AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, MAY 11, 2021 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

INVOCATION: Daniel Spitler

PROCLAMATION: "NATIONAL PUBLIC WORKS 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.

1. **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 27, 2021.

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

C. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT**
(Contact: Andrew Freeman; Managing Director of Planning and Special Projects)
This item considers an Aviation Clear Zone Easement, being 4,450 feet above mean sea level above the plat of 335 Business Park Unit No. 1, a suburban subdivision to the city of Amarillo, being an unplatted tract of land in Section 150, Block 2, A.B.& M. Survey, Randall County, Texas.
Vicinity: Osage Rd. and Loop 335/Hollywood RD.
Applicant/s: Derek Carter

D. **CONSIDER SALE OF CITY OWNED PROPERTY – APPROXIMATELY 36,608 SQUARE FEET OF LAND LOCATED ADJACENT TO THE SOUTHEAST CORNER OF 34TH AND OSAGE, AMARILLO, TX**

(Contact: Andrew Freeman, Managing Director of Planning and Special Projects)
This item authorizes the City Manager to execute a contract and other necessary documents for the sale of 36,608 square feet of land located adjacent to the southeast corner of 34th and Osage. The sales price for this property is $3.48/square feet or $127,500 minus closing costs.

E. **CONSIDER PURCHASE OF ANNUAL MAINTENANCE AGREEMENT**.

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

F. **CONSIDER AWARD FOR AC-5 ASPHALTIC CEMENT.**

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

G. **CONSIDER AWARD OF PURCHASE OF BALLISTIC VESTS FOR POLICE DEPARTMENT – SUPPLY AGREEMENT**

(Contact: Trent Davis**,** Director of Purchasing)
Award to: Aspetto Inc., $76,000.00
This award consists of the purchase of Ballistic Vests for the Amarillo Police Department officers and civilians, Amarillo Police Department recruits, City of Amarillo Rick Husband International Airport Police.

H. **CONSIDER APPROVAL OF BELT PRESS REHAB AT HOLLYWOOD ROAD WASTEWATER RECLAMATION FACILITY ENGINEERING SERVICES FOR $436,000.00**

(Contact: Jonathan Gresham – Director of Utilities)
KSA Engineers will evaluate and recommend replacement for the existing belt press at Hollywood Road Wastewater Reclamation Facility (HRWRF). This is original equipment to the plant from initial construction. These belt presses are over 40 years old and have reached their life span. This engineering would allow the HRWRF to more efficiently manage their sludge and lower the impact on our City landfill at the same time.

I. **CONSIDER APPROVAL OF CHANGE ORDER No. 2 OSAGE WATER TREATMENT FILTER REHABILITATION.**

(Contact: Jonathan Gresham – Director of Utilities)
Contractor: Stolz Mechanical
This change order is necessary to provide safe access during future operations by adding sidewalks in the amount of $71,015.00

Original Contract	$4,029,950.00
Change order #1	$ (10,300.00)
Change order #2	$ 71,015.00
New Contract total	$4,090,665.00
Percent Change	1.51 %

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

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

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

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

2. **NON-CONSENT ITEMS**:

A. **CONSIDER RESOLUTION – MUNICIPAL ELECTION**:
(Contact: LeAnn Gallman, Interim City Secretary)
This resolution canvasses the returns and declares the results of the regular election held on May 1, 2021.

B. **REMARKS**:
Remarks by the outgoing Councilmember.

C. **OATH OF OFFICE**:
The Honorable Laura Hamilton to conduct the Oath of Office for the Mayor and Councilmembers elected on May 1, 2021.

D. **REMARKS**:
Remarks by Councilmembers.

E. **CONSIDER RESOLUTION – AUTHORIZING THE ANNUAL SELECTION OF THE MAYOR PRO TEMPORE**:
(Contact: Leslie Schmidt, Senior Assistant City Attorney)
This resolution authorizes the City Council to annually select the Mayor Pro Tempore. The Mayor Pro Tempore assumes the roles of the Mayor when the Mayor is unavailable.

F. **CONSIDER RESOLUTION – ACCEPTING THE TEXAS TRAFFIC SAFETY PROGRAM GRANT – STEP – CLICK IT OR TICKET**
(Contact: Chief Birkenfeld/Sgt. Hill)
This item accepts the Fiscal Year 2021 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant

protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

3. **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. Broadband Update;
D. Update on Buy the Way, Keep it Local;
E. Update on Thompson Park Pool;
F. Request future agenda items and reports from City Manager

4. **EXECUTIVE SESSION**

1. Deliberation regarding economic development negotiations in accordance with the Texas Open Meetings Act, Section 551.087:

Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:

Project # 19-10-01 (Corporate Headquarters)
Project # 21-02-01 (Research and Development Facility)

2. Deliberate the purchase or sale of real property in accordance with the Texas Open Meetings Act, Section 551.072:

Purchase of real property located in the North East quadrant of the City of Amarillo.

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 7th day of May 2021.

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

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

On the 27th 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
LEANN GALLMAN	INTERIM CITY SECRETARY

The invocation was given by Sean Vokes, Hillside Christian Church.

A proclamation was presented for "Public Service Recognition Week."

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:

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.

ITEM 2: CONSENT ACTION ITEMS:
Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approve the consent agenda as presented, seconded by Councilmember Smith:

A. **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 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.

C. **CONSIDERATION OF ORDINANCE NO. 7916**:
(Contact: Andrew Freeman, Managing Director of Planning and Development Services)
This item is the second and final 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.

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.

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 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. Motion was made by Councilmember Powell, seconded by Councilmember Sauer, that the following captioned resolution be passed:

RESOLUTION NO. 04-27-21-1

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS; CONDUCTING A PUBLIC HEARING AND ADOPTING THE 2020 UPDATED AMARILLO AREA HAZARD MITIGATION PLAN; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS 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 3B: This item is for the consideration for the award of the construction contract for the FY 20/21Milling and Overlay of Various Streets Community Investment Program, Proposition 1. L A Fuller & Sons Construction, LTD submitted a bid for $2,084,675.73
Motion was made by Councilmember Powell, seconded by Councilmember Sauer, to award the contract to LA Fuller & Sons Construction, LTD>

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: This item is for the consideration of the sale of Real Estate located at Pullman Road and Southeast 3rd Avenue. Motion was made by Councilmember Powell, seconded by Councilmember Smith 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. The sale price is for $220,524.00 plus closing costs and related expenses.

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.

ATTEST:

_____ _____

LeAnn Gallman, Interim City Secretary Ginger Nelson, Mayor

B

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	May 11, 2021	**Council Priority**	Consent Agenda
Department	Planning and Development Services		
Contact	Andrew Freeman –Managing Director of Planning and Special Projects		

Agenda Caption

Consideration of an Aviation Clear Zone Easement, being 3,750 feet above mean sea level above the plat of Bella Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 53, Block 2, A.B.&M. Survey, Randall County, Texas.
Vicinity: Pullman Rd. and SE CR 34
Applicant/s: Justin Appling

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Bella Acres Unit No. 1.

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

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

This ACZ Easement is establishing a height regulation of 3,750 feet above mean sea level for the plat of Bella Acres Unit No. 1.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Requested Action

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

Funding Summary

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

Community Engagement Summary

N/A

LSS 3/19/2021

AVIATION CLEAR ZONE EASEMENT

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

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

Aviation Clear Zone Easement being 3,750 feet above mean sea level above the plat of Bella Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 53, Block 2, A.B.&M. Survey, Randall County, Texas

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

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 3,750 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 3,750 feet above mean sea level.

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

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and

that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 25th day of March, 2021.

GRANTOR

By: _____
Justin Appling

GRANTOR

By: _____
Greg Appling

GRANTOR

By: _____
Brenda Appling

MICHAEL SANCHEZ
Notary Public, State of Texas
Comm. Expires 04-02-2022
Notary ID 131514253

THE STATE OF Texas §
COUNTY OF Potter §

This instrument was acknowledged before me on this the 25th day of March, 2021, by Justin Appling.

_____
Notary Public, State of Texas

MICHAEL SANCHEZ
Notary Public, State of Texas
Comm. Expires 04-02-2022
Notary ID 131514253

THE STATE OF Texas §
COUNTY OF Potter §

This instrument was acknowledged before me on this the 25th day of March, 2021, by Greg Appling.

_____
Notary Public, State of Texas

MICHAEL SANCHEZ
Notary Public, State of Texas
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LSS 3/19/2021

THE STATE OF Texas §

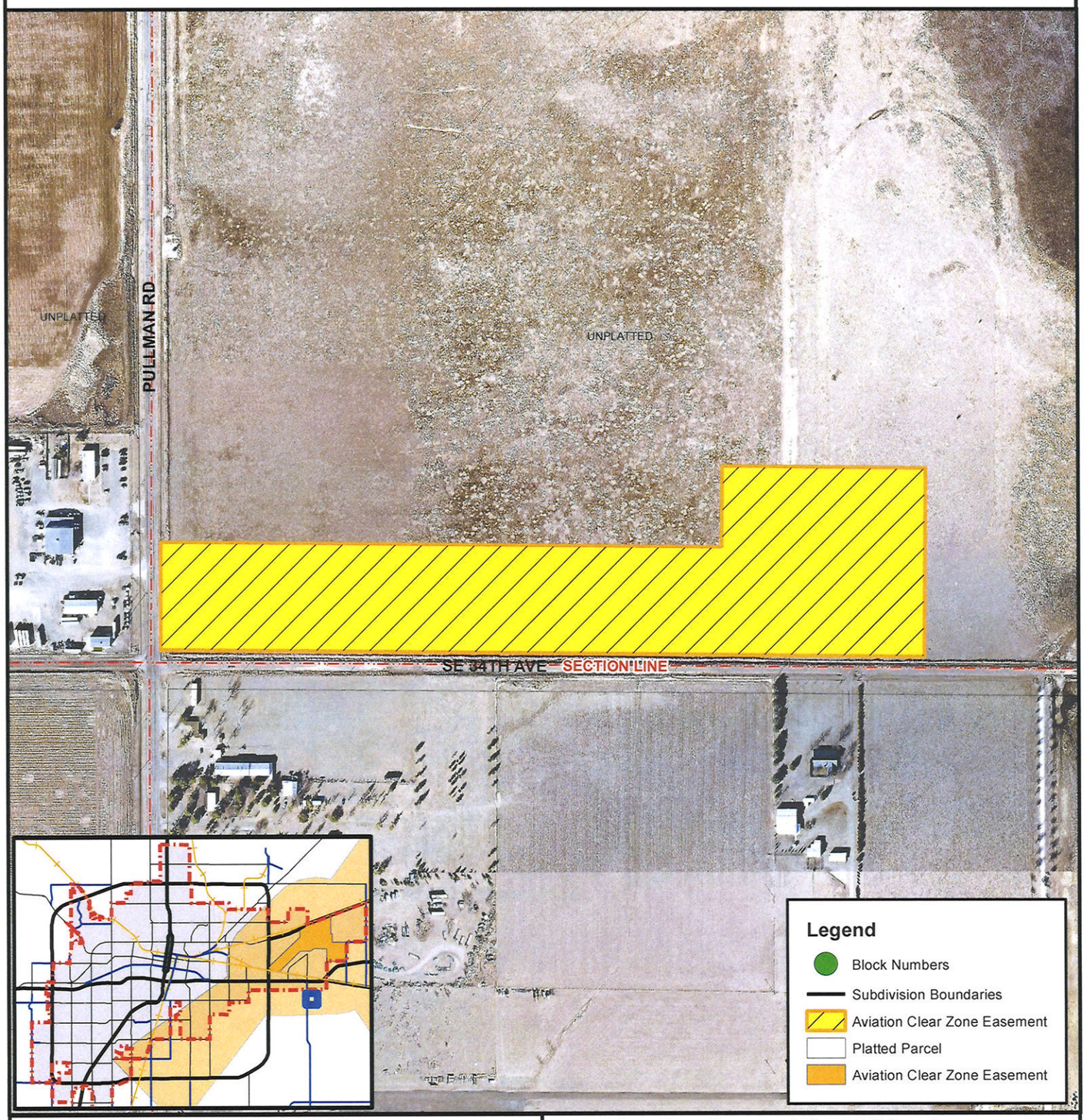
COUNTY OF Potter §

This instrument was acknowledged before me on this the 25th day of March, 2021, by Brenda Appling.

Notary Public, State of Texas

MICHAEL SANCHEZ
Notary Public, State of Texas
Comm. Expires 04-02-2022
Notary ID 131514253

AVIATION CLEAR ZONE EASEMENT



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 400 feet
Date: 3/16/2021
Case No: ACZ-21-02

N
W E
S

Aviation Clear Zone Easement being 3,750 feet above mean sea level above the plat of Bella Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 53, Block 2, A. B. & M. Survey, Randall County, Texas.

Vicinity: Pullman Rd. & SE CR 34

Applicant: Justin Appling, Greg Appling, and Brenda Appling

AP: V-13

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

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Amarillo City Council
Agenda Transmittal Memo

Meeting Date	May 11, 2021	**Council Priority**	Consent Agenda
Department	Planning and Development Services		
Contact	Andrew Freeman –Managing Director of Planning and Special Projects		

Agenda Caption

Consideration of an Aviation Clear Zone Easement being 4,450 feet above mean sea level above the plat of 335 Business Park Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 150, Block 2, A. B. & M. Survey, Randall County, Texas.
Vicinity: Osage Rd. and Loop 335/Hollywood Rd.
Applicant/s: Derek Carter

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat 335 Business Park Unit No. 1.

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

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Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO®
CITY MANAGER

Requested Action

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Funding Summary

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Community Engagement Summary

N/A

LSS

AVIATION CLEAR ZONE EASEMENT

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

Aviation Clear Zone Easement being 4,450 feet above mean sea level above the plat of 335 Business Park Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 150, Block 2, A. B. & M. Survey, Randall County, Texas.

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

GRANTOR, for itself, its successors and assigned, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,450 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4,450 feet above mean sea level.

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

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

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

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 11th day of April, 2021.

GRANTOR

Derek Carter

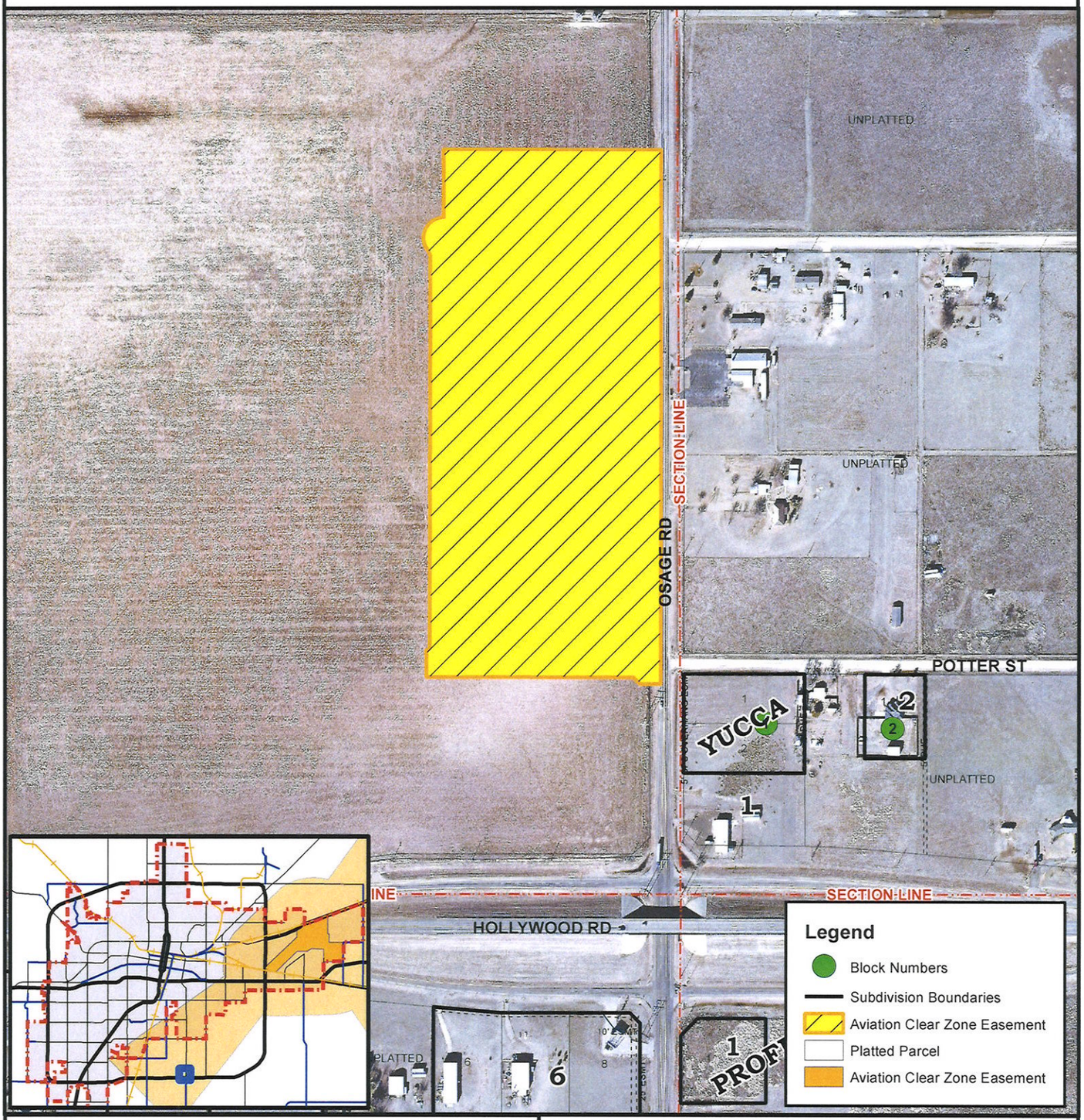
THE STATE OF Texas §

COUNTY OF Randall §

JENNIFER CLINTON NOTARY PUBLIC STATE OF TEXAS ID# 124676606 EXPIRES 10-3-2024

This instrument was acknowledged before me on this the 11th day of April, 2021, by Derek Carter.

AVIATION CLEAR ZONE EASEMENT



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 400 feet
Date: 2/26/2021
Case No: ACZ-21-01

N
W E
S

Aviation Clear Zone Easement being 4,450 feet above mean sea level above the plat of 335 Business Park Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 150, Block 2, A. B. & M. Survey, Randall County, Texas.

Vicinity: Osage & Loop 335

Applicant: Derek Carter for The3Thirty5, LLC

AP: O-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.

D

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	May 11, 2021	Council Priority	Economic Development and Redevelopment

Department	Planning and Development Services	Contact Person	Andrew Freeman, Managing Director - Planning and Special Projects

Agenda Caption

CONSIDER SALE OF CITY OWNED PROPERTY – APPROXIMATELY 36,608 SQUARE FEET OF LAND LOCATED ADJACENT TO THE SOUTHEAST CORNER OF 34TH AND OSAGE, AMARILLO TX

This item authorizes the City Manager to execute a contract and other necessary documents for the sale of 36,608 square feet of land located adjacent to the southeast corner of 34th and Osage. The sales price for this property is $3.48/square feet or $127,500 minus closing costs.

Agenda Item Summary

In February of 2019, the City executed a listing agreement with Gaut Whittenburg Emerson to list for sale 4.25 acres of city-owned land located at the SE corner of 34th and Osage.

This property and the remaining acreage were identified by city staff as surplus property likely to receive a competitive offer, if listed. By selling the tract, the city would save money by no longer maintaining the property. It would also bring in new tax revenue by placing it on the tax rolls and allowing for future potential sales tax revenue by selling a general retail zoned corner that has over 32,000 vehicles driving through per day. The revenue gained by selling the acreage may also be used to address other city funding needs and priorities.

Since listing in February 2019, the City has approved the sale of two tracts of land on the property. This tract proposed for sale to Jeff Bara is the remaining city-owned land to be sold at this location. City staff has negotiated a price of $127,500 minus closing costs. The contract has a 90-day feasibility period for the buyer.



Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

DocuSign Envelope ID: F1AE6DE8-04A2-4350-8272-DFF27EA42844

TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Amarillo

Address: PO Box 1971, Amarillo, TX
Phone: _____ E-mail: _____
Fax: _____ Other: _____

Buyer: Jeff Bara

Address: _____
Phone: _____ E-mail: _____
Fax: _____ Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Randall County, Texas at 36,608 sf at the SE corner of 34th & Osage, Amarillo, TX *(address)* and that is legally described on the attached Exhibit A or as follows:
A Portion of Lot Block 0002, Sect 140 A B & M, Amarillo, Randall County Texas

as outlined in Exhibit "A" and to be further defined by a Survey

B. Seller will sell and convey the Property together with:
(1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
(3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing . . . . . $ 25,500.00

(2) Sum of all financing described in Paragraph 4 . . . . . $ 102,000.00

(3) Sales price (sum of 3A(1) and 3A(2)) . . . . . $ 127,500.00

B. Adjustment to Sales Price: *(Check (1) or (2) only.)*

☐ (1) The sales price will not be adjusted based on a survey.
☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of $ 3.48 per:
☒ (i) square foot of ☒ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) _____
_____.

(c) If the sales price is adjusted by more than 10.000 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 3 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

☒ A. Third Party Financing: One or more third party loans in the total amount of $ 102,000.00 .
This contract:
☐ (1) is not contingent upon Buyer obtaining third party financing.
☒ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ _____ .

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of $ _____ .

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ $1,500.00 as earnest money with Chicago Title Insurance, (title company) at 701 S Taylor #102, Amarillo, TX 79101 (address) Martha Rowell (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ _____ with the title company to be made part of the earnest money on or before:
☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____.
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
[X] (a) will not be amended or deleted from the title policy.
[ ] (b) will be amended to read "shortages in areas" at the expense of [ ] Buyer [ ] Seller.

(3) Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 45 days after the effective date:

[X] (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer $0.00 *(insert amount)* of the cost of the survey at closing, if closing occurs.

[ ] (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

[ ] (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, [ ] Seller [ ] Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ *(insert amount or percentage)* of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

_____

_____

_____

_____.

B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. *(Check only one box and insert amounts.)*

[X] (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

[ ] (b) Not later than 3 days after the effective date, Buyer must pay Seller $ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional N/A days by depositing additional earnest money in the amount of $_____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 3 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
☐ (e) plats of the Property;
☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
☐ (g) _____
_____
_____.

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any advance sums paid by a tenant under any lease;
(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Gaut Whittenburg Emerson CRE
Agent: Ben Whittenburg
Address: 600 S Tyler, Suite 101
Amarillo, TX 79101
Phone & Fax: (806)373-3111 (806)373-9301
E-mail: ben@gwamarillo.com
License No.: 532785

Cooperating Broker: Gaut Whittenburg Emerson CRE
Agent: Miles Bonfield
Address: 600 S Tyler, Suite 101
Amarillo, TX 79101
Phone & Fax: (806)373-3111 (806)373-9301
E-mail: miles@gwamarilo.com
License No.: 594133

Principal Broker: *(Check only one box)*
- ☐ represents Seller only.
- ☐ represents Buyer only.
- ☒ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
☒ 3.000 % of the sales price.
☐ _____.

Cooperating Broker a total cash fee of:
☒ 3.000 % of the sales price.
☐ _____.

The cash fees will be paid in Potter/Randall County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
(1) [X] 15 days after the expiration of the feasibility period.
[ ] _____ *(specific date)*.
[ ] _____ .
(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a [ ] general [X] special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
(1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
(1) tax statements showing no delinquent taxes on the Property;
(2) an assignment of all leases to or on the Property;
(3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
(4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
(5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
(6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
(1) pay the sales price in good funds acceptable to the title company;
(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in a lease for any part of the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller's loan liability, if applicable;
(3) tax statements or certificates;
(4) preparation of the deed;
(5) one-half of any escrow fee;
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
(1) all loan expenses and fees;
(2) preparation of any deed of trust;
(3) recording fees for the deed and any deed of trust;
(4) premiums for flood insurance as may be required by Buyer's lender;
(5) one-half of any escrow fee;
(6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).

☒ B. Except as otherwise provided in this contract, Seller is not aware of:
(1) any subsurface: structures, pits, waste, springs, or improvements;
(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(10)any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
☐ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

[X] (1) Property Description Exhibit identified in Paragraph 2;
[X] (2) Commercial Contract Financing Addendum (TAR-1931);
[ ] (3) Commercial Property Condition Statement (TAR-1408);
[ ] (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
[ ] (5) Notice to Purchaser of Real Property in a Water District (MUD);
[ ] (6) Addendum for Coastal Area Property (TAR-1915);
[ ] (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
[X] (8) Information About Brokerage Services (TAR-2501);
[ ] (9) Information About Mineral Clauses in Contract Forms (TAR-2509); and
[X] (10) Intermediary Relationship Notice

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. Buyer [X] may [ ] may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract *(the Addendum for Coastal Area Property (TAR-1915) may be used).*

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract *(the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used).*

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: City of Amarillo	**Buyer:** Jeff Bara
By:	By: Jeff Bara
By (signature):	By (signature): Jeff Bara (DocuSigned by: ... 0317C61452)
Printed Name:	Printed Name: Jeff Bara
Title:	Title:
By:	By:
By (signature):	By (signature):
Printed Name:	Printed Name:
Title:	Title:

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ $ _____ , or
- ☐ _____ % of the sales price, or
- ☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____

By: _____

Cooperating Broker: _____

By: _____

ATTORNEYS

Seller's attorney: _____

Address: _____

Phone & Fax: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
- ☐ Buyer sends to Seller.

Buyer's attorney: _____

Address: _____

Phone & Fax: _____

E-mail: _____

Buyer's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Buyer.
- ☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
- ☒ B. earnest money in the amount of $ 1,500.00 in the form of check on _____ .

Title company: Chicago Title Insurance

By: _____
Martha Rowell

Assigned file number (GF#): _____

Address: 701 S Taylor #102
Amarillo, TX 79101

Phone & Fax: (806)354-7920 (806)414-3020

E-mail: martha.rowell@ctt.com

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TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL CONTRACT EXHIBIT

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EXHIBIT "A" - Site
TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED CONCERNING THE PROPERTY AT

36,608 sf @ SE corner of 34th & Osage, Amarillo, TX



Seller: City of Amarillo

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Buyer: Jeff Bara

By: Jeff Bara
DocuSigned by:
By (signature): Jeff Bara
Printed Name: Jeff Bara
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

GAUT WHITTENBURG EMERSON CRE, 600 S. Tyler Ste 101 Amarillo TX 79101 Phone: (806)373-3111 Fax:
Charles Whittenburg
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com
SE corner of 34th

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TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL CONTRACT FINANCING ADDENDUM

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ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

36,608 sf at the SE corner of 34th & Osage, Amarillo, TX

The portion of the Sales Price not payable in cash will be paid as follows: *(Check all that apply.)*

[X] A. THIRD PARTY FINANCING:

(1) The contract is contingent upon Buyer obtaining a third party loan(s) secured by the Property in the amount of $ 102,000.00 for not less than TBD years with the initial interest rate not to exceed 8.000 % per annum and payments calculated on an amortization period of no less than TBD years.

(2) Buyer will apply for the third party loan(s) described in Paragraph A(1) promptly after the effective date. If Buyer cannot obtain the loan(s), Buyer may give Seller written notice within TBD days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. **If Buyer does not give such notice within the time required, this contract will no longer be subject to the contingency described in this Paragraph A.**

(3) Each note to be executed under this addendum is to be secured by vendor's and deed of trust liens.

[ ] B. ASSUMPTION:

(1) Buyer will assume the unpaid principal balance of the existing promissory note secured by the Property payable to _____ dated _____ which balance at closing will be $ _____ .

(2) Buyer's initial payment will be the first payment due after closing. Buyer's assumption of the existing note includes all obligations imposed by the deed of trust securing the note, recorded in _____ *(recording reference)* in the real property records of the county where the Property is located.

(3) If the unpaid principal balance of the assumed loan as of the date of closing varies from the loan balance stated in Paragraph B(1), the cash payable at closing will be adjusted by the net amount of any variance; provided, if the total principal balance of the assumed loan varies in an amount greater than $ _____ at closing, either party may terminate this contract and the earnest money will be refunded to Buyer unless either party elects to eliminate the excess in the variance by an appropriate adjustment at closing.

(4) Buyer may terminate the contract and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer if the note holder on assumption requires:
(a) Buyer to pay an assumption fee in excess of $ _____ and Seller declines to pay such excess;
(b) an increase in the interest rate to more than _____ %; or
(c) any other modification of the loan documents.

(5) Unless Seller is released of liability on any assumed note, Seller requires a vendor's lien and deed of trust to secure assumption, which will be automatically released on execution and delivery of a release by the note holder.

(6) If assumption approval is required by the note holder, Buyer will apply for assumption approval within _____ days after the effective date of the contract and will make every reasonable effort to obtain assumption approval. If Buyer cannot obtain assumption approval, Buyer may give Seller written notice within _____ days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. **If Buyer does not give such notice within the time required and Buyer does not close because Buyer is not able to assume the existing note, Buyer will be in default.**

☐ C. SELLER FINANCING:

(1) At closing, Buyer will execute and deliver a promissory note (the note) from Buyer to Seller in the amount of $ _____, bearing _____ % interest per annum. Matured, unpaid amounts will bear interest at the maximum rate of interest allowed by law.

(2) The note will be payable as follows:

☐ (a) In one payment, due _____ after the date of the note, with interest payable: ☐ (i) monthly ☐ (ii) _____.

☐ (b) In installments of $ _____ ☐ including interest ☐ plus interest beginning _____ after the date of the note and continuing at ☐ monthly ☐ _____ intervals thereafter for _____ when the entire balance of the note will be due and payable.

☐ (c) Interest only in ☐ monthly ☐ _____ installments for the first _____ years and thereafter in installments of $ _____ ☐ including interest ☐ plus interest beginning _____ after the date of the note and continuing at ☐ monthly ☐ _____ intervals thereafter for _____ when the entire balance of the note will be due and payable.

(3) The note will be secured by vendor's and deed of trust liens and an assignment of leases payable at the placed designated by Seller.

(4) The note will provide that if Buyer fails to timely pay an installment within 10 days after the installment is due, Buyer will pay a late fee equal to 5% of the installment not paid.

(5) The note ☐ will ☐ will not provide for liability (personal or corporate) against the maker in the event of default.

(6) The note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal.

(7) The lien securing payment of the note will be inferior to any lien securing any superior note described in this addendum. If an owner's policy of title insurance is furnished, Buyer, at Buyer's expense, will furnish Seller with a mortgagee title policy in the amount of the note at closing.

(8) If all or any part of the Property is sold or conveyed without Seller's prior written consent, Seller, at Seller's option, may declare the outstanding principal balance of the note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property:
(a) the creation of a subordinate lien;
(b) a sale under a subordinate lien;
(c) a deed under threat or order of condemnation;
(d) a conveyance solely between the parties; or
(e) the passage of title by reason of death of a maker or operation of law.

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(9) Deposits for Taxes and Insurance: Together with the principal and interest installments, Buyer ☐ will ☐ will not deposit with Seller a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property.

(a) If Buyer deposits taxes and insurance deposits with Seller, Buyer agrees that the taxes and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Buyer agrees to pay any deficiency within 30 days after Seller notifies Buyer of any deficiency. Buyer's failure to pay the deficiency is a default under the deed of trust.

(b) If any superior lien holder on the Property collects payments for taxes and insurance, any requirement to deposit taxes and insurance deposits with Seller under this addendum is inoperative so long as payments are being made to the superior lien holder.

(10) Any event that constitutes a default under any superior lien constitutes a default under the deed of trust securing the note.

(11) The note will include a provision for reasonable attorney's fees for any collection action.

(12) Unless the parties agree otherwise, the form of the note and loan documents will be as found in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

☐ D. CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING:

(1) To establish Buyer's creditworthiness for assumption approval or seller financing, Buyer will deliver to Seller the following information (Buyer's documentation) within _____ days after the effective date of the contract:

☐ (a) verification of employment, including salary;
☐ (b) verification of funds on deposit in financial institutions;
☐ (c) current financial statement;
☐ (d) credit report;
☐ (e) tax returns for the following years _____;
☐ (f) _____
_____.

(2) If Buyer does not timely deliver Buyer's documentation or Seller determines, in Seller's sole discretion, that Buyer's creditworthiness is not acceptable, Seller may terminate the contract by giving written notice to Buyer not later than _____ days after the date Buyer must deliver Buyer's documentation under Paragraph D(1) and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Seller does not timely terminate the contract under this paragraph, Seller will be deemed to have accepted Buyer's credit.

☐ E. SPECIAL PROVISIONS:

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Commercial Contract Financing Addendum concerning **36,608 sf at the SE corner of 34th & Osage, Amarillo, TX**

Seller: City of Amarillo

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Buyer: Jeff Bara

By: Jeff Bara
DocuSigned by:
By (signature): Jeff Bara
Printed Name: Jeff Bara
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

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TEXAS ASSOCIATION OF REALTORS®

INTERMEDIARY RELATIONSHIP NOTICE

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To: City of Amarillo **(Seller or Landlord)**
and Jeff Bara **(Prospect)**
From: Gaut Whittenburg Emerson CRE **(Broker's Firm)**
Re: 36,608 sf @ SE corner of 34th & Osage Amarillo, TX **(Property)**
Date: March 30, 2021

A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.

B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.

C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.

D. Broker [X] will [ ] will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:

Ben Whittenburg to the owner; and

Miles Bonifield to the prospect.

E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.

F. Additional information: *(Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.)*

The undersigned acknowledge receipt of this notice

		DocuSigned by: Jeff Bara 4/28/2021	
Seller or Landlord	Date	Prospect	Date
City of Amarillo		Jeff Bara	
Seller or Landlord	Date	Prospect	Date

GAUT WHITTENBURG EMERSON CRE, 600 S. Tyler Ste 101 Amarillo TX 79101 Phone: (806)373-3111 Fax:
Charles Whittenburg
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com
SE corner of 34th

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11/2/2015

Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Gaut Whittenurg Emerson CRE	475878		(806)373-3111
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Aaron Emerson, CCIM SIOR	477647	aaron@gwamarillo.com	(806)373-3111
Designated Broker of Firm	License No.	Email	Phone
Aaron Emerson, CCIM SIOR	477647	aaron@gwamarillo.com	(806)373-3111
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Miles Bonifield	594133	ben@gwamarillo.com	(806)373-3111
Sales Agent/Associate's Name	License No.	Email	Phone

DS MB — Buyer/Tenant/Seller/Landlord Initials

4/28/2021 — Date

E

Amarillo City Council
Agenda Transmittal Memo

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

Agenda Caption

Purchase of Annual Maintenance Agreement for Hexagon Safety Infrastructure. Purchase will be funded on account #1610.69300: Leased Computer Software. Awarded to Hexagon Safety and Infrastructure (Intergraph Corporation) for a total of 98,634.06.

Agenda Item Summary

This is for the Annual Maintenance of the Intergraph Records Management Software for Police and Law Enforcement. The system enables quick data entry, immediate search and retrieval, and extensive reporting capabilities. It provides timelier and accurate information to support Law Enforcement operations, Investigations and Administration. For the Amarillo Police Department, it captures data, data sharing, criminal histories, investigations, and dispatch reports; it also provides Affidavits, mug shots, Warrant information, police records, Alarm Permits, and additional employee information.

Requested Action

Request Council's approval for the purchase of the annual maintenance agreement for Hexagon Safety and Infrastructure (Intergraph Corporation).

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

City Staff recommends approval.

Bid No. 7016 HEXAGON SAFETY INFRASTRUCTURE (ILEADS)
Opened 4:00 p.m. March 26, 2021

To be awarded as one lot	INTERGRAPH CORP DBA HEXAGON SAFETY & INFRASTRUCTURE	
Line 1 Intergraph WebRMS Connect for EdgeFrontier , per specifications		
3 mo		
Unit Price	$0.000	
Extended Price		-
Line 2 Intergraph WebRMS Connect for EdgeFrontier- TST, per specifications		
3 mo		
Unit Price	$0.000	
Extended Price		-
Line 3 On Call Analytics-Records Essentials NL 4 Core Comp , per specifications		
3 mo		
Unit Price	$269.850	
Extended Price		809.55
Line 4 On Call Analytics-Records Essentials NL 4 Core TST Comp , per specifications		
3 mo		
Unit Price	$0.000	
Extended Price		-
Line 5 Edge Frontier Runtime Engine , per specifications		
3 mo		
Unit Price	$420.000	
Extended Price		1,260.00
Line 6 Edge Frontier Runtime Engine-Test, per specifications		
3 mo		
Unit Price	$0.000	
Extended Price		-

To be awarded as one lot	INTERGRAPH CORP DBA HEXAGON SAFETY & INFRASTRUCTURE	
Line 7 I Informer to TLETS-DL Photos , per specifications		
12 mo		
Unit Price	$85.460	
Extended Price		1,025.52
Line 8 On Call Records - NIBRS-Federal, per specifications		
12 mo		
Unit Price	$199.500	
Extended Price		2,394.00
Line 9 On Call Records - NIBRS-Federal-Test, per specifications		
12 mo		
Unit Price	$0.000	
Extended Price		-
Line 10 On Call Records - NIBRS-tx, per specifications		
12 mo		
Unit Price	$496.650	
Extended Price		5,959.80
Line 11On Call Records - NIBRS-Federal-TX Test , per specifications		
12 mo		
Unit Price	$0.000	
Extended Price		-
Line 12 inPursuit CAGIS Server, per specifications		
3 mo		
Unit Price	$631.050	
Extended Price		1,893.15
Line 13 inPursuit CAGIS Client, per specifications		
3 mo		
Unit Price X 5	$31.500	
Extended Price		472.50

To be awarded as one lot		INTERGRAPH CORP DBA HEXAGON SAFETY & INFRASTRUCTURE
Line 14 On Call Records -Server CC License-Component, per specifications		
12 mo		
Unit Price	$2,112.600	
Extended Price		25,351.20
Line 15 WebRMS Server License-Load Balancing License, per specifications		
12 mo		
Unit Price	$0.000	
Extended Price		-
Line 16 On Call Records -Server CC License TST-Component, per specifications		
12 mo		
Unit Price	$0.000	
Extended Price		-
Line 17 On Call Records -Concurrent User Comp, per specifications		
12 mo		
Unit Price X 125	$38.850	
Extended Price		58,275.00
Line 18 On Call Records -Concurrent User Liense -Test, per specifications		
12 mo		
Unit Price X 125	$0.000	
Extended Price		-
Line 19 Custom Import Interface from SPEX into HxGN On Call Records , per specifications		
3 mo		
Unit Price	$397.780	
Extended Price		1,193.34
Bid Total		98,634.06
Award by Vendor		$98,634.06
City		Madison, AL



CITY OF AMARILLO, TEXAS
Vendor List For Quote 7016
HEXAGON SAFETY
INFRASTRUCTURE (ILEADS)

Date Mailed _____

Date to Open 03/26/2021 4:00 PM

476152 INTERGRAPH CORP DBA HEXAGON SAFETY & INF
305 INTERGRAPH WAY
MADISON AL 35758
Phones: 256 730-2000
800# 800 345-4856
FAX 256 730-1928

F

Amarillo City Council
Agenda Transmittal Memo

Meeting Date		**Council Priority**	Transportation
Department	Street		
Contact	Chris Mitchell, Street Superintendent		

Agenda Caption

Purchase – AC-5 Asphaltic Cement: Award to Ergon Asphalt & Emulsion Inc. - $635,071.82. This item awards a contract for the purchase of AC-5 Asphaltic Cement, used by the Street Division during the summer for sealcoating of paved streets.

Agenda Item Summary

AC-5 Asphaltic Cement, in conjunction with Pre-coated B-4 Aggregate, is used during the sealcoating process. AC-5 is applied to the street surface as a sealant, followed by the pre-coated B-4 aggregate which adheres to the AC-5 forming a new driving surface. The sealcoating process is essential to extending the life of City streets.

Requested Action

Award this contract to low bidder meeting specification, Ergon Asphalt & Emulsion Inc. at a price of $2.35 per gallon plus a federal environmental fee of $0.4977 per ton. This year's bid price is the same as last year's contract price.

Funding Summary

Funding in the amount of $675,000 for the purchase of AC-5 Asphaltic Cement is available in account 1420.68300 of the 2020/2021 Street Division Budget. The $635,071.82 cost is 5.92% less than the amount budgeted. No State or Federal funds will be used for the purchase of this product.

Community Engagement Summary

N/A

Staff Recommendation

Street Division recommends acceptance of this bid.

Bid No. 6995 Asphaltic Cement AC-5 Annual Contract
Opened 4:00 p.m. April 8, 2021

To be awarded as one lot		ERGON ASPHALT & EMULSION INC.	
Line 1 Asphalt, AC-5 Asphaltic Cement, per specifications			
270,000	ga		
	Unit Price	$2.350	
	Extended Price		634,500.00
Line 2 Federal Environmental Fee per ton of asphalt & polymer, per specifications			
1,149	tn		
	Unit Price	0.4977	
	Extended Price		571.82
	Bid Total		635,071.82
	Award by Vendor	$ 635,071.82	
	City	Austin, TX	

DALLAS TX 75251-7030
Phones: 972 367-3667

370999 THOMAS SAND & GRAVEL CO INC — VENDOR DID NOT RETURN BID
PO BOX 5664
AMARILLO TX 79119
Phones: 806 381-8485
FAX 806 381-0060

374470 SENDERO INDUSTRIES — VENDOR DID NOT RETURN BID
6814 THORNWALL
HOUSTON TX 77092
Salutation Name: SCOTT
Professional Title:
Salutation Name: JOSE
Professional Title:
Phones: 713 868-6960
FAX 713 868-6906
sembry@txsendero.com

375945 R K HALL CONSTRUCTION LTD — VENDOR DID NOT RETURN BID
5020 SE LOOOP 286
PARIS TX 75460
Salutation Name:
Professional Title: SALESMAN
Phones: 903 785-8941
FAX 903 785-8947
903 647-0581
FAX 903 784-8887

379173 ALAMO ASPHALT PRODUCTS INC — VENDOR DID NOT RETURN BID
PO BOX 354
KENDALIA TX 78027
Phones: 877 838-2205
830 336-2810
FAX 830 336-2820
aaprrw@gvtc.com

380022 WESTERN EMULSIONS INC — VENDOR DID NOT RETURN BID
10506 HARTFORD AVE
LUBBOCK TX 79423
Salutation Name:
Professional Title: SALES DIRECTOR
Phones: CAR 888 705-4137
806 549-5133
520 622-7203

BORGER TX 79008
Phones: 806 273-7501
FAX 806 273-7228

433183 HEARTLAND ASPHALT MATERIALS INC — VENDOR DID NOT RETURN BID
114 S SILVER SPRINGS RD
CAPE GIRARDEAU MO 63703-5063
Phones: 817 788-9700
FAX 817 788-9706
806 317-4181 ALVIN #

463994 ERGON ASPHALT & EMULSION INC — DELIVERY: 24 HRS AFTER ORDER PLACEMENT
TERMS: NET 30 DAYS
11612 RM 2244 BLDG 1 STE 250
AUSTIN TX 78738
Salutation Name:
Professional Title: TEXAS REGIONAL MANAGER
Salutation Name:
Professional Title: ACCOUNTS PAYABLE EMAIL
Phones: 512 469-9292
800# 800 222-7122
FAX 512 469-0391

463998 WRIGHT ASPHALT PRODUCTS COMPANY — VENDOR DID NOT RETURN BID
11931 WICKCHESTER LANE STE 101
HOUSTON TX 77043
Salutation Name:
Professional Title: CONTRACES ADMIN
Phones: 800# 800 882-6541
281 452-9084
FAX 281 452-2562

468188 CDM HOLDINGS LLC — VENDOR DID NOT RETURN BID
PO BOX 697
NEW BOSTON TX 75570
Salutation Name:
Professional Title: PRESIDENT,MANAGING MEMBER
Salutation Name:
Professional Title: ACCOUNT PAYABLE CONTACT
Phones: 903 628-1379
FAX 903 628-9984

PROVIDE A NEW DRIVING SURFACE. THE AC-5 BONDS THIS AGGREGRATE TO THE SURFACE TO THE ROADWAY.

Vendor Number	Name	Unit Cost	Extended Price
463994	ERGON ASPHALT & EMULSION INC	2.3500	634,500.00

FEDERAL ENVIRONMENTAL FEE WILL BE ADDED TO ABOVE PRICES AT RATE OF $.49770/TON FOR ASPHALT & POLYMER LOADS OR $.00150/GAL FOR EMULSION LOADS.

TOTAL BID AMOUNT $ 634,500.00

Amarillo City Council
Agenda Transmittal Memo

CITY MANAGER

Meeting Date		**Council Priority**	N/A
Department	Amarillo Police Department		
Contact	Trent Davis, Purchasing Agent		

Agenda Caption

Consider Award – Purchase of Ballistic Vest for Police Department – Supply Agreement
Contact: Trent Davis – Director of Purchasing

Award to: Aspetto Inc., $76,000.00

This award consists of the purchase of Ballistic Vest for the Amarillo Police Department Officers and Civilians, Amarillo Police Department Recruits, City of Amarillo Rick Husband International Airport Police.

Agenda Item Summary

Purchase of Ballistic Vest for Police Department – Supply Agreement for the Amarillo Police Department Officers and Civilians, Amarillo Police Department Recruits, City of Amarillo Rick Husband International Airport Police.

Requested Action

Consider approval and award of Purchase of Ballistic Vest for Police Department – Supply Agreement.

Funding Summary

Funding for this award is available in the Quartermaster Inventory Balance Sheet Account 1000.15360

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of bid.

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 6973
BALLISTIC VEST FOR POLICE
DEPARTMENT- SUPPLY AGREEMENT

TO BE AWARDED AS ONE LOT.

Line Number			Quantity
1	16106001	BALLISTIC VEST W/2 CARRIERS	100.00

(1) 7 X 10 TRAUMA PLATE
LEVEL IIIA LIGHT WEIGHT SOFT
BODY ARMOR WITH 2 CONCEALABLE
CARRIER SYSTEMS.

LEVEL IIIA MUST MEET THE
FOLLOWING SPECIFICATIONS:
NIJ 0101.06 CERTIFIED
AREAL DENSITY: 0.86 PSF
THICKNESS: 0.21"
BALLISTIC MATERIAL:
TWARON/DYNEEMA
SPECIAL THREAT TESTING:
V50 - 2GR RCC 2918 FPS
(890 M/S)
V50 - 4GR RCC 2553 FPS
(778 M/S)
V50 - 16GR RCC 2124 FPS
(647 M/S)
V50 - 17GR FSP (.22CAL)
2006 FPS (611 M/S)
V50 - 64GR RCC 1809 FPS
(551 M/S)
V50 - 9MM 127GR SXT 1755 FPS
(535 M/S)
P-BFS AVG. - 9MM 127GR
SXT 29 MM
P-BFS AVG. - 40CAL 165GR
GDHP 29 MM
V50 - 5.7X28MM 27GR SS195 HP
2422 FPS (738 M/S)
P-BFS AVG. - 5.7X28MM 27GR SS195 HP
17 MM

CONCEALABLE CARRIER MUST MEET
THE FOLLOWING SPECIFICATIONS:
MICROFIBER OUTER SHELL
ANTI-MICROBIAL INNER LINING
INTERNAL SUSPENSION
FRONT PLATE POCKETS
MUST HAVE THE OPTION TO ADD
KWIQ CLIPS

C1-C5 GENDER NEUTRAL ON SITE
MEASURING BY CERTIFIED
PERSONNEL SERVICE REQUIRED.
5 YEAR WARRANTY ON THE
BALLISTICS
18 MONTHS WARRANTY ON CARRIERS

Vendor Number	Name	Unit Cost	Extended Price
482867	CAPITAL WELL CORPORATION	469.9900	46,999.00

SPECIFY BRAND AND MODEL: VARANUS COVERT VEST W IIIA PANELS

TOTAL BID AMOUNT $ 46,999.00

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 6973
BALLISTIC VEST FOR POLICE
DEPARTMENT- SUPPLY AGREEMENT

482866	10 WEST TACTICAL FIREARMS	715.0000	71,500.00

*OFFICER'S NAME STRIP WITH VELCRO BACKING INCLUDED FREE OF COST (NORMAL PRICE: $12.50 VALUE)

SPECIFY BRAND AND MODEL: ONYX ARMOR, PRO-AIR IIIA, MALE & UNSTRUCTURED FEMALE, 2 PEGASUS CARRIERS 7X10 PLATE POCKET & 7X10 STP *OPTION FOR KWIQ CLIPS (WHICH MUST BE SPECIFIED AT TIME OF ORDER)

OFFICER'S NAME STRIP WITH VELCRO BACKING INCLUDED (FREE OF CHARGE...$12.50 VALUE)

100 VESTS @ 715.00 EACH

TOTAL BID AMOUNT $ 71,500.00

482864	DANA SAFETY SUPPLY INC *BID T	747.5000	74,750.00

SPECIFY BRAND AND MODEL: ONYX ARMOR PRO-AIR IIIA PACKAGE INCLUDES PRO-AIR LEVEL IIIA ARMOR PANELS, (2) PEGASUS CARRIERS, AND A 7X10 STP

TOTAL BID AMOUNT $ 74,750.00

477762	KONOVAL LLC	756.3000	75,630.00

SPECIFY BRAND AND MODEL: MIDWEST ARMOR SPECTER IIIA WITH OPTIONAL FIRSTSPEAR TUBES

TOTAL BID AMOUNT $ 75,630.00

468484	ASPETTO INC	760.0000	76,000.00

SPECIFY BRAND AND MODEL: ASPETTO INC ASP-SLXIIIA-CON-PKG

TOTAL BID AMOUNT $ 76,000.00

450313	GALLS INC LLC **BID TABS ONLY*	793.0000	79,300.00

SPECIFY BRAND AND MODEL: HI LITE W/AXIIIA 2 CARRIERS/GALLS 8X10 SOFT TRAUMA PLATE.

TOTAL BID AMOUNT $ 79,300.00

117564	MES MUNICIPAL EMERGENCY SERVIC	794.7500	79,475.00

SPECIFY BRAND AND MODEL: GHARMOR-GHEX02-111A

TOTAL BID AMOUNT $ 79,475.00

472775	DANA SAFETY SUPPLY INC	795.0000	79,500.00

SPECIFY BRAND AND MODEL: SLAT SOLUTIONS SLXIIIA PACKAGE INCLUDES SLX LEVEL IIIA VEST PANELS, (2) SS GEN II CARRIERS, A 5X8 STP, AND A 7X9 STP.

TOTAL BID AMOUNT $ 79,500.00

117630	GALLS LLC	823.0000	82,300.00

SPECIFY BRAND AND MODEL: POINT BLANK HI LITE AXBIIIA TWO CARRIERS/GALLS 8 X 10 SOFT TRAUMA PLATE

CITY OF AMARILLO, TEXAS
Bid Evaluation For Quote 6973
BALLISTIC VEST FOR POLICE
DEPARTMENT- SUPPLY AGREEMENT

TOTAL BID AMOUNT $ 82,300.00

435642	M-PAK INC	901.0000	90,100.00

SPECIFY BRAND AND MODEL: POINT BLANK (HL6ABDSOM)

TOTAL BID AMOUNT $ 90,100.00

482868	PRIMARY ARMS LLC	931.0300	93,103.00

SPECIFY BRAND AND MODEL: SURVIVALARMOR PALADIN IIIA

TOTAL BID AMOUNT $ 93,103.00

450262	COPS PRODUCTS LLC	935.0000	93,500.00

ITEM# RZRM3ARG2 (SEE NEXT PG. FOR DETAILS)
*NO OVERSIZE FEE'S
** SHIPPING INCLUDED IN PRICE

SPECIFY BRAND AND MODEL: ARMOR EXPRESS
- RAZOR LEVEL IIIA
TICKNESS .21
TWARON DYNEEMA

-ARA ICW FOAM
ENCAPSULATED
PLATE5X8

-REVOLUTION CARRIER
MICROFIBER NYLON
WATERREPELLANT
MOISTURE WICKING
ANTI-MICROBIAL LINING
INTERIOR SUSPENSION

(LITERATUREENCLOSED WITH BID)

TOTAL BID AMOUNT $ 93,500.00

450312	DIEXON GROUP LLC DBA TACTICAL	960.0000	96,000.00

SPECIFY BRAND AND MODEL: ARMOR EXPRESS RAZOR IIIA CONCEALABLE PANELS
5 YEAR WARRANTY.
ARMOR EXPRESS REVOLUTION CARRIERS -24 MONTH WARRANTY.
ARMOR EXPRESS ARA SHOCK ICW FE 7X10 TRAUMA PLATE- 5 YEAR WARRANTY

TOTAL BID AMOUNT $ 96,000.00

378554	G T DISTRIBUTORS INC	1,208.3500	120,835.00

SPECIFY BRAND AND MODEL: SAFARILAND BODY ARMOR:
-SX02 IVI IIIA-BA-3A00S-SX02
-MC CONCEALABLE CARRIERS
-7X9 SOFT TRAUMA PLATE

TOTAL BID AMOUNT $ 120,835.00

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	5/11/2021	**Council Priority**	Long Term Plan for Infrastructure
Department	Water Utilities – Director of Utilities		
Contact	Jonathan Gresham – Director of Utilities		

Agenda Caption

Consider Approval –Belt Press Rehab at Hollywood Road WRF Engineering Services (Project #530047), for $436,000.00.

Agenda Item Summary

Consider Approval

KSA Engineers will evaluate and recommend replacement for the existing belt press at the Hollywood Road WRF. This is original equipment to the plant from initial construction. These belt presses are over 40 years old and have reached their life span. In 2017 The city of Amarillo performed a pilot study that determined the belt presses had reached their effective life span. Parts have become increasingly harder to obtain in recent years and pricing has skyrocketed due to scarcity of parts. The pilot study determined that there are multiple technologies that offer increased efficiency to the current belt presses. This engineering would allow the Hollywood Road WRF to more efficiently manage their sludge and lower the impact on our City Landfill at the same time.

Requested Action

Utilities staff requests the approval of Belt Press Rehab at Hollywood Road WRF (Project #530047), for $436,000 to KSA Engineers.

Funding Summary

This purchase will be funded from 530047.17400.2040. This account has a current balance of $3,200,00.00

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends the approval of award.

RFQ 04-21 PROFESSIONAL SERVICES FOR CITY OF AMARILLO BELT REHAB AT HOLLYWOOD WWTF

VENDOR LIST ESTABLISHED THROUGH PRE-QUALIFIED BIDDERS LIST RFQ 01-20 CIVIL ENGINEER DISCIPLINE

Preliminary Compilation of Points Evaluation Criteria Ranking	Understanding of the requirements:	Experience with similar types of design and the ability of the consultant's professional personnel to perform the services:	Familiarity with the project area:	Experience with similar municipal prjects and project approach:	The ability and willingness to meet time and budget requirements:	Current capacity to complete work:	Approach to conflict:	References from other clients attesting to Consultants: (a) Quality of Work (5 points) (b) Compliance with performance standards and schedules (5 points)	Total Points Possible	Ranking	
Vendor	60	90	15	30	30	30	15	30	300		**Comments**
GUERNSEY	49.00	76.00	4.00	26.00	27.00	28.00	13.00	27	250.00	**9**	
HALFF ASSOCIATES	47.00	78.00	7.00	25.00	27.00	28.00	13.00	27.75	252.75	**7**	
J SHEEHAN ENGINEERING	43.00	55.00	9.00	21.00	26.00	25.00	11.00	24.75	214.75	**14**	
HDR	56.00	81.00	11.00	28.00	28.00	29.00	15.00	26.25	274.25	**3**	
OJD ENGINEERING	47.00	55.00	8.00	21.00	26.00	25.00	12.00	24	218.00	**13**	

PERKINS ENGINEERING	41.00	56.00	3.00	20.00	26.00	23.00	13.00	28.5	210.50	**15**	
LAVIN ARCHITECTS	5.00	5.00	2.00	7.00	19.00	0.00	12.00	15	65.00	**19**	
PLUMMER ASSOCIATES	50.00	72.00	8.00	27.00	27.00	27.00	13.00	25.5	249.50	**10**	
BRANDT ENGINEERS	50.00	58.00	8.00	24.00	27.00	26.00	14.00	28.5	235.50	**12**	
MIG	41.00	57.00	3.00	21.00	26.00	25.00	12.00	24	209.00	**16**	
GEOSPATIAL DATA INC	38.00	45.00	6.00	22.00	26.00	25.00	15.00	27	204.00	**17**	
CRIADO & ASSOCIATES	42.00	58.00	4.00	26.00	27.00	22.00	12.00	0	191.00	**18**	
PARKHILL SMITH & COOPER	50.00	79.00	9.00	27.00	27.00	27.00	12.00	27.39	258.39	**6**	
GARVER	54.00	82.00	11.00	28.00	28.00	29.00	12.00	25.5	269.50	**4**	
KSA ENGINEERS	59.00	86.00	15.00	29.00	29.00	30.00	13.00	29.25	290.25	**1**	
ENPROTEC HIBBS & TODD	45.00	71.00	7.00	25.00	28.00	26.00	12.00	30	244.00	**11**	
JACOBS ENGINEERING	48.00	76.00	9.00	27.00	28.00	27.00	12.00	24	251.00	**8**	

FREESE & NICHOLS	51.00	81.00	9.00	27.00	28.00	28.00	14.00	28.5	266.50	**5**	
KIMLEY HORN	54.00	83.00	11.00	28.00	28.00	29.00	15.00	29.25	277.25	**2**	
Date: 4-19-21											

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Amarillo City Council
Agenda Transmittal Memo

Meeting Date	5/11/2021	**Council Priority**	Long Term Plan for Infrastructure
Department	Water Utilities – Director of Utilities		
Contact	Jonathan Gresham – Director of Utilities		

Agenda Caption

Consider Approval – Change order No. 2 to the Osage Water Treatment Filter Rehabilitation with Stolz Mechanical LLC., (project 523386), for $71,015.00.

Agenda Item Summary

Consider Approval

Change order No. 2 adds walkways along the north ends of the filter basins. These walkways are a result of Air Scour piping being moved from the center of the filter basins to the ends for constructability. Moving this piping puts the new piping in the current walkway limiting access to the filter and valves. For safety the new walkways will be constructed granting access to the end of the filter basins, reducing potential trip hazards and head injuries. The new walkways include hot dip galvanized frames with aluminum railing and fiberglass grating along the north ends of all 8 filter basins. Consider Approval of Change Order No. 2 to the Osage Water Treatment Filter Rehabilitation contract with Stolz Mechanical

Original Contract	$ 4,029,950.00
Change order #1	$ (-10,300.00)
This Change order	$ 71,015.00
Total Contract:	$ 4,090,665.00
Percent Change	1.51%

This change order is necessary to provide safe access during future operations by adding sidewalks.

Requested Action

Utilities staff requests the approval of Change order No. 2 Osage Water Treatment Filter Rehabilitation (project 523386), for $71,015.00 to Stolz Mechanical Contractors LLC .

Funding Summary

This purchase will be funded from 523386.17400.1040. This account has a current balance of $4,670,446.50

Community Engagement Summary

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO®
CITY MANAGER

N/A

Staff Recommendation

Staff recommends the approval of award.

Bid No. 6851 BEST VALUE BID FOR CITY OF AMARILLO OSAGE WATER TREATMENT PLANT FILTER REHABILITATION
Opened 4:00 p.m. July 16,2020

To be awarded by lot	RMCI INC OF TEXAS		ASSOCIATED CONSTRUCTION PARTNERS LTD		STOLZ MECHANICAL CONTRACTORS LLC		MH CIVIL CONSTRUCTORS INC	
LOT #1								
Line 1 Mobiliztion, per specifications								
1 ls								
Unit Price	$200,000.000		$240,000.000		$175,000.000		$400,000.000	
Extended Price		200,000.00		240,000.00		175,000.00		400,000.00
Line 2 Demolish existing media and underdrains, per specifications								
8 ea								
Unit Price	$100,000.000		$150,000.000		$45,000.000		$100,000.000	
Extended Price		800,000.00		1,200,000.00		360,000.00		800,000.00
Line 3 Install new underdrains and media, per specifications								
8 ea								
Unit Price	$365,000.000		$150,000.000		$240,000.000		$425,000.000	
Extended Price		2,920,000.00		1,200,000.00		1,920,000.00		3,400,000.00
Line 4 Install SST air drop pipes and SST supports, per specifications								
8 ea								
Unit Price	$66,000.000		$95,000.000		$110,000.000		$50,000.000	
Extended Price		528,000.00		760,000.00		880,000.00		400,000.00
Line 5 Install 30" flowmeter, per specifications								
1 ls								
Unit Price	$112,000.000		$60,000.000		$65,000.000		$100,000.000	
Extended Price		112,000.00		60,000.00		65,000.00		100,000.00

To be awarded by lot	RMCI INC OF TEXAS		ASSOCIATED CONSTRUCTION PARTNERS LTD		STOLZ MECHANICAL CONTRACTORS LLC		MH CIVIL CONSTRUCTORS INC	
Line 6 Modify Controls, per specifications								
1 ls								
Unit Price	$180,000.000		$30,000.000		$150,000.000		$100,000.000	
Extended Price		180,000.00		30,000.00		150,000.00		100,000.00
Total LOT #1 Base Bid-Block-Type Underdrains		$4,740,000.00		$3,490,000.00		$3,550,000.00		$5,200,000.00
LOT#2								
Line 7 Delete item 1-4 (unit price must match bid for item1-4) , per specifications								
8 ea								
Unit Price	($66,000.000)		($425,000.000)		$110,000.000		$50,000.000	
Extended Price		(528,000.00)		(3,400,000.00)		880,000.00		400,000.00
Line 8 Install PVC air drop pipes and SST supports, per specifications								
8 ea								
Unit Price	($31,000.000)		$382,000.000		$85,000.000		$40,000.000	
Extended Price		(248,000.00)		3,056,000.00		680,000.00		320,000.00
Total LOT #1 Alternate Bid A-PVC Air Drops		($248,000.00)		($344,000.00)		$680,000.00		$720,000.00
Total LOT #1-Block-Type Underdrains		$4,460,000.00		$3,146,000.00		$3,350,000.00		$5,920,000.00
LOT#2								
Line 9 Mobilization ,per specifications								
1 ls								
Unit Price	$0.000		$240,000.000		$200,000.000		$400,000.000	
Extended Price		-		240,000.00		200,000.00		400,000.00

To be awarded by lot	RMCI INC OF TEXAS	ASSOCIATED CONSTRUCTION PARTNERS LTD	STOLZ MECHANICAL CONTRACTORS LLC	MH CIVIL CONSTRUCTORS INC
Line 10 Demolish existing media and underdrains, per specifications				
8 ea				
Unit Price	$0.000	$150,000.000	$68,750.000	$100,000.000
Extended Price	-	1,200,000.00	550,000.00	800,000.00
Line 11 Install new underdrains and media, per specifications				
8 ea				
Unit Price	$0.000	$180,000.000	$225,000.000	$425,000.000
Extended Price	-	1,440,000.00	1,800,000.00	3,400,000.00
Line 12 Install SST air drop pipes and SST supports, per specifications				
8 ea				
Unit Price	$0.000	$127,000.000	$147,493.750	$125,000.000
Extended Price	-	1,016,000.00	1,179,950.00	1,000,000.00
Line 13 Install 30" flowmeter, per specifications				
1 ls				
Unit Price	$0.000	$60,000.000	$150,000.000	$100,000.000
Extended Price	-	60,000.00	150,000.00	100,000.00
Line 14 Modify controls, per specifications				
1 ls				
Unit Price	$0.000	$30,000.000	$150,000.000	$100,000.000
Extended Price	-	30,000.00	150,000.00	100,000.00
Total LOT #2 Base Bid-Stainless Steel Underdrains	$0.00	$3,986,000.00	$4,029,950.00	$5,800,000.00

To be awarded by lot	RMCI INC OF TEXAS		ASSOCIATED CONSTRUCTION PARTNERS LTD		STOLZ MECHANICAL CONTRACTORS LLC		MH CIVIL CONSTRUCTORS INC	
Total LOT #2-Alternate Bid A-PVC Air Drops								
Line 15 Delete item 2-4 (unit price must match bid for item 2-4), per specifications								
8 ea								
Unit Price	$0.000		($487,000.000)		$147,493.750		$125,000.000	
Extended Price		-		(3,896,000.00)		1,179,950.00		1,000,000.00
Line 16 Install PVC air drop pipes and SST supports ,per specifications								
8 ea								
Unit Price	$0.000		$400,000.000		$72,754.000		$75,000.000	
Extended Price		-		3,200,000.00		582,032.00		600,000.00
Total LOT #2 Alternate Bid A-PVC Air Drops		$0.00		($696,000.00)		$1,761,982.00		$1,600,000.00
Total LOT #2-Stainless Steel Underdrains				$3,290,000.00		$5,791,932.00		$7,400,000.00
AWARD BY VENDOR						$4,029,950.00		
CHANGE ORDER #1						-$10,300.00		
CHANGE ORDER #2						$71,015.00		
REVISED TOTAL						$4,090,665.00		



J

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	May 11, 2021	**Council Priority**	Best Management Practices - Infrastructure
Department	Director of Utilities Office - Water Utilities		
Contact	Jonathan Gresham – Director of Utilities		

Agenda Caption

Consider Approval of Phase III of consulting contract for SL-serco for the Procurement, Deployment, and Installation Phase of the Advanced Meter Infrastructure (AMI) system for $1,167,537.

Agenda Item Summary

This agreement is for Professional Services by SL-serco Inc., in the amount not to exceed $1,167,537 for the Procurement, Deployment, and Installation phase of the Advanced Metering Infrastructure (AMI). In this phase SL-serco will provide project management for the years 2021-2024 and will facilitate the procurement of the smart meters as well as perform Proof of Concept testing for the installation of the smart meters. SL-serco will work with City staff to establish the Customer Portal website. SL-serco will develop the Change Management Plan and facilitate the training of City staff on the new operations of the AMI system.

Requested Action

Consider approval and award of the Phase III contract to SL-serco for Professional Services for Advanced Meter Infrastructure (AMI).

Funding Summary

Funding for this contract ($1,167,537) is available from the Water E&I account.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of contract to SL-serco.

Bid No. 7036 Professional Services for AMI Phase III Deployment of RFQ 01-18
Opened 4:00 p.m. April 27, 2021

To be awarded as one lot		SL-SERCO, INC.
Line 1 Professional Services, per specifications		
1 ea		
Unit Price	$1,167,537.000	
Extended Price		1,167,537.00
Bid Total		1,167,537.00
Award by Vendor		1,167,537.00
City		Minneapolis, MN



K

Amarillo City Council
Agenda Transmittal Memo

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

Agenda Caption

CONSIDER AWARD OF BID #6998 FOR LANDSCAPE MAINTENANCE FOR CITY PARKS AND OTHER LOCATIONS TO REEDER LANDSCAPE
Total cost - $928,146.27.

Lot 1 - Neighborhood Parks - $598,562.10
Lot 2 - Linear Parks - $140,017.62
Lot 3 - Public Buildings - $91,222,80
Lot 4 - Traffic Islands – $65,059.75
Lot 5 - Other Properties - $33,284.00

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

Agenda Item Summary

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

The contract will include regular mowing on the following schedule:

- March 1 – March 31 (Bi-Weekly Mowing)
- April 1 – Sept 30 (Weekly Mowing)
- October 1 – October 31 (Bi-Weekly Mowing)
- Dec, Jan, Feb – Extra Mows as needed (3 included in the bid)

The contract will also include the following landscape maintenance items: turf aerification; weed/insect control; ground cover control/edging; shrub pruning/trimming; mulch application; fertilizer application; pre-emergent application; and, removal of dead or broken limbs.

This is a one (1) year contract with options to renew for two (2) additional one (1) year periods, if agreeable by both parties.

The landscape maintenance for City Parks and other locations was initially bid in the spring of 2020 but was not awarded due to the unknown impacts of COVID.

Amarillo City Council
Agenda Transmittal Memo

Requested Action
Approval and authorization for City Manager to execute agreement.

Funding Summary
Funds for the landscape maintenance bid are available in the FY2020/21 Parks Maintenance budget through salary savings.

Community Engagement Summary
n/a

Staff Recommendation
Staff recommends approval.

Bid No. 6998 Landscape Maintenance for City Parks and Other Locations
Opened 4:00 p.m., April 29, 2021

To be awarded by lot	REEDER LANDSCAPE	
Line 01-01 Benton Park, per specifications		
1 yr		
Unit Price	$19,285.450	
Extended Price		$19,285.45
Line 01-02 Bones Hooks Park, per specifications		
1 yr		
Unit Price	$18,492.890	
Extended Price		$18,492.89
Line 01-03 East Park, per specifications		
1 yr		
Unit Price	$14,001.760	
Extended Price		$14,001.76
Line 01-04 Ellwood Park, per specifications		
1 yr		
Unit Price	$62,347.470	
Extended Price		$62,347.47
Line 01-05 Glenwood Park, per specifications		
1 yr		
Unit Price	$14,530.130	
Extended Price		$14,530.13
Line 01-06 Greenways Park, per specifications		
1 yr		
Unit Price	$52,836.840	
Extended Price		$52,836.84
Line 01-07 Mary Hazelrigg Park, per specifications		
1 yr		
Unit Price	$7,132.970	
Extended Price		$7,132.97
Line 01-08 Dr. Martin Luther King Park, per specifications		
1 yr		
Unit Price	$24,357.780	
Extended Price		$24,357.78

To be awarded by lot	REEDER LANDSCAPE	
Line 01-09 Memorial Park, per specifications		
1 yr		
Unit Price	$39,363.440	
Extended Price		$39,363.44
Line 01-10 Oliver Eakle Park, per specifications		
1 yr		
Unit Price	$6,604.600	
Extended Price		$6,604.60
Line 01-11 Paramoun Park, per specifications		
1 yr		
Unit Price	$21,134.740	
Extended Price		$21,134.74
Line 01-12 Pleasant Valley Park, per specifications		
1 yr		
Unit Price	$23,512.390	
Extended Price		$23,512.39
Line 01-13 Sam Houston Park, per specifications		
1 yr		
Unit Price	$36,985.790	
Extended Price		$36,985.79
Line 01-14 San Jacinto Park, per specifications		
1 yr		
Unit Price	$19,813.810	
Extended Price		$19,813.81
Line 01-15 Sanborn Park, per specifications		
1 yr		
Unit Price	$7,132.970	
Extended Price		$7,132.97
Line 01-16 S. E. Pool, per specifications		
1 yr		
Unit Price	$15,349.100	
Extended Price		$15,349.10
Line 01-17 Southlawn, per specifications		
1 yr		
Unit Price	$21,398.920	
Extended Price		$21,398.92

To be awarded by lot	REEDER LANDSCAPE	
Line 01-18 S. F. Austin, per specifications		
1 yr		
Unit Price	$21,398.920	
Extended Price		$21,398.92
Line 01-19 West Hills Park, per specifications		
1 yr		
Unit Price	$55,214.500	
Extended Price		$55,214.50
Line 01-20 Westover Village, per specifications		
1 yr		
Unit Price	$17,964.520	
Extended Price		$17,964.52
Line 01-21 Will Rogers Park, per specifications		
1 yr		
Unit Price	$10,303.180	
Extended Price		$10,303.18
Line 01-22 Rick Klein North Park, per specifications		
1 yr		
Unit Price	$89,399.930	
Extended Price		$89,399.93
Lot 1		
Total Cost to Maintain Neighborhood Parks		$598,562.10
Cost to Maintain 1 Acre of Neighborhood Park	2641.84/year	
Line 02-01 Rails to Trails, per specifications		
1 yr		
Unit Price	$140,017.620	
Extended Price		$140,017.62
Lot 2 Total		$140,017.62
Cost to Maintain 1 Acre of Linear	2641.84/year	

To be awarded by lot	REEDER LANDSCAPE	
Line 03-01 Animal Control, per specifications		
1 yr		
Unit Price	$1,585.110	
Extended Price		$1,585.11
Line 03-02 Amarillo Tennis Center, per specifications		
1 yr		
Unit Price	$12,680.840	
Extended Price		$12,680.84
Line 03-03 Simms Building, per specifications		
1 yr		
Unit Price	$528.370	
Extended Price		$528.37
Line 03-04 Bivins Home, per specifications		
1 yr		
Unit Price	$554.790	
Extended Price		$554.79
Line 03-05 Bus transfer Sation, per specifications		
1 yr		
Unit Price	$264.180	
Extended Price		$264.18
Line 03-06 Central Library, per specifications		
1 yr		
Unit Price	$2,641.840	
Extended Price		$2,641.84
Line 03-07 Central Service, per specifications		
1 yr		
Unit Price	$1,320.920	
Extended Price		$1,320.92
Line 03-08 City Hall, per specifications		
1 yr		
Unit Price	$7,132.970	
Extended Price		$7,132.97
Line 03-09 Civic Center, per specifications		
1 yr		
Unit Price	$15,058.500	
Extended Price		$15,058.50

To be awarded by lot	REEDER LANDSCAPE	
Line 03-10 Department of Public Health, per specifications		
1 yr		
Unit Price	$3,170.210	
Extended Price		$3,170.21
Line 03-11 East Branch Library, per specifications		
1 yr		
Unit Price	$2,906.030	
Extended Price		$2,906.03
Line 03- 12 Fire Administration, per specifications		
1 yr		
Unit Price	$264.180	
Extended Price		$264.18
Line 03-13 Globe News Performing Arts, per specifications		
1 yr		
Unit Price	$1,585.110	
Extended Price		$1,585.11
Line 03-14 Madam Queen, per specifications		
1 yr		
Unit Price	$2,747.520	
Extended Price		$2,747.52
Line 03-15 N. W. Branch Library, per specifications		
1 yr		
Unit Price	$2,773.930	
Extended Price		$2,773.93
Line 03- 16 Police & Court, per specifications		
1 yr		
Unit Price	$660.460	
Extended Price		$660.46
Line 03-17 North Branch Library, per specifications		
1 yr		
Unit Price	$3,170.210	
Extended Price		$3,170.21

To be awarded by lot	REEDER LANDSCAPE	
Line 03-18 Police Bomb Squad, per specifications		
1 yr		
Unit Price	$6,340.420	
Extended Price		$6,340.42
Line 03-19 Southwest Branch Library, per specifications		
1 yr		
Unit Price	$24,833.310	
Extended Price		$24,833.31
Line 03-20 WIC Building, per specifications		
1 yr		
Unit Price	$1,003.900	
Extended Price		$1,003.90
Lot 3		
Total Cost to Maintain Public Buildings		$91,222.80
Cost to Maintain 1 Acre of Public Buildings	2641.84/year	
Line 04-01 10th & Florida, per specifications		
1 yr		
Unit Price	$282.500	
Extended Price		$282.50
Line 04-02 11th & Avondale, per specifications		
1 yr		
Unit Price	$197.750	
Extended Price		$197.75
Line 04-03 11th & Beverly, per specifications		
1 yr		
Unit Price	$197.750	
Extended Price		$197.75
Line 04-04 15th & Florida, per specifications		
1 yr		
Unit Price	$282.500	
Extended Price		$282.50
Line 04-05 26th & Pierce, per specifications		
1 yr		
Unit Price	$339.000	
Extended Price		$339.00
Line 04-06 Alice Landergin Triangle, per specifications		
1 yr		
Unit Price	$762.750	
Extended Price		$762.75

To be awarded by lot	REEDER LANDSCAPE	
Line 04-07 Airport Blvd., per specifications		
1 yr		
Unit Price	$14,351.000	
Extended Price		$14,351.00
Line 04-08 Corelander, per specifications		
1 yr		
Unit Price	$339.000	
Extended Price		$339.00
Line 04-09 Greenwood, per specifications		
1 yr		
Unit Price	$3,390.000	
Extended Price		$3,390.00
Line 04-10 Helium Monument, per specifications		
1 yr		
Unit Price	$508.500	
Extended Price		$508.50
Line 04-11 Julian Blvd., per specifications		
1 yr		
Unit Price	$24,577.500	
Extended Price		$24,577.50
Line 04-12 McCarty Circle & Triangles, per specifications		
1 yr		
Unit Price	$2,570.750	
Extended Price		$2,570.75
Line 04-13 Oldham Circle, per specifications		
1 yr		
Unit Price	$565.000	
Extended Price		$565.00
Line 04-14 Pierce St. Water Tower, per specifications		
1 yr		
Unit Price	$2,118.750	
Extended Price		$2,118.75
Line 04-15 Plum Bob Triangle, per specifications		
1 yr		
Unit Price	$113.000	
Extended Price		$113.00
Line 04-16 Puckett Gate, 34th & Belmont, per specifications		
1 yr		
Unit Price	$904.000	
Extended Price		$904.00

To be awarded by lot	REEDER LANDSCAPE	
Line 04-17 Puckett Gate, 34th & Palmer, per specifications		
1 yr		
Unit Price	$1,440.750	
Extended Price		$1,440.75
Line 04-18 Puckett Gate, Puckett & Bell, per specifications		
1 yr		
Unit Price	$310.750	
Extended Price		$310.75
Line 04-19 Rockgate, per specifications		
1 yr		
Unit Price	$1,356.000	
Extended Price		$1,356.00
Line 04-20 Roy Reed Triangle, per specifications		
1 yr		
Unit Price	$819.250	
Extended Price		$819.25
Line 04-21 Wallace Blvd, per specifications		
1 yr		
Unit Price	$8,051.250	
Extended Price		$8,051.25
Line 04-22 Wayside Triangle, per specifications		
1 yr		
Unit Price	$141.250	
Extended Price		$141.25
Line 04-23 Wolflin Triangle, per specifications		
1 yr		
Unit Price	$1,440.750	
Extended Price		$1,440.75
Lot 4		
Total Cost to Maintain Traffic Islands		$65,059.75
Cost to Maintain 1 Acre of Traffic Islands	2825/year	
Line 05-01 1412 NW 14th, per specifications		
1 yr		
Unit Price	$60.000	
Extended Price		$60.00
Line 05-02 412 SW 4th, per specifications		
1 yr		
Unit Price	$384.000	
Extended Price		$384.00

To be awarded by lot	REEDER LANDSCAPE	
Line 05-03 701 SE 5th, per specifications		
1 yr		
Unit Price	$76.000	
Extended Price		$76.00
Line 05-04 1621 SW 5th, per specifications		
1 yr		
Unit Price	$1,080.000	
Extended Price		$1,080.00
Line 05-05 2402 N Ong, per specifications		
1 yr		
Unit Price	$1,004.000	
Extended Price		$1,004.00
Line 05-06 1413 NW 17th, per specifications		
1 yr		
Unit Price	$100.000	
Extended Price		$100.00
Line 05-07 1814 S Western, per specifications		
1 yr		
Unit Price	$928.000	
Extended Price		$928.00
Line 05-08 500 Parker, per specifications		
1 yr		
Unit Price	$1,672.000	
Extended Price		$1,672.00
Line 05-09 Memorial Park, per specifications		
1 yr		
Unit Price	$1,084.000	
Extended Price		$1,084.00
Line 05-10 1601 N. Williams, per specifications		
1 yr		
Unit Price	$572.000	
Extended Price		$572.00
Line 05-11 I-40 & Tee Anchor, per specifications		
1 yr		
Unit Price	$896.000	
Extended Price		$896.00
Line 05-12 Echo & Lindberg, per specifications		
1 yr		
Unit Price	$600.000	
Extended Price		$600.00

To be awarded by lot	REEDER LANDSCAPE	
Line 05-13 3211 SW 26th, per specifications		
1 yr		
Unit Price	$7,660.000	
Extended Price		$7,660.00
Line 05-14 34th S Ong, per specifications		
1 yr		
Unit Price	$740.000	
Extended Price		$740.00
Line 05-15 Soncy & Patroit, per specifications		
1 yr		
Unit Price	$260.000	
Extended Price		$260.00
Line 05-16 701 N Madison, per specifications		
1 yr		
Unit Price	$108.000	
Extended Price		$108.00
Line 05-17 1400-1416 N Manroe, per specifications		
1 yr		
Unit Price	$616.000	
Extended Price		$616.00
Line 05-18 201 S Fillmore, per specifications		
1 yr		
Unit Price	$248.000	
Extended Price		$248.00
Line 05-19 6009 Estacado, per specifications		
1 yr		
Unit Price	$216.000	
Extended Price		$216.00
Line 05-20 6100 Danny, per specifications		
1 yr		
Unit Price	$4,688.000	
Extended Price		$4,688.00
Line 05-21 5300 Winkler, per specifications		
1 yr		
Unit Price	$6,096.000	
Extended Price		$6,096.00
Line 05-22 4213 Crouch, per specifications		
1 yr		
Unit Price	$144.000	
Extended Price		$144.00

To be awarded by lot	REEDER LANDSCAPE	
Line 05-23 4900 S Washington, per specifications		
1 yr		
Unit Price	$3,400.000	
Extended Price		$3,400.00
Line 05-24 1000 Martin Rd, per specifications		
1 yr		
Unit Price	$596.000	
Extended Price		$596.00
Line 05-25 Hodgetown Stadium Perimeter, per specifications		
1 yr		
Unit Price	$56.000	
Extended Price		$56.00
Lot 5		
Total Cost to Maintain Undeveloped Mowing		$33,284.00
Cost to Maintain 1 Acre of Undeveloped Mowing	400.00/year	
Bid Total Award		$928,146.27
City		Amarillo, TX

RESOLUTION NO. _____

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

WHEREAS, the office of Mayor Pro Tempore serves an important leadership role for the City; and

WHEREAS, the Mayor Pro Tempore assumes the roles of the Mayor when the Mayor is unavailable due to illness, extended travel, resignation, or death. The Mayor Pro Tempore is often called upon to represent the City at local events, ceremonies, and celebrations and may be called upon to represent the City at State and regional conferences, among other duties; and

WHEREAS, the City Council hereby finds and determines that it is in the best interest of the City for the Mayor Pro Tempore to be selected by the members of the City Council to serve a one-year term.

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

SECTION 1. The Mayor Pro Tem shall be selected from among the four (4) Council Members and shall be selected each year. If said year be an election year, such selection will be at the first regular meeting following the regular City election or any run-off elections required, whichever shall last occur. The Mayor Pro Tempore shall in the absence or disability of the Mayor perform all the Mayor's duties.

SECTION 2. Should any part of this Resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this Resolution.

SECTION 3. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED this 11th day of May, 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
LeAnn Gallman,Interim City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

F

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	May 11, 2021	**Council Priority**	Public Safety
Department	Amarillo Police Department		
Contact	Chief Birkenfeld / Sgt. Hill		

Agenda Caption

Acceptance – Texas Traffic Safety Program Grant Agreement – STEP – Click it or Ticket

This item accepts the Fiscal Year 2021 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

Agenda Item Summary

This grant provides the Amarillo Police Department grant dollars to fund overtime associated with patrol and enforce of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

Requested Action

Council consideration and approval of the grant agreement.

Funding Summary

Grantor: Texas Department of Transportation

Grant Amount: $11,000
Match Amount: $2,845.23
Total Awarded: $13,845.23

Community Engagement Summary

N/A

Staff Recommendation

City Staff recommends approval.

04/6/2021BSM_____

RESOLUTION NO. _____

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

WHEREAS, the City was presented a proposed Agreement by and between City of Amarillo and the Texas Department of Transportation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions are in the best interests of the citizens of Amarillo and thereof should be ratified.

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

SECTION 1. The terms and conditions of the Agreement have been reviewed and found to be acceptable and in the best interests of the City of Amarillo and its citizens and are hereby ratified.

SECTION 2. The City Manager, or in his absence, his authorized designee, is hereby authorized to execute all other documents in connection therewith on behalf of the City of Amarillo, substantially according to the terms and conditions set forth in the Agreement.

SECTION 3. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 11th day of May, 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
LeAnn Gallman, Interim City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of Amarillo

Project Title:

Authorizing Authority
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	
Title:	
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	Wes Hill	Sergeant
2.	Ms. Valerie Kuhnert	Subgrantee Administrator
3.	Nancy Arjon	Grant Manager

Texas Traffic Safety eGrants

Fiscal Year 2021

Organization Name: City of Amarillo Police Department

Legal Name: City of Amarillo

Payee Identification Number: 17560004446004

Project Title:

ID: 2021-AmarilloPD-CIOT-00005

Period: 05/21/2021 to 06/09/2021

GENERAL INFORMATION

Project Title : STEP - Click It Or Ticket

Project Description : To increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Enforcement period.

Including this year, how many years has your organization received funding for this project?

This will be our fifth or more year.

AMARILLO POLICE DEPARTMENT INTER-

DEPARTMENT OFFICE COMMUNICATION

To: Jared Miller, City Manager From:	**Date: 4/28/21**
Sgt. W. Hill, Police Department	**Subject: Click it or Ticket Grant**
Description	**This is a grant from the Texas Department of Transportation that funds police officers Overtime to patrol and enforce seatbelt and Child restraint violation**
Department	**Police**
Recommendation	**This is a short-term grant offered to the Police Dept, that is 80% paid by the Texas Department of Transportation. 20% matching Funds from the City of Amarillo are required.**
History	**The Police Dept, has had this grant numerous years.**
Funds	**$11,000 has been requested for reimbursement For the overtime salaries of the officers working this grant which runs from 5/21/21 - 6/9/21. The actual enforcement period is 5/24/21 - 6/6/21. $2845.23 will be required for matching funds.**

Sgt. W. Hill

APD-I68