AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, JULY 13, 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: Claude Tugwell – Retired Pastor

EMPLOYEE RECOGNITION - MERITORIOUS CITATION

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.

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. Thompson Park Pool update;
   - D. TxDOT mowing within the City of Amarillo update;
   - E. Health Insurance Third Party Administrator, Dental Insurance, and Pharmacy Benefits Manager Request for Proposals Update;
   - F. Wellness Update;
   - G. Request future agenda items and reports from City Manager.

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

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

   A. **CONSIDER APPROVAL – MINUTES**
   Approval of the City Council minutes for the regular meeting held on June 22, 2021.

   B. **CONSIDER APPROVAL – MINUTES**
   Approval of the City Council minutes for the special meeting held on June 28, 2021.

   C. **CONSIDER APPROVAL – MINUTES**

Approval of the City Council minutes for the special meeting held on June 29, 2021.

D. **CONSIDER APPOINTMENT OF HEALTH AUTHORITY AND MEDICAL DIRECTOR**

(Contact: Casie Stoughton, Director of Public Health)
This item is consideration of an amendment to the agreement between Texas Tech University Health Sciences Center and the City of Amarillo for the appointment of Dr. Todd Bell to serve as the Health Authority for Potter and Randall counties and Medical Director for the Amarillo Area Public Health District. The Amarillo Area Public Health District Board recommends the amendment.

E. **CONSIDER APPROVAL – W.I.C. OUTREACH CAMPAIGN**

(Contact: Margaret Payton, WIC Director)
This item is a contract to conduct an Outreach campaign not to exceed $150,000 that the City's Communications Department has developed for the W.I.C. Nutrition Department. During the past year, the W.I.C. Department has had a 20% drop in the number of participants actively participating in the program due to COVID. The Outreach Campaign will be conducted by utilizing radio, television, newspaper, print, and social media to raise community awareness of this important resource to increase participation in the W.I.C. program.

F. **CONSIDER AWARD - CONTRACT FOR THE DEMOLITION AND REMOVAL OF OLD PARKING LOT AND INSTALLATION OF NEW CONCRETE PARKING LOT AND SECURITY FENCING AT W.I.C. NUTRITION, 411 SOUTH AUSTIN,**

(Contact: Margaret Payton, WIC Director and Jerry Danforth, Facilities Director)
Award: Commercial Industrial Builders, Inc. - $506,242.00
This contract if for the demolition and removal of the old parking lot and installation new concrete parking lot and security fencing at the W.I.C office located at 411 South Austin, Amarillo, TX.

G. **CONSIDER RESOLUTION - ADVANCE FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) – IMPROVEMENTS ON HAGY BLVD AND PORT LANE AT BI-40 (AMARILLO BLVD), IN THE AMOUNT OF $221,050.00**

(Contact: Matthew Thomas, City Engineer)
The Advance Funding Agreement with TxDOT would provide the City with reimbursement for engineering and construction costs associated with improvements within TxDOT right-of-way in conjunction with the planned reconstruction of Hagy Blvd and Port Lane. Reimbursements would be for actual costs, and a summary of the anticipated reimbursement follows:

Engineering:	$ 25,000.00
Construction:	$196,050.00
Total:	$221,050.00

H. **CONSIDER AWARD – MODIFICATION OF THE CITY OF AMARILLO POLICE DEPARTMENT PASSENGER ELEVATORS LOCATED AT 200 SE 3RD AVE IN AMARILLO, TEXAS.**

(Contact: Jerry Danforth, Facilities Director)
American Elevator Co, Inc. -- $654,939.00
This is for the modification contract with American Elevator Co, Inc. for the demolition, site preparation, security, installation, and modification of two passenger elevators for the Amarillo Police Department located at 200 SE 3rd Ave in Amarillo, Texas.

I. **CONSIDER LEASE AGREEMENT BETWEEN CONSOLIDATED NUCLEAR SECURITY, LLC (PANTEX) AND THE CITY OF AMARILLO FOR THE**

CONTINUED RENTAL OF THREE (3) BUILDINGS AT THE RICK HUSBAND INTERNATIONAL AIRPORT

(Contact: Michael W. Conner, Director of Aviation)

This item includes the lease of approximately 143,244 sq. ft. of land and buildings 314, 315, and 317 at the Airport. The buildings are used by the Department of Energy, National Nuclear Security Administration. The term of the lease is five (5) years, commencing on August 1, 2021, and ending on July 31, 2026. Lessee has the option to extend the lease for 3 one-year periods. Annual base rent is $35,697.36, which increases by 1.5% per year.

3. **NON-CONSENT ITEMS:**

A. **CONDUCT PUBLIC HEARING AND CONSIDER RESOLUTION ACCEPTING STATE AND FEDERAL GRANTS FOR THE OPERATION OF AMARILLO CITY TRANSIT**

(Contact: Marita Wellage-Reiley, Transit Director)

This item is to conduct a public hearing and consider acceptance of State ($518,225) and Federal ($1,264,924) grants to support the operation of Amarillo City Transit fixed route and Americans with Disabilities Act required service. These grants do not require matching funds from the City of Amarillo.

B. **CONDUCT PUBLIC HEARING AND CONSIDER RESOLUTION FINDING AND DETERMINING THE ADVISABILITY AND FEASIBILITY OF THE AMARILLO TOURISM PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR ESTABLISHMENT OF THE DISTRICT; AND PROVIDING THE TERM OF THE DISTRICT.**

(Contact: Andrew Freeman, Managing Director of Planning and Special Projects)

The City of Amarillo received a petition concerning the proposed creation of an Amarillo Tourism Public Improvement District that would provide enhanced sales and marketing strategies to assist in driving additional room demand for properties within the District and the City overall.

C. **CONDUCT PUBLIC HEARING AND CONSIDER FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS APPROVING AND ADOPTING THE FINAL SERVICE PLAN FOR THE AMARILLO TOURISM PUBLIC IMPROVEMENT DISTRICT ("TPID") FOR FISCAL YEAR 2021-22; LEVYING SPECIAL ASSESSMENTS ON PROPERTIES IN THE TPID TO PAY THE COSTS OF SERVICES PROVIDED IN ACORDANCE WITH THE FINAL SERVICE PLAN; SETTING CHARGES AND LIENS AGAINST PROPERTY IN THE TPID AND AGAINST THE OWNERS THEREOF; PROVIDING FOR THE COLLECTION OF THE SPECIAL ASSESSMENTS; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

(Contact: Andrew Freeman, Managing Director of Planning and Special Projects)

This ordinance approves and adopts the final service plan for the Amarillo Tourism Public Improvement District.

4. **EXECUTIVE SESSION**

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

A. Sec. 551.071 - Consult with Attorney about pending or contemplated litigation or settlement of same; Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter.
   a. City of Amarillo v. Mission Clay Pipe, et. al.

B. Section 551.072 - Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position
    a. Lease negotiations for the retail space at the downtown Parking Garage

C. Section 551.071 – Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter
    a. Meet and Confer Agreement negotiations

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 9th day of July 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 22nd of June, 2021, the Amarillo City Council met at 1:00 p.m. for a regular session meeting held in the Council Chambers located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

JARED MILLER	CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	INTERIM DEPUTY CITY ATTORNEY
JENNIFER RAMIREZ	ASSISTANT TO CITY MANAGER
LEANN GALLMAN	INTERIM CITY SECRETARY

The Invocation was given by Pastor Gene Shelburne.

PROCLAMATION: OBSERVANCE OF JUNETEENTH

PUBLIC ADDRESS:

1. Michael Ford, Amarillo, TX spoke on Item 1B.

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

Item 1: City Council discussed or received reports on the following current matters or projects:

A. Review agenda items for regular meeting and attachments;
B. Coronavirus update;
C. Update on Parks Master Plan;
D. Thompson Park Pool update;
E. City Hall repairs update;
F. San Jacinto Arts Project on Route 66 update;
G. Discuss SPS application to increase fuel factor;
H. Discuss Policy 1 of Governance Policy and City Councilmember Code of Ethics and defining success for current Council term;
I. Request future agenda items and reports from City Manager.

ITEM 2: CONSENT ITEMS

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

A. **CONSIDER APPROVAL – MINUTES**
Approval of the City Council minutes for the regular meeting held on June 8, 2021.

B. **CONSIDER APPROVAL – MINUTES**
Approval of the City Council minutes for the special meeting held on June 15, 2021 and June 16, 2021

C. **CONSIDERATION OF ORDINANCE NO. 7917**
(Contact: Brady Kendrick, Planner II, Planning and Development Services.)
This is the second and final reading of an ordinance that rezones the most Northwestern 60 ft. by 125 ft. portion of Lot 2A, Block 25, A.B.&M. Survey, Potter County, Texas, plus one half of all bounding streets, alleys and public ways to change from General Retail District to Light Commercial District in the vicinity of S.W. 26th Avenue and Patterson Drive.

D. **CONSIDERATION OF ORDINANCE NO. 7918**
(Contact: Brady Kendrick, Planner II, Planning and Development Services)
This is the second and final reading of an ordinance that rezones a 2.912 acre portion of Lot 9, South Lawn Addition, Unit No. 36, in Section 184, Block 2, A.B.&M. Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 1 with Specific Use Permit 198 for an institution of Religious, Charitable, or Philanthropic Nature in the vicinity of Darrell Avenue and Austin Street.

E. **CONSIDERATION OF A SOUTHWESTERN PUBLIC SERVICE COMPANY ELECTRICAL UTILITY EASEMENT**
(Contract: Brady Kendrick – Planner II, Planning and Development Services)
This easement is a 0.121 acre tract of land in Section 141, Block 2, A.B.&M. Survey, Randall County, Texas.

F. **CONSIDER AWARD - AGREEMENT FOR AUDIT SERVICES**
(Contact: Laura Storrs, Assistant City Manager)
Award: CMMS CPAs & Advisors, PLLC - $170,000
This agreement for audit services is for a one year agreement.

G. **CONSIDER APPROVAL OF CHANGE ORDER #1 TO THE IHC SCOTT, INC., CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF THE TAXIWAY P4 AND J RECONSTRUCTION PROJECT AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT**
(Contact: Michael W. Conner, Director of Aviation)
Change order amount: $103,507.03

H. **CONSIDER AWARD – CONSTRUCTION AND MODIFICATION OF THE TRANSFER STATION CATWALK**
(Contact: Jerry Danforth, Facilities Director)
Award: Panhandle Steel Buildings, Inc. - $104,826.00
The existing catwalk at the Transfer Station located at 800 S.E. 23rd has deteriorated in some areas creating a safety hazard that must be resolved.

I. **CONSIDER AWARD OF PROJECT MANAGEMENT SOFTWARE ANNUAL SUBSCRIPTION**
(Contact: Kyle Schniederjan, Director of Capital Project/Development Engineering)
Award: E-Builder -$87,604.30
This item awards the purchase of E-Builder Project Management Software annual subscription renewal for June 1, 2021 thru May 31, 2022.

J. **CONSIDER APPROVAL – CONTRACT AGREEMENT BETWEEN THE CITY OF AMARILLO AND AREA AGENCY ON AGING OF THE PANHANDLE**
(Contact: Marita Wellage-Reiley, Transit Director)
Consideration of a contract agreement between the City of Amarillo and Panhandle Regional Planning Commission (PRPC), Area Agency on Aging of the Panhandle (AAA) to provide Amarillo City Transit (ACT)- connect service

to AAA clients. This agreement will provide reimbursement for 300 trips per month (estimated$6,000 revenue monthly).

K. **CONSIDER APPROVAL – CONTRACT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF AMARILLO AND PANHANDLE INDEPENDENT LIVING CENTER**
(Contact: Marita Wellage-Reilley, Transit Director)
This item is the consideration of a Contract for Transportation Services between the City of Amarillo and Panhandle Independent Living Center (PILC) to provide Amarillo City Transit (ACT)-Connect service to PILC clients. This agreement will provide reimbursement for 100 trips per month (estimated $2,000 revenue monthly).

L. **CONSIDER – AMENDMENT NO. 7 PROFESSIONAL SERVICES AGREEMENT WITH RIMKUS CONSUULTING GROUP, INC.**
(Contact: Floyd Hartman, Assistant City Manager)
Additional services for Emergency Hillside Vitrified Clay Pipe Sewer Main - $50,000.00
This item is to consider approval of the amendment to the professional services agreement, which includes additional services in the scope of work to conduct a risk assessment and provide the written report.

M. **CONSIDER AWARD OF PROPERTY INSURANCE**
(Contact: Wesley Hall, Director of Risk Management)
Award: USI Southwest - $2,081,994.03
This insurance policy that covers damage occurring to city buildings and/or the contents of those buildings.

N. **CONSIDER AWARD PROPERTY POLICE PROFESSIONAL LIABILITY INSURANCE**
(Contact: Wesley Hall, Director of Risk Management)
Award: USI Southwest - $151,327.00
This insurance policy provides liability coverage for police officers and the police department with acts, errors, and omissions while performing their professional duties.

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

3. **NON-CONSENT ITEM:**

A. Mayor Nelson presented an item to consider the sale of former Fire Station No. 9.
Motion was made by Mayor Pro Tem Powell to authorize the City Manager to execute a contract and other necessary documents for the sale of former Fire Station No. 9 located at 3445 S Western in the amount of $401,000 minus closing costs, seconded by Councilmember Smith.

Voting AYE were Mayor Nelson, Councilmembers Powell, Sauer and Smith; voting NO were none; abstaining was Councilmember Stanley, the motion carried by a 4:0 vote of the Council.

B. Mayor Nelson presented a resolution Authorizing Refunding of Canadian River Municipal Water Authority subordinate lien contract Revenue Refunding Bonds, Series 2012.
Motion was made by Mayor Pro Tem Powell to adopt Resolution No. 06-22-21-1, seconded by Councilmember Sauer.

RESOLUTION NO. 06-22-21-1

A RESOLUTION BY THE CITY OF AMARILLO, TEXAS, AUTHORIZING REFUNDING OF CANADIAN RIVER MUNICIPAL WATER AUTHORITY SUBORDINANTE LIEN CONTRACT REVENUE REFUNDING BONDS, SERIES 2012 (CONJUNCTIVE USE GROUNDWATER SUPPLY PROJECT)

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

C. Mayor Nelson presented an item to consider entering into a Pre-Development Services Agreement with Garfield Public/Private LLC for professional services related to the Amarillo Civic Center Complex.
Motion was made by Mayor Pro Tem Powell to enter into a Pre-Development Services Agreement with Garfield Public/Private LCC for professional services related to the Amarillo Civic Center Complex for a cost not to exceed $494,200.00, seconded by Councilmember Sauer.

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

D. Mayor Nelson presented an item to consider appointments to Boards and Commissions.

- Audit Committee –Motion was made by Councilmember Stanley, to appoint Mayor Pro Tem Powell to the Audit Committee, seconded by Councilmember Smith.

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

- Neighborhood Oversight Committee – Motion was made by Mayor Pro Tem Powell to appoint Mayor Nelson to the Neighborhood Oversight Committee, seconded by Councilmember Sauer

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

- Conventions and Visitors Bureau – Motion was made by Councilmember Smith to appoint Colleen Duckworth and Mayor Pro Tem Powell to the Conventions & Visitors Bureau, seconded by Councilmember Stanley.

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

- Local Government Corporation- Motion was made by Councilmember Sauer to appoint Jennifer Gallardo to the Local Government Corporation, seconded by Councilmember Smith. No vote was taken pending Ms. Gallardo's interest in serving.

- Parks & Recreation Board – Motion was made by Councilmember Smith to appoint Councilmember Sauer to serve and on the Parks and Recreation Board, seconded by Mayor Pro Tem Powell.

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

Motion was made by Councilmember Sauer to appoint John Forbis to serve on the Parks and Recreation Board, seconded by Councilmember Smith.

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

Motion was made by Councilmember Stanley to appoint Jason Tillery to the Parks and Recreation Board, seconded by Councilmember Sauer.

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

- Construction Advisory & Appeals Commission – Motion was made by Councilmember Stanley to appoint Russ Glaze to serve on the Construction Advisory & Appeals Commission, seconded by Councilmember Sauer.

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

- Animal Management & Welfare Board – Motion was made by Mayor Pro Tem Powell to appoint Dr. Bethany Schilling to the Animal Management & Welfare Board, seconded by Councilmember Sauer.

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

There being no other business to come before the Council, the meeting was adjourned.

ATTEST:

_____ _____

Brenda Shaw,
Interim City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 28th of June, 2021, the Amarillo City Council met at 6:00 p.m. for a special meeting held in the Amarillo Civic Center Grand Plaza, 401 South Buchanan Street, with the following members present:

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

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

JARED MILLER	CITY MANAGER
KEVIN STARBUCK	DEPUTY CITY MANAGER
MICK MCKAMIE	INTERIM DEPUTY CITY ATTORNEY
JENNIFER RAMIREZ	ASSISTANT TO CITY MANAGER
STEPHANIE COGGINS	PUBLIC WORKS MANAGER
LEANN GALLMAN	INTERIM CITY SECRETARY

Mayor Nelson opened the meeting and welcomed those in attendance.

1. **CITY COUNCIL WILL DISCUSS AND RECEIVE PUBLIC COMMENT ON THE FOLLOWING CURRENT MATTERS OR PROJECTS**

   A. The future of City Hall including, but not limited to, relocation, repair, construction and renovation of City Hall.

   City Manager Jared Miller introduced Facilities Director Jerry Danforth who made presentation on needed City Hall Renovations.
   Public comment was received from the following citizens:

   1. Michael Ford
   2. London Kolp
   3. Robin Leeah
   4. Gary Jennings
   5. Beth Duke
   6. James Schenck
   7. Jason Tillery
   8. Timothy Ingalls

   No final decisions were made, and no votes occurred.

ATTEST:

_____
Brenda Shaw,
Interim City Secretary

_____
Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 29th of June, 2021, the Amarillo City Council met at 1:00 p.m. for a special session meeting held in the Council Chambers located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

JARED MILLER	CITY MANAGER
KEVIN STARBUCK	DEPUTY CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	INTERIM DEPUTY CITY ATTORNEY
JENNIFER RAMIREZ	ASSISTANT TO CITY MANAGER
LEANN GALLMAN	INTERIM CITY SECRETARY

The Invocation was given by Interim City Secretary LeAnn Gallman.

PUBLIC ADDRESS:

1. James Schenck, 6216 Gainsborough Road, Ford, Amarillo, TX spoke on Item 1A.
2. Allen Finegold, 2601 N. Grand, #158, Amarillo, TX 79107

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

1. **NON-CONSENT ITEMS:**

A. Mayor Nelson presented an item to consider an award for professional and engineering services.
Motion was made by Mayor Pro Tem Powell to authorize the City Manager to negotiate and enter into an agreement with Sims Architects for professional services for architectural and engineering services regarding the design of City Hall with said fees not to exceed $2,000,000.00, seconded by Councilmember Sauer.

Voting AYE were Mayor Nelson, Councilmembers Powell, Sauer and Smith; voting NO was Councilmember Stanley, the motion carried by a 4:1 vote of the Council.

B. Mayor Nelson presented an item to consider appointment to Boards and Commissions.
Motion was made by Mayor Pro Tem Powell to appoint Jennifer Gallardo to the Local Government Board, seconded by Councilmember Smith.

Voting AYE were Mayor Nelson, Councilmembers Stanley, Powell, Sauer and Smith; the motion carried by a 5:0 vote of the Council.

2. **EXECUTIVE SESSION**

Mr. McWilliams advised at 2:15 p.m. the City Council would convene in Executive Session per Texas Government Code

A.. Sec. 551.071 Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter.

a. Meet and Confer (APD) negotiations

B.. Sec. 551.076 Discuss the deployment or specific occasions for implementation of security personnel or devices.

a. Broadband infrastructure

Mr. McWilliams announced that the Executive Session was adjourned at 3:50 p.m. and recessed the Regular Meeting.

ATTEST:

_____ _____

Brenda Shaw, Ginger Nelson, Mayor
Interim City Secretary

D

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 13, 2021	**Council Priority**	N/A
Department	Public Health		
Contact	Casie Stoughton, Director of Public Health		

Agenda Caption

CONSIDER – APPOINTMENT OF HEALTH AUTHORITY AND MEDICAL DIRECTOR
(Contact: Casie Stoughton, Director of Public Health)
This item is consideration of an amendment to the agreement between Texas Tech University Health Sciences Center and the City of Amarillo for the appointment of Dr. Todd Bell to serve as the Health Authority for Potter and Randall counties and Medical Director for the Amarillo Area Public Health District. The Amarillo Area Public Health District Board recommends the amendment.

Agenda Item Summary

The City has an existing contract through Texas Tech University Health Sciences Center for Health Authority services at an annual rate of $65,000 for Health Authority and Medical Director services, dating back to 2005. This addendum, number five, will be effective July 16, 2021.

Requested Action

To approve the appointment of Dr. Todd Bell to serve as Health Authority for Potter and Randall Counties and as the Medical Director for the Amarillo Area Public Health District.

Funding Summary

Funding for Health Authority and Medical Director is through Amarillo Public Health Department.

Community Engagement Summary

This item was presented to the Amarillo Area Public Health District Board on July 8, 2021, with a recommendation approved by the board.

Staff Recommendation

Staff recommends the appointment of Dr. Todd Bell to serve as Health Authority for Potter and Randall counties and Medical Director for the Amarillo Area Public Health District, authorizing the City Manager to execute the contract amendment.

Amendment

This Amendment is made to the Agreement CON595493 (Legacy No. IAMW-06077-0) previously made and entered into by and between **TEXAS TECH UNIVERSTIY HEALTH SCIENCES CENTER** ("TTUHSC"), on behalf of its School of Medicine, Department of Pediatrics, Amarillo campus, and **CITY OF AMARILLO**, TEXAS, a municipal corporation situation in Potter and Randall Counties, Texas ("CITY").

Both TTUHSC and CITY are also referred to herein as "Party," or collectively as "Parties."

It is mutually understood and agreed by and between the Parties **effective July 16, 2021** to amend that previously executed Agreement as follows:

Preamble Paragraph 3, is hereby deleted in its entirety and replaced with the following:

> WHEREAS, TTUHSC now employs Todd Bell, MD, a board-certified physician, hereinafter called "PHYSICIAN,"; and

Article I, RESPONSIBLITIES OF TTUHCS, Section B, is hereby deleted in its entirety and replaced with the following:

> PHYSICIAN, shall serve as Medical Director and Health Authority of the Amarillo Public Health District and the duties and responsibilities of this agreement will be preformed at 1000 Martin Rd, Amarillo, TX and other locations as required or requested by CITY.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

E-SIGNATURES. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Amendment transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Amendment, shall have the same effect as physical delivery of the paper document bearing the original signature.

[Signature Page Follows]



[***AMEND595493-003 *18 *5864364350430842340780850893922808063273742354 90*1*2***] Powered by ASC

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of the Amendment.

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

Penny Harkey

By: Penny Harkey (Jun 3, 2021 07:42 CDT)
Signature

Penny Harkey
Printed Name

Executive Vice President
Title

06/03/2021
Date

CITY OF AMARILLO

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Although not a Party to this Agreement, I hereby acknowledge that I have read the Agreement and this Amendment and understand the obligations hereunder.

Todd E. Bell, M.D.

By: Todd E. Bell, M.D. (Jun 1, 2021 16:36 CDT)
Todd Bell, M.D.

[***AMEND595493-003 *18 *5864364350430842340780850893922808063273742354 90*2*2***] Powered by ASC

E

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 13, 2021	**Council Priority**	Excellence in Communication
Department	Women, Infants, and Children (WIC) Nutrition		
Contact	Margaret Payton, WIC Director		

Agenda Caption

CONSIDER APPROVAL OF THE WIC OUTREACH CAMPAIGN
(Contact: Margaret Payton, WIC Director)
This item approves an Outreach campaign not to exceed $150,000 that the City's Communications department has developed for the WIC Nutrition Department and authorizes City Management to execute contracts with various media outlets. During the past year, the WIC Department has had a 20% drop in the number of participants actively participating in the program due to COVID. The Outreach campaign will be conducted by utilizing radio, television, newspaper, print, and social media to raise community awareness of this important resource to increase participation in the WIC program.

Agenda Item Summary

WIC nutrition services are reimbursed through grant funds provided through the HHSC. The Outreach campaign will run from time of approval until September 30, 2021.

Requested Action

To approve the $150,000 Outreach campaign for the Women, Infants and Children (WIC) Nutrition Department.

Funding Summary

WIC Nutrition Program services are reimbursed through grant funds provided through HHSC. Grant funds will pay for the Outreach campaign.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the for Outreach campaign for the WIC Nutrition Department in an amount not to exceed $150,000 authorizing City Management to execute contract documents.

WIC Outreach Program

PROJECT PROPOSAL JUNE 2021

During COVID, the City of Amarillo WIC program lost 20% of it's caseload and desires to conduct an outreach campaign so that the community is aware of this important resource. The Department has been awarded a $150,000 grant by the state to do an outreach campaign to promote WIC in an effort to increase its caseload. The state requires the funds to be allocated by Sept 30, 2021.

PROJECT OUTLINE

The Office of Public Communications will design and operate an outreach campaign to meet the goals of the WIC program. The campaign will run from approval date to Sept 30, 2021. Outreach spends will include*:

Asset production (commercials, radio spots, ad designs, etc): Outreach Contracts:	$15,000
Alpha Media (5 local radio stations, :30 spot, 4 weeks):	$10,000
Amarillo Globe News:	$5,000
KVII (ABC Affiliate)	$25,000
KFDA (CBS Affiliate)	$25,000
KAMR (NBC Affiliate)	$25,000
Telemundo (Spanish Television)	$15,000
Social Media Marketing (Facebook, Youtube, Twitter, etc)	$10,000
Billboards	$10,000
Print marketing for community dissemination	$10,000
Total Not to Exceed Outreach spend:	$150,000

*All costs are "Not To Exceed" prices. Final spends will be determined after the budget and dates are approved. Examples of spends are attached.

F

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO®
CITY MANAGER

Meeting Date	7/13/2021	**Council Priority**	Infrastructure
Department	Facilities & W.I.C. Nutrition		
Contact	Jerry Danforth & Margaret Payton		

Agenda Caption

This contract is for the Demo and Removal of Old Parking Lot & Installation of New Concrete Parking Lot and Security Fencing at W.I.C. Nutrition 411 South Austin Amarillo Texas 79106

Contract amount: $506,242.00

Agenda Item Summary

This contract is for the Demo and Removal of Old Parking Lot & Installation of New Concrete Parking Lot and Security Fencing at W.I.C. Nutrition 411 South Austin Amarillo Texas 79106

Requested Action

Approval of purchasing contract for Commercial Industrial Builders Inc. 2901 East 11th Amarillo, Texas 79104 for $506,242.00

Funding Summary

Job # 25311.68100 must be in compliance with 7 CFR 246.14, WIC policies state funding Fund Balance $523,342.00.

Community Engagement Summary

N/A

Staff Recommendation

Approval of contract

Bid No. 7044 W.I.C. East Parking Lot Improvements.
Opened 4:00 p.m., June 10, 2021

To be awarded as one lot	Commercial Industrial Builders, Inc.		Tri-State General Contracting Group, Inc.		Wiley Hicks Jr., Inc		GEM Technologies, Inc.	
Line 1 Propose to furnish all necessary Superintendence, Labor, Materials, Tools, Equipment, Machinery, Apparatus, and whatever else may be necessary to complete all work covered by this proposal within the time stated in, in strict accordance with the Specifications and requirements, per specifications								
1 ea								
Unit Price	$506,242.00		$556,400.000		$584,500.00		$634,229.00	
Extended Price		506,242.00		556,400.00		584,500.00		634,229.00
Bid Total		506,242.00		556,400.00		584,500.00		634,229.00
Awarded by Vendor		$ 506,242.00						
City		Amarillo, TX						



Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	June 22, 2021	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas		

Agenda Caption

CONSIDER – Advance Funding Agreement with Texas Department of Transportation (TxDOT) – Improvements on Hagy Blvd and Port Lane at BI-40D (Amarillo Blvd), in the amount of $221,050.00

Agenda Item Summary

The Advance Funding Agreement with TxDOT would provide the City with reimbursement for engineering and construction costs associated with improvements within TxDOT right-of-way in conjunction with the planned reconstruction of Hagy Blvd and Port Lane. Reimbursements would be for actual costs, and a summary of the anticipated reimbursement follows:

Engineering: $25,000.00
Construction: $196,050.00
Total: $221,050.00

Requested Action

Consider approval of agreement for execution by the City Manager.

Funding Summary

Funding for this project is available in the Project Budget Number 462048. The overall project is funded with Proposition 1 bond funds, however this portion will be reimbursed by TxDOT as described above.

Community Engagement Summary

This agreement has minimal impact on the community. However, community engagement has been an integral part of the planning and design of this project and will continue throughout construction.

Staff Recommendation

City Staff is recommending approval of the agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING AGREEMENT TO COMPLETE A HIGHWAY PROJECT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO MAKE REHABILITATION/INTERSECTION IMPROVEMENTS ON HAGY BLVD/PORT LANE AT BI-40D; AUTHORIZING SIGNATURE FOR EXECUTION OF DOCUMENT; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) has agreed to undertake and complete a highway improvement project generally described as rehabilitation/intersection improvements on Hagy Blvd/Port Lane at BI-40D; and

WHEREAS, the City desires to approve this TxDOT Project as stated in the attached Advanced Funding Agreement for BI-40D Intersection at Hagy Blvd/Port Lane On-System, which provides for City reimbursement for engineering and construction costs associated with improvements within the TxDOT right-of-way in conjunction with the planned reconstruction of Hagy Blvd and Port Lane;

WHEREAS, the City Council finds it is in the best interest of the City of Amarillo citizens to participate in this Agreement to promote the public health, safety, and welfare of Amarillo citizens; and

WHEREAS, the City Council designates the City Manager as the City's authorized official to execute such Agreement;

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

Section 1. The City Council does hereby approve the execution of the Agreement, attached herein and incorporated hereto, for Advanced Funding of the BI-40D Intersection at Hagy Blvd/Port Lane On-System with Texas Department of Transportation for the highway improvement project described therein.

Section 2. The City Council further designates the City Manager as the authorized official to execute the Agreement on behalf of the City.

Section 3. All resolutions or parts thereof that conflict with this Resolution are hereby repealed, to the extent of such conflict.

Section 4. Should any word, phrase, or part of this Resolution be found to be invalid or

unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

Section 5. This Resolution shall be effective on and after its adoption.

PASSED AND APPROVED this 13th day of July, 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Brenda Shaw, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

CSJ # CSJ #	0090-05-105
District #	Amarillo - 04
Code Chart 64 #	01000
Project Name	**BI-40D Intersection at Hagy Blvd / Port Lane**

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
BI-40D Intersection at Hagy Blvd / Port Lane
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Amarillo**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **rehabilitation / intersection improvements on Hagy Blvd / Port Lane at BI-40D**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

CSJ # **CSJ #**	**0090-05-105**
District #	**Amarillo - 04**
Code Chart 64 #	**01000**
Project Name	**BI-40D Intersection at Hagy Blvd / Port Lane**

AGREEMENT

1. Responsible Parties:
For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**State**	Utilities	Article 8
2.	**State**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**Local Government**	Construction Responsibilities	Article 13
5.	**State**	Right of Way and Real Property	Article 15

2. Period of the Agreement
This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work
The type of work includes the preliminary engineering (design, utilities, environmental, right-of-way, etc.), final design/engineering, plans, specifications, and construction for a rehabilitation / intersection improvements project on Hagy Blvd / Port Lane at Business Interstate 40D in the city of Amarillo. The Project includes pavement mill and overlay, drainage improvements that include concrete flumes, as well as sidewalk connectivity with ADA-compliance. All of the proposed improvements associated with this agreement will be constructed within the existing State right-of-way.

4. Project Sources and Uses of Funds
The total estimated cost of the Project is shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be

responsible for all Project costs that are greater than the maximum State participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.

B. The cost of any environmental problem's mitigation and remediation.

C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.

D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for

maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property
The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the

real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Amarillo ATTN: City Engineer P.O Box 1971 Amarillo, Texas 79105	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All

documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

CSJ # CSJ #	0090-05-105
District #	Amarillo - 04
Code Chart 64 #	01000
Project Name	**BI-40D Intersection at Hagy Blvd / Port Lane**

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CSJ # **CSJ #**	**0090-05-105**
District #	**Amarillo - 04**
Code Chart 64 #	**01000**
Project Name	**BI-40D Intersection at Hagy Blvd / Port Lane**

29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

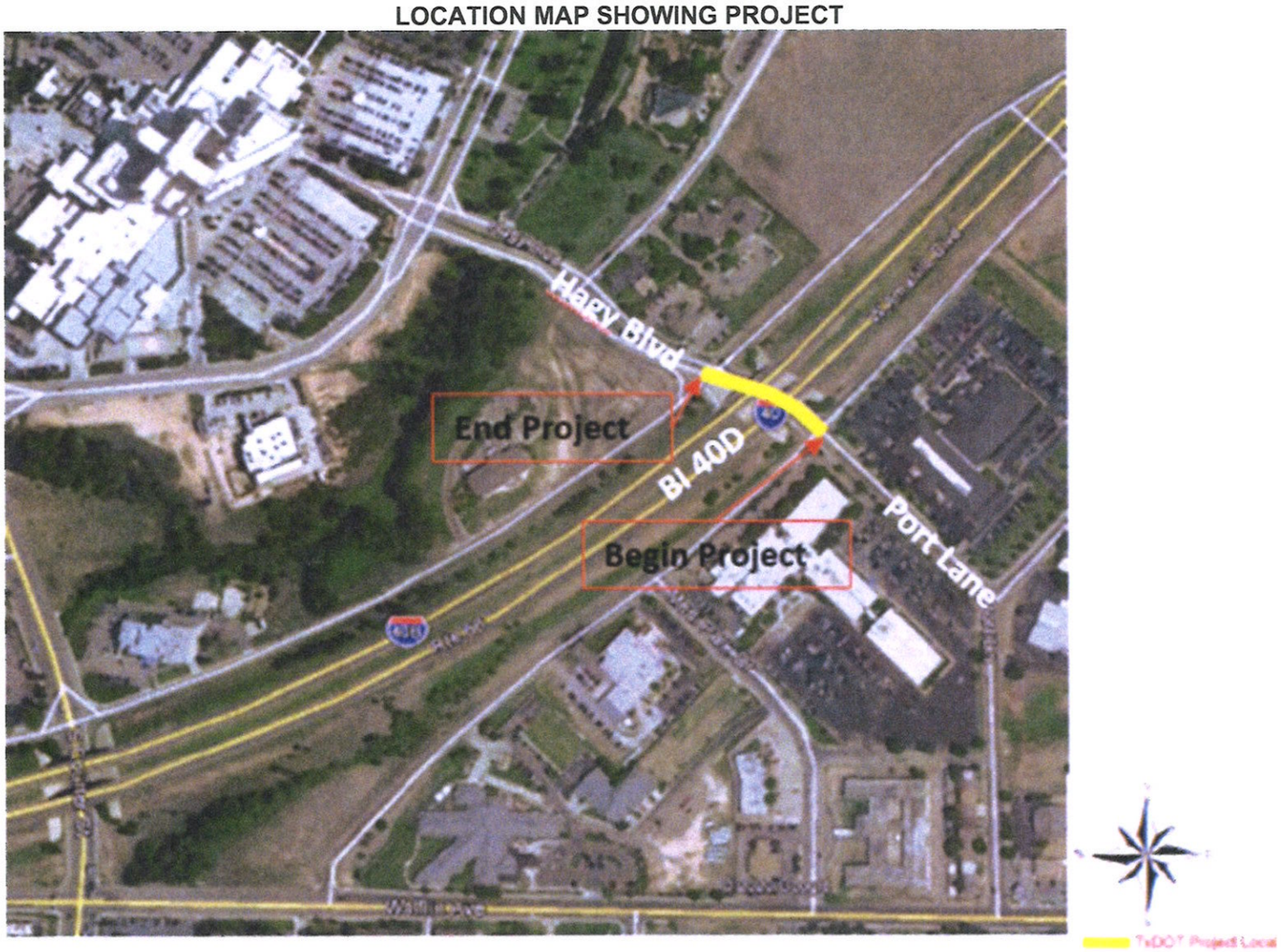
THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Kenneth Stewart Typed or Printed Name	Jared Miller Typed or Printed Name
Director of Contract Services Typed or Printed Title	City Manager Typed or Printed Title
Date	Date

CSJ # CSJ #	0090-05-105
District #	Amarillo - 04
Code Chart 64 #	01000
Project Name	BI-40D Intersection at Hagy Blvd / Port Lane

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

CSJ # CSJ #	0090-05-105
District #	Amarillo - 04
Code Chart 64 #	01000
Project Name	BI-40D Intersection at Hagy Blvd / Port Lane

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



CSJ # **CSJ #**	**0090-05-105**
District #	**Amarillo - 04**
Code Chart 64 #	**01000**
Project Name	**BI-40D Intersection at Hagy Blvd / Port Lane**

ATTACHMENT C
PROJECT BUDGET

The Project is 100% State-Funded as shown in table below. The State will be responsible for any cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$25,000	0%	$0	100%	$25,000	0%	$0
Construction (by Local Government)	$196,050	0%	$0	100%	$196,050	0%	$0
Subtotal	$221,050		$0		$221,050		$0
Environmental Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Right of Way Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Engineering Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Utility Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Construction Direct State Costs	$0	0%	$0	0%	$0	0%	$0
Indirect State Costs	$0	0%	$0	0%	$0	0%	$0
TOTAL	$221,050		$0		$221,050		$0

Initial payment by the Local Government to the State: $0.00
Payment by the Local Government to the State before construction: $0.00
Estimated total payment by the Local Government to the State $0.00This is an estimate. The final amount of Local Government participation will be based on actual costs.

CSJ # CSJ #	0090-05-105
District #	Amarillo - 04
Code Chart 64 #	01000
Project Name	BI-40D Intersection at Hagy Blvd / Port Lane

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	June 25, 2021	**Council Priority**	City Infrastructure
Department	Facilities Department		
Contact	Jerry Danforth, Facilities Director		

Agenda Caption

AWARD – Modification of the City of Amarillo Police Department Passenger Elevators located at 200 SE 3rd Ave in Amarillo, Texas.
(Contact: Jerry Danforth, Facilities Director)
American Elevator Co, Inc. -- $654,939.00
This is for the modification contract with American Elevator Co, Inc. for the demolition, site preparation, security, installation, and modification of two passenger elevators for the Amarillo Police Department located at 200 SE 3rd Ave in Amarillo Texas.

Agenda Item Summary

This bid is for the modification contract to American Elevator Co, Inc. for the demolition, site preparation, security, installation, and modification of two passenger elevators for the Amarillo Police Department at 200 SE 3rd Ave in Amarillo Texas in coordination with the City of Amarillo Facilities Department, and according to the terms, specifications, and timelines set in the contract. The modified elevators will better serve the public and staff in maneuvering throughout the Amarillo Police Department while still providing safety and security to certain floors within the building. The modification will drastically improve the functionality, but it will modernize the overall look and operations of the two passenger elevators.

Requested Action

Approval and award of the modification contract to American Elevator Co, Inc. for the amount of $654,939.00.

Funding Summary

This project is City of Amarillo funded as authorized through the 2020-2012 CIP Process (City Job # 411529.17400.1040)

Community Engagement Summary

This project is funded through the 2020-2021 CIP Process.

Staff Recommendation

Staff recommends approval of contract award to American Elevator Co, Inc. to modify the Amarillo Police Department passenger elevators for $654,939.00.

7045 City of Amarillo Police Department Passenger Elevator
Opened 4:00 p.m., June 24, 2021

To be awarded as one lot		American Elevator Co Inc
Line 1 Furnish all necessary superintendence, labor, materials, tools, equipment, machinery and apparatus and whatever else may be necessary to complete all the work. Demolition, site preparation,security, installation and modification of two passenger elevators for the Amarillo Police Department at 200 SE 3rd Ave in Amarillo Texas in coordination with the City of Amarillo Facilities Department , per specifications		
1 ea		
Unit Price	$620,409.000	
Extended Price		620,409.00
Alternate #1		
1 ea		
Unit Price	$34,530.000	
Extended Price		34,530.00
Bid Total		654,939.00
Award by Vendor		$654,939.00
City		Oklahoma, OK

I

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 13, 2021	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER – THE LEASE AGREEMENT BETWEEN CONSOLIDATED NUCLEAR SECURITY, LLC (PANTEX) AND THE CITY OF AMARILLO FOR THE CONTINUED RENTAL OF 3 BUILDINGS AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT.

Agenda Item Summary

This item includes the lease of approximately 143,244 sq. ft. of land and buildings 314, 315, and 317 at the Airport. The buildings are used by the Department of Energy, National Nuclear Security Administration. The term of the lease is five (5) years, commencing on August 1, 2021, and ending on July 31, 2026. Lessee has the option to extend the lease for 3 one-year periods. Annual base rent is $35,697.36, which increases by 1.5% per year.

Requested Action

Please approve the new lease agreement between the City and CNS (Pantex). Although this is a new lease, CNS has leased these buildings at the Airport for at least the last 10 years.

Funding Summary

This is a revenue lease for the Airport.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of the CNS lease agreement.

Lease No. _____

LEASE AGREEMENT

Nuclear Emergency Support Team (NEST)
at Rick Husband International Airport, Amarillo, TX

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Lease No. _____

This Lease Agreement, dated this 1st day of August 2021, is by and between, the City of Amarillo, Texas, with its principal place of business at P.O. Box 30020, Amarillo, Texas 79120 ("LESSOR") and Consolidated Nuclear Security, LLC, a Delaware Limited Liability Company with its principal place of business at Amarillo, Texas ("LESSEE"). This Lease Agreement shall be referred to as the "Lease."

In consideration of the rents, covenants, and conditions contained below, LESSOR hereby leases to LESSEE those certain premises situated in the area formerly known as the Strategic Air Command Munitions Maintenance Area described as follows:

Approximately 143,244 square feet of land which includes Building 314 (1,270.5 sq. ft.), Building 315 (2,550.75 sq. ft.) and Building 317 (15,000 sq. ft.) located at Rick Husband International Airport, Amarillo, Texas (the "Premises").

1. **USE**. The Premises are to be used for United States Department of Energy, National Nuclear Security Administration, work scope and purposes and for such other purposes as are lawful under the Ordinances of LESSOR. LESSEE may not permit the Premises to be used in such a manner as to create any nuisance, waste, or fire hazard. LESSEE will have the right to assign this lease pursuant to Article 14. ASSIGNMENT AND SUBLEASING of this Lease.

2. **INITIAL TERM.** The initial term of this Lease shall be five (5) years, commencing on August 1, 2021 and ending on July 31, 2026 ("Initial Term").

3. **ACCEPTANCE OF PREMISES.**

Subject to the provisions of this Lease Agreement, LESSEE accepts the Premises in an "AS-IS" condition and LESSOR makes no representations or warranties concerning the condition of the Premises. At LESSEE's option, and without any additional cost to LESSEE, a joint physical survey and inspection report of the Premises will be made as of the Commencement Date of this Lease, reflecting the then present condition, and will be signed on behalf of the parties.

4. **BASE RENT.** For the Initial Term of this Lease, LESSEE covenants and agrees to pay LESSOR base rent ("Base Rent") in the amount of $2,974.78 per month, payable on the first day of each month after commencement, one month in arrears, without demand. The Base Rent will increase at a rate of 1.5% per year of the initial lease term and any exercised option years as follows:

Period	Annual Base Rent	Monthly Base Rent
August 1, 2021 - July 31, 2022	**$35,697.36**	**$2,974.78**
August 1, 2022 - July 31, 2023	**$36,232.82**	**$3,019.40**
August 1, 2023 - July 31, 2024	**$36,776.31**	**$3,064.69**

August 1, 2024 – July 31, 2025	**$37,327.96**	**$3,110.66**
August 1, 2025 – July 31, 2026	**$37,887.88**	**$3,157.32**

The Base Rent rate for the first and last month of this Lease shall be pro-rated so that LESSEE pays for only the number of days remaining in that month. Payments made after the 15th day of the month will be subject to a 5% late fee.

5. **OPTION TO EXTEND TERM.** LESSEE will have the exclusive option to extend this lease for all or part of the Premises for up to one (1) three (3) year option period, commencing immediately following the Initial Term as follows:

Option	Dates	Monthly Rental Rate
Option Period 1	**August 1, 2026 – July 31, 2027**	**$3,204.68**
	August 1, 2027 – July 31, 2028	**$3,252.75**
	August 1, 2028 – July 31, 2029	**$3,301.54**

a. Both Parties understand that as a result of LESSEE's exercise of its options pursuant to this article, the Premises may thereby be redefined for the extended term. If only a portion of the Premises is leased after the Initial Term, LESSEE agrees to separate itself, at LESSEE's expense, from any of the unleased areas. LESSEE understands that the building then will be accessible by other tenants when any unleased space is relet. LESSOR and LESSEE agree any partitioning will result in contiguous space that is readily accessible from exterior access, and that provides mutual security and privacy for the multiple tenants.

b. Each option period is to be exercised by written notification no later than ninety (90) days before the end of any lease term or subsequent extension.

c. During each of the option periods described in Article 5 above, the LESSEE has the right to terminate all or part of the Premises by giving LESSOR an advanced ninety (90) day written notice.

6. **UTILITIES AND JANITORIAL.** LESSEE will pay all charges for electricity, water, refuse removal, sewage disposal, and gas or other fuel utilized in connection with normal and customary general occupancy of the Premises. LESSOR will ensure that a separate metering of

utilities is available for the Premises. LESSEE will pay for any street utility tax (business license) and telecommunications charges. LESSOR will not be liable for any loss or damage arising out of the failure or interruption of utility service furnished to the Premises, except as may otherwise be provided herein. Interruption or failure of utility service to the Premises will not be grounds for default and termination of this lease.

7. **JANITORIAL SERVICES.** LESSEE will provide and pay for all janitorial services to keep the Premises in good and tenantable condition.

8. **MAINTENANCE AND REPAIR.** Except as otherwise provided by this Article 8, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property.

		Landlord	Tenant	N/A
a.	Foundation, exterior walls, roof, and other structural components	X		
b.	Glass and windows		X	
c.	Fire protection equipment	X		
d.	Fire sprinkler systems	X		
e.	Exterior & overhead doors, including closure devices, molding, locks, and hardware		X	
f.	Grounds maintenance within the gated area occupied by Tenant, including landscaping and irrigation systems		X	
g.	Interior doors, including closure devices, frames, molding, locks, and hardware		X	
h.	Parking areas and walks within the gated area occupied by Tenant		X	
i.	Plumbing systems, drainage systems and sump pumps		X	
j.	Major repairs (with a reasonably documented cost exceeding $2,500.00) or replacement of all or part of any plumbing systems, drainage systems, or sump pumps		X	
k.	Electrical systems, mechanical systems		X	
l.	Ballast and lamp replacement		X	
m.	Heating, Ventilation and Air Conditioning (HVAC) systems		X	
n.	HVAC system replacement		X	
o.	Signs and lighting:		X	
p.	Extermination and pest control, excluding wood-destroying insects		X	
q.	Fences and Gates		X	
r.	Storage yards and storage buildings		X	
s.	Wood-destroying insect treatment and repairs		X	
t.	Cranes and related systems		X	
u.	All other items and systems.		X	

i. Additional maintenance services may be requested by the LESSEE in writing, with LESSEE being fully responsible for the reasonable related costs. LESSEE will be notified of the additional costs in writing and LESSEE must provide

written approval before the costs are incurred. LESSOR must coordinate schedule with the LESSEE before the LESSOR schedules the work. Additional maintenance costs may be billed monthly and LESSEE must be furnished a copy of the invoice broken out by subcontractor or LESSOR labor, material, and LESSOR markup. LESSEE will pay such invoice within thirty (30) days following LESSEE's receipt thereof.

ii. Notwithstanding any other term or provision of this lease, LESSEE will be responsible for the maintenance and repair of buildings or structures, including antennas and towers, erected on the Premises by LESSEE or at LESSE's cost for the duration of the lease term.

9. **LESSEE SECURITY AND ACCESS REQUIREMENTS.** LESSOR acknowledges the Premises will be used by LESSEE as a U.S. Government project office, and that LESSEE is required under the terms of its Prime Contract No. DE-NA0001942 with the U.S. Department of Energy (DOE)/National Nuclear Security Administration (NNSA) (the "Prime Contract") to comply with DOE requirements regarding security and access to the Premises.

LESSOR agrees to comply, and to require its employees, agents, vendors, invitees and licensees to comply with all security regulations and requirements established by the LESSEE for the Premises, as set forth in Exhibit A attached to this Lease.

Access will be controlled by LESSEE and, with pre-approval from LESSEE's Safeguards, Security & Emergency Services Department, LESSOR's employees, agents, vendors, invitees, and licensees will be provided with electronic security access to the authorized areas of the Premises at no charge to the LESSOR.

In accordance with DOE requirements, DOE's prior approval is required for access to the Premises by non-U.S. citizens. If LESSOR desires to allow a non-U.S. citizen access to the Premises for any reason, LESSOR must first obtain DOE approval. LESSEE will provide LESSOR with assistance and act as interface to DOE in connection with any such requests. Failure of DOE to grant such approval shall in no way relieve LESSOR of its obligations under this Lease. Under no circumstance will the LESSOR bring a non-U.S. citizen into the LESSEE's controlled area within the Premises without advance approval from DOE, to be arranged through LESSEE's Safeguards, Security & Emergency Services Department.

10. **PARKING.** LESSOR must provide (free of charge) spaces for parking and maneuvering areas sufficient to comply with present requirements of law. These areas shall be for the use of LESSEE and any other tenants of the Premises, their agents, employees, and business invitees.

11. **COMMON AREAS.** Common areas are defined to include the following exterior areas: parking areas and their entrances and exits, driveways, sidewalks, landscaped areas, and other areas and facilities provided for general use. LESSOR reserves the right to exercise reasonable control and management of the common areas, and LESSOR will have the right to establish,

modify, change, and enforce such uniform and nondiscriminatory rules and regulations relating to those common areas as in its reasonable discretion it deems advisable. LESSEE agrees to abide by such rules and regulations.

12. ALTERATIONS.

a. During the lease term, and subject to the provisions of Article 8, LESSEE shall have the right, at LESSEE's sole expense, to erect upon the PREMISES such buildings, fixtures, structures, additions and improvements as may be required in connection with LESSEE's operations; provided, however, that no such building, fixture, structure, addition or improvement shall be made or installed without the prior written consent of LESSOR, which consent shall not be unreasonably withheld or delayed.

b. If any additions or alterations, including the installation of antennas or their towers, are higher than Building 317, LESSEE must provide LESSOR with the proposed height of the structure both in feet above ground level (AGL) and feet above sea level (MSL), as well as the latitude and longitude of the highest point of the proposed structure. LESSEE will obtain any required building permits for alterations and improvements made the Premises.

c. Alterations will become the property of the LESSOR, except for any removable, non-fixture Alterations that LESSEE will continue to own after installation and will remove when the Lease terminates ("Excluded Alterations"). LESSOR must maintain Alterations in accordance with Article 8. MAINTENANCE AND REPAIR after completion, and LESSEE and LESSOR will agree on how any Excluded Alterations are to be maintained before they are installed. Alterations will remain as completed and be surrendered as a part of the Premises at the termination of this Lease; Excluded Alterations will be removed by LESSEE. LESSOR expressly waives any right to restoration. Any exceptions to the provisions of this Article must be clearly specified and agreed to by both parties in writing before the Alteration or Excluded Alteration is approved by the LESSOR.

13. EARLY TERMINATION. Notwithstanding any other term or provision of this Lease to the contrary, LESSEE will have the right to terminate this Lease, in whole or in part, at any time upon any one of the following:

a. If the United States Government, or any department or agency thereof, or any contractor for whom LESSEE is performing work related to the use of the Premises set forth above in Article 1. USE, rejects the terms of this Lease for any reason;

b. If the United States Government, or any department or agency thereof, or any contractor for whom LESSEE is performing work related to the use of the Premises set forth above in Article 1. USE, refuses to fund LESSEE's costs and expenses under this Lease, including without limitation the payment of any of LESSEE's monetary obligations

arising from or related to the Lease, whether because appropriation or transfer of funds to carry out this Lease are not made or otherwise; or

c. With 365 days prior written notification to LESSOR.

LESSEE's early termination of this lease, in accordance with the above in whole or in part, will result in no further liability to LESSOR for rent after the termination's effective date, or for any early termination fees. LESSEE must give written notice to LESSOR that LESSEE is terminating this Lease hereunder. LESSEE will then have ninety (90) days from the date of the notice hereunder (the "Notice of Termination Date") to vacate the Premises and remove LESSEE's personal property, equipment, and other furnishings, subject to the other provisions of this Lease. LESSEE may, however, surrender the Premises to LESSOR before the end of the 90-day period after the Notice of Termination Date, if LESSEE vacates the Premises before the period expires. The actual date on which LESSEE surrenders possession of the Premises will be referred to as the "Surrender Date." LESSEE will remain liable for paying Base Rent and any other monetary obligations under this Lease for the 90-day period after the Notice of Termination Date, but LESSEE's obligations to pay the Base Rent and other monetary obligations under this Lease will not extend beyond the Surrender Date. LESSEE's right to terminate this Lease under this Article is in addition to, and not in lieu of, any other right LESSEE may have to terminate this Lease, whether by its terms or by operation of law.

14. **ASSIGNMENT AND SUBLEASING.** LESSEE will have the right, without LESSOR's approval, to assign this Lease to the DOE or NNSA, or another prime contractor designated by DOE/NNSA ("DESIGNATED ASSIGNEE"), for use consistent with Article 1. USE above, provided that such party accepts, and agrees to comply with, all terms of this Lease. LESSEE shall provide LESSOR a minimum of fifteen (15) days advance written notice of any such Assignment. Effective upon the date of such Assignment, the ASSIGNEE shall be liable to the LESSOR under the terms of this Lease and the LESSEE shall be released from any further liability, provided that the LESSEE shall remain liable with respect to any obligations it incurred before the date of such Assignment. Except as provided above, neither this Lease, nor any right hereunder, may be assigned, transferred, encumbered, or sublet in whole or in part by the LESSEE or the DESIGNATED ASSIGNEE, by operation of law or otherwise, without the LESSOR's prior written consent (which shall not be unreasonably withheld).

15. **DESIGNATION OF PROPERTY MANAGER.** LESSOR will have the right to designate a property manager for the Property. This designation must be provided to the LESSEE by written notification and must specify which of LESSOR's responsibilities will be performed by the property manager on the LESSOR's behalf, and which lease payments, if any, are to be made directly to the property manager rather than the LESSOR. The designation of a property manager shall in no way relieve the LESSOR of any of its obligations under the Lease.

16. **TAXES AND ASSESSMENTS.** LESSEE will pay all applicable federal, state, and local taxes and assessments levied against the LESSEE's property, the improvements thereon, or any

business activities performed by LESSEE during the term of this Lease. LESSOR shall pay federal, state, and local taxes and assessments against the Premises or leasehold improvements thereto.

17. NOTICES AND AUTHORIZED REPRESENTATIVES.

a. Any notice in connection with this Lease must be sent by certified or registered mail, return receipt requested, or by commercial overnight courier, or delivered by hand to the parties at the following addresses:

LESSOR: Rick Husband Amarillo International Airport
Attn: Director of Aviation
10801 Airport Blvd.
Amarillo, TX 79111-1211.

LESSEE: Consolidated Nuclear Security, LLC
Attn: Josh French
Joshua.French@cns.doe.gov
P.O. Box 2009, Mail Stop 6501
Oak Ridge, TN 37831-6501

Notice is effective on the date delivery is accepted or refused.

b. LESSOR designates the below named person to act as LESSOR'S Authorized Representative with authority to amend the Lease or authorize changes within the Lease.

Name: Michael Connor
Address: 10801 Airport Blvd Amarillo, TX 79111
Phone: (806) 335-1671
E-mail: Michael.conner@amarillo.gov

c. LESSEE designates the below named individual to act as LESSEE'S Lease Administrator who will be responsible for administering this Lease, and the Lease Administrator is the only individual who has been duly delegated the authority by LESSEE to amend the Lease or authorize changes within the Lease.

Name: Josh French, Rhonda Ladd, Richard Atwood

d. LESSEE designates the below named individual as the Lease Tenant Representative (LTR) who is responsible for the day-to-day operational aspects of this Lease.

Name: Scott Isch

LESSOR may change LESSOR'S designated Authorized Representative or his/her address at any time upon written notice to the Lease Administrator. LESSEE may change the Lease Administrator or the LTR at any time upon written notice to the LESSOR.

18. **ACCESS TO PREMISES.** LESSEE must permit LESSOR, or its agents or employees, to have access to and enter the Premises at reasonable and necessary times with reasonable notice to inspect the Premises for purposes of inspection, maintenance, improvement, and management of the Premises and building. All access to Premises is subject to Article 9. LESSEE SECURITY AND ACCESS REQUIREMENTS. LESSOR will have the right to post signs advertising the Premises for sale or lease at any time beginning six (6) months before the Lease's expiration.

19. **CONDITION OF PREMISES AT END OF LEASE.** LESSEE must leave the Premises, upon termination of this Lease, in the same condition as it was received, except for reasonable wear and tear, subject to LESSEE's duty to leave any Alterations in place as specified in Article 12. ALTERATIONS.

20. **HOLDOVER.** If the LESSEE lawfully holds over after the expiration of the term of the Lease, such tenancy will be a month-to-month tenancy. During such tenancy the LESSEE agrees to pay the LESSOR the same rate as provided herein, and to be bound by all the terms, covenants and conditions herein specified.

21. **SUCCESSORS IN INTEREST.** This Lease will be binding upon and inure to the benefit of the parties' heirs, successors, assigns, and transferees. In the event LESSOR transfers, sells, or assigns any and all of its interest in the Premises other than for purposes of securing a valid debt of LESSOR, LESSOR shall be relieved of its prospective obligations hereunder, provided that LESSOR promptly notifies LESSEE in writing of said occurrence, and said transfer, sale, encumbrance or assignment specifically apprises the new owner of the existence and terms of this Lease and such new owner assumes all of LESSOR's obligations hereunder. In the event of foreclosure on LESSOR, LESSEE will be entitled to right of possession for the term of the Lease.

22. **DEFAULT BY LESSEE.** Should LESSEE fail to perform any of the terms and conditions required herein, LESSOR may declare LESSEE to be in default upon thirty (30) days' written notice. If LESSEE has failed to cure by the end of that 30-day period, LESSOR may terminate this Lease (without liability to pay any amount for such termination) or pursue any and all remedies available to it under Texas law. If, however, LESSEE's failure to perform is curable but is of such nature that it cannot be cured within the thirty (30) day period after notice of default, or there is any other Excusable Delay (as defined below) in cure, then the Lease may continue for such longer period as may be reasonably required, so long as LESSEE promptly commences and diligently pursues such remedy to completion. The occurrence of any one or more of the following events constitutes a material default in breach of this Lease by LESSEE, subject to the rights of notice and opportunity to cure as described above:

a. Failure by LESSEE to make any payment of rent or other sum required herein as and when due.

b. Failure by LESSEE to materially observe or perform any of the covenants, conditions, or provisions of this Lease.

c. Except as expressly permitted hereunder, any attempted conveyance, assignment, mortgage, or subletting of the Premises.

Upon written notice of default to LESSEE, LESSOR shall have the right to pursue any and all remedies available to it under Texas law.

An "Excusable Delay" is a delay arising from matters beyond the control of, and without any fault or negligence of, either LESSEE or LESSOR or their subcontractors and suppliers at any tier, and shall include without limitation (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the LESSOR, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, or (10) unusually severe weather.

23. DEFAULT BY LESSOR. Should LESSOR fail to perform any of the terms and conditions required herein, LESSEE may declare LESSOR to be in default upon thirty (30) days' written notice. If LESSOR fails to cure within such thirty (30) day period, LESSEE may terminate this Lease (without liability to pay any amount for such termination) or pursue any and all remedies available to it under Texas law. If, however, LESSOR's failure to perform is curable but is of such nature that it cannot be cured within the thirty (30) day period after notice of default, or there is any other Excusable Delay, then the Lease may continue for such longer period as may be reasonably required, so long as LESSOR promptly commences and diligently pursues such remedy to completion.

24. SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT. .

a. LESSOR warrants that it holds such title to or other interest in the premises and other property as is necessary to LESSEE'S access to the premises and full use and enjoyment thereof in accordance with the provisions of this Lease. LESSEE agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision will be self-operative and that no further instrument will be required to effect the present or subsequent subordination of this Lease. LESSEE agrees, however, within twenty (20) days next following LESSEE'S receipt of a written demand, to execute such instruments as LESSOR may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other

security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by LESSOR if such easement does not interfere with the full enjoyment of any right granted LESSEE under this Lease.

b. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument will operate to affect adversely any right of LESSEE under this Lease so long as LESSEE is not in default under this Lease. LESSOR shall include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. LESSOR warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to LESSEE promptly upon demand.

c. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, LESSEE will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of LESSOR under this Lease, so as to establish direct privity of estate and contract between LESSEE and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and LESSEE; provided, further, that LESSEE and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as may be necessary to document the foregoing relationship.

25. CONDEMNATION/DESTRUCTION. In the event a governmental or quasi-governmental authority takes or condemns all of the Premises, this Lease will terminate and LESSOR will have the sole and exclusive right to the compensation awarded or received for the taking of the Premises; provided, however, that LESSEE will be entitled to that part of the compensation that might be awarded for interest in the Lease. If only part of the Premises is taken or condemned, the rent hereunder will be reduced commensurate with the reduction value of the Premises as an economic unit on account of the partial taking; provided that if the part taken or condemned renders the remainder of the Premises reasonably unsuitable for the use LESSEE was making of the Premises, which determination shall be made by LESSEE in the exercise of its sole discretion, this Lease will terminate at the option of LESSEE.

LESSOR warrants and represents that, as of the date of its execution of this Lease, it has no knowledge of any pending or prospective condemnation proceedings affecting the building or

Premises and has received no notice from any governmental or quasi-governmental authorities of any such pending or prospective proceedings.

If the Lease is terminated pursuant to this Article, then LESSEE shall have no further obligations to LESSOR.

26. **DAMAGE BY FIRE OR OTHER CASUALTY.** If the Premises are destroyed by fire or other casualty, this Lease will immediately terminate, with destruction being defined as LESSOR'S insurer declaring any of the three buildings in the Premises a total loss. In case of partial destruction or damage, so as to render the Premises untenantable, as determined by the LESSEE, the LESSEE may terminate the lease by giving written notice to the LESSOR within fifteen (15) calendar days thereafter; if so terminated, no rent will accrue to the LESSOR after the date of such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

27. **FIRE INSURANCE.** No use may be made or permitted to be made of the Premises, except as provided in Article 1. USE; nor may LESSEE sell, or permit to be kept, used, or sold, in or about the Premises, any article which may be prohibited by the standard form of fire insurance policies. LESSEE must, at its sole cost and expense, comply with any and all requirements pertaining to the Premises or any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the Premises, building and appurtenances.

28. **INSURANCE.**

a. LESSEE's Insurance. LESSEE is self-insured under its Prime Contract with respect to losses and liabilities incurred in connection with the operation of the Y-12 National Security Complex and the Pantex Plant. The basis for this self-insurance is the Prime Contract, under which losses and liabilities incurred by LESSEE in the operation of the Y-12 National Security Complex and the Pantex Plant are borne by LESSEE as allowable costs, with funds advanced by DOE/NNSA, and with the allowability of such costs surviving any expiration or cancellation of this Lease and being limited only to the availability of approved funds. The LESSEE is responsible to insure its personal property on the premises at its expense.

b. LESSOR's Insurance. LESSOR, at its sole cost and expense, must insure its activities in connection with this Lease and obtain, keep in force, and maintain insurance as follows:
   i. Commercial general liability insurance or self-insurance insuring against the risks of third party bodily injury, property damage, and personal injury liability arising out of the LESSOR's negligent use or occupancy of the Premises, with a combined single limit of liability of at least $500,000.00.

ii. The coverage referred to above must include LESSEE as an additional insured. LESSOR, upon execution of this Lease, will furnish LESSEE with certificates of insurance or self-insurance and endorsements evidencing compliance with the requirements set forth herein, and certificates must provide for thirty (30) calendar days advance written notice to LESSEE of any non-payment of premium and of any material modification, change, or cancellation of any of the coverage described above.

c. LESSOR AND LESSEE each waives any claim it might have against the other for damage to or theft, destruction, loss, or loss of use of any property of the respective party, to the extent the same is insured against under any insurance policy that covers the Premises, LESSOR'S or LESSEE'S fixtures, personal property, leasehold improvements, or business, or is required to be insured against under the terms of this Lease, and each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

29. HAZARDOUS MATERIAL. LESSEE shall not cause or permit any hazardous substances (as defined and described in the Comprehensive Environmental Response Compensation And Liability Act, "CERCLA," 42 U.S.C. 9601 et seq.), hazardous wastes (as defined and described in the Resource Conservation and Recovery Act, "RCRA," 42 U.S.C. 69 et seq.), or hazardous materials (as defined and described in the Department of Transportation regulations, "DOT," 49 C.F.R. 105 - 180 et seq.), or any other hazardous substances, hazardous wastes, or hazardous materials as defined and described under any other applicable environmental laws and regulations, to be brought upon, kept, or used in or about, or disposed of on the Premises by LESSEE, its agents, employees, contractors or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances.

30. GOVERNMENT REQUIREMENTS.

a. Equal Opportunity Clause

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch.60).

During the performance of this contract, the LESSOR agrees as follows:

i. LESSOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. LESSOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. LESSOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

ii. LESSOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

iii. LESSOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. LESSOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. LESSOR will furnish all information and reports required by Executive Order no. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of LESSOR's noncompliance with the Equal Opportunity clause of this LEASE or with any of the said rules, regulations, or orders, this LEASE may be canceled, terminated, or suspended, in whole or in part, and LESSOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. LESSOR will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. LESSOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event LESSOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, LESSOR may request the United States to enter into such litigation to protect the interests of the United States.

b. Facilities Nondiscrimination

As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, rest rooms, and any other facility of a public nature in the Premises.

i. LESSOR agrees not to discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishings, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by LESSOR solely to LESSEE, their employees, customers, patients, clients, guests and invitees.

ii. It is agreed that LESSOR's noncompliance with the provisions of this section shall constitute a material breach of this Lease. In the event of such noncompliance, the LESSEE may take appropriate action to enforce compliance, may terminate this LEASE, or may pursue such other remedies as may be provided by law. In the event of termination, LESSOR shall be liable for all excess costs of the LESSEE in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the premises as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

iii. It is further agreed that from and after the date hereof LESSOR will, at such time as any agreement is to be entered into or a concession is to be permitted to operate in connection with this Lease, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than LESSOR operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require LESSOR to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than LESSOR has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. LESSOR also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct as a means of enforcing

the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

c. Examination of Records

i. LESSOR agrees that the United States Government and/or the Comptroller General of the United States or any of his duly authorized representatives will, until the expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of LESSOR involving transactions related to this Lease.

ii. LESSOR further agrees to include in all contracts, subcontracts, and agreements with service providers performing services in connection with this Lease in excess of $10,000, a provision to the effect that the subcontractor or service provider agrees that the United States Government/Comptroller General of the United States or his representatives will, until the expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of such contractor, subcontractor or service provider involving transactions related to the contract or subcontract.

31. **NON-WAIVER OF BREACH.** The failure of either party to insist upon strict performance of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or a relinquishment of any such covenant or agreement, or any other covenants or agreements, but the same shall be and remain in full force and effect.

32. **QUIET ENJOYMENT.** LESSOR warrants that it has full right to execute and to perform the Lease and to grant the estate demised herein, and that upon payment by LESSEE of the rents herein provided, and upon observance and performance of all the covenants, terms and renditions on LESSEE's part to be observed and performed. LESSEE shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by LESSOR or any other persons lawfully or equitably claiming by, through or under the LESSOR, subject, nevertheless, to the terms and conditions of this Lease.

33. **MODIFICATION.** This Lease may only be modified upon the mutual written agreement of the parties.

34. **CHOICE OF LAW.** This Lease has been and will be construed as having been made and delivered within the State of Texas and it is agreed by each party that this Agreement shall be governed by the laws of the State of Texas, both as to its interpretation and performance, subject to the provisions of Article 36. JURISDICTION; DISPUTES.

35. JURISDICTION; DISPUTES. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement may be instituted and maintained only in any of the courts of competent jurisdiction located in the State of Texas, as detailed further below.

a. LESSOR and LESSEE agree to make good faith efforts to settle any dispute or claim that arises under this Lease through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the parties shall consider the use of mediation, arbitration, or other means of alternative dispute resolution (ADR). In the event non-binding mediation or arbitration is agreed upon or ordered by a court, the site of the proceedings shall be Amarillo, Texas. Costs of such ADR proceedings shall be allocated by the neutral(s), except that there shall be no pre-decisional interest costs available to either party as a remedy, and each party shall bear its own discretionary costs.

   i. Where LESSOR is a State agency, such as an educational Institution, the applicable constitutional provisions or statutes that govern sovereign immunity shall dictate the appropriate forum, venue, and law governing substantive issues arising under or in connection with this Lease.
   ii. In all other cases, subject to subsection (b) below, any litigation shall be brought and prosecuted exclusively in the U.S. District Court, with venue proper only in the Northern District of Texas, , at Amarillo.
   iii. If the requirements for jurisdiction in the U.S. District Court are not present, any litigation arising under or related to this Lease shall be brought in Potter County, Texas.

b. The parties agree that, subject to subsection (a)(i) above, all substantive issues presented for ADR, disputes, claims, litigation, or other efforts at resolution that are related to clauses or portions of clauses herein that are substantially identical to Federal Acquisition Regulation (FAR), Department of Energy Acquisition Regulation (DEAR), or General Services Administration (GSA) provisions and clauses shall be determined, to the maximum extent practicable, in accordance with federal law as interpreted by the United States Court of Appeals for the Federal Circuit, the United States Court of Federal Claims, and the federal Boards of Contract Appeals.

c. There shall be no interruption in the performance of the Lease, and LESSOR shall proceed diligently with the performance of this Lease pending final resolution of any dispute arising under or related to this Lease between the parties or between Lessor and its sub-tier subcontractors. LESSEE may, upon issuance of and delivery to LESSOR of a final decision asserting a claim against LESSOR, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the LESSOR under this Lease. No setoff pursuant to this clause shall constitute a breach by LESSEE of this Lease.

36. **SEVERABILITY.** The parties understand and agree that if a court holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular invalid provision.

37. **INTERPRETATION AND FAIR CONSTRUCTION OF CONTRACT.** This Agreement has been reviewed and approved by each of the parties. If it is found that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement must be construed as a whole according to its fair meaning and not strictly construed for or against either party, and the fact that one of the parties may have drafted this Agreement, or any provision herein, may not be given any weight or relevance.

38. **SOURCE OF FUNDS AND ADMINISTRATION.** LESSOR acknowledges and understands that LESSEE will make payments under this Lease from Government funds advanced and agreed to be advanced to LESSEE by DOE/NNSA, and not from its own assets. LESSOR further acknowledges and understands that LESSEE, acting as a Managing and Operating Contractor acting under its Prime Contract No. DE-NA0001942 with DOE/NNSA, has entered into this Lease with LESSOR. If LESSEE seeks recovery from LESSOR, LESSOR agrees that it will not plead, assert, or raise in any manner a defense that LESSEE has no right to recover from LESSOR (1) because LESSEE itself, rather than DOE/NNSA, has suffered no damages on account of the cost-reimbursable nature of LESSEE's Prime Contract with DOE, or (2) because DOE/NNSA has accepted the services, projects, or tasks performed under or in connection with this Lease. LESSOR acknowledges that even though Government funds transferred through LESSEE's Prime Contract are used to make all payments called for by this Lease, that fact does not create or imply the existence of privity of contract between LESSOR and DOE/NNSA.

39. **CHANGES.**

a. LESSEE may at any time, by written order, make changes within the general scope of this Lease in any one or more of the following:

   i. Specifications;
   ii. Services;
   iii. Facilities or space layout; or
   iv. Amount of space leased; provided, in this latter case, that the LESSOR consents to the change.

b. If any such change order causes an increase or decrease in LESSOR's cost of, or the time required for performance under, this Lease, LESSEE shall modify this Lease in writing by:

   i. Making an equitable adjustment in the rental rate;

ii. Making a lump sum price adjustment; or
iii. Revising the delivery schedule.

c. LESSOR must submit a proposal for adjustment within 30 days from the date it receives the written order. However, if LESSEE decides that the facts justify it, LESSEE may receive and act upon a proposal submitted before final payment under the Lease.

d. LESSOR may not furnish any services or work for which LESSOR will charge an additional cost or fee without LESSEE's prior written authorization.

40. BANKRUPTCY.

If LESSOR or LESSEE enters into any proceeding relating to bankruptcy, written notice must be given by certified mail to the other party to this Agreement within five (5) calendar days of initiating the proceedings. The notification must include the date on which the proceeding was filed; the identity and location of the court; the case number; and the mailing address, telephone number, and e-mail address for LESSOR's bankruptcy attorneys.

41. RESTRICTION ON ADVERTISING AND PUBLIC RELEASE OF INFORMATION. LESSOR shall not refer to the Lease in commercial advertising or any other promotions in such a manner as to state or suggest that LESSOR is endorsed or preferred by LESSEE or the Government, or is considered by these entities to be superior to other products or services. No public release of information, including without limitation data, photographs, sketches, advertising, announcements, denials, or confirmations related to the work under this Lease may be made without the LESSEE's prior written approval. Any request for approval must identify the specific media contemplated as well as all other pertinent details of the requested release.

42. APPROVAL. This Lease is subject to the approval of DOE/NNSA and will not be binding unless and until so approved. Notwithstanding the foregoing, LESSOR acknowledges that DOE/NNSA is not a party to this Lease and that, for purposes of this Lease, LESSEE is not an agent of DOE/NNSA.

43. ENTIRE AGREEMENT. The parties agree that this Agreement, including the Exhibits, is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated herein are specifically excluded.

[Signatures appear on next page.]

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Lease to be executed this ____day of _____, 2021.

LESSOR	**LESSEE**
CITY OF AMARILLO	**CONSOLIDATED NUCLEAR SECURITY, LLC**
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

Lease No. _____

LESSOR - NOTARY FOR CITY OF AMARILLO

STATE OF_____)

COUNTY OF_____) ss.

I, the undersigned, a Notary Public do hereby certify that on this ____ day of _____ personally appeared before me _____ to me both known to be _____ of _____ the City of Amarillo that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the seal of said City.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my official seal, the day and year above written.

_____

NOTARY PUBLIC in and for the

State of _____

My commission expires on _____

Lease No. _____

LESSEE - NOTARY FOR CORPORATION

STATE OF_____)

COUNTY OF_____) ss.

I, the undersigned, a Notary Public do hereby certify that on this ____ day of _____ before me personally appeared _____ to me, known to be _____ of Consolidated Nuclear Security, LLC the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the seal of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

_____

NOTARY PUBLIC in and for the

State of_____

residing at_____

My commission expires on_____

EXHIBIT A - LESSEE SECURITY REQUIREMENTS

Security Requirements for the Premises

All LESSOR personnel, employees, agents, vendors, invitees, and licensees (collectively referred to as "LESSOR Personnel") allowed access to the Premises are required to comply with Department of Energy (DOE) and National Nuclear Security Administration (NNSA) access requirements, including but not limited to the following:

1. Issuance of DOE Security Badges

- Unbadged personnel are not allowed into the Premises. All individuals must obtain a DOE Security Badge or a CNS-issued Local Site Specific Only (LSSO) Badge before entry. Escorting unbadged individuals (i.e., without a valid DOE Security Badge) into the Premises is not allowed.
- DOE Security and LSSO Badges are issued based on an individual's access needs, which are determined by the individual's LESSEE's Sponsor ("Sponsor") and/or LESSEE's Safeguards, Security & Emergency Services Department ("SS&ES").
- Permanent DOE Security and LSSO Badges will only be issued if an individual requires long-term physical access (i.e., ability to unlock doors). The required Badge Request Form is approved by the Sponsor (STR or TOR) and submitted to SS&ES, and any outstanding DOE Security and LSSO Badges held by LESSOR Personnel must have been returned. SS&ES or the Sponsor should be contacted to obtain the current forms. Individuals requiring long-term or physical access may be required to report during designated hours, at designated locations, to have their picture(s) taken or badge enrolled for access.
- All persons issued any type of DOE Security Badge will be asked to confirm their U.S. citizenship by presenting acceptable documents.
- Under no circumstances will a Foreign National (non-US citizen) be allowed access into the Premises without advance approval from the CNS Site Manager. Should any LESSOR Personnel desire that a Foreign National be allowed access for any reason, the LESSOR Personnel must first obtain CNS approval. SS&ES will provide assistance and act as interface to CNS in connection with any such requests. Failure of CNS to grant such approval shall in no way relieve the building landlord of its obligations under this Lease.

2. Use of DOE Security and LSSO Badges for Access

- DOE Security and LSSO Badges must be worn by each individual at all times when accessing the Premises, between the shoulders and waist, photo side out, on the outermost layer. Deviation from this requirement for safety reasons may be approved by SS&ES. When wearing the badge creates an unsafe work condition while performing work, the individual may temporarily place the badge in another location in their possession (e.g., shirt pocket). At the conclusion of the work activity, the badge must be relocated and worn between the shoulders and waist, photo side out, on the outermost layer.

- Premises card readers are intended as the primary means to gain/control access into secured areas.

3. **Emergency Access**

- In the event of a building emergency (e.g., risk of LESSEE/DOE or LESSOR property damage due to a pipe breaking, personal safety crisis, or card reader malfunction), properly badged LESSOR Personnel may use a hardware key. In cases where the hardware key is used for access, timely notification should be made to SS&ES. In the event of an emergency requiring access by the local law enforcement, fire department, or ambulance services, SS&ES must be notified immediately.

4. Safeguarding and Returning Badges

- DOE Security and LSSO Badges must not be left unguarded, worn in public areas, or used for any purpose other than official DOE business. Badge integrity is to be safeguarded so that it is not photocopied, altered, or counterfeited.
- Lost or stolen DOE Security and LSSO Badges are required to be reported to SS&ES immediately upon discovery. If a DOE Security Badge is stolen, the individual must file a formal police report with local law enforcement, and circumstances surrounding the theft will be documented by SS&ES. Temporary or replacement badges will be issued after SS&ES verifies the individual has completed the reporting requirements based on the circumstances of the badge's loss.
- All individuals are required to surrender their DOE Security and LSSO Badge (temporary or permanent) when any of the following occur: termination of employment; access is denied; suspension by employer; completion of assignment; upon request by LESSOR, LESSEE, or DOE; or when access to the Premises is no longer required.
- LESSOR will notify SS&ES and/or Sponsor when LESSOR Personnel no longer require access to the Premises due to termination of employment; access denial by LESSOR; suspension by employer; or completion of assignment.

5. Security Locks and Keys

- Before LESSEE takes possession of the Premises, LESSOR will re-key the exterior doors and turn over all keys controlling access to these doors to SS&ES.
- SS&ES will issue the LESSOR Security Keys upon written request and in accordance with established CNS and DOE/NNSA Lock and Key procedures. Use of Security Keys shall be for emergency purposes only and all usage will be immediately reported to SS&ES.
- LESSOR shall not leave Security Keys unsecured or duplicate Security Keys unless prior written approval is received from SS&ES, and then shall only make the authorized number of duplicates.
- In the event duplicates are approved by SS&ES, all duplicate Security Keys must be turned over to SS&ES immediately for stamping, logging, and issuance to LESSOR Personnel
- If a Security Key has been lost, stolen, or misused, the LESSOR must report it to SS&ES within twenty four (24) hours of discovery.

6. Prohibited Articles

- All LESSOR Personnel entering the Premises are responsible to ensure that prohibited articles are not brought into the Premises. The following items are prohibited articles, unless specific prior approval from SS&ES and DOE is obtained: lethal weapons, firearms, ammunitions, explosives, fireworks, incendiary devices, alcoholic beverages (including near- and non-alcoholic beer and wine), illegal drugs, narcotics, drug paraphernalia, and knives with blades exceeding four inches (except a knife used for work purposes or found in an expected location; for example, a kitchen knife in a lunchroom).

A

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 13, 2021	**Council Priority**	Transportation Systems
Department	Amarillo City Transit (ACT)		
Contact	Marita Wellage-Reiley, Transit Director		

Agenda Caption

CONDUCT PUBLIC HEARING AND CONSIDER ACCEPTANCE OF STATE AND FEDERAL GRANTS FOR THE OPERATION OF AMARILLO CITY TRANSIT
(Contact: Marita Wellage-Reiley, Transit Director)
This item is to conduct a public hearing and consider of acceptance of State ($518,225) and Federal ($1,264,924) grants to support the operation of Amarillo City Transit fixed route and Americans with Disabilities Act required service. These grants do not require matching funds from the City of Amarillo.

Agenda Item Summary

This item is a public hearing and resolution authorizing the City Manager to accept The American Rescue Plan Act grant in the amount of $1,264,924 and the Texas Department of Transportation grants of $518,225 toward the operation of Amarillo City Transit in FY21/22. State and Federal grants will be applied 100% towards the operation of fixed route and Americans with Disabilities Act required complementary paratransit service. Neither grant requires local matching funds.

Requested Action

- Conduct a public hearing on the consideration of the resolution.
- Approve the resolution authorizing the City Manager to submit a Grant Applications to the U.S. Department of Transportation in the amount of $1,264,924 and to the Texas Department of Transportation in the amount of $518,225 on behalf of the City of Amarillo.

Funding Summary

Previously approved CARES Act and 5307 grants will be used in combination with these grants to fund ACT operations.

Community Engagement Summary

Amarillo City Transit published notice of the public hearing and made information regarding this application for review online and at the Transit Operations Facility located at 801 S.E. 23rd Ave. on the ACT Route 33.

Staff Recommendation

Staff recommends approval of the Resolution to accept these grants to support the operation of Amarillo City Transit.

_____BSM 07-07-2021

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS CONDUCTING A PUBLIC HEARING ON THE AMARILLO CITY TRANSIT PROGRAM OF PROJECTS; AUTHORIZING THE ACCEPTANCE OF GRANTS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FUNDING FROM THE AMERICAN RESCUE PLAN ACT AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR FUNDING UNDER THE FIXING AMERICA'S SURFACE TRANSPORTATION ACT (FAST) OF 2015, AS AMENDED;

WHEREAS, the Secretary of Transportation is authorized to make grants for mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with accepting assistance under the Fixing America's Surface Transportation Act of 2015, the application gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that disadvantaged businesses shall have the maximum feasible opportunity to compete when the applicant procures construction contracts, supplies, equipment contracts, or consultant and other services; and,

WHEREAS, the Amarillo City Council has on this date conducted a public hearing, after advertising same, on the operation of the Amarillo transit system and its proposed Program of Projects;

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

SECTION 1. That the City Council has conducted and now concludes the public hearing, and finds a continuing need and necessity for public mass transportation in Amarillo, Texas that will be met by the proposed Program of Projects;

SECTION 2. That the City Manager is authorized to execute contracts in the amount of ONE MILLION, TWO HUNDRED SIXTY FOUR THOUSAND, NINE HUNDRED AND SIXTY FOUR DOLLARS ($1,264,924) with the Federal Transit Administration to aid in the financing of operating assistance projects pursuant to American Rescue Plan Act of 2021 and under the Fixing America's Surface Transportation Act of 2015 Section 5307 in the amount of FIVE HUNDRED EIGHTTEEN THOUSAND, TWO HUNDERED AND TWENTY FIVE DOLLARS ($518,225) with the Texas Department of Transportation on behalf of the City of Amarillo, Texas.

SECTION 3. That the City Manager is authorized to furnish such additional information as the Federal Transit Administration and the Texas Department of Transportation may require in connection with the application or project.

SECTION 4. That the City Manager is authorized to execute all necessary grant contract agreements and other forms on behalf of the City of Amarillo, Texas, with the Federal Transit Administration and the Texas Department of Transportation for aid in the financing of the operating assistance project.

SECTION 5. To the extent that this resolution or any part of it conflicts with a prior resolution, then such prior resolution is repealed to the extent of such conflict.

SECTION 6. If any part of this resolution is determined to be invalid, such invalidity shall not affect any other part(s) of this resolution.

SECTION 7. This resolution is effective on and from the date of adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 13th day of July 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Brenda Shaw, Interim City Secretary

APPROVED AS TO FORM:

_____

Bryan McWilliams, City Attorney

B

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 13, 2021	Council Priority	Economic Development and Redevelopment

Department	City Manager's Office	Contact Person	Andrew Freeman, Managing Director - Planning and Special Projects

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS FINDING AND DETERMINING THE ADVISABILITY AND FEASIBILITY OF THE AMARILLO TOURISM PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR ESTABLISHMENT OF THE DISTRICT; AND PROVIDING THE TERM OF THE DISTRICT.

Agenda Item Summary

The City of Amarillo received a petition concerning the proposed creation of an Amarillo Tourism Public Improvement District. The completed petition meets the state-mandated criteria including the securing of signed verifications from the owners of over 60 percent for the following:

-the cumulative appraised value of the hotels that are proposed to be within the district; (actual 64%) and
-the cumulative surface area of the hotels that are proposed to be within the district (actual 65%), or
-the number of hotels that are proposed to be within the district (actual 67%).

The general nature of the proposed improvements and services to be provided in the ATPID include, without limitation, marketing, business recruitment, and promotional activities authorized by the Act for improvements and promotion of the ATPID, including, but not limited to, the provision of incentives by the Amarillo Convention and Visitors Bureau (CVB) to organizations to encourage them to bring city-wide events (including, without limitation, meetings, sporting, recreation, and cultural events) to Amarillo and to fund additional marketing by the Amarillo CVB to increase hotel stays within the City.

The primary purpose of the ATPID is to provide enhanced sales and marketing strategies to assist in driving additional room demand for properties within the District and the City overall.

The sum of assessments collected for FY 2021/2022 is estimated at approximately $1,890,000.00. The total sum of assessments collected for FY 2022-2032 is estimated at approximately $25,572,216.92. These funds will be invested in various sales and marketing strategies to assist with driving additional demand. The overall assessment rate is proposed to maintain at 2% on the sale of a taxable room within the District for properties with 40 rooms or more. Typically, all hotels included in the district will choose to pass on the cost of this assessment to their guests in the form of a 2 percent tourism public improvement district fee. This fee will be remitted to the City by the individual property in accordance with the same remittance schedule established for the submission of Hotel Occupancy Tax.

The Public Improvement District Assessment Act (V.T.C.A., Local Government Code, Chapter 372, as amended) requires a public hearing be held, after notice is given, at which hearing affected property owners will be given an opportunity to have their objection heard with reference to the creation of the TPID and the TPID assessment.

Requested Action

Approve as presented

Funding Summary

Funded by a 2% assessment rate

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

Petitioners present the following information concerning the proposed creation of an Amarillo Tourism Public Improvement District:

1. **District Name.** The name of the district will be the Amarillo Tourism Public Improvement District.

2. **District Location.** The District will be located wholly within the City of Amarillo, TX (the "City"), a Texas home rule municipality. The proposed boundaries of the proposed assessment district are as shown on the attached map marked Exhibit "A" and shall solely include non-contiguous hotel properties with 40 or more rooms within the City of Amarillo as shown on the attached list marked Exhibit "A-1".

3. **Purpose of the District.** The purpose of the District will be to provide special supplemental services related to the District limited to advertising and promotion activities and business recruitment activities that are authorized by the Act for improvement and promotion of the district, including supplemental marketing to increase hotel activity and the provision of incentives by the Amarillo Tourism Public Improvement District to organizations to encourage them to bring their large meetings to Amarillo. The District will supplement and enhance the existing services provided by the Amarillo Convention and Visitors Council within the area of assessment and may include contracts for services.

4. **Method of Assessment.** The District assessment will be levied on hotels with 40 or more rooms located within the City of Amarillo. The proposed cost of the services and improvements to be provided shall be assessed in a manner that results in imposing equal shares of the cost of the services on hotels that are similarly benefitted. Under the Act, the apportionment of the cost of the services among property in the TPID territory must be made on the basis of special benefits accruing to the property because of the services and improvements provided. The total cost of the services and improvements to be provided shall be apportioned during the year based on a rate of 2% of taxable room-nights sold at qualifying hotels located within the District. Accordingly, those qualifying hotels that sell more rooms will pay a greater portion of the assessment since those properties benefit more from the incentives and the promotion and marketing services provided by the District. Room night sales that are not subject to the City's hotel occupancy tax shall not be subject to the District assessment. The total assessment must be reviewed and approved annually by the Amarillo City Council. The total assessment amount for the District term may be equal to or less than the amount budgeted in the service plan, but it shall not be more than the amount budgeted in the attached Service Plan approved by the petitioners.

5. **Estimated Cost: No Bonded Indebtedness.** During the proposed ten (10) year period, the estimated annual cost of improvements and services provided by the District are estimated to range from about one million to about three million dollars ($1,000,000 - $3,000,000)

annually; however, in no event shall the assessment amount exceed two percent of the price paid to hotels for a room in a hotel. The District shall not incur bonded indebtedness. See the attached preliminary ten (10) year budget for total estimated collections. The service plan budget and assessment amount are subject to annual review by the tourism public improvement district board, and are subject to an annual public hearing and approval by the Amarillo City Council.

6. **Apportionment of Cost Between the District and the Municipality as a Whole.** The District shall pay the cost of the supplemental services described in this petition by assessment against the hotels with 40 or more rooms within the district.

7. **District Management.** The District programs shall be managed by a private nonprofit corporation created under the provisions of the Texas Business Organizations Code. Additionally, the Amarillo City Council will annually review and approve the service plan, and the assessment rate. The Amarillo Tourism Public Improvement District Management Corporation will manage the operations of the District pursuant to a contract with the City. The Amarillo Tourism Public Improvement District service plan shall be subject by the TPID Board of no more than 10 percent of the funds within approved budget categories.

8. **Advisory Board.** The District shall be managed through a contract between the City and the Amarillo Tourism Public Improvement District Management Corporation.

9. **District Dissolution.** The District shall automatically dissolve in ten years unless renewed or dissolved through the petition and approval process as provided by the Act.

10. **Headings.** The headings of the paragraphs contained in this Petition are for the convenience of the reader and do not constitute a part of this Petition. This petition may be executed in multiple counterparts.

11. **Request for Creation of the Amarillo Tourism Public Improvement District.** The persons signing the Petitions request or concur with the creation of the District and request that this Petition be considered at the earliest possible time and that the Amarillo City Council take the lawful steps necessary to approve the creation of the District, authorize the services described herein, levy the necessary assessments to pay for the services and take any additional actions by law for the benefit of the District.

Exhibit A


AMARILLO
Cliffside
POTTER COUNTY
RANDALL COUNTY
Pullman
Lake Tanglewood
Palo Duro Club Lake
Biwins Lake
Stalanaker Lake
McGee Lake
TRAVEL INFO CENTER
CLIFFSIDE RD
WILLOW CREEK DR
ST FRANCIS AV
HASTINGS AV
24TH ST
3RD AV
6TH AV
9TH AV
10TH AV
34TH AV
45TH AV
46TH AV
58TH AV
HOLLYWOOD RD
McCORMICK RD
ROCKWELL RD
CR 58
CR 34
BROADWAY
WESTERN ST
DUMAS
HUGHES ST
MIRROR ST
WASHINGTON ST
ROSS ST
PLAINS BLVD
BLVD
AVE J
LAKESIDE RD
FRITCH HWY
FOLSOM RD
PARSLEY RD
SONCY RD
TASCOSA
GEM LAKE RD
MCMASTERS DR
CANYON
BELL ST
COULTER ST
HELIUM RD
TRADEWIND ST
GRAND
EASTERN
ATTEBURY RD
JUETT
OSAGE ST
TANGLEWOOD RD
West Amarillo Cr
East Amarillo Cr
Indian Creek
Dog Town Prairie
Fork of the
Lake Tanglewood
Thompson Meml Park
Southwest Park
Tradewind Airport
Rolling Hills Park
TxDOT District Office
Amarillo College
Amarillo Medical Ctr
Amarillo Vocational Center
Amarillo International Airport
Tri-State Fairgrounds
Amarillo Technical Center
40
27
287
60
87
136
335
591
468
395
1061
1719
2176
1912
1541
1151
1258
2186
2219
2590
434
3676
228
62B
64
65
66
67
68
69
70
71
72A
72B
73
75
76
77
80

Exhibit A-1

1. 1Hotel
2. Aloft
3. Amarillo Value Inn
4. America's Best Value Inn Grand Street
5. Ashmore Inn and Suites
6. Atwell Suites
7. Autograph Collection By Marriott
8. Baymont Inn and Suites East
9. Best Western Plus Medical Center
10. Best Western Plus Ross Osage
11. Best Western Santa Fe
12. Big Texan Motel
13. Camelot Inn
14. Candlewood Suites
15. Comfort Inn and Suites East
16. Comfort Inn and Suites Soncy
17. Comfort Suites South
18. Comfort Suites Western Plaza
19. Country Inn and Suites – Soncy
20. Country Inn & Suites East
21. Courtyard by Marriott Downtown
22. Courtyard by Marriott West
23. Days Inn East
24. Days Inn Medical Center
25. Drury Inn and Suites
26. Embassy Suites by Hilton Amarillo Downtown
27. Executive Inn
28. Extend-a-Suites
29. Extended Stay America
30. Fairfield Inn & Suites
31. Fairfield Inn and Suites Airport
32. Fairfield Inn and Suites West
33. Fifth Season Inn and Suites
34. Four Points by Sheraton
35. Hampton Inn & Suites East
36. Hampton Inn and Suites West
37. Hilton Garden Inn Amarillo

38. Holiday Inn Amarillo East
39. Holiday Inn Express and Suites East
40. Holiday Inn Express and Suites South
41. Holiday Inn Express and Suites West
42. Holiday Inn Express and Suites Wolflin
43. Holiday Inn West Medical Center
44. Home2 Suites East
45. Home2 Suites West
46. Homewood Suites
47. Hotel Paramount
48. Hyatt Place Amarillo West
49. La Quinta Inn & Suites Airport
50. La Quinta Inn & Suites Mid-City
51. La Quinta West Medical Center
52. Luxury Inn and Suites
53. Microtel Inn and Suites
54. Motel 6 Airport
55. Motel 6 Canyon Dr
56. Motel 6 West
57. My Place Hotel
58. Oyo Inn
59. Quality Inn East
60. Quality Inn West Medical Center
61. Red Roof Inn West
62. Relax Inn
63. Residence Inn
64. Residence Inn
65. Sleep Inn Airport
66. Sleep Inn and Suites West Medical Center
67. SpringHill Suites by Marriott
68. Staybridge Suites
69. Studio 6 East
70. Super 8 Amarillo Airport
71. Super 8 Central
72. Super 8 West
73. TownePlace Suites Amarillo West
74. Tru by Hilton
75. WoodSpring Suites
76. SPRINGHILL AIRPORT

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 13, 2021	**Council Priority**	Economic Development and Redevelopment

Department	City Manager's Office	**Contact Person**	Andrew Freeman, Managing Director - Planning and Special Projects

Agenda Caption

PUBLIC HEARING AND FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS APPROVING AND ADOPTING THE FINAL SERVICE PLAN FOR THE AMARILLO TOURISM PUBLIC IMPROVEMENT DISTRICT ("TPID") FOR FISCAL YEAR 2021-22; LEVYING SPECIAL ASSESSMENTS ON PROPERTIES IN THE TPID TO PAY THE COSTS OF SERVICES PROVIDED IN ACCORDANCE WITH THE FINAL SERVICE PLAN; SETTING CHARGES AND LIENS AGAINST PROPERTY IN THE TPID AND AGAINST THE OWNERS THEREOF; PROVIDING FOR THE COLLECTION OF THE SPECIAL ASSESSMENTS; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

Agenda Item Summary

As part of the Amarillo Tourism Public Improvement District (ATPID) creation process, the City Council is required to approve and adopt a final service plan for the ATPID. The plan outlines proposed supplemental services to be provided for the special benefit of the properties located in the TPID and the estimated costs of such services. The City Council annually must review and approve the annual budget for special, supplemental services to be provided in the ATPID and to determine the amount of assessment that is to be levied against property in the TPID in order to pay for the costs of such services.

The general nature of the proposed improvements and services to be provided in the ATPID include, without limitation, marketing, business recruitment, and promotional activities authorized by the Act for improvements and promotion of the ATPID, including, but not limited to, the provision of incentives by the Amarillo Convention and Visitors Bureau (CVB) to organizations to encourage them to bring city-wide events (including, without limitation, meetings, sporting, recreation, and cultural events) to Amarillo and to fund additional marketing by the Amarillo CVB to increase hotel stays within the City.

The primary purpose of the ATPID is to provide enhanced sales and marketing strategies to assist in driving additional room demand for properties within the District and the City overall.

The sum of assessments collected for FY 2021/2022 is estimated at approximately $1,890,000.00. The total sum of assessments collected for FY 2022-2032 is estimated at approximately $25,572,216.92. These funds will be invested in various sales and marketing strategies to assist with driving additional demand. The overall assessment rate is proposed to maintain at 2% on the sale of a taxable room within the District for properties with 40 rooms or more. Typically, all hotels included in the district will choose to pass on the cost of this assessment to their guests in the form of a 2 percent tourism public improvement district fee. This fee will be remitted to the City by the individual property in accordance with the same remittance schedule established for the submission of Hotel Occupancy Tax.

Requested Action

Approve as presented

Funding Summary

Funded by a 2% assessment rate

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

Amarillo Tourism Public Improvement District (ATPID)
Service & Assessment Plan

PROJECTED EXPENDITURES

The ten-year cumulative ATPID budget will be allocated on a percentage basis as shown in the table below.

SERVICE	%	$ (10-year Total)
Marketing (Advertising & Promotion)	60%	$15,343,330.14
Sales (Business Recruitment)	30%	$7,671,665.08
Tourism Research	5%	$1,278,610.85
Administration	5%	$1,278,610.85
TOTAL	**100%**	$25,572,216.92

The estimated annual budget for the years 2021/2031 is shown in the below table. The estimated TPID Fee revenues are forecasted to increase by five percent (5%) per year. It is important to note that revenues and expenditures of the TPID are limited to actual TPID collections, which cannot exceed the 2% fee on each occupied room as defined in the petition. If actual receipts exceed annual estimates under the service plan, those surplus dollars will be allocated in the subsequent year according to the percentages contained in the approved Service Plan. Additionally, the TPID will follow established statutory procedures for the addition of newly built eligible hotels into the Amarillo TPID.

Year*	Marketing (Advertising & Promotion) 60%	Sales (Business Recruitment) 30%	Tourism Research 5%	Administration 5%	Total 100%
2021/2022	$ 1,080,000.00	$ 540,000.00	$ 90,000.00	$ 90,000.00	$ 1,800,00.00
2022/2023	$1,134,000.00	$ 567,000.00	$ 94,500.00	$ 94,500.00	$ 1,890,000.00
2023/2024	$ 1,190,700.00	$ 595,350.00	$ 99,225.00	$ 99,225.00	$ 1,984,500.00
2024/2025	$ 1,250,235.00	$ 625,117.50	$ 104,186.25	$ 104,186.25	$ 2,083,725.00
2025/2026	$ 1,312,746.75	$ 656,373.38	$109,395.56	$109,395.56	$ 2,187,911.25
2026/2027	$ 1,378,384.09	$ 689,192.04	$ 114,865.34	$ 114,865.34	$ 2,297,306.81
2027/2028	$ 1,447,303.29	$ 723,651.65	$ 120,608.61	$ 120,608.61	$ 2,412,172.15
2028/2029	$ 1,519,668.46	$ 759,834.23	$ 126,639.04	$ 126,639.04	$ 2,532,780.76
2029/2030	$ 1,595,651.88	$ 797,825.94	$132,970.99	$132,970.99	$ 2,659,419.80

2030/2031	$ 1,675,434.47	$ 837,717.24	$ 139,619.54	$ 139,619.54	$ 2,792,390.79
2031/2032	$1,759,206.20	$879,603.10	$ 146,600.52	$ 146,600.52	$ 2,932,010.33
Total	$ 15,343,330.14	$ 7,671,665.08	$ 1,278,610.85	$ 1,278,610.85	$ 25,572,216.92

**Fiscal years run from October 1 to the September 30th of the following calendar year.*

PROJECTED AMARILLO TOURISM PUBLIC IMPROVEMENT DISTRICT SERVICES

Increased Marketing (Advertising and Promotion) Initiatives: 60% - $15,343,330.14

Sixty percent (60%) of the annual TPID budget shall be targeted for increased marketing (advertising and promotion) initiatives to drive more hotel activity to Amarillo. Up to 10% variance can be allowed in the amount to be allocated under this category. Amounts within this category that are not used by the end of the fiscal year are rolled over within the same budget category in the following year's budget.

The Marketing (Advertising and Promotion) category promotes hotel activity within the District for increased business travel, leisure, meeting, and event business at District hotels. The Marketing program may include, but is not limited to, the following activities.

- Increased internet marketing (advertising and promotion) efforts such as email blasts, digital ads, programmatic placements, to grow awareness and drive higher overnight visitation and room sales to assessed hotels within the District;
- Additional print ads in magazines and newspapers targeted at potential visitors to drive increased overnight visitation to assessed hotels within the District;
- Increased television ads targeted at potential visitors to drive greater overnight visitation to assessed hotels within the District;
- Additional radio ads targeted at potential visitors to drive increased overnight visitation and room sales to assessed hotel properties within the District;
- Preparation and production of new collateral and promotional materials such as brochures, flyers and maps to increase room night activity;
- Development and implementation of an enhanced and new public relations and communications strategy, designed to increase overnight visitation at assessed hotels within the District;
- Development and implementation of an enhanced travel writer/social media influencer program designed to increase overnight visitation at assessed hotels within the District;
- Coverage of strategic marketing (advertising and promotion) fees for listings on websites to drive increased hotel revenue production.

Increased Sales Initiatives: 30% - $7,671,665.08

Thirty percent (30%) of the annual TPID budget shall be targeted for increased Sales (Business Recruitment) initiatives. Up to 10% variance can be allowed in the amount to be allocated under this category. Amounts not used within this category by the end of the fiscal year may be rolled over into the same budget category in the following year's budget. The Sales (Business Recruitment) initiatives will be designed to increase room night sales for assessed hotel properties within the District and may include but are not limited to the following activities:

- Provide additional sales (business recruitment) incentives to maintain and attract new meetings, conventions, events and business travel that will have a significant impact on demand for hotel activity for assessed hotels within the District;
    - Requests for incentives from individuals or groups will be vetted by the Amarillo Convention & Visitors Council staff and presented to the ATPID Board for approval;
    - Requests for "rebates," based on a set dollar payment per new room night generated, will be presented as an incentive request to be vetted by the Amarillo Convention & Visitors Council staff and presented to the ATPID Board for approval;
- Increased attendance at professional industry conferences and events to promote additional business for assessed hotels within the District;
- Enhanced lead generation activities designed to attract increased tourist and group business to assessed hotels within the District;
- Attendance of additional trade shows to promote increased leads for assessed hotels within the District;
- Additional sales (business recruitment) featuring assessed hotels within the District; and
- Additional familiarization tours showcasing Amarillo with the goal of increasing business at assessed hotels within the District.
- The ROI for all Sales (Business Recruitment) initiatives will be measured on an ROI calculation that is based on the dollars spent to produce increased room night revenue. All Sales (Business Recruitment) initiatives must meet an ROI threshold of 7 dollars in room night revenues for each $1 committed in TPID incentives. With input and approval from the ATPID Board, individual exceptions may be made to the 7:1 ROI.
- Sales (Business Recruitment) efforts may include programs such as an individual hotel group business incentive program, with approval of the ATPID Board and within limits and criteria set by the ATPID Board.
- The ATPID Board may consider the use of TPID funds for increased sales (business recruitment) staff deployed in key regions to supplement the selling of Amarillo as a premier destination. Any such staff must be supplemental to the existing CVC staff and must be specifically approved by the ATPID Board;

Tourism Research: 5% - $1,278,610.85

Research costs may include, but are not limited to, the following:

- Conduct tourism research using industry tools which may include economic impact calculators, software to gauge the effectiveness of advertising and/or sales (business recruitment) efforts.
- Development of Return on Investment (ROI) analysis on the effectiveness of ATPID expenditures and programs to increase overnight visitation at assessed hotels within the District.
- If dollars are left unspent in the Research budget at the end of the year, they will be reallocated in the following budget year to Marketing (Advertising and Promotion) and Sales (Business Recruitment) according to the service plan allocations for each of those categories.

Administration: 5% - $1,278,610.85

Administration costs may include, but are not limited to, the following:

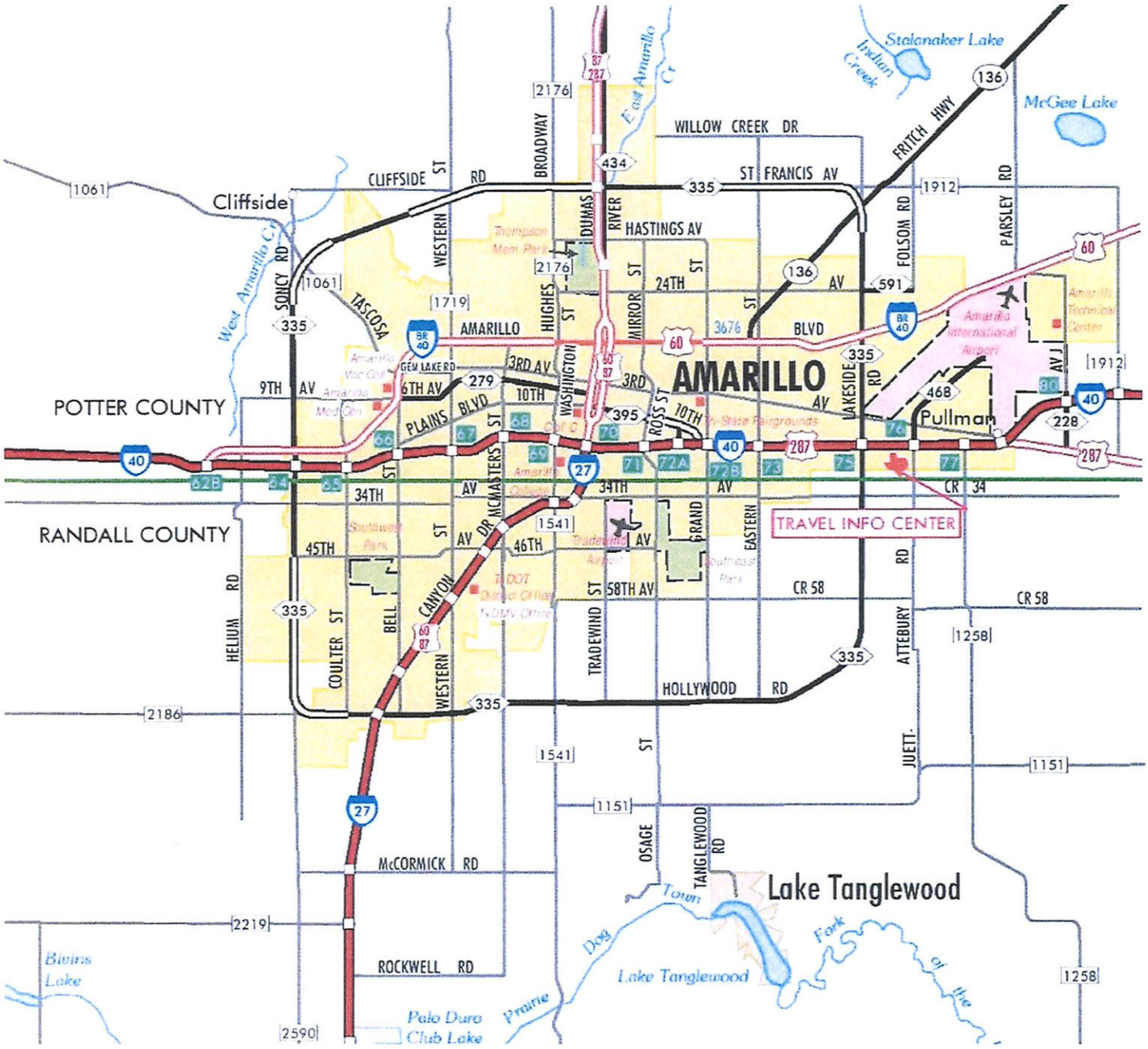
- Startup and ongoing administrative costs to cover creation and operation of the TPID, and costs to revise the hotel tax collection software.
- Administrative fees such as bank fees, administrative fees charged by the City of Amarillo for hotel tax collection and administration, bookkeeping, auditing, financial reporting, legal fees, etc.
- If dollars are left unspent in the Administration budget at the end of the year, they will be reallocated in the following budget year to Marketing (Advertising and Promotion) and Sales (Business Recruitment) according to the service plan allocations for each of those categories.

Exhibit A-1

1. 1Hotel
2. Aloft
3. Amarillo Value Inn
4. America's Best Value Inn Grand Street
5. Ashmore Inn and Suites
6. Atwell Suites
7. Autograph Collection By Marriott
8. Baymont Inn and Suites East
9. Best Western Plus Medical Center
10. Best Western Plus Ross Osage
11. Best Western Santa Fe
12. Big Texan Motel
13. Camelot Inn
14. Candlewood Suites
15. Comfort Inn and Suites East
16. Comfort Inn and Suites Soncy
17. Comfort Suites South
18. Comfort Suites Western Plaza
19. Country Inn and Suites – Soncy
20. Country Inn & Suites East
21. Courtyard by Marriott Downtown
22. Courtyard by Marriott West
23. Days Inn East
24. Days Inn Medical Center
25. Drury Inn and Suites
26. Embassy Suites by Hilton Amarillo Downtown
27. Executive Inn
28. Extend-a-Suites
29. Extended Stay America
30. Fairfield Inn & Suites
31. Fairfield Inn and Suites Airport
32. Fairfield Inn and Suites West
33. Fifth Season Inn and Suites
34. Four Points by Sheraton
35. Hampton Inn & Suites East
36. Hampton Inn and Suites West
37. Hilton Garden Inn Amarillo

38. Holiday Inn Amarillo East
39. Holiday Inn Express and Suites East
40. Holiday Inn Express and Suites South
41. Holiday Inn Express and Suites West
42. Holiday Inn Express and Suites Wolflin
43. Holiday Inn West Medical Center
44. Home2 Suites East
45. Home2 Suites West
46. Homewood Suites
47. Hotel Paramount
48. Hyatt Place Amarillo West
49. La Quinta Inn & Suites Airport
50. La Quinta Inn & Suites Mid-City
51. La Quinta West Medical Center
52. Luxury Inn and Suites
53. Microtel Inn and Suites
54. Motel 6 Airport
55. Motel 6 Canyon Dr
56. Motel 6 West
57. My Place Hotel
58. Oyo Inn
59. Quality Inn East
60. Quality Inn West Medical Center
61. Red Roof Inn West
62. Relax Inn
63. Residence Inn
64. Residence Inn
65. Sleep Inn Airport
66. Sleep Inn and Suites West Medical Center
67. SpringHill Suites by Marriott
68. Staybridge Suites
69. Studio 6 East
70. Super 8 Amarillo Airport
71. Super 8 Central
72. Super 8 West
73. TownePlace Suites Amarillo West
74. Tru by Hilton
75. WoodSpring Suites
76. SPRINGHILL AIRPORT

Exhibit A


AMARILLO
Cliffside
POTTER COUNTY
RANDALL COUNTY
Pullman
Lake Tanglewood
Palo Duro Club Lake
Stalanaker Lake
McGee Lake
Indian Creek
West Amarillo Cr
East Amarillo Cr
Dog Town Fork of the Prairie
Lake Tanglewood
Bivins Lake
TRAVEL INFO CENTER
Amarillo International Airport
Amarillo Technical Center
Tri-State Fairgrounds
Thompson Mem Park
Southwest Park
Southeast Park
Tradewind Airport
TxDOT District Office
TxDOM Office
Amarillo College
Amarillo Med Cen
Amarillo Voc Coll
Old C
CLIFFSIDE RD
WILLOW CREEK DR
ST FRANCIS AV
HASTINGS AV
24TH ST
3RD AV
6TH AV
9TH AV
10TH AV
34TH AV
45TH ST
46TH AV
58TH AV
CR 34
CR 58
HOLLYWOOD RD
McCORMICK RD
ROCKWELL RD
FRITCH HWY
PARSLEY RD
FOLSOM RD
LAKESIDE RD
ATTEBURY RD
JUETT-
TANGLEWOOD RD
OSAGE ST
TRADEWIND ST
EASTERN ST
GRAND AV
CANYON DR
WESTERN ST
COULTER ST
BELL ST
HELIUM RD
SONCY RD
TASCOSA RD
PLAINS BLVD
WASHINGTON ST
HUGHES ST
MIRROR ST
ROSS ST
DUMAS ST
BROADWAY
RIVER
GEM LAKE RD
BLVD
AV
ST
RD
DR