AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON MARCH 14, 2023, 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: Wheatley Bell, Carter Chapel CME Church

ANNOUNCEMENT: Office of Engagement and Innovation "American Advertising Awards" (ADDYs)

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. Parks and Recreation Board;
   C. Update on Building Safety Department;
   D. Discuss Five-Year Community Improvement Plan;
   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 February 21, 2023.

   B. **CONSIDERATION OF ORDINANCE NO. 8049**:
      (Contact: Jimmy Johnson, Assistant Police Chief)

This item is the second and final reading to consider an ordinance converting two sergeant positions to two officer positions at the Amarillo Police Department.

C. **CONSIDER ACCEPTANCE – INFECTIOUS DISEASE SURVEILLANCE (IDCU/SUR) GRANT**:
(Contact: Casie Stougton, Director of Public Health)
Grantor: Texas Department of State Health Services
Grant Amount: $169,208.00

This item considers acceptance of an award from the Texas Department of State Health Services from September 1, 2023 thru August 31, 2025 to continue funding for Infectious Disease Surveillance in the Public Health Department.

D. **CONSIDER ACCEPTANCE – RLSS-LOCAL PUBLIC HEALTH SERVICES GRANT**:
(Contact: Casie Stougton, Director of Public Health)
Grantor: Texas Department of State Health Services
Grant Amount: $223,488.00

This item considers acceptance of an award from the Texas Department of State Health Services from September 1, 2023 thru August 31, 2025 to continue funding for maternal child health programming.

E. **CONSIDER APPROVAL – CHANGE ORDER NO. 3 TO THE LANDSCAPE MAINTENANCE AGREEMENT FOR HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT:**
(Contact: Justin Oppel, Development Customer Service Coordinator)
Award to: Tri-State General Contractors

Original Award:	$595,313.00
Previous change orders:	$ 43,444.13
Change Order No. 3:	$ 11,699.40
Total Award:	$650,456.53

This item considers approval of Change Order No. 3 to the landscape maintenance agreement for Heritage Hills Public Improvement District (PID) to add two additional meters and water taps. This item will be funded solely by revenues assessed from property owners in the Heritage Hills PID.

F. **CONSIDER APPROVAL – HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT PHASE III IMPROVEMENTS CONSTRUCTION CONTRACT**:
(Contact: Justin Oppel, Development Customer Service Coordinator)
Award to: Tri-State General Contractors - $1,184,380.00

This item is to consider the award of a construction contract related to Heritage Hills Public Improvement District (PID) Phase III improvements for the Heritage Hills subdivision. This item will be funded solely by revenues assessed from property owners in the Heritage Hills PID.

G. **CONSIDER PURCHASE – REAR LOADER REFUSE TRUCK**:
(Contact: Donny Hooper, Director of Public Works)
Award to: Houston Freightliner - $250,751.00 (HGAC Contract #HT06-20)

This item considers the purchase of a rear loader to be used by the Solid Waste Collection division in their daily operations. This purchase is a scheduled replacement of fleet Unit # 7811 that has reached the end of its useable life cycle.

H. **CONSIDER APPROVAL – ANNUAL SUPPLY AGREEMENT FOR POLICE UNIFORMS**:
(Contact: Martin Birkenfeld, Police Chief)

Award to: Jonah's Enterprises, Inc. - $236,892.43

This item considers approval of an annual supply agreement that will provide police uniforms for Amarillo Police Department and Airport Police Department sworn personnel.

I. **CONSIDER APPROVAL – ANNUAL SUPPLY AGREEMENT FOR LEATHER AND NYLON EQUIPMENT**:
(Contact: Martin Birkenfeld, Police Chief)

Award to: GT Distributor -	$59,976.00
Primary Arms -	$25,782.50
Jonah's Enterprises, Inc. -	$ 8,785.90
Dana Safety -	$ 2,887.00
Proforce Law Enforcement -	$ 1,290.60
Cops Products -	$ 1,059.80
Total Award:	$99,781.80

This item considers approval of an annual supply agreement that will provide duty belts, handcuff cases, magazine pouches, handgun holsters and other leather and nylon equipment for Amarillo Police Department and Airport Police Department sworn personnel.

J. **CONSIDER APPROVAL – TWO-YEAR RENEWAL OF VIDEO MANAGEMENT SOFTWARE LEASE AGREEMENT FOR AMARILLO REGIONAL CRIME CENTER**:
(Contact: Martin Birkenfeld, Police Chief)
Award to: ICU Technologies/FUSUS - $130,982.28

This item considers approval of a two-year renewal.

K. **CONSIDER AWARD – AGREEMENT FOR FIRE STATION ALERT SYSTEMS**:
(Contact: Missy Tucker, Director of Information Technology)
Award to: Motorola Solutions - $55,015.24

This item considers the award of an agreement to purchase Motorola radios for use in conjunction with alerting systems used by all 13 Amarillo Fire Department facilities.

L. **CONSIDER APPROVAL – WEBSITE SERVICES ANNUAL SUPPORT AND MAINTENANCE RENEWAL**:
(Contact: Missy Tucker, Director of Information Technology)
Award to: Granicus - $50,455.66

This item considers the approval of annual support and maintenance for Granicus GovAccess, which is a service used to provide information for both intranet and internet City webpages.

M. **CONSIDER PURCHASE – MOWING TRACTOR AND MOWING DECK**:
(Contact: Michael Conner, Director of Aviation)
Award to: Western Equipment - $110,578.93 (Buy Board #611-20)

This item considers the purchase of a John Deere tractor and flex wing rotary cutter to be used to support airside mowing operations in accordance with Federal Aviation Administration requirements.

N. **CONSIDER AWARD – CONTRACT FOR PLAYGROUND AREA #10 REPLACEMENT AT JOHN STIFF MEMORIAL PARK**:
(Contact: Michael Kashuba, Director of Parks and Recreation)
Award to: Child's Play, Inc. - $144,889.85 (Buy Board #679-22)

This item considers award of a contract for turn-key replacement of playground equipment within existing areas of John Stiff Memorial Park.

O. **CONSIDER AWARD – AGREEMENT FOR SLUDGE HAULING AND DISPOSAL SERVICES**:
(Contact: John Collins, Director of Utilities)
Award to: Republic Services – Not to exceed $300,000.00.

This item considers approval of a one-year contract to increase sludge hauling and disposal services for the Hollywood Road Water Reclamation Facility.

P. **CONSIDER AWARD – ANNUAL SUPPLY AGREEMENT FOR APPAREL**:
(Contact: Trae Kepley, Purchasing Agent)
Award to: The Great Armadillo Printing Co – Not to exceed $150,000.00

This item considers the award of a contract to purchase City of Amarillo apparel for various departments. The contract will have a one-year term, with four additional one-year options to renew.

Q. **CONSIDER APPROVAL – AGREEMENTS FOR PROFESSIONAL VETERINARY SERVICES**:
(Contact: Victoria Medley, Director of Animal Management and Welfare)

This item is to consider the approval of professional services agreements with the following DVMs: Dr. Leah Lee, Dr. Sarah Giebel, Dr. Ramy Jisha, Dr. Ryan Lee Miller and Dr. Geneva Heinkel. These services agreements are required to ensure that the city not only provides professional shelter Veterinarian services but can adequately staff the animal shelter in a consistent and professional manner.

R. **CONSIDER APPROVAL – INTERLOCAL AGREEMENT BETWEEN CITY OF AMARILLO AND CITY OF DALLAS**:
(Contact: Martin Birkenfeld, Police Chief)

This item considers approval of an Interlocal Agreement (ILA) between the City of Amarillo and the City of Dallas that will allow Amarillo Police Department (APD) to participate in the Internet Crimes Against Children (ICAC) grant project administered by the Dallas Police Department. This grant will provide APD with $10,000.00 to be used for training of investigators and purchase/maintenance of equipment used to investigate internet crimes against children.

S. **CONSIDERATION OF RESOLUTION NO. 03-14-23-1:**
(Contact: Max Dunlap, Director of Emergency Management)

This item considers a resolution authorizing the submission of an FY23 grant application to the Office of The Governor's Homeland Security Grant Division (HSGD) and designating the Assistant City Manager to act as the city's authorized official in all matters pertaining to the City's participation in the FY23 Homeland Security Grant Program. This submission requests $52,993.24 to fund the FY23 Regional Bomb Squad Enhancement Project.

T. **CONSIDERATION OF RESOLUTION NO. 03-14-23-2:**
(Contact: Max Dunlap, Director of Emergency Management)

This item considers a resolution authorizing the submission of an FY23 grant application to the Office of The Governor's Homeland Security Grant Division (HSGD) and designating the Assistant City Manager to act as the city's authorized official in all matters pertaining to the City's participation in the FY23 Homeland Security Grant Program. This submission requests $112,000.00 to fund the Amarillo Regional Crime Center Project.

U. **CONSIDERATION OF RESOLUTION NO. 03-14-23-3:**
(Contact: Max Dunlap, Director of Emergency Management)

This item considers a resolution authorizing the submission of an FY23 grant application to the Office of The Governor's Homeland Security Grant Division (HSGD) and designating the Assistant City Manager to act as the city's authorized official in all matters pertaining to the City's participation in the FY23 Homeland Security Grant Program. This submission requests $26,118.32 to fund the Amarillo Community Emergency Response Team (CERT) Trailer Project.

3. NON-CONSENT ITEMS:

A. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8050:**
(Contact: Brady Kendrick, Senior Planner)

This item is a public hearing and first reading to consider an ordinance rezoning a 5.26-acre tract of unplatted land in Section 11, Block 9, B.S.&F. Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 1 to Office District 1. (VICINITY: W. Amarillo Blvd. and Western St.; APPLICANT/S: Aubrey Brockman for the Emeline Bush O'Brien/Marsh Trust.)

B. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8051:**
(Contact: Brady Kendrick, Senior Planner)

This item is a public hearing and first reading to consider an ordinance rezoning a 3.93-acre portion of Tract 3, Riverroad Gardens, a subdivision out of Section 161, Block 2, A.B.&M. Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways, to change from Residential District 1 and Light Commercial District to Light Commercial District. (VICINITY: River Rd. and Cherry Ave.; APPLICANT/S: Daryl Furman for LJ4 Leasing, LLC)

C. **PUBLIC HEARING AND CONSIDERATION OF RESOLUTION NO. 03-14-23-4:**
(Contact: Jason Riddlespurger, Community Development Director)

This item is a public hearing and consideration of a resolution adopting an Allocation Plan for an American Rescue Plan Act of 2021 Home Investment Partnership Program Supplemental Allocation and amending the FY2021 Annual Action Plan to include said Allocation Plan.

D. **CONSIDERATION OF ORDINANCE NO. 8052:**
(Contact: Jason Riddlespurger, Community Development Director)

This item is the first reading of an ordinance amending the Municipal Code of the City of Amarillo, Chapter 2-6, Article XII, providing for qualifications and duties related to the Community Development Advisory Committee.

E. **CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND PLANT-AS-DNPS-003-2 LLC:**
(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item is to consider approval of a Location Incentive Agreement (LIA) between the Amarillo Economic Development Corporation (AEDC) and Plant-AS-DNPS-003-2. Under the LIA, AEDC will provide Plant-AS-DNPS-003-2 $3,750,000.000 for the creation of 750 new jobs over five years, as they are created, and will convey 400 acres in the vicinity of Folsom Rd and 24th St, valued at $4,800,000.00, to Plant-AS-DNPS-003-2.

F. **CONSIDER APPROVAL – TAX ABATEMENT AGREEMENT BETWEEN CITY OF AMARILLO AND AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND SW 003 DISTRIBUTION LOGISTICS LLC**:
(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item is to consider approval of a Tax Abatement Agreement (Agreement) between the City of Amarillo and the Amarillo Economic Development Corporation (AEDC) and SW 003 Distribution Logistics, LLC. Under the 10-year Agreement, SW 003 Distribution Logistics, LLC would receive 100% abatement in year one, with the abatement reducing by 10% annually, in each subsequent year.

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

A. Section 551.087 – Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:
   i. 22-12-02 (Warehousing & Distribution)
   ii. 23-01-01 (Warehousing & Distribution)
   iii. 23-02-02 (Warehousing & Distribution)

B. Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position:
   i. Purchase or sale of real property located in the Northeast quadrant of the City of Amarillo.

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 378-3013 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 10th day of March 2023, at 5:00 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 21st day of February 2023 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:

GINGER NELSON	MAYOR
FREDA POWELL	MAYOR PRO TEM/COUNCILMEMBER NO.2
COLE STANLEY	COUNCILMEMBER NO. 1
HOWARD SMITH	COUNCILMEMBER NO. 4

Absent was Eddy Sauer, Councilmember No. 3. Also in attendance were the following administrative officials:

JARED MILLER	CITY MANAGER
RICH GAGNON	ASSISTANT CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	CITY SECRETARY
JON BARNES	ASSISTANT TO THE CITY MANAGER

A quorum was established by Mayor Nelson, Mayor Pro Tem Powell, and Councilmembers Smith and Stanley. Mayor Nelson called the meeting to order at 1:02 p.m. welcomed those in attendance, and the following items of business were conducted.

The invocation was given by Reverend Herman Moore.

The City's Finance department was recognized for achieving the Government Finance Officer's Association "Award for Outstanding Achievement in Popular Annual Financial Reporting".

The Amarillo Public Library was recognized for achieving the Texas Municipal Library Directors Association "Achievement of Excellence Award".

PUBLIC ADDRESS

James Schenck, of Amarillo, spoke on Public Address and Agenda Items No. 2F and 2G. Jeffrey McGunegle spoke on Agenda Item No. 2E. 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. Girls who Game Presentation;

ITEM 3B: Mayor Nelson introduced an item to receive and accept the City of Amarillo Annual Comprehensive Financial Report for the year ended September 30, 2022. Ms. Storrs presented the item. A motion was made to approve the Annual Comprehensive Financial Report for the year ended September 30, 2022, as presented, by Mayor Pro Tem Powell, seconded by Mayor Nelson.

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

ITEM 1 – CITY COUNCIL WILL DISCUSS OR RECEIVE REPORTS ON THE FOLLOWING CURRENT MATTERS OR PROJECTS:

C. Updates from Councilmembers serving on outside boards and commissions
   ii. Neighborhood Plan Oversight Committee;
E. Update on Community Development HOME-ARP Funding and Point-in-Time Count;

Mayor Nelson recessed the meeting at 2:55 p.m. At 3:11 p.m. Mayor Nelson resumed the meeting.

ITEM 1 – CITY COUNCIL WILL DISCUSS OR RECEIVE REPORTS ON THE FOLLOWING CURRENT MATTERS OR PROJECTS:

D. Update on Athletic Field Lighting Project;
F. Update on Facilities Projects; and
G. Request future agenda items and reports from City Manager.

ITEM 2 – CONSENT ACTION ITEMS:

Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. A motion was made approve the consent agenda as presented by Mayor Pro Tem Powell, 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 February 14, 2023.

B. **CONSIDERATION OF ORDINANCE NO. 8042**:
(Contact: Andrew Freeman, Assistant City Manager)

This item is the second and final reading to consider an ordinance ordaining the City's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303 of the Texas Government Code (ACT), providing tax incentives, designating a liaison for communication with interested parties, and nominating Producer Owned Beef, LLC to the Office of the Governor Economic Development & Tourism (EDT) through the Economic Development Bank (Bank) as a triple jumbo enterprise project (Project).

C. **CONSIDERATION OF ORDINANCE NO. 8043**:
(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item is the second and final reading to consider an ordinance designating certain areas of the City as Reinvestment Zone No. 22 for commercial and industrial tax abatement. The zone is approximately 400.00 acres east of Folsom Road.

D. **CONSIDERATION OF ORDINANCE NO. 8044**:
(Contact: Brady Kendrick, Planner II)

This item is the second and final reading to consider an ordinance rezoning Lot 1, Block 11, Glen Arden Addition Unit No. 12, an addition to the City of Amarillo, in Section 30, Block 9, B.S.&F. Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District. (VICINITY: Coulter St. and Arden Rd.; APPLICANT/S: Daryl Furman for The Alfred Group, LLC)

E. **CONSIDERATION OF ORDINANCE NO. 8045**:
(Contact: Brady Kendrick, Planner II)

This item is the second and final reading to consider an ordinance rezoning a 49.18-acre tract of unplatted land, in Section 31, Block 9, B.S.& F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public

ways, to change from Agricultural District to General Retail District. (VICINITY: Coulter St. and Hollywood Rd (Loop 335); APPLICANT/S: Daryl Furman for Attebury Elevators LLC, Happy Again LP, and Rockrose Development LLC)

F. **CONSIDERATION OF ORDINANCE NO. 8046**:
(Contact: Laura Storrs, Assistant City Manager)

This item is the second and final reading to consider an ordinance adopting the budget amendments pertaining to the fiscal year 2021-2022 budget.

G. **CONSIDERATION OF ORDINANCE NO. 8047**:
(Contact: Andrew Freeman, Assistant City Manager)

This item is the second and final reading of an ordinance amending the municipal code of the City of Amarillo, adding Chapter 10-5, concerning the authorization of the City Marshal's Office to enforce certain health and safety, code enforcement, and building safety regulations; and amending various portions of the applicable code.

H. **CONSIDERATION OF ORDINANCE NO. 8048**:
(Contact: Anthony Spanel, Environmental Health Director)

This item is the second and final reading to consider an ordinance revising Chapter 8-5, Article IV, Section 8-5-18 of the Amarillo Municipal Code. This revision will provide an exemption to a mandatory Certified Food Manager requirement set forth in the 2021 Texas Food Establishment Rules and the 2017 Food and Drug Administration Food Code.

I. **CONSIDERATION OF RESOLUTION NO. 02-21-23-1**:
(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution suspending Southwestern Public Service Company's (SPS) proposed effective date in connection with its Statement of Intent submitted on about February 8, 2023. SPS Filed a Statement of Intent to increase its base revenues for its Texas retail service area by approximately $148.5 million, which is an increase in base revenue of about 23%.

J. **CONSIDER APPROVAL – EMERGENCY RENTAL OF BELT PRESS AND OPERATOR**:
(Contact: John Collins, Director of Utilities)
Award to: WBI Inc. - $239,700.00

This item considers an emergency rental agreement for belt press and digestor improvements, including an operator, for 12 months to ensure continuous compliance with Texas Commission on Environmental Quality (TCEQ) guidelines at the Hollywood Road Wastewater Treatment Plant.

K. **CONSIDER AWARD – TOPPING OFF MOTOR FUEL ANNUAL CONTRACT**:
(Contact: Trae Kepley, Director of Purchasing)
Award to: Davidson Oil - $925,745.32

This item considers an annual contract to provide topping off fuel service for various fuel tanks maintained in various City departments.

L. **CONSIDER APPROVAL – CHANGE ORDER NO. 2 TO THE ARDEN ROAD PAVING, DRAINAGE AND POTABLE WATER PROJECT**:
(Contact: Kyle Schniederjan, Capital Projects and Development Engineering Director)
Award to: Williams Ditching, LLC

Original award:	$5,085,174.39

DRAFT

Previous change orders:	$ 90,992.53
Current Change Order No. 2	$ (265,951.38)
Total award:	$4,910,215.54

This item considers Change Order No. 2 to the Arden Road Paving, Drainage and Potable Water Project, including changes to the design and construction of the storm drain system and price adjustments for hot mix asphalt. This item is funded through Proposition 1 voter approved bond proceeds and drainage assessment revenues.

M. **CONSIDER AWARD – NFPA 1971 COMPLIANT FIRE GARMENTS ANNUAL CONTRACT**:
(Contact: Brandon Mason, Deputy Fire Chief)
Award to: DACO Fire Equipment - $439,880.00

This item considers an annual contract to provide NFPA-1971-compliant firefighting protective gear including coats, pants, helmets, hoods, gloves and boots.

N. **CONSIDER AWARD – FIRE TRUCK OEM PARTS ANNUAL SUPPLY AGREEMENT**:
(Contact: Brandon Mason, Deputy Fire Chief)
Award to: Lone Star Emergency Group – Not to exceed $190,000.00

This item considers an annual supply agreement to purchase OEM parts to be used by Amarillo Fire Department in multiple types of Ferrara apparatus repairs.

O. **CONSIDER APPROVAL – PROPERTY LEASE BETWEEN THE CITY OF AMARILLO AND AVIS BUDGET CAR RENTAL, LLC**:
(Contact: Michael W. Conner, Director of Aviation)

This item considers a property lease between the City of Amarillo and Avis Budget Car Rental, LLC. for the lease of 47,173.26 sq. ft. of land, a two-story office/service building, covered parking canopies, and an auxiliary storage shed at the Airport. The agreement is for an initial five-year term with five additional one-year options to renew.

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

ITEM 3 – NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson introduced an ordinance converting two sergeant positions to two officer positions at the Amarillo Police Department by Mayor Pro Tem Powell, seconded by Councilmember Stanley.

ORDINANCE NO. 8049
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, CONVERTING TWO SERGEANT POSITIONS TO TWO OFFICER POSITIONS AT THE AMARILLO POLICE DEPARTMENT; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

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

Mayor Nelson adjourned the Regular Meeting at 3:47 p.m.

DRAFT

ATTEST:

Stephanie Coggins, City Secretary	Ginger Nelson, Mayor

DRAFT

ITEM 2B

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	**Council Priority**	Public Safety
Department	Amarillo Police Department		
Contact	Jimmy Johnson, Assistant Chief		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8049

This item is the second and final reading to consider an ordinance converting two sergeant positions to two officer positions at the Amarillo Police Department.

Agenda Item Summary

The ordinance supports the department strategy of reducing the number of sergeant positions by attrition and increasing the number of officer positions. The resulting changes will make the total authorized sergeants at 72 and officers at 201. Total police sworn positions will still be 376.

Requested Action

Approve the ordinance converting two (2) sergeant positions to two (2) officer positions.

Funding Summary

This adjustment will create a budget savings.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the ordinance, authorizing the Chief of Police to make the appropriate staffing adjustments.

ORDINANCE NO. 8049

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, CONVERTING TWO SERGEANT POSITIONS TO TWO OFFICER POSITIONS AT THE AMARILLO POLICE DEPARTMENT; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Chief of Police recommends that two (2) sergeant positions be converted to two (2) police officer positions in support of the department's staffing strategy to reduce the number of sergeants and increase the number of police officers.

WHEREAS, the Amarillo City Council finds that the conversion of two sergeant positions to officer positions in these circumstances enhances the efficiency of operations of the Amarillo Police Department, promotes public safety, and is to the betterment of municipal service.

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

SECTION 1. That in accordance with the annual personnel budget for the City, two (2) sergeant positions be converted to two (2) police officer positions thereby keeping the number of sworn positions at three hundred seventy-six (376).

SECTION 2. That all ordinances, resolutions, and appropriations for which provisions have heretofore been made are hereby expressly repealed to the extent of any conflict with the provisions of this ordinance.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 21st day of February, 2023; and PASSED on Second and Final Reading the 14th day of March, 2023.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____
Bryan McWilliams, City Attorney

DRAFT

ITEM 2C

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 14, 2023	**Council Priority**	Civic Pride
Department	Public Health		
Contact	Casie Stoughton, Public Health Director		

Agenda Caption

CONSIDER ACCEPTANCE – INFECTIOUS DISEASE SURVEILLANCE (IDCU/SUR) GRANT:
Grantor: Texas Department of State Health Services
Grant Amount: $169,208.00

This item considers acceptance of an award from the Texas Department of State Health Services from September 1, 2023 thru August 31, 2025 to continue funding for Infectious Disease Surveillance in the Public Health Department

Agenda Item Summary

Contractor shall continue Infectious Disease Surveillance activities. These activities include epidemiologic surveillance, including both active and passive of notifiable conditions and unusual expressions of disease in Potter and Randall Counties, the jurisdiction of the Amarillo Area Public Health District.

Requested Action

Accept grant award.

Funding Summary

Funding provided by the Texas Department of State Health Services.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommend acceptance of this grant.

ITEM 2D

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 14, 2023	**Council Priority**	Public Safety
Department	Public Health		
Contact	Casie Stoughton, Public Health Director		

Agenda Caption

CONSIDER ACCEPTANCE – RLSS-LOCAL PUBLIC HEALTH SERVICES GRANT
Grantor: Texas Department of State Health Services
Grant Amount: $223,488.00

This item considers acceptance of an award from the Texas Department of State Health Services from September 1, 2023 thru August 31, 2025 to continue funding for maternal child health programming.

Agenda Item Summary

Contractor shall continue the RLSS-Regional and Local Services Grant. This grant provides for the Safe Kids Program Manager, focusing on the prevention of unintentional childhood injuries and leading the maternal child health team.

Requested Action

Accept grant award.

Funding Summary

Funding provided by the Texas Department of State Health Services.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommend acceptance of this grant.

ITEM 2E

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	**Council Priority**	Economic Development & Redevelopment
Department	Development Services		
Contact	Justin Oppel, Development Customer Service Coordinator		

Agenda Caption

CONSIDER APPROVAL – CHANGE ORDER NO. 3 FOR PHASE II OF THE IMPROVEMENTS FOR HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT:

Bid 7106 - Heritage Hills Public Improvement District (PID) Change Order 3:

- Two (2) Meters and two (2) Water Taps
- Bond Cost @ 2%

Original Contract Total: $595,313.00

Change Order 1:	$ 7,545.89	(Purchasing Director approved on 6/13/2022)
Change Order 2:	$ 35,898.24	(Purchasing Director approved on 6/13/2022)
Change Order 3	$ 11,699.40	(Proposed)

Revised Contract Total: $650,456.53

Agenda Item Summary

This item considers approval of Change Order No. 3 for Phase II of the Improvements for Heritage Hills Public Improvement District (PID) to add two additional meters and water taps. This item will be funded solely by revenues assessed from property owners in the Heritage Hills PID.

Requested Action

Approval and authorization for City Manager to execute agreement.

Funding Summary

Funding for this service will be solely funded by Heritage Hills PID assessment revenue. The City of Amarillo will not be responsible for any funding related to these services.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval.

ITEM 2F

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	Council Priority	Development-Quality of Life

Department	Development Services

Agenda Caption

Consider and award Bid No. 7413 Heritage Hills Public Improvement District for Phase III Improvements To Tri-State Contracting Group for the amount of $1,184,380.00.

Agenda Item Summary

This item is to consider award of the construction contract related to Heritage Hills Public Improvement District (PID) Phase III improvements for the Heritage Hills subdivision. Improvements include plantings and signage, landscaping/sod, lighting, within the subdivision along the third phase of Heritage Hills Pkwy, Tradition Pkwy, and Legacy Pkwy. All improvements will be constructed to applicable City of Amarillo standards.

Requested Action

Consider approval and award to Tri-State Contracting Group for $1,184,380.00.

Funding Summary

Although funding for this project will ultimately be funded by PID assessment revenue, immediate funding for this construction project will be provided directly by the developer of the Heritage Hills subdivision with the Heritage Hills PID reimbursing the developer at a date to be determined. The City of Amarillo will not be responsible for any funding of this project.

Community Engagement Summary

The overall project and recommended bid was presented to the Heritage Hills Public Improvement District Advisory Board for review and comment at a public meeting on February 28, 2023. There were no negative comments or concerns provided by the Board, and the Board voted unanimously to approve the recommendation to award this bid.

Staff Recommendation

Development Services Staff is recommending approval and award of the recommended bid.

Bid No. 7413 HERITAGE HILLS PUBLIC IMPROVEMENTS DISTRICT PHASE THREE IMPROVEMENTS
Opened 4:00 p.m., January 26, 2023

To be awarded as one lot		TRI-STATE GENERAL CONTRACTING GROUP INC		PLAINS BUILDERS INC	
Line 1 Furnish all necessary superintendence, labor, materials, tools, equipment, machinery and apparatus, and whatever else may be necessary to complete all the work covered by this Proposal within the time stated, per specifications					
1	ea				
	Unit Price	$1,184,380.000		$1,654,295.000	
	Extended Price		1,184,380.00		1,654,295.00
	Bid Total		$1,184,380.00		$1,654,295.00

ITEM 2G

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	**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 Rear Loader Refuse Truck.

Award to: Houston Freightliner $250,751.00
Utilizing HGAC Contract HT06-20

Agenda Item Summary

Scheduled replacement of units 7811, 2014 IHC Rear Loader. Equipment used by the Solid Waste Collection Division for daily operational requirements. Unit has reached its useable life cycle including life cycle life costing due to needed major repairs.

Requested Action

Recommend purchase for 2023 Freightliner with Heil Rear Loader Refuse Truck.
This purchase will be on HGAC contract #HT06-20. Contract assures discounted governmental pricing and quicker delivery schedules, uniformity of fleet to assist in maintenance and operations training. Contract purchase allows for best value evaluation and vendor support. Vendor has vehicle in stock, 3 month delivery schedule.

Funding Summary

Funding for this purchase will be from 61120.84100 Fleet Services Auto Rolling Stock & Equipment.

Community Engagement Summary

N/A

Staff Recommendation

Staff Recommends Council approval of purchase.

Bid No. 7485 Purchase of rear loader refue truck
Opened 4:00 p.m., February 14,2023

To be awarded as one lot	Houston Freightliner	
Class 8 trucks 64000 GVWR truck with rear load refuse body		
1 ea		
Unit Price	$242,126.000	
Extended Price		242,126.00
HGAC Contract HT06-20		
1 ea		
Unit Price	$1,500.000	
Extended Price		1,500.00
Freight destination charge		
1 ea		
Unit Price	$3,375.000	
Extended Price		3,375.00
MY24/CY23 pricing surcharge		
1 ea		
Unit Price	$3,750.000	
Extended Price		3,750.00
Bid Total		250,751.00
Award by Vendor		
City		

ITEM 2H

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	**Council Priority**	Public Safety
Department	Amarillo Police Department		
Contact	Martin Birkenfeld		

Agenda Caption

Award of Police & Airport Police Uniform -Supply Agreement for the Amarillo Police Department, APD Recruits, and Airport Police.

Agenda Item Summary

Consider Award – Police & Airport Police Uniform - Supply Agreement.

Award to:

Jonah's Enterprises Inc.	**$235,609.96**
TOTAL AWARD	**$235,609.96**

This award consists of Police uniform such as pants, shirts, jackets, outer carriers, etc.

Requested Action

Request Council's approval and award of the Police Leather & Nylon Items-Supply Agreement

Funding Summary

Sufficient funding for this award is available in the Quartermaster Inventory Balance Sheet, Account 1000.15360.

Community Engagement Summary

N/A

Staff Recommendation

City Staff recommends approval.

Bid No. 7434 AMARILLO POLICE & AIRPORT POLICE UNIFORMS SUPPLY AGREEMENT
Opened 4:0(0 February 02, 2023

To be awarded as one lot	Johna's Enterprises Inc	
Line 1 Size 2 26, DK Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications		
10 ea		
Unit Price	$53.990	
Extended Price		$ 539.90
Line 2 Size 28, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications		
10 ea		
Unit Price	$53.990	
Extended Price		539.90
Line 3 Size 30, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications		
10 ea		
Unit Price	$53.990	
Extended Price		539.90
Line 4 Size 31, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications		
10 ea		
Unit Price	$53.990	
Extended Price		539.90
Line 5 Size 32, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications		
15 ea		
Unit Price	$53.990	
Extended Price		809.85
Line 6 Size 33, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications		
25 ea		
Unit Price	$53.990	
Extended Price		1,349.75
Line 7 Size 34, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications		
25 ea		

Unit Price	$53.990	
Extended Price		1,349.75

Line 8 Size 35, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications

25 ea		
Unit Price	$53.990	
Extended Price		1,349.75

Line 9 Size 36, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications

30 ea		
Unit Price	$53.990	
Extended Price		1,619.70

Line 10 Size 37, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications

15 ea		
Unit Price	$53.990	
Extended Price		809.85

Line 11 Size 38, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications

20 ea		
Unit Price	$53.990	
Extended Price		1,079.80

Line 12 Size 40, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications

10 ea		
Unit Price	$53.990	
Extended Price		539.90

Line 13 Size 42, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications

10 ea		
Unit Price	$53.990	
Extended Price		539.90

Line 14 Size 44, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications

10 ea		
Unit Price	$59.390	
Extended Price		593.90

Line 15 Size 46, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications

10	ea		
	Unit Price	$59.390	
	Extended Price		593.90

Line 16 Size 48, Dk Navy, 4-pkt pant w/1" Tuxedo Stripe, per specifications

6	ea		
	Unit Price	$59.390	
	Extended Price		356.34

Line 17 Size 14/14.5 SS Shirt, Dk Navy, per specifications

25	ea		
	Unit Price	$80.990	
	Extended Price		2,024.75

Line 18 Size 15/15.5 SS Shirt, Dk Navy, per specifications

35	ea		
	Unit Price	$80.990	
	Extended Price		2,834.65

Line 19 Size 16/16.5 SS Shirt, Dk Navy, per specifications

35	ea		
	Unit Price	$80.990	
	Extended Price		2,834.65

Line 20 Size 17/17.5 SS Shirt, Dk Navy, per specifications

25	ea		
	Unit Price	$80.990	
	Extended Price		2,024.75

Line 21 Size 18/18.5 SS Shirt, Dk Navy, per specifications

20	ea		
	Unit Price	$80.990	
	Extended Price		1,619.80

Line 22 Size 19/19.5 SS Shirt, Dk Navy, per specifications

10	ea		

Unit Price	$97.190	
Extended Price		971.90

Line 23 Size 20 SS Shirt, Dk Navy, per specifications

3 ea		
Unit Price	$105.290	
Extended Price		315.87

Line 24 Size 14.5X32/33 Long Sleeve Shirt, Dk Navy, per specifications

15 ea		
Unit Price	$94.490	
Extended Price		1,417.35

Line 25 Size 14.5X34/35 Long Sleeve Shirt, Dk Navy, per specifications

15 ea		
Unit Price	$94.490	
Extended Price		1,417.35

Line 26 Size 15X32/33 Long Sleeve Shirt, Dk Navy, per specifications

10 ea		
Unit Price	$94.490	
Extended Price		944.90

Line 27 Size 15X34/35 Long Sleeve Shirt, Dk Navy, per specifications

20 ea		
Unit Price	$94.490	
Extended Price		1,889.80

Line 28 Size 15X36/37 Long Sleeve Shirt, Dk Navy, per specifications

15 ea		
Unit Price	$94.490	
Extended Price		1,417.35

Line 29 Size 15.5X32/33 Long Sleeve Shirt, Dk Navy, per specifications

6 ea		
Unit Price	$94.490	
Extended Price		566.94

Line 30 Size 15.5X34/35 Long Sleeve Shirt, Dk Navy, per specifications

20	ea		
	Unit Price	$94.490	
	Extended Price		1,889.80

Line 31 Size 15.5X36/37 Long Sleeve Shirt, Dk Navy, per specifications

12	ea		
	Unit Price	$94.490	
	Extended Price		1,133.88

Line 32 Size 16X32/33 Long Sleeve Shirt, Dk Navy, per specifications

20	ea		
	Unit Price	$94.490	
	Extended Price		1,889.80

Line 33 Size 16X34/35 Long Sleeve Shirt, Dk Navy, per specifications

25	ea		
	Unit Price	$94.490	
	Extended Price		2,362.25

Line 34 Size 16X36/37 Long Sleeve Shirt, Dk Navy, per specifications

20	ea		
	Unit Price	$94.490	
	Extended Price		1,889.80

Line 35 Size 16.5X32/33 Long Sleeve Shirt, Dk Navy, per specifications

6	ea		
	Unit Price	$94.490	
	Extended Price		566.94

Line 36 Size 16.5X34/35 Long Sleeve Shirt, Dk Navy, per specifications

15	ea		
	Unit Price	$94.490	
	Extended Price		1,417.35

Line 37 Size 16.5X36/37 Long Sleeve Shirt, Dk Navy, per specifications

18 ea

Unit Price $94.490
Extended Price 1,700.82

Line 38 Size 17X32/33 Long Sleeve Shirt,
Dk Navy, per specifications
6 ea
Unit Price $94.490
Extended Price 566.94

Line 38 Size 16X38/39 Long Sleeve Shirt,

6 ea
Unit Price $94.490
Extended Price 566.94

Line 39 Size 17X34/35 Long Sleeve Shirt,

15 ea
Unit Price $94.490
Extended Price 1,417.35

Line 40 Size 17X36/37 Long Sleeve Shirt,

15 ea
Unit Price $94.490
Extended Price 1,417.35

Line 41 Size 17X38/39 Long Sleeve Shirt,

6 ea
Unit Price $94.490
Extended Price 566.94

Line 42 Size 17.5X32/33 Long Sleeve

10 ea
Unit Price $94.490
Extended Price 944.90

Line 43 Size 17.5X34/35 Long Sleeve

10 ea
Unit Price $94.490
Extended Price 944.90

Line 44 Size 17.5X36/37 Long Sleeve

6 ea
Unit Price $94.490
Extended Price 566.94

Line 45 Size 17.5X38/39 Long Sleeve

6 ea
Unit Price $94.490
Extended Price 566.94

Line 46 Size 18X32/33 Long Sleeve Shirt,

10 ea
Unit Price $94.490
Extended Price 944.90

Line 47 Size 18X34/35 Long Sleeve Shirt,

10 ea
Unit Price $94.490
Extended Price 944.90

Line 48 Size 18X36/37 Long Sleeve Shirt,

6 ea
Unit Price $94.490
Extended Price 566.94

Line 49 Size 18X38/39 Long Sleeve Shirt,
6 ea
Unit Price $94.490
Extended Price 566.94

Line 50 Size 18.5X32/33 Long Sleeve
Shirt, Dk Navy, per specificarions

10 ea
Unit Price $94.490
Extended Price $ 944.90

Line 51 Size 18.5X34/35 Long Sleeve

10 ea

Unit Price	$94.490	
Extended Price		944.90

Line 52 Size 18.5X36/37 Long Sleeve

6 ea		
Unit Price	$94.490	
Extended Price		566.94

Line 53 Size 18.5X38/39 Long Sleeve

6 ea		
Unit Price	$94.490	
Extended Price		566.94

Line 54 Size 19X34/35 Long sleeve
Shirt, Dk Navy, per specificatioms

3 ea		
Unit Price	$ 94.490	
Extended Price		283.47

Line 55 Size 19X36/37 Long sleeve
Shir, Dk Navy, per specifications

3 ea		
Unit Price	$ 94.490	
Extended Price		283.47

Line 56 Size 19.5X34/35 Long Sleeve

3 ea		
Unit Price	$94.490	
Extended Price		283.47

Line 57 Size 19.5X36/37 Long Sleeve

3 ea		
Unit Price	$94.490	
Extended Price		283.47

Line 58 Size 20X36/37 Long Sleeve
Shirt, DK Navy

3 ea		
Unit Price	$ 94.490	
Extended Price		283.47

Line 59 Size 20X38/39 LS Shirt, Dk

Navy, Blauers LS Shirt Model No 8450
Includes sewing of patches

3	ea		
	Unit Price	$ 94.490	
	Extended Price		283.47

Line 60 Size 20.5X38/39 LS Shirt
Dk, Navy

3	ea		
	Unit Price	$ 94.490	
	Extended Price		283.47

Line 61 Neck Tie, Navy, Clip Style, per

70	ea		
	Unit Price	$10.000	
	Extended Price		700.00

Line 62 Keystone Hat Size 6 1/2, Dk Navy,

2	ea		
	Unit Price	$152.990	
	Extended Price		305.98

Line 63 Keystone Hat Size 6 3/4, Dk Navy,

2	ea		
	Unit Price	$152.990	
	Extended Price		305.98

Line 64 Keystone Hat Size 6 7/8, Dk Navy,

5	ea		
	Unit Price	$152.990	
	Extended Price		764.95

Line 65 Keystone Hat Size 7, Dk Navy, per

3	ea		
	Unit Price	$152.990	
	Extended Price		458.97

Line 66 Keystone Hat Size 7 1/8, Dk Navy,

3 ea
Unit Price $152.990
Extended Price 458.97

Line 67 Keystone Hat Size 7 1/4, Dk Navy,

4 ea
Unit Price $152.990
Extended Price 611.96

Line 68 Keystone Hat Size 7 3/8, Dk Navy,

3 ea
Unit Price $152.990
Extended Price 458.97

Line 69 Keystone Hat Size 7 1/2, Dk Navy,

5 ea
Unit Price $152.990
Extended Price 764.95

Line 70 Keystone Hat Size 7 5/8, Dk Navy,

4 ea
Unit Price $152.990
Extended Price 611.96

Line 71 Keystone Hat Size 7 3/4, Dk Navy,

1 ea
Unit Price $152.990
Extended Price 152.99

Line 72 160 Skull Cap, Black 1/2"

70 ea
Unit Price $25.190
Extended Price 1,763.30

Line 73 Size 2, Dk Navy, 4-pkt Pant w/1"

6 ea

Unit Price	$94.490	
Extended Price		566.94

Line 74 Size 4, Dk Navy, 4-pkt Pant w/1"

12 ea		
Unit Price	$94.490	
Extended Price		1,133.88

Line 75 Size 6, Dk Navy, 4-pkt Pant w/1"

12 ea		
Unit Price	$94.490	
Extended Price		1,133.88

Line 76 Size 8, Dk Navy, 4-pkt Pant w/1"

12 ea		
Unit Price	$94.490	
Extended Price		1,133.88

Line 77 Size 10, Dk Navy, 4-pkt Pant w/1"

12 ea		
Unit Price	$94.490	
Extended Price		1,133.88

Line 78 Size 12, Dk Navy, 4-pkt Pant w/1"

20 ea		
Unit Price	$94.490	
Extended Price		1,889.80

Line 79 Size 14, Dk Navy, 4-pkt Pant w/1"

15 ea		
Unit Price	$94.490	
Extended Price		1,417.35

Line 80 Size 16, Dk Navy, 4-pkt Pant w/1"

12 ea		
Unit Price	$94.490	
Extended Price		1,133.88

Line 81 Size 30, Dk Navy, SS Shirt per

specifications

10
Unit Price $94.490
Extended Price 944.90

Line 82 Size 34, Dk Navy, SS Shirt, per

12 ea
Unit Price $80.990
Extended Price 971.88

Line 83 Size 32, Dk Navy, SS Shirt, per

12 ea
Unit Price $80.990
Extended Price 971.88

Line 84 Size 38, Dk Navy, SS Shirt, per

6 ea
Unit Price $80.990
Extended Price 485.94

Line 85 Size 36, Dk Navy, SS Shirt, per

6 ea
Unit Price $80.990
Extended Price 485.94

Line 86 Size 40, Dk Navy, SS Shirt, per

6 ea
Unit Price $80.990
Extended Price 485.94

Line 87 Size 42, Dk Navy, SS Shirt, per

6 ea
Unit Price $80.990
Extended Price 485.94

Line 89 Size 34, Dk Navy, per

10 ea

Unit Price $80.990
Extended Price 809.90

Line 90 Size 30, Dk Navy, LS Shirt, per

10 ea
Unit Price $80.990
Extended Price 809.90

Line 91 Size 36, Dk Navy, LS Shirt, per

6 ea
Unit Price $80.990
Extended Price 485.94

Line 92 Size 32, Dk Navy, LS Shirt, per

6 ea
Unit Price $80.990
Extended Price 485.94

Line 93 Size 38, Dk Navy, LS Shirt, per

6 ea
Unit Price $80.990
Extended Price 485.94

Line 94 Size 40, Dk Navy, LS Shirt, per

6 ea
Unit Price $80.990
Extended Price 485.94

Line 95 Size 42, Dk Navy, LS Shirt, per
6 ea
Unit Price $80.990
Extended Price 485.94

Line 96 Small Liner Jacket Navy WP
10
Unit Price $156.260
Extended Price 1,562.40

Line 97 Small Jacket w/Fleece Liner
10

Unit Price	$218.150	
Extended Price		2,181.50

Line 98 Medium Liner Jacket Navy WP

15		
Unit Price	$156.240	
Extended Price		2,343.60

Line 99 Medium Jacket w/Fleece

15		
Unit Price	$218.150	
Extended Price		3,272.25

Line 100 Large Liner Jacket Navy WP

15		
Unit Price	$156.240	
Extended Price		2,343.60

Line 101 Large Jacket w/Fleece Liner

15		
Unit Price	$218.150	
Extended Price		3,272.25

Line 102 XLG Jacket W/Liner

15		
Unit Price	156.240	
Extended Price		2343.60

Line 103 XLG Jacket w/Fleece Liner

15		
Unit Price	218.150	
Extended Price		3272.25

Line 104 2 XLG Jacket w/Liner WP

10		
Unit Price	156.240	
Extended Price		1562.40

Line 105 XX Large Jacket w/Fleece Liner

10		
Unit Price	218.150	
Extended Price		2181.50

Line 106 3XLG Jacket w/Liner Navy WP

10		

	Unit Price	156.240	
	Extended Price		1562.40

Line 107 XXX LG Jacket W/Fleece Liner

10			
	Unit Price	218.150	
	Extended Price		2181.50

Line 108 Traffic Vest Breakway Style, per

50	ea		
	Unit Price	$70.190	
	Extended Price		3,509.50

Line 109 Cargo, Size 26 Unfinished Hem, Dk Navy, per specifications

6			
	Unit Price	107.990	
	Extended Price		647.94

Line 110 Cargo , Size 28 Unfinished Hem,

6	ea		
	Unit Price	$107.990	
	Extended Price		647.94

Line 110 Cargo , Size 30 Unfinished Hem,

12	ea		
	Unit Price	$107.990	
	Extended Price		1,295.88

Line 111 Cargo , Size 31 Unfinished Hem,

18	ea		
	Unit Price	$107.990	
	Extended Price		1,943.82

Line 112 Cargo , Size 32 Unfinished Hem,

30	ea		
	Unit Price	$107.990	
	Extended Price		3,239.70

Line 113 Cargo , Size 33 Unfinished Hem,

25 ea
Unit Price $107.990
Extended Price 2,699.75

Line 114 Cargo , Size 34 Unfinished Hem,

40 ea
Unit Price $107.990
Extended Price 4,319.60

Line 115 Cargo , Size 35 Unfinished Hem,

30 ea
Unit Price $107.990
Extended Price 3,239.70

Line 116 Cargo , Size 36 Unfinished Hem,

30 ea
Unit Price $107.990
Extended Price 3,239.70

Line 117 Cargo , Size 37 Unfinished Hem,

30 ea
Unit Price $107.990
Extended Price 3,239.70

Line 118 Cargo , Size 38 Unfinished Hem,

30 ea
Unit Price $107.990
Extended Price 3,239.70

Line 119 Cargo , Size 40 Unfinished Hem,

30 ea
Unit Price $107.990
Extended Price 3,239.70

Line 120 Cargo , Size 42 Unfinished Hem,
12 ea

Unit Price	$107.990	
Extended Price		1,295.88

line 121 Cargo Size 44 unfinished
Hem Dk Navy, per specifications

6		
Unit Price	$107.990	
Extended Price		647.94

Line 122 Cargo , Size 46 Unfinished Hem,

6 ea		
Unit Price	$107.990	
Extended Price		647.94

Line 123 Cargo , Size 48 Unfinished Hem,

6 ea		
Unit Price	$107.990	
Extended Price		647.94

Line 124 Cargo , Size 0 Unfinished Hem,

12 ea		
Unit Price	$107.990	
Extended Price		1,295.88

Line 125 Cargo , Size 4 Unfinished Hem,

12 ea		
Unit Price	$107.990	
Extended Price		1,295.88

Line 126 Cargo , Size 6 Unfinished Hem,

12 ea		
Unit Price	$107.990	
Extended Price		1,295.88

Line 127 Cargo , Size 2 Unfinished Hem,

12 ea		
Unit Price	$107.990	
Extended Price		1,295.88

Line 128 Cargo , Size 8 Unfinished Hem,

20 ea		
Unit Price	$107.990	
Extended Price		2,159.80

Line 129 Cargo , Size 10 Unfinished Hem,

15 ea		
Unit Price	$107.990	
Extended Price		1,619.85

Line 130 Cargo , Size 12 Unfinished Hem,

15 ea		
Unit Price	$107.990	
Extended Price		1,619.85

Line 131 Cargo , Size 14 Unfinished Hem,

12 ea		
Unit Price	$107.990	
Extended Price		1,295.88

Line 132 Cargo , Size 16 Unfinished Hem,

6 ea		
Unit Price	$107.990	
Extended Price		647.94

Line 133 Cargo , Size 18 Unfinished Hem,

6 ea		
Unit Price	$107.990	
Extended Price		647.94

Line 134 Cargo , Size 20 Unfinished Hem,

6 ea		
Unit Price	$107.990	
Extended Price		647.94

Line 135 Armorskin Carrier Poly-wool
Navy Small Short

25

Unit Price	$107.990	
Extended Price		2,699.75

Line 136 Armorskin Carrier Poly-Wool

25 ea

Unit Price	$107.990	
Extended Price		2,699.75

Line 137 Armorskin Carrier Poly-Wool
Navy, Medium, per specifications srt

25

Unit Price	$107.990	
Extended Price		2,699.75

Line 138 Armorskin Carrier Poly-Wool

25 ea

Unit Price	$107.990	
Extended Price		2,699.75

Line 139 Armorskin Carrier Poly-Wool
Navy Med-Tall, per specifications

25

Unit Price	$107.990	
Extended Price		2,699.75

Line 140 Armorskin Carrier Poly-Wool

25 ea

Unit Price	$107.990	
Extended Price		2,699.75

Line 141 Armorskin Carrier Poly-Wool
Large-Tall, per specifications

25 ea

Unit Price	$107.990	
Extended Price		2,699.75

Line 142 Armorskin Carrier Poly-Wool

15 ea

Unit Price	$107.990	
Extended Price		1,619.85

Line 143 Armorskin Carrier Poly-Wool

Navy X-Large-Tall, per specifications

15	ea		
	Unit Price	$107.990	
	Extended Price		$ 1,619.85

Line 144 Armorskin Carrier Poly-Wool

15	ea		
	Unit Price	$107.990	
	Extended Price		1,619.85

Line 145 Armorskin Carrier Poly-Wool
Navy 2X-Lar| #NAME?

15	ea		
	Unit Price	$107.990	
	Extended Price		1619.85

Line 146 Base Shirt Small DK Navy SS

40	ea		
	Unit Price	$58.490	
	Extended Price		2,339.60

Line 147 Base Shirt Small DK Navy SS
Shirt Women Per specifications

20	ea		
	Unit Price	$58.490	
	Extended Price		1,169.80

Line 148 Base Shirt Medium DK Navy SS

40	ea		
	Unit Price	$58.490	
	Extended Price		2,339.60

Line 149 Base Shirt Medium DK Navy
SS Shirt Womens per specification

20	ea		
	Unit Price	$58.490	
	Extended Price		1,169.80

Line 150 Base Shirt Large DK Navy SS

40 ea

Unit Price	$58.490	
Extended Price		2,339.60

Line 151 Base Shirt Large DK Navy SS

Womens Shirt, per specifications

20 ea

Unit Price	$58.490	
Extended Price		$ 1,169.80

Line 152 Base Shirt XLRG-tTall DK Navy SS

15 ea

Unit Price	$58.490	
Extended Price		877.35

Line 153 Base Shirt SS Shirt2 X-Large Tall

15 ea

Unit Price	$64.340	
Extended Price		965.10

Line 154 Base Shirt 2XLRG Dk Navy SS

15 ea

Unit Price	$64.340	
Extended Price		965.10

Line 155 Base Shirt Small DK Navy LS

30 ea

Unit Price	$67.490	
Extended Price		2,024.70

Line 156 Base Shirt Medium DK Navy LS

30 ea

Unit Price	$67.490	
Extended Price		2,024.70

Line 157 Base Shirt LG DK Navy LS Shirt,

30 ea

Unit Price	$67.490	
Extended Price		2,024.70

Line 158 Base Shirt LG DK Navy LS Shirt,
30 ea

Unit Price	$67.490	
Extended Price		2,024.70

Line 159 Base Shirt LS Shirt Large Tall
10 ea

Unit Price	$74.240	
Extended Price		742.40

Line 160 Base Shirt XL DK Navy LS Shirt,
10 ea

Unit Price	$67.490	
Extended Price		674.90

Line 161 Base Shirt LS Shirt X-Large Tall
10 ea

Unit Price	$67.490	
Extended Price		674.90

Line 162 Base Shirt 2XL DK Navy LS Shirt,
10 ea

Unit Price	$67.490	
Extended Price		674.90

Line 163 Base Shirt LS Shirt, 2X-Large Tall,
10 ea

Unit Price	$67.490	
Extended Price		674.90

Line 164 Base Shirt LS Shirt, Medium Tall,

10 ea

Unit Price	$67.490	
Extended Price		674.90

Line 165 Base Shirt LS Size 30, Navy, per
10 ea

Unit Price	$67.490	
Extended Price		674.90

Line 166 Armor Skin Polywool NB XS
15 ea

Unit Price	$107.990	
Extended Price		1,619.85

Line 167 Armor Skin Polywool NB XS
Reg per specifications
15 ea

Unit Price	$107.990	
Extended Price		1,619.85

Line 168 Base Shirt LS Shirt, 2X-Large Tall,
10 ea

Unit Price	$67.490	
Extended Price		674.90

Line 169 Base Shirt LS Shirt, Medium Tall,
10 ea

Unit Price	$67.490	
Extended Price		674.90

Line 170 Base Shirt LS Size 30, Navy, per
10 ea

Unit Price	$67.490	
Extended Price		674.90

Line 171 Base Shirt LS Size 30, Navy, per
10 ea

Unit Price	$67.490	
Extended Price		674.90

Line 172 Base Shirt LS LTALL, Navy, per
10 ea

Unit Price	$91.110	
Extended Price		911.10

Line 173 Base Shirt LS LTALL, Navy, per			
10	ea		
	Unit Price	$91.110	
	Extended Price		911.10
Line 174 Base Shirt LS LTALL, Navy, per			
10	ea		
	Unit Price	$91.110	
	Extended Price		911.10
Line 175 Base Shirt LS Shirt, 2X-Large Tall,			
10	ea		
	Unit Price	$67.490	
	Extended Price		674.90
Line 176 Base Shirt LS Shirt, Medium Tall,			
10	ea		
	Unit Price	$67.490	
	Extended Price		674.90
Line 177 Base Shirt LS Size 30, Navy, per			
10	ea		
	Unit Price	$67.490	
	Extended Price		674.90
Line 178 Base Shirt LS Size 30, Navy, per			
10	ea		
	Unit Price	$67.490	
	Extended Price		674.90
Line 179 Base Shirt LS LTALL, Navy, per			
10	ea		
	Unit Price	$91.110	
	Extended Price		911.10
Line 180 Base Shirt LS LTALL, Navy, per			
10	ea		
	Unit Price	$91.110	
	Extended Price		911.10
Line 181 Base Shirt LS Shirt Large Tall			
10	ea		
	Unit Price	$74.240	
	Extended Price		742.40
Line 182 Base Shirt LS Shirt Large Tall			

10	ea		
	Unit Price	$74.240	
	Extended Price		742.40

Line 183 Base Shirt LS Shirt Large Tall

10	ea		
	Unit Price	$74.240	
	Extended Price		742.40

Line 184 Base Shirt LS Shirt Large Tall

10	ea		
	Unit Price	$74.240	
	Extended Price		742.40

Line 185 Base Shirt xLS LTALL, Navy, per

10	ea		
	Unit Price	$91.110	
	Extended Price		911.10

Line 186 Base Shirt xLS LTALL, Navy, per

10	ea		
	Unit Price	$91.110	
	Extended Price		911.10

TOTAL BID $ 236,892.43

ITEM 2I

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	**Council Priority**	Public Safety
Department	Amarillo Police Department		
Contact	Martin Birkenfeld		

Agenda Caption

Award of Police Leather & Nylon Items-Supply Agreement for the Amarillo Police Department, APD Recruits, and Airport Police.

Agenda Item Summary

Consider Award – Police Leather & Nylon Items- Supply Agreement.

Award to:	
Proforce Law Enforcement	**$1,290.60**
Primary Arms	**$25,782.50**
Cops Products	**$1,059.80**
Dana Safety	**$2,887.00**
Jonah's Enterprises	**$8,785.90**
GT Distributor	**$59, 976.00**
TOTAL AWARD	**$99,781.80**

This award consists of leather equipment and nylon equipment such as duty belts, handcuff cases, magazine pouches, handgun holsters, etc.

Requested Action

Request Council's approval and award of the Police Leather & Nylon Items-Supply Agreement

Funding Summary

Sufficient funding for this award is available in the Quartermaster Inventory Balance Sheet, Account 1000.15360.

Community Engagement Summary

N/A

Staff Recommendation

City Staff recommends approval.

Bid No. 7432 Police Leather and Nylon Items Supply Agreement
Opened 4:00 p.m., January 26, 2023

To be awarded by line item		Proforce Law Enforcement		Primary Arms		Cops Products		Dana Safety		Jonah's Enterprises		GT Distributor	
Bianchi 7234 nylon duty belt 38-40													
10	ea												
	Unit Price	$0.000		$0.00		$52.990		$0.00		$108.90		$0.00	
	Extended Price		-		-		529.90		-		1,089.00		-
Bianchi 7234 nylon duty belt 36-38													
10	ea												
	Unit Price	$0.000		$0.00		$52.990		$0.00		$108.90		$0.00	
	Extended Price		-		-		529.90		-		1,089.00		-
Safariland mag #77-83-2 Plain blck leather chrome													
40	ea												
	Unit Price	$0.000		$27.17		$44.990		$0.00		$54.90		$31.71	
	Extended Price		-		1,086.80		1,799.60		-		2,196.00		1,268.40
Aker mag/handcuff case pln blck #a519bpru-4													
25	ea												
	Unit Price	$0.000		$0.00		$0.000		$48.40		$63.90		$0.00	
	Extended Price		-		-		-		1,210.00		1,597.50		-
Aker Mag handcuff case plain brown AKER A519BPRU-1													
10	ea												
	Unit Price	$0.000		$0.00		$0.000		$48.40		$63.90		$0.00	
	Extended Price		-		-		-		484.00		639.00		-

To be awarded by line item		Proforce Law Enforcement		Primary Arms		Cops Products		Dana Safety		Jonah's Enterprises		GT Distributor	
Safariland 190-2b handcuffs brass with cover flap													
15	ea												
	Unit Price	$0.000		$26.09		$38.990		$0.00		$46.80		$31.71	
	Extended Price		-		391.35		584.85		-		702.00		475.65
AKER Handcuff case open top PN A 606-BP Plain Black													
50	ea												
	Unit Price	$0.000		$28.00		$0.000		$23.86		$31.50		$0.00	
	Extended Price		-		1,400.00		-		1,193.00		1,575.00		-
Safariland 190-2 handcuff case chrome w/cover flap													
50	ea												
	Unit Price	$0.000		$26.09		$38.990		$0.00		$46.80		$31.71	
	Extended Price		-		1,304.50		1,949.50		-		2,340.00		1,585.50
Gould & Goodrich, P/N H615 CL Flashlight ring double pln blk													
30	ea												
	Unit Price	$7.820		$0.00		$14.990		$7.91		$22.15		$8.90	
	Extended Price		234.60		-		449.70		237.30		664.50		267.00
Bianchi 7926 strion holder plain blk size 1													
60	ea												
	Unit Price	$0.000		$12.05		$19.990		$0.00		$20.03		$13.58	
	Extended Price		-		723.00		1,199.40		-		1,201.80		814.80

To be awarded by line item		Proforce Law Enforcement		Primary Arms		Cops Products		Dana Safety		Jonah's Enterprises		GT Distributor	
Bianchi 7926 polystinger holder pln blk size2													
30	ea												
	Unit Price	$0.000		$12.05		$19.990		$0.00		$16.19		$13.58	
	Extended Price		-		361.50		599.70		-		485.70		407.40
Aker P/N 575-BP, ASR Holder 2 oz can, chrome hardware													
50	ea												
	Unit Price	$0.000		$26.74		$0.000		$27.95		$36.90		$0.00	
	Extended Price		-		1,337.00		-		1,397.50		1,845.00		-
AKER P/N 575-BP ASR HOLDER 2 oz can brass hardware													
25	ea												
	Unit Price	$0.000		$26.74		$0.000		$27.95		$36.90		$0.00	
	Extended Price		-		668.50		-		698.75		922.50		-
Gould goodrich B76 belt keeper brass, plain blk													
100	ea												
	Unit Price	$2.640		$0.00		$0.000		$2.92		$8.07		$3.29	
	Extended Price		264.00		-		-		292.00		807.00		329.00
Gould goodrich B76 belt keeper chrome plain blk													
300	ea												
	Unit Price	$2.640		$0.00		$0.000		$2.92		$8.07		$3.29	
	Extended Price		792.00		-		-		876.00		2,421.00		987.00

To be awarded by line item		Proforce Law Enforcement	Primary Arms	Cops Products	Dana Safety	Jonah's Enterprises	GT Distributor
Polystinger nylon flashlight holder C954							
30	ea						
	Unit Price	$0.000	$14.02	$24.990	$14.66	$17.08	$0.00
	Extended Price	-	420.60	749.70	439.80	512.40	-
Strion nylon flashlight holder A-TAC, C954S							
50	ea						
	Unit Price	$0.000	$14.02	$24.990	$14.66	$17.08	$0.00
	Extended Price	-	701.00	1,249.50	733.00	854.00	-
Bianchi patrol tek model 8007 ASR/OC/Mace spray pouch							
25	ea						
	Unit Price	$0.000	$0.00	$26.990	$0.00	$14.85	$0.00
	Extended Price	-	-	674.75	-	371.25	-
Bianchi 7320 II triple threat II magazine pouch							
30	ea						
	Unit Price	$0.000	$21.34	$31.990	$0.00	$27.63	$23.94
	Extended Price	-	640.20	959.70	-	828.90	718.20
Bianchi 7334 open cuff case open handcuff case bianchi							
60	ea						
	Unit Price	$0.000	$16.17	$27.990	$0.00	$20.93	$18.15
	Extended Price	-	970.20	1,679.40	-	1,255.80	1,089.00

To be awarded by line item		Proforce Law Enforcement	Primary Arms	Cops Products	Dana Safety	Jonah's Enterprises	GT Distributor
Safariland holster 6280 LVL2 nylon finish for glock 17-19							
45	ea						
	Unit Price	$0.000	$0.00	$191.990	$0.00	$187.23	$137.68
	Extended Price	-	-	8,639.55	-	8,425.35	6,195.60
Safariland 6360 holster w/light glock 17,6360-8325-61, gen 5							
45	ea						
	Unit Price	$0.000	$166.29	$214.990	$0.00	$168.30	$165.50
	Extended Price	-	7,483.05	9,674.55	-	7,573.50	7,447.50
Safariland 6360 holster w light glock 17,6360-8325-62 gen5							
45	ea						
	Unit Price	$0.000	$166.29	$214.990	$0.00	$222.08	$165.50
	Extended Price	-	7,483.05	9,674.55	-	9,993.60	7,447.50
Safariland 6360 holster no light glock 17,6360-832-61, gen 5							
15	ea						
	Unit Price	$0.000	$166.29	$199.990	$0.00	$222.08	$165.50
	Extended Price	-	2,494.35	2,999.85	-	3,331.20	2,482.50
Safariland 6360 holster no light glock 17,6360-832-62, gen 5							
15	ea						
	Unit Price	$0.000	$166.29	$199.990	$0.00	$222.08	$165.50
	Extended Price	-	2,494.35	2,999.85	-	3,331.20	2,482.50
Safariland 6360 holster w/light glock 19,6360,2832,61 gen4							
45	ea						
	Unit Price	$0.000	$166.29	$214.990	$0.00	$222.08	$165.50
	Extended Price	-	7,483.05	9,674.55	-	9,993.60	7,447.50

To be awarded by line item		Proforce Law Enforcement	Primary Arms	Cops Products	Dana Safety	Jonah's Enterprises	GT Distributor
Safariland 6360 holster w/light glock 19,6360,2832,62 gen 4							
45	ea						
	Unit Price	$0.000	$166.29	$214.990	$0.00	$222.08	$165.50
	Extended Price	-	7,483.05	9,674.55	-	9,993.60	7,447.50
Safariland 6360 holster w/light glock 19,6360-2832-61, gen5							
45	ea						
	Unit Price	$0.000	$166.29	$214.990	$0.00	$222.08	$165.50
	Extended Price	-	7,483.05	9,674.55	-	9,993.60	7,447.50
Safariland 6360 holster w/light glock 19, 6360-28325-62, gen5							
45	ea						
	Unit Price	$0.000	$166.29	$214.990	$0.00	$222.08	$165.50
	Extended Price	-	7,483.05	9,674.55	-	9,993.60	7,447.50
Safariland 6360 holster no light glock 17-19,6360-83-61, gen4							
15	ea						
	Unit Price	$0.000	$153.65	$199.990	$0.00	$222.08	$155.44
	Extended Price	-	2,304.75	2,999.85	-	3,331.20	2,331.60
Safariland 6360 holster no light glock 17-19, 6360-83-62 gen 4							
15	ea						
	Unit Price	$0.000	$153.65	$199.990	$0.00	$222.08	$155.44
	Extended Price	-	2,304.75	2,999.85	-	3,331.20	2,331.60
Safariland 6280 holster no light glock 17, 6280-83-61, lev II							
15	ea						
	Unit Price	$0.000	$139.50	$191.990	$0.00	$184.73	$137.68
	Extended Price	-	2,092.50	2,879.85	-	2,770.95	2,065.20

To be awarded by line item		Proforce Law Enforcement	Primary Arms	Cops Products	Dana Safety	Jonah's Enterprises	GT Distributor
Safariland 6280 holster no light glock 17,6280-83-62, lev II							
15	ea						
	Unit Price	$0.000	$139.50	$191.990	$0.00	$184.73	$137.68
	Extended Price	-	2,092.50	2,879.85	-	2,770.95	2,065.20
Safariland 200 holster no light glock 17, 200-83-161, 17-19							
15	ea						
	Unit Price	$0.000	$0.00	$0.000	$0.00	$184.73	$0.00
	Extended Price	-	-	-	-	2,770.95	-
Safariland 200 holster no light glock 17 200-83-162-17-19							
15	ea						
	Unit Price	$0.000	$0.00	$0.000	$0.00	$184.73	$0.00
	Extended Price	-	-	-	-	2,770.95	-
Safariland 146 duty belt 26 b border patrol belt w/buckle							
5	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	250.00	414.95	-	405.00	274.40
Safariland 146 duty belt 26 c border patrol belt w/buckle							
15	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	750.00	1,244.85	-	1,215.00	823.20
Safariland 146 duty belt 28 b border patrol belt w/buckle							
5	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	250.00	414.95	-	405.00	274.40

To be awarded by line item		Proforce Law Enforcement	Primary Arms	Cops Products	Dana Safety	Jonah's Enterprises	GT Distributor
Safariland 146 duty belt 28 c border patrol belt w/buckle							
15	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	750.00	1,244.85	-	1,215.00	823.20
Safariland 146 duty belt 30b border patrol belt w/buckle							
5	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	250.00	414.95	-	405.00	274.40
Safariland 146 duty belt 32 b border patrol belt w/buckle							
5	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	250.00	414.95	-	405.00	274.40
Safariland 146 Duty Belt 32C border patrol belt w/buckle							
15	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	750.00	1,244.85	-	1,215.00	823.20
Safariland 146 duty belt 34b border patrol belt w/buckle							
5	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	250.00	414.95	-	405.00	274.40
Safariland 146 duty belt 34c border patrol belt w/buckle							
15	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	750.00	1,244.85	-	1,215.00	823.20

To be awarded by line item		Proforce Law Enforcement	Primary Arms	Cops Products	Dana Safety	Jonah's Enterprises	GT Distributor
Safariland 146 duty belt 36b borader patrol belt w/buckle							
5	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	250.00	414.95	-	405.00	274.40
Safariland 146 duty belt 36c border patrol belt w/buckle							
15	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	750.00	1,244.85	-	1,215.00	823.20
Safariland 146 duty belt 38b border patrol belt w/buckle							
5	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	250.00	414.95	-	405.00	274.40
Safariland 146 duty belt 38c border patrol belt w/buckle							
15	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	750.00	1,244.85	-	1,215.00	823.20
Safariland 146 duty belt 40b border patrol belt w/buckle							
5	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	250.00	414.95	-	405.00	274.40
Safariland 146 duty belt 40c border patrol belt w/buckle							
15	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	750.00	1,244.85	-	1,215.00	823.20

To be awarded by line item		Proforce Law Enforcement	Primary Arms	Cops Products	Dana Safety	Jonah's Enterprises	GT Distributor
Safariland 146 duty belt 42b border patrol belt w/buckle							
5	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	250.00	414.95	-	405.00	274.40
Safariland 146 duty belt 42c border patrol belt w/buckle							
15	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	750.00	1,244.85	-	1,215.00	823.20
Safariland 146 duty belt 44b border patrol belt w/buckle							
5	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	250.00	414.95	-	405.00	274.40
Safariland 146 duty belt 44c border patrol belt w/buckle							
15	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	750.00	1,244.85	-	1,215.00	823.20
Safariland 146 duty belt 46b border patrol belt w/buckle							
5	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$99.00	$54.88
	Extended Price	-	250.00	414.95	-	495.00	274.40
Safariland 146 duty belt 46c border patrol belt w/buckle							
15	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$99.00	$54.88
	Extended Price	-	750.00	1,244.85	-	1,485.00	823.20

To be awarded by line item		Proforce Law Enforcement	Primary Arms	Cops Products	Dana Safety	Jonah's Enterprises	GT Distributor
Safariland under belt 24-26 999 garrison belt w/velcro							
5	ea						
	Unit Price	$0.000	$28.33	$51.990	$0.00	$38.69	$35.98
	Extended Price	-	141.65	259.95	-	193.45	179.90
Safariland under belt 28-32 999 garrison belt w/velcro							
10	ea						
	Unit Price	$0.000	$28.33	$51.990	$0.00	$38.69	$35.98
	Extended Price	-	283.30	519.90	-	386.90	359.80
Safariland under belt 34-38 999 garrisn belt w/velcro							
10	ea						
	Unit Price	$0.000	$29.44	$51.990	$0.00	$38.69	$35.98
	Extended Price	-	294.40	519.90	-	386.90	359.80
Safariland under belt 40-44 999 garrison belt w/velcro							
10	ea						
	Unit Price	$0.000	$30.56	$51.990	$0.00	$38.69	$35.98
	Extended Price	-	305.60	519.90	-	386.90	359.80
Donhume velcro underbelt 26							
5	ea						
	Unit Price	$0.000	$0.00	$0.000	$36.25	$22.95	$0.00
	Extended Price	-	-	-	181.25	114.75	-
Donhume velcro underbelt 28							
10	ea						
	Unit Price	$0.000	$0.00	$0.000	$36.25	$22.95	$0.00
	Extended Price	-	-	-	362.50	229.50	-

To be awarded by line item		Proforce Law Enforcement	Primary Arms	Cops Products	Dana Safety	Jonah's Enterprises	GT Distributor
Donhume velcro underbelt 46							
10	ea						
	Unit Price	$0.000	$0.00	$0.000	$36.25	$22.95	$0.00
	Extended Price	-	-	-	362.50	229.50	-
Bianchi 7234 nylon duty belt 26.28							
10	ea						
	Unit Price	$0.000	$0.00	$52.990	$0.00	$45.98	$0.00
	Extended Price	-	-	529.90	-	459.80	-
Bianchi 7234 nylon duty belt 28-30							
10	ea						
	Unit Price	$0.000	$0.00	$52.990	$0.00	$45.98	$0.00
	Extended Price	-	-	529.90	-	459.80	-
Bianchi 7234 nylon duty belt 30-32							
10	ea						
	Unit Price	$0.000	$0.00	$52.990	$0.00	$45.98	$0.00
	Extended Price	-	-	529.90	-	459.80	-
Bianchi 7234 nyln duty belt 32-34							
10	ea						
	Unit Price	$0.000	$0.00	$52.990	$0.00	$45.98	$0.00
	Extended Price	-	-	529.90	-	459.80	-
Bianchi 7234 nylon duty belt 34-36							
10	ea						
	Unit Price	$0.000	$0.00	$52.990	$0.00	$45.98	$0.00
	Extended Price	-	-	529.90	-	459.80	-

To be awarded by line item		Proforce Law Enforcement	Primary Arms	Cops Products	Dana Safety	Jonah's Enterprises	GT Distributor
Safariland 146 duty belt 30c border patrol belt w/buckle							
15	ea						
	Unit Price	$0.000	$50.00	$82.990	$0.00	$81.00	$54.88
	Extended Price	-	750.00	1,244.85	-	1,215.00	823.20
Safariland magazine 77-83-2b plain blk leather brass							
20	ea						
	Unit Price	$0.000	$27.17	$44.990	$0.00	$54.90	$31.71
	Extended Price	-	543.40	899.80	-	1,098.00	634.20
Shipping & handleing							
1	ea						
	Unit Price	$0.000	$800.25		$0.00	$0.00	$0.00
	Extended Price	-	800.25	-	-	-	-
	Bid Total	1,290.60	82,054.75	121,028.30	8,467.60	137,277.70	86,548.25
	Award by Vendor						
	City						

ITEM 2J

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	**Council Priority**	Public Safety
Department	Amarillo Police Department		
Contact	Chief Martin Birkenfeld		

Agenda Caption

Consider approval of award to ICU Technologies/FUSUS for renewal of video management software lease agreement for year two and three in the amount of $130,000.

Agenda Item Summary

The proposal is for approval of the year two and year three renewals of the core software platform used to integrate internal external video feeds for the Amarillo Regional Crime Center.

Requested Action

Request Council approve the renewals of the ARCC video management platform.

Funding Summary

Funding Account 1610.69300 (Software) year two renewal will be paid in 2023 in the amount of $65,000.00 and year three renewal will be paid in 2024 in the amount of $65,000.00 for a total of $130,000.00

Community Engagement Summary

N/A

Staff Recommendation

City Staff recommends approval.

Bid No. 7232 Fususone SAAS for Amarillo Police Department
Opened 4:00 p.m., February 02,2023

To be awarded as one lot	ICU Technologies Inc	
Year two renewal		
1 ea		
Unit Price	$65,491.140	
Extended Price		65,491.14
Year three renewal		
1 ea		
Unit Price	$65,491.140	
Extended Price		65,491.14
Bid Total		130,982.28
Award by Vendor		
City		

ITEM 2K

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	Council Priority	Public Safety

Department	Information Technology

Agenda Caption

Award – Motorola Solutions Fire Station Alert Systems
Motorola $55,015.24

Agenda Item Summary

This purchase represents a Motorola radios used in conjunction with alerting systems used by all thirteen Amarillo Fire Department locations.

Requested Action

Approval of award to Motorola Solutions in the amount of $55,015.24.

Funding Summary

Funding is available in job account 620079.17400.1040 (AFD Systems)

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 7479 Locution Radios for AFD System
Opened 4:00 p.m., January 31,2023

To be awarded as one lot		Motorola Solutions
M36URS9PW1BN APX1500 Enhanced 7/800 Mhz Mobile specs as per quote 1671604		
1 ea		
Unit Price	$3,894.660	
Extended Price		54,525.24
LSV00Q01073A Device miscellaneous parts, equipment specs as per quote 1671604		
1 ea		
Unit Price	$35.000	
Extended Price		490.00
Bid Total		55,015.24

Award by Vendor

City

ITEM 2L

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	Council Priority	Excellence in Communication

Department	Information Technology

Agenda Caption

Award – Granicus GovAccess Maintenance and Support Renewal
Granicus - $50,455.66

Agenda Item Summary

This purchase represents an annual support and maintenance renewal for Granicus GovAccess. The City of Amarillo uses these services to provide information for both intranet and internet City webpages.

Requested Action

Award to Granicus, in the amount of $50,455.66.

Funding Summary

Funding is available in account 62021.69300.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

ITEM 2M

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner – Director of Aviation		

Agenda Caption

CONSIDER: Award purchase of Airport mowing tractor and mowing deck for airside mowing operations required per FAA.
Total Bid amount to be awarded to Western Equipment in Amarillo - $110,578.93.

Agenda Item Summary

This item includes the purchase of a John Deere 6120E Tractor and a John Deere FC15M Flex Wing Rotary Cutter. Equipment will be used to support airside mowing operations per FAA requirements.

Requested Action

Please approve the John Deere request provided by Western Equipment.

Funding Summary

The John Deere equipment will be purchased utilizing fy22/23 approved CIP funds and purchased utilizing TX BuyBoard 611-20 (PG 67 CG 70)

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of both the John Deere tractor and associated mowing deck. This purchase is to ensure compliance with our FAA required vegetation control requirements on the airfield.

Bid No. 7500 Purchase of John Deere Cab Tractor & Rotary Cutter
Opened 4:00 p.m., 02/28/2023

To be awarded as one lot		Western Equipment
John Deere 6120 E Cab Tractor (101 PTOhp)		
1 ea		
Unit Price	$85,395.310	
Extended Price		85,395.31
John Deere FC15M Flex Wing Rotary Cutter		
1 ea		
Unit Price	$25,183.620	
Extended Price		25,183.62
Bid Total		110,578.93
Award by Vendor		
City		

ITEM 2N

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGERS OFFICE

Meeting Date	March 14, 2023	**Council Priority**	Civic Pride
Department	Parks and Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDER AWARD OF BID NO. **7480** FOR PLAYGROUND AREA #10 REPLACEMENT AT JOHN STIFF MEMORIAL PARK.

Total Base Bid Amount: $144,8889.85

Total Bid Amount: $144,889.85 to be awarded to: **Child's Play, Inc.**

Agenda Item Summary

The project consists of a turn-key replacement of playground equipment within existing park of John Stiff Memorial Park in Amarillo, Texas.

Installation Quote Includes:

- **Deconstruction, removal, and proper disposal of the existing playground equipment**
- **Installation of playground equipment**
- **ADA inspections/reviews**
- **CPSI inspection**
- **All associated design works**
- **Insurance**
- **Bonds**
- **Any miscellaneous sitework required to complete installation**
-

Requested Action

Approval and authorization for City Manager to execute agreement.

Funding Summary

Funding is allocated in Project # 411598

Buyboard Contract # 679-22

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval

Bid No.7480 for Playground area #10 replacement at John Stiff Memorial Park
Opened 4:00 p.m.,February 02,2023

To be awarded as one lot		BCI Burke Company-Child's Play Inc.
Demo-Remove and haul off existing playground equipment and safety surfacing.		
1 ea		
Unit Price	$10,000.000	
Extended Price		10,000.00
Dumpster-Allowance for dumpster		
1 ea		
Unit Price	$1,300.000	
Extended Price		1,300.00
Site work-Concrete work to adjust border as needed and repair concrete at existing ramp		
1 ea		
Unit Price	$3,000.000	
Extended Price		3,000.00
Drain-Add drain box within play area and extend into drain box outside of play area		
1 ea		
Unit Price	$1,900.000	
Extended Price		1,900.00
Burke Equipment per design: 35-151492-3		
1 ea		
Unit Price	$91,397.000	
Extended Price		91,397.00

To be awarded as one lot	BCI Burke Company-Child's Play Inc.	
MISC-Add 6' chainlink fencing around work area during construction		
1 ea		
Unit Price	$1,875.000	
Extended Price		1,875.00
Disc-Buyboard Discount		
1 ea		
Unit Price	($13,571.050)	
Extended Price		(13,571.05)
Ship-Frieght for play equipment listed above		
1 ea		
Unit Price	$8,100.000	
Extended Price		8,100.00
Install-Installation of equipment listed above		
1 ea		
Unit Price	$30,200.000	
Extended Price		30,200.00
EWF-12" Compacted depth of engineered wood fiber safety surfacing.		
1 ea		
Unit Price	$63.000	
Extended Price		5,355.00

To be awarded as one lot		BCI Burke Company-Child's Play Inc.
CPSI- CPSI safety inspection		
1 ea		
Unit Price	$1,800.000	
Extended Price		1,800.00
Bond-Payment & Performance bond		
1 ea		
Unit Price	$3,533.900	
Extended Price		3,533.90
Bid Total		144,889.85
Award by Vendor		
City		

ITEM 2O

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	**Council Priority**	Customer Service
Department	Director of Utilities		
Contact	John Collins, Director of Utilities		

Agenda Caption

CONSIDER APPROVAL – SLUDGE HAULING AND DISPOSAL CONTRACT FOR HOLLYWOOD ROAD WATER RECLAMATION FACILITY

Award to: Republic Services – Not to exceed $300,000.00.

This item considers approval of a one-year contract to increase sludge hauling and disposal services for the Hollywood Road Water Reclamation Facility.

Agenda Item Summary

This contract will be for Republic Services to haul sludge from the Hollywood Road facility to their landfill located in Canyon. This has typically been accommodated by the City of Amarillo landfill.

Due to the nature of the rock bedding at the City's landfill and the amount of liquid that is present in the sludge, the current landfill can only process what the plant produces in a single day. In order to accept the waste, the landfill must have the ability to mix the sludge with soil (which does not exist in the mixing area), dry properly, and mix properly before placing it in a permitted cell.

Due to increasing the level of sludge to be hauled in order to stay in compliance with the Texas Commission on Environmental Quality (TCEQ) permit for the reclamation facility, staff found it necessary for the sludge to be transported to the Republic Services landfill.

Requested Action

Approval of sludge disposal contract with Republic Services, not to exceed $300,000.00.

Funding Summary

This contract will be funded from Water & Sewer Utility revenues

Community Engagement Summary

N/A

Staff Recommendation

Approval of the contract with Republic Services

Legal contract for Republic Service sludge hauling to landfill
Opened 4:00 p.m., February 22, 2023

To be awarded as one lot	Republic Service
Class II Solids to landfill	
1 ea	
Unit Price	32.00 per ton
Extended Price	
Transportation	
1 ea	
Unit Price	190.55 per haul
Extended Price	
Transportation	
1 ea	
Unit Price	70.00 per month/per container
Extended Price	
Award by Vendor	
City	

ITEM 2P

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	Council Priority	Fiscal Responsibility

Department	Various	Contact Person	Trae Kepley–Purchasing Agent

Agenda Caption

Consider Award – RFP 05-23 City of Amarillo Apparel annual contract.
This is a one-year contract with options for four (4) one (1) year renewals.

The Great Armadillo Printing Co. – Amount not to exceed $150,000.00

Agenda Item Summary

RFP 05-23
This item is to consider award of the annual contract for the City of Amarillo Apparel RFP.

Requested Action

Consider approval and award to The Great Armadillo Printing Co.

Funding Summary

Funding is budgeted in using department clothing accounts.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

RFP 05-23 REQUEST FOR PROPOSAL FOR CITY OF AMARILLO APPAREL	Proposed Pricing	Experience and Qualifications	Proposed Turnaround Time for Orders	References	Maximum Possible =100			
Tabulation Compilation showing Scoring Criteria								**For Additional Comments or if More Space is Needed, Please Attach A Separate Sheet.**
Company	35.00	25.00	25.00	15.00	Total	Average	Rank	Comments
Great Armadillo Printing Company LLC	**33.9128**	**25.0000**	**25.0000**	**14.4170**	**98.3298**	**98.33%**	**1**	
Sir Speedy	**9.4850**	**18.3340**	**23.3340**	**14.5000**	**65.6530**	**65.65%**	**4**	
SP Design and MFG Inc.	**21.1193**	**5.0000**	**5.0000**	**8.1670**	**39.2863**	**39.29%**	**5**	
Empire Printing LLC	**28.4375**	**24.3340**	**11.6670**	**12.4170**	**76.8555**	**76.86%**	**2**	
Cintas	**24.3893**	**19.1670**	**23.3340**	**5.6670**	**72.5573**	**72.56%**	**3**	

ITEM 2Q

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGERS OFFICE

Meeting Date	March 14, 2023	**Council Priority**	Best Practices
Department	Animal Management and Welfare		
Contact	Victoria Jaramillo Medley, Director of Animal, Management and Welfare		

Agenda Caption

CONSIDER AWARD – Agreements for professional veterinarian services.
(Contact: Victoria Jaramillo Medley, Director of Animal, Management and Welfare)

These agreements are with local doctors of veterinarian medicine (DVM) for shelter veterinarian services.

Agenda Item Summary

This item is to consider approval of the professional services agreements with the following DVMs: Dr. Leah Lee, Dr. Sarah Giebel, Dr. Ramy Jisha, Dr. Ryan Lee Miller and Dr. Geneva Heinkel. These services agreements are required to ensure that the city not only provides professional shelter Veterinarian services but can adequately staff the animal shelter in a consistent and professional manner. These services agreements reflect increases in hourly rate based on local market. Contracted veterinarian services will be utilized on an as-needed basis under the agreements, but in any case the five agreements cumulatively will not exceed $325,000.00 for a one-year period.

Requested Action

Consider approval of each DVM service agreement presented. The City does not employee a full time DVM and therefore requires contract services.

Funding Summary

Funding is provided for in the AMW budget under professional services.

Community Engagement Summary

These professional agreements will have a significant positive impact on the community by ensuring that the shelter as well as the community has consistent and professional medical veterinarian services.

Staff Recommendation

City Staff is recommending approval of all DVM service agreements presented.

ITEM 2R

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	**Council Priority**	Public Safety
Department	Amarillo Police Department		
Contact	Chief Martin Birkenfeld		

Agenda Caption

Consider approval of an interlocal agreement with the City of Dallas to participate in the Internet Crimes Against Children (ICAC) Grant project.

Agenda Item Summary

The proposal is for approval Amarillo PD to participate in the ICAC grant administered by the Dallas Police Department. The grant will provide APD with $10,000 to be used for training of investigators and purchase/maintenance of equipment used to investigate internet crimes against children.

Requested Action

Request Council approve participation in the Internet Crimes Against Children (ICAC) Grant project.

Funding Summary

$10,000 will be passed through the Dallas PD to Amarillo PD from DOJ/OJJDP Grant Number 15PJDP-22-GK-04883-MECP.

Community Engagement Summary

N/A

Staff Recommendation

City staff recommends approval.

INTERLOCAL AGREEMENT

CITY OF DALLAS AND THE AMARILLO POLICE DEPARTMENT

STATE OF TEXAS

COUNTY OF DALLAS

This INTERLOCAL AGREEMENT is made and entered into by and between the City of Dallas, hereinafter called "City" and the Amarillo Police Department, Texas, hereinafter called "Amarillo Police Department."

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, provides authorization for any local government to contract with one or more local governments and with agencies of the State of Texas to perform governmental functions and services under the terms of this act; and

WHEREAS, the Internet Crimes Against Children (ICAC) Task Force is a grant program funded under an award by the United States Department of Justice, hereinafter called "DOJ" through their Office of Juvenile Justice and Delinquency Prevention, hereinafter called "OJJDP" under the Federal Missing and Exploited Children's Program; and

WHEREAS, City and the Amarillo Police Department desire to enter into an agreement regarding the North Texas (Dallas) Internet Crimes Against Children Task Force; and

WHEREAS, the City of Dallas, for its Police Department, has applied for and received from the DOJ a grant to target child solicitation and child pornography over the Internet in the State of Texas, the grant period runs from October 1, 2022 through September 30, 2023; and

WHEREAS, the grant is entitled Internet Crimes Against Children Grant (Grant Number 15PJDP-22-GK-04883-MECP), hereinafter called "Project", and

WHEREAS, the Dallas Police Department has asked the Amarillo Police Department to participate in fulfilling the purpose of the grant.

NOW THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered into by City and the Amarillo Police Department for the mutual consideration stated herein:

I.

For the consideration hereinafter agreed to the Amarillo Police Department undertakes, covenants and agrees to:

1. Provide staff and resources to prosecute Internet crimes against children within its jurisdiction so as to assist the Internet Crimes Against Children Grant Project in achieving its goals.

2. Accept criminal case referrals for prosecution as appropriate that may be forwarded from the Dallas Police Department.

3. On a quarterly basis provide the Dallas Police Department with an activity report describing cases prosecuted by personnel funded by this Grant.

4. Maintain documentation of all partial salary and overtime expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name and title of the person earning the salary or overtime, the date(s) worked, the number of hours worked, the exact payment amount to be charged to the Grant, the employee's hourly and overtime pay rate as appropriate, and a brief explanation of the activity undertaken to earn the salary or overtime. This expenditure report must carry an original signature of an Amarillo Police Department official and be supported by departmental payroll records which correspond to the salary or overtime payments. This salary and overtime expenditure report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested.

5. Maintain documentation of all travel and training expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name and title of the person travelling or receiving training, the dates and location of travel or training, the exact payment amount to be charged to the Grant, and a brief explanation of the purpose of the travel or training. This expenditure report must carry the signature of an Amarillo Police Department official and be supported by receipts, invoices, or other appropriate documentation. This travel and training expenditure report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested.

6. Maintain an up-to-date and itemized inventory list of all supplies, equipment, or services purchased by the Amarillo Police Department with funds from the Internet Crimes Against Children Grant. Inventory list entries of major hardware items such as computers, monitors, printers, FAX machines, and the like must also include the brand name and model, serial number, the Amarillo Police Department's property inventory tag number assigned to the specific item, and the current physical location of the property. This inventory list must be supported by receipts, invoices, or other appropriate documentation. The inventory list will be submitted to the Dallas Police Department when requested.

7. Allow the Internet Crimes Against Children Grant Manager or his/her designate to make one or more on-site visits for the purpose of assessing the compliance of the Amarillo Police Department with the provisions of this Interlocal Agreement and the provisions of Circular A-133 issued by the United States Office of Management and Budget regarding audits of states, local governments, and non-profit organizations.

8. When requested, provide the Dallas Police Department with a copy of the Amarillo Police Department's most recent Single Audit Report and, if appropriate, a written statement describing any necessary corrective action identified in that Audit Report.

II.

As consideration for the services contracted for herein, the City agrees to reimburse the Amarillo Police Department a sum not to exceed ten thousand dollars ($10,000.00). This sum is to reimburse the Amarillo Police Department for expenses incurred for partial salary of a grant-sponsored position, overtime, training, travel, and/or equipment as deemed necessary and appropriate by the Amarillo Police Department for its operations to combat Internet-related crimes against children. The Amarillo Police Department may invoice the City for reimbursement of expenses under the terms of this agreement up to six times, but no reimbursement request will be accepted after September 30, 2023. Reimbursement for allowable expenses incurred shall be made by the Dallas Police Department to the Amarillo Police Department as quickly as possible after receipt of invoices detailing the expenses to be reimbursed. Reimbursement requests, with all supporting documentation, shall be mailed to:

Lt. Cyrus Zafrani
Dallas Police Department
1400 Botham Jean Street
Dallas, Texas 75215-1815

The Contract amount may increase if, in the future, additional funds become available to grant to AMARILLO POLICE DEPARTMENT. If additional funds are available in the future to grant to AMARILLO POLICE DEPARTMENT, CITY will give written notice and AMARILLO POLICE DEPARTMENT may accept or reject the additional funds by giving written notice of the intent to the CITY.

III.

During the performance of this Interlocal Agreement, the Amarillo Police Department agrees to the following:

1. It will, to the extent permitted by law, accept liability, under the Worker's Compensation Act, in the event personal injuries occur to its employee(s) while engaged in Project activities.

2. It shall, to the extent permitted by law and during the entire time of participation, maintain sufficient insurance to cover its obligation and liability for its

employee(s). This will include, but is not limited to, coverage of the employee and vehicle, while operating a vehicle, where applicable.

3. It may, in lieu of purchasing liability insurance, elect to be self-insured but will be responsible for all risks of loss and actual loss as specified herein.

4. Any and all equipment and supplies purchased with Grant funds by the Amarillo Police Department will remain property of the Amarillo Police Department.

IV.

The term of this Agreement shall be from October 1, 2022 through September 30, 2023. This Agreement may be extended by mutual agreement of the parties hereto, or terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. If at which time during the grant period, the City of Dallas receives an extension to the original grant, the Contract may be extended further by CITY giving AMARILLO POLICE DEPARTMENT written notice of new term.

V.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City, to:

Eddie Garcia
Chief of Police
Dallas Police Department
1400 Botham Jean Boulevard
Dallas, Texas 75215

Copy to:

T.C. Broadnax
City Manager
City of Dallas
City Hall, Room 4/E/N
1500 Marilla Street
Dallas, Texas 75201

If intended for the
Amarillo Police Department, to:

Martin Birkenfeld
Chief of Police
200 SE 3rd Ave.
Amarillo, TX 79101

VI.

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

VII.

In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VIII.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement, which is not contained herein, shall be valid or binding.

EXECUTED this ____ day of _____, 2023, by the CITY, by and through its duly authorized officials pursuant to City Council Resolution No. 22-1803, and by the Amarillo Police Department by and through its duly authorized officials. However, the effective date of this Agreement is October 1, 2022.

Recommended By:

_____
Eddie Garcia
Chief of Police

APPROVED AS TO FORM
Christopher J. Caso
City Attorney

By: _____
Assistant City Attorney

DK

CITY OF DALLAS
T. C. Broadnax
City Manager

By: _____
Assistant City Manager

APPROVED AS TO FORM

City Attorney

By: _____
Assistant City Attorney

CITY OF AMARILLO

City Manager

By: _____
City Manager

221803

December 14, 2022

WHEREAS, the City of Dallas applies for grant funds available from the U.S. Department of Justice to aid missing and exploited children; and

WHEREAS, the services of the Dallas County District Attorney's Office, Tarrant County District Attorney's Office, Collin County District Attorney's Office. Collin County Sheriff's Office, Tarrant County Sheriff's Office, Denton County Sheriff's Office, Grayson County Sheriff's Office, Henderson County Sheriff's Office, Abilene Police Department, Amarillo Police Department, Arlington Police Department, Fort Worth Police Department, Frisco Police Department, Garland Police Department, Grand Prairie Police Department, Henderson Police Department, Irving Police Department, Lamar Police Department, Longview Police Department, Lubbock Police Department, Mesquite Police Department, Texarkana Police Department, Wichita Falls Police Department, Wylie Police Department, and the Dallas Children's Advocacy Center are approved by the execution of cooperative working agreements; and

WHEREAS, the Internet Crimes Against Children Grant for the period October 1, 2022 through September 30, 2023, Grant No. 15PJDP-22-GK-04883-MECP was awarded to the City of Dallas; and

WHEREAS, execution of the cooperative working agreements with various Police Departments, District Attorney's Offices, Sheriff Offices, and the Dallas Children's Advocacy Center per the attached Schedule B they must be authorized by the Dallas City Council.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to execute cooperative working agreements through the 2022-2023 Internet Crimes Against Children Grant with various Police Departments, District Attorney Offices, Sheriff Offices, and the Dallas Children's Advocacy Center for the period October 1, 2022 through September 30, 2023 as requested for the investigation, prosecution, education, and counseling activities related to the Dallas Internet Crimes Against Children Task Force response to Internet related sexual exploitation of children, approved as to form by the City Attorney.

SECTION 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for approved grant related expenses.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $245,000.00 from the DOJ-Internet Crimes Against Children Grant 22-23 Fund, Fund F728, Department DPD, Unit 329C, Object 3099, Master Agreement Service Contract No. MASC- DPD-2023-00020680, per the attached Schedule B.

SECTION 4. That this contract is designated as Contract No. DPD-2023-00020680.

SECTION 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

DEC 14 2022

CITY SECRETARY

SCHEDULE B

Federal - Internet Crimes Against Children Continuation Grant

Fund F728, Unit 329C

	Agency	2022-23 Allocation	Fund	Dept.	Unit	Obj	Master Agreement Number	Commodity	Vendor No.
1	Abilene Police Department	$7,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	VC16266
2	Amarillo Police Department	$10,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	520020
3	Arlington Police Department	$17,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	520488
4	Collin County District Attorney's Office – New Agency	$10,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	*pending
5	Collin County Sheriff's Office	$6,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	VC0000008139
6	Dallas Children's Advocacy Center (Scholarships)	$41,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	VC16266
7	Dallas County District Attorney's Office	$10,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	263854
8	Denton County Sheriff's Office – New Agency	$5,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	*pending
9	Fort Worth Police Department	$17,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	VC16273
10	Frisco Police Department – New Agency	$10,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	*pending
11	Garland Police Department	$12,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	268175
12	Grand Prairie Police Department	$10,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	255147
13	Grayson County Sheriff's Office – New Agency	$5,000.00	F728	DPD	329C	3099	MASC- DPD-2020-00011928	95217	*pending
14	Henderson County Sheriff's Office	$6,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	VS0000004799
15	Irving Police Department – New Agency	$12,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	*pending
16	Longview Police Department	$12,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	516362
17	Lubbock Police Department	$12,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	VC0000009161
18	Mesquite Police Department – New Agency	$10,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	*pending
19	Tarrant County District Attorney's Office	$10,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	331260
20	Tarrant County Sheriff's Office	$6,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	VC0000006114
21	Texarkana Police Department – New Agency	$5,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	*pending
22	Wichita Falls Police Department	$7,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	VC0000008139
23	Wylie Police Department – New Agency	$5,000.00	F728	DPD	329C	3099	MASC - DPD-2023-00020680	95217	*pending
	Grand Total	**$245,000.00**							

*This schedule is not limited to the agencies listed

22 1803

ITEM 2S

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 14, 2023	**Council Pillar**	Public Safety
Department	Emergency Management		
Contact	Max Dunlap, Director of Emergency Management		

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 03-14-23-1

FY23 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT APPLICATION
Consider approval of a resolution authorizing the Assistant City Manager to apply for FY23 SHSP grant funds to implement a project entitled FY23 Regional Bomb Squad Enhancement Project (LETPA) on behalf of the City.

Agenda Item Summary

The FY23 SHSP grant application for the City of Amarillo will request grant funds to enhance the capabilities of the Amarillo Police Department to respond to incidents locally or regionally in an emergency. Response personnel are requesting the following:

- FY23 Regional Bomb Squad Enhancement Project – This is to seek funding for a portable handheld metal and non-metal IED detector

Requested Action

Consider approval of a resolution authorizing the Assistant City Manager to apply for FY23 SHSP grant funds to implement a project entitled FY23 Regional Bomb Squad Enhancement Project (LETPA) on behalf of the City.

Funding Summary

The FY23 SHSP grant application requests the following allocation of grant funding:

- FY23 Regional Bomb Squad Enhancement Project (LETPA) – Cost for this project is $52,993.24. 100% will be SHSP funded.

Project proposals are submitted to the State of Texas Office of the Governor for consideration and approval pending allocation of Federal Homeland Security Grant Program funds.

Community Engagement Summary

N/A

Staff Recommendation

It is recommended that City Council adopt the resolution authorizing Rich Gagnon, the Assistant City Manager to apply for FY23 SHSP grant funds to implement projects FY23 Regional Bomb Squad Enhancement Project (LETPA) on behalf of the City.

RESOLUTION NO. 03-14-23-1

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO AUTHORIZING THE SUBMISSION OF AN FY23 GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANT DIVISION (HSGD) AND DESIGNATING THE ASSISTANT CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE FY23 HOMELAND SECURITY GRANT PROGRAM.

WHEREAS, the Office of the Governor's Homeland Security Grant Division (HSGD) currently serves as the State Administrative Agency for the State of Texas' State Homeland Security Program (SHSP) which supplies grant funding that can be used by eligible agencies to support programs and projects aimed at maintaining and/or enhancing their emergency preparedness and response capabilities; and

WHEREAS, the City Council finds it in the best interest of the City's citizens to apply for grant funding to implement a project entitled, Regional Bomb Squad Enhancement Project, which would be implemented under the FY23 SHSP; and

WHEREAS, the City's grant application under the HSGD's FY23 Request for Applications; SHSP – LETPA Projects requires a resolution; and

WHEREAS, the City has established its eligibility to apply for and receive funding through the FY23 SHSP grant program; and

WHEREAS, the City Council authorizes the Assistant City Manager to apply for, accept, reject, alter or terminate the application and/or subsequent SHSP grant on behalf of the City.

NOW THEREFORE, be it resolved by the City Council of the City of Amarillo:

1. That a FY23 SHSP grant application is hereby authorized to be filed on behalf of the City with the Governor's HSGD.
2. That the application be for funds to implement an FY23 SHSP project entitled Regional Bomb Squad Enhancement Project.
3. That the City Council authorizes Rich Gagnon, Assistant City Manager to apply for, accept, reject alter or terminate the application and/or subsequent grant on behalf of the City.
4. That in the event of loss or misuse of SHSP funds, the City Council assures that those funds will be returned to the HSGD in full.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 14th day of March, 2023.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

DRAFT

ITEM 2T

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	**Council Pillar**	Public Safety
Department	Emergency Management		
Contact	Max Dunlap, Director of Emergency Management		

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 03-14-23-2

FY23 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT APPLICATION
Consider approval of a resolution authorizing the Assistant City Manager to apply for FY23 SHSP grant funds to implement a project entitled FY23 Amarillo Regional Crime Center on behalf of the City.

Agenda Item Summary

The FY23 SHSP grant application for the City of Amarillo will request grant funds to enhance the capabilities of the Amarillo Police Department to respond to incidents locally or regionally in an emergency. Response personnel are requesting the following:

- FY23 Amarillo Regional Crime Center Project - The objective of this project is to create a crime center which will be a hub where police officers can gather and assess surveillance, intelligence, and data from a number of real-time sources (e.g., license plate readers [LPR], security cameras, drones, cell phones, etc.) in an analytical approach to forecasting criminal activity

Requested Action

Consider approval of a resolution authorizing the Assistant City Manager to apply for FY23 SHSP grant funds to implement a project entitled FY23 Regional Crime Center Project (LETPA) on behalf of the City.

Funding Summary

The FY23 SHSP grant application requests the following allocation of grant funding:

- FY23 Regional Crime Center Project (LETPA) - $112,000.00 that will be 100% SHSP funded

Project proposals are submitted to the State of Texas Office of the Governor for consideration and approval pending allocation of Federal Homeland Security Grant Program funds.

Community Engagement Summary

N/A

Staff Recommendation

It is recommended that City Council adopt the resolution authorizing Rich Gagnon, the Assistant City Manager to apply for FY23 SHSP grant funds to implement projects FY23 Regional Crime Center Project (LETPA) on behalf of the City.

RESOLUTION NO. 03-14-23-2

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO AUTHORIZING THE SUBMISSION OF AN FY23 GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANT DIVISION (HSGD) AND DESIGNATING THE ASSISTANT CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE FY23 HOMELAND SECURITY GRANT PROGRAM.

WHEREAS, the Office of the Governor's Homeland Security Grant Division (HSGD) currently serves as the State Administrative Agency for the State of Texas' State Homeland Security Program (SHSP) which supplies grant funding that can be used by eligible agencies to support programs and projects aimed at maintaining and/or enhancing their emergency preparedness and response capabilities; and

WHEREAS, the City Council finds it in the best interest of the City's citizens to apply for grant funding to implement a project entitled, Amarillo Regional Crime Center Project, which would be implemented under the FY23 SHSP; and

WHEREAS, the City's grant application under the HSGD's FY23 Request for Applications; State Homeland Security Program requires a resolution; and

WHEREAS, the City has established its eligibility to apply for and receive funding through the FY23 SHSP grant program; and

WHEREAS, the City Council authorizes the Assistant City Manager to apply for, accept, reject, alter or terminate the application and/or subsequent SHSP grant on behalf of the City.

NOW THEREFORE, be it resolved by the City Council of the City of Amarillo:

1. That a FY23 SHSP grant application is hereby authorized to be filed on behalf of the City with the Governor's HSGD.
2. That the application be for funds to implement an FY23 SHSP project entitled Regional Bomb Squad Enhancement Project.
3. That the City Council authorizes Rich Gagnon, Assistant City Manager to apply for, accept, reject alter or terminate the application and/or subsequent grant on behalf of the City.
4. That in the event of loss or misuse of SHSP funds, the City Council assures that those funds will be returned to the HSGD in full.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 14th day of March, 2023.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

DRAFT

ITEM 2U

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO CITY MANAGER

Meeting Date	March 14, 2023	Council Pillar	Public Safety

Department	Emergency Management

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 03-14-23-3

FY23 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT APPLICATION
Consider approval of a resolution authorizing the Assistant City Manager to apply for FY23 SHSP grant funds to implement a project entitled FY23 Amarillo Community Emergency Response Team (CERT) Project on behalf of the City.

Agenda Item Summary

The FY23 SHSP grant application for the City of Amarillo will request grant funds to enhance the capabilities of the Amarillo Police Department to respond to incidents locally or regionally in an emergency. Response personnel are requesting the following:

- FY23 Amarillo CERT Trailer Project - The objective of this project is to use FY23 SHSP funding to promote the Community Emergency Response Team (CERT) program, offer Train-the-Trainer courses, and outfit a trailer with CERT training and response equipment to be used throughout the entire region.
-

Requested Action

Consider approval of a resolution authorizing the Assistant City Manager to apply for FY23 SHSP grant funds to implement a project entitled FY23 Amarillo CERT on behalf of the City.

Funding Summary

The FY23 SHSP grant application requests the following allocation of grant funding:

- FY23 Amarillo CERT Project - Project costs will be 26,118.32. 100% SHSP funded

Project proposals are submitted to the State of Texas Office of the Governor for consideration and approval pending allocation of Federal Homeland Security Grant Program funds.

Community Engagement Summary

N/A

Staff Recommendation

It is recommended that City Council adopt the resolution authorizing Rich Gagnon, the Assistant City Manager to apply for FY23 SHSP grant funds to implement projects FY23 Amarillo CERT on behalf of the City.

RESOLUTION NO. 03-14-23-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO AUTHORIZING THE SUBMISSION OF AN FY23 GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANT DIVISION (HSGD) AND DESIGNATING THE ASSISTANT CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE FY23 HOMELAND SECURITY GRANT PROGRAM.

WHEREAS, the Office of the Governor's Homeland Security Grant Division (HSGD) currently serves as the State Administrative Agency for the State of Texas' State Homeland Security Program (SHSP) which supplies grant funding that can be used by eligible agencies to support programs and projects aimed at maintaining and/or enhancing their emergency preparedness and response capabilities; and

WHEREAS, the City Council finds it in the best interest of the City's citizens to apply for grant funding to implement a project entitled, Amarillo CERT Trailer Project, which would be implemented under the FY23 SHSP; and

WHEREAS, the City's grant application under the HSGD's FY23 Request for Applications; State Homeland Security Program requires a resolution; and

WHEREAS, the City has established its eligibility to apply for and receive funding through the FY23 SHSP grant program; and

WHEREAS, the City Council authorizes the Assistant City Manager to apply for, accept, reject, alter or terminate the application and/or subsequent SHSP grant on behalf of the City.

NOW THEREFORE, be it resolved by the City Council of the City of Amarillo:

1. That a FY23 SHSP grant application is hereby authorized to be filed on behalf of the City with the Governor's HSGD.
2. That the application be for funds to implement an FY23 SHSP project entitled Amarillo CERT Trailer Project.
3. That the City Council authorizes Rich Gagnon, Assistant City Manager to apply for, accept, reject alter or terminate the application and/or subsequent grant on behalf of the City.
4. That in the event of loss or misuse of SHSP funds, the City Council assures that those funds will be returned to the HSGD in full.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 14th day of March, 2023.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 14, 2023	**Council Priority**	Economic Development & Redevelopment
Department	Planning and Development Services		
Contact Person	Brady Kendrick – Senior Planner		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8050

Public hearing and first reading to consider an ordinance rezoning a 5.26-acre tract of unplatted land in Section 11, Block 9, B.S.&F. Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 1 to Office District 1.
VICINITY: W. Amarillo Blvd. and Western St.
APPLICANT/S: Aubrey Brockman for the Emeline Bush O'Brien/Marsh Trust

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Agricultural District to the north, Residential District 1 to the south and west, and Light Commercial District and Residential District 3 to the east.

Adjacent land uses consist of vacant land on the opposite side of Amarillo Boulevard to the north, single family detached homes to the south, single family detached homes and vacant land to the east, and a church to the west.

Proposal

The applicant is requesting a change in zoning to develop the tract of land with a freestanding emergency room clinic.

Analysis

The Planning and Zoning Commission's analysis of a zoning change begins with referring to the Comprehensive Plan's Future Land Use and Character Map, impact on existing zoning and development patterns, if any, and conformity to the Neighborhood Unit Concept of Development (NUC).

The Future Land Use Map category for the applicant's tract is Suburban Commercial. Suburban Commercial calls for a range of commercial, retail, and service uses at varying scales depending on the site and location. Given the proposed zoning district and proposed use for the site, the Planning and Zoning Commission is of the opinion that the request would conform with the Future Land Use Map.

Regarding the Neighborhood Unit Concept of Development (NUC), the concept calls for more intensive uses such as commercial, retail, office, and multi-family development to be located at or near Section Line Arterial Intersections with intensity of use and/or zoning decreasing inward towards the center/middle of a section. In this instance, the tract is located at the southwest corner of a section line intersection, Amarillo Boulevard and Western Street. Office District 1 would be an appropriate zoning district given the location of the tract at this corner of the intersection.

Regarding existing zoning and development patterns in the area, given the presence of single-family detached homes and an adjacent institutional land-use next to the applicant's tract, Office District 1 in the Planning and Zoning Commission's opinion is an appropriate zoning district given its allowed uses being much less intensive from a land use perspective than other districts such as General Retail. Given these factors along with required development standards upon development of the site, the Planning and Zoning Commission believes that if approved, the proposed rezoning would not result in detrimental impacts to surrounding zoning or development patterns in the area.

Requested Action/Recommendation

Notices were sent as required by State Law. As of this writing, three calls have been received that did not express opposition to the request. Considering the previously mentioned, the Planning and Zoning Commission recommends **APPROVAL** of the request as presented.

ORDINANCE NO. 8050

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

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

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

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

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

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

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

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

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

> Rezoning of a 5.26 acre tract of unplatted land in Section 11, Block 9, B.S.&F. Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 1 to Office District 1 and being further described in Exhibit A attached herein.

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

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

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

DRAFT

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 14th day of March, 2023 and PASSED on Second and Final Reading on this the 28th day of March, 2023.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams,
City Attorney

DRAFT

Exhibit A



VICINITY MAP
NOT TO SCALE

DRAFT

LAND TITLE SURVEY MADE FOR:

Northwest Texas Healthcare System, Inc.

GF No. 52188-SH – Effective Date: November 15th, 2022

PROPERTY DESCRIPTION: Tract 1

A 5.26 acre tract of land out of the Southeast 1/4 of Section 11, Block 9, B.S.&F. Survey, Potter County, Texas, being further described by metes and bounds as follows:

COMMENCING at the Southeast corner of Section 11, Block 9;

THENCE North 89 degrees 25 minutes 47 seconds West, along the South line of Section 11, a distance of 39.00 feet to a point;

THENCE North 00 degrees 02 minutes 20 seconds East, a distance of 39.10 feet to a 3/8 inch iron rod with cap stamped "HBD" set for the Southeast and BEGINNING CORNER of this tract;

THENCE North 89 degrees 23 minutes 32 seconds West, a distance of 629.25 feet to a 3/4 inch iron pipe found same being the Southwest corner of 5.252 acre tract conveyed in Special Warranty Deed Volume 2405, Page 491 and the Southeast corner of Lot 1, Block 1, St. Hyacinth's Unit No. 1, an addition to the City of Amarillo, Potter County, Texas, according to the map or plat thereof, of record in Volume 1623, Page 748, Official Public Records of Potter County, Texas;

THENCE North 00 degrees 35 minutes 58 seconds East, along the East line of said Lot 1, Block 1, a distance of 362.54 feet to a 3/4 inch iron pipe found in the South right of way line of Amarillo Boulevard West (U.S. Highway 66) being the Northeast corner of said Lot 1, Block 1;

THENCE South 89 degrees 54 minutes 43 seconds East, along the South right of way line of Amarillo Boulevard West (U.S. Highway 66), a distance of 825.68 feet to a "X" in concrete set;

THENCE South 00 degrees 02 minutes 20 seconds West, a distance of 368.23 feet to the PLACE OF BEGINNING.

Said tract contains a computed area of 5.26 acres of land and being the same tract of land as described in Special Warranty Deed of record in Volume 2405, Page 491, Official Public Records of Potter County, Texas.

NOTES:

1. *This Survey may not reflect all conditions that are contained in the covenants and/or restrictions that affect this property.*
2. *This Survey is subject to any facts which may be disclosed by a full and accurate title search.*
3. *Portions of the plat are exaggerated for clarity.*
4. *Record documents other than those shown may affect this tract.*
5. *Only those easements furnished to the surveyor are shown hereon.*
6. *Bearings based upon the Texas Coordinate System, North Zone, NAD 83.*
7. *Surveyor suggest area noted on survey to be dedicated to the public for right of way prior to transfer, or sale. No dedications were found from present owners.*
8. *Surveyor has relied upon American Land Title, LLC., as agent for First American Guaranty Company Commitment for Title Insurance GF No. 52188 with effective date of November 15th, 2022 for determination of existing recorded easements and other matters of public record.*
9. *According to F.E.M.A. Flood Insurance Rate Map Community Panel No. 48375C0507C, effective date June 4, 2010. This property does not appear to be located in a special flood hazard area or within the City of Amarillo base flood according to the flood damage mitigation chapter of the Municipal Code as shown thereon. The undersigned surveyor does not accept responsibility for the accuracy of the F.E.M.A. map upon which this opinion is based.*
10. *Property described and shown on this survey is the same property as described in First American Guaranty Company Commitment GF No. 52188.*
11. *No evidence of earthwork, building construction, or building additions observed at the time of survey.*
12. *No address posted at time of survey.*
13. *Surveyor has relied on City of Amarillo utility and base maps for locating existing underground utilities as shown.*
14. *All improvements shown hereon.*

CERTIFICATION:

To Northwest Texas Healthcare System, Inc. American Land Title, LLC. First American Title Guaranty Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 3, 4, 6, 11a, 13, 14, 16, 17, 19 and 20(a)(b) of Table A thereof.

Field Complete: October 21st, 2022

K.C. Brown, R.P.L.S. — 12-16-2022 — Date

Reg. No. 4654

SCHEDULE B NOTES:

d. Conveyance for Public Road, by instrument recorded in Volume 60, Page 473, Deed Records. (as shown on Western Street)

e. Right of way to telephone or telegraph, by instrument recorded in Volume 278, Page 700, Deed Records. (shown)

f. Right of way easement to AT&T, by instrument recorded in Volume 296, Page 453, Deed Records. (exact location not specified, Blanket in Nature)

g. Right of way easement to Southwestern Public Service Co. by instrument recorded in Volume 208, Page 334, Deed Records. (shown)

l. Right of way easement to State of Texas, acting by and through the state highway commission, by instrument recorded in Volume 793, Page 543, Deed Records. (as shown on Amarillo Boulevard West)

aa. Right of way easement to Energas Company, by instrument recorded in Volume 1767, Page 625, Official Public Records. (shown)

cl. 10' Waterline Easement to City of Amarillo, by instrument recorded in Volume 4425, Page 103, Official Public Records. (shown)

em. Waterline easement to the City of Amarillo, by instrument recorded under Clerk's File No. 1274854, Official Public Records. (shown)

eo. Sanitary sewer utility easement, dated June 20, 1979, to City of Amarillo, by instrument recorded in Volume 1358, Page 189, Deed Records, Potter County, Texas

PROPERTY DESCRIPTION: Right of way Tract 2

A 0.61 acre tract of land out of the Southeast 1/4 of Section 11, Block 9, B.S.&F. Survey, Potter County, Texas, being further described by metes and bounds as follows:

COMMENCING at the Southeast corner of Section 11, Block 9;

THENCE North 89 degrees 25 minutes 47 seconds West, along the South line of Section 11, a distance of 23.00 feet to the BEGINNING CORNER of this tract;

THENCE North 89 degrees 25 minutes 47 seconds West, along the South line of Section 11, a distance of 634.58 feet;

THENCE North 00 degrees 58 minutes 01 second East, a distance of 39.51 feet to a 3/4 inch iron pipe found for the Southeast corner of Lot 1, Block 1, St. Hyacinth's Unit No. 1;

THENCE South 89 degrees 23 minutes 32 seconds East, along the South line of a tract known as 5.252 acres, a distance of 629.25 feet;

THENCE North 00 degrees 02 minutes 20 seconds East, along the East line of a tract known as 5.252 acres, a distance of 368.23 feet;

THENCE South 89 degrees 54 minutes 43 seconds East, a distance of 5.00 feet;

THENCE South 00 degrees 02 minutes 20 seconds West, a distance of 407.38 feet to the PLACE OF BEGINNING.

Said tract contains a computed area of 0.61 acres of land.

"ALTA/NSPS LAND TITLE SURVEY"

SECTION 11, BLOCK 9, B.S.&F. SURVEY, POTTER COUNTY, TEXAS

ABBREVIATIONS

NGVD29 = NATIONAL GEODETIC VERTICAL DATUM – 1929
NAD83 = NORTH AMERICAN DATUM – 1983
RTC = 3/8" IRON ROD WITH A RED CAP STAMPED "HBD-TRAV"
N/A = NOT APPLICABLE
ELV = ELEVATION
FL = FLOWLINE
MH = MANHOLE
N = NORTH
S = SOUTH
E = EAST
W = WEST
S.P.S. = SOUTHWESTERN PUBLIC SERVICE COMPANY
ALTA = AMERICAN LAND TITLE ASSOCIATION
ACSM = AMERICAN CONGRESS ON SURVEYING AND MAPPING
TSPS = TEXAS SOCIETY OF PROFESSIONAL SURVEYORS
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
R.P.L.S. = REGISTERED PROFESSIONAL LAND SURVEYOR
VOL. = VOLUME
PG. = PAGE
BLVD. = BOULEVARD
P.O.B. = POINT OF BEGINNING

Hagar, Brown & Dorsey, LLC.
LAND SURVEYORS
Sheet 1 of 1 | Surveyor No. ---- | Drawn By: J. Smith

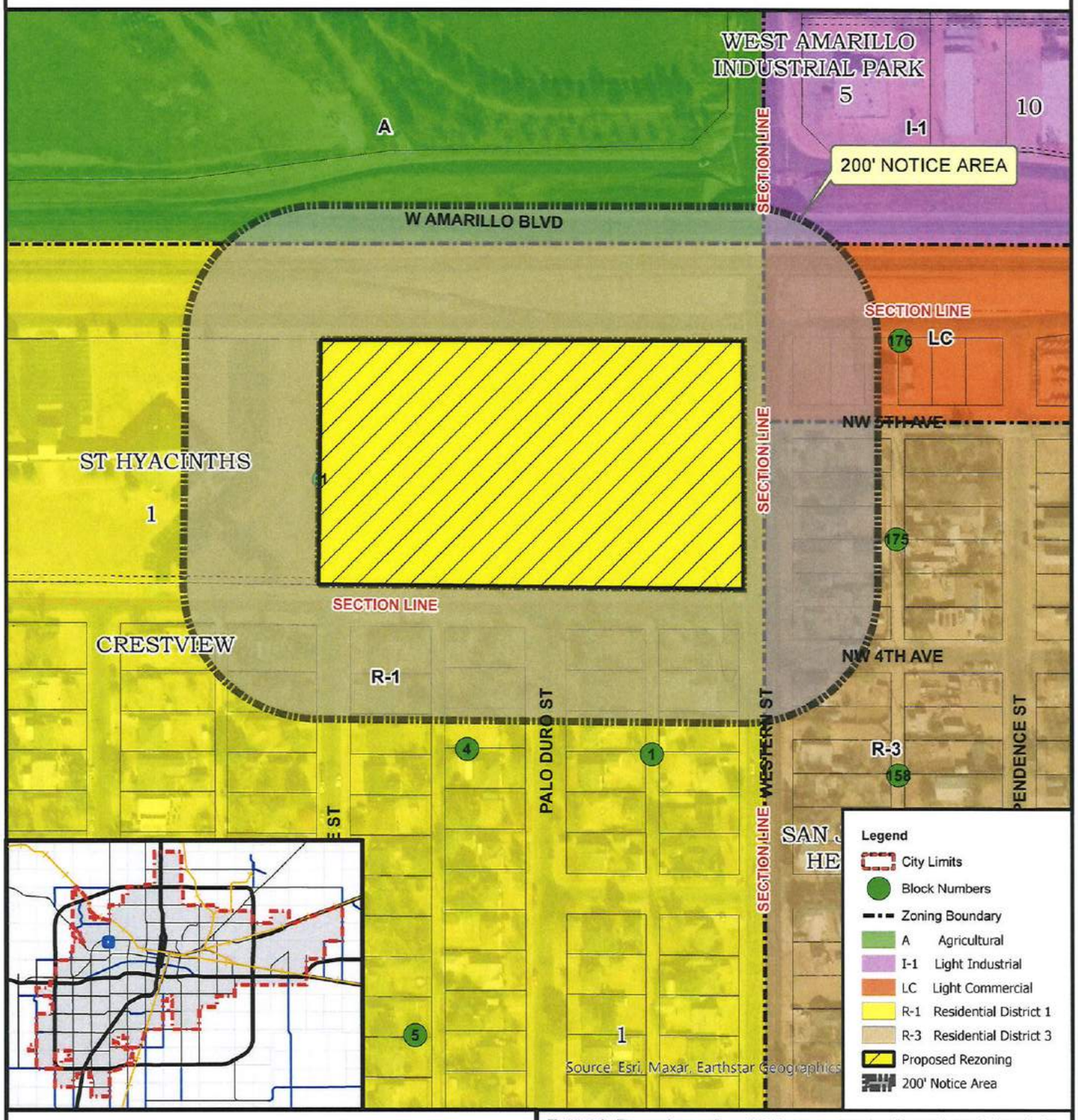
AMARILLO
4765 S. Western St.
Amarillo, Texas 79109
(806) 350-1309
Texas Firm No. 10007300
info@hbdsurveyors.co

HEREFORD
939 E. 2nd St.
Hereford, Texas 79045
(806) 364-0330
Texas Firm No. 10007300

Plat Date: 12/16/2022
Plat No: A13614altb.dwg

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REZONING FROM R-1 TO O-1



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale 1 inch = 200 Feet
Date: 1/17/2023
Case No: Z-23-01

Z-23-01 Rezoning of a 5.26 acre tract of unplatted land in Section 11, Block 9, B.S.&F. Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 1 to Office District 1.

VICINITY: W. Amarillo Blvd. and Western St.

APPLICANT/S: Aubrey Brockman for the Emeline Bush O'Brien/Marsh Trust

AP: K-10

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.

Amarillo City Council
Agenda Transmittal Memo

ITEM 3B

Meeting Date	March 14, 2023	**Council Priority**	Economic Development & Redevelopment
Department	Planning Department		
Contact Person	Brady Kendrick – Senior Planner		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8051

Public hearing and first reading to consider an ordinance rezoning a 3.93 acre portion of Tract 3, Riverroad Gardens, a subdivision out of Section 161, Block 2, A.B.&M. Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways, to change from Residential District 1 and Light Commercial District to Light Commercial District.
VICINITY: River Rd. and Cherry Ave.
APPLICANT/S: Daryl Furman for LJ4 Leasing, LLC

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Light Commercial District and Residential District 1 to the north and south, Residential District 1 to the east, and Light Commercial District to the west.

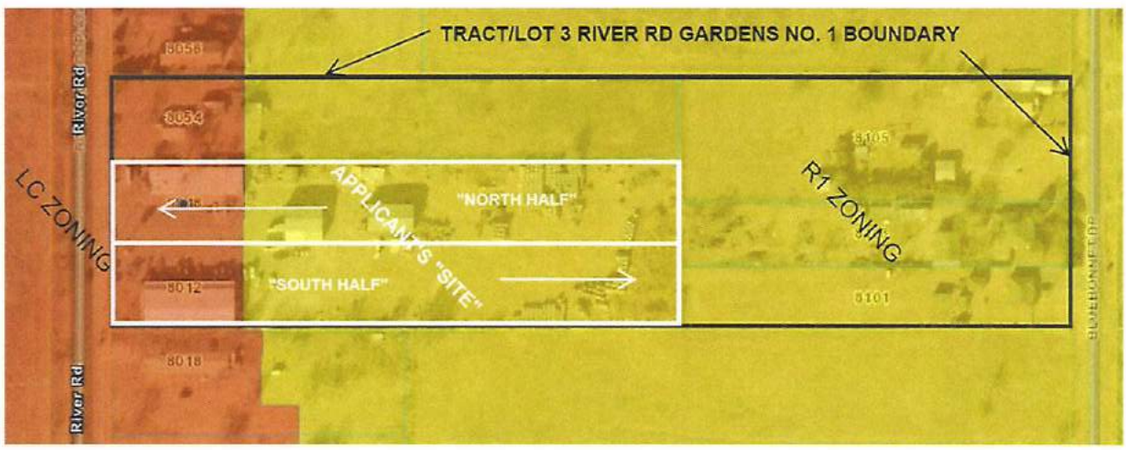
Adjacent land uses consist of a single family detached home to the north, a single family detached home and vacant land to the south, single family detached homes to the east, and vacant land to the west.

Proposal

The applicant is requesting a change in zoning to construct an additional warehouse for the existing business on the site, Ranchers Supply. The applicant's tract is partially zoned Light Commercial District with the remainder being zoned Residential District 1.

Analysis

The applicant's site is divided into two halves as the business existed on the north half of the tract prior to annexation into the City (1964) with the south half being added onto the site in 1983 which is illustrated below.



Based on the history of the site, the applicant is currently able to utilize the areas zoned Light Commercial District and also the north half of the site that is zoned Residential District 1 as the use on that portion of the lot would be considered "legal non-conforming" based on Staff's research of the history of the use. The south half that is zoned Residential District 1, where the applicant intends to construct the new feed warehouse, would have to be rezoned to allow for such.

The Planning and Zoning Commission's analysis of a zoning change begins with referring to the Comprehensive Plan's Future Land Use and Character Map, impact on existing zoning and development patterns, if any, and conformity to the Neighborhood Unit Concept of Development (NUC).

The Future Land Use Map category for the applicant's tract is Estate. This category calls for detached residential dwellings, public/institutional, and parks/public spaces being the featured development types. This category calls for a transition between the Suburban and Rural categories with larger lots (1 acre minimum) with open space between development being a key feature.

The applicant's request for Light Commercial District would not conform with this Future Land Use Map category.

Regarding the Neighborhood Unit Concept of Development (NUC), the concept calls for more intensive uses such as commercial, retail, office, and multi-family development to be located at or near Section Line Arterial Intersections with intensity of use and/or zoning decreasing inward towards the center/middle of a section.

The Planning and Zoning Commission notes that while the request for the expansion of Light Commercial District approximately 575 feet to the east further into the interior of the section would typically not be recommended, they note a few factors about this area. This section of land is bounded on the west side by two TxDot rights-of-way, US Highway 287 and River Road (Loop 434). Additionally, Light Commercial Zoning was established along the entire western side of this section of land shortly after annexation, including the portion of the applicant's tract immediately along River Road. Given these factors, it was concluded by the Planning and Zoning Commission that this section has not developed in accordance with the NUC.

Regarding existing development and zoning patterns in the area, the Planning and Zoning Commission notes that this area is primarily developed with single family homes on large acre tracts with only a handful of remaining vacant lots within the area. It is noted that the business on this tract existed prior to being annexed. Additionally, given the rural nature on the periphery of the City in this area, the Planning and Zoning Commission also does see how a business of this nature could be some-what compatible in the area if developed appropriately with impacts to surrounding residences mitigated. Upon development on the tract, the site would have to conform with all typical development ordinance standards which includes screening, landscaping, building/fire code requirements, and others depending on the exact final scope of work.

The Planning and Zoning Commission also noted the following factors in addition to those previously mentioned:

- The applicant's land use has existed on the tract prior to annexation of the area and the proposed expansion is minimal in nature (a storage warehouse to store feed).
- the applicant's tract is "landlocked" by other existing development/property owners and would not be able to expand or gain access to Bluebonnet Drive to the east, therefore limiting the potential impacts of the use to the area's character as a whole.
- Given that the immediate area is largely developed with only a handful of vacant tracts left, it is unlikely that there would be additional residential development of note in the area that would lead to additional land use incompatibility.

Given the information as a whole, the Planning and Zoning Commission was of the opinion that the request if approved would not result in detrimental impacts to the zoning, development patterns, or character of the area.

Recommendation

Notices were sent as required by State Law. As of this writing, no comments have been received on the request. Considering the factors noted, the Planning and Zoning Commission recommends **APPROVAL** of the request with a unanimous vote.

LSS 2/22/2023

ORDINANCE NO. 8051

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

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

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

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

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

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

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

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

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

> Rezoning of a 3.93 acre portion of Tract 3, Riverroad Gardens, a subdivision out of Section 161, Block 2, A.B.&M. Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways, to change from Residential District 1 and Light Commercial District to Light Commercial District and being further described in Exhibit A attached herein.

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

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

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

DRAFT

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 14th day of March, 2023 and PASSED on Second and Final Reading on this the 28th day of March, 2023.

_____
Ginger Nelson, Mayor

ATTEST:

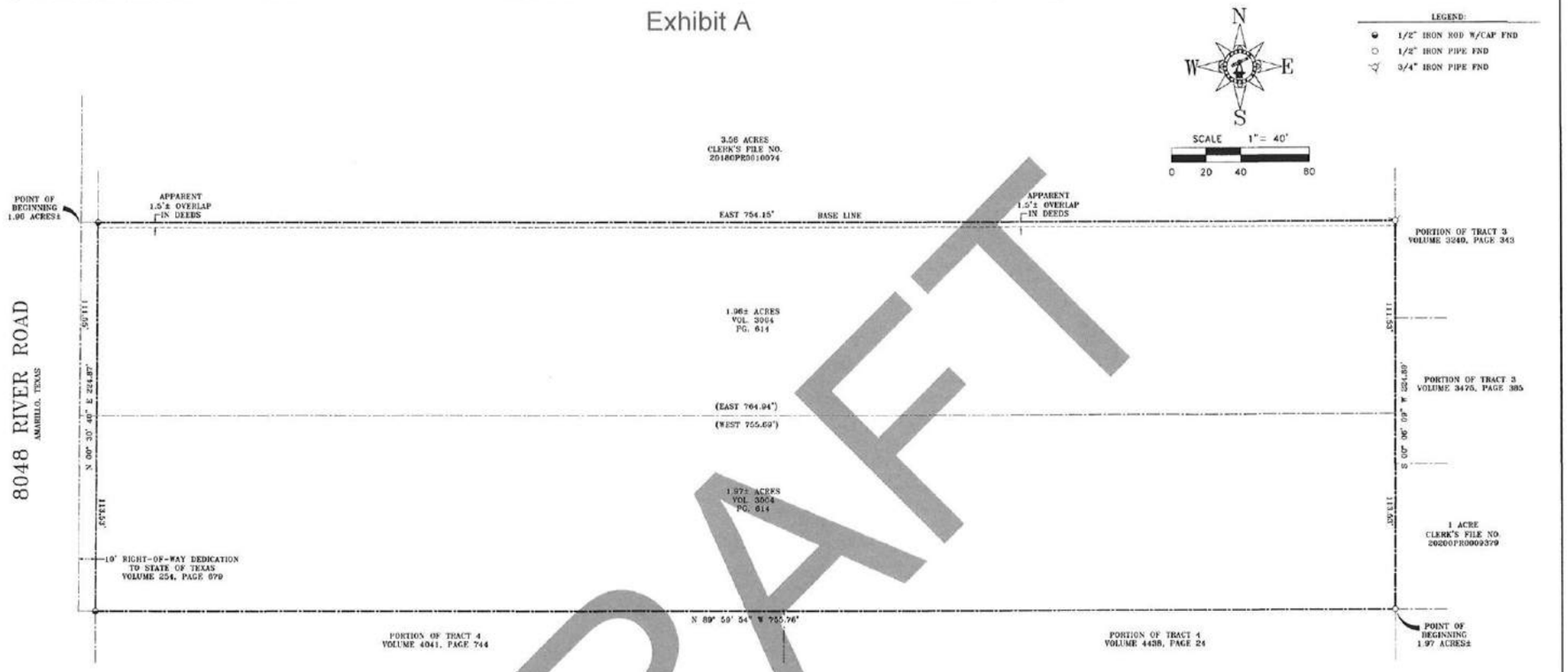
_____
Stephanie Coggins
City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams,
City Attorney

DRAFT

Exhibit A



DRAFT

DESCRIPTION

1.97 acres out of the S.W. part of Tract 3 of River Road Gardens, a Subdivision of the West ½ of Sec. 161, Block 2, AB&M Survey, Potter County, Texas, described by metes and bounds as follows:

BEGINNING at the S.E. Corner of Tract 3 of River Road Gardens, a Subdivision of the West 1/2 of Sec. 161, Block 2, AB&M;

THENCE West with the South line of said Tract 3, 510 feet to an iron pipe, the S.E. and Beginning corner of this tract;

THENCE North parallel with the East line of said Tract 3, 113.53 feet to an iron pipe for the N.E. corner of this tract;

THENCE West parallel with the South line of said Tract 3, 755.69 feet to an iron pipe for the N.W. corner of this tract, whence the center line of Highway bears West 40 feet;

THENCE South 25' W. with the East line of said Highway, 113.53 feet to an iron pipe in the original South line of said Tract 3 for the S.W. corner of this tract;

THENCE East with the South line of said Tract 3, 756.11 feet to the BEGINNING CORNER of this tract.

and

A 1.96 acre tract of land out of Section Number 161, Block No. 2, AB&M Survey, Potter County, Texas, as described as follows:

BEGINNING at an iron pipe at the Northwest corner of Lot No. 3, and the Southwest corner of Lot No. 2 of River Road Gardens, a Subdivision of the West Half of Section No. 161, Block No. 2, AB&M Survey;

THENCE South with the West line of said Tract No. 3, 112.55 feet to an iron pipe for the Northwest and beginning corner of this tract;

THENCE South with the West line of said Lot No. 3, 111.55 feet to an iron pipe for the Southwest corner of this tract;

THENCE East parallel with the North line of said Lot No. 3, 764.94 feet to an iron pipe set for the Southeast corner of this tract;

THENCE North 00° 17' 10" West 111.53 feet to an iron pipe set for the Northeast corner of this tract;

THENCE West parallel with the North line of said Tract No. 3, 764.38 feet to the beginning corner of this tract and containing 1.96 acres of land, more or less.

(Descriptions as provided in instrument recorded in Volume 3004, Page 614, Official Public Records, Potter County, Texas.)

NOTES

1. Original seal and signature of the surveyor must be present on each page for survey to be valid.

2. This plat is the property of Furman Land Surveyors Inc. Furman Land Surveyors Inc. accepts no responsibility for the use of this plat for any purpose other than its original intended use. The intended use being the consummation of the original transaction between the parties listed in the certificate hereon and issuance of title insurance for the property surveyed. Reproduction of this plat for any purpose other that its original intended use is expressly forbidden without the written consent of an authorized agent of Furman Land Surveyors Inc. Copyright 2021.

3. No investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose have been made by this Surveyor.

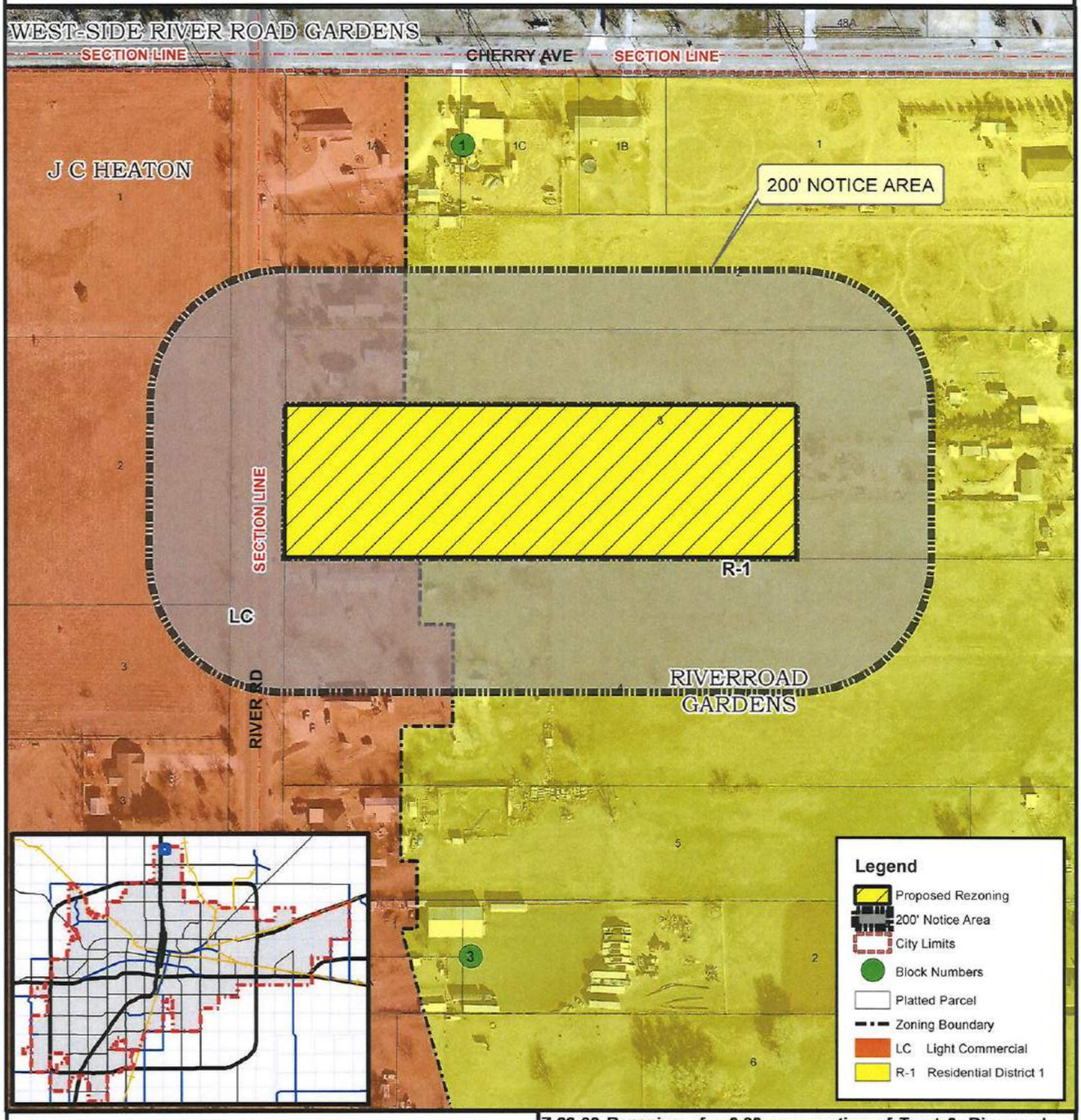
REZONING EXHIBIT

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. THIS DOCUMENT HAS BEEN RELEASED BY DARYL R. FURMAN RPLS 5374 FOR REVIEW PURPOSES ONLY. DATE: 10/15/2021

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HEATHER LYNN LEMONS, RPLS · KYLE L. BRADY, RPLS
CHASE ROME, SIT · LEONARD A. MCLAUGHLIN, SIT
TEXAS FIRM #10092400 & 10092500
P.O. BOX 1416 · AMARILLO, TEXAS 79105 · (806) 374-1246 · FAX (806) 374-1248
P.O. BOX 164 · DUMAS, TEXAS 79029 · (806) 935-1405 · FAX (806) 935-1482

PROJECT NO. 2129151 FILE NO. 0-6
DRAWING NO. P:\Dwg 21\POTTER\0-6\2129151\2129151

REZONING FROM R-1 AND LC TO LC



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 1/23/2023
Case No: Z-23-02

Z-23-02 Rezoning of a 3.93 acre portion of Tract 3, Riverroad Gardens, a subdivision out of Section 161, Block 2, A.B.&M. Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways, to change from Residential District 1 and Light Commercial District to Light Commercial District.

VICINITY: River Rd. and Cherry Ave.
APPLICANT/S: Daryl Furman for LJ4 Leasing, LLC

AP: O-6

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Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	**Council Priority**	Civic Pride
Department	Community Development		
Contact	Jason Riddlespurger, Director of Community Development		

Agenda Caption

Conduct a public hearing and consider a resolution to approve the 2021 HOME-ARP (American Rescue Plan) Allocation Plan and Amend the FY2021 Annual Action Plan.

The HOME-ARP Allocation Plan apportions 85% of funding for supportive services: $2,176,714.00. The remaining 15% of the funding is apportioned for administration and planning: $384,126.00.

Agenda Item Summary

On March 11, 2021, President Biden signed the American Rescue Plan (ARP) into law, which provides over $1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, state and local governments, individuals, and businesses.
The HOME-American Rescue Plan (HOME-ARP) is a part of ARP. It provides $5 billion in ARP funds to HOME Participating Jurisdictions (PJ) and States to address the need for homelessness assistance and supportive services. HOME-ARP funding allows PJs and States to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations.

These activities include:

1. Development and support of affordable housing,
2. Tenant-based rental assistance (TBRA),
3. Provision of supportive services; and
4. Acquisition and development of non-congregate shelter unit

The City of Amarillo Community Development Department was awarded $2,560,840 as an American Rescue Plan Act HOME Supplemental Allocation (HOME-ARP). Community Development facilitated a process to survey and receive feedback from the community and the Continuum of Care to inform the allocation plan for HOME-ARP funding received by the City of Amarillo. The Public Comment period for the HOME-ARP Allocation Plan opened on February 28th, 2023, and concludes on March 14th, 2023. This public hearing concludes the comment period.

Requested Action

*Conduct a public hearing on FY 2021 HOME-ARP allocation
*Approve the resolution to adopt the HOME-ARP Allocation Plan and amend the FY2021 Annual Action Plan to include the HOME-ARP Allocation Plan

Funding Summary

HOME-ARP Funding Total: $2,560,840.00
Supportive Services - $2,176,714.00
Administration and Planning - $384,126.00

Community Engagement Summary

- HOME-ARP funds and potential uses of these funds were presented to the Community Development Advisory Committee (CDAC) during a public meeting on June 15, 2022.
- Community Development engaged in stakeholder consultations with 41 agencies across the city to understand client barriers and gaps in services.
- Community Development distributed community surveys at community events and made surveys available across the community in an effort to broaden public participation. 531 responses were received.

Amarillo City Council
Agenda Transmittal Memo

- Community Development held a public meeting on January 5th, 2023, at the Downtown Amarillo Public Library Room AB.
- HOME-ARP Public Comment Period opened on February 28th, 2023, and concludes on March 14th, 2023.

Staff Recommendation

Staff recommends approval of the resolution adopting the 2021 HOME-ARP Allocation Plan, authorizing staff to submit the plan to HUD to secure funding.

3/9/23 CMW _____

RESOLUTION NO. 03-14-23-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: CONDUCTING A PUBLIC HEARING AND ADOPTING AN ALLOCATION PLAN FOR AN AMERICAN RESCUE PLAN ACT OF 2021 HOME INVESTMENT PARTNERSHIP PROGRAM SUPPLEMENTAL ALLOCATION, AND AMENDING THE FY2021 ANNUAL ACTION PLAN TO INCLUDE SAID ALLOCATION PLAN; 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.

WHEREAS, the City of Amarillo has been allocated $2,560,840 of federal funds as a Supplemental Allocation appropriated under the American Rescue Plan Act of 2021 (ARP) for the HOME Investment Partnership Program (HOME-ARP); and

WHEREAS, HOME-ARP funds must be used to perform activities that primarily benefit qualifying individuals or families from the following qualifying populations: homeless; at-risk of homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; populations where providing supportive services or assistance would prevent the family's homelessness or would serve those wit the greatest risk of housing instability; and veterans and families that include a veteran family member that meet one of the preceding criteria; and

WHEREAS, HOME-ARP funds can be used for the following four eligible activities: production or preservation of affordable housing, tenant-based rental assistance, provision of supportive services, and acquisition and development of non-congregate shelter units; and

WHEREAS, it is a condition for receipt of such funding that the City submit to the United States Department of Housing and Urban Development a HOME-ARP Allocation Plan; and

WHEREAS, on June 15, 2022, the City presented the HOME-ARP award amount and its potential uses to the Community Development Advisory Committee during a public meeting; and

WHEREAS, on January 5, 2023, the City held an additional meeting to gain citizen input into the development of an allocation plan; and

WHEREAS, the City also consulted with requisite agencies, including but not limited to the Continuum of Care, to inform them of the allocation plan for the HOME-ARP funding; and

WHEREAS, the City distributed surveys to citizens at community events and made surveys available across the community in an effort to broaden public participation, and 531 responses were received;

WHEREAS, on February 28, 2023, the City opened the public comment period for the HOME-ARP Allocation Plan; and

WHEREAS, the City must amend its FY2021 Action Plan to include the HOME-ARP Allocation Plan; and

WHEREAS, the City Council conducted a public hearing on this date to consider the views and opinions of the citizens, especially those most affected by the HOME-ARP Allocation Plan and the FY2021 Annual Action Plan.

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

SECTION 1. The City Council approves the HOME-ARP Allocation Plan and authorizes the use of the HOME-ARP funds for the purposes identified in the HOME-ARP Allocation Plan.

SECTION 2. The City Council amends the FY2021 Annual Action Plan to include the HOME-ARP Allocation Plan.

SECTION 3. The City Council designates the Assistant City Manager as the City's authorized official to enter into agreements to carry out the activities identified within the Plan.

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

SECTION 5. Savings. In the event this Resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Resolution, and such remaining portions shall continue to be in full force and effect.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this ____ day of _____ 2023.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____
Bryan McWilliams, City Attorney

CITY of AMARILLO

HOME ARP Allocation Plan

HOME ARP Allocation Plan
2023

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SUMMARY

On March 11, 2021, President Biden signed the American Rescue Plan (ARP) into law, which provides over $1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, state and local governments, individuals, and businesses.

The **HOME-American Rescue Plan (HOME-ARP)** is a part of ARP. It provides $5 billion in ARP funds to HOME Participating Jurisdictions (PJ) and States to address the need for homelessness assistance and supportive services. HOME ARP funding allows PJs and States to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations.

These activities include:

1. Development and support of affordable housing,
2. Tenant-based rental assistance (TBRA),
3. Provision of supportive services; and
4. Acquisition and development of non-congregate shelter units.

ARP defines qualifying individuals or families as those that are:

1. **Homeless,** as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) ("McKinney-Vento");
2. **At risk of homelessness**, as defined in section 401 of McKinney-Vento;
3. **Fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking;**
4. Part of other populations where providing supportive services or assistance would **prevent a family's homelessness** or would **serve those with the greatest risk of housing instability**; or
5. **Veterans and families** that include a veteran family member that meets the criteria in one of (1)-(4) above.

To receive its HOME-ARP allocation, the City of Amarillo must develop a HOME-ARP Allocation Plan that includes:

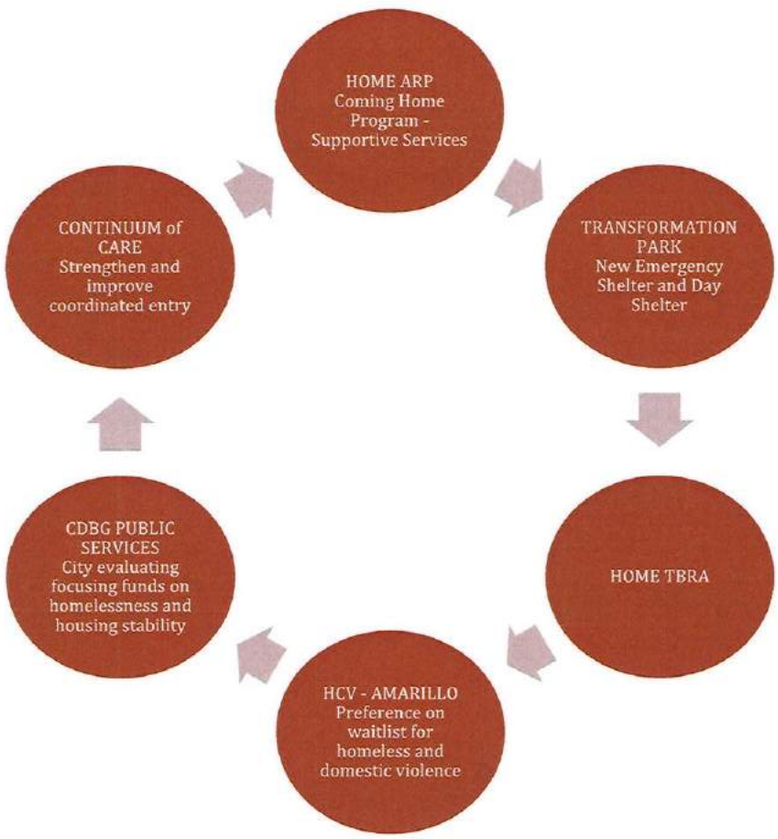
- Consultation with organizations required by HUD and community stakeholders;
- A public comment period of at least 15-day public and one public hearing;
- A needs assessment and gap analysis for HOME-ARP Qualifying Populations;
- A description of proposed HOME-ARP activities, including the amount of funding planned for each activity;
- An estimate of the number of affordable rental units that will be produced for HOME-ARP Qualifying Populations;
- Preferences, if any;
- Refinancing guidelines, if any; and
- Certifications that the Consortium members will affirmatively further fair housing and comply with all applicable cross-cutting federal regulations.

HOME ARP FUNDING SUMMARY

The City of Amarillo will receive **$2,560,840.00 as an American Rescue Plan Act HOME Supplemental Allocation.** The City plans to spend the funding on supportive services to help the City's HOME ARP qualifying populations. The HOME ARP supportive services will help augment the programs that the City already has in place or are in development to address homelessness and housing instability.

Eligible Activities	**85% of the funding will be used for supportive services. ($2,176,714.00)** 15% will be used for program administration and planning. ($384,126.00)
Preference Methods	**The City will not use any preference methods** to determine who will access supportive services first. All eligible residents who meet the requirements of a qualifying population will be served.
Referral Method	The City's homelessness community outreach team, **Coming Home, will provide intake and eligibility screening for all program participants.** The Coming Home team will take referrals from the Coordinated Entry (CE) for Continuum of Care participating organizations and outside referrals.
Waitlist	The City will not have a waiting list that has preference for one qualifying population over another. If the City does establish a waitlist, the eligible **applicants will be served in chronological order.**

The City of Amarillo has developed a comprehensive plan to address homelessness and housing instability. The plan of approach includes various activities and funding sources that will help provide comprehensive momentum in the community to create more stable housing options.



HOME ARP - Coming Home – The City has a community outreach team that helps residents who are homeless or in need of assistance to access services. Coming Home team members do coordinated entry intake, refer eligible residents to the City's HOME TBRA program and HCV, and access social services.

Through the Coming Home program, the City has been able to begin a pilot program titled the PREP Academy which has been successful. This program allows the City of Amarillo to employ people experiencing homelessness and those who have recently transitioned out of homelessness.

- **Transformation Park** – This innovative program is slated to open in 2024. Transformation Park will include a day shelter, emergency shelter in tiny homes, meeting rooms for participants to access social services. The emergency shelters will be low barrier.

Transformation Park is estimated to cost $10m. The City is supporting the project with $1.1m in ARPA SLFRF and $3.9m from the general fund. The project will be located near multi-modal transit center.

- **HOME TRBA** – The City currently funds it's Tenant Based Rental Assistance (TBRA) utilizing HUD HOME funding.
- **CDBG Public Services** – The city is the process of evaluating whether to focus public services activities to those centered around homelessness and housing instability.
- **Housing Choice Voucher** - The City's Housing Choice Voucher Program (HCV) is managed by the City's Community Development Department. Residents who are experiencing homelessness or domestic violence are placed on a priority waitlist for an HCV voucher.
- **Coordinated Entry** - The Continuum of Care is working to reevaluate and improve coordinated entry.

CONSULTATION

The City of Amarillo consulted with agencies and service providers whose clientele includes the HOME-ARP qualifying populations to identify unmet needs and gaps in the housing or service delivery system before developing its HOME-ARP allocation plan. In addition, the City of Amarillo used the consultation to determine the HOME-ARP eligible activities currently taking place within its jurisdiction and potential collaborations for administering HOME-ARP. This consultation provided a basis for the city's strategy for distributing HOME-ARP funds for eligible activities to best meet the needs of qualifying populations.

The City consulted with;

- CoC(s) serving the jurisdiction's geographic area,
- Homeless and domestic violence service providers,
- Veterans' groups,
- Public housing agencies (PHAs),
- Public agencies that address the needs of the qualifying populations,
- Public or private organizations that address fair housing,
- Public or private organizations that address civil rights,
- Public or private organizations that address the needs of persons with disabilities.

CONSULTATION PROCESS

The City reached out and had **41 organizations** and conducted individual interviews with organizations that were required as part of the HUD HOME ARP notice. The individual consultation sessions included a brief overview of HOME-ARP qualifying populations and eligible activities. Participants were asked for input on what they see as the most significant barriers and gaps in services for their clients. The City also presented information on the HOME ARP Plan and gathered feedback at **January 12, 2023, Continuum of Care** board meeting and general membership meeting.

Qualifying Populations

1. **Homeless,** as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) ("McKinney-Vento");
2. **At risk of homelessness**, as defined in section 401 of McKinney-Vento;
3. **Fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking;**
4. Part of other populations where providing supportive services or assistance would **prevent a family's homelessness** or would **serve those with the greatest risk of housing instability**; or
5. **Veterans and families** that include a veteran family member that meet the criteria in one of (1)-(4) above.

*Note: Each of the qualifying population are noted below in the **"services provided to which qualifying population"** as the assigned number above. For example "Homeless" qualifying population is the numeral 1.*

1	**Agency/Group/Organization**	**Amarillo Continuum of Care – TX-611** **Continuum of Care board meeting and general membership meeting**
	Agency/Group/Organization Type	Continuum of Care
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 The Amarillo Continuum of Care (CoC) provides community-wide planning and coordination among both homeless and mainstream service providers to ensure individuals and families get the help they need to leave homelessness and become stably housed.
	Method of Consultation	Presentation and attendance at a board meeting Presentation and attendance at a general membership meeting
	Feedback	Continuum of Care board members and general membership supported the City's plan to provide continued funding to the Coming Home program with HOME ARP funding.
2	**Agency/Group/Organization**	**Amarillo Independent School District (AISD) - Families in Transition/Homeless Services**
	Agency/Group/Organization Type	Homeless and domestic violence service providers
	Services Provided to which Qualifying Population	1

		AISD provides support and service for students and their families who qualify as homeless under the McKinney-Vento Act.
	Method of Consultation	Individual consultation/interview
	Feedback	AISD stated that many families who are experiencing homelessness struggle with accessing emergency shelters. There are only a handful of family rooms at the Salvation Army, and they are often full. Like other stakeholders, they said that the age and condition of the rental housing stock mean that families are living in substandard conditions.
3	**Agency/Group/Organization**	**Another Chance House**
	Agency/Group/Organization Type	Homeless and domestic violence service providers
	Services Provided to which Qualifying Population	1, 5 Another Chance House provides case management services for homeless men and homeless vets and people in various stages of drug/alcohol recovery. Clients receive assistance obtaining ID, birth certificates, and drivers licenses. Case managers provide counseling, employment services, assistance with budgeting, transportation services, and assistance with paying old debt.
	Method of Consultation	Individual consultation/interview
	Feedback	Clients at Another Change house are most in need of shelter, weather-appropriate clothing, assistance getting IDs, education services, and transportation. They report that the most significant barrier is accessing mental health resources for clients.
4	**Agency/Group/Organization**	**Coming Home – City of Amarillo**
	Agency/Group/Organization Type	Homeless and domestic violence service providers
	Services Provided to which Qualifying Population	All: 1, 2, 3, 4, 5 Coming Home has five main components: street outreach, housing navigation, case management, peer support, and prep academy. Outreach teams meets individuals where they are, physically and mentally, in order to provide life-saving supplies, address vital needs, and seek out individuals that may be ready for transition to long-term housing. They provide assistance on the front lines and build rapport and trust that will allow the City of Amarillo and other organizations to effectively engage with individuals in our city.

	Method of Consultation	Individual consultation/interview
	Feedback	Client face challenges with language barriers and translation services. A lack of housing for the elderly continues to be a significant obstacle.
5	**Agency/Group/Organization**	**Downtown Women's Shelter**
	Agency/Group/Organization Type	Homeless and domestic violence service providers
	Services Provided to which Qualifying Population	3 Downtown Women's Shelter works to provide women with housing and services to overcome homelessness and addiction. They manage and run transitional housing for 78 women and 40 children. They provide onsite daycare, a youth rehabilitation program, and a comprehensive drug/alcohol treatment program.
	Method of Consultation	Individual consultation/interview
	Feedback	The Downtown Women's Shelter stated that there is a need for behavioral and substance abuse treatment for children in Amarillo. There is a general lack of service and support for kids and young adults. Currently, many families only have access to in-patient programs that are out of the area – making it challenging to participate in family treatment and counseling.
6	**Agency/Group/Organization**	**Family Support Services (FSS)**
	Agency/Group/Organization Type	Homeless and domestic violence service providers
	Services Provided to which Qualifying Population	3, 5 FSS serves over 25,000 people each year, including victims of sexual assault, family violence, and human trafficking; at-risk children, families, and individuals; people in need of individual, group, marital, and family counseling; and veterans, family members of veterans, and surviving spouses. FSS services include crisis and emergency housing services for victims of family violence, sexual assault, and human trafficking, individual and family counseling services, prevention services, and a wide variety of services for Veterans, their families, and surviving spouses.
	Method of Consultation	Individual consultation/interview
	Feedback	There is an ongoing challenge with not having enough beds for families experiencing domestic violence to meet demand. Additionally, families that are transitioning out of emergency shelter into

		house are also moving into homes with no appliances and no air conditioning. AC is not a requirement, only heat.
7	**Agency/Group/Organization**	**No Boundaries**
	Agency/Group/Organization Type	Homeless and domestic violence service providers
	Services Provided to which Qualifying Population	3 No Boundaries is working to reduce human trafficking in Amarillo. They provide services to 150 families are week. Their program includes a food pantry, clothes closet, outreach in the strip clubs, and inner healing classes for victims of sex trafficking. They provide immediate assistance with whatever the individual needs to get away from their trafficker. During the interview they stated that at any point in time, anyone can go online and find 100 advertisements for "companionship" in Amarillo.
	Method of Consultation	Individual consultation/interview
	Feedback	The biggest problem is the number of people who are willing to pay for sex, and fear that victims have of getting help. Clients also struggle to access services at No Boundaries due to the city bus not running in the evening.
8	**Agency/Group/Organization**	**Panhandle Adult Rebuilding Center (thePARC)**
	Agency/Group/Organization Type	Homeless and domestic violence service providers
	Services Provided to which Qualifying Population	1 thePARC serves 35 to 45 people experiencing homelessness each day. thePARC has a day room that hosts projects and activities focusing on relationships, art classes, business classes, budgeting, and financial management.
	Method of Consultation	Individual consultation/interview
	Feedback	thePARC center reports that their clients' most significant issue is accessing transportation. There is also a need for people to have someplace to shower and use the restroom. Businesses often run them off. They also need assistance getting their IDs and getting access to the internet.
9	**Agency/Group/Organization**	**Patsy's Place**
	Agency/Group/Organization Type	Homeless and domestic violence service providers
	Services Provided to which Qualifying Population	1

		Patsy's Place is a Christ-centered transitional home in Amarillo, Texas. The volunteers and staff nurture and mentor women as they struggle to cope with the overwhelming obstacles they face almost immediately upon release from county jail or prison.
	Method of Consultation	Individual consultation/interview
	Feedback	Patsy's Place currently has capacity for 12 women. They report that there is a need for a larger facility.
10	**Agency/Group/Organization**	**Salvation Army of Amarillo**
	Agency/Group/Organization Type	Homeless and domestic violence service providers
	Services Provided to which Qualifying Population	1, 5 Salvation Army of Amarillo has a 160 bed capacity emergency shelters. There are dorms for homeless men, families, women with children, a dorm for addictions, and veterans. Currently 60 beds are filled due to strict requirements. Programs include shelter and food, empower your youth summer camps and after school programs, and music and art programs.
	Method of Consultation	Individual consultation/interview
	Feedback	The biggest challenge for clients is the lack of transportation; city buses are costly. There is also a need for more services to address drug/alcohol addiction. Clients also often have no access to affordable health care.
11	**Agency/Group/Organization**	**Saint Francis Ministries - Texas**
	Agency/Group/Organization Type	Homeless and domestic violence service providers
	Services Provided to which Qualifying Population	1, 3 Saint Francis Ministries offers foster care in Texas for children in need of a safe place to stay and a family to provide for their emotional, educational, medical, and special behavior needs. They also have facility in Lubbock that serves youth dealing with mental health and behavioral issues, survivors of human trafficking, and adults with intellectual and development disabilities.
	Method of Consultation	Individual consultation/interview
	Feedback	Families often lack food and need assistance with housing services. They refer families to other local agencies for additional assistance.
12	**Agency/Group/Organization**	**Randall County Juvenile Rehabilitation - Youth Center of the High Plains**
	Agency/Group/Organization Type	Homeless and domestic violence service providers

	Services Provided to which Qualifying Population	1, 2, 3, 4 The mission of the Youth Center of the High Plains is to provide quality secure pre-adjudication services and a continuum of quality post-adjudication residential services. These services are to be provided in a way that assures a safe, structured, secure yet positive environment for youthful offenders while promoting the safety and welfare of the community in a professional, healthy workplace so that those served will have a better opportunity to become self-sufficient, productive, law-abiding citizens upon their release.
	Method of Consultation	Individual consultation/interview
	Feedback	Clients need mental health services upon being released. They mostly need a stable home environment; kids thrive in long-term placement because they respond to the structured environment. Then they are released to a home environment that is not stable, and many will relapse into destructive behaviors. These kids need mentors/adults who will remain in their lives upon release. Someone who can give guidance and support long-term
13	**Agency/Group/Organization**	**Amarillo VA Health Care System – HUD VASH**
	Agency/Group/Organization Type	Veterans' groups
	Services Provided to which Qualifying Population	5 Ending Veteran homelessness is a top priority of VA and the Biden-Harris Administration. Earlier this year, the U.S. Interagency Council on Homelessness released All In: The Federal Strategic Plan to Prevent and End Homelessness, which set forth President Biden's ambitious goal to reduce all homelessness by 25% by 2025. Amarillo VA's U.S. Department of Housing and Urban Development-VA Supportive Housing (HUD-VASH) staff helped Veterans find housing in apartments or houses. The HUD subsidy is used to make housing affordable. The Amarillo VA Health Care System permanently housed 72 homeless Veterans in the Amarillo and Lubbock communities during 2022, providing them with the safe, stable homes they deserve.
	Method of Consultation	Individual consultation/interview
	Feedback	Mental health issues are the biggest issue for helping veterans experiencing homelessness. It is challenge getting and keeping them on the proper medication. Transportation is also a problem. Transit program does not run after 6 pm and limits access to jobs.
14	**Agency/Group/Organization**	**Veterans Resource Centers (VRC) – Family Support Services of Amarillo (FSS)**

	Agency/Group/Organization Type	Veterans' groups
	Services Provided to which Qualifying Population	5 The Veterans Resource Center (VRC) is a veteran-staffed drop-in facility that provides veterans, family members and surviving spouses with the opportunity to make their lives better. The VRC partners with local organizations that help military veterans and family members, including Socks for Soldiers, VetStar, Texas Workforce Solutions, West Texas Legal Aid, Texas Panhandle Centers, Panhandle Honor Flight, the Amarillo VA, and many others.
	Method of Consultation	Individual consultation/interview
	Feedback	The VRC reports that they sometimes see female vets are too proud to ask for services. They find that these women, who don't have drug dependence issues or domestic violence history, will often fall through the cracks. There are no services for female vets with kids who lost their income.
15	**Agency/Group/Organization**	**City of Amarillo – TX 472** **Public Housing Authority**
	Agency/Group/Organization Type	Public housing agencies (PHAs)
	Services Provided to which Qualifying Population	All: 1, 2, 3, 4, 5 The City of Amarillo PHA has 1,157 housing choice vouchers (HCV). The waitlist has a priority for people who are experiencing homelessness and/or domestic violence.
	Method of Consultation	Individual consultation/interview
	Feedback	The City of Amarillo Housing Authority reports that their clients struggle to find housing before their voucher expires, pay for rental deposits/criminal background checks, and locate rental units that will pass the HUD housing quality standards (HQS). There is a desperate need for more landlords to participate in the housing choice voucher program.
16	**Agency/Group/Organization**	**Amarillo College**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	All: 1, 2, 3, 4, 5 Amarillo College is a public community college. **Career Ready You** is Amarillo College's innovative new program that puts adult learners on a fast track to rewarding careers. The program combines

		college courses with **High School Equivalency (GED)** and **English as a Second Language (ESL)** classes.
	Method of Consultation	Individual consultation/interview
	Feedback	There is a great need for tuition assistance, transportation, child care, and groceries. The college campus offers Hagg Day Care, but there's always a wait list. Some Student are resistant to ask for help/assistance.
17	**Agency/Group/Organization**	**Amarillo Police Department**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	All: 1, 2, 3, 4, 5 Amarillo Police Department receives calls from businesses and hospitals throughout the city with complaints about homeless people loitering around their places of business. Officers provide rides to day shelters around town, or hospitals if medical attention is needed. Sometimes officers will contact Texas Panhandle Centers Behavioral & Developmental Health (TPC) or Pavilion if mental health issue is suspected. If a crime has been committed, the person will be arrested.
	Method of Consultation	Individual consultation/interview
	Feedback	The Amarillo Police Department reports that many of the people they encounter who are experiencing homelessness have mental health issues. Additionally, some have physical injury and need access to medical treatment.
18	**Agency/Group/Organization**	**City of Amarillo Department of Public Health (COADPH)**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 COADPH is a public health provider. They distribute immunizations (for a fee), provide complete services for STD's, address communicable diseases, administer the RESET program (health, recreation, and nutrition), help with refugee resettlement, and communicate community health alerts. COADPH has an STD/HIV Street Outreach Team provides mobile services. The team offers STD/HIV risk reduction counseling, referrals to services, linkage to medical care, free risk reduction supplies

		(condoms, lubricant etc.), STD/HIV prevention education, testing for gonorrhea, chlamydia, syphilis and HIV.
	Method of Consultation	Individual consultation/interview
	Feedback	COADPH says that their biggest concern or unknown is COVID and flu season. All their services are popular and utilized. They only serve Potter and Randall Counties.
19	**Agency/Group/Organization**	**Amarillo Transitional Treatment Center (ATTC)**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 Amarillo Transitional Treatment Center (ATTC), also known as Plainview Serenity Center, Inc., is a halfway house designed to provide supervised residential treatment for up to 59 men and women paroled through the Texas Department of Criminal Justice. The facility is licensed for outpatient counseling for anyone recovering from drug and alcohol addictions.
	Method of Consultation	Individual consultation/interview
	Feedback	Transportation is badly needed to help them get to and home from work. ATTC is located 9 miles outside of city limits so the nearest bus stop is miles away. Also, Texas Panhandle Centers Behavioral & Developmental Health will not treat inmates who are not from Amarillo, so inmates who live out of town will not receive badly needed mental health services while at the treatment center. Regence health network helps with other medication.
20	**Agency/Group/Organization**	**Buckner Family Place**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 **Buckner Family Pathways** provides single-parent families the opportunity to live in a safe, secure environment while completing their educational or vocational goals and learning the skills they need to be self-sufficient. Families are provided support through access to affordable housing, financial assistance, counseling, spiritual growth and case management services. Facility provides 16-unit housing (1 vacancy) for their Family Pathways Programs--individuals (with children) pursing a college education. **Transition programs**

		Buckner transition programs are provided for current and former youth in state foster care. The goal of the program is to provide training, support and guidance to youth graduating from foster care that will enhance their ability to transition into independent living.
	Method of Consultation	Individual consultation/interview
	Feedback	Clients using services with Buckner Family Place struggle with food insecurities as food stamps are limited or nonexistent. Food is not provided by Buckner.
21	**Agency/Group/Organization**	**Buckner Foster Care**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	1, 2, 3, 4 Buckner Foster care provides foster care and youth intervention services in the Texas Panhandle. They provide after-care "aging out" services at age 18. Individuals are provided a voucher to assist with living expenses, rent, and groceries. They utilize local agencies including but not limited to: foodbanks, and nurse family partnerships. They also work with the Texas Workforce Commission which has an internal staff member to assist individuals with jobs and educational opportunities. Clients can also use services at Buckner Family Pathways (housing program for individuals attending full-time college).
	Method of Consultation	Individual consultation/interview
	Feedback	Barriers for clients include transportation for young adults for work and mental health services. The greatest need for "aged-out" population is support and access to resources.
22	**Agency/Group/Organization**	**Cal Farley's Boy Ranch**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	1, 2, 3, 4 Cal Farley's Boys Ranch is a community that provides basic to moderate care for children who are referred by their parent or guardian and who are in need of more supervision than can be provided at home. The program is not part of the juvenile justice system. They are residents of the ranch until they are 18 and graduate or unenrolled by their parent/guardian. The Boys Ranch also has an independent living program for graduates who would have no other place to live upon graduating. This program provides furnished apartments, pays the rent, and teaches them life. The rent

		collected is placed in a savings account and given back to the participants upon graduating from the program.
	Method of Consultation	Individual consultation/interview
	Feedback	The biggest challenge clients in the transitional housing is lack or credit, a public bus system the stops running at 6pm, and lack of access to medical and mental health services.
23	**Agency/Group/Organization**	**Catholic Charities**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	1, 2, 3, 4, 5 Catholic Charities provides legal services, refugee resettlement, food pantry and prenatal care in Amarillo.
	Method of Consultation	Individual consultation/interview
	Feedback	Catholic Charities stated that there is a substantial challenge in reaching and providing resources for chronically homeless veterans. Additionally, there is a need for more free dental services for low-income resident. Catholic Charities also noted that the community would benefit from having a drop in youth shelter or providing assisted living options for unaccompanied youth.
24	**Agency/Group/Organization**	**Heal the City**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	1, 2, 3, 4 Heal the City is no cost health clinic. Programs include an acute care clinic, dental, pharmacy, vaccines, medication management, and spiritual care. The organization's goal is to provide quality healthcare to the uninsured community/population. Heal the City does not provide care to veterans due to the access to the VA Hospital.
	Method of Consultation	Individual consultation/interview
	Feedback	Transportation continues to be a big concern for Heal the City clients. They will provide bus passes for clients as needed.
25	**Agency/Group/Organization**	**Northwest Texas Health Hospital**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5

		Northwest Texas Health Hospital provides enough treatment to stabilize patients who are experiencing homelessness. Patients come in with illnesses and physical trauma. When they are ready to be discharged, all of the local shelters are contacted. They will either be dropped off at Salvation Army, Guyon Saunders Resource Center, Faith City Mission, or thePARC. If no discharge plan can be completed, the patient will have to stay until a discharge plan can be written up. The cost is around $2000 a day for these patients.
	Method of Consultation	Individual consultation/interview
	Feedback	Patients who are experiencing homelessness need someplace to discharge that will provide wound care if needed, or rehab through PT, or some other type of skilled nursing until they are able to independently complete their ADLs. There is no place that will provide basic outpatient services so they stay at the hospital racking up huge bills that will most likely never be paid.
26	**Agency/Group/Organization**	**Northwest Texas Health System – Behavioral Health**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 NWTHS Behavioral Health offers treatment services for children, adolescents, adults, seniors, and uniformed service members. NWTHS Behavioral Health is honored to serve those brave individuals who serve the public every day. The **Uniformed Services Program** is designed for active-duty military, veterans, law enforcement, fire fighters, emergency medical technicians and uniformed first responders who work in dangerous situations, including some healthcare professionals and those who work in security.
	Method of Consultation	Individual consultation/interview
	Feedback	
27	**Agency/Group/Organization**	**Potter County Jail**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 Upon being released, if they cannot find anybody to give them a ride, the police will drive them wherever they want to go. If the inmate is a patient of Texas Panhandle Centers Behavioral & Developmental Health, then they will be contacted. When releasing inmates with protective orders against them, the victim will be

		notified, and upon notification, a 4-hour clock starts when the inmate will be released. Currently, the jail has 548 inmates, and 35% have mental health issues. He states that NWTH, Pavilion, and BSA will sometimes have the homeless criminally trespassed, and someone will come to pick them up. A lot of fires have started in vacant buildings from people trying to keep warm. They will work with the public defender's office as long as the crimes are not violent.
	Method of Consultation	Individual consultation/interview
	Feedback	No feedback was provided.
28	**Agency/Group/Organization**	**Potter County Justice of the Peace, Precinct 1**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 Potter County does not provide any services for the evicting court. Court is held on Tuesdays and Thursdays. There are two to five evictions each week. There is no more contact with the evicted family once the eviction hearing is held.
	Method of Consultation	Individual consultation/interview
	Feedback	No feedback was provided.
29	**Agency/Group/Organization**	**Randall County Justice of the Peace, Pct. 4-A**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	Evictions are primarily due to a lack of payment of rent and other lease violations. On average, 40 families are evicted each month. No other services are provided.
	Method of Consultation	Individual consultation/interview
	Feedback	Randall County does not document the outcomes of the families upon eviction. Contact with these individuals ends upon eviction.
30	**Agency/Group/Organization**	**Randall County Sheriff's Office**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5

		Upon being released, inmates are offered a bus ticket or a ride downtown, but most of the time, they will leave on foot. Sometimes they are taken to the Tyler Street Resource Center. Almost all of them have some sort of mental health issue. They are required by law to contact victims of protective orders when the perpetrator is about to be released.
	Method of Consultation	Individual consultation/interview
	Feedback	Most of the inmates are repeat offenders. Businesses contact the authorities to have someone picked up, and the circle continues.
31	**Agency/Group/Organization**	**Texas Panhandle Community Services (PCS)**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 Panhandle Community Services is a nonprofit, community-based organization offering various programs and services to assist low-income individuals and families. Community Action equips low-income citizens with the tools and potential for becoming self-sufficient. The program's structure is unique—federal dollars are used locally to offer specialized programming in communities. PCS programs include: healthcare navigation, housing assistance, Panhandle transportation, retire and senior volunteer program, tax preparation and ACE education, utility assistance, veterans assistance, water assistance, and weatherization.
	Method of Consultation	Individual consultation/interview
	Feedback	PCS reports that their clients with a rental housing stock that is some of the oldest in the state. Additionally, many of their clients struggle to pay for trash and sewer. They have programs that can pay for the water bill, but the program is not permanent, and it can be challenging to get billing information in a timely manner.
32	**Agency/Group/Organization**	**Panhandle Regional Planning Commission (PRPC)**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5

		The Panhandle Regional Planning Commission (PRPC) is a voluntary association of cities, counties, and special districts in the Texas Panhandle. Established in 1969, the Planning Commission assists local governments in planning, developing, and implementing programs designed to improve the general health, safety, and welfare of the citizens in the Texas Panhandle. PRPC runs a variety of key programs that are available to qualifying populations in Amarillo: • Area Agency on Aging • Dispute Resolution • Economic Development • Regional Transportation Planning • Workforce Development
	Method of Consultation	Individual consultation/interview
	Feedback	PRPC had a variety of recommendations that would help residents in Amarillo who are in the greatest need. They recommended that there is a need for a comprehensive list of senior affordable housing and a need for ADA upgrades for residents with disability. They also stated that many residents struggle with getting the necessary documents (birth certificates, etc.) that are needed to participate in the program and receive supportive services.
33	**Agency/Group/Organization**	**Wesley Community Center**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 Wesley Community Center programs for low-income families include childcare, overnight childcare, a youth modeling/mentoring program, youth and adult counseling, play therapy, and a wrestling program. Programs for seniors include senior citizen outreach, transportation assistance, housing assistance, nutritional assessment and assistance, and translation/document preparation assistance. Los Barrios del Amarillo raises scholarship money for students graduating high school and also for older individuals who want to go back to school. Many of the kids in the childcare program have no primary address because they are staying with relatives while they get on their feet.
	Method of Consultation	Individual consultation/interview
	Feedback	The senior citizen population is overlooked, and many senior citizens have bounced around between different family members' households. Some seniors are Salvation Army living in emergency shelter. Many of the senior citizens need translating and document preparation

		assistance. There are many low-income apartment communities for seniors, but the waitlist is very long. Overnight childcare is desperately needed. Many families need assistance with after-school pick-ups for their kids so they do not have to leave work to pick them up. Transportation services are also greatly needed.
34	**Agency/Group/Organization**	**Workforce Solutions Panhandle**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 Workforce Solutions Panhandle assists employers and job seekers and partners with the Texas Workforce Commission to provide the largest job-matching database in the State of Texas. Workforce Solutions Panhandle provides education for low-income individuals/families, childcare assistance, SNAP E&T training, unemployment services for low-income individuals, and workforce training programs and workshops. They also work with employers, have a referral list of resources, and provide vocational rehabilitation for individuals with disabilities.
	Method of Consultation	Individual consultation/interview
	Feedback	Workforce clients' biggest challenges are having reliable transportation, finding a good paying job, and accessing skills training/education. It can be difficult for a client to increase their monthly income. Many have challenges with disabilities that make it difficult to find and maintain employment.
35	**Agency/Group/Organization**	**Legal Aid of NorthWest Texas (LANWT)**
	Agency/Group/Organization Type	Public or private organizations that address fair housing
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 Legal Aid of NorthWest Texas (LANWT) is a nonprofit organization that provides free civil legal help to low-income residents. Legal Aid of NorthWest Texas works to advance and protect the rights of low-income people in North and West Texas by providing free civil legal help through representation and advocacy that meets our mission of ensuring equal access to justice.

		LAWNT has a free legal clinic in Amarillo that focus on general civil intake, including family law, wills and estates, landlord/tenant cases, public benefits, federal tax, and real property matters. Veterans and their families are welcome.
	Method of Consultation	Individual consultation/interview
	Feedback	LANWT reports that renters face substantial challenges with eviction court. The court system in Potter and Randall Counties would benefit from an eviction prevention program that would help residents resolve their eviction proceedings. Landlords often are unwilling to participate in the dispute resolution center, and it is also difficult to get landlords to remedy building code violations. LANWT has also seen incidence where clients are being evicted because of damage to a rental unit by an abuser.
36	**Agency/Group/Organization**	**Amarillo NAACP**
	Agency/Group/Organization Type	Public or private organizations that address civil rights
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 Amarillo NAACP works to achieve equity, political rights, and social inclusion by advancing policies and practices that expand human and civil rights, eliminate discrimination, and accelerate the well-being, education, and economic security of Black people and all persons of color. NAACP offers resources/services regarding discrimination in housing, workplace, etc. They assist all citizens (all ages) and promote inclusiveness. They offer a complaint process (application) through their legal division with some assistance/recommendations. They service other populations as a youth chapter with additional resources, including ACT-SO, which promotes students who compete in various programs (math, science, poetry, etc.) and voter registration application processes. The greatest need is information and knowledge of the wide variety of community resources available to everyone.
	Method of Consultation	Individual consultation/interview
	Feedback	The greatest needs are transportation to medical, voting facilities, etc.
37	**Agency/Group/Organization**	**Texas Panhandle Centers Behavioral and Developmental Health**
	Agency/Group/Organization Type	Public or private organizations that address the needs of persons with disabilities
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5

		TPC serves individuals with behavioral health needs (mental illness), intellectual and developmental disabilities, and children with developmental delays. Costs are on a sliding scale. Programs include a suicide/crisis hotline, CPR/First Aid/AED classes, parenting classes, a parent support group, and an early childhood intervention. Services are available to help patients with autism, ADHD, conduct/defiance disorders, and mood disorders. NWTHS provides behavioral health services, intellectual and developmental disability services, Family and Youth Success Program (FAYS), and diversion/parole/probation services. Additionally, there is a veteran's services program.
	Method of Consultation	Individual consultation/interview
	Feedback	The ongoing challenge is how to assist clients when patients feel better. They stop taking their meds, and fall into relapse. Long-term treatment/care is needed for patients with mental illness. Clients also need transportation to therapy and doctor appointments.
38	**Agency/Group/Organization**	**Panhandle Independent Living Center (PILC)**
	Agency/Group/Organization Type	Public or private organizations that address the needs of persons with disabilities
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 All services are exclusively for people with physical, mental, intellectual, and emotional disabilities. PILC works with people with disabilities on a case management level. They provide transportation training, housing assistance, employment, independent living skills, and resources.
	Method of Consultation	Individual consultation/interview
	Feedback	Clients continue to have challenges with accessing transportation services. There are areas of town that have sidewalks and that are not wheelchair accessible or easily accessible for people with limited mobility (cannot safely access). The community needs more veterans' services. Youth summer and after-school programs are in great demand.
39	**Agency/Group/Organization**	**Don Harrington Discovery Center**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 The Don Harrington Discovery Center and Space Theater makes science exciting, relevant, and interesting to all types of learners by providing interactive exhibits and programs that actively engage children, adolescents, and their families.

		They serve Amarillo Independent School District (AISD) students with memberships and under-served communities and families. They provide above the basic care/needs, focusing on literacy and dignity so that all children can be afforded the same developmental/educational opportunities. They also offer a program called, Beyond, which is a community center for refugee language barriers.
	Method of Consultation	Individual consultation/interview
	Feedback	
40	**Agency/Group/Organization**	**BSA Health and BSA Hospital**
	Agency/Group/Organization Type	Public agencies that address the needs of the qualifying populations
	Services Provided to which Qualifying Population	ALL: 1, 2, 3, 4, 5 BSA Health System is an extensive hospital system providing clinical excellence to the Texas Panhandle and the tri-state area. BSA is acclaimed for its superior quality and customer service. BSA is the fourth largest employer in Amarillo, with a medical staff of more than 450 physicians and about 3,000 employees. BSA fosters an environment that allows employees to provide superior patient care in alignment with our mission. BSA Health resources include case management, transportation, substance abuse/mental health services, medications, food, utility assistance, 211, etc. They have a clothing closet from community donations and will provide free taxi rides home or to local shelters. They promote a wellness fair with free lab work and assistance with medications. Individuals can apply for medical financial aid programs (RCA). Personnel will assist with Medicare/Medicaid applications, 100% medical charity assistance, and write-offs. APS/CPS information/concerns as needed.
	Method of Consultation	Individual consultation/interview
	Feedback	BSA Hospital reports that the most significant barrier that see is the need for patients to have follow-up care and medications. Amarillo also needs additional medical/dental needs, as the area has limited health resources. Patients consistently tell clinicians that their greatest need is a safe place to stay. Many complain that their items are stolen in shelters and/or the shelters are filled with disease, and they don't want to go there.

41	**Agency/Group/Organization**	**Guyon Saunders Resource Center (GSRC)**
	Agency/Group/Organization Type	Homeless and domestic violence service providers
	Services Provided to which Qualifying Population	1 Guyon Saunders Resource Center (GSRC) Community Day Room is a safe daytime refuge offering basic services in a respectful environment that fosters dignity, trust, and hope for those experiencing homelessness and poverty. GSRC also offers a separate Children and Families Day Room. The Children and Families Day Room provides a day shelter to parents and their children – giving them the opportunity for a safe place to play, learn, and interact with others and access basic needs. Services include: some case management, day services (8 AM to 4:30PM) including showers, laundry, breakfast foods, daily lunch, snacks, a computer room with 6-7 computers, and monthly haircuts. They also provide assistance in applying for food stamps, employment, and housing (Amarillo Housing First). They are adding a legal kiosk and legal aid assistance to their facility.
	Method of Consultation	Individual consultation/interview
	Feedback	The most significant barrier is food insecurity. There is a growing concern about the lack of healthcare and a low-barrier emergency shelter. Many GSRC clients have needs and challenges that disqualify them from using high barrier emergency shelters in Amarillo.

The consultation process showed that there is a need for;

- **More supportive services.** In particular, respondents consistently mentioned that the lack of reliable transportation was a challenge for their clients to access services, travel to employment, and meet the needs of daily living. Many also mentioned that their clients struggle with getting identification. Access to behavioral health continues to be a significant challenge. Many clients need more comprehensive case management to help them achieve housing stability.
- **More shelter beds.** Providers of emergency shelter operations stated that they are almost always at capacity. Other social service providers said they have difficulty finding shelter space for their clients. This is especially acute for people discharged from institutions such as the hospital, jails, etc.
- **More affordable housing.** At the heart of it all is a lack of housing that is affordable for people who are experiencing homelessness or housing instability. The City of Amarillo administers that local housing choice voucher program (HCV). They report that they have a sizable number of unused vouchers because residents cannot find property owners willing to take the voucher/or who charge rental rates that meet HUD standards.
- **Better housing.** Amarillo has a sizable amount of rental housing that was built before 1979 and has substantial deferred maintenance. Community service providers report that residents are living in housing that lacks heating/air conditioning, running water, or has broken windows.

The City considered the feedback when deciding how to allocate HOME-ARP funds among eligible activities. The information was also part of the review process of determining preferences, methods of prioritizations, or limitations on the eligibility of qualifying populations for a HOME-ARP activity. The City also integrated this feedback into deciding how to use the referral process.

The feedback demonstrated the need to address instability within all qualifying populations (QP) in Amarillo. The concentration of resources on any one group comes at the cost of another population. Housing and financial stability within all qualifying populations have a downstream impact on reducing homelessness and housing instability. Resources that help Amarillo residents most at risk of becoming unhoused and unsheltered have lasting and long-term benefits to the households. The City used this information to determine that preferences and prioritizations might limit resources to a household facing the imminent risk of homelessness.

PUBLIC PARTICIPATION

The City of Amarillo encouraged citizen participation in developing the HOME-ARP allocation plan. Before submitting the HOME-ARP allocation plan to HUD, the City of Amarillo provided residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan of no less than 15 calendar days.

The City followed its adopted requirements for "reasonable notice and an opportunity to comment" for plan amendments in its current citizen participation plan. In addition, the city held one public hearing during the development of the HOME-ARP allocation plan before submitting the plan to HUD.

The City of Amarillo provided the following required information to the public:

- The City of Amarillo will receive **$2,560,840.00 as an American Rescue Plan Act HOME Supplemental Allocation.**
- The City plans to spend the funding on supportive services to help the City's most vulnerable residents. The HOME ARP supportive services will help augment the programs the City already has in place or have in development to address homelessness and housing instability.
- HOME ARP will fund $2,176,714 in supportive service and $384,126 in program administration and planning.

The City considered and recorded all comments and/or views of residents received in writing or orally at a public hearing when preparing the HOME-ARP allocation plan.

Throughout the HOME-ARP allocation plan public participation process, the City followed its applicable fair housing and civil rights requirements and procedures for effective communication, accessibility, and reasonable accommodation for persons with disabilities and providing meaningful access to participation by limited English proficient (LEP) residents that are in its current citizen participation plan as required by 24 CFR 91.105 and 91.115.

- Public hearings were held in ADA-accessible places, and residents were provided a way to have reasonable accommodations
- Amarillo residents were provided a way to have translation services for the HOME ARP Plan and public hearing
- The community needs survey was published in Spanish and English
- Public notices for the public hearing and public comment period were published in Spanish.

The Public Participation section of the HOME ARP plan outlines;

1. Dates of the public comment period and public hearings
2. The public participation process
3. Efforts to broaden public participation
4. Summary of public comments and community feedback
5. Summary of any comment or recommendations not accepted

PUBLIC COMMENT PERIOD AND PUBLIC HEARING(S)

- Date(s) of public notice: February 29, 2023
- Public comment period: start date – 2/28/2023, end date – 3/15/2023
- Date(s) of public hearing: March 14, 2023

January 5, 2023 – A public hearing and information session was held at the Amarillo Public Library. A presentation on the HOME ARP funding, qualifying populations, and eligible activities was given and public input was accepted.

January 11, 2023 – A public meeting and opportunity for public comment was held during the Community Development Advisory Committee (CDAC) meeting. A presentation on the HOME ARP funding, qualifying populations, and eligible activities. City staff reviewed the proposed HOME ARP activities with CDAC and the public.

March 14, 2023 – A public hearing and opportunity for public comment was held during the Amarillo City Council session. A presentation on the HOME ARP funding, qualifying populations, and eligible activities. City staff reviewed the proposed HOME ARP activities with CDAC and the public.

PUBLIC PARTICIPATION PROCESS

The City led a grassroots participation process to solicit public and stakeholder input to develop the Consolidated Plan goals, strategies, and priorities. The City created a survey that gauged public needs for the activities of the HOME-ARP Plan.

The City had information on the HOME ARP program available and distributed community surveys at community events. Surveys were available in English and Spanish. The survey outreach focused on gathering information for residents who were part of the qualifying populations. Paper surveys were distributed. Participants also had access to an online survey.

Event	Notes
Bethesda Outreach Center	Event sponsored by Trinity Fellowship
Book sale and open enrollment	Amarillo Public Library
City of Amarillo's website	An online survey was available on the City's website
City of Amarillo, Community Development Department	Surveys were available at the front desk
ESL Classes	Amarillo Public Library
Housing Choice Voucher Waitlist	Over 3,000 emails were sent to residents who are currently on the HCV waitlist
Hygiene Closet	Event held by Panhandle Community Service
Lunch and Learn	Presentation on HOME ARP and Transformation Park
Our Lady of Guadalupe Fiesta	Amarillo Civic Center
Television Interviews	Information on Amarillo's HOME ARP funding was aired on several local TV channels, including Spanish language channel

EFFORTS TO BROADEN PUBLIC PARTICIPATION

The City ensured that broad public participation was a significant part of the HOME ARP planning process.

The outreach effort specifically targeted the following residents;

- **Spanish speakers.** Surveys were available in Spanish. Outreach and surveys were available at Our Lady of Guadalupe Festival and ESL classes.
- **Qualifying populations.** Surveys were emailed to people on the HCV waiting list. Surveys were distributed at events providing social services and resources to the community.
- **Public hearings** were held in ADA-accessible buildings and at various times (day and evening) to help encourage broader participation.
- **Local media** covered the HOME ARP planning process with television news segments.

PUBLIC PARTICIPATION COMMENTS AND RECOMMENDATIONS

The City distributed a community needs survey to help understand the needs of the qualifying populations in Amarillo. There were a total of 531 responses.

Respondents were generally comprised of renters. There was a high percentage of respondents who identified as experiencing homelessness.

- 50% renters
- 47% work in Amarillo
- 30% experiencing homelessness
- 12% own a primary residence
- 1% own commercial property

Most survey respondents were White (65%). 20% were Black/African American, and 12% were multi-racial. 34% of respondents were Hispanic/Latino. Most respondents were between 30 and 49 years old (60%). An overwhelmingly large percentage were women (81%). Most had not served in the US military, only 5%. A little over 26% of respondents stated that they were living with a disability. A majority of respondents were low- to moderate-income (55%).

Do residents in Amarillo have substantial challenges finding and maintaining affordable housing? (Affordable housing is housing which costs less than 30% of monthly income.)

It was nearly unanimous on this response to this question. 94% said yes, there is a problem with affordable housing.

Do residents of Amarillo have substantial challenges with homelessness?

Again, the survey responses were in unison. 94% said there is a substantial challenge with homelessness in Amarillo.

What type of activities would help reduce homelessness and provide better housing stability for residents at risk of homelessness in Amarillo?

- Affordable rental housing (80%)
- Rental assistance (78%)
- Supportive service and case management (51%)
- Assistance to local nonprofits (39%)
- Construction of non-congregant shelters (38%)

Residents heavily favored affordable housing and rental assistance activities. The comments in the survey spoke of the need for case management and individual assistance for residents.

Survey respondents could write in information about their own lived experiences and provide input on priorities. Many respondents noted many reasons for having housing instability or homelessness and the need to help address the specific challenges for each individual.

All responses were reviewed and considered when developing the HOME ARP Plan.

Generally, the comments from the survey listed below are unedited unless minor edits are needed to make a comment easier for the reader to understand. This is a sampling of those survey responses.

How well do you understand the challenges that residents of Amarillo face who are homeless or at risk of homelessness?

1. I lost a son due to being homeless.
2. I became homeless 2yrs ago when my boyfriend died, and I was evicted during covid. A friend was gracious enough to allow me to live in his RV, but it is falling apart due to rotting. I have been working two part-time jobs, and it has been almost 15 months, but I don't see any positive changes in my life. I am running in circles trying to keep my head above water, paying what I can and the few bills I currently owe. I cannot begin to pay any of my back debts due to increases in groceries etc. I was taken off of county assistance because I live out of city limits and acquired blue cross blue shield of Texas medical insurance with deductibles that must be met. So I am acquiring more debt and have no way to pay it or get ahead.
3. Housing cost vs. rate of pay makes it extremely challenging as it is. If you're a single parent, it is much worse. Having very little "affordable" housing or HUD housing makes it even more of a challenge. Not to mention when wait lists are extremely long, oftentimes being homeless is the only option many of us have or residing in a shelter.
4. I am currently homeless, and it has become one of the hardest obstacles to overcome because since this has happened, I seem to be losing everything along with it. Like a domino effect. It is a very dangerous place to be homeless, especially to be a female out on the streets.
5. I have always had somewhere to go up till now. I have dogs, and no shelter accepts dogs. I've never been homeless in Amarillo. It's way different than a small town and a whole lot more dangerous.
6. I'm about to be homeless. In the three years I have rented my place, I had five roommates that were homeless before they stayed with me. But my electricity is shut off right now. It has been for a week, and it's cold, but I still owe 160 bucks for December rent. I've been evicted from here once before. We worked it out, and he didn't kick me out. I am just a step away from losing it all.
7. I am living on the streets. I was robbed, so they took every important paper I had to identify myself. I'm struggling with a job cause I have no id. I'm in the process of getting my kid back. It's been a real struggle. Someday I will get lucky and rent a room. Some days I'll sleep at the park.
8. It's an experience you never think will happen to you. . . from my divorce to a long-term relationship that completely drained me of everything. . .mentally, physically, and financially. Then to be held up at gunpoint in a hotel for three days, losing your job due to covid and then ultimately homeless. . . It's been a hard three years. . .and I'm trying to keep going. . .
9. I've been homeless with my daughter in Lubbock, Texas. Then we moved here, and if it weren't for my parents helping us, we would be homeless again here.

10. Me, my husband, and my two kids are homeless living with family, but they want us gone ASAP after Christmas or before Christmas. ASAP cause my mom is moving out of town.
11. I'm a disabled single mom, and it's EXTREMELY hard for me to keep a home. I always end up losing my home, including ALL of my belongings. I've now been experiencing homelessness for over ten years now.
12. My partner and I currently live in Hereford, Texas. We are homeless, and we have a disability. We are disabled, and we have a dog. I am on oxygen, and we really need to find a place.

Do residents in Amarillo have substantial challenges finding and maintaining <u>affordable housing</u>?

1. We pay half of our combined income to rent, and we live in a rather poor neighborhood and in an outdated, almost rundown house.
2. As a disabled elder living on Social Security, I assure you it is difficult!
3. My rent takes up most of my income.
4. As an individual that lives on social security/disability of $1300.00 per month solely...without panhandle community services paying part of my rent...I would be homeless! My rent is $328 plus gas and electricity. I know so many people who make triple a year what I do...and can't find affordable housing. With gas to heat my home and electricity and food...I generally have about $10.00 a month left over. High Plains food bank is not taking any more applications for food assistance...so I have turned to other resources for help. It's a whole picture that needs to be assessed...basics...food, shelter, clothing, utilities, and transportation. Needs...not wants!
5. I am familiar with many young people and young parents. They can afford a vehicle or an apartment but not both.
6. The money that we do make is barely enough to cover rent.
7. My rent is about 1/2 of my income.
8. I don't have all the documents needed to get on housing.
9. The jobs are really hard to find.
10. As a single mother who makes too much to qualify for government aid but not enough to be able to work a 40hr week to afford all my bills at times. I have to choose between working so many extra hours and missing out on raising my son.
11. Move-in costs are impossible to meet.
12. Deposits make it impossible. Move-in cost puts it out of reach
13. The apartment costs have increased substantially even after COVID. The apartments are going to do more credit and history checks before allowing anyone to move in.
14. Recently there has been inflation in every market, housing being one of them. The market costs are so high that you could basically own a house for what most pay in rent nowadays. Buying isn't even an option.
15. I never made more than $10/hr making it impossible to pay rent, car, and bills. Something always goes.
16. We can't find anything in our price range. Then everybody wants 45 dollars for application fees just to deny us, so we are out of that money.
17. I am on a fixed income and pay over $700 a month plus bills. This does not leave much for food and medicine.
18. I've had many times when I couldn't afford my rent and had to go to churches for help.
19. I'm living with family and friends back and forth from house to house. . .
20. I'm struggling to get a job because of taking care of my mom 24/7.

Do residents of Amarillo have substantial challenges with homelessness?

1. I'm on 1/4 of teachers' pay for retirement and social security. I have many doctor's appointments and health problems. Paying 30% of my monthly income isn't possible
2. Families are getting evicted because their wages have not increased, and they cannot afford their bills any longer without help. There are no programs that are helping those that are living just above low-income wage, forcing people to quit their jobs or not work just to qualify to receive help.
3. I work downtown, and we regularly have challenges with the homeless community. Coming into our business, camping out on the sidewalk, littering excessively, exposing themselves, etc. Building maintenance is cleaning up after them nearly daily.
4. Bus route stops and starts time make it so that I can't work the early morning or overnight shift.
5. Homeless do not respect our community. They trash it out. They are turning it into a filthy city.
6. Not only is it difficult to be homeless you also lose all your belongings because with nowhere to put them. What else is there to do with them? Not to mention the challenges women face being homeless because of our safety. Also, it has become challenging to try to overcome it when it's impossible to find a job when you have nowhere to sleep or shower. And since there are so many people facing homelessness, everyone is tired of helping the few that really need help because so many people take advantage of the help.
7. No place to get job skills.
8. Because most of them choose to be that way, it's all about choices.
9. I have a 70-year-old vet living with me who would probably be dead or homeless right now.
10. Those who have mental health and drug abuse challenges have trouble staying anywhere due to one size fits all rules. Those with pets have nowhere to go at all and cannot access services.
11. Multi-generational families have to dwell together in order to meet basics. Without this...many more would be homeless.
12. Amarillo has some of the largest numbers in the state proportionately to population. Part of the problem in Amarillo is that there isn't a no-barrier shelter that accepts all. A place where our homeless neighbors can transition from where they are, possibly in a camping or outside situation to something transitional, like a dormitory-style space... then receive services, transition to being housed, and then be able to launch toward self-sufficiency. One place in the city that can handle everything, giving service providers like myself a place where we can easily access folks in need.
13. Homelessness and homeless people are becoming an epidemic here in Amarillo.
14. Significant challenges with available night emergency shelter. Salvation Army has placed significant barriers, so many of our homeless population are left out and are unsheltered.

What type of activities would help reduce homelessness and provide better housing stability for residents at risk of homelessness in Amarillo?

1. Bus route stops before the early shift and before the late night shift.
2. Fixing up many places in Amarillo that can be remodeled to get people off the streets.
3. From what I've personally seen downtown, most of the homeless community appears to have some sort of mental health issue and/or substance abuse. These issues have to be handled properly, or the person is likely never going to rehabilitate successfully. I also can't help but think no amount of assistance or outreach is going to solve the problem if the individual has no desire to help themself.
4. I think case workers are very important.

5. There needs to be more affordable housing in the area or HUD housing, without a doubt. There should be agencies specifically for single-parent households that advocate for them in terms of housing, housing assistance, college assistance, and jobs. As a single mother of 4 children, it is extremely challenging trying to find something I can afford. The waiting lists are months or years out, which means we have no choice.
6. Actually, making rental assistance available and keeping rental housing affordable in order to maintain housing.
7. Stricter laws against slum lords. Safer reporting against a landlord for tenants. Protection against landlords making false claims about a tenant's character on social media platforms. Bullying of tenants on social media has become a trend here in Amarillo, and that needs to be stopped.
8. More money needs to go into supportive services and staff.
9. Mental healthcare and rehab services.
10. When you're homeless, you get to a point where you don't care anymore. You don't think you will ever get off the streets.
11. Sometimes people need that little bit of help so they can get a grip on their life and get it right again. Not everybody is an addict and wants to live the lifestyle. Sometimes people lose themselves without even knowing till it's too late.
12. Make panhandling for money illegal, and I think most of those 'homeless' people would leave town.
13. The waiting list is too long. You could be evicted before help is available.
14. Rental assistance is available. It's the supportive services that are lacking.
15. Amarillo needs more assistance overall. The population is growing daily. People are suffering every day from waiting months and months for housing assistance.
16. I think with more help with housing, people like myself and my children could get help with housing and have a safe, affordable home.
17. Actually, housing people instead of putting them on endless wait lists. I'm not sure why you're so short-sighted that you can't see the solution. A tiny home village could end all this, but the city of Amarillo prefers to keep residents entangled in bs.
18. Resources for people who have lost their homes to a disaster (natural disaster, house fire, etc.). My house burned down, and I had no direction at all. I never did find an agency that would help me, either. Because of that, I am still homeless a year later.
19. I believe the lack of non-congregant shelter is the most needed resource. We have over 300 unsheltered people in our community. Low-barrier shelters with supportive services and case management would be very helpful and fill in this major gap.
20. Need better quality housing at an affordable price.

COMMENTS OR RECOMMENDATIONS NOT ACCEPTED

The City of Amarillo accepts and records all comments. All comments and results from the online survey, public hearings, and public comment period were recorded and utilized in helping to form the activities for the HOME ARP Plan.

NEEDS ASSESSMENT AND GAPS ANALYSIS

On March 11, 2021, President Biden signed ARP into law, which provides over $1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses.

To address the need for homelessness assistance and supportive services, Congress appropriated $5 billion in ARP funds to be administered through HOME to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations.

ARP defines qualifying individuals or families as those that are:

- **Homeless,** as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) ("McKinney-Vento");
- **At risk of homelessness,** as defined in section 401 of McKinney-Vento;
- **Fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking;**
- Part of other populations where providing supportive services or assistance would **prevent a family's homelessness** or would **serve those with the greatest risk of housing instability**; or
- **Veterans and families** that include a veteran family member that meets the criteria in one of (1)-(4) above.

The **Needs and Gap Analysis section** of the HOME ARP Plan provides the following information;

1. **Overview of the demographics** of the City of Amarillo, including population, income, and housing data
2. **Housing needs inventory and gap analysis**
3. **Size and demographic composition of qualifying populations**
4. **Current resources**
5. **Unmet needs**

The City of Amarillo evaluated the size and demographic composition of **all four** of the qualifying populations within its boundaries and assessed the unmet needs of each of those populations.

The City also identified any gaps within its current shelter and housing inventory as well as the service delivery system. Current data were utilized, including point-in-time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services.

HOUSING NEEDS INVENTORY AND GAP ANALYSIS

The HOME ARP Plan will provide the following;

1. The definition of each subgroup of persons experiencing homelessness,
2. Explanation of how the City of Amarillo determined the needs and gaps in the shelter and housing inventory and service delivery services for persons experiencing homelessness
3. Size and demographic composition of the population of residents experiencing homelessness
4. Gaps in the shelter, housing inventory, and service delivery for homeless persons

The U.S. Department of Housing and Urban Development (HUD) funds local homeless assistance and prevention networks called Continuums of Care (CoC). HUD requires each CoC jurisdiction to conduct a count of sheltered and unsheltered homeless persons on one night in the last ten calendar days of January. Amarillo's most recent annual Point-In-Time (PIT) count was conducted on **January 27, 2023.**

The data from PIT Counts helps determine the amount of funding awarded for homeless programs, reports changes among the homeless population, and raises public awareness of homelessness. Data from the one-night PIT count and the longitudinal data collected by the Homeless Management Information System (HMIS) are the primary sources used to measure the progress in meeting the national strategic goal of preventing and ending homelessness.

The primary goal of the PIT Count is to provide a one-night "snapshot" of the number of homeless persons who live on the streets, in places not meant for habitation, or are currently residing in emergency shelters or homeless transitional housing projects.

The focus of the PIT Count is to identify those already experiencing homelessness. HUD's definition of homelessness for the PIT count does not include persons staying with friends or relatives, in a hotel/motel, in a treatment facility, or in jail. At the same time, persons in these circumstances may be at imminent risk of becoming homeless.

Due to the nature of a one-night count, the uses of the PIT Count data and its limitations should be noted. It is understood that a one-night point-in-time count has limitations and, in any given year, may under-count or over-count the homeless population compared to data collected over a more extended period or at other periodic intervals. **The greatest value of the PIT Count is that it is an unduplicated count of sheltered and unsheltered persons experiencing homelessness on one night.** Decreases or increases in the number of persons counted from year to year may indicate a change in the homeless population or external circumstances, or both.

The following chart shows current numbers of households experiencing homelessness as well as current housing inventory based on the Point in Time counts and Housing Inventory Count. **IMPORTANT NOTE: Data listed represents the point-in-time count for all of the Continuum of Care.** The data listed is for the entire Amarillo Continuum of Care – TX-611 geographic area and not solely for the City of Amarillo. The PIT count does not provide data specifically for the City of Amarillo.

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	111	21	227	#	229								
Transitional Housing	159	11	74	#	50								
Permanent Supportive Housing	16	7	156	#	84								
Other Permanent Housing	#	#	2	#	#								
Sheltered Homeless						154	111	15	13				
Unsheltered Homeless						3	367	5	0				
Current Gap										+18	3	19	19

Data Sources: 1. 2022 Point in Time Count (PIT); 2. 2022 Continuum of Care Housing Inventory Count (HIC); 3. Consultation

- Amarillo had a total of 584 emergency shelter, transitional housing, permanent supportive housing, and rapid rehousing beds.
- The 2022 PIT Count counted 661 people experiencing homelessness.
- Amarillo has a sizable unsheltered population. 380 people were counted as unsheltered: 68% of the people experiencing homelessness in the Amarillo Continuum of Care.

The City recently completed the 2023 Point In Time Count. There were 692 residents who were counted as homeless. There was a dramatic increase in persons counted who were unsheltered, from 380 in 2022 to 421 in 2023.

PIT January 27, 2023	Sheltered	Unsheltered	Totals
Total Persons	**271**	**421**	**692**
Adults (18+)	218	412	630
Children (Under 18)	44	0	44
Young Adults (18-24)	9	9	18
Female	60	129	189
Male	210	290	500
Transgender	1	2	3
Non-Binary	0	0	0
Chronically Homeless	3	99	102
Veterans	29	22	51

Housing Inventory Count Report	Available Units	PIT Count	Utilization
Another Chance House	43	34	79%
Downtown Women's	125	62	50%
Faith City Mission	*86	65	76%
Family Support Service	14	14	100%
Martha's Home	35	35	100%
The Salvation Army	147	62	42%
COC-Coming Home	4	2	50%
ESG- Rapid Re-Housing	14	13	93%
HCV- EHV	26	24	92%
HCV- SPC	9	18	200%
HVC- Homeless at entry	113	105	93%
HCV-VASH	129	93	72%

Non-Homeless			
	Current Inventory	Level of Need	Gap Analysis
	# of Units	# of Households	# of Households
Total Rental Units	30165		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	17%		
Rental Units Affordable to HH at 50% AMI (Other Populations)	41%		
0%-30% AMI Renter HH w/ 1 or more severe housing problems (At-Risk of Homelessness)		81%	
30%-50% AMI Renter HH w/ 1 or more severe housing problems (Other Populations)		88%	
Current Gaps			10,115

Suggested Data Sources: 1. American Community Survey (ACS); 2. Comprehensive Housing Affordability Strategy (CHAS)

Comprehensive Housing Affordability Strategy (CHAS)

In 1990, Congress passed the National Affordable Housing Act, which required that State and local governments participating in selected HUD grant programs prepare a **Comprehensive Housing Affordability Strategy (CHAS)**. The CHAS was meant to serve as the strategic guide for housing and community development activities, particularly activities funded by HUD grants and targeted to low- and moderate-income households.

The CHAS data combines ACS microdata with **HUD-adjusted median family incomes (HAMFI)** to estimate the number of households that qualify for HUD assistance. The CHAS data also incorporate household characteristics (race/ethnicity, age, family size, disability status) and housing unit characteristics (such as the number of bedrooms and rent/owner costs).

The Community Housing Affordability Strategy (CHAS) evaluates the conditions of families in the area's lower 80% of the Housing Affordability Median Income. On September 9, 2022, HUD released updated CHAS data based on 2015-2019 ACS 5-year estimates. These recently released data tables are for 2015-2019.

Income Category

Extremely low-income	30% HAMFI
Very low-income	>30% - 50% HAMFI
Low income	>50% - 80% HAMFI
Low- and middle-income	<100% HAMFI
Upper income	>100% HAMFI

Amarillo Extremely low-income households (=30% HAMFI)

- 6,160 Amarillo households are extremely low-income renters. This group accounts for 20% of all renters in Amarillo.
- Almost all extremely low-income renters have one or more housing problems. 4,960 extremely low-income households have one or more housing problems. This account for 80% of all extremely low-income renters.
- 4,835 extremely low-income renter households have a housing cost burden of >30%. This account for 78% of all extremely low-income renter households.
- 4,180 extremely low-income renter household shave a housing cost burden of >50%. This account for 68% of all extremely low-income renter households.

Amarillo Very low-income households (>30% to <50% HAMFI)

- 5,885 Amarillo households are very low-income renters. This group accounts for 19% of all renters in Amarillo.
- Almost all very low-income renters have one or more housing problems. 5,155 very low-income households have 1 or more housing problems. This account for 88% of all very low-income renters.
- 4,975 very low-income renter households have a housing cost burden of >30%. This account for 85% of all very low-income renter households.
- 1,740 extremely low-income renter household shave a housing cost burden of >50%. This account for 30% of all very low-income renter households.

NOTE: The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than one person per room, and a cost burden greater than 30%. The cost burden is the ratio of housing costs to household income. For renters- housing cost is gross rent (contract rent plus utilities)

SIZE AND DEMOGRAPHIC COMPOSITION OF QUALIFYING POPULATIONS

HOME-ARP requires funds to benefit individuals and families in the specified "qualifying populations." Any individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria (e.g., additional income criteria).

HOME-ARP defines qualifying individuals or families as those that are:

1. **"Homeless",** as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) ("McKinney-Vento");
2. **"At risk of homelessness"**, as defined in section 401 of McKinney-Vento;
3. **"Fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking";**
4. Part of "**other populations"** where providing supportive services or assistance would **prevent a family's homelessness** or would **serve those with the greatest risk of housing instability**; or
5. **"Veterans and families"** that include a veteran family member that meet the criteria in one of 1-4 above.

QUALIFYING POPULATION: HOMELESS

The HOME ARP program broadly defines homelessness utilizing several federal definitions of homelessness. In particular, this definition includes unaccompanied youth and families with children/youth who are experiencing extreme housing instability. Additionally, the HOME ARP definition also includes individuals and families who are at imminent risk of losing their nighttime residence.

The HOME ARP definition allows for qualification as homelessness for any of the three subgroups:

1. Lack of nighttime residence,
2. The imminent loss of nighttime residence, and
3. Unaccompanied youth under 25/families with children and youth.

HOMELESS SUBPOPULATION: LACK OF NIGHTTIME RESIDENCE

An individual or family who **does not have a nighttime residence** includes:

- People whose nighttime **residence is not designed for regular sleeping accommodations**. This may include sleeping in a car, park, abandoned buildings, train stations, or camping ground.
- People who are sleeping in a shelter designed to provide **temporary living arrangements.** This may include homeless shelters, transitional housing, and hotels/motels paid for by charitable organizations or government programs.
- People who are **exiting an institution** where they have been for 90 days or less and who lived in an emergency shelter of place not designed for regular sleeping accommodations before they entered that institution.

DEMOGRAPHICS: LACK OF NIGHTIME RESIDENCE

The Amarillo Continuum of Care counted 383 people who were unsheltered during the 2022 Point In Time County. In Amarillo, 68% of the homeless population is unsheltered.

- 367 persons were counted as unsheltered in households without children
- 3 persons were counted as unsheltered in households with at least one adult and one child
- 13 persons were counted in households with only children.

People experiencing homelessness and unsheltered generally reflected the overall demographics in Amarillo. [1] However, the population of people who are Black/African American was higher than the over population. Men were also far more likely to unsheltered than women.

- 30% of people who were unsheltered homeless were Hispanic/Latino; the City of Amarillo's population is 34%.
- 16% of people who were unsheltered homeless were Black/African American; the City of Amarillo's population is 7%.
- 71% of the unsheltered population were men.

People who were unsheltered were struggling with substantial life challenges.

- 37 unsheltered people were chronically homeless
- 25 unsheltered people had severe mental illness
- 20 unsheltered people had chronic substance abuse
- 5 unsheltered people were veterans
- 3 unsheltered people had HIV/AIDS
- 26 unsheltered people were unaccompanied youth

HOMELESS SUBPOPULATION: INDIVIDUAL OR FAMILY WHO IMMINENTLY LOSE THEIR PRIMARY NIGHTTIME RESIDENCE

An individual or family who **imminently may lose their primary nighttime residence** includes people who:

- Will lose their nighttime residence within 14 days of application of homeless assistance;
- Have no subsequent residence has been identified; and
- Have no support networks or resources.

DEMOGRAPHICS: THE IMMINENT LOSS OF NIGHTTIME RESIDNCE

One of the ways to evaluate the number of residents at imminent risk of losing their nighttime residence is to evaluate how many cases are being held in the eviction courts. The City of Amarillo straddles two Counties; Potter and Randall Counties. Each one holds its own eviction court.

Randall County Justice of the Peace reports that they process the **eviction of 40 households each month**. They do not track the outcome of the eviction proceedings past the court order. There are no eviction services offered.

[1] US Census Population Estimates, July 1, 2021, (V2021)

Potter County Justice of the Peace, reports that they process the eviction of 8-20 households each month. There is no contact with the evicted household after the hearing is held.

The City of Amarillo reached out to local hospitals and county jails. Both the jails and hospitals noted that they often see unsheltered homeless individuals repeatedly cycling in and out of their systems. They did not have data on the demographics or number of people who were being discharged into homelessness; but did state that this is not an uncommon occurrence.

HOMELESS SUBPOPULATION: UNACCOMPANIED YOUTH UNDER 25 YEARS OR AGE, OR FAMILIES WITH CHILDREN AND YOUTH

Unaccompanied youth under 25 years or age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

- Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
- Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
- Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

McKinney-Vento Definition of Homelessness

Anyone who lacks a fixed, regular, and adequate nighttime residence, including:

- Sharing the housing of others due to lack of housing, economic hardship, or similar reason
- Living in motels, hotels, trailer parks, and camping grounds due to a lack of adequate alternative accommodations
- Living in emergency or transitional shelters
- Abandoned in hospitals
- Awaiting foster care placement
- Living in a public or private place not designed for humans to live
- Living in cars, parks, abandoned buildings, public train stations, etc.
- A migrant child who qualifies under any of the above

DEMOGRAPHICS: UNACCOMPANIED YOUTH UNDER 25 YEARS OF AGE, OR FAMILIES WITH CHILDREN AND YOUTH

2022 Point In Time Count

Families with children and youth accounted for 58 households in the 2022 Point in Time County. There were 26 households with only children; half of these households (13) were unsheltered.

The household breakdown for youth and families with children:

- 89 children under 18 were counted. 73 were in transitional housing. 13 were in emergency shelter. And one child was unsheltered.
- 6 youth were counted in households with at least one adult and one child. 5 were in emergency shelter and 1 was unsheltered.

There were also 19 persons aged 18-24 in households without children.

The 2022 Point In Time Count also separated out unaccompanied youth and parenting youth into subcategories.

- 44 unaccompanied youth were counted. 9 were sheltered, 9 were in transitional housing, and the remaining 26 were unsheltered.
- 6 parenting youth were counted. 5 were in emergency shelter and 1 was unsheltered.

McKinney-Vento Youth

Amarillo Independent School District (AISD) reports that **778 students in the school year 2022 met the McKinney-Vento definition of homeless.**

- 62 were in shelter
- 617 were doubled up with other households
- 35 were in hotels
- 64 were unsheltered

The number of homeless students in AISD is one of the highest per capita in Texas.[2]

- 1,803 homeless enrolled students in 2020-2021
- 1,898 homeless enrolled students in 2019-2020
- 1,930 homeless enrolled students in 2018-2019
- 1,829 homeless enrolled students in 2017-2019
- 2,236 homeless enrolled students 2016-2018
- 2,174 homeless enrolled students 2015-2016

[2] US Department of Education, ED Data Express

The major causes of homelessness for children in the U.S. involve both structural and individual factors, including:

1. the nation's persistently high rates of poverty for families;
2. a lack of affordable housing across the nation;
3. continuing impacts of the Great Recession;
4. racial disparities in homelessness;
5. the challenges of single parenting; and
6. the ways in which traumatic experiences, especially domestic violence, precede and prolong homelessness for families.

"America's Youngest Outcasts - A Report on Child Homelessness" American Institutes for Research, 2014.

Homelessness can have a tremendous impact on children – their education, health, sense of safety, and overall development. Fortunately, researchers found that children are also highly resilient. Differences between children who have experienced homelessness and low-income children who have not experienced homelessness typically diminish in the years following a homeless episode.

When compared to low-income and homeless families, children experiencing homelessness have been shown to:

- Have higher levels of emotional and behavioral problems;
- Have increased risk of serious health problems;
- Are more likely to experience separations from their families; and
- Experience more school mobility, repeat a grade, are more likely to be expelled or drop out of school, and have lower academic performance.

"National Alliance to End Homelessness"

The **McKinney-Vento Act,** which later became part of the No Child Left Behind Act (NCLB), mandates protections and services for homeless children and youth, including those with disabilities. The 2004 reauthorization of IDEA also includes amendments that reinforce timely assessment, inclusion, and continuity of services for homeless children and youth with disabilities.

UNMET HOUSING AND SERVICE NEEDS: HOMELESS

Amarillo's lack of a low-barrier emergency shelter results in a high percentage of homeless residents to be unsheltered. During the 2023 Point in Time County, 380 people were counted as unsheltered: 68% of the people experiencing homelessness in the Amarillo Continuum of Care.

People in Amarillo who are experiencing homelessness have an unmet housing need for affordable housing. Many of these residents are also in need of permanent supportive housing where they can receive ongoing case management services.

CURRENT SHELTER AND HOUSING INVENTORY GAPS: HOMELESS

The 2022 PIT Count counted 366 individuals who were unsheltered out of a homeless population of 476. Amarillo currently has no low-barrier shelters. The community needs survey had several respondents who were currently experiencing homelessness. Their comments highlighted the need for a shelter where a person can bring their dog, have fewer restrictions, and have greater flexibility that matches their current needs.

HOMELESS: PRIORITY NEEDS

The priority needs for persons experiencing homelessness to address their immediate need for safe shelter, food, and health assistance. The priority is also to find supportive or permanent housing that is affordable for residents who are experiencing homelessness.

HOW NEEDS AND GAPS WERE DETERMINED: HOMELESS

The City of Amarillo determined of need and gaps for shelter and housing inventory by reviewing available data sets, conducting interviews with community service providers, community outreach events, and a community survey targeted to residents who are members of qualifying populations. Additionally, the City used information from the Continuum of Care, public housing authority, and internal departments within the City.

QUALIFYING POPULATION: AT RISK OF HOMELESSNESS AS DEFINED IN 24 CFR 91.5

The HOME ARP program broadly defines at risk of homelessness using a combination of income, available resources, and list of conditions that makes a household more likely to become homeless.

The HOME ARP definition allows for qualification as at risk of homelessness for a household that meets the following criteria;

1. Annual income below 30% of median family income for the areas,
2. Does not have sufficient resources or support networks, and
3. Meets on of the following conditions:
    a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
    b. Is living in the home of another because of economic hardship;
    c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
    d. Lives in a hotel or motel, and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
    e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
    f. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
    g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

DEMOGRAPHICS: AT RISK OF HOMELESSNESS

Comprehensive Housing Affordability Strategy (CHAS)

In 1990, Congress passed the National Affordable Housing Act, which required that State and local governments participating in selected HUD grant programs prepare a **Comprehensive Housing Affordability Strategy (CHAS)**. The CHAS was meant to serve as the strategic guide for housing and community development activities, particularly activities funded by HUD grants and targeted to low- and moderate-income households.

The CHAS data combines ACS microdata with **HUD-adjusted median family incomes (HAMFI)** to estimate the number of households that qualify for HUD assistance. The CHAS data also incorporate household characteristics (race/ethnicity, age, family size, disability status) and housing unit characteristics (such as the number of bedrooms and rent/owner costs).

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Income Category

Extremely low-income	30% HAMFI
Very low-income	>30% - 50% HAMFI
Low income	>50% - 80% HAMFI
Low- and middle-income	<100% HAMFI
Upper income	>100% HAMFI

Amarillo Extremely low-income households (=30% HAMFI)

- **6,160 Amarillo households are extremely low-income renters**. This group accounts for 20% of all renters in Amarillo.
- Almost all of the extremely low-income renters have one or more housing problems. **4,960 extremely low-income households have one or more housing problems.** This account for 80% of all extremely low-income renters.
- 4,835 extremely low-income renter households have a housing cost burden of >30%. This account for 78% of all extremely low-income renter households.
- **4,180 extremely low-income renter household shave a housing cost burden of >50%**. This account for 68% of all extremely low-income renter households.

There are 4,960 extremely low-income households (30% HAMFI) that have a housing cost burden of >50% in Amarillo. These households are also at high risk of eviction.

Randall County Justice of the Peace reports that they process the **eviction of 40 households each month**. They do not track the outcome of the eviction proceedings past the court order. There are no eviction services offered.

Potter County Justice of the Peace, reports that they process the eviction of 8-20 households each month. There is no contact with the evicted household after the hearing is held.

UNMET HOUSING AND SERVICE NEEDS: AT RISK OF HOMELESSNESS

Community service providers and available data show the need for access to more affordable housing. Additionally, the housing that is financially available to this group often has deferred maintenance and may not pass a HUD Housing Quality Inspection (HQS). The public housing authority is having challenges in finding rental owners who are willing to take a housing choice voucher.

Households at risk of homelessness are also in need of supportive services to help them access available community resources, manage their existing challenges, and plan for their future. Comprehensive guidance and support are needed to help these households maintain their housing and gain financial stability.

CURRENT SHELTER AND HOUSING INVENTORY GAPS: AT RISK OF HOMELESSNESS

Residents who are at risk of homelessness face a precarious situation where they are forced to choose between paying for housing and other necessary household costs.

PRIORITY NEEDS: AT RISK OF HOMELESSNESS

The priority and immediate need for persons who are at risk of homelessness is to address their need for stable housing.

HOW NEEDS AND GAPS WERE DETERMINED: AT RISK OF HOMELESSNESS

The City of Amarillo determined of need and gaps for shelter and housing inventory by reviewing available data sets, conducting interviews with community service providers, community outreach events, and a community survey targeted to residents who are members of qualifying populations. Additionally, the City used information from the Continuum of Care, public housing authority, and internal departments within the City.

QUALIFYING POPULATION: FLEEING, OR ATTEMPTING TO FLEE, DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING, AS DEFINED BY HUD IN THE NOTICE

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

This population includes cases where an individual or family reasonably believes that there is a **threat of imminent harm from further violence due to dangerous or life-threatening conditions** that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit, in the case of sexual assault. This also includes cases where an individual reasonably believes there is a **threat of imminent harm from further violence if the individual remains within the same dwelling unit** that the individual is currently occupying or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

Domestic violence, which is defined in 24 CFR 5.2003, includes felony or misdemeanor crimes of violence committed by:

1. A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
2. A person with whom the victim shares a child in common;
3. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
4. A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
5. Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence which is defined in 24 CFR 5.2003, means violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    a. The length of the relationship;
    b. The type of relationship; and
    c. The frequency of interaction between the persons involved in the relationship.

Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking, which is defined in 24 CFR 5.2003, means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

1. Fear for the person's individual safety or the safety of others; or
2. Suffer substantial emotional distress.

Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:

1. ***Sex trafficking*** means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
2. ***Labor trafficking*** means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

DEMOGRAPHICS: FLEEING, OR ATTEMPTING TO FLEE, DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING

The 2023 Point In Time Count counted 14 people who were emergency shelter and domestic violence survivors.

Family Support Services is the domestic services provider in Amarillo. They provide emergency shelter and services to people who are fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, and human trafficking. **They serve over 1,100 clients each year.**

UNMET HOUSING AND SERVICE NEEDS: FLEEING, OR ATTEMPTING TO FLEE, DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING

The community is need of additional emergency housing and transitional housing beds for households needing a safe and secure home. This qualifying population also needs assistance with maintaining their existing housing. Local service providers report that VAWA violations by rental owners result in victims being evicted from their homes.

CURRENT SHELTER AND HOUSING INVENTORY GAPS: FLEEING, OR ATTEMPTING TO FLEE, DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING

The need for emergency shelter beds and transitional housing exceeds the available resources in the community. Service providers report that the need for service has risen dramatically since the COVID-19 epidemic.

PRIORITY NEEDS: FLEEING, OR ATTEMPTING TO FLEE, DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING

The most immediate priority need is for additional safe shelter and for supportive services for households to regain their housing and financial stability. Health care, mental health care, childcare, and other supportive services are also critical to help this population to heal and gain financial security.

HOW NEEDS AND GAPS WERE DETERMINED: FLEEING, OR ATTEMPTING TO FLEE, DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING

The City of Amarillo determined of need and gaps for shelter and housing inventory by reviewing available data sets, conducting interviews with community service providers, community outreach events, and a community survey targeted to residents who are members of qualifying populations. Additionally, the City used information from the Continuum of Care, public housing authority, and internal departments within the City.

QUALIFYING POPULATION: OTHER POPULATIONS REQUIRING SERVICES OR HOUSING ASSISTANCE TO PREVENT HOMELESSNESS AND OTHER POPULATIONS AT GREATEST RISK OF HOUSING INSTABILITY, AS DEFINED BY HUD IN THE NOTICE

Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability.

HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

1. Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

2. At Greatest Risk of Housing Instability is defined as either:
    i. Has annual income that is less than or equal to **30% of the area median income,** as determined by HUD, and is **experiencing severe cost burden** (i.e., is paying more than 50% of monthly household income toward housing costs);
    ii. Has annual income that is less than or equal to **50% of the area median income,** as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5:
        A. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
        B. Is living in the home of another because of economic hardship;
        C. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
        D. Lives in a hotel or motel, and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
        E. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
        F. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
        G. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan

DEMOGRAPHICS: OTHER POPULATIONS REQUIRING SERVICES OR HOUSING ASSISTANCE

Amarillo Extremely low-income households (=30% HAMFI)

- 6,160 Amarillo households are renters who are extremely low-income. This group accounts for 20% of all renters in Amarillo.
- Almost all of extremely low-income renters have one or more housing problems. 4,960 extremely low-income households have one or more housing problems. This account for 80% of all extremely low-income renters.
- 4,835 extremely low-income renter households have a housing cost burden of >30%. This account for 78% of all extremely low-income renter households.
- 4,180 extremely low-income renter household shave a housing cost burden of >50%. This account for 68% of all extremely low-income renter households.

Amarillo Very low-income households (>30% to <50% HAMFI)

- 5,885 Amarillo households are renters who are very low-income. This group accounts for 19% of all renters in Amarillo.
- Almost all very low-income renters have 1 or more housing problems. 5,155 very low-income households have 1 or more housing problems. This account for 88% of all very low-income renters.
- 4,975 very low-income renter households have a housing cost burden of >30%. This account for 85% of all very low-income renter households.
- 1,740 extremely low-income renter household shave a housing cost burden of >50%. This account for 30% of all very low-income renter households.

NOTE: The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than one person per room, and a cost burden greater than 30%. The cost burden is the ratio of housing costs to household income. For renters- housing cost is gross rent (contract rent plus utilities).

UNMET HOUSING AND SERVICE NEEDS: OTHER POPULATIONS REQUIRING SERVICES OR HOUSING ASSISTANCE

Residents who have other unmet housing and service needs that place them at risk of homelessness and housing instability are in need of immediate help with finding and maintaining affordable housing. Additionally, this group needs supportive services to help address the underlying financial instability.

Amarillo needs more affordable housing that is in good condition. Residents in this qualifying population also contend with a severe housing cost burden.

CURRENT SHLETER AND HOUSING INVENTORY GAPS: OTHER POPULATIONS REQUIRING SERVICES OR HOUSING ASSISTANCE

Amarillo's two eviction courts, in Randall and Potter County, do not have an eviction prevention and diversion program. They do not track the outcomes of evictions. All qualifying populations would benefit from a program that would help extremely low-income and very low-income residents maintain stable housing.

Additionally, rental assistance resources to help prevent eviction and homelessness do not meet the current need in the community. The federal programs that distributed this funding during the COVID-19 epidemic are no longer available or sharply reduced.

PRIORITY NEEDS: OTHER POPULATIONS REQUIRING SERVICES OR HOUSING ASSISTANCE

The most immediate need for residents who fall into the "other populations" category is stable and affordable housing coupled with supportive services.

HOW NEEDS AND GAPS WERE DETERMINED: OTHER POPULATIONS REQUIRING SERVICES OR HOUSING ASSISTANCE

The City of Amarillo determined of need and gaps for shelter and housing inventory by reviewing available data sets, conducting interviews with community service providers, community outreach events, and a community survey targeted to residents who are members of qualifying populations. Additionally, the City used information from the Continuum of Care, public housing authority, and internal departments within the City.

QUALIFYING POPULATION: VETERANS AND FAMILIES

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

Amarillo has [3] a veteran civilian population of 12,223, comprising 8.4% of the population.

- Most veterans in Amarillo are men: 89% men and 11% women.
- The largest age group of veterans is 35-54 years old (33%).
- Veterans in Amarillo are generally White (82%). Hispanic/Latino Veterans are 14% of the Veteran population.

The US Census looks at veteran poverty using federal poverty guidelines. The is a separate measurement from the HUD definition of Area Median Income. However, it can still be used to help show the size of a population that has a high likelihood of meeting HUD income guidelines.

Civilian population 18 years and over for whom poverty status is determined	12,038
Income in the past 12 months below poverty level	**742**
Income in the past 12 months at or above poverty level	11,296

AMARILLO VETERAN POVERTY STATUS IN THE PAST 12 MONTHS

VETERAN CIVILIAN POPULATION 18 YEARS AND OVER FOR WHOM POVERTY STATUS IS DETERMINED	12,038	(X)
INCOME IN THE PAST 12 MONTHS BELOW POVERTY LEVEL	742	6.2%
INCOME IN THE PAST 12 MONTHS AT OR ABOVE POVERTY LEVEL	11,296	93.80%

US Census identifies 742 veterans who meet the federal poverty status in the past 12 months. This group accounts for 6.2% of veterans in Amarillo.

AMARILLO VETERAN EDUCATIONAL ATTAINMENT

CIVILIAN POPULATION 25 YEARS AND OVER	12,223	(X)
LESS THAN HIGH SCHOOL GRADUATE	801	6.6%
HIGH SCHOOL GRADUATE (INCLUDES EQUIVALENCY)	2,697	22.1%
SOME COLLEGE OR ASSOCIATE'S DEGREE	4,813	39.4%
BACHELOR'S DEGREE OR HIGHER	3,912	32.0%

AMARILLO VETERAN DISABILITY STATUS

CIVILIAN POPULATION 18 YEARS AND OVER FOR WHOM POVERTY STATUS IS DETERMINED	12,038	(X)
WITH ANY DISABILITY	3,690	30.7%
WITHOUT A DISABILITY	8,348	69.3%

[3] American Community Survey, S2101, 2021 ACS 1-Year Estimates, Veterans

The 2022 Point in Time Count listed 15 Veterans in emergency shelter and 5 who were unsheltered.

The 2022 Housing Inventory Count list the following for Veterans:

- 229 emergency shelters beds
- 50 transitional housing beds
- 84 places in permanent supportive housing

The service providers for these programs include Salvations Army, Family Support Services, and Faith City Ministries.

UNMET HOUSING AND SERVICE NEEDS: VETERANS AND FAMILIES

Amarillo veterans continue to need access to emergency shelter, permanent supportive housing, and supportive services. In the 2022 point in time count, 30% of veterans were unsheltered.

CURRENT SHELTER AND HOUSING INVENTORY GAPS: VETERANS AND FAMILIES

The City of Amarillo lacks a low barrier emergency shelter. The existing emergency shelters have barriers to care that make it challenging for homeless veterans to access services. Additionally, there is a need for health care, mental health care, food, and other basic services to help veterans regain housing stability.

PRIORITY NEEDS: VETERANS AND FAMILIES

The most immediate priority for veterans is to address the needs of unsheltered veteran population in Amarillo.

HOW NEEDS AND GAPS WERE DETERMINED: VETERANS AND FAMILIES

The City of Amarillo determined of need and gaps for shelter and housing inventory by reviewing available data sets, conducting interviews with community service providers, community outreach events, and a community survey targeted to residents who are members of qualifying populations. Additionally, the City used information from the Continuum of Care, public housing authority, and internal departments within the City.

EXPLAIN HOW THE PJ DETERMINED THE LEVEL OF NEED AND GAPS IN THE PJ'S SHELTER AND HOUSING INVENTORY AND SERVICE DELIVERY SYSTEMS BASED ON THE DATA PRESENTED IN THE PLAN:

The City of Amarillo utilized data from the Point In Time Count, Housing Inventory Count, consultation with local providers, and ongoing communication within the Amarillo Continuum of Care to determine the need and gaps in the shelter and housing inventory and service delivery system.

CURRENT RESOURCES AVAILABLE TO ASSIST QUALIFYING POPULATIONS

Data provided is based on the preliminary results of the PIT count from January 27, 2023, consultation with local providers, and publicly available information.

Type of services: (1) congregant and non-congregant shelters, (2) supportive services, (3) TBRA, (4) permanent supportive housing
Qualifying Population: (1) Homeless, (2) At risk of homelessness, (3) Domestic Violence et al., (4) Other populations, (5) Veterans and families

This table shows the primary providers shelters beds, supportive services, tenant-based rental assistance (TBRA) and permanent supportive housing in Amarillo. It does not list all service

Organization	Services Provided	Type of services:	Qualifying Population:
Faith City Ministries	Faith City Mission has 86 emergency shelter units available. They also have 25 transitional housing beds. Faith City provides emergency food, clothing, shelter, and showers for Amarillo's homeless community. They serve three hot meals Monday through Saturday. This organization also provides emergency overnight shelter, inclement weather shelter, day room, and Chapel services.	(1) Congregant and Non-congregant shelter (2) Supportive services	(1) Homeless

Family Support Services	FSS has 14 emergency shelter beds for residents who are victims of domestic violence et al. FSS provides a comprehensive network of services in four major areas: domestic violence/sexual assault services, counseling services, educational services, and veterans' services. FSS serves over 25,000 people each year, including victims of sexual assault, family violence, and human trafficking; at-risk children, families, and individuals; people in need of individual, group, marital, and family counseling; and veterans, family members of veterans, and surviving spouses. FSS services include crisis and emergency housing services for victims of family violence, sexual assault, and human trafficking, individual and family counseling services, prevention services, and a wide variety of services for Veterans, their families, and surviving spouses. FSS also runs the **Veterans Resource Center (VRC).** The VRC is a veteran-staffed drop-in facility that provides veterans, family members and surviving spouses with the opportunity to make their lives better. The VRC partners with local organizations that help military veterans and family members, including Socks for Soldiers, VetStar, Texas Workforce Solutions, West Texas Legal Aid, Texas Panhandle Centers, Panhandle Honor Flight, the Amarillo VA, and many others.	(1) Congregant and non-Congregant Shelter (2) Supportive Services	(3) Domestic violence et al. (5) Veterans
The Salvation Army	The Salvation Army has 147 emergency shelter beds Salvation Army of Amarillo has a 147 bed capacity emergency shelters. There are dorms for homeless men, families, women with children, a dorm for addictions, and veterans. Currently 60 beds are filled due to strict requirements. Programs include shelter and food, empower your youth summer camps and after school programs, and music and art programs.	(1) Congregant and Non-congregant Shelter (2) Supportive Services	(1) Homeless (2) Veterans

Another Chance House	Another Chance House has 43 transitional housing beds. Another Chance House provides case management services for homeless men and homeless vets and people in various stages of drug/alcohol recovery. Clients receive assistance obtaining ID, birth certificates, and drivers licenses. Case managers provide counseling, employment services, assistance with budgeting, transportation services, and assistance with paying old debt.	(2) Supportive Services	(1) Homeless
Downtown Women's Center	Downtown Women's Shelter has 125 transitional housing beds. They provide housing and services to help women and their children overcome homelessness and addiction.	(1) Congregant and Non-congregant Shelter (2) Supportive Services	(1) Homeless, (2) At risk of homelessness, (3) Domestic Violence et al., (4) Other populations, (5) Veterans and families
Martha's House	Martha's House has transitional housing beds for veterans and their families. Martha's Home offers case management, referral services, life necessities, and housing assistance. Their mission is To provide homeless women and their children with shelter and support while guiding them towards a lifestyle of self-sufficiency.	(1) Congregant and Non-congregant Shelter (2) Supportive Services	(1) Homeless, (5) Veterans and families
City of Amarillo	VA-VASH The City has 84 PSH beds for veterans. HUD-VASH is a collaborative program which pairs HUD's Housing Choice Voucher (HCV) rental assistance with VA case management and supportive services for homeless Veterans. These services are designed to help homeless Veterans and their families find and sustain permanent housing and access the health care, mental health treatment, substance use counseling, and other supports necessary to help them in their recovery process and with their ability to maintain housing in the community.	(4) permanent supportive housing	(1) Homeless, (5) Veterans and families

City of Amarillo	Shelter Plus Care The City has 7 PSH beds for adults. Shelter Plus Care (S+C) Program provides rental assistance in connection with matching supportive services. The S+C Program provides a variety of permanent housing choices, accompanied by a range of supportive services funded through other sources.	(4) permanent supportive housing	(1) Homeless, (2) At risk of homelessness
Coming Home	Coming Home Permanent Supportive Housing (PHS) The City has 73 PSH beds.	(4) permanent supportive housing	(1) Homeless, (2) At risk of homelessness
City of Amarillo	HOME- TBRA Tenant-based rental assistance (TBRA) is a rental subsidy that PJs can use to help individual households afford housing costs such as rent and security deposits. PJs may also assist tenants with utility deposits but only when HOME is also used for rental assistance or security deposits.	(3) TBRA	(1) Homeless, (2) At risk of homelessness

The data and consultation process showed that there is a need for;

- **Congregant and Non-Congregant Shelters.** Providers of emergency shelter operations stated that they are almost always at capacity. Other social service providers stated that they have difficulty finding shelter space for their clients. This is especially acute for people who are being discharged from institutions such as the hospital, jails, etc.

  There is no low-barrier emergency shelter for residents in Amarillo. Amarillo's most recent 2023 Point in Time Count counted a total of 692 people who were experiencing homelessness; over 60% (421 people) were unsheltered. ***Amarillo lacks enough shelter beds that meet the needs of residents.***

- **Supportive Services.** Supportive services are available to all qualifying populations in Amarillo from a variety of providers. However, residents would need to access services from many separate agencies with differing types of eligibility requirements. Services are often only available for a limited time period due to expended grant funds, lag between funding cycles, or an organization not receiving ongoing grant support.

  Supportive services are mostly targeted towards residents who are currently experiencing homelessness. Residents who are at risk of homelessness or other groups at risk of housing instability often access service that are temporary or time limited.

  Community respondents consistently mentioned that lack of reliable transportation was a challenge for their clients to access services, travel to employment, and meet the needs of daily living. Many also mentioned that their clients struggle with getting ID's. Access to behavioral health continues to be a significant challenge. Many clients need more comprehensive case management to help them achieve housing stability.

  Amarillo needs comprehensive supportive services for all qualifying populations that meet their most immediate needs and addresses the unique long-term challenges for each household.

- **TBRA.** At the heart of it all is a lack of housing that is affordable for people who are experiencing homelessness or housing instability. The City of Amarillo administers that local housing choice voucher program (HCV), and they report that they have a sizable number of vouchers that are unused because residents cannot find property owners willing to take the voucher and/or who charge rental rates that meet HUD standards.

  There need for affordable and stable housing in Amarillo is an ongoing struggle. Rental prices continue to rise out of the reach of extremely low and very low-income residents. Housing cost burden impacts the vast majority of this population. ***The City needs more rental properties that are willing to rent to residents in the TBRA program and those with a housing choice voucher (HCV).***

- **Permanent Supportive Housing.** Amarillo has a sizable amount of rental housing that was built prior to 1979 and has substantial deferred maintenance. Community service providers report that residents are living in housing that lacks heating/air conditioning, running water, or has broken windows.

The City considered the feedback when deciding how to allocated HOME-ARP funds among eligible activities. The information was also part of the review process of determining preferences, methods of prioritizations, or limitations on eligibility of qualifying populations for a HOME-ARP activity. The City also integrated this feedback into the decision of how to use the referral process.

The feedback demonstrated the need for addressing instability within all of the qualifying populations (QP) in Amarillo. The concentration of resources on any one group comes at the cost of another population. Housing and financial stability within all qualifying populations has a downstream impact reducing homelessness and housing instability. Resources that help Amarillo residents most at risk of becoming unhoused and unsheltered has a lasting and long term benefit to the households. The City used this information to determine that preferences and prioritizations might limit resources to a household facing the imminent risk of becoming homeless.

Gaps in Current Shelter and Housing Inventory	Congregant and Non-congregant Shelter	Supportive Services	Tenant Based Rental Assistance	Permanent Supportive Housing	Affordable Rental Housing
Homeless	Need for low-barrier emergency shelter.	Supportive service needs: legal/identification documents, mental health care, health care, food, transportation.	The City of Amarillo has a HOME TBRA program. There is always a need for more funding to allow for more participants.	Amarillo has a number of programs that provide PSH for persons who are homeless. There is always a need for additional funding and beds.	There is a lack of affordable housing for people transitioning from homelessness into stable housing. There are not enough rental owners who are willing to take housing choice vouchers.
At Risk of Homelessness	Additional shelter beds help this population that are unstably housed to have an optional place to stay should they become unhoused.	Supportive service needs: emergency rental assistance, health care, mental health care, transportation, childcare, education/job training.	The City of Amarillo has a HOME TBRA program. There is always a need for more funding to allow for more participants.	There is no permanent supportive housing for this population.	There is a lack of affordable housing for people transitioning from homelessness into stable housing. There are not enough rental owners who are willing to take housing choice vouchers.
Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking,	Need for additional safe emergency shelter beds.	Supportive service needs: legal assistance, emergency rental assistance/rapid rehousing, childcare, legal/identification documents, mental	TBRA is not currently available to residents who do not income qualify in Amarillo.	Amarillo has transitional housing for residents who have experienced domestic violence, et al. There is currently no permanent supportive	There is a lack of affordable housing for people transitioning from homelessness into stable housing. There are not enough rental owners who are willing

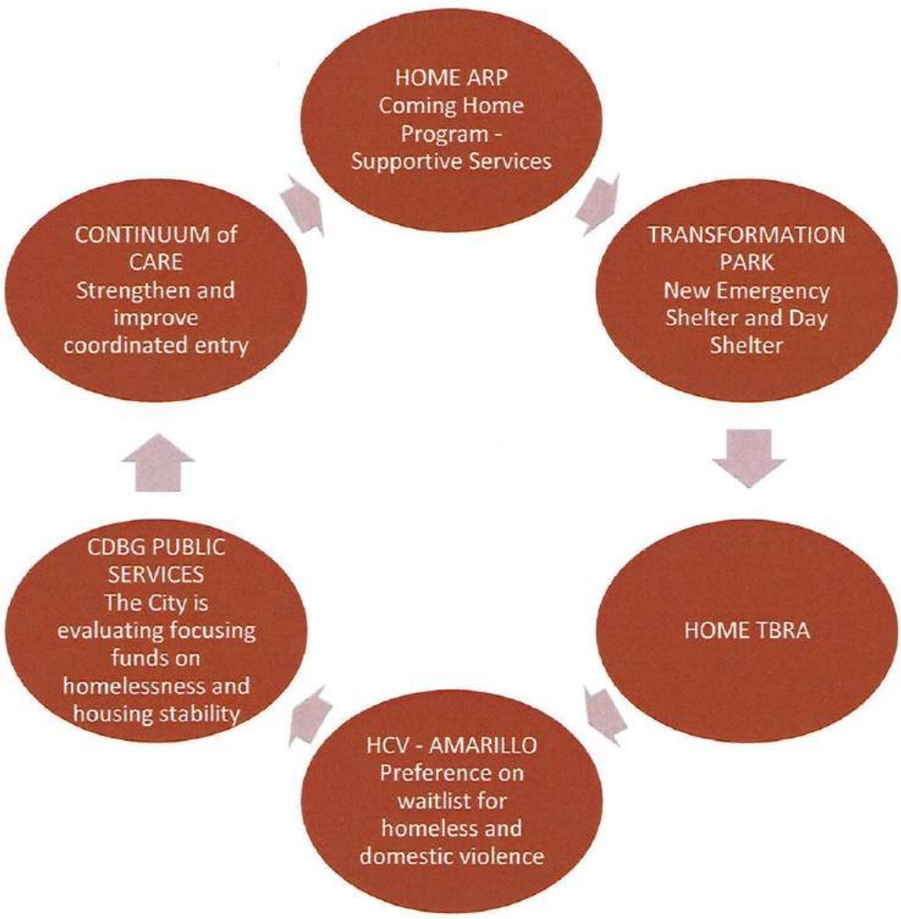
		health care, health care, transportation.		housing for this population.	to take housing choice vouchers.
Other Populations Requiring Services to Prevent Homelessness, etc.	Additional shelter beds help this population that are unstably housed to have an optional place to stay should they become unhoused.	Supportive service needs: emergency rental assistance, eviction/legal assistance, education/job training, childcare, transportation	TBRA is not currently available to residents who do not income qualify in Amarillo.	There is no permanent supportive housing for this population.	There is a lack of affordable housing for people transitioning from homelessness into stable housing. There are not enough rental owners who are willing to take housing choice vouchers.
Veterans and Families	Need for low-barrier emergency shelter. Low-barrier shelter will help reduce the number of veterans who are homeless and not staying in emergency shelter/unsheltered.	Supportive service needs: emergency rental assistance/rapid rehousing, legal services, legal/identification documents.	TBRA is not currently available to residents who do not income qualify in Amarillo.	There are permanent supportive housing beds for veterans in Amarillo. More vouchers would likely used quickly.	There is a lack of affordable housing for people transitioning from homelessness into stable housing. There are not enough rental owners who are willing to take housing choice vouchers.

HOME-ARP ACTIVITIES

The City of Amarillo will utilize HOME-ARP funding for supportive services for all qualifying populations.

HOME-ARP funds may provide a broad range of supportive services to qualifying individuals or families as a separate activity or in combination with other HOME-ARP activities. Supportive services will be made available to all individuals and families who meet the definition of a qualifying population on a first-come, first-served basis.

The City of Amarillo has developed a comprehensive plan to address homelessness and housing instability. The plan of approach includes various activities and funding sources that will help provide comprehensive momentum in the community to create more stable housing options.



HOME ARP - Coming Home – The City has a community outreach team that helps residents who are homeless or in need of assistance to access services. Coming Home team members do coordinated entry intake, refer eligible residents to the City's HOME TBRA program and HCV, and access social services.

Through the Coming Home program, the City has been able to begin a pilot program titled the PREP Academy which has been successful. This program allows the City of Amarillo to employ people experiencing homelessness and those who have recently transitioned out of homelessness.

- **Transformation Park** – This innovative program is slated to open in 2024. Transformation Park will include a day shelter, emergency shelter in tiny homes, meeting rooms for participants to access social services. The emergency shelters will be low barrier.

  Transformation Park is estimated to cost $10m. The City is supporting the project with $1.1m in ARPA SLFRF and $3.9m from the general fund. The project will be located near multi-modal transit center.

  The City is not using HOME ARP funding for Transformation Park. The use of other funding mechanisms provides for greater flexibility for the project to meet the needs of the community.

- **HOME TRBA** – The City currently funds it's Tenant Based Rental Assistance (TBRA) utilizing HUD HOME funding.
- **CDBG Public Services** – The city is the process of evaluating whether to focus public services activities to those centered around homelessness and housing instability.
- **Housing Choice Voucher** - The City's Housing Choice Voucher Program (HCV) is managed by the City's Community Development Department. Residents who are experiencing homelessness or domestic violence are placed on a priority waitlist for an HCV voucher.
- **Coordinated Entry** - The Continuum of Care is working to reevaluate and improve coordinated entry.

METHOD(S)THAT WILL BE USED FOR SOLICITING APPLICATIONS FOR FUNDING AND/OR SELECTING DEVELOPERS, SERVICE PROVIDERS, SUBRECIPIENTS AND/OR CONTRACTORS:

The City of Amarillo will provide direct administration to the supportive services.

DESCRIBE WHETHER THE PJ WILL ADMINISTER ELIGIBLE ACTIVITIES DIRECTLY:

The City of Amarillo will provide direct administration to the supportive services.

HOME-ARP ADMINISTRATIVE FUNDS ARE PROVIDED TO A SUBRECIPIENT OR CONTRACTOR PRIOR TO HUD'S ACCEPTANCE OF THE HOME-ARP ALLOCATION PLAN

The City of Amarillo did not provide any funding to a subrecipient or contractor prior to HUD acceptance of the HOME ARP Allocation Plan.

HOME-ARP FUNDING

The City of Amarillo will receive **$2,560,840.00 as an American Rescue Plan Act HOME Supplemental Allocation.** The City plans to spend the funding on supportive services to help the City's HOME ARP qualifying populations. The HOME ARP supportive services will help augment the programs that the City already has in place or are in development to address homelessness and housing instability.

Eligible Activities	**85% of the funding will be used for supportive services. ($2,176,714.00)** 15% will be used for program administration and planning. ($384,126.00)
Preference Methods	**The City will not use any preference methods** to determine who will access supportive services first. All eligible residents who meet the requirements of a qualifying population will be served.
Referral Method	The City's homelessness community outreach team, **Coming Home, will provide intake and eligibility screening for all program participants.** The Coming Home team will take referrals from the Coordinated Entry (CE) for Continuum of Care participating organizations and outside referrals.
Waitlist	The City will not have a waiting list that has preference for one qualifying population over another. If the City does establish a waitlist, the eligible **applicants will be served in chronological order.**

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	$ 2,176,714.00		
Acquisition and Development of Non-Congregate Shelters	$ #		
Tenant Based Rental Assistance (TBRA)	$ #		
Development of Affordable Rental Housing	$ #		
Non-Profit Operating	$ #	# %	5%
Non-Profit Capacity Building	$ #	# %	5%
Administration and Planning	$ 384,126.00	15 %	15%
Total HOME ARP Allocation	$ 2,560,840.00		

HOME-ARP PRODUCTION HOUSING GOALS

The City of Amarillo's HOME ARP Allocation Plan does not include any housing activities.

PREFERENCES

ARP establishes the qualifying populations that are eligible for assistance with HOME-ARP funds. The City of Amarillo may establish reasonable preferences among the qualifying populations to prioritize applicants for HOME-ARP projects or activities based on the identified needs and priorities as described in this HOME-ARP allocation plan.

The Coordinated Entry process will not prioritize qualifying populations. All residents who are eligible qualifying population will receive services on a first come, first served basis. The City has determined that each of the qualifying populations in Amarillo is in need of assistance. Each qualifying population is at extreme risk of having a deterioration in their unstable housing situation. Ultimately, each of the qualifying populations has a high chance of becoming homeless and unsheltered.

The City of Amarillo will not implement a preference for any qualifying population.

- All residents who meet the eligibility requirements as a qualifying population will be able to receive supportive services through HOME ARP funding.
- Activities and projects will not target a qualifying population or subpopulation.
- The Coordinated Entry process for Amarillo will be expanded to include all qualifying populations. Referrals to receive HOME ARP supportive service will encourage but not require coordinated entry. This allows for populations, such as domestic abuse survivors, to participate without having personally identifying information recorded into a shared database.
- Coordinated entry, for the use of HOME ARP supportive service activities, will not place a priority on any one qualifying population.
- The City understands that the state of experiencing homelessness and housing instability are intertwined. To help best address a complex and comprehensive problem, it is critical to provide assistance to all qualifying populations.
- The City will utilize the definitions of qualifying populations provided in Notice: CPD-21-10. The City is not expanding in any definitions beyond those provided.

IDENTIFY WHETHER THE PJ INTENDS TO GIVE PREFERENCE TO ONE OR MORE QUALIFYING POPULATIONS OR A SUBPOPULATION WITHIN ONE OR MORE QUALIFYING POPULATIONS FOR ANY ELIGIBLE ACTIVITY OR PROJECT:

The City of Amarillo will not give a preference to within eligible qualifying populations for supportive services. Services will be provided to eligible residents on a first come, first served basis.

REFERRAL METHODS

The City of Amarillo will use the coordinated entry for direct referrals to HOME-ARP supportive service activities. The coordinated entry process will expand to accept all HOME-ARP qualifying populations and will implement the preferences and prioritization established by the City in its HOME-ARP allocation plan. The City is not placing any preference of prioritizations for eligible qualifying populations receiving HOME ARP supportive services.

The City will also receive indirect referrals into the program. This will help ensure that the local domestic violence provider is able to refer clients into the program and outside service providers who might not be a member of the continuum of care.

REFERRAL METHODS

The City of Amarillo will work with the Continuum of Care to update the coordinated entry process to include qualifying populations.

Referrals will be taken from both the coordinated entry process and direct referrals from outside agencies. Residents in Amarillo will also be allowed to do a direct intake into the program.

COORDINATED ENTRY PROCESS

All qualifying populations will be eligible for coordinated entry to receive services. Organizations and individuals may opt out of participating in coordinated entry. This is especially important for working with domestic violence providers who need to maintain client confidentiality and safety in the community.

THE METHOD OF PRIORITIZATION TO BE USED BY THE COORDINATED ENTRY

The City will not use prioritization. Residents who are an eligible qualifying population will be served in chronological order.

METHOD OF PRIORITIZATION BETWEEN THE TWO REFERRAL METHODS

There will not be a prioritization between differing referral methods. Services will be provided on a first-come, first-served basis. The City will keep a log of when a resident meets the qualification requirements as the date of intake into the program.

LIMITATIONS IN A HOME-ARP RENTAL HOUSING OR NCS PROJECT

The City of Amarillo does not intend to use HOME ARP funding for rental housing or non-congregant shelter activities.

Affordable rental housing and the development of non-congregant shelter are a high priority in Amarillo.

- The City will continue to use annual HOME funding allocation for TBRA activities.
- City general funds to help build out non-congregant shelter for residents who are experiencing homelessness.

HOME-ARP REFINANCING GUIDELINES

The City of Amarillo does not intend to use HOME ARP funding to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds.

APPENDIX A: RESOURCES

2021: ACS 5-Year Estimates Data Profiles
American Community Survey
DP02 SELECTED SOCIAL CHARACTERISTICS IN THE UNITED STATES

2021: ACS 5-Year Estimates Data Profiles
American Community Survey
DP03 SELECTED ECONOMIC CHARACTERISTICS

2021: ACS 5-Year Estimates Data Profiles
American Community Survey
DP04SELECTED HOUSING CHARACTERISTICS

2021: ACS 5-Year Estimates Data Profiles
American Community Survey
DP05 ACS DEMOGRAPHIC AND HOUSING ESTIMATES

2017—2021 ACS 5-Year Narrative Profile
American Community Survey
Amarillo City, Texas

Amarillo city, Texas; Potter County, Texas; Randall County, Texas; Texas; United States
QuickFacts
United States Census Bureau

The FY 2023 Amarillo, TX HUD Metro FMR Area FMRs for All Bedroom Sizes
FY 2023 Fair Market Rent Documentation System
U.S. Department of Housing and Urban Development

Amarillo, TX HUD Metro FMR Area
FY 2022 Income Limits Documentation System
U.S. Department of Housing and Urban Development

Poverty Thresholds by Size of Family and Number of Children
Poverty Thresholds
United State Census Bureau

SOH: State and CoC Dashboards
National Alliance to End Homelessness
State of Homelessness - Texas

ALL IN: The Federal Strategic Plan to Prevent and End Homelessness
United States Interagency Council of Homelessness

House America
House America: An All-Hands-on-Deck Effort to Address the Nation's Homelessness Crisis
House America: An All-Hands-on-Deck Effort to Address the Nation's Homelessness Crisis is a federal initiative in which the U.S. Department of Housing and Urban Development (HUD) and the U.S. Interagency Council on Homelessness (USICH) are inviting mayors, city and county leaders, tribal nation leaders, and governors into a national partnership. House America will utilize the historic investments provided through the American Rescue Plan to address the crisis of homelessness through a Housing First approach.

Subject: Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System
HUD Notice: CPD-17-01

576.400 Area-wide systems coordination requirements.
Part 576 Emergency Service Grants
Code of Federal Regulations

The 2022 Annual Homelessness Assessment Report (AHAR) to Congress
The U.S. Department of Housing and Urban Development, Office of Community Planning and Development

Worse Case Housing Needs, 2021 Report to Congress
U.S. Department of Housing and Urban Development, Office of Policy Development and Research

- 15.8% of people in Amarillo met the US Census income definition of poverty.
- The median income of households in Amarillo, Texas is $55,174. An estimated **6.2% of households had income below $10,000 a year**
- **The median age in Amarillo is 34.1 years.** An estimated 27.1% of the population was under 18 years, 37.5% was 18 to 44 years
- An estimated 34.0% of the people in Amarillo, Texas were Hispanic or Latino. An estimated 52.5% of the people in Amarillo, Texas were White alone, non-Hispanic.
- 24.1% of Amarillo residents use a language other than English at home.
- In Amarillo, Texas 4,878 grandparents lived with their grandchildren under 18 years old. Of those grandparents, 56.4% were responsible for the basic needs of their grandchildren.
- 11.3% of Amarillo residents have a disability.

As of July 2021, the population of the City of Amarillo is estimated at 201,234, roughly the same since 2010. [4]

Population	***Amarillo, Texas***	*Potter County, Texas*	*Randall County, Texas*	*Texas*	*United States*
Population Estimates, July 1 2021, (V2021)	**201,234**	116,547	143,854	29,527,941	331,893,745
Population estimates base, April 1, 2020, (V2021)	**200,904**	118,525	140,753	29,145,505	331,449,281
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	**0.20%**	-1.70%	2.20%	1.30%	0.10%
Population, Census, April 1, 2020	**200,393**	118,525	140,753	29,145,505	331,449,281
Population, Census, April 1, 2010	**190,695**	121,073	120,725	25,145,561	308,745,538

In 2017-2021 American Community Survey (ACS), Amarillo, Texas had a total population of 200,371 - 101,739 (50.8%) females and 98,632 (49.2%) males. **The median age was 34.1 years**. An estimated 27.1% of the population was under 18 years, **37.5% was 18 to 44 years**, 21.5% was 45 to 64 years, and 13.7% was 65 years and older.[5]

Population by Age and Sex for Amarillo, Texas in 2017-2021	**Male**	**Female**
Under 5	7,829	7,002
5 to 9	8,008	7,669

[4] US Census, QuickFacts

[5] US Census, 2017-2021 American Community Survey (ACS)

10 to 14	7,743	7,363
15 to 19	6,774	6,915
20 to 24	6,666	6,305
25 to 29	7,349	7,845
30 to 34	7,630	7,465
35 to 39	7,935	6,940
40 to 44	5,732	6,474
45 to 49	5,177	5,356
50 to 54	5,461	5,708
55 to 59	4,989	5,450
60 to 64	5,424	5,640
65 to 69	4,417	4,824
70 to 74	3,100	4,005
75 to 79	1,899	2,630
80 to 84	1,317	2,007
85 and over	1,182	2,141

HISPANIC ORIGIN AND RACE[6]

For people reporting one race alone, 76.7% were White; 7.1% were Black or African American; 0.8% were American Indian and Alaska Native; 4.2% were Asian; 0.1% were Native Hawaiian and Other Pacific Islander, and 3.6% were Some other race. An estimated 7.5% reported Two or more races.

Race	Fact Note	Amarillo, Texas	Potter County, Texas	Randall County, Texas	Texas	United States
White alone]		76.70%	79.80%	90.80%	77.90%	75.80%
Black or African American alone	(a)	7.10%	11.20%	3.90%	13.20%	13.60%
American Indian and Alaska Native alone	(a)	0.80%	1.40%	1.00%	1.10%	1.30%
Asian alone	(a)	4.20%	5.10%	2.00%	5.50%	6.10%
Native Hawaiian and Other Pacific Islander alone	(a)	0.10%	0.20%	0.10%	0.20%	0.30%
Two or More Races		7.50%	2.30%	2.10%	2.20%	2.90%

(a) Includes persons reporting only one race

[6] DP05 | Selected Demographic Characteristics
S0101 | Age and Sex

An estimated 34.0% of the people in Amarillo, Texas were Hispanic or Latino. An estimated **52.5% of the people in Amarillo, Texas were White alone, non-Hispanic.** People of Hispanic origin may be of any race.

Ethnicity	Fact Note	Amarillo, Texas	Potter County, Texas	Randall County, Texas	Texas	United States
Hispanic or Latino, percent	(b)	34.00%	40.10%	24.90%	40.20%	18.90%
White alone, not Hispanic or Latino, percent		52.50%	42.70%	67.70%	40.30%	59.30%

(b) Hispanics may be of any race, so also are included in applicable race categories

NATIVITY AND FOREIGN-BORN

In 2017-2021, an estimated **88.3% of the people living in Amarillo, Texas were U.S. natives.** 66.0% of the Amarillo, Texas population were living in the state where they were born.

Approximately **11.7% of Amarillo, Texas residents in 2017-2021 were foreign-born**. 36.3% of foreign-born were naturalized U.S. citizens, and an estimated **74.1% entered the country before the year 2010.**

Foreign-born residents of Amarillo, Texas come from different parts of the world. The bar graph below displays the percentage of foreign-born from each world region of birth in 2017-2021 for Amarillo, Texas

Region of Birth for the Foreign-Born Population in Amarillo, Texas in 2017-2021	Percent
Latin America	54.7%
Asia	26.6%
Europe	4.0%
Africa	13.6%
Northern America	1.1%
Oceania	0.1%

	Amarillo, Texas	Potter County, Texas	Randall County, Texas	Texas	United States
Foreign-born persons, percent, 2017-2021	11.70%	15.60%	5.30%	17.00%	13.60%

LANGUAGE

Among people at least five years old living in Amarillo, Texas in 2017-2021, **24.1% spoke a language other than English at home.** Spanish was spoken by 17.9% of people at least five years old; 9.0% reported that they did not speak English "very well."

Percent of the Population 5 years and over who Speak a Language other than English in Amarillo, Texas in 2017-2021	**Percent**
Spanish	17.9%
Other Indo-European languages	1.0%
Asian and Pacific Islander languages	3.6%
Other languages	1.6%

HOUSEHOLDS AND FAMILIES[7]

In 2017-2021, there were **78,540 households in Amarillo, Texas**. The average household size was 2.53 people.

Married-couple households made up 45.2% of the households in Amarillo, Texas while cohabiting couple households made up 4.7% of households. **Female householders with no spouse or partner present were 29.6% of all households,** while 20.5% of households had male householders with no spouse or partner present. Some households had one person, as 14.7% of households were male householders living alone, and 16.2% were female householders living alone, for a total of 30.9% of all households.

In Amarillo, Texas **34.5% of all households have one or more people under the age of 18;** 25.7% of all households have one or more people 65 years and over.

Types of Households in Amarillo, Texas in 2017-2021	**Percent**
Married-couple households	45.2%
Cohabiting Couples	4.7%
Male Householder No spouse/partner present	20.5%
Female Householder No spouse/partner present	29.6%

[7] 2017—2021 ACS 5-Year - DP02 - Selected Social Characteristics in the United States

MARITAL STATUS

Among persons 15 and older, 52.1% of males and 48.0% of females are currently married.

Population 15 years and over	Percent Males	Percent Females
Never married	32.0%	27.3%
Now married, except separated	52.1%	48.0%
Separated	1.9%	3.0%
Widowed	3.7%	8.2%
Divorced	10.3%	13.6%

GRANDPARENTS AND GRANDCHILDREN

In Amarillo, Texas 4,878 grandparents lived with their grandchildren under 18 years old. Of those grandparents, **56.4% were responsible for the basic needs of their grandchildren.**

GEOGRAPHIC MOBILITY

In 2017-2021, 84.3% of the people at least one-year-old living in Amarillo, Texas were living in the same house one year earlier.

Geographic Mobility of Residents of Amarillo, Texas in 2017-2021	Percent
Same house	84.3%
Different house, same county	8.7%
Different county, same state	5.1%
Different state	1.6%
Abroad	0.3%

EDUCATION

In 2017-2021, 85.4% of people 25 years and over had at least graduated from high school, and 24.3% had a bachelor's degree or higher. An estimated 14.6% did not complete high school.

The total school enrollment in Amarillo, Texas was 52,987 in 2017-2021. Nursery school enrollment was 3,695, and kindergarten through 12th-grade enrollment was 38,349. College or graduate school enrollment was 10,943.

Educational Attainment of People in Amarillo, Texas in 2017-2021	Percent
Less than high school diploma	14.6%
High school diploma or equivalency	27.4%
Some college, no degree	25.0%
Associate's degree	8.6%
Bachelor's degree	16.6%
Graduate or professional degree	7.7%

DISABILITY

In Amarillo, Texas among the civilian noninstitutionalized population in 2017-2021, **11.3% reported a disability.** The likelihood of having a disability varied by age - from 2.4% of people under 18 years old, to 9.9% of people 18 to 64 years old and to 35.5% of those 65 and over.

INCOME

The median income of households in Amarillo, Texas was $55,174. An estimated **6.2% of households had income below $10,000 a year,** and 4.9% had income over $200,000 or more.

Household Income in Amarillo, Texas in 2017-2021	Percent
Less than $10,000	6.2%
$10,000 to $14,999	6.2%
$15,000 to $24,999	4.2%
$25,000 to $34,999	10.4%
$35,000 to $49,999	11.5%
$50,000 to $74,999	13.1%
$75,000 to $99,999	18.4%
$100,000 to $149,999	13.1%
$150,000 to $199,999	13.2%
$200,000 or more	5.0%

	Amarillo, Texas	Potter County, Texas	Randall County, Texas	Texas	United States
Median household income (in 2021 dollars), 2017-2021	$55,174	$45,096	$70,544	$67,321	$69,021
Per capita income in past 12 months (in 2021 dollars), 2017-2021	$30,474	$23,968	$36,899	$34,255	$37,638
Persons in poverty, percent	15.80%	20.70%	9.10%	14.20%	11.60%

MEDIAN EARNINGS FOR FULL-TIME YEAR-ROUND WORKERS

Median earnings for full-time, year-round workers was $43,987. Male full-time, year-round workers had median earnings of $49,285. Female full-time, year-round workers had median earnings of $37,972.

Median Earnings for Full-Time Year-Round Workers by Sex in Amarillo, Texas in 2017-2021	Number
Male	$49,285
Female	$37,972

An estimated 80.2% of households received earnings. An estimated 25.9% of households received Social Security, and an estimated 17.0% of households received retirement income other than Social Security. The average income from Social Security was $19,637. These income sources are not mutually exclusive; that is, some households received income from more than one source.[8]

Proportion of Households with Various Income Sources in Amarillo, Texas in 2017-2021	Percent
Earnings	80.2%
Social Security	25.9%
Retirement income	17.0%
Supplemental Security Income (SSI)	4.5%
Cash public assistance income	1.7%

[8] DP03 | Selected Economic Characteristics
B20018 | Median Earnings in the Past 12 Months (In 2021 Inflation-Adjusted Dollars) for the Population 16 Years and Over Who Worked Full-time, Year-Round with Earnings in the Past 12 Months

POVERTY AND PARTICIPATION IN GOVERNMENT PROGRAMS[9]

Poverty thresholds are used for calculating all official poverty population statistics — for instance, figures on the number of Americans in poverty each year. They are updated each year by the Census Bureau. **The Census Bureau's poverty thresholds are the same nationwide, with no separate figures for different states, metropolitan areas, or cities.**

Poverty Thresholds by Size of Family and Number of Related Children Under 18 Years Old: 2021										
(In dollars)										
Size of family unit	Weighted average threshold	Related children under 18 years								
		None	One	Two	Three	Four	Five	Six	Seven	Eight or more
One person (unrelated individual):	$13,788	-	-	-	-	-	-	-	-	-
Under age 65	$14,097	$14,097	-	-	-	-	-	-	-	-
Aged 65 and older	$12,996	$12,996	-	-	-	-	-	-	-	-
Two people:	$17,529	-	-	-	-	-	-	-	-	-
Householder under age 65	$18,231	$18,145	$18,677	-	-	-	-	-	-	-
Householder aged 65 and over	$16,400	$16,379	$18,606	-	-	-	-	-	-	-
Three people	$21,559	$21,196	$21,811	$21,831	-	-	-	-	-	-
Four people	$27,740	$27,949	$28,406	$27,479	$27,575	-	-	-	-	-
Five people	$32,865	$33,705	$34,195	$33,148	$32,338	$31,843	-	-	-	-
Six people	$37,161	$38,767	$38,921	$38,119	$37,350	$36,207	$35,529	-	-	-
Seven people	$42,156	$44,606	$44,885	$43,925	$43,255	$42,009	$40,554	$38,958	-	-
Eight people	$47,093	$49,888	$50,329	$49,423	$48,629	$47,503	$46,073	$44,585	$44,207	-
Nine or more people	$56,325	$60,012	$60,303	$59,501	$58,828	$57,722	$56,201	$54,826	$54,485	$52,386

[9] DP03 | Selected Economic Characteristics
S2201 | Food Stamps/Supplemental Nutrition Assistance Program (SNAP)

The Department of Health and Human Services' poverty guidelines, which are a simplified version of the Census Bureau's poverty thresholds used for program eligibility purposes, are the same for the 48 contiguous states and the District of Columbia. The US Department of Health and Human Services (HHS) poverty guidelines, or percentage multiples of them (such as 125 percent, 150 percent, or 185 percent), are used as an eligibility criterion by a number of federal programs, including those listed below.

United States Department of Health and Human Services

Community Services Block Grant

Head Start

Low-Income Home Energy Assistance Program (LIHEAP)

PARTS of Medicaid

Hill-Burton Uncompensated Services Program

AIDS Drug Assistance Program

Children's Health Insurance Program

Medicare – Prescription Drug Coverage (subsidized portion only)

Community Health Centers

Migrant Health Centers

Family Planning Services

Health Professions Student Loans — Loans for Disadvantaged Students

Health Careers Opportunity Program

Scholarships for Health Professions Students from Disadvantaged Backgrounds

Job Opportunities for Low-Income Individuals

Assets for Independence Demonstration Program

United States Department of Agriculture

Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamp Program)

Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)

National School Lunch Program (for free and reduced-price meals only)

School Breakfast Program (for free and reduced-price meals only)

Child and Adult Care Food Program (for free and reduced-price meals only)

Expanded Food and Nutrition Education Program

United States Department of Energy

Weatherization Assistance for Low-Income Persons

United States Department of Labor

Job Corps

National Farmworker Jobs Program

Senior Community Service Employment Program

Workforce Investment Act Youth Activities

Federal Poverty Guidelines

Some state and local governments have chosen to use the federal poverty guidelines in some of their own programs and activities. Examples include financial guidelines for child support enforcement and determination of legal indigence for court purposes. Some private companies (such as utilities, telephone companies, and pharmaceutical companies) and some charitable agencies also use the guidelines in setting eligibility for their services to low-income persons.

In 2017-2021, **15.8% of people in Amarillo met the US Census income definition of poverty.**

- An estimated **20.9% of children under 18 were below the poverty level,** compared with 12.8% of people 65 years old and over.
- An estimated 14.1% of people 18 to 64 years were below the poverty level.

Poverty Rates in Amarillo, Texas in 2017-2021	Percent
People in poverty	15.8%
Children under 18 years below poverty	20.9%
People 65 years old and over below poverty	12.8%
People 18 to 64 years below poverty	14.1%

In 2017-2021, **10.5% of households received SNAP** (the Supplemental Nutrition Assistance Program).

- An estimated **57.4% of households that received SNAP had children under 18**
- 29.8% of households that received SNAP had one or more people 60 years and over
- An estimated **41.5% of all households receiving SNAP were families with a female householder and no spouse present**
- An estimated 25.7% of households receiving SNAP had two or more workers in the past 12 months

	Amarillo, Texas	Potter County, Texas	Randall County, Texas	Texas	United States
Persons in poverty, percent	15.80%	20.70%	9.10%	14.20%	11.60%

HOUSING INVENTORY CHARACTERISTICS [10]

2017-2021, Amarillo, Texas had a total of **87,379 housing units.**

- Of these housing units, **73.2% were single-family** houses either not attached to any other structure or attached to one or more structures (commonly referred to as "townhouses" or "row houses").
- **23% of the housing units were located in multi-unit structures** or those buildings that contained two or more apartments.
- 3.6% were mobile homes, while any remaining housing units were classified as "other," which included boats, recreational vehicles, vans, etc.

Types of Housing Units in Amarillo, Texas in 2017-2021	Percent
Single-family houses	73.2%
Apartments in multi-unit structures	23.0%
Mobile homes	3.6%
Boat, RV, van, etc	0.0%

8.7% of the housing inventory was comprised of houses built since 2010, while 6.3% of the houses were first built in 1939 or earlier. The median number of rooms in all housing units in Amarillo, Texas was 5.2 rooms, and of these housing units, 60.0% had three or more bedrooms.

OCCUPIED HOUSING CHARACTERISTICS[11]

In 2017-2021, Amarillo, Texas had 78,540 housing units that were occupied or had people living in them, while the remaining **8,839 were vacant.** Of the occupied housing units, the percentage of these houses occupied by owners (also known as the homeownership rate) was 58.7%, while **renters occupied 41.3%.** The average household size of owner-occupied houses was 2.66, and in renter-occupied houses, it was 2.34.

13.1% of householders of these occupied houses had moved into their house since 2019, while 8.7% moved into their house in 1989 or earlier. **Households without a vehicle available for personal use comprised 6.1%,** and another 20.0% had three or more vehicles available for use.

Fact	Amarillo, Texas	Potter County, Texas	Randall County, Texas	Texas	United States
Owner-occupied housing unit rate, 2017-2021	58.70%	55.20%	69.10%	62.40%	64.60%

[10] DP04 | Selected Housing Characteristics
[11] DP04 | Selected Housing Characteristics

Housing	Amarillo, Texas	Potter County, Texas	Randall County, Texas	Texas	United States
Median value of owner-occupied housing units, 2017-2021	$148,500	$102,000	$181,900	$202,600	$244,900
Median selected monthly owner costs -with a mortgage, 2017-2021	$1,380	$1,200	$1,560	$1,747	$1,697
Median selected monthly owner costs -without a mortgage, 2017-2021	$519	$431	$594	$557	$538
Median gross rent, 2017-2021	$928	$876	$999	$1,146	$1,163

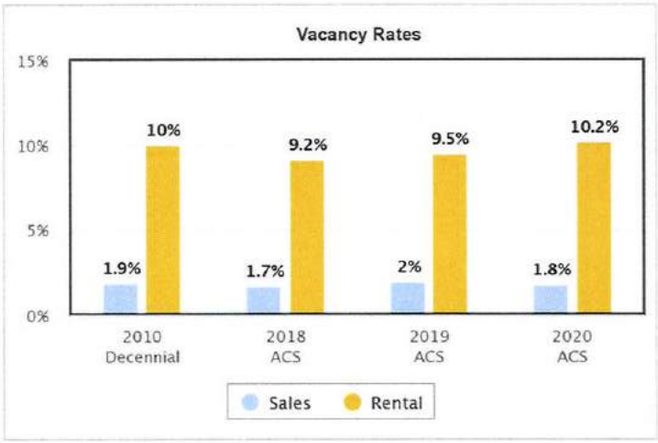
FINANCIAL CHARACTERISTICS AND HOUSING COSTS[12]

In 2017-2021, the median property value for owner-occupied houses in Amarillo, Texas was $148,500.

Of the owner-occupied households, 57.8% had a mortgage. 42.2% owned their houses "free and clear," that is without a primary mortgage or loan on the house. The median monthly housing costs for owners with a mortgage was $1,380, and for owners without a mortgage, it was $519.

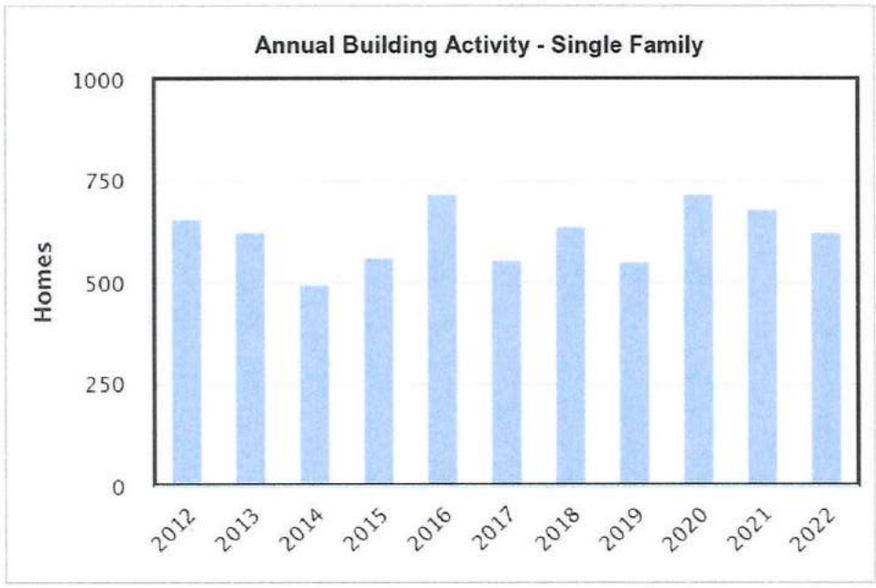
For renter-occupied houses, the median gross rent for Amarillo, Texas was $928. Gross rent includes the monthly contract rent and any monthly payments made for electricity, gas, water and sewer, and any other fuels to heat the house.

[12] DP04 | Selected Housing Characteristics



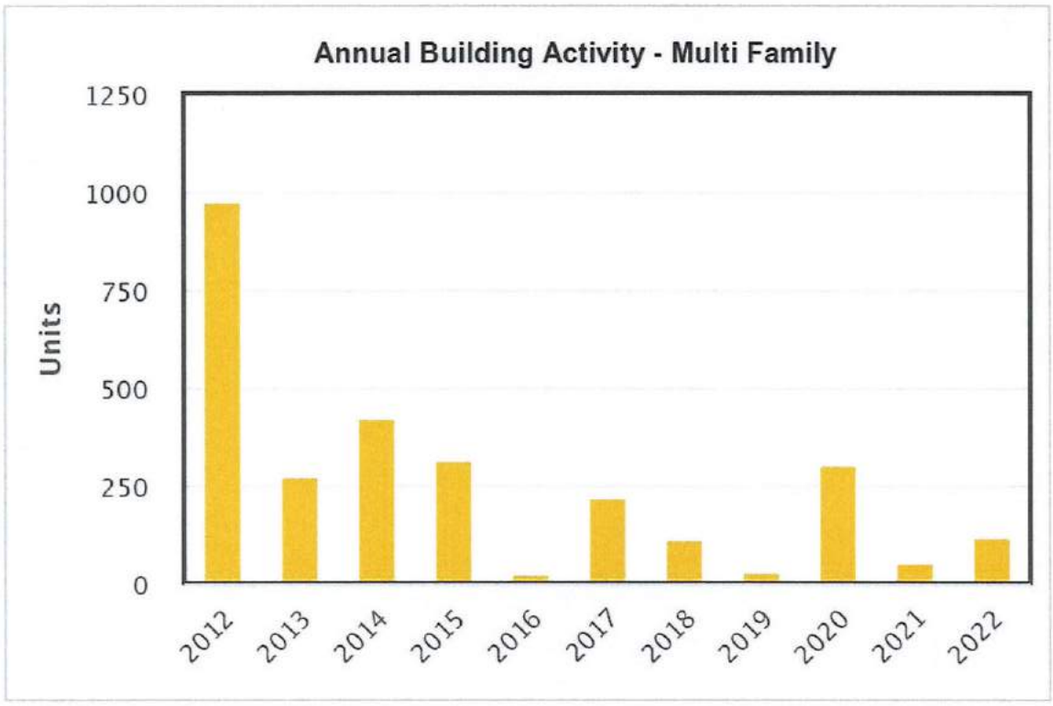
Data Source: 2010 Census; 2018, 2019, and 2020 American Community Surveys (5-Year)

Note: 2019 ACS 1-Year data may not be available for some metro areas due to being dropped from the September 2018 OMB metro area definitions



Data Source: U.S. Census Bureau, Building Permits Survey

Note: Data for 2022 is preliminary, through September 2022



Data Source: U.S. Census Bureau, Building Permits Survey

Note: Data for 2022 is preliminary, through September 2022

ITEM 3D

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	March 14, 2023	**Council Priority**	Civic Pride
Department	Community Development		
Contact	Jason Riddlespurger, Director of Community Development		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8052

This item is the first reading to consider an ordinance amending the Municipal Code of the City of Amarillo, Chapter 2-6, Article XII, providing for qualifications and duties related to the Community Development Advisory Committee.

Agenda Item Summary

Community Development recommends amending the City Code to better define the qualifications and duties of the Community Development Advisory Committee (CDAC) in an effort to enhance community engagement and participation and to promote the general welfare of the citizens of Amarillo.

Requested Action

Consideration of the ordinance.

Funding Summary

No funding necessary.

Community Engagement Summary

Community Development conducted a public meeting with CDAC on March 9, 2023, to discuss these changes.

Staff Recommendation

Staff recommends approval of the ordinance as presented.

2/24/23 BSM _____

ORDINANCE NO. 8052

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, CHAPTER 2-6, ARTICLE XII, PROVIDING FOR QUALIFICATIONS AND DUTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, originally established by Resolution 1-28-75-5 (1975) and then amended by Ordinance 7519 (2015) the Community Development Advisory Committee ("Committee") was created in accordance with the Housing and Community Development Act of 1974 ("Act"); and,

WHEREAS, in accordance with the Act the City Council desires to amend the Code to better define the qualifications and duties of the Committee in an effort to enhance community engagement and participation and to promote the general welfare of the citizens of Amarillo;

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

SECTION 1. That Section 2-6-96 be and hereby amended to read as follows:

Sec. 2-6-96. – Members; qualifications.

This committee shall consist of seven (7) members meeting the requirements of Sections 2-6-1 through 2-6-12. ~~Moreover, the membership shall consist of four (4) members from the Community Development Block Grant (CDBG) target areas as defined in the annual Community Development Action Plan. Members are preferred to have professional or volunteer experience with the development of low or mixed income housing, working with the homeless, and/or a strong commitment to supporting low to moderate income individuals, families, and neighborhoods.~~ Membership should be broadly representative, with participation encouraged by individuals from low-to-moderate income households and those who are part of the following populations: elderly, women, minorities, disabled, limited English proficiency, and those who are or have experienced homelessness.

SECTION 2. That Section 2-6-97 is hereby amended as follows:

Sec. 2-6-97. – Duties and powers.

This committee shall have and exercise these powers and duties:

(a) All provisions of Article I of this chapter that are not in conflict with this Article.

(b) ~~Receive and review funding requests from local non-profit and governmental organizations for allocations from the U.S. Department of Housing and Urban Development federal programs and Texas Department of Housing and Community Affairs.~~ Work alongside the Community Development Department in the review and scoring of annual applications for public services funding from the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) program.

(c) Conduct public meetings and hearings as needed.

(d) ~~Coordinates citizen participation in the development of the CDBG, HOME and ESG programs.~~ Encourage and facilitate the full and meaningful participation of all Amarillo citizens in the identification of community needs, priorities, and recommendations to the Community Development Department of the City of Amarillo.

(e) ~~Annually recommend to the City Council an allocation/reallocation of available the Community Development Block Grant program, HOME Investment Partnership program, and state of Texas funding for the Emergency Solutions Grant program.~~ Annually recommend to the City Council an allocation/reallocation of available funding for Community Development Block Grant public services.

(f) Other powers, duties, exceptions, privileges, and immunities accorded by applicable law.

SECTION 3. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 4. Repealer. All ordinances, parts of ordinances, resolutions, and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 5. Effective Date. This ordinance shall become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 14th day of March, 2023; and PASSED on Second and Final Reading the 28th day of March, 2023.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 14, 2023	**Council Pillar**	Economic Development
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter, President and CEO		

Agenda Caption

CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT – BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND PLANT-AS-DNPS-003-2 LLC.

Agenda Item Summary

Plant-AS-DNPS-003-2 is looking to build a Food Processing and Distribution Facility on 400 acres located East of Folsom Road and North of 24th Street.

Highlights of the project include:

- **$500 MM estimated improvements and equipment ($100 MM in Phase 1)**
- **750 new employees projected (100 in Phase 1)**
- **$3,750,000 new annual payroll projected**
- **Incentive of $3,750,000 for job creation paid over 5 years as they are created**
- **Incentive of 400 acres conveyed**

AEDC is asking the City Council to approve the location incentive agreement. The AEDC Board approved the agreement on February 27, 2023, on a 5-0 vote.

Requested Action

Approval of the Location Incentive Agreement as presented.

Funding Summary

$3,750,000 for job creation and 400 acres valued at $4,800,000.

Staff Recommendation

AEDC staff is recommending approval of the Location Incentive Agreement. AEDC Board Approved with 5-0 vote on February 27, 2023.

LOCATION INCENTIVES AGREEMENT
by and between
AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and
PLANT-AS-DNPS-003-2 LLC

This Agreement, (this ***Agreement***), is entered into effective as of the 14th day of March, 2023 (***Effective Date***), is by and between the **AMARILLO ECONOMIC DEVELOPMENT CORPORATION** (***Amarillo EDC***), a Texas nonprofit corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas, and **PLANT-AS-DNPS-003-2 LLC**, a Delaware limited liability company (***DNPS 003***, and along with its Affiliates, defined below, collectively, jointly, and severally hereinafter referred to as ***Company***), having its principal office in Fort Lauderdale, Florida.

A. **Amarillo EDC** is a tax-supported non-profit corporation whose primary income is a one-half of one percent sales tax collected within the City of Amarillo dedicated exclusively to economic development. **Amarillo EDC** exists for the primary purpose of stabilizing, diversifying and expanding the Amarillo economy through retention, expansion and recruitment of employment opportunities in order to benefit citizens of Amarillo and the surrounding area.

B. **Company** is an infrastructure service provider delivering both the physical and digital infrastructure necessary to support localized fresh produce demand in all regions of the world.

C. **Amarillo EDC** seeks to induce **Company** to establish and expand Amarillo Operations (defined below). The creation and retention of new jobs in **Company's** Amarillo Operations and **Company's** significant capital investment in connection with the establishment and expansion of its Amarillo Operations are expected to have a substantial stimulative effect on the Amarillo economy and create many new jobs for Amarillo citizens both directly in **Company's** operations and because of **Company's** expenditures for employee wages and goods and services in the Amarillo economy.

D. **Company** desires to establish and expand Amarillo Operations by building and operating the Facility (defined below) and by taking any and all action it deems necessary and/or desirable in connection therewith, including, without limitation, incurring debt obligations collateralized by the Property (defined below).

E. **Company** intends to, directly or through one or more Affiliates, manufacture and offer its products at and from the Facility to customers and clients throughout the United States. **Company** desires to establish and expand Amarillo Operations in order to further take advantage of the desirable business operating environment in Amarillo, an environment that provides lower operating costs than many other metropolitan areas and a highly motivated, well-educated, and productive workforce of a size **Company** believes is capable of supporting establishment and expansion of Amarillo Operations.

F. **Amarillo EDC** desires for Company to build and operate the Facility and desires to support the construction and operation of the Facility on the Property through the conveyance to **Company**

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of fee simple title in and to the Property, with such Property and title thereto not encumbered by any lien except as explicitly set forth herein, together with all rights and appurtenances thereto.

H. **Amarillo EDC**, by its execution of this Agreement, extends to **Company** an offer of financial incentives and the conveyance to **Company** of fee simple title in and to the Property as inducement for **Company** to establish and expand Amarillo Operations. **Company**, by its execution of this Agreement, accepts **Amarillo EDC's** offer of such incentives. **Company** pledges to use its best efforts to cause the construction of the Facility on the Property and pledges to use its best efforts to establish and expand Amarillo Operations to the full extent provided in this Agreement.

I. **Company** would not have entered into this Agreement but for the contributions to be made by **Amarillo EDC**, including, without limitation, the conveyance of the Property and the provision of the other benefits and incentives to be provided, subject to **Company's** qualification therefor, hereunder, and such contributions have induced **Company** to enter into this Agreement.

J. The following defined terms will be used in this Agreement:

Defined Term	Definition
Affiliate	Any entity owning, owned by, or under common ownership with **DNPS 003** and that executes and delivers to **Amarillo EDC**, in form and substance reasonably satisfactory to **Amarillo EDC**, an agreement to be bound by the reporting requirements of this Agreement.
Amarillo Operations	**Company's** manufacturing activities and operations provided primarily at or from the Facility with jobs categorized primarily in NAICS Sector Number 111
Date One	December 31, 2025
Date Two	December 31, 2026
Date Three	December 31, 2027
Date Four	December 31, 2028
Date Five	December 31, 2029
Date Six	December 31, 2030
Date Seven	December 31, 2031
Date Eight	December 31, 2032
Date Nine	December 31, 2033
Date Ten	December 31, 2034
Date Eleven	December 31, 2035
Date Twelve	December 31, 2036
Date Thirteen	December 31, 2037
Date Fourteen	December 31, 2038
Date Fifteen	December 31, 2039
Date Sixteen	December 31, 2040
Employee	Employees of **Company** engaged on behalf of **Company** in Amarillo Operations at or from the Property
Expansion Grant	As more particularly described in Section 3

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Defined Term	Definition
Expansion Increment	Each **full** increment of ten (10) FTEs **and** $450,000 in Payroll maintained in Amarillo Operations; provided, however, the term will not include increments beyond 750 FTEs or $33,750,000 in Payroll, in the aggregate
Facility	A manufacturing and distribution facility and related improvements (whether one or multiple structures or phases), comprising a controlled environment agriculture distributed network production site, to be located on the Property at a total cost, including furniture, fixtures, and equipment to be located thereon and used in Amarillo Operations, of no less than $250,000,000 (not including the value of the Property)
FTE	An Employee, to be counted as one FTE, will be any Employee who has worked 1,820 hours or more during a Performance Year. Employees working more than 1,820 hours in a Performance Year will be counted as one FTE. Part-time Employees for a year will be treated as partial FTEs for the year and will be calculated by dividing the number of hours actually worked for each Employee working less than 1,820 hours by 1,820 and rounded to the nearest one-hundredth place. Full-time but less than full year Employees will be treated as partial FTEs and calculated as above. In no event may any one person count as more than one FTE for any year. The total of full-time FTEs and partial FTEs will constitute the total FTEs for the year.
Payroll	Total Gross Wages (as defined by and reportable to the Texas Workforce Commission) paid to Employees; provided, however, that the following components of compensation will be includable in Payroll: salary, hourly wages, bonuses, and overtime
Performance Year	Each 12-month period ending on Date One through Date Sixteen
Property	That certain approximately 400-acre tract of land in northeast Amarillo, Texas, depicted on Exhibit A, attached and incorporated fully, without reservation of any rights[1]

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NOW THEREFORE, in consideration of these presents, which are made a contractual part hereof, and the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree as follows:

1. **Purpose, Amount, and Terms of Incentives Package**.

a. **Company** hereby requests, and **Amarillo EDC** hereby agrees to provide to **Company**, cash and property under the terms and conditions of this Agreement, subject to **Company's** qualification therefor. **Company** acknowledges that there are one or more potential

[1] **Amarillo EDC** does not represent or warrant ownership of any water, oil, gas, or other mineral rights in, associated with, with respect to, and/or relating to the Property, but will not reserve any such rights in the Deed (defined below).

repayment obligations to **Amarillo EDC** under the terms of this Agreement and that in order to secure **Company's** performance, **DNPS 003** will grant to **Amarillo EDC** a security interest in the Property by written Deed of Trust in the form attached hereto as Exhibit B (***DOT***) upon the conveyance to **DNPS 003** of, and with respect to, the Property. **Amarillo EDC** agrees to reasonably subordinate its lien under the DOT (***AEDC Lien***) to such liens securing construction and permanent financing of improvements to the Property, including in its multiple phases (but not including future advances not made to finance the original construction of the Facility (including in its multiple phases) or the permanent financing after construction of any of such phases) which subordination will be further evidenced and reflected by a Subordination Agreement or agreements in form and content reasonably acceptable to **Amarillo EDC** and any lender, lenders, and/or debt holders associated with such debts (collectively, ***Subordination Agreement***). Subject to the subordination contemplated herein and the Subordination Agreement and the terms and conditions contained in this Agreement, security for the performance by **Company** of all obligations arising under or related to this Agreement is the Property, together with its improvements, fixtures, and appurtenances, whether now located on or to be located on the Property. At the Closing (defined below), **DNPS 003** will execute and deliver the DOT and each of the parties hereto will, at the Closing and thereafter, execute all other instruments or documents reasonably necessary or appropriate to implement the terms of this Agreement.

b. The consideration to be paid, advanced or expended by **Amarillo EDC** includes, (a) the conveyance by **Amarillo EDC** to **DNPS 003** of the Property with an agreed present value of $4,800,000 (which may be referred to herein as the ***value of the Property***); and (b) up to $3,750,000 in cash as job creation and retention grants to be provided to **DNPS 003**, subject to **Company's** qualification therefor, in installments as more specifically set out in this Agreement. The Property is being conveyed and made available to **DNPS 003** to allow **Company** to construct or cause the construction of the Facility and establish Amarillo Operations thereon. The funds described in Section 3 are being made available to **DNPS 003** for **Company** establishing and expanding Amarillo Operations and will be disbursed to or on behalf of **DNPS 003** in accordance with the terms of this Agreement, against delivery of all documents or instruments required under this Agreement.

c. Plant Agricultural Systems LLC, a Delaware limited liability company, agrees to execute and deliver that certain guaranty for the benefit of **Amarillo EDC** in the form of Exhibit C (***Guaranty***). The full execution and delivery of the Guaranty is a precondition to **Amarillo EDC's** obligations under this Agreement. Without limitation of the subordination and restrictions of **Amarillo EDC**'s rights as set forth in this Agreement and/or that will be set forth and in place in any Subordination Agreement, **Amarillo EDC** acknowledges and agrees that its rights in and/or arising under the Guaranty will be subordinated as set forth therein.

2. **Conveyance of the Property; Construction of the Facility**.

a. Within three (3) months of the Effective Date, the parties will close the conveyance to **DNPS 003** of fee simple title in and to the Property, together with all rights and appurtenances thereto, with such Property and title thereto not encumbered by any lien except as explicitly set forth herein or in connection with Company's financing of the Facility, by Special Warranty Deed in the form of Exhibit D, attached hereto and made a part hereof for all purposes

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(***Deed***), at a closing at the Title Company (defined below) (***Closing***). The Deed will contain "as is, where is, with all faults" disclaimers reasonably acceptable to **Amarillo EDC**. The Deed will contain Reversionary Provisions (defined below), triggered in the event construction of the first phase of the Facility has not begun within 12 months of Closing[2] or is not thereafter diligently pursued to completion within 36 months of Closing; provided, however, if **DNPS 003** provides Alternate Security (defined below) pursuant to Section 2(g) prior to Closing, the Reversionary Provisions will be omitted from the Deed. Notwithstanding anything else herein to the contrary, the Reversionary Provisions of the Deed will be deemed to have been fully and finally released upon the earlier of (i) the provision of Alternate Security or (ii) the full payment by **Company** to **Amarillo EDC** of all amounts described in Section 2(c), below.

b. The Closing will occur at American Land Title, LLC, 620 S. Taylor, Suite 104, Amarillo, Texas 79101 (***Title Company***); provided that the parties will reasonably cooperate to accommodate a remote closing. At the Closing, **Company** will, at its expense, cause the Title Company to issue to **Amarillo EDC** a lender's policy of title insurance with coverage in the amount of no less than the value of the Property. All costs and fees associated with the Closing (save and except **Amarillo EDC's** attorneys' fees related to Closing) will be borne solely by **Company**. Without limiting the generality of the foregoing, **Company** shall, at its sole expense prior to the Closing, obtain a survey of the Property that is reasonably satisfactory to **Amarillo EDC**. Upon **Amarillo EDC's** acceptance of such survey (which may not be unreasonably withheld, conditioned, or delayed), the surveyed legal description shall replace Exhibit A hereto and be used for all purposes in connection with the Deed and DOT. Taxes for the year of Closing will be prorated to the date of Closing; provided, however, **Amarillo EDC** will be the sole beneficiary of any tax limitations or exemptions applicable prior to such Closing.

c. On or before the expiration of 12 months after Closing, subject to extension in connection with Excusable Delays as defined in the Deed, **Company** agrees to commence construction of the Facility on the Property and to thereafter diligently pursue construction in a commercially reasonable manner. On or before the expiration of 36 months after Closing, subject to extension in connection with Excusable Delays: (i) **Company** agrees to cause the first phase of the Facility to be ready to be occupied by **Company**; and (ii) **Company** agrees to commence Amarillo Operations at the Facility. Amarillo Operations will be deemed to have commenced when, and only when: (a) construction of the first phase of the Facility has been substantially completed (excepting only normal punch-out items) at a cost of no less than $80,000,000; (b) **Company** has unconditionally received all approvals and certifications of occupancy and operation from any governmental or other entity with jurisdiction over the Property for the operations contemplated thereby (including a Certificate of Occupancy) with respect to such first phase; (c) at least 80 Employees are employed by **Company** and actually working at the Facility; and (d) **Company** has delivered written notice certifying such facts to **Amarillo EDC** and provided such back-up documentation as **Amarillo EDC** may reasonably request. If either deadline in this Section 2(c) is not timely met and satisfied, in addition to any other remedies available to **Amarillo EDC**, **Amarillo EDC** may declare 50% of the value of the Property due and payable in full by **Company** to **Amarillo EDC**, in which event, (w) **Amarillo EDC** may draw

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[2] Construction of the first phase of the Facility will be deemed to have begun only once **Company** obtains permits and actually breaks ground prior to such date (not including any ceremonial ground breakings).

from the Alternate Security, if any, such amount plus interest at the rate of eight percent (8%) per year since the date of Closing on such portion of the value of the Property (without compounding) within thirty (30) days of **Amarillo EDC's** written notice thereof; or (x) otherwise, if **Company** has not provided Alternate Security, such amount plus interest at the rate of eight percent (8%) per year since the date of Closing on such portion of the value of the Property (without compounding) must be paid by **Company** to **Amarillo EDC** within thirty (30) days of **Amarillo EDC's** written notice thereof. If, following either deadline in this Section 2(c) not timely being met and satisfied, such deadline remains unmet and unsatisfied following expiration of an additional six-month period thereafter, **Amarillo EDC** may declare for and in connection with the expiration of such additional six-month period after which such deadline remains unmet and unsatisfied, that an additional 50% of the value of the Property be due and payable in full by **Company** to **Amarillo EDC**, in which event, (y) **Amarillo EDC** may draw from the Alternate Security, if any, such amount plus interest at the rate of eight percent (8%) per year since the date of Closing on such portion of the value of the Property (without compounding) within thirty (30) days of **Amarillo EDC's** written notice thereof[3]; or (z) otherwise, if **Company** has not provided Alternate Security, such amount plus interest at the rate of eight percent (8%) per year since the date of Closing on such portion of the value of the Property (without compounding) must be paid by **Company** to **Amarillo EDC** within thirty (30) days of **Amarillo EDC's** written notice thereof. For the purpose of clarity, in no event will the aggregate sum of the foregoing penalties equal more than 100% of the value of the Property, plus accrued interest. Notwithstanding the foregoing, in **Company's** discretion, **Company** may elect, upon any failure to meet and satisfy any of the deadlines set forth in this section, to reconvey the Property on or before the deadline for any payment described in this section to **Amarillo EDC**, free and clear of all liens, claims, or other encumbrances except those existing on the day prior to Closing and at **Company's** sole expense including the issuance of an Owner's policy of title insurance in favor of **Amarillo EDC** in the amount of no less than the value of the Property, in lieu of and in full satisfaction of making any such payments contemplated in this section with such reconveyance being deemed to be payment to **Amarillo EDC** of an amount equal to the value of the Property plus any applicable interest that may otherwise be deemed payable hereunder.

d. The Facility must satisfy all applicable zoning ordinances and covenants. **Company** will insure that, with respect to the construction of the Facility, all contractors, subcontractors, and materialmen are timely paid undisputed amounts in accordance with their respective contracts. If any mechanic's, materialmen's, or similar lien claims are rightfully filed against the Property as a direct result of an undisputed claim for payment, provided the AEDC Lien is still in place, **Company** will take reasonably necessary measures to protect the Property and preserving the priority of the AEDC Lien, including, bonding around such liens in accordance with applicable law.

e. If, on or before Date Four: (i) **Company** maintains at least 200 FTEs in a Performance Year; and (ii) at least $250,000,000 has been expended by or on behalf of **Company** for the construction of the Facility and other buildings and permanent improvements on the

[3] In the event the Alternate Security, if applicable, is insufficient to satisfy all amounts that may be drawn down by **Amarillo EDC** under this Section 2(c), **Company** will pay to **Amarillo EDC** any deficiency within thirty (30) days of **Amarillo EDC's** written notice thereof.

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Property (including furniture, fixtures, and equipment located thereon), **Company** may, at any time at which such thresholds have been met, provide written notice of such fact to **Amarillo EDC** and cause **Amarillo EDC** to release the AEDC Lien on the Property, which **Amarillo EDC** will do so within ninety (90) days following receipt of such notice. Any such written notice under this Section 2(e) must include such backup documents and information as **Amarillo EDC** may reasonably request to establish **Company's** satisfaction of the criteria herein.

f. In the event the AEDC Lien on the Property is not released under the terms of Section 2(e), the AEDC Lien shall continue until the thresholds set forth in Section 2(e) are met and, during such period following Date Four until such thresholds are met, **Amarillo EDC** shall have the option to withhold from **Company** all or a portion of any installment of any Expansion Grants that would otherwise be due and payable to **Company** during such period. Release of the AEDC Lien under the terms of Section 2(e) will in no event be interpreted to eliminate or reduce any obligation of **Company** under this Agreement, each such obligation surviving such release until satisfied in full. Notwithstanding anything else herein to the contrary, **Amarillo EDC** will have no duties under Section 2(e) during the existence of any uncured material event of default of **Company** under this Agreement, regardless of whether performance is extended under the terms of Section 8.

g. Notwithstanding the terms of the Deed, **DNPS 003** may, at any time prior to the first phase of the Facility being Substantially Complete (as defined in the Deed), provide alternate security to the reversionary interest provisions in the Deed (***Reversionary Provisions***) in the form of either:

1. A cash deposit at a financial institution reasonably acceptable to **Amarillo EDC** in the amount of no less than $4,800,000, together with an account control or similar agreement with respect to such deposit account (***Account***) in form reasonably acceptable to **Amarillo EDC** that, among other usual and customary terms, provides **Amarillo EDC** control over the Account and the ability to, without further action of **DNPS 003**, withdraw the balance of the Account, including interest accrued thereon, if any, if the Reversionary Provisions are not timely met and satisfied; or

2. A Letter of Credit in **Amarillo EDC**'s favor issued by a financial institution reasonably acceptable to **Amarillo EDC** in the amount of no less than $4,800,000 (***LC***) upon which **Amarillo EDC** may draw under the terms of this Section 2(g) (in either case, the ***Alternate Security***).

If **DNPS 003** elects to provide the Alternate Security, **DNPS 003** agrees to maintain the Alternate Security in full force and effect until the Substantial Completion of the first phase of the Facility and **Amarillo EDC** may withdraw the balance of the Account or draw down the LC due to **DNPS 003**'s failure to Substantially Complete the first phase of the Facility as required under the Reversionary Provisions (subject to Excusable Delay as defined in the Deed). For clarity, the dollar amount to be maintained for the Alternate Security set forth in this Section 2(g), as of any given time, shall refer to the unpaid portion of the value of the Property as of such time.

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h. If Alternate Security is provided after Closing, then, upon such provision of the Alternate Security, **Amarillo EDC** will promptly execute and deliver to **DNPS 003** the attached Waiver and Release of Reversionary Interest in the form attached hereto as Exhibit E (***Release***). **DNPS 003** shall be authorized to record the Release. To avoid any confusion, **Amarillo EDC** and **DNPS 003** agree that **Amarillo EDC**'s withdrawal of the full balance of the Account or drawing on the LC merely satisfies the Reversionary Provisions and will in no event affect or eliminate **DNPS 003**'s obligations to timely Substantially Complete the first phase of the Facility, timely commence Amarillo Operations thereon, and deliver written notice certifying such facts to **Amarillo EDC** together with such backup documents and information as **Amarillo EDC** may reasonably request, all under the terms of Section 2(c), above.

i. In the event that Alternate Security is not provided and the Reversionary Provisions remain in the Deed, then, upon **Amarillo EDC**'s determination, which may not be unreasonably withheld, that **DNPS 003** has satisfied either the commencement or Substantial Completion obligation in the Reversionary Provisions, **Amarillo EDC** will promptly execute and deliver to **DNPS 003** written confirmation of the satisfaction of such condition in recordable form reasonably satisfactory to **Amarillo EDC**. Upon **Amarillo EDC**'s provision of such written confirmation of the satisfaction of the Substantial Completion requirement under the Reversionary Provisions, **DNPS 003** is, automatically and without further action of **Amarillo EDC**, authorized and directed to record the Release in the appropriate county records and terminate the Alternate Security.

3. **Incentive Opportunities for Company's Establishment and Expansion of Amarillo Operations**.

a. From and after the Effective Date, **Company** agrees to use its best efforts to establish and expand Amarillo Operations, creating new FTEs and increasing Payroll. Provided **Company** qualifies under the terms of this Section 3, **Amarillo EDC** will pay to **DNPS 003** one or more expansion grant installments under the terms of this section (each an ***Expansion Grant*** and together the ***Expansion Grants***).

b. Each Expansion Grant will be up to $50,000, payable in ten annual installments of up to $5,000 each, subject to reduction as described in Section 3(c). **Company** will be eligible for one Expansion Grant for each full Expansion Increment newly created on or before Date Seven. **Company** agrees to maintain each Expansion Increment in Amarillo Operations for a nine-year period beginning at the end of the Performance Year in which each such Expansion Increment was originally created. So, for example, if the first full Expansion Increment is newly created in the year ending on Date One, the nine-year Expansion Grant retention requirement for such Expansion Increment begins on January 1, 2026. **No Expansion Increment will be deemed to have been created unless and until both the full 10 FTEs and $450,000 in Payroll for such Expansion Increment have been newly created.**

c. The first of ten annual Expansion Grant installments called for under Section 3(b) will be due after the Performance Year in which a full Expansion Increment is first newly created. For each of the nine years thereafter, if **Company** maintains both the additional 10 FTEs and $450,000 in Payroll related to such Expansion Increment, there will be no deduction

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from the Expansion Grant installment amount due under Section 3(b) for such year and Expansion Increment. If **Company** fails to maintain one or both of the FTE or Payroll amounts related to an Expansion Increment in any of the Performance Years following the Date on which an Expansion Increment is newly created, the Expansion Grant installment related to such year and related to such Expansion Increment will be reduced or eliminated altogether, as follows:

1. Should **Company** meet only one of either the FTE or Payroll amounts required (10 for FTEs and $450,000 for Payroll) related to an Expansion Increment in a Performance Year, and miss the other target by no more than ten percent (10%), the Expansion Grant installment called for under Section 3(b) for such year and Expansion Increment will be calculated as follows: $5,000 X (Actual amount of FTE or Payroll maintained [using the figure that fell short of the required amount] related to such Expansion Increment / [10 if FTEs fell short or $450,000 if Payroll fell short]).

2. There will be no Expansion Grant installment due under Section 3(b) for an Expansion Increment in a Performance Year if either: (i) **Company** meets only one of either the FTE or Payroll amounts required related to an Expansion Increment (again, being 10 FTEs and $450,000 in Payroll for each Expansion Increment), and misses the other target by more than ten percent (10%); or (ii) **Company** fails to achieve (by any margin) both the FTE or Payroll amounts required related to such Expansion Increment.

No level of future performance by **Company** will give rise to a payment obligation of **Amarillo EDC** related to prior deductions from prior Expansion Grant payments. The denominator of the fraction in Section 3(c)(1) will only ever be 10 or $450,000, depending on whether the FTE or Payroll requirement was missed for an Expansion Increment.

d. The Payroll and FTE Reports required to be provided by **Company** under Section 5 will be used to measure whether an Expansion Increment has been newly created, and whether it has been maintained. Each payment from **Amarillo EDC** required under this Agreement, including without limitation installments of an Expansion Grant, will be payable within thirty (30) days of **Amarillo EDC's** receipt and approval (which may not be unreasonably withheld, conditioned, or delayed) of each Payroll and FTE Report (defined below) or other report or back-up documentation reasonably acceptable to **Amarillo EDC** that establishes **Company's** right to such payment.

e. Notwithstanding anything else herein to the contrary, the maximum aggregate amount **Amarillo EDC** will in any event be obligated to pay in connection with the Expansion Grants under this Section 3 is $3,750,000.

f. **Company** will use the funds provided by **Amarillo EDC** under this Agreement only to establish, maintain, or expand Amarillo Operations.

4. **Potential Repayment Obligation of Company**.

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a. Notwithstanding anything else herein to the contrary and in addition to any other repayment obligation triggers in this Agreement, should Amarillo Operations cease while **Amarillo EDC** has any potential payment obligation under this Agreement, **DNPS 003** will not receive any Expansion Grant installments for the year in which Amarillo Operations ceased, nor any future years, and, unless **Company** has already paid to **Amarillo EDC** the value of the Property under Section 2 (or any portion thereof), **Company** will repay to **Amarillo EDC** the remaining unpaid portion of the value of the Property within forty-five (45) days of notice of default from **Amarillo EDC**.

b. For purposes of this Section 4, a cessation of Amarillo Operations will be conclusively deemed to have occurred if (i) **Amarillo EDC** reasonably determines that Amarillo Operations have been discontinued; (ii) **Company** fails to timely provide the reports required under this Agreement for more than one Performance Year; or (iii) for any Performance Year ending on or after Date Three, **Company** maintains less than 150 FTEs in Amarillo Operations. A temporary halt, temporary delay, business disruption, or similar occurrence (i) caused by a force majeure event, or (ii) lasting less than forty-five (45) consecutive days, whether or not caused by a force majeure event, does not, on its own, constitute a cessation of Amarillo Operations.

5. **Measurement of and Provisions for Reporting FTEs and Payroll**.

a. On or before February 28 immediately following each Performance Year, **DNPS 003** will and will cause, or will, on behalf of, each Affiliate with Employees engaged in Amarillo Operations to, without demand or other request therefor, complete and provide to **Amarillo EDC** a written certificate signed by an authorized corporate officer of **DNPS 003** or the applicable Affiliate on the form attached hereto as Exhibit F, for the immediately preceding Performance Year, together with all four employer's quarterly reports submitted to the Texas Workforce Commission (***TWC***) along with a list of Employees, the number of hours worked in Amarillo Operations by each Employee in such Performance Year, FTEs that each Employee represents for such year (in no event may any one person count as more than one (1) FTE for any year), Payroll received by each Employee during such year, and a total aggregate number of FTEs maintained and Payroll paid in Amarillo Operations during such year (each a ***Payroll and FTE Report***). The Payroll and FTE Report, all TWC reports, and any backup documents or information provided therewith must be clearly marked to indicate any Employees who were not primarily engaged in Amarillo Operations during the applicable Performance Year. All reporting under this Agreement must be sent by email to reporting@amarilloedc.com and to such other addresses as **Amarillo EDC** may from time-to-time designate in writing to the persons designated to receive notice under this Agreement.

b. **DNPS 003** and all Affiliates with Employees engaged at Amarillo Operations will allow **Amarillo EDC** and its agents to reasonably examine **DNPS 003's** and such Affiliate's records necessary to verify employment in Amarillo Operations should **Amarillo EDC** so request in writing. **Amarillo EDC** understands that such information will be for **Amarillo EDC's** use solely to confirm the accuracy of reports required hereunder and to enforce **Amarillo EDC's** rights under this Agreement. Subject to the Public Information Laws (defined below), **Amarillo EDC** agrees that such review and examination will be subject to reasonable confidentiality safeguards (including, without limitation, the execution and delivery by **Amarillo**

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EDC and/or its agents, as appropriate, of a reasonable and mutually agreeable confidentiality agreement) and that a **Company** representative will have the right to accompany **Amarillo EDC** or its agents during such review. **Amarillo EDC** and/or its agents, as appropriate, will be allowed to make and retain copies or transcriptions of any such **DNPS 003** or applicable Affiliate records. Any inspection will be done with at least five business days' advance notice to **DNPS 003**, will occur during normal working hours, will be performed in a manner not to unreasonably disturb or interrupt the business of Company, and will continue from day-to-day until complete.

c. In the event **Company** discovers any Payroll and FTE Report is inaccurate in any way, **Company** will immediately notify **Amarillo EDC** of such inaccuracy and immediately provide a substitute Payroll and FTE Report, highlighting each item of information which was inaccurate. If such replacement report establishes that **DNPS 003** received a payment under this Agreement that it was not entitled to receive, in addition to any other rights or remedies of **Amarillo EDC** hereunder, **DNPS 003** will immediately repay such amount to **Amarillo EDC** with interest at eight percent (8%) per year since the date of such improper payment.

d. To qualify as an Affiliate of **DNPS 003** under this Agreement, each such Affiliate must execute and deliver to **Amarillo EDC** a written agreement including such terms as **Amarillo EDC** reasonably deems appropriate, including without limitation an agreement by such Affiliate to be bound by the terms of this Section 5 and to have an authorized corporate officer certify all reports required hereunder as true and correct to **Amarillo EDC**. The qualification of any third-party as an Affiliate under this Agreement will in no way alter the incentive payment procedures under this Agreement (that is, conveyance of the Property and payments of Expansion Grant installments will only ever be to **DNPS 003** itself).

e. The "floor" for FTEs and Payroll on which each Expansion Increment is measured will rise with the establishment of each Expansion Increment. Similarly, such floor will not be lowered by the expiration of the nine-year performance period for the annual Expansion Grant payments under Section 3(c), related to any Expansion Increment.

f. The Payroll and FTE Reports, as confirmed or modified by an audit by **Amarillo EDC** allowed under this Agreement, will be used to determine **DNPS 003's** qualification for any Expansion Grant installments under Section 3(c).

6. **DNPS 003's Representations and Warranties**. **DNPS 003** represents and warrants to **Amarillo EDC** as of the Effective Date, and continuously so long as either party owes actual or potential obligations to the other under this Agreement, all of the following:

a. **DNPS 003** is a limited liability company, duly organized and existing in good standing under the laws of the State of Delaware and is authorized to transact business in Texas.

b. The establishment and expansion of Amarillo Operations has been duly authorized by **DNPS 003's** board of managers or equivalent governing authority and this Agreement and the performance by **DNPS 003** of its obligations under this Agreement are not in contravention of any law, rule or regulation or of the provisions of **DNPS 003's** Certificate of

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Formation or Bylaws (or similar formation and governing documents), or of any agreement or instrument to which **DNPS 003** is a party or by which it may be bound.

c. No litigation or governmental proceeding is pending, or, to the knowledge of any of **DNPS 003's** officers, threatened against or affecting **DNPS 003**, which may result in a material adverse change in **DNPS 003's** business, properties, or operations sufficient to jeopardize **DNPS 003** as a going concern.

d. No Principal (defined below) of **DNPS 003** or any Affiliate has been convicted of an offense described in Section 9(f), below.

e. No statement made herein or certificate to be delivered by **Company** to **Amarillo EDC** in connection herewith (including, without limitation, any report required to be provided hereunder), or in connection with any transaction contemplated hereby, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements or information contained therein from being misleading.

f. The Texas Public Information Act, the Texas Open Meetings Act, and certain document retention statutes and regulations (together, the ***Public Information Laws***) apply to **Amarillo EDC** and, as such, this Agreement and some or all of the information, communications, or documents created, obtained, or maintained by **Amarillo EDC** under this Agreement may be subject to required retention and public disclosure.

The representations and warranties contained herein shall survive the consummation of the conveyance of the Property and shall not merge therein. **DNPS 003** will defend, hold harmless, and indemnify **Amarillo EDC** and its governing persons, officers, and employees for, with respect to, and/or in connection with any breach or inaccuracy of **DNPS 003**'s representations, warranties, covenants, or obligations contained in this Agreement, including, without limitation, any costs, expenses, damages, and/or losses relating thereto, resulting therefrom, and/or arising in connection therewith.

As used in this Agreement, the term ***knowledge*** refers to the actual knowledge of the identified person, without duty of investigation.

7. **Amarillo EDC's Representations and Warranties**. **Amarillo EDC** represents and warrants to **DNPS 003** as of the Effective Date the following:

a. **Amarillo EDC,** to the best of the knowledge of its President and subject to Section 13, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation organized under Chapters 501 and 504 of the Texas Local Government Code.

b. No litigation or governmental proceeding is pending, or, to the knowledge of **Amarillo EDC's** President, threatened against or affecting **Amarillo EDC**, which if adversely determined is reasonably expected to result in **Amarillo EDC's** inability to meet its obligations under this Agreement.

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c. To the best of the knowledge of its President, the Public Information Laws require this Agreement to be subject to public disclosure. All or parts of the FTE and Payroll reports required to be provided hereunder, in addition to other documents in **Amarillo EDC's** file or otherwise subject to its control relating to **Company**, may also be subject to public disclosure. **Amarillo EDC** will, for so long as it has documents or information that may be confidential or proprietary to **Company**, use commercially reasonable means available to it under the Public Information Laws to allow **Company** to, at **Company's** expense, seek to protect its confidential or proprietary information from public disclosure. For reference, the Texas Public Information Act allows **Amarillo EDC** to do so under Texas Government Code Section 552.305, and as required by that section, **Amarillo EDC** will make a good faith effort to notify **Company** of any request involving its information.

d. To the best of the knowledge of its President: (i) annexation of the Property by the City of Amarillo, Texas is underway; and (ii) a sanitary sewer line to serve the Property is being constructed by the City of Amarillo, Texas.

e. The Property, or a portion thereof, is subject to a lease agreement to a third party for grazing and similar purposes, but such lease agreement is terminable by **Amarillo EDC** upon advance notice which will be given by **Amarillo EDC** sufficiently prior to Closing such that the tenant has vacated by Closing.

8. **Force Majeure**. If, by reason of force majeure, such as war, riot, sabotage, blockage, embargo, failure or inability to secure materials, supplies or labor through ordinary sources on commercially reasonable terms and by commercially reasonable means (whether by reason of shortages or priority or otherwise), delays of transportation and/or commercial carriers, limitations relating to capacity, availability, and/or reasonable ability of any construction partners to diligently proceed with construction, labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; pandemic; epidemic; government lockdown or quarantine; governmental restrictions, regulations, orders, or interference; terrorist act; power outage; fire, flood, windstorm, tornado, hurricane, earthquake or other casualty, or any other circumstances beyond a party's reasonable control, any party is reasonably unable to fulfill its obligations under this Agreement, such party will use reasonable and diligent effort to rectify the situation within a reasonable time, which period will, in no event, be longer than six (6) months for any given event or cause or simultaneous combination thereof, and which period will be added to any scheduled period or deadline hereunder. A force majeure event merely pauses a party's performance obligation for the duration of the event, subject to the limit in this Section 8, but does not excuse it.

9. **Events of Default and Remedies**. In addition to any other right of **Amarillo EDC** elsewhere in this Agreement, for so long as **Amarillo EDC** has any potential payment obligation under this Agreement, the following will be events of default under this Agreement:

a. The insolvency of **DNPS 003**. "Insolvent" is defined to mean one either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due or is insolvent within the meaning of the federal bankruptcy law.

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b. The appointment of a receiver of **DNPS 003**, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

c. The filing by **DNPS 003** of a petition to be adjudged bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

d. The material failure of **DNPS 003** to pay or perform any of its material obligations under this Agreement within the time periods required by this Agreement provided any such obligations do not already prescribe a specific remedy or remedies for and/or in connection with any such failure.

e. Any material misrepresentation or materially inaccurate report, whether or not knowingly or intentionally provided, of **Company** to **Amarillo EDC**; provided that inaccuracies in any Payroll and FTE Report will be "material" only if such reports over-stated FTE or Payroll levels by more than two and one-half percent (2.5%).

f. The conviction (which shall include the pleading of guilty or no contest or otherwise judicially admitting to the crime) of any Principal in any jurisdiction of a state jail felony crime of moral turpitude or any comparable or more severe offense.

In addition to any other remedy available by law, should any of these conditions not be cured within a period of thirty (30) days following written notice from **Amarillo EDC** (if curable), **Amarillo EDC** may, at its option, terminate any and all obligations of **Amarillo EDC** under this Agreement and require repayment of all funds expended by **Amarillo EDC** pursuant to the terms of this Agreement (including the value of the Property), less any amounts previously repaid by **Company**, if any.

As used herein, the term ***Principal*** means any executive officer (whether directly or through one or more other entities) of **Company** whose office or primary job location is at the Facility.

10. **Limitation on Company's Liability.** Notwithstanding anything set forth or deemed to the contrary in this Agreement or otherwise, **Company's** aggregate liability and aggregate amounts that could become due or payable arising out of this Agreement and the transactions contemplated herein, including, without limitation, in the form of repayment of financial incentives and/or monetary penalties to **Amarillo EDC** in accordance with the terms and conditions of this Agreement, shall not exceed the sum of the value of the Property, the cash incentives actually paid by **Amarillo EDC** to **Company** and received by **Company** pursuant to this Agreement, interest accrued on amounts as explicitly set forth herein, and reasonable and necessary attorneys' fees and costs as explicitly set forth herein. In addition to any other right of **Company** elsewhere in this Agreement, if the City of Amarillo fails to have or maintain sufficient service capacity for Company's water requirements, all of Company's obligations under this Agreement shall be suspended; *provided, however*, the obligations contained in Section 17 shall not be suspended.

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11. **Governing Law, Venue, and Attorneys' Fees**. All obligations of the parties are performable in Amarillo, Potter County, Texas, and this Agreement is governed by the laws of the State of Texas. Venue for any action arising from or related to this Agreement will be exclusively in the State District Courts in and for Potter County, Texas. The parties waive any claim that such forum in inappropriate or inconvenient. The prevailing party to any lawsuit arising from or related to this Agreement will be entitled to recover its reasonable and necessary attorneys' fees and costs. Interest on amounts past-due hereunder will accrue at the rate of eight percent (8%) per year.

12. **Notice**. All notifications required under and/or having to do with this Agreement will be made in writing, delivered in person, by overnight mail, by certified mail return receipt requested, or by electronic mail to the following:

For Amarillo EDC

Attn: Mr. Kevin Carter, President/CEO
Amarillo Economic Development Corporation
600 S. Tyler, Suite 1600
Amarillo, Texas 79101
Reporting@AmarilloEDC.com
Kevin@AmarilloEDC.com

With a copy (which will not constitute notice) to

John B. Atkins
Underwood Law Firm, P.C.
P.O. Box 9158
Amarillo, Texas 79105
John.Atkins@uwlaw.com

For DNPS 003 and/or Company

Attn: Richard Dent III, Chief Operating Officer
PLANT-AS-DNPS-003-2 LLC
333 East Las Olas Way, Suite CU1
Fort Lauderdale, Florida 33301-2363
Email: Richard.Dent@plant-as.com

With a copy (which will not constitute notice) to

Attn: Adam Litwin, General Counsel
PLANT-AS-DNPS-003-2 LLC
333 East Las Olas Way, Suite CU1
Fort Lauderdale, Florida 33301-2363
Email: Adam.Litwin@plant-as.com

The correspondence address for either party may be revised from time-to-time upon advance written notice to the other party. Notices shall be deemed to have been given upon actual receipt or upon refusal of receipt, or in the case of electronic mail, upon affirmative confirmation of such receipt by reply email.

13. **Amarillo EDC Board and City Council Approval**. This Agreement is part of a Project (as defined in Chapters 501 and 504 of the Texas Local Government Code). If the Project is not approved by the Board of Directors of the **Amarillo EDC** and the City Council of the City of Amarillo, Texas within ninety (90) days of the Effective Date, this Agreement will terminate without further obligations upon **Amarillo EDC** or **Company**.

14. **Tax Abatement; Other Incentive Assistance**. **Amarillo EDC** will reasonably cooperate in **Company's** efforts with respect to the following in connection with **Company's** development of the Property, all at **Company's** expense:

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a. Application for tax abatement on the Property under Chapter 312 of the Texas Tax Code to any taxing authority with jurisdiction over the Property.
b. Annexation of the Property by the City of Amarillo, Texas.

While local taxing districts and governmental authorities have historically been receptive to these requests and have cooperated in such pursuits (particularly when significant investment in real property and job creation are shown) **Amarillo EDC** has no authority over any such taxing districts or governmental authorities and does not warrant or represent that any of the foregoing will be granted or granted sufficiently to **Company's** satisfaction.

15. **Cooperation on Publicity**. **Company** agrees to cause one or more of its representatives to attend all significant public events (e.g. Board or City Council meetings, ground-breakings, press conferences) related in any way to this Agreement, the Facility, and the like provided **Amarillo EDC** gives **Company** reasonable advance notice of such events. Further, each of the parties hereto agrees to reasonably cooperate with the other party on and with respect to press releases and other publicity related to the subject matter of this Agreement, the Facility, and on-going efforts related to retention efforts of **Amarillo EDC** directed toward **Company**, if any.

16. **Broker Commissions**. **Company** represents and warrants to **Amarillo EDC** that **Company** is solely responsible for any commissions or similar fees related in any way to this Agreement, the Property, or the Facility (each a ***Commission***) of brokers, finders, realtors, or similar agents claiming a right to a Commission by, though, or under **Company** and will indemnify, defend, and hold **Amarillo EDC** harmless from any claims or liabilities for any such a Commission.

17. **Certification Regarding Undocumented Workers**.

a. **DNPS 003** certifies that it does not, all Affiliates do not, and neither **DNPS 003** nor any Affiliate will knowingly employ an Undocumented Worker, defined below, in Amarillo Operations between the Effective Date and the date upon which **Amarillo EDC** no longer has any potential payment obligation under this Agreement. ***Undocumented Worker*** will mean an individual who, at any time during employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under law to be employed in that manner in the United States. For the sake of clarity, it is acknowledged agreed that any individual legally employed under the H-2A program or other similar temporary employment program under United States law shall not be considered an Undocumented Worker. **DNPS 003** and any applicable Affiliate will immediately notify **Amarillo EDC** if: (i) **DNPS 003** or such Affiliate becomes aware **DNPS 003** or any Affiliate employs or has employed an Undocumented Worker in Amarillo Operations; (ii) **DNPS 003** or any Affiliate becomes aware or receives notice that **DNPS 003** or any Affiliate is alleged to have employed an Undocumented Worker in Amarillo Operations; or (iii) **DNPS 003** or an Affiliate is convicted of a violation under the following subparagraph.

b. If between the Effective Date and the date on which **Amarillo EDC** no longer has any potential payment obligation under this Agreement, **DNPS 003** or any Affiliate

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knowingly employs an Undocumented Worker in Amarillo Operations or is convicted of a violation under 8 U.S.C. Section 1324a(f) with respect to Amarillo Operations, **DNPS 003** and each Affiliate will, jointly and severally, repay to **Amarillo EDC** the entire benefit received by **DNPS 003** pursuant to the terms of this Agreement (including the value of the Property and all Expansion Grant installments actually paid to **DNPS 003,** less any amounts previously paid by **Company** to **Amarillo EDC** for or related to the Property, if any). Such amount will be due and payable in full on the 120th day after the date **Amarillo EDC** notifies **DNPS 003** of the violation and interest will accrue on such amount at the contract rate thereafter.

18. **Further Agreements**. The parties agree to enter into, execute, file, and record any additional agreements, documents, and instruments that may be reasonably required by any of the parties in order to effect any of the transactions or intentions contemplated or contained herein.

19. **Time is of the Essence**. The parties agree that time is of the essence in the execution and performance of this Agreement.

20. **Relationship of the Parties**. No partnership, joint venture, agency relationship, or fiduciary relationship is intended to be created by this Agreement and no such relationship shall be determined to exist and neither party may bind or obligate the other.

21. **Counterparts; Signatures**. This Agreement may be executed in counterparts and, if so executed, shall be valid, binding, and have the same effect as if all the parties hereto actually joined in and executed one and the same document. Facsimile, scanned, and electronic signatures shall be treated as originals for all purposes.

22. **Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall be deemed to be reformed to the minimum extent required for it to be valid, legal, and enforceable, and the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be binding upon the parties. The parties agree that it is their intent for this Agreement to be determined as being an indivisible obligation of the parties.

THIS AGREEMENT IS BINDING UPON THE PARTIES HERETO AND THEIR SUCCESSORS, ASSIGNS, HEIRS, ADMINISTRATORS, EXECUTORS, AFFILIATES, AND DESIGNEES OF THE RESPECTIVE PARTIES; HOWEVER, IT MAY NOT BE ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. FOR THE SAKE OF CLARITY, THE OBLIGATIONS SET FORTH FOR COMPANY IN THIS AGREEMENT MAY BE SATISFIED BY DNPS 003 AND ITS AFFILIATES (AS SUCH TERM IS DEFINED HEREIN).

THIS WRITTEN AGREEMENT, INCLUDING THE PREAMBLE, RECITALS, AND THE EXHIBITS ATTACHED HERETO, EACH OF WHICH IS, FOR THE PURPOSE OF CLARITY, HEREBY INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT, ALONG WITH THE AGREEMENTS, DOCUMENTS, AND

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INSTRUMENTS REFERENCED HEREIN, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, MAY NOT BE CONTRADICTED BY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES, AND MAY NOT BE ALTERED, CHANGED, OR AMENDED EXCEPT BY AN INSTRUMENT IN WRITING DULY EXECUTED BY BOTH PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

{Signature Page Follows}

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EXECUTED by the parties hereto effective as of the Effective Date.

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By:_____
Kevin Carter, President and CEO

PLANT-AS-DNPS-003-2 LLC

By:_____
Richard Dent III, Chief Operating Officer

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EXHIBIT A

PROPERTY DESCRIPTION

The orange lines below depict the approximate boundaries of the Property in northeast Amarillo, Texas (Potter County, Texas).



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EXHIBIT B

DEED OF TRUST

Date: _____, 2023

Grantor: PLANT-AS-DNPS-003-2 LLC, a Delaware limited liability company

Grantor's Mailing Address (including county):

333 East Las Olas Way, Suite CU1
Fort Lauderdale (Broward County), Florida 33301-2363

Trustee: KEVIN CARTER

Trustee's Mailing Address (including county):

600 South Tyler, Suite 1600
Amarillo (Potter County), Texas 79101

Beneficiary: AMARILLO ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation

Beneficiary's Mailing Address (including county):

600 S. Tyler, Suite 1600
Amarillo (Potter County), Texas 79101

LIA: Location Incentives Agreement between Grantor and Beneficiary dated March 14, 2023

Terms of Payment: As provided under the LIA.

Property: As described on Exhibit A, attached.

Prior Liens: _____

Other Exceptions to Conveyance and Warranty:

This Property is subject to all easements, rights-of-way, and prescriptive rights, whether of record or visible and apparent; all presently recorded restrictions, reservations, covenant conditions, municipal zoning restrictions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners of any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines, and any encroachments or overlapping of improvements.

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For value received and to secure payment of any and all obligations of Grantor under the LIA (collectively, the ***Obligations***), Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property. If Grantor performs all the covenants and satisfies all the Obligations, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Subject to the terms and conditions of the LIA, Grantor agrees to:

1. keep the Property in good repair and condition, reasonable wear and tear excepted;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this Deed of Trust;
4. maintain an insurance policy evidenced by a certificate of insurance that:
    a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
    b. provides fire and extended coverage, including windstorm coverage;
    c. protects Beneficiary with a standard mortgage clause;
    d. provides flood insurance at any time the property is in a flood hazard area; and
    e. contains such other coverage as Beneficiary may reasonably require;
5. deliver evidence of insurance in the form of a certificate of insurance to Beneficiary and deliver renewals to Beneficiary within thirty days of renewal of the policy;
6. keep any buildings occupied as required by the insurance policy; and
7. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay in accordance with, and abide by, all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds from the LIA are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. If there shall occur any insured damage to or destruction of the Property or any part thereof, and if (i) in the judgment of Grantor's engineers the Property can be restored, within a reasonable time to an economic unit valuable adequately securing the obligation, and (ii) Beneficiary receives assurances reasonably satisfactory to Beneficiary that revenue from the Property will continue in full force and effect after restoration and Amarillo Operations can be maintained as defined and required under the LIA, then, if and so long as there is no Default hereunder, Beneficiary will make available to Grantor for such restoration, proceeds of insurance, if any, collected by Beneficiary because of the act or occurrence and not restricted by any adverse claim thereto.

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4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may, pursuant to terms and conditions of the LIA perform those obligations and be reimbursed by Grantor on demand for any sums so paid, including reasonable attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the LIA. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor fails to perform any of Grantor's obligations under the LIA or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by the LIA, then Beneficiary may:
   a. declare the amount owed by Grantor under the LIA immediately due;
   b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
   c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligations.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
   a. expenses of foreclosure;
   b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
   c. any amounts required by law to be paid before payment to Grantor; and
   d. to Grantor, any balance.

General Provisions

Subject to the terms and conditions of the LIA and any Subordination Agreement (as such term is defined in the LIA):

1. If any of the Property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser thereof. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the Property will be presumed to be true. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
3. This lien shall remain superior to liens later created even if the time of payment of all or part of Grantor's obligations under the LIA are extended or part of the Property is released.

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4. If any portion of Grantor's obligations under the LIA cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge of that portion.
5. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses reasonably incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the amounts owed under the LIA. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
6. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in Default under the LIA or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of its obligations under the LIA and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the LIA and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligations or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the LIA and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
7. Interest on the Obligations secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
8. When the context requires, singular nouns and pronouns include the plural.
9. The term "Obligations" includes all sums secured by this Deed of Trust.
10. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
11. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

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12. This Deed of Trust is executed and delivered by Grantor to the Trustee for the benefit of Beneficiary, in conjunction with the LIA, containing additional provisions concerning the Obligations, which is incorporated herein by reference and made a part hereof for all purposes.

13. This Deed of Trust shall secure all renewals and extensions of the indebtedness described above, and, in addition, all funds hereafter advanced by Beneficiary to or for the benefit of Grantor as contemplated by any covenant or provision herein contained or for any other purpose, and all other indebtedness of whatever kind or character owing or which may hereafter become owing by Grantor to Beneficiary, whether such indebtedness is evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty, or otherwise, it being contemplated that Grantor may hereafter become indebted to Beneficiary in further sum or sums.

14. Notwithstanding the provisions hereof, Grantor shall not be in default for failure to pay or discharge any tax, assessment, or mechanic's or materialman's lien asserted against the Property if, and so long as, (a) Grantor shall have notified Beneficiary of same within ten days of obtaining knowledge thereof; (b) Grantor shall diligently and in good faith contest the same by appropriate legal proceedings which shall operate to prevent the enforcement or collection of the same and the sale of the Property or any part thereof, to satisfy the same; and (c) Grantor shall promptly upon final determination thereof pay the amount of any such tax, assessment or claim so determined, together with all costs, interest and penalties which may be payable in connection therewith.

15. To the extent there exists a conflict between the terms and conditions of this Deed of Trust and the LIA, the terms and conditions of the LIA shall control.

{Signature Page Follows}

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PLANT-AS-DNPS-003-2 LLC

By: _____
Richard Dent III, Chief Operating Officer

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2023, by _____, as _____ of PLANT-AS-DNPS-003-2 LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public, STATE OF _____

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EXHIBIT A
TO DEED OF TRUST

[INSERT LEGAL DESCRIPTION BASED UPON SURVEY]

After recording return to:

Kevin Carter
Amarillo Economic Development Corporation
600 S. Tyler St., Suite 1600
Amarillo, Texas 79101

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EXHIBIT C
GUARANTY FOR THE BENEFIT OF
AMARILLO ECONOMIC DEVELOPMENT CORPORATION

Specification of Obligations Guaranteed. By written agreement entitled Location Incentives Agreement (***Agreement***) by and between **AMARILLO ECONOMIC DEVELOPMENT CORPORATION** (***Amarillo EDC***) and **PLANT-AS-DNPS-003-2 LLC** (together with any Affiliates qualified under the terms of the Agreement, ***DNPS 003***) dated March 14, 2023, such parties entered into an agreement to induce **DNPS 003** to establish Amarillo Operations[4] and to improve the Property. As inducement for **Amarillo EDC** to enter into such Agreement, the Agreement provides that the undersigned (together if more than one, jointly and severally, ***Guarantor***) will, subject to the terms and conditions set forth therein and herein, guarantee performance of the obligations of **DNPS 003** under the Agreement, which is incorporated herein by reference and made a part hereof for all purposes.

Consideration. In consideration of the mutual promises and agreements contained in the Agreement, and to induce **Amarillo EDC** to enter into the Agreement, **Guarantor** hereby undertakes this unconditional Guaranty.

Guaranty by Guarantor. For the consideration recited above, and in compliance with the requirements of, and subject to the terms and conditions contained herein and in, the Agreement, **Guarantor** does hereby guarantee to **Amarillo EDC**, its successors and assigns, as provided herein the due and punctual payment and performance of **DNPS 003's** obligations contained in the Agreement. This Guaranty will only expire when all obligations of **DNPS 003** have been performed in accordance with the Agreement. As from the expiration of this Guaranty, the **Guarantor** will have no further obligations or liability under this Guaranty, whether or not this Guaranty is returned to the **Guarantor**. Nothing herein will, however, be construed as imposing greater obligations and liabilities on **Guarantor** than are imposed on **DNPS 003** under the Agreement. Without limitation of the subordination and restrictions of **Amarillo EDC**'s rights as set forth in the Agreement and/or that will be set forth and in place in any Subordination Agreement, **Amarillo EDC** acknowledges and agrees that this Guaranty, any performance and/or payments by and/or obligations of or relating to **Guarantor** herein and/or arising hereunder, and **Amarillo EDC**'s rights herein and/or arising hereunder shall also be and remain subject and subordinate to the rights, remedies, and claims of any lender, lenders, and/or debt holders specifically with respect to any guarantees or similar obligations applicable to and/or required of **Guarantor** by any such lender, lenders, and/or debt holders in connection with construction and permanent financing of improvements to the Property, including in its multiple phases (but not including future advances not made to finance the original construction of the Facility (including in its multiple phases) or the permanent financing after construction of any of such phases), such as a construction and completion guaranty, and otherwise in connection with the subordination contemplated herein, in the Agreement, and in any Subordination Agreement.

Guaranty of Payment. This is an unconditional and continuing guaranty of payment and performance to **Amarillo EDC**, its successors and assigns, and not just a guaranty of collection.

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[4] Capitalized terms used but not defined herein have the meaning as set forth in the Agreement.

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Amarillo EDC may enforce **Guarantor's** obligations hereunder without first suing or enforcing its rights or remedies for an uncured default against **DNPS 003** or against any other guarantor and if an action for enforcement is brought directly against **Guarantor**, **Guarantor** shall be entitled to all defenses available to **Company**. Alternatively, **Amarillo EDC** may enforce the Agreement obligations against **DNPS 003**, any final judgment for which shall be covered by this Guaranty and recoverable against **Guarantor**. If **Amarillo EDC** recovers a final, unappealable judgment against **DNPS 003**, **Guarantor** will not be entitled to assert any defense to the payment of such judgment or recovery, whether or not such defense could be separately asserted by **Guarantor** as a guarantor, so long as **Guarantor** shall not have been prevented by **Amarillo EDC** from intervening in any action brought by **Amarillo EDC**. Performance by **Guarantor** under the terms of this Guaranty shall in no event excuse or alleviate performance by **DNPS 003** of any other obligation under the terms of the Agreement not so performed by **Guarantor**, provided, however, **Amarillo EDC** shall not be entitled to double recovery.

Continuation of Guaranty in Regard to Specific Events. **Guarantor** hereby consents and agrees to and acknowledges that its obligations hereunder shall not be released or discharged by the following: (a) the modification or alteration of the Agreement; (b) any forbearance or compromises granted to **DNPS 003** by **Amarillo EDC**, provided, however, any such forbearance and/or compromises shall be deemed to apply equally and to the same extent to **Guarantor**; and (c) the insolvency, bankruptcy, liquidation, dissolution, or reorganization of **DNPS 003**. Failure by **Amarillo EDC** to exercise its rights herein shall not operate as a waiver of the default or any other default thereafter. **Guarantor's** guaranty obligations will not be released, diminished, or discharged by any permitted assignment or subletting by **DNPS 003**, or by the acquisition or merger or consolidation of **DNPS 003**, or the acquisition of some or all of **DNPS 003's** assets by any person or entity.

Guarantor's Representations and Warranties. Each **Guarantor** represents and warrants the following on behalf of himself, herself, or itself:

a. **Guarantor** is a Delaware limited liability company;

b. **Guarantor** has all requisite power and authority to enter into this Guaranty and to carry out the terms and provisions of this Guaranty and **DNPS 003's** responsibilities specified in the Agreement;

c. The execution of this Guaranty is not in contravention of any law, rule or regulations or of any agreement or instrument to which it is a party or by which it may be bound;

d. No action, proceeding, or investigation is pending or threatened which in any way prevents or interferes with or adversely affects its ability to enter into and perform under this Guaranty, or its ability to meet its obligations under this Guaranty; and

e. **Guarantor** is an equity owner or affiliate of **DNPS 003** and has received or will receive direct or indirect consideration from the Agreement and the making of this Guaranty; it is familiar with the financial condition of **DNPS 003**; and **Amarillo EDC** has

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made no representations to it in order to induce it to execute this Guaranty other than as set forth in the Agreement.

Attorneys' Fees and Costs of Litigation. If **Amarillo EDC** prevails in a claim to enforce this Guaranty against **Guarantor, Guarantor** agrees to reimburse **Amarillo EDC** for all expenses reasonably incurred in the enforcement of this Guaranty, including, but not limited to, reasonable attorneys' fees and court costs.

Notification. All notifications required under and/or having to do with this Guaranty shall be made to the following:

For **Amarillo EDC**:

Amarillo Economic Development Corporation
Attn: Kevin Carter, President and CEO
600 S. Tyler, Suite 1600
Amarillo, TX 79101

For **Guarantor**:

Plant Agricultural Systems LLC
Attn: Richard Dent III, Chief Operating Officer
333 Las Olas Way CU1
Fort Lauderdale, FL 33301

Place of Performance of Guaranty. This Guaranty, performable by **Guarantor** in Amarillo, Potter County, Texas, embodies the entire agreement between the parties hereto, and supersedes all prior agreements, conditions and understandings, if any, related to the subject matter hereof. This Guaranty may be amended only by a written instrument executed by **Guarantor** and **Amarillo EDC**. The substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Guaranty. Venue for any action arising from or related to this Guaranty will be in the State District Courts in Potter County, Texas, to the exclusion of any other appropriate or permissive venue. **Guarantor** waives any claim that such forum in inappropriate or inconvenient.

EXECUTED this ____ day of _____, 2023.

Guarantor:

Plant Agricultural Systems LLC

By:_____
Richard Dent III, Chief Operating Officer

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ACCEPTED:

Amarillo Economic Development Corporation

By:_____
Kevin Carter, President and CEO

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EXHIBIT D

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

SPECIAL WARRANTY DEED

Date: _____, 2023

Grantor: Amarillo Economic Development Corporation, a Texas non-profit corporation

Grantor's Mailing Address:

600 S. Tyler, Suite 1600
Amarillo, Texas 79101

Grantee: PLANT-AS-DNPS-003-2 LLC, a Delaware limited liability company

Grantee's Mailing Address:

333 East Las Olas Way, Suite CU1
Fort Lauderdale, Florida 33301-2363

Consideration: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, together with obligations owed or that may become owed by Grantee under that certain Location Incentives Agreement dated as of March 14, 2023, executed by Grantee and Grantor (the ***LIA***). Performance by Grantee under the LIA is secured by a deed of trust lien against the Property as set forth in a deed of trust of even date from Grantee to KEVIN CARTER, TRUSTEE.

Property (including any improvements):

That certain property in Potter County, Texas, described on Exhibit A, attached and incorporated herein for all purposes.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

Those items listed on Exhibit B, attached hereto and incorporated herein by reference.

GRANTEE IS PURCHASING THE PROPERTY "**AS IS**" WITH ALL FAULTS AND DEFECTS, AND GRANTEE ACKNOWLEDGES AND AGREES THAT, GRANTOR HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF

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ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY, AND GRANTEE SHALL NOT SEEK RECOURSE AGAINST GRANTOR ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY GRANTEE WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE. GRANTEE ACKNOWLEDGES THAT GRANTEE, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS DEED ARE AN INTEGRAL PORTION OF THIS DEED AND THAT GRANTOR WOULD NOT SELL THE PROPERTY TO GRANTEE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH HEREIN.

[It is expressly understood and agreed, however, that this conveyance is made upon the condition that Grantee, subject to Excusable Delays (defined below): (i) commences construction of the first phase of the Facility within 12 months of the date hereof (which will be deemed satisfied if Grantee obtains permits and actually breaks ground prior to such date), and (ii) thereafter pursues construction of the first phase of the Facility in a commercially reasonable manner to Substantial Completion within 36 months after the date hereof. Should Grantee fail to meet either of the conditions above, title to the Property shall revert to Grantor, its successors or assigns; *provided, however*, Grantor's rights under this paragraph, including to enter and take back possession of the Property and any such reversionary rights and interest and rights and interest relating to reconveyance of the Property shall automatically terminate upon the earlier of (x) the provision of Alternate Security (as defined in the LIA) or (y) the full payment to Grantor of all amounts described in Section 2(c) of the LIA. As used herein, the term "Facility" shall mean those certain industrial buildings and related improvements as defined in the LIA and to be located on the Property conveyed hereby; and the term "Excusable Delay" shall mean any delay in obtaining the necessary permits and approvals or in the actual construction of the Facility caused by Grantor, any governmental entity, strikes, lockouts, labor disputes, casualties, terrorism, acts of God or the public enemy, governmental embargo restrictions, shortages

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of fuel, labor, supplies, transportation, or building materials, delays of transportation and/or commercial carriers, inability to obtain supplies and/or building materials on commercially reasonable terms and by commercially reasonable means, limitations relating to capacity, availability, and/or reasonable ability of any construction partners to diligently proceed with construction, action or non-action of public utilities, or adverse weather conditions. Furthermore, the first phase of the Facility shall be deemed "Substantially Complete" only upon the satisfaction of all of the following: (a) construction of the first phase of the Facility has been substantially completed (excepting only normal punch-out items) at a cost of no less than $80,000,000; (b) Grantee has unconditionally received all approvals and certifications of occupancy and operation from any governmental or other entity with jurisdiction over the Property for the operations contemplated by Grantee with respect to such first phase; (c) at least 80 Employees (as defined in the LIA) are employed by Grantee or an Affiliate (as defined in the LIA) and actually working at the Facility (as defined in the LIA); and (d) Grantee has delivered written notice certifying such facts to Grantor and providing such back-up documentation as Grantor may reasonably request. In the event of an Excusable Delay, the time required to commence or Substantially Complete construction of the first phase of the Facility shall be extended for only such period of time as may be reasonably necessary to compensate for the resulting delay.][5]

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By:_____
Kevin Carter, President and CEO

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[5] Clause to be removed in the event Alternate Security is provided prior to Closing.

STATE OF TEXAS §

COUNTY OF POTTER §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Kevin Carter, President and CEO of AMARILLO ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

ACCEPTED:

PLANT-AS-DNPS-003-2 LLC

By:_____

Printed Name: _____

Title: _____

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EXHIBIT A
TO SPECIAL WARRANTY DEED
PROPERTY DESCRIPTION

[INSERT LEGAL DESCRIPTION BASED ON SURVEY]

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EXHIBIT B
TO SPECIAL WARRANTY DEED
RESERVATIONS & EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. Taxes for the year of closing and all subsequent years, the payment of which Grantee assumes.
2. Roll-back, change-in-use, and similar taxes whether related to or assessed before or after closing.
3. [Other items listed in Schedule B of the final Commitment for Title Insurance]

AFTER RECORDING RETURN TO:
PLANT-AS-DNPS-003-2 LLC
333 East Las Olas Way, Suite CU1
Fort Lauderdale, Florida 33301-2363
Attn: Adam Litwin, General Counsel

PREPARED IN THE LAW OFFICE OF:
Underwood Law Firm, P.C.
P.O. Box 9158
Amarillo, Texas 79105

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EXHIBIT E

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.

Waiver and Release of Reversionary Interest

Date: _____

Grantor: Amarillo Economic Development Corporation, a Texas nonprofit corporation

Grantee: PLANT-AS-DNPS-003-2 LLC, a Delaware limited liability company

Grantee's Mailing Address: 333 East Las Olas Way, Suite CU1, Ft. Lauderdale, Florida 33301-2363

Consideration: Satisfaction of reversionary interest terms.

Property (including any improvements):

The Property described on the attached Exhibit "A" as set forth in that certain Special Warranty Deed dated _____ and recorded under the Clerk's File No. _____ of the Official Public Records of Potter County, Texas (the ***Deed***).

For the Consideration, Grantor hereby fully and completely waives and releases the reversionary interest held by Grantor in the Property. When the context requires, singular nouns and pronouns include the plural.

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By:_____
Kevin Carter, President and CEO

STATE OF TEXAS §

COUNTY OF POTTER §

This instrument was acknowledged before me on the ____ day of _____, 202___, by Kevin Carter, President and CEO of AMARILLO ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

_____

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EXHIBIT F
FORM OF PAYROLL AND FTE REPORT

[DNPS 003 LETTERHEAD]

I, _____[PRINTED NAME]_____, as ____[TITLE]_____ of PLANT-AS-DNPS-003-2 LLC, a Delaware limited liability company (***DNPS 003***, and along with its Affiliates, as defined in the Agreement, collectively hereinafter referred to as ***Company***), provide this report in connection with that certain Location Incentives Agreement (***Agreement***) between Company and the Amarillo Economic Development Corporation (***Amarillo EDC***) dated effective as of March 14, 2023. Capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement.

I hereby certify and confirm to the Amarillo EDC on behalf of DNPS 003 that the following are true and correct for the Performance Year (as defined in the Agreement) indicated below:

1. All funds received by DNPS 003 from Amarillo EDC under the Agreement have been used solely for the land, buildings, equipment, facilities, expenditures, targeted infrastructure, or improvements to construct, equip, and improve the Facility and DNPS 003's operations thereon.

2. The aggregate number of FTEs maintained for the indicated Performance Year totaled: _____.

3. Payroll in Amarillo Operations for the indicated Performance Year totaled: $_____.

4. The FTEs and Payroll reported herein relate solely to Employees engaged primarily at or from the Facility located at _____, Amarillo, Texas 791____. To avoid any confusion, the undersigned certifies that no FTEs or Payroll reported herein relate to persons not engaged in Amarillo Operations primarily at or from the Facility.

5. Attached hereto are true and correct copies of the back-up documents and information confirming the FTE and Payroll figures reported above, assembled in satisfaction of the reporting requirements of the Agreement.

PERFORMANCE YEAR: January 1, 20____ through December 31, 20____

_____

Printed Name: _____

Title: _____

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Amarillo City Council
Agenda Transmittal Memo

Meeting Date	March 14, 2023	**Council Pillar**	Economic Development
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter, President and CEO		

Agenda Caption

CONSIDER APPROVAL – TAX ABATEMENT AGREEMENT – BETWEEN CITY OF AMARILLO AND AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND SW 003 DISTRIBUTION LOGISTICS LLC.

Agenda Item Summary

SW 003 Distribution Logistics is looking to build a manufacturing and distribution facility on a site located east of Folsom Road and north of 24th Street.

Highlights of the project include:

- **$500 million in estimated improvements and equipment ($100 million in 1st Phase)**
- **750 new employees (100 employees projected in 1st Phase)**
- **Incentive of $5,000.00 for each job paid over 10 years as they are created**
- **Incentive of 400 acres conveyed**

AEDC is asking the City Council to approve the tax abatement agreement. AEDC is recommending 100% abatement in year one (1) reducing 10% each year over the next ten (10) years based on the above capital expenditure, job creation and the Comprehensive Guidelines and Criteria for Economic Development Incentives adopted by the City Council.

Requested Action

Approval of the Tax Abatement Agreement as presented.

Funding Summary

n/a

Staff Recommendation

AEDC staff is recommending approval of the Tax Abatement Agreement.

TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF AMARILLO, AMARILLO ECONOMIC DEVELOPMENT CORPORATION, AND SW 003 DISTRIBUTION LOGISTICS LLC

STATE OF TEXAS §
§
COUNTY OF POTTER §

This Tax Abatement Agreement ("***Agreement***"), is entered into as of this 14th day of March, 2023 ("***Effective Date***"), by and between the City of Amarillo, Texas ("***City***"), a home rule city and municipal corporation located in Potter and Randall Counties, Texas, duly acting herein by and through its City Manager or other designated representative, Amarillo Economic Development Corporation, a Texas nonprofit corporation ("***Amarillo EDC***"), and SW 003 Distribution Logistics LLC, a Delaware limited liability company ("***Recipient***").

WITNESSETH:

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

WHEREAS, on the 24th day of August, 2021, the City Council readopted the Policy Statement by the passage of Resolution No. 08-24-21-1; and

WHEREAS, the City's current Policy Statement entitled:

RESOLUTION ADOPTING GUIDELINES
AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES
FOR THE
CITY OF AMARILLO

Is attached as Exhibit A hereto; and

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

WHEREAS, entering into this Agreement will produce public benefits:

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

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

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

WHEREAS, on the 14th day of March, 2023, the City Council adopted Ordinance No. _____ establishing City of Amarillo Reinvestment Zone No. 22 ("***Zone***") for commercial/industrial tax abatement, as authorized by Tax Code Chapter 312; and

WHEREAS, Amarillo EDC currently holds title to the Premises, but Recipient is to acquire title to the Premises under a written Location Incentives Agreement with Amarillo EDC (the "***LIA***"); and

WHEREAS, the contemplated uses of the Premises (a manufacturing facility and distribution facility, whether in one or more structures), the contemplated improvements to the Premises as set forth in this Agreement, the contemplated equipment, and other business personal property, and the other terms of this Agreement will encourage development of the Zone, are in

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accordance with the purposes for its creation, and are in compliance with the Policy Statement, the Ordinance, and all applicable laws; and

WHEREAS, Recipient's use of the Premises is expected to favorably influence the economic and employment base of the City, to wit: within 36 months of the commencement of construction of the facility to be located on the Premises to provide at least 100 new full time jobs; and

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

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

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

NOW, THEREFORE, the City for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of major investment to the Zone and business activity which contributes to the overall economic development of the City and enhancement of the tax base in the City; the City, Amarillo EDC, and Recipient for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by each, which consideration includes the tax abatement set forth below, as authorized by Tax Code Chapter 312, Subchapter B, do hereby contract and agree as follows:

1. Definitions

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

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

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

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

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

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

3) "Qualified Facilities" shall mean the buildings and other improvements constructed by or for the benefit of Recipient for design, assembly, manufacturing, storage, training, repair, distribution or other purposes in the Zone, expected to cost no less than $250,000,000.

4) "Qualified Personal Property" shall mean the machinery, equipment, furniture, fixtures, and other tangible personal property that are eligible for tax abatement under Tax Code Chapter 312, consisting of furniture, fixtures, and equipment sufficient to carry on Recipient's manufacturing and distribution activities, and that:

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

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b) is located in the Zone; and

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

5) "Premises" shall mean the parcel of land owned by Amarillo EDC and to be conveyed to Recipient under the LIA in Amarillo, Potter County, Texas, as described on Exhibit B, which is attached hereto and incorporated by reference, and is located within the Zone (or that entirely constitutes the Zone).

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

2. General Provisions

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

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

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

4) The Premises are presently owned by Amarillo EDC and are to be conveyed to Recipient under the LIA; provided, however, all parties hereto agree that this Agreement does not create, and shall not be construed to create, an independent obligation of Amarillo EDC to convey any portion of the Premises to Recipient. The Premises are located solely within City limits and within the Zone.

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

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

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

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

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

10) During the period of tax abatement herein authorized, Recipients shall be subject to taxation on all real and personal property not abated or otherwise exempted.

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

a) Recipient; or

b) A third party when

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

ii) Recipient renders said property for taxation.

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

3. Term and Abatement Period

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

4. Construction May Occur in Phases

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

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

The deadline for designating a Phase under Section 4 of this Agreement coincides with the expiration of the Zone, being the fifth (5^{th}) anniversary of the establishment of the Zone, unless renewed or extended to a later date by the City.

5. Rate of Abatement

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

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

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

Year of Abatement	Rate of Abatement on Incremental Increase
1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	10%

6. Records and Audits

1) At all times throughout the term of this Agreement and upon at least 24 hours prior notice to Recipient, the City and the Potter County Appraisal District shall have reasonable access to the Premises by their employees or agents, accompanied by Recipient personnel, for the purpose of inspecting the Premises to ensure the

Qualified Facilities and Qualified Personal Property are maintained in accordance with the conditions of this Agreement and shall have access to the books and records of Recipient for purposes of determining compliance with state law and this Agreement.

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

7. Performance Requirement

Recipient shall not be entitled to any Eligible Property Value tax abatement under this Agreement for any tax year during which Recipient is in default of this Agreement following the expiration of the applicable cure period set forth in, or authorized pursuant to, Section 8 of this Agreement.

8. Breach and Default

In the event that Recipient:

1) fails to make the improvements or repairs;

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

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

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

then Recipient shall be in default of this Agreement.

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

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

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

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9. Sale, Assignment, or Conveyance of Premises; Termination

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

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

3) This Agreement shall terminate in the event that Recipient has not obtained title to the Premises from Amarillo EDC pursuant to the terms and conditions of the LIA.

10. Indemnity

It is understood and agreed among the parties that Recipient, in performing its obligations hereunder, is acting independently of City and Amarillo EDC. City and Amarillo EDC assume no responsibilities or liabilities in connection therewith to Recipient or third parties, and City agrees that Amarillo EDC has no responsibility or liability under this Agreement with respect to the obligations of Recipient. Recipient agrees to indemnify and hold City and Amarillo EDC and their agents, employees, and officers harmless from penalties, fines, damages of every kind, attorney fees, costs, and interest that arise out of or relate to Recipient's acts or omissions relating to the Premises, Qualified Facilities, Qualified Personal Property, or the performance or benefits of this Agreement provided, however, such indemnity shall not extend to matters outside the scope of this Agreement.

11. Notice

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

For Recipient:
SW 003 Distribution Logistics LLC
16192 Coastal Hwy
Lewes, DE 19958
Attention: President

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

12. City Authorization

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

13. Recipient and Amarillo EDC Authorization

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

14. Severability

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

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15. Estoppel Certificate

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

16. Recipient Standing

Recipient shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same and Recipient shall be entitled to intervene in said litigation.

17. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Potter County, Texas. This Agreement is performable in Potter County, Texas.

18. Recordation of Agreement

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

19. Entire Agreement

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

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

{Signature Pages Follow}

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Executed to be effective as of the Effective Date.

CITY OF AMARILLO, TEXAS

By: _____
Jared Miller, City Manager

Attest:

_____
Stephanie Coggins, City Secretary

Approved as to form:

_____
Bryan S. McWilliams, City Attorney

City's Acknowledgment

STATE OF TEXAS §
§
COUNTY OF POTTER §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public, State of Texas

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SW 003 DISTRIBUTION LOGISTICS LLC

By: _____

Printed Name: _____

Title: _____

Recipient Acknowledgment

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared _____, as _____ of SW 003 Distribution Logistics LLC, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SW 003 Distribution Logistics LLC, that he/she was duly authorized to perform the same by appropriate resolution of such corporation, and that he/she executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public, State of _____

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AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Kevin Carter, President and CEO

Amarillo EDC Acknowledgment

STATE OF TEXAS §
§
COUNTY OF POTTER §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Kevin Carter, as President and CEO of Amarillo Economic Development Corporation, a Texas nonprofit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Amarillo Economic Development Corporation, that he was duly authorized to perform the same by appropriate resolution of such corporation, and that he executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public, State of Texas

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EXHIBIT A
POLICY STATEMENT

08/17/2021 _____

RESOLUTION NO. 08-24-21-1

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS CITY COUNCIL: ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES FOR THE CITY OF AMARILLO; PROVIDE A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo desires to participate in tax abatements from time to time as the City Council may find appropriate, in accordance with the criteria and guidelines herein adopted;

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

SECTION 1. That for tax abatements in reinvestment zones adopted by the City of Amarillo, the fundamental purpose is to stimulate growth and create jobs, and the following guidelines and general criteria will apply:

A. Tax abatements may be provided for both new facilities and structures and for the expansion or modernization of existing facilities and structures. Each project proposed for tax abatement shall be considered individually on its own merits, benefit to the public, and in context of any other economic incentives for the project or existing in the reinvestment zone.

B. The developer, property owner, project owner, or other recipient of a tax abatement must annually certify in writing to the governing body of each participating taxing unit that the developer, owner or recipient is in compliance with each applicable term of the agreement.

C. Only the taxable value of improvements to real property or tangible personal property that is brought to the real property after the execution of a tax abatement agreement will qualify for tax abatement.

D. A tax abatement agreement must ensure that the periods of abatement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs created.

E. Expansion or modernization of existing facilities qualifies for tax abatement if the expansion meets the qualifications for capital expenditures and retention of or creation of new jobs nets new jobs. The number of jobs created must be new jobs and not replacement of jobs which were in the payroll within the year immediately prior to application for tax abatement. A tax abatement shall not be granted if the facility has been the subject of or included in a prior tax abatement agreement.

F. If a new facility is constructed to replace an existing facility, and the existing facility is abandoned by the developer, property owner, project owner, or other recipient of a tax abatement, only the difference in taxable value of the new facility over the existing facility will qualify for tax abatement.

G. An agreement will be executed by the developer, property owner, project owner, or other recipient of a tax abatement which incorporates the terms of this resolution and includes any other site and development specific terms which might be found applicable at the time.

H. The tax abatement agreement will require, among other things, that the City of Amarillo will have the right of access to the site and books and records of the applicant for tax abatement to determine compliance with statutory requirements and the agreement. Failure to fulfill any of the requirements of the agreement will result in cancellation of the agreement and retroactive loss of tax abatement.

SECTION 2. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. This Resolution is immediately effective upon passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this the 24 day of August, 2021.

THE CITY OF AMARILLO

Ginger Nelson, Mayor, City of Amarillo

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

EXHIBIT B

Property Description

LEGAL DESCRIPTION for a 400.00 acre tract of land out of Section 62, Block 2, A. B. & M. Survey, Potter County, Texas, and more particularly described as follows:

BEGINNING at the intersection of the north section line of said Section 62 and the east right-of-way line of Folsom Road which bears S. 89° 56′ 54″ E. a distance of 30.00 feet from the northwest corner of said Section 62 for the northwest corner of this tract.

THENCE S. 89° 56′ 31″ E. a distance of 3665.28 feet to the northeast corner of this tract.

THENCE S. 00° 03′ 29″ W. a distance of 3977.05 feet to the most easterly southeast corner of this tract.

THENCE N. 89° 54′ 54″ W. a distance of 114.38 feet to a corner of this tract.

THENCE S. 00° 18′ 01″ W. a distance of 109.66 feet to a corner of this tract.

THENCE N. 84° 39′ 47″ W. a distance of 143.19 feet to a corner of this tract.

THENCE S. 51° 27′ 30″ W. a distance of 219.83 feet to a corner of this tract.

THENCE S. 15° 40′ 31″ E. a distance of 113.24 feet to a corner of this tract.

THENCE S. 26° 13′ 18″ W. a distance of 161.95 feet to a corner of this tract.

THENCE S. 46° 31′ 13″ E. a distance of 116.96 feet to a corner of this tract.

THENCE S 12° 32′ 07″ W. a distance of 322.68 feet to a corner of this tract.

THENCE S. 34° 05′ 49″ W. a distance of 165.07 feet to a corner of this tract.

THENCE S. 79° 37′ 23″ W. a distance of 295.84 feet to a corner of this tract.

THENCE S. 22° 46′ 41″ W. a distance of 220.28 feet to the most southerly southeast corner of this tract.

THENCE N. 89° 48′ 54″ W. a distance of 2065.13 feet to the most southerly southwest corner of this tract.

THENCE N. 00° 38′ 24″ E. a distance of 19.95 feet to the beginning of a curve to the right for a corner of this tract.

THENCE in a northeasterly direction along said curve with a radius equal to 50.00 feet, with long chord bearing of N. 18° 29′ 05″ E. and a long chord distance of 95.29 feet, a curve length of 126.27 feet to the end of said curve for a corner of this tract.

THENCE N. 00° 04′ 25″ E. a distance of 1599.96 feet to a corner of this tract.

THENCE N. 89° 51′ 12″ W. a distance of 708.99 feet to said east right-of-way line of said Folsom Road for the most westerly southwest corner of this tract.

THENCE N. 00° 04′ 37″ E. a distance of 3538.01 feet to the place of BEGINNING and containing 400.00 acres (17,423,969 square feet) of land.

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