

AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, JUNE 22, 2021 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

INVOCATION: Pastor Tyler Taber, Redeemer Presbyterian Church

PROCLAMATION: OBSERVANCE OF JUNETEENTH

PUBLIC ADDRESS

(For items on the agenda for City Council consideration)

The public will be permitted to offer public comment on agenda items. Public Address signup times are available from Sunday 8:00 a.m. until Tuesday 12:45 p.m. at <https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-registration-form> or by calling the City Secretary's office at (806) 378-3014.

AGENDA

1. City Council will discuss or receive reports on the following current matters or projects:

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

2. CONSENT ITEMS

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

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

A. CONSIDER APPROVAL – MINUTES

Approval of the City Council minutes for the regular meeting held on June 8, 2021.

B. CONSIDER APPROVAL – MINUTES

Approval of the City Council minutes for the special meeting held on June 15, 2021 and June 16, 2021

C. CONSIDERATION OF ORDINANCE NO. 7917

(Contact: Brady Kendrick, Planner II, Planning and Development Services.)

This is the second and final reading of an ordinance that rezones the most Northwestern 60 ft. by 125 ft. portion of Lot 2A, Block 25, A.B.&M. Survey, Potter County, Texas, plus one half of all bounding streets, alleys and public ways to change from General Retail District to Light Commercial District in the vicinity of S.W. 26th Avenue and Patterson Drive.

D. CONSIDERATION OF ORDINANCE NO. 7918

(Contact: Brady Kendrick, Planner II, Planning and Development Services)

This is the second and final reading of an ordinance that rezones a 2.912 acre portion of Lot 9, South Lawn Addition, Unit No. 36, in Section 184, Block 2, A.B.&M. Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 1 with Specific Use Permit 198 for an institution of Religious, Charitable, or Philanthropic Nature in the vicinity of Darrell Avenue and Austin Street.

E. CONSIDERATION OF A SOUTHWESTERN PUBLIC SERVICE COMPANY ELECTRICAL UTILITY EASEMENT

(Contract: Brady Kendrick – Planner II, Planning and Development Services)

This easement is a 0.121 acre tract of land in Section 141, Block 2, A.B.&M. Survey, Randall County, Texas.

F. CONSIDER AWARD - AGREEMENT FOR AUDIT SERVICES

(Contact: Laura Storrs, Assistant City Manager)

Award: CMMS CPAs & Advisors, PLLC - \$170,000

This agreement for audit services is for a one year agreement.

G. CONSIDER APPROVAL OF CHANGE ORDER #1 TO THE IHC SCOTT, INC., CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF THE TAXIWAY P4 AND J RECONSTRUCTION PROJECT AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT

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

Change order amount: \$103,507.03

H. CONSIDER AWARD – CONSTRUCTION AND MODIFICATION OF THE TRANSFER STATION CATWALK

(Contact: Jerry Danforth, Facilities Director)

Award: Panhandle Steel Buildings, Inc. - \$104,826.00

The existing catwalk at the Transfer Station located at 800 S.E. 23rd has deteriorated in some areas creating a safety hazard that must be resolved.

I. CONSIDER AWARD OF PROJECT MANAGEMENT SOFTWARE ANNUAL SUBSCRIPTION

(Contact: Kyle Schniederjan, Director of Capital Project/Development Engineering)

Award: E-Builder -\$87,604.30

This item awards the purchase of E-Builder Project Management Software annual subscription renewal for June 1, 2021 thru May 31, 2022.

J. CONSIDER APPROVAL – CONTRACT AGREEMENT BETWEEN THE CITY OF AMARILLO AND AREA AGENCY ON AGING OF THE PANHANDLE

(Contact: Marita Wellage-Reiley, Transit Director)

Consideration of a contract agreement between the City of Amarillo and Panhandle Regional Planning Commission (PRPC), Area Agency on Aging of the Panhandle (AAA) to provide Amarillo City Transit (ACT)- connect service to AAA clients. This agreement will provide reimbursement for 300 trips per month (estimated \$6,000 revenue monthly).

K. CONSIDER APPROVAL – CONTRACT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF AMARILLO AND PANHANDLE INDEPENDENT LIVING CENTER

(Contact: Marita Wellage-Reilley, Transit Director)

This item is the consideration of a Contract for Transportation Services between the City of Amarillo and Panhandle Independent Living Center (PILC) to provide Amarillo City Transit (ACT)-Connect service to PILC clients. This agreement will provide reimbursement for 100 trips per month (estimated \$2,000 revenue monthly).

L. CONSIDER – AMENDMENT NO. 7 PROFESSIONAL SERVICES AGREEMENT WITH RIMKUS CONSULTING GROUP, INC.

(Contact: Floyd Hartman, Assistant City Manager)

Additional services for Emergency Hillside Vitrified Clay Pipe Sewer Main - \$50,000.00

This item is to consider approval of the amendment to the professional services agreement, which includes additional services in the scope of work to conduct a risk assessment and provide the written report.

M. CONSIDER AWARD OF PROPERTY INSURANCE

(Contact: Wesley Hall, Director of Risk Management)

Award: USI Southwest - \$2,081,994.03

This insurance policy that covers damage occurring to city buildings and/or the contents of those buildings.

N. CONSIDER AWARD PROPERTY POLICE PROFESSIONAL LIABILITY INSURANCE

(Contact: Wesley Hall, Director of Risk Management)

Award: USI Southwest - \$151,327.00

This insurance policy provides liability coverage for police officers and the police department with acts, errors, and omissions while performing their professional duties.

O. CONSIDER SALE OF CITY OWNED PROPERTY – FORMER FIRE STATION NO. 9

(Contact: Chris Ray, Resource Administrator)

Sale price - \$401,000.00 minus closing costs

This item authorizes the City manager to execute a contract and other necessary documents for the sale of former Fire Station No. 9 located at 3445 S. Western.

3. NON-CONSENT ITEM:

A. CONSIDER RESOLUTION – AUTHORIZING REFUNDING OF CANADIAN RIVER MUNICIPAL WATER AUTHORITY SUBORDINATE LIEN CONTRACT REVENUE REFUNDING BONDS, SERIES 2012

(Contact: Laura Storrs, Assistant City Manager)

This resolution authorizes the Canadian River Municipal Water Authority to issue refunding bonds to refund all or a part of the outstanding Canadian River Municipal Water Authority Subordinate Lien contract Revenue Refunding Bonds, Series 2012 (Conjunctive Use Groundwater Supply Project) (the "Series 2012 Bonds")

B. CONSIDER ENTERING INTO A PRE-DEVELOPMENT SERVICES AGREEMENT WITH GARFIELD PUBLIC/PRIVATE LCC FOR PROFESSIONAL SERVICES RELATED TO THE AMARILLO CIVIC CENTER COMPLEX

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

This item authorizes the City Manager to execute a contract and other necessary documents for a pre-development services agreement with Garfield

Public/Private LLC. The predevelopment period costs are not to exceed \$494,200.00.

C. CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

(Contact: LeAnn Gallman, Interim City Secretary)

This agenda item would fill critical vacancies on Boards and Commissions

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 South Buchanan Street) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 21st day of May 2021.

Regular meetings of the Amarillo City Council stream live on Cable Channel 10 and are available online at:

<http://amarillo.gov/city-hall/city-government/view-city-council-meetings>

Archived meetings are also available.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 8th of June, 2021, the Amarillo City Council met at 1:00 p.m. for a regular session meeting held in the Council Chambers located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

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

The Invocation was given by Mr. Kevin Nelson.

PROCLAMATION AND KEYS TO THE CITY PRESENTATION

Dr. Scott Milton, Texas Tech University Health Science Center

Dr. Todd Bell, Texas Tech University Health Science Center

Dr. Michael Lamanteer, BSA Healthcare System

Dr. Brian Weis, Northwest Texas Healthcare System

Dr. Rodney Gonzalez, Amarillo VA Hospital System

PUBLIC ADDRESS:

1. James Schenck, 6216 Gainsborough Road, Amarillo, TX 79106 spoke on Items 1C, 1D, & 3C.
2. Tom Scherlen, 3512 Meadow, Amarillo, TX 79109 spoke on Item 3C.
3. Cheston Furrow 1611 N Roosevelt, Amarillo, TX 79107 spoke on Item 1E and 4A.
4. Michael Ford, Amarillo, TX spoke on Item 1B and 3C.
5. Allen Finegold, 2601 N Grand, #158, Amarillo, TX 79107 spoke on item 3B.
6. Alan Abraham spoke on Item 1G.

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

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

- A. Review agenda items for regular meeting and attachments;
- B. Coronavirus update;
- C. Receive Civic Center P3 Committee update and recommended next steps;
- D. Discuss potential revenue sources for Amarillo Civic Center Complex.

Item 3 NON-CONSENT ITEM:

- C. Mayor Nelson presented a Resolution authorizing publication of Notice of Intention to issue Certificates of Obligation.

Motion was made by Mayor Pro Tem Powell to approve Resolution No. 06-08-2021-1, second by Councilmember Sauer.

RESOLUTION NO. 06-08-21-1

A RESOLUTION OF THE AMARILLO CITY COUNCIL, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

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

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

- E. Receive Thompson Park Pool update;
- F. Receive Quarterly Budget update and Sales Tax update;
- G. Receive update on North Heights Rezoning Initiative;
- H. Reports on Boards and Commissions that City Councilmembers serve on;
 - 1. Amarillo Animal Management and Welfare Advisory Board
 - 2. Beautification and Public Arts Advisory Board
- I. Discuss Board and Commission mid year appointments;
- J. Request future agenda items and reports from City Manager.

ITEM 2: CONSENT ITEMS

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

A. CONSIDER APPROVAL – MINUTES

Approval of the City Council minutes for the regular meeting held on May 25, 2021.

B. CONSIDER APPROVAL OF TXDOT AGREEMENT FOR HIGHWAY IMPROVEMENT, SUPPLEMENTAL AND ADDITIONAL MOWINGS OF RIGHT-OF-WAY ON IH-40 AND IH-27 WITHIN THE CITY LIMITS OF THE CITY OF AMARILLO.

(Contact: Michael Kashuba, Director of Parks and Recreation)

Total Supplemental right-of-way-mowing costs - \$82,435.62

This item provides for TxDOT to perform additional mowing of Interstate Highway right-of-way within the City limits in addition to the mowing scheduled as part of TxDOT annual operations. The City will be responsible for \$25,428.00 per additional mowing cycle that is requested by the City and performed by TxDOT.

C. CONSIDER PROFESSIONAL SERVICES AGREEMENT FOR EMERGENCY HILLSIDE SEWER REMEDIATION.

(Contact: Floyd Hartman, Assistant City Manager)

Award: Jacobs Engineering Group, Inc., \$1,137,144.00

This item is to consider approval of the professional services agreement, which includes services in the scope of work to provide: 1) design phase services, 2) bid phase service, and 3) construction phase services.

D. CONSIDER AWARD OF BID GATE/TAPPING VALVES SUPPLY AGREEMENT.

(Contact: Trent Davis, Purchasing Agent)

Award: J & S Valves, \$54,397.00

This item is to consider award of bid for the Gate/Tapping Valves Supply Agreement.

E. **CONSIDER AWARD OF BID FOR THE REMODEL OF WIC NUTRITION CLINIC AT NORTH BRANCH LIBRARY LOCATED AT 1500 S.E. 24TH AVENUE.**

(Contact: Jerry Danforth, Facilities Director)

Award: Tri State General Contractors Group, Inc., \$237,331.44

This item is to award the construction contract to Tri State General Contractors Group, Inc. for the remodel of the WIC Nutrition Clinic located at 1500 S.E. 24th Avenue. This project is state funded.

F. **CONSIDER AWARD OF BID FOR THE REMODEL OF WIC NUTRITION CLINIC LOCATED AT 411 S. AUSTIN STREET.**

(Contact: Jerry Danforth, Facilities Director)

Award: Tri State General Contractors Group, Inc., \$141,316.29

This item is to award the construction contract to Tri State General Contractors Group, Inc. for the remodel of the WIC Nutrition Clinic located at 411 S. Austin Street. This project is state funded.

G. **CONSIDER AWARD OF SAFETY FOOTWEAR PROGRAM.**

(Contact: Wesley Hall, Director of Risk Management)

Award: Underfoot, Inc. dba the Work Boot, \$80,625.00

This contract allows the City to provide appropriate footwear to field employees thereby reducing the risk of foot and ankle injuries.

H. **CONSIDER AWARD OF BID FOR THE PURCHASE OF SIDELOADERS, FRONTLOADERS, KNUCKLEBOOMS, REARLOADER, REFUSE TRANSPORTS AND REFUSE TRAILERS**

(Contact: Glenn Lavender, Fleet Services Superintendent)

Award: Roberts Truck Center, \$2,630,439.00

This item awards the bid for scheduled replacements and additions of multiple vehicles to be used by Solid Waste Collection and Solid Waste Disposal.

I. **CONSIDER RESOLUTION APPROVING A CHANGE IN ATMOS ENERGY CORPORATION, WEST TEXAS DIVISION'S (ATMOS) RATES AS A RESULT OF THE REDUCTION IN THE FEDERAL INCOME TAX RATE FROM 35% TO 21%; PROVIDING AN EFFECTIVE DATE.**

(Contact: Laura Storrs, Assistant City Manager)

The effect of the reduction in the federal tax rate is to reduce the value of the deferred taxes used to reduce rate base in the recent Amarillo, Lubbock, Dalhart and Channing (ALDC) Settlement Agreement with Atmos Energy.

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

3. **NON-CONSENT ITEM:**

A. Mayor Nelson presented a Resolution in support of the Texas Heartbeat Act (S.B. 8).

Motion was made by Mayor Pro Tem Powell to adopt Resolution 06-08-21-2, seconded by Councilmember Stanley.

RESOLUTION NO. 06-08-21-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO IN SUPPROT OF THE TEXAS HEARTBEAT ACT (S.B. 8) AND PROVIDING FOR AN EFFECTIVE DATE. VENUE AND PATTERSON DRIVE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

- B. Mayor Nelson presented a Resolution authorizing General Prevailing Rate of Per Diem Wages.
Motion was made by Mayor Pro Tem Powell to adopt Resolution No. 06-08-21-3, seconded by Councilmember Sauer.

RESOLUTION NO. 06-08-21-3

A RESOLUTION OF THE CITY OF AMARILLO CITY COUNCIL TO DETERMINE THE GENERAL PREVAILING RATE OF PER DIEM WAGES IN THIS LOCALITY IN ACCORDANCE WITH CHAPTER 2258 OF THE TEXAS GOVERNMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING AN EFFECTIVE DATE.

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

4. **EXECUTIVE SESSION**

Mr. McKamie advised at 6.03 p.m. the City Council would convene in Executive Session per Texas Government Code

- A. Sec. 551.072 – Discuss the purchase, exchange, lease, sell, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position.
Property located in the NE Quadrant of the City
- B. Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:
- Project # 20-05-01 (Manufacturing)
 - Project # 21-01-02 (Healthcare)
 - Project # 21-01-03 (Technical Services)
 - Project # 21-02-01 (Research & Development Facility)

Mr. McKamie announced that the Executive Session was adjourned at 7:10 p.m. and recessed the Regular Meeting.

ATTEST:

LeAnn Gallman,
Interim City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 15TH and 16th of June, 2021, the Amarillo City Council met at 9:00 a.m. for a special session meeting held in the Education Room of the Globe News Center at 500 South Buchanan Street, with the following members present:

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

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

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

Councilmember Sauer gave the invocation on June 15th; Mayor Pro Tem Powell gave a devotional on June 16th.

Mayor Nelson welcomed those in attendance and introduced Strategic Government Resources representatives Ron Holifield and Mike Mowery.

1. CITY COUNCIL TEAMBUILDING & STRATEGIC PLANNING WORKSHOP

A workshop for the City Council and senior city staff members was held to discuss and develop team building, strategic direction and plans for the City. Broad topics, including public safety, infrastructure, development, parks and recreation, water resources, finance, council policies and procedures, and other matters related to the desired direction and plans for the City, as well as general issues and matters related to the current and future needs and expectations for the City were discussed. Team members of Strategic Government Resources facilitated the workshop.

No final decisions were made, and no votes occurred.

ATTEST:

LeAnn Gallman,
Interim City Secretary

Ginger Nelson, Mayor

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 22, 2021	Council Priority	Consent Agenda
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Department	Planning and Development Services Brady Kendrick – Planner II
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Agenda Caption

Second reading of an ordinance rezoning the most northwestern 60ft by 125ft portion of Lot 2A, Block 25, Lawrence Park Addition Unit No. 114, in Section 227, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from General Retail District to Light Commercial District.

Applicant/s: William and Barbara Frank for 26th Street Venture LLC
Vicinity: S.W. 26th Ave. and Patterson Dr.

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of General Retail District (GR) to the west and Light Commercial District (LC) in all other directions.

Adjacent land uses consist of a Laundromat to the west, an office park to the north, a retail store to the east, and an apartment complex to the south.

Proposal

The applicant is requesting a change in zoning to the 60ft by 125ft portion of Lot 2A located on the northwest corner in order to develop the entire lot with the an automotive repair shop.

Analysis

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

The Future Land Use and Character Map identifies the applicant's tract as being General Commercial in nature. The General Commercial category calls for a wide range of commercial retail and service uses, at varying scales and intensities depending on the site. An automotive repair shop conforms to the Future Land Use Map in that this type of development is a use within the recommended development types.

Regarding the Neighborhood Unit Concept of Development, this concept calls for more intensive uses such as 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.

Although the applicant's tract does not lie at or near a major section line arterial, it is in a long established commercial area that has not been zoned or developed in strict accordance with the Neighborhood Unit Concept. It must also be noted that the automotive repair use will be constructed on the portion of the applicant's lot currently zoned Light Commercial, in order to utilize the entirety of the lot for parking related to such a use, rezoning of the now being considered 60ft by 125ft portion of the lot to is needed whereas General Retail does not allow for automotive repair or use of land such a uses.

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

Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has not received any comments regarding the request.

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

ORDINANCE NO. _____

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 SOUTHWEST TWENTY-SIXTH AVENUE AND PATTERSON DRIVE, 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 the most northwestern 60ft by 125ft portion of Lot 2A, Block 25, Lawrence Park Addition Unit No. 14, in Section 227, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from General Retail District to Light Commercial District.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 25th day of May, 2021 and **PASSED** on Second and Final Reading on this the 22nd day of June, 2021.

Ginger Nelson, Mayor

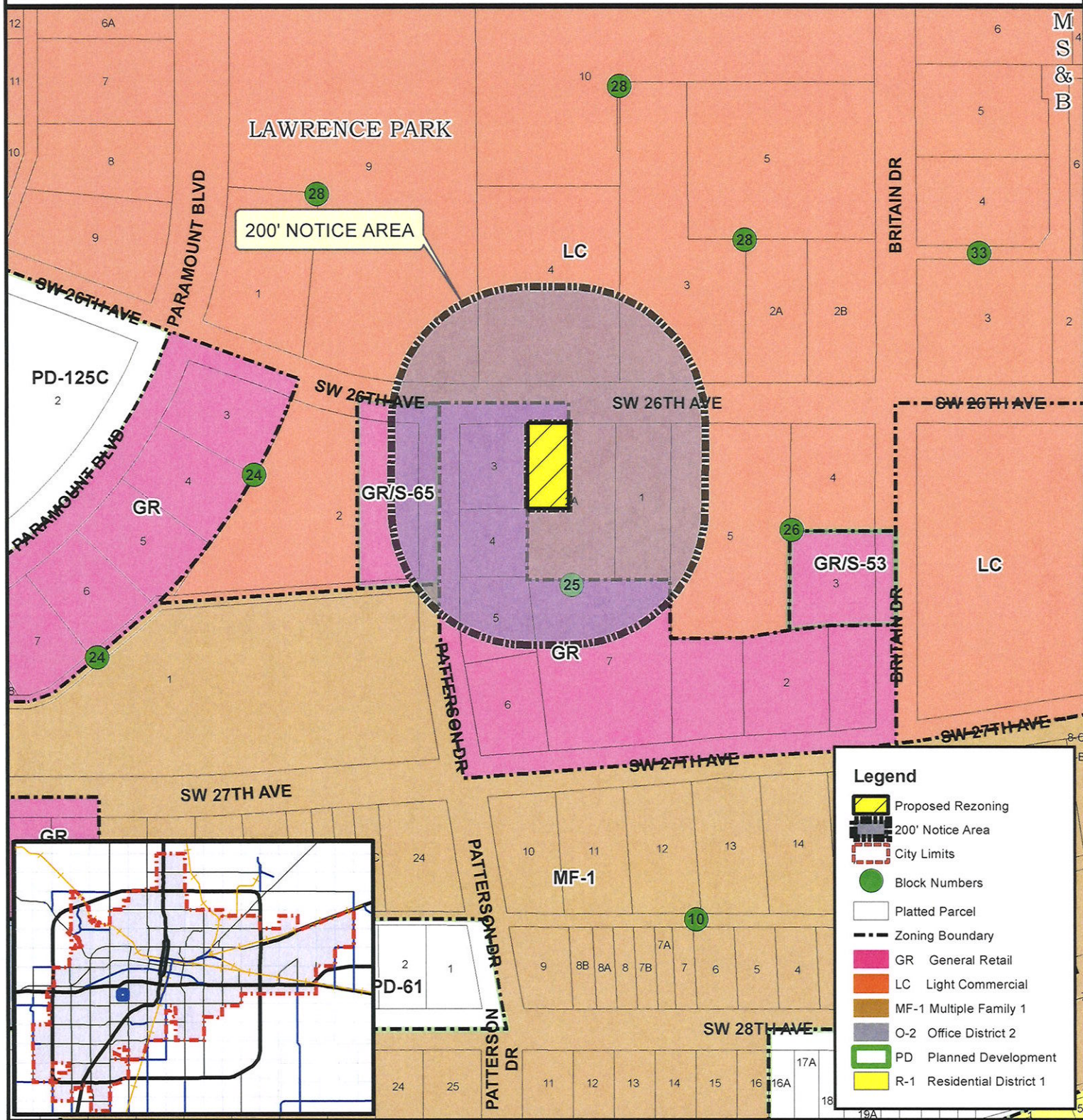
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM GR TO LC



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 4/14/2021
Case No: Z-21-04



Rezoning of Lot 2A, Block 25, Lawrence Park Addition Unit No. 14, in Section 227, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from General Retail to Light Commercial.

Owner: William and Barbara Frank for 26th St. Ventures LLC

Vicinity: SW 26 th Ave & Patterson St

AP: L-13

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



Meeting Date	June 22, 2021	Council Priority	Consent Agenda
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Department	Planning and Development Services Brady Kendrick – Planner II
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Agenda Caption

Second reading of an ordinance rezoning a 2.912 acre portion of Lot 9, Block 109, South Lawn Addition Unit No. 36, in Section 184, Block 2, A.B.&M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with Specific Use Permit 198 for an Institution of Religious, Charitable, or Philanthropic Nature.
Applicant/s: Liz Alaniz for Wesley Community Center
Vicinity: Darrell Ave. and Austin St.

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consist of Residential District 1 to the north, west, and east and Residential Districts 1 and 2 to the south.

Adjacent land uses consist of single-family detached homes in all directions.

Analysis

The applicant is requesting a Specific Use Permit in order to open a second location of the Amarillo Wesley Community Center. The proposed use primarily operates as a child care and adult day care facility with other services being offered as well. The existing building, recently acquired by the applicant, was previously used as a church and was constructed in 1962.

A church is an allowed use in the current zoning (Residential District 1) while the proposed use (Institution of Religious, Charitable, or Philanthropic Nature) is not. That said, because the proposed use is similar to an institutional use/church, the ability to request a Specific Use Permit is permitted and is the reason for this request. A use that is allowed to be considered via a Specific Use Permit is one that shares characteristics with uses that are allowed in that zoning district, but are ones that additional consideration must be given to prior to approval in order to ensure that proper development standards are in place that project the character and nature of the neighborhood.

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

The Future Land Use and Character Map identify the applicant's tract and the surrounding area as being in the General Residential category. General Residential calls for detached residential dwellings being the primary focus with public/institutional uses also being recommended to develop.

The previous use of this property, institutional/church, would be such a use and as such, conforms to the Future Land Use and Charter Map recommended inclusion of institutional land uses. Although the proposed use is not defined as a church, it does, in the Planning and Zoning Commission's opinion have many similar characteristics that are typical of a church. Such characteristics include services (childcare, after school programs/activities, and senior citizen programs) and are often welcomed and valued by area residents.

The applicant is not proposing any changes to the site or exterior of the building but will be remodeling the interior of the building. Below are core development standards that are being proposed:

- A 6 foot tall solid wood screening fence is required along the south property line to screen the homes to the south from this property.
- The allowed land uses are limited to those allowed in Residential District 1 and the use allowed by this Specific Use Permit (if approved). Any other use than just mentioned would require a zoning change.
- Sign standards shall comply with the City Sign Ordinance for the Residential District 1 zoning district. No signs shall be allowed that having any flashing, pulsating, or rotating lighting source or reflector. In addition, no portable signs will be allowed.
- Days and Hours of operation are listed as 7am to 12am, Monday through Friday. Per the applicants, the only activity that would be occurring after 9pm on the site would be childcare for evening shift workers.
- Childcare provided will be for children ages 6 weeks to 12 years old and would be up to 100 students. The number of employees would be up to 20.

In addition, the site plan was evaluated by all applicable City Departments and meets typical development standards for parking, Fire Code requirements, and Environmental Health.

The Planning and Zoning Commission believes that the standards listed above, which are incorporated into the Specific Use Permit site plan provide adequate development standards that minimize impacts to the neighborhood.

It is worth noting, that as a condition of an SUP, the applicant submitted an Appraisal that was prepared by a Licensed Real Estate Appraiser, addressing any potential impact on adjacent land uses and/or property values. According to the appraisal submitted, it was the appraiser's judgment that the proposed use, if allowed, would not have an adverse effect on either adjacent land uses or property values.

Requested Action/Recommendation

Notices have been sent to all property owners within 200 feet regarding this proposed rezoning. As of this writing, there have been four comments received regarding this request, with three expressing support for the request and one expressing no opinion regarding the request.

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

ORDINANCE NO. _____

**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 DARRELL AVENUE AND AUSTIN STREET, RANDALL
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 2.912 acre portion of Lot 9, Block 109, South Lawn Addition Unit No. 36, in Section 184, Block 2, A.B.&M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with Specific Use Permit 198 for an Institution of Religious, Charitable, or Philanthropic Nature being further described below and site plan attached and incorporated herein as Exhibit A:

A 2.912 acre tract of land out of Section 184, Block 2, A.B.&M. Survey, City of Amarillo, Randall County, Texas, being a part of that certain tract known as a 4.8016 acres as conveyed to the Amarillo City Board of Missions and Church Extensions of the Methodist Church, in Warranty Deed of Record in Volume 242, Page 521 of the Deed Records of Randall County, Texas, being further described by metes and bounds as follows:

Beginning at a 3/8 inch iron rod found for the Southwest corner of said Church tract, also being the Northwest Corner of Lot 1, Block 109, Southlawn Addition Unit No. 28, of record in Volume 551, Page 397;

Thence North 20 degrees 00 minutes and 00 seconds East with the East line of Austin Street to a "X" in concrete curb being the **BEGINNING** Corner of this described tract of land;

THENCE North 20 degrees 00 minutes and 00 seconds East with the East line of Austin Street, a distance of 482.00 feet to a ¼ inch welding rod in the South line of Darrell Avenue and the East line of Austin Street;

THENCE South 70 degrees 08 minutes 00 seconds East along the South line of Darrell Street, a distance of 240 feet to a ½ inch iron rod with cap stamped "2507" in the south line of Darrell Street and the West line of Milam Street;

THENCE South 20 degrees 00 minutes 00 seconds West with the West line of Milam Street, a distance of 581.00 feet to a ½ inch iron rod with camp stamped "2507";

THENCE North 70 degrees 08 minutes 00 seconds West, a distance of 113.00 feet to a 3/8 inch iron rod with camp stamped "HBD", being the Southwest corner of a 0.29 acre tract of land;

THENCE North 20 degrees 00 minutes 00 seconds East with the East line of the said 0.29 acre tract, a distance of 99.00 feet to a 3/8 inch iron rod with cap stamped "HBD" being the Northeast corner of the 0.29 acre tract of land;

THENCE North 70 degrees 08 minutes 00 seconds West with the North line of the 0.29 acre tract of land, a distance of 127.00 feet back to the PLACE OF BEGINNING.

Said tract of land contains a computed area of 2.912 acres of land.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 25th day of May, 2021 and **PASSED** on Second and Final Reading on this the 22nd day of June, 2021.

Ginger Nelson, Mayor

ATTEST:

Leann Gallman, Interim City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

[illegible]

North

Scale 1" = 20'



Signature _____

Date _____

Key Plan

Revisions:		
No.	Date	Description
△	00/00/00	xxxx

Drawing
Existing Site Plan

Date: April 16, 2021 Project No.

Sheet No. **A1**

höhe
DESIGN GROUP
517 N. Polk St. Amarillo, Tx 79107
805.452.5000 / 844.900.höhe
www.hohedesign.com


OWNERSHIP OF DOCUMENTS
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN IS AN INSTRUMENT OF PROFESSIONAL SERVICE AND IS THE PROPERTY OF HANE DESIGN GROUP, LLC. IT IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF HANE DESIGN GROUP, LLC.



Project Name

**AMARILLO WESLEY
COMMUNITY CENTER**

South Campus
4801 S. Austin
Amarillo, TX

Revisions:		
No.	Date	Description
	000000	xxxx

Drawing
Proposed Layout

Date: April 16, 2021 Project No. _____

Sheet No. _____

A2

North
1/32" = 1'-0"

Scale 3/32" = 1'-0"

Proposed Layout

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 22, 2021	Council Priority	Consent Agenda
Department	Planning and Development Services		
Contact	Brady Kendrick – Planner II		

Agenda Caption

Consideration of a Southwestern Public Service Company Electrical Utility Easement being a 0.121 acre tract of land in Section 141, Block 2, A.B.&M. Survey, Randall County, Texas.

Agenda Item Summary

The above referenced Electrical Utility Easement is being requested by Southwestern Public Service Company for the installation of infrastructure related to the construction of the City's Sewer Lift Station 32, which is located near the intersection of Osage Street and Pioneer Lane.

Requested Action

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

Funding Summary

The Easement is being granted to Southwestern Public Service Company at no cost to the City.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Southwestern Public Service Company Utility Easement.

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

That City of AMARILLO, whose address is P.O. Box 1971, Amarillo, Texas 79105 (collectively, the "Grantor," whether one or more) for the sum of TEN DOLLARS and 00/100 (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by this instrument grants to **SOUTHWESTERN PUBLIC SERVICE COMPANY**, a New Mexico corporation, whose address is 790 S. Buchanan Street, Amarillo, Texas 79101 ("SPS"), an easement upon, under, over, and across property owned by Grantor and located in the COUNTY OF RANDALL, STATE OF TEXAS which property (the "Property") is described as follows:

A 30.00 foot wide electric easement over, under and across that part of a 0.70 acre tract of land out of the northwest quarter of Section 141, Block 2, A.B.&M Survey, Randall County, Texas, said 0.70 acre tract of land being conveyed to the City of Amarillo in Clerk's File No. 2015000495, of the records of Randall County, Texas, said 30.00 foot wide electric easement being more particularly described as follows:

The above described 30.00 foot wide electric easement contains approximately 0.121 acres of land, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record, or as now existing across said tract of land.

Surveyor's Certification:

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

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

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

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

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

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

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

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

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

City of Amarillo

GRANTOR:

Print name: _____

Title: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

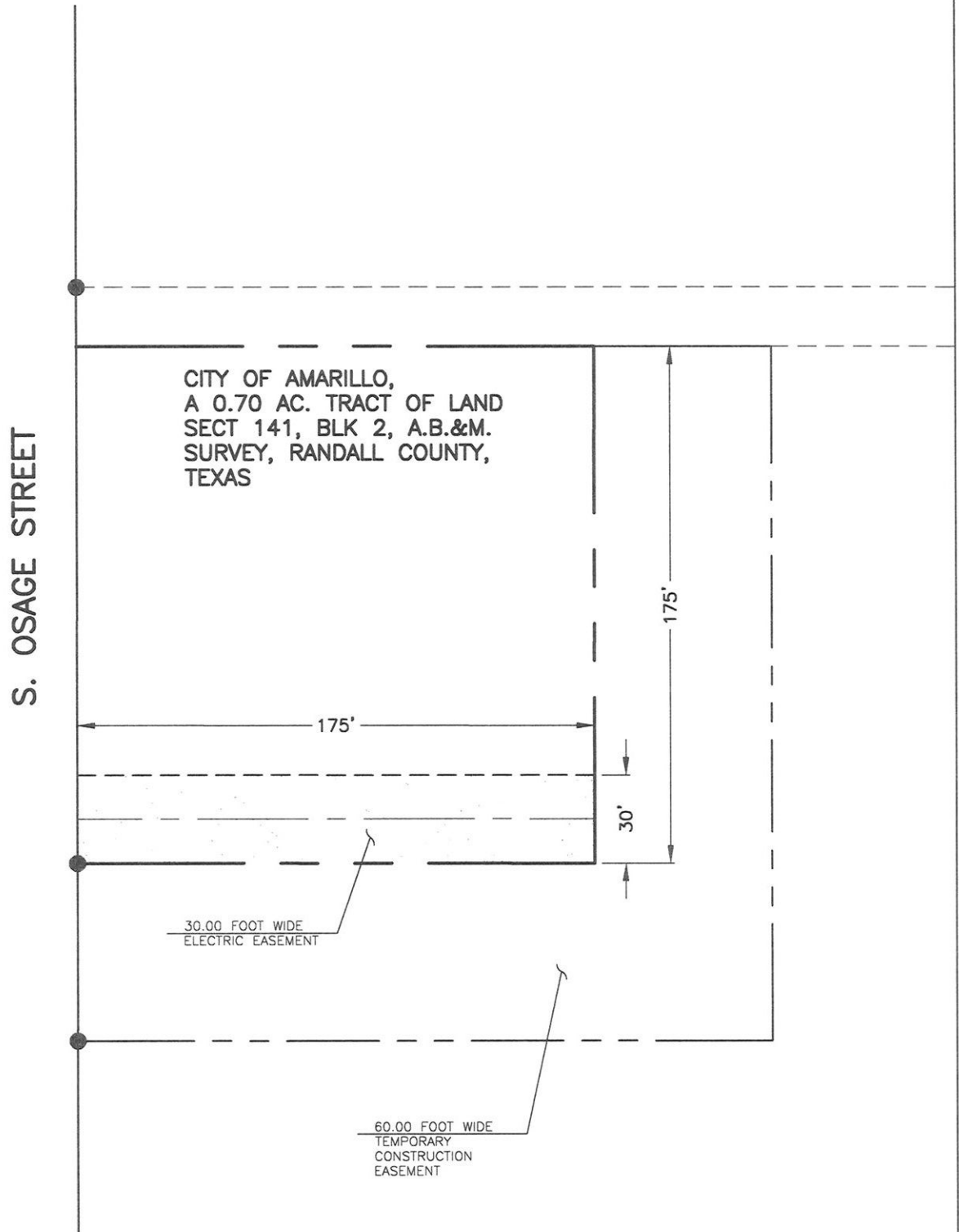
This instrument was acknowledged before me on this ____ day of _____, 20__ by _____.

[Seal]

Notary Public

EXHIBIT B

A 0.70 ACRE TRACT OF LAND, IN SECTION 141,
BLOCK 2, A.B.&M. SURVEY, RANDALL COUNTY,
TEXAS



BASIS OF BEARING

Bearings are Grid, based on the Texas State Plane Coordinate System,
North Zone NAD83, all distances are ground surface values in U.S. Survey
feet.

LEGEND



FOUND SECTION
CORNER



FOUND CORNER



SET NO. 4 REBAR w/
YELLOW PLASTIC CAP "SPS
ESMT RPLS 6308"



SCALE 1" = 50'



PROPERTY INFORMATION

OWNER: CITY OF AMARILLO,

LOC: A 0.70 AC. TRACT OF LAND
SECT 141, BLK 2, A.B.&M.
SURVEY, RANDALL COUNTY, TEXAS

EASEMENT SURVEY

SOUTHWESTERN PUBLIC SERVICE COMPANY

6088 SW 48th Ave., Amarillo, TX, 79109

DWG: Xcel/Company+Job/Location.dwg

DATE OF SURVEY: MAY 12, 2021

WORK ORDER:

PLOTTED: MAY 13, 2021

DRN BY: GSM

SHT. 03 of 03

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 22, 2021	Council Priority	Fiscal Responsibility
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

CONSIDER AWARD – AGREEMENT FOR AUDIT SERVICES
CMMS CPAs & Advisors, PLLC - \$170,000
This agreement for audit services is for a one-year agreement.

Agenda Item Summary

This agreement for audit services with CMMS CPAs & Advisors, PLLC is for a one-year agreement. A Request for Qualifications was conducted in 2016 and covered a five-year period. This agreement has remained in place since it was awarded in 2016.

Requested Action

Council consideration and approval of the agreement.

Funding Summary

Funding for audit services is included in the City's budget.

Community Engagement Summary

A Request for Qualifications was conducted in 2016 and covered a five-year period. This agreement would be for a one-year period as the City updates policies for best practices related to audit services and prepares for another Request for Qualifications.

Staff Recommendation

Staff's recommendation is for City Council's approval of the audit services agreement.

Agreement for Audit Services
Opened 4:00 p.m. June 14,2021

To be awarded as one lot CMMS CPA'S & ADVISORS, PLLC

Line 1 Agreement for Audit Services, per specifications

1	ea		
	Unit Price	\$170,000.000	
	Extended Price		170,000.00
<hr/>			
	Bid Total		170,000.00
<hr/>			

Award by Vendor	\$ 170,000.00
City	Amarillo, TX



AGREEMENT FOR AUDITING SERVICES

This Agreement ("Agreement") is between the City of Amarillo ("CITY") P.O. Box 1971, Amarillo, Texas 79105-1971 and CMMS CPAs & Advisors PLLC ("CMMS") whose address is 801 S. Fillmore, Suite 600, Amarillo, TX 79101.

CITY engages CMMS to provide certain auditing services for the CITY ("Project") in accordance with this Agreement and CMMS'S Engagement Letter dated June 22, 2021, attached hereto and by reference made a part hereof ("Engagement Letter").

1. Provisions of Services/Method of Authorization.

- 1.1 This Agreement provides the terms upon which CITY may avail itself of the professional services of CMMS for the above specified Project.
- 1.2 CMMS agrees to provide services in accordance with the Engagement Letter dated June 22, 2021.
- 1.3 The provisions of this Agreement are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- 1.4 The standard of care applicable to services performed by CMMS will be the degree of skill and diligence normally employed by professionals performing the same or similar Services at the time said services are performed as defined in the Engagement Letter.

2. CITY'S Responsibilities.

- 2.1 CITY will provide full information regarding its requirements for the Services.
- 2.2 CITY will designate a representative authorized to act in its behalf with respect to the Services. CITY'S authorized representative will examine all documents submitted by CMMS, furnish information required by CMMS, and will promptly render decisions in writing so as not to delay the progress of CMMS'S Services.
- 2.4 CITY will provide all legal opinions regarding request under the Texas Public Information Act and will, to the extent allowed by law honor all confidentiality obligations of CMMS regarding the information provided. To the extent allowed by law CITY acknowledges and agrees that all information obtained by CMMS is proprietary and remains the property of and under the exclusive control of CMMS regardless of whether or not such information has been shared with CITY.

3. **Term of Agreement.** This Agreement shall begin on June 22, 2021 and shall end on June 21, 2022.

4. **Compensation and Method of Payment.**

4.1 CMMS agrees to accept for the Services provided under this Agreement the fixed fee and out-of-pocket expenses as set forth in the attached Engagement Letter.

4.2 CITY is a tax exempt government entity.

4.3 CMMS will invoice CITY for all Services rendered and out-of-pocket expenses incurred pursuant to this Agreement, and each invoice will be due and payable within 30 days after receipt by CITY. CMMS'S invoice shall be of sufficient detail to fully identify the Services performed.

4.4 Compensation due CMMS under this Agreement is payable at 801 S. Fillmore, Suite 600, Amarillo, TX 79101.

4.5 If CITY fails to make any payments due CMMS for Services within 30 days after the date an invoice is received, the amounts due CMMS will accrue interest at the maximum rate allowed by law from the 31st day. In addition, CMMS may, after giving 7 days written notice to CITY, suspend Services under this Agreement until CMMS has been paid in full all amounts due for Services, including all accrued but unpaid interest, without CMMS incurring liability due to such suspension.

5. **Delays/Changes.**

5.1 Any delay or default in the performance of any obligations of CMMS under this Agreement resulting from any cause beyond CMMS'S control will not be deemed a breach of this Agreement. The occurrence of such event will suspend the obligations of CMMS for as long as performance is delayed or prevented.

6. **Insurance.**

6.1 CMMS will maintain the following insurance coverage during the performance of Services under this Agreement:

TYPE	AMOUNT
Professional Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

6.2 **Term of Policy.** The required coverage must remain in effect during the term of this Agreement with CITY.

6.3 Proof of Insurance Required. A Certificate of Insurance evidencing the required coverage will be provided to City.

7. Indemnification. CMMS AGREES TO INDEMNIFY THE CITY, AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, AND EACH OF THEM AGAINST AND HOLD IT AND THEM HARMLESS FROM ANY AND ALL LAWSUITS, CLAIMS, DEMANDS, LIABILITIES, LOSSES AND EXPENSES, INCLUDING COURT COSTS, INTEREST AND ATTORNEYS' FEES FOR OR ON ACCOUNT OF ANY TYPE OF DAMAGE OR INJURY TO ANY PERSON OR ANY DEATH, OR ANY DAMAGE TO ANY PROPERTY, WHICH MAY ARISE IN CONNECTION WITH THE SERVICES COVERED BY THIS AGREEMENT, INCLUDING ANY ERRORS, NEGLIGENT ACTS OR OMISSIONS OF CMMS ITS OFFICERS, DIRECTORS AND EMPLOYEES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT FOR SERVICES. THE FOREGOING INDEMNITY WILL APPLY EXCEPT IF SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OF THE CITY.

8. Controlling Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto will be governed by, interpreted, construed and enforced in accordance with the laws of the State of Texas with venue in the courts of Potter County , Texas.

9. Successors and Assigns. All provisions of this Agreement will be binding upon and will inure to the benefit of the parties, their legal representatives, successors and assigns, except as otherwise expressly provided.

10. Entire Agreement. This Agreement together with the Engagement Letter constitutes the entire and integrated Agreement between CMMS and CITY and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended, supplemented, modified, or cancelled by written instrument signed by an authorized representative of each party.

11. Severability. If any provision of this Agreement or any application thereof to any person or circumstances will, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which is held invalid will not be affected thereby and each provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

12. Notices. Any notice, demand, request or other instrument which may be or required to be given under this Agreement will be delivered in person, sent by United States First Class Certified or Registered Mail, Return Receipt Requested, postage prepaid or sent by a reputable overnight courier service and will be addressed to either party at the address shown above. Any notice will be deemed delivered upon hand delivery or 3 days after depositing such notice in postal receptacles, return receipt requested, or 1 day after

depositing such notice with a reputable overnight courier service. Either party may designate such other address as will be given by written notice.

13. Independent Contractor. Nothing contained in this Agreement will be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint ventures, co-adventurers, or partners between CITY and CMMS, and they are and will remain independent contractors one as to the other.

14. Access to Records and Reports. CMMS will maintain the audit workpapers and reports in accordance with the terms of the Engagement Letter. CMMS agrees to provide the CITY, or any of its duly authorized representatives, access to any audit workpapers and reports of the CMMS which are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts and transcriptions.

15. Termination of Agreement.

15.1 CITY may, by 30 days written notice, terminate this Agreement in whole or in part at any time, either at the CITY'S convenience or because of CMMS'S failure to fulfill its obligations. Upon receipt of such notice services will be immediately discontinued (unless the notice directs otherwise) and all documents as may have been provided to CMMS in performing this Agreement, whether completed or in progress, will be delivered to the CITY.

15.2 If the termination is for the convenience of CITY, CMMS will be paid for all Services performed and out-of-pocket expenses incurred up to the date of termination.

15.3 If the termination is due to failure to fulfill CMMS'S obligations, CITY may take over the work and pursue the same to completion by contract or otherwise.

16. City Council Approval. All obligations of City are contingent on appropriation of funds by the Amarillo City Council.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the parties hereto, but all of which, when delivered and taken together, will constitute but one Agreement binding upon all the parties hereto.

18. Compliance with Law. CMMS will at all times observe and comply with all applicable laws, ordinances and regulations of the federal, state and local governments that are in effect at the time of providing services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date stated below to be effective as of the date of the last of the parties to sign.

ATTEST:

CITY OF AMARILLO, TEXAS

LeAnn Gillman, Interim City Secretary

By: _____
Jared Miller, City Manager

Date: _____

CMMS CPAs & ADVISORS PLLC.

By: _____

Date: _____

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 22, 2021	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER – APPROVAL OF CHANGE ORDER #1 TO THE IHC SCOTT, INC., CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF THE TAXIWAY P4 AND J RECONSTRUCTION PROJECT AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT.

Agenda Item Summary

This item includes (1) costs related to the revised project phasing which was required due to FAA recommendations received after the FAA's original approval of the project's phasing to increase safety during the project (\$76,255.32); (2) costs related to the addition of grout material to the adjoining pavements where a keyway (void) was found after the excavation of the Taxiway J pavement (\$16,252.81); and (3) additional survey work related to the project's physical control points (\$10,998.90). Total Change Order amount = \$103,507.03. Original contract amount = \$8,743,955.32. ✓
New contract amount = \$8,847,462.35. ✓

Requested Action

Please approve this change order #1 because the airport nor the design engineer had any control over the need to provide these changes/additional items.

Funding Summary

The funds to complete this change order will be provided by the FAA through the Airport Improvement Program (AIP) grant.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of this change order.

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 1 Contractor quality control program, per specifications			
1 Is			
Unit Price	\$29,949.84	\$200,000.00	\$297,000.00
Extended Price	29,949.84	200,000.00	297,000.00
Line 2 Storm pollution prevention plan, per specifications			
1 Is			
Unit Price	\$22,462.38	\$75,000.00	\$5,000.00
Extended Price	22,462.38	75,000.00	5,000.00
Line 3 Mobilization, per specifications			
1 Is			
Unit Price	\$625,299.07	\$760,000.00	\$857,000.00
Extended Price	625,299.07	760,000.00	857,000.00
Line 4 Insurance-Parties as Additional Insureds, per specifications			
1 ea			
Unit Price	\$1.00	\$1.00	\$7,500.00
Extended Price	1.00	1.00	7,500.00
Line 5 Safety and security, per specifications			
1 Is			
Unit Price	\$74,874.61	\$150,000.00	\$787,000.00
Extended Price	74,874.61	150,000.00	787,000.00
Line 6 Project survey and stakeout, per specifications			
1 Is			
Unit Price	\$242,051.71	\$100,000.00	\$110,000.00
Extended Price	242,051.71	100,000.00	110,000.00
Line 7 Temporary construction item, per specifications			
1 Is			
Unit Price	\$149,749.23	\$100,000.00	\$270,000.00
Extended Price	149,749.23	100,000.00	270,000.00
Base Bid-Bid Schedule No.1 (Administrative Items) Total Amount (in Numbers)			
	\$1,144,387.84	\$1,385,001.00	\$2,333,500.00

To be awarded as one lot		INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD	
Line 8 Temporary erosion controls, per specifications					
1	ls				
	Unit Price	\$19,175.04	\$35,000.00	\$89,217.25	
	Extended Price	19,175.04	35,000.00	89,217.25	
Line 9 Taxiway P4 (north) full-strength pavement removal , per specifications					
13,487	sy				
	Unit Price	\$9.03	\$22.00	\$21.00	
	Extended Price	121,787.61	296,714.00	283,227.00	
Line 10 Taxiway P4 (north) shoulder pavement removal , per specifications					
4,415	sy				
	Unit Price	\$5.27	\$15.00	\$11.70	
	Extended Price	23,267.05	66,225.00	51,655.50	
Line 11 Taxiway P4 shoulder pavement removal , per specifications					
1,059	sy				
	Unit Price	\$8.01	\$60.00	\$20.90	
	Extended Price	8,482.59	63,540.00	22,133.10	
Line 12 Taxiway P shoulder pavement removal,per specifications					
3,572	sy				
	Unit Price	\$6.69	\$22.00	\$11.50	
	Extended Price	23,896.68	78,584.00	41,078.00	
Line 13 Unclassified excavation,per specifications					
6,393	cy				
	Unit Price	\$22.42	\$15.00	\$49.20	
	Extended Price	143,331.06	95,895.00	314,535.60	
Line 14 Remove and replace unsuitable subgrade soils,per specifications					
701	cy				
	Unit Price	\$10.38	\$75.00	\$34.20	
	Extended Price	7,276.38	52,575.00	23,974.20	

To be awarded as one lot		INTERSTATE HIGHWAY	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
		CONSTRUCTION INC		
Line 15 Subbase course,per specifications				
2,219	cy			
	Unit Price	\$78.98	\$96.00	\$72.30
	Extended Price	175,256.62	213,024.00	160,433.70
Line 16 6" base course,per specifications				
12,383	sy			
	Unit Price	\$31.30	\$40.00	\$57.30
	Extended Price	387,587.90	495,320.00	709,545.90
Line 17 6" Stabilized base course,per specifications				
12,093	sy			
	Unit Price	\$31.30	\$40.00	\$58.70
	Extended Price	378,510.90	483,720.00	709,859.10
Line 18 15.5" Concrete pavement ,per specifications				
11,222	sy			
	Unit Price	\$123.59	\$132.00	\$157.00
	Extended Price	1,386,926.98	1,481,304.00	1,761,854.00
Line 19 16.5" Flexible base course ,per specifications				
9,687	sy			
	Unit Price	\$50.80	\$40.00	\$27.40
	Extended Price	492,099.60	387,480.00	265,423.80
Line 20 Dense graded hot-mix asphalt ,per specifications				
2,109	ton			
	Unit Price	\$135.70	\$200.00	\$124.00
	Extended Price	286,191.30	421,800.00	261,516.00
Line 21 Remove existing pavement markings ,per specifications				
160,256	sf			
	Unit Price	\$1.24	\$1.30	\$1.20
	Extended Price	198,717.44	208,332.80	192,307.20
Line 22 Permanent pavement marking with reflective beads ,per specifications				
69,279	sf			
	Unit Price	\$0.72	\$1.00	\$0.70
	Extended Price	49,880.88	69,279.00	48,495.30

To be awarded as one lot	INTERSTATE HIGHWAY		SILVER CREEK CONSTRUCTION INC		AUSTIN BRIDGE & ROAD	
Line 23 Permanent pavement marking without reflective beads ,per specifications						
22,735 sf						
Unit Price	\$0.62		\$1.00		\$0.60	
Extended Price		14,095.70		22,735.00		13,641.00
Line 24 Temporary pavement marking ,per specifications						
19,686 sf						
Unit Price	\$1.03		\$1.20		\$1.00	
Extended Price		20,276.58		23,623.20		19,686.00
Line 25 8" Security fence (in turf) ,per specifications						
356 lf						
Unit Price	\$91.96		\$40.00		\$40.00	
Extended Price		32,737.76		14,240.00		14,240.00
Line 26 Manual access vehicle swing gate,per specifications						
1 ea						
Unit Price	\$5,108.99		\$5,000.00		\$2,500.00	
Extended Price		5,108.99		5,000.00		2,500.00
Line 27 Fence removal (in turf),per specifications						
372 lf						
Unit Price	\$10.22		\$10.00		\$10.00	
Extended Price		3,801.84		3,720.00		3,720.00
Line 28 Remove and replace existing security signs along replaced portion of fence,per specifications						
1 ls						
Unit Price	\$1,021.80		\$1,500.00		\$500.00	
Extended Price		1,021.80		1,500.00		500.00
Line 29 30" RCP, class V, open cut,per specifications						
430 lf						
Unit Price	\$348.61		\$250.00		\$297.41	
Extended Price		149,902.30		107,500.00		127,886.30

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC		SILVER CREEK CONSTRUCTION INC		AUSTIN BRIDGE & ROAD	
Line 30 6" ASTM F949 smooth-wall, non-perforated PVC underdrain pipe,per specifications						
170 If	Unit Price	\$39.84		\$60.00	\$23.00	
	Extended Price		6,772.80	10,200.00		3,910.00
Line 31 6" ASTM F949 smooth- wall,perforated PVC underdrain pipe,per specifications						
1,971 If	Unit Price	\$40.05		\$40.00	\$27.00	
	Extended Price		78,938.55	78,840.00		53,217.00
Line 32 Single underdrain cleanout (in pavement)),per specifications						
12 ea	Unit Price	\$1,519.05		\$500.00	\$896.00	
	Extended Price		18,228.60	6,000.00		10,752.00
Line 33 Drainage structure S-02 ,per specifications						
1 ea	Unit Price	\$36,280.86		\$24,000.00	\$34,842.00	
	Extended Price		36,280.86	24,000.00		34,842.00
Line 34 Drainage structure S-03 ,per specifications						
1 ea	Unit Price	\$106,925.53		\$80,000.00	\$77,290.00	
	Extended Price		106,925.53	80,000.00		77,290.00
Line 35 Seeding ,per specifications						
7.27 acre	Unit Price	\$2,043.60		\$2,200.00	\$8,623.60	
	Extended Price		14,856.97	15,994.00		62,693.57
Line 36 Sodding ,per specifications						
3,163 sy	Unit Price	\$7.66		\$8.00	\$6.90	
	Extended Price		24,228.58	25,304.00		21,824.70
Line 37 Topsoil ,per specifications						
7.92 acre	Unit Price	\$5,522.92		\$6,000.00	\$10,000.00	
	Extended Price		43,741.53	47,520.00		79,200.00

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 38 Remove No.8 AWG, L-824c in duct or conduit ,per specifications 9,100.00 If			
Unit Price	\$0.36	\$1.00	\$0.40
Extended Price	3,276.00	9,100.00	3,640.00
Line 39 Remove pullbox (L-867D) ,per specifications 2.00 ea			
Unit Price	\$299.88	\$300.00	\$2,081.80
Extended Price	599.76	600.00	4,163.60
Line 40 Remove and salvage elevated edge light, remove base can in modified shoulder pavement ,per specifications 43.00 ea			
Unit Price	\$268.86	\$175.00	\$55.00
Extended Price	11,560.98	7,525.00	2,365.00
Line 41 Remove and salvage elevated edge light, remove base can in modified shoulder pavement, install blank cover ,per specifications 3.00 ea			
Unit Price	\$170.62	\$450.00	\$156.00
Extended Price	511.86	1,350.00	468.00
Line 42 Remove and salvage L-850C, remove base can,per specifications 1.00 ea			
Unit Price	\$268.86	\$450.00	\$55.00
Extended Price	268.86	450.00	55.00
Line 43 Remove and salvage L-850C, base can to remain,per specifications 1.00 ea			
Unit Price	\$62.04	\$150.00	\$55.00
Extended Price	62.04	150.00	55.00
Line 44 Remove and salvage elevated rwy threshold light, base can to remain, remove base can,per specifications 1.00 ea			
Unit Price	\$62.04	\$150.00	\$55.00
Extended Price	62.04	150.00	55.00

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 45 Remove and salvage sign remove sign foundation,per specifications 6.00 ea			
Unit Price	\$289.54	\$1,200.00	\$265.00
Extended Price		1,737.24	7,200.00
			1,590.00
Line 46 No.8 AWG, L-824C cable in duct,per specifications 9,500.00 lf			
Unit Price	\$1.45	\$3.50	\$1.30
Extended Price		13,775.00	33,250.00
			12,350.00
Line 47 Bare counterpoise wire, installed in conduit trench, including gound rods and ground connectors,per specifications 5,500.00 lf			
Unit Price	\$1.55	\$3.00	\$1.40
Extended Price		8,525.00	16,500.00
			7,700.00
Line 48 Temporary circuitry and electrical provisions,per specifications 1.00 ls			
Unit Price	\$16,918.26	\$15,000.00	\$15,450.00
Extended Price		16,918.26	15,000.00
			15,450.00
Line 49 Electrical conduit, 1-2" schedule 40 PVC, In new pavement,per specifications 3,350.00 lf			
Unit Price	\$18.87	\$24.00	\$17.50
Extended Price		63,214.50	80,400.00
			58,625.00
Line 50 Electrical conduit, 1-2" schedule 40 PVC, In turf,per specifications 2,442.00 lf			
Unit Price	\$12.41	\$24.00	\$11.30
Extended Price		30,305.22	58,608.00
			27,594.60
Line 51 Electrical conduit, 1-1" RGS, kerf-cut,per specifications 185.00 lf			
Unit Price	\$58.94	\$24.00	\$54.00
Extended Price		10,903.90	4,440.00
			9,990.00

To be awarded as one lot		INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD	
Line 52 Conduit transition under pavement, per specifications					
3.00	ea				
	Unit Price	\$476.70	\$900.00	\$435.00	
	Extended Price		2,700.00		1,305.00
Line 53 Electrical duct bank, 4-2" schedule 40 PVC, encased, in new pavement, per specifications					
200.00	lf				
	Unit Price	\$48.60	\$75.00	\$44.00	
	Extended Price		15,000.00		8,800.00
Line 54 Install concrete cap over existing duct bank in new pavement, per specifications					
1,050.00	lf				
	Unit Price	\$69.28	\$18.00	\$63.00	
	Extended Price		18,900.00		66,150.00
Line 55 Duct marker, per specifications					
3.00	ea				
	Unit Price	\$549.09	\$500.00	\$502.00	
	Extended Price		1,500.00		1,506.00
Line 56 L-867D junction can with collar, per specifications					
2.00	ea				
	Unit Price	\$1,602.79	\$750.00	\$1,464.00	
	Extended Price		1,500.00		2,928.00
Line 57 4'x4' aircraft-rated handhole, spring-loaded cover, per specifications					
2.00	ea				
	Unit Price	\$13,172.89	\$15,000.00	\$12,031.00	
	Extended Price		30,000.00		24,062.00
Line 58 Raise existing aircraft-rated electrical manhole to proposed grade, per specifications					
2.00	ea				
	Unit Price	\$28,434.59	\$3,200.00	\$110,386.40	
	Extended Price		6,400.00		220,772.80

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 59 Install salvaged-L-861T(L) in new L-867B base can in new pavement, per specifications 37.00 ea			
Unit Price	\$1,329.80	\$1,500.00	\$1,214.00
Extended Price	49,202.60	55,500.00	44,918.00
Line 59 Install new L-861T(L) in new L-867B base can in new pavement, per specifications 9.00 ea			
Unit Price	\$1,510.76	\$1,500.00	\$1,380.00
Extended Price	13,596.84	13,500.00	12,420.00
Line 60 Install salvaged L-861T(I) in new L-867B base can in existing shoulder pavement, per specifications 4.00 ea			
Unit Price	\$2,692.69	\$1,500.00	\$2,459.00
Extended Price	10,770.76	6,000.00	9,836.00
Line 61 Install new L-850c in L-868b base can, per specifications 1.00 ea			
Unit Price	\$2,721.65	\$2,400.00	\$2,486.00
Extended Price	2,721.65	2,400.00	2,486.00
Line 62 Install salvaged L-850c in existing base can, per specifications 1.00 ea			
Unit Price	\$803.46	\$375.00	\$733.00
Extended Price	803.46	375.00	733.00
Line 63 Install salvaged L-862 on new L-876b base can, per specifications 1.00 ea			
Unit Price	\$1,541.78	\$1,500.00	\$1,409.00
Extended Price	1,541.78	1,500.00	1,409.00
Line 64 Install salvaged elevated threshold light on existing base can, per specifications 1.00 ea			
Unit Price	\$260.58	\$375.00	\$238.00
Extended Price	260.58	375.00	238.00

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 65 Replace isolation transformer and connector kit, per specifications 10.00 ea			
Unit Price	\$176.82	\$220.00	\$161.00
Extended Price	1,768.20	2,200.00	1,610.00
Line 66 Repair bolts and threads on existing base cans, per specifications 1.00 ea			
Unit Price	\$2,214.96	\$2,400.00	\$2,023.00
Extended Price	2,214.96	2,400.00	2,023.00
Line 67 New guidance sign on new sign foundation, 2 module, per specifications 1.00 ea			
Unit Price	\$5,385.39	\$6,000.00	\$4,919.00
Extended Price	5,385.39	6,000.00	4,919.00
Line 68 Install salvaged guidance sign on new sign foundation, per specifications 6.00 ea			
Unit Price	\$2,919.15	\$3,200.00	\$2,670.00
Extended Price	17,514.90	19,200.00	16,020.00
Line 69 Replace sign module, per specifications 14.00 ea			
Unit Price	\$663.87	\$1,800.00	\$606.00
Extended Price	9,294.18	25,200.00	8,484.00
Base Bid-Bid Schedule No.2 (Taxiway P4) Total Amount (in Numbers)	\$4,708,064.29	\$5,360,342.00	\$6,035,879.22
Line 70 Temporary erosion controls, per specifications 1.00 ls			
Unit Price	\$7,261.55	\$20,000.00	\$37,079.30
Extended Price	7,261.55	20,000.00	37,079.30
Line 71 Taxiway j full-strength pavement removal (15" PCC, 6" cement- stabilized base), per specifications 4,200.00 sy			
Unit Price	\$10.88	\$35.00	\$27.00
Extended Price	45,696.00	147,000.00	113,400.00

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 72 Taxiway P full-strength pavement removal (2" asphalt, 6" stabilized aggregate base, 16" flexible subbase), per specifications			
1,090.00 sy			
Unit Price	\$6.64	\$22.00	\$11.60
Extended Price		7,237.60	23,980.00
			12,644.00
Line 73 Taxiway J full-strength pavement removal (3" asphalt, 6" crushed aggregate base, 7" aggregate base), per specifications			
3,357.00 sy			
Unit Price	\$5.54	\$22.00	\$7.50
Extended Price		18,597.78	73,854.00
			25,177.50
Line 74 Terminal apron taxilane shoulder pavement removal (2" asphalt, 6" stabilized aggregate base, 14" flexible subbase, 6" filter base), per specifications			
2,332.00 sy			
Unit Price	\$7.94	\$22.00	\$12.60
Extended Price		18,516.08	51,304.00
			29,383.20
Line 75 Remove abandoned fire hydrant and vault, plug pipe opening, per specifications			
2.00 ea			
Unit Price	\$2,043.60	\$3,000.00	\$5,000.00
Extended Price		4,087.20	6,000.00
			10,000.00
Line 76 Remove abandoned fuel valve and vault, plug pipe opening, per specifications			
2.00 ea			
Unit Price	\$2,043.60	\$3,000.00	\$10,000.00
Extended Price		4,087.20	6,000.00
			20,000.00
Line 77 Unclassified excavation (includes onsite embankment), per specifications			
7,725.00 cy			
Unit Price	\$9.03	\$8.00	\$9.10
Extended Price		69,756.75	61,800.00
			70,297.50

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 78 Remove and replace unsuitable subgrade soils, per specifications			
2.00 cy			
Unit Price	\$230.81	\$75.00	\$76.60
Extended Price	461.62	150.00	153.20
Line 79 Subbase course, per specifications			
1,544.00 cy			
Unit Price	\$78.98	\$96.00	\$68.10
Extended Price	121,945.12	148,224.00	105,146.40
Line 80 6" base course, per specifications			
7,987.00 sy			
Unit Price	\$31.30	\$40.00	\$57.00
Extended Price	249,993.10	319,480.00	455,259.00
Line 81 6" Stabilized base course, per specifications			
7,754.00 sy			
Unit Price	\$31.30	\$40.00	\$58.70
Extended Price	242,700.20	310,160.00	455,159.80
Line 82 15.5" concrete pavement, per specifications			
7,054.00 sy			
Unit Price	\$137.41	\$132.00	\$157.00
Extended Price	969,290.14	931,128.00	1,107,478.00
Line 83 16.5" Flexible base course, per specifications			
6,920.00 sy			
Unit Price	\$50.80	\$40.00	\$27.40
Extended Price	351,536.00	276,800.00	189,608.00
Line 84 Dense graded hot-mix asphalt, per specifications			
1,509.00 ton			
Unit Price	\$136.48	\$200.00	\$124.70
Extended Price	205,948.32	301,800.00	188,172.30

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 85 Remove existing pavement markings, per specifications 35,478.00 sf			
Unit Price	\$1.24	\$1.30	\$1.20
Extended Price	43,992.72	46,121.40	42,573.60
Line 86 Permanent pavement marking with reflective beads, per specifications 6,221.00 sf			
Unit Price	\$0.72	\$1.00	\$0.70
Extended Price	4,479.12	6,221.00	4,354.70
Line 87 Permanent pavement marking without reflective beads, per specifications 9,751.00 sf			
Unit Price	\$0.62	\$1.00	\$0.60
Extended Price	6,045.62	9,751.00	5,850.60
Line 88 Temporary pavement marking, per specifications 6,668.00 sf			
Unit Price	\$1.03	\$1.20	\$1.00
Extended Price	6,868.04	8,001.60	6,668.00
Line 89 30" RCP, class V open cut, per specifications 33.00 lf			
Unit Price	\$314.76	\$250.00	\$259.20
Extended Price	10,387.08	8,250.00	8,553.60
Line 90 6" ASTM F949 smooth-wall, non-perforated PVC underdrain pipe, per specifications 226.00 lf			
Unit Price	\$33.00	\$60.00	\$23.00
Extended Price	7,458.00	13,560.00	5,198.00
Line 91 6" ASTM F949 smooth-wall, perforated PVC underdrain pipe, per specifications 822.00 lf			
Unit Price	\$33.60	\$40.00	\$31.00
Extended Price	27,619.20	32,880.00	25,482.00

To be awarded as one lot		INTERSTATE HIGHWAY		SILVER CREEK CONSTRUCTION INC		AUSTIN BRIDGE & ROAD	
		CONSTRUCTION INC					
Line 92 8" ASTM F949 smooth-wall,non-perforated PVC underdrain pipe, per specifications							
20.00	If						
	Unit Price	\$40.98		\$60.00	\$40.00		
	Extended Price		819.60	1,200.00		800.00	
Line 93 single underdrain cleanout (in pavement), per specifications							
10.00	ea						
	Unit Price	\$1,519.05		\$500.00	\$893.00		
	Extended Price		15,190.50	5,000.00		8,930.00	
Line 94 Remove existing drainage structure s-05, per specifications							
1.00	ea						
	Unit Price	\$3,672.83		\$4,000.00	\$3,825.00		
	Extended Price		3,672.83	4,000.00		3,825.00	
Line 95 Drainage structure S-05, per specifications							
1.00	ea						
	Unit Price	\$42,272.32		\$35,000.00	\$38,535.00		
	Extended Price		42,272.32	35,000.00		38,535.00	
Line 96 Drainage structure S-06, per specifications							
1.00	ea						
	Unit Price	\$39,209.95		\$30,000.00	\$28,872.00		
	Extended Price		39,209.95	30,000.00		28,872.00	
Line 97 Seeding, per specifications							
1.03	acre						
	Unit Price	\$2,043.60		\$2,200.00	\$9,952.80		
	Extended Price		2,104.91	2,266.00		10,251.38	
Line 98 Sodding, per specifications							
2,126.00	sy						
	Unit Price	\$7.66		\$8.00	\$7.20		
	Extended Price		16,285.16	17,008.00		15,307.20	
Line 99 Topsoil (Furnished from offsite), per specifications							
1.46	acre						
	Unit Price	\$5,522.92		\$6,000.00	\$10,000.00		
	Extended Price		8,063.46	8,760.00		14,600.00	

To be awarded as one lot		INTERSTATE HIGHWAY		SILVER CREEK CONSTRUCTION INC		AUSTIN BRIDGE & ROAD
		CONSTRUCTION INC				
Line 100 Remove No.8 AWG, L-824c in duct conduit, per specifications						
5,500.00	If					
	Unit Price	\$0.36		\$1.00	\$0.40	
	Extended Price		1,980.00	5,500.00		2,200.00
Line 101 Remove pullbox (L-867D), per specifications						
14.00	ea					
	Unit Price	\$299.88		\$300.00	\$1,189.60	
	Extended Price		4,198.32	4,200.00		16,654.40
Line 102 Remove and salvage elevated edge light, remove base can in modified shoulder pavement, per specifications						
22.00	ea					
	Unit Price	\$268.86		\$450.00	\$55.00	
	Extended Price		5,914.92	9,900.00		1,210.00
Line 103 Remove and salvage sign, remove sign foundation, per specifications						
4.00	ea					
	Unit Price	\$961.68		\$1,400.00	\$265.00	
	Extended Price		3,846.72	5,600.00		1,060.00
Line 104 Remove existing electrical manhole, per specifications						
2.00	ea					
	Unit Price	\$2,585.15		\$2,400.00	\$2,000.00	
	Extended Price		5,170.30	4,800.00		4,000.00
Line 105 Remove 2x4" concredt encased ducts in modified pavement areas, per specifications						
105.00	If					
	Unit Price	\$17.58		\$20.00	\$10.00	
	Extended Price		1,845.90	2,100.00		1,050.00
Line 106 No.8 AWG, L-824C cable in duct, per specifications						
6,330.00	If					
	Unit Price	\$1.45		\$4.00	\$1.30	
	Extended Price		9,178.50	25,320.00		8,229.00

To be awarded as one lot		INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD		
Line 107 Bare counterpoise wire, installed in conduit trench, including ground rods and ground connectors, per specifications						
2,550.00	If					
	Unit Price	\$1.55	\$6.00	\$1.40		
	Extended Price	3,952.50	15,300.00	3,570.00		
Line 108 Temporary circuitry and electrical provisions, per specifications						
1.00	ls					
	Unit Price	\$16,918.26	\$16,000.00	\$15,450.00		
	Extended Price	16,918.26	16,000.00	15,450.00		
Line 109 Electrical conduit, 1-2" schedule 40PVC, in new pavement, per specifications						
2,350.00	If					
	Unit Price	\$18.87	\$24.00	\$17.50		
	Extended Price	44,344.50	56,400.00	41,125.00		
Line 110 Electrical conduit, 1-2" schedule 40PVC, in turf, per specifications						
75.00	If					
	Unit Price	\$12.41	\$24.00	\$11.30		
	Extended Price	930.75	1,800.00	847.50		
Line 111 Conduit transition under pavement, in turf, per specifications						
4.00	ea					
	Unit Price	\$476.70	\$900.00	\$435.00		
	Extended Price	1,906.80	3,600.00	1,740.00		
Line 112 Electrical duct, 4-2" schedule 40 PVC, encased, in new pavement, per specifications						
225.00	If					
	Unit Price	\$48.60	\$75.00	\$44.00		
	Extended Price	10,935.00	16,875.00	9,900.00		
Line 113 4'x4'x4' aircraft-rated handhole, spring-loaded cover, per specifications						
2.00	ea					
	Unit Price	\$13,172.89	\$15,000.00	\$12,031.00		
	Extended Price	26,345.78	30,000.00	24,062.00		

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 114 Install salvaged L-861T(I) in new L-867B base can in new pavement, per specifications			
30.00 ea			
Unit Price	\$1,329.80	\$1,400.00	\$1,214.00
Extended Price	39,894.00	42,000.00	36,420.00
Line 115 Replace isolation transformer and connector kit, per specifications			
8.00 ea			
Unit Price	\$176.82	\$250.00	\$161.00
Extended Price	1,414.56	2,000.00	1,288.00
Line 116 Install salvaged guidance sign on new sign foundation, per specifications			
4.00 ea			
Unit Price	\$2,919.15	\$3,000.00	\$2,670.00
Extended Price	11,676.60	12,000.00	10,680.00
Base Bid-Bid Schedule No.3 (Taxiway J)			
Total Amount (in Numbers)	\$2,742,036.58	\$3,159,094.00	\$3,218,245.18
Line 117 Remove existing pavement markings, per specifications			
165,018.00 sf			
Unit Price	\$1.24	\$1.30	\$1.20
Extended Price	204,622.32	214,523.40	198,021.60
Line 118 Permanent pavement marking with reflective beads, per specifications			
117,014.00 sf			
Unit Price	\$0.72	\$1.00	\$0.70
Extended Price	84,250.08	117,014.00	81,909.80
Line 119 Permanent pavement marking without reflective beads, per specifications			
32,407.00 sf			
Unit Price	\$0.62	\$1.00	\$0.60
Extended Price	20,092.34	32,407.00	19,444.20

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC		SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD	
Bid Alernate No.1 Total Amount		\$308,964.74	\$363,944.40		\$299,375.60
Line 120 Remove pay item 2.08, subbae course, per specifications (2,219.00) cy					
Unit Price	\$78.98		\$96.00	\$72.30	
Extended Price		(175,256.62)	(213,024.00)		(160,433.70)
Line 121 Recycled concrete aggregate base course, per specifications 2,219.00 cy					
Unit Price	\$36.59		\$95.00	\$82.30	
Extended Price		81,193.21	210,805.00		182,623.70
Bid Alernate No.1 Total Amount		(\$94,063.41)	(\$2,219.00)		\$22,190.00
Line 122 Remove pay item 3.10, subbase course, per specifications (1,544.00) cy					
Unit Price	\$78.98		\$96.00	\$68.10	
Extended Price		(121,945.12)	(148,224.00)		(105,146.40)
Line 123 Recycled concrete aggregate base course, per specifications 1,544.00 cy					
Unit Price	\$36.60		\$95.00	\$78.10	
Extended Price		56,510.40	146,680.00		120,586.40
Bid Alernate No.3 Total Amount		(64,434.72)	(1,544.00)		15,440.00
Base Bid (W/No Alternates) Total Amount (in numbers)		8,594,488.71	9,904,437.00		11,587,624.41
Base Bid (W/All Alternates) Total Amount (in numbers)		8,743,955.32	10,264,618.40		11,924,630.01
Award by Vendor	\$	8,743,955.32			
Change Order #1	\$	103,507.03			
Revised Total	\$	8,847,462.35			



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 22, 2021	Council Priority	Infrastructure
Department	Facilities Department		
Contact	Jerry Danforth, Facilities Director		

Agenda Caption

AWARD – Construction and Modification of the Transfer Station Catwalk located at (800 S.E. 23rd Avenue)

(Contact: Jerry Danforth, Facilities Director)

Panhandle Steel Buildings, Inc. -- \$104,826.00

This is for the construction contract to Panhandle Steel Buildings, Inc. for the construction and modification of the Transfer Station Catwalk located at 800 S.E. 23rd Avenue in Amarillo, TX 79103.

Agenda Item Summary

This bid is for the construction contract to Panhandle Steel Buildings, Inc. for the construction and modification of the Transfer Station Catwalk located at 800 S.E. 23rd Avenue in Amarillo, TX 79103. The existing catwalk has deteriorated in some areas which is a safety hazard that must be resolved.

Requested Action

Approval and award of the construction contract to Panhandle Steel Buildings, Inc. for the amount of \$104,826.00.

Funding Summary

This project is City of Amarillo funded. (City Account Numbers: 1432.68100 - \$23,878.15, 1432.68300 - \$77,110.39, 1432.68640 - \$900.00, 1432.68650 - \$900.00, 1431.52200 - \$2,037.46)

Community Engagement Summary

This project is City of Amarillo funded.

Staff Recommendation

Staff recommends approval of contract award to Panhandle Steel Buildings, Inc. to construct and modify the Transfer Station Catwalk located at 800 S.E. 23rd Avenue.

Bid No. 7057 Transfer Station Catwalk Modification
Opened 4:00 p.m. May 27, 2021

To be awarded as one lot PANHANDLE STEEL BUILDINGS INC

Line 1 Service Center Transfer Station
Replacement Construction and
Modification of the Transfer Station
Catwalk, per specifications

1 ea

Unit Price	\$104,826.000	
Extended Price		104,826.00

Bid Total		104,826.00
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Award by Vendor	\$104,826.00
City	Amarillo, TX



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 17, 2021	Council Priority	Fiscal Responsibility
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan P.E., C.F.M. <i>KTS</i>		

Agenda Caption

CONSIDER AWARD – Purchase of “e-builder” project management software annual subscription renewal for June 1, 2021 thru May 31, 2022.
e-Builder - \$87,604.30

Agenda Item Summary

Consider for approval the “e-builder” Project Management Software system annual subscription renewal for period of June 1, 2021 thru May 31, 2022. The Capital Projects and Development Engineering (CP&DE) department uses this software to manage construction projects throughout the City including development projects and capital projects for multiple departments and multiple funding sources. The software aids the CP&DE department with contract management, quality assurance and quality control, schedule tracking, and progress payment tracking. This software has been in use for approximately 3 years and because of this initial investment staff is recommending approval of this renewal subscription as the best value to the City.

Requested Action

Consider Authorizing City Manager to execute the new Master License and Services Agreement with e-Builder Inc., in the amount of - \$87,604.30

Funding Summary

Funding for this project is available in the Department Base Budget and was approved in the FY 20/21 City Budget.

Community Engagement Summary

This project will have a little impact on the community.

Staff Recommendation

City Staff is recommending approval and authorization of the Master License and Services Agreement.

Bid No. 7055 Purchase of E-Builder Software Subscription
Opened 4:00 p.m. May 28, 2021

To be awarded as one lot

E-BUILDERS INC

Line 1 Amarillo Ebuilder ENT Capital
Program Subscription Renewal, per
specifications

1 ea

Unit Price \$43,802.150

Extended Price 43,802.15

Line 2 Amarillo Ebuilder ENT Capital
Program Subscription Renewal, per
specifications

1 ea

Unit Price \$43,802.150

Extended Price 43,802.15

Bid Total 87,604.30

Award by Vendor
City

\$87,604.30

Plantation, FL



CITY OF AMARILLO, TEXAS
Vendor List For Quote 7055
PURCHASE OF E-BUILDER
SOFTWARE SUBSCRIPTION

Date Mailed _____

Date to Open 05/28/2021 4:00 PM

471073 E-BUILDER
1800 NW 69THAVE,SUITE 201
PLANTATIONFL 33313
Phones: 954 556-6701
FAX 954 792-5949

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 22, 2021	Council Priority	Transportation Systems
Department	Amarillo City Transit (ACT)		
Contact	Marita Wellage-Reiley, Transit Director		

Agenda Caption

CONSIDER APPROVAL – CONTRACT AGREEMENT BETWEEN THE CITY OF AMARILLO AND AREA AGENCY ON AGING OF THE PANHANDLE

(Contact: Marita Wellage-Reiley, Transit Director)

This item is the consideration of a Contract Agreement between the City of Amarillo and Panhandle Regional Planning Commission (PRPC), Area Agency on Aging of the Panhandle (AAA) to provide Amarillo City Transit (ACT)-Connect service to AAA clients. This agreement will provide reimbursement for 300 trips per month (estimated \$6,000 revenue monthly).

Agenda Item Summary

The PRPC, Area Agency on Aging of the Panhandle wishes to contract with ACT for ACT-Connect service. AAA clients will be integrated into regular Connect service improving productivity and providing funds that will be used by the City of Amarillo to match federal dollars. The local coordination of service maximizes the access and availability of transportation resources. The AAA Direct Purchase of Services from the City of Amarillo is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. Service will be provided on the same days and hours of ATC service.

Requested Action

To approve the Contract Agreement between the City of Amarillo and PRPC, Area Agency on Aging of the Panhandle (AAA).

Funding Summary

AAA will pay ACT on a per trip basis. No additional staff or vehicles will be required to provide the service. Both parties will benefit from braiding of federal funds.

Community Engagement Summary

ACT will work with AAA to inform, educate, and promote the new service delivery model to the citizen of Amarillo

Staff Recommendation

Staff recommends approval of the Contract for Transportation Services between the City of Amarillo and PRPC, Area Agency on Aging of the Panhandle (AAA), authorizing the City Manager to execute the contract.



AREA AGENCY ON AGING OF THE PANHANDLE CONTRACTOR AGREEMENT

The City of Amarillo, hereinafter referred to as Contractor, and Panhandle Regional Planning Commission's Area Agency on Aging of the Panhandle (AAA) do hereby agree to provide services effective beginning **July 1, 2021**, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Texas Department of Health and Human Services Commission (HHSC), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHSC's AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate provider.

NOW, THEREFORE, for and in consideration of the mutual promises and benefits stated herein, the parties now agree as follows:

1. SCOPE OF SERVICES

- A. The Contractor agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the completed contractor application, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service: Transportation Demand Response

Service Definition: Demand/Response - transportation designed to carry older individuals from specific origin to specific destination upon request. Older individuals request the transportation service in advance of their need, twenty-four hours and up to seven days prior to the trip.

Unit of Service: One, one-way trip.

Service Area: City limits of Amarillo, excluding the area East of Lakeside Drive.

One Way Trip: A client and an attendant (as required) boarding at the same origin going to the same destination

All Texas Administrative Code standards are located at the Texas Secretary of State website:
www.sos.state.tx.us.

All Older Americans Act and other required rules and regulations are located at http://www.aoa.gov/AoARoot/About/Authorizing_Statutes/index.aspx.

Targeting: AAA services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

B. Services & Reimbursement Methodology:

Service	Approved Unit Rate
Transportation D/R	\$21.00

2. TERMS OF AGREEMENT

A. The Contractor agrees to:

1. Provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. For Congregate Meals, Home Delivered Meals and Transportation Demand/Response providers only, contractor will provide standard documents concerning general release of information, medical/health related release (if necessary), client rights and responsibilities, voluntary contributions, and complaints/ grievances and appeals to all program participants. Service will not be authorized until these documents are reviewed and approved by AAA staff.
3. Submit billing with appropriate documentation as required by the AAA by the close of business on the **5th calendar day** of each month following the last day of the month in which services were provided.
 - a. If the **5th** day falls on a weekend or holiday, the information shall be delivered by the close of business on the following business day.
 - b. If a holiday falls between the 1st and the 5th calendar day of the month the reports shall be delivered by the 6th calendar day of the month.
 - c. The AAA cannot guarantee payment of a reimbursement request received for more than **31** calendar days of service delivery.
 - d. No reimbursement for services provided will be made if contractor payment invoices and supporting documentation are not correct and submitted to the AAA by the end of the month following the month in which services were provided.
4. Encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Contractor's financial reports if contributions are not required to be forwarded to the AAA. Contractor agrees to expend all program income to expand or enhance the program/service under which it was earned. (NOTE: The AAA does not require that program income be forwarded to the AAA, just copies of deposit slips.)
5. Notify the AAA within 24 hours if, for any reason, the Contractor becomes unable to provide the service(s).
6. Ensure that required insurance(s), certification(s), training(s) or license(s) do not lapse.
7. Provide the AAA, within 24 hours of agency's receipt, copies of changes, updates or renewals to board members, insurance, certificates, trainings and/or licenses.

8. Maintain communication and correspondence concerning program participants' status.
9. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
10. Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents shall be kept for a minimum of five years after close of contractor's fiscal year.
11. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).

B. The Contractor further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of 30 days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
3. Contractor acknowledges it is an independent provider, NOT an agent of the AAA. Thus, to the extent allowed by law, the Contractor indemnifies and holds harmless the AAA against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the AAA if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
4. Employees of the Contractor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the AAA agrees to:

1. Review program participant intake, assessment forms and any other required forms completed by Contractor, as required, determining program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. Provide timely written notification to Contractor of program participant's eligibility and authorization to receive services.
3. Maintain communication and correspondence concerning the program participants' status.
4. Provide timely technical assistance to Contractor as requested and as available.
5. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, Centers for Medicare and Medicaid Services exclusion reviews are conducted.
6. Contingent upon the AAA's receipt of funds authorized for this purpose from HHSC, reimburse the Contractor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within 15 business days of the AAA's receipt of the Contractor's invoice – providing such invoice includes all required attachments, is complete and accurate.

3. ASSURANCES

The Contractor shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
- G. Drug Free Workplace Act of 1988
- H. Texas Senate Bill 1 - 1991, as applicable
- I. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
- J. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect.
- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- L. HHSC (legacy DADS) Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

4. FOCAL POINT DESIGNATION

The Area Agency on Aging of the Panhandle (AAA) is designated by the Texas Department of Health and Human Services Commission (HHSC) to be the focal point for services to persons 60 or older in the Panhandle Area.

5. REQUIRED ATTACHMENTS

Please attached the following to the completed Contractor Agreement and Application

- Worker's Compensation Coverage (If General Liability policy does not cover bodily injury to employees working under Contractor contract)
- Agency Quality Assurance, Program Income, Client Confidentiality and Grievance Policy
- Outline of training program provided to workers providing service to AAA clients

6. 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 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.

7. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective **July 1, 2021.**

Authorized Contractor Signature

Print Name

Title

Date

Authorized PRPC/AAA Signature

Kyle Ingham_____
Print Name

Executive Director_____
Title

Date

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 22, 2021	Council Priority	Transportation Systems
Department	Amarillo City Transit (ACT)		
Contact	Marita Wellage-Reiley, Transit Director		

Agenda Caption

CONSIDER APPROVAL – CONTRACT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF AMARILLO AND PANHANDLE INDEPENDENT LIVING CENTER

(Contact: Marita Wellage-Reiley, Transit Director)

This item is the consideration of a Contract for Transportation Services between the City of Amarillo and Panhandle Independent Living Center (PILC) to provide Amarillo City Transit (ACT)-Connect service to PILC clients. This agreement will provide reimbursement for 100 trips per month (estimated \$2,000 revenue monthly).

Agenda Item Summary

The PILC wishes to contract with ACT for ACT-Connect service. PILC clients will be integrated into regular ACT-Connect service improving productivity and providing funds that will be used by the City of Amarillo to match federal dollars. The local coordination of service maximizes the access and availability of transportation resources. The PILC Direct Purchase of Services from the City of Amarillo is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (65 years of age or older) and individual with disabilities. Service will be limited to three hours a day Monday through Friday and nine hours on Saturdays.

Requested Action

To approve the Contract for Transportation Services between the City of Amarillo and Panhandle Independent Living Center.

Funding Summary

PILC will pay ACT on a per trip basis. No additional staff or vehicles will be required to provide the service. Both parties will benefit from coordinating service.

Community Engagement Summary

ACT will work with PILC to inform, educate, and promote the new service delivery model to the citizen of Amarillo

Staff Recommendation

Staff recommends approval of the Contract for Transportation Services between the City of Amarillo and Panhandle Independent Living Center, authorizing the City Manager to execute the contract.

CONTRACT FOR TRANSPORTATION SERVICES

This Agreement is hereby entered into and executed by and between Panhandle Independent Living Center, Inc., (PILC), a nonprofit organization, and the City of Amarillo, (COA), Texas, a municipal corporation. This Agreement is effective starting July 1, 2021.

NOW, THEREFORE, for and in consideration of the mutual promises and benefits stated herein, the parties now agree as follows:

ARTICLE 1. DEFINITIONS

1.3. Certain Definitions. As used in this Agreement, each of the following terms has the meaning given to it below:

“*ACT*” means Amarillo City Transit.

“*Affiliate*” means ACT and AAA.

“*Agreement*” means this Contract for Transportation Services.

“*AAA*” means Area Agency on Aging.

“*Claims*” means all losses, costs, liabilities, damages, and expenses (including court costs and fees and disbursements of counsel) incurred in connection with a Proceeding.

“*Effective Date*” means the date of July 1, 2021 after all of the parties required to sign this Agreement have signed and delivered the Agreement.

“*GAP Services*” means transportation service provided by COA to PILC due to location and/or route restrictions of ACT.

“*COA*” means City of Amarillo, 601 Buchanan, Amarillo, Texas 79104, and any and all agents acting directly or indirectly on its behalf.

“*PILC*” means Panhandle Independent Living Center, Inc., 417 W. 10th Ave., Amarillo, Texas 79101, and any and all Affiliates.

“*Proceeding*” means any threatened, pending, or completed action, suit, or proceeding, whether criminal, civil, administrative, arbitative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such action, suit, or proceeding.

“*TxDot*” means the Texas Department of Transportation.

“*Section*” means a section of this Agreement unless the text indicates otherwise.

1.2 Other Definitions; References to Definitions. Other terms defined herein have the meanings so given them. Each reference in this Agreement to a definition is a reference to a definition contained in this Agreement unless the context expressly provides otherwise.

ARTICLE 2. INDEMNITY AND INSURANCE

2.1. COA agrees to indemnify, defend, and hold harmless to the extent allowed by law:

- (a) **PILC AND ITS AFFILIATES, AS WELL AS THEIR PARTNERS, OWNERS, EMPLOYEES, AND AGENTS (“PILC INDEMNIFIED PARTIES”), IF ANY, FROM AND AGAINST ALL CLAIMS THAT THE PILC INDEMNIFIED PARTIES MAY INCUR AS A RESULT OF HAVING BEEN, BEING, OR THREATENED TO BE MADE A NAMED DEFENDANT OR RESPONDENT IN A PROCEEDING AS A RESULT OF THE CITY OF AMARILLO’S PERFORMANCE OF THE AGREEMENT, SPECIFICALLY INCLUDING CLAIMS BASED ON OR ARISING FROM THEIR SOLE, PARTIAL, OR CONCURRENT NEGLIGENCE.**
- (b) Any breach or violation by the COA of this Agreement.
- (c) Any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from COA’s negligent performance, **SPECIFICALLY AND INCLUDING CLAIMS BASED ON OR ARISING FROM THE INDEMNIFIED PARTY’S SOLE, PARTIAL, OR CONCURRENT NEGLIGENCE.**
- (d) Any negligent act or omission or willful misconduct on the part of COA or any of COA’s employees, representatives, subcontractors or agents.

2.2. PILC agrees to indemnify, defend, and hold harmless:

COA AND ITS OFFICIALS, STAFF, AFFILIATES, AS WELL AS THEIR PARTNERS, OWNERS, EMPLOYEES, AND AGENTS (“COA INDEMNIFIED PARTIES”) IF ANY, FROM AND AGAINST ALL CLAIMS THAT THE COA’S INDEMNIFIED PARTIES MAY INCUR AS

A RESULT OF BEING, OR THREATENED TO BE MADE, A NAMED DEFENDANT OR RESPONDENT IN A PROCEEDING AS A RESULT OF (A) ANY BREACH OR VIOLATION BY PILC OF THIS AGREEMENT; (B) ANY ACTUAL OR ALLEGED DEATH OR INJURY TO ANY PERSON, DAMAGE TO ANY PROPERTY OR ANY OTHER DAMAGE OR LOSS CLAIMED TO RESULT IN WHOLE OR IN PART FROM PILC'S NEGLIGENT PERFORMANCE; OR (C) ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT ON THE PART OF PILC OR ANY OF PILC'S EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS OR AGENTS.

**ARTICLE 3.
CHOICE OF LAW & VENUE**

3.1. This Agreement, and the application and interpretation thereof, will be governed exclusively by its terms and by the laws of the State of Texas. Any action, proceeding, or claim arising out of or relating to this Agreement commenced by either party and/or its affiliates must be litigated in Potter County, Texas.

**ARTICLE 4.
AGREEMENT**

4.1. Obligations of COA Amarillo City Transit (ACT).

- (a) COA's ACT shall provide GAP Service to PILC and its Affiliates in the geographic area consisting of the city limits of the City of Amarillo east of Lakeside.
- (b) COA's ACT shall accept clients from PILC and its Affiliates. ACT shall provide service to senior citizens over age 64 and citizens with disabilities who may or may not meet the strict definitions of disability as defined in the Americans with Disabilities Act.
- (c) COA's ACT shall provide GAP Service to PILC and its Affiliates as on an advanced reservation service as follows: Monday through Friday between the hours of 3:00 p.m. and 6:00 p.m.; and Saturday between the hours of 8:00 a.m. and 5:00 p.m.
- (d) COA's ACT shall provide same day GAP Service to PILC and its Affiliates between the hours of 8:00 a.m. and 5:00 p.m. Monday – Saturday if reservations for service are made at least two (2) hours in advance of travel on a space available basis.

- (e) COA's ACT shall accept reservations up to seven days in advance to its Call Center Monday through Saturday between the hours of 8:00 a.m. and 4:00 p.m. Clients needing service not provided by ACT will make reservations through ACT but service will be provide by a third party.
- (f) COA's ACT shall submit monthly activity reports to PILC for submission of program summaries and billing invoices to TxDOT. Invoicing shall be based upon the following criteria:
 - (i) Cumulative trips not to exceed monthly limits set by PILC.
 - (ii) Cumulative numbers of vehicles that Act provided GAP Service;
 - (iii) Vehicle operation cost;
 - (iv) Driver compensation; and
 - (v) Administrative billing support and scheduling.
- (g) COA shall also provide GAP Service for senior citizens and qualifying citizens who cannot obtain traditional transportation for any reason, including, but not limited to:
 - (i) Insufficient prior notification to traditional service provider; and
 - (ii) Any other reason that the traditional service provider cannot respond to a request.

4.2. Obligations of PILC.

- (a) PILC shall accept and administer COA monthly billing statements so long as such statements include provisions of service that PILC can objectively verify.
- (b) PILC shall prepare monthly program reports and invoices for submission to TxDOT
- (c) PILC shall remit payment to COA within ten days of PILC's receipt of reimbursement funds from TxDOT.
- (d) PILC shall take reasonable measures to promote community awareness and awareness among other local agencies of COA transportation services.

**ARTICLE 5.
MISCELLANEOUS**

5.1. Miscellaneous.

- (a) No modification to this Agreement shall be enforceable unless agreed to in writing by both parties.
- (b) 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 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.

**ARTICLE 6.
EXECUTION**

- 6.1.** For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective **July 1, 2021.**

CITY OF AMARILLO

**PANHANDLE INDEPENDENT
LIVING CENTER, INC.**

Printed Name

Printed Name

Signature

Signature

Title

Title

Date

Date

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 8, 2021	Council Priority	Infrastructure Initiative
Department	City Manager		
Contact	Floyd Hartman		

Agenda Caption

CONSIDER – Amendment No. 7 Professional Services Agreement with Rimkus Consulting Group, Inc. – Additional Services for Emergency Hillside Vitrified Clay Pipe Sewer Main – Project No. 521943, in the amount of \$50,000.00.

This item is to consider approval of the amendment to the professional services agreement, which includes additional services in the scope of work to conduct a risk assessment and provide the written report.

Agenda Item Summary

Previously, Rimkus Consulting Group, Inc. was selected under emergency procurement for the original design services of this project in November 2014. Previous addenda and the original contract included services, assessments, and consulting regarding the 30" vitrified clay pipe sewer main. With ongoing legal matters and requirements, Rimkus is tasked with conducting a risk assessment on remediation techniques for within the development.

Requested Action

Consider approval of amendment with Rimkus Consulting Group, Inc. in the amount of \$50,000.00 for execution by the City Manager.

Funding Summary

Funding for this project is available in the Project Budget Number 521943.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of the contract.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 22, 2021	Council Priority	Fiscal Responsibility
Department	Risk Management		
Contact	Wesley Hall		

Agenda Caption

Consider – Award Property Insurance to USI Southwest in the amount of \$2,081,994.03.

Agenda Item Summary

This is an insurance policy that indemnifies the City when damage occurs to City buildings and/or the contents of those buildings. The policy limit is \$100,000,000. Wind/Hail deductible is 5% TIV per occurrence minimum \$1,000,000.00. Deductible for all other perils is \$250,000.00

Requested Action

Consider for award the property insurance policy to USI Southwest.

Funding Summary

6300.15615

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of this contract.

PROPERTY INSURANCE
Opened 4:00 p.m. June 10,2021

To be awarded as one lot USI

Line 1 Property Insurance, per
specifications

1 ea

Unit Price \$2,081,994.030

Extended Price 2,081,994.03

Bid Total 2,081,994.03

Award by Vendor \$ 2,081,994.03

City El Paso, TX



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 22, 2021	Council Priority	Fiscal Responsibility
Department	Risk Management		
Contact	Wesley Hall		

Agenda Caption
Consider – Award Property Police Professional Liability Insurance to USI Southwest in the amount of \$151,327.00.

Agenda Item Summary
This is an insurance policy that provides liability coverage for police officers and police departments, in conjunction with acts, errors, and omissions while performing their professional duties. The policy has a \$100,000 self-retention/deductible with an aggregate limit of \$6,000,000.00.

Requested Action
Consider for award the Police Professional Liability insurance policy to USI Southwest.

Funding Summary
6300.15615

Community Engagement Summary
N/A

Staff Recommendation
Staff recommends award of this contract.

Law Enforcement Liability
Opened 4:00 p.m. June 10,2021

To be awarded as one lot USI

Line 1 Law Enforcement Liability Annual

Premium, per specifications

1 ea

Unit Price \$151,327.000

Extended Price 151,327.00

Bid Total 151,327.00

Award by Vendor

\$ 151,327.00

City

El Paso, TX



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 22, 2021	Council Priority	Economic Development and Redevelopment
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Department	Capital Projects & Development Engineering	Contact Person	Chris Ray, Resource Administrator
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Agenda Caption

CONSIDER SALE OF CITY OWNED PROPERTY – FORMER FIRE STATION NO. 9 LOCATED AT 3445 S. WESTERN

This item authorizes the City Manager to execute a contract and other necessary documents for the sale of former Fire Station No. 9 located at 3445 S. Western. The sales price for this property is \$401,000 minus closing costs.

Agenda Item Summary

In April of this year, the City executed a listing agreement with Gaut Whittenburg Emerson to list for sale the former Fire Station No. 9 located at 3445 S. Western. The 4,573 square foot building sitting on approximately .38 acres was originally listed at \$325,000.

This property was identified by city staff as surplus property likely to receive a competitive offer, if listed. By selling the property, the city will use the funds to defray expenses associated with construction of the new fire stations approved by the 2016 bond election. It would also bring in new property tax revenue by placing it back on the tax rolls.

The City has received multiple offers. The initial offer was submitted by High Plains Coffee, LLC for \$325,000. A second offer came from T-Property Holdings, LLC for \$350,000. The City currently has the highest offer to purchase the building and land for \$401,000 from High Plains Coffee, LLC minus closing costs.

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of the sale of former Fire Station No. 9 located at 3445 S. Western to High Plains Coffee, LLC in the amount of \$401,000.

EXCLUSIVE LISTING AGREEMENT (Right to Sell)

RE: Agreement regarding exclusive right to sell made by and between **City of Amarillo** and **Gaut Whittenburg Emerson Commercial Real Estate, L.L.C., Broker**, regarding the property known as **3445 S Western, Amarillo, Randall County, Texas**.

Legal Description: LOT W 60FT OF 5 & ALL OF 6, BLOCK 0021, PARAMOUNT TERRACE # 4 AMARILLO, RANDAL COUNTY, TEXAS

In consideration of the services to be rendered by Gaut Whittenburg Emerson Commercial Real Estate, L.L.C., (Broker), the Owner, hereby grants to Broker the exclusive right to sell the Property, subject to the following terms and conditions:

1. Owner hereby grants to Broker the sole and exclusive right and authority to sell the Property for a period commencing on the date hereof and ending on the date **Six (6)** months from effective date of this agreement.
2. Broker agrees to concentrate efforts to procure Buyer for the Property at such price and terms as are acceptable to Owner. The stated asking price shall be **\$350,000.00**. Broker shall have access to the Property during the term hereof, for the purposes of showing it to prospective Purchasers.
3. Broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, inconspicuous bold or underlined print set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act.

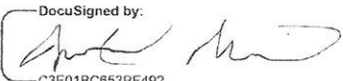
If the broker acts as an intermediary in a transaction:

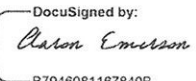
- a. shall treat all parties honestly;
 - b. May not disclose that the owner (seller) will accept a price less than the asking price unless authorized in writing to do so by the owner;
 - c. may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
 - d. may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by the Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.
4. In the event the Property is sold or leased during the term of this agreement, whether such sale be made by Broker or by Owners, or by any other person, Owner agrees and promises to pay Broker commission equal to **SIX (6%)** percent of the purchase price or gross lease amount at the closing of any such sale. Listing Broker may cooperate with other Broker's at Listing Broker's sole discretion.
 5. Owner agrees that they shall not execute any Contract of Sale or Lease Agreement with respect to the Property unless same shall provide for the payment of a commission to Broker.
 6. If during the protection period, (90 days after expiration of Listing Agreement), Owner sells or leases the Property to any person whose attention has been called to the Property by Broker, or any cooperating Broker, Owner agrees to pay Broker the above referenced professional service fee.
 7. Seller authorizes Broker to install a "For Sale" sign on the premises.
 8. Broker agrees to list the Property on the Amarillo Association of Realtors MLS for no less than 30 days.
 9. If a commission becomes due under this agreement and should the commission not be paid in a timely manner Broker reserves the right to exercise our full legal rights under the law including, but not limited to, placing a lien on the property.

If the foregoing reflects your understanding of our agreement, please so indicate on the space provided below and return one copy of the same to the undersigned.

Owner:
City of Amarillo

Broker:
Gaut Whittenburg Emerson Commercial Real Estate, L.L.C.

DocuSigned by:

Signed: _____
C3E01BC653BE492
By: Jared Miller, City Manager

DocuSigned by:

Signed: _____
B7946081167840B
By: Aaron Emerson, CCIM, SIOR

AGREED AND ACCEPTED this _____ day of 4/7/2021, 2021



Information About Brokerage Services

11-2-2015

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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



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

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

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

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

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

Gaut Whittenburg Emerson CRE	475878		806-373-3111
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Aaron Emerson CCIM, SIOR	477647	aaron@gwamarillo.com	806-373-3111
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/Associate	License No.	Email	Phone
Aaron Emerson, CCIM, SIOR	477647	aaron@gwamarillo.com	806-373-3111
Sales Agent/Associate's Name	License No.	Email	Phone
		4/7/2021	
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission
TAR 2501

Information available at www.trec.texas.gov

IABS 1-0

GAUT WHITTENBURG EMERSON CRE, 600 S. Tyler Ste 101, Amarillo, TX 79101
Charles Whittenburg

Phone: (806)373-3111 Fax:
Produced with zipForm® by zipLogix 18070 Filteon Mills Road, Fraser, Michigan 48026 www.ziplogix.com



COMMERCIAL CONTRACT - IMPROVED PROPERTY

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

Seller: City of Amarillo, Texas

Address: PO Box 1971, Amarillo, TX 79105-1971
Phone: (806)378-6200 E-mail: _____
Fax: _____ Other: _____

Buyer: High Plains Coffee, LLC dba Scooter's Coffee

Address: P.O. Box 724, Johnson City, KS 67855
Phone: (620)492-5229 E-mail: walker.spen@gmail.com
Fax: _____ Other: joseph.buron@scooterscoffee.com

2. **PROPERTY:**

A. "Property" means that real property situated in Randall County, Texas at 3445 S Western St, Amarillo, TX 79109-4437 (address) and that is legally described on the attached Exhibit _____ or as follows: West 60 feet of Lot 5 and all of Lot 6, Block 21, Paramount Terrace Unit #4, Amarillo, Randall County, TX.

B. Seller will sell and convey the Property together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____
Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)
(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing \$ 401,000.00
B. Sum of all financing described in Paragraph 4 \$ _____
C. Sales price (sum of 3A and 3B) \$ 401,000.00

(TXR-1801) 4-1-18 Initialed for Identification by Seller JS and Buyer S.G.W. Page 1 of 14

3445 S Western St, Amarillo, TX 79109-4437

Commercial Contract - Improved Property concerning _____

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- ☐ A. Third Party Financing: One or more third party loans in the total amount of \$ _____. This contract:
- ☐ (1) is not contingent upon Buyer obtaining third party financing.
- ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- ☐ C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$10,000.00 as earnest money with American Land Title Company (title company) at 7659 Greenways Village, Amarillo TX 79119 (address) Shawnee Gonzales (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- ☐ (ii) _____.
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

- A. Title Policy:
- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within 14 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

(TXR-1801) 4-1-18

Initialed for Identification by Seller JS M

and Buyer S.G.W. [Signature]

Page 2 of 14

Commercial Contract - Improved Property concerning 3445 S Western St, Amarillo, TX 79109-4437

B. Survey: Within 30 days after the effective date:

- ☒ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- ☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- ☒ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 5 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(TXR-1801) 4-1-18

Initialed for Identification by Seller SM and Buyer S.W. [Signature]

Page 3 of 14

Commercial Contract - Improved Property concerning 3445 S Western St, Amarillo, TX 79109-4437

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

7. PROPERTY CONDITION:

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

B. Feasibility Period: Buyer may terminate this contract for any reason within 45 days after the effective date (feasibility period) by providing Seller written notice of termination.

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

☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

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

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional 45 days by depositing additional earnest money in the amount of \$1,000.00 with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

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

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

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

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from

Commercial Contract - Improved Property concerning 3445 S Western St, Amarillo, TX 79109-4437

Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

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

- ☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- ☐ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- ☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
- ☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- ☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
- ☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- ☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- ☒ (j) a copy of the "as-built" plans and specifications and plat of the Property;
- ☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- ☐ (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- ☒ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- ☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- ☐ (p) _____

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

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

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

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

Commercial Contract - Improved Property concerning 3445 S Western St, Amarillo, TX 79109-4437

8. LEASES:

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
- (1) any failure by Seller to comply with Seller's obligations under the leases;
 - (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
 - (3) any non-occupancy of the leased premises by a tenant;
 - (4) any advance sums paid by a tenant under any lease;
 - (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
 - (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.
- B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

- A. The brokers to this sale are:

Principal Broker: Gaut, Whittenburg, Emerson
Commerical Real Estate
Agent: Aaron Emerson
Address: 600 S. Tyler Suite 101
Amarillo, TX 79101
Phone & Fax: (806)373-3111
E-mail: aaron@gwamarillo.com
License No.: 477647

Cooperating Broker: Shinall Group Commercial Real Estate
Agent: Brian Shinall
Address: 7826 Tarrytown Ave.
Amarillo, TX 79121
Phone & Fax: (806)584-3201
E-mail: bshinall@shinallgroup.com
License No.: 455283

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

Cooperating Broker represents Buyer.

- B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)
- ☒ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- ☐ (2) At the closing of this sale, Seller will pay:

Commercial Contract - Improved Property concerning 3445 S Western St, Amarillo, TX 79109-4437

Principal Broker a total cash fee of:	Cooperating Broker a total cash fee of:
<input type="checkbox"/> _____ % of the sales price.	<input type="checkbox"/> _____ % of the sales price.
<input type="checkbox"/> _____	<input type="checkbox"/> _____

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

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

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

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) ☒ 14 days after the expiration of the feasibility period.
 - ☐ _____ (specific date).
 - (2) 7 days after objections made under Paragraph 6D have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
 - (3) an assignment of all leases to or on the Property;
 - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) service, utility, maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
 - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
 - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
 - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;

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

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

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

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

This contract is contingent upon a rezoning of the property to General Retail as defined by the City of Amarillo, TX.

This Contract is contingent upon the approval of the Amarillo City Council on June 8, 2021.

^{DS}
J M

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

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

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

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

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.

(TXR-1801) 4-1-18

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^{DS}
J M

and Buyer

S.G.W.

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

- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

(TXR-1801) 4-1-18

Initialed for Identification by Seller

SM

and Buyer

S.G.W. The

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Commercial Contract - Improved Property concerning 3445 S Western St, Amarillo, TX 79109-4437

- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
 - (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

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

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

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

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;

(TXR-1801) 4-1-18

Initialed for Identification by Seller SM

and Buyer S.G.U. [Signature]

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Commercial Contract - Improved Property concerning 3445 S Western St, Amarillo, TX 79109-4437

- (3) any environmental hazards or conditions that materially affect the Property;
- (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
- (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
- (6) any wetlands, as defined by federal or state law or regulation, on the Property;
- (7) any threatened or endangered species or their habitat on the Property;
- (8) any present or past infestation of wood-destroying insects in the Property's improvements;
- (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
- (10) any material physical defects in the improvements on the Property; or
- (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

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

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

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

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: (Check all that apply.)
 - ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
 - ☐ (3) Commercial Contract Financing Addendum (TXR-1931);
 - ☐ (4) Commercial Property Condition Statement (TXR-1408);
 - ☐ (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - ☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
 - ☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (8) Addendum for Coastal Area Property (TXR-1915);
 - ☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - ☐ (10) Information About Brokerage Services (TXR-2501); and
 - ☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509); and
 - ☐ (12) _____

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

- E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

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

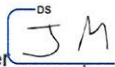
24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used*).

(TXR-1801) 4-1-18

Initialed for Identification by Seller



and Buyer

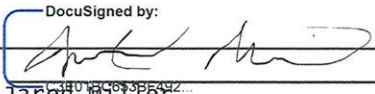

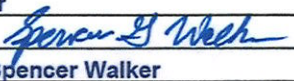


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- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.
26. **CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on May 31, 2021, the offer will lapse and become null and void.

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

Seller: <u>City of Amarillo, Texas</u>	Buyer: <u>High Plains Coffee, LLC dba Scooter's Coffee</u>
<hr/>	
By: 	By: <u>David Walker</u> 
By (signature): _____	By (signature): _____
Printed Name: <u>Jared Miller</u>	Printed Name: <u>David Walker</u>
Title: <u>City Manager</u>	Title: <u>President</u>
<hr/>	
By: _____	By: <u>Spencer Walker</u> 
By (signature): _____	By (signature): _____
Printed Name: _____	Printed Name: <u>Spencer Walker</u>
Title: _____	Title: <u>Vice President</u>

Commercial Contract - Improved Property concerning 3445 S Western St, Amarillo, TX 79109-4437

AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

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

☐ \$ _____, or
☒ 3.000 % of the sales price, or
☐ _____ % of the Principal Broker's fee.

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

Principal Broker: Gaut Whittenburg Emerson
Commercial Real Estate

Cooperating Broker: Shinall Group Commercial Real Estate

By: Aaron Emerson

By: Brian Shinall, Owner/Broker

ATTORNEYS

Seller's attorney: _____	Buyer's attorney: _____
Address: _____	Address: _____
Phone & Fax: _____	Phone & Fax: _____
E-mail: _____	E-mail: _____

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

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

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

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

ESCROW RECEIPT

The title company acknowledges receipt of:

☒ A. the contract on this day _____ (effective date);
☒ B. earnest money in the amount of \$ 10,000.00 in the form of _____ on _____.

Title company: American Land Title Company

Address: _____

By: _____

Phone & Fax: _____

Assigned file number (GF#): _____

E-mail: _____

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 22, 2021	Council Pillar	Fiscal Responsibility
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

RESOLUTION – AUTHORIZING REFUNDING OF CANADIAN RIVER MUNICIPAL WATER AUTHORITY SUBORDINATE LIEN CONTRACT REVENUE REFUNDING BONDS, SERIES 2012:
(Contact: Laura Storrs, Assistant City Manager)

This resolution authorizes the Canadian River Municipal Water Authority to issue refunding bonds to refund all or a part of the outstanding Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2012 (Conjunctive Use Groundwater Supply Project) (the "Series 2012 Bonds").

Agenda Item Summary

The Canadian River Municipal Water Authority has identified savings associated with the Series 2012 Bonds. As one of the member cities the City of Amarillo has been asked to authorize the refunding of the bond issue. City staff has met with CRMWA staff and reviewed the potential savings associated with the refunding and is recommending approval of the refunding.

Requested Action

Council consideration authorizing refunding of Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2012.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommendation is to authorizing refunding of Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2012.

RESOLUTION NO. _____

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

WHEREAS, the City of Amarillo, Texas (the "City") has entered into that certain Agreement for the Purchase and Acquisition of Conjunctive Use Groundwater Supply (the "Agreement") entered into as of May 15, 1996, as amended, with the Canadian River Municipal Water Authority (the "Authority"); and

WHEREAS, the Authority has entered similar agreements with each of the other cities that are members of the Authority (the "Member Cities"); and

WHEREAS, the Authority issued and has outstanding its Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2012 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2014 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2017 (Conjunctive Use Groundwater Supply Project); and Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2020 (Conjunctive Use Groundwater Supply Project); and

WHEREAS, at the present time the Authority desires to issue refunding bonds to refund all or a part of the outstanding Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2012 (Conjunctive Use Groundwater Supply Project) (the "Series 2012 Bonds") if market conditions justify refunding all, or a part of, the Series 2012 Bonds; and

WHEREAS, the Agreement provides for certain notice requirements before the Authority may issue Additional Bonds, as defined in the Agreement; and

WHEREAS, the refunding bonds are Additional Bonds under the Agreement; and

WHEREAS, timing constraints in the meeting schedules of the governing bodies of all Member Cities of the Authority to consider and approve refunding bonds may prevent the Authority from issuing refunding bonds in a timely manner to provide savings to the Member Cities; and

WHEREAS, if the market is such that the Series 2012 Bonds can be refunded, it is in the best interest of the City to waive certain notice requirements under the Agreement and consent to the issuance of the bonds to permit the Authority to refund all or a part of

the outstanding Series 2012 Bonds if a present value savings of at least 5.00% can be achieved; and

WHEREAS, if the market conditions justify the refunding of the Series 2012 Bonds, then the Authority desires to issue refunding bonds in a principal amount not to exceed \$21,000,000 to refund all or a part of the outstanding Series 2012 Bonds; and

WHEREAS the City agrees to the Authority's issuance of bonds as subordinate lien bonds to eliminate the need of a reserve fund;

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

SECTION 1. Should market conditions during calendar year 2021 justify the refunding of the Series 2012 Bonds, the City waives the notice requirements of Section 4.1(a) of the Agreement, and consents to the issuance of the Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2021 in a principal amount not to exceed \$21,000,000 to refund all or a part of the outstanding Series 2012 Bonds, subject to the requirement that the refunding bonds for the Series 2012 Bonds provide a present value debt service savings of at least 5.00%.

SECTION 2. That the City Secretary be and is hereby authorized to deliver certified copies of this Resolution and minutes pertaining to its adoption to the Authority in such numbers as may be requested for the Authority's records and proceedings.

[The remainder of this page intentionally left blank.]

PASSED, APPROVED AND ENACTED this _____, 2021.

Mayor, City of Amarillo, Texas

ATTEST:

City Secretary
City of Amarillo, Texas

[City Seal]

SEAL

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 22, 2021	Council Priority	Economic Development and Redevelopment
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Department	City Manager's Office	Contact Person	Andrew Freeman, Managing Director - Planning and Special Projects
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Agenda Caption

CONSIDER ENTERING INTO A PRE-DEVELOPMENT SERVICES AGREEMENT WITH GARFIELD PUBLIC/PRIVATE LCC FOR PROFESSIONAL SERVICES RELATED TO THE AMARILLO CIVIC CENTER COMPLEX:

This item authorizes the City Manager to execute a contract and other necessary documents for a pre-development services agreement with Garfield Public/Private LLC. The pre-development period costs are not to exceed \$494,200.

Agenda Item Summary

A public private partnership (P3) committee was formed in November 2020 to evaluate alternative options for the Civic Center Complex Project after the full costs of construction were not approved during the November 2020 bond election. The following is a timeline of the committee's work:

- **Committee formed November 2020 after election to research alternative options for the Civic Center project to move forward**
- **November 2020 – January 2021: researched various financial tools and met with five potential P3 partners**
- **February 2021: emailed request for written concepts and received four responses**
- **April – May 2021: met with each potential partner to discuss their concepts, with staff and community members involved**
- **June 8, 2021: introduced Garfield Public/Private LLC based out of Dallas as the recommended P3 partner to assist with the Civic Center project moving forward**

This item for June 22, 2021, is to consider entering into a pre-development services agreement with Garfield Public/Private LLC for their advice and counsel in connection with the planning, design, and construction of a project consisting of a modern arena, the rehabilitation and expansion of the Amarillo Civic Center Complex, the rehabilitation of the Santa Fe Depot, and associated parking facilities to serve the citizens and businesses of the City and the general public.

The pre-development scope of services includes multiple areas such as evaluation of the existing conceptual design; updating construction cost estimates; analyzing current Civic Center operations; third party review of environmental, geotechnical, and market studies; public and stakeholder engagement; and preparation of a public/private finance plan for the project. A final report will be presented to City Council at the conclusion of the pre-development services phase.

During the pre-development phase, the City and Garfield Public/Private LLC will also negotiate the terms and conditions of a professional services agreement (the "PSA") that will include professional development services in connection with (i) the funding, strategy and potential ownership structures for the Project; (ii) a business plan detailing the overall program, conceptual design, estimated development cost, development schedule, operating pro forma, and funding, operating and ownership alternatives for the Project; (iii) the development and construction of the Project through its opening date; and (iv) such other services necessary and incidental to the foregoing as the parties may reasonably approve. This professional services agreement would come to City Council at a later date for discussion and consideration.

Requested Action

Approve as presented

Funding Summary

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

PRE-DEVELOPMENT SERVICES AGREEMENT
AMARILLO CIVIC CENTER COMPLEX
Amarillo, Texas

This Pre-Development Services Agreement (“Agreement”) dated as of _____, 2021 (“Effective Date”), is entered into by and between the City of Amarillo, Texas (“City”) and Garfield Public/Private LLC, a Texas limited liability company (“GPP”), in connection with GPP’s advice and counsel (“GPP Services”) in connection with the planning, design, and construction of a project consisting of a modern arena, the rehabilitation and expansion of the Amarillo Civic Center Complex (“ACCC”), the rehabilitation of the Santa Fe Depot, and associated parking facilities to serve the citizens and businesses of the City and the general public (collectively the “Project”).

WHEREAS, on February 15, 2021, the City issued an informal request for ideas concerning the planning, design, construction, and commissioning of the Project; and

WHEREAS, on March 5, 2021, GPP submitted a response in reliance on Section 252.022 of Title 8, Subchapter B of the Texas Local Government Code to provide professional development services with regard to design, construction, financing, and operation of the Project; and

WHEREAS, the City and GPP wish to negotiate the terms and conditions of a professional services agreement (the “PSA”) that will include professional development services in connection with (i) the funding, strategy and potential ownership structures for the Project; (ii) a business plan detailing the overall program, conceptual design, estimated development cost, development schedule, operating pro forma, and funding, operating and ownership alternatives for the Project; (iii) the development and construction of the Project through its opening date; and (iv) such other services necessary and incidental to the foregoing as the parties may reasonably approve.

In consideration of the mutual promises and covenants herein contained, the parties agree as follows:

Section 1. Pre-Development Scope of Services and Schedule.

(a) The “Pre-Development Period” is the time from the Effective Date to delivery of the Final Report described in Section 1(h). City has provided or will provide to GPP any currently existing survey, studies, documents and agreements, plans and specifications, and other documents pertaining to the Project within 30 days of the Effective Date.

(b) During the Pre-Development Period, City and GPP will negotiate the terms of the PSA for the Project, and all other documents necessary to begin the design phase of the Project.

(c) GPP will coordinate, as appropriate, with the architectural firms currently advising the City (the “Architects”) with regard to a conceptual design package to include a building program, site plan, floor plans, elevations, section drawings, renderings, with architectural and engineering narratives (“Conceptual Design”) for the Project.

(d) GPP will engage a general contractor or construction cost consultant acceptable to the City ("Contractor") to collaborate with GPP in the preparation of a preliminary estimate of the total construction costs for the various parts of the Project based on the Conceptual Design, in sufficient detail to show construction costs, FF&E, OS&E, IT, soft costs and professional fees ("Preliminary Project Pricing"), and a project development and construction schedule from completion of the pre-development assessment period through Project opening ("Preliminary Project Schedule") with input as appropriate from the City, GPP and other team members. The form of contract shall provide protections to the City that are not substantially less than the protections in the comparable documents typically used by the City for similar projects in terms of size, scope and cost.

(e) GPP will work with the City staff operating the Amarillo Civic Center (Civic Center Operating Staff) to analyze the operations of the Civic Center and potential means of increasing revenue and reducing operating costs and associated impacts. Civic Center Operating Staff will be included in and provide input as to the Conceptual Design, the Preliminary Project Pricing and the Preliminary Project Schedule, and will provide input as to the Preliminary Project Operating Pro Forma described in Section 1(f) below. GPP will engage a third-party operator, acceptable to the City, that is experienced in the commercial operation of similar venues nationally (Third Party Operator), to provide technical services consulting services to assist in the development of the Conceptual Design, Preliminary Project Pricing, Preliminary Project Schedule, and Preliminary Project Operating Pro Forma. If desired by the City, GPP will direct the Third Party Operator to provide a term sheet for potential operation of the Civic Center by the Third Party Operator as an option for the City's consideration.

(f) If deemed necessary by the City, GPP will also engage third party consultants, approved by the City, to provide a geotechnical report and an environmental phase 1 report. The market study previously prepared for the City by HVS, which includes a profit and loss statement for the Project, including underlying assumptions of utilization, operating revenue, operating expenses, and net operating income ("Preliminary Project Operating Pro Forma"), will be updated to include the Third Party Operator's input, as set forth in Section 1(e) above.

(g) GPP will prepare a public/private plan of finance for the Project, or parts thereof, identifying anticipated sources of public and private capital funding and the anticipated amount of City participation to complete the Project capitalization ("Preliminary Capital Plan of Finance"). In developing the Preliminary Capital Plan of Finance, GPP will:

(i) Meet with the City to gain an understanding of its legal, political, and financial goals and constraints vis-à-vis ownership, governance, and capital funding/financing.

(ii) Identify preliminary potential legal, funding and financing structures for the Project. GPP will apply its resources and experience to determine the best possible financing structure consistent with the City's financial, political, and legal requirements.

(iii) Gain an understanding of any outstanding financing on the Project and/or other City projects and, working with the City finance staff, financial advisor and/or bond counsel, make

recommendations, if any, that may be beneficial to restructure any existing financing in connection with new financing that may be issued to fund the Project.

(iv). Review existing documents and policies related to naming rights, fundraising, premium seats/suites, catering and concessions agreements, pouring rights, and other contractually obligated income (COI) to understand current commitments. Make recommendations for modifications that may be considered to any such agreements for the benefit of the City.

(v) Make strategy recommendations intended to maximize revenue from fundraising, naming rights, and other contractually obligated income toward capital costs of new development, renovation, and/or expansion of the Project.

(vi) Work with the City and key stakeholders to perform an initial assessment of naming rights/fundraising potential.

Note that any third party legal, financial advisory, or bond underwriting/modeling fees or costs, if any, are not included in this proposal. The City will provide access to its financial director/finance staff, financial advisor and/or bond counsel as required, to work with GPP in the analysis of financing/funding structures, revenue streams, and instruments that may be a part of the overall Preliminary Capital Plan of Finance.

(h) GPP will use its good faith best efforts to deliver its final report on the Project (“Final Report”) to the City on or before December 31, 2021. The Final Report will consist of the Conceptual Design, the Preliminary Project Pricing, the Preliminary Project Schedule, a term sheet of an operating agreement with the Third Party Operator (if desired by the City), the Preliminary Project Operating Pro Forma, and the Preliminary Capital Plan of Finance. Notwithstanding anything to the contrary in this Section 1(h), in the event that the Final Report has not been delivered to the City on or before February 28, 2022, the City will have the right to terminate this Agreement and GPP will provide to the City all information it has developed to date in support of the Final Report.

(i) GPP will update the City on the status of its efforts relating to the Project on a monthly basis or more often if requested. The meetings may be held by conference call or in person.

Section 2. Development of the Project.

(a) Upon delivery of the Final Report the parties will conclude the negotiations of the PSA.

(b) If on or before March 31, 2022, the parties are unable to negotiate a satisfactory PSA, then this Agreement will automatically terminate and be of no further force and effect, and the City may formally end all negotiations with GPP.

(c) Prior to the execution of the PSA, the relationship between GPP and the City shall be governed solely by the terms of this Agreement.

Section 3. Costs.

City acknowledges that GPP will incur costs, as approved by City, in connection with the services of the Architects, Contractor, Third Party Operator and the other third-party consultants hereunder. The anticipated costs, with the City's approval, are shown on Exhibit A attached hereto and made apart hereof. City will pay such costs in accordance with the City's normal contract payment procedures. GPP will be paid the Developer Fee in the amounts and in accordance with the schedule as shown on Exhibit A, to cover a portion of its overhead costs hereunder. City will have the right to access and copy any documents supporting the services provided by GPP, Architects, Contractor, Third Party Operator and third-party consultants pursuant to this Agreement. GPP will retain for review by the City for a period of twenty-four (24) months following the termination of this Agreement the financial records and reports regarding the work performed by GPP and the Architects, Contractor, Third Party Operator and third-party consultants under this Agreement. All of the aforesaid costs and fees will be included in the final budget for the Project, to be subject to City approval.

Section 4. Additional Provisions.

(a) Term. This Agreement will be effective as of the Effective Date and expire upon the earlier of the execution of the PSA or March 31, 2022. Notwithstanding any provision of this Agreement to the contrary, this Agreement will be subject to termination upon a five (5) business day written notice at any time by either party. Upon termination or expiration of this Agreement, GPP will return to City any and all equipment, documents, or materials, and all copies made thereof, which GPP received from, and/or developed for, City for the purposes of this Agreement. Upon termination by the City for any reason other than a default by GPP under this Agreement, City will promptly pay GPP for any costs and fees incurred prior to the date of termination not to exceed costs and fees as outlined in Section 3 above.

(b) Property of City. It is agreed that the parties intend this to be a contract for services and each considers the products and results of the services included in the work to be rendered by GPP under this Contract (Work) to be a work made for hire. It is further mutually agreed that such products and results will become the property of the City once full payment for services is received by GPP, as provided in this Agreement. Immediately upon expiration or termination of this Agreement, the City will be entitled to, and GPP will deliver to the City, the Work and all other such materials as may have been prepared or accumulated to date by GPP in performing this Agreement, which are not GPP's privileged information, as defined by law, along with all other property belonging exclusively to the City which is in GPP's possession.

(c) Assignment. The City is relying on the experience, skill, judgment, and qualifications of GPP. GPP may not assign its rights nor delegate its obligations under this Agreement without the prior written consent of the City. Any attempted assignment or delegation by GPP will be void. GPP represents that the principals and responsible individuals of GPP for whom experience and background information has been provided to the City will maintain their roles with GPP.

(d) Insurance. GPP will provide insurance coverage in accordance with the City's insurance requirements as set forth in the "Certificate of Insurance Requirements," attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to the City, this Agreement may be terminated by the City, without penalty, on written notice to GPP. In addition, GPP will provide Professional Liability Insurance in the amount of One Million and No/100 Dollars (\$1,000,000.00) per claim for this Agreement's term.

(e) Representative. All day-to-day contacts with GPP will be made through Greg Garfield or, in his absence, Steve Galbreath, with a copy to Glenn Garfield of any written communication. All contacts with the City will be made through its representative, Andrew Freeman, or such other person(s) designated by the City in writing. Points of contact may be delegated by the parties, with notice to the other party.

(f) Notices. All notices and other communications hereunder will be in writing, will become effective when delivered to the addressee, and may be transmitted by certified mail (return receipt requested), overnight courier service, or other commercially reasonable and customary means, addressed to the party at the address listed below, or at such other address as the party will have furnished to the other party in writing.

If to the City:

City of Amarillo
601 S. Buchanan St.
Amarillo, Texas 79101
Attention: City Manager
Telephone: 806-378-3011

With copies to:

City of Amarillo
601 S. Buchanan St.
Amarillo, Texas 79101
Attention: City Attorney
Telephone: 806-378-6067

If to GPP:

Garfield Public/Private LLC
14911 Quorum Drive, Suite 380
Dallas, TX 75254
Attention: Greg Garfield
Telephone: 972-672-3308

With copies to:

Garfield Public/Private LLC
14911 Quorum Drive, Suite 380
Dallas, TX 75254
Attention: Daniel K. Hennessy, Esq.
Telephone: 469-607-1704

(g) Governing Law. This Agreement is a contract made under, and will be construed in accordance with and governed by, the laws of the United States of America and the State of Texas. Any actions concerning this Agreement will be brought in either the Texas State Courts of Potter County, Texas, or the United States District Court for the Northern District of Texas, Amarillo Division.

(h) Limited Waiver of Immunity. Notwithstanding anything to the contrary herein, the City and GPP hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Government Code. The City expressly authorizes the prevailing party in any adjudication involving the City to recover its reasonable and necessary attorney's fees as referenced in Section 271.159 of the Texas Local Government Code.

(i) Amendment and Waiver. A provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by GPP and the City. No course of dealing on the part of GPP or the City, nor any failure or delay by GPP or the City with respect to exercising any right, power or privilege pursuant to this Agreement, will operate as a waiver thereof, except as otherwise provided herein.

(j) Independent Parties. Nothing herein will be construed as creating a partnership or joint enterprise between the City and GPP. Furthermore, the Parties acknowledge and agree that the doctrine of respondeat superior will not apply between the City and GPP, nor between the City and any officer, director, member, agent, employee, contractor, subcontractor, licensee, or invitee of GPP.

(k) Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which will constitute the same agreement.

(l) Interpretation. This Agreement has been negotiated jointly by the Parties and will not be construed against a Party because that Party may have assumed primary responsibility for the drafting of this Agreement.

(m) Entire Understanding. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior agreements, whether written or oral, are deemed to be merged herein.

(n) Exemption Disclosure. Appendix A – Exemption Disclosure is attached hereto and incorporated herein by reference.

(o) Reinstatement. In the event the City were to decide at any time during the Pre-Development Period not to proceed with the Project and in the event the City were to decide, in its sole discretion, to move forward with the Project at a later date, on or before the second anniversary of the date of termination or expiration of this Agreement, the City and GPP covenant and agree to proceed in good faith to finalize and execute the PSA on terms and conditions reasonably acceptable to both the City and GPP.

This Agreement is entered into as of the Effective Date.

[Remainder of this page left intentionally blank. Signature page follows]

City of Amarillo, Texas

By: _____

Name: _____

Title: _____

Approved as to form: _____
City Attorney

Attest: _____
City Secretary

Garfield Public/Private LLC,
a Texas limited liability company

By: 

Name: GREG GARFIELD

Title: PRESIDENT

**APPENDIX A
EXEMPTION DISCLOSURE**

WHEREAS, The City of Amarillo, Texas ("City") has requested advice from Garfield Public/Private LLC, a Texas limited liability company ("GPP"), concerning possible financial structures for a public/private development within the State of Texas; and

WHEREAS, GPP is not an independent registered municipal advisor as described in SEC Rule 15 Bal - 1(d)(3)(vi) (the "Rule"), and

NOW, THEREFORE, City and GPP agree and disclose to each other as follows:

1. City acknowledges that any municipal entity that contemplates issuing any municipal financial securities as discussed in GPP's Work must employ the services of an independent registered municipal advisor, as described in the Rule, to advise it with respect to any aspects of the municipal financial product or issuance of municipal securities.

2. GPP hereby discloses in writing to City that GPP is not a municipal advisor and is not subject to the fiduciary duty set forth in section 15B(c)(1) of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4(c)(1)) with respect to the municipal financial product or issuance of municipal securities as discussed in GPP's Work.

3. City is strongly encouraged to assess the material incentives and conflicts of interest as discussed in the Rule.

4. GPP will provide a copy of this disclosure to any independent registered municipal advisor, if applicable.

Executed the _____ day of _____, 2021.

GARFIELD PUBLIC/PRIVATE LLC,
a Texas limited liability company

Acknowledged and Agreed,
City of Amarillo, Texas

By: 

By: _____

Name: GREG GARFIELD

Name: _____

Title: PRESIDENT

Title: _____

Exhibit A

Amarillo, Texas Arena and Civic Center Complex Project														
	PRE-DEVELOPMENT PERIOD											Total thru Pre-Development Period	Deferred Amount from Pre-Development Period (see note #1)	Total including Deferral
Billing Month	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21							
Land														
Land Earnest Money	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Additional EM S/Ext. Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Soft Costs														
Legal												\$ -	\$ -	
Arena	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 14,000	\$ -	\$ 14,000	
Convention	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 14,000	\$ -	\$ 14,000	
Architectural & Engineering :											\$ -	\$ -	\$ -	
Arena					\$ 10,000	\$ 10,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 70,000	\$ -	\$ 70,000	
Convention					\$ 10,000	\$ 10,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 70,000	\$ -	\$ 70,000	
Civil	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Early Demolition									\$ -	\$ -	\$ -	\$ -	\$ -	
Fire Life/Safety Review (Third Party)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Arena											\$ -	\$ -	\$ -	
Convention											\$ -	\$ -	\$ -	
Pre-Development Travel Direct Costs	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 11,200	\$ -	\$ 11,200	
Design Builder Pricing							\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 25,000	\$ -	\$ 25,000	
FF&E Oversight Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Benjamin West - Arena	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Benjamin West C.C.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Market Study Update	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Soil Report - geo tech - Arena							\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	
Soil Report - geo tech - C.C.							\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	
Topo Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Environmental							\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	
City Permit and Plan Check	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operator Tech. Services Fees			\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ -	\$ 30,000	
Construction Manager														
Arena							\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 5,000	\$ -	\$ 5,000	
Convention							\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 5,000	\$ -	\$ 5,000	
PDSA Contingency							\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 30,000	\$ -	\$ 30,000	
Sub-total Soft Costs	\$ 5,600	\$ 5,600	\$ 35,600	\$ 25,600	\$ 25,600	\$ 128,100	\$ 88,100	\$ 314,200	\$ -	\$ -	\$ -	\$ -	\$ 314,200	
Developer Fee:											\$ -	\$ -	\$ -	
Arena	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 20,000	\$ 90,000	\$ 30,000	\$ 120,000	\$ 120,000	\$ -	\$ 120,000	
Conference Center	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 20,000	\$ 90,000	\$ 30,000	\$ 120,000	\$ 120,000	\$ -	\$ 120,000	
Sub-total Developer Fee	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 40,000	\$ 40,000	\$ 180,000	\$ 60,000	\$ 240,000	\$ 240,000	\$ -	\$ 240,000	
Subtotal	\$ 25,600	\$ 25,600	\$ 55,600	\$ 45,600	\$ 45,600	\$ 168,100	\$ 128,100	\$ 494,200	\$ 60,000	\$ 554,200	\$ 554,200	\$ -	\$ 554,200	
TOTALS	\$ 25,600	\$ 25,600	\$ 55,600	\$ 45,600	\$ 45,600	\$ 168,100	\$ 128,100	\$ 494,200	\$ 60,000	\$ 554,200	\$ 554,200	\$ -	\$ 554,200	
CUMULATIVE TOTALS	\$ 25,600	\$ 51,200	\$ 106,800	\$ 152,400	\$ 198,000	\$ 366,100	\$ 494,200	\$ 494,200	\$ 554,200	\$ 554,200	\$ 554,200	\$ -	\$ 554,200	

NOTES

1. Deferred GPP fee of \$60,000.00 paid at execution of Professional Services Agreement or within 1 year of execution of this Pre Development Services Agreement.

SUBSECTION 2.04
CERTIFICATE OF INSURANCE REQUIREMENTS

Revised January 26, 2000

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide minimum insurance coverages as listed below, prior to the execution of the contract and maintain coverages, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the City. A certificate of insurance will be placed on file with the contracting department of the City of Amarillo prior to the execution of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
WORKERS' COMPENSATION - Coverage A	Statutory
EMPLOYERS LIABILITY - Coverage B	
Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000

NOTES:

Worker's Compensation insurance shall include a
Waiver of Subrogation in favor of the City of Amarillo

COMMERCIAL GENERAL LIABILITY:

Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products/Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

NOTES:

- 1) Coverage for explosion, collapse, & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City.

AUTOMOBILE LIABILITY:

Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000

NOTES:

- 1) Coverage must include all owned, hired and nonowned autos.
- 2) Coverage must include City of Amarillo as an additional insured.

**OWNER-CONTRACTOR PROTECTIVE POLICY FOR WATER, SEWER, STORMSEWER
OR PROJECTS WITH OVER HEAD CONSTRUCTION**

Each Occurrence	\$500,000
-----------------	-----------

In the event of any material change, non-renewal or cancellation of any policy, contractor's insurance company will give thirty (30) days actual prior written notice to the contracting department of the City of Amarillo for such changes or cancellation.

Bid/Proposal Pre-Award Checklist

Revised 5/14/2020

Proposal/Bid # _____

Bid Opening Date _____

Bid Name _____

Award Amount \$ _____

Recommended Vendor
(One form for each vendor)

Garfield Public / Private LLC

NIGP _____

Previous Bid _____

Item

Checked By



Insurance Check

Initial

[Signature]



Proof of Advertisement (Affidavit Attached)

Initial

[Signature]



Federal Debarment Check (Copy Incl.)

Initial

[Signature]



State Debarment Check (Copy Incl.)

Initial

[Signature]



City Excluded Parties List Check

Initial

[Signature]



Potter/Randall Delinquent Tax Check (Copy Incl.)

Initial

[Signature]



Positive Assurance "No Award" Clause Received

Initial

[Signature]



Job Number _____ Give Copy to Accounting

Initial

[Signature]



Davis - Bacon 10 Day Wage Decision

Initial

[Signature]



If Pre-Bid Contract Award, Verify Contract Item

Initial

[Signature]



Federal & State Grant, Bid Certifications signed

Initial

[Signature]



By-Pass Low Bidder Letter

Initial

[Signature]



Delinquent List/Landfill

Initial

[Signature]



House Bill 1295

Initial

[Signature]



House Bill 89

Initial

[Signature]



Senate Bill SB 252 Designated Foreign Terrorist Organizatio

Initial

[Signature]

REST DAUG

Verified by

6-17-21

Date



SAM.gov Maintenance Downtime

Jun 16, 2021

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Federal Organizations

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Sort by

Relevance

Garfield, Town of Active

DUNS Unique Entity ID
124784047

SAM Unique Entity ID
XKEYJS4VWEL5

CAGE Code
5HA41

Physical Address
405 W California St, Garfield, WA 99130 USA

Entity Registration

Expiration Date
Feb 16, 2022

Purpose of Registration
Federal Assistance Awards

City Of Garfield Arkansas Active

DUNS Unique Entity ID
080160986

SAM Unique Entity ID

Entity Registration

Expiration Date
Oct 30, 2021

Purpose of Registration

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Last updated: 8/17/20

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1760677671800	Texas Code Blue 5550 Eastex Fwy, Suite # L Beaumont, TX 77708-5300	October 24, 2016	5 Years

Updates through April 2, 2021

As of January 2021, the following vendors have either failed to comply with their contracts or are serving as a board member and have been debarred from doing business with the City of Amarillo, Texas for the period of time indicated.

Please review the attached list and submit your bid accordingly

JOHN CRUZ

EXPIRATION DATE: WHEN TAX DELINQUENCY
HAS BEEN SETTLED.

CINDY LOMELI (CONSTANCE)

CITY EMPLOYEE

UNABLE TO FILL PURCHASE ORDER

EXPIRATION DATE: REVIEW AFTER 5 YEARS
AUGUST 15, 2024

VENDOR WILL NOT ACCEPT THE CITY'S TAX EXEMPT CERTIFICATE
This is both local store and online EXPIRATION DATE : REV

EXPIRATION DATE : REVIEW AFTER 5 YEARS
NOVEMBER 13, 2025

VENDOR WILL NOT WORK WITH THE CITY ON SETTING UP ONE ACCOUNT FOR ALL USERS
EXPIRATION DATE: REVIEW AFTER 5 YEARS
NOVEMBER 13, 2025

Property Search

Compound Text Search

GARFIELD PUBLIC



NO AWARD TO DEBARRED OR SUSPENDED VENDOR'S ASSURANCE

Revised 8/29/2019

NOTE: The City will not award a contract to any contracting entity or any officer, principal or member of an entity making a bid or proposal that:

1. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government entity may be considered ineligible to be awarded a contract by the City of Amarillo.

2. Within the three-year period preceding any bid or proposal convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph two.

4. Within the five year period preceding a bid or proposal to the City had any public transactions, or contracts (Federal, State, or Local) terminated for cause or default.

5. Within the five year period preceding a bid or proposal to the City had in the course of any public transactions (Federal, State, or Local) forfeited, payment or a performance bond on any contracted job.

6. Is involved in any kind of litigation against the City without the express written permission of the City.

7. Refuses or fails to comply with City Policies and Procedures by starting any work without proper authorization from the Purchasing Department in writing and in hand prior to the commencement of the job or project.

8. Knowingly or unknowingly assists or facilitates any employee of the City in avoiding or circumventing any City Purchasing Policy or Procedure.

9. During the course of any job or contract, any of the above described events occur and the contractor may thereby become ineligible for public transactions with any Federal, State or Local agency, then the City may take any steps it considers necessary to insure the timely and successful completion of the pending contract. This may include anything from additional monitoring and reporting requirements up to suspension and removal of a contractor or subcontractor from a jobsite.

INSTRUCTIONS: (A) This document must be signed by a person authorized to legally bind the entity making a bid or proposal. By signing this form the bidder acknowledges that it has read this entire document and certifies that none of the above exclusions apply to the entity or its principals, officers, or members. Failure to return this executed document with submitted bid documents may cause the bid to be deemed as unresponsive. (B) The City reserves the right to waive or modify as to a particular party, bid, or proposal due to either (i) mitigating circumstances surrounding any type of event or condition described above or (ii) a paramount need of the City as determined by the City for business reasons. (C) **The Federal Excluded Parties List and the City's Excluded Parties List must be verified by the Purchasing Department and the recommended vendor must be declared eligible prior to any award.**

Signed  Title PRESIDENT

Company GARFIELD PUBLIC/PRIVATE LLC Date 6/16/21

DELINQUENT BUILDING SAFETY June 15, 2021							
ACCT #	BUSINESS NAME	AMOUNT	INVOICE DATES				
170743	BLACKMON-MOORING	51.00	2/21				
171211	ALLENS TRI STATE MECH	6,719.78	3/21-4/21				
171230	C B PLUMBING	371.26	3/21-4/21				
171279	LARRYS HTG & AIR	1,740.00	2/21-4/21				
171326	RON'S PLBG	65.00	3/21				
171427	SHREINER PLUMBING	7,759.45	03/16-05/16				
171467	PARADISE BUILDERS	475.20	3/21-4/21				
171471	G E CONSTRUCTION	88.00	03/15-05/15				
171602	LLANO CONSTRUCTION CO LLC	351.93	3/21				
171611	BIG STATE REMODELING INC	1,227.08	11/13-01/14	**ALSO OWES LANDFILL \$89.00**			
171614	BLUE HAVEN HOMES LTD	1,530.00	3/21				
171625	AMARILLO ROOFING	1,070.00	09/14-11/14				
171647	A-TEAM PLUMBING	760.00	10/14-12/14				
274349	RAINBOW SPRINKLER REPAIR	50.00	12/20				
313342	AQUA SPRINKLERS	50.00	8/18				
319436	AMARILLO INTEGRATED	40.00	07/12				
349775	UPCHURCH HEATING & AIR	180.00	3/21				
349847	CARNES & COMPANY/ ROBERT CARNES REMODEL	220.00	01/14-04/14				
351366	CREATIVE HOME SOLUTIONS, LLC	75.00	3/21				
351656	COX IRRIGATION	580.00	07/18-10/18				
355443	KYLE NORTHRUP INC	344.00	07/16-09/16				
357621	WEST TEXAS LANDSCAPING OF AMARILLO LLC	580.00	12/13				
360070	PANHANDLE MECHANICAL CONTRACTORS	152.00	3/21-4/21				
360598	THOMAS CONSTRUCTION	2,801.30	3/21-4/21				
360599	ROD BOWERS CONSTRUCTION INC	50.00	1/21				
361349	APEX PLUMBING HEATING & AIR LLC	51.00	3/24				
362775	PANHANDLE LAWN & SPRINKLER	330.00	02/19-4/19				
364133	A PLUMBING & SERVICE	880.00	10/12-12/12				
368600	LEE TAYLOR GENERAL CONTRACTOR	274.00	3/21-4/21				
370908	BLUE PLUMBING	888.00	05/16-06/16				
370942	HOMEN CONSTRUCTION	219.99	11/18				
375943	HALSTED ELECTRIC	60.00	12/18				
378776	ELECTRIC 1	720.00	06/14-08/14				
380971	F & L CONTRACTOR SERVICE	1,605.00	10/11-1/12				
382071	MR RESTORE.COM	76.10	3/21				
382073	CUSTOM OUTDOOR LIVING	125.00	05/11				
382560	BRENT KING CUSTOM HOMES LLC	50.00	10/19				
383775	ONE TOUCH ROOFING	50.00	3/20				
386540	GRAND PEEKS ELECTRIC INC	114.00	5/20				
387267	J & J CONSTRUCTION	150.00	8/19-9/19				
388655	ABSOLUTE SPRINKLER & LAWN	750.00	11/10-01/11				
388993	HUMPHREY & ASSOCIATES	40.00	04/15				
390273	TWINS IRRIGATION & PLUMBING	165.00	3/21				
398293	INFINITY RESTORATION/EXTERIORS	260.00	08/14-10/14				
402613	FREITAS CONSTRUCTION COMPANY	50.00	4/20				
404197	AIRTECH HEAT AND AIR	290.00	3/17				
408508	BRAD RIDLING ELECTRIC CO	100.00	04/18				
410919	TEXAS PREMIER LANDSCAPE	300.00	6/19				
410930	CLIFTON BUILDERS, LLC	398.00	3/21				
418399	WOODMAN OUTDOOR	50.00	3/21				
419649	ACCURATE PLUMBING	640.00	06/16-07/16				
422932	DIAMOND ELECTRICAL ENTERPRISES	51.00	3/21				
425054	HOMESTEAD INTEGRITY LLC	830.00	07/13-08/13				
426509	LUCERO ELECTRIC	80.00	04/14				
427041	4L FENCING & METAL BUILDING CONSTRUCTION	309.00	08/13-10/13				
428189	AMARILLO COMFORTZONE HEAT & AIR LLC	180.00	3/21-4/21				
429601	RAN GAR BUILDER AND ROOFING INC	2,120.00	09/14-09/15				
429629	RODZ ROOFING	695.00	06/14-08/14				
429634	ESSARY CUSTOM EXTERIORS	230.00	12/13-02/14				
429698	BUSH ROOFING & RESORATION CO	480.00	03/14				
429826	SHUFF CONSTRUCTION INC	50.00	6/19				
430226	CANOPY CONSTRUCTION	1,080.00	03/14				
430368	JWJ ROOFING AND CONSTRUCTION LLC	820.00	11/13-09/14				
430382	SUSTAINABLE EDGE CONSTRUCTION	460.00	8/18				
430720	DIAMOND B ROOFING	280.00	03/14				
430727	WBI GENERAL CONTRACTORS	120.00	2/21				
430733	CIRCLE A ROOFING	800.00	03/14, 10/14	*NEED UPDATED ADDRESS*			
430734	SHAUN OWINGS ROOFING	100.00	10/14				
430907	MARSHALL ROOFING	4,070.00	11/13-06/14				
431105	NATIONS RENOVATIONS	160.00	02/14-04/14				
431268	TX CANON CONSTRUCTION	235.00	06/14, 10/14				
431270	BLACK DIAMOND ROOFING	370.00	08/13-03/14				
431365	RIGHT FIT CONSTRUCTION	675.00	08/13-09/13				
431425	PM CONSTRUCTION & ROOFING	90.00	07/13-08/13				
432340	BLUE DIAMOND ROOFING	100.00	09/13-10/13				

433097	DANAKEN CONTRACTORS	240.00	12/18				
433168	TEXAS OASIS LANDSCAPE AND IRRIGATION	210.00	12/14				
433429	EMANUEL AUTOS	236.00	11/13-12/13				
433625	R & R QUALITY PLUMBING & A/C	50.00	9/20				
433626	E6 PLUMBING	160.00	10/13-12/13				
434057	CABELLOS ROOFING	140.00	04/14				
434153	G & G YARD & TRACTOR SERVICE INC	50.00	12/19				
435702	SLS LANDSCAPE SERVICES LLC	490.00	02/14-04/14				
437071	LAWNSCAPES SPRINKLER CO	900.00	01/15				
437777	DOMESTIC BUILDERS GENERAL CONTRACTOR INC	50.00	08/14				
439566	HOMEMAKERS & HANDYMEN	120.00	02/16-03/16				
440809	PREMIER HEATING AND AIR	110.00	10/17				
440848	INTEGRITY SHIELD	170.00	04/15				
442380	ELECTRIC PROS	60.00	08/15				
442993	FLUHMANN OUTDOOR INC	240.00	3/21				
443216	ROBINSON LANDSCAPE	50.00	11/19				
443563	MARANATA CONSTRUCTION	120.00	3/21-4/21				
444982	HOMES BY FOX GUINN LLC	150.00	3/21-4/21				
444984	DSL ELECTRIC LLC	40.00	01/17				
444986	RICKY SALDIVAR ROOFING	120.00	9/20				
449632	CB ELECTRIC LLC	65.00	3/21				
449947	DMMF LLC	855.00	4/17				
450116	AMARILLO GRASS MASTERS	1,500.00	3/21-4/21				
450304	CKP CONSTRUCTION	1,365.00	3/21-4/21				
450335	MARTINEZ ALBERTO	50.00	8/19				
451007	AMARILLO DREAM POOLS	1,442.00	04/17-06/17				
451340	JD CONSTRUCTION	60.00	6/16				
451342	TODD THE BUILDER	50.00	02/19				
452451	SHREINER HOME COMFORT	2,558.00	3/21-4/21				
454473	CMR CONSTRUCTION	76.10	1/21				
454603	JMV DIAMOND CONSTRUCTION LLC	553.26	3/21-4/21				
456195	AMARILLO'S FINEST PLUMBING	2,098.00	3/21-4/21				
456197	LONESTAR LAWN & LANDSCAPE	430.00	08/16				
456408	M & B PLUMBING LLC	1,680.00	10/16-1/17				
457776	BRISTOW AIR	165.00	3/21-4/21				
458266	THRIVE LANDSCAPE	1,880.00	04/18-07/18				
460207	SANCHEZ ISAIAS	50.00	8/18				
460865	SHELTON PLUMBING	100.00	11/17				
460954	LAMBERT ELECTRIC LLC	100.00	10/18				
461396	BRENT PROPERTIES LLC	51.00	3/21				
461813	JP'S PAINTING & REMODELING	120.00	03/18-05/18				
462446	K S E PLUMBING	195.00	2/21-3/21				
463363	TEXAS PLAINS ROOFING LLC	120.00	3/21				
463544	GUARANTEED ROODING AND CONSTRUCTION	50.00	1/19				
464321	REED WACKERS LAWN CARE	140.00	6/19-7/19				
466443	PANHANDLE PLUMBING	470.00	02/19-04/19				
467299	RTL CONSTRUCTION	35.00	1/19				
467407	ALEX'S PLUMBING SERVICE	120.00	03/18				
468047	FREEZING ROLL ICE CREAM	50.00	04/18				
468380	YELLOW CITY RENOVATIONS	60.00	3/21				
468436	FIRST CLASS REMODELING	320.00	5/19-6/19				
468611	CRAFTCO EXTERIORS LLC	60.00	12/18				
468736	ELITE ELECTRICAL CO	116.00	1/21				
469315	TASCOSA ROOFING	119.20	3/20				
469786	POOL CREATIONS OF NM	1,413.90	3/21-4/21				
470062	CANTON RESIDENTIAL ROOFING	160.00	3/21				
472135	PNC ELECTRICAL SERVICES	281.00	2/21-3/21				
473878	4D HOMES LLC	45.00	6/20				
474240	GONZALEZ CONSTRUCTION	127.10	3/21				
474427	KINZLER ELECTRICAL CONTRACTOR	40.00	5/19				
475016	PHOENIX PLUMBING SERVICE	100.00	10/20-11/20				
475017	THOMPSON ROOFING	60.00	9/19				
475633	ROSALES ELECTRIC CO	40.00	7/19				
476270	J & S PLUMBING SERVICE	100.00	3/21				
476274	PRECISION TURN KEY INC	120.00	10/20				
477658	4G ELECTRICIAN	51.00	3/21				
477705	PLUNKS LANDSCAPE & CONSTRUCTION INC	130.00	3/21				
478081	RESCOM	1,257.30	2/21-3/21				
478447	DANIELS REAL ESTATE HOLDINGS	51.00	3/21				
479358	MILLER ELECTRIC COMPANY	51.00	3/21				
479542	HAPPY HILL'S SERVICES LLC	50.00	5/20				
480286	J ETHERIDGE MANAGEMENT SERVICES	251.00	3/21-4/21				
	TOTAL DELINQUENT	75,489.95					
***	ACCOUNTS RECENTLY PUT ON HOLD						
***	OLD ACCOUNTS ON HOLD						

	DELINQUENT LANDFILL June 15, 2021							
ACCT #	BUSINESS NAME	AMOUNT	INVOICE DATES					
170868	WESTERN FENCE CO	29.40	9/18					
170963	SPS RECORDS CENTER	101.44	7/20					
171433	TIDWELL ROOFING & WATERPROOF	21.76	9/20					
171599	DON MASON BUILDERS INC	656.22	9/20-11/20					
171611	BIG STATE REMODELING INC	89.00	12/13-1/14	*OWES BUILDING SAFETY \$1227.08*				
289368	PERRY WILLIAMS INC	237.86	3/21-4/21					
331428	ROCKWALL CONSTRUCTION	71.40	02/19					
349601	TASCOSA BUILDERS	102.50	04/09-08/10					
	TOTAL DELINQUENT	1,309.58						
171625	AMARILLO ROOFING	ACCT CLOSED						
170742	GREGORY NICKERSON	ACCT CLOSED						

CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
			1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Garfield Public/Private LLC Dallas, TX United States			Certificate Number: 2021-767731	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Amarillo			Date Filed: 06/16/2021	
			Date Acknowledged:	
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 20210616PDSC Real Estate Development & Finance Services for the proposed Amarillo Civic Center Complex				
4 Name of Interested Party		City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
Hennessy, Daniel		Dallas, TX United States	X	
Garfield, Raymond		Dallas, TX United States	X	
Garfield, Greg		Dallas, TX United States	X	
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 UNSWORN DECLARATION				
My name is _____, and my date of birth is _____.				
My address is _____, _____, _____, _____, _____. (street) (city) (state) (zip code) (country)				
I declare under penalty of perjury that the foregoing is true and correct.				
Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year)				
_____ Signature of authorized agent of contracting business entity (Declarant)				

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
		1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Garfield Public/Private LLC Dallas, TX United States		Certificate Number: 2021-767731	
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		Date Acknowledged: 06/17/2021	
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 20210616PDSC Real Estate Development & Finance Services for the proposed Amarillo Civic Center Complex			
4 Name of Interested Party		City, State, Country (place of business)	
		Nature of interest (check applicable)	
		Controlling Intermediary	
Hennessy, Daniel		Dallas, TX United States	
		X	
Garfield, Raymond		Dallas, TX United States	
		X	
Garfield, Greg		Dallas, TX United States	
		X	
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____.			
My address is _____, _____, _____, _____, _____.			
(street) (city) (state) (zip code) (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____.			
(month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			

REQUIRED VERIFICATION OF VENDOR'S

ANTI-ISRAEL BOYCOTT AND ANTI-TERRORISM COMPLIANCE STATUS

Effective September 1, 2017 State Legislature amended the Texas Government Code, Chapters 2270 and 2252, relating to certain governmental contracts. These statutes prohibit a state agency or political subdivision (such as a municipality) from entering into a contract *for goods, services, or general construction*, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel;
- (2) will not boycott Israel during the term of the contract; and
- (3) does not do business with persons or companies which are known to have contracts with or provide supplies or services to Iran, Sudan, or entities listed as a foreign terrorist organization on a list maintained by the Texas State Comptroller (unless such person or company is excluded from federal sanctions relating to Iran, Sudan, or any other foreign terrorist organization).

In order to be a responsive bidder for the City of Amarillo a representative of your organization that is legally able to bind your company must sign, date, and return to the City of Amarillo, to verify that your company is in compliance with the two statutes described above.

Signature: _____

Title: _____

Company: _____

Date: _____

List of Designated Foreign Terrorist Organizations Pursuant to Texas Government Code Chapter 2270

Organization

Abdallah Azzam Brigades (AAB)
 Abu Sayyaf Group (ASG)
 Al-Aqsa Martyrs Brigade (AAMB)
 al-Ashtar Brigades (AAB)
 al-Mulathamun Battalion (AMB)
 al-Nusrah Front
 al-Qa’ida (AQ)
 al-Qa’ida in the Arabian Peninsula (AQAP)
 Al-Qa’ida in the Indian Subcontinent
 al-Qaida in the Islamic Maghreb (AQIM)
 al-Shabaab
 Ansar al-Dine (AAD)
 Ansar al-Islam (AAI)
 Ansar al-Shari’a in Benghazi
 Ansar al-Shari’a in Darnah
 Ansar al-Shari’a in Tunisia
 Ansaru
 Army of Islam (AOI)
 Asa’ib Ahl al-Haq (AAH)
 Asbat al-Ansar (AAA)
 Aum Shinrikyo (AUM)
 Basque Fatherland and Liberty (ETA)
 Boko Haram
 Communist Party of the Philippines/New People’s Army (CPP/NPA)
 Continuity Irish Republican Army (CIRA)
 Gama’a al-Islamiyya (Islamic Group – IG)
 HAMAS
 Haqqani Network (HQN)
 Harakat Sawa’d Misr (HASM)
 Harakat ul-Jihad-i-Islami (HUJI)
 Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
 Harakat ul-Mujahidin (HUM)
 Hizballah
 Hizbul Mujahideen (HM)
 Indian Mujahedeen (IM)
 ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)

Organization

ISIL-Khorasan (ISIL-K)
 ISIS-Bangladesh
 ISIS-DRC
 ISIS-Greater Sahara
 ISIS-Mozambique
 ISIS-Philippines
 ISIS-West Africa
 Islamic Jihad Union (IJU)
 Islamic Movement of Uzbekistan (IMU)
 Islamic Revolutionary Guard Corps (IRGC)
 Islamic State of Iraq and the Levant (formerly al-Qa’ida in Iraq)
 Islamic State of Iraq and the Levant’s Branch in Libya (ISIL-Libya)
 Jaish-e-Mohammed (JEM)
 Jama’at Nusrat al-Islam wal-Muslimin (JNIM)
 Jaysh al-Adl (formerly Jundallah)
 Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
 Jemaah Anshorut Tauhid (JAT)
 Jemaah Islamiya (JI)
 Kahane Chai (Kach)
 Kata’ib Hizballah (KH)
 Kurdistan Workers Party (PKK, aka Kongra-Gel)
 Lashkar i Jhangvi (LJ)
 Lashkar-e Tayyiba (LeT)
 Liberation Tigers of Tamil Eelam (LTTE)
 Mujahidin Shura Council in the Environs of Jerusalem (MSC)
 National Liberation Army (ELN)
 Palestine Islamic Jihad (PIJ)
 Palestine Liberation Front (PLF)
 PFLP-General Command (PFLP-GC)
 Popular Front for the Liberation of Palestine (PFLP)
 Real Irish Republican Army (RIRA)
 Revolutionary Armed Forces of Colombia (FARC)
 Revolutionary People’s Liberation Party/Front (DHKP/C)
 Revolutionary Struggle (RS)
 Shining Path (SL)
 Tehrik-e Taliban Pakistan (TTP)

Source: U.S. Department of State <https://state.gov/foreign-terrorist-organizations/>

Updated June 2021

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 22, 2021	Council Priority	Boards & Commissions
Department	City Secretary		
Contact	LeAnn Gallman, Interim City Secretary		

Agenda Caption
CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS
This agenda item would fill critical vacancies on Boards and Commissions.

Agenda Item Summary
Critical vacancies on Boards and Commission have been identified for your consideration. Packets were provided to you previously with applications of interested citizens.
Appointments for your consideration:
Audit Committee – 1 vacancy
Neighborhood Oversight Committee-1 vacancy
Local Government Corporation – 1 vacancy
Parks & Recreation Board – 3 vacancies
Construction Advisory & Appeals Commission – 1 vacancy
Animal Management & Welfare Board – 1 vacancy
Conventions & Visitors Bureau – 2 vacancies

Requested Action
Consider appointments to Boards and Commissions

Funding Summary

Community Engagement Summary

Staff Recommendation
Appoint members to Boards and Commissions.

Memo

June 9th, 2021

To: Mayor and Councilmembers

From: LeAnn Gallman, Interim City Secretary

Subject: Boards and Commissions

Boards and Commissions with critical vacancies have been identified for your consideration. The applications in your packet have been verified as still interested in serving. They are as follows:

- Audit Committee – 1 vacancy
Vacancy to be filled by a Councilmember
- Neighborhood Oversight Committee –1 vacancy
Vacancy to be filled by a Councilmember
- Local Government Corporation – 1 vacancy
- Parks & Recreation Board – 2 vacancies (3 vacancies/ Michael Kashuba)
- Construction Advisory & Appeals Commission – 1 vacancy
The vacancy on this board is the Insurance Fire and Casualty Recording Agent.
- Animal Management & Welfare Board – 1 vacancy
The recommendation is to fill this vacancy with a representative from the Texas Tech Veterinary School
- Conventions & Visitors Bureau – 2 vacancies
One of these vacancies is to be filled by a Councilmember.

The City of Amarillo, TX Boards & Commissions
Application Form

Profile

Coco (Colleen) L DUCKWORTH
First Name Middle Initial Last Name

cocoduckworth@gmail.com
Email Address

6703 SANDIE DR
Home Address

AMARILLO
City

Suite or Apt

TX
State

79109
Postal Code

Do you reside inside the Amarillo city limits?

Yes No

Are you currently a registered voter in Potter or Randall County?

Yes No

806-584-1510
Primary Phone Alternate Phone

ENCOURAGE CONSULTING, CEO
Employer Job Title

Which Boards would you like to apply for? You may apply for up to 3 Boards

- ☐ Advisory Committee For People with Disabilities
- ☐ Amarillo Economic Development Corporation
- ☐ Amarillo Health Facilities Corporation
- ☐ Amarillo Hospital District Board of Managers
- ☐ Amarillo Local Government Corporation
- ☐ Amarillo-Potter Events Venue District
- ☐ Beautification and Public Arts Advisory Board
- ☐ Center City Tax Increment Reinvestment Zone #1 Board of Directors
- ☐ Community Development Advisory Committee
- ☐ Condemnation Appeals Commission
- ☐ Construction Advisory and Appeals Commission
- ☒ Convention and Visitor's Bureau
- ☐ East Gateway Tax Increment Reinvestment Zone #2 Board of Directors
- ☐ Environmental Task Force
- ☐ Greenways Public Improvement District Advisory Board
- ☐ Library Advisory Board
- ☐ Parks and Recreation Board
- ☐ Pinnacle Public Improvement District
- ☐ Planning and Zoning Commission
- ☐ Point West Public Improvement District Advisory Board
- ☐ Traffic Advisory Board
- ☐ Zoning Board of Adjustment

Please specify any time constraints you may have:

Flexible

Would any special physical accommodations be necessary for you to participate in a meeting due to a disability?

☐ Yes ☒ No

If yes, please explain.

I authorize the release of my personal information.

☒ Yes ☐ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

Amarillo has been a wonderful place to grow up, raise a family, worship and build businesses. I'm honored at any chance to give back to my community.

Upload a Resume

Coco Duckworth

6403 Sandie Drive • Amarillo, Texas 79109

806.584.1510 • cocoduckworth@gmail.com

Career

CEO / Success Coach

Encourage Consulting

Amarillo, Texas

2003 - present

- Private business coaching for executives, leaders, entrepreneurs, and political candidates
- Group coaching for leadership, sales training, team building and professional development topics
- Workshops and seminars on professional development topics
- Keynote speaker, breakout session speaker

Entrepreneur-in-Residence

WTAMU Enterprise Center, Amarillo, Texas

September 2017 – present *(part-time)*

- Coaching and mentoring client companies of the WTEC business incubator on business building, designing processes, decision making, business models and strategic growth

Coaching Specialist / Sales and Marketing

WTAMU Enterprise Center, Amarillo, Texas

September 2014 – present

- Coaching WTEC clients on sales and marketing

Executive Coach

The Wright Track, Austin, Texas

2002 – 2003

- Executive and sales coach for the Texas region
- Phone coaching and field coaching

Education

Texas Tech University

Attended 1984-1988, studied Advertising and Mass Communications

Palo Duro High School

Graduated 1974 – DECA Student of the Year 1973-1974

**Highlights &
Achievements**

2017 Recipient of the Don Taylor Entrepreneur Excellence Award
Truly one of the career honors of my life. The late Don Taylor was a business and personal friend and mentor of mine, encouraged me to take up public speaking and writing, and inspired me to a life of mentoring. Don hired me for my first workshop presentation in 1996.

2017 Appointed an Entrepreneur-in-Residence at the WTAMU Enterprise Center

2017 Recipient of AWN's Career Achievement Award by Amarillo Women's Network

2015 Recipient of Woman in Leadership Award by the Amarillo Business Women

2015 Recipient of Top Class Member by the Randall County Sheriff's Office Citizen Academy

Mentoring

Currently mentor AACAL, high school students and Amarillo College students upon request and participate in mock job interviews at AC upon request.

Mentor WTAMU students in the Entrepreneurial Process and Launch class, listening and advising them on projects and presentations

2009-2014 – Co-leader and curriculum creator of a multi-generational woman's mentoring Bible study group called Sistergy – The Synergy of Sisters.

1998 Recipient of the AISD Heart for Kids Award – honoring my five years as a HOSTS (Help One Student to Succeed) mentor at Horace Mann Middle School

**Civic and
Volunteer
Service**

The 100 Club of the Texas Panhandle
2006-present
Founding member, board member and past president. Still love serving this organization.

Chair of the WTEC Enterprise Center Advisory Board
2009 – present

Amarillo Chamber of Commerce Communications Committee
2006 - present

Amarillo 101 – graduate 2017

Leadership Amarillo – graduate 2008

Chamber BBQ – founding committee, many fun years of service on this event

Past board positions: AWN (Amarillo Women's Network) board member, AAF (Amarillo Advertising Federation) board member, past

president, Amarillo Chapter Texas Association of Business, board member, past president, Amarillo Marketing Association, High Plains Food Bank, numerous other boards and fundraisers