 thru August 31, 2024 to fund COVID-19 vaccination efforts.

F. **CONSIDER AWARD – TRAFFIC SIGNAL EQUIPMENT:**
(Contact: Michael Padilla, Transportation Superintendent)
This is a purchase for traffic signal equipment to be used on existing intersections. This equipment is the replacement of materials that have reached their lifespan or no longer meet MUTCD mandates or are not compatible with new technology.

Traffic Signal Heads	$15,684.00	Genral Traffic Equipment Corp.
Traffic Signal Heads	$117,740.00	Wildcate Traffic Inc.
Traffic Signal Controllers	$34,610.00	Mobotrex
Traffic Flasher/Cabinets	$58,175.00	Consolidated Traffic Signals
Traffic Signal Poles	$60,777.00	Tiger Electric Supply
TOTAL	$286,986.00	

G. **CONSIDER APPROVAL – CHANGE ORDER NO. 1 – FY 20/21 STREET MAINTENANCE COMMUNITY INVESTMENT PROGRAM, PROPOSITION 1**
(Contract Matthew Thomas, City Engineer)
Intermountain Slurry Seal, Inc. -- $296,231.68
This item is to consider approval of Change Order No. 1 to the construction contract for the FY 20/21 Street Maintenance project.

H. **CONSIDER PURCHASE -- AUTOMATED SIDE LOADERS (ALS) FOR CART SERIVCE**:
(Contact Glenn Lavender, Fleet Services Superintendent)
Award to East Texas Mack Truck Sales LLC -- $329,320.00
Purchase will be thru TIPS Contract 170802
This item purchases ASL for cart services.

I. **CONSIDER AWARD -- SPORTS FACILITIES DEVELOPMENT, LLC. CONTRACT**:
(Contact Andrew Freeman, Managing Director of Planning and Special Projects)
This contract is for professional consulting services related to creating a financial feasibility study for an outdoor sports tourism complex in the East Gateway TIRZ #2 Zone, in the amount of $48,500.

3. **NON-CONSENT ITEMS**:

A. **CONSIDERATION OF RESOLUTION -- ADOPTING THE AMARILLO AREA HAZARD MITIGATION PLAN 2020**:
(Contact: Chip Orton, Director of Emergency Management)
This item is consideration of a resolution to adopt the 2020 update to the Amarillo Area Hazard Mitigation Plan. This plan is a core component of the emergency management program to identify community hazards and highlight mitigation strategies to enhance community resiliency.

B. **CONSIDER AWARD – FY 20/21 MILLING AND OVERLAY OF VARIOUS STREETS COMMUNITY INVESTMENT PROGRAM, PROPOSITION 1**
(Contact: Matthew Thomas, Engineering)
L.A.Fuller & Sons Construction, LTD -- $2,084,695.73.
This item is to consider award of the construction contract for the FY 20/21 Milling and Overlay of Various Streets.

C. **DISCUSS AND CONSIDER SALE – REAL ESTATE LOCATED AT PULLMAN ROAD AND SOUTHEAST 3RD AVENUE**
(Contact Kevin Carter, President and CEO of Amarillo Economic Development Corporation)
This item authorizes AEDC to execute a contract and all necessary documents for the sale of approximately 46.92 acres of land located at Pullman Road and Southeast 3rd Avenue in Amarillo to Texas Coble, LTD. Texas Coble, LTD had previously purchased seven acres in this area to construct the Good Dog Pet Ranch. The sale price is for $220,524.00 plus closing costs and related expenses.

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 23rd day of April 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.

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(STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 13th day of April 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	PUBLIC WORKS MANAGER
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Gay Mills, Associate Minister for Senior Adults, First Baptist Church.

Proclamations were presented for: 1) "National Clean Up Day," 2) "Sexual Assault Awareness Month," 3) "Amarillo Child Abuse Prevention and Awareness Month," 4) "Alcohol Awareness Month," 5) "Fair Housing Month," 6) "Beta Sigma Phi Week," and 7) "National Public Health Week."

Ms. Storrs spoke on the 2019 Popular Annual Financial Reporting (PAFR) Award the City of Amarillo recently received.

Mr. Miller introduced new employees: Kris Shaffer, Animal Management & Welfare; Shannon Tollison, Environmental Chemist; Alan Harder promoted to the Assistant Public Works Director; Stephanie Coggins, Public Works Manager; and the retirements of Frances Hibbs, City Secretary, and Assistant City Secretary, Jan Sanders; and the introduction of Interim City Secretary, LeAnn Gallman.

PUBLIC ADDRESS: There were no comments.

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

ITEM 1:

A. Review agenda items for regular meeting and attachments;
B. Coronavirus Update;
C. Discuss Budget Calendar;
D. Overview of progress on the AmTech Career Academy (AISD); and
E. 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 Item 2F. Mr. Miller replied it was a one-year contract and a not to exceed amount. Councilmember Hays inquired about the staffing trends and the number of vaccinations given. Ms. Stoughton replied staffing was on an as needed basis. They continue to watch the trends and the number of cases changing with the number of vaccinations. She further stated she anticipated additional grants forthcoming. Motion was made by Councilmember Powell to approve the consent agenda as presented, seconded by Councilmember Sauer:

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

B. **CONSIDERATION OF ORDINANCE NO. 7914**:
(Contact: Victoria Medley, AM&W Director)
This is the second and final 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."

c. **CONSIDER APPROVAL – VIGILANT LICENSE PLATE RECOGNITION (LPR) SYSTEMS**:
(Contact: Chief Martin Birkenfeld, Amarillo Police Department)
Awarded to Vigilant Solutions and Trinity Innovative Solutions for a total of $105,000.28
This item is the purchase of fixed and mobile Vigilant License Plate Recognition (LPR) Systems. Purchase will be funded via primarily through Project Safe Neighborhoods (PSN) Program Grant: 4088001 in the amount of $103,850.00 leaving a balance of $1,150.28 to be funded on account 1610.84910.

D. **CONSIDER AWARD – SACKED CEMENT SUPPLY AGREEMENT**:
(Contact: Trent Davis, Purchasing Agent)
Tascosa Building Products -- $64,658.96
This item is to consider the award of the sacked cement supply agreement.

E. **CONSIDER AWARD – LAKESHORE IT SOLUTIONS**:
(Contact: Rich Gagnon, Director of Information Technology)
Open Text, Inc. -- $51,047.27
This purchase renews annual vendor-provided licensing and support for Duo Multi-factor Authentication which is utilized by all City departments for a second form of authentication and protection of network systems.

F. **CONSIDER AWARD – ANGEL STAFFING CONTRACT**:
(Contact: Casie Stoughton, Public Health Director)
Angel Staffing -- $3,150,000.00
This item is to consider the award of the public health nursing/professional surge staffing contract.

G. **CONSIDER AWARD – PREFERRED PHYSICIANS LABORATORY**:
(Contact: Casie Stoughton, Public Health Director)
Preferred Physicians Laboratory -- $960,000.00
This item is to consider the award of the laboratory contract to Preferred Physicians Laboratory.

H. **CONSIDER PURCHASE – TRAFFIC SIGNAL EQUIPMENT**:
(Contact: Michael Padilla, Transportation Superintendent)

Iteris, Inc.	Traffic Signal Controllers	$31,240.00
Oriux	Traffic Signal Heads	$1,955.00
Tiger Electric Supply, Inc.	Traffic Signal Poles	$25,420.00
Total Award		$58,615.00

This purchase is for signal equipment for the new HAWK crossing for Caprock High school on Southeast 34th Avenue.

I. **CONSIDER SALE – PROPERTIES**:
(Contact: Laura Storrs, Assistant City Manager)
Sheriff Sale properties located in Potter County.

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 a resolution considering allowing the City Manager to execute an Agreed Service Plan related to a landowner-initiated annexation request. The land proposed for annexation is approximately 191.07 acres and is currently vacant. Anticipated development is to consist of an Industrial/Business Park. Vicinity:

Georgia Street and Farmers Avenue. Applicant/s: Amarillo Economic Development Corporation. This item was presented by Andrew Freeman, Managing Director of Planning and Development Services. Motion was made by Councilmember Powell to approve this item, seconded by Councilmember Smith.

RESOLUTION NO. 04-13-21-1

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF AMARILLO FOR CONSIDERATION OF AN ANNEXATION OF AN APPROXIMATELY 191.07 ACRE TRACT OF LAND LOCATED IN THE VICINITY OF FRAMERS AVENUE AND GEORGIA STREET; NOTICE THAT THE CITY PUBLISHED THE REQUIRED PUBLIC HEARING IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE, SECTION 43.0673; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREED SERVICE PLAN.

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

ITEM 3B: Mayor Nelson presented the first reading of an ordinance considering annexing approximately 191.07 acres of land into the city limits. This is a landowner-initiated annexation request and the land is currently vacant. Anticipated development will consist of an Industrial/Business Park. Vicinity: Georgia Street and Farmers Avenue. Applicant/s: Amarillo Economic Development Corporation. This item was presented by Andrew Freeman, Managing Director of Planning and Development Services. 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. 7915

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, IN RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS A 191.07 ACRE TRACT OF UNPLATTED LAND LOCATED IN SECTION 182, BLOCK 2, A.B.&M. SURVEY, RANDALL COUNTY, TEXAS; DESCRIBING THE TERRITORY ANNEXED; FINDING ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; APPROVING A SERVICE PLAN THEREFORE, SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS OF SAID TERRITORY; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND, PROVIDING AN EFFECTIVE DATE.

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

ITEM 3C: Mayor Nelson presented the first reading of an ordinance to consider an ordinance rezoning a 15.39 acre tract of unplatted land in Section 191, Block 2, AB&M Survey, Potter County, Texas, to change from Agricultural District to Residential District 3. Vicinity: Broadway Drive and West Hastings Avenue. Applicant/s: Tommy Nielsen. This item was presented by Andrew Freeman, Managing Director of Planning and Development Services. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Powell, seconded by Councilmember Smith that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7916

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF BRAODWAY DRIVE AND WEST HASTINGS AVENUE,

POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3D: Mayor Nelson presented a resolution authorizing the addition of related infrastructure, as defined in the Texas Local Government Code, Chapter 335, to the voter approved venue project of the Amarillo-Potter Event Venue District. This item was presented by Laura Storrs, Assistant City Manager. Motion was made by Councilmember Powell to approve this item, seconded by Councilmember Sauer.

RESOLUTION NO. 04-13-21-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO ADDING ADDITIONAL RELATED INFRASTRUCTURE TO THE APPROVED VENUE PROJECT OF THE AMARILLO-POTTER EVENT VENUE DISTRICT; PROVIDING FOR A REPEALER; PROVIDING FOR A SAVINGS CLAUSE AND EFFECTIVE DATE.

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

ITEM 3E: Mayor Nelson presented a resolution supporting the establishment of a regional first responder training center by Amarillo College. Amarillo College is pursuing the establishment of a regional first responder training center to provide training and development for law enforcement, firefighting, and emergency medical first responders to benefit the City of Amarillo and Texas Panhandle region. This item was presented by Jared Miller, City Manager. Motion was made by Councilmember Powell to approve this item, seconded by Councilmember Sauer.

RESOLUTION NO. 04-13-21-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: SUPPORTING THE ESTABLISHMENT OF A REGIONAL FIRST RESPONDER TRAINING CENTER BY AMARILLO COLLEGE; 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 3F: Mayor Nelson presented a resolution approving the Airport Coronavirus Response Grant Program (ACRGP) Concessions Addendum offer, Grant No. 3-48-0007-047-2021 from the Federal Aviation Administration. Funds will be used by the Airport to provide relief from rent and minimum annual guarantees to on-airport parking, on-airport car rental, and in-terminal airport concessions and any other purpose for which airport revenues may be lawfully used. This grant originates from the Federal Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) and is not available for use on aviation development projects. This item was presented by Jared Miller, City Manager. Motion was made by Councilmember Powell to approve this item, seconded by Councilmember Smith.

RESOLUTION NO. 04-13-21-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING THE AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM (ACRGP) CONCESSIONS ADDENDUM OFFER IN THE AMOUNT OF $75,630.00 DOLLARS FROM THE FEDERAL AVIATION ADMINISTRATION; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

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

ITEM 3G: Mayor Nelson presented a resolution approving the Airport Coronavirus Response Grant Program (ACRGP) grant offer, Grant No. 3-48-0007-048-2021 from the Federal Aviation Administration for use by the Airport on operational expenses and any other purpose for which airport revenues may be lawfully used. This grant originates from the Federal Coronavirus Response and Relief Supplemental

Appropriation Act (CRRSAA) and is not available for use on aviation development projects. This item was presented by Jared Miller, City Manager. Councilmember Hays inquired how much the capacity has increased. Mr. Conner stated the capacity is about 70-75%. Mr. Conner included the capacity was as low as 5% for a couple of months. Mayor Nelson inquired how many flights were lost due to COVID. Mr. Conner replied they lost about 5-6 flights. Motion was made by Councilmember Powell to approve this item, seconded by Councilmember Sauer.

RESOLUTION NO. 04-13-21-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING THE AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM (ACRGP) GRANT OFFER IN THE AMOUNT OF $2,736,206.00 DOLLARS FROM THE FEDERAL AVIATION ADMINISTRATION; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

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

ITEM 3H: Mayor Nelson presented a resolution authorizing the submission of an application to reorganize a general purpose foreign-trade zone. The City of Amarillo and AEDC have been given the opportunity to apply for Alternative Site Framework (ASF) that pertains to Foreign-Trade Zone 252 (FTZ). Amarillo's current FTZ exists within 4,009 acres at Rick Husband International Airport. Any business that qualifies under the FTZ rules currently would have to physically store their imported inventory within the acreage to qualify. Mr. Miller stated there was a small amount of cost for AEDC. This item was presented by Kevin Carter, President and CEO. Councilmember Hays inquired who the application was being sent to. Mr. Carter replied it is being sent to the federal government. Motion was made by Councilmember Powell to approve this item, seconded by Councilmember Smith.

RESOLUTION NO. 04-13-21-6

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO AUTHORIZING SUBMISSION OF AN APPLICATION TO REORGANIZE A GENERAL-PURPOSE FOREIGN-TRADE ZONE WITH C/O AMARILLO ECONOMIC DEVELOPMENT CORPORATION (AMARILLO) AS THE GRANTEE ORGANIZATION TO THE U.S. FOREIGN-TRADE ZONES BOARD UNDER THE ALTERNATIVE SITE FRAMEWORK, PROVIDING SEVERABILITY CLAUSE; SAVINGS CLAUSE AND EFFECTIVE DATE.

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

ITEM 3I: Mayor Nelson presented an item for discussion and consideration for the Texas Workforce Commission. Through the Workforce Solution Boards across the state offers grants for High Demand Job Training. PRPC who partners with our local Workforce Solution Board to administer the grants. AEDC has the ability to match a $50,000 grant from Texas Workforce Commission to be used by AISD for Aviation job training and Welding equipment. Both of these fields are in high demand in our area and would be a great benefit to what AISD is striving for in the new AmTech Academy. This item was presented by Kevin Carter, President and CEO. Mr. Carter stated this grant will help AISD purchase aviation and welding equipment through a Texas Workforce match grant. Mr. Carter also thanked their partner, PRPC who helps them write these grants. Motion was made by Councilmember Powell to approve this item for the Texas Workforce Commission's High-Demand Job Training Initiative Demand Job Training Initiative matching grant in the amount of $50,000 to be used for aviation job training and welding equipment, seconded by Councilmember Sauer.

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

ITEM 4: Mr. McWilliams advised at 3:32 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: (a) Sale of real property located in the northwest quadrant of the TIRZ #1 Boundary. (b) Sale of real property located in the southwest quadrant of the city limits. (c) Sale of real property

located in the southeast quadrant of the city limits.

Mr. McWilliams announced that the Executive Session was adjourned at 4:02 p.m. and recessed the Regular Meeting.

ATTEST:

_____	_____
Frances Hibbs, City Secretary	Ginger Nelson, Mayor

B

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	April 27, 2021	Council Priority	Regular Agenda Item – Public Hearing

Department	Planning and Development Services Andrew Freeman – Managing Director of Planning and Development Services

Agenda Caption

This is item is the second and final reading of an ordinance annexing into the City of Amarillo, Potter and Randall County, Texas, on petition of property owner, territory generally described as a 191.07 acre tract of unplatted land located in Sections 182 and 231, Block 2, A.B.&M. Survey, Randall County, Texas.
Vicinity: Georgia Street and Farmers Avenue
Applicant/s: Amarillo Economic Development Corporation

Agenda Item Summary

This Public Hearing is to consider annexing approximately 191.07 acres of land into the City Limits. This is a landowner-initiated annexation request and the land is currently vacant. Anticipated development will consist of an Industrial/Business Park.

On April 2, 2021, as required by State Law, notice of this Public Meeting was published in the newspaper, posted on the City's website, and public and/or private entities were notified via mail.

This event in an annexation process is where official consideration of whether to annex or not occurs as well as an opportunity for all interested parties to be heard. Should annexation be approved, an Agreed Service Plan becomes binding. It should be noted that although State Law allows a City to adopt the ordinance at the conclusion of the 1st Public Hearing, the Annexation Ordinance will not be effective until a Second Reading due to the City Charter requiring all ordinances have two readings before Council. *If approved, the 2nd Reading of the Annexation Ordinance is scheduled to occur on April 27, 2021.*

Annexation is one of the primary means by which a City grows and also allows a municipality to provide services to urbanizing areas and exercise regulatory authority (enacting land use control) necessary to protect public health and safety and ensure orderly development occurs at the fringes of a City.

Annexation also ensures future land uses that benefit from access to City facilities and services share in the tax burden associated with constructing and maintaining said facilities and services. Each annexation request should be evaluated on a case by case basis and characteristics such as fiscal impact, development plans, need for land use control, anticipated revenues, among others should be considered.

Attached is a **Map of the proposed annexation area**, **Preliminary Concept Plan**, and **Fiscal Impact Analysis** for Council's use in considering the Annexation Ordinance in Public Hearing.

LSS 4/7/2021

ORDINANCE NO. 7945

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, IN RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS A 191.07 ACRE TRACT OF UNPLATTED LAND LOCATED IN SECTION 182, BLOCK 2, A.B.&M. SURVEY, RANDALL COUNTY, TEXAS AND SECTION 231, BLOCK 2, A.B.&M. SURVEY, RANDALL COUNTY, TEXAS; DESCRIBING THE TERRITORY ANNEXED; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; APPROVING A SERVICE PLAN THEREFORE; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS OF SAID TERRITORY; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Amarillo, Texas is a home-rule municipality authorized by State law and the City Charter to extend its boundaries and to annex area adjacent and contiguous to its corporate limits; and

WHEREAS, the City of Amarillo's policy is not to pursue involuntary annexations; and

WHEREAS, an offer of a development agreement has been made and rejected; and

WHEREAS, the owners of the property, described in Exhibit A (hereinafter the "Area"), have petitioned the City Council in writing to annex this area into the corporate limits of the City of Amarillo; and

WHEREAS, an Agreed Service Plan has been prepared and executed that provides for the extension of appropriate municipal services to the Area, outlined in Exhibit B, attached hereto and made a part hereof for all purposes; and the City of Amarillo is able to provide such services by any of the methods by which the City extends the services to any other area of the City; and

WHEREAS, the notice, publication, time periods and other procedural requirements of Texas Local Government Code, Chapter 43, Subchapter C-3, have been complied with, including with respect to this annexation that a public hearing has been held at which persons interested in annexation of the Area into the corporate limits of the City were given the opportunity to be heard, on **April 13, 2021**; and

WHEREAS, the hereinafter described properties and territory lies within the extraterritorial jurisdiction of the City of Amarillo.

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

SECTION 1. Findings of Fact. All of the above premises are hereby found to be true and correct and are incorporated into the body of this Ordinance as if fully set forth.

SECTION 2. Annexation. The Area, described in Exhibit A, attached hereto and incorporated herein for all purposes, is hereby added and annexed into the City of Amarillo, Texas, said Area shall hereafter be included within the

corporate limits of the City of Amarillo, and the present boundary lines of said City are hereby altered, extended and amended so as to include said Area within the corporate limits.

SECTION 3. Amendment of Boundaries and Official Map. The official map and boundaries of the City of Amarillo, Texas, heretofore adopted and amended, shall be and are hereby amended so as to include the aforementioned annexed Area.

SECTION 4. Agreed Service Plan. The service plan, attached hereto as Exhibit B, is hereby approved and is incorporated herein for all purposes. The City of Amarillo makes an affirmative determination that this service plan provides for services to the annexed Area which are comparable to other areas within the City of Amarillo with similar land utilization, population density, and topography.

SECTION 5. Pro Rata Share of Taxes. The annexed Area, being a part of the City of Amarillo for all purposes, the property situated herein shall bear its pro rata part of taxes levied by the City of Amarillo.

SECTION 6. Rights, Privileges and Duties of Inhabitants. The inhabitants of the annexed Area shall be entitled to the rights and privileges of the other citizens of the City of Amarillo and shall be bound by the Charter, Ordinances, Resolutions, and other regulations of the City of Amarillo.

SECTION 7. Filing of Ordinance. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Potter County, Texas, the County Tax Assessor of Potter County, Texas, the Potter County Appraisal District, the Texas Secretary of State, the Census Bureau, the Texas Department of Insurance, the Texas Public Utility Commission, the Texas Comptroller of Public Accounts, and all local utility companies, in the manner required by law.

SECTION 8. Severability. If any part, provision, section, subsection, sentence, clause or phrase of this Ordinance (or the application of same to any person or set of circumstances) is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining parts of this Ordinance (or their application to other persons or sets of circumstances) shall not be affected thereby. The City Council's intent in adopting this Ordinance is that no part thereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality of any other part hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 9. Open Meeting Act Compliance. The City Council for the City of Amarillo hereby finds and declares that the meetings at which this Ordinance was introduced and finally passed were open to the public as required by law, and public notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 10. Effective Date. This Ordinance will become effective on the day of its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the **13th day of April, 2021**; and PASSED on Second and Final Reading on this the **27th day of April, 2021**.

_____

Ginger Nelson, Mayor

ATTEST:

_____

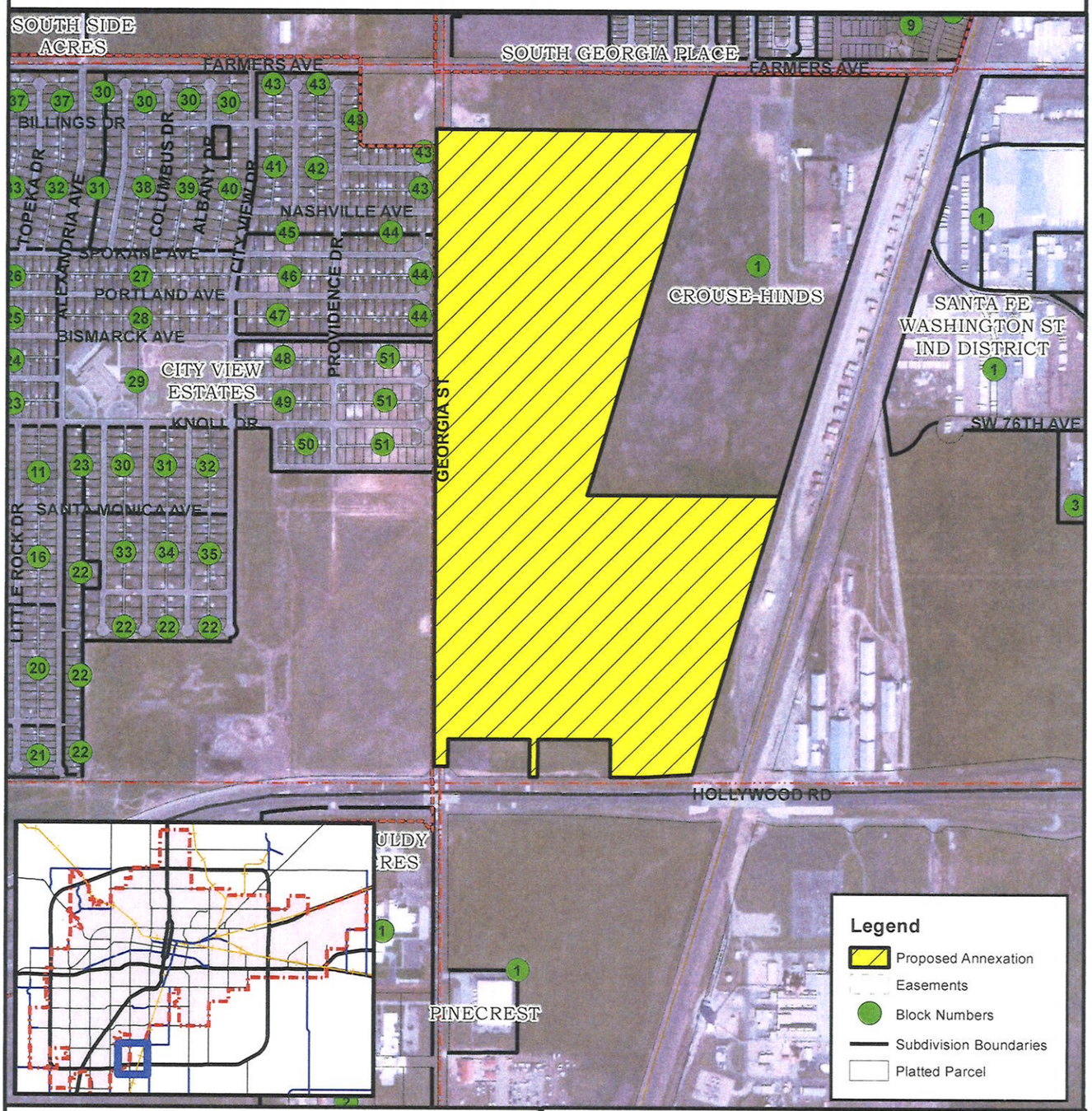
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____

Bryan McWilliams, City Attorney

Exhibit A (1 of 3)



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 1,000 feet
Date: 2/1/2021
Case No: A-20-01

N
W E
S

A-20-01 Annexation of a 191.07 acre tract of unplatted land in Section 182 and Section 231, Block 2, A.B.& M. Survey, Randall County, Texas

Vicinity: Farmers Ave. and Georgia St.

Applicant: Amarillo Economic Development Corporation

AP: M-17

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

LEGAL DESCRIPTION for a 191.07 acre tract of land out of Section 182 and Section 231, 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 set with a yellow cap on the east right-of-way line of South Georgia Street which bears S. 00° 03' 26" W. a distance of 471.35 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 same being the northeast corner of said Section 231 for a corner of this tract.

THENCE S. 89° 41' 02" E. a distance of 1826.53 feet to the most northerly northeast corner of this tract.

THENCE S. 17° 00' 16" W. a distance of 2795.65 feet to a 1" iron pipe found for an angle corner of this tract.

THENCE S. 89° 57' 20" E. a distance of 1410.31 feet to a 1" iron pipe found on the west right-of-way line of the B. S. & F. Railway for the most easterly northeast corner of this tract.

THENCE S. 16° 59' 32" W., along said west right-of-way line, a distance of 2146.20 feet to a 1/2" iron rod set 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 set 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 set 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 set 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 set 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 set 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 set 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 South Georgia Street a corner of this tract.

THENCE S. 0° 03' 26" W., along said east right-of-way line, a distance of 206.55 feet to a corner of this tract.

THENCE N. 89° 56′ 34″ W. a distance of 100.04 feet to the west right-of-way line of said South Georgia Street for the most westerly southwest corner of this tract.

THENCE N. 00° 03′ 26″ E., along said west right-of-way line, a distance of 4685.12 feet to the northwest corner of this tract.

THENCE S. 89° 41′ 02″ E. a distance of 100.04 feet to the place of BEGINNING and containing 191.07 acres (8,322,823 square feet) of land.

Exhibit B

The City of
Amarillo
Agreed Service Plan

South Georgia Street Annexation for AEDC

AREA TO BE ANNEXED: 191.07± Acres

Property Description: See Attached

Introduction:

This Agreed Service plan has been prepared in accordance with V.T.C.A. Local Government Code Section 43.0672, as indicated by the signatures below, is agreed to by the annexation petitioners. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the City of Amarillo at the following levels and in accordance with the following schedule:

FIRE

Existing Services: None

Services to be Provided: Fire suppression, prevention, and first response Emergency Medical Services (EMS) will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 12, located at 3100 SW 58th Ave. Fire prevention and fire inspection activities will be provided by the Fire Marshal's office as needed.

In order to fully encompass the area proposed for annexation within a typical 1.5 mile ISO coverage area, a new fire station will be required. The City of Amarillo will be responsible for coordinating the funding of the cost to construct the above-mentioned fire station. Construction of said fire station will begin upon adequate resources being available for construction and operation of said fire station.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

POLICE

Existing Services: None

Services to be Provided: Upon annexation, the City of Amarillo Police Department (APD) will extend regular and routine patrols to the area. Police Department activities to serve the area upon annexation can be afforded to the annexed area within current budget appropriation.

Upon development of this area, it is anticipated that one additional officer and a patrol unit will be needed.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of the additional officers and patrol units.

BUILDING SAFETY

Existing Services: None

Services to be Provided: The Department of Building Safety will provide plan review and inspection services upon annexation and/or as development warrants. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Amarillo.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Amarillo's Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Amarillo's Subdivision Ordinance.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

PARKS AND RECREATION

Existing Services: None

Services to be Provided: There are no parks or recreational facilities being proposed within the annexed area. As such, no services will be provided from the Parks and Recreation Department.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. Department activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Sanitary nuisances (limited), OSSF

Services to be Provided: The Amarillo Area Public Health District will implement the enforcement of the City of Amarillo's health ordinances and regulations on upon annexation to include, but not limited to, vector control and sanitary nuisance enforcement.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

ANIMAL MANAGEMENT AND WELFARE SERVICES

Existing Services: None

Services to be Provided: Animal Management and Welfare services will be provided to the area upon annexation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

PUBLIC RIGHT-OF-WAY

Existing Services: None

Services to be Provided: There are no existing streets or alleys within the area of annexation.

Developers will provide streets and alleys within the area to be annexed at their own expense. Construction of all streets and alleys shall comply fully with City of Amarillo Street Standard Specifications. Maintenance to any future street and alley facilities will be provided by the City upon acceptance of that street or alley by the City at the completion of the required warranty period.

There is one adjacent Section Line Arterial right-of-way which will require additional right-of-way dedication and/or improvement based on the appropriate and logical continuation of the right-of-way upon subdivision of the area which is detailed below:

Georgia Street: There is currently a total right-of-way width of between 100ft. and 110ft. (50ft. to 60 ft.. west of section line and 50ft. east of section line). Additional right-of-way will be required to be dedicated east of Section line, by the Developer, in order to obtain a width of 120ft typically required of a Section Line Arterial right-of-way upon development.

The improvement of Georgia Street was included in the previously approved Proposition 1 Bond that was passed in 2016. Funding for the improvements of Georgia Street within the annexed area will come from those funds.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: The Developer will provide storm water drainage at their own expense within the subdivision and will be jointly inspected by the Capital Projects and Public Works Department at time of completion. Construction of all storm water drainage facilities shall comply fully with City of Amarillo Specifications. The City will then maintain the drainage facilities upon approval.

Considering anticipated development within the area proposed for annexation, Georgia St will be required to be upgraded to an arterial right-of-way. At the time of upgrading Georgia St to a 67' arterial right-of-way, storm water drainage improvements will be needed. The applicant will be responsible for the anticipated costs ($1,332,000) associated with said drainage improvements and funds will be required to be deposited with the city prior to issuance of a contract for construction.

Maintenance of any public drainage facilities will be provided by the City upon acceptance and completion of the required warranty period.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

STREET LIGHTING

Existing Services: None

Services to be Provided: All street lighting will be provided by the developer as development occurs. The City of Amarillo Traffic Engineering Department will coordinate any request for improved street lighting with the local electric provider in accordance with City of Amarillo Lighting Standards.

Maintenance of the above street lighting will be the responsibility of the City once installed and accepted according to City Standards.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: Upon annexation and as development occurs, the City of Amarillo Traffic Engineering Department will provide traffic control devices deemed necessary by that Department.

Traffic signing will be placed as development occurs and at appropriate locations. Signing will include Stops, Yields, Do Not Enter, 1-Way, and Speed Limit as required. Future traffic patterns will warrant a traffic signal at Farmers Ave. and Georgia St. towards around year 10 of the build out. This will be the responsibility of the City.

Maintenance of the above signaling will be the responsibility of the City once installed according to City Standards.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

WATER SERVICE

Existing Services: The proposed annexation is currently served by a 12" water main along the west side and a 30" water main along the south side

Services to be Provided: As development occurs, the Developer is responsible for construction of water mains within the subdivision as well as the construction of the remainder of the 12" water main in Georgia Street required to tie into the existing 30" water main in Loop 335, and a 12" main running north-south along the east side of the proposed annexation and running east-west at the approximate mid-section line. Any upsizing based on development needs within the proposed annexation area is the responsibility of the Developer.

Maintenance of any public water mains will be provided by the City upon acceptance and completion of the required warranty period.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

SANITARY SEWER SERVICE

Existing Services: The proposed annexation is currently served by a 21" sewer main along the west side and a 42" sewer main along the south side.

Services to be Provided: As development occurs, the Developer will be responsible for the construction of sanitary sewer mains within the subdivision as well as the construction of a 12" sewer main in Georgia Street south of the existing 21" sewer main to Loop 335. Any upsizing based on development needs within the proposed annexation area is the responsibility of the Developer.

The City will be responsible for the upsizing of any required sewer mains beyond what is required to serve the proposed annexation as development occurs. It is assumed that upsizing to a 24" sewer main will be needed for the portion of sewer main to be constructed by the developer in Georgia Street south of the existing 21" sewer to Loop 335.

Maintenance of any public sewer mains will be provided by the City upon acceptance and completion of the required warranty period.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Upon annexation and/or as developments occurs, solid waste collection shall be provided to the area of annexation in accordance with the present City Ordinance. Service shall begin with occupancy of structures.

With this area to be annexed being anticipated to largely be commercial/industrial in nature, property owners within this area are able to contract out solid waste service or third parties if desired. The City will provide service as requested within the area.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

TRANSIT

Existing Services: None

Services to be Provided: As the residential area around the site grows and the amount and type of jobs are identified additional resources may be needed to serve the area. Service in the area would be based upon both residential demand and the number of jobs created by the annexation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

AMARILLO AREA OFFICE OF EMERGENCY MANAGEMENT

Existing Services: Portions of this area already have outdoor warning siren system coverage from existing sirens in the area.

Existing sirens located near the proposed area of annexation provide portions of this area with existing outdoor warning siren system coverage.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Amarillo's established policies governing extension of municipal services to newly annexed areas.

Kevin Carter

Kevin Carter, President and CEO
Amarillo Economic Development Corporation

Date: 4-8-21

Jared Miller, City Manager
City of Amarillo, Texas

Date: _____

Annexation Analysis

DISCLAIMER: The computations and data contained herein are for hypothetical purposes only and do not represent actual financial allocations or future financial commitments on behalf of the City. Nothing in this document will be construed as an obligation to encumber or spend monies from any City funds.

15 Year Build Out (12.706 acres per year developed for a total of 190.59 acre development area)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total
General/General Construction Fund																
Georgia Street Drainage Improvement Cost - AEDC participation	1,332,000															1,332,000
Total Revenue	**1,332,000**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,332,000**
O&M:																
ROW maintenance cost	3,525	7,191	11,002	11,222	11,447	11,676	11,909	12,147	12,390	12,638	12,891	13,149	13,412	13,680	13,953	172,232
Police Officers	77,177	78,721	80,295	81,901	83,539	85,210	86,914	88,652	90,425	92,234	94,078	95,960	97,879	99,837	101,833	1,334,654
Police patrol vehicle	41,132	-	-	-	-	-	-	-	-	-	-	-	-	-	-	41,132
Traffic Light Maintenance	-	-	-	-	-	-	-	-	-	9,561	9,752	9,947	10,146	10,349	10,556	60,310
CIP:																
Traffic Signal	-	-	-	-	-	-	-	-	-	298,773	-	-	-	-	-	298,773
Total Expense	**121,834**	**85,912**	**91,297**	**93,123**	**94,986**	**96,885**	**98,823**	**100,799**	**102,815**	**413,206**	**116,721**	**119,056**	**121,437**	**123,865**	**126,343**	**1,907,102**
Net	**1,210,166**	**(85,912)**	**(91,297)**	**(93,123)**	**(94,986)**	**(96,885)**	**(98,823)**	**(100,799)**	**(102,815)**	**(413,206)**	**(116,721)**	**(119,056)**	**(121,437)**	**(123,865)**	**(126,343)**	**(575,102)**
Water and Sewer																
Water & Sewer project revenue	9,348	18,696	28,044	37,392	46,740	56,088	65,436	74,784	84,132	93,480	102,828	112,176	121,524	130,872	140,220	1,121,760
Total Revenue	**9,348**	**18,696**	**28,044**	**37,392**	**46,740**	**56,088**	**65,436**	**74,784**	**84,132**	**93,480**	**102,828**	**112,176**	**121,524**	**130,872**	**140,220**	**1,121,760**
O&M:																
Water O&M	7,620	15,545	23,784	32,346	41,241	50,479	60,070	70,024	80,352	91,066	102,176	113,694	125,632	138,002	150,816	1,102,846
Sewer O&M	2,196	4,480	6,854	9,322	11,885	14,547	17,311	20,180	23,157	26,244	29,446	32,765	36,206	39,771	43,464	317,828
CIP:																
Upsizing Cost (Sewer)	108,000	110,160	112,363	-	-	-	-	-	-	-	-	-	-	-	-	330,523
Total Expense	**117,816**	**130,185**	**143,001**	**41,667**	**53,126**	**65,026**	**77,381**	**90,204**	**103,509**	**117,310**	**131,622**	**146,460**	**161,838**	**177,773**	**194,280**	**1,751,197**
Net	**(108,468)**	**(111,489)**	**(114,957)**	**(4,275)**	**(6,386)**	**(8,938)**	**(11,945)**	**(15,420)**	**(19,377)**	**(23,830)**	**(28,794)**	**(34,284)**	**(40,314)**	**(46,901)**	**(54,060)**	**(629,437)**
Drainage																
Drainage fees	2,532	5,064	7,596	10,128	12,660	15,192	17,724	20,256	22,788	25,320	27,852	30,384	32,916	35,448	37,980	303,840
Total Revenue	**2,532**	**5,064**	**7,596**	**10,128**	**12,660**	**15,192**	**17,724**	**20,256**	**22,788**	**25,320**	**27,852**	**30,384**	**32,916**	**35,448**	**37,980**	**303,840**
O&M:																
Street sweeping & curb and gutter	2,500	5,100	7,803	7,959	8,118	8,281	8,446	8,615	8,787	8,963	9,142	9,325	9,512	9,702	9,896	122,151
CIP:																
Total Expense	**2,500**	**5,100**	**7,803**	**7,959**	**8,118**	**8,281**	**8,446**	**8,615**	**8,787**	**8,963**	**9,142**	**9,325**	**9,512**	**9,702**	**9,896**	**122,151**
Net	**32**	**(36)**	**(207)**	**2,169**	**4,542**	**6,911**	**9,278**	**11,641**	**14,001**	**16,357**	**18,710**	**21,059**	**23,404**	**25,746**	**28,084**	**181,689**
Total	**1,101,730**	**(197,436)**	**(206,461)**	**(95,229)**	**(96,830)**	**(98,912)**	**(101,490)**	**(104,579)**	**(108,192)**	**(420,679)**	**(126,806)**	**(132,280)**	**(138,346)**	**(145,020)**	**(152,319)**	**(1,022,849)**

DISCLAIMER: The computations and data contained herein are for hypothetical purposes only and do not represent actual financial allocations or future financial commitments on behalf of the City. Nothing in this document will be construed as an obligation to encumber or spend monies from any City funds.

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	April 27, 2021	**Council Priority**	Regular Agenda Item – Public Hearing

Department	Planning and Development Services Andrew Freeman- Managing Director of Planning and Development Services

Agenda Caption

This item is the second and final reading of an ordinance rezoning a 15.39 acre tract of unplatted land in Section 191, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 3.
Vicinity: Broadway Dr. and W. Hastings Ave.
Applicant/s: Tommy Nielsen

Agenda Item Summary

Adjacent zoning and land use

Adjacent zoning consist of Residential District 3 to the north and Agricultural District in all other directions.

Adjacent land uses consist of single-family detached homes to the north and undeveloped land in all other directions.

Proposal

The applicant is requesting a change in zoning in order to develop single-family detached homes and continue development of the Vineyards residential subdivision.

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

The Future Land Use and Character Map identifies the recommended development type for the area as Rural and as such is currently zoned Agricultural. *It must also be noted that Agricultural Zoning District serves as a placeholder zoning which is established upon annexation until a development pattern within a particular section or area occurs.* Since annexation, development patterns in this area have resulted in higher density single-family residential development and zoning identical to that proposed by the applicant.

Regarding the Neighborhood Unit Concept of Development, the applicant's tract does fall within the recommended area for such uses and zoning in that residential development is being proposed and continued within the Section. Also worth noting, this rezoning is consistent with the Preliminary Plan that was approved for this residential subdivision and is the next phase of The Vineyards subdivision.

Requested Action/Recommendation

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

Notices have been sent to property owners within 200 feet regarding this proposed rezoning. At the time of this writing, no comments regarding the request have been received.

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

LSS 3/31/2021

ORDINANCE NO. 7916

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

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

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

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

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

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

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

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

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

> Rezoning of a 15.39 acre tract of unplatted land in Section 191, Block 2, A. B. & M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 3, and being further described below, attached hereto as Exhibit A and incorporated herein:

FIELD NOTES for a 15.39 acre tract of land out of Section 191, Block 2, A. B. & M. Survey, Potter County,Texas.

BEGINNING at 1/2" iron rod set with a yellow cap which bears N. 00° 04' 58" E. a distance of 518.65 feet and N. 89° 55' 02" W. a distance of 1075.98 feet from the southeast corner of said Section 191 for the most easterly southeast corner of thistract.

THENCE N. 89° 52' 05" W. a distance of 70.00 feet to a 1/2" iron rod set with a yellow cap same being the beginning of a curve to the right for a corner of this tract.

THENCE in a northwesterly direction along said curve to the right with a radius equal to 1793.00 feet, a long chord bearing of N. 76° 44' 35" W. and a long chord distance of 400.38 feet, a curve distance of 401.22 feet to a 1/2" iron rod set with a yellow cap at the end of said curve to the right same being at the beginning of a curve to the left for a corner of this tract.

THENCE continuing in a northwesterly direction along said curve to theleft with a radius equal to 597.00 feet, a long chord bearing of N. 80° 06' 02" W. and a long chord distance of 202.57 feet, a curve distance of 203.55 feet to the end of said curve to the left for a corner of this tract.

THENCE N. 89° 52' 05" w. a distance of 42.45 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE s. 00° 07' 55" w. a distance of 579.15 feet to a 1/2" iron rod set with a yellow cap for the most southerly southeast corner of this tract.

THENCE N. 89° 51' 05" w. a distance of 316.95 feet to a 1/2" iron rod set with a yellow cap for the southwest corner of thistract.

THENCE N. 00° 05' 4 o" E. a distance of 1049.06 feet to a 1/2" iron rodset with a yellow cap for the northwest corner of this tract.

THENCE S. 89° 52' 05" E. a distance of 360.08 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 to the right with a radius equal to 1067.00 feet, a long chord bearing of S. 80° 06' 02" E.and a long chord distance of 362.04 feet, a curve distance of 363.80 feet to the end of said curve to the right same being at the beginning of a curve to the left for a corner of thistract.

THENCE continuing in a southeasterly direction along said curve to the left with a radius of equal to 1323.00 feet, a long chord bearing of S. 75° 32' 30" E . and a long chord distance of 240.23 feet, a curve length of 240.56 feet to a 1/2" iron rod set with a yellow cap at the end of said curve to the left for a corner of this tract.

THENCE S. 89° 52' 05" E. a distance of 70.00 feet to a 1/2" iron rod set with a yellow cap for the northeast corner of this tract.

THENCE S.00°07'55" W. a distance of 474.42 feet to the place of BEGINNING and containing 15.39 acres (670,191 square feet) of land.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 13th day of April, 2021 and PASSED on Second and Final Reading on this the 27th day of April, 2021.

_____
Ginger Nelson, Mayor

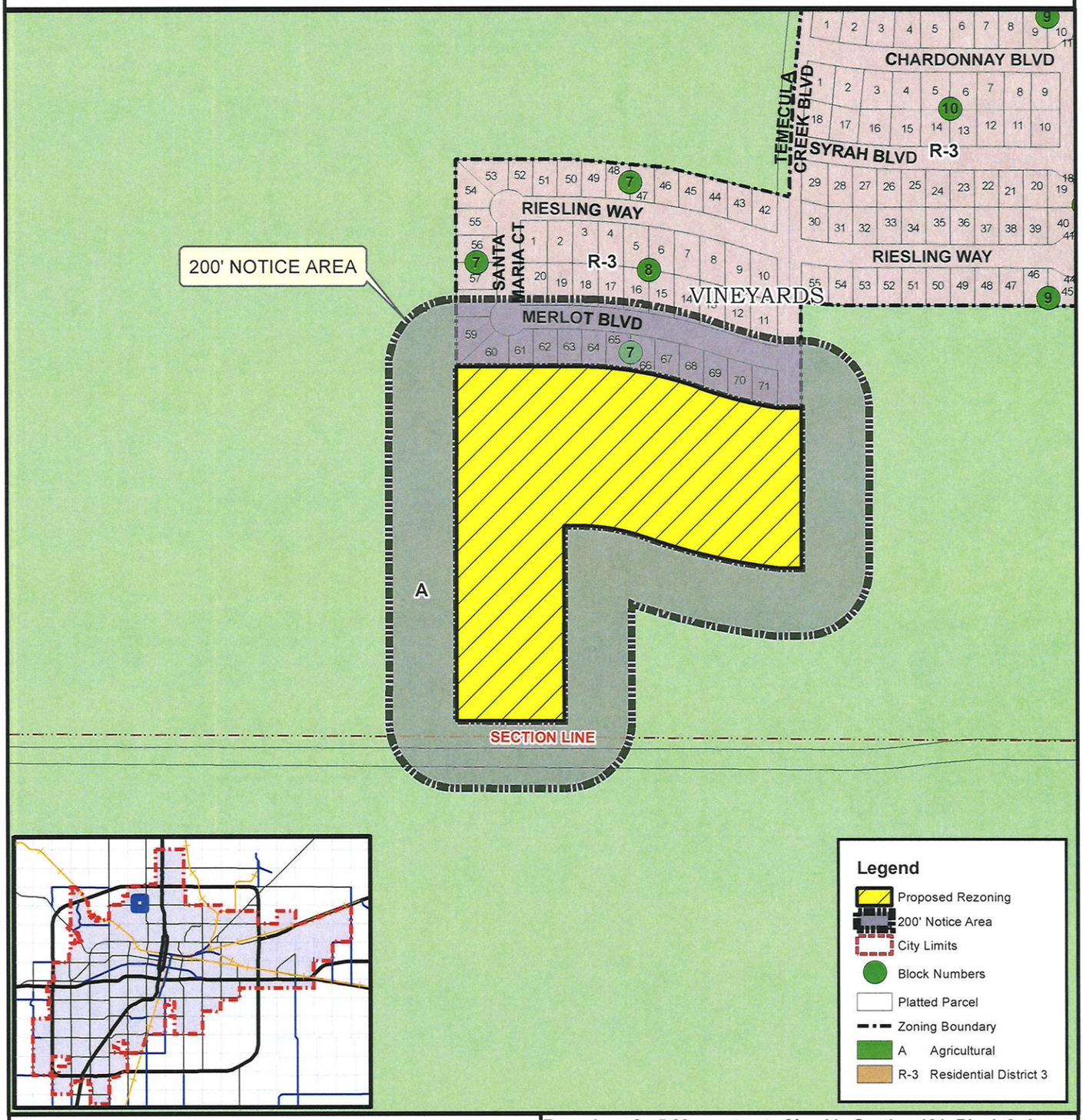
ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams,
City Attorney

REZONING FROM A TO R-3



Legend

- Proposed Rezoning
- 200' Notice Area
- City Limits
- Block Numbers
- Platted Parcel
- Zoning Boundary
- A Agricultural
- R-3 Residential District 3

CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 400 feet
Date: 2/26/2021
Case No: Z-21-02

N W E S

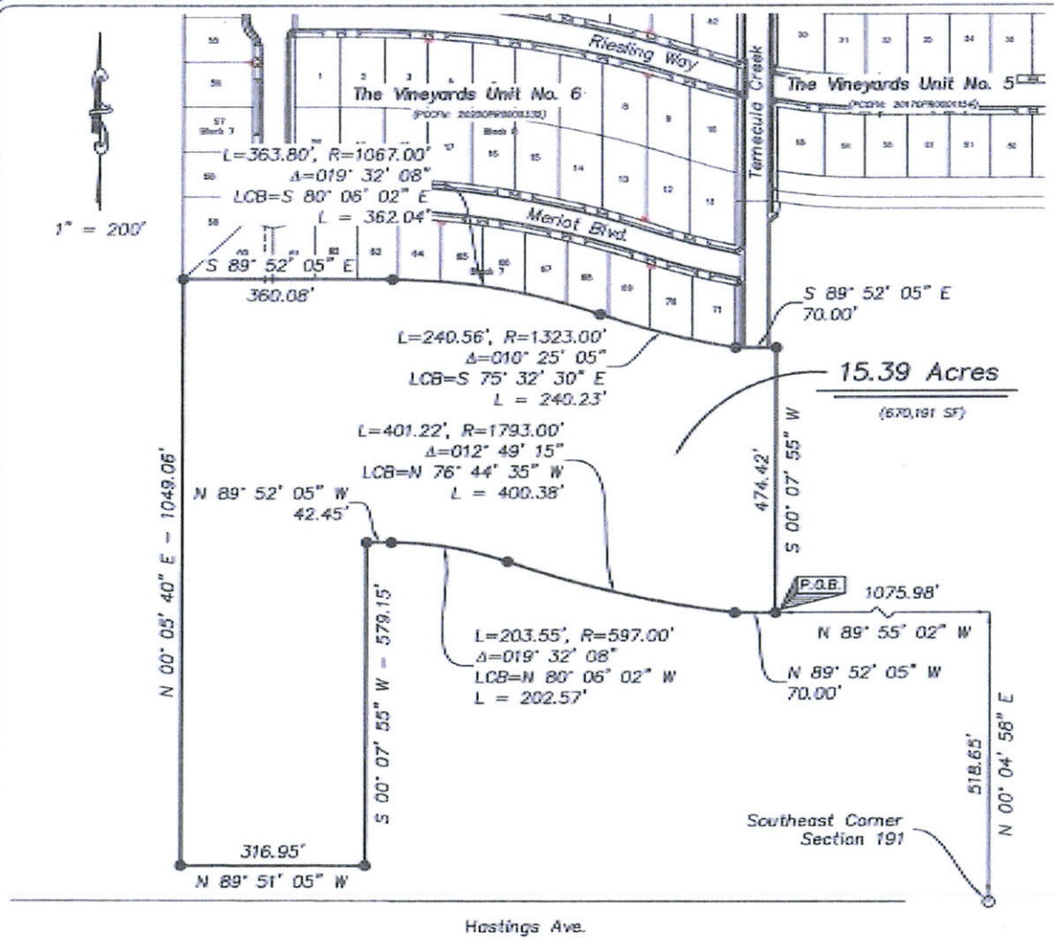
Rezoning of a 5.39 acre tract of land in Section 191, Block 2, A. B. & M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 3.

Owner: Tommy Nielsen for Nielsen Builders

Vicinity: Broadway Dr. & W. Hastings Ave.

AP: M-8

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



LEGEND

● = 1/2" IRON ROD W/ YELLOW CAP SET

⊠ = IRON ROD W/ APEX CAP FOUND

NOTES

1. BEARINGS BASED ON U.S. STATE PLANE OF 1983 – TEXAS NORTH ZONE UTILIZING THE CITY OF AMARILLO GPS CONTROL NETWORK.
2. DISTANCES SHOWN ARE GROUND DISTANCES.
3. GRID TO GROUND SCALE FACTOR: 1.0002507

STATE OF TEXAS :
COUNTY OF COLLINGSWORTH :

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

IN WITNESS THEREOF, my hand and seal, this the 22nd day of February, A.D., 2021.

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

Richard E. Johnson
Registered Professional
Land Surveyor #4263

A Plat of 15.39 Acres out of Section 191,
Block 2, A. B. & M. Survey,
Potter County, Texas

SCALE: 1" = 200'	Firm No. 10096500	DRAWN BY: JA
DATE: October 2019		FILE NAME:

OJD Engineering, Inc.
Consulting Engineers & Surveyors

806-352-7117
2420 Lakeview Drive
Amarillo, Texas 79109

Rezone from Ag to R-3

DRAWING NUMBER

Annexation is one of the primary means by which a City grows and also allows a municipality to provide services to urbanizing areas and exercise regulatory authority (enacting land use control) necessary to protect public health and safety and ensure orderly development occurs at the fringes of a City.

Annexation also ensures future land uses that benefit from access to City facilities and services share in the tax burden associated with constructing and maintaining said facilities and services.

Attached is the **Agreed Service Plan** and a **Fiscal Impact Analysis** that provides estimated cost of providing services and/or public improvements and revenues related to services to be provided for Council's use in considering the Agreed Service Plan and to continue the annexation process.

D

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	April 27, 2021	Council Priority	Economic Development/Redevelopment

Department	Fire Department	Contact Person	Andrew Freeman, Managing Director of Planning and Special Projects

Agenda Caption

CONSIDER SALE: REAL ESTATE LOCATED AT 306 S. JEFFERSON:

This item authorizes the City Manager to execute a contract and other necessary documents for the sale of approximately 4,356 square feet of land located at 306 S. Jefferson. The sale is for $10,400.

Agenda Item Summary

This sale contract is for excess land located at 306 S. Jefferson, which was included as part of the Fire Department's purchase of the A to Z Building to be used as the new Fire Fleet Maintenance Facility. The contract is with Alan Anderson Homes, LLC in the amount of $10,400. The buyer will also be relocating an existing fence, and giving up their rights to half of the existing alley if it were to be vacated in the future.

The location of the lot is highlighted on the following map:



Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	April 27, 2021	**Council Priority**	Public Safety
Department	Public Health		
Contact	Casie Stoughton		

Agenda Caption

Consider – Immunization Grant COVID
Grant Amount : $4,186,684
Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from April 2021 thru August 31, 2024 to fund COVID-19 vaccination efforts.

Agenda Item Summary

This grant, provided by the Texas Department of State Health Services, will support the COVID-19 vaccination efforts of Amarillo Public Health.

Requested Action

Accept grant award.

Funding Summary

Funding provided by the Texas Department of State Health Services.

Community Engagement Summary

To date, Amarillo Public Health has given over 122,000 doses of COVID-19 vaccine through the mass vaccination clinic model.

Staff Recommendation

Staff recommend acceptance of this grant.

Workplan Performance Measures: COVID-19 Vaccination Supplemental Funding – February 2021

Awardee:City of Amarillo Public Health

Supported through the ***Coronavirus Response and Relief Supplemental Appropriations Act of 2021****, P.L. 116-260*

City of Amarillo Public Health Workplan: COVID-19 Supplemental Funding– February 2021

INSTRUCTIONS: This template contains all required activities and performance measures**. For each required activity, add specific, measurable, achievable, realistic, time-bound (SMART) activities**. Other activities and performance measures may be added as needed. The workplan must meet these criteria:

- Text 12 font, single spaced, 1- inch margins, number all pages (not to exceed 10 pages)
- Background, Approach and Program Evaluation and Measurement plan (may be part of applicant work plan if the plan includes SMART objectives and performance measures).
- Utilize the CDC Framework for Evaluation in developing your Evaluation and Measurement Plan https://www.cdc.gov/eval/framework/index.htm

Background

This section should describe the overall context and need for the funding, including the current status of COVID-19 vaccination activities.

Amarillo Public Health has been providing COVID-19 response for Potter and Randall counties in the Texas Panhandle since first quarter 2020 with our first positive cases March 18, 2020, exactly one year ago. December 23, 2020, Amarillo Public Health began giving COVID-19 vaccinations. Amarillo Public Health has 39 full time staff and has surged to over 100 using temp staff to conduct contact tracing, drive through testing, Bamlanivimab infusion and COVID-19 vaccination. Funding is critical to maintain lifesaving operations.

Approach *(main body of the application)*

This section must:

- *Describe activities by **phases 1a, 1b, 1c, phase 2, and phase 3**. Plans and activities for each phase must be described.*
- Phase 1: Potentially limited supply of COVID-19 vaccine doses available
    - Concentrate efforts on reaching the initial populations of focus for COVID-19 vaccination listed above, including those who may be part of other critical populations that might require additional vaccination efforts to ensure access to vaccine. Ensure vaccination locations selected can reach populations, manage cold chain requirements, and meet reporting requirements for vaccine supply and uptake.
    - Amarillo Public Health (APH) has a representative on the Texas DSHS EVAP.
    - APH will partner with City of Amarillo Civic Center to stand up a walk-in clinic offering COVID-19 vaccine to individuals eligible in the expanding eligibility categories, 1a, 1b, 1c, etc.
    - Amarillo Public Health will enter doses administered into the Texas Registry within 24 hours of administration.
    - Amarillo Public Health will assist providers in enrollment, vaccine storage, vaccine transfers, and administration to at risk populations.
    - Amarillo Public Health will collaborate with community partners to vaccinate vulnerable seniors unable to come to clinic and other at-risk populations.
    - Amarillo Public Health will partner with Amarillo Transit to offer free public transportation to and from the vaccination center.
    - In phase 1, APH plans to use City of Amarillo staff affected by closures to staff support positions.
    - See below for specific activities.

- Phase 2: Large number of vaccine doses available
    - Focus on ensuring access to vaccine for all critical populations who were not vaccinated in Phase 1, as well as for the general population; expand provider network.
    - APH will partner with City of Amarillo Civic Center to stand up a walk-in clinic offering COVID-19 vaccine to individuals eligible in the expanding eligibility categories, 1a, 1b, 1c, etc.
    - Amarillo Public Health will enter doses administered into the Texas Registry within 24 hours of administration.
    - Amarillo Public Health will assist providers in enrollment, vaccine storage, vaccine transfers, and administration to at risk populations.
    - Amarillo Public Health will collaborate with community partners to vaccinate vulnerable seniors unable to come to clinic and other at-risk populations.
    - Amarillo Public Health will partner with Amarillo Transit to offer free public transportation to and from the vaccination center.
    - In phase 2, APH will need to rely more on temporary staffing as City of Amarillo staff will return to more normal operations.
    - See below for specific activities.
- Phase 3: Sufficient supply of vaccine doses for entire population (surplus of doses)
    - Focus on ensuring equitable vaccination access across the entire population. Monitor vaccine uptake and coverage; reassess strategy to increase uptake in populations or communities with low coverage.
    - Amarillo Public Health will shift back to more normal operations, offering COVID-19 vaccine at the public health department on an appointment basis.
    - Amarillo Public Health will assist providers in enrollment, vaccine storage, vaccine transfers, and administration to at risk populations.
    - Amarillo Public Health will collaborate with community partners to vaccinate vulnerable seniors unable to come to clinic and other at-risk populations.
    - Amarillo Public Health will partner with Amarillo Transit to offer free public transportation to and from the vaccination center.
    - In phase 3, APH will continue to rely on temporary staffing.
    - See below for specific activities.
- *Refer to the **Programmatic Guidance document** and to the **COVID-19 Vaccination Playbook** as you develop your workplan and budget: COVID-19 Vaccination Program Operational Guidance (cdc.gov)*
- *Describe specific, measurable, achievable, realistic, and time-bound (SMART) objectives, activities, outcomes, and performance measures (see job aid below on page 3).*
- *Place an asterisk on those activities you are **associating with the requirement that a minimum of 10% of funding** is for activities focused on high-risk and underserved populations including racial and ethnic minority populations and rural communities.*

Performance Measures – **THIS MUST BE COMPLETED with SMART objectives**

1. Increase COVID-19 vaccination capacity across the jurisdiction, including among high-risk and underserved populations

Increase the number of vaccine provider sites, including through the use of pharmacies. This can be done through a competitive application process, through enrollment of specific providers into such a program, or through other means

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
By the end of the grant period, increase COVID-19 providers in Potter/Randall counties by 2%.	Number of new vaccine providers, by type, enrolled as COVID-19 providers by zip code in the past quarter.	2-3
(add more rows as needed)		

Performance Measure (PM) 1.1: Number of new vaccine providers, by type, enrolled as COVID-19 providers in the past quarter. (Provider types as listed on the COVID-19 Provider Agreement)

Enroll/train vaccine providers, including complementary providers, to build capacity to vaccinate pediatric and adult populations in accordance with ACIP recommendations.

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
By the end of each calendar year, APH will increase technical assistance visits to COVID-19 providers by 2% to build capacity to pediatric and adult populations in accordance with ACIP recommendations.	Number of technical assistance visits made to COVID-19 providers in the past quarter.	2-3
(add more rows as needed)		

PM 1.2: Number of vaccine providers trained in proper vaccine administration and in vaccine storage/handling in the past quarter.

Enlist/educate adult providers, including specialists that see high risk patients, to identify and refer patients to vaccination clinics if they are not themselves vaccinators

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
By the end of each quarter year, APH will provide education to at	Number of technical assistance visits made to COVID-19 adult	3

least 2% of the adult health care providers in Potter and Randall Counties.	health care providers in the past quarter.	
(add more rows as needed)		

PM 1.3: Number of adult health care providers trained in the past quarter for the purposes of ensuring patients are appropriately immunized or referred for vaccinations.

*Fund local health departments to **expand** their **operations** (e.g., providing vaccinations during evenings, overnight, and on weekends) and to **increase** their **throughput**

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
Each month, APH will **expand** their **operations** (e.g., providing vaccinations during evenings, overnight, and on weekends) and to **increase** their **throughput** provide by providing at least 1 weekend and four evening COVID-19 vaccination clinics.	Number of after-hours clinic each quarter provided by AHD.	1
(add more rows as needed)		

PM 1.4: Number and percent of health departments with expanded operations in the past quarter. List examples of that expanded operations.

*Support public health **workforce recruitment and training** including working with health providers from rural communities, communities of color, and/or communities of high social vulnerability. (CDC's Social Vulnerability Index (SVI))

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
By the end of each calendar year, APH will increase public health workforce by 1%. Potter county SVI is 0.9617 and Randall county 0.01958.	Number of new public health workers hired by county in the past quarter.	1-3
(add more rows as needed)		

PM 1.5: Number of new public health workers hired (FTE, contractor, etc) in the past quarter

*Implement **vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics** to travel and provide vaccination services in non-traditional settings and/or to supplement the work of local health departments in underserved communities

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
By the end of the calendar year, APH will implement vaccine strike teams to serve vulnerable populations like homebound seniors and underserved communities, etc.	Number of patients served at strike team clinics in the past quarter.	1-3
(add more rows as needed)		

PM 1.6: Number and percent of strike teams, mobile clinics, or temporary off-site clinics held in the past quarter in underserved communities.

PM 1.7: Number of vaccine doses provided through strike teams, mobile clinics, or temporary off-site clinics in the past quarter in underserved communities.

2. Ensure high-quality and safe administration of COVID-19 vaccines

Implement **site visits** to COVID-19 vaccination clinics to provide monitoring and quality assurance support (supportive supervision) and to promote quality improvement.

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
(add more rows as needed)		

PM 2.1: Number and percent of site visits (in-person and virtual) to COVID-19 vaccination clinics in the past quarter for the purposes of ensuring proper vaccine administration, proper vaccine storage and handling, and improved quality assurance. Describe key issues identified and how resolved.

Support vaccine administration sites by responding to issues, questions, and ensuring training as needed for new products or changes to products

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
(add more rows as needed)		

PM 2.2: Number and percent of COVID-19 provider sites supported in the past quarter through trainings or response to issues/questions.

Provide **supplies (including personal protective equipment (PPE)), equipment, and training** to providers and partners for:

- ✓ **Vaccine storage and handling**, including monitoring **temperature** of vaccines
- ✓ **Vaccine transport, including any vaccine-specific considerations,** for temporary mass vaccination clinics.
- ✓ **Vaccine administration**

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
(add more rows as needed)		

PM 2.3: Number of supplies/equipment, by type, delivered to providers and partners for vaccine storage and handling, in the past quarter. (Types: temperature monitoring devices, refrigerators, freezers, other). Describe any concerns regarding ability to obtain needed supplies/equipment.

PM 2.4: Number of supplies/equipment, by type, delivered to providers and partners for vaccine transport, in the past quarter. (Types: temperature monitoring devices, mobile vaccine storage units, other). Describe any concerns regarding ability to obtain needed supplies/equipment.

PM 2.5: Number of supplies/equipment, by type, delivered to providers and partners for vaccine administration, in the past quarter. (Types: needles, syringes, PPE, other).Describe any concerns regarding ability to obtain needed supplies/equipment.

Ensure vaccine administration sites have appropriate capabilities to **address adverse events, including anaphylaxis**

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
(add more rows as needed)		

PM 2.6: Number and percent of COVID-19 administration sites that have been assessed by the awardee as capable of addressing adverse events including anaphylaxis in the past quarter. The assessment should include that the provider has epinephrine on site, equipment to measure vital signs, and antihistamines.

Support **provider training and reporting of vaccine adverse events** to VAERS

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**

(add more rows as needed)		

PM 2.7: Number and percent of provider sites trained on how to report to VAERS in the past quarter.

3. Ensure equitable distribution and administration of COVID-19 vaccines

Monitor **vaccination coverage** among population subgroups, identifying populations and geographic areas with low coverage. **Implement and evaluate interventions** and direct vaccine and vaccination efforts to increase coverage

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
APH will offer vaccination clinic, screening patients based on DSHS eligibility 1a, 1b, 1c, etc, focusing on population subgroups, identifying populations and geographic areas with low coverage	Number of clinics offered to persons in subgroups.	1-3
(add more rows as needed)		

PM 3.1: Number of people and percent of population vaccinated with COVID-19 vaccine, by subgroups (subgroups are not mutually exclusive):

CDC will track and capture these data separately through other sources.

- Health care personnel
- Long-term care facility residents
- Front line essential workers
- Persons aged ≥75 years
- Persons aged 65–74 years
- Persons aged 16–64 years with high-risk medical conditions
- All persons aged ≥16 years

Monitor and improve access to vaccinations in communities of high social vulnerability. (CDC's Social Vulnerability Index (SVI))

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
Through the end of the grant period, APH will focus clinic efforts in communities of high SVI. Potter County SVI 0.9617 and Randall County 0.1958	Number of clinics in communities of high SVI.	1-3
(add more rows as needed)		

PM 3.2: Describe work to monitor and improve access to vaccinations in underserved communities or communities of high social vulnerability in the past quarter.

Continue and expand on the work of **Vaccine Equity Committees (or similar committees)** to ensure transparency and engagement with the community

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
APH will participate in weekly EVAP committee meetings		1-3
APH will establish a Vaccine Equity Committee to assist in writing the below plan by July 1, 2021	Written plan July 1, 2021	1-3

PM 3.3: Number of Vaccine Equity Committee (or similar) meetings held in the past quarter. Describe key activities of the committee in the past quarter.

Have a written plan to **address high-risk and specific populations** (including older adults) and how to reach each group, including **congregate settings (e.g. correctional facilities), homeless populations, essential workers**, and others.

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
APH will have a written plan to **address high-risk and specific populations** (including older adults) and how to reach each group, including **congregate settings (e.g. correctional facilities), homeless populations, essential workers**, and others by July 1, 2021.	NA	1-3
(add more rows as needed)		

PM 3.4: These plans, including related performance measures, must be included as part of the workplan due within 45 days of the NOA. If additional time is needed, these plans may be received no later than July 1, 2021.

Partner, plan, and implement vaccination activities with **critical organizations**. These organizations could include but are not limited to:

- ✓ Colleges and Universities
- ✓ Occupational health settings for large employers

- ✓ Churches or religious institutions
- ✓ Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
- ✓ Pharmacies
- ✓ Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
- ✓ Organizations and businesses that employ critical workforce
- ✓ First responder organizations
- ✓ Non-traditional providers and locations that serve high-risk populations
- ✓ Other partners that serve underserved populations

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
APH will partner, plan and implement vaccination activities with critical organizations each quarter.	NA	1-3
(add more rows as needed)		

PM 3.5: Number and type of partner organizations that have implemented COVID-19 vaccination activities in the past quarter. Include also a short statement of the activities.

Plan and implement vaccination activities with organizations and business that employ **frontline essential workers**

"ACIP used CISA guidance to define **frontline essential workers** as the subset of essential workers likely at **highest risk for work-related exposure** to SARS-CoV-2, the virus that causes COVID-19, because their work-related duties must be performed on-site and involve being in close proximity (<6 feet) to the public or to coworkers. ACIP has classified the following non–health care essential workers as frontline workers: **first responders (e.g., firefighters and police officers), corrections officers, food and agricultural workers, U.S. Postal Service workers, manufacturing workers, grocery store workers, public transit workers, and those who work in the education sector (teachers and support staff members) as well as child care workers.**"
(The Advisory Committee on Immunization Practices' Updated Interim Recommendation for Allocation of COVID-19 Vaccine — United States, December 2020 | MMWR (cdc.gov))

Activities *(specific, measurable, timebound)*	**Performance Measures** *(in addition to the CDC required performance measure(s) below)*	**Phase**
APH will Plan and implement vaccination activities with organizations and business that employ **frontline essential**	Number and type of organizations and business that employ frontline essential workers that have	1-3

workers each calendar year.	implemented COVID-19 vaccination actives in the past quarter.	
(add more rows as needed)		

PM 3.6: Has the awardee initiated vaccination planning (or implemented vaccination activities) with the following industries or business sectors in the past reporting period: first responders, corrections, food/agricultural workers, postal workers, manufacturing workers, grocery store workers, public transit workers, teachers and educational support staff, child care workers.

Program Evaluation and Measurement Plan

This section should:

- Describe a strong approach to evaluating the success of the project through reference to CDC's Framework for Evaluation.
- Describe a clear approach for tracking progress on SMART objectives, activities, outcomes and performance measures.
- Describe planned participation with partners.
- Describe clear monitoring and evaluation procedures that will be incorporated into planning and implementation

Amarillo Public Health will provide a strong tracking and evaluation system of SMART goals through documentation through VMSG a public health performance management dashboard. Activities and performance measures will be loaded and tracked with the ability to document progress and interaction with partners.

Amarillo Public Health has strong relationships with partners and looks forward to expanding our footprint in the COVID-19 vaccination space, protecting our community through vaccination.

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: City of Amarillo Public Health

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Program Manager - P	Y	Required to lead this team, plan activities, evaluate, and report to DSHS.	1	NA	$4,661.19	36	$167,803
Registered Nurse - P	Y	Required to lead strike teams, provide vaccine to patients and other grant related activities	1	RN	$4,308.71	36	$155,114
COVID DIS - P	Y	Required to conduct provider training, enrollment, TA, and other grant related activities	2	NA	$2,861.83	36	$206,052
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							$0
					SalaryWage Total		$528,969

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

Health Insurance- 19.76%, Life – 0.04%, Social Security Medicare – 1.45%, Social Security OASDI – 6.20%, TMRS – 12.44%, OPEB Funding – 2.43%, State unemployment – 0.11%, Workers compensation – 2.00%

Fringe Benefit Rate %	44.48%
Fringe Benefits Total	$235,285

Revised: 7/6/2009

FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: City of Amarillo Public Health

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Angel Staffing	Public Health Nursing Surge Staffing	Required for COVID-19 vaccination clinics, strike teams, after hours clinics. 10 RN full time 6 days per week for 18 months	hourly	38,880	$68.00	$2,643,840
Express Staffing	Public Health Support Surge Staffing	Required for COVID-19 vaccination clinics, strike teams, after hours clinics. 10 Support staff full time 6 days per week for 18 months	hourly	38880	$16.00	$622,080
						$0
						$0
						$0
						$0
						$0
						$0
						$0
					TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for CONTRACTUAL: **$3,265,920**

F

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	4/27/21	Council Priority	Provide better Customer Service

Department	Transportation / 1731

Agenda Caption

Purchase – This is a purchase for Traffic Signal Equipment to be used on existing intersections, this equipment is the replacement of materials that have reached their lifespan or no longer meet MUTCD mandates or are not compatible with new technology

Traffic Signal Heads – $15,684.00 General Traffic Equipment Corp.
Traffic Signal Heads - $117,740.00 Wildcat Traffic Inc
Traffic Signal Controllers - $34,610.00 Mobotrex
Traffic Flasher/Cabinets - $58,175.00 Consolidated Traffic Signals
Traffic Signal Poles - $60,777.00 Tiger Electric Supply
for a total amount of $286,986.00

Agenda Item Summary

Signal Items used to prevent general maintenance and upgrades to allow to work with newer technology. These items are for Phase 3 of the Traffic Signal improvement project to update technology to run Signalized Intersections efficiently.

Requested Action

Award these items to the lowest bidder of each lot. These items came at an overall cost increase of 0.42% compared to the last purchase of each item.

Funding Summary

Funding in the amount of $286,986.00 for the purchase of Traffic Signals and Materials will be out of Prop 1 Bond job, 462025.17400.2040 Traffic Signal Improvements. The cost $286,986.00 is 12% higher than budgeted due to an increase in steel for signal poles, no state or federal funds will be used for these materials.

Community Engagement Summary

N/A, these are general maintenance or Traffic improvement items

Staff Recommendation

Traffic Field Operations recommends acceptance of this bid as offered.

Bid No. 7000 Traffic Signal Equipment
Opened 4:00 p.m. April 1, 2021

To be awarded by lot.	GENERAL TRAFFIC EQUIPMENT CORP	WILDCAT TRAFFIC INC	MOBOTREX	CONSOLIDATED TRAFFIC CONTROLS INC	TIGER ELECTRIC SUPPLY DBA WILDCAT ELECTRIC SUPPLY	J.Q. & G INC DBA OB TRAFFIC	TRASTAR INC
Line 1 Astro-Brac AB-3009-62, per specifications							
100 ea							
Unit Price	$70.500	$67.000	$74.000	$68.000			
Extended Price	7,050.00	6,700.00	7,400.00	6,800.00	-	-	-
Line 2 Gussett Pole 3 Sec AB-0306-46" One End Threaded, per specifications							
30 ea							
Unit Price	$25.000	$28.000	$30.000	$28.000			
Extended Price	750.00	840.00	900.00	840.00	-	-	-
Line 3 Long Hand Hole Cover AP-1087-pnc, per specifications							
10 ea							
Unit Price	$22.000	$40.000	$42.000	$40.250			
Extended Price	220.00	400.00	420.00	402.50	-	-	-
Line 4 Pedestrian Push Button (SE-2005-08-Yellow), per specifications							
100 ea							
Unit Price	$30.640	$41.000	$38.000	$31.050			
Extended Price	3,064.00	4,100.00	3,800.00	3,105.00	-	-	-
Line 5 4" Aluminum Spun Pole 12', per specifications							
10 ea							
Unit Price	$215.000	$220.000	$334.000	$223.000			
Extended Price	2,150.00	2,200.00	3,340.00	2,230.00	-	-	-
Line 6 Ped Pole Acorn Caps (PB-5401-PN), per specifications							
8 ea							
Unit Price	$20.000	$15.000	$10.000	$13.050			
Extended Price	160.00	120.00	80.00	104.40	-	-	-
Line 7 Arm Kit (AB-4005), per specifications							
50 ea							
Unit Price	$26.000	$28.000	$30.000	$28.000			
Extended Price	1,300.00	1,400.00	1,500.00	1,400.00	-	-	-
Line 8 Confirmation Light With Globe, per specifications							
10 ea							
Unit Price	$99.000	$98.000	$142.000	$139.000			
Extended Price	990.00	980.00	1,420.00	1,390.00	-	-	-

Line 9 12" 3-section, Aluminum Body, Yellow Alumninum Tunnel Visors, Flat Black Louvered Aluminum Black Plate w/LED Inserts, per specifications									
40 ea									
Unit Price	$365.000	$285.000	$280.000	$299.000					
Extended Price	14,600.00	11,400.00	11,200.00	11,960.00	-	-	-		
Line 10 LED Pedestrian Signal Head with Countdown Timer with Yellow Aluminum Egg Crate, per specifications									
20 ea									
Unit Price	$196.000	$250.000	$318.000	$305.000					
Extended Price	3,920.00	5,000.00	6,360.00	6,100.00	-	-	-		
Line 11 TS-2, 54" Base Mounted Complete Cabinet Without Controller. (8 Phase, 4 PED, 4 Overlap), per specifications									
3 ea									
Unit Price			$8,820.000	$10,259.000			$9,500.000		
Extended Price	-	-	26,460.00	30,777.00	-		28,500.00	-	
Line 12 TS-2, 54" Pole Mounted Complete Cabinet Without Controller. (8 Phase, 4 Ped, 4 Overlap), per specifications									
1 ea									
Unit Price			$8,150.000	$11,805.000			$9,500.000		
Extended Price	-	-	8,150.00	11,805.00	-		9,500.00	-	
Line 13 RTC AP22 Time Switch Clock, per specifications									
10 ea									
Unit Price				$452.000			$3,950.000		
Extended Price	-	-	-	4,520.00	-		39,500.00	-	
Line 14 RTC Radio, per specifications									
10 ea									
Unit Price				$891.000					
Extended Price	-	-	-	8,910.00	-	-	-		
Line 15 RTC Flash Cicruit, per specifications									
10 ea									
Unit Price				$159.000					
Extended Price	-	-	-	1,590.00	-	-	-		
Line 16 Morning Star, per specifications									
10 ea									
Unit Price				$143.000					
Extended Price	-	-	-	1,430.00	-	-	-		
Line 17 Solar Panel, per specifications									
5 ea									
Unit Price				$406.000			$550.000		
Extended Price	-	-	-	2,030.00	-		2,750.00	-	
Line 18 TS1 Conflict Monitor, per specifications									

20 ea											
Unit Price				$776.000				$850.000			
Extended Price	-	-	-	15,520.00		-		17,000.00		-	
Line 19 TS2 Conflict Monitor MMU-16Leip Smart Monitor, per specifications											
10 ea											
Unit Price				$1,039.000				$990.000			
Extended Price	-	-	-	10,390.00		-		9,900.00		-	
Line 20 Small Electronics, Transfer Relay, per specifications											
25 ea											
Unit Price				$28.000				$30.000			
Extended Price	-	-	-	700.00		-		750.00		-	
Line 21 Analog Vehicle Detector Stand Alone, per specifications											
20 ea											
Unit Price				$216.000				$1,565.000			
Extended Price	-	-	-	4,320.00		-		31,300.00		-	
Line 22 SDLC Cables, per specifications											
5 ea											
Unit Price				$82.000				$75.000			
Extended Price	-	-	-	410.00		-		375.00		-	
Line 23 TS2 BIU, per specifications											
25 ea											
Unit Price				$245.000				$250.000			
Extended Price	-	-	-	6,125.00		-		6,250.00		-	
Line 24 TS-2 Power Supply, per specifications											
5 ea											
Unit Price				$446.000				$550.000			
Extended Price	-	-	-	2,230.00		-		2,750.00		-	
Line 25 19' Galvanized Traffic Signal Pole with 30' Arm and 15" Bolt Circle, Anchor Bolts, Nut Covers, and Hardware, per specifications											
2 ea											
Unit Price					$4,576.000						
Extended Price	-	-	-	-		9,152.00		-		-	
Line 26 19' Galvanized Traffic Signal Pole with 35' Arm and 16" Bolt Circle, Anchor Bolts, Nut Cover, and Hardware, per specifications											
2 ea											
Unit Price					$5,321.000						
Extended Price	-	-	-	-		10,642.00		-		-	
Line 27 19' Galvanized Traffic Signal Pole with 40' Arm and 16" Bolt Circle, Anchor Bolts, Nut Cover, and Hardware, per specifications											
1 ea											
Unit Price					$5,393.000						

Extended Price	-	-	-	-	5,393.00		-		-
Line 28 30' Galvanized Traffic Signal Pole with 30' Arm and 15" Bolt Circle, Anchor Bolts, Nut Cover, and Hardware, per specifications									
2 ea									
Unit Price					$5,713.000				
Extended Price	-	-	-	-	11,426.00		-		-
Line 29 30' Galvanized Traffic Signal Pole with 35' Arm and 16" Bolt Circle, Anchor Bolts, Nut Cover, and Hardware, per									
3 ea									
Unit Price					$6,023.000				
Extended Price	-	-	-	-	18,069.00		-		-
Line 30 30' Galvanized Traffic Signal Pole with 40' Arm and 16" Bolt Circle, Anchor Bolts, Nut Cover, and Hardware, per specifications									
1 ea									
Unit Price					$6,095.000				
Extended Price	-	-	-	-	6,095.00		-		-
Line 31 12" LED Red, Clear Lenses Only, 120 Volt, per specifications									
850 ea									
Unit Price	$23.500	$21.000	$32.000	$32.000			$45.000	$24.460	
Extended Price	19,975.00	17,850.00	27,200.00	27,200.00	-		38,250.00		20,791.00
Line 32 12" LED Amber, Clear Lenses Only, 120 Volt, per specifications									
750 ea									
Unit Price	$23.500	$21.000	$34.000	$32.000			$45.000	$24.460	
Extended Price	17,625.00	15,750.00	25,500.00	24,000.00	-		33,750.00		18,345.00
Line 33 12" LED Green, Clear Lenses Only, 120 Volt, per specifications									
750 ea									
Unit Price	$23.500	$21.000	$38.000	$32.000			$45.000	$24.460	
Extended Price	17,625.00	15,750.00	28,500.00	24,000.00	-		33,750.00		18,345.00
Line 34 12" LED Red Arrow, Clear Lense Only, per specifications									
60 ea									
Unit Price	$28.300	$24.000	$50.000	$34.000			$55.000	$26.980	
Extended Price	1,698.00	1,440.00	3,000.00	2,040.00	-		3,300.00		1,618.80
Line 35 12" LED Amber Arrow, Clear Lenses Only, 120 Volt, per specifications									
150 ea									
Unit Price	$28.300	$26.000	$60.000	$34.000			$48.990	$26.980	
Extended Price	4,245.00	3,900.00	9,000.00	5,100.00	-		7,348.50		4,047.00
Line 36 12" LED Green Arrow, Clear Lenses Only, 120 Volt, per specifications									
150 ea									
Unit Price	$28.300	$26.000	$64.000	$34.000			$49.990	$27.700	
Extended Price	4,245.00	3,900.00	9,600.00	5,100.00	-		7,498.50		4,155.00

Line 37 LED Pedestrian Signal head With Countdown Timer/Insert Only No Egg Crate, per specifications								
450 ea								
Unit Price	$85.000	$95.000	$108.000	$119.000		$155.000	$106.000	
Extended Price	38,250.00	42,750.00	48,600.00	53,550.00	-	69,750.00	47,700.00	
Line 38 6-8" Pole and Able to Communicate Through a Cradlepoint Cellular Modem with IP, per specifications								
110 ea								
Unit Price								
Extended Price	-	-	-	-	-	-	-	
Line 39 6-8" Pole and Able to Communicate Through a Cradlepoint Cellular Modem with IP, per								
30 ea								
Unit Price								
Extended Price	-	-	-	-	-	-	-	
Line 40 36" Signal Work Ahead, per specifications								
12 ea								
Unit Price								
Extended Price	-	-	-	-	-	-	-	
Line 41 36" Right/Left/Center (Patch) Lane Closed, per specifications								
12 ea								
Unit Price								
Extended Price	-	-	-	-	-	-	-	
Line 42 base for 36" Sign (Base Simular to Aephyr in Size and Style), per specifications								
30 ea								
Unit Price								
Extended Price	-	-	-	-	-	-	-	
Line 43 44" Tall Barrels with Rubber Base Ring, per specifications								
25 ea								
Unit Price								
Extended Price	-	-	-	-	-	-	-	
Line 44 Sign to be used for traffic control when working on signal projects and setting up traffic control, per specifications								
25 ea								
Unit Price								
Extended Price	-	-	-	-	-	-	-	
Line 45 36" Signal Work Ahead, per specifications								
5 ea								
Unit Price								
Extended Price	-	-	-	-	-	-	-	

G

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO®
CITY MANAGER

Meeting Date	April 27, 2021	**Council Priority**	Transportation
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas		

Agenda Caption

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

This item is to consider approval of Change Order 1 to the construction contract for the FY 20/21 Street Maintenance project to: Intermountain Slurry Seal Inc. in the amount of $296,231.68.

Agenda Item Summary

The purpose of this Change Order 1 is to change the application rate for microsurfacing and add microsurfacing to cul-de-sacs in additional areas. Microsurfacing cul-de-sacs in map sections J15, J16, J17, K15, and K16 will allow city-crews to more-efficiently maintain the residential streets in these areas.

Requested Action

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

Funding Summary

Funding for this change order will be available in the Project Budget 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

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

Staff Recommendation

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

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

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

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

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

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

To be awarded as one lot	Intermountain Slurry Seal	
Line 28 Tree Trimming (TxDOT Item 752), per specifications		
1,500 ea		
Unit Price	$25.000	
Extended Price		$37,500.00
Line 29 Relocation of Vehicles, per specifications		
1 ls		
Unit Price	$15,000.000	
Extended Price		$15,000.00
TOTAL BID - PROJECT NO. 462156		$5,654,176.08
Change Order #1		$296,231.68
Revised Total		$5,950,407.76



H

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	April 27, 2021	**Council Priority**	Fiscal Responsibility, Best Practices, Customer Service
Department	Public Works - Fleet Services Division		
Contact	Glenn Lavender, Fleet Services Superintendent		

Agenda Caption

CONSIDER: Purchase of ASL Automated Side Loaders for Cart Service. Addition to Fleet

Award to: East Texas Mack Truck Sales LLC $329,320.00
Purchase will be thru TIPS Contract 170802

Agenda Item Summary

20/21 Budget approved addition to Solid Waste Collection Division to manage residential Kart collection service.

Requested Action

Recommend purchase approval of ASL Automated Side Loader for Solid Waste Collection Division. This purchase will be on TIPS Contract #170802. TIPS contract assures discounted governmental pricing and quicker delivery schedules. Contract purchase of equipment allows for uniformity of specialized equipment, control maintenance cost associated with training and repair compared to multiple manufacturers.

Funding Summary

Funding for this purchase will be from 61120.84100 Fleet Services Auto – Rolling Stock & Equipment.
Total Purchase $329,320.00

Community Engagement Summary

Solid Waste Division held Community Engagement meetings to begin Kart collection service. Discussion over change of Customer Refuse collection practices concerning refuse dumpsters in streets, public right of ways, residential dumpster front curb, and hand bag collection locations. Continued expansion of residential kart services

Staff Recommendation

Staff Recommends approval of purchase of ASL Automated Side Loaders – Cart Style.

Bid No. 7029 AUTOMATED SIDE LOADER
Opened April 16, 2021

To be awarded as one lot		EAST TEXAS MACK TRUCK SALES LLC
Line 1 2021 Mack/Heil LR64R - 28 Yard Python Side Loader Complete, per specifications		
10 ea		
Unit Price	$329,245.000	
Extended Price		329,245.00
Line 2 Documentary Fee, per specifications		
10 ea		
Unit Price	$75.000	
Extended Price		75.00
Bid Total		$329,320.00
City		Longview, TX

I

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	April 27, 2021	**Council Priority**	Economic Development
Department	Economic Development and Neighborhood Revitalization	**Contact Person**	Andrew Freeman, Managing Director of Planning and Special Projects

Agenda Caption

CONSIDER AWARD – SPORTS FACILITIES DEVELOPMENT, LLC. CONTRACT

This contract is for professional consulting services related to creating a financial feasibility study for an outdoor sports tourism complex in the East Gateway TIRZ #2 Zone, in the amount of $48,500.

Agenda Item Summary

This contract is for professional consulting services related to creating a financial feasibility study for an outdoor sports tourism complex in the East Gateway TIRZ #2 Zone. This type of project is one of the highest priority goals identified in the Zone's Project and Financing Plan.

TIRZ #2 has already completed a market analysis which indicates there is demand for such a facility. This contract will define the scope of the facility, created a detailed financial pro forma and provide guidance to the TIRZ #2 Board regarding what it will look like, how much it will cost, how it operates, what economic impact it will create, how it can be financed and who can be engaged.

The process takes about 2-3 months to complete and the contract amount is $48,500. TIRZ #2 owns the study and it can be used to work with master developers, owner operators and financial partners in the future.

The TIRZ #2 Board unanimously approved the contract at their April 15th, 2021 meeting. As an Advisory Board to the City Council, City Council approval is required.

Requested Action

The item may be acted upon by one motion on the consent agenda.

Funding Summary

The cost is $48,500. TIRZ #2 sets aside funding each year in the budgeting process for professional services.

Community Engagement Summary

This professional services contract was discussed at multiple TIRZ #2 Board meetings open to the public.

Staff Recommendation

City staff is recommending approval of the contract.

AGREEMENT

This Agreement ("Agreement") dated April 15, 2021, is made by and between Sports Facilities Development, LLC ("SFA") and the City of Amarillo ("Client") for SFA's financial feasibility planning work and related services concerning the sports tourism complex as part of the East Gateway Initiative ("Project"). All references herein to the "Parties" shall refer collectively to SFA and Client. Any reference to "Party" shall refer singularly to either SFA or Client, as context indicates.

Background and Purpose

Client is a public municipality located in Amarillo, Texas that wishes to engage SFA to provide planning services with respect to the Project.

Client desires to engage SFA for this purpose, and SFA desires to perform the work.

In consideration of the foregoing, the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally and equitably to be bound, mutually agree as follows:

Article 1
Scope of Work

1.01. Scope of Work.

The principal purpose of the scope of work is to assist Amarillo in defining the financial potential of a sports tourism concept in the East Gateway through a detailed financial forecast (pro forma) and economic impact analysis. The specific tasks that SFA is to perform under this Agreement (the "Services") are set out in the "Proposed Services" document attached as Exhibit A to this Agreement, which is incorporated herein by reference.

1.02. Change in the Services.

Any change in the Services representing a material increase in the overall amount of work to be performed by SFA or a material alteration of the timeframe for completing it, including any Additional Compensation related thereto, must be approved in writing by both the SFA Team Leader and the Client Representative (each as defined below). SFA shall have no duty to perform any work in excess of the Services unless such additional work is first approved by both Parties in accordance with this Section 1.02.

Article 2
Staffing and Interaction

2.01. SFA Staffing.

SFA's Senior Project Manager, Jim Arnold/Evan Eleff, ("SFA Team Leader") shall direct the overall work effort. Jim Arnold/Evan Eleff/Dan Morton ("SFA Coordinator") shall coordinate the day-to-day work. SFA may reassign or substitute the SFA Team Leader or SFA Coordinator (a) upon consent by Client, whose consent shall not be unreasonably withheld, conditioned, or delayed, or (b) upon the unavailability of previously assigned personnel due to termination of employment; illness; personal, medical, or family leave; or other factors beyond SFA's control. SFA will assign, reassign, and substitute other staff to provide assistance with the Services as necessary.

2.02. Client Representative.

Clear and timely communication between the Parties is essential to the successful and timely completion of the Services. Accordingly, Client's Economic Development and Neighborhood Revitalization Manager, Emily Koller, ("Client Representative") shall serve as SFA's point of contact for purposes of providing instructions to SFA concerning the Services. Client shall be deemed to have provided instructions to SFA for purposes of this Agreement only if the Client Representative communicates such instructions in writing or confirms verbal instructions in writing within a reasonable period. Only one person at a time shall be authorized to serve as the Client Representative and provide instructions to SFA under this Agreement. Upon not less than five (5) calendar days' prior written notice, Client may substitute another person to serve as the Client Representative under this Agreement.

2.03. Client Interaction.

SFA expects to call on appropriate Client personnel and other designees of Client for purposes of gathering information and conducting research in connection with the Services. The close involvement of Client's senior decision makers may be required to identify both short- and long-term goals and constraints. Accordingly, Client shall provide SFA with timely input and feedback from its senior decision makers, as well as access to information, facilities, and other personnel or designees upon reasonable request from SFA.

Article 3
Term and Timing

3.01. Term.

The term of this Agreement (the "Term") shall commence on the date Client delivers an executed copy of this Agreement to SFA (the "Commencement Date") and shall end within 12 weeks of the effective date of this Agreement, unless earlier terminated or extended by the Parties as provided for in this Agreement.

3.02. Timing.

SFA shall begin its work on the Commencement Date. SFA shall devote commercially reasonable efforts to meeting all target dates set forth in Exhibit A, and shall complete the Services no later than the

date specified for its delivery on Exhibit A, provided that Client has complied with its obligations under this Agreement. The Parties shall use commercially reasonable efforts to coordinate specific dates for meetings with key participants and for other events or meetings in connection with the Services.

Article 4
Compensation

4.01. Amount of Compensation.

A. For work performed in connection with the Services, SFA shall be paid a fixed fee of $48,500 (the "Fixed Fees").

4.02. Method of Payment.

A. SFA shall submit to Client monthly invoices for Fixed Fees, together with any balance forward. The percentage of the Fixed Fees invoiced each month shall correspond to the percentage of the Services that has been completed, but not previously invoiced, as of the end of the billing period to which the invoice relates.

B. SFA shall be entitled to assess a monthly finance charge in an amount equal to the "Prime Rate" plus one percent (1%) of any fees and expenses that are not paid within sixty (60) calendar days after the date of invoice. For purposes of this Agreement, Prime Rate means the interest rate offered from time to time by money center banks as published in the "Money Rates" section of The Wall Street Journal, or if no longer available, such other publication as SFA may designate.

C. Client may designate in writing a representative to serve specifically as SFA's point of contact for the submission of invoices and for questions concerning payment status. If Client does not designate such a person, SFA will submit invoices and questions concerning payment status to the Client Representative.

D. Client shall make all payments to SFA in United States currency.

4.03. Additional Compensation.

A. Notwithstanding anything to the contrary in this Agreement, SFA shall be entitled to additional compensation ("Additional Compensation") if, subsequent to the Commencement Date:

(i) Client and SFA agree to increase the scope, objectives, and/or timetable of the Services in accordance with Section 1.02 hereof;

(ii) Client otherwise requests or causes SFA to perform substantial additional services not contemplated in the Services; or

(iii) Client fails to provide instructions or requested information in a timely manner, makes substantial corrections to instructions or information previously provided, or makes personnel changes that materially affect SFA's performance under this Agreement.

B. If Additional Compensation arises under:

(i) Section 4.03(A)(i) hereof, the Additional Compensation shall be as decided by the Parties pursuant to Section 1.02 hereof, or

(ii) Section 4.03(A)(ii) or (iii), the Parties shall attempt to negotiate a modification to establish the amount of Additional Compensation in accordance with Section 1.02 of this Agreement. Notwithstanding the foregoing, the Parties reserve their respective rights concerning the fair value of any services provided beyond the Services.

4.04. SFA Financial Information.

SFA's Federal Tax Identification Number is 38-4121207.

4.05. Legal Costs.

Notwithstanding anything to the contrary contained in this Agreement, should SFA become involved in a claim, complaint, or other action (a "Project Claim") as a result of SFA's work on the Project and such involvement is not due to SFA's material breach of this Agreement or its gross negligence or willful misconduct, then Client shall reimburse SFA for any reasonable legal, technological, travel, labor, or any other direct costs (collectively, "Legal Costs") actually incurred by SFA in connection with or resulting from any Project Claim. Such Legal Costs include, without limitation, answering correspondences, court orders, or subpoenas; preparing testimony or documentation; reviewing and delivering records; providing testimony or interviews; and consulting with Client or Client's agents, attorneys, or representatives. Client agrees that Legal Costs shall be paid by Client in addition to the Fixed Fees, Reimbursable Expenses, and any Additional Compensation, or Confidential Information Costs otherwise due and payable under this Agreement.

Article 5
Work Product and Intellectual Property

5.01. Work Product and Intellectual Property Rights.

A. Client is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Work Product, including all Intellectual Property Rights therein. Client acknowledges that some of the materials to be included in the Work Product are preexisting and were created in the normal course of SFA's business, including, without limitation, SFA's Proprietary Models. Capitalized terms used in this paragraph and not previously defined have the meanings assigned to them in Section 5.04 below.

B. SFA acknowledges and agrees that any and all Work Product that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. §101) is not deemed to be "work made for hire" for Client, and all copyrights therein shall automatically and immediately vest in SFA. Notwithstanding the foregoing, SFA agrees to share copyrights in any Work Product with Client. As author of the Work Product, SFA shall have the right to apply for copyright registration for all or any portion of such Work Product, and shall identify Client as a joint copyright claimant in any such application.

C. Client shall be entitled to use Work Product for purposes of acting on information or recommendations contained therein, providing background information or guidance for any other project that Client seeks to evaluate, or servicing any other purpose related to Client's institutional mission. SFA shall be entitled to use Work Product in the normal course of its business activities.

5.02. Proprietary Models.

Notwithstanding anything to the contrary contained in this Agreement, SFA shall retain all right, title, and interest throughout the world in and to all of its Proprietary Models. SFA hereby grants a limited, nonexclusive license to Client to use Proprietary Models contained within Work Product created under this Agreement for Client's own internal, noncommercial use in connection with the Project, provided that the Proprietary Models are not shown or provided to anyone other than Client's trustees, officers, directors, employees, accountants, or attorneys without SFA's prior, express written consent.

5.03 Assignment and Enforcement.

Neither Party shall assign, grant, or license its copyright interests in Work Product to any third party without the prior written consent of the other Party, whose consent shall not be unreasonably withheld, conditioned, or delayed. Each Party shall cooperate with the other Party's reasonable efforts to enforce copyrights in Work Product against infringing third parties. If Client is required by law to release Work Product to third parties, Client shall redact or otherwise protect SFA's Proprietary Models to the fullest extent permitted by law.

5.04. Definitions.

For purposes of this Agreement:

A. "Intellectual Property Rights" shall mean any and all rights arising in the United States or any other jurisdiction throughout the world in and to (i) patents, patent disclosures, and inventions (whether

patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and works of authorship (whether copyrightable or not), including computer programs, mask works, and rights in data and databases, (iv) trade secrets, know-how, and other confidential or proprietary information, and (v) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.

B. "Proprietary Models" shall mean all patents, trademarks, copyrights, trade secrets, registered designs, service marks, trade names, logos, inventions, and all other intellectual property rights relating to proprietary software, analytical models, methods, and techniques that SFA owns and uses in the course of its business activities, including, without limitation, performing work pursuant to this Agreement.

C. "Work Product" shall mean the Services and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by SFA solely or jointly with Client or others in the course of performing the Services and based on, derived from, or otherwise using Client's facilities, personnel, or other resources, and all printed, physical, and electronic copies, and other tangible embodiments of any of the foregoing.

Article 6
Confidential Information

6.01. General Prohibition Against Delivery of Confidential Information.

Except to the extent permitted by Section 6.02, Client shall not provide to SFA, whether directly or indirectly, intentionally or inadvertently, any of the following information ("Confidential Information"):

A. information relating to Client or any of its employees, or other affiliated persons or legal entities that is not within the public domain, or

B. information that Client has specifically marked or stamped as confidential; or

C. personally identifiable information associated with officers, directors, employees, or any other person associated with Client, including, without limitation, health, financial, or familial information.

6.02. Limited Exceptions to Prohibition Against Delivery of Confidential Information.

A. If the Services include review or analysis of Client's financial or operating data, development plans, market strategies, debt structure, or legal contracts, Client agrees to provide to SFA

only such information and documents as SFA requests in order to perform the Services (the "Client Business Data").

B. If the Services include one or more surveys of Client's personnel or students, Client agrees to provide to SFA only such information as SFA requests in order to create, implement, and analyze the survey or surveys (the "Survey Information").

6.03. Limited Use and Protection of Business Data and Survey Information.

A. By delivering Client Business Data and Survey Information to SFA, Client consents in all respects to SFA's use of such information in connection with the Services established by this Agreement, and by accepting Client Business Data and Survey Information from Client, SFA agrees to use such information only in connection with the Services established by this Agreement and not for any other purpose. If Client notifies SFA's Team Leader that Client considers any of the Client Business Data or Survey Information to constitute Confidential Information, SFA agrees to protect such information in the same manner in which SFA protects its own confidential information, but in no case with less than a reasonable standard of care.

6.04. Costs Related to Confidential Information.

If Client requests that SFA enter into agreements, adopt policies, or take actions in order to protect Confidential Information (whether provided to SFA as Client Business Data or Survey Information or otherwise provided by Client to SFA in violation of Section 6.01) in addition to SFA's then-current agreements, policies, and actions with respect to protection of its own confidential information, any costs incurred by SFA as a result of such request, including, without limitation, the reasonable fees and expenses of legal counsel ("Confidential Information Costs") shall be paid or reimbursed by Client. Confidential Information Costs include, without limitation, expenses related to destruction or secure storage of Confidential Information and any cost arising from a claim or action (sounding in contract, tort, or otherwise) related to Confidential Information provided to SFA by Client.

Article 7
Non-Solicitation

7.01. Non-solicitation

A. In consideration of SFA's agreement to provide services pursuant to this Agreement through valued employees who may have specialized knowledge of SFA's trade secrets, intellectual property, and proprietary methods, Client covenants and agrees that, during the term of this Agreement and for a period of twelve (12) months from the later of the cancellation or completion of the Project, neither Client nor any of its affiliates or subsidiaries shall, without SFA's prior written consent:

(i) Knowingly solicit or hire as an employee of Client,

(ii) Knowingly solicit or retain as an independent contractor to Client, or

(iii) otherwise knowingly induce, influence, or encourage to terminate employment with SFA any current or former employee of SFA who performed any services for Client while employed by SFA to perform professional services for Client that are substantially similar in nature and/or scope to the professional services that the person was assigned to perform on the Project while employed by SFA; provided, however, that this restriction shall not apply to employees of SFA formally terminated by SFA prior to Client's solicitation or influence thereof.

B. This Article 7 may be specifically enforced in any court of competent jurisdiction, and attorneys' fees shall be awarded to SFA in any such enforcement action, regardless of any other provision of this Agreement.

Article 8
Publicity

8.01. Public Relations.

Client shall be solely responsible for the preparation and dissemination of press releases and other information concerning its assessments, objectives, and positions concerning the Project. Subject to compliance with the provisions of this Agreement relating to Business Data or Survey Information set forth in Section 6.03 above, SFA shall be entitled, without limitation, to issue press releases, respond to media inquiries, and disseminate promotional materials and photography (including, without limitation, electronic publication through social media, blogs, vlogs, or other methods of dissemination over the Internet) concerning its engagement as a consultant to Client, the work being performed by SFA for the Client, and the Project.

8.02. Media Statements Regarding Adverse Circumstances.

Should an adverse circumstance occur related to the Project, the Services, or the Client's business generally, neither Party shall make any statement referencing, directly or indirectly, the other Party to or in the media referencing or relating to such circumstance (including, without limitation, electronic media such as social media, blogs, vlogs, or other methods of dissemination over the Internet) without the prior written consent of the other Party.

Article 9
Termination

9.01. Termination.

Either Party may terminate this Agreement for Cause (defined as a material breach of this Agreement, gross neglect of duty, or willful misconduct) after affording the other Party reasonable notice

and opportunity to cure. Notice of termination shall be provided by certified mail, return receipt requested, addressed to the non-terminating Party as required in Section 12.06 of this Agreement. Either Party may terminate this Agreement without Cause at any time and for any reason upon not less than sixty (60) calendar days' prior written notice to the other Party.

9.02. Method of Termination.

Notice of breach or termination shall be provided by certified mail, return receipt requested, addressed to SFA Team Leader or Client Representative, as applicable.

9.03. Compensation Upon Termination.

Upon termination of this Agreement, SFA shall be entitled to payment within ten (10) business days of the date of the final invoice in an amount equal to the sum of (i) all outstanding invoices, (ii) the percentage of the Fixed Fees and Additional Compensation (if any) that corresponds to the percentage of the Services developed prior to the date of termination, but not yet paid or invoiced, and (iii) all Reimbursable Expenses, Legal Costs, and Confidential Information Costs incurred prior to the date of termination, but not yet paid or invoiced.

9.04. Preservation of Rights.

Upon termination of this Agreement, each Party shall be entitled to assert all claims and seek all remedies available to that Party under the terms of this Agreement and applicable law.

9.05. Survival of Certain Provisions.

Notwithstanding any other provision of this Agreement, the Parties' respective rights and obligations under Articles 4, 5, and 9 and Sections 6.04, 7.01(B), and 10.02 of this Agreement shall survive termination.

Article 10
Limitation of Liability and Insurance

10.01. Independent Contractor.

In the performance of its duties and obligations under this Agreement, SFA is an independent contractor. The details of the method and manner for performance of the Services by SFA shall be under its own control, Client being interested only in the results thereof. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties (or any of their respective employees, agents, or subcontractors), and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

10.02. Third-party Claims.

A. To the extent allowed by law, SFA shall be held harmless against third-party claims, liability, and expenses (including judgments, penalties, fines, settlements, court costs, and awards of attorneys' fees) arising from Client's gross negligence or willful misconduct in the course of performing this Agreement. Likewise, Client shall be held harmless against third-party claims, liability, and expenses (including judgments, penalties, fines, settlements, court costs, and awards of attorneys' fees) arising from SFA's gross negligence or willful misconduct in the course of performing this Agreement. Nothing in this Agreement shall be construed to require either Party to obtain insurance to protect the other Party against third-party claims, liability, and expenses.

B. Notwithstanding the above Section 10.02(A), should SFA incur any liability or expenses from claims arising from Client's gross negligence or willful misconduct in the course of performing this Agreement, Client agrees such liability and expenses will be included in the definition of Legal Costs in Section 4.05 of this Agreement.

10.03. Insurance.

SFA represents and warrants that it maintains statutory workers' compensation insurance, employer's liability insurance to the extent required by law, commercial general liability insurance in the amount of $1,000,000, and an umbrella policy of $9,000,000 covering personal and bodily injury, as well as property damage. Further, SFA maintains professional liability insurance in the amount of $2,000,000. Upon execution of this Agreement, SFA will issue a Certificate of Insurance with the Client listed as additional insured. Upon request, SFA will furnish Client with copies of all pertinent certificates of insurance.

10.04. Limitation of Liability.

A. Neither Party shall be liable to the other Party for any consequential, exemplary, special, incidental, or punitive damages sounding in contract or tort except as may arise from breach of Article 5 or as may be necessary to provide indemnification in accordance with Section 10.02(A) against actions or claims asserted by third parties.

B. In no event shall SFA's aggregate liability arising out of or related to this Agreement and the services provided hereunder, whether sounding in contract or tort (including negligence) or otherwise, exceed the amount of the Fixed Fees actually paid under this Agreement.

10.05. No Personal Liability.

All actions or claims against either Client or SFA arising under or relating to this Agreement shall be made only against such Party as a corporation or other legal entity, and any liability relating thereto shall be enforceable only against the assets of such Party.

10.06. No Certifications or Licensures.

SFA is not a certified or licensed accountant, contractor, architect, engineer, financial advisor, municipal advisor, or attorney, and Client agrees that SFA has not held itself out as holding any such certifications or licenses in any state or the District of Columbia.

10.07. Estimates and Projections.

Estimates and projections relating to development budgets, finance, and other aspects of SFA's analysis, which may be reduced to writing in the Services, will be based upon reasonable assumptions, information provided to SFA by Client or other sources, reasonable analytical techniques, and professional judgment. Actual costs and financial performance, however, will be influenced by market and other external factors. Accordingly, SFA does not represent or warrant that its estimates and projections will reflect Client's actual costs and financial performance.

Article 11
Representations

11.01. Representations of Client.

A. Client is a public municipality, organized and existing under the laws of the state of Texas. By proper action, and in accordance with all applicable law, Client has duly authorized the execution, delivery, and performance of this Agreement. Client's obligations under this Agreement constitute legal, valid, and binding obligations of the Client enforceable against the Client in accordance with the terms hereof, except as enforcement thereof may be limited by (i) bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights, and (ii) general principles of equity, including the exercise of judicial discretion in appropriate cases.

B. The execution and delivery of this Agreement, Client's obligations under this Agreement, and the actions of Client contemplated hereby do not conflict with or constitute a breach of or default under any law or regulation to which Client is subject and do not conflict with or constitute a breach of or default under the terms and conditions of any agreement or commitment to which Client is a party or by which Client is bound.

11.02. Representations of SFA.

A. SFA is a limited liability company duly organized, validly existing, and in good standing under the laws of the Florida.

B. SFA has the corporate power to enter into this Agreement and perform the Services contemplated herein.

Article 12
Miscellaneous

12.01. Waiver.

No waiver of any of the terms of this Agreement or any breach of its terms shall be effective unless such waiver is in writing and signed by the waiving Party. No waiver of any breach shall be deemed a waiver of any other subsequent breach.

12.02. Severability.

If any term, covenant, or condition contained herein is adjudged invalid or unenforceable to any extent, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.03. No Third-Party Beneficiary.

The provisions of this Agreement are for the exclusive benefit of Client and SFA. Notwithstanding anything to the contrary contained in this Agreement, no third party may seek to enforce or benefit from the provisions of this Agreement.

12.04. Assignment; Subcontracting.

Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent. SFA shall be entitled to engage subcontractors to assist SFA in its performance of this Agreement; provided, that SFA's engagement of any subcontractor shall not relieve SFA of its obligations to Client under this Agreement or impose any liability or obligations upon Client to any such subcontractor.

12.05. Execution; Counterparts; Electronic Signatures.

A. Each Party executes this Agreement intending to be legally bound in accordance with its terms and conditions, and each Party represents and warrants that the person signing this Agreement on its behalf has full authority to bind such Party to the covenants, terms, and conditions stated herein.

B. If this Agreement is executed by each Party on separate counterparts, all such counterparts together shall constitute one agreement binding on the Parties hereto, notwithstanding that both Parties are not signatories to the original or the same counterpart.

C. Each Party agrees that the electronic signatures, whether digital or encrypted, of any Party are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including electronic mail ("E-mail") signatures.

12.06. Notices

A. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted by this Agreement to be made upon, given, furnished to, or filed with either of the Parties to this Agreement with respect to the matters covered by this Agreement must be in writing and be delivered by one of the following methods: (i) by personal delivery, (ii) by registered or certified first-class mail, or (iii) by E-mail. Any specific reference in this Agreement to "written notice" shall not be construed to mean that any other notice may be oral, unless oral notice is specifically permitted by this Agreement under the circumstances. The hand delivery address, mailing address, and (if applicable) instructions for receipt by E-mail of notices or other documents by such Parties are set forth below:

If to SFA:

Jason Clement, CEO
Sports Facilities Development, LLC
600 Cleveland Street, Suite 910
Clearwater, FL 33755

With a copy to:

Bruce Rector
General Counsel
Sports Facilities Companies
600 Cleveland Street, Suite 910
Clearwater, FL 33755

If to Client:

City of Amarillo
601 S. Buchanan
Amarillo, TX 79101
Attn: Emily Koller
emily.koller@amarillo.gov

With a copy to:

City of Amarillo
601 S. Buchanan
Amarillo, TX 79101
Attn: Trent Davis
trent.davis@amarillo.gov

B. Each Party may change its address or instructions for the delivery of notice hereunder by providing written notice of said change to the other Party, in the manner specified above, five (5) calendar days prior to the effective date of said change. Each Party also shall have the right from time to time to specify additional parties to whom notice must be given by delivering to the other Party five (5) calendar days' prior written notice thereof setting forth the delivery instructions of such additional parties.

C. Any notice, demand, consent, approval, request, and other communication duly sent in accordance with this Agreement shall be deemed to be received (i) if delivered in person or by a recognized delivery service when left at the address of the recipient; (ii) if sent by certified or registered mail, return receipt requested, three (3) business days after the date on which such notice was deposited in the U.S. Mail, and (iii) if sent by E-mail, the day on which the notice is transmitted to the correct address, unless sender receives any notification of non-delivery, in which case such notice shall not be deemed received until the date on which it is resent without sender receiving a non-delivery notice.

12.07. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas with Venue in Potter County, Texas.

12.08. Dispute Resolution.

A. The Parties shall resolve any dispute, controversy, disagreement, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "Dispute") under the provisions of this Section 12.08. The procedures set forth in this Section 12.08 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time and are an express condition precedent to litigation of the Dispute.

B. A Party shall send written notice to the other Party of any Dispute ("Dispute Notice"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between the Parties' executives. In the event that such Dispute is not resolved on an informal basis by the Parties' executives within thirty (30) calendar days after one Party delivers the Dispute Notice to the other Party (or such longer period as may be mutually agreed upon at the time), either Party may initiate mediation under Section 12.08(C) below.

C. Subject to having complied with the requirements of Section 12.08(B), the Parties may submit the Dispute to any mutually agreed upon mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the Dispute and the relief requested. The Parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses will be shared equally between the Parties. Each Party shall bear the expenses it incurs in preparing and presenting its own case.

D. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding

involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

E. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, (i) the failure of either Party to agree to enter into a mediation process within fifteen (15) calendar days from the date the informal negotiations between the Parties' executives conclude or (ii) agree to any settlement proposed by the mediator, either Party may file suit in a court of competent jurisdiction.

F. Nothing in this Agreement shall be construed to prevent either Party from moving a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other emergency relief to restrain the other Party from releasing Work Product, Improvements, or Proprietary Models to a third party, or seeking to transfer intellectual property rights thereto, in contravention of Article 5 above. Each Party shall be entitled to assert damage claims in such proceedings.

G. Nothing in this Section 12.08 shall be construed to limit or otherwise affect the Client's right to terminate this Agreement with or without Cause pursuant to the provisions of Article 9 of this Agreement.

12.09. Waiver of Jury Trial.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE WORK CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

12.10. Entire Agreement; Modification.

This Agreement is the complete and exclusive statement of the Parties' agreement regarding the subject matter contained herein and supersedes all other agreements and communications with respect to its subject matter, including any inconsistent terms contained in marketing materials, presentations, or any purchase order issued in regard to the subject matter. This Agreement may not be modified, amended, or waived, in whole or in part, except by subsequent written agreement signed by Client and SFA.

(The remainder of this page is intentionally blank.)

The Parties have executed this Agreement as of the last date written below.

SPORTS FACILITIES DEVELOPMENT, LLC.

By: _____
Name (print): James Eric Sullivan
Title: MANAGER
Date: APRIL 13, 2021

CITY OF AMARILLO, TEXAS

By: _____
Name (print): Jared Miller
Title: City Manager
Date: 04/14/2021

EXHIBIT A

Scope of Work, Fees, and Schedule

SFA | SCOPE OF SERVICES

Step 1: Project Kick-Off Call
In this step, SFA will set up an initial phone call with your team to cover six topics that allow the SFA team to begin its work. Those topics are:

- Introductions
- Project History
- Existing Data
- Potential Partners and Stakeholders
- Key Dates for the Project
- Other Questions & Answers

Step 2: Existing Data Review & Market Analysis
In this step, SFA will review any existing data, documentation, and/or resources you provide related to your project. SFA will then conduct preliminary market research, which will encompass demographics, sports participation in the region, and an analysis of existing service providers (competition).

Step 3: Remote Development Planning Session (DPS)
The DPS is a "deep-dive" planning and strategy session that will focus on defining success and refining your vision, value propositions, financial resources and core competencies, products and services, strategic alliances, and financial success metrics. During the DPS, SFA will also share data from its preliminary market assessment, including key demographic and socioeconomic factors, participation rates, and other market insights. This will be held via a teleconference via Zoom meeting.

Step 4: Detailed Financial Forecast (Pro Forma)
In this step, SFA will complete more in-depth research/analysis to produce a 5-year cash flow forecast and 20-year financial outlook. SFA's pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

The pro forma will provide you with detailed financial projections related to and based on:

- The ideal business model
- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking
- Revenue by product/program
- Direct/variable costs (Cost of Goods Sold)
- Facility and operating expenses
- Management and staffing model
- Utilization Projections

Step 5: Economic Impact Analysis
In this step, SFA will project the economic impact of the facility on an annual basis. Economic impact is defined as new off-site spending that will occur in the market as a result of tournaments and events held at the facility. This information is used to project economic activity from out-of-town visitors who would not be in the market but for the events that will be held at the facility.

The results, primarily quantified as room nights generated and direct spending, are used by elected officials and private developers alike to understand the impact that the venue will have on the lodging, dining, retail, entertainment, and transportation industries as well as on the tax base of the municipalities that benefit from new spending.

SFA's economic impact projections are developed based on projections for tournaments and events throughout the pro forma and reflective of several key drivers of economic impact, including:

- Number of Events
- Number of Teams
- Number of Participants
- Number of Affiliated Spectators
- Percent of Participants and Affiliated Spectators from Out of Town
- Length of Stay
- Average Daily Rate (ADR)
- Average Daily Expenditures (ADE)

Step 6: Feasibility Report

In this step, SFA will produce a detailed Feasibility report for your project. The Feasibility Report will feature the following sections:

- Executive Summary
- Market Overview
- Facility Overview
- Programs, Products, and Services
- Financial Performance Overview
- Conclusion and Next Steps

Total Price Quote: $48,500.00

This quote assumes a first-draft review and one round of modifications for the pro forma. The draft pro forma will be delivered 6-8 weeks from the Development Planning Session. The final pro forma will be delivered approximately 2-3 weeks from the draft pro forma.

Please Note: This proposal is valid for 60 days from issuing date.

A

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	April 27, 2021	**Council Priority**	Public Safety
Department	Office of Emergency Management		
Contact	Chip Orton, Director of Emergency Management		

Agenda Caption

CONSIDER RESOLUTION – ADOPTING THE AMARILLO AREA HAZARD MITIGATION PLAN 2020
(Contact: Chip Orton, Director of Emergency Management)
This item is consideration of a resolution to adopt the 2020 update to the Amarillo Area Hazard Mitigation Plan. This plan is a core component of the emergency management program to identify community hazards and highlight mitigation strategies to enhance community resiliency.

Agenda Item Summary

Adoption of the Amarillo Area Hazard Mitigation Plan requires a public hearing and resolution by each participating jurisdiction (City of Amarillo, Potter County, and Randall County). The Federal Emergency Management Agency (FEMA) and Texas Division of Emergency Management (TDEM) have provided contingent approval of the 2020 update, pending resolution from the jurisdictions.

Requested Action

To approve the resolution adopting the Amarillo Area Hazard Mitigation Plan 2020.

Funding Summary

N/A

Community Engagement Summary

- Presentation to the City of Amarillo City Council (April 27, 2021).
- Presentation to the Potter County Commissioners Court (April 12, 2021).
- Presentation to the Randall County Commissioners Court (April 27, 2021).

Staff Recommendation

Staff recommends approval of the resolution adopting the Amarillo Area Hazard Mitigation Plan 2020.

RESOLUTION NO: 04-27-21_____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ADOPTING THE 2020 UPDATED AMARILLO AREA HAZARD MITIGATION PLAN

WHEREAS, the City of Amarillo, Texas, is vulnerable and subject to a variety of natural hazards which pose a potential threat to the welfare, safety and property of the City's residents; and,

WHERAS, to the extent practical, the City of Amarillo intends to prepare for and mitigate against such hazards; and,

WHEREAS, under the Disaster Mitigation Act of 2000 (P.L. 106-390), as of November 1, 2004, the Federal Emergency Management Agency (FEMA) now requires that local jurisdictions maintain a FEMA-approved Hazard Mitigation Plan as a condition of receiving certain Federal mitigation grant funding; and,

WHEREAS, the City of Amarillo participated in the updating of the Amarillo Area Hazard Mitigation Plan which includes the unincorporated areas of the County.

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

1. The City hereby adopts the 2020 updated Amarillo Area Hazard Mitigation Plan which will have a five-year lifespan from the date upon which the update is finally approved by FEMA.

2. The Jurisdictions Emergency Management Coordinator is instructed to ensure the updated Plan is reviewed at least annually and that any proposed revisions to the City's portion of the Amarillo Area Mitigation Action Plan are presented to the City Council for consideration of approval.

3. The County agrees to take such other official action as may be deemed reasonably necessary to carry out the goals, objectives and mitigation actions of the updated Amarillo Area Hazard Mitigation Plan.

CONSIDERED AND APPROVED THIS 27th DAY OF April, 2021.

_____
Ginger, Nelson, Mayor
City of Amarillo

ATTEST:

_____
Frances Hibbs, City Secretary
City of Amarillo

APPROVED AS TO FORM:

_____
Bryan S. McWilliams, City Attorney

B

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	April 27, 2021	**Council Priority**	Transportation
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas MMT 4/5/21		

Agenda Caption

CONSIDER AWARD – Bid #6969/Project #462134 – FY 20/21 Milling and Overlay of Various Streets Community Investment Program, Proposition 1

This item is to consider award of the construction contract for the FY 20/21 Milling and Overlay of Various Streets project to: L.A. Fuller & Sons Construction, LTD in the amount of $2,084,695.73

Agenda Item Summary

This project will resurface and maintain several arterial roadways throughout the City comprised of:

- Arden Rd from Coulter St to I-27
- Coulter St from SW 34th Ave to SW 45th Ave
- SW 26th Ave from Paramount Blvd to S Georgia St
- Ross St from SE 3rd Ave to I-40

Requested Action

Consider approval and award to L.A. Fuller & Sons Construction, LTD - $2,084,695.73

Funding Summary

Funding for this project was approved in the FY 16/17 – FY 20/21 Community Investment Program Budget. A portion of 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. There will be a greater impact during construction due to temporary lane closures of several arterials, however two-way traffic will be accommodated at all times. 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.

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 6969 BEST VALUE BID FOR CITY OF AMARILLO 2020-2021 MILLING AND OVERLAY OF VARIOUS STREETS; FY 16/17-20/21 COMMUNITY INVESTMENT PROGRAM, PROPOSITION 1
Opened 4:00 p.m., March 4, 2021

To be awarded as one lot		L.A. FULLER & SONS CONSTRUCTION, LTD		ADVANCED PAVEMENT MAINTENANCE, LTD		J. LEE MILLIGAN, INC.	
Line 1 Preparing the Right of Way or Project Site: Removal and disposal of concrete structure as shown on plans, (COA 3.03), per specifications							
50	sy						
	Unit Price	$48.500		$25.000		$36.000	
	Extended Price		$2,425.00		$1,250.00		$1,800.00
Line 2 Plane existing Asphaltic Concrete Pavement (ACP) from one to one and one half(1" to 1-1/2") inch and stockpile salvaged materials, (COA 4.15) , per specifications							
127,785	sy						
	Unit Price	$1.850		$3.000		$1.950	
	Extended Price		$236,402.25		$383,355.00		$249,180.75
Line 3 Furnish, haul, place, and compact one and one-half inch (1 1/2") hot-mix asphaltic concrete, Type D, (COA 4.17), per specifications							
127,785	sy						
	Unit Price	$10.300		$10.000		$11.650	
	Extended Price		$1,316,185.50		$1,277,850.00		$1,488,695.25
Line 4 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							
6,000	sy						
	Unit Price	$49.400		$71.000		$77.250	
	Extended Price		$296,400.00		$426,000.00		$463,500.00
Line 5 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 4.02, 4.07 and 4.17), per specifications							
1,000	SY						
	Unit Price	$34.900		$49.000		$40.650	
	Extended Price		$34,900.00		$49,000.00		$40,650.00
Line 6 Reflectorized Pavement Markings (Type II, White, Four inch (4"), Broken), (COA 4.20), per specifications							
10,010	lf						
	Unit Price	$0.330		$0.330		$0.330	
	Extended Price		$3,303.30		$3,303.30		$3,303.30

To be awarded as one lot	L.A. FULLER & SONS CONSTRUCTION, LTD		ADVANCED PAVEMENT MAINTENANCE, LTD		J. LEE MILLIGAN, INC.	
Line 7 Reflectorized Pavement Markings (Type II, Yellow, Four inch (4"), Broken), (COA 4.20), per specifications						
7,880 lf						
Unit Price	$0.330		$0.330		$0.330	
Extended Price		$2,600.40		$2,600.40		$2,600.40
Line 8 Reflectorized Pavement Markings (Type II, Yellow, Four inch (4"), Solid), (COA 4.20), per specifications						
32,426 lf						
Unit Price	$0.330		$0.330		$0.330	
Extended Price		$10,700.58		$10,700.58		$10,700.58
Line 9 Reflectorized Pavement Markings (Type II, White, Eight inch (8"), Broken), (COA 4.20), per specifications						
255 lf						
Unit Price	$0.660		$0.650		$0.670	
Extended Price		$168.30		$165.75		$170.85
Line 10 Reflectorized Pavement Markings (Type II, White, Eight inch (8"), Solid), (COA 4.20), per specifications						
3,690 lf						
Unit Price	$0.660		$0.650		$0.670	
Extended Price		$2,435.40		$2,398.50		$2,472.30
Line 11 Reflectorized Pavement Markings (Type I, White, Twenty-four inch (24"), Solid), (COA 4.20), per specifications						
960 lf						
Unit Price	$11.000		$11.000		$11.100	
Extended Price		$10,560.00		$10,560.00		$10,656.00
Line 12 Reflectorized Pavement Markings (Type I, White, Arrow, Right Turn), (COA 4.20), per specifications						
15 ea						
Unit Price	$275.000		$275.000		$275.000	
Extended Price		$4,125.00		$4,125.00		$4,125.00
Line 13 Reflectorized Pavement Markings (Type I, White, Arrow, Left Turn), (COA 4.20), per specifications						
40 ea						
Unit Price	$275.000		$275.000		$275.000	
Extended Price		$11,000.00		$11,000.00		$11,000.00

To be awarded as one lot	L.A. FULLER & SONS CONSTRUCTION, LTD		ADVANCED PAVEMENT MAINTENANCE, LTD		J. LEE MILLIGAN, INC.	
Line 14 Reflectorized Pavement Markings (Type I, White, Arrow, Straight/Right Turn), (COA 4.20), per specifications						
5 ea						
Unit Price	$550.000		$550.000		$555.000	
Extended Price		$2,750.00		$2,750.00		$2,775.00
Line 15 Reflectorized Pavement Markings (Type I, White, Chevron), (COA 4.20), per specifications						
12 ea						
Unit Price	$275.000		$275.000		$275.000	
Extended Price		$3,300.00		$3,300.00		$3,300.00
Line 16 Reflectorized Pavement Markings (Type I, White, Crosswalk, Type A), (COA 4.20), per specifications						
15 ea						
Unit Price	$825.000		$825.000		$835.000	
Extended Price		$12,375.00		$12,375.00		$12,525.00
Line 17 Manhole adjustment, installed, per specifications						
40 ea						
Unit Price	$930.000		$750.000		$1,200.000	
Extended Price		$37,200.00		$30,000.00		$48,000.00
Line 18 Water Valve Box Adjustment, installed, per specifications						
30 ea						
Unit Price	$990.000		$350.000		$500.000	
Extended Price		$29,700.00		$10,500.00		$15,000.00
Line 19 Furnish, install, and maintain Traffic Control Plan, (COA 9.04), per specifications						
1 ls						
Unit Price	$21,760.000		$65,000.000		$46,000.000	
Extended Price		$21,760.00		$65,000.00		$46,000.00
Line 20 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 ea						
Unit Price	$46,405.000		$100,000.000		$125,000.000	
Extended Price		$46,405.00		$100,000.00		$125,000.00
TOTAL BID AMOUNT		$2,084,695.73		$2,406,233.53		$2,541,454.43
AWARD BY VENDOR		$ 2,084,695.73 AMARILLO, TX				



Amarillo City Council
Agenda Transmittal Memo

AMARILLO ECONOMIC DEVELOPMENT

Meeting Date	April 26, 2021	**Council Pillar**	Economic Development
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter, President & CEO		

Agenda Caption

DISCUSS AND CONSIDER SALE - REAL ESTATE LOCATED AT PULLMAN ROAD AND SOUTHEAST 3RD STREET

Agenda Item Summary

This item authorizes AEDC to execute a contract and all necessary documents for the sale of approximately 46.92 acres of land located at Pullman Road and Southeast 3rd Street in Amarillo to Texas Coble, LTD. Texas Coble, LTD had previously purchased 7 acres in this area to construct the Good Dog Pet Ranch. The sale price is for $220,524.00 plus closing costs and related expenses.

Requested Action

Approval of the sale of land as requested.

Funding Summary

$220,524.00 plus closing costs and related expenses.

Staff Recommendation

AEDC staff is recommending approval of the sale. The AEDC Board will vote on Monday, April 26, 2021 to consider approval of the sale.

Real Estate Purchase Agreement

THIS AGREEMENT is made on April 19, 2021, between Amarillo Economic Development Corporation as represented by Kevin Carter President and CEO (hereinafter "Seller"), of 801 S Fillmore St. STE 205, Amarillo, Texas 79101, and Texas Coble, LTD as represented by William Holton its Land Manager (hereinafter "Buyer"), of 619 S. Tyler, STE 100, Amarillo, Texas 79101 for the sale of the below described property pursuant to the following terms and conditions:

Legal Description and Address

The real property located at S Pullman Rd., Amarillo, Texas 79101, together with all buildings, improvements and fixtures constructed or located on the Land (Buildings) and all easements and rights benefiting or appurtenant to the Land (collectively the Real Property). The Real Property is legally described as: SECT 59 A B & M, LOT BLOCK 0002, IRREG TR LYING BETWEEN, RR ROW IN E/2 OF SECT, REINVESTMENT ZONE #8, REF R-200-0590-4005.0

Purchase Price

Subject to the following conditions, Buyer shall make final payment for the property at closing in the total amount of $218,524.00 which accounts for the previously deposited sum of $2,000.00 in earnest moneys for a total purchase price of $220,524.00. Buyer agrees to pay the entire amount at closing. Concurrent with the execution of this Agreement, Buyer has deposited with Seller or Seller's Escrow Agent the sum of $2,000.00, (hereinafter referred to as "Earnest Money") as earnest money and a partial payment of the consideration under the Contract. In the event that the purchase and sale shall be consummated pursuant to the terms of said contract, Seller's Escrow Agent shall, at such closing, deliver to Seller the Earnest Money, and Buyer shall be given credit toward the purchase price for the payment of the Earnest Money. In the event that the closing does not occur, Buyer's deposited earnest money should be returned to Buyer.

Closing Costs

In closing this transaction, Seller shall be charged with the following:

(a) The amount of real estate taxes and assessments prorated up to and including the date of transfer of title;

(b) The cost of a title report, title search, and title guaranty policy in the amount of the purchase price;

(c) The cost of paying off and satisfying any mortgage indebtedness for which Seller is liable, together with the cost of any mortgage cancellation, recording fee or other costs incident to the satisfaction of any such indebtedness;

(d) One half of the escrow fee; and

(e) All other charges properly borne by Seller consistent with the terms of this Agreement; and immediately thereafter shall deliver to Seller the balance of the funds in its hands due, and all documents due Seller.

On closing, Buyer shall be charged with the following:

(a) Any cost of financing this transaction which Buyer arranges for;

(b) The cost of filing the deed for record;

(c) The amount by which the cost of furnishing the title insurance exceeds the cost of furnishing a title guaranty policy, if Buyer elects to be furnished with title insurance;

(d) One half of the escrow fee; and

(e) All other charges properly borne by Buyer consistent with the terms of this Agreement;

and immediately thereafter, the escrow agent shall deliver to Buyer the title guaranty or title insurance, as the case may be, the record deed or Recorders' receipt, any prorations to which Buyer is entitled, and all other funds or documents due Buyer.

Title Requirements

Seller shall convey to Buyer good and marketable title to the property, by good and sufficient general warranty deed. The deed shall be deposited into escrow on or before the closing date.

Seller shall accompany Seller's deed with a title guaranty policy in the amount of the purchase price issued by a general title company ("title company") in its customary form, guaranteeing record title to the Property to be good in Buyer subject only to the exceptions to be contained in the deed. However, Buyer may elect to be furnished with an Owner's Fee Policy of title insurance ("title insurance"), in the amount of the purchase price, insuring marketable title to be good in Buyer, subject only to the exceptions to be contained in the deed. In such event, in lieu of a title guaranty policy, Seller shall furnish Buyer with title insurance. Seller shall pay that portion of the costs which would have been incurred had a title guaranty policy been issued, and Buyer shall pay the remaining costs.

Immediately upon the execution hereof, Seller shall order from the title company a preliminary title report, with a special tax search included, in the form of a commitment to issue the required title policy requested by Buyer ("title report"). A copy of the title report shall be delivered to Buyer. Within 10 days after Buyer receives the title report, he shall notify Seller and the title company of all restrictions, reservations, limitations, easements, and conditions of record ("title defects") disclosed in the title report that are objectionable to Buyer. If Buyer notifies Seller of title defects, Seller shall cure or remove the same by the closing date. Seller shall remove all objectionable title defects that may be removed by the payment of money, and shall take reasonable steps necessary to remove all other title defects.

On the closing date, the escrow agent shall notify the parties whether the title company can issue its title guaranty or title insurance, showing as exceptions only those items in the title report to which Buyer did not object. If the escrow agent notifies the parties that (a) the title company will issue such title guaranty or title insurance, this transaction shall be consummated in accordance with the terms and provisions of this Agreement, or (b) the title company will not issue such title guaranty or title insurance, and if Buyer does not immediately waive the title defects claimed by the escrow agent to prevent such issuance or Seller does not cure the defects within the permitted period, this Agreement shall be null and void, the escrow agent shall return to the parties all funds and documents previously deposited by them into escrow, and the parties shall be fully released from any liability or obligation hereunder, except that Seller shall pay the full cost of the escrow and the title company's charges.

If Buyer waives the title defects preventing issuance of the title guaranty or title insurance by notifying the title company and the escrow agent, or if Seller has cured the title defects, the obligations of the parties shall not be affected by them.

Warranties

Seller warrants and represents to Buyer as follows:

(a) Encroachments. All improvements now on the Property are entirely within the boundary lines of the land described as the Real Property, and no other adjoining property encroaches upon the land;

(b) Mechanic's liens. All work and labor performed and all materials furnished with respect to any improvements or repairs to the Real Property have been paid in full, and there will be no mechanic's liens or the possibility of any in connection with any such work, labor and materials performed on or furnished to the Real Property;

(c) Violations. Seller has no knowledge of any outstanding notices or orders from any governmental authority with respect to the condition of the Property or its repair, or with respect to any claim of a violation of any laws, ordinances, zoning codes, building codes or orders;

(d) Structural soundness. To Seller's best knowledge and belief, the personal property included as a part of this transaction and the improvements on the Property are structurally sound and in good condition and repair, including, without limitation, the roof, foundation, walls, heating and cooling system, plumbing, water and electrical systems; and

(e) Assessments. All improvements made by the local government that now benefit or will benefit the Property upon completion have been assessed against it as of the execution date of this Agreement.

All of Seller's foregoing warranties and representations shall be continuing in nature, shall be effective on the closing date, and shall survive Seller's delivery of the deed to Buyer and the consummation of all matters and things at the closing.

Inspection and Acceptance

Prior to the closing date, Seller agrees to correct, at Seller's expense, any violations found in connection with the inspection done to comply with the point-of-sale or similar ordinance required by the local governmental authority, if any. Evidence in writing that the corrections were made to the satisfaction of the local governing authority shall be given to Buyer prior to the closing date.

Prorations

All general and special real estate taxes and assessments shall be prorated by the escrow agent as of the date the deed is filed for record, using the rate and valuation shown on the last available tax duplicate. If the proration does not fully reimburse Buyer for all real estate taxes and assessments accrued and unpaid with respect to the Property as of the record date of transfer of title, Seller shall promptly reimburse Buyer that amount accrued in excess of the proration credit upon the official certification of the real estate tax duplicate for the year in which transfer of title occurs. The escrow agent shall prorate any rents as of the date the deed is filed for record.

There shall be no proration of utilities. Seller shall cause the meters to be read for water, electricity, gas and other utilities, if any, as of the date of delivery of possession, and shall pay all utility charges to the date of the readings, after which the charges shall accrue to Buyer. The sum of $200 shall be held in escrow as security for the payment of utilities until Seller deposits into escrow receipts evidencing such payment.

Financing

This Agreement is subject to Buyer obtaining a commitment 30 days before August 15, 2021, from a reputable lending institution of a mortgage loan of at least 80% of the purchase price payable in equal constant monthly payments over a period of 25 years or longer, with interest at the prevailing rate. Buyer shall endeavor in good faith to obtain a mortgage loan on the above or more favorable terms, but if Buyer is unable to obtain such a commitment by the aforesaid date, this Agreement shall be null and void, all funds and documents shall be returned to the respective parties, and neither party shall have any rights against the other.

Closing

Closing is the date on which the Seller-executed deed is released to Buyer. The closing date is designated as August 15, 2021, provided there are no unforeseen delays such as clearing title. Time is of the essence, and in no event shall closing be later than 29 calendar days after the designated closing date, unless an extension is agreed upon in writing between Buyer and Seller.

Escrow Agent

This transaction shall be closed in escrow with an escrow agent of Buyer's choice ("escrow agent"). Buyer shall deposit with the escrow agent an executed counterpart of this Agreement,

which shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance, but if they are inconsistent or conflict with the terms of this Agreement, this Agreement shall control.

Closing Documents and Funds

If on the closing date (1) the escrow agent then has on hand all necessary funds and documents to complete the transaction, and (2) the title company has stated that it shall be in a position to and will issue and deliver, upon the filing of the deed for record, the required title guaranty policy or title insurance, the escrow agent shall thereupon record the deed and all other required instruments and shall deliver to each party the funds and documents to which it is entitled, together with the agent's escrow statement.

Both Buyer and Seller have to submit all documentation and other information requested by the title company/escrow agent needed to close the transaction. The parties may have to fix a date and time with the title company/escrow agent to close the transaction.

Possession

Seller shall deliver possession of the Property as of the closing date, in the condition as warranted by Seller and in no event in any worse condition than the condition as of the date of execution of this Agreement, less reasonable wear and tear.

Risk of Loss

Risk of loss or damage to the property by fire or other casualty occurring up to time of closing is assumed by Seller. If the building or buildings or any other improvements on the Property are damaged or destroyed before transfer of record title, and the damages are $3,000 or less, this Agreement shall continue in full force and effect and Seller shall immediately assign to Buyer all of Seller's rights to the resulting insurance proceeds. If the damages are greater than $3,000, Buyer may either (a) continue this Agreement in full force and effect, and Seller shall immediately assign to Buyer all of Seller's rights to the insurance proceeds, or (b) rescind this Agreement, and all money, papers, or documents deposited by the parties shall be returned to them. Buyer shall assume risk of loss after record title to the Property is transferred to him. There shall be no proration of insurance. Seller shall retain his insurance until record title is transferred to Buyer, and Buyer shall procure his own policies of insurance to be effective from and after the date title to the Property is transferred to Buyer or his nominee.

Notice

All notices under this Agreement shall be deemed to be sufficiently given if personally delivered or sent by certified or registered mail, postage prepaid, return receipt requested, and addressed to the parties abovementioned addresses.

Miscellaneous Provisions

(a) Governing Law: The laws of the State of Texas shall govern the Agreement.

(b) Parties Bound: This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.

(c) Severability: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

(d) Merger Clause: This Agreement, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller and Agent, if any, with respect to the matters referred to herein and shall supersede all prior or contemporaneous agreements, representations and understanding with respect to such matters.

(e) Force Majeure: In the event that either party shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Agreement to be performed by the party (other than monetary obligations) and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil commotion, unavoidable fire or other casualty, or other causes of a like nature beyond the reasonable control of the party so delayed or hindered (a "Force Majeure Event"), then performance of such work, service, or other act shall be excused for the period of such delay and the period for the performance of such work, service, or other act shall be extended for a period equivalent to the period of such delay. Lack of financial resources on the part of either party shall not be a Force Majeure Event.

(f) Amendments. This Agreement may be amended by the parties only by a written agreement.

(g) Attorneys' Fees: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

(h) Headings: Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

In witness of the mutual promises made above, Seller and Buyer have executed this contract.

SELLER:

By: _____ Date: _____
Amarillo Economic Development Corporation
Kevin Carter, President and CEO

BUYER:

By: _____ Date: 4/19/21
Texas Coble, LTD
William Holton, Land Manager

Real Estate Purchase Agreement
Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before selling pre-1978 housing, sellers must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Buyers must also receive a federally approved pamphlet on poisoning prevention.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (Check (i) or (ii) below):

(i) _____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

_____

(ii)_____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

(c) _____ Buyer has received copies of all information listed above.

(d) _____ Buyer has received the pamphlet *Protect Your Family From Lead In Your Home.*

Agent's Acknowledgment

* The term Agent is defined as any party who enters into a contract with the Seller, including anyone who enters into a contract with a representative of the Seller for the purpose of selling housing.

(e) _____ Agent has informed the Seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller:

By: _____ Date: _____
Amarillo Economic Development Corporation
Kevin Carter President and CEO

Buyer:

By: _____ Date: _____
Texas Coble, LTD
William Holton, Land Manager