

AMARILLO CITY COUNCIL REGULAR MEETING VIA VIDEO CONFERENCE NOTICE IS HEREBY GIVEN IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020.

A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, JUNE 9, 2020 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS BY VIDEO CONFERENCE (IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS ALSO CALLED "SOCIAL DISTANCING" TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19). THERE WILL BE NO PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE.

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

This Agenda, and the Agenda Packet, are posted online at:  
<https://www.amarillo.gov/city-hall/city-government/city-council>

The video meeting is hosted through Zoom. The meeting is broadcast on the City's website at: [www.amarillo.gov](http://www.amarillo.gov). The Zoom link to join the meeting is: <https://amarillo.zoom.us/j/330267295> and the conference bridge number for Zoom is: Telephone # 4086380968 when prompted for meeting ID enter: 330267295#. All callers will be muted for the duration of the meeting.

This meeting will be recorded and the recording will be available to the public in accordance with the Open Meetings Act upon written request.

*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:** Gene Shelburne, Anna Street Church of Christ

### **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. Please call in at 1:00 p.m. at Telephone # 4086380968 when prompted for meeting ID enter: 330267295#.

## **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. Drainage Utility Billing Update; and
  - D. 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 2, 2020.
- B. **CONSIDERATION OF ORDINANCE NO. 7856:**  
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)  
This item is the second and final reading to consider an ordinance rezoning of Lot 3A, Block 1, Sunset Addition Unit No. 4, in Section 171, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 to Office District 1. Applicant/s: Richard Crawford (Vicinity: Washington Street and Wolflin Avenue.)
- C. **CONSIDERATION OF ORDINANCE NO. 7857:**  
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)  
This item is the second and final reading to consider an ordinance rezoning of a 7.23 acre portion of Tract 112, Revised Map of Pleasant Valley, an addition to the City of Amarillo, in Sections 159 and 166, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 and Light Commercial District to Light Commercial District. (Vicinity: River Road and East Saint Francis Avenue/Loop 335.)
- D. **CONSIDER APPROVAL – SULFUR DIOXIDE ANNUAL CONTRACT RENEWAL AGREEMENT:**  
(Contact: Jonathan Gresham, Director of Utilities)  
DPC Industries -- \$52,650.00  
This item considers the approval for the annual contract for sulfur dioxide in one (1) ton cylinders for the Hollywood Rd and River Rd Water Reclamation Plants (WRP). Sulfur Dioxide is used to dechlorinate the treated reclaim water before discharging effluent back into the natural waters as required by Texas Commission of Environmental Quality (TCEQ) permit.
- E. **CONSIDER APPROVAL – CHANGE ORDER NO. 3 FY 2017-2021 COMMUNITY INVESTMENT PROGRAM: FY 2017-2018 SEWER MAIN REHABILITATION BY PIPE BURSTING – VARIOUS LOCATIONS:**  
(Contact: Matthew Thomas, City Engineer)  
PM Construction & Rehab LLC dba IPR South Central, LLC  
Change Order No. 3 -- \$18,620.00
- |                           |                     |
|---------------------------|---------------------|
| Original Contract Amount: | \$ 1,886,030.00     |
| Previous Change Order:    | \$ 198,484.00       |
| This Change Order No. 3:  | \$ <u>18,620.00</u> |
| Revised Contract Amount:  | \$ 2,103,134.00     |
- This item is to consider approval of Change Order No. 3, which includes the additional replacement of sewer main near Oldham Circle and Southwest 32nd Avenue that was identified during the course of the project.
- F. **CONSIDER AWARD – SYSTEM FIREWALLS:**  
(Contact: Rich Gagnon, Information Technology Director)  
Kudelski Security -- \$59,092.00  
This purchase replaces aging equipment to enhance network security and business continuity at the airport.
- G. **CONSIDER APPROVAL – INTERLOCAL AGREEMENT WITH POTTER COUNTY FIRE RESCUE FOR USE OF AMARILLO FIRE DEPARTMENT (AFD) TRAINING FACILITY:**  
(Contact: Sam Baucom, Deputy Fire Chief)  
This item is to consider approval of an interlocal agreement between the City of Amarillo and Potter County Fire Rescue for use of the AFD Training Facility located at 12400 Northeast 8<sup>th</sup> Avenue.

H. **CONSIDER APPROVAL – INTERLOCAL AGREEMENT WITH AMARILLO COLLEGE FOR USE OF AMARILLO FIRE DEPARTMENT (AFD) TRAINING FACILITY:**

(Contact: Sam Baucom, Deputy Fire Chief)

This item is to consider approval of an interlocal agreement between the City of Amarillo and Amarillo College for use of the AFD Training Facility located at 12400 Northeast 8<sup>th</sup> Avenue.

I. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENTS:**

(Contact: Cris Valverde, Assistant Director of Planning and Development Services)

1) This item considers an Aviation Clear Zone Easement, being 3,750 feet above mean sea level above the plat of Laureles Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being a unplatted tract of land in Section 76, Block 2, A.B.&M. Survey, Randall County, Texas.

2) This item considers an Aviation Clear Zone Easement, being 4,400 feet above mean sea level above the plat of Pony Estates Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 151, Block 2, A.B.&M. Survey, Randall County, Texas.

3) This item considers an Aviation Clear Zone Easement, being 3,900 feet above mean sea level above the plat of Route 66 Motor Speedway Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 76, Block 2, AB&M Survey, Randall County, Texas.

4) This item considers an Aviation Clear Zone Easement, being 4,450 feet above mean sea level above the plat of Yucca Addition Unit No. 5, a suburban subdivision to the City of Amarillo, being an unplatted tract of land out of Section 143, Block 2, A.B. & M. Survey, Randall County, Texas.

3. **NON-CONSENT ITEMS:**

A. **CONSIDER RESOLUTION – AUTHORIZING THE ANNUAL SELECTION OF THE MAYOR PRO TEMPORE:**

(Contact: Leslie Schmidt, Senior Assistant City Attorney)

This resolution authorizes the City Council to annually select the Mayor Pro Tempore. The Mayor Pro Tempore assumes the roles of the Mayor when the Mayor is unavailable.

B. **CONSIDER RESOLUTION – DISCUSSION AND CONSIDERATION OF A RESOLUTION CONFIRMING AND CONTINUING THE MAYOR'S SIXTH AMENDED DECLARATION OF DISASTER:**

(Contact: Bryan McWilliams, City Attorney)

This resolution allows for the renewal of the Mayor's Sixth Amended Declaration of Disaster for the City of Amarillo, Texas and continues the local state of disaster pursuant to Section 418.108(b) of the Texas Government Code.

4. **EXECUTIVE SESSION:**

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

1) Section 551.087 - Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the city is negotiating for the location or retention of a facility, or for incentives the city is willing to extend, or financial information submitted by the same:

a. 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 # 20-03-02 (Manufacturing)
- Project # 20-05-03 (Information)

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 5th day of June 2020.

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STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 2<sup>nd</sup> day of June 2020, the Amarillo City Council met at 1:00 p.m. for a regular session meeting held via conference and in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

- |               |                                   |
|---------------|-----------------------------------|
| GINGER NELSON | MAYOR                             |
| ELAINE HAYS   | COUNCILMEMBER NO. 1               |
| FREDA POWELL  | MAYOR PRO TEM/COUNCILMEMBER NO. 2 |
| 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                  |
| MICHELLE BONNER   | DEPUTY CITY MANAGER           |
| BRYAN MCWILLIAMS  | CITY ATTORNEY                 |
| STEPHANIE COGGINS | ASSISTANT TO THE CITY MANAGER |
| FRANCES HIBBS     | CITY SECRETARY                |

The invocation was given by Jason Mays, Fire Chief.

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

**PUBLIC ADDRESS**

Michael Ford, 7005 Alpine Lane, asked that his address and other residents not have their addresses published in the minutes. He also reiterated from last week the fraudulent use of AEDC's \$1,000,000 give-away to 200 companies. There were no further comments.

**ITEM 1:**

- A. Review agenda items for regular meeting and attachments;
- B. Update on Canadian River Municipal Water Authority;
- C. Coronavirus Update;
- D. Amarillo Police Department Priorities; and
- E. Request future agenda items and reports from City Manager.

**CONSENT ACTION ITEMS:**

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

- A. **MINUTES:**  
Approval of the City Council minutes for the regular meeting held on May 26, 2020.
- B. **CONSIDER AWARD – BROKER OF RECORD AND INSURANCE CONSULTANT CONTRACT TO USI SOUTHWEST, INC.:**  
(Contact: Wesley Hall, Risk Management Director)  
USI Southwest, Inc. - \$60,000.00  
This is broker of record and insurance consultant contract. The broker of record will act as the City's insurance agent and will place all lines of insurance coverage for the City.

**ITEM 3:** Mr. McWilliams advised at 2:19 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.072 - Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: (a) Discuss property located in the vicinity of East 34<sup>th</sup> Avenue and South Osage Street.

Mr. McWilliams announced that the Executive Session was adjourned at 2:31 p.m. and recessed the Regular Meeting.

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

\_\_\_\_\_  
Ginger Nelson, Mayor

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	June 9, 2020	<b>Council Priority</b>	Regular Agenda Item – Public Hearing
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<b>Department</b>	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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## Agenda Caption

Second and final reading of an ordinance rezoning Lot 3A, Block 1, Sunset Addition Unit No. 4, in Section 171, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 to Office District 1. (Vicinity: Wolflin Ave. and Washington St.)

## Agenda Item Summary

### Case History

In 2018, a request for General Retail zoning for this tract was considered by both the Planning and Zoning Commission and City Council. The Planning and Zoning Commission first considered in February of 2018 and gained approval. The Planning Commission's favorable recommendation was forwarded to Council for consideration in March. However, during the March Council consideration, significant concerns from area residents and from some Council Members regarding the intensity of uses allowed and their proximity to established residential areas were raised. As such, it was voted to send back to Planning and Zoning Commission for further deliberation and consultation with area property owners.

In June of 2018, after several meetings with area residences and the applicant having occurred, the Planning and Zoning Commission considered the request once again. Area residences continued to express opposition, yet a vote to approve was given and Planning and Zoning Commission's favorable recommendation was forwarded once more to Council for consideration.

The request's first reading was heard and approved by Council by a 3:2 vote, yet upon Council's second reading of the item, a vote of 2:3 to deny the request was given. At the end of the second reading it was recommended the applicant visit with Planning Department staff about other alternatives to General Retail zoning that would be more appropriate.

Since, staff met with the applicant on several occasions and stated that, it is the current staff's position that General Retail zoning would not be supported. Staff did discuss different alternative non-residential zoning that may be supported by staff and that staff's support varied as well depending on which was submitted. Alternatives to General Retail zoning include Planned Development, Office, or Neighborhood Services. Although staff did not give outright support for these alternative zoning districts, it was thought that the alternatives either offer more flexibility or are restrictive enough to support a change that allows appropriate non-residential development to occur.

Ultimately, after much discussion as to what would zoning designation would garner a favorable recommendation by staff, which was Office District 1, the applicant decided to proceed with seeking Office District 1 zoning rather than General Retail District.

### Adjacent land use and zoning

Adjacent zoning consists of Residential District 3 to the east, Office District 2 to the north, General Retail District and Neighborhood Services District to the west, and Planned Development District 216A to the south.

Adjacent land uses consist of single-family detached homes to the east, professional offices to the north, a convenience store the west, and an institutional administration building to the south.

## Analysis

As previously stated, a change in zoning is being requested in order to develop the property with non-residential land uses.

Some uses allowed in the requested zoning designation include but are not limited to:

- General or Professional Offices
- Health Studio
- Veterinarian Office Only (no hospital)
- Medical Clinic
- Bank and/or Savings and Loan Association
- Daycare Center

The Future Land Use and Character Map designates "Neighborhood Conservation" development types for this area. Land uses that make up the recommended development type include primarily detached residential dwellings, public spaces, and public or institutional facilities. Overall, a Neighborhood Conservation designation is designed to preserve existing housing stock.

That said, there is also allowances for non-residential land uses to occur. Guidance on allowing such is given within the Comprehensive Plan in the statement below:

"depending on the particular neighborhood, customized zoning may provide for small scale office or retail uses on vacant sites at the edge of the neighborhood or other appropriate locations."

Although the applicant's site is at the periphery of a residential neighborhood and along a Section Line Arterial right-of-way, the Planning and Zoning Commission believes that retail and less restrictive zoning is what is meant to be avoided. Whereas, development in the just mentioned zoning districts are able to utilize more liberal development standards that could have a negative impact on residential areas a mere 20ft away and in the Planning and Zoning Commission's opinion goes against guidance and the intent of the Neighborhood Conservation designation. *(the more restrictive zoning district of Office District 1 has core development standards that are more stringent in that signage is more restrictive, maximum number of stories is less (two stories), and that uses allowed are inherently less intrusive).*

Therefore, the Planning and Zoning Commission believes that Office District 1 zoning allows for small scale nonresidential land uses in close proximity to residences mentioned in the Comprehensive Plan.

Regarding the Neighborhood Unit Concept of development, while the applicant's tract is located near a Section Line Arterial Intersection (Washington St and Wolflin Ave), a majority of the retail related zoning and land uses are found north between Wolflin Ave and Interstate-40. With exception of immediate southwest corner of the intersection, the bulk of the non-residential zoning south of the intersection is either zoned Neighborhood Services, Office, or Planned Development.

It is worth noting that retail zoning west of the applicant's tract was deemed appropriate due to the fact that it was adjacent to nonresidential (office) land uses and having them adjacent to each other are compatible with each other.

The applicant's request for Office District 1 does conform with the Neighborhood Unit Concept as it is in an area where a transition from more restrictive zoning and/or land uses ideally should occur. Evidence of this occurring is found by the Office zoning immediately north, Neighborhood Services south of the convenience store, and the various more restrictive planned developments south along Washington St.

Establishing these "more restrictive" transitional zoning districts are in an effort to mitigate impacts, as much as possible, on the established residential area and are more in line with the recommended concept of development.

### Requested Action/Recommendation

Notices have been sent out to all property owners within 200 feet regarding this proposed rezoning. Prior to and during the meeting, three area property owners commented on the request. Of all those who contacted staff or spoke during the meeting, none were opposed to the Office District 1 but two did state they would be opposed to less restrictive zoning.

Considering all the above, the Planning and Zoning Commission believes that Office District 1 is appropriate and will have minimal impact on adjacent zoning and development patterns in the area. Therefore, the Planning and Zoning Commission recommends **APPROVAL** as presented.

ORDINANCE NO. 71956

**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 WASHINGTON STREET AND WOLFLIN AVENUE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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**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 Lot 3A, Block 1, Sunset Addition Unit No. 4, in Section 171, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 to Office District 1.

**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 26th day of May, 2020 and **PASSED** on Second and Final Reading on this the 9<sup>th</sup>

day of June, 2020.

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Ginger Nelson, Mayor

ATTEST:

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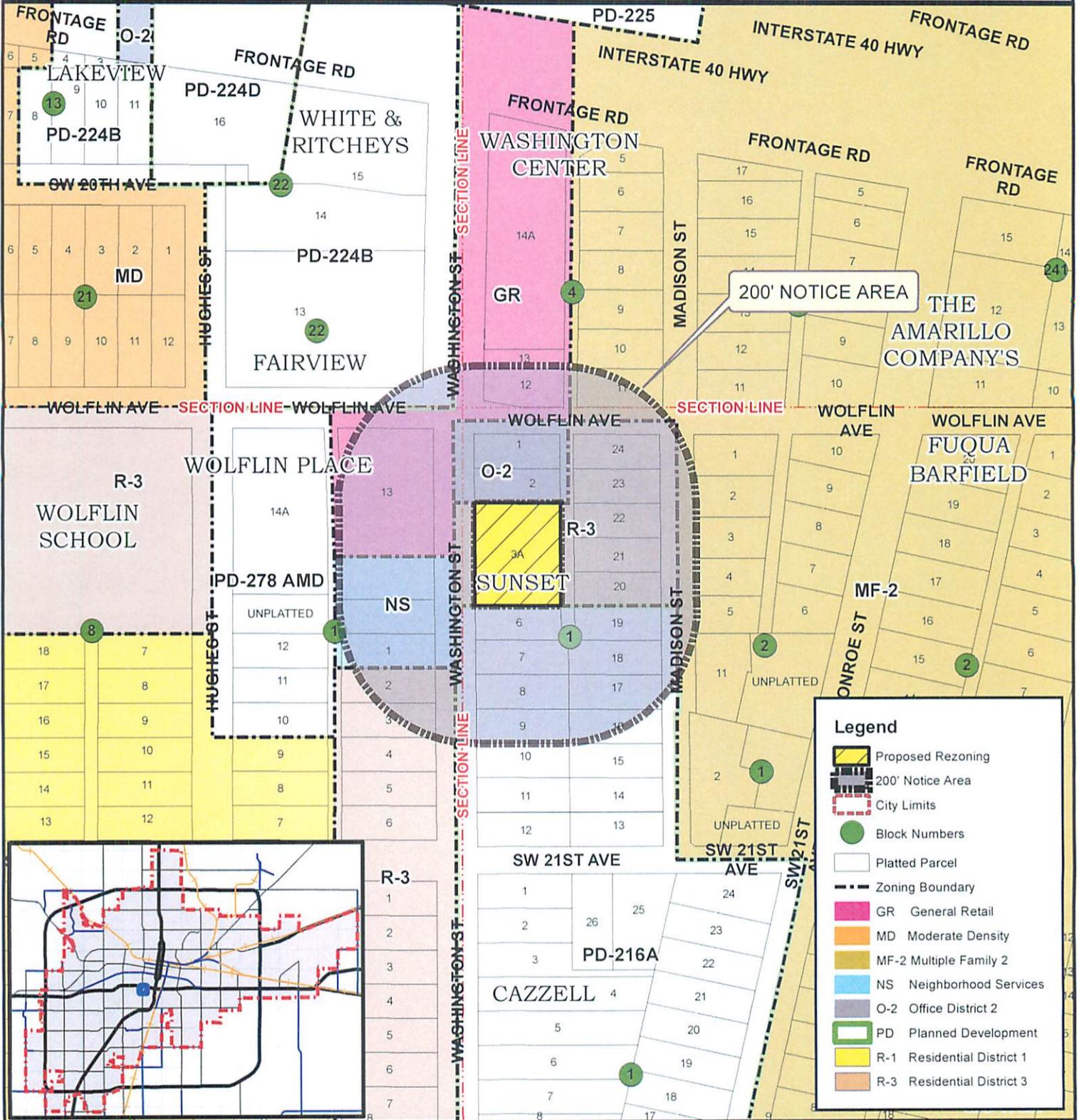
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

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Bryan McWilliams,  
City Attorney

# REZONING FROM R-3 TO O-1



**Legend**

- Proposed Rezoning
- 200' Notice Area
- City Limits
- Block Numbers
- Platted Parcel
- Zoning Boundary
- GR General Retail
- MD Moderate Density
- MF-2 Multiple Family 2
- NS Neighborhood Services
- O-2 Office District 2
- PD Planned Development
- R-1 Residential District 1
- R-3 Residential District 3



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet  
 Date: 4/1/2020  
 Case No: Z-20-10



Rezoning of Lot 3A, Block 1, Sunset Addition Unit No. 4, an addition to the City of Amarillo in Section 171, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 to Office District 1.

Applicant: Richard L. Crawford

Vicinity: S. Washington St. & Wolflin Ave.

AP: N-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.

# Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 9, 2020	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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## Agenda Caption

Second and final reading of an ordinance rezoning a 7.23 acre portion of Tract 112, Revised Map of Pleasant Valley, in Sections 159 and 166, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 and Light Commercial District to Light Commercial District. (VICINITY: River Rd. & E Saint Francis Ave/Loop 335)

## Agenda Item Summary

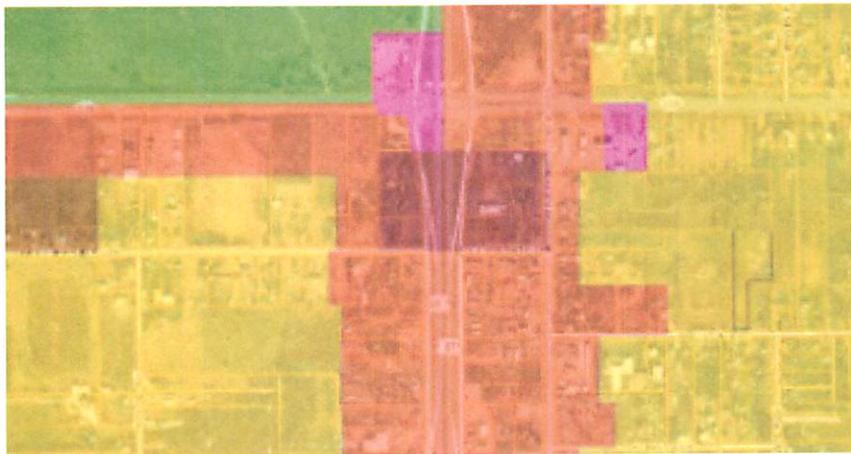
### Area Characteristics

The adjacent zoning consists of Light Commercial District, General Retail District and Residential District 1 to the north, Residential District 1 to the east, Heavy Commercial District to the west across Loop 434 (River Road), and a combination of Light Commercial District and Residential District 1 to the south.

Adjacent land uses consist of a convenience store with truck refueling operations, single-family detached homes, and vacant land to the north, various commercial uses to the west, and a mix of single-family detached homes and vacant land to the south and east.

### Analysis

The Future Land Use and Character Map designates this area for "Suburban Residential". Suburban Residential characteristics primarily consist of detached residential dwellings on large rural tracts that are typically found of a suburban setting. As can be seen on the aerial graphic below, this is largely the character that is found in the area.



That said, with this area being bisected by three major thoroughfares (Highway 287, Loop 335, and Loop 434), there can be expected and is a mix of residential and commercial immediately adjacent to each other. A majority of the commercial land uses are found along the just mentioned thoroughfares.

This has created a situation, as is illustrated by the graphic above as well, whereby Highway 287, Loop 335, and Loop 434 have become major commercial corridors.

Upon first glance, it would appear that keeping with the Comprehensive Plan's recommended type of development would prevail. That said, Planning Commissioners are of the opinion that residential development along these corridors may not be the most appropriate land use. This opinion is based on having residential land uses along such highly travelled, at grade corridors, could be more detrimental to residences than having them adjacent to commercially developed property.

Additionally, Planning Commissioners believe and important aspect to consider is that having a high number of residential access points (driveways) along these corridors which can and often do create traffic conflicts, versus minimal and spread out entrances typically found with non-residential development.

Regarding the Neighborhood Unit Concept of development, this concept calls for more intensive uses to be located at or near Section Line Arterial intersections with a transition in zoning inward from the intersections toward residential land uses internal or mid-section.

With the applicant's tract found at the southeast corner of the Loop 434 and Loop 335 intersection and a mere 500 feet from Highway 287, it is in conformance with that aspect of the just mentioned concept. What is missing is an appropriate transition in zoning inward towards residential development. That said, because the commercial corridors have long been established in the area, there are large commercial areas along these corridors where residential is located immediately adjacent. The applicant's existing site is one and the proposed zoning will be the same; both do not differ from existing zoning or development patterns found in the area.

Of additional note, because of the platting and development pattern in the area where homes or businesses are built along frontages and the remaining land undeveloped, it is the Planning Commission's opinion that further residential development of these vacant areas inward from the frontages is not likely due to development barriers existing along the frontages.

#### **Requested Action/Recommendation**

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

Considering all the above, The Planning Commission does acknowledge that ideal patterns of zoning and/or development are not found in the area, but concedes that established zoning and development patterns are hard to ignore and that the applicant's request is consistent with such patterns. Additionally, given the rural openness of the area, allowing the expansion of existing operations may have less of an impact than if minimal separation (alley) typically found in an urban setting were the case.

As such, The Planning and Zoning Commission believes that applicant's request is a logical continuation of commercial zoning and development patterns and recommends **APPROVAL** as presented.

ORDINANCE NO. 7257

**AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF RIVER ROAD AND EAST SAINT FRANCIS AVENUE/LOOP 335, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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**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:**

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**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 7.23 acre portion of Tract 112, Revised Map of Pleasant Valley, an addition to the City of Amarillo, in Sections 159 and 166, Block 2, A.B.& M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 and Light Commercial District to Light Commercial District.

FIELD NOTES for a 7.23 acre tract of land out of the north portion of Tract 112, Revised Map of Pleasant Valley as recorded in Volume 136, Page 170, Deed Records of Potter County, Texas, and more particularly described as follows:

BEGINNING at an X in concrete set on the east right-of-way line of River Road same being the northwest corner of said Tract 112 for the northwest corner of this tract.

THENCE S. 89° 59' 24" E. a distance of 199.69 feet to an Orange Cap found for a corner of this tract.

THENCE S. 89° 54' 37" E. a distance of 1147.73 feet to a 3/8" iron rod found for the northeast corner of this tract.

THENCE S. 0° 02' 54" W. a distance of 201.54 feet to a yellow cap found for the most easterly southeast corner of this tract.

THENCE N. 89° 55' 58" W. a distance of 571.30 feet to a 1-1/4" iron pipe found for an ell corner of this tract.

THENCE S. 0° 09' 50" W. a distance of 55.95 feet to a 3/8" iron rod found for the most southerly southeast corner of this tract.

THENCE N. 89° 52' 44" W. a distance of 777.32 feet to said east right-of-way line of said River Road which bears S. 89° 52' 44" E. a distance of 1.00 feet from a 1/2" iron rod with a yellow cap inscribed "RPLS 4263" set for the southwest corner of this tract.

THENCE N. 0° 20' 29" E. a distance of 257.01 feet to the place of BEGINNING and containing 7.23 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 26th day of May, 2020 and **PASSED** on Second and Final Reading on this the 9th day of June, 2020.

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Ginger Nelson, Mayor

ATTEST:

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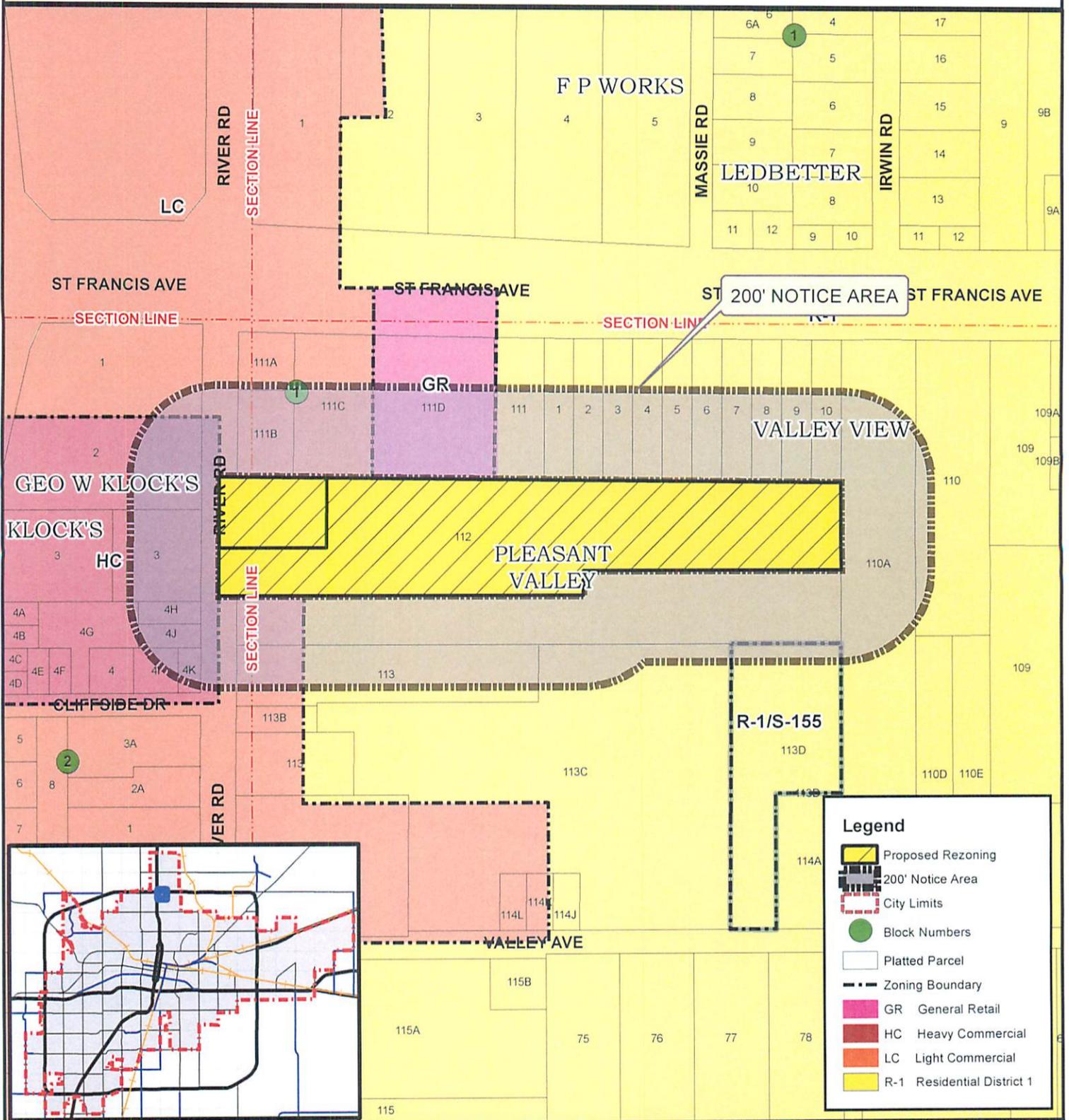
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

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Bryan McWilliams,  
City Attorney

# REZONING FROM R-1 AND LC TO LC



**Legend**

- Proposed Rezoning
- 200' Notice Area
- City Limits
- Block Numbers
- Platted Parcel
- Zoning Boundary
- GR General Retail
- HC Heavy Commercial
- LC Light Commercial
- R-1 Residential District 1

## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 300 feet  
 Date: 4/27/2020  
 Case No: Z-20-11A



Rezoning of a 7.23 acre portion of Tract 112, Revised Map of Pleasant Valley, an addition to the City of Amarillo, in Sections 159 and 166, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 and Light Commercial District to Light Commercial District.

APPLICANT/S: Patricia Pendelton and Shawn Graham for Graham Living Trust

Vicinity: River Rd. & E Saint Francis Ave/Loop 335 AP: O-8

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

D



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	June 9, 2020	<b>Council Priority</b>	Best Management Practices - Infrastructure Initiative
<b>Department</b>	Hollywood Rd and River Rd Water Reclamation Plants – Water Utilities		
<b>Contact</b>	Jonathan Gresham – Director of Utilities		

### Agenda Caption

Consider approval – Bid #6807, Sulfur Dioxide annual contract renewal agreement.

DPC Industries for the total contract amount of \$52,650.00.

### Agenda Item Summary

Consideration of approval for the annual contract for sulfur dioxide in one (1) ton cylinders for the Hollywood Rd and River Rd Water Reclamation Plants (WRP). Sulfur Dioxide is used to dechlorinate the treated reclaim water before discharging effluent back into the natural waters as required by Texas Commission of Environmental Quality (TCEQ) permit.

### Requested Action

Requesting approval for annual renewal of sulfur dioxide contract.

### Funding Summary

Funding for this contract in the amount of \$40,950.00 is available in account 52270.51350 Hollywood Rd WRP and \$11,700 is available in account 52260.51350 River Rd WRP. Total Contract amount is \$52,650.00.

### Community Engagement Summary

N/A

### Staff Recommendation

City Staff is recommending approval and award to DBC Industries, (Bid. #6807).

Bid No. 6807 Sulfur Dioxide Annual Contract  
Opened 4:00 p.m., May 14, 2020

To be awarded as one lot DPC Industries Inc.

Dechlorinating Agents (sulfur Dioxide,  
etc.), River Road WWTP, per  
specifications

12 ea		
Unit Price	\$975.000	
Extended Price		11,700.00

Dechlorinating Agents (sulfur Dioxide,  
etc.), Hollywood Road WWTP, per

42 ea		
Unit Price	\$975.000	
Extended Price		40,950.00

Bid Total 52,650.00

Award by Vendor 52,650.00

City SWEETWATER, TX



E

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	June 9, 2020	<b>Council Priority</b>	Infrastructure Initiative
<b>Department</b>	Capital Projects & Development Engineering		
<b>Contact</b>	Matthew Thomas		

## Agenda Caption

Consider for Approval – Change Order No. 3 – Bid No. 6153/Project No. 530033 - FY 2017-2021  
Community Investment Program: FY 2017-2018 Sewer Main Rehabilitation by Pipe Bursting – Various  
Locations – PM Construction & Rehab, LLC dba IPR South Central LLC

Original Contract Amount	\$ 1,886,030.00
Previous Change Order	\$ 198,484.00
<u>This Change Order No. 3</u>	<u>\$ 18,620.00</u>
Revised Contract Amount	\$ 2,103,134.00

## Agenda Item Summary

This item is to consider approval of Change Order No. 3, which includes the additional replacement of sewer main near Oldham Circle and SW 32<sup>nd</sup> Ave that was identified during the course of the project.

## Requested Action

Consider approval of Change Order No. 3 to PM Construction’s contract.

## Funding Summary

Funding for this project is available in the Project Budget Number 530033.17400.2040. This project was approved in the FY 2017–2021 Community Investment Program Budget. This project is funded from the water and sewer revenue bonds issued in May 2017.

## Community Engagement Summary

This change order will have Level 1, modest impact on this select area. Coordination will occur with affected property owners.

## Staff Recommendation

City Staff is recommending approval of Change Order No. 3.

Bid No. 6153 2017-2021 COMMUNITY INVESTMENT PROGRAM: WASTEWATER COLLECTION IMPROVEMENTS; FY 2017-2018 SEWER MAIN REHABILITATION BY PIPE BURSTING - VARIOUS LOCATIONS  
 Opened 4:00 p.m. August 9, 2018

To be awarded as one lot	PM CONSTRUCTION & REHAB, LLC DBA IPR SOUTH CENTRAL, LLC	VORTEX TURNKEY SOLUTIONS	HORSESHOE CONSTRUCTION INC	T CONSTRUCTION, LLC	TEXAS PRIDE UTILITIES, LLC	AMARILLO UTILITY CONTRACTORS
Line 1 Mobilization / Demobilization including Insurance, Payment Bond, Performance Bond, Maintenance Bond, and related Ancillary Costs. (Shall not exceed five percent (5%) of the Total Construction Cost) (COA 10.01), per specification 1 L.S.						
Unit Price	\$35,000.00	\$34,000.00	\$50,000.00	\$97,000.00	\$80,000.00	\$125,000.00
Extended Price	35,000.00	34,000.00	50,000.00	97,000.00	80,000.00	125,000.00
Line 2 Furnish, Install, And Maintain Temporary Erosion, Sediment, And Water Pollution Control Measures In Compliance With Federal, State, And Local Requirements, per specifications 1 L.S.						
Unit Price	\$5,000.00	\$5,000.00	\$1,000.00	\$12,200.00	\$5,000.00	\$2,000.00
Extended Price	5,000.00	5,000.00	1,000.00	12,200.00	5,000.00	2,000.00
Line 3 Furnish, Install, and Maintain Traffic Safety and Control System, Meeting or Exceeding the Texas Manual on Uniform Traffic Control Devices, per specifications 1 L.S.						
Unit Price	\$12,500.00	\$10,000.00	\$10,000.00	\$25,000.00	\$20,000.00	\$30,000.00
Extended Price	12,500.00	10,000.00	10,000.00	25,000.00	20,000.00	30,000.00
Line 4 Furnish and Install 6" HDPE SS Pipe by the Pipebursting Method, per specifications 31,220 L.F.						
Unit Price	\$29,000	\$30,000	\$32,000	\$36,000	\$38,000	\$36,000
Extended Price	905,380.00	936,600.00	999,040.00	1,123,920.00	1,186,360.00	1,123,920.00
Line 5 Furnish and Install 8" HDPE SS Pipe by the Pipebursting Method, per specifications 16,540 L.F.						
Unit Price	\$30,000	\$34,000	\$35,000	\$36,000	\$38,000	\$41,000
Extended Price	496,200.00	562,360.00	578,900.00	595,440.00	628,520.00	678,140.00

To be awarded as one lot

PM CONSTRUCTION & REHAB, LLC DBA IPR SOUTH CENTRAL, LLC

VORTEX TURNKEY SOLUTIONS

HORSESHOE CONSTRUCTION INC

T CONSTRUCTION, LLC

TEXAS PRIDE UTILITIES, LLC

AMARILLO UTILITY CONTRACTORS

Line 6 Furnish and Install Reopening of (4") Taps, per specifications 1,203 ea	Unit Price \$350.000	Extended Price 421,050.00	\$346.000	416,238.00	\$375.000	451,125.00	\$597.000	718,191.00	\$600.000	721,800.00	\$675.000	812,025.00
Line 7 Furnish and Install Wastewater Access Chamber, per specifications 1 ea	Unit Price \$2,400.000	Extended Price 2,400.00	\$2,500.000	2,500.00	\$750.000	750.00	\$2,500.000	2,500.00	\$3,000.000	3,000.00	\$3,500.000	3,500.00
Line 8 Furnish and Install Six (6") Inch Sewer Pipe, 4'-6' Depth, per specifications 60 L.F.	Unit Price \$100.000	Extended Price 6,000.00	\$45.000	2,700.00	\$95.000	5,700.00	\$120.000	7,200.00	\$100.000	6,000.00	\$120.000	7,200.00
Line 9 Furnish and Install Six (6') Foot Diameter Standard Manhole at Depth shown on Plans, per specifications 1 ea	Unit Price \$2,500.000	Extended Price 2,500.00	\$14,000.000	14,000.00	\$16,500.000	16,500.00	\$5,850.000	5,850.00	\$4,000.000	4,000.00	\$16,000.000	16,000.00
<b>Bid Total</b>		1,886,030.00	1,983,398.00	1,983,398.00	2,113,015.00	2,113,015.00	2,587,301.00	2,587,301.00	2,654,680.00	2,654,680.00	2,797,785.00	2,797,785.00

Award to Vendor 1,886,030.00

Change Order #1 174,400.00

Change Order #2 24,084.00

Change Order #3 18,620.00

Revised Total 2,103,134.00



# Amarillo City Council Agenda Transmittal Memo



F

Meeting Date	June 9, 2020	Council Priority	N/A
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Department	Information Technology
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## Agenda Caption

Award – System Firewalls:  
Kudelski Security -- \$59,092.00

This purchase replaces aging equipment to enhance network security and business continuity at the airport.

## Agenda Item Summary

This is a new purchase provides better performance, scalability and business continuity services for the airport and is facilitated by the Federal CARES Act.

## Requested Action

Approval of award to Kudelski Security in the amount of \$59,092.

## Funding Summary

Funding is available in account 54110.51980 (IT Hardware). Funds are being provided through the Airport Operations budget from the federal CARES Act (FAA) grant.

## Community Engagement Summary

N/A

## Staff Recommendation

Staff recommends approval of award.



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	June 9, 2020	<b>Council Priority</b>	Public Safety
<b>Department</b>	Amarillo Fire Department (AFD)		
<b>Contact</b>	Sam Baucom, Deputy Fire Chief		

### Agenda Caption

CONSIDER APPROVAL – INTERLOCAL AGREEMENT WITH POTTER COUNTY FIRE RESCUE FOR USE OF AMARILLO FIRE DEPARTMENT (AFD) TRAINING FACILITY  
(Contact: Sam Baucom, Deputy Fire Chief)  
This item is to consider approval of an interlocal agreement between the City of Amarillo and Potter County Fire Rescue for use of the AFD Training Facility located at 12400 NE 8<sup>th</sup> Ave.

### Agenda Item Summary

The AFD Training Facility is located at 12400 NE 8<sup>th</sup> Ave. on the east side of the Rick Husband Amarillo International Airport. Use of this facility by Potter County Fire Rescue for the training of fire fighter personnel is a direct benefit to the fire service in Amarillo and throughout the region. The interlocal agreement fee structure is based on the use of the facility (number of days, type of use, etc) paid as an annual fee by Potter County Fire Rescue to the City of Amarillo. The fees collected will be placed into a maintenance and capital improvement job for the AFD Training Facility.

### Requested Action

To approve the interlocal agreement between the City of Amarillo and Potter County Fire Rescue for use of the AFD Training Facility.

### Funding Summary

Potter County Fire Rescue will pay \$10,000 annually for use of the AFD Training Facility that will be placed into the maintenance and capital improvement job for the AFD Training Facility.

### Community Engagement Summary

This interlocal agreement will enhance partnerships and accessibility by county fire services by providing access to training facilities designed specifically for fire and emergency services.

### Staff Recommendation

Staff recommends approval of the interlocal agreement between the City of Amarillo and Potter County Fire Rescue for use of the AFD Training Facility, authorizing the City Manager to execute the agreement.

**INTERLOCAL AGREEMENT  
for Fire Training Facility Access and Use**

This Agreement is made between the City of Amarillo, Texas (hereafter, "AMARILLO") and Potter County Fire-Rescue (hereafter, "Licensee"). Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

1. Entity. Each party is a local or federal governmental entity within the State of Texas.
2. Public Benefit & Purpose: Governmental Function. The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement, being fire service; and, that the sharing of costs fairly compensates the hosting party for providing access to its fire training facility; and, the performance of this Agreement is in the common interest of both parties and ultimately promotes public safety. The parties agree that this Agreement is for or promotes a governmental function, to-wit: firefighting.
3. Current revenues. Both the party providing facility access and the party paying for the training access shall, respectively, perform this agreement from current revenues legally available to each party.
4. City Obligation. AMARILLO now promises to perform and provide access to its fire training facility in accordance with Exhibit A.
5. Licensee's Obligation. Licensee hereby (a) accepts the terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A and, (b) promises to perform its obligations stated therein, including timely payment of fees specified in Exhibit A.
6. Exhibit incorporated. The provisions of Exhibit A are incorporated herein by this reference as though stated verbatim in this Agreement. The governing body of each Party hereby authorizes its designated point-of-contact official (named in Exhibit A) to mutually agree, without the need of any further approval by either governing body, to make minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A in order to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or constitute a material change in fees or costs, or creates a material change in the performance required of either party.
7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither Party waives, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party shall be solely responsible for any loss, damage, injury, or death to its

personnel, property, or to any third party arising out of or related to the acts or omissions of Licensee's employees or agents and not for those of any other party.

8. Venue. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall be in a court of appropriate jurisdiction of Potter County, Texas.

9. Effective date & Term. This Agreement shall become effective on JANUARY 1, 2020, for a term of one (1) year. This Agreement shall automatically be renewed for successive additional terms of one (1) year each. Either Party may cancel this Agreement by giving at least sixty (60) days written notice to the other Party.

10. Severance & Survival. In the event 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 request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 5(c) through 8, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

11. Amendments. This Agreement contains all the commitments and agreements of the Parties as to the matters described in this Agreement. Any and all prior oral or written understandings not contained herein shall have no force or affect. This Agreement may be amended or modified only in a signed writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

12. Authority. Each signatory of this Agreement warrants that he/she has been lawfully authorized by its respective governing body to execute this on behalf of such body and to thereby legally obligate and bind that entity to this Agreement, including the terms of Exhibit A as they appear.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

LICENSEE, Potter County

CITY OF AMARILLO, TEXAS

By: [Signature]

By: \_\_\_\_\_

Title: Fire Chief  
*Richard Lake*

Title: Jared Miller, City Manager

Date: 12/09/2019

Date: \_\_\_\_\_

Responsible City Division or Department:  
Amarillo Fire Department

By: \_\_\_\_\_  
Jason Mays, Fire Chief

**EXHIBIT A**  
**License to Access Amarillo Fire Department Fire Training Facility**

The purpose of this Exhibit A and the Interlocal Agreement to which it is attached is to state the terms, conditions, and consideration by which the City of Amarillo ("City" or "AFD") will allow the agency named herein to access and use the City of Amarillo Fire Department Training Facility (hereafter "Facility"); and, by which Potter County Fire-Rescue ("Licensee") agrees to utilize and pay a fee for training its firefighters at such Facility, as more fully described herein. To the extent of any conflict between the Interlocal Agreement and this Exhibit A, this exhibit controls.

**1. Definition & Scope.** In this Exhibit, "Facility" means the City of Amarillo Fire Department Fire Training Facility within the fenced area located at 12400 NE 8<sup>th</sup> Amarillo TX 79111. This also includes infrastructure, facilities, and property inside the gate at such training site, including tower, classroom, burn pit, and props). This Exhibit A and the Agreement to which it is attached grants Licensee only a right to enter and use a specified site subject to specified conditions, terms, consideration, and scheduling as described herein.

**2. A. Inherently dangerous.** Each of the parties understand and agree that firefighting and related rescue services are inherently dangerous activities and, in some cases, even ultrahazardous. Likewise, hands-on field training for necessary job skills for firefighting and rescue (using their equipment and tools at the Facility) also has risks, some known and unknown, foreseeable and unforeseeable, despite reasonable safety precautions taken by each party. Nonetheless, training is an essential requirement for Licensee and a valuable benefit to both Licensee and its individual personnel who must maintain certifications, whether those persons are paid or volunteer. Accordingly, Licensee acknowledges the various risks and in consideration of being allowed to enter and train at the Facility, Licensee and its individual personnel hereby assume the risk of injury, death, or property damage. City is not responsible for damage or loss to Licensee's property or that of its personnel which arises out of or relates to the use of the Facility.

**B. Insurance.** Accordingly each Licensee must annually submit written documentation of having statutory workers' compensation for its personnel; and, general liability insurance to cover loss or damages to City's Facility (to include both debris removal and repairs in accordance with then-current applicable Codes); and, motor vehicle liability insurance. Each policy in an amount of not less than One Million Dollars (\$1,000,000) each, or a combined single limit of not less than Five Million dollars (\$5,000,000).

**3. City's obligations.** City shall provide: (1) Gate key or other means of access to the Facility for its intended purpose of training and certifying firefighters. (2) Normal water service to the same extent such is provided to AFD's own training exercises. However, water service is subject to interruption due to contingencies beyond the control of AFD, such as but not limited to: infrastructure failures, draught restrictions, or other cause.

**4. Licensee's Obligations.** Licensee shall: (A) Reserve the use of the Facility through the AFD Training Chief's office. (B) Use the Facility only for its intended purpose of training and certifying firefighters. All other uses are prohibited. (C) Provide at its own expense truck(s), ladder(s), hose(s), foam, tools, flashlights, radios, generators, masks & air bottles, instructional materials, instructors, supervisors, personal protective equipment, and any other item convenient or necessary for training. (D) At the conclusion of a training session, assure that all water, lights, fans, pumps, motors, etc. are turned off, area is cleaned, and secure the Facility gate, before departing. (E) Promptly report to the AFD Training Chief any discovered need for routine maintenance or repair at the Facility and any damages that were incurred to the Facility during use. (F) Promptly to the AFD Training Chief any injury to any person occurring at the Facility requiring more than basic first aid. (G) Absolutely no exercise activity shall ever require, involve, result in, or cause destruction or damage to the Facility infrastructure

itself, with these exceptions: (1) normal wear and tear resulting from normal non-abusive use of the Facility, and (2) the destruction of An intentionally consumable prop such as a sofa or wrecked automobile. (H) Keep in force at all times during this Agreement and any renewal, the several insurance coverages described herein.

**5. Annual Fee.** Licensee agrees to pay to the City of Amarillo an annual payment of \$10,000.00 no later than Jan. 31 of each year that this Agreement is in effect. ,

**6. Subletting and Guests Prohibited.** There shall be absolutely no subletting of the Facility to any other agency; or, the presence of any guests inside the fence. A request for such made at least five days prior to a scheduled training exercise may be considered by the AFD Training Chief for a good cause exception to this rule, such as for interagency familiarity training by neighboring agencies.

**7. Disclaimer of Warranties.** AS TO THE FACILITY (as defined above), THE CITY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. LICENSEE HAS HAD OPPORTUNITY TO INSPECT THE FACILITY AND HAS CONCLUDED FOR ITSELF THAT THE FACILITY IS SUITABLE FOR LICENSEE'S USES AND PURPOSES, AS-IS.

**8. Independent Contractor Relationship.** City is doing no more that providing access for Licensee to use for purposes of firefighting training and certification. Except as specified in this Agreement, City has no control or direction over the manner, means, timing, or methods used by Licensee or its personnel for its fire training, other than compliance with the terms and conditions of this Agreement and Exhibit A. There is no joint enterprise or effort between the parties as to any training activity. As an independent contractor, Licensee has no authority or right to represent or commit to any matter on behalf of City, unless such authority is expressly stated or of necessity can be reasonably implied from the terms of this Agreement.

**9. Contacts:** Each party hereby designates the following person as its official Point of Contact for administering this agreement:

City of Amarillo

Potter County Fire-rescue

Fire Chief  
P.O. Box 1971  
Amarillo TX 79105

Fire Chief  
2301 E. Willow Creek  
Amarillo TX 79108

[END. THIS SPACE LEFT BLANK INTENTIONALLY]

H



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	June 9, 2020	<b>Council Priority</b>	Public Safety
<b>Department</b>	Amarillo Fire Department (AFD)		
<b>Contact</b>	Sam Baucom, Deputy Fire Chief		

### Agenda Caption

CONSIDER APPROVAL – INTERLOCAL AGREEMENT WITH AMARILLO COLLEGE FOR USE OF AMARILLO FIRE DEPARTMENT (AFD) TRAINING FACILITY

(Contact: Sam Baucom, Deputy Fire Chief)

This item is to consider approval of an interlocal agreement between the City of Amarillo and Amarillo College for use of the AFD Training Facility located at 12400 NE 8<sup>th</sup> Ave.

### Agenda Item Summary

The AFD Training Facility is located at 12400 NE 8<sup>th</sup> Ave. on the east side of the Rick Husband Amarillo International Airport. Use of this facility by Amarillo College for the training of fire fighter recruits and personnel is a direct benefit to the fire service in Amarillo and throughout the region. The interlocal agreement fee structure is based on the use of the facility (number of days, type of use, etc) paid as an annual fee by Amarillo College to the City of Amarillo. The fees collected will be placed into a maintenance and capital improvement job for the AFD Training Facility.

### Requested Action

To approve the interlocal agreement between the City of Amarillo and Amarillo College for use of the AFD Training Facility.

### Funding Summary

Amarillo College will pay \$50,000 annually for use of the AFD Training Facility that will be placed into the maintenance and capital improvement job for the AFD Training Facility.

### Community Engagement Summary

This interlocal agreement will enhance partnerships and accessibility by regional fire services by providing access to training facilities designed specifically for fire and emergency services.

### Staff Recommendation

Staff recommends approval of the interlocal agreement between the City of Amarillo and Amarillo College for use of the AFD Training Facility, authorizing the City Manager to execute the agreement.

## **INTERLOCAL AGREEMENT for Fire Training Facility Access and Use**

This Agreement is made between the City of Amarillo, Texas (hereafter, "AMARILLO") and AMARILLO COLLEGE (hereafter, "Licensee"). Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

- 1. Entity.** Each party is a local or federal governmental entity within the State of Texas.
- 2. Public Benefit & Purpose; Governmental Function.** The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement, being fire service; and, that the sharing of costs fairly compensates the hosting party for providing access to its fire training facility; and, the performance of this Agreement is in the common interest of both parties and ultimately promotes public safety. The parties agree that this Agreement is for or promotes a governmental function, to-wit: firefighting.
- 3. Current revenues.** Both the party providing facility access and the party paying for the training access shall, respectively, perform this agreement from current revenues legally available to each party.
- 4. City Obligation.** AMARILLO now promises to perform and provide access to its fire training facility in accordance with Exhibit A.
- 5. Licensee's Obligation.** Licensee hereby (a) accepts the terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A and, (b) promises to perform its obligations stated therein, including timely payment of fees specified in Exhibit A.
- 6. Exhibit incorporated.** The provisions of Exhibit A are incorporated herein by this reference as though stated verbatim in this Agreement. The governing body of each Party hereby authorizes its designated point-of-contact official (named in Exhibit A) to mutually agree, without the need of any further approval by either governing body, to make minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A in order to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or constitute a material change in fees or costs, or creates a material change in the performance required of either party.
- 7. Liability.** The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither Party waives, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party shall be solely responsible for any loss, damage, injury, or death to its

personnel, property, or to any third party arising out of or related to the acts or omissions of Licensee's employees or agents and not for those of any other party.

**8. Venue.** Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall be in a court of appropriate jurisdiction of Potter County, Texas.

**9. Effective date & Term.** This Agreement shall become effective on SEPTEMBER 1, 2020, for a term of three (3) years. This Agreement shall automatically be renewed for up to two (2) successive additional terms of one (1) year each. Either Party may cancel this Agreement by giving at least sixty (60) days written notice to the other Party.

**10. Severance & Survival.** In the event 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 request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 5(c) through 8, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

**11. Amendments.** This Agreement contains all the commitments and agreements of the Parties as to the matters described in this Agreement. Any and all prior oral or written understandings not contained herein shall have no force or affect. This Agreement may be amended or modified only in a signed writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

**12. Authority.** Each signatory of this Agreement warrants that he/she has been lawfully authorized by its respective governing body to execute this on behalf of such body and to thereby legally obligate and bind that entity to this Agreement, including the terms of Exhibit A as they appear.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

**AMARILLO COLLEGE**

**CITY OF AMARILLO, TEXAS**

By: \_\_\_\_\_  
Title: Chris Sharp, Vice President of Business Affairs  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Jared Miller, City Manager  
Date: \_\_\_\_\_

Responsible City Division or Department:  
Amarillo Fire Department

By: \_\_\_\_\_  
Title: Jason Mays, Fire Chief

**EXHIBIT A**  
**License to Access Amarillo Fire Department Fire Training Facility**

The purpose of this Exhibit A and the Interlocal Agreement to which it is attached is to state the terms, conditions, and consideration by which the City of Amarillo ("City" or "AFD") will allow the agency named herein to access and use the City of Amarillo Fire Department Training Facility (hereafter "Facility"); and, by which AMARILLO COLLEGE ("Licensee") agrees to utilize and pay a fee for training its firefighters at such Facility, as more fully described herein. To the extent of any conflict between the Interlocal Agreement and this Exhibit A, this exhibit controls.

**1. Definition & Scope.** In this Exhibit, "Facility" means the City of Amarillo Fire Department Fire Training Facility within the fenced area located at 12400 NE 8<sup>th</sup> Amarillo TX 79111. This also includes infrastructure, facilities, and property inside the gate at such training site, including tower, classroom, burn pit, and props). This Exhibit A and the Agreement to which it is attached grants Licensee only a right to enter and use a specified site subject to specified conditions, terms, consideration, and scheduling as described herein.

**2. A. Inherently dangerous.** Each of the parties understand and agree that firefighting and related rescue services are inherently dangerous activities and, in some cases, even ultrahazardous. Likewise, hands-on field training for necessary job skills for firefighting and rescue (using their equipment and tools at the Facility) also has risks, some known and unknown, foreseeable and unforeseeable, despite reasonable safety precautions taken by each party. Nonetheless, training is an essential requirement for Licensee and a valuable benefit to both Licensee and its individual personnel who must maintain certifications, whether those persons are paid or volunteer. Accordingly, Licensee acknowledges the various risks and in consideration of being allowed to enter and train at the Facility, Licensee and its individual personnel hereby assume the risk of injury, death, or property damage. City is not responsible for damage or loss to Licensee's property or that of its personnel which arises out of or relates to the use of the Facility.

**B. Insurance.** Accordingly, each Licensee must annually submit written documentation of having statutory workers' compensation for its personnel; and, general liability insurance to cover loss or damages to City's Facility (to include both debris removal and repairs in accordance with then-current applicable Codes); and, motor vehicle liability insurance. Each policy in an amount of not less than One Million Dollars (\$1,000,000) each, or a combined single limit of not less than Five Million dollars (\$5,000,000).

**3. City's obligations.** City shall provide: (A) Gate key or other means of access to the Facility for its intended purpose of training and certifying firefighters. (B) Normal water service to the same extent such is provided to AFD's own training exercises. However, water service is subject to interruption due to contingencies beyond the control of AFD, such as but not limited to: infrastructure failures, drought restrictions, or other causes. (C) General or routine maintenance, repair and upkeep of the Fire Training Facility and all appurtenances. (D) The AFD will provide the licensee with access to training resources (when available) at the Fire Training Facility, including but not limited to an AFD fire engine, ladders, hose, and equipment housed at the facility to support and/or enhance firefighter training. The SCBA cascade system, CPAT testing equipment, extractor PPE washing machine, electric golf cart, truck room, and classroom may also be made available to the fire academy when scheduling allows. (E) The AFD shall present a five-year capital improvement/maintenance budget to AMARILLO COLLEGE by June 30<sup>th</sup>, of each year for presentation during the licensee's fiscal budgeting workshops. (F) The AFD shall meet with licensee on a regular basis for the purposes of maintaining a positive working relationship and coordinating critical information between both parties (AFD and licensee).

**4. Licensee's Obligations.** Licensee shall: (A) Reserve the use of the Facility through the AFD Training Chief's office, at least 30 days in advance when possible. (B) Use the Facility only for its

intended purpose of training and certifying firefighters. All live fire operations shall be conducted in significant compliance with the current edition of NFPA 1403 - *Standard on Live Fire Training Evolutions*. All other uses of the facility are prohibited. (C) Unless agreed upon between both parties as stated in 3.D., provide at its own expense truck(s), ladder(s), hose(s), foam, tools, flashlights, radios, generators, masks & air bottles, instructional materials, instructors, supervisors, personal protective equipment, and any other item convenient or necessary for training. The licensee shall provide SCBA's and bottles for the AC fire academy, which may be stored in the truck room at the AFD fire training facility. (D) At the conclusion of a training session, assure that all water, lights, fans, pumps, motors, etc. are turned off, area is cleaned, and secure the Facility gate, before departing. (E) Promptly report to the AFD Training Chief any discovered need for routine maintenance or repair at the Facility and any damages that were incurred to the Facility during use. (F) Promptly report to the AFD Training Chief any injury to any person occurring at the Facility requiring more than basic first aid. (G) Absolutely no exercise activity shall ever require, involve, result in, or cause destruction or damage to the Facility infrastructure itself, with these exceptions: (1) normal wear and tear resulting from normal non-abusive use of the Facility, and (2) the destruction of An intentionally consumable prop such as a sofa or wrecked automobile. (H) Keep in force at all times during this Agreement and any renewal, the several insurance coverages described herein.

**5. Annual Fee.** Licensee agrees to pay to the City of Amarillo an annual payment of \$ 50,000 by no later than SEPTEMBER 31<sup>st</sup> of each year that this Agreement is in effect.

**6. Subletting and Guests Prohibited.** There shall be absolutely no subletting of the Facility to any other agency; or, the presence of any guests inside the fence. A request for such made at least five days prior to a scheduled training exercise may be considered by the AFD Training Chief for a good cause exception to this rule, such as for interagency familiarity training by neighboring agencies.

**7. Disclaimer of Warranties.** AS TO THE FACILITY (as defined above), THE CITY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. LICENSEE HAS HAD OPPORTUNITY TO INSPECT THE FACILITY AND HAS CONCLUDED FOR ITSELF THAT THE FACILITY IS SUITABLE FOR LICENSEE'S USES AND PURPOSES, AS-IS.

**8. Independent Contractor Relationship.** City is doing no more than providing access for Licensee to use for purposes of firefighting training and certification. Except as specified in this Agreement, City has no control or direction over the manner, means, timing, or methods used by Licensee or its personnel for its fire training, other than compliance with the terms and conditions of this Agreement and Exhibit A. There is no joint enterprise or effort between the parties as to any training activity. As an independent contractor, Licensee has no authority or right to represent or commit to any matter on behalf of City, unless such authority is expressly stated or of necessity can be reasonably implied from the terms of this Agreement.

**9. Contacts:** Each party hereby designates the following person as its official Point of Contact for administering this agreement:

**City of Amarillo**  
Fire Chief  
P.O. Box 1971  
Amarillo TX 79105

**Amarillo College**  
Vice President of Business Affairs  
P.O. Box 447  
Amarillo, TX 79178

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# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	June 9, 2020	<b>Council Priority</b>	Consent Agenda
<b>Department</b>	Planning and Development Services		
<b>Contact</b>	Cris Valverde – Assistant Director of Planning and Development Services		

## Agenda Caption

Consideration of an Aviation Clear Zone Easement, being 3,750 feet above mean sea level above the plat of Laureles Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being a unplatted tract of land in Section 76, Block 2, A.B.&M. Survey, Randall County, Texas.

## Agenda Item Summary

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

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

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

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

# Amarillo City Council Agenda Transmittal Memo



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## Requested Action

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

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## Funding Summary

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

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## Community Engagement Summary

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N/A

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## Staff Recommendation

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Staff recommends approval of this Aviation Clear Zone Easement.

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

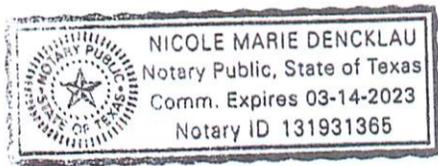
IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 27 day of May, 2020.

GRANTOR  
[Signature]  
Yvonne Laureles

GRANTOR  
[Signature]  
Domingo Laureles

THE STATE OF Texas §  
COUNTY OF Randall §

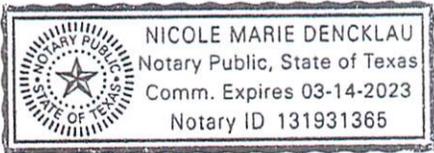
This instrument was acknowledged before me on this the 27 day of May, 2020, by Yvonne Laureles.



[Signature]  
Notary Public, State of Texas

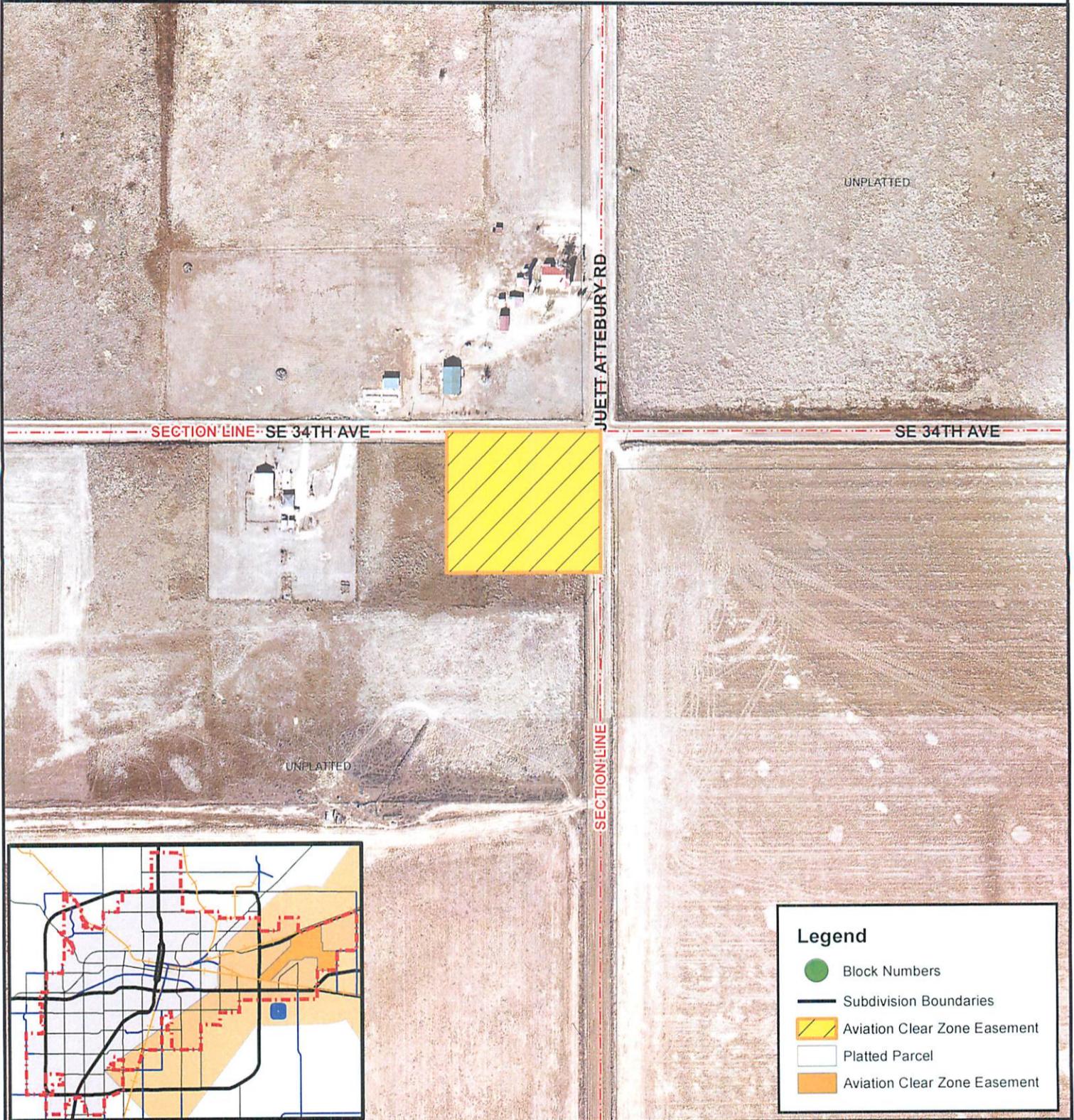
THE STATE OF Texas §  
COUNTY OF Randall §

This instrument was acknowledged before me on this the 27 day of May, 2020, by Domingo Laureles.



[Signature]  
Notary Public, State of Texas

# AVIATION CLEAR ZONE EASEMENT



**Legend**

- Block Numbers
- Subdivision Boundaries
- Aviation Clear Zone Easement
- Platted Parcel
- Aviation Clear Zone Easement

## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 300 feet  
 Date: 4/22/2020  
 Case No: ACZ-20-08



Aviation Clear Zone Easement being 3,750 feet above mean sea level above the plat of Laureles Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being a unplatted tract of land in Section 76, Block 2, A.B.&M. Survey, Randall County, Texas

Vicinity: Juett-Attebury Rd. and County Rd. 34

Applicant/s: Yvonne and Domingo Laureles

AP: T-14

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

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	June 9, 2020	<b>Council Priority</b>	Consent Agenda
<b>Department</b>	Planning and Development Services		
<b>Contact</b>	Cris Valverde – Assistant Director of Planning and Development Services		

## Agenda Caption

Consideration of an Aviation Clear Zone Easement, being 4,400 feet above mean sea level above the plat of Pony Estates Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 151, Block 2, A.B.&M. Survey, Randall County, Texas.

## Agenda Item Summary

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

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

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

This ACZ Easement is establishing a height regulation of 4,400 feet above mean sea level for the plat of Pony Estates Unit No. 1.

# Amarillo City Council Agenda Transmittal Memo



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## Requested Action

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

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## Funding Summary

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

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## Community Engagement Summary

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N/A

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## Staff Recommendation

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Staff recommends approval of this Aviation Clear Zone Easement.

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AVIATION CLEAR ZONE EASEMENT

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

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

Aviation Clear Zone Easement, being 4,400 feet above mean sea level above the plat of Pony Estates Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 151, Block 2, A.B.&M. Survey, Randall County, Texas.

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

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,400 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4,400 feet above mean sea level.

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

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

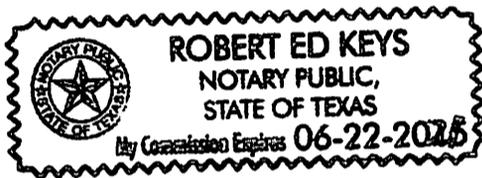
IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 7<sup>th</sup> day of March, 2020.

GRANTOR

Rosanna Soliz  
Rosanna Soliz

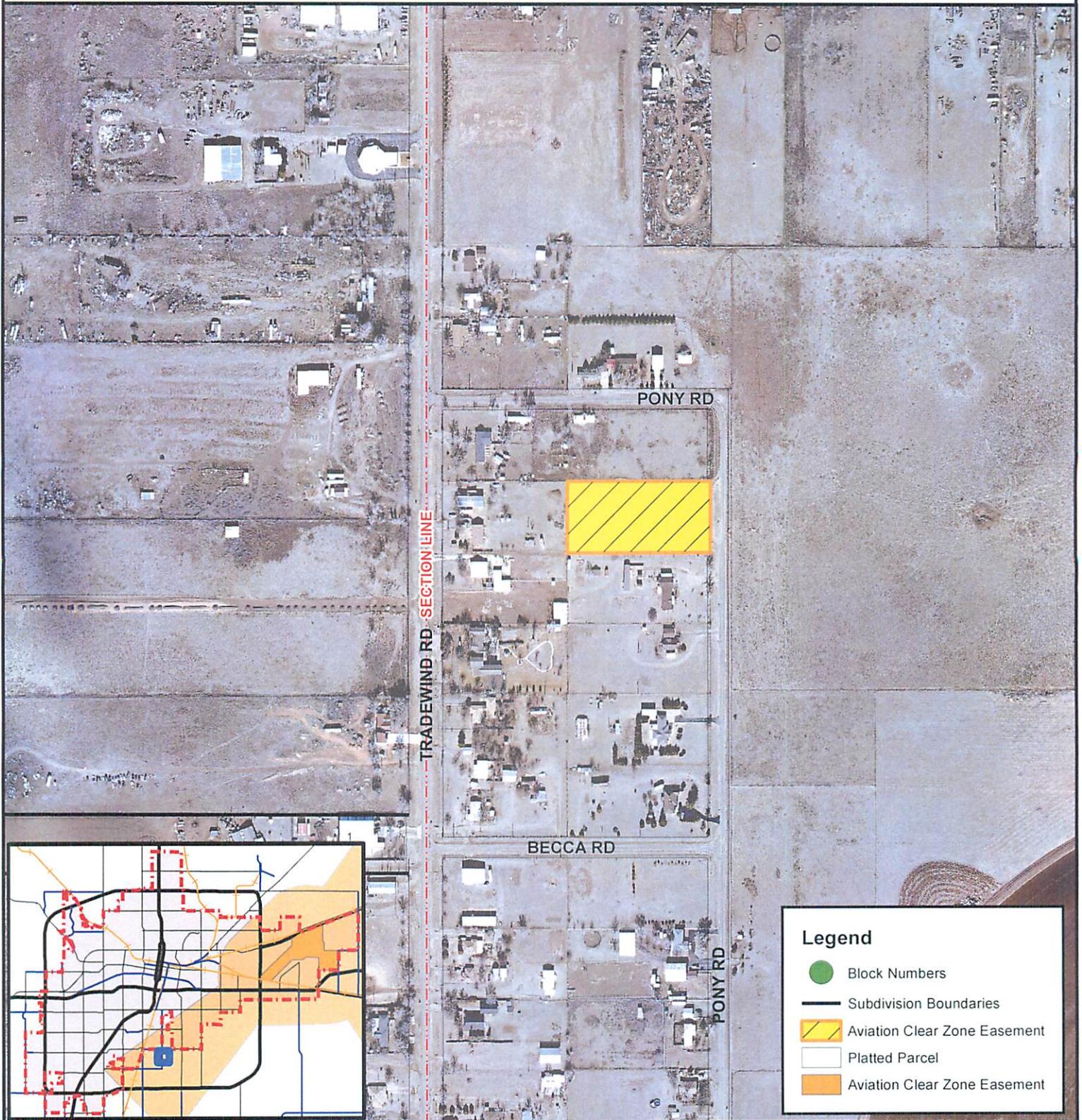
THE STATE OF Texas §  
COUNTY OF ROMERO §

This instrument was acknowledged before me on this the 7<sup>th</sup> day of March, 2020,  
by Rosanna Soliz.



[Signature]  
Notary Public, State of Texas

# AVIATION CLEAR ZONE EASEMENT



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 400 feet  
 Date: 2/17/2020  
 Case No: ACZ-20-02



Aviation Clear Zone Easment, being 4,400 feet above mean sea level above the plat of Pony Estates Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 151, Block 2, A.B.&M. Survey, Randall County, Texas.

Vicinity: Rebecca Rd & Pony Rd

Applicant: Rosanna Soliz

AP: O-16

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

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	June 9, 2020	<b>Council Priority</b>	Consent Agenda
<b>Department</b>	Planning and Development Services		
<b>Contact</b>	Cris Valverde – Assistant Director of Planning and Development Services		

## Agenda Caption

Consideration of an Aviation Clear Zone Easement, being 3,900 feet above mean sea level above the plat of Route 66 Motor Speedway Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 76, Block 2, AB&M Survey, Randall County, Texas.

## Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Route 66 Motor Speedway Unit No. 1.

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

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

This ACZ Easement is establishing a height regulation of 3,900 feet above mean sea level for the plat of Route 66 Motor Speedway Unit No. 1.

# Amarillo City Council Agenda Transmittal Memo



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## Requested Action

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

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## Funding Summary

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

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## Community Engagement Summary

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N/A

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## Staff Recommendation

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Staff recommends approval of this Aviation Clear Zone Easement.

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IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 8 day of May, 2020.

GRANTOR

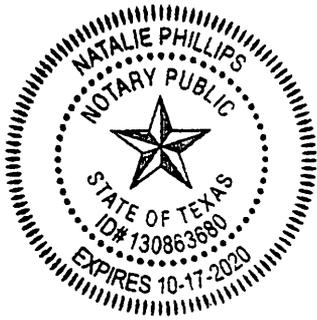
Bill Worth  
William W. Worthen

THE STATE OF TX §

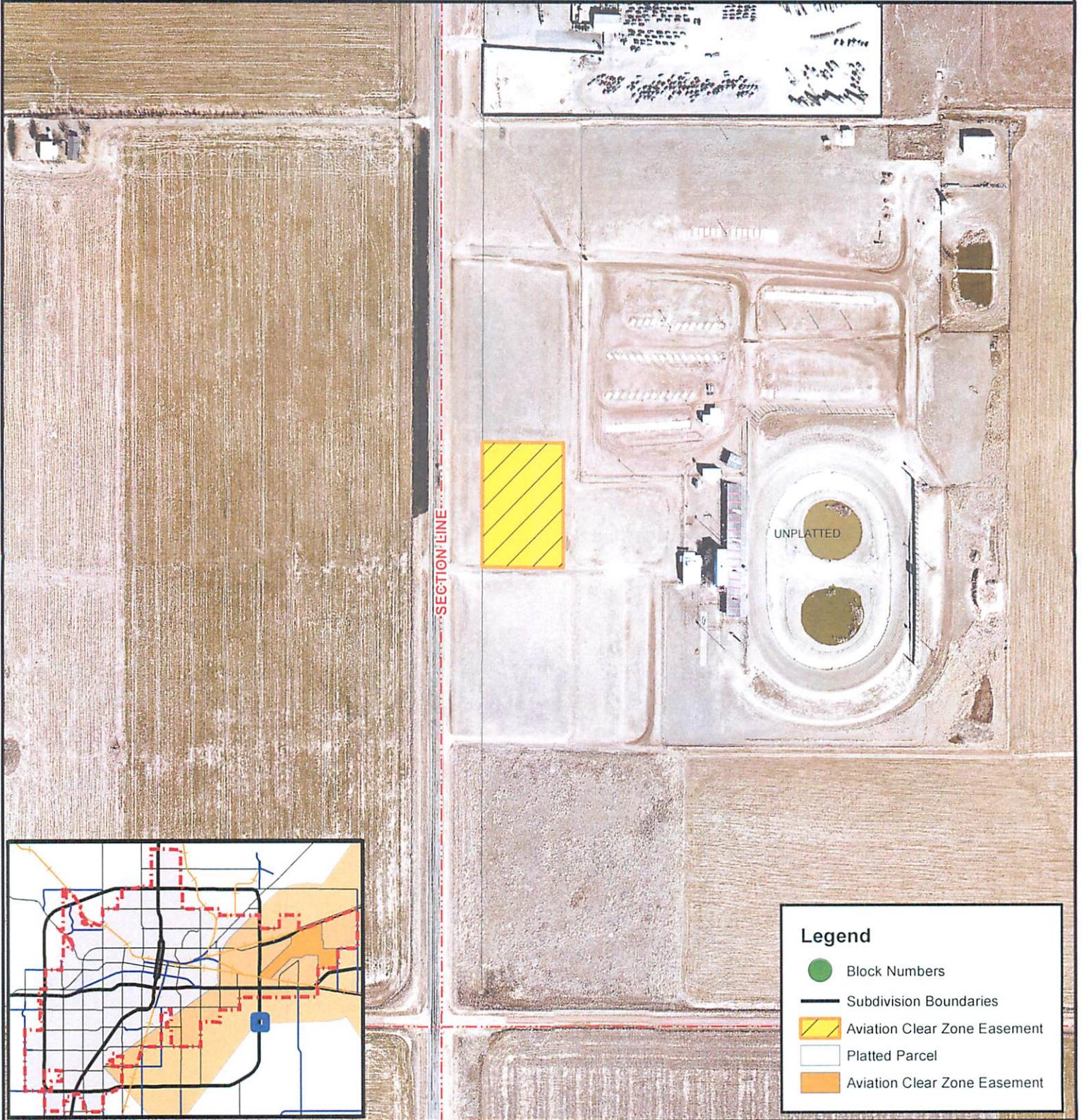
COUNTY OF Randall §

This instrument was acknowledged before me on this the 8 day of May, 2020, by William W. Worthen.

Natalie Phillips  
Notary Public, State of Texas



# AVIATION CLEAR ZONE EASEMENT



**Legend**

- Block Numbers
- Subdivision Boundaries
- Aviation Clear Zone Easement
- Platted Parcel
- Aviation Clear Zone Easement

## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 400 feet  
 Date: 3/16/2020  
 Case No: ACZ-20-05



Aviation Clear Zone Easement, being 3,900 feet above mean sea level above the plat of Route 66 Motor Speedway Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 76, Block 2, AB&M Survey, Randall County, Texas.

Vicinity: SE 46th and Loop 335  
 Applicant: William Worthen

AP: T-14

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

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	June 9, 2020	<b>Council Priority</b>	Consent Agenda
<b>Department</b>	Planning and Development Services		
<b>Contact</b>	Cris Valverde – Assistant Director of Planning and Development Services		

## Agenda Caption

Consideration of an Aviation Clear Zone Easement, being 4,450 feet above mean sea level above the plat of Yucca Addition Unit No. 5, a suburban subdivision to the City of Amarillo, being an unplatted tract of land out of Section 143, Block 2, A.B.& M. Survey, Randall County, Texas

## Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Yucca Addition Unit No. 5.

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

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

This ACZ Easement is establishing a height regulation of 4,450 feet above mean sea level for the plat of Yucca Addition Unit No. 5.

# Amarillo City Council Agenda Transmittal Memo



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## Requested Action

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

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## Funding Summary

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

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## Community Engagement Summary

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N/A

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## Staff Recommendation

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Staff recommends approval of this Aviation Clear Zone Easement.

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AVIATION CLEAR ZONE EASEMENT

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

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

Aviation Clear Zone Easement, being 4,450 feet above mean sea level above the plat of Yucca Addition Unit No. 5, a suburban subdivision to the City of Amarillo, being an unplatted tract of land out of Section 143, Block 2, A. B. & M. Survey, Randall County, Texas

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

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

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

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 14<sup>th</sup> day of May, 2020.

GRANTOR

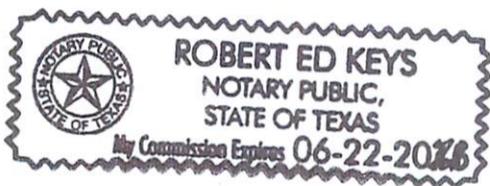
*Veronica Lopez*  
Veronica Lopez

THE STATE OF Texas §

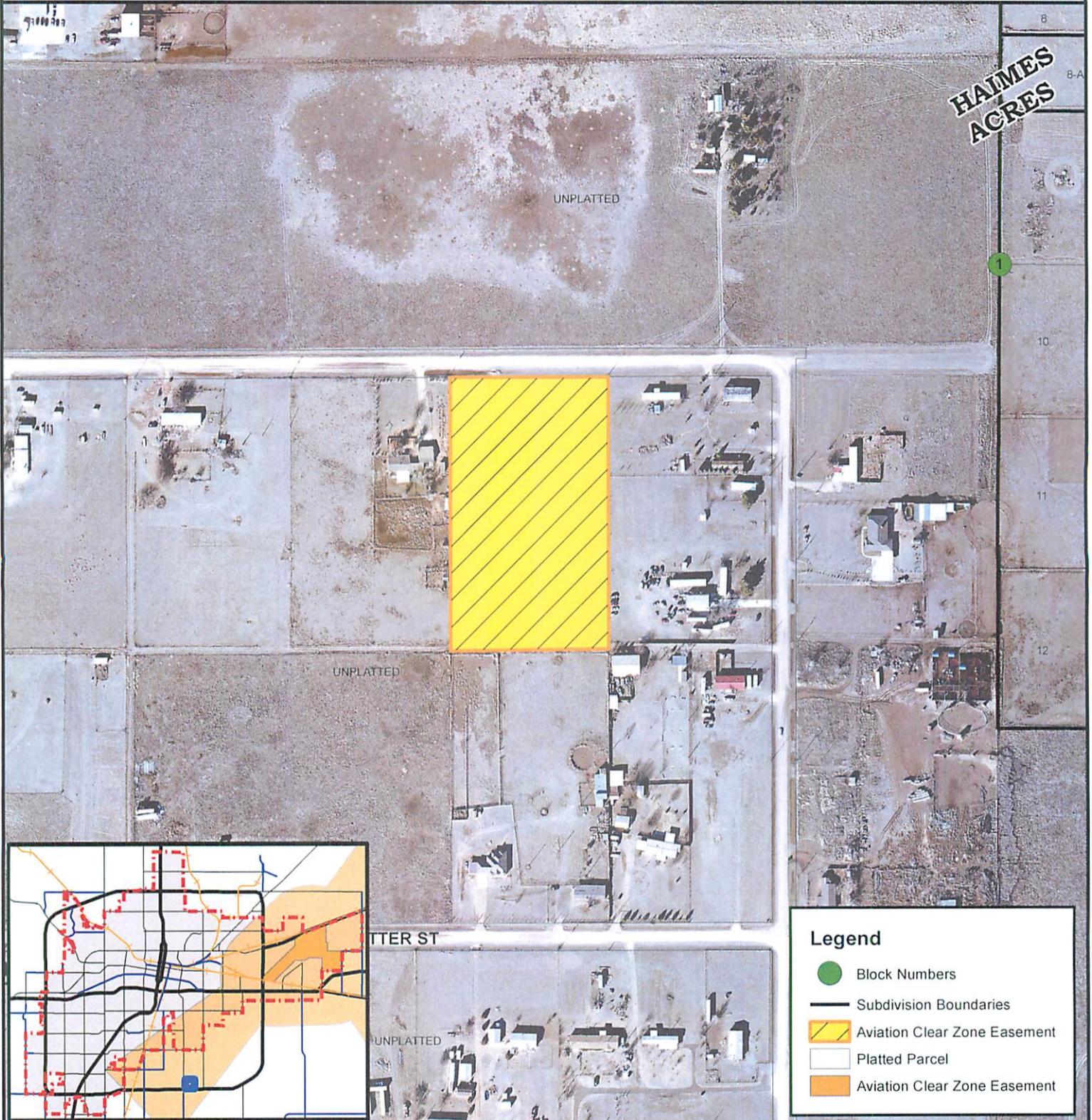
COUNTY OF Kanawha §

This instrument was acknowledged before me on this the 14<sup>th</sup> day of May, 2020, by Veronica Lopez.

*R. Ed Keys*  
Notary



# AVIATION CLEAR ZONE EASEMENT



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 300 feet  
 Date: 3/26/2020  
 Case No: ACZ-20-07



Aviation Clear Zone Easement being 4,450 feet above mean sea level above the plat of Yucca Addition Unit No. 5, a suburban subdivision to the City of Amarillo, being an unplatted tract of land out of Section 143, Block 2, AB&M Survey, Randall County, Texas

Vicinity: Marlboro Rd. & Binder St.

Applicant: CRP, Inc.

AP: P-17

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

A



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	June 9, 2020	<b>Council Priority</b>	Council Pillar
<b>Department</b>	Legal Department		
<b>Contact</b>	Leslie Schmidt, Senior Assistant City Attorney		

### Agenda Caption

RESOLUTION – AUTHORIZING THE ANNUAL SELECTION OF THE MAYOR PRO TEMPORE  
(Contact: Leslie Schmidt, Senior Assistant City Attorney)

This Resolution authorizes the City Council to annually select the Mayor Pro Tempore. The Mayor Pro Tempore assumes the role of the Mayor when the Mayor is unavailable.

### Agenda Item Summary

The office of Mayor Pro Tempore serves an important leadership role for the City and assumes the Mayor’s role when the Mayor is unavailable. The Mayor Pro Tempore is often called upon to represent the City at local events, ceremonies, and celebrations and may be called upon to represent the City at State and Regional conferences, among other duties. This Resolution provides for an annual selection process by the members of the City Council.

### Requested Action

City Council consideration and approval of the Resolution.

### Funding Summary

N/A

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommendation is to approve the Resolution providing for the annual selection of the Mayor Pro Tempore.

RESOLUTION NO. 06-09-20-1

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED this 9<sup>th</sup> day of June, 2020.

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Ginger Nelson, Mayor

ATTEST:

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Frances Hibbs, City Secretary

APPROVED AS TO FORM:

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Bryan McWilliams, City Attorney

# Amarillo City Council Agenda Transmittal Memo



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Meeting Date	June 9, 2020	Council Priority	
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Department	Legal	Contact Person	Bryan McWilliams
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**Agenda Caption**

CONSIDERATION OF RESOLUTION NO. \_\_\_\_\_

DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO CONFIRMING AND CONTINUING THE MAYOR'S 6th AMENDED DECLARATION OF DISASTER.

**Agenda Item Summary**

This Resolution allows for the renewal of the Mayor's Sixth Amended Declaration of Disaster for the City of Amarillo, Texas and hereby continues the local state of disaster pursuant to Section 418.108(b) of the Texas Government Code.

**Requested Action**

Approval of Resolution

**Funding Summary**

N/A

**Community Engagement Summary**

N/A

**Staff Recommendation**

Staff recommends approval as presented

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO CONFIRMING AND CONTINUING THE MAYOR'S FIFTH AMENDED DECLARATION OF DISASTER; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, in December 2019, a novel coronavirus, now designated COVID-19, was detected in Wuhan, China; and

WHEREAS, Symptoms of COVID-19 include fever, cough and shortness of breath, and can range from mild to severe illness; and

WHEREAS, on March 13, 2020, the President of the United States declared a state of emergency related to the outbreak of COVID-19 and urged citizens to practice social distancing protocols; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbot declared a state of emergency related to the outbreak of COVID-19 and suspended multiple state statutes and rules to promote social distancing protocols; and

WHEREAS, on March 18, 2020, the Local Health Authority and the City of Amarillo Public Health Department received confirmation of two cases of COVID-19 in the City of Amarillo; and

WHEREAS, on March 18, 2020 at 7:15 PM the Mayor of the City of Amarillo issued a Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's Declaration of Disaster on March 24th, 2020; and

WHEREAS, on March 30, 2020 at 9:00 AM the Mayor of the City of Amarillo issued a First Amended Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's First Amended Declaration of Disaster on March 31<sup>st</sup>, 2020 continuing it until 11:59 PM, April 14<sup>th</sup>, 2020; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's First Amended Declaration of Disaster on April 14, 2020 continuing it until 11:59 PM, April 30, 2020; and

WHEREAS, on April 24th, 2020 the Mayor of the City of Amarillo issued a Second Amended Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's Second Amended Declaration of Disaster on April 28th, 2020 continuing it until 11:59 PM, April 30, 2020; and

WHEREAS, on April 29th, 2020 the Mayor of the City of Amarillo issued a Third Amended Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's Third Amended Declaration of Disaster on May 5th, 2020; and

WHEREAS, on May 7th, 2020 the Mayor of the City of Amarillo issued a Fourth Amended Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's Fourth Amended Declaration of Disaster on May 12th, 2020; and

WHEREAS, on May 22nd, 2020 the Mayor of the City of Amarillo issued a Fifth Amended Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's Fifth Amended Declaration of Disaster on May 26th, 2020; and

WHEREAS, on June 4, 2020 the Mayor of the City of Amarillo issued a Sixth Amended Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, the Amarillo City Council has determined that it is necessary to renew and continue the state of local disaster to promote and protect the public health, safety, and welfare of citizens.

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

SECTION 1. (i) That the City Council consents and renews the Mayor's Sixth Amended Declaration of Disaster for the City of Amarillo, Texas and hereby continues the local state of disaster pursuant to Section 418.108(b) of the Texas Government Code; and

(ii) Pursuant to Section 418.108(c) of the Government Code, this renewal and continuation of the declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary; and

(iii) Pursuant to Section 418.108(d) of the Government Code, this renewal and continuation of the declaration of a local state of disaster continues the activation of the city emergency operations plan and that the furnishing of aid and assistance under the declaration is hereby authorized and that all appropriate preparedness and response aspects of the plan are continued; and

(iv) That the use of all available resources of the City of Amarillo that are reasonably necessary to cope with the disaster are hereby authorized; and

(v) To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement which would impede the City's emergency response

necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared disaster and only for that limited purposes; and

(vi) That pursuant to Section 418.108(g) of the Government Code, the Mayor of the City of Amarillo may control ingress to and egress from a disaster area within the incorporated limits of the City of Amarillo and control the movement of persons and occupancy of premises in that area; and

(vii) Pursuant to Section 122.006 of the Health and Safety Code, the City of Amarillo may adopt rules to protect the health and safety of persons in the municipality, including quarantine rules to protect residents against communicable disease.

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

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

INTRODUCED AND PASSED this 9th Day of June 2020

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Ginger Nelson, Mayor

ATTEST:

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Frances Hibbs, City Secretary

APPROVED AS TO FORM:

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Bryan McWilliams, City Attorney