AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, AUGUST 16, 2022, 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: Julia O'Dell, Grace Communion International Fellowship Group

PROCLAMATION: "Leaders Readers Network Day"

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 at 8:00 a.m. until Tuesday at 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. Updates from Councilmembers serving on outside boards and commissions
      i. Pedestrian and Bicycle Safety Advisory Committee
      ii. Parks and Recreation Advisory Board;
   C. Discuss Partners for Development Progress;
   D. Presentation of Gun Violence Trends in Amarillo; and
   E. 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**:
   (Contact: Stephanie Coggins, City Secretary)

   This item considers approval of the City Council minutes for the regular meeting held on August 2, 2022.

   B. **CONSIDERATION OF RESOLUTION NO. 08-16-22-1**:
   (Contact: Martin Birkenfeld, Police Chief)

   This item considers a resolution authorizing the Amarillo Police Department (APD) to apply for the 2022 Edward Byrne Memorial Justice Assistance Grant

and authorizing an interlocal agreement to share grant funds with Potter County. APD is eligible to apply for $124,476.00. If the grant is awarded, APD would share one-half of the grant proceeds with Potter County.

C. **CONSIDERATION OF RESOLUTION NO. 08-16-22-2**:
(Contact: Mitch Normand, Human Resources Director)

This item considers a resolution re-declaring the Annual Official Holidays for the City of Amarillo.

D. **CONSIDER AWARD – RISK MANAGEMENT INFORMATION SOFTWARE RENEWAL**:
(Contact: Mitch Normand, Human Resources Director)
Award to: Origami Risk, LLC - $321,150.00

This item considers the award of a three-year contract to provide Risk Management Information Software that will be used to administer and manage the City's insurance claims, liability claims, and insurance policies; and will support the City's employee safety program.

E. **CONSIDER AWARD – AIRPORT TERMINAL AIR HANDLER UNIT (AHU) 14 REPLACEMENT AND AIRPORT OPERATIONS CENTER (AOC) DUCT MODIFICATIONS**:
(Contact: Michael Conner, Director of Aviation)
Award to: Panhandle Steel Buildings, Inc. - $850,386.00 (Buy Board # 581-19)

This item considers the award of a contract to replace the AHU-14 unit and perform duct modifications to provide new HVAC equipment to serve the existing AOC at Rick Husband Amarillo International Airport.

F. **CONSIDER AWARD – AIRPORT TERMINAL BASEMENT PLUMBING UPGRADES**:
(Contact: Michael Conner, Director of Aviation)
Award to: Panhandle Steel Buildings, Inc.

Base Bid Amount:	$176,824.00
Additive Alternate Amount:	$ 29,000.00
Total Award Amount:	$205,824.00 (Buy Board # 581-19)

This item considers the award of a contract for basement plumbing upgrades for the Airport Terminal Building at Rick Husband Amarillo International Airport.

G. **CONSIDER APPROVAL – RENEWAL OF LEASE AGREEMENT AT RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT**:
(Contact: Michael Conner, Director of Aviation)
Lessee: Larry Alford - $43,120.00 ($8,624.00 per year)

This item considers the renewal of a grazing lease of 704 acres for a term of five years. If approved, the new lease term will expire July 18, 2027.

H. **CONSIDER AWARD – AMARILLO ZOO FACILITY REPAIRS AND RENOVATIONS**:
(Contact: Michael Kashuba, Director of Parks and Recreation)
Award to: JR Tri-State General Contracting Group, Inc. - $52,043.87

This item considers the award of a contract for various zoo facility repairs and renovations, including United States Department of Agriculture (USDA) required repairs to the monkey enclosure and lion barn, along with general maintenance and repairs of the bear barn, education building fence, and porcupine exhibit.

I. **CONSIDER AWARD – REPLACEMENT OF THREE GEAR REDUCTION DRIVES AT HOLLYWOOD ROAD WATER RECLAMATION PLANT**:

(Contact: Damen Ratliff, Assistant Director of Utilities)
Award to: Evoqua Water Technologies - $169,935.48

This item considers award of a contract for the purchase and replacement of three gear reduction drives for the influent pump station at the Hollywood Road Water Reclamation Plant.

J. **CONSIDER APPROVAL – ANNUAL BLEACH SUPPLY CONTRACT**:
(Contact: Damen Ratliff, Assistant Director of Utilities)
Award to: Univar Solutions USA - $71,531.50

This item considers the award of an annual supply contract to purchase liquid sodium hypochlorite 10% (bleach) which will be used for disinfection in the water treatment process.

K. **CONSIDER AWARD – ANNUAL CONTRACT FOR ADVERTISING SERVICES**:
(Contact: Trae Kepley, Director of Purchasing)
Award to: Gatehouse Media Texas Holdings II dba Amarillo Globe News - Not to exceed $69,314.69

This item considers the award of an annual contract for advertising services that will be utilized by various city departments.

L. **CONSIDER AWARD – CONSTRUCTION MATERIALS ANNUAL SUPPLY CONTRACT**:
(Contact: Trae Kepley, Director of Purchasing)
Award to: Home Depot - Not to exceed $68,500.00 (OMNIA Partners Contract #16154)

This item considers the award of an annual contract for the purchase of construction materials to be used by various City departments in their daily duties to repair and maintain City buildings and equipment.

M. **CONSIDER AWARD – ASBESTOS CONSULTING SERVICES**:
(Contact: Trae Kepley, Director of Purchasing)
Award to: Terracon Consultants, Inc. – Not to exceed $375,000.00 (or $75,000.00 per year)

This item considers the award of a one-year contract, with four additional one-year extensions available, for asbestos consulting services for the Airport, Building Safety, Community Development, Facilities, and other City departments as needed.

N. **CONSIDER PURCHASE – VARIOUS CARS AND LIGHT TRUCKS**:
(Contact: Donny Hooper, Public Works Director)
Award to:

Randall Reed's Prestige Ford -	$ 792,440.00
Caldwell Country Chevrolet -	$ 594,845.00
Caldwell Country Ford DBA Rockdale Country Ford -	$ 116,680.00
Total Award:	$1,503,965.00

This item considers the purchase of various police vehicles, administrative vehicles, passenger vans, ½ ton pickups, ¾ ton and 1-ton light trucks with service bodies, cargo vans, and dump beds. These vehicles include purchases for scheduled replacements, upgrades, and additions of multiple vehicles to be used by various City departments.

O. **CONSIDER PURCHASE – AERIAL PLATFORM TRUCK**:
(Contact: Donny Hooper, Public Works Director)
Award to: Caldwell Country Ford DBA Rockdale Country Ford - $120,985.00

This item considers the purchase of a 19,500 GVW Aerial Platform Truck that will be used by Water Production in daily operations. This item will replace fleet Unit 5092 which has reached its end of life and is no longer serviceable.

P. **CONSIDER PURCHASE – FARM STYLE INDUSTRIAL TRACTOR**:
(Contact: Donny Hooper, Public Works Director)
Award to: John Deer Company (Delivering dealer: Western Equipment) - $321,285.58 (Buy Board #611-20)

This item considers the purchase of a farm style industrial tractor that will be used at the River Road Water Reclamation Plant in daily operations. This item is a scheduled replacement of fleet Unit 7812 which has reached its end of service life.

Q. **CONSIDER AWARD – CONTRACT FOR UPGRADES AND MODIFICATIONS TO THE RIVER ROAD WATER RECLAMATION AND HOLLYWOOD ROAD WATER RECLAMATION FACILITIES**:
(Contact: Kyle Schniederjan, Director of CP&DE)
Vendor: Garney Companies, Inc. - $16,312,000.00

This item considers the award of a contract for upgrades and modifications to the River Road Water Reclamation and Hollywood Road Water Reclamation facilities.

R. **CONSIDERATION OF RESOLUTION NO. 08-16-22-3**:
(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution denying Southwestern Public Service Company's proposed surcharge in connection with final rates approved related to its Statement of Intent submitted on or about February 8, 2021.

S. **CONSIDER APPROVAL – LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM WATER PROVIDER AGREEMENT**:
(Contact: Laura Storrs, Assistant City Manager)
Grantor: Panhandle Community Services

This item accepts the award from the Panhandle Community Services from date of execution through September 30, 2023 to provide a Low Income Household Water Assistance Program.

T. **CONSIDER APPROVAL – CONTRACT FOR POTTER COUNTY TO COLLECT AND ASSESS PUBLIC IMPROVEMENT DISTRICT TAXES**:
(Contact: Justin Oppel, Development Customer Service Coordinator)

This item considers approval of a contract for assessment and collection of Public Improvement District (PID) taxes.

U. **CONSIDERATION OF RESOLUTION NO. 08-16-22-4**:
(Contact: Emily Koller, Assistant Director of Planning)

This item considers a resolution authorizing an Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project with the State of Texas, acting through the Texas Department of Transportation (TxDOT), for the Barrio Neighborhood SE 10th Avenue Improvements.

V. **CONSIDER APPROVAL – ELECTRICAL UTILITY EASEMENT**:
(Contact: Brady Kendrick, Planner II)

This item considers approval of a Southwestern Public Service Company Electrical Utility Easement, being a 0.104-acre tract of unplatted land, in Section 144, Block 2, A.B.&M. Survey, Randall County, Texas. (Vicinity:

Hollywood Road/Loop 335 and Grand Street; Grantor: City of Amarillo; Grantee: Southwestern Public Service Company)

W. **CONSIDER AWARD – CONTRACT FOR PROFESSIONAL PLANNING SERVICES RELATED TO THE COMPREHENSIVE PLAN**:
(Contact: Emily Koller, Assistant Director of Planning)
Vendor: Moore Iacofano Goltsman, Inc. (MIG) - $399,761.00

This item considers award of a contract for professional consulting services related to updating the City of Amarillo's Comprehensive Plan, which was previously adopted in 2010.

X. **CONSIDER AWARD – INFORMATION TECHNOLOGY NETWORK INFRASTRUCTURE REFRESH**:
(Contact: Missy Tucker, Assistant Director of IT)
Vendor: Dell Financial Services - $3,529,845.74

This item considers the award of a five-year lease agreement for the purpose of replacing IT network hardware which has reached its end-of-life. The total cost will be paid out equally, over five annual payments.

Y. **CONSIDER AWARD – FIBER OPTIC DIRECTIONAL DRILLING SERVICES**:
(Contact: Missy Tucker, Assistant Director of IT)
Vendor: Dan Monk Construction – Not to exceed $5,000,000.00 (or $1,000,000.00 per year)

This item considers the award of a one-year contract, with options to renew for four additional one-year periods, for directional drilling services utilized in the laying of fiber optic at various City locations.

Z. **CONSIDER AWARD – RENEWAL OF VMWARE ENTERPRISE LICENSE AGREEMENT**:
(Contact: Missy Tucker, Assistant Director of IT)
Vendor: Dell Financial Services - $1,845,582.72

This item considers a five-year renewal to the City's VMware Enterprise License Agreement (ELA) that will be paid out equally over five years. This purchase continues existing virtual licenses into a five-year ELA that supports the City's strategic approach to virtualizing servers and desktop computers.

AA. **CONSIDER AWARD – RENTAL AGREEMENT FOR TRASH PUMPS AT HOLLYWOOD ROAD WASTEWATER RECLAMATION PLANT**:
(Contact: Damen Ratliff, Assistant Director of Utilities)
Award to: United Rentals – Not to exceed $250,000.00

This item considers award of an agreement for the rental of three trash pumps that will used to provide temporary backup pumping of influent into the Hollywood Road Wastewater Reclamation Plant while the influent screw pumps are being repaired.

BB. **CONSIDER APPROVAL – FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROJECT (AIP) GRANT NO. 3-48-0007-052-2022**:
(Contact: Michael Conner, Director of Aviation)
Grantor: Federal Aviation Administration (FAA)
Grant Amount: $1,872,834.00

This item considers the approval of FAA AIP Grant No. 3-48-007-052-2022, with the Federal Aviation Administration, for funding the completion of the snow removal equipment building improvements; purchase of two new airfield snow brooms, and Rosenwald & Batson Road reconstruction – design only. If

approved, the total grant amount will be funded with 90% participation from the FAA and 10% from Airport operating revenues.

3. NON-CONSENT ITEMS:

A. **CONSIDERATION OF RESOLUTION NO. 08-16-22-5**:
(Contact: Andrew Freeman, Assistant City Manager)

This item considers a resolution adopting state and federal legislative priorities for the 2022/2023 calendar years.

B. **CONSIDERATION OF RESOLUTION NO. 08-16-22-6**:
(Contact: Andrew Freeman, Assistant City Manager)

This item considers a resolution adopting policy recommendations for inclusion in the 2023/2024 Texas Municipal League Legislative Policy.

C. **CONSIDER LEASE AGREEMENT BETWEEN THE CITY OF AMARILLO AND FRIENDS OF AJ SWOPE**:
(Contact: Jared Miller, City Manager)

This item considers a lease agreement between City of Amarillo and FRIENDS OF AJ SWOPE for property located at 1018 S. Polk Street, to be used for a memorial park honoring first responders from the 26 counties of the Texas Panhandle who have lost their lives in the line of duty, since the 1880s and into the future.

D. **CONSIDERATION OF ORDINANCE NO 8002**:
(Contact: Laura Storrs, Assistant City Manager)

Discussion and consideration of all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, New Series 2022", including the adoption of an ordinance authorizing the issuance of such bonds.

E. **CONSIDERATION OF ORDINANCE NO 8003**:
(Contact: Laura Storrs, Assistant City Manager)

This item is the Discussion and consideration of an ordinance authorizing the issuance of the "City of Amarillo, Texas, Tax Notes, Series 2022B", and resolving other matters incident and related thereto, including the approval of a paying agent/registrar agreement.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 S. 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 378-3014 or the City TDD number at 378-4229.

Watch the meeting live: http://amarillo.gov/city-hall/city-government/view-city-council-meetings.

I certify that the above notice of meeting was posted on the electronic bulletin board in City Hall, 601 S. Buchanan, Amarillo, Texas, and the City website (www.amarillo.gov) on or before the 12th day of August 2022, at 6:00 p.m. in accordance with the Open Meetings Laws of the State of Texas, Chapter 551, Texas Government Code.

Stephanie Coggins

Stephanie Coggins, City Secretary

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 2nd day of August 2022, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

FREDA POWELL	MAYOR PRO TEM/COUNCILMEMBER NO. 2
COLE STANLEY	COUNCILMEMBER NO. 1
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

Absent was Mayor Ginger Nelson none. Also in attendance were the following administrative officials:

JARED MILLER	CITY MANAGER
ANDREW FREEMAN	ASSISTANT CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	CITY SECRETARY
JENIFER RAMIREZ	ASSISTANT TO THE CITY MANAGER
CARTER ESTES	ASSISTANT TO THE CITY MANAGER

A quorum was established by Mayor Pro Tem Powell and Councilmembers Sauer, Smith, and Stanley. Mayor Pro Tem Powell called the meeting to order at 1:00 p.m., welcomed those in attendance, and the following items of business were conducted.

The invocation was given by Margie Gonzales with VIDA Church. Mayor Pro Tem Powell led the Pledge of Allegiance.

PUBLIC ADDRESS

Noah Dawson, of Amarillo, spoke against Agenda Items No. 2B, 2C, 3A, 3C, 3D, 3E, and 3F. James Schenck, of Amarillo, spoke on Agenda Items No. 1D and 2A. There were no further comments.

ITEM 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. Updates from Councilmembers serving on outside boards and commissions
    a. Amarillo Local Government Corporation
    b. Convention and Visitors Bureau;
C. Discuss Comprehensive Plan Update; and
D. Request future agenda items and reports from City Manager.

ITEM 2 – CONSENT AGENDA

Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. A motion was made to approve the consent agenda as presented by Councilmember Sauer, seconded by Councilmember Smith.

A. **CONSIDER APPROVAL – MINUTES**:
(Contact: Stephanie Coggins, City Secretary)

This item considers approval of the City Council minutes for the regular meeting held on July 26, 2022.

B. **CONSIDERATION OF ORDINANCE NO. 7997**:
(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item is a second and final reading of an ordinance designating certain areas of the City as Reinvestment Zone No. 19 for commercial and industrial tax abatement. The zone is approximately 20.70 acres in the vicinity of S. Georgia St. and Farmers Ave.

C. **CONSIDERATION OF ORDINANCE NO. 7998**:
(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item is a second and final reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 20 for commercial and industrial tax abatement. The zone is approximately 30.00 acres in the vicinity of Airport Boulevard and SE Third Avenue.

D. **CONSIDERATION OF ORDINANCE NO. 7999**:
(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning an 8.29-acre tract of unplatted land, in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Residential District 3. (VICINITY: W Hastings Ave. and Broadway Dr.; APPLICANT/S: Tommy Nielson for Nielson Communities.)

E. **CONSIDERATION OF ORDINANCE NO. 8000**:
(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning Lots 10 and 11, Block 11, Lawrence Park Addition Unit No. 4, an addition to the City of Amarillo, in Section 227, Block 2, A.B.&M. Survey, Potter and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Office District 2 to Neighborhood Service District.

F. **CONSIDERATION OF ORDINANCE NO. 8001**:
(Contact: Emily Koller, Assistant Director of Planning)

This item is a second and final reading to consider an ordinance to amend the Amarillo Municipal Code Title IV – Building Codes, Development and Zoning, by adding Chapter 4-12 regarding the City's Recognized Neighborhood Association program.

G. **CONSIDER APPROVAL – INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO, TEXAS AND AMARILLO COLLEGE**:
(Contact: Michael Kashuba, Parks and Recreation Director)

This item considers the approval of an interlocal agreement defining Amarillo College's rental of Rick Klein Sports Complex from the City of Amarillo Parks and Recreation department.

H. **CONSIDER AWARD – TUBERCULOSIS FEDERAL GRANT**:
(Contact: Casie Stoughton, Public Health Director)
Grantor: Texas Department of State Health Services
Grant Amount: $44,024.00

This item accepts the award of a grant from the Texas Department of State Health Services, from January 1, 2023 thru December 31, 2024, to continue funding to prevent and control the transmission of active and latent tuberculosis.

I. **CONSIDERATION OF RESOLUTION NO. 08-02-22-1**:
(Contact: Kashion Smith, Convention and Visitors Bureau Executive Director)

This item considers a resolution approving the fiscal 2022/2023 budget for the Convention and Visitors Bureau which is funded through a tax levied upon hotel occupancy.

J. **CONSIDER APPROVAL – CHANGE ORDER NO. 3 FOR LIFT STATION NO. 32**:
(Contact: Kyle Schniederjan, Capital Projects and Development Engineering Director)
Award to: Williams Ditching, LLC

Original Contract Amount:	$15,862,850.71
Change Order No. 1	$ (567,466.40)
Current Change Order No. 2:	$ 60,090.09
Revised Contract Total:	$15,355,474.40

This item considers approval of a change order to the Lift Station No. 32 project to add additional paving related to the project.

K. **CONSIDER AWARD – TRANSFER STATION IMPROVEMENTS PROFESSIONAL SERVICES AGREEMENT**:
(Contact: Donny Hooper, Public Works Director)
Award to: CH Guernsey & Company - $89,750.00

This item considers the award of a professional services agreement for the design of improvements at the City of Amarillo Solid Waste Transfer Station.

L. **CONSIDER AWARD – GPS MONITORING/TRACKING SYSTEM RENEWAL**:
(Contact: Donny Hooper, Public Works Director)
Award to: Synovia Solutions, LLC - $402,840.00 (Sourcewell Contract #020221-CAW)

This item considers the award of a three-year contract to provide GPS Fleet Tracking services for approximately 480 selected vehicles and equipment.

Voting AYE were Mayor Pro Tem Powell and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Nelson; the motion passed by a 4-0 vote.

ITEM 3 – NON-CONSENT ITEMS:

ITEM 3A: Mayor Pro Tem Powell introduced an item to discuss and consider the proposed tax rate for the proposed fiscal 2022/2023 City of Amarillo Budget. Ms. Storrs presented the item. A motion was made to adopt a proposed tax rate of $0.49086 by Councilmember Smith, seconded by Councilmember Sauer.

Voting AYE were Mayor Pro Tem Powell and Councilmembers Sauer and Smith; voting NO was Councilmember Stanley; absent was Mayor Nelson; the motion passed by a 3-1 vote.

ITEM 3B: Mayor Pro Tem Powell introduced a resolution approving the 2022/2023 Community Development Block Grant and HOME Investment Partnership Allocations for the FY22 Annual Action Plan. Jason Riddlespurger, Community Development Director, presented the item. Mayor Pro Tem Powell opened a public hearing. There were no comments. Mayor Pro Tem Powell closed the public hearing. A motion was made that the following captioned resolution be passed, with the Annual Action Plan to be submitted to Housing and Urban Development allocating $1,584,592 in CDBG funding and $828,236 in HOME funding, by Councilmember Sauer, seconded by Councilmember Stanley.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: CONDUCTING A PUBLIC HEARING AND AUTHORIZING THE ADOPTION OF THE 2022/2023 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIPS PROGRAM ANNUAL ACTION PLAN AS REQUIRED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; DESIGNATING THE ASSISTANT CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN SAID PLAN; PROVIDING A REPEALER CLAUSE; AND PROVIDING A SAVINGS CLAUSE.

Voting AYE were Mayor Pro Tem Powell and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Nelson; the motion passed by a 4-0 vote.

ITEM 3C: Mayor Pro Tem Powell introduced an item to consider a Location Incentive Agreement (LIA) between Amarillo Economic Development Corporation (AEDC) and A-5 Realty, LLC (Texas Company) And A-7 Austin, LLC (Texas Company) doing business as Austin Hose. Kevin Carter, Amarillo Economic Development Corporation, presented the item. A motion was made to approve a Location Incentive Agreement (LIA) between Amarillo Economic Development Corporation (AEDC) and A-5 Realty, LLC and A-7 Austin, LLC, doing business as Austin Hose, that would provide Austin Hose $300,000 for the creation of full-time employees, to be paid out over five years, as they are created, and would provide for AEDC to convey 20.7 acres, valued at $724,500, to Austin Hose by Councilmember Sauer, seconded by Councilmember Smith.

Voting AYE were Mayor Pro Tem Powell and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Nelson; the motion passed by a 4-0 vote.

ITEM 3D: Mayor Pro Tem Powell introduced an item to consider a Tax Abatement Agreement between the City of Amarillo, the Amarillo Economic Development Corporation (AEDC), and A-5 Realty, LLC and A-7 Austin, LLC, doing business as Austin Hose. Mr. Carter presented the item. A motion was made to approve a Tax Abatement Agreement between the City of Amarillo, the Amarillo Economic Development Corporation (AEDC), and A-5 Realty, LLC and A-7 Austin, LLC, doing business as Austin Hose, that will provide for an abatement of future taxes on the construction and equipment costs at 60% abatement for six years by Councilmember Sauer, seconded by Councilmember Smith.

Voting AYE were Mayor Pro Tem Powell and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Nelson; the motion passed by a 4-0 vote.

ITEM 3E: Mayor Pro Tem Powell introduced an item to consider a Location Incentive Agreement (LIA) between Amarillo Economic Development Corporation (AEDC) and Unmanned Systems, Inc. (Nevada) doing business as Albers Aerospace. Mr. Carter presented the item. A motion was made to approve a Location Incentive Agreement (LIA) between Amarillo Economic Development Corporation (AEDC) and Unmanned Systems, Inc., doing business as Albers Aerospace, that would provide Albers Aerospace $8 million for the creation of full-time employees, to be paid out in two installments – half within 30 days of approval of the LIA and half after one year, and would provide for AEDC to convey 30 acres, valued at $1,800,000, to Albers Aerospace by Councilmember Sauer, seconded by Councilmember Smith.

Voting AYE were Mayor Pro Tem Powell and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Nelson; the motion passed by a 4-0 vote.

ITEM 3F: Mayor Pro Tem Powell introduced an item to consider a Tax Abatement Agreement between the City of Amarillo, Amarillo Economic Development Corporation (AEDC) and Unmanned Systems, Inc. (Nevada) doing business as Albers Aerospace. Mr. Carter presented the item. A motion was made to approve a Tax Abatement Agreement between the City of Amarillo, the Amarillo Economic Development

Corporation (AEDC), and Unmanned Systems, Inc. doing business as Albers Aerospace, that will provide for an abatement of future taxes on the construction and equipment costs at 100% abatement for 10 years by Councilmember Sauer, seconded by Councilmember Smith.

Voting AYE were Mayor Pro Tem Powell and Councilmembers Sauer, Smith and Stanley; voting NO were none; absent was Mayor Nelson; the motion passed by a 4-0 vote.

Mayor Pro Tem Powell adjourned the regular meeting at 3:02 p.m.

ATTEST:

_____ _____

Stephanie Coggins, City Secretary Ginger Nelson, Mayor

DRAFT

Amarillo City Council
Agenda Transmittal Memo

Item No. 2B

Meeting Date	August 16, 2022	**Council Priority**	Public Safety
Department	Police Department		
Contact	Chief Martin Birkenfeld / Captain Louis Sanchez		

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 08-16-22-1

Authorizing the Police Department to apply for the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG).

Agenda Item Summary

The Amarillo Police Department is expected to receive $62,238.00 from this grant. The Department will use the funds to purchase Axon X2 tasers and related accessories (holsters, batteries, cartridges, etc.). Total amount applying for is $124,476.00. Half of this amount goes to Potter County Sheriff's office.

Requested Action

Council consideration and approval of the grant application.

Funding Summary

n/a

Community Engagement Summary

n/a

Staff Recommendation

Staff recommends that the City Council approve this grant.

8/11/22 CMW

RESOLUTION NO. 08-16-22-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING AN APPLICATION FOR THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT; AUTHORIZEING AN INTERLOCAL AGREEMENT TO SHARE GRANT FUNDS WITH POTTER COUNTY; AUTHORIZING ADMINISTRATIVE ADJUSTMENTS TO DOCUMENTS AS NEEDED; PROVIDING A REPEALER CLAUSE,SEVERABILITY CLAUSE, AND EFFECTIVE DATE.

WHEREAS, the United States Department of Justice is seeking applications for the 2022 Edward Byrne Memorial Justice Assistance Grant, and the City of Amarillo is eligible to apply for the sum of $124,476.00; and,

WHEREAS, if such grant is approved by the Justice Department, then, as in past years, the City would share one-half of the grant proceeds with the Potter County Sheriff's Office.

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

SECTION 1. The City Manager or designee is authorized to apply for the 2022 Edward Byrne Memorial Justice Assistance Grant and execute all necessary documents and assurances reasonably needed to complete the application and award process.

SECTION 2. If the City receives the grant, then the City Council hereby approves the sharing with the Potter County Sheriff's Office of one-half of the grant proceeds pursuant to the terms of the attached Interlocal Agreement, which the City Manager or designee is authorized to execute.

SECTION 3. The City Manager or designee is authorized to make such necessary amendments to the grant application, acceptance, and Interlocal Agreement as may be required in order to: (a) conform such documents to the actual award amount if different from that stated herein and the attached Agreement; and (b) provide any further assurances or adjustments in the administrative aspects of the grant program for this year to satisfy the federal agency requirements.

SECTION 4. Repealer. Should any part of this Resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this Resolution.

SECTION 5. Severability. 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 6. Effective Date. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this the 16th day of August 2022.

DRAFT

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF POTTER

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS AND COUNTY OF POTTER, TEXAS
2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
LOCAL SOLICITATION

This Agreement is made and entered into this _____day of _____, 2022, by and between POTTER COUNTY, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of AMARILLO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of POTTER County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of the "Texas Interlocal Cooperation Act", Chapter 791 of the Texas Government Code, as amended, providing for cooperation between local governmental bodies; and

WHEREAS, each party is a local government within the State of Texas; and

WHEREAS, this Agreement has been approved by the governing body of each respective entity, and the signatory below has been duly authorized to execute this Agreement on behalf of each respective entity; and

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

WHEREAS, each governing body finds that: each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and that the performance of this Agreement is in the best interests of both parties; and that the undertaking will benefit the public; and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the CITY agrees to provide the COUNTY $62,238.00 from the funds the CITY was awarded from the FY 2022 Edward Byrne Memorial Justice Assistance Program, Local Solicitation, and the funds will be used for the Potter County Criminal Justice – Justice Assistance Grant (JAG) Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds as stated herein.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of $62,238.00 of JAG funds. All amounts to be paid will be from currently available revenues.

Section 2.

COUNTY agrees to use said $62,238.00 for the Potter County Criminal Justice – Justice Assistance Grant (JAG) Program until September 30th, 2024.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act, and further, nothing herein constitutes any waiver of immunity or defense available to such claims.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Texas Tort Claims Act and further, nothing herein constitutes any waiver of immunity or defense available to such claims.

Section 5.

Each party to this Agreement will be responsible for its own acts and omissions of its employees in providing services under this Agreement, and neither party shall be liable for any civil liability, claims, damages, attorneys fees, or costs that arise out of or relate to the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8.

COUNTY understands and agrees that as sub-recipient of a federal grant, it must comply with each term, condition, assurance, and rule of the program providing the funds in the same manner as if COUNTY were the primary recipient. Moreover, to assure performance of this obligation, COUNTY agrees to provide at its expense copies to CITY of all financial records, invoices, contracts, correspondence, policies, reports, and other documents that establish COUNTY'S compliance with the terms of the grant conditions and assurances.

CITY OF AMARILLO, TEXAS

DRAFT

_____
City Manager

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney*

COUNTY OF POTTER, TEXAS

_____
County Judge

APPROVED AS TO FORM:

_____
Assistant District Attorney**

*The legal review of this document by the City Attorney is in response to a City of Amarillo staff query. It is reviewed and approved by the City Attorney solely for the purpose of determining the City's legal rights, duties, etc., and not that of any third party. This approval is not intended for reliance on by or for the benefit of any other person or entity.

**By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Amarillo City Council
Agenda Transmittal Memo

Item No. 2C

Meeting Date	August 16, 2022	**Council Priority**	
Department	Human Resources		
Contact	Mitchell Normand, Director of Human Resources		

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 08-16-22-2
(Contact: Mitch Normand, Director of Human Resources)

Consider approval of a resolution amending the observed holiday schedule to include President's Day (third Monday in February) and Good Friday (Friday before Easter Sunday), and Juneteenth (June 19th) for a total of 13 observed holidays.

Agenda Item Summary

Amend the observed holiday schedule to include President's Day (third Monday in February), Good Friday (Friday before Easter Sunday), and Juneteenth (June 19th) for a total of 13 observed holidays.

Requested Action

Consider approval of a resolution amending the observed holiday schedule to include President's Day (third Monday in February) and Good Friday (Friday before Easter Sunday), and Juneteenth (June 19th) for a total of 13 observed holidays.

Funding Summary

Estimated cost of amending the holiday schedule will result in an expense of approximately $156,000.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the resolution re-declaring the annual official holidays for the City of Amarillo to include President's Day (third Monday in February), Good Friday (Friday before Easter Sunday), and Juneteenth (June 19th).

LSS 8/3/2022

RESOLUTION NO. 08-16-22-2

A RESOLUTION OF THE AMARILLO CITY COUNCIL RE-DECLARING THE ANNUAL OFFICIAL HOLIDAYS FOR THE CITY OF AMARILLO; PROVIDING EFFECTIVE DATE.

WHEREAS, the City Council has duly approved the Human Resources Policies and Procedures; and

WHEREAS, the City Manager has promulgated a change in the Observed Holidays for the City; and

WHEREAS, it is in the best interests of the citizens and of the employees of the City for the Annual Official Holidays of the City to be declared by the City Council.

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

SECTION 1. The following are declared to be Annual Official Holidays of the City of Amarillo:

• New Year's Day	January 1
• Martin Luther King, Jr. Day	Third Monday in January
• Presidents' Day	Third Monday in February
• Good Friday	Friday before Easter Sunday
• Memorial Day	Last Monday in May
• Juneteenth	June 19
• Independence Day	July 4
• Labor Day	First Monday in September
• Veterans' Day	November 11
• Thanksgiving Day	Fourth Thursday in November
• Day after Thanksgiving	Fourth Friday in November
• Christmas Eve	December 24
• Christmas Day	December 25

SECTION 2. If one of the above-named holidays or special holiday falls on a Saturday, the holiday shall be observed the preceding Friday. If it falls on a Sunday, it shall be observed the following Monday.

SECTION 3. The City Manager may in his discretion authorize a Floating Holiday for full time, regular City employees.

SECTION 4. The remaining holiday provisions contained in the Human Resources Policies and Procedures shall remain unchanged.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this the 16th day of August 2022.

DRAFT

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

Amarillo City Council
Agenda Transmittal Memo

Item No. 2D

Meeting Date	August 16, 2022	**Council Priority**	Fiscal Responsibility
Department	Human Resources, Risk Management Division		
Contact	Mitchell Normand		

Agenda Caption

Consider – Award Risk Management Information Software (RMIS) contract to Origami Risk LLC. in the amount of $321,150.

Agenda Item Summary

This is a three year contract with Origami Risk LLC to provide Risk Management Information Software. This software will be used to administer and manage the City's insurance claims, liability claims, insurance policies, and will support the City's employee safety program.

Requested Action

Consider for award the RMIS software contract to Origami Risk LLC.

Funding Summary

Risk Management fund - 63110.69300

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of this contract.

RMIS
Opened 4:00 p.m. August 4. 2022

To be awarded as one lot	ORIGAMI RISK, LLC	
Line 1 -3 year renewal of the City's Risk Mangment Information System, per specifications		
1 ea		
Unit Price	$321,150.000	
Extended Price		321,150.00
Bid Total		321,150.00
Award by Vendor		$ 321,150.00
City		Chicago, IL

Amarillo City Council
Agenda Transmittal Memo

Item No. 2E

CITY OF AMARILLO® CITY MANAGER

Meeting Date	August 16, 2022	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner – Director of Aviation		

Agenda Caption

CONSIDER AWARD – AIRPORT TERMINAL AIR HANDLER UNIT (AHU) 14 REPLACEMENT AND AIRPORT OPERATIONS CENTER (AOC) DUCT MODIFICATIONS
PURCHASED VIA BUY BOARD CONTRACT # 581-19.
Base Bid Amount: $850,386.00 to be awarded to Panhandle Steel Buildings, Inc.

Agenda Item Summary

The Air Handler Unit 14 Replacement & AOC Duct Modifications project shall provide new HVAC equipment to serve the existing Airport Operations Center (AOC) area. Major system components to be replaced or added to the existing AOC HVAC systems include:

1. Removal and replacement of existing air handling unit AHU-14 with new unit.
2. New Relief Air Fan and Removal and replacement of roof mounted Relief Air Vent.
3. Removal and replacement of existing Dual Duct VAV terminal units with single duct VAV terminal units with hydronic reheat coils.
4. Provision for temporary HVAC equipment currently serviced by AHU-14 to maintain indoor setpoints throughout the construction process, including temporary power requirements for unit(s).
5. Controls and sequence of operation integration of new equipment into existing facility Building Management System (BMS).

Requested Action

Award bid no. 7326 in the amount of $850,386.00 to Panhandle Steel Buildings, Inc. via Buy Board Contract # 581-19.

Funding Summary

This project is funded within the Airport's approved 2020/2021 CIP.

Community Engagement Summary

Level 1 – Modest impact on selected area and/or community group.

Staff Recommendation

Airport staff recommends award of bid no. 7326 via Buy Board Contract # 581-19 in the amount of $850,386.00 to Panhandle Steel Buildings, Inc.

Bid 7326 Replacement of AOC Ducting at Rick Husband Intl Airport
Opened 4:00 p.m. July 20, 2022

To be awarded as one lot	PANHANDLE STEEL BUILDINGS		TRI-STATE GENERAL CONTRACTING	
Line 1 AHU-14 Replacement & AOC Duct Modifications project shall provide new HVAC equipment to serve the existing AOC area at Rick Husband Amarillo Intl Airport, per specifications				
1 ea				
Unit Price	$850,386.000		$986,993.000	
Extended Price		850,386.00		986,993.00
Bid Total		850,386.00		986,993.00
Award by Vendor		$ 850,386.00		
City		Amarillo, TX		

Amarillo City Council
Agenda Transmittal Memo

Item No. 2F

Meeting Date	August 16, 2022	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner – Director of Aviation		

Agenda Caption

CONSIDER AWARD – AIRPORT TERMINAL BASEMENT PLUMBING UPGRADES

CONSIDER: AWARD BID NO. 7327 FOR THE TERMINAL BASEMENT PLUMBING UPGRADES PROJECT AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT. PURCHASED VIA BUY BOARD CONTRACT # 581-19.
Base Bid Amount: $176,824.00
Additive Alt. Amount: $29,000.00
Total Award Amount: $205,824.00 to be awarded to Panhandle Steel Buildings, Inc.

Agenda Item Summary

The basement plumbing upgrades project consists of the following four major tasks:

1. Removal and replacement of existing deteriorated below concrete slab plumbing sanitary drainage piping.
2. Removal and replacement of an existing deteriorated sump pit and duplex sump pump system.
3. Removal and replacement of above floor condensate piping for heating hot water equipment.
4. Additive alternate bid is for modifications of existing gas fired water PVC vent piping.

Requested Action

Award bid no. 7327 in the amount of $205,824.00 to Panhandle Steel Buildings, Inc. via Buy Board Contract # 581-19.

Funding Summary

This project is funded within the Airport's approved 2020/2021 CIP.

Community Engagement Summary

Level 1 – Modest impact on selected area and/or community group.

Staff Recommendation

Airport staff recommends award of bid no. 7327 via Buy Board Contract # 581-19 in the amount of $205,824.00 to Panhandle Steel Buildings, Inc.

Bid 7327 AMA Terminal Basement Plumbing
Opened 4:00 p.m. July 20, 2022

To be awarded as one lot	PANHANDLE STEEL BUILDINGS		TRI-STATE GENERAL CONTRACTING	
Line 1 Base bid package for the basement plumbing upgrades must include removal and replacement of existing slab sanitary drainage piping, removal and replacement of existing sump pit and pumps as generally shown, per specifications				
1 ea				
Unit Price	$176,824.000		$178,000.000	
Extended Price		176,824.00		178,000.00
Line 2 Additive alternate scope of work for the project must include the modification of the existing PVC vent piping for the existing gas fires water heater as generally shown, per specifications				
1 ea				
Unit Price	$29,000.000		$39,800.000	
Extended Price		29,000.00		39,800.00
Bid Total		205,824.00		217,800.00
Award by Vendor		$ 205,824.00 ✓		
City		Amarillo, TX		

Amarillo City Council
Agenda Transmittal Memo

Item No. 2G

CITY OF AMARILLO® CITY MANAGER

Meeting Date	August 2, 2022	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner – Director of Aviation		

Agenda Caption

CONSIDER: RENEWAL OF LEASE AGREEMENT FOR BID NO. 5764 AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT FOR A GRAZING LEASE OF 704 ACRES FOR AN ADDITIONAL 5 YEAR TERM.
Annual Revenue Amount: $8,624.00
Five Year Revenue Amount: $43,120.00 to be awarded to Mr. Larry Alford.

Agenda Item Summary

This lease was originally executed on July 19, 2017 for a period of five years and expires on July 18, 2022. The parties desire to renew the lease for one additional five-year term expiring July 18, 2027. The lease is for an irregular tract of land situated in Sections 38.51.52 and block 2, AB&M Survey, Potter County Texas and consisting of 704 acres.

Requested Action

Award bid no. 5764 renewal in the amount of $43,120.00 to Mr. Larry Alford.

Funding Summary

Revenue Agreement.

Community Engagement Summary

Level 1 – Modest impact on selected area and/or community group.

Staff Recommendation

Airport staff recommends award of bid no. 5764 renewal to Mr. Larry Alford in the amount of $43,120.00 or $8,624.00 annually.

Bid No. 5764 GRAZING LEASE POTTER COUNTY 704 ACRES AT AIRPORT (RENEWAL)
Opened 4:00 p.m. July 27, 2022

To be awarded as one lot		LARRY ALFORD
Line 1 Renewal Land, rental or lease, per specifications		
5 yr		
Unit Price	$8,624.000	
Extended Price		43,120.00
Bid Total		43,120.00
Award by Vendor		43,120.00 ✓

CMW 7.15.22

Renewal of Lease Agreement

The City of Amarillo, Texas ("**LESSOR**") and Larry Alford ("**LESSEE**") entered in to a Lease Agreement dated July 19, 2017 (the "**Lease**"). The term of the Lease is July 19, 2017 through July 18, 2022. The parties desire to renew the Lease for an additional five-year term.

Therefore, the parties agree as follows:

1. The Lease is hereby renewed for a five-year period from July 19, 2022 through July 18, 2027 (the "**First Renewal Period**").
2. All other terms and conditions of the Lease will continue in full force and effect during the First Renewal Period.

LESSOR:

(Signature) _____

By: _____

Title: _____

Date: _____

LESSEE:

(Signature) _____

By: Larry Alford

Date: _____

DRAFT

Amarillo City Council
Agenda Transmittal Memo

Item No. 2H

Meeting Date	August 16, 2022	**Council Priority**	Civic Pride
Department	Parks and Recreation (Zoo)		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDER AWARD – AMARILLO ZOO FACILITY REPAIRS AND RENOVATIONS

CONSIDER AWARD OF BID NO. 7333 FOR MISCELLANEOUS ZOO PROJECT AT THE AMARILLO ZOO. THE PROJECTS WILL INCLUDE USDA REQUIRED REPAIRS TO THE MONKEY ENCLOSURE AND LION BARN ALONG WITH GENERAL MAINTENANCE AND REPAIRS OF THE BEAR BARN, EDUCATION BUILDING FENCE AND PORCUPINE EXHIBIT.

Total Base Bid Amount: $52,043.87

Total Bid Amount: $52,043.87 to be awarded to: JR Tri-State General Contracting Group Inc.

Agenda Item Summary

The project consists of updating and renovating outdated facilities to ensure safety of the animals and patrons of the Amarillo Zoo.

Installation Quote Includes:

- **Bear Barn Roof**
- **Concrete Slab (Porcupine Exhibit)**
- **Education Building Fence**
- **Lion Barn Siding Replacement**
- **Monkey Enclosure Interior Finish**
- **Monkey Enclosure Trap Doors.**
- **Labor**
- **Insurance**

Requested Action

Approval and authorization for City Manager to execute agreement.

Funding Summary

Funding is allocated in Account # 71200.37420 – Amarillo Zoo Trust Fund

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval

Bid No. 7333 MISCELLANEOUS ZOO PROJECTS
Opened 4:00 p.m. August 1, 2022

To be awarded as one lot	JR TRI-STATE GENERAL CONTRACTING GROUP, INC.	
Line 1 Bear Barn Roof (New Roof and Deck), per specifications		
1 ea		
Unit Price	$16,372.390	
Extended Price		16,372.39
Line 2 Concrete at Porcupine Entry, per specifications		
1 ea		
Unit Price	$4,824.630	
Extended Price		4,824.63
Line 3 Fence at Education Building, per specifications		
1 ea		
Unit Price	$4,561.410	
Extended Price		4,561.41
Line 4 Lion's Barn Replece Metal Siding, per specifications		
1 ea		
Unit Price	$10,972.460	
Extended Price		10,972.46
Line 5 Monkey Interior Finish, per specifications		
1 ea		
Unit Price	$6,487.980	
Extended Price		6,487.98

Line 6 Monkey Trap Doors, Replace 2			
Trap Doors, per specifications			
1 ea			
Unit Price	$8,825.000		
Extended Price		8,825.00	
Bid Total		52,043.87	
Award by Vendor		$ 52,043.87	
City		Amarillo, TX	

Amarillo City Council
Agenda Transmittal Memo

Item No. 2I

Meeting Date	August 16, 2022	**Council Priority**	Best Practices, Infrastructure
Department	Water Utilities – Wastewater Treatment Hollywood Road Plant		
Contact	Damen Ratliff – Assistant Director of Utilities		

Agenda Caption

CONSIDER AWARD – REPLACEMENT OF THREE GEAR REDUCTION DRIVES AT HOLLYWOOD ROAD WATER RECLAMATION PLANT

Purchase job #523533
Approve the purchase of three Gear Reduction Drives to replace existing equipment at the Hollywood Road Water Reclamation Plant

Agenda Item Summary

This item is to consider the award of the purchase of three Gear Reduction Drives for our Influent Pump Station. This pump station consists of three Zimpro Screw Pumps. Currently two of these are down for repair. These drives are needing to be replaced as they need repair and parts are obsolete. This system was engineered in 1992, and the parts are specific to the screw pumps.

Requested Action

Requesting approval and award of purchase for the three gear reduction drives to Evoqua Water Technologies in the amount of $169,935.48

Funding Summary

Funding is available in Purchase Job #523533 in the amount of $200,000.00

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval and award to Evoqua Water Technologies

Bid No. 7279 Replacement of Gear Reduction Drivers
Opened 4:00 p.m., May 19, 2022

To be awarded as one lot	EVOQUA WATER TECHNOLOGIES		AMARILLO INDUSTRIAL ELECTRIC		MULTIPLE SYSTEMS INC	
Line 1 Influent Screw Pumps Gearboxes-Exact Drop in Replacement, per specifications						
3 ea						
Unit Price	$56,645.160		$63,925.00		$69,989.000	
Extended Price		169,935.48		191,775.00		209,967.00
Bid Total		169,935.48		191,775.00		209,967.00
Award by Vendor		$ 169,935.48				
City		Waukesha, WI				

Amarillo City Council
Agenda Transmittal Memo

Item No. 2J

Meeting Date	August 16, 2022	**Council Priority**	Long Term Plan for Infrastructure
Department	Water Utilities – Osage Water Treatment Plant		
Contact	Damen Ratliff – Assistant Director of Utilities		

Agenda Caption

CONSIDER AWARD – ANNUAL BLEACH SUPPLY CONTRACT

This item considers the award of an annual supply contract to purchase liquid sodium hypochlorite 10% (bleach) bulk orders for the purpose of disinfection in water treatment in the amount of $71,531.50 from Univar Solutions USA.

Agenda Item Summary

This purchase is structured to put in place a new Bleach Annual Contract. This will include purchasing and delivery of 55-gallon barrels to 24th Pump Station. This also includes purchase and delivery of bulk totes to be delivered to the Raw Water Reservoir. Each is certified to conform the requirements of the NSF Standard 60: Drinking Water Chemicals. Delivery, assisting with loading and unloading of 55-gallon barrels and bulk totes is required.

Requested Action

Utilities staff requests the approval of Bid No. 7286 to purchase liquid sodium hypochlorite 10% (bleach) bulk orders for the City of Amarillo, Osage Water Treatment Plant from Univar Solutions Inc. in the amount of $71,531.50.

Funding Summary

This purchase will be funded from 52220.51350.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends the approval of award to Brenntag Southwest Inc.

Bid No. 7286 Bleach Annual Contract
Opened 4:00 p.m. August 1, 2022

To be awarded as one lot		UNIVAR USA, INC.
Line 1 Liquid Sodium Hypochlorite 10%, 55 Gallon Drum Must Be Certified to Meet NSF-60 Standards, Delivery Will Be To: 24th Street Pump Station, per specifications		
65 dr		
Unit Price	$485.100	
Extended Price		31,531.50
Line 2 Liquid Sodium Hypochlorite 10% Bulk Gallon, Delivered In Totes Must be Certified to meet NSF-60 and ANSI/AWAB-300-92 Standards. Delivery Will Be To Raw Water Resevoir Located at 4200 SE 34th Osage. Will Be Ordered as Requested During the Conttract Year at Approximately 1,000 Gallons (Totes/Bulk) Per Delivery, per specifications		
5,000 ga		
Unit Price	$8.000	
Extended Price		40,000.00
Bid Total		71,531.50
Award by Vendor	$	71,531.50
City		Dallas, TX

Item No. 2K

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	August 16, 2022	**Council Priority**	Fiscal Responsibility
Department	Purchasing		
Contact	Trae Kepley, Director of Purchasing		

Agenda Caption

CONSIDER AWARD – ANNUAL CONTRACT FOR ADVERTISING SERVICES

Consider Awarding Advertising Annual Contract RFP 26 -22 to Gatehouse Media Texas Holdings II dba Amarillo Globe News in the amount not to exceed $69,314.69

Agenda Item Summary

Award of Advertising Annual Contract RFP 26 -22 to Gatehouse Media Texas Holdings II dba Amarillo Globe News for advertising requirements for various departments.

Requested Action

Consider award for the Advertising Annual Contract RFP 26 -22 to Gatehouse Media Texas Holdings II dba Amarillo Globe News

Funding Summary

Various Funding

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Amarillo City Council
Agenda Transmittal Memo

Item No. 2L

CITY OF AMARILLO
CITY MANAGER

Meeting Date	August 16, 2022	**Council Priority**	Fiscal Responsibility
Department	Purchasing		
Contact	Trae Kepley, Director of Purchasing		

Agenda Caption

CONSIDER AWARD – CONSTRUCTION MATERIALS ANNUAL SUPPLY CONTRACT
Award to Home Depot in an amount not to exceed $68,500.00

Construction Materials Annual Contract awarded to Home Depot through OMNIA Partners Contract #16154.

This award is to approve a contract for the purchase of Construction Materials.

Agenda Item Summary

Award of Construction Materials to be used by various City departments in their daily duties to repair and maintain building and equipment for the City.

Requested Action

Consider approval and award of the Construction Materials Annual Contract.

Funding Summary

Funding for this award is available in the department's various R&M Improvement, Operating and Minor Tools Accounts: 54110.68101, 52200.68100, 52210.68100, 52220.68100, 1252.68100, 1820.51200, 1861.51200, 1861.51850, 52260.68300.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 7331 CONSTRUCTION MATERIALS ANNUAL CONTRACT
Opened 4:00 p.m. July 27, 2022

To be awarded as one lot		HOME DEPOT
Construction Materials (not otherwise classified), per specifications		
1 ea		
Unit Price	$68,500.000	
Extended Price		68,500.00
Bid Total		68,500.00
Award by Vendor		$ 68,500.00 NOT TO EXCEED

Amarillo City Council
Agenda Transmittal Memo

Item No. 2M

CITY OF AMARILLO
CITY MANAGERS OFFICE

Meeting Date	August 16, 2022	**Council Priority**	Fiscal Responsibility
Department	1325- Purchasing		
Contact	Trae Kepley – Director of Purchasing		

Agenda Caption

CONSIDER AWARD – ASBESTOS CONSULTING SERVICES

Award to the best-evaluated vendor, Terracon Consultants, Inc. in the amount not to exceed $75,000.00 per year. This is a one (1) year contract with up to four (4) additional one (1) year periods if agreeable to both parties.

Agenda Item Summary

This proposal is for the Asbestos Consulting Services for the Airport, Building Safety, Community Development, Facilities departments and other departments as needed.

Requested Action

Requested City Council's approval.

Funding Summary

No State or Federal Funds will be used for this purchase.

Funds used from the department's professional services accounts.

Community Engagement Summary

N/A

Staff Recommendation

City Staff recommends approval.

RFP 13-22 REQUEST FOR PROPOSAL FOR ASBESTOS CONSULTING SERVICES	Howard Hall, Chief Building Inspector	Anthony Spanel, Environmental Health Director	Todd Stavenhagen, Assistant Facilities Director			Total Points Possible = 300				
Tabulation Compilation with Breakdown by Evaluator										
Company / Total Points Possible:	100.00	100.00	100.00			Total	Average	Rank	Comments	
Terracon Consultants Inc.	97.4300	93.4300	97.4300			288.2900	96.0967%	1		
G/A Environmental, LP	95.0000	84.0000	86.0000			265.0000	88.3333%	2		
R2M Engineering, LLC	88.1696	82.1696	82.1700			252.5092	84.1697%	3		
Apex Technical Services, Inc.	82.7257	53.7257	88.7300			225.1814	75.0605%	6		
EFI Global, Inc.	90.0257	73.0257	83.0300			246.0814	82.0271%	4		

King Consultants, Inc.	85.2826	73.2826	83.2800			241.8452	80.6151%	5		

Amarillo City Council
Agenda Transmittal Memo

Item No. 2N

Meeting Date	August 16, 2022	**Council Priority**	Fiscal Responsibility, Best Practices, Customer Service
Department	Public Works / Fleet Services		
Contact	Donny Hooper, Public Works Director		

Agenda Caption

CONSIDER PURCHASE – VARIOUS CARS AND LIGHT TRUCKS

CONSIDER: Purchase of various Police, Administrative, Passenger Van, ½ Ton Pick-ups, ¾ & 1 Ton light trucks with service bodies, cargo vans and dump beds. Bid # 7300
Randall Reed's Prestige Ford - $792,440.00
Caldwell Country Chevrolet - $594,845.00
Caldwell Country Ford DBA Rockdale Country Ford - $116,680.00

Total Award - $1,503,965.00

Agenda Item Summary

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

Requested Action

Recommend approval to various vendors as listed on Bid #7300 Evaluation and Recommendation Form.

Funding Summary

Funding for this purchase will be from 61120.84100 Fleet Services Auto Rolling Stock Fund. Sufficient funds are available in the Fleet Services Fund to cover the total cost of $1,503,965.00

Community Engagement Summary

N/A

Staff Recommendation

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

Bid No. 7300 CARS & LIGHT TRUCKS
Opened 4:00 p.m. June 30, 2022

To be awarded by line	CALDWELL COUNTRY FORD DBA ROCKDALE COUNTRY FORD		CALDWELL COUNTRY CHEVROLET		RANDALL REED'S PRESTIGE FORD		GRAPEVINE DODGE CHRYSLER JEEP	
Line 1 Automobiles, intermediate, Sedan, 4/6 cylinder mid size 4-door, per specifications								
4 ea								
Unit Price			$22,775.000				$39,295.000	
Extended Price		-		91,100.00 ✓		-		157,180.00
Line 2 Automobiles, Full Size, 4 Door Sedan, 4-door, per specifications								
4 ea								
Unit Price	$32,975.000		$30,570.000		$32,750.000		$39,295.000	
Extended Price		131,900.00		122,280.00 ✓		131,000.00		157,180.00
Line 3 3/4 Ton Truck Cab and Chassis Only, per specifications								
3 ea								
Unit Price	$40,940.000		$38,975.000		$40,750.000		$53,790.000	
Extended Price		122,820.00		116,925.00 ✓		122,250.00		161,370.00
Line 4 1/2 Ton Pickup, Class 1 Truck, Add 4-Wheel Drive per specifications								
2 ea								
Unit Price	$33,570.000		$33,880.000		$33,270.000		$42,350.000	
Extended Price		67,140.00		67,760.00		66,540.00 ✓		84,700.00
Line 5 1/2 Ton Pickup, Class 1 Truck, per specifications								
17 ea								
Unit Price	$28,840.000		$28,838.000		$28,600.000		$34,490.000	
Extended Price		490,280.00		490,246.00		486,200.00 ✓		586,330.00

To be awarded by line	CALDWELL COUNTRY FORD DBA ROCKDALE COUNTRY FORD		CALDWELL COUNTRY CHEVROLET		RANDALL REED'S PRESTIGE FORD		GRAPEVINE DODGE CHRYSLER JEEP	
Line 6 1/2 Ton Pick Up, Class 1 Truck with Crew Cab, per specifications								
3 ea								
Unit Price	$39,920.000		$38,975.000		✓ $41,660.000		$48,550.000	
Extended Price		119,760.00		116,925.00		124,980.00		145,650.00
Line 7 1/2 Ton Pick Up, Extended Cab with 8 Foot Bed per specifications								
4 ea								
Unit Price	$36,655.000		$34,905.000		$33,650.000		✓ $41,450.000	
Extended Price		146,620.00		139,620.00		134,600.00		165,800.00
Line 8 6000 GVW Cargo Van, Rear Doors Only per specifications								
1 ea								
Unit Price	$42,125.000		✓		$43,150.000			
Extended Price		42,125.00		-		43,150.00		-
Line 9 Mid Size Cargo Van, Front Wheel Drive-4Cylinder Engine per specifications								
1 ea								
Unit Price	$30,455.000		✓		$31,460.000			
Extended Price		30,455.00		-		31,460.00		-
Line 10 1 Ton Truck with Single Rear Wheels, Add 4 Wheel Drive with Service Body, per specifications								
1 ea								
Unit Price	$44,100.000		✓		$49,980.000			
Extended Price		44,100.00		-		49,980.00		-

To be awarded by line	CALDWELL COUNTRY FORD DBA ROCKDALE COUNTRY FORD		CALDWELL COUNTRY CHEVROLET		RANDALL REED'S PRESTIGE FORD		GRAPEVINE DODGE CHRYSLER JEEP	
Line 11 1 Ton Truck with Curb Side Service Body, per specifications								
2 ea								
Unit Price	$54,455.000		$52,835.000		$52,550.000			
Extended Price		108,910.00		105,670.00		105,100.00 ✓		-
Line 12 1 Ton Truck with Heavy Duty Utility Flatbed, per specifications								
2 ea								
Unit Price	$48,270.000		$45,920.000		$53,360.000 ✓			
Extended Price		96,540.00		91,840.00		106,720.00		-
Line 13 1 Ton Truck with 2 Cubic Yard Dump Bed, per specifications								
1 ea								
Unit Price	$57,940.000		$55,775.000		$57,960.000 ✓			
Extended Price		57,940.00		55,775.00		57,960.00		-
Bid Total		1,458,590.00		1,398,141.00		1,459,940.00		1,458,210.00
Award by Vendor		$116,680.00		$594,845.00		$792,440.00		
City		Rockdale, TX		Caldwell, TX		Garland, TX		

Amarillo City Council
Agenda Transmittal Memo

Item No. 20

CITY OF AMARILLO
CITY MANAGER

Meeting Date	August 16, 2022	**Council Priority**	Fiscal Responsibility, Best Practices, Customer Service
Department	Public Works - Fleet Services Division		
Contact	Donny Hooper , Public Works Director		

Agenda Caption

CONSIDER: Purchase of 19,500 Aerial Platform Truck. Addition to Fleet

Award to: Caldwell Country Ford DBA Rockdale Country Ford $120,985.00

Agenda Item Summary

Addition to Fleet Services for Water Production for daily operational requirements. Replacement of non-fleet unit 5092, 1995 Ford F-350 Aerial Manlift that is no longer serviceable.

Requested Action

Recommend purchase approval of Aerial Platform Truck used by Water Production, Surface Water and Water Transmission.

Funding Summary

Funding for this purchase will be from 61120.84100 Fleet Services Auto – Rolling Stock & Equipment. Total Purchase $120,985.00

Community Engagement Summary

Not applicable

Staff Recommendation

City Staff recommends approval.

Bid No. 7301 One Ton Truck with Dual Wheels
Opened 4:00 p.m. June 30, 2022

To be awarded as one lot		CALDWELL COUNTRY FORD DBA ROCKDALE COUNTRY FORD
Line 1 Class 4 Truck-Dual Rear Wheels, With Aerial Manlift. Change 2.5.1 Delete Crawl In Opening. Bucket To Have Access Door With Safety Chain, per specifications		
1 ea		
Unit Price	$120,985.000	
Extended Price		120,985.00
Bid Total		$ 120,985.00
Award by Vendor		$ 120,985.00
City		Caldwell, TX

Item No. 2P

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	August 16,2022	**Council Priority**	Infrastructure Initiative / Best Practices / Customer Service
Department	Public Works - Fleet Services Division		
Contact	Donny Hooper, Director of Public Works		

Agenda Caption

CONSIDER PURCHASE – INDUSTRIAL TRACTOR – FARM STYLE

Awarded using Buy Board Contract #611-20 to:
John Deere Company
Delivering dealer Western Equipment **$321,285.58**

Agenda Item Summary

Scheduled replacement of unit 7812, 2013 John Deere 8235R Industrial Tractor. Unit 7812 has exceeded its life expectancy. Equipment will be used at City of Amarillo River Road Water Reclamation Plant for daily operational requirements under TCEQ permits

Requested Action

Consider approval of purchase of Industrial Tractor – Farm Style

Funding Summary

Fleet Services Equipment Fund, account 61120.84200 Fleet Equipment

Community Engagement Summary

Recommended vendor is a local company.

Staff Recommendation

City Staff recommends approval.

Bid 7332 Industrial Tractor-Farm Style
Opened 4:00 p.m. July 28, 2022

To be awarded as one lot	JOHN DEERE COMPANY	
Line 1 John Deere 8R 250 Tractor, per specifications		
1 ea		
Unit Price	$321,285.580	
Extended Price		321,285.58
Bid Total		321,285.58
Award by Vendor		$ 321,285.58
City		Cary, NC

Item No. 2Q

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	August 16, 2022	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan, Director of CP&DE		

Agenda Caption

CONSIDER AWARD – CONTRACT FOR UPGRADES AND MODIFICATIONS TO THE RIVER ROAD WATER RECLAMATION FACILITY AND HOLLYWOOD ROAD WATER RECLAMATION FACILITY

CONSIDER AWARD – Bid No. 7283
Project No. 530013 – FY 2017-2021 Community Investment Program: River Road Water Reclamation Facility Digester Mixing System
Project No. 530015 – FY 2017-2021 Community Investment Program: River Road Water Reclamation Facility Secondary Boiler
Project No. 530017 – FY 2017-2021 Community Investment Program: Hollywood Road Water Reclamation Facility Digester Mixing Improvements

Garney Companies, Inc. - $16,312,000.00

Agenda Item Summary

This is a contract that consists of upgrades and modifications to the River Road Water Reclamation Facility, which include:

1) anaerobic digester improvements including new mixing equipment, level instruments and transmitters, gas meter, and new flare and accessories,
2) new sludge heating building to house a new boiler and relocated boiler.

The upgrades and modifications to the Hollywood Road Water Reclamation Facility includes:

1) the installation of digester mixing systems with associated pumps, electrical controls, prefabricated concrete buildings, and appurtenances.

Requested Action

Consider approval and award to Garney Companies, Inc. in the amount of $16,312,000.00.

Funding Summary

Funding for this project is available in Project Budget Numbers 530013, 530015, and 530017. This project was approved in the FY 17/18 Community Investment Program. This project is funded with water and sewer revenue bonds.

Community Engagement Summary

The work is located within the boundaries of the River Road Wastewater Reclamation Facility and Hollywood Road Reclamation Facility. As the project progresses through design and construction, coordination will occur with Wastewater Reclamation Facility personnel.

Staff Recommendation

City Staff is recommending approval and award of the contract.

BID NO. 7283 BEST VALUE BID FOR FY 2017-2021 COMMUNITY INVESTMENT PROGRAM: RIVER ROAD WATER RECLAMATION FACILITY DIGESTER MIXING SYSTEM: RIVER ROAD WATER RECLAMATION FACILITY SECONDARY BOILER: AND HOLLYWOOD ROAD WATER RECLAMATION FACILITY DIGESTER MIXING IMPROVEMENTS	Purchase Price	Bidder's Qualifications	Safety Record Questionnaire	Maximum Possible =300				
Tabulation Compilation showing Scoring Criteria							**For Additional Comments or if More Space is Needed, Please Attach A Separate Sheet.**	
Company	65.00	30.00	5.00	Total	Average	Rank	Comments	
GARNEY CONSTRUCTION	**65.0000**	**28.3333**	**5.0000**	**98.33**	**98.33%**			
				0.00	**0.00%**			

Amarillo City Council
Agenda Transmittal Memo

Item No. 2R

Meeting Date	August 16, 2022	Council Priority	Fiscal Responsibility
Department	City Manager	Contact Person	Laura Storrs, Assistant City Manager

Agenda Caption

DISCUSSION AND CONSIDERATION OF RESOLUTION 08-16-22-3
(Contact: Laura Storrs, Assistant City Manager)

CONSIDER A RESOLUTION BY THE CITY OF AMARILLO, TEXAS ("CITY) DENYING SOUTHWESTERN PUBLIC SERVICE COMPANY'S PROPOSED SURCHARGE IN CONNECTION WITH FINAL RATES APPROVED RELATED TO ITS STATEMENT OF INTENT SUBMITTED ON OR ABOUT FEBRUARY 8, 2021; AUTHORIZING THE CITY'S CONTINUED PARTICIPATION WITH OTHER CITIES IN THE ALLIANCE OF XCEL MUNICIPALITIES ("AXM") AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

Agenda Item Summary

On July 1, 2022, Southwestern Public Service Company ("SPS") filed an application with the City seeking authority to implement a surcharge to recover the additional amount of revenue that SPS would have received during the period from March 15, 2021 through February 28, 2022, ("True-up Period") if the rates approved in Docket No. 51802 had been in effect during that time.

Under state law SPS has the right to recover revenue for what is called the "Relate-Back Period." The Relate-Back Period is the period of time from the 155th day after a utility files a rate case to the date of the PUCT's final order in that rate case. Also, in SPS's most recent general rate case, and based on a settlement reached in a prior general rate case for SPS, the PUCT approved recovery of revenue related to the increase the PUCT finally approved, reaching back to the 35th day after SPS filed its rate application in Docket No. 51802.

Docket No. 51802 is the case number the Public Utility Commission of Texas ("PUCT") assigned to SPS's most recent general rate case in which the PUCT issued its final order on May 20, 2022. In Docket No. 51802, SPS requested an increase of about $144.4 million. Ultimately the parties, including the Alliance of Xcel Municipalities ("AXM"), reached a settlement for an increase in base rates of about $88.5 million. The PUCT approved that settlement on May 20, 2022.

Additionally, SPS's surcharge application requests authority to true-up revenues recovered through a surcharge associated with two prior rate cases, Docket Nos. 51644 and 52446. In those dockets the PUCT required SPS to true-up the surcharges in those dockets with the amount SPS actually collected and to refund or surcharge any over- or under-collection from those surcharges.

Finally, the net of SPS's surcharge application related to Docket Nos. 51802, 51644, and 52446 is a surcharge of about $88.9 million, including interest of about $5.6 million. SPS also proposes to implement the net surcharge over a one-year period, from October 1, 2022 through September 30, 2023, and to true up the amounts actually surcharged or refunded against the amounts authorized by the Commission to be surcharged or refunded.

The Alliance of Xcel Municipalities' (AXM) Special Counsel, Herrera Law and Associates, PLLC, recommends that the City deny SPS's request for a surcharge. If the City denies SPS's request, SPS will appeal that decision to the Public Utility Commission of Texas and the PUCT will issue a final decision on the amount of SPS's surcharge.

Requested Action

Approve the Resolution for the Mayor's signature.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO®
CITY MANAGER

Funding Summary

SPS's application to implement a surcharge is a ratemaking proceeding. Thus, under state law, the Alliance of Xcel Municipalities' reasonable rate case expenses are subject to reimbursement by the Company.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented.

CITY ACTION REQUIRED

AXM's Special Counsel recommends that the City, as part of AXM, deny SPS's application for its proposed surcharge. A denial is the more expeditious process to address SPS's application. A denial by the City means that SPS will appeal the City's decision to the PUCT and the PUCT ultimately will issue an order on the amount of the final surcharge for SPS to implement.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS

SPS filed its surcharge application with the City and with the PUCT on the same date, July 1, 2022. It is important to participate in the proceedings before the PUCT because the PUCT's decision will impact the surcharge SPS will charge customers within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Commission as well as any appeals taken from the Commission's decision.

REPRESENTATION AND PARTICIPATION IN AXM:

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

RESOLUTION NO. 08-16-22-3

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

WHEREAS, Southwestern Public Service Company ("SPS" or the "Company") filed a Statement of Intent with the City and with the Public Utility Commission of Texas ("PUCT") on or about February 8, 2021, to increase its base revenues for its Texas retail service area by approximately $143.3 million; and

WHEREAS, the Public Utility Commission of Texas ("PUCT") approved a settlement reached by SPS, the Alliance of Xcel Municipalities ("AXM"), and other parties granting SPS an increase of $88.5 million; and

WHEREAS, under state law and under the terms of the settlement reached in SPS's general rate case, SPS filed its request for a net surcharge of about $88.9 million, including interest of about $5.6 million related to PUCT Docket Nos. 51802, 51644, and 52446; and

WHEREAS, SPS also proposes to implement the net surcharge over a one-year period, from October 1, 2022 through September 30, 2023, and to true up the amounts actually surcharged or refunded against the amounts authorized by the Commission to be surcharged or refunded; and

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

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

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

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

WHEREAS, SPS's request for a surcharge consists of numerous complex calculations premised on various billing determinants and corresponding rates; and

WHEREAS, after review of SPS's application for a surcharge, SPS failed to establish that its requested surcharge is just and reasonable.

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

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

Section 2. SPS's application fails to provide sufficient information to justify the adoption of SPS's proposed surcharges and thus SPS failed to show that its proposed surcharges are just and reasonable.

Section 3. The City hereby **DENIES** SPS's proposed surcharges.

Section 4. The City authorizes intervention in proceedings related to SPS's application before the Public Utility Commission of Texas and any related proceedings in any courts of law.

Section 5. The City continues its participation with other cities in a coalition of cities known as the Alliance of Xcel Municipalities ("AXM") with the understanding that the Steering Committee of AXM is to provide direction and guidance to Special Counsel representing AXM.

Section 6. The City, as part of AXM, hereby retains Herrera Law & Associates, PLLC as Special Counsel to represent the City with regard to SPS's requested increase in rates and related proceedings before local and state regulatory authorities and any court of law and authorizes Special Counsel to employ such rate experts as may be necessary for review and evaluation of SPS's rate application.

Section 7. The City, in coordination with the Steering Committee, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to SPS for reimbursement.

Section 8. SPS shall reimburse the City on a monthly basis, through AXM's coordinating city, the City of Amarillo, Texas, for the reasonable costs of attorneys and consultants and expenses related thereto, upon the presentation of invoices reviewed by the City of Amarillo.

Section 9. The City Secretary or other appropriate city official shall provide a copy of this Resolution to **Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Parkway, Austin, Texas 78756**, and as a courtesy, provide SPS a copy of

this Resolution by **sending a copy of the Resolution to Jeremiah W. Cunningham, Rate Case Manager, Southwestern Public Service Company, 790 S. Buchanan St. Amarillo, Texas 79101**.

Section 10. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 11. To the extent any Resolution previously adopted by the City is inconsistent with this Resolution, it is hereby superseded.

Section 12. The findings set out in the preamble are in all things hereby approved.

Section 13. This Resolution shall become effective from and after its passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 16th day of August 2022.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

Amarillo City Council
Agenda Transmittal Memo

Item No. 2S

Meeting Date	August 16, 2022	**Council Pillar**	Fiscal Responsibility
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

CONSIDER APPROVAL – LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM WATER PROVIDER AGREEMENT
(Contact: Laura Storrs, Assistant City Manager)
Grantor: Panhandle Community Services

This item accepts the award from the Panhandle Community Services from date of execution through September 30, 2023 to provide a Low Income Household Water Assistance Program.

Agenda Item Summary

The purpose of the Low Income Household Water Assistance Program is to provide a grant for emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services.

Requested Action

Accept grant award.

Funding Summary

This grant is provided by the Panhandle Community Services.

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending acceptance of this grant.

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
WATER PROVIDER AGREEMENT

PURPOSE. The purpose of the Low Income Household Water Assistance Program ("**LIHWAP**") Water Provider Agreement ("**Vendor Agreement**") is to provide a grant for emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services, said services herein collectively referred to as "**Water Services**".

The Water Services Provider identified below, agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Vendor continues to provide Water Services. The Water Assistance Provider identified below, agrees to make payments only for eligible LIHWAP clients.

PARTIES. This Vendor Agreement is by and between:

_____

Water Assistance Provider ("**Agency**")

_____

Water Services Provider ("**Vendor**")

The Agency and Vendor are each a party to this Vendor Agreement and herein each referred to as "**Party**" or collectively referred to as "**Parties**".

SEREVICE AREA. Vendor and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

_____

_____

_____

WATER SERVICES. Water Services provided and billed by Vendor:

- ☐ Water Fees
- ☐ Stormwater Fees
- ☐ Wastewater
- ☐ Sewer Fees
- ☐ Groundwater Fees
- ☐ Other:_____

DRAFT

TERM. This Vendor Agreement shall be effective from _____, 20____, and shall terminate on the earlier date of _____ or September 30, 2023. Either of the Parties may terminate this Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

Vendor:_____

(Vendor Name)

_____

(Vendor Mailing Address)

_____

(Vendor Certificate of Convenience and Necessity # ("**CCN**"))

Agency: _____

(Agency Name)

_____

(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency represents and warrants to Vendor that it is an entity under contract with the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("**TDHCA**") and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Vendor that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "**Eligible Costs**" related to Water Services.

VENDOR'S REPRESENTATIONS. The Vendor represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

AGENCY AND VENDOR ACKNOWLEDGEMENT. Both Parties acknowledge that this Vendor Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

Both Parties acknowledge that TDHCA may select other entities to serve LIHWAP clients in the identified Texas Counties, and that Vendor shall not refuse to enter into other Agreements with these entities because of the existence of this Vendor Agreement.

AMENDMENTS. Any and all amendments to this Vendor Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

VENDOR'S RESPONSIBLITIES. Vendor will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.

- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.

- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.

- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP with no increases in charges, service charges, or other charges or fees affecting the total cost of the bill, except for increases approved by the Water Provider's governing body applicable to all Water Provider's customers.

- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, nothing in this agreement requires the Vendor to delay a disconnect if the eligible LIHWAP client has not paid their required portion.

- Invoice the eligible LIHWAP client in accordance with Vendor's normal billing practices.

- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.

- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.

- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.

- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.

- Allow Agency thirty (30) days from the date of pledge for assistance payment to forward payment to the Vendor. Vendor agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned thirty (30) day period, and Vendor is provided with a verbal or signed pledge from the Agency within thirty (30) days of identifying an eligible LIHWAP client.

- Not interrupt service if eligible LIHWAP client is eligible under other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the eligible LIHWAP client will pay the balance owed Vendor and the eligible LIHWAP client is meeting the obligation under such agreement.

- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with 10 Texas Administrative Code §6.312(f) (as applicable).

- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.

- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.

- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.

- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies.

- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

- Vendor's application materials should include language that authorizes the Vendor to release the applicant's information as described below to the Agency, Texas Department of Housing and Community Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.

- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Vendor to release this information to the Agency.

AGENCY RESPONSIBLITIES. The Agency will:

- Accept written referrals for LIHWAP benefits by the Vendor, and evaluate whether the referral is eligible as an eligible LIHWAP client.

- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.

- Provide to Vendor, at Vendor's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.

- Review invoice(s) submitted by the Vendor. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.

- Not provide payments on behalf of an eligible LIHWAP client to Vendor without having adequate funds to pay such payments.

- Provide payment to the Vendor after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Vendor Agreement, upon full compliance by the Vendor with the terms herein within thirty (30) days.

- Determine if a client is LIHWAP eligible within ten calendar days of contacting Vendor.

- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Vendor.

- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

ASSIGNMENT. Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding by TDHCA under a contract for Water Services by and between Agency and TDHCA. If funding for Water Services under said contract is not available to make payments to Vendor under this Vendor Agreement, Agency or TDHCA will notify Vendor in writing within a reasonable time after such fact is determined. Agency shall then assign its responsibilities under this Vendor Agreement to TDHCA by executing an assignment on a form approved by TDHCA. If an assignment under this provision is required, the Parties hereby agree to execute any and all instruments in order to facilitate the assignment of the Agency's responsibilities to TDHCA under this Vendor Agreement.

CONFIDENTIALITY. The terms of any confidential transaction under this Vendor Agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement.

Executed to be effective on _____.

VENDOR:

_____

Authorized Vendor Signature Date

_____

Typed Name of Authorized Signature Title

( )

_____

Vendor Telephone Number

_____

Vendor Email Address

AGENCY:

DRAFT

_____

Authorized Agency Signature Date

_____

Typed Name of Authorized Signature Title

( )

_____

Agency Telephone Number

_____

Agency Email Address

Amarillo City Council
Agenda Transmittal Memo

Item No. 2T

Meeting Date	August 16, 2022	**Council Priority**	Fiscal Responsibility
Department	City Manager's Office		
Contact	Justin Oppel, Development Customer Service Coordinator		

Agenda Caption

CONSIDER AWARD – CONTRACT FOR POTTER COUNTY TO ASSESS AND COLLECT PUBLIC IMPROVEMENT DISTRICT (PID) TAXES

This item considers the award of a contract for assessment and collection of Public Improvement District (PID) taxes. The term of the contract is indefinite, but either party will have the right to terminate the contract with proper notice.

Agenda Item Summary

This contract for assessment and collection of Public Improvement District taxes with Potter County is an ongoing contract that will remain in effect indefinitely. Historically, the City of Amarillo has assessed and collected the taxes for PIDs located in Potter County. The Potter County Commissioners Court voted to approve this contract on August 8, 2022.

Requested Action

Council consideration and approval of the contract.

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

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

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

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POTTER §

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

DRAFT

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

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

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

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

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

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

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

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

6. PAYMENT OF CONSIDERATION FROM THE CITY TO THE COUNTY: The City agrees that the payment for the performance of the services to be performed by the County under this contract will be made from current revenues available to the City. The City agrees to pay the County $8.00 per account number for collection of PID assessments on or before October 1, of each year this Contract is in effect as consideration for the services performed by the County under this Contract. City further agrees to pay to County a one-time system programming fee for each new PID added to Exhibit A pursuant to paragraph 14 below or any changes to assessment and collection of existing PID's, payment to be made within 30 days after receipt of County's invoice for the system programming fee.

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

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

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

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

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

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

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

13. TERMINATION: The City may terminate this Contract at any time with a 90 day notice to County. County may terminate only on July 1, if prior notice of one year is given.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this ____ day of _____2022, being signed by those parties and officers hereunto duly authorized by law to bind both of the parties hereto.

CITY OF AMARILLO

DRAFT

By: _____
Jared Miller, City Manager

ATTEST:

_____
Stephanie Coggins, City Secretary

POTTER COUNTY, TEXAS

By: _____
Nancy Tanner
Potter County Judge

By: _____
Sherri Aylor
Potter County Tax Assessor-Collector

By: _____
Julie Smith
Potter County Clerk

EXHIBIT A

Point West PID

Quail Creek PID

The Vineyards PID

Item No. 2U

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	August 16, 2022	**Council Priority**	Economic Development and Redevelopment
Department	Planning	**Contact Person**	Emily Koller, Assistant Director of Planning

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 08-16-22-4

CONSIDER RESOLUTION – AUTHORIZING AN ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT WITH THE STATE OF TEXAS, ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), FOR THE BARRIO NEIGHBORHOOD SE 10TH AVE IMPROVEMENTS (PROJECT).

Agenda Item Summary

Approval of the resolution authorizes the City Manager or designee to execute the Advance Funding Agreement for the Transportation Alternatives Set-Aside Program Project with TxDOT for the construction of the Barrio's SE 10th Avenue Improvements. The agreement establishes the responsibilities for TxDOT and the City of Amarillo for design, engineering and construction.

The project was awarded the grant in October 2021. The scope of work covered by the grant consists of constructing 1.1 miles of 5-foot-wide sidewalks, ADA ramps, and crosswalks on both sides of Southeast 10th Ave. The project includes driveway improvements, corridor access management, and enhanced bus stops. The BNPC is also fundraising to install additional pedestrian and placemaking amenities as part of the construction project.

Requested Action

Approval as presented.

Funding Summary

The total project cost estimate in the AFA is $2,330,873. Federal participation is $1,790,434; state participation is $92,830, and local participation from the 20% required match is $447,608, plus 100% of overruns.

Community Engagement Summary

Community engagement events were conducted as part of the Barrio planning process. Recently, the BNPC has hosted public and fundraising events with the renderings and conducted outreach to business owners.

Staff Recommendation

City staff is recommending approval of the resolution.

LSS 8/9/2022

RESOLUTION NO. 08-16-22-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO AUTHORIZING AN ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT WITH THE STATE OF TEXAS, ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), FOR THE BARRIO NEIGHBORHOOD SE 10TH AVE IMPROVEMENTS (PROJECT); AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT; PROVIDING SAVINGS CLAUSE; PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

DRAFT

WHEREAS, on October 28, 2021, via Minute Order 1161126, the Texas Transportation Commission authorized the Barrio Neighborhood SE 10th Avenue Improvements project (the "Project) to receive Transportation Alternatives Set-Aside (TA) funds for Small Urban Areas in the amount of $1,790,434 for project construction, with Texas Department of Transportation (TxDOT) participating in the amount of $92,830, and the City participating in the amount of $447,608 for a total Project Cost Estimate of $2,330,873;

WHEREAS, the Transportation Alternatives (TA) funds require a 20% or greater local match, which may include in-kind contributions, and the City of Amarillo desires to participate in such local match comprised of cash;

WHEREAS, the City of Amarillo is responsible for all non-reimbursable costs and 100% of overruns, if any;

WHEREAS, the Project consists of constructing 1.1 miles of five-foot-wide sidewalks, ADA ramps, and crosswalks on both sides of Southeast 10th Ave., which includes driveway improvements, corridor access management, and enhanced bus stops; and

WHEREAS, the City of Amarillo City Council desires to reaffirm its support of the Project and approve and authorize the City Manager or his designee to execute such documents related to the Advance Funding Agreement (AFA) with TxDOT for the Project.

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

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

SECTION 2. The City Council authorizes the City of Amarillo to enter into the Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project Agreement with TxDOT for the Barrio Neighborhood SE 10th Ave. Improvements Project for constructing 1.1 miles of five-foot-wide sidewalks, ADA ramps, and crosswalks on both sides of Southwest 10th Ave. with other inclusions.

SECTION 3. The City Council further approves funding this Project as described in the Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program

Project and is willing to commit the City participation costs in the amount of $447,608, including any in-kind, non-reimbursable, or overruns, if any.

SECTION 4. The City Manager or designee is authorized to execute such Agreement and any related documents for this Project.

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

SECTION 6. 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 7. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 16th day of August 2022.

DRAFT

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

DRAFT

TxDOT:					Federal Highway Administration:	
CSJ #	0042-11-006				CFDA No.	20.205
District #	04 - AMA	AFA ID			CFDA Title	Highway Planning and Construction
Code Chart 64 #	01000					
Project Name	Barrio Neighborhood SE 10th Ave Improvements				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

MPO-Selected On-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Amarillo (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

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 law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, 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 rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Barrio Neighborhood SE 10th Ave Improvements (Project), and

TxDOT:					Federal Highway Administration:	
CSJ #	0042-11-006				CFDA No.	20.205
District #	04 - AMA	AFA ID			CFDA Title	Highway Planning and Construction
Code Chart 64 #	01000					
Project Name	Barrio Neighborhood SE 10th Ave Improvements				*AFA Not Used For Research & Development*	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116126 (MO) dated October 28, 2021 awarding funding for TASA projects in the TASA Program Call of the Amarillo MPO, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of 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 terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of constructing 1.1 miles of 5-foot-wide sidewalks, ADA ramps, and crosswalks on both sides of Southeast 10th Ave. The project includes driveway improvements, corridor access management, and enhanced bus stops..

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If 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. If federal funds are being used, the training must be completed before federal spending authority is obligated. 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, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or 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 and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

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

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. 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. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or 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.

P. State will not pay interest on any funds provided by Local Government.

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

R. 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 State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

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

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be 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 a 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;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.

2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
3. Local Government withdraws from participation in Project.
4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. 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.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

TxDOT:					Federal Highway Administration:	
CSJ #	0042-11-006				CFDA No.	20.205
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Code Chart 64 #	01000					
Project Name	Barrio Neighborhood SE 10th Ave Improvements				*AFA Not Used For Research & Development*	

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The **State** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. 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).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TASA reimbursement.

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian

Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **State** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of 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. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

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

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

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the

opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

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

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

C. Local Government 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, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

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

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent 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 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of 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 State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

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:

TxDOT:					Federal Highway Administration:	
CSJ #	0042-11-006				CFDA No.	20.205
District #	04 - AMA	AFA ID			CFDA Title	Highway Planning and Construction
Code Chart 64 #	01000					
Project Name	Barrio Neighborhood SE 10th Ave Improvements				*AFA Not Used For Research & Development*	

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.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Director of Construction
5715 Canyon Dr
Amarillo, Texas 79110

All invoicing, payment, and project inquiries must include the following information:

County:	Potter
Local Government:	City of Amarillo
CSJ No.:	0042-11-006
Project Name:	Barrio Neighborhood SE 10th Ave Improvements
Highway or Roadway:	SL 395 (SE 10th Ave)

16. Legal Construction

In case 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.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form

of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. 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, Local Government shall furnish State with satisfactory proof of this compliance.

21. 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.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

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, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General 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 final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA 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.

TxDOT:					Federal Highway Administration:	
CSJ #	0042-11-006				CFDA No.	20.205
District #	04 - AMA	AFA ID			CFDA Title	Highway Planning and Construction
Code Chart 64 #	01000					
Project Name	Barrio Neighborhood SE 10th Ave Improvements				*AFA Not Used For Research & Development*	

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may

request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, 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, subrecipients 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.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with

any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

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.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more

than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf

2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

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

TxDOT:					Federal Highway Administration:	
CSJ #	0042-11-006				CFDA No.	20.205
District #	04 - AMA	AFA ID			CFDA Title	Highway Planning and Construction
Code Chart 64 #	01000					
Project Name	Barrio Neighborhood SE 10th Ave Improvements				*AFA Not Used For Research & Development*	

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

THE STATE OF TEXAS

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

THE LOCAL GOVERNMENT

DRAFT

Signature

Jared Miller
Typed or Printed Name

City Manager
Typed or Printed Title

Date

TxDOT:					Federal Highway Administration:	
CSJ #	0042-11-006				CFDA No.	20.205
District #	04 - AMA	AFA ID			CFDA Title	Highway Planning and Construction
Code Chart 64 #	01000					
Project Name	Barrio Neighborhood SE 10th Ave Improvements				*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT LOCATION MAP



Project Location

CSJ #	0042-11-006	Project Name:	Barrio Neighborhood SE 10th Ave Improvements	AFA ID:	

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
LG Performs PE Work or Hires Consultant / State Lets Project for Construction

Description of Project Costs to be Incurred		Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on MPO-selected projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized EDC reduction	
			%	Cost	%	Cost	%	Cost
Work Performed by Local Government ("LG")								
Planning/Maps/Education/Non-CST		$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering		$0	80%	$0	0%	$0	20%	$0
Environmental Cost		$0	0%	$0	0%	$0	0%	$0
Right of Way		$0	0%	$0	0%	$0	0%	$0
Utilities		$0	0%	$0	0%	$0	0%	$0
Construction Cost	$ -							
Construction Engineering Cost	$ -							
Eligible In-Kind Contribution Value	$ -							
Total Construction Value (sum of construction cost and in-kind value)		$0	0%	$0	0%	$0	0%	$0
Work by LG Subtotal		**$0**		**$0**		**$0**		**$0**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$0	0%	$0	0%	$0	20%	$0
Environmental Cost[1]		$0	0%	$0	0%	$0	0%	$0
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction Cost[2]	$ 1,946,124							
Eligible In-Kind Contribution Value	$	$1,946,124	80%	$1,556,899	0%	$0	20%	$389,225
Total Construction Value (sum of construction cost and in-kind value)								
Work by State Subtotal		**$1,946,124**		**$1,556,899**		**$0**		**$389,225**
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight								

CSJ #	0042-11-006	Project Name:	Barrio Neighborhood SE 10th Ave Improvements	AFA ID:	

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on MPO-selected projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering[1]	$43,788	80%	$35,030.23	0%	$0	20%	$8,757.56
Environmental Cost[1]	$29,192	80%	$23,353.49	0%	$0	20%	$5,838.37
Right of Way[1]	$8,758	80%	$7,006.05	0%	$0	20%	$1,751.51
Utilities[1]	$5,838	80%	$4,670.70	0%	$0	20%	$1,167.67
Construction[2]	$204,343	80%	$163,474.40	0%	$0	20%	$40,868.60
Direct State Costs Subtotal	$291,919	80%	$233,535	0%	$0	20%	$58,384
Indirect State Cost	$92,830		$0	100%	$92,830		$0
TOTAL PARTICIPATION	$2,330,873		$1,790,434		$92,830		$447,608
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$447,608**

- The estimated total participation by Local Government is $447,608, plus 100% of overruns.
- Total estimated payment by Local Government to State is $447,608.
- [1]Local Government's first payment of $17,515 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $430,093 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $1,790,434.

TxDOT:					Federal Highway Administration:	
CSJ #	0042-11-006				CFDA No.	20.205
District #	04 - AMA	AFA ID			CFDA Title	Highway Planning and Construction
Code Chart 64 #	01000					
Project Name					*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

Amarillo City Council
Agenda Transmittal Memo

Item No. 2V

CITY OF AMARILLO
CITY MANAGER

Meeting Date	August 16, 2022	**Council Priority**	Consent Agenda

Department	Planning and Development Services Brady Kendrick- Planner II

Agenda Caption

CONSIDER APPROVAL – ELECTRICAL UTILITY EASEMENT

Consideration of a Southwestern Public Service Company Electrical Utility Easement, being a 0.104-acre tract of unplatted land, in Section 144, Block 2, A.B.&M. Survey, Randall County, Texas.
VICINITY: Hollywood Road/Loop 335 and Grand Street
GRANTOR: City of Amarillo
GRANTEE: Southwestern Public Service Company

Agenda Item Summary

The above referenced Electrical Utility Easement is being requested by Southwestern Public Service Company for the installation of overhead electrical utility lines to serve commercial lots on the south side of Loop 335, west of Grand Street.

This Easement would be granted to Southwestern Public Service Company at no cost to the City.

Requested Action/Recommendation

Planning and Legal Staff have reviewed the associated Southwestern Public Service Company Utility Easement and the item is ready for City Council Consideration as a consent agenda item. Staff recommends approval of this Southwestern Public Service Company Utility Easement.

SOUTHWESTERN PUBLIC SERVICE COMPANY
UTILITY EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

That, **CITY OF AMARILLO,** whose address is 601 S. Buchanan Street, Amarillo, Texas, 79101 (collectively, the "Grantor," whether one or more) for the sum of TEN DOLLARS and 00/100 ($10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by this instrument grants to **SOUTHWESTERN PUBLIC SERVICE COMPANY**, a New Mexico corporation, whose address is 790 S. Buchanan Street, Amarillo, Texas 79101 ("SPS"), an easement upon, under, over, and across property owned by Grantor and located in the COUNTY OF RANDALL, STATE OF TEXAS which property (the "Property") is described as follows:

Easement Description – SEE EXHIBIT "A" ATTACHED

Easement Sketch – SEE EXHIBIT "B" ATTACHED

The location of any additional overhead or underground lines covered by this easement shall be agreed to by both SPS and Grantor prior to construction.

DRAFT

The Easement granted by this instrument (the "Easement") is subject to the following conditions:

1. SPS has the right to install, operate, relocate, construct, reconstruct, add to, maintain, inspect, patrol, enlarge, repair, and replace Utility Facilities for the transmission and distribution of electricity upon, over, under, and across the Property included in the Easement and to remove Utility Facilities from the Property, and the right of ingress and egress on Grantor's adjacent property for the same purposes. For purposes of the Easement, the phrase "Utility Facilities" shall include a variable number of conductors or wires, insulators, crossarms, protective devices, meters, terminal boxes, transformers, structures, poles, props, guys, anchors, and other necessary and desirable devices relating to electric energy or communication.

2. SPS has the right to remove all trees, branches, or other obstructions which might endanger or interfere with the operation, safety, or efficiency of Utility Facilities on the Property on which the Easement is located.

3. SPS will install and maintain Utility Facilities on the Property on which the Easement is located according to National Electric Safety Code in effect at the time of installation.

4. SPS shall enjoy the rights, benefits, and privileges conveyed by this instrument only until such time as the Utility Facilities on the Property are abandoned and removed, at which time all right, title, and interest of SPS in the Property will revert to the party that then owns the Property.

5. Grantor will have the right to use the Property for any purposes consistent with the rights granted to SPS by the Easement, provided that any use by Grantor shall not endanger the Utility Facilities or interfere with SPS's use of the Easement.

6. SPS has the right to assign all or part of the rights it receives under the Easement. The Easement will inure to the benefit of SPS and SPS's successors and assigns.

7. Grantor acknowledges and agrees that the location of the Easement is based only on preliminary surveys and that the rights granted by this Easement shall apply to the actual location of Utility Facilities, when constructed.

8. Upon completion of construction, SPS will reasonably compensate Grantor for the actual loss of crops or damage to crops on the Property caused by construction of Utility Facilities on the Property. It shall be the responsibility of Grantor to provide compensation to any lessee of Grantor or other tenant in interest.

9. Grantor binds Grantor and Grantor's heirs, successors, and assigns to WARRANT and FOREVER DEFEND, all and singular, the rights granted to SPS by this instrument.

IN WITNESS WHEREOF the Grantor has executed this easement as of _____, 20___.

CITY OF AMARILLO

GRANTOR:

_____

Print name:_____

DRAFT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20___ by _____.

[Seal]

_____
Notary Public

Exhibit "A"

15' Electric Easement Description

A 0.104 acre tract of land being a portion of that certain tract described in Warranty Deed recorded under Clerk's File No. 05-1896, of the Official Public Records of Randall County, Texas all lying in Section 144, Block 2, A.B. & M. Survey, Randall County, Texas, said 0.104 acre tract more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found in the South line of Loop Highway 335, for the Northeast corner of Lot 11, Block 1, Burroughs Addition Unit No. 1, as recorded in Volume 1860, Page 16, Deed Records of Randall County, Texas;

(1) THENCE North 86 degrees 21 minutes 01 seconds East, along the South line of Loop Highway 335, a distance of 300.83 feet to a point on the East line of Section 144;

(2) THENCE South 00 degrees 05 minutes 35 seconds West, along the East line of Section 144, a distance of 15.03 feet to a point;

(3) THENCE South 86 degrees 21 minutes 01 seconds West, a distance of 300.92 feet to a point on the East line of Lot 11;

(4) THENCE North 00 degrees 25 minutes 17 seconds East, along the East line of Lot 11, a distance of 15.04 feet to the POINT OF BEGINNING of this tract;

Said tract contains a computed area of 0.104 acres of land.

NOTES:

1. Date of field survey June 6, 2022
2. Parcel plat with same date accompanies this description.
3. The above described 0.104 acre tract is subject to any rights-of-way or other easements as granted or reserved by instruments of record, or as now existing across said described tract of land.

6-27-2022

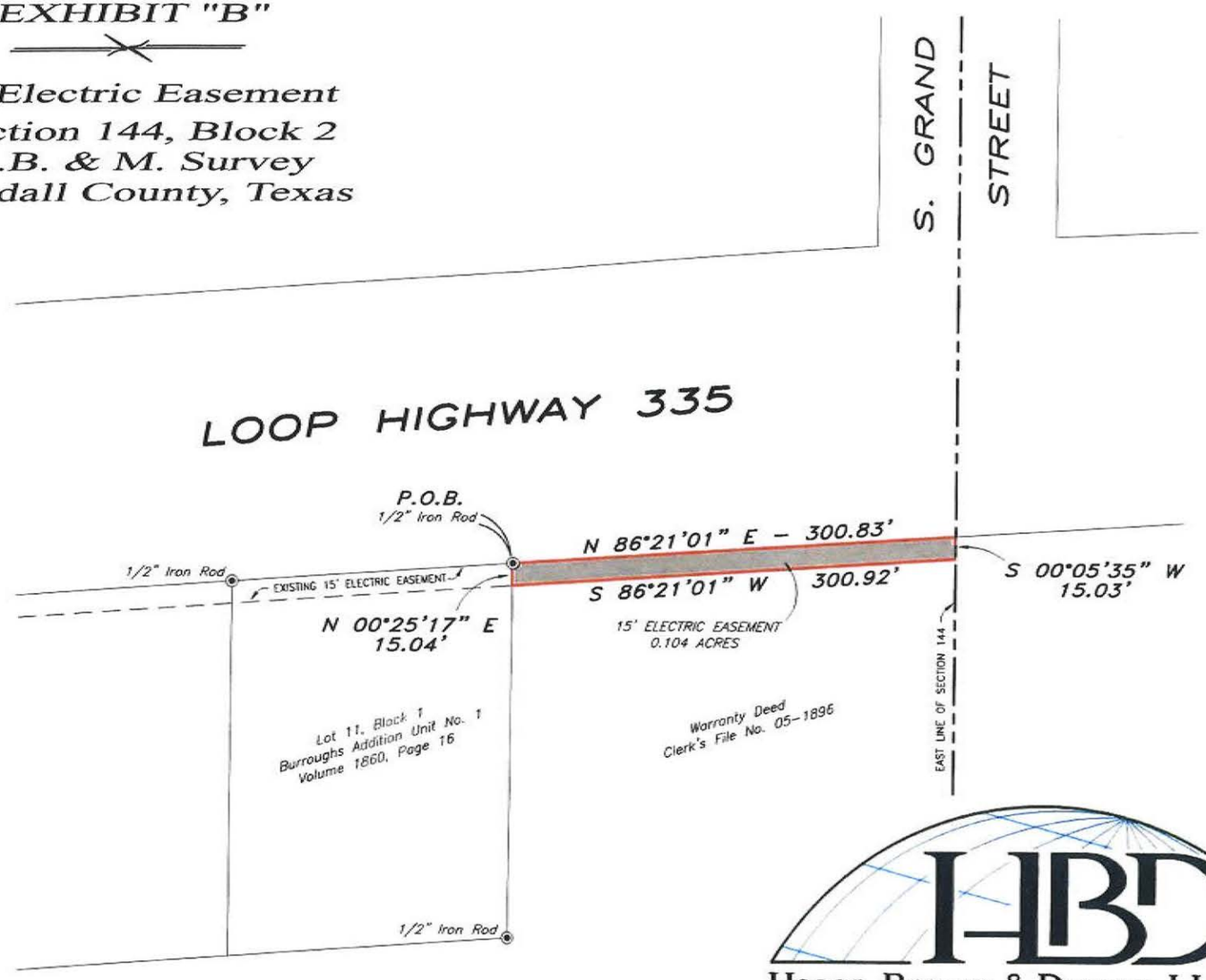
K.C. Brown Date
RPLS 4664

HAGAR, BROWN & DORSEY, LLC
LAND SURVEYORS
4713 S. Western
Amarillo, Texas 79109
Phone: (806) 352-1007
Texas Firm No: 10027300

EXHIBIT "B"

15' Electric Easement
Section 144, Block 2
A.B. & M. Survey
Randall County, Texas

PRESENT OWNER
City of Amarillo
509 E. 7th Avenue
Amarillo, Texas 79101





Scale 1" = 100'

LEGEND

- ● = 3/8" Iron Rod set with HBD cap
- ◉ = Control Monument found as noted.



Hagar, Brown & Dorsey, LLC.
LAND SURVEYORS

AMARILLO
4713 S. Western St.
Amarillo, Texas 79109
(806) 352-1007
Texas Firm No: 10027300

info@hbdsurveyors.us

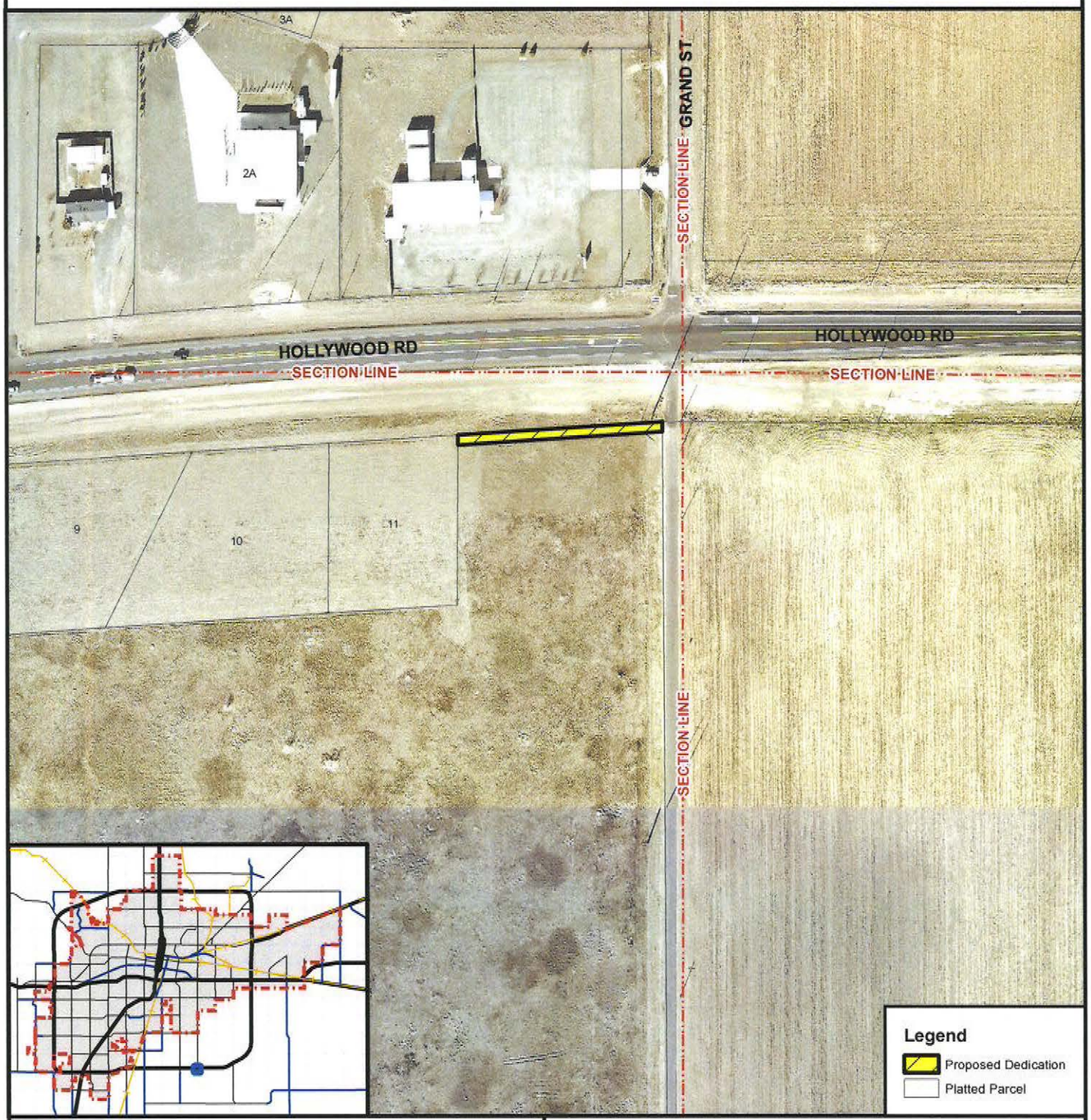
HEREFORD
235 E. 2nd St.
Hereford, Texas 79045
(806) 364-6084
Texas Firm No: 10027301

Sheet: 2 of 2 | Invoice No.: ***** | Drawn By: J. Pringle

Plat Date: 06/27/2022
Plat No: A13108.dwg

Z:\AMA HBD JOBS\13000JOBS\A13108\A13108.dwg

Proposed Southwestern Public Service Company Electrical Utility Easement



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 8/9/2022
Case No: D-22-04

N
W E
S

Consideration of a Southwestern Public Service Company Electrical Utility Easement, being a 0.104 acre tract of unplatted land, in Section 144, Block 2, A.B.&M. Survey, Randall County, Texas.

VICINITY: Hollywood Road/Loop 335 and Grand Street
GRANTOR: City of Amarillo
GRANTEE: Southwestern Public Service Company

AP: P-18

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

Item No. 2W

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	August 16, 2022	**Council Priority**	Civic Pride, Economic Development and Redevelopment
Department	Planning	**Contact Person**	Emily Koller, Assistant Director of Planning

Agenda Caption

CONSIDER AWARD – CONTRACT FOR PROFESSIONAL PLANNING SERVICES RELATED TO THE COMPREHENSIVE PLAN

Agenda Item Summary

This contract is for professional consulting services related to updating the City of Amarillo's comprehensive plan. The current plan was adopted in 2010.

A comprehensive plan is the culmination of a public engagement process that establishes the official land use policy of a community and presents goals and a vision for the future that guide official decision-making for growth and development. The comprehensive plan includes a thorough analysis of current data showing land development trends and issues, community assets, and public needs for transportation, housing, and infrastructure among other focus areas. Key deliverables will be a new Future Land Use Map and recommendations on aligning the new map with current zoning and other development regulations.

The State of Texas requires that municipalities zone in accordance with a comprehensive plan. The zoning code revision process was postponed earlier this year in part because citizens felt they did not know about the zoning code updates. Changes proposed at the very end of the process may have been in conflict with the City's existing comprehensive plan. Knowing that the comp plan update was budgeted and scheduled, the zoning code revision project was postponed until its completion. With a major focus on public engagement, the planning process should provide clear community direction for issues and concerns raised with the zoning code revisions. The previously completed draft code can then be refined for consistency with the new comprehensive plan.

The process is scheduled to take 18 months to complete and will be guided by a steering committee appointed by City Council. The City's Planning Department will oversee the contract and coordinate with MIG.

Requested Action

Approval as presented.

Funding Summary

The contract amount is $399,761. The budget of $400,000 for the plan was included in the FY 21/22 CIP.

Community Engagement Summary

A significant portion of the project is dedicated to public engagement including a website, key messaging, stakeholder listening sessions, steering committee oversight, Planning and Zoning Commission and City Council briefings, a community questionnaire, community workshops, and pop-up events.

Staff Recommendation

City staff is recommending approval of the contract.

RFP 09-22
CITY OF AMARILLO COMPREHENSIVE PLAN SERVICES

Final Points Compilation Evaluation Criteria Ranking	Proposed relevant projects and experience:	Demonstrated Ability of vendor to meet Scope of Service Requirements as outlined in this RFP:	Proposed Organization Profile and Qualifications:	Cost Proposal:	References:	Total Points Possible	Ranking	
	Points Possible							
Vendor	100	100	75	200	25	500		**Comments**
Kimley Horn	76.00	72.00	55.00	192.00	25.00	420.00	**3**	
Freese & Nichols	85.00	80.00	63.00	192.00	25.00	445.00	**2**	
MIG	97.00	98.00	75.00	200.00	25.00	495.00	**1**	
Date: 5-9-22								

Item No. 2X

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	August 16, 2022	Council Priority	N/A

Department	Information Technology

Agenda Caption

CONSIDER AWARD – INFORMATION TECHNOLOGY NETWORK INFRASTRUCTURE REFRESH
Dell Financial Services $3,529,845.74

This item considers award of a five-year lease to Dell Financial Services for the purpose of replacing IT network hardware which has reached end-of-life. Payments of $705,969.15 would occur annually for five years.

Agenda Item Summary

A network refresh entails replacing end-of-life IT hardware through a five-year lease agreement. The proposed hardware lease agreement comprises servers/network equipment, expansion for backups, and cloud protection services. Replacing end-of-life hardware with the currently available solutions provides the latest in infrastructure security for City Of Amarillo IT resources.

Requested Action

Approval of award to Dell Financial Services in the amount of $3,529,845.74, with annual payments of $705,969.15.

Funding Summary

Funding is available for the first payment in account 62032.62220. Information Technology will propose budgeting to cover annual payments in subsequent fiscal years in which the lease payments would occur.

- 22/23 Payment 1 in the amount of $705,969.15
- 23/24 Payment 2 in the amount of $705,969.15
- 24/25 Payment 3 in the amount of $705,969.15
- 25/26 Payment 4 in the amount of $705,969.15
- 26/27 Payment 5 in the amount of $705,969.15

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award to Dell Financial Services.

Bid No. 7335 Network Refresh
Opened 4:00 p.m. August 9, 2022

To be awarded as one lot		DFS
Line 1 Dell Cybervault Solution, per specifications		
5 ea		
Unit Price	$107,700.550	
Extended Price		538,502.75
Line 2 Dell Networking Solution, per specifications		
5 ea		
Unit Price	$564,415.860	
Extended Price		2,822,079.30
Line 3 Dell Druva Solution, per specifications		
5 ea		
Unit Price	$33,852.740	
Extended Price		169,263.70
Bid Total		3,529,845.75
Award by Vendor		$ 3,529,845.75
City		Round Rock, TX

Amarillo City Council
Agenda Transmittal Memo

Item No. 2Y

CITY OF AMARILLO
CITY MANAGER

Meeting Date	August 16, 2022	Council Priority	N/A

Department	Information Technology

Agenda Caption

CONSIDER AWARD – FIBER OPTIC DIRECTIONAL DRILLING SERVICES
Dan Monk Construction – Not to exceed $1,000,000.00 per year.
This is a one-year contract, with the option to renew four additional one-year terms, upon mutual agreement of the parties.

This item considers award of contracted services to Dan Monk Construction for directional drilling services utilized in the laying of fiber optic at various City location.

Agenda Item Summary

Directional drilling services are utilizing for proper laying of fiber optic cable(s) used in various City locations.

Requested Action

Approval of award to Dan Monk Construction. Award not to exceed $1,000,000.00 per year. This is a one-year contract, with the option to renew four additional one-year terms, upon mutual agreement of the parties.

Funding Summary

Funding is available in relevant departmental accounts who utilize these goods/services.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

RFQ NO. 06-22
SERVICES FOR CITY OF AMARILLO FIBER OPTIC SOLUTIONS

Preliminary Points Compilation Evaluation Criteria Ranking	Company Profile Information	References	Capacity to Perform, Scope of Services Provided, Professional Qualifications and Experience, Availability of Key Personnel	Total Points Possible	Ranking	
	Points Possible					
Vendor	75	75	150	300		**Comments**
DAN MONK CONSTRUCTION	70.00	60.00	135.00	265.00	**1**	
AT&T	50.00	30.00	40.00	120.00	**3**	
DUKE ELECTRIC	65.00	45.00	110.00	220.00	**2**	
Date: 6-13-22						

Item No. 2Z

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	August 12, 2022	Council Priority	N/A

Department	Information Technology

Agenda Caption

CONSIDER AWARD – RENEWAL OF VMWARE ELA AGREEMENT
Dell Financial Services – 1,845,582.72

The item under consideration is a renewal agreement with Dell Financial Services for VMware ELA Agreement, as quoted through Weaver Technologies.

Agenda Item Summary

The item under consideration is a renewal agreement with Dell Financial Services for VMware ELA Agreement, as quoted through Weaver Technologies. This purchase continues existing virtual licenses into a five-year ELA that supports the City's strategic approach to virtualizing servers and desktop computers.

Requested Action

Approval of award to Dell Financial Services in the amount of $1,845,582.72 for a five-year lease. Recurring annual payments equate to $369,116.54 for the five-year term.

Funding Summary

Funding is available in account 62032.69300.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 7340 VMWARE ELA AGREEMENT
Opened 4:00 p.m. August 10, 2022

To be awarded as one lot		DELL
Line 1 5-Year VMWare EIA Agreement, per specifications		
5 ea		
Unit Price	$369,116.544	
Extended Price		1,845,582.72
Bid Total		1,845,582.72
Award by Vendor		$ 1,845,582.72
City		Round Rock, TX

Amarillo City Council
Agenda Transmittal Memo

Item No. 2AA

Meeting Date	August 16, 2022	**Council Priority**	Best Practices, Infrastructure
Department	Water Utilities- Wastewater Treatment Hollywood Road Plant		
Contact	Damen Ratliff- Assistant Director of Utilities		

Agenda Caption

CONSIDER AWARD – RENTAL AGREEMENT FOR TRASH PUMPS AT HOLLYWOOD ROAD WASTEWATER RECLAMATION PLANT

Purchase Job #523539
Approve the Purchase of an Agreement under HGAC RN11-19 with United Rentals for pump rentals. United Rentals, not to exceed $250,000.00

Agenda Item Summary

This item is to consider the award of the purchase agreement for renting 3 trash pumps from United Rentals to pump raw sewage into the Hollywood Road Plant while our Influent Screw Pumps are being repaired.

Requested Action

Requesting Approval and award of purchase of the agreement with United Rentals for renting pumps in the amount not to exceed $250,000.00

Funding Summary

Funding is available in Purchase Job #523539

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval and award to United Rentals

Bid No. 7337 Pumps for Hollywood Rd WWTP
Opened 4:00 p.m. August 10, 2022

To be awarded as one lot		UNITED RENTALS
Line 1 Rental agreement for pumps. This is for the Influent Screw Pumps that failed, and back up pumping requirements were needed, per specifications		
1 ea		
Unit Price	$250,000.000	
Extended Price		250,000.00
Bid Total		250,000.00
Award by Vendor		$ 250,000.00
City		Amarillo, TX

Item No. 2BB

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	August 16, 2022	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER APPROVAL – FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROJECT (AIP) GRANT NO. 3-48-0007-052-2022

CONSIDER: APPROVAL OF FAA AIP GRANT NO. 3-48-0007-052-2022, WITH THE FEDERAL AVIATION ADMINISTRATION FOR 90% FUNDING FOR THE COMPLETION OF THE SNOW REMOVAL EQUIPMENT BUILDING IMPROVEMENTS, PURCHASE OF TWO NEW AIRFIELD SNOW BROOMS, AND ROSENWALD & BATSON ROAD RECONSTRUCTION- DESIGN ONLY. THE TOTAL AMOUNT OF THE GRANT IS $1,872,834.

Agenda Item Summary

This item approves the offer of FAA AIP Grant No. 3-48-0007-052-2022 and grants the City Manager the authority to execute on behalf of the City of Amarillo and Rick Husband Amarillo International Airport.

Requested Action

Please approve FAA AIP Grant No. 3-48-0007-052-2022.

Funding Summary

This is a revenue / grant action.

Community Engagement Summary

N/A.

Staff Recommendation

Airport staff recommends execution of FAA AIP Grant No. 3-48-0007-052-2022 with the FAA in the amount of $1,872,834.

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
Texas

Texas Airports District Office:
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

July 26, 2022

Mr. Michael Conner
Director of Aviation
Amarillo/Rick Husband International Airport
10801 Airport Boulevard
Amarillo, TX 79111

Dear Mr. Conner:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0007-052-2022 at Rick Husband Amarillo International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 31, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jessica Bryan, (817) 222-4039, jessica.l.bryan@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Kim Brockman (Jul 26, 2022 19:14 CDT)

Kim Brockman
Acting Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 26, 2022
Airport/Planning Area	Rick Husband Amarillo International Airport
FY2022 AIP Grant Number	3-48-0007-052-2022
Unique Entity Identifier	PJXCHBFQ3LD7

TO: City of Amarillo
(herein called the "Sponsor")

DRAFT

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 1, 2022, for a grant of Federal funds for a project at or associated with the Rick Husband Amarillo International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Rick Husband Amarillo International Airport (herein called the "Project") consisting of the following:

Acquire Snow Removal Equipment; Improve/Modify/Rehabilitate Building; Reconstruct Access Road (Design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,872,834.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning
   $ 1,872,834 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement,

order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
    a. Associated with performance under this Grant; or
    b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
    1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated August 9, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**
    a. Prohibition of Reprisals
        1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
            i. Gross mismanagement of a Federal grant;
            ii. Gross waste of Federal funds;
            iii. An abuse of authority relating to implementation or use of Federal funds;
            iv. A substantial and specific danger to public health or safety; or
            v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:

    a. House and maintain the equipment in a state of operational readiness on and for the airport;

    b. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;

    c. Restrict the vehicle to on-airport use only;

    d. Restrict the vehicle to the use for which it was intended; and

    e. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

27. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

28. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is

completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Kim Brockman (Jul 26, 2022 19:14 CDT)

(Signature)

Kim Brockman

(Typed Name)

Acting Manager, Texas ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Amarillo
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

DRAFT

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. 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).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

    1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
    1. eliminate such adverse effect in a manner approved by the Secretary; or
    2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

    1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

    2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

    3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

    The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

    1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

    2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

    "The (**City of Amarillo**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before

December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of April 1, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

    1. Describes the requests;
    2. Provides an explanation as to why the requests could not be accommodated; and
    3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Amarillo City Council
Agenda Transmittal Memo

Item No. 3A

Meeting Date	August 16, 2022	**Council Pillar**	Multiple
Department	City Manager's Office		
Contact	Andrew Freeman, Assistant City Manager		

Agenda Caption

CONSIDER RESOLUTION 08-16-22-5 – ADOPTING STATE AND FEDERAL LEGISLATIVE PRIORITIES FOR THE 2022/2023 CALENDAR YEARS:

This item considers a resolution adopting state and federal legislative priorities for the 2022/2023 calendar years.

Agenda Item Summary

This item considers adopting legislative priorities that City Council, City staff, and consultants will follow to advocate support or opposition to various legislative topics and funding opportunities.

Requested Action

Consider for approval the attached resolution.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the resolution.

RESOLUTION NO. 08-16-22-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO ADOPTING STATE AND FEDERAL LEGISLATIVE PRIORITIES FOR THE 2022 AND 2023 CALENDAR YEARS.

DRAFT

WHEREAS, local government is the most direct and frequent point of contact with its residents; and

WHEREAS, the process for local government is a public and participatory process whereby the actions of local governments are subject to the public scrutiny of the residents; and

WHEREAS, local government is responsible for providing basic and emergency services; and

WHEREAS, local governments are the first responders in local emergencies; and

WHEREAS, the ability of local government to provide those services is dependent on the ability to have the resources and authority necessary to carry out its responsibilities; and

WHEREAS, state and federal representatives and senators are charged with working in the best interest of the citizens they represent; and

WHEREAS, residents of the state of Texas expect elected government officials representing local governments to make every effort to be informed on the needs of the constituents and the local government to ensure that local governments have the necessary authorities and resources in which to fulfill the desired needs of the citizens who have elected them.

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

SECTION 1. That City Council members will meet with area state and federal representatives and senators to discuss the City's legislative priorities and provide both information and assistance on all matters relating to bills and other legislative matters that come before the Legislature to ensure that they have the resources to call upon in making decisions that impact the lives of their constituents.

SECTION 2. The City of Amarillo shall proactively seek the filing and passage of any legislation identified as being sought in Exhibit A.

SECTION 3. The City Council and City staff may work with Texas Municipal League (TML), peer cities in the State, and other appropriate entities to jointly pursue the passage or defeat of legislation that is listed as "supported" or "opposed" by the City of Amarillo in Exhibit A.

SECTION 4. The City Manager and his staff shall:

(a) Take all necessary actions to inform Amarillo residents of the City's legislative priorities; and

(b) Encourage residents to make every effort to be aware of the local, state and federal governing and legislative process and expect their elected representatives from all levels to seek a proactive and positive relationship that does not pass a burden from the Federal or State to the County or City without providing the tools and resources to undertake the added responsibility.

SECTION 5. That it believes it is incumbent of all legislators to work in consort with city and county governments to ensure that the entire governing process is as effective as possible and, to that end, seek input and advice from the local level of government on issues that have a direct impact on their ability to undertake their responsibilities.

SECTION 6. That it expects elected representatives of federal and state government to fully understand the implications of legislation they act upon to ensure there are no negative impacts on the community and to strongly support and take all actions necessary in furtherance of the information in Exhibit A, as it may be amended from time to time.

SECTION 7. That it believes the federal and state legislative bodies should not exempt its members from any regulation that they impose upon any other member of a political subdivision unless it can clearly be shown that there is a clear and compelling need to do so.

SECTION 8. That it adopts the Legislative Priorities for the 2022 and 2023 calendar years as shown on Exhibit A, attached to and incorporated into this resolution by reference.

SECTION 9. This resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas this 16th day of August 2022.

DRAFT

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

Amarillo City Council
Agenda Transmittal Memo

Item No. 3B

Meeting Date	August 16, 2022	**Council Pillar**	Multiple
Department	City Manager's Office		
Contact	Andrew Freeman, Assistant City Manager		

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 08-16-22-6 – ADOPTING POLICY RECOMMENDATIONS FOR INCLUSION IN THE 2023-2024 TEXAS MUNICIPAL LEAGUE LEGISLATIVE POLICY:

This item considers a resolution adopting policy recommendations to be submitted to the Texas Municipal League for possible inclusion in their 2023-2024 legislative policy.

Agenda Item Summary

Prior to each State legislative session, Texas Municipal League (TML) cities are able to submit resolutions to be considered as part of TML's legislative policy. The legislative policy is voted on during the TML conference annual business meeting which takes place in October. Since there is a practical limit to how much TML can accomplish during each session, cities are asked to focus resolutions on core issues that have wide applicability to a broad range of cities of various sizes.

Cities are able to specify in the resolutions whether they are seeking that TML seek introduction and passage, support, oppose, or take no action on specific topics of interest.

Staff is recommending City Council submit two topics for TML consideration:

- Recommend that TML seek introduction and passage of a bill amending Sec. 52.095, Election Code, related to the requirement that cities are only able to assign a letter of the alphabet to the measure that corresponds to its order on the ballot
- Recommend that TML support a bill that would allow for the expansion of Sec. 351.003, Tax Rates of the Tax Code, related to Municipal Hotel Occupancy Taxes in order to see the tax rate raised from seven to nine percent either in general or for the additional two percent to be specifically allocated for construction, expansion, maintenance, or operation of convention center facilities

Requested Action

Consider for approval the attached resolution.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the resolution.

RESOLUTION NO. 08-16-22-6

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS ADOPTING POLICY RECOMMENDATIONS FOR INCLUSION IN THE 2023-2024 TEXAS MUNICIPAL LEAGUE LEGISLATIVE POLICY

WHEREAS, the Texas Municipal League (TML) will consider and adopt a 2023-2024 TML Legislative Policy at the 2022 Annual Conference of the Texas Municipal League; and

WHEREAS, the purpose of the TML is to advance and sustain the interests of the cities of Texas; and

WHEREAS, the City Council finds that the legislative policy positions set forth in this resolution are within the guiding principles and legislative philosophy of TML.

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

SECTION 1. That the City of Amarillo requests the Texas Municipal League to accept and adopt the following policy positions as it prepares for the 88th Regular Session of the Texas Legislature:

a. Recommend that TML seek introduction and passage of a bill amending Sec. 52.095, Election Code, related to the requirement that cities are only able to assign a letter of the alphabet to the measure that corresponds to its order on the ballot; and

b. Recommend that TML support a bill that would allow for the expansion of Sec. 351.003, Tax Rates of the Tax Code, related to Municipal Hotel Occupancy Taxes in order to see the tax rate raised from seven to nine percent either in general or for the additional two percent to be specifically allocated for construction, expansion, maintenance, or operation of convention center facilities

SECTION 2. That this Resolution and the TML resolution cover sheets contained herein shall be effective immediately upon passage and approval.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 16th day of August 2022.

DRAFT

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

2022
TML RESOLUTION COVER SHEET

Sponsoring Entity (City, TML Affiliate, and/or TML Region): City of Amarillo, Texas

Brief Background: Section 52.095 of the Election Code was amended in 2017 to require that cities only assign letters to measures on the ballot, with numbers only being reserved for Statewide issues.

What the Resolution in Intended to Accomplish: The City of Amarillo supports legislation that broadens the naming conventions required for propositions on election ballots (i.e., allow alternating from numbers to letters every other election in order to avoid confusion for voters who may think it is the same item from a prior election they may have voted in).

How the Resolution is City-Related/How it Address a Municipal Issue: Since the passage of amendments to Section 52.095 of the Election Code, the City of Amarillo has found that being required to use only letters of the alphabet for measures on the ballot is leading to confusion amongst voters. For example, the City had an election in November 2020 and November 2021 on completely different measures, but both were titled Proposition A due to the State law requirement. Many voters complained they had already voted on Proposition A and did not understand why they were seeing it on the ballot again so soon.

Statewide Importance: All cities are impacted by the amendments approved in 2017 and could face similar questions of confusion from their voters, and we believe a minor change to the election law that allows for rotating between letters and numbers would be a benefit to all cities holding consecutive elections. This is particularly important with other changes to state law that might trigger required elections more often than has historically been seen by cities.

Submitted By: **Name:** Andrew Freeman

Title: Assistant City Manager

City, TML Affiliate or TML Region: City of Amarillo, Texas

Email: Andrew.Freeman@amarillo.gov

2022
TML RESOLUTION COVER SHEET

Sponsoring Entity (City, TML Affiliate, and/or TML Region): City of Amarillo, Texas

Brief Background: As currently written, Sec. 351.003, Tax Rates, of the Tax Code generally limits most cities to a rate not to exceed seven percent of the price paid for a room in a hotel. Within Sec. 351.003 there are five different exceptions made for various circumstances such as population, being located on border of the Gulf of Mexico, or being a barrier island coastal municipality. The exceptions allow for an additional 1 ½ to 2 percent in tax rate. Some allow for general use of this percentage, while others are required to dedicate the funds to construction, expansion, maintenance, or operation of convention center facilities.

What the Resolution in Intended to Accomplish: The City of Amarillo supports legislation to finance the renovation, revitalization and/or expansion of the Amarillo Civic Center Complex (ACCC). This would specifically include an expansion of Sec. 351.003 Tax Rates of the Tax Code related to Municipal Hotel Occupancy Taxes. The City of Amarillo would like to see the tax rate raised from seven to nine percent either in general or for the additional two percent to be specifically allocated for construction, expansion, maintenance, or operation of convention center facilities

How the Resolution is City-Related/How it Address a Municipal Issue: Cities in Texas rely heavily on tourism and associated hotel occupancy taxes to fund eligible expenses per State law. Having a level playing field amongst cities as it relates to tax rates would allow other cities to consider increasing their hotel occupancy tax rate to a higher level, particularly if they are faced with needing to build or rehabilitate existing convention center facilities that are necessary to support and grow tourism in their communities.

Statewide Importance: All cities with hotel facilities in their community benefit from the authorization to require hotel occupancy taxes and would benefit from the ability to increase that amount to nine percent for general hotel occupancy related expenditures or specifically only to be used for convention center facilities. This would bring the rest of Texas in line with what is currently only allowed in a select number of communities based on State law.

Submitted By: **Name:** Andrew Freeman

Title: Assistant City Manager

City, TML Affiliate or TML Region: City of Amarillo, Texas

Email: Andrew.Freeman@amarillo.gov

Amarillo City Council
Agenda Transmittal Memo

Item No. 3C

CITY OF AMARILLO® CITY MANAGER

Meeting Date	August 16, 2022	**Council Priority**	Civic Pride
Department	City Manager's Office		
Contact	Jared Miller, City Manager		

Agenda Caption

CONSIDER LEASE AGREEMENT BETWEEN THE CITY OF AMARILLO AND FRIENDS OF AJ SWOPE

Agenda Item Summary

Lease agreement between City of Amarillo and Friends of AJ Swope for property located at 1018 S Polk St for a Memorial for First Responders.

Requested Action

Consider approval Lease agreement between City of Amarillo and Friends of AJ Swope for property located at 1018 S Polk St, Amarillo, Texas, being a 0.130 acre tract of land being a portion of Lots 4 and 5, Block 138, Plemons Addition, an addition to the City of Amarillo, Potter County, Texas, for a memorial park honoring First Responders (law enforcement officers, firefighters, emergency management personnel) from the 26 counties of the Texas Panhandle having lost their lives in the line of duty since the 1880s and in the future.

Funding Summary

Rent will be due and payable to Lessor by Lessee in the amount of $1.00 per year payable annually. Lessee will pay for costs of construction of the memorial, estimated to be approximately $850,000.00. Lessee will be responsible for providing trash removal, water, electricity, insurance, and mowing, to keep and maintain the premises in good order.

Community Engagement Summary

N/A

Staff Recommendation

Approve Lease agreement between City of Amarillo and Friends of AJ Swope for property located at 1018 S Polk St, Amarillo, Texas, being a 0.130 acre tract of land being a portion of Lots 4 and 5, Block 138, Plemons Addition, an addition to the City of Amarillo, Potter County, Texas, for a memorial park honoring First Responders (law enforcement officers, firefighters, emergency management personnel) from the 26 counties of the Texas Panhandle having lost their lives in the line of duty since the 1880s and in the future.

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into between the City of Amarillo ("LESSOR") a Texas home-rule municipality and FRIENDS OF AJ SWOPE, ("LESSEE") a Texas nonprofit corporation.

DRAFT

1. **Premises**: LESSOR hereby leases to LESSEE upon the terms, conditions, and provisions hereinafter set forth, the property described as ("Leased Premises" or the Premises") located at 1018 South Polk Street, Amarillo, Potter County, Texas, being a 0.130 acre tract of land being a portion of Lots 4 and 5, Block 138, Plemons Addition, an addition to the City of Amarillo, Potter County, Texas, according to the map or plat thereof, recorded in Volume 59, Page 198 of the Deed Records of Potter County, Texas more particularly described in Exhibit "A" attached hereto.

2. **Term**: The term of this LEASE shall be for a period of 15 years commencing on _____, 2022 and ending on _____, 2037 ("Primary Term") unless sooner terminated as provided herein. Subject to the termination provisions of this Lease, LESSEE will have the option to renew this LEASE for additional renewal terms of 5 years each by giving LESSOR written notice of LESSEE'S intention to renew the LEASE at least 90 days prior to the end of the Primary Term.

3. **Rent**: Rent will be due and payable to LESSOR by LESSEE in the amount of $1.00 per year payable annually in advance to LESSOR at the address stated in Paragraph 13 below.

4. **Use of Premises**: LESSEE will use the Premises only as a public park, including as a public memorial. LESSOR acknowledges that LESSEE plans to construct a public memorial and monument on the Premises (the "Memorial"), honoring the First Responders (law enforcement officers, firefighter, emergency management personnel) from the 26 counties of the Texas Panhandle having lost their lives in the line of duty since the 1880s and into the future. LESSEE will pay for the cost of the construction of the Memorial, estimated to be at least $850,000.00.

5. **Utilities and Support Services**: LESSEE will be responsible for providing the following:

   a. Trash and garbage removal services

   b. Water (if required)

   c. Electricity (if required)

   d. Mowing

6. **Maintenance and Repairs:** LESSEE will, at its own cost and expense, keep and maintain the Premises in good order and condition and will make all reasonable repairs and replacements necessary to the upkeep and maintenance of the Premises so that it remains in good condition and safe for public use, subject to reasonable wear and tear.

7. **Insurance:** LESSEE's Coverage – LESSEE will keep and maintain in full force and effect the following coverage:

   Property Insurance: At all times during the lease term, LESSEE will keep all of LESSEE's personal property located on the premises insured against loss.

   Commercial General Liability: Lessee will maintain in force during the term of this Lease Commercial General Liability insurance in the minimum amount of $500,000.00 per occurrence covering personal injury, including death, and property damage. This insurance is to be carried by an insurance company duly authorized or admitted to transact business in Texas and approved by LESSOR.

The insurance policy must note LESSOR and LESSEE as named insureds.

8. **Alterations, Improvements, Decorations and Artworks:** LESSEE has provided to LESSOR preliminary architectural drawings of the Memorial, attached as Exhibit "B." The LESSEE must provide final drawings (the "Drawings") of the Memorial to LESSOR for LESSOR approval. LESSOR must approve the Drawings prior to the start of construction on the Memorial. LESSOR's approval must not be unreasonably withheld, conditioned, or delayed. LESSEE must provide advance notice to LESSOR prior to beginning of construction which requires construction vehicles to be parked at the Premises, and LESSOR and LESSEE agree to work together on a construction parking plan to provide for minimal parking interruption for surrounding businesses or owners. LESSEE will not make any alterations, (including tree removal), additions, improvements, decorations or add any artworks to the design of the Premises without prior written approval of LESSOR. All approved work performed by and on behalf of LESSEE with respect to the Premises must be in compliance with the Amarillo Downtown Urban Design Standards, as amended, with all applicable building, safety, fire, and other applicable governmental codes and regulations and insurance requirements and with the Americans with Disabilities Act. Such approved alterations, additions, or improvements will be completed promptly and in a good workmanlike manner and shall be performed in such a manner so that no valid mechanic's, materialman's, or other liens are attached to the Premises. In no event will LESSEE permit or be authorized to permit any such liens (valid or alleged) or other claims to be asserted against LESSOR or LESSOR'S rights, estates, and interest with respect to the Premises. All alterations, additions and improvements which have been permanently affixed to the Premises may be removed by LESSEE at its cost, so long as LESSEE restores the Premises back in the good repair and condition that LESSEE received the property, subject to reasonable wear and tear, at its cost. Such restoration must be completed by termination of the Lease. If LESSEE does not so elect, the alterations, additions and improvements shall, upon termination of the Lease, be the property of LESSOR without any payment therefore and shall not be removed by LESSEE.

9. **Termination:** LESSEE may terminate this Lease at any time upon 60-day written notice to LESSOR. LESSOR reserves the right to terminate this Lease upon 60-day written notice to LESSEE if, at its sole discretion, LESSOR determines:

   a. That LESSEE has materially breached the terms of this Lease and has not cured same within thirty (30) days after receipt of written notice of the breach; or

   b. LESSEE uses the Lease Premises for any purpose other than as a public park.

10. **Covenants of LESSEE:** LESSEE does hereby covenant and agree with LESSOR that LESSEE will:

   a. Pay the rent as specified herein in the full amount specified, at the times, locations, and in the amounts required herein.

   b. Maintain the Premises in a good condition and state of repair; not permit or allow waste or damage to occur in, on, or about the Premises; and promptly repair (at LESSEE'S expense) any damage to the Premises.

   c. Not occupy the Premises for any purpose other than a public park; allow the public access to the park; and confirm and obey any present and future laws, rules, order and regulations of governmental authorities or agencies with respect to use and occupancy of the Premises, including, but not limited to, the ordinances of the City of Amarillo relating to public parks and the Americans with Disabilities Act.

   d. Not assign this Lease or any portion thereof nor sublet the Premises, nor any part thereof, to any party without prior express written consent of LESSOR.

e. DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY CLAIMS, JUDGMENTS (INCLUDING REASONABLE ATTORNEY'S FEES, COSTS AND INTEREST) OR LIABILITY OF ANY KIND FOR PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE CAUSED AS A RESULT OF LESSEE'S OR LESSEE'S EMPLOYEES, AGENTS, INVITEES OR GUESTS USE OF THE PREMISES OR CAUSED BY THE CONDITION OF THE PREMISES OR THE IMPROVEMENTS THEREON.

f. Return the Premises at the expiration of the term (or any renewal or extension thereof) or prior termination hereof in good condition, reasonable wear and tear excepted.

g. Provide and maintain, at LESSEE's expense, all required insurance coverage specified herein.

h. Bear the cost of any expense associated with the Premises that are not herein specified as the responsibility of LESSOR.

11. **Acceptance AS-IS**: LESSEE has been in, on, and about the Premises and has inspected the same and hereby accepts said property as there being no defects seen, known, or visible and that said property is in good repair and condition and that the same is well-suited for the particular purposes for which LESSEE will utilize the Premises. LESSEE accepts the Premises "As Is."

    a. **Mutual Agreements:** LESSOR and LESSEE mutually agree that LESSOR (by and through its agents and representatives) will have the right at all reasonable times during the term of this Lease, and any renewals thereof, to enter the Premises for the following purposes:

        1. To inspect the condition thereof and take any actions necessary to repair and maintain the Premises.

        2. To determine if LESSEE is performing its obligations under this Lease and to take any necessary action to preserve, protect, and maintain the Premises.

        3. To cure any defaults of LESSEE under the Lease which LESSEE has not cured within thirty (30) days after receipt of written notice of the default, and to bill LESSEE for the cost thereof.

        4. To remove any improvements to the Premises or property placed on the Premises in violation of this Lease.

12. **Additional Remedies:** If after this LEASE is terminated for any reason, and LESSEE fails to vacate the premises, then LESSOR will, after 10 days written notice to LESSEE, have the right to reenter the Premises, by legal process or otherwise, and to dispose and remove LESSEE from the Premises, and to hold the Premises as if the LEASE had not been made. It is expressly understood and agreed, and notice is hereby given, that no transfer, assignment, mortgage, judgment, mechanic's lien, or other lien by or against LESSEE in or on the Premises will in any manner or decree affect the title or interest of LESSOR in the Premises.

13. **Notices:** All notices required under this Lease will be in writing and will be deemed to be properly served when posted by Certified United States mail, postage prepaid, return receipt requested, addressed to the parties to whom directed at the address herein set forth or at such other address as may be, from time to time, designated in writing by the party changing such address. For the purposes of this LEASE such addresses shall be as follows:

LESSEE LESSOR

Friends of AJ Swope	City of Amarillo
Attn: Wendi Swope	Attn: Jared Miller
2112 S. Travis	601 S Buchanan., Ste. 303
Amarillo, TX 79109	Amarillo, TX 79101

14. **Signs:** LESSEE will not attach, affix, or exhibit signs on the Premises without the prior written approval of LESSOR.

15. **Condemnation:** If the Premises shall be wholly taken by exercise of the right of eminent domain, then this LEASE will terminate from the date of the possession of the whole of Premises. Any award for the taking of all or parts of the Premises by the power of eminent domain or any payment made under the threat of the exercise of such power will be the property of LESSOR (provided, however, that LESSEE reserves such separate rights as it may have against the condemning authority to claim damages for loss). If any part of the Premises is condemned, either party may terminate the LEASE immediately.

16. **Severability:** If any term of provision of this LEASE is declared invalid or unenforceable, the remainder of the LEASE will not be affected by such determination and will continue to be valid and enforceable.

17. **Entire Agreement:** This LEASE contains the entire agreement of the parties relating to LESSEE's occupancy of the Premises.

18. **Standard of Consent:** Whenever it is stated in this Lease that the other party's consent is required, both parties agree that such consent or approval will not be unreasonably withheld or delayed.

19. **Cumulative Rights:** All rights of either party shall be cumulative and the exercise of any right by any party to this Lease will not be deemed as a waiver, release, or termination of any other right available hereunder, at law on in equity.

20. **Governing Law and Venue:** The laws of the State of Texas shall apply to all terms and conditions of the LEASE and Venue for the purposes of litigation of any term, provision, or as to the validity, enforceability, or holdover of this LEASE will be in Potter County, Texas.

21. **Amendments:** This LEASE can be amended by written agreement only. The parties will not be bound to any oral agreements or understandings except when the same shall be reduced to writing and duly executed by both parties as an amendment to this LEASE.

22. **Multiple Counterparts:** This LEASE may be executed in multiple counterparts, each of which may be deemed an original.

23. **Authorization:** By affixing their signatures herein the signatory affirms his or her authority to enter into and execute the LEASE on behalf of the parties.

Signed this _____ day of _____ 2022.

CITY OF AMARILLO

By: _____
Jared Miller, City Manager

DRAFT

Friends of AJ Swope

By: _____
Wes Reeves, President

EXHIBIT A

DESCRIPTION

A 0.130 acre tract of land being a portion of Lots 4 and 5, Block 138, Plemons Addition, an addition to the City of Amarillo, Potter County, Texas, according to the map or plat thereof, recorded in Volume 59, Page 198 of the Deed Records of Potter County, Texas, and said 0.130 acre tract of land being described by metes and bounds as follows:

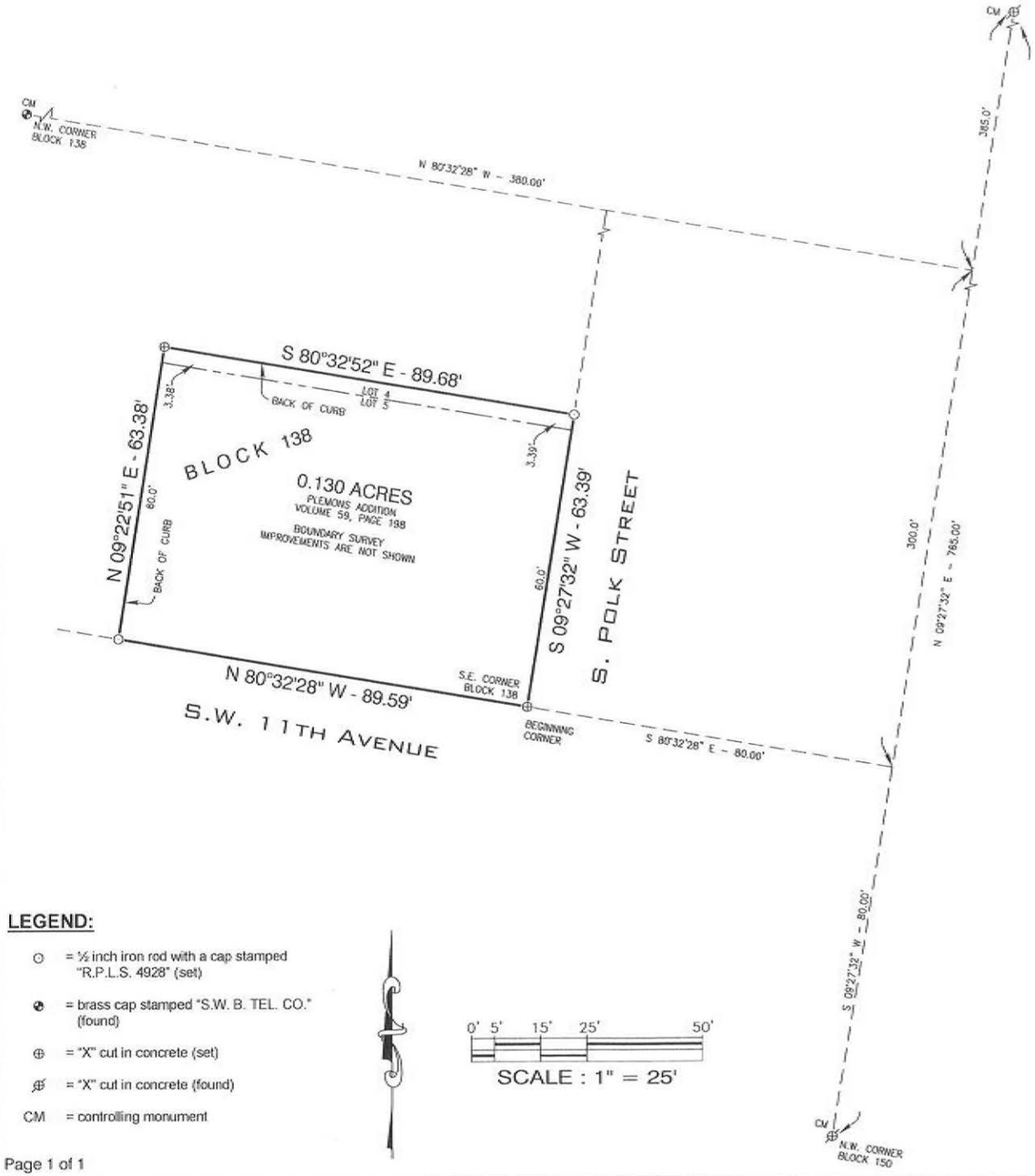
BEGINNING at an "X" cut in concrete, set at the southeast corner of said Block 138, the southeast corner of this tract of land, from whence an "X" cut in concrete, found at the northwest corner of Block 150 of said Plemons Addition bears S. 80°32'28" E., 80.00 feet and S. 09°27'32" W., 80.00 feet (bearings contained herein are relative to Grid North, N.A.D. 83, Texas North Zone as measured on the ground by Cornerstone Land Surveying on January 25, 2022);

Thence N. 80°32'28" W., 89.59 feet along the north right-of-way line of S.W. 11th Avenue to a ½ inch iron rod with a cap stamped "R.P.L.S. 4928", set at the southwest corner of this tract of land;

Thence N. 09°22'51" E., 63.38 feet to an "X" cut in concrete, set at the northwest corner of this tract of land;

Thence S. 80°32'52" E., 89.68 feet to a ½ inch iron rod with a cap stamped "R.P.L.S. 4928", set at the northeast corner of this tract of land;

Thence S. 09°27'32" W., 63.39 feet along the west right-of-way line of S. Polk Street to the **POINT OF BEGINNING.**



LEGEND:

- ○ = ½ inch iron rod with a cap stamped "R.P.L.S. 4928" (set)
- ◒ = brass cap stamped "S.W. B. TEL. CO." (found)
- ⊕ = "X" cut in concrete (set)
- ⌀ = "X" cut in concrete (found)
- CM = controlling monument

0' 5' 15' 25' 50'

SCALE : 1" = 25'

NOTES

1. This plat is void unless it contains an impression seal and original signature of the surveyor.
2. This plat was prepared for the exclusive use of the individuals and or institutions named in the certificate hereon and is not transferable to additional institutions or subsequent owners without a re-certification by Cornerstone Land Surveying.
3. This plat is the property of Cornerstone Land Surveying. Reproduction of this plat for any purpose is expressly forbidden without the written consent of an authorized agent of Cornerstone Land Surveying. © 2022 All Rights Reserved.
4. Boundary line dimensions shown hereon are as measured or held with this survey. Boundary line dimensions shown in parenthesis are plat and/or deed dimensions and are shown when measured dimensions do not match plat and/or deed dimensions as stated in the T.B.P.E.L.S. General Rules of Procedures and Practices regarding precision (663.15).
5. Record easements shown hereon were disclosed as listed in Schedule B of the title commitment, if provided. Record research performed with this survey was made for the sole purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.
6. Streets, alleys, easements, building setbacks, lot lines and/or boundaries shown are designated per record plat, as referenced hereon, unless noted otherwise.
7. Bearings shown hereon are relative to Grid North, NAD 83, Texas North Zone.

DESCRIPTION

A 0.130 acre tract of land being a portion of Lots 4 and 5, Block 138, Plemons Addition, an addition to the City of Amarillo, Potter County, Texas, according to the map or plat thereof, recorded in Volume 59, Page 198 of the Deed Records of Potter County, Texas, and said 0.130 acre tract of land being described by metes and bounds as follows:

BEGINNING at an "X" cut in concrete, set at the southeast corner of said Block 138, the southeast corner of this tract of land, from whence an "X" cut in concrete, found at the northwest corner of Block 150 of said Plemons Addition bears S. 80°32'28" E., 80.00 feet and S. 09°27'32" W., 80.00 feet (bearings contained herein are relative to Grid North, N.A.D. 83, Texas North Zone as measured on the ground by Cornerstone Land Surveying on January 25, 2022);

Thence N. 80°32'28" W., 89.59 feet along the north right-of-way line of S.W. 11th Avenue to a ½ inch iron rod with a cap stamped "R.P.L.S. 4928", set at the southwest corner of this tract of land;

Thence N. 09°22'51" E., 63.38 feet to an "X" cut in concrete, set at the northwest corner of this tract of land;

Thence S. 80°32'52" E., 89.68 feet to a ½ inch iron rod with a cap stamped "R.P.L.S. 4928", set at the northeast corner of this tract of land;

Thence S. 09°27'32" W., 63.39 feet along the west right-of-way line of S. Polk Street to the **POINT OF BEGINNING**.

BOUNDARY SURVEY

CERTIFICATE

I do hereby certify to **The City of Amarillo**, that this plat is true and correct to the best of my knowledge and belief; and that it was prepared from a survey made on the ground by me or by others under my direct supervision on the 25th day of January, 2022.

Census Tract No. 147

STATE OF TEXAS
REGISTERED
JEFFREY FLOYD REASONER
4928
PROFESSIONAL
LAND SURVEYOR

Jeffrey Floyd Reasoner
Registered Professional Land Surveyor
Texas Registration No. 4928

CORNERSTONE LAND SURVEYING
4109 S.W. 33rd Avenue • Amarillo, Texas 79109
(806) 352-9193 • info@cstonesurvey.com • Firm Reg. No. 10009500

Job No. 2022274

Amarillo City Council
Agenda Transmittal Memo

Item No. 3D

Meeting Date	August 16, 2022	**Council Pillar**	Economic Development and Redevelopment
Department	City Manager's Office		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

DISCUSSION AND CONSIDERATION OF ORDINANCE NO. 8002
(Contact: Laura Storrs, Assistant City Manager)

Discussion and consideration of all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, New Series 2022", including the adoption of an ordinance authorizing the issuance of such bonds.

Agenda Item Summary

This ordinance authorizes the City to issue the "CITY OF AMARILLO, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, NEW SERIES 2022" (bonds); prescribing the forms, terms, and provisions of said bonds; pledging the net revenues of the City's Waterworks and Sewer System to the payment of the principal of and interest on said bonds; enacting provisions incident and related to the issuance, payment, security, sale and delivery of said bonds, and providing an effective date. The proceeds will be used to improve and extend the City's waterworks and sewer system, including acquisition of water rights related thereto.

Requested Action

Adopt the Ordinance authorizing the issuance of the Waterworks and Sewer System Revenue Bonds, New Series 2022.

Funding Summary

N/A

Community Engagement Summary

On October 1, 2018, a 3% rate increase went into effect to fund the debt service associated with half of this debt issuance and on October 1, 2021, a 3% rate increase went into effect to fund the debt service associated with the other half of this debt issuance. These rate increases were approved by Council through the annual budget process.

Staff Recommendation

City staff is recommending approval of the Ordinance.

Amarillo City Council
Agenda Transmittal Memo

Item No. 3E

Meeting Date	August 16, 2022	**Council Pillar**	Fiscal Responsibility
Department	City Manager's Office		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

DISCUSSION AND CONSIDERATION OF ORDINANCE NO. 8003
(Contact: Laura Storrs, Assistant City Manager)

Discussion and consideration of an ordinance authorizing the issuance of the "City of Amarillo, Texas, Tax Notes, Series 2022B", and resolving other matters incident and related thereto, including the approval of a paying agent/registrar agreement.

Agenda Item Summary

This ordinance authorizes the City to issue the Tax Notes, Series 2022B ("Notes") for the purpose of paying contractual obligations to be incurred for (i) acquisition of enterprise resource planning software and construction and improvement of fuel islands for the fleet services department; and (ii) to pay the costs of issuing the Notes.

Requested Action

Adopt the Ordinance authorizing the issuance of the Tax Notes, Series 2022B.

Funding Summary

N/A

Community Engagement Summary

City Council approved the above project uses as part of the adopted fiscal year 2021/2022 capital improvement plan through the annual budget process.

Staff Recommendation

City staff is recommending approval of the Ordinance.