

**PUBLIC NOTICE OF MEETING
AMARILLO COLLEGE BOARD OF REGENTS
AGENDA FOR REGULAR MEETING
September 23, 2025
6:00 p.m.**

The Regular Meeting of the Board of Regents of the Amarillo Junior College District will be held beginning at 6:00 p.m. on Tuesday, September 23, 2025, in the Palo Duro Room, College Union Building, 2nd floor, on the Washington Street Campus, 2201 S. Washington Street, Amarillo, Texas 79109.

Live Stream Link <https://info.actx.edu/BOR>

The subjects to be discussed, considered, or upon which any formal action may be taken are as follows:

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If during the course of the meeting, any discussion of any item on the agenda or any other permitted matter(s) should be held in closed meeting, the Board will convene in such closed meeting in accordance with the applicable section of the Texas Government Code, Title 5, Chapter 551 et seq.

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

Mission:

Transforming our community and economy through learning, innovation, and achievement.

Live Stream Link <https://info.actx.edu/BOR>

The Regular meeting of the Board of Regents of the Amarillo Junior College District will be held beginning at 6:00 p.m. on Tuesday, September 23, 2025, in the Palo Duro Room, College Union Building – 2nd floor, on the Washington Street Campus, 2201 S. Washington Street, Amarillo, Texas.

The subjects to be discussed, considered, or upon which any formal action may be taken are as follows:

1. CALL TO ORDER

2. WELCOME

3. PLEDGE OF ALLEGIANCE

4. PRAYER

5. SGA REPORT – Kennedy Juarez, SGA Vice-President

6. REGENTS' REPORTS, COMMITTEES, AND COMMENTS REGARDING AC AFFILIATES

Executive Committee – report by Barrett-Chair, Betancourt, Carlisle, Pesina

AC Foundation – report by Fortunato, Mize

Amarillo Museum of Art (AMoA) – report by Fortunato

Panhandle PBS – report by Thomas, Woodburn

Tax Increment Reinvestment Zone (TIRZ) – report by Woodburn

Tax Increment Reinvestment Zone 2 (TIRZ 2) – report by Betancourt

Tax Increment Reinvestment Zone 3 (TIRZ 3) – report by Proffer

Standing Policies & Procedures Committee – report by Carlisle-Chair, Fortunato, Hughes, Turner

Finance Committee (AC Investment, Potential Lease & Sales Opportunities) – report by Mize-Chair, Barrett, Fortunato, Proffer

Legislative Affairs Committee – report by Betancourt-Chair, Carlisle, Hughes, Woodburn

Community College Association of Texas Trustees (CCATT) – report by Betancourt

Nominating Committee – report by Woodburn-Chair, Fortunato, Proffer, Thomas

7. PRESIDENT'S REPORT – Dr. Jamelle Conner

This item is placed on the agenda so that the College President may provide updates on recent presidential activities, community engagements, and other newsworthy items.

This item is for discussion only. No action is required.

8. PUBLIC BROADCASTING SERVICE (PBS) UPDATE – Mr. Kevin Ball

This item is placed on the agenda so there can be discussion on the projected financial position of Panhandle PBS for fiscal years 2025–2026 and 2026–2027 in light of the rescinding of federal funding from the Corporation for Public Broadcasting and its potential impact on operations and sustainability.

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9. PUBLIC COMMENTS

10. MINUTES

Minutes of the regular board meeting on August 26, 2025 have been provided to the Regents.

After discussion, the Board may wish to approve these minutes.

11. CONSENT AGENDA

A. APPOINTMENTS

The Faculty Appointments for approval by the Board are attached at page 5.

B. BUDGET AMENDMENTS

The Budget Amendments for approval by the Board are attached at page 6.

After discussion, the Board may wish to approve the Consent Agenda.

12. GUIDELINES AND CRITERIA FOR TAX ABATEMENT

This item is placed on the agenda in order for the Board of Regents to deliberate and take appropriate action on reviewing its guidelines and criteria governing tax abatement agreements, as required by Texas Tax Code Section 312.002. Copies of the Guidelines and Criteria adopted by the City of Amarillo and the proposed resolution of Amarillo College is attached at pages 7-28.

After discussion, the Board of Regents may elect to become eligible to participate in tax abatement and adopt the same guidelines and criteria adopted by the City of Amarillo on August 12, 2025

13. TAX ABATEMENT

Consider and take appropriate action on an application for property tax abatement under Ch. 312 of the Texas Tax Code, described as follows:

International Aerospace Coatings, Inc., a Washington corporation doing business in Texas as Associated Painters, Inc, or related entity for tax abatement on improvements associated with the location of their business within Reinvestment Zone #25, being a 3.495 acre tract of land lying in Section 51, Block 2, A.B. & M. Survey in Potter County, Texas. The City of Amarillo has approved this tax abatement agreement on July 22, 2025.

After discussion, the Board of Regents may elect to participate in the tax abatement for this project on the same terms and to the same extent as the City of Amarillo.

14. APPROVAL OF USE OF FACILITIES AGREEMENT WITH PANHANDLE BASEBALL CLUB, INC. DBA AMARILLO SOD POODLES – Mr. Mark White

This item is placed on the agenda in order for the Board of Regents to consider approval of the Facilities Use Agreement between Amarillo College and Panhandle Baseball Club, Inc. allowing Amarillo College Athletics to play intercollegiate baseball games at Hodgetown. The Agreement showing the increase in rental rate is included in the materials provided on pages 29-31.

After discussion, the Board of Regents may wish to approve the agreement.

15. INVESTMENT REPORT – Mr. Chris Sharp

The Board of Regents will be presented the Quarterly Investment Report for the period June 1, 2025 through August 31, 2025. A copy of the report will be provided to the Regents.

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After discussion, the Board may wish to approve the Quarterly Investment Report.

16. NOMINATIONS FOR THE DEAF SMITH COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS – Mr. Chris Sharp

The Deaf Smith County Appraisal District has begun the process of accepting nominations for the 2026-2027 County Appraisal District Board. In accordance with Texas Tax Code Section 6.03, all positions of the Deaf Smith CAD Board of Directors are up for re-election for the 2026-2027 term. The Amarillo College Board of Regents members have been provided a list of the current board members to be considered for nomination on page 32. Other nominations for the board may also be submitted to the Deaf Smith County Appraisal District.

After discussion, the Board may wish to nominate the current board members and submit additional names for nominations to be placed on the ballot for the Deaf Smith County Appraisal District Board of Directors.

17. NOMINATIONS FOR THE POTTER-RANDALL APPRAISAL DISTRICT BOARD OF DIRECTORS – Mr. Chris Sharp

The Potter-Randall Appraisal District has begun the process of nominating individuals to serve on their Board of Directors. The Amarillo College Board of Regents members have been provided packets that consist of a calendar for the 2025 election, the eligibility requirements of a board member, a list of the current members of the two county boards who are willing to continue to serve, and the voting entitlement according to Texas Property Tax Code Section 6.03(d).

After discussion, the Board may wish to submit nominations for the Board of Directors for the Potter-Randall Appraisal District.

18. NOMINATIONS FOR THE MOORE COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS – Mr. Chris Sharp

The Moore County Appraisal District Board of Directors has begun the process of taking nominations for the 2026-2027 Board of Directors. Each entity's entitled votes are calculated as prescribed by the Texas Property Tax Code 6.03(d) and listed on the nomination form included in the board packet. A list of qualifications for the Moore County Appraisal District Board of Directors is also included on the nomination form on pages 35-36.

After discussion, the Board may wish to nominate and submit names to be placed on the ballot for the Moore County Appraisal District Board of Directors.

19. ORDER FOR ANNEXATION – Mr. Chris Sharp

Attached at page 37 is an Order for Annexation of Territory to Amarillo Junior College District. The City of Amarillo has annexed 168.77 acres of land lying adjacent to and adjoining the City of Amarillo, Texas. Maps and exhibits showing the area are attached at pages 38-56. It is recommended that this territory be annexed to the Amarillo Junior College District.

After discussion, the Board may wish to approve the aforementioned territory annexation.

20. ORDER FOR ANNEXATION – Mr. Chris Sharp

Attached at pages 57 is an Order for Annexation of Territory to Amarillo Junior College District. The City of Amarillo has annexed 477.36 acres of land lying adjacent to and adjoining the City of Amarillo, Texas. Maps and exhibits showing the area are attached at pages 58-76. It is recommended that this territory be annexed to the Amarillo Junior College District.

After discussion, the Board may wish to approve the aforementioned territory annexation.

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21. REQUEST FOR PROPOSAL NO. 1421 – MENTAL HEALTH AND/OR HEALTHCARE SERVICES FOR AMARILLO COLLEGE STUDENTS – Mr. Bob Austin

RFP No. 1421, for the Mental Health and/or Healthcare Services for Amarillo College Students, was advertised in the Amarillo Globe News on February 23, 2025, and March 2, 2025. Project documents were obtained by eleven (11) vendors with eleven (11) proposals submitted. The proposals were then narrowed down to five (5) during the best and final offer process. A tabulation of the proposal received is attached at page 77.

Approval of the award being granted to Telus Health in the amount of \$92,950.00 is requested.

Funding for the teletherapy solution is from the Counseling budget.

After discussion, the Board may wish to approve the award to Telus Health

22. INVITATION TO BID PACKAGE NO. 1426-BEST VALUE INVITATION FOR BID FOR TWO SEMI CONCERT GRAND PIANOS FOR THE MUSIC AND THEATRE DEPARTMENT - Mr.

Chris Sharp

IFB No. 1422, best value invitation for bid for two semi concert grand pianos for the Music and Theatre Department, was advertised in the Amarillo Globe News on August 10, 2025 and August 17, 2025.

Bid Documents were obtained by three (3) companies, with four (4) company proposals submitted. A tabulation of the proposals received is attached at page 78.

Approval of the award being granted to Lubbock Piano Gallery for \$144,530 is requested.

After discussion, the Board may wish to approve the award to Lubbock Piano Gallery.

23. CLOSED MEETING

There will be a closed meeting for the Board of Regents to deliberate the following:

- (a) Private consultation with the college attorney to receive confidential advice on two litigation matters in accordance with Texas Government Code Section 551.071.
- (b) Deliberate the lease of certain property in accordance with Texas Government Code Section 551.072.

President Jamelle Conner, Counsel Mark White, and Vice President of Business Affairs Chris Sharp will be asked to stay for both items. Outside counsel for the college may attend.

No action will be taken in the closed meeting.

24. ADJOURNMENT

NOTE: The Board of Regents will have dinner at 5:15 p.m. in the College Union Building, 2nd Floor, Room 208. the Regular Meeting will begin at 6:00pm in the Palo Duro Room.

If during the course of the meeting, any discussion of any item on the agenda or any other permitted matter(s) should be held in closed meeting, the Board will convene in such closed meeting in accordance with the applicable section of the Texas Government Code, Title 5, Chapter 551 et seq.

FACULTY APPOINTMENTS

Campos, Homero - Instructor - Music

Effective Date: 8/16/2025
Salary: \$58,860.45
Qualifications: Master's Degree
Experience: 25 years industry, 20 years teaching
Replacement for: N/A

Kimmell, Tiffany- Instructor/Program Coordinator - Adult Learner

Effective Date: 8/16/2025
Salary: \$50,939.60
Qualifications: Bachelor's Degree
Experience: 11 years industry, 7 years teaching
Replacement for: N/A

Plunk, Dennis- Instructor - Dental Hygiene

Effective Date: 8/16/2025
Salary: \$63,089.00
Qualifications: Doctorate Degree
Experience: 51 years industry, 3 years teaching
Replacement for: Joe Henderson

Vincent, Rebecca- Instructor- Associate Degree Nursing

Effective Date: 8/16/2025
Salary: \$57,572.00
Qualifications: Master's Degree
Experience: 8 years industry, 27 years teaching
Replacement for: Olivia Spinhirne

Young, Kerrie- Director of Associate Degree Nursing Program - Assistant Professor

Effective Date: 8/18/2025
Salary: \$75,988.48
Qualifications: Doctorate Degree, RN
Experience: 8 years industry, 17 years teaching
Replacement for: Jamie Mears/Jodi Kyle

Serafini, Brian- Instructor - Sociology

Effective Date: 8/18/2025
Salary: \$64,136.88
Qualifications: Master's Degree
Experience: 8 years teaching
Replacement for: Debra Avara

Smith, Terry- Instructor - Automotive Technology

Effective Date: 8/18/2025
Salary: \$45,970.56
Qualifications: Automotive Certificate
Experience: 39 years industry
Replacement for: Gerod Strother

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**AMARILLO COLLEGE
BUDGET AMENDMENTS
September 23, 2025**

- 1. Enrollment Management/Student Affairs – transfer of funds to cover overages experienced at year end.**

Increase V.P. of Enrollment Management – Travel Pool	\$6,934.39
Increase V.P. of Enrollment Management – Other Pool	\$7,690.96
Increase Outreach Services – Supplies Pool	\$43.73
Increase Outreach Services – Other Pool	\$7.50
Decrease Fin. Aid Office – Other Pool	(\$10,000.00)
Decrease V.P. of Student Affairs – Travel Pool	(\$2,084.93)
Decrease V.P. of Student Affairs – Supplies Pool	(\$2,591.65)

- 2. Information Technology Services – transfer of funds to cover overage on blanket purchase order with Tascosa Office Machines for FY 2025.**

Increase Cannon Copiers – Lease/Rent Equipment	\$25,248.36
Decrease Contingency-TREC – Capital Equipment Pool	(\$25,248.36)

- 3. TxDot Heavy – transfer of funds to cover overages experienced at year end.**

Increase Heavy Equipment Training – Supplies Pool	\$11,698.43
Decrease TxDot Contract CE – Other Pool	(\$6,227.86)
Decrease Heavy Equipment Training – Other Pool	(\$5,470.80)

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RESOLUTION NO. 08-12-25-2

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS CITY COUNCIL: RENEWING AND READOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES FOR THE CITY OF AMARILLO.

WHEREAS, a municipality may enter into tax abatement agreements authorized by Chapter 312 of the Texas Tax Code ("Code") only if the governing body of the municipality has previously adopted a resolution stating that the municipality elects to be eligible to participate in tax abatement and has established guidelines and criteria governing general tax abatement agreements; and

WHEREAS, pursuant to the Code, a tax abatement policy is effective for two (2) years from the date of its adoption; and

WHEREAS, by Resolution originally passed, approved, and adopted on the 15th day of August 2023, a copy of which is attached hereto as Exhibit B, the City Council of the City of Amarillo adopted guidelines and criteria for granting tax abatement within reinvestment zones; and

WHEREAS, the current guidelines and criteria expire on August 15, 2025, and the City Council deems it appropriate to readopt such guidelines and criteria for an additional period of two years.

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

SECTION 1. That the City elects to be eligible to participate in tax abatement in accordance with Chapter 312 of the Code.

SECTION 2. The guidelines and criteria attached hereto as Exhibit "A," which constitute the guidelines and criteria governing tax abatement guidelines entered into by the City effective from August 15, 2025, through August 15, 2027, unless earlier amended or repealed as required by Code, as amended.

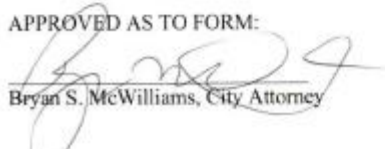
PASSED AND APPROVED by the City Council of the City of Amarillo, Texas on the 12th day of August 2025.


Cole Stanley, Mayor

ATTEST:


Stephanie Coggins, City Secretary

APPROVED AS TO FORM:


Bryan S. McWilliams, City Attorney

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

Exhibit A

RESOLUTION NO. 08-15-23-2

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS CITY COUNCIL: ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES FOR THE CITY OF AMARILLO; PROVIDING A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo desires to participate in tax abatements from time to time as the City Council may find appropriate, in accordance with the criteria and guidelines herein adopted;

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

SECTION 1. That for tax abatements in reinvestment zones adopted by the City of Amarillo, the fundamental purpose is to stimulate growth and create jobs, and the following guidelines and general criteria will apply:

- A. Tax abatements may be provided for both new facilities and structures and for the expansion or modernization of existing facilities and structures. Each project proposed for tax abatement shall be considered individually on its own merits, benefit to the public, and in context of any other economic incentives for the project or existing in the reinvestment zone.
- B. The developer, property owner, project owner, or other recipient of a tax abatement must annually certify in writing to the governing body of each participating taxing unit that the developer, owner or recipient is in compliance with each applicable term of the agreement.
- C. Only the taxable value of improvements to real property or tangible personal property that is brought to the real property after the execution of a tax abatement agreement will qualify for tax abatement.
- D. A tax abatement agreement must ensure that the periods of abatement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs retained or created.
- E. Expansion or modernization of existing facilities qualifies for tax abatement if the expansion meets the qualifications for capital expenditures and nets new jobs. The number of jobs created must be new jobs and not replacement of jobs which were in the payroll within the year immediately prior to application for tax abatement. A tax

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abatement shall not be granted if the facility has been the subject of or included in a prior tax abatement agreement.

F. If a new facility is constructed to replace an existing facility, and the existing facility is abandoned by the developer, property owner, project owner, or other recipient of a tax abatement, only the difference in taxable value of the new facility over the existing facility will qualify for tax abatement.

G. An agreement will be executed by the developer, property owner, project owner, or other recipient of a tax abatement which incorporates the terms of this resolution and includes any other site and development specific terms which might be found applicable at the time.

H. The tax abatement agreement will require, among other things, that the City of Amarillo will have the right of access to the site and books and records of the applicant for tax abatement to determine compliance with statutory requirements and the agreement. Failure to fulfill any of the requirements of the agreement will result in cancellation of the agreement and retroactive loss of tax abatement.

SECTION 2. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

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


INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on the 15th day of August, 2023.


Cole Stanley, Mayor

ATTEST:


Stephanie Coggins, City Secretary

APPROVED AS TO FORM:


Bryan McWilliams, City Attorney

**TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF AMARILLO
AND INTERNATIONAL AEROSPACE COATINGS, INC.**

STATE OF TEXAS §
 §
COUNTY OF POTTER §

This Tax Abatement Agreement ("***Agreement***"), is entered into as of July 22, 2025 ("***Effective Date***"), by and between the City of Amarillo, Texas ("***City***"), a home rule city and municipal corporation located in Potter and Randall Counties, Texas, duly acting herein by and through its City Manager or other designated representative, and International Aerospace Coatings, Inc., a Washington corporation doing business in Texas as Associated Painters, Inc. ("***Recipient***").

WITNESSETH:

WHEREAS, the City Council of the City of Amarillo, Texas ("***City Council***") indicated its election to be eligible to participate in Tax Abatements in the Resolution Adopting Guidelines and Criteria for Tax Abatement in the City of Amarillo ("***Policy Statement***"), by the passage of Resolution No. 7-26-88-1 on the 21st day of July, 1988; and

WHEREAS, on the 15th day of August, 2023, the City Council readopted the Policy Statement by the passage of Resolution No. 08-15-23-2; and

WHEREAS, the City's current Policy Statement entitled:

RESOLUTION ADOPTING GUIDELINES
AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES
FOR THE
CITY OF AMARILLO

Is attached as Exhibit A hereto; and

WHEREAS, the Policy Statement constitutes appropriate "guidelines and criteria" governing tax abatement agreements which may be entered into by the City as contemplated by the Texas Tax Code ("***Tax Code***"), and provides for the availability of tax abatement for both new facilities and structures and for the contemplated expansion or modernization of existing facilities or structures; and

WHEREAS, entering into this Agreement will produce public benefits:

- 1) enhancing and diversifying the economic and industrial bases of the Amarillo area;
- 2) contributing to the retention and expansion of primary employment; and
- 3) attracting major investment that will be of benefit to the Premises (as hereafter defined) and that will contribute to the economic development of the City; and

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WHEREAS, on July 22, 2025, the City Council adopted Ordinance No. 8201 establishing City of Amarillo Reinvestment Zone No. 25 ("**Zone**") for commercial/industrial tax abatement, as authorized by Tax Code Chapter 312; and

WHEREAS, the City holds title to the Premises, but Recipient is obligated to pay property taxes thereon pursuant to that certain Airport Lease Agreement between the City, as landlord, and Recipient, as Tenant, dated September 16, 2019 (as amended or supplemented, the "**Airport Lease**"); and

WHEREAS, the contemplated uses of the Premises (an aircraft hangar complex and related improvements), the contemplated improvements to the Premises as set forth in this Agreement, the contemplated equipment, and other business personal property, and the other terms of this Agreement will encourage development of the Zone, are in accordance with the purposes for its creation, and are in compliance with the Policy Statement, the Ordinance, and all applicable laws; and

WHEREAS, Recipient's use of the Premises is expected to favorably influence the economic and employment base of the City, to wit: to provide up to 70 new full time jobs by 2029; and

WHEREAS, the City Council finds that the improvements sought are feasible and practical and will be of benefit to the Premises, the Zone, and to the City after expiration of this Agreement; and

WHEREAS, the City Council finds that the terms of this Agreement and the proposed Qualified Facilities and Qualified Personal Property (as hereafter defined) subject to this Agreement meet the applicable guidelines and criteria previously adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the law, to the presiding officers of the governing bodies of each of the taxing units in which the Premises subject to the Agreement is located.

NOW, THEREFORE, the City for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of major investment to the Zone and business activity which contributes to the overall economic development of the City and enhancement of the tax base in the City; the City and Recipient for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by each, which consideration includes the tax abatement set forth below, as authorized by Tax Code Chapter 312, Subchapter B, do hereby contract and agree as follows:

1. Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

- 1) "Tax Code" means the relevant provisions of the Texas Tax Code.

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- 2) "Eligible Property Value" shall mean the value of Recipient's Qualified Facilities and Qualified Personal Property that:
 - a) is eligible for tax abatement under Tax Code Chapter 312 (which shall not include the real property's current value – only increase in value of the real property may be exempted); and
 - b) has taxable situs in the Zone on January 1 of the first tax year as set forth in Section 3 or on January 1 of any subsequent tax year as set forth in Section 3.

However, pursuant to Tax Code Section 312.204, tangible personal property that was located on the Premises before the beginning date of the abatement period shall not be eligible for tax abatement. Supplies and inventory located in the Zone at any time shall not be eligible for tax abatement.

- 3) "Qualified Facilities" shall mean an aircraft hangar and other improvements constructed by or for the benefit of Recipient for aircraft painting and finishing activities and other purposes in the Zone, expected to cost no less than \$25,000,000.
- 4) "Qualified Personal Property" shall mean the machinery, equipment, furniture, fixtures, and other tangible personal property that are eligible for tax abatement under Tax Code Chapter 312, consisting of furniture, fixtures, and equipment sufficient to carry on Recipient's aircraft painting and finishing activities, and that:
 - a) is owned by Recipient or a third party as described in Section 2(11)(b);
 - b) is located in the Zone; and
 - c) but for this Agreement would be subject to appraisal by the Potter County Appraisal District or its successor for the applicable tax year.
- 5) "Premises" shall mean the parcel of land owned by the City and leased to Recipient under the Airport Lease in Amarillo, Potter County, Texas, as described on Exhibit B, which is attached hereto and incorporated by reference, and is located within the Zone (or that entirely constitutes the Zone).
- 6) "Abatement" shall mean the tax abatement rate in those percentages set forth in Section 4 for each applicable year.

2. General Provisions

- 1) Recipient agrees that its use of the Premises will be in accordance with applicable state and local laws and regulations.
- 2) The parties agree that the periods of abatement under this Agreement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs to be created by Recipient.

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- 3) The procedures followed by the City in the enforcement and administration of this Agreement will conform to the requirements of the Tax Code and other applicable law. To the extent possible, these procedures will be undertaken in coordination with Recipient's corporate, public, employee, and business relations requirements.
- 4) The Premises are presently owned by the City and leased by Recipient under the Airport Lease. The Premises are located solely within City limits and within the Zone.
- 5) The Premises and Qualified Facilities are not an improvement project financed by tax increment bonds.
- 6) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.
- 7) The Premises and Qualified Personal Property are not owned or leased by any member of the Amarillo City Council or any member of the Planning and Zoning Commission of the City or a member of the governing body of any taxing units joining in or adopting this Agreement.
- 8) The City has adopted guidelines and criteria governing tax abatement agreements and it has the authority to enter into this Agreement.
- 9) This Agreement is intended to comply with the requirements of law and is authorized by the Texas Property Redevelopment and Tax Abatement Act, Tax Code Chapter 312, the Policy Statement, and by approval of the City Council of the City of Amarillo authorizing execution of this Agreement.
- 10) During the period of tax abatement herein authorized, Recipient shall be subject to taxation on all real and personal property not abated or otherwise exempted.
- 11) This Agreement shall apply to Qualified Facilities and Qualified Personal Property which is owned by:
 - a) Recipient; or
 - b) A third party when
 - i) Recipient is contractually obligated to pay taxes on said property; or
 - ii) Recipient renders said property for taxation.
- 12) The construction and development of the Qualified Facilities and Qualified Personal Property contemplated by this Agreement will be diligently pursued by Recipient.

3. Term and Abatement Period

An eight (8) year tax abatement is hereby granted to Recipient subject to meeting the conditions herein. The eight (8) year abatement period commences beginning on January 1 of the first tax year for which Recipient files an approved abatement application with the Potter County Appraisal District.

4. Rate of Abatement

The rate and scope of tax abatement shall be as follows:

- 1) Scope of Abatement. The annual rate of abatement will be applied as set forth below to the Eligible Property Value.
- 2) Annual Rate of Abatement. The following shall be the annual rate of tax abatement.

<u>Year of Abatement</u>	<u>Rate of Abatement on Incremental Increase</u>
1	80%
2	70%
3	60%
4	50%
5	40%
6	30%
7	20%
8	10%

5. Records and Audits

- 1) At all times throughout the term of this Agreement and upon at least 24 hours prior notice to Recipient, the City and the Potter County Appraisal District shall have reasonable access to the Premises by their employees or agents, accompanied by Recipient personnel, for the purpose of inspecting the Premises to ensure the Qualified Facilities and Qualified Personal Property are maintained in accordance with the conditions of this Agreement and shall have access to the books and records of Recipient for purposes of determining compliance with state law and this Agreement.
- 2) Before December 31 of each year, Recipient must certify in writing to the governing body of each participating taxing unit that it is in compliance with each term of this Agreement; provided, however, that Recipient shall not be considered in default hereunder until the applicable party has received notice of non-compliance, and has had a period of time (not to exceed 30 days) to provide the required certification.
- 3) Recipient acknowledges that reporting provided under that certain Location Incentives Agreement between Recipient and Amarillo Economic Development Corporation ("*Amarillo EDC*") dated of even date herewith ("*LIA*") shall be

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

provided by Amarillo EDC to the City and used by the City for purposes of measuring compliance with this Agreement.

6. Performance Requirement

Recipient shall not be entitled to any Eligible Property Value tax abatement under this Agreement for any tax year during which Recipient is in default of this Agreement following the expiration of the applicable cure period set forth in, or authorized pursuant to, Section 7 of this Agreement.

7. Breach and Default

In the event that Recipient:

- 1) fails to make the improvements or repairs described in this Agreement;
- 2) allows *ad valorem* taxes on the Premises, Qualified Facilities, or Qualified Personal Property not subject to abatement to become delinquent and fails to timely and properly follow the legal procedures for the protest and/or appeal of such *ad valorem* taxes;
- 3) fails or refuses to timely file the documents required to be filed with the State Comptroller or local tax appraisal district in connection with the tax abatement set forth in this Agreement;
- 4) breaches any of the terms or conditions of this Agreement; or
- 5) fails to create at least ten (10) Expansion Increments (as defined in the LIA) by Date Three (as defined in the LIA), fails to expend at least \$12,000,000 in CapEx (as defined in the LIA) by Date Three, or fails to maintain at least ten (10) Expansion Increments in any Performance Year (as defined in the LIA) ending after Date Three,

then Recipient shall be in default of this Agreement.

If Recipient defaults in its performance of 1, 2, 3, or 4 above, the City shall give Recipient written notice of default. If Recipient has not cured such default within ninety (90) days of receipt of written notice, or, if such default cannot be cured by the payment of money or posting of a bond or other collateral, Recipient shall be in default for that tax year. However, if such default is not reasonably susceptible of cure within such ninety (90) day period, whether or not due to causes within the control of Recipient, and Recipient has begun efforts to cure the default, then after first advising the City of its efforts, Recipient may utilize an additional one hundred eighty (180) days to cure the default. Time in addition to the foregoing two hundred seventy (270) day cure period may be authorized by the City, in its sole and absolute discretion.

Failure to timely cure any default will result in the cancellation of this Agreement and the retroactive loss of the tax abatement. Additionally after the expiration of the applicable notice and cure periods, all taxes which would have otherwise been paid to the City during the tax year in

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

which the default occurs without the benefit of abatement plus ten percent (10%) interest beginning on the date of expiration of the cure period will be owed by Recipient to the City as liquidated damages. This amount shall be due and owing to the City within sixty (60) days of the expiration of the above referenced cure period, subject to all lawful offsets, settlements, deductions, or credits to which Recipient may be entitled. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine.

If the default is cured after the expiration of the two hundred seventy (270) day cure period provided but no later than three hundred sixty-five (365) days after default, then the terms and conditions of this Agreement may be reinstated for the remaining number of years available under Section 3 in which an abatement has not yet been enjoyed.

8. Sale, Assignment, or Conveyance of Premises; Termination

- 1) This Agreement may be assigned by Recipient to an entity controlling, controlled by, or under common control with Recipient without further consent of the City.
- 2) This Agreement may be assigned by Recipient to any other entity only with the consent of the City, which consent shall not be unreasonably withheld.
- 3) This Agreement shall terminate in the reasonable discretion of the City in the event Recipient does not construct a new hangar on the Premises on or before September 1, 2027, or does not make diligent efforts to establish Expansion Increments as such term is used and defined in the LIA.

9. Indemnity

It is understood and agreed among the parties that Recipient, in performing its obligations hereunder, is acting independently of City. City assume no responsibilities or liabilities in connection therewith to Recipient or third parties. Recipient agrees to indemnify and hold City and its agents, employees, and officers harmless from penalties, fines, damages of every kind, attorney fees, costs, and interest that arise out of or relate to Recipient's acts or omissions relating to the Premises, Qualified Facilities, Qualified Personal Property, or the performance or benefits of this Agreement provided, however, such indemnity shall not extend to matters outside the scope of this Agreement.

10. Notice

Any notice called for or required by this Agreement shall be considered delivered when actually received by a party at the following address, or at such other address as may be designated in writing.

For Recipient:

International Aerospace Coatings, Inc.
10801 Baker Street
Amarillo, Texas 79111
Attention: Scott Olson

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

For City of Amarillo, Texas:

City Manager
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79186-1971
Fax (806) 378-8394

11. City Authorization

This Agreement, authorized and approved by a majority of the City Council at a regularly scheduled meeting in accordance with applicable provisions of the Tax Code. The City Council authorized the City Manager, or designee, to execute this Agreement on behalf of the City.

12. Recipient Authorization

This Agreement was entered into by Recipient pursuant to proper authority whereby an authorized executive officer of Recipient, signing below, was authorized to execute this Agreement on behalf of Recipient as shown.

13. Severability

If any section, subsection, paragraph, sentence, phrase, or word of this Agreement is held invalid, illegal, or unconstitutional, the balance of this Agreement shall be enforceable and read as if the parties intended at all times to delete the invalid section, subsection, paragraph, sentence, phrase, or word.

14. Estoppel Certificate

Any party hereto may request an estoppel certificate from another party if the certificate is requested in connection with a bona fide business purpose. The estoppel certificate will be addressed as requested by the party, and shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of primary Abatement in effect, and such other matters reasonably requested by the party.

15. Recipient Standing

Recipient shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same and Recipient shall be entitled to intervene in said litigation.

16. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Potter County, Texas. This Agreement is performable in Potter County, Texas.

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

17. Recordation of Agreement

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Potter County, Texas.

18. Entire Agreement

This Agreement contains the entire agreement of the parties on the subject matter herein. This Agreement supersedes any prior written or oral tax abatement agreements or representations between the parties. It may only be modified by written instrument signed by the parties.

Notwithstanding the foregoing provisions, this Agreement does not modify, alter, or amend any other agreement or instrument between the City and Recipient relating to matters other than the abatement of ad valorem taxes on the Eligible Property Value. This Agreement is being executed in multiple originals which are being distributed for execution to Recipient and the City. Each party agrees that its sole execution of an original shall constitute its consent to, and acceptance of the Agreement, without the necessity of a single copy being executed by all parties.

{Signature Pages Follow}

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

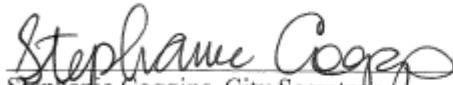
Executed to be effective as of the Effective Date.

CITY OF AMARILLO, TEXAS

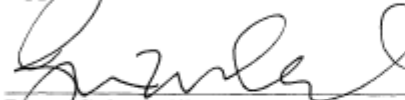
By: _____

Grayson Path, City Manager

Attest:


Stephanie Coggins, City Secretary

Approved as to form:


Bryan S. McWilliams, City Attorney

City's Acknowledgment

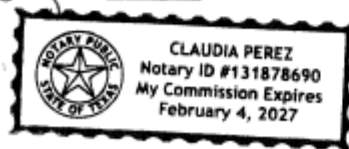
STATE OF TEXAS

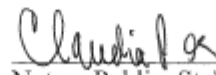
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COUNTY OF POTTER

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Grayson Path, City Manager of the City of Amarillo, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the City of Amarillo, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate approval of the City Council of the City of Amarillo, and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of July, 2025.




Notary Public, State of Texas

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

INTERNATIONAL AEROSPACE COATINGS,
INC.

By: Scott Olson
Scott Olson, General Counsel

Recipient Acknowledgment

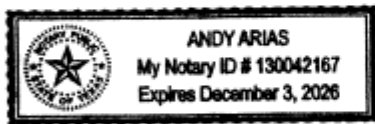
STATE OF TEXAS

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COUNTY OF POTTER

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Scott Olson, as General Counsel of International Aerospace Coatings, Inc., a Washington corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said International Aerospace Coatings, Inc., that he/she was duly authorized to perform the same by appropriate resolution of such corporation, and that he/she executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of July, 2025.



Andy Arias
Notary Public, State of Texas

EXHIBIT A
POLICY STATEMENT

RESOLUTION NO. 08-15-23-2

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS CITY COUNCIL: ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES FOR THE CITY OF AMARILLO; PROVIDING A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo desires to participate in tax abatements from time to time as the City Council may find appropriate, in accordance with the criteria and guidelines herein adopted;

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

SECTION 1. That for tax abatements in reinvestment zones adopted by the City of Amarillo, the fundamental purpose is to stimulate growth and create jobs, and the following guidelines and general criteria will apply:

- A. Tax abatements may be provided for both new facilities and structures and for the expansion or modernization of existing facilities and structures. Each project proposed for tax abatement shall be considered individually on its own merits, benefit to the public, and in context of any other economic incentives for the project or existing in the reinvestment zone.
- B. The developer, property owner, project owner, or other recipient of a tax abatement must annually certify in writing to the governing body of each participating taxing unit that the developer, owner or recipient is in compliance with each applicable term of the agreement.
- C. Only the taxable value of improvements to real property or tangible personal property that is brought to the real property after the execution of a tax abatement agreement will qualify for tax abatement.
- D. A tax abatement agreement must ensure that the periods of abatement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs retained or created.
- E. Expansion or modernization of existing facilities qualifies for tax abatement if the expansion meets the qualifications for capital expenditures and nets new jobs. The number of jobs created must be new jobs and not replacement of jobs which were in the payroll within the year immediately prior to application for tax abatement. A tax

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

abatement shall not be granted if the facility has been the subject of or included in a prior tax abatement agreement.

- F. If a new facility is constructed to replace an existing facility, and the existing facility is abandoned by the developer, property owner, project owner, or other recipient of a tax abatement, only the difference in taxable value of the new facility over the existing facility will qualify for tax abatement.
- G. An agreement will be executed by the developer, property owner, project owner, or other recipient of a tax abatement which incorporates the terms of this resolution and includes any other site and development specific terms which might be found applicable at the time.
- H. The tax abatement agreement will require, among other things, that the City of Amarillo will have the right of access to the site and books and records of the applicant for tax abatement to determine compliance with statutory requirements and the agreement. Failure to fulfill any of the requirements of the agreement will result in cancellation of the agreement and retroactive loss of tax abatement.

SECTION 2. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.


Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on the 15th day of August, 2023.


Cole Stanley, Mayor

ATTEST:


Stephanie Coggins, City Secretary

APPROVED AS TO FORM



Bryan McWilliams, City Attorney

EXHIBIT B

Property Description

A 3.495 acre tract of land lying in Section 51, Block 2, A.B. & M. Survey, Potter County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a point, whence a 2" iron pipe found for the Southwest corner of Section 51 bears West, 972.03 feet and South 4830.7 feet; (Bearings relative to the Texas Coordinate System, North Zone, NAD83)

(1) THENCE North 46 degrees 06 minutes 41 seconds East, a distance of 435.0 feet to a point;

(2) THENCE South 43 degrees 53 minutes 19 seconds East, a distance of 350.0 feet to a point;

(3) THENCE South 46 degrees 06 minutes 41 seconds West, a distance of 435.0 feet to a point;

(4) THENCE North 43 degrees 53 minutes 19 seconds West, a distance of 350.0 feet to the **POINT OF BEGINNING** of this tract;

Said tract contains a computed area of 3.495 acres of land.

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

PARTICIPATION AGREEMENT FOR TAX ABATEMENT

STATE OF TEXAS §
 §
COUNTY OF POTTER §

WHEREAS, the City of Amarillo, Texas (the "City") has established tax Reinvestment Zone No. 25 (the "Zone"); and

WHEREAS, on July 22, 2025, the City entered into a tax abatement agreement with International Aerospace Coatings, Inc., a Washington corporation doing business in Texas as Associated Painters, Inc. (together if more than one, "Recipient"), granting to Recipient an 8-year abatement on 80% (tapering down by 10% per year) of property taxes eligible for abatement (the "Abatement Agreement") for the portion of the property to be owned by Recipient in the Zone; and

WHEREAS, after hearing properly called and noticed, by majority vote, the Board of Regents of Amarillo Junior College District (the "District") hereby finds that the District should participate in the Abatement Agreement for the purposes outlined therein; and

WHEREAS, the District will indicate its election to be bound by the Abatement Agreement through the execution of this Participation Agreement to the Abatement Agreement (the "Participation Agreement") once the Abatement Agreement is executed and approved by the City; THEREFORE:

BE IT RESOLVED BY THE BOARD OF REGENTS OF AMARILLO JUNIOR COLLEGE DISTRICT:

1. That Amarillo Junior College District hereby officially elects to participate in and be bound by terms of the Abatement Agreement insofar as it applies to Amarillo College taxes and to execute this Participation Agreement for the purposes and on the conditions outlined in said agreements; and
2. That Jay Barrett, Chairman, Amarillo Junior College District Board of Regents be, and is hereby authorized and directed to execute this Participation Agreement and to do anything else necessary or appropriate to indicate the district's election to participate in the Abatement Agreement.

Passed and approved the ____ day of _____, 2025.

Jay Barrett, Chairman, Amarillo Junior College
District Board of Regents

ATTEST: _____
Sara Pesina, Secretary, Amarillo Junior College
District Board of Regents

1 of 3

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

On the date first written below, the Amarillo Junior College District hereby joins in the preceding Tax Abatement Agreement between International Aerospace Coatings, Inc., a Washington corporation doing business in Texas as Associated Painters, Inc., and the City of Amarillo on the same terms and conditions as the City of Amarillo.

AMARILLO JUNIOR COLLEGE DISTRICT

By: _____
Jay Barrett, Chairman

Date: _____, 2025

Attest:

Sara Pesina, Secretary, Board of Regents Amarillo
Junior College District

Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF POTTER §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Jay Barrett, Chairman of the Amarillo Junior College District Board of Regents, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Amarillo Junior College District, that he was duly authorized to perform the same by appropriate resolution of the Board of Regents of the Amarillo Junior College District, and that he executed the same as the act of the said Amarillo Junior College District for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

Notary Public, State of Texas

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

ACCEPTED:

International Aerospace Coatings, Inc.

By: _____

3 of 3

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

August 26, 2025

Sean Hargrove
Director of Athletics
Amarillo College
P.O. Box 447
Amarillo, TX 79178

RE: AC Baseball at HODGETOWN

The purpose of this letter is to confirm the agreements that have been reached by Amarillo College ("AC") and Panhandle Baseball Club, Inc. dba Amarillo Sod Poodles ("Sod Poodles") regarding the collegiate baseball season (the "Event") at HODGETOWN (the "Park") to be held each spring of 2026, 2027, and 2028.

I. Use of Facilities

Sod Poodles will allow AC to play intercollegiate baseball games at the Park, utilizing the field, stands, visiting locker room and batting cages as described on an agreed itinerary provided before each two-day series of double-header games. Sod Poodles' games and activities will have priority over AC's schedule.

II. Revenues

- A. The proceeds of the Event will be distributed in the following manner:
1. Ticket revenue to be split 70% for Sod Poodles and 30% for AC.
 - a. Sod Poodles to allow for FREE admission for faculty, staff and students of AC for all games with proper AC identification.
 - b. Any extra cost associated with Suite or Club usage is solely at Sod Poodles expense.
 2. Sod Poodles to keep 100% of all F&B revenue.
 3. Sod Poodles to keep 100% of all Sod Poodles Team Store revenue.
 4. Sod Poodles signage sponsors inventory whether static or digital will be utilized at HODGETOWN during all events.
 5. AC has the right to sell sponsorship of Event. Sod Poodles to receive 30% of said sponsorship revenue.
 - a. Sod Poodles partnership team to work with AC to create such available, sellable sponsorship inventory.
 - b. Elements of any stadium digital sponsorship sold by AC will be programmed into normal Sod Poodles sponsor rotation to ensure AC sponsor requirements are fulfilled.
 6. AC has the right to set up its own merchandise table/kiosk in the concourse for Event and will receive 100% of this revenue. If AC's merchandise is

Page 1 of 3

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

- sold in the team store, AC will also keep 90% of only AC Merchandise, and Sod Poodles to receive 10% for use of facility and staffing of team store.
7. AC will have access to indoor batting cages, field, and visiting locker room two hours prior to games and between games for pregame warmups. This does not include batting practice on the field.

III. Expenses

- A. Sod Poodles will be responsible for the following expenses:
1. All necessary gameday employees needed to run the Event.
 - a. Box office attendants, ticket takers, ushers, cleaning crew and attendant for visiting locker room.
 2. Full video production and press box staff needed to run the Event.
 - a. Camera operators, production manager, sound technician, and video board operator.
 - b. All field maintenance materials and staffing as needed to run the Event.
- B. AC will be responsible for the following expenses:
1. Official scorer for the Event.
 2. Public address announcer & scoreboard operator
 3. All police and medical staff needed for the Event.
 - a. Minimum of 2 AC police officers for each Event.
 - b. Minimum of 1 certified EMT for each Event.
 - c. Extra Police or EMT might be needed with larger crowds.
 4. Any hotels needed for teams or umpires for the Event.
 5. Any and all expenses related to umpires for the Event.
 6. Any and all baseball equipment needed for the Event.
 7. Any damage done to HODGETOWN facilities outside of normal wear and tear.
 8. Payment to Sod Poodles for use of facility for the Event.
 - a. For Spring 2026, \$8,272.00 per weekend to cover all four games each weekend.
 - b. For Spring 2027, \$8,520.00 per weekend to cover all four games each weekend.
 - c. For Spring 2028, \$8,776.00 per weekend to cover all four games each weekend.
 - d. 8 to 9 weekends each Spring. Total to pay = \$66,176.00 to \$78,984.00 if all games are played. Payment will be made the week after each game.
 - e. If a weekend consists of fewer than four games, the parties will adjust the price by mutual agreement. If a game is cancelled for weather, the parties will work to reschedule it. No payment will be due for games not played.

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

IV. Insurance

AC will procure and maintain in force insurance for the Event with such coverages as may be necessary or appropriate for an event of the nature, type and scope of the Event and within limits reasonably acceptable to Sod Poodles, including but not limited to: (a) Worker's Compensation insurance coverage adequate to comply with all statutory requirements and Employer's Liability insurance coverage; (b) Commercial General Liability insurance covering bodily injury and property damage; (c) Umbrellas or Excess Liability insurance above all coverage referenced in (a) and (b) above. AC will provide Panhandle Baseball Club, Inc. with certificates of insurance coverage naming Panhandle Baseball Club, Inc., Elmore Sport Group, Diamond Concessions of Amarillo, Inc, City of Amarillo, and Hodge Management, Jerry & Margaret Hodge as additional interest with a Waiver of Subrogation in favor of Panhandle Baseball Club, Inc. and provide that such coverage will not be cancelled or the subject of a material adverse amendment without at least thirty (30) days' prior written notice to Panhandle Baseball Club, Inc. Upon any cancellation and/or material adverse amendment of any such insurance policy, and prior to the effective date thereof, AC will deliver evidence of replacement insurance to Panhandle Baseball Club, Inc.

If the above accurately reflects your understanding of the agreements reached between Amarillo College and Panhandle Baseball Club, Inc. regarding the Event, please sign this letter on the line provided for your signature below and return it to me by email or in person. As always, if you have any questions or comments related to the Event, please do not hesitate to call me directly at 806-803-7770.

We are very much looking forward to working with you and helping you put on this Event.

Very Truly Yours,

Tony Ensor

Tony Ensor
President & GM

AGREED AND ACCEPTED

THIS 29 DAY OF August, 2025

AMARILLO COLLEGE

by: _____
Chris Sharp
Vice President of Business Affairs

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

Deaf Smith County Appraisal District

CHIEF APPRAISER
Mark Powers-RPA, RTA

140 E. 3rd St • PO Box 2298
Hereford, TX 79045
Phone: 806-364-0625

OFFICE STAFF
Miranda Barrientos
Jeanette Browning
Ale Guerrero
Daniel Rico
Anthony Soto

August 1, 2025

Amarillo College Board Members
Attn: Mr. Chris Sharp
P.O. Box 447
Amarillo, TX 79178

NOMINATIONS – 2026-2027 CAD BOARD

In accordance with Texas Tax Code Section 6.03, all positions of the Deaf Smith CAD Board of Directors are up for re-election for the 2026-2027 term. The current board members are:

- Allison, Edward
- Black, Carey (Stepping down as of 12/31/25)
- Brown, David
- Brumley, Mike
- Bryant, Mike

If you want to nominate the above members, please check here _____.

If you want to nominate anyone else, please list him or her below:

Name:	
Mailing Address*:	
Phone Number*:	
Email address*:	

*This information will only be used if the individual is appointed to the Board.

Please return the nominations to the Chief Appraiser **before October 15, 2025**. The official ballots will then be prepared and delivered before October 30, 2025.

If you have any other questions, such as eligibility requirements, please call.

Sincerely,



Mark Powers, Chief Appraiser

**A RESOLUTION IN ORDER TO MAKE
NOMINATIONS TO THE BOARD OF DIRECTORS OF
POTTER COUNTY APPRAISAL DISTRICT**

WHEREAS, Section 6.03 (C) of the Texas Property Tax Code requires the election of the board of directors of an appraisal district by vote of the governing bodies of the taxing entities entitled by the Code to vote; and

WHEREAS, the Amarillo Junior College District is entitled to submit nominees by resolution to the Chief Appraiser for members to serve a four-year term beginning on January 1, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Regents of the Amarillo Junior College District:

SECTION 1. That the nominee(s) for the ballot for the Potter County Appraisal District Board of Directors are:

Nominees

INTRODUCED AND PASSED by the Board of Regents of the Amarillo Junior College District, this 23th Day of September, 2025.

Jay Barrett - Chair

Attest:

Sara Pesina - Secretary

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

**A RESOLUTION IN ORDER TO MAKE
NOMINATIONS TO THE BOARD OF DIRECTORS OF
RANDALL COUNTY APPRAISAL DISTRICT**

WHEREAS, Section 6.03 (C) of the Texas Property Tax Code requires the election of the board of directors of an appraisal district by vote of the governing bodies of the taxing entities entitled by the Code to vote; and

WHEREAS, the Amarillo Junior College District is entitled to submit nominees by resolution to the Chief Appraiser for members to serve a four-year term beginning on January 1, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Regents of the Amarillo Junior College District:

SECTION 1. That the nominee(s) for the ballot for the Randall County Appraisal District Board of Directors are:

Nominees

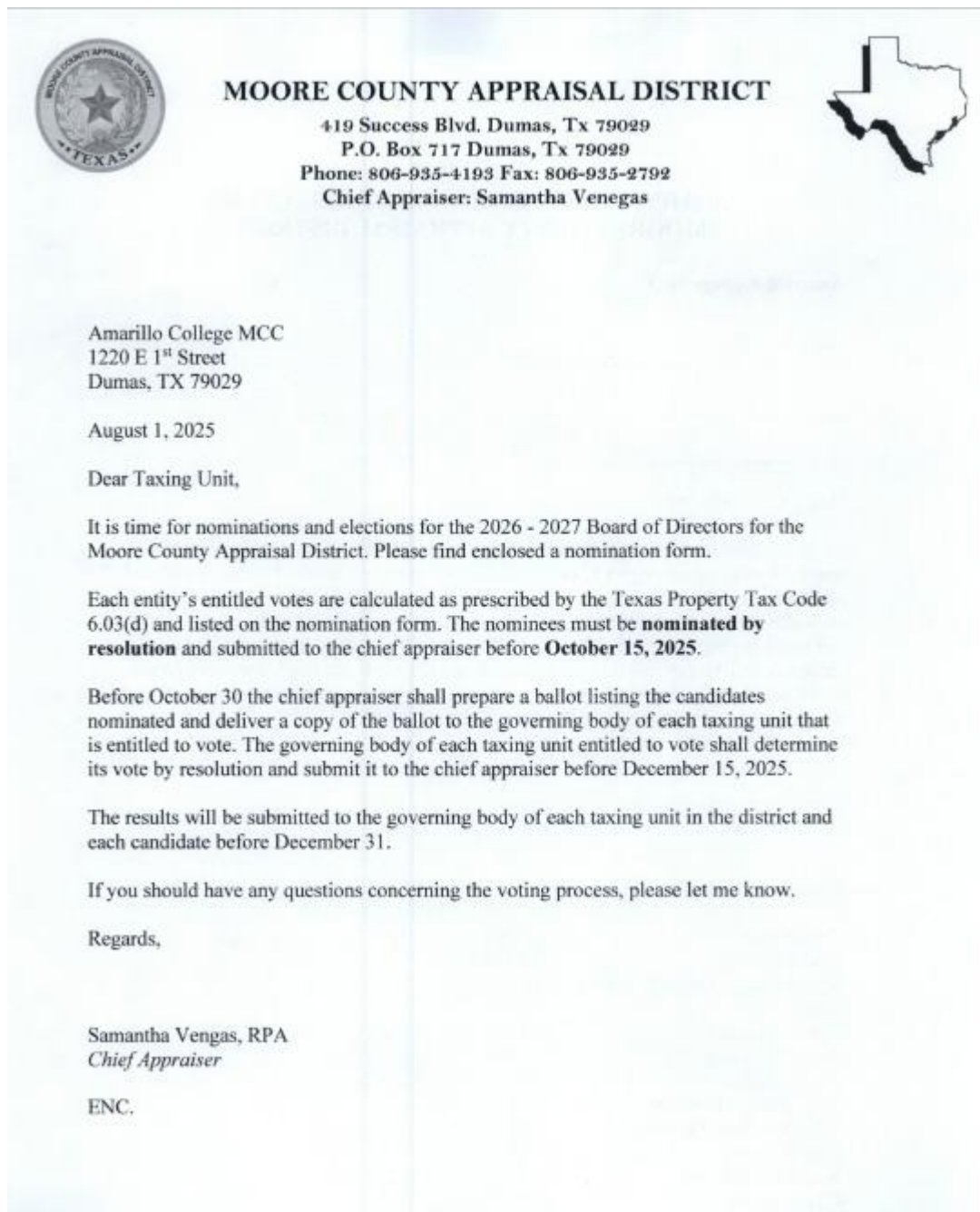
INTRODUCED AND PASSED by the Board of Regents of the Amarillo Junior College District, this 23th Day of September, 2025.

Jay Barrett - Chair

Attest:

Sara Pesina - Secretary

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025



Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

**2026 - 2027
NOMINATIONS FOR BOARD OF DIRECTORS
MOORE COUNTY APPRAISAL DISTRICT**

Amarillo College MCC

_____	_____
_____	_____

Board Qualifications:



To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of a governing body or an elected official of a taxing unit that participates in the district.

Signature

Date

Votes for each Entity:

Dumas ISD	2,206
Moore County	1,192
Moore County Hospital District	633
Sunray ISD	283
City of Dumas	358
Amarillo College	120
City of Cactus	69
North Plains Groundwater	75
Palo Duro Water District	37
City of Sunray	27
Sanford-Fritch ISD	4
City of Fritch	0

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

ORDER FOR ANNEXATION OF
TERRITORY TO
AMARILLO JUNIOR COLLEGE DISTRICT

WHEREAS, Amarillo Junior College District, pursuant to the Texas Education Code Section 130.066, has heretofore annexed all of the territory which is co-extensive with the city limits of Amarillo, Texas; and

WHEREAS, the City of Amarillo, Texas, did on July 9, 2025, enact its ordinance No. 8142 thereby annexing and including the territory described in Exhibit "A" attached hereto within the boundary limits of the City of Amarillo, Texas, and amending the present boundary limits of such city at the various points contiguous to the areas described in Exhibit "A" attached hereto so as to include the territory described in Exhibit "A" within the corporate limits of the City of Amarillo, Texas; and

WHEREAS, pursuant to the Texas Education Code Section 130.066 the governing board of Amarillo Junior College District by order may annex for Junior College purposes any territory annexed by the City of Amarillo, Texas, and the governing board of Amarillo Junior College District wishes to annex the territory described in Exhibit "A" attached hereto which territory has previously been annexed to the City of Amarillo, Texas, by ordinance No. 8142 referred to above; it is therefore ORDERED that the territory described in Exhibit "A", which exhibit is expressly incorporated herein by reference, are annexed for purposes of the Amarillo Junior College District and same shall be henceforth a part of the Amarillo Junior College District for all purposes.

Read, adopted and approved by at least a majority of regents of the Amarillo Junior College District and the seal thereof hereunto affixed this 23rd day of September, 2025.

Chair, Board of Regents
Amarillo Junior College District

ATTEST:

Secretary, Board of Regents
Amarillo Junior College District

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025



DEVELOPMENT SERVICES
808 S. BUCHANAN ST
PO Box 1971
AMARILLO TX 79105-1971
(806) 378-5263

August 9, 2024

Che Shadle
OJD Engineering, LLC
2420 Lakeview Drive
Amarillo, Texas 79109

RE: Letter of Action: Approval – Annexation of 168.77 Acres of Land in Potter County, Texas

Mr. Shadle,

The City of Amarillo approved the above annexation on 7-23-2024. The annexation (Ordinance No. 8142) was filed of record in the Official Public Records of Potter County, File Clerk's No. 2024OPR0009699 on 8-06-2024. Enclosed you will find a copy of your approved and recorded ordinance.

Approval of an annexation shall not constitute acceptance of any of the public improvements required to serve the subdivision or development.

As the Project Manager, please direct all questions to me, to avoid confusion or receipt of erroneous information. My contact information is 806-378-5286.

Sincerely,

Brady D. Kendrick
Senior Planner

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

2025011798 ORD Total Pages: 17



LSS 5/29/2025

ORDINANCE NO. 8200

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, IN RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNERS, TERRITORY GENERALLY DESCRIBED AS A 477.36 ACRE TRACT OF LAND LOCATED IN SECTIONS 32, 33, 36, & 37, BLOCK 9, BS&F SURVEY, RANDALL COUNTY, TEXAS; DESCRIBING THE TERRITORY ANNEXED; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; APPROVING A SERVICE PLAN THEREFORE; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS OF SAID TERRITORY; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Amarillo, Texas is a home-rule municipality authorized by State law and the City Charter to extend its boundaries and to annex area adjacent and contiguous to its corporate limits; and

WHEREAS, the City of Amarillo's policy is not to pursue involuntary annexations; and

WHEREAS, the proposed annexation would cause areas to be entirely surrounded by the City of Amarillo but would not include the areas within the City of Amarillo; and

WHEREAS, the City Council finds that such surrounded areas is in the public interest in accordance with Texas Local Government Code at Section 43.057; and

WHEREAS, an offer of a development agreement has been made and rejected; and

WHEREAS, the owners of the property, described in Exhibit A (hereinafter the "Area"), have petitioned the City Council in writing to annex this area into the corporate limits of the City of Amarillo; and

WHEREAS, an Agreed Service Plan has been prepared and executed that provides for the extension of appropriate municipal services to the Area, outlined in Exhibit B, attached hereto and made a part hereof for all purposes; and the City of Amarillo is able to provide such services by any of the methods by which the City extends the services to any other area of the City; and

WHEREAS, the notice, publication, time periods and other procedural requirements of Texas Local Government Code, Chapter 43, Subchapter C-3, have been complied with, including with respect to this annexation that a public hearing has been held at which persons interested in annexation of the Area into the corporate limits of the City were given the opportunity to be heard on June 10, 2025; and

WHEREAS, the hereinafter described properties and territory lies within the

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

extraterritorial jurisdiction of the City of Amarillo.

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

SECTION 1. Findings of Fact. All of the above premises are hereby found to be true and correct and are incorporated into the body of this Ordinance as if fully set forth.

SECTION 2. Annexation. The Area, described in Exhibit A, attached hereto and incorporated herein for all purposes, is hereby added and annexed into the City of Amarillo, Texas, said Area shall hereafter be included within the corporate limits of the City of Amarillo, and the present boundary lines of said City are hereby altered, extended and amended so as to include said Area within the corporate limits.

SECTION 3. Amendment of Boundaries and Official Map. The official map and boundaries of the City of Amarillo, Texas, heretofore adopted and amended, shall be and are hereby amended so as to include the aforementioned annexed Area.

SECTION 4. Agreed Service Plan. The service plan, attached hereto as Exhibit B, is hereby approved and is incorporated herein for all purposes. The City of Amarillo makes an affirmative determination that this service plan provides for services to the annexed Area which are comparable to other areas within the City of Amarillo with similar land utilization, population density, and topography.

SECTION 5. Pro Rata Share of Taxes. The annexed Area, being a part of the City of Amarillo for all purposes, the property situated herein shall bear its prorata part of taxes levied by the City of Amarillo.

SECTION 6. Rights, Privileges and Duties of Inhabitants. The inhabitants of the annexed Area shall be entitled to the rights and privileges of the other citizens of the City of Amarillo and shall be bound by the Charter, Ordinances, Resolutions, and other regulations of the City of Amarillo.

SECTION 7. Filing of Ordinance. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Randall County, Texas, the County Tax Assessor of Randall County, Texas, the Potter-Randall Appraisal District, the Texas Secretary of State, the Census Bureau, the Texas Department of Insurance, the Texas Public Utility Commission, the Texas Comptroller of Public Accounts, and all local utility companies, in the manner required by law.

SECTION 8. Severability. If any part, provision, section, subsection, sentence,

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025


clause or phrase of this Ordinance (or the application of same to any person or set of circumstances) is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining parts of this Ordinance (or their application to other persons or sets of circumstances) shall not be affected thereby. The City Council's intent in adopting this Ordinance is that no part thereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality of any other part hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

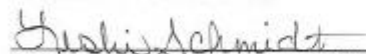
SECTION 9. Open Meeting Act Compliance. The City Council for the City of Amarillo hereby finds and declares that the meetings at which this Ordinance was introduced and finally passed were open to the public as required by law, and public notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 10. Effective Date. This Ordinance will become effective on the day of its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 10th day of June 2025; and PASSED on Second and Final Reading on this the 24th day of June 2025.


Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Leslie Schmidt, Senior Assistant City Attorney

RETURN TO:
Stephanie Coggins
City Secretary, City of Amarillo
P.O. Box 971
Amarillo, TX 79105-1971

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

Exhibit A

2332945 - REVISED2 - ANNEXATION DESCRIPTION

A 477.36+/- acre tract of land out of Sections 32, 33, 36 and 37, Block 9, B.S.&F. Survey, Randall County, Texas, being described by metes and bounds as follows:

BEGINNING at a point in the West Right-of-Way line of Coulter Street as monumented on the ground and the current City Limits of the City of Amarillo (Ordinance No. 7115), being the Southwest corner of Preston West Acres Unit No. 1, an addition to the City of Amarillo according to the map or plat thereof, recorded in Volume 1704, Page 198 of the Deed Records of Randall County, Texas, same being the most West Northwest corner of this tract of land;

THENCE S 89° 29' 43" E. 975.00 feet to a 1/2 inch iron rod with cap (2507) found, of record, for the Southeast corner of said Preston West Acres Unit No. 1, same being an interior corner of this tract of land;

THENCE N 00° 09' 28" W, at a distance of 178.70 feet pass a 3/8 inch iron rod with cap (2507) found for the Northeast corner of said Preston West Acres Unit No. 1, same being a corner of the current City Limits of the City of Amarillo (Ordinance No. 6601), continuing along said current City Limits of the City of Amarillo for a total distance of 1282.33 feet to a point being a corner of this tract of land;

THENCE S. 89° 27' 04" E. along said current City Limits of the City of Amarillo (Ordinance No. 6601), at a distance of 865.96 feet pass a 1/2 inch iron rod found for the Southwest corner of Starplex Cinema 16 Unit No. 1, an addition to the City of Amarillo according to the map or plat thereof, of record in Volume 1780, Page 80, Deed Records of Randall County, Texas, continuing for a total distance of 927.81 feet to a 3/8 inch iron rod with cap (illegible) found for the Northwest corner of that certain 5.0 acre tract of land described in that certain instrument recorded under Clerk's File No. 00619429 of the Official Public Records of Randall County, Texas;

THENCE S. 10° 03' 22" W 346.31 feet along the West line of said 5.0 acre tract of land to a 3/8 inch iron rod found for the Southwest corner of said 5.0 acre tract of land, same being an interior corner of this tract of land;

THENCE S. 89° 27' 04" E. 634.71 feet to a point in the Northwestern Right-of-Way line of Interstate Highway 27, as monumented on the ground, for a corner of this tract of land;

THENCE N 10° 03' 26" E. 1074.32 feet along the Northwestern Right-of-Way line of said Interstate Highway 27, same being the current City Limits of the City of Amarillo to a point being a corner of the current City Limits of the City of Amarillo, same being the most North Northwest corner of this tract of land;

THENCE S. 89° 27' 18" E. along said current City Limits of the City of Amarillo (Ordinance Nos. 6268 & 5097), passing the Southeastern Right-of-Way line of said Interstate Highway 27, same being the West line of that certain 1.891 acre tract of land being described in that certain instrument recorded in Volume 1638, Page 101 of the Deed Records of Randall County, Texas, continuing for a total distance of 2030.43 feet to a point being a corner of the current City Limits of the City of Amarillo (Ordinance No. 5211), same being the most North Northeast corner of this tract of land;

THENCE S. 00° 13' 40" E. 1670.49 feet, along said current City Limits of the City of Amarillo (Ordinance No. 5211) to a point for a corner of this tract of land;

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THENCES. 89° 32' 40" E. 560.05 feet, along said current City Limits of the City of Amarillo (Ordinance No. 5211) to a point in the common line of said Sections 32 and 3, for the most East Northeast corner of this tract of land;

THENCES. 00° 13' 40" E. along said common line of sections 32 and 3, same being the current City Limits of the City of Amarillo, at 2894.54 feet pass a 3/4 inch aluminum cap stamped "FURMAN LAND SURVEYORS SECTION CORNER FIRM NO. 10092400" found and accepted for the common corner of Sections 2, 3, 32 and 33 of said Block 9, continuing for a total distance of 2974.54 feet to a point for the most East Southeast corner of this tract of land being 50.00 feet South of the South line of said Section 32;

THENCEN. 89° 30' 16" W. 2352.07 feet along a line 50.00 feet South of and parallel to the South line of said Section 32 to a point in the Easterly Right-of-Way of said Interstate Highway 27 for a corner of this tract of land;

THENCES. 30° 19' 54" W. 235.63 feet to a point for a corner of this tract of land;

THENCEN. 89° 30' 16" W. 739.05 feet along a Southerly boundary line of said Interstate Highway 27 to a point for a corner of this tract of land;

THENCES. 50° 55' 53" W. 76.48 feet to a point in the Southeasterly Right-of-Way line of said Interstate Highway 27 for a corner of this tract of land;

THENCEN. 89° 30' 16" W. 304.00 feet to a point in the Northwesterly Right-of-Way line of said Interstate Highway No. 27 for a corner of this tract of land;

THENCEN. 39° 43' 15" W. 64.24 feet to a point for a corner of this tract of land;

THENCEN. 89° 30' 16" W. 654.67 feet along a Southerly boundary line of said Interstate Highway 27 to a point for a corner of this tract of land;

THENCE N. 29° 30' 16" W. 235.63 feet to a point 50.00 feet South of the South line of said Section 32 for a corner of this tract of land;

THENCE N. 89° 30' 16" W. 1077.17 feet along a line 50.00 feet South of and parallel to the South line of said Section 32, passing the common line between Sections 33 and 36, said Block 9, to a point for the Southwest corner of this tract of land;

THENCE N. 00° 09' 28" W. 80.01 feet passing the common line of Sections 36 and 37, said Block 9 to a point in the South line of the current City limits of the City of Amarillo (Ordinance No. 7115), for a corner of this tract of land;

THENCE S. 89° 29' 47" E. 99.68 feet along the current City Limits of the City of Amarillo (Ordinance No. 7115) passing the common line of said Sections 37 and 32 to a point being a corner of the current City Limits of the City of Amarillo (Ordinance No. 7115), for a corner of this tract of land;

THENCE N. 00° 09' 28" W. 20.32 feet along the current City Limits of the City of Amarillo to a point being the Southwest corner of that certain 2.000 acre tract of land being described in that certain instrument recorded under Clerk's file No. 2016000215 of the Official Public Records of Randall County, Texas, same being a corner of this tract of land;

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THENCE S. 89° 29' 47" E. 208.77 feet to a 1/2 inch iron rod with cap (2507) found, of record, for the Southeast corner of said 2.000 acre tract of land, same being an interior corner of this tract of land;

THENCE N. 00° 08' 46" W. 417.43 feet to a 1/2 inch iron rod with cap (2507) found, of record, for the Northeast corner of said 2.000 acre tract of land, same being an interior corner of this tract of land;

THENCE N. 89° 34' 54" W. 208.86 feet to a 1/2 inch iron rod with cap (GDI) found in the East Right-of-Way of Coulter Street, as monumented on the ground, same being the current City Limits of the City of Amarillo (Ordinance No. 7115) for the Northwest corner of said 2.000 acre tract of land, same being a corner of this tract of land;

THENCE N. 00° 09' 28" W. 2130.13 feet along the West Right-of-Wayline of said Coulter Street, as monumented on the ground, same being the current City Limits of the City of Amarillo (Ordinance No. 7115), to the PLACE OF BEGINNING and containing 477.36 acres of land more or less.

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

EXHIBIT B

L33 4/24/2025

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS AND OWNERS (ATTEBURY
ELEVATORS, LLC AND LARRY TAYLOR)

This Municipal Services Agreement ("Agreement") is entered into on 27 day of NOV, 2025 by and between the City of Amarillo, Texas, a home-rule municipality of the State of Texas, ("City") and ATTEBURY ELEVATORS, LLC and LARRY TAYLOR ("Owners"). The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Texas Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owners own certain parcels of land situated in Randall County, Texas, which consists of approximately 477.36 +/- acres of land in the City's extrajurisdictional jurisdiction, including adjacent public rights-of-way, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Property;

WHEREAS, City and Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation and execution of this Agreement are subject to approval by the Amarillo City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owners agree as follows:

1. PROPERTY. This Agreement is only applicable to the Property, which is the subject of the Annexation application as described herein.

2. INTENT. It is the intent of the City that this Agreement provide for the delivery of available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law. For purposes of this Agreement, "municipal services" means services provided by the City within its full-purpose boundaries, including water and wastewater services and excluding gas or electrical service.

3. MUNICIPAL SERVICES.

a. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and Owner or property owner participation in accordance with this Agreement and applicable city ordinances, rules, regulations, and policies.

FIRE

Existing Services:

None.

Services to be Provided: Fire suppression, prevention, and first response. Emergency Medical Services (EMS) will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 3, located at 7441 Oxford Dr. Most of this project will be inside of the current Fire Station No. 3 ISO circle and most of the project is within a 4-minute

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response time. Fire prevention and fire inspection activities will be provided by the Amarillo Fire Department Fire Marshal's Office as needed.

The southeast portion of the area proposed for annexation falls outside of an ISO circle. Upon further development and annexations in this area, it is anticipated that an additional fire station would be needed.

The City of Amarillo will be responsible for coordinating the funding to construct the above-mentioned fire station. Construction of said fire station will begin upon adequate resources being available for construction and operation of said fire station. The approximate cost of a new one company fire station would be \$8,956,341 with annual personnel and operating cost being approximately \$1,663,711.

POLICE

Existing Services:

None

Services to be Provided:

Upon annexation, the City of Amarillo Police Department will extend regular and routine patrols to the area. Police Department activities to serve the area upon annexation can be afforded to the annexed area within current budget appropriation.

BUILDING SAFETY

Existing Services:

None

Services to be Provided:

The Department of Building Safety will provide plan review and inspection services upon annexation and/or as development warrants. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Amarillo.

PLANNING AND ZONING

Existing Services:

None

Services to be Provided:

The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Amarillo's Zoning Ordinance already extends to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Amarillo's Subdivision Ordinance.

PARKS & RECREATION

Existing Services:

None

Services to be Provided:

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While it is anticipated that this area will be developed as Commercial, if residential units are developed, the Parks and Recreation Master Plan requires 2.2 acres of developed parkland per 1,000 residents. The preferred method of complying with parkland dedication is through dedicating improved parks within a proposed subdivision. Alternative facilities may be considered including trails and greenways. If an improved park is dedicated, the City will be responsible for maintenance following the completion of park improvements.

LIBRARY

Existing Services:

None

Services to be Provided:

Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. Department activities can be afforded to the annexed area within current annual budget appropriations.

ENV. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Sanitary nuisances (limited), On-Site Sewage Facilities

Services to be provided: The Amarillo Area Public Health District will implement our vector control (mosquito control) program within the proposed area. As the city experiences growth, sanitary nuisance enforcement/abatement is expected to grow, and additional resources may be needed to maintain current levels of service.

ANIMAL MANAGEMENT AND WELFARE SERVICES

Existing Services:

None

Services to be Provided:

Animal Management and Welfare services will be provided to the area upon annexation.

PUBLIC RIGHT-OF-WAY

Existing Services:

None

Services to be Provided and Public Right-of-Way Requirements:

Currently, there is one TxDOT facility, Interstate 27 and associated access roads within the area proposed for annexation in addition to Suntown Lane and a portion of Coulter Street.

Owners will provide, or cause to be provided for, streets and alleys within the area to be annexed at their expense. Construction of all streets and alleys shall comply fully with City of Amarillo Street Standard Specifications. Maintenance of any future street and alley facilities will be provided by the City upon acceptance of that street or alley by the City at the completion of the required warranty period. Haulroutes of individual units shall be identified in the preliminary plan, designed for construction traffic and submitted as part of the construction plans for each unit.

There are two adjacent Section Line Arterial rights-of-way. These will need to be improved as detailed below:

S. Coulter Street: There is currently a total right-of-way width of between 60 ft. and 105 ft.

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for S. Coulter Street.

Within 120 days of annexation approval, 60' of right-of-way will be required to be dedicated on the applicant's current frontage of their side of the section line or property under their control. The City will improve Coulter St. to a minimum 45' back-to-back section upon dedication of city right-of-way.

W. Sundown Lane: There is currently a total right-of-way width of between 60ft. and 100 ft. for W. Sundown Lane.

Within 120 days of annexation approval, 60' of right-of-way will be required to be dedicated on the applicant's current frontage of their side of the section line. As development occurs in the future, current Owners will be required to improve Sundown Lane to a minimum 45' back-to-back section within city right-of-way at the then current Owners' expense and in accordance with adopted regulations at the time of development. This requirement does not preclude the City or Developer's in the future from coordinating on funding for a larger scale road project under the current or future development policy standards (i.e. City includes funding for Capital Improvement Project or Bond Project).

STORM WATER MANAGEMENT

Existing Services:

None

Services to be Provided:

Owners will provide for, or cause to be provided for, storm drainage at their own expense within the subdivision. Construction of all stormwater drainage facilities shall comply fully with City of Amarillo Specifications. The City will then maintain the public drainage facilities upon approval and completion of the warranty period. The City will be responsible for the storm drain improvements associated with the improvement of Coulter St. The Owners will be responsible for storm drain improvements associated with the improvements of Sundown Lane. The Owners will be responsible for all needed storm drain crossings (or improvements to existing crossings) of Interstate-27.

Downstream easements will be required for runoff as well as the improvements necessary. These improvements will have to be determined by a drainage study, provided by the Owners, at the time of development. Easements will need to be obtained by the Owners from all property owners between their development and the point of discharge prior to approval of any submitted drainage report. TxDOT will need to be consulted regarding any post-development flow that is discharged in the facilities. Any improvements that will need to be made to TxDOT facilities will be the responsibility of the Owners.

STREET LIGHTING

Existing Services:

None

Services to be Provided:

All street lighting will be provided by the then current Owners as development occurs. The City of Amarillo Traffic Engineering Department will coordinate any request for improved street lighting with the local electric provider in accordance with City of Amarillo Lighting Standards.

Maintenance of the above street lighting will be the responsibility of the City once installed and accepted according to City Standards.

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TRAFFIC ENGINEERING

Existing Services:

None

Services to be Provided:

Upon annexation and as development occurs, the City of Amarillo Traffic Engineering Department will provide traffic control devices deemed necessary by that Department.

Traffic signing will be placed as development occurs and at appropriate locations. Signing will include Stops, Yields, Do Not Enter, 1-Way, and Speed Limit as required. Based upon the proposed street layout, it is anticipated that a minimum of 95 individual sign pole installations will be required.

WATER SERVICE

Existing Services:

Upon annexation, the area will be considered served by a 16" water main along the east side of Coulter Street. There is also an 8" water main running along the south side of the Cinemark property.

Services to be Provided:

As development occurs, the Owners will provide for, or cause to be provided for, the construction of water mains within the subdivision. Any upsizing based on development needs within the proposed annexation area is the responsibility of the Owners. The Owners will provide for, or cause to be provided for, the construction of looped water mains must be planned along with contiguous owned property already within city limits and approved as part of a preliminary plan. Any upsizing along the arterials beyond the 12" required, would be the City's responsibility. The above requirements do not preclude the City or Developer's in the future from coordinating or funding for a larger scale road project under the current or future development policy standards (i.e. City includes funding for Capital Improvement Project or Bond Project).

Maintenance of any public water mains will be provided by the City upon acceptance and completion of the required warranty period.

SANITARY SEWER SERVICE

Existing Services:

A portion of the proposed annexation is currently served by a 15" gravity line along the west side of Coulter St., lift station 54 and a 10" forcemain along the west side of Coulter St.

Lift station 54 can serve lots of approximately 400 feet in depth fronting the east side of Coulter St. from the current city limit line to Sundown Lane.

Services to be Provided:

As development occurs, Owners will provide for, or cause to be provided for, sewer infrastructure at their own expense within the subdivision. The City agrees to consider alternate services after annexation, including temporary and full-life services for the annexation area as recommended by an updated study provided by the Owners or in partnership with an updated study with the City. The City and Owners, at time of development, will review required off-site improvements to serve the area based on updated studies. The City, during the annual Capital Improvement Project process, may consider funding to go toward installation of the off-site infrastructure to serve this annexed area and

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the region.

The above requirements do not preclude the City or Developer's in the future from coordinating on funding for a larger scale wastewater project under the current or future development policy standards (i.e. City includes funding for Capital Improvement Project or Bond Project).

Design and construction of all sewer infrastructure shall comply fully with all City of Amarillo development standards. Construction of all sewer infrastructure shall comply fully with City of Amarillo Specifications.

Maintenance of any public sewers shall be provided by the City upon acceptance and completion of the required warranty period.

SOLID WASTE SERVICES

Existing Services:

None

Services to be Provided:

With this area to be annexed being anticipated to largely be commercial/industrial in nature, property owners within this area are able to contract out solid waste service to third parties if desired. The City will provide service as requested within the area.

TRANSIT

Existing Services:

None

Services to be Provided:

As this area undergoes development and annexation, additional services will be evaluated and potentially implemented based on demand.

As the residential areas around the site grows and the amount and type of jobs are identified additional resources may be needed to serve the area. Service in the area would be based upon both residential demand and the number of jobs created by the annexation.

AMARILLO AREA OFFICE OF EMERGENCY MANAGEMENT

Existing Services:

The area is within Randall County and is served by the Amarillo Area Office of Emergency Management through the interjurisdictional agreement between the City of Amarillo and Randall County to provide Emergency Management Services and act as the Emergency Management Coordinator.

Services to be provided:

There will be no change to the existing services provided by the Amarillo Area Office of Emergency Management. The area currently has sufficient outdoor warning siren coverage and will not require additional sirens.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Amarillo's established policies governing extension of municipal services to newly annexed areas.

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

LGS 4/24/2025

As the City experiences growth, additional resources may need to be addressed to maintain levels of service. The City and/or Owners will be responsible for the cost of additional resources if needed in accordance with adopted ordinances.

4. GENERAL CONSIDERATIONS

a. Commencing on the Effective Date, the City will provide to the Property all services provided by the City within its full-purpose boundaries and not otherwise listed above, except as provided herein.

b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies and applicable law and at rates established by City ordinances for such services.

c. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

d. Owner(s) understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

5. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

6. **CITY DEVELOPMENT REGULATIONS.** Any development of the property beyond the current use shall comply with the standards and requirements set forth in the City's development regulations at the time development occurs including but not limited to provisions regarding zoning, platting, drainage, parkland dedication, street design and paving standards, and development manual policies. The Owners acknowledge that by entering into this Agreement, the Owners, successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits attached hereto as waiving the requirements of the City's adopted ordinances, regulations and policies.

7. **AUTHORITY.** City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

8. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

9. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal Owner-Initiated Annexation Service Agreement bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

10. **GOVERNING LAW AND VENUE.** The governing law will be the State of Texas. Venue shall be in the state courts located in Randall County, Texas or the United States District Court for the Northern District of Texas, Amarillo Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

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LS5 4/24/2025

11. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

12. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

13. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

14. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

15. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.


16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.



Mark G. V.P. (Name and Title)
ATTEBURY ELEVATORS, LLC

Date: 5/13/2025



Larry Taylor

Date: 5/13/2025



Grayson Patis, City Manager
City of Amarillo, Texas

Date: 5/30/2025

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

Exhibit A

2332945 – REVISED2 – ANNEXATION DESCRIPTION

A 477.36+/- acre tract of land out of Sections 32, 33, 36 and 37, Block 9, B.S.&F. Survey, Randall County, Texas, being described by metes and bounds as follows:

BEGINNING at a point in the West Right-of-Way line of Coulter Street as monumented on the ground and the current City Limits of the City of Amarillo (Ordinance No. 7115), being the Southwest corner of Preston West Acres Unit No. 1, an addition to the City of Amarillo according to the map or plat thereof, recorded in Volume 1706, Page 198 of the Deed Records of Randall County, Texas, same being the most West Northwest corner of this tract of land;

THENCE S. 89° 29' 43" E. 975.00 feet to a 1/2 inch iron rod with cap (2507) found, of record, for the Southeast corner of said Preston West Acres Unit No. 1, same being an interior corner of this tract of land;

THENCE N. 06° 09' 28" W., at a distance of 178.70 feet, pass a 3/8 inch iron rod with cap (2507) found for the Northeast corner of said Preston West Acres Unit No. 1, same being a corner of the current City Limits of the City of Amarillo (Ordinance No. 6601), continuing along said current City Limits of the City of Amarillo for a total distance of 1282.33 feet to a point being a corner of this tract of land;

THENCE S. 89° 27' 04" E. along said current City Limits of the City of Amarillo (Ordinance No. 6601), at a distance of 866.96 feet pass a 1/2 inch iron rod found for the Southwest corner of Starplex Cinema 16 Unit No. 1, an addition to the City of Amarillo according to the map or plat thereof, of record in Volume 1780, Page 80, Deed Records of Randall County, Texas, continuing for a total distance of 927.81 feet to a 3/8 inch iron rod with cap (illegible) found for the Northwest corner of that certain 5.0 acre tract of land described in that certain instrument recorded under Clerk's File No. 00619429 of the Official Public Records of Randall County, Texas;

THENCE S. 10° 03' 22" W. 346.31 feet along the West line of said 5.0 acre tract of land to a 3/8 inch iron rod found for the Southwest corner of said 5.0 acre tract of land, same being an interior corner of this tract of land;

THENCE S. 89° 27' 04" E. 634.71 feet to a point in the Northwestern Right-of-Way line of Interstate Highway 27, as monumented on the ground, for a corner of this tract of land;

THENCE N. 10° 03' 26" E. 1074.32 feet along the Northwestern Right-of-Way line of said Interstate Highway 27, same being the current City Limits of the City of Amarillo to a point being a corner of the current City Limits of the City of Amarillo, same being the most North Northwest corner of this tract of land;

THENCE S. 89° 27' 18" E. along said current City Limits of the City of Amarillo (Ordinance Nos. 6269 & 5097), passing the Southeast Right-of-Way line of said Interstate Highway 27, same being the West line of that certain 1.891 acre tract of land being described in that certain instrument recorded in Volume 1638, Page 101 of the Deed Records of Randall County, Texas, continuing for a total distance of 2030.43 feet, to a point being a corner of the current City Limits of the City of Amarillo (Ordinance No. 5211), same being the most North Northeast corner of this tract of land;

THENCE S. 00° 13' 40" E. 1670.49 feet, along said current City Limits of the City of Amarillo (Ordinance No. 5211) to a point for a corner of this tract of land;

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

THENCE S. 89° 32' 40" E. 660.05 feet, along said current City Limit of the City of Amarillo (Ordinance No. 5211) to a point in the common line of said Sections 32 and 3, for the most East Northeast corner of this tract of land;

THENCE S. 00° 13' 40" E. along said common line of sections 32 and 3, same being the current City Limits of the City of Amarillo, at 2894.54 feet pass a 3/4 inch aluminum cap stamped "FURMAN LAND SURVEYORS SECTION CORNER FIRM NO. 10092400" found and accepted for the common corner of Sections 2, 3, 32 and 33 of said Block 9, continuing for a total distance of 2574.54 feet to a point for the most East Southeast corner of this tract of land being 50.00 feet South of the South line of said Section 32;

THENCE N. 89° 30' 16" W. 2352.07 feet along a line 50.00 feet South of and parallel to the South line of said Section 32 to a point in the Easterly Right-of-Way of said Interstate Highway 27 for a corner of this tract of land;

THENCE S. 30° 19' 54" W. 235.63 feet to a point for a corner of this tract of land;

THENCE N. 89° 30' 16" W. 739.05 feet along a Southerly boundary line of said Interstate Highway 27 to a point for a corner of this tract of land;

THENCE S. 50° 55' 53" W. 76.48 feet to a point in the Southeasterly Right-of-Way line of said Interstate Highway 27 for a corner of this tract of land;

THENCE N. 89° 30' 16" W. 304.00 feet to a point in the Northwesterly Right-of-Way line of said Interstate Highway No. 27 for a corner of this tract of land;

THENCE N. 39° 43' 16" W. 64.24 feet to a point for a corner of this tract of land;

THENCE N. 89° 30' 16" W. 654.67 feet along a Southerly boundary line of said Interstate Highway 27 to a point for a corner of this tract of land;

THENCE N. 29° 30' 16" W. 235.63 feet to a point 50.00 feet South of the South line of said Section 32 for a corner of this tract of land;

THENCE N. 89° 30' 16" W. 1077.17 feet along a line 50.00 feet South of and parallel to the South line of said Section 32, passing the common line between Sections 33 and 36, said Block 9, to a point for the Southwest corner of this tract of land;

THENCE N. 00° 09' 28" W. 80.01 feet passing the common line of Sections 35 and 37, said Block 9 to a point in the South line of the current City limits of the City of Amarillo (Ordinance No. 7115), for a corner of this tract of land;

THENCE S. 89° 29' 47" E. 99.68 feet along the current City Limits of the City of Amarillo (Ordinance No. 7115) passing the common line of said Sections 37 and 32 to a point being a corner of the current City Limits of the City of Amarillo (Ordinance No. 7115), for a corner of this tract of land;

THENCE N. 00° 09' 28" W. 20.32 feet along the current City Limits of the City of Amarillo to a point being the Southwest corner of that certain 2.000 acre tract of land being described in that certain instrument recorded under Clerk's File No. 2016000215 of the Official Public Records of Randall County, Texas, same being a corner of this tract of land;

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

THENCE S. 89° 29' 47" E. 208.77 feet to a 1/2 inch iron rod with cap (2507) found, of record, for the Southeast corner of said 2.000 acre tract of land, same being an interior corner of this tract of land;

THENCE N. 00° 08' 40" W. 417.45 feet to a 1/2 inch iron rod with cap (2507) found, of record, for the Northeast corner of said 2.000 acre tract of land, same being an interior corner of this tract of land;

THENCE N. 89° 34' 54" W. 208.86 feet to a 1/2 inch iron rod with cap (GDI) found in the East Right-of-Way of Coulter Street, as monumented on the ground, same being the current City Limits of the City of Amarillo (Ordinance No. 7115) for the Northwest corner of said 2.000 acre tract of land, same being a corner of this tract of land;

THENCE N. 00° 09' 28" W. 2130.13 feet along the West Right-of-Way line of said Coulter Street, as monumented on the ground, same being the current City Limits of the City of Amarillo (Ordinance No. 7115), to the PLACE OF BEGINNING and containing 477.36 acres of land more or less.

FILED AND RECORDED

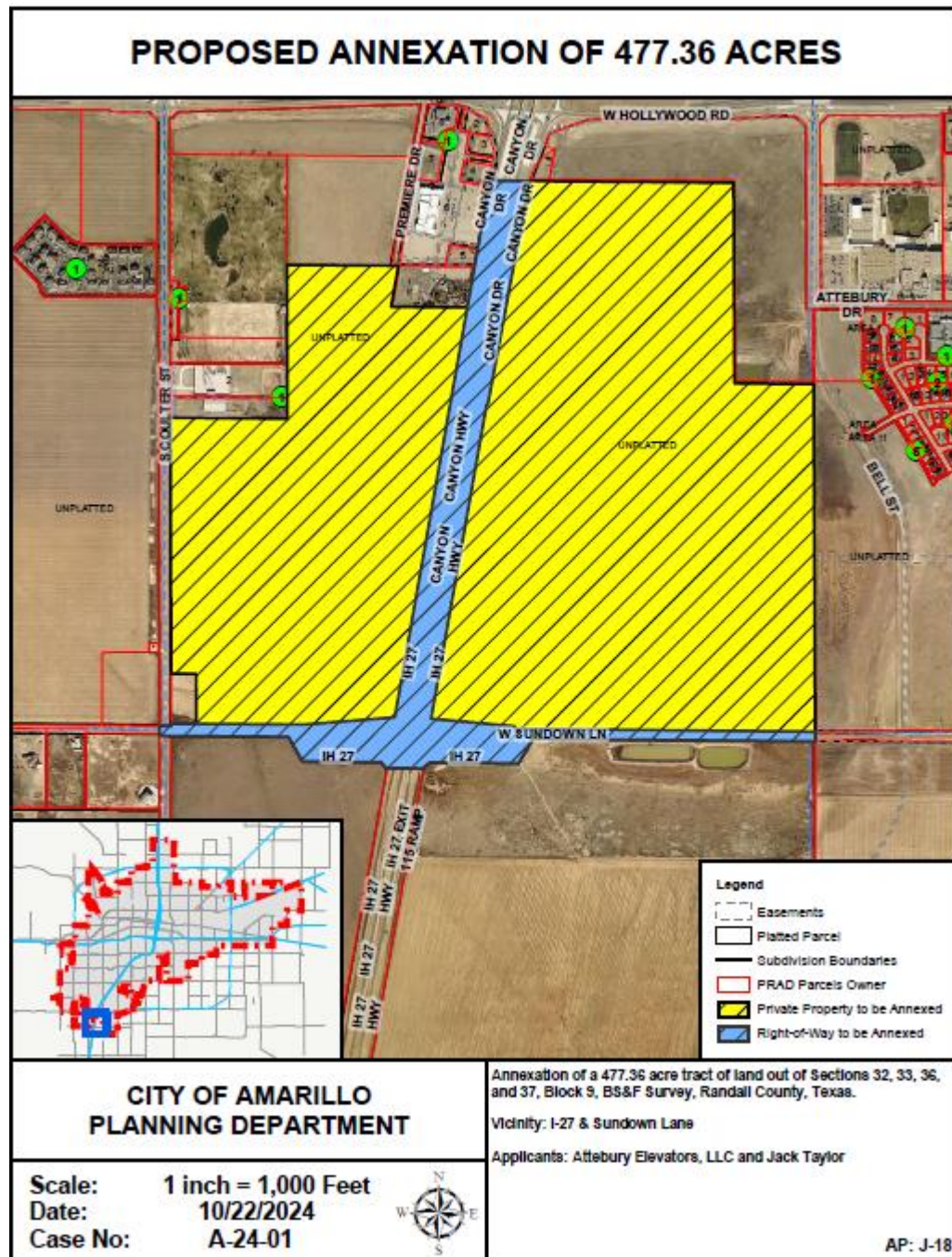
OFFICIAL PUBLIC RECORDS



Jason B. Allen

2025011795
9/18/2025 04:42 PM
Page 39 of 80
Susan E. Allen, County Clerk
Tarrant County, Texas
JED

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025



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.

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

ORDER FOR ANNEXATION OF
TERRITORY TO
AMARILLO JUNIOR COLLEGE DISTRICT

WHEREAS, Amarillo Junior College District, pursuant to the Texas Education Code Section 130.066, has heretofore annexed all of the territory which is co-extensive with the city limits of Amarillo, Texas; and

WHEREAS, the City of Amarillo, Texas, did on July 9, 2025, enact its ordinance No. 8142 thereby annexing and including the territory described in Exhibit "A" attached hereto within the boundary limits of the City of Amarillo, Texas, and amending the present boundary limits of such city at the various points contiguous to the areas described in Exhibit "A" attached hereto so as to include the territory described in Exhibit "A" within the corporate limits of the City of Amarillo, Texas; and

WHEREAS, pursuant to the Texas Education Code Section 130.066 the governing board of Amarillo Junior College District by order may annex for Junior College purposes any territory annexed by the City of Amarillo, Texas, and the governing board of Amarillo Junior College District wishes to annex the territory described in Exhibit "A" attached hereto which territory has previously been annexed to the City of Amarillo, Texas, by ordinance No. 8142 referred to above; it is therefore ORDERED that the territory described in Exhibit "A", which exhibit is expressly incorporated herein by reference, are annexed for purposes of the Amarillo Junior College District and same shall be henceforth a part of the Amarillo Junior College District for all purposes.

Read, adopted and approved by at least a majority of regents of the Amarillo Junior College District and the seal thereof hereunto affixed this 23rd day of September, 2025.

Chair, Board of Regents
Amarillo Junior College District

ATTEST:

Secretary, Board of Regents
Amarillo Junior College District

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025



PLANNING DEPARTMENT
808 S. BUCHANAN ST
PO Box 1971
AMARILLO TX 79105-1971
(806) 378-5263

Daryl R. Furman, RPLS
Furman Land Surveyors, Inc.
3501 S. Georgia Street, Suite D
Amarillo, Texas 79109

Josh Langham
Llano Real Estate Group
7639 Hillside Road, Suite 300
Amarillo, Texas 79119

RE: Approval – Annexation A-24-01 477.36 Acre Tract in Randall County, Texas (I-27 and Sundown Lane)

Mr. Furman and Mr. Langham,

The City of Amarillo approved the above annexation on June 24, 2025. The ordinance affecting this change is No. 8200 and was filed in the official public records of Randall County under Clerk's File Number 2025011795 on July 8, 2025. Enclosed you will find a copy of the ordinance.

As the Project Manager, please direct all questions to me, to avoid confusion or receipt of erroneous information. My contact information is Brady.Kendrick@amarillo.gov or 806-378-5286.

Sincerely,

A handwritten signature in blue ink that reads 'Brady Kendrick'.

Brady Kendrick
Senior Planner

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

2025011795 ORD Total Pages: 17

ISS 5/29/2025

CRDINANCE NO. 8200

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, IN RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNERS, TERRITORY GENERALLY DESCRIBED AS A 477.36 ACRE TRACT OF LAND LOCATED IN SECTIONS 32, 33, 36, & 37, BLOCK 9, BS&F SURVEY, RANDALL COUNTY, TEXAS; DESCRIBING THE TERRITORY ANNEXED; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; APPROVING A SERVICE PLAN THEREFORE; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS OF SAID TERRITORY; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Amarillo, Texas is a home-rule municipality authorized by State law and the City Charter to extend its boundaries and to annex area adjacent and contiguous to its corporate limits; and

WHEREAS, the City of Amarillo's policy is not to pursue involuntary annexations; and

WHEREAS, the proposed annexation would cause areas to be entirely surrounded by the City of Amarillo but would not include the areas within the City of Amarillo; and

WHEREAS, the City Council finds that such surrounded areas is in the public interest in accordance with Texas Local Government Code at Section 43.057; and

WHEREAS, an offer of a development agreement has been made and rejected; and

WHEREAS, the owners of the property, described in Exhibit A (hereinafter the "Area"), have petitioned the City Council in writing to annex this area into the corporate limits of the City of Amarillo; and

WHEREAS, an Agreed Service Plan has been prepared and executed that provides for the extension of appropriate municipal services to the Area, outlined in Exhibit B, attached hereto and made a part hereof for all purposes; and the City of Amarillo is able to provide such services by any of the methods by which the City extends the services to any other area of the City; and

WHEREAS, the notice, publication, time periods and other procedural requirements of Texas Local Government Code, Chapter 43, Subchapter C-3, have been complied with, including with respect to this annexation that a public hearing has been held at which persons interested in annexation of the Area into the corporate limits of the City were given the opportunity to be heard on June 10, 2025; and

WHEREAS, the hereinafter described properties and territory lies within the

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

extraterritorial jurisdiction of the City of Amarillo.

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

SECTION 1. Findings of Fact. All of the above premises are hereby found to be true and correct and are incorporated into the body of this Ordinance as if fully set forth.

SECTION 2. Annexation. The Area, described in Exhibit A, attached hereto and incorporated herein for all purposes, is hereby added and annexed into the City of Amarillo, Texas, said Area shall hereafter be included within the corporate limits of the City of Amarillo, and the present boundary lines of said City are hereby altered, extended and amended so as to include said Area within the corporate limits.

SECTION 3. Amendment of Boundaries and Official Map. The official map and boundaries of the City of Amarillo, Texas, heretofore adopted and amended, shall be and are hereby amended so as to include the aforementioned annexed Area.

SECTION 4. Agreed Service Plan. The service plan, attached hereto as Exhibit B, is hereby approved and is incorporated herein for all purposes. The City of Amarillo makes an affirmative determination that this service plan provides for services to the annexed Area which are comparable to other areas within the City of Amarillo with similar land utilization, population density, and topography.

SECTION 5. Pro Rata Share of Taxes. The annexed Area, being a part of the City of Amarillo for all purposes, the property situated herein shall bear its prorata part of taxes levied by the City of Amarillo.

SECTION 6. Rights, Privileges and Duties of Inhabitants. The inhabitants of the annexed Area shall be entitled to the rights and privileges of the other citizens of the City of Amarillo and shall be bound by the Charter, Ordinances, Resolutions, and other regulations of the City of Amarillo.

SECTION 7. Filing of Ordinance. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Randall County, Texas, the County Tax Assessor of Randall County, Texas, the Potter-Randall Appraisal District, the Texas Secretary of State, the Census Bureau, the Texas Department of Insurance, the Texas Public Utility Commission, the Texas Comptroller of Public Accounts, and all local utility companies, in the manner required by law.

SECTION 8. Severability. If any part, provision, section, subsection, sentence,

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

clause or phrase of this Ordinance (or the application of same to any person or set of circumstances) is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining parts of this Ordinance (or their application to other persons or sets of circumstances) shall not be affected thereby. The City Council's intent in adopting this Ordinance is that no part thereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality of any other part hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 9. Open Meeting Act Compliance. The City Council for the City of Amarillo hereby finds and declares that the meetings at which this Ordinance was introduced and finally passed were open to the public as required by law, and public notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

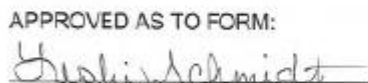
SECTION 10. Effective Date. This Ordinance will become effective on the day of its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 10th day of June 2025; and PASSED on Second and Final Reading on this the 24th day of June 2025.


Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Leslie Schmidt, Senior Assistant City Attorney

RETURN TO:
Stephanie Coggins
City Secretary, City of Amarillo
P.O. Box 1971
Amarillo, TX 79105-1971

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

Exhibit A.

2332945 - REVISED2 - ANNEXATION DESCRIPTION

A 477.364/- acre tract of land out of Sections 32, 33, 36 and 37, Block 9, B.S.&F. Survey, Randall County, Texas, being described by metes and bounds as follows:

BEGINNING at a point in the West Right-of-Way line of Coulter Street as monumented on the ground and the current City Limits of the City of Amarillo (Ordinance No. 7115), being the Southwest corner of Preston West Acres Unit No. 1, an addition to the City of Amarillo according to the map or plat thereof, recorded in Volume 1704, Page 198 of the Deed Records of Randall County, Texas, same being the most West Northwest corner of this tract of land;

THENCE S 89° 29' 43" E. 975.00 feet to a 1/2 inch iron rod with cap (2507) found, of record, for the Southeast corner of said Preston West Acres Unit No. 1, same being an interior corner of this tract of land;

THENCE N 00° 09' 28" W., at a distance of 178.70 feet pass a 3/8 inch iron rod with cap (2507) found for the Northeast corner of said Preston West Acres Unit No. 1, same being a corner of the current City Limits of the City of Amarillo (Ordinance No. 6601), continuing along said current City Limits of the City of Amarillo for a total distance of 1282.33 feet to a point being a corner of this tract of land;

THENCE S 89° 27' 04" E. along said current City Limits of the City of Amarillo (Ordinance No. 6601), at a distance of 866.96 feet pass a 1/2 inch iron rod found for the Southwest corner of Starplex Cinema 16 Unit No. 1, an addition to the City of Amarillo according to the map or plat thereof, of record in Volume 1780, Page 80, Deed Records of Randall County, Texas, continuing for a total distance of 927.81 feet to a 3/8 inch iron rod with cap (illegible) found for the Northwest corner of that certain 5.0 acre tract of land described in that certain instrument recorded under Clerk's File No. 00619429 of the Official Public Records of Randall County, Texas;

THENCE S 10° 03' 22" W 346.31 feet along the West line of said 5.0 acre tract of land to a 3/8 inch iron rod found for the Southwest corner of said 5.0 acre tract of land, same being an interior corner of this tract of land;

THENCE S 89° 27' 04" E. 634.71 feet to a point in the Northwestern Right-of-Way line of Interstate Highway 27, as monumented on the ground, for a corner of this tract of land;

THENCE N 10° 03' 26" E. 1074.32 feet along the Northwestern Right-of-Way line of said Interstate Highway 27, same being the current City Limits of the City of Amarillo to a point being a corner of the current City Limits of the City of Amarillo, same being the most North Northwest corner of this tract of land;

THENCE S 89° 27' 18" E. along said current City Limits of the City of Amarillo (Ordinance Nos 6269 & 5097), passing the Southeastern Right-of-Way line of said Interstate Highway 27, same being the West line of that certain 1.891 acre tract of land being described in that certain instrument recorded in Volume 1638, Page 101 of the Deed Records of Randall County, Texas, continuing for a total distance of 2030.43 feet, to a point being a corner of the current City Limits of the City of Amarillo (Ordinance No. 5211), same being the most North Northeast corner of this tract of land;

THENCE S 00° 13' 40" E. 1670.49 feet, along said current City Limits of the City of Amarillo (Ordinance No. 5211) to a point for a corner of this tract of land;

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

THENCES. 89° 32' 40" E. 560.05 feet, along said current City Limit of the City of Amarillo (Ordinance No. 5211) to a point in the common line of said Sections 32 and 3, for the most East Northeast corner of this tract of land;

THENCES. 00° 13' 40" E. along said common line of sections 32 and 3, same being the current City Limits of the City of Amarillo, at 2894.54 feet pass a 3/4 inch aluminum cap stamped "FURMAN LAND SURVEYORS SECTION CORNER FIRM NO. 10092400" found and accepted for the common corner of Sections 2, 3, 32 and 33 of said Block 9, continuing for a total distance of 2974.54 feet to a point for the most East Southeast corner of this tract of land being 50.00 feet South of the South line of said Section 32;

THENCE N. 89° 30' 16" W. 2352.07 feet along a line 50.00 feet South of and parallel to the South line of said Section 32 to a point in the Easterly Right-of-Way of said Interstate Highway 27 for a corner of this tract of land;

THENCES. 30° 19' 54" W. 235.63 feet to a point for a corner of this tract of land;

THENCE N. 89° 30' 16" W. 739.05 feet along a Southerly boundary line of said Interstate Highway 27 to a point for a corner of this tract of land;

THENCES. 50° 55' 53" W. 76.48 feet to a point in the Southeasterly Right-of-Way line of said Interstate Highway 27 for a corner of this tract of land;

THENCE N. 89° 30' 16" W. 304.00 feet to a point in the Northwesterly Right-of-Way line of said Interstate Highway No. 27 for a corner of this tract of land;

THENCE N. 39° 43' 16" W. 64.24 feet to a point for a corner of this tract of land;

THENCE N. 89° 30' 16" W. 654.67 feet along a Southerly boundary line of said Interstate Highway 27 to a point for a corner of this tract of land;

THENCE N. 29° 30' 16" W. 235.63 feet to a point 50.00 feet South of the South line of said Section 32 for a corner of this tract of land;

THENCE N. 89° 30' 16" W. 1077.17 feet along a line 50.00 feet South of and parallel to the South line of said Section 32, passing the common line between Sections 33 and 36, said Block 9, to a point for the Southwest corner of this tract of land;

THENCE N. 00° 09' 28" W. 80.01 feet passing the common line of Sections 36 and 37, said Block 9 to a point in the South line of the current City limits of the City of Amarillo (Ordinance No. 7115), for a corner of this tract of land;

THENCE S. 89° 29' 47" E. 99.68 feet along the current City Limits of the City of Amarillo (Ordinance No. 7115) passing the common line of said Sections 37 and 32 to a point being a corner of the current City Limits of the City of Amarillo (Ordinance No. 7115), for a corner of this tract of land;

THENCE N. 00° 09' 28" W. 20.32 feet along the current City Limits of the City of Amarillo to a point being the Southwest corner of that certain 2.000 acre tract of land being described in that certain instrument recorded under Clerk's File No. 2016000215 of the Official Public Records of Randall County, Texas, same being a corner of this tract of land;

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

THENCE S. 89° 29' 47" E. 208.77 feet to a 1/2 inch iron rod with cap (2507) found, of record, for the Southeast corner of said 2.000 acre tract of land, same being an interior corner of this tract of land;

THENCE N. 00° 08' 46" W. 417.43 feet to a 1/2 inch iron rod with cap (2507) found, of record, for the Northeast corner of said 2.000 acre tract of land, same being an interior corner of this tract of land;

THENCE N. 89° 34' 54" W. 208.86 feet to a 1/2 inch iron rod with cap (GDI) found in the East Right-of-Way of Coulter Street, as monumented on the ground, same being the current City Limits of the City of Amarillo (Ordinance No. 7115) for the Northwest corner of said 2.000 acre tract of land, same being a corner of this tract of land;

THENCE N. 00° 09' 28" W. 2130.13 feet along the West Right-of-Way line of said Coulter Street, as monumented on the ground, same being the current City Limits of the City of Amarillo (Ordinance No. 7115), to the PLACE OF BEGINNING and containing 477.36 acres of land more or less.

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Exhibit B

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MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS AND OWNERS (ATTEBURY
ELEVATORS, LLC AND LARRY TAYLOR)

This Municipal Services Agreement ("Agreement") is entered into on 27 day of May, 2025, by and between the City of Amarillo, Texas, a home-rule municipality of the State of Texas, ("City") and ATTEBURY ELEVATORS, LLC and LARRY TAYLOR ("Owners"). The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Texas Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owners own certain parcels of land situated in Randall County, Texas, which consist of approximately 477.36 +/- acres of land in the City's extrajurisdiction, including adjacent public rights-of-way, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Property;

WHEREAS, City and Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation and execution of this Agreement are subject to approval by the Amarillo City Council; and

NOW, THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owners agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation application as described herein.

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law. For purposes of this Agreement, "municipal services" means services provided by the City within its full-purpose boundaries, including water and wastewater services and excluding gas or electrical service.

3. **MUNICIPAL SERVICES.**

a. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and Owner or property owner participation in accordance with this Agreement and applicable city ordinances, rules, regulations, and policies.

FIRE

Existing Services:

None

Services to be Provided: Fire suppression, prevention, and first response Emergency Medical Services (EMS) will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 3, located at 7441 Oxford Dr. Most of this project will be inside of the current Fire Station No. 3 ISO circle and most of the project is within a 4-minute

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response time. Fire prevention and fire inspection activities will be provided by the Amarillo Fire Department Fire Marshal's Office as needed.

The southeast portion of the area proposed for annexation falls outside of an ISO circle. Upon further development and annexations in this area, it is anticipated that an additional fire station would be needed.

The City of Amarillo will be responsible for coordinating the funding to construct the above-mentioned fire station. Construction of said fire station will begin upon adequate resources being available for construction and operation of said fire station. The approximate cost of a new one company fire station would be \$8,956,341 with annual personnel and operating cost being approximately \$1,653,711.

POLICE

Existing Services:

None

Services to be Provided:

Upon annexation, the City of Amarillo Police Department will extend regular and routine patrols to the area. Police Department activities to serve the area upon annexation can be afforded to the annexed area within current budget appropriation.

BUILDING SAFETY

Existing Services:

None

Services to be Provided:

The Department of Building Safety will provide plan review and inspection services upon annexation and/or as development warrants. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Amarillo.

PLANNING AND ZONING

Existing Services:

None

Services to be Provided:

The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Amarillo's Zoning Ordinance already extends to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Amarillo's Subdivision Ordinance.

PARKS & RECREATION

Existing Services:

None

Services to be Provided:

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While it is anticipated that this area will be developed as Commercial, if residential units are developed, the Parks and Recreation Master Plan requires 2.2 acres of developed parkland per 1,000 residents. The preferred method of complying with parkland dedication is through dedicating improved parks within a proposed subdivision. Alternative facilities may be considered including trails and greenways. If an improved park is dedicated, the City will be responsible for maintenance following the completion of park improvements.

LIBRARY

Existing Services:

None

Services to be Provided:

Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. Department activities can be afforded to the annexed area within current annual budget appropriations.

ENV. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Sanitary nuisances (limited). On-Site Sewage Facilities

Services to be provided: The Amarillo Area Public Health District will implement our vector control (mosquito control) program within the proposed area. As the city experiences growth, sanitary nuisance enforcement/abatement is expected to grow, and additional resources may be needed to maintain current levels of service.

ANIMAL MANAGEMENT AND WELFARE SERVICES

Existing Services:

None

Services to be Provided:

Animal Management and Welfare services will be provided to the area upon annexation.

PUBLIC RIGHT-OF-WAY

Existing Services:

None

Services to be Provided and Public Right-of-Way Requirements:

Currently, there is one TxDOT facility, Interstate 27 and associated access roads within the area proposed for annexation in addition to Suntown Lane and a portion of Coulter Street.

Owners will provide, or cause to be provided for, streets and alleys within the area to be annexed at their expense. Construction of all streets and alleys shall comply fully with City of Amarillo Street Standard Specifications. Maintenance of any future street and alley facilities will be provided by the City upon acceptance of that street or alley by the City at the completion of the required warranty period. Haul routes of individual units shall be identified in the preliminary plan, designed for construction traffic and submitted as part of the construction plans for each unit.

There are two adjacent Section Line Arterial rights-of-way. These will need to be improved as detailed below:

S. Coulter Street: There is currently a total right-of-way width of between 50ft. and 105 ft.

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for S. Coulter Street.

Within 120 days of annexation approval, 60' of right-of-way will be required to be dedicated on the applicant's current frontage of their side of the section line or property under their control. The City will improve Coulter St. to a minimum 45' back-to-back section upon dedication of city right-of-way.

W. Sundown Lane: There is currently a total right-of-way width of between 60ft. and 100 ft. for W. Sundown Lane.

Within 120 days of annexation approval, 60' of right-of-way will be required to be dedicated on the applicant's current frontage of their side of the section line. As development occurs in the future, current Owners will be required to improve Sundown Lane to a minimum 45' back-to-back section within city right-of-way at the then current Owners' expense and in accordance with adopted regulations at the time of development. This requirement does not preclude the City or Developer's in the future from coordinating on funding for a larger scale road project under the current or future development policy standards (i.e. City includes funding for Capital Improvement Project or Bond Project).

STORM WATER MANAGEMENT

Existing Services:

None

Services to be Provided:

Owners will provide for, or cause to be provided for, storm drainage at their own expense within the subdivision. Construction of all stormwater drainage facilities shall comply fully with City of Amarillo Specifications. The City will then maintain the public drainage facilities upon approval and completion of the warranty period. The City will be responsible for the storm drain improvements associated with the improvement of Coulter St. The Owners will be responsible for storm drain improvements associated with the improvements of Sundown Lane. The Owners will be responsible for all needed storm drain crossings (or improvements to existing crossings) of Interstate-27.

Downstream easements will be required for runoff as well as the improvements necessary. These improvements will have to be determined by a drainage study, provided by the Owners, at the time of development. Easements will need to be obtained by the Owners from all property owners between their development and the point of discharge prior to approval of any submitted drainage report. TxDOT will need to be consulted regarding any post-development flow that is discharged in its facilities. Any improvements that will need to be made to TxDOT facilities will be the responsibility of the Owners.

STREET LIGHTING

Existing Services:

None

Services to be Provided:

All street lighting will be provided by the then current Owners as development occurs. The City of Amarillo Traffic Engineering Department will coordinate any request for improved street lighting with the local electric provider in accordance with City of Amarillo Lighting Standards.

Maintenance of the above street lighting will be the responsibility of the City once installed and accepted according to City Standards.

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TRAFFIC ENGINEERING

Existing Services:

None

Services to be Provided:

Upon annexation and as development occurs, the City of Amarillo Traffic Engineering Department will provide traffic control devices deemed necessary by that Department.

Traffic signing will be placed as development occurs and at appropriate locations. Signing will include Stops, Yields, Do Not Enter, 1-Way, and Speed Limit as required. Based upon the proposed street layout, it is anticipated that a minimum of \$5 individual sign pole installations will be required.

WATER SERVICE

Existing Services:

Upon annexation, the area will be considered served by a 16" water main along the east side of Coulter Street. There is also an 8" water main running along the south side of the Cinemark property.

Services to be Provided:

As development occurs, the Owners will provide for, or cause to be provided for, the construction of water mains within the subdivision. Any upsizing based on development needs within the proposed annexation area is the responsibility of the Owners. The Owners will provide for, or cause to be provided for, the construction of looped water mains must be planned along with contiguous owned property already within city limits and approved as part of a preliminary plan. Any upsizing along the arterials beyond the 12" required, would be the City's responsibility. The above requirements do not preclude the City or Developer's in the future from coordinating on funding for a larger scale road project under the current or future development policy standards (i.e. City includes funding for Capital Improvement Project or Bond Project).

Maintenance of any public water mains will be provided by the City upon acceptance and completion of the required warranty period.

SANITARY SEWER SERVICE

Existing Services:

A portion of the proposed annexation is currently served by a 15" gravity line along the west side of Coulter St., lift station 54 and a 10" forcemain along the west side of Coulter St.

Lift station 54 can serve lots of approximately 400 feet in depth fronting the east side of Coulter St. from the current city limit line to Sundown Lane.

Services to be Provided:

As development occurs, Owners will provide for, or cause to be provided for, sewer infrastructure at their own expense within the subdivision. The City agrees to consider alternate services after annexation, including temporary and full-life services for the annexation area as recommended by an updated study provided by the Owners or in partnership with an updated study with the City. The City and Owners, at time of development, will review required off-site improvements to serve the area based on updated studies. The City, during the annual Capital Improvement Project process, may consider funding to go toward installation of the off-site infrastructure to serve this annexed area and

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the region.

The above requirements do not preclude the City or Developer's in the future from coordinating on funding for a larger scale wastewater project under the current or future development policy standards (i.e. City includes funding for Capital Improvement Project or Bond Project).

Design and construction of all sewer infrastructure shall comply fully with all City of Amarillo development standards. Construction of all sewer infrastructure shall comply fully with City of Amarillo Specifications.

Maintenance of any public sewers shall be provided by the City upon acceptance and completion of the required warranty period.

SOLID WASTE SERVICES

Existing Services:

None

Services to be Provided:

With this area to be annexed being anticipated to largely be commercial/industrial in nature, property owners within this area are able to contract out solid waste service to third parties if desired. The City will provide service as requested within the area.

TRANSIT

Existing Services:

None

Services to be Provided:

As this area undergoes development and annexation, additional services will be evaluated and potentially implemented based on demand.

As the residential areas around the site grows and the amount and type of jobs are identified additional resources may be needed to serve the area. Service in the area would be based upon both residential demand and the number of jobs created by the annexation.

AMARILLO AREA OFFICE OF EMERGENCY MANAGEMENT

Existing Services:

The area is within Randall County and is served by the Amarillo Area Office of Emergency Management through the interjurisdictional agreement between the City of Amarillo and Randall County to provide Emergency Management Services and act as the Emergency Management Coordinator.

Services to be provided:

There will be no change to the existing services provided by the Amarillo Area Office of Emergency Management. The area currently has sufficient outdoor warning siren coverage and will not require additional sirens.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Amarillo's established policies governing extension of municipal services to newly annexed areas.

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As the City experiences growth, additional resources may need to be addressed to maintain levels of service. The City and/or Owners will be responsible for the cost of additional resources if needed in accordance with adopted ordinances.

4. GENERAL CONSIDERATIONS

a. Commencing on the Effective Date, the City will provide to the Property all services provided by the City within its full-purpose boundaries and not otherwise listed above, except as provided herein.

b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies and applicable law and at rates established by City ordinances for such services.

c. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

d. Owner(s) understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

5. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

6. **CITY DEVELOPMENT REGULATIONS.** Any development of the property beyond the current use shall comply with the standards and requirements set forth in the City's development regulations at the time development occurs including but not limited to provisions regarding zoning, siting, drainage, parkland dedication, street design and paving standards, and development manual policies. The Owners acknowledge that by entering into this Agreement, the Owners, successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits attached hereto as waiving the requirements of the City's adopted ordinances, regulations and policies.

7. **AUTHORITY.** City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

8. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

9. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal Owner-Initiated Annexation Service Agreement bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

10. **GOVERNING LAW AND VENUE.** The governing law will be the State of Texas. Venue shall be in the state courts located in Randall County, Texas or the United States District Court for the Northern District of Texas, Amarillo Division and construed in conformity with the provisions of Texas Local Government Code Chapter 13.

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11. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

12. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

13. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

14. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

15. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supercedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.



Matt Guevara, V.P. (Name and Title)
ATTEBURY ELEVATORS, LLC

Date: 5/13/2025



Larry Taylor

Date: 5/13/2025



Grayson Paff, City Manager
City of Amarillo, Texas

Date: 5/30/2025

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Exhibit A

2332945 – REVISED 2 – ANNEXATION DESCRIPTION

A 477.36+/- acre tract of land out of Sections 32, 33, 36 and 37, Block 9, B.S.&F. Survey, Randall County, Texas, being described by metes and bounds as follows:

BEGINNING at a point in the West Right-of-Way line of Coulter Street as monumented on the ground and the current City Limits of the City of Amarillo (Ordinance No. 7115), being the Southwest corner of Preston West Acres Unit No. 1, an addition to the City of Amarillo according to the map or plat thereof, recorded in Volume 1706, Page 198 of the Deed Records of Randall County, Texas, same being the most West Northwest corner of this tract of land;

THENCE S. 89° 29' 43" E. 975.00 feet to a 1/2 inch iron rod with cap (2507) found, of record, for the Southeast corner of said Preston West Acres Unit No. 1, same being an interior corner of this tract of land;

THENCE N. 00° 09' 26" W., at a distance of 178.70 feet: pass a 3/8 inch iron rod with cap (2507) found for the Northeast corner of said Preston West Acres Unit No. 1, same being a corner of the current City Limits of the City of Amarillo (Ordinance No. 6601), continuing along said current City Limits of the City of Amarillo for a total distance of 1282.33 feet to a point being a corner of this tract of land;

THENCE S. 89° 27' 04" E. along said current City Limits of the City of Amarillo (Ordinance No. 6601), at a distance of 866.96 feet pass a 1/2 inch iron rod found for the Southwest corner of Starplex Cinema 16 Unit No. 1, an addition to the City of Amarillo according to the map or plat thereof, of record in Volume 1780, Page 80, Deed Records of Randall County, Texas, continuing for a total distance of 927.81 feet to a 3/8 inch iron rod with cap (illegible) found for the Northwest corner of that certain 5.0 acre tract of land described in that certain instrument recorded under Clerk's File No. 20619429 of the Official Public Records of Randall County, Texas;

THENCE S. 10° 03' 22" W. 346.31 feet along the West line of said 5.0 acre tract of land to a 3/8 inch iron rod found for the Southwest corner of said 5.0 acre tract of land, same being an interior corner of this tract of land;

THENCE S. 89° 27' 04" E. 634.71 feet to a point in the Northwestern Right-of-Way line of Interstate Highway 27, as monumented on the ground, for a corner of this tract of land;

THENCE N. 10° 03' 26" E. 1074.32 feet along the Northwestern Right-of-Way line of said Interstate Highway 27, same being the current City Limits of the City of Amarillo to a point being a corner of the current City Limits of the City of Amarillo, same being the most North Northwest corner of this tract of land;

THENCE S. 89° 27' 18" E. along said current City Limits of the City of Amarillo (Ordinance Nos. 6260 & 5097), passing the Southeast Right-of-Way line of said Interstate Highway 27, same being the West line of that certain 1.891 acre tract of land being described in that certain instrument recorded in Volume 1638, Page 101 of the Deed Records of Randall County, Texas, continuing for a total distance of 2030.43 feet, to a point being a corner of the current City Limits of the City of Amarillo (Ordinance No. 5211), same being the most North Northeast corner of this tract of land;

THENCE S. 00° 13' 40" E. 1670.49 feet, along said current City Limits of the City of Amarillo (Ordinance No. 5211) to a point for a corner of this tract of land;

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THENCE S. 89° 32' 40" E. 660.05 feet, along said current City Limit of the City of Amarillo (Ordinance No. 5211) to a point in the common line of said Sections 32 and 3, for the most East Northeast corner of this tract of land;

THENCE S. 00° 13' 40" E. along said common line of sections 32 and 3, same being the current City Limits of the City of Amarillo, at 2894.54 feet pass a 3/4 inch aluminum cap stamped "FLURMAN LAND SURVEYORS SECTION CORNER FIRM NO. 10092400" found and accepted for the common corner of Sections 2, 3, 32 and 33 of said Block 9, continuing for a total distance of 2574.54 feet to a point for the most East Southeast corner of this tract of land being 50.00 feet South of the South line of said Section 32;

THENCE N. 89° 30' 16" W. 2352.07 feet along a line 50.00 feet South of and parallel to the South line of said Section 32 to a point in the Easterly Right-of-Way of said Interstate Highway 27 for a corner of this tract of land;

THENCE S. 30° 19' 54" W. 235.63 feet to a point for a corner of this tract of land;

THENCE N. 89° 30' 16" W. 739.05 feet along a Southerly boundary line of said Interstate Highway 27 to a point for a corner of this tract of land;

THENCE S. 50° 55' 53" W. 76.48 feet to a point in the Southeasterly Right-of-Way line of said Interstate Highway 27 for a corner of this tract of land;

THENCE N. 89° 30' 16" W. 304.00 feet to a point in the Northwesterly Right-of-Way line of said Interstate Highway No. 27 for a corner of this tract of land;

THENCE N. 35° 43' 16" W. 64.24 feet to a point for a corner of this tract of land;

THENCE N. 89° 30' 16" W. 654.67 feet along a Southerly boundary line of said Interstate Highway 27 to a point for a corner of this tract of land;

THENCE N. 25° 30' 16" W. 235.63 feet to a point 50.00 feet South of the South line of said Section 32 for a corner of this tract of land;

THENCE N. 89° 30' 16" W. 1077.17 feet along a line 50.00 feet South of and parallel to the South line of said Section 32, passing the common line between Sections 33 and 36, said Block 9, to a point for the Southwest corner of this tract of land;

THENCE N. 00° 09' 28" W. 80.01 feet passing the common line of Sections 36 and 37, said Block 9 to a point in the South line of the current City limits of the City of Amarillo (Ordinance No. 7115), for a corner of this tract of land;

THENCE S. 89° 29' 47" E. 99.68 feet along the current City Limits of the City of Amarillo (Ordinance No. 7115) passing the common line of said Sections 37 and 32 to a point being a corner of the current City Limits of the City of Amarillo (Ordinance No. 7115), for a corner of this tract of land;

THENCE N. 00° 09' 28" W. 20.32 feet along the current City Limits of the City of Amarillo to a point being the Southwest corner of that certain 2.000 acre tract of land being described in that certain instrument recorded under Clerk's File No. 2016000215 of the Official Public Records of Randall County, Texas, same being a corner of this tract of land;

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THENCE S. 89° 29' 47" E. 208.77 feet to a 1/2 inch iron rod with cap (2507) found, of record, for the Southeast corner of said 2.000 acre tract of land, same being an interior corner of this tract of land;


THENCE N. 00° 08' 40" W. 417.45 feet to a 1/2 inch iron rod with cap (2507) found, of record, for the Northeast corner of said 2.000 acre tract of land, same being an interior corner of this tract of land;

THENCE N. 89° 34' 54" W. 208.86 feet to a 1/2 inch iron rod with cap (GDI) found in the East Right-of-Way of Coulter Street, as monumented on the ground, same being the current City Limits of the City of Amarillo (Ordinance No. 7115) for the Northwest corner of said 2.000 acre tract of land, same being a corner of this tract of land;

THENCE N. 00° 09' 28" W. 2130.13 feet along the West Right-of-Way line of said Coulter Street, as monumented on the ground, same being the current City Limits of the City of Amarillo (Ordinance No. 7115), to the PLACE OF BEGINNING and containing 477.36 acres of land more or less.

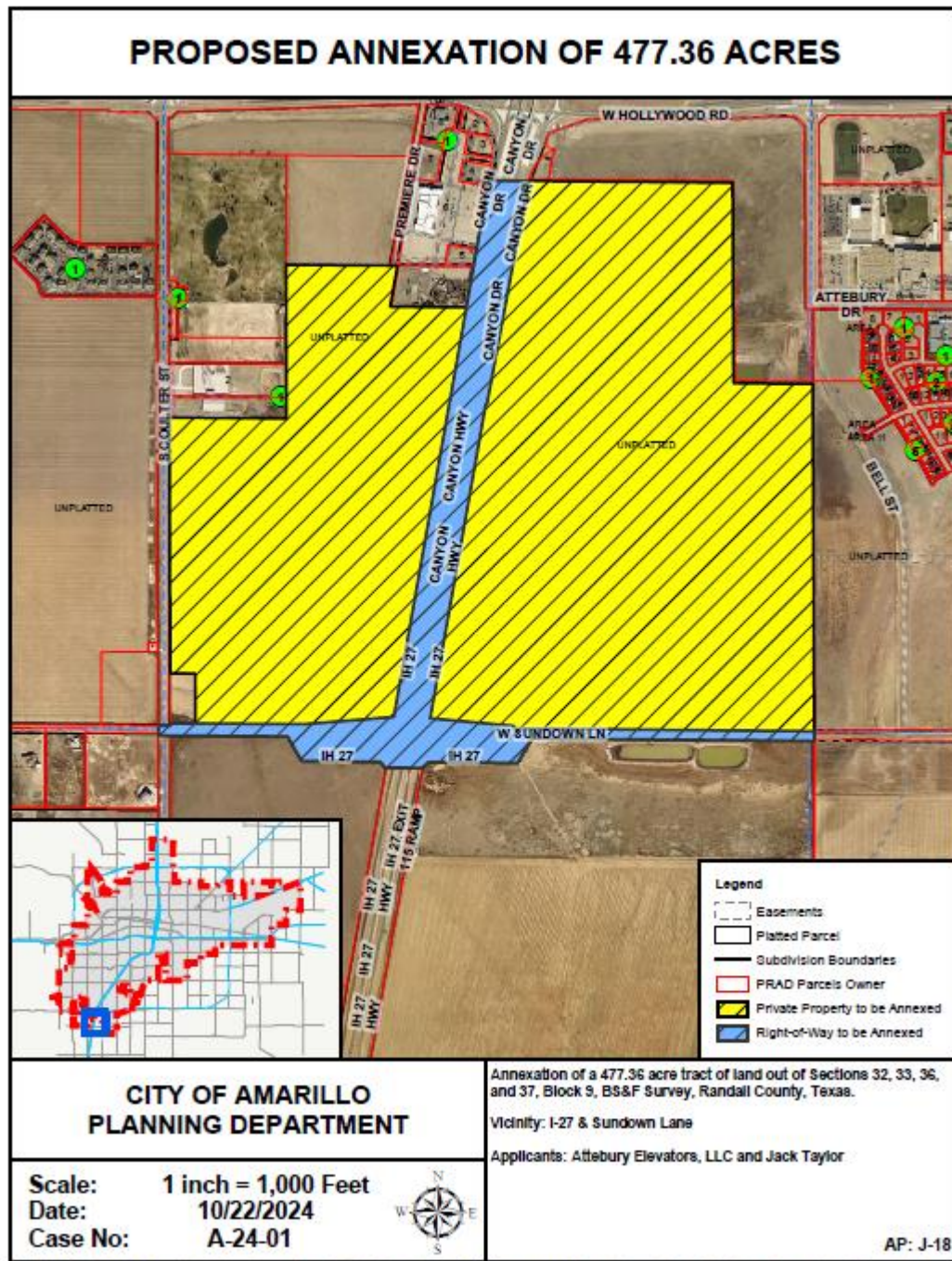
FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

 *Susan E. Allen*

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07/08/2025 09:42 PM
Fee: \$9.00
Susan E. Allen, County Clerk
Tarrant County, Texas
DPO

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RFP No. 1421 Request for Proposal for Mental Health and/or Healthcare Services for Amarillo College Students Lot No. 2 Mental Health Services Only	Demonstrated quality of mental health and/or healthcare services as it relates to this RFP and the scope of work:	Pricing:	Extent to which the mental health and/or healthcare services meet Amarillo College's needs as it relates to the scope of work and this RFP:	Vendor's proposed experience, qualifications, and history as it relates to this RFP:	References:	Total Possible Points:	Ranking:	
Final Points Compilation and Scoring Evaluation								
	60	75	75	60	30	300		Comments
BETTERMYNDS	48.00	75.00	44.00	59.00	29.00	255.00	4	
UWILL	53.00	59.25	66.00	60.00	29.00	267.25	3	
TIMELY CARE (Option 1 Mental Health)	59.00	40.50	65.00	59.00	29.00	252.50	5	
TELUS HEALTH	60.00	70.50	74.00	59.00	29.00	292.50	1	
WELLTRACK BY PROTOCOL	59.00	60.00	64.00	59.00	29.00	271.00	2	

Agenda for the Amarillo College Board of Regents Regular Meeting on September 23, 2025

IFB No. 1426 Best Value Invitation for Bid for Two Semi Concert Grand Pianos for the Music and Theatre Department at Amarillo Collge						
Compilation of Evaluation Points	Total Cost:	Qualifications and Experience of Vendor:	Vendor's availability, schedule, and proposed delivery timeline in reference to the Amarillo Colleges Campus Location:	Total Possible Points:	Ranking:	
	150	90	60	300		
Alamo Music Center	97.50	75.00	38.00	210.50	2	
The Clavier Group (Model A)	102.00	55.00	33.00	190.00	3	
The Clavier Group (Model B)	90.00	55.00	33.00	178.00	4	
Lubbock Piano Gallery	150.00	90	56	296.00	1	
Evaluation Committee Member (Printed):						
Evaluation Committee Member's Signature:						
Date:						