

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, DECEMBER 12, 2017 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) Update Hike & Bike Process regarding Harrison Street Bike Lane/ Reduced Speed Request;
 - (3) Discuss Blackridge, Legislative Consultants Visit;
 - (4) Discuss Agreement for First Responder's Fund;
 - (5) Recognition of the Amarillo Fire Department Maintaining Insurance Services Office (ISO) Class 2 Rating; and
 - (6) Consider future Agenda items and request reports from City Manager.
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REGULAR MEETING ITEMS

INVOCATION: Bryan Van Meter, Amarillo Fire Department Chaplain

PRESENTATION BY THE TEXAS ENVIRONMENTAL HEALTH ASSOCIATION (TEHA) OF AN AWARD TO THE CITY OF AMARILLO DEPARTMENT OF ENVIRONMENTAL HEALTH:

The TEHA recently awarded the Ruth Hendy Award for Excellence in Food Safety to the City of Amarillo Department of Environmental Health. TEHA recognizes the Department of Environmental Health for achieving a high degree of professionalism and commitment to the communities they serve. This is the first time that the department has received this prestigious award.

PUBLIC COMMENT: Citizens who desire to address the City Council with regard to matters on the agenda or having to do with the City's policies, programs, or services will be received at this time. The total time allotted for comments is 30-minutes with each speaker limited to three (3) minutes. City Council may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff. The City Council may choose to place the item on a future agenda.
(Texas Attorney General Opinion. JC-0169.)

1. **CONSENT AGENDA:**

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

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

A. **MINUTES:**

Approval of the City Council minutes of the regular meeting held on December 5, 2017.

B. **ORDINANCE NO. 7698:**
(Contact: Andrew Freeman, Economic Development Manager)
This is the second and final reading of an ordinance approving the Final Project and Financing Plan for East Gateway Tax Increment Reinvestment Zone No. 2 ("Zone"), approving the City of Amarillo's participation in the Zone, and amending Ordinance No. 7627 as to the Board composition, project approval procedures, and clarifying the correct 2016 base value.

C. **ORDINANCE NO. 7699:**
(Contact: Rod Tweet, Parks Director and Kevin Starbuck, Assist. City Manager)
This is the second and final reading of an ordinance amending Section 2-6-44, Article IV, Parks and Recreation Board, Chapter 2-6, Boards and Commission to expand the board from five (5) members to eleven (11) members.

D. **ORDINANCE NO. 7700:**
(Contact: Jared Miller, City Manager)
This is the second and final reading of an ordinance establishing a Beautification and Public Arts Advisory Board.

E. **CONSIDER APPROVAL OF PAPER GOODS ANNUAL SUPPLY AGREEMENT:**
(Contact: Trent Davis, Purchasing Agent)
This item is for the annual supply agreement to purchase paper goods for use by city departments.

Award to:

Mayfield Paper	\$ 164.00
Wagner Supply	\$ 760.80
Empire Paper	\$87,033.80
American Pride Paper	<u>\$31,488.36</u>
Total Award	\$119,446.96

F. **PRESENTATION AND CONSIDERATION OF AMARILLO AREA FOUNDATION FIELD OF INTEREST FUND AGREEMENT:**
(Contact: Jared Miller, City Manager)
This is a contract with the Amarillo Area Foundation creating "The First Responders Excellence and Innovation Fund." Distribution of the Fund income shall be made at least annually for support of excellence and innovation to the Amarillo Police Department, Amarillo Fire Department and other Amarillo emergency personnel. A committee consisting of two City Council members, City Manager, Chief of Police, Fire Chief and two citizens of Amarillo will make recommendations to the Amarillo Area Foundation for Fund distributions.

G. **CONSIDERATION: APPROVAL OF LEASE AGREEMENT BETWEEN THE UNITED STATES CUSTOMS AND BORDER PROTECTION AND THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT, CITY OF AMARILLO, TEXAS:**
(Contact: Michael W. Conner, Director of Aviation)
This lease agreement is for the rental of 1,096 square feet of space in the Airport Terminal. The current lease agreement is in a month-to-month status. This new document incorporates the new standard Federal Government lease form. The lease agreement under consideration is strictly for facilities and does not encompass operational decisions or commitments by the U.S. Customs and Border Protection Agency. The term of the agreement is 1 year, with 19 automatic renewals, for a total term of 20 years. The rate that the Federal Government is obligated to pay the City of Amarillo Rick Husband Amarillo International Airport is \$1.00 annually. This is standard for airport CBP facilities nationwide.

H. **CONSIDER PURCHASE OF REPLACEMENT VEHICLE FOR WASTE WATER COLLECTION DIVISION:**

(Contact: Glenn Lavender, Fleet Services Superintendent)

Awarded to: Freightliner of Austin -- \$354,131.00

Scheduled replacement of unit 6476, 2005 IHC Sewer Cleaning Truck used by the Waste Water Collection Division. This vehicle will be used for daily operational requirements to maintain sanitary sewer systems throughout the City. Vehicle has exceeded its useable life span and is in need of major repairs.

I. **AWARD - TELECOMMUNICATIONS SERVICE:**

(Contact: Rich Gagnon, IT Director)

AMA Techtel -- \$79,500.00

Under the terms of this agreement AMA Techtel will upgrade the network speed of the City's internet service and provide dynamic failover to prevent an internet outage at fiber connected facilities downtown. This contract is for a term of 36-months.

J. **CONSIDER APPROVAL OF A RADIO TOWER SITE LAND LEASE AGREEMENT WITH SOUTH PLAINS COMMUNICATIONS:**

(Contact: Kevin Starbuck, Assistant City Manager)

The Land Lease Agreement between the City of Amarillo and South Plains Communications is for the placement of a radio communications tower on a parcel of City property approximately 650 feet by 650 feet (10 acres) located at 16700 Bezner Road (southeast corner of the City of Amarillo Shooting Complex).

REGULAR AGENDA

2. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7701:**

(Contact: AJ Fawver, Planning and Zoning Director)

This is a public hearing and first reading of an ordinance rezoning of Tract 10, Block 1, Eberstadt & Brock Unit No. 1, in Section 185, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from General Retail (GR) to Light Commercial (LC). (Vicinity: Southwest 45th Avenue and Katharina Court.)

3. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7702:**

(Contact: AJ Fawver, Planning and Zoning Director)

This is a public hearing and first reading of an ordinance rezoning of 1.536 acre of a tract of land situated in Section 10, Block 9, BS&F Survey, Abstract No. 136, City of Amarillo, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 55 with amendments B, C, G and Y (PD-55BCGY) and PD-55TY to General Retail (GR). (Vicinity: West Amarillo Boulevard and Plum Creek Drive.)

4. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7703:**

(Contact: Shaun May, Environment Health Director)

This is the first reading of an ordinance to update and amend Amarillo City Ordinance Chapter 8-5 – Public Health. The updates and amendments are designed to 1) eliminate conflicts and redundancies by fully adopting the Texas Food Establishment Rules (TFER); 2) Reduce the regulatory burden; 3) update the permitting and inspection process for Mobile Food Units; 4) update Food Establishment closure policy and enforcement remedies; 5) improve transparency and communication with the public regarding Food Establishment inspection reporting.

5. **RESOLUTION:**

(Contact: Trent Davis – Purchasing Agent)

This item considers the approval of a Resolution with Region VIII Education Service Center Pittsburg, Texas. The resolution will create a cooperative purchasing agreement with Region VIII.

6. **LEASE – LANDFILL SCRAPER:**

(Contact: Raymond Lee, Public Works Director)

Awarded using Buy Board Contract #515-16 to: Warren Cat /Caterpillar Financial
Lease \$11,723.75 per month

Total Award based on 60 month lease \$703,425.00

This item is the scheduled replacement of Unit 7327, a 2011 Cat Landfill Scraper. The equipment has reached or exceeded usable life approved in the 2017-2018 replacement budget. Funding for this award is available in the approved FY 2017-2018 Fleet Services Equipment Fund. There will also be an addendum option to purchase the equipment.

7. **APPOINTMENTS – BOARDS AND COMMISSIONS:**

An appointments is needed for the following board:

Community Development Advisory Committee (one appointment)

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 7th Avenue) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 8th day of December 2017.

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

www.amarillo.gov/granicus

Archived meetings are also available.

AK4)

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 12, 2017	Council Priority	Public Safety
Department	City Manager		
Contact	Jared Miller, City Manager		

Agenda Caption

PRESENTATION AND CONSIDERATION OF AMARILLO AREA FOUNDATION FIELD OF INTEREST FUND AGREEMENT

(Contact: Jared Miller, City Manager)

This is a contract with the Amarillo Area Foundation creating “The First Responders Excellence and Innovation Fund.”

Agenda Item Summary

This is a contract with the Amarillo Area Foundation creating “The First Responders Excellence and Innovation Fund.” Distribution of the Fund income shall be made at least annually for support of excellence and innovation to the Amarillo Police Department, Amarillo Fire Department and other Amarillo emergency personnel. A committee consisting of two City Council members, City Manager, Chief of Police, Fire Chief and two citizens of Amarillo will make recommendations to the Amarillo Area Foundation for Fund distributions.

Requested Action

City Council review and approve the attached Amarillo Area Foundation Field of Interest Fund Agreement.

Funding Summary

There are no City funds associated with this agreement. All money and property transferred to the Fund shall be an irrevocable gift to the Amarillo Area Foundation.

Community Engagement Summary

The December 12, 2017 Council meeting is the first City Council discussion.

Staff Recommendation

City staff is recommending approval of the Agreement.

STATE OF TEXAS)
POTTER COUNTY)
CITY OF AMARILLO)

AMARILLO AREA FOUNDATION
FIELD OF INTEREST FUND AGREEMENT“THE FIRST RESPONDERS
EXCELLENCE AND INNOVATION FUND”

WHEREAS, every day, police officers, firefighters and emergency personnel put their lives on the line to protect the Amarillo community; and

WHEREAS, our first responders are “First In, Last Out,” and dedicate themselves to serving the community; and

WHEREAS, the City of Amarillo and the Amarillo Area Foundation, Inc. consider it part of their central missions to provide support to First Responders; and

WHEREAS, there is a continuing need to provide the first responders with the best available equipment, ideas and programs to equip and protect them in the performance of their duties on hour behalf; and

WHEREAS, there is a need to establish THE FIRST RESOPNDERS EXCELLENCE AND INNOVATION FUND to provide a means for the citizens and businesses in the Amarillo area to provide donations that will directly enrich and enhance the working environment, upgraded equipment, and personal safety of all of our first responders;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

This Agreement is made and entered into this ____ day of December, 2017, by and between the CITY OF AMARILLO, TEXAS Cityand the AMARILLO AREA FOUNDATION, INC. (the “Foundation”), a nonprofit, tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) for the purpose of establishing a field of interest fund (the “Fund”) within the Foundation. The Fund shall be subject to the following terms and conditions:

1. The Fund shall be named **The First Responders Excellence and Innovation Fund** and will be so identified by the Foundation in all relevant literature, reports, promotional material and other public documents. All money and property transferred to the Fund shall be an irrevocable gift to the Foundation.

2. A separate Fund account shall be established on the books of the Foundation to be used for accounting control of all Fund assets. As contributions of cash and other assets are received by the Foundation from time to time with designation by the City thereof that they be added to and made a part of this Fund, such designation will be honored by the Foundation, and all such amounts, as Fund assets, shall be subject to all of the terms and conditions hereof.

3. Distributions of Fund income shall be made at least annually for support of excellence and innovation to the Amarillo Police Department, Amarillo Fire Department, and other Amarillo emergency personnel. A committee formed annually consisting of two City Council members; City Manager; Chief of Police; Fire Chief and two citizens of Amarillo at large will make the recommendations to the Amarillo Area Foundation for distribution. Any gifts to this fund that have specific designation (such as SWAT operations, or Hazardous Materials training) will be distributed by this committee to be used solely as so designated. The foundation will provide a complete list of designated gifts to the committee. All such distributions shall be for charitable uses and purposes consistent with the exempt purposes of the Foundation as specified in its Articles of Incorporation and Bylaws.

4. The amount of income available for distribution shall be determined in accordance with the spending policy for permanent funds adopted by the Board of Directors of the Foundation, as may be amended from time to time.

5. Distributions in excess of the annual income distribution amount may be made in any year as determined by the Board of Directors of the Foundation. The City may request, at any time, the disbursement of additional amounts from the Fund balance, provided that such request shall not be binding on the Foundation and may be accepted or rejected, in whole or in part, in the sole discretion of the Foundation.

6. All assets of the Fund shall be held and administered by the Foundation, acting by and through its duly authorized Board of Directors and officers. Assets of the Fund may be kept separate from other Foundation assets, or alternatively, may be commingled with other Foundation assets, but the Foundation shall at all times keep accurate records showing the portion thereof included within this Fund, both as to principal and income.

7. The assets of the Fund may be invested in the discretion of the Foundation and in accordance with its Articles of Incorporation, Bylaws and general investment policies. The market value of the Fund is not guaranteed by the Foundation and may fluctuate depending upon investment results. The Fund shall be charged with the costs of record-keeping and management attributable to it.

8. It is intended that the Fund be a component fund of the Foundation as defined in Section 1.170A-9(f)(11) of the Income Tax Regulations. As such, it will be subject to the governing instruments (i.e., the Articles of Incorporation and Bylaws) of the Foundation, as such instruments may be amended from time to time, and Fund assets will be treated in the

Foundation's periodic financial reports as funds of the Foundation. This agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the Code and any regulations applicable to the intended tax status of the Foundation as an organization described in Section 501(c)(3) of the Code and which is not a private foundation within the meaning of Section 509(a) of the Code.

9. As required in Section 1.170A-9(f)(11)(v)(B) of the Income Tax Regulations, this Agreement is subject to the Foundation's authority to vary the terms of the gift. Notwithstanding anything else in this Fund agreement to the contrary, if any of the restrictions or conditions on the distribution of funds hereunder – in the sole judgment of the Board of Directors of the Foundation – become unnecessary, incapable of fulfillment, or not consistent with charitable needs in the geographic area served by the Foundation, then the Foundation may modify any such restriction or condition.

EXECUTED this ____ day of _____, 2017.

CITY OF AMARILLO:

By: _____
Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

AMARILLO AREA FOUNDATION

By: _____
Clay Stribling, President and CEO

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 12, 2017	Council Priority	Civic Pride
Department	Environmental Health		
Contact	Shaun May (Director of Environmental Health), Jodie Halter (TEHA Executive Director), and Dana Hartman (President of the Panhandle West Texas Chapter of TEHA)		

Agenda Caption

PRESENTATION BY THE TEXAS ENVIRONMENTAL HEALTH ASSOCIATION (TEHA) OF AN AWARD TO THE CITY OF AMARILLO DEPARTMENT OF ENVIRONMENTAL HEALTH

Agenda Item Summary

The TEHA recently awarded the Ruth Hendy Award for Excellence in Food Safety to the City of Amarillo Department of Environmental Health. TEHA recognizes the Department of Environmental Health for achieving a high degree of professionalism and commitment to the communities they serve. This is the first time that the department has received this prestigious award.

Requested Action

Recognition of the Department of Environmental Health staff for an award from the TEHA. TEHA Executive Director, Mrs. Jodie Halter and President of the Panhandle West Texas Chapter, Mrs. Dana Hartman will give a short presentation to City Council and present the award to Department of Environmental Health staff.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

N/A



STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 5th day of December 2017, the Amarillo City Council met at 3:00 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON	MAYOR
ELAINE HAYS	COUNCILMEMBER NO. 1
FREDA POWELL	COUNCILMEMBER NO. 2
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

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

JARED H. MILLER	CITY MANAGER
MICHELLE BONNER	DEPUTY CITY MANAGER
MICK MCKAMIE	CITY ATTORNEY
ANDREW FREEMAN	ECONOMIC DEVELOPMENT MGR.
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Gabe Irving. Pledge of Allegiance was given by Cub Scouts Pack No. 3.

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

PUBLIC COMMENT:

Walter Wolfram, Jr., 9908 Will Avenue, spoke on the pending water main on the east side of Ellen Hope Road. He presented photographs and stated he had spoken to the City Engineers who have been reluctant to put the water main on the west side. There were no further comments.

ITEM 1: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approval the consent agenda, seconded by Councilmember Sauer.

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

- A. **MINUTES:**
Approval of the City Council minutes of the regular meeting held on November 28, 2017.
- B. **ORDINANCE NO. 7690:**
(Contact: Andrew Freeman, Economic Development Manager)
This is second and final reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 9 for commercial and industrial tax abatement.
- C. **ORDINANCE NO. 7691 – AMENDING CHAPTER 2-6, BOARDS AND COMMISSIONS:**
(Contact: Mick McKamie, City Attorney)
This is the second and final reading of an ordinance amending Chapter 2-6 of the Amarillo Municipal Code, Section 2-6-6 for the purpose of aligning appointments to all city boards and commissions whose membership is appointed by the City Council, Mayor or City Manager to be made in November each year and term commencing in January and upon the qualification of the member.

- D. **CONSIDERATION -- RECENTLY COMPLETED COMMERCIAL AVIATION MINIMUM STANDARDS:**
(Contact: Michael W. Conner, Director of Aviation)
In concert with RS&H and Aviation Management Consulting Group (AMCG), the Rick Husband Amarillo International Airport has drafted an updated set of Commercial Aviation Minimum Standards for adoption. These standards would replace the 1993 standards currently in place. The proposed standards account for existing industry trends and comply with current regulatory standards established by the Federal Aviation Administration (FAA).
- E. **APPROVAL – INTERLOCAL AGREEMENT BETWEEN AMARILLO POLICE DEPARTMENT AND CANYON INDEPENDENT SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS:**
(Contact: Col. Ken Funtek, Amarillo Police Department)
This item approves an interlocal agreement for the Amarillo Police Department to supply two (2) police officers during the school year assigned by mutual agreement. The purpose of the Agreement is to ensure the safety and welfare of CISD of students and personnel. This agreement is a one-year agreement which automatically renews for additional one-year periods through July 31, 2027.
- F. **CONSIDER – GRANTING OF A DRAINAGE EASEMENT ADJACENT TO QUAIL CREEK UNIT #1 ON CITY PROPERTY:**
(Contact: Floyd Hartman, CP&D Engineering)
Consider granting of a Drainage Easement on City of Amarillo Property to the West of Lot 6, Block 1, Quail Creek Addition Unit #1. This is a drainage easement across City property that lies southwest of the development. Currently the drainage from the existing lot sheet drains across the City property due to the natural topography. The development of the lot requires drainage improvement be installed. In order to install the improvements an easement is required to insure maintenance of the City property by the developed lot owners.
- G. **CONSIDER – TUBERCULOSIS FEDERAL GRANT:**
(Contact: Casie Stoughton, Director of Public Health)
Grant Amount: \$53,123
Grantor: Texas Department of State Health Services
This item accepts the award from the Texas Department of State Health Services from January 1, 2018 thru December 31, 2018 to continue funding to prevent and control the transmission of active and latent tuberculosis.
- H. **TELECOMMUNICATIONS SERVICE:**
(Contact: Rich Gagnon, IT Director)
Suddenlink -- \$190,965.15
Under the terms of this agreement Suddenlink will provide fiber, broadband, TV and phone service across seven locations for a term of 36-months.
- I. **APPROVAL – AVIATION CLEAR ZONE EASEMENTS:**
(Contact: AJ Fawver, Planning and Zoning Director)
Aviation Clear Zone Easement, being 4,850 feet above mean sea level above the plat of Tradewind Square Unit No. 3, an addition to the City of Amarillo, being an unplatted tract of land in Section 173, Block 2, AB&M Survey, Randall County, Texas.
- J. **CONSIDER AWARD – CHANGE ORDER NO. 3 IN THE AMOUNT OF \$74,696.23 FOR THE LANDFILL GAS COLLECTION AND CONTROL SYSTEM – PHASE I:**
(Contact: Alan Harder, P.E.)
Original Contract: \$3,993,577.00
Previous Change Orders: \$19,293.54
Current Change Order: \$74,696.23
Revised Contract Total: \$4,087,566.77
This item is to consider approval of Change Order No. 3 which provides the placement of fill soil along the landfill access road with a drainage

culvert for stormwater runoff, construction of an enclosure for the blower/flare station air compressor, adjustments to gas wells and horizontal risers, repair of gas wells damaged by landfill operations, excavation of rock, electrical conduit, reimbursement for Contractor time to reroute collection piping, repair of the landfill base liner, and adds ten weather days to the contract time.

REGULAR AGENDA

ITEM 2: Mayor Nelson presented the first reading of an ordinance approving the Final Project and Financing Plan for East Gateway Tax Increment Reinvestment Zone No. 2 ("Zone), approving the City of Amarillo's participation in the Zone, and amending Ordinance No. 7627 as to the Board composition, project approval procedures, and clarifying the correct 2016 base value. This item was presented by Andrew Freeman, Economic Development Manager. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7698

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING FINAL PROJECT AND FINANCE PLAN FOR TAX INCREMENT REINVESTMENT ZONE NO. 2 CITY OF AMARILLO, TEXAS; APPROVING CITY PARTICIPATION IN SUCH ZONE; AMENDING ORDINANCE NO. 7627 AS TO THE BOARD COMPOSITION AND PROJECT APPROVAL PROCEDURES FOR SAID ZONE; PROVIDING RATIFICATION, SEVERABILITY, AND REPEALER; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

ITEM 3: Mayor Nelson presented the first reading of an ordinance approving amending Section 2-6-44, Article IV, Parks and Recreation Board, Chapter 2-6, Boards and Commission to expand the board from five (5) members to eleven (11) members. This item was presented by Kevin Starbuck, Assistant City Manager and Rod Tweet, Parks Director. Mr. McKamie asked for direction from Council as to how many members Council would like to consider. Rod Tweet, Parks & Rec Director, stated there was no statistical data but he wanted the best outcome in receiving a quorum. Councilmember Sauer stated he would like a lower number. Mayor Nelson stated she believed it to be a great opportunity for more public engagement. Councilmember Powell stated this board had enormous interest expressed. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7699

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, AMENDING SECTION 2-6-44, ARTICLE IV, PARKS AND RECREATION BOARD, CHAPTER 2-6, BOARDS AND COMMISSIONS, OF THE AMARILLO MUNICIPAL CODE TO EXPAND THE BOARD FROM FIVE (5) MEMBERS TO ELEVEN (11) MEMBERS; INCLUDING TRANSITIONAL AND PROCEDURAL PROVISIONS; INCLUDING A REPEALER; AND DECLARING AN EFFECTIVE DATE.

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

ITEM 4: Mayor Nelson presented the first reading of an ordinance establishing a Beautification and Public Arts Advisory Board. This item was presented by Jared Miller, City Manager. Councilmember Hays asked if there would be any fundraising involved with this board or a financing mechanism. Mayor Nelson replied this ordinance was a starting point. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that the following captioned ordinance be passed:

ORDINANCE NO. 7700

AN ORDINANCE OF THE AMARILLO CITY COUNCIL ESTABLISHING A BEAUTIFICATION AND PUBLIC ARTS ADVISORY BOARD; DEFINING ITS PURPOSE, ESTABLISHING GUIDELINES FOR APPOINTMENTS TO THE BOARD; PROVIDING FOR THE BOARD'S DUTIES AND

RESPONSIBILITIES; PROVIDING SEVERABILITY CLAUSE;
PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

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

ITEM 5: Mayor Nelson presented a resolution to consider and possible action approving the vacation of a blanket sewer easement occupying Lots 7A and 7B, Henry Reed's Subdivision Unit No. 10, and the remainder of Tract 7, Henry Reed's Subdivision Unit No. 1, and established by document Volume 450 Page 277 and Volume 450 Page 278 filed with the County of Potter, Texas. This vacation was reviewed and recommended for approval by a 6:0 vote from the Planning and Zoning Commission. (Vicinity: West Cliffside Drive and Highway 287.) This item was presented by AJ Fawver, Planning and Zoning Director. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned resolution be passed:

RESOLUTION NO. 12-05-17-1
A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS
VACATING A SANITARY SEWER EASEMENT.

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

ITEM 6: Mayor Nelson presented a resolution to consider extending the Environmental Task Force Committee which was established by Resolution No. 06-20-17-2. It was charged with researching and evaluating recycling operations for the community and to identify a potential list of other environmental concerns that may be similarly researched and evaluated and brought to the City's attention. The Environmental Task Force is scheduled to sunset January 11, 2018, the committee is requesting extension of time to further accomplish the intended resolution goals. This item was presented by Jared Miller, City Manager. Motion was made by Councilmember Hays, seconded by Councilmember Sauer, that the following captioned resolution be passed:

RESOLUTION NO. 12-05-17-2
A RESOLUTION OF THE AMARILLO CITY COUNCIL RE-AUTHORIZING
AND APPOINTING AN ENVIRONMENTAL TASK FORCE; DEFINING ITS
PURPOSE, ESTABLISHING GUIDELINES FOR APPOINTMENTS TO
THE TASK FORCE; PROVIDING FOR THE TASK FORCE'S DUTIES
AND RESPONSIBILITIES; PROVIDING A SUNSET DATE; PROVIDING
SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND
EFFECTIVE DATE.

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

ITEM 7: Mayor Nelson stated this item was a contract between the City of Amarillo together with the Amarillo Convention and Visitors Council (hereafter collectively, "City") agree to reimburse the WRCA for (i) the cost to acquire facilities for the Event; (ii) the cost of conducting the Event; and/or (ii) the cost of preparations necessary or desirable for the conduct of the Event. This item was presented by Michelle Bonner, Deputy City Manager. Motion was made by Councilmember Powell to approve this reimbursement, seconded by Councilmember Smith.

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

ITEM 8: Mayor Nelson stated there were several appointments needed for boards and commissions. Mr. Miller explained the reasons the board appointments were consolidated and why all board appointments were made at once.

Motion was made by Councilmember Powell to reappoint Glenda Grisham, Sabrina Siseneros, Mary Jane Nelson as Chair, and Manny De Los Santos to the Community Development Advisory Committee, seconded by Councilmember Hays.

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

Motion was made by Councilmember Powell to appoint Mary Jane Nelson as Chair, Ludell Hill to the NE quadrant and Rudy Preciado to the SE quadrant, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Powell to table the last Target position until next week until after they have had time to review the applications of Marquisia Nelson, Bethany Monroe and Tom Hightower, seconded by Councilmember Hays.

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

Motion was made by Councilmember Smith to reappoint George DeCoux and Terry Price to the Parks and Recreation Board, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Smith to appoint the six new members to the Parks and Recreation Board, Brian Jennings, Muhammad Subhani, Luke Austin, Matthew Sanders, George Veloz, and Gerald Malkuch, seconded by Councilmember Sauer.

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

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 12, 2017	Council Priority	Economic Development
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Department	Office of Economic Development	Contact Person	Andrew Freeman, Economic Development Manager
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Agenda Caption

ORDINANCE NO.7698:

This is the second and final reading of an ordinance approving the Final Project and Financing Plan for East Gateway Tax Increment Reinvestment Zone No. 2 ("Zone"), approving the City of Amarillo's participation in the Zone, and amending Ordinance No. 7627 as to the Board composition, project approval procedures, and clarifying the correct 2016 base value.

Agenda Item Summary

The recommended change to the Board of Directors for the Zone would increase the Board from nine (9) to ten (10) members with three of the members being appointed by the Potter County Commissioners Court, three being appointed by Amarillo City Council, and each other participating jurisdiction appointing one member each. The recommended change to the project approval procedures would allow the Potter County Commissioners Court the opportunity to review proposed Zone projects prior to final consideration by the Amarillo City Council. These two amendments will mirror the board makeup and process found in Center City TIRZ #1.

The base value for 2016 in the preliminary plan documents of \$43,560,700 as of January 1, 2016 was incorrect and will be updated in this ordinance to the correct amount of \$39,981,487 in taxable value based on information from Potter Randall Appraisal District.

Other than updating the base value and accompanying spreadsheets and cleaning up the documents, there have been no changes to the goals or objectives of the Zone since the preliminary plan was approved on November 8, 2016.

This ordinance calls for City participation at one hundred percent (100%) of the tax increment and is recommended by the East Gateway Tax Increment Reinvestment Zone #2 Board of Directors.

Requested Action

Approval of Ordinance on First Reading

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

ORDINANCE NO. 7698

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING FINAL PROJECT AND FINANCE PLAN FOR TAX INCREMENT REINVESTMENT ZONE NO. 2 CITY OF AMARILLO, TEXAS; APPROVING CITY PARTICIPATION IN SUCH ZONE; AMENDING ORDINANCE NO. 7627 AS TO THE BOARD COMPOSITION AND PROJECT APPROVAL PROCEDURES FOR SAID ZONE; PROVIDING RATIFICATION, SEVERABILITY, AND REPEALER; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Amarillo City Council (the “City Council”) desires to continue promoting the process of development or redevelopment of a certain contiguous geographic area in the City of Amarillo (the “City”), which is more specifically described in Ordinance No. 7627, enacted on November 8, 2016, which created Tax Increment Reinvestment Zone #2 (the “Zone”) in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to Texas Tax Code, Section 311.011, the board of directors for the Zone has prepared and adopted a Final Project and Financing Plan (the “Plan”), which is attached to this ordinance as Exhibit A, and now submits same for approval by the governing body of the municipality which created the zone; and,

WHEREAS the City Council finds that the Plan: (i) is as consistent as possible with the preliminary plan developed for the Zone before the creation of the Board; (ii) is feasible; and, (iii) conforms to the master plan of the municipality; and,

WHEREAS, the City Council desires to modify both the board composition and project approval procedure established in Ordinance No. 7627, in order to better assure full community participation in decisions regarding development and redevelopment within the Zone;

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

SECTION 1. That the Final Project and Finance Plan attached as Exhibit A be and hereby is approved and adopted for Tax Increment Reinvestment Zone #2, City of Amarillo, Texas.

SECTION 2. That the City hereby agrees to participate in the Zone by depositing each year during the term of the Zone to the credit of the TIF Fund, beginning with the 2017 tax year an amount equal to 100% of the Tax Increment produced from the annual ad valorem tax rate levied by the participating entity on the Captured Appraised Value times Collection Rate, upon the same terms and conditions stated in the Participation Agreements with other participating entities, which are hereby incorporated by reference.

SECTION 3. That Ordinance No. 7627, Section 3, is hereby amended in part, to read as follows:

Section 3. Board of Directors

A board of directors for the Zone (“**Board**”) is hereby created. The Board shall consist of ~~nine (9)~~ ten members who shall serve for terms of two years each. The Board shall be appointed as follows:

3.1 Of these ~~nine (9)~~ ten members, Potter County shall appoint three and each taxing unit other than the City that levies taxes on real property in the Zone may, but is not required to, appoint one member to the Board. Within 60 days of the passage of this

Ordinance, each taxing unit other than the City may designate to the City either the name of the member that the taxing unit wishes to appoint or the fact that the taxing unit wishes to waive its right to appoint a member. The City Council shall appoint whatever number of members is necessary to fill the remaining positions on the Board. All members appointed to the Board shall meet the eligibility requirements set forth in Section 311.009 of the Texas Tax Code. Such members may be members of the City Council.

* * *

3.4 Notwithstanding anything to the contrary herein, the Board shall forward each recommended project to the next regularly scheduled meeting of the Potter County Commissioner's Court for review, at the same time such recommendation is forwarded to the Amarillo City Council for review and approval. The City Council shall not act on the recommendation until after the date of the next regularly scheduled meeting of the Potter County Commissioners. The City Council will consider any timely comments delivered by Potter County concerning the recommendation.

SECTION 4. That Ordinance No. 7627, Section 5, is hereby amended in part, to read as follows:

Section 5. Determination of Tax Increment Base

The Tax Increment Base for the Zone is \$43,560,70039,981,487 as of January 1, 2016, which is the total appraised value of all taxable real property located in the reinvestment zone in the year of the Zone's designation.

SECTION 5. All other terms and provisions of Ordinance No. 7627 not specifically amended in Section 2 hereinabove are hereby ratified and same shall remain in full force and effect as adopted on November 8, 2016.

SECTION 6. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 7. All ordinances, parts of ordinances, resolutions, and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 8. This ordinance shall be published and become effective according to law. INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 5th day of December, 2017; and PASSED on Second and Final Reading the 12th day of December, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



East Gateway Tax Increment Reinvestment Zone Final Project and Financing Plan Amarillo, Texas

September 2017

Overview of the TIRZ and Project Objectives

The Interstate 40/Loop 335 intersection will one day represent a major gateway into the City of Amarillo. The area is currently blessed with major attractions and economic generators including the world-famous Big Texan Steakhouse and several truck service facilities. The area also however, is the site of numerous vacant tracts of land, closed businesses, blighted conditions, poor drainage, and undersized infrastructure. With the assistance of strategic public investments the area is poised for substantial private investment and economic growth. Opportunities include the relocation and expansion of the Big Texan Steakhouse, development of a full-service hotel and related recreation facilities, redevelopment of truck service facilities, redevelopment of a recreation vehicle park and introduction of a public competitive indoor athletic facility.

The East Gateway TIRZ as envisioned celebrates Amarillo’s heritage as a place where travelers are introduced to the hospitality and opportunities of the Panhandle, where they are able to rest from their journey, enjoy a meal unlike any they have ever experienced and participate in unique recreation and entertainment opportunities. Through these activities and the economic growth associated with them, area residents will realize increased tax revenues, an attractive eastern gateway into Potter County and the City of Amarillo and new economic, recreation, and entertainment opportunities.

The objectives of the East Gateway TIRZ include:

Redevelopment of key economic generators –

Opportunities exist within the TIRZ to redevelop; the Big Texan Steakhouse, underperforming fueling stations into contemporary auto and truck service facilities, and an underperforming RV park into a modern high-quality RV park.

Introduction of new economic opportunities –

Opportunities exist within the TIRZ to introduce new retail outlets, hotels, and restaurants where currently either vacant land or underperforming or closed businesses exist.

Introduction of new entertainment and recreation opportunities –

Opportunities exist within the TIRZ to introduce new public athletic facilities to accommodate competitive tournament play, new aquatic facilities, and new entertainment facilities geared toward family entertainment.

Address Infrastructure Challenges –

Opportunities exist with the TIRZ to address several long-standing infrastructure challenges including reconstruction of the I40/Loop 335 intersection to enhance capacity, drainage of and through the area, wastewater collection capacity, increased water service, and completion of a collector and arterial street network.

Key Performance Measures for the TIRZ include:

Restaurant, Retail and Entertainment

It is projected that within the timeframe of the TIRZ there will be several new hotels, a number of new retail outlets, and new entertainment venues representing a projected \$100 Million in new construction value

Timing/Phasing:

It is projected development will occur as infrastructure (both public and private) is developed. The first phases of development will likely be those readily served by existing infrastructure or infrastructure that is readily expanded or constructed. These first phases are likely to include the construction of hotels fronting on the I40 access roads, the Big Texan Steakhouse relocation, and the relocation and redevelopment of the existing RV park. This first phase of development is likely to be followed by the construction of additional hotels (including a planned full-service hotel), retail outlets, entertainment venues, auto and truck fueling facilities, etc. This phase of development is dependent upon the completion of extensive public and private infrastructure and the development of the public recreation facility.

The public recreation facility is anticipated to be constructed between the first phase of development and the second phase as described earlier. The facility will not be constructed until the cash flow from the tax increment is sufficient to support debt service needed to construct the facility. The facility is critical to the success of the area by both meeting a local demand for additional recreation opportunities but also hosting regional tournaments thereby creating additional demand in the area for lodging, dining, and entertainment.

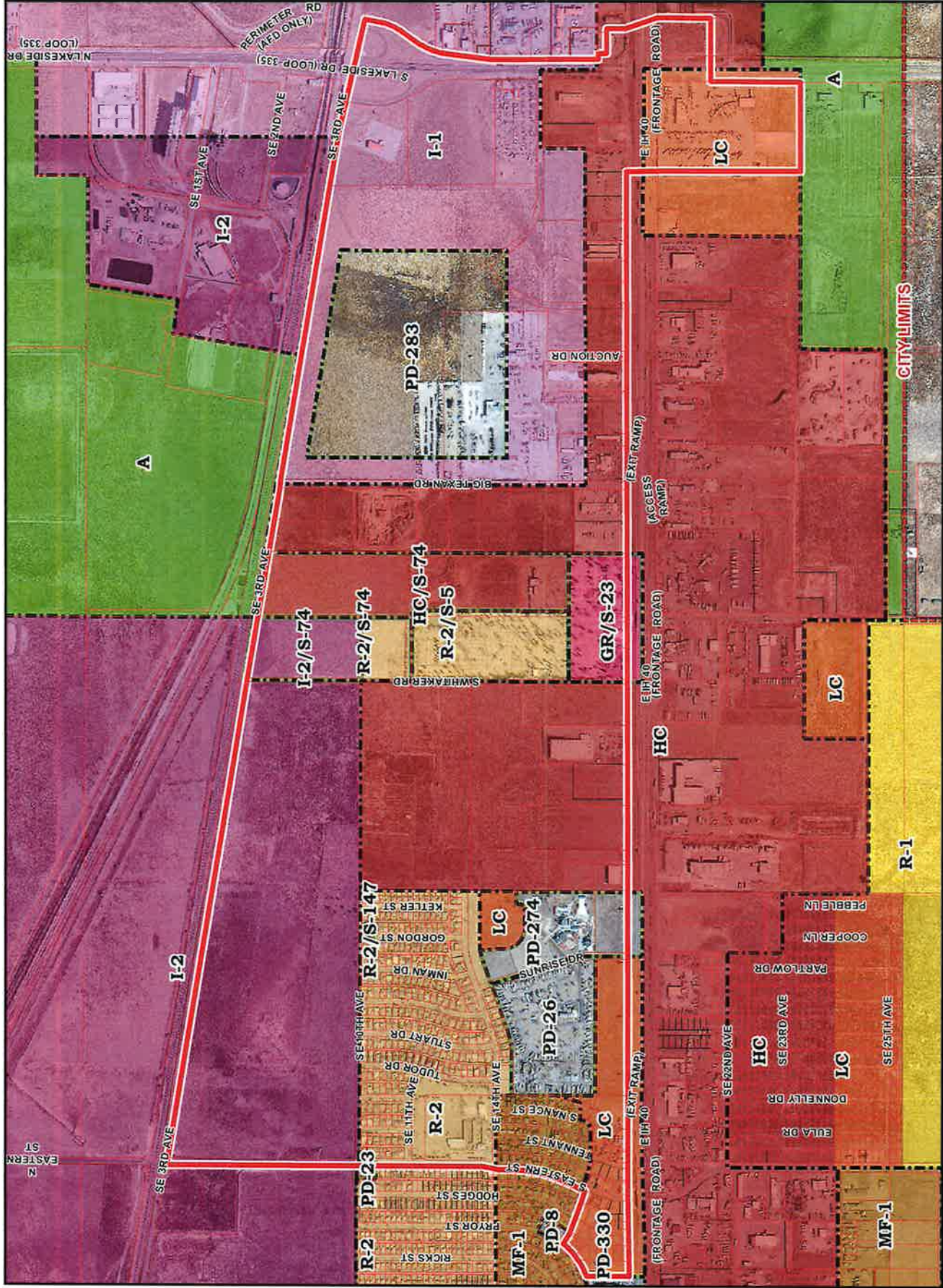
Implementation

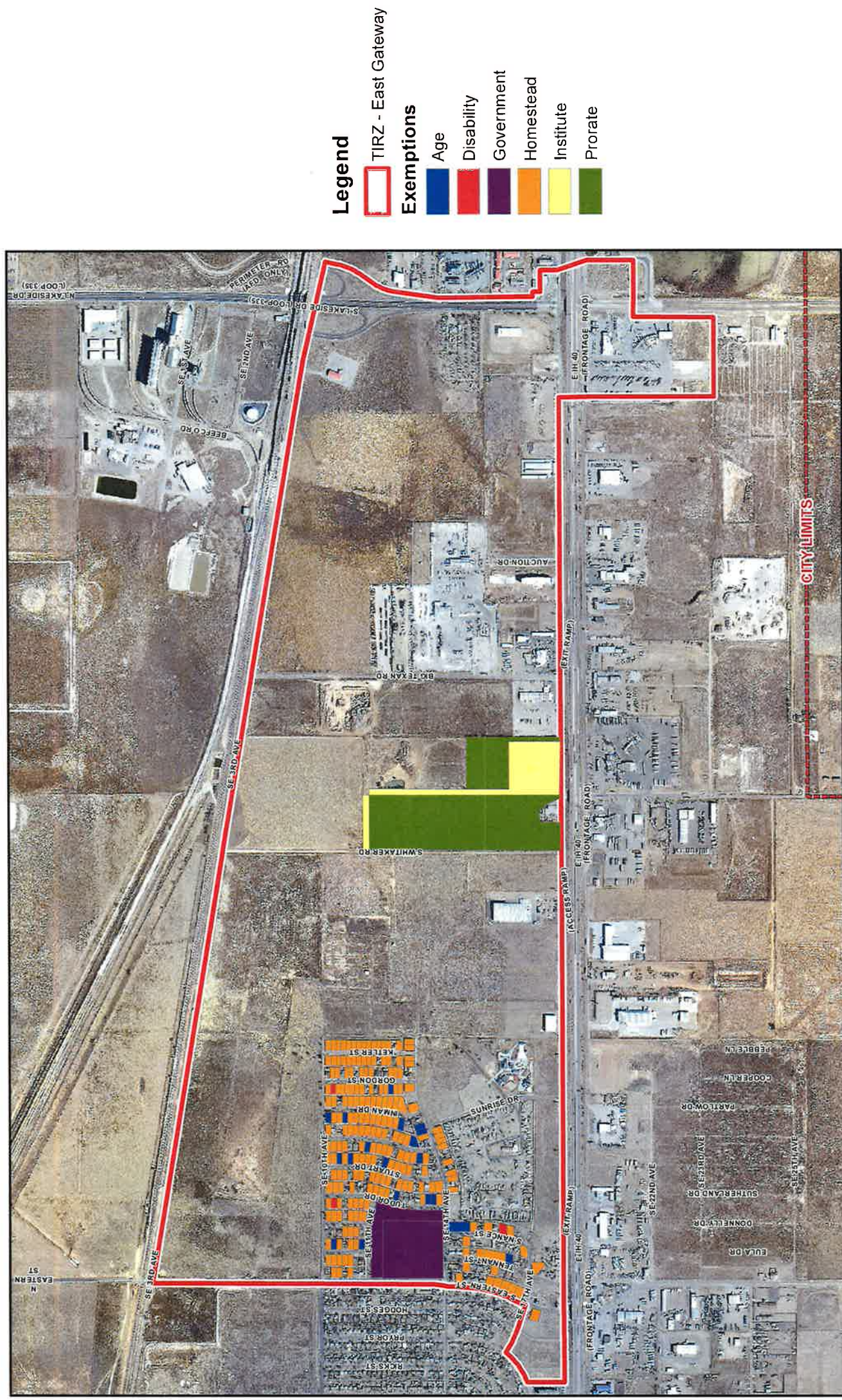
To realize the potential of the TIRZ area implementation of key public improvements are necessary and are noted in the following:

- Participation in 380 economic development agreements
- TxDOT I40/Loop 335 intersection construction
- City lift station and force main replacement and upgrade
- City water main extensions
- City participation in arterial and collector street construction
- City participation in street drainage construction
- Construction of an indoor athletic facility
- Aesthetic enhancements and landscaping of the primary gateway
- TIRZ related project costs per Section 311 of the Texas Tax Code

Total estimated costs of the above public initiatives to be financed by the proposed TIRZ:

- Projected TIRZ Revenue Available for Infrastructure Reimbursement - \$10 Million
- Projected TIRZ Revenue Available for Athletic Facility Construction Debt Service - \$22.4 Million (assumes \$15 Million debt for 20 years at 3% interest rate)
- Projected TIRZ Revenue Available for Aesthetic and Landscaping Improvements - \$2.2 Million
- Any TIRZ Revenues generated in excess of that projected would be used to continue to reimburse the City for Infrastructure expenditures





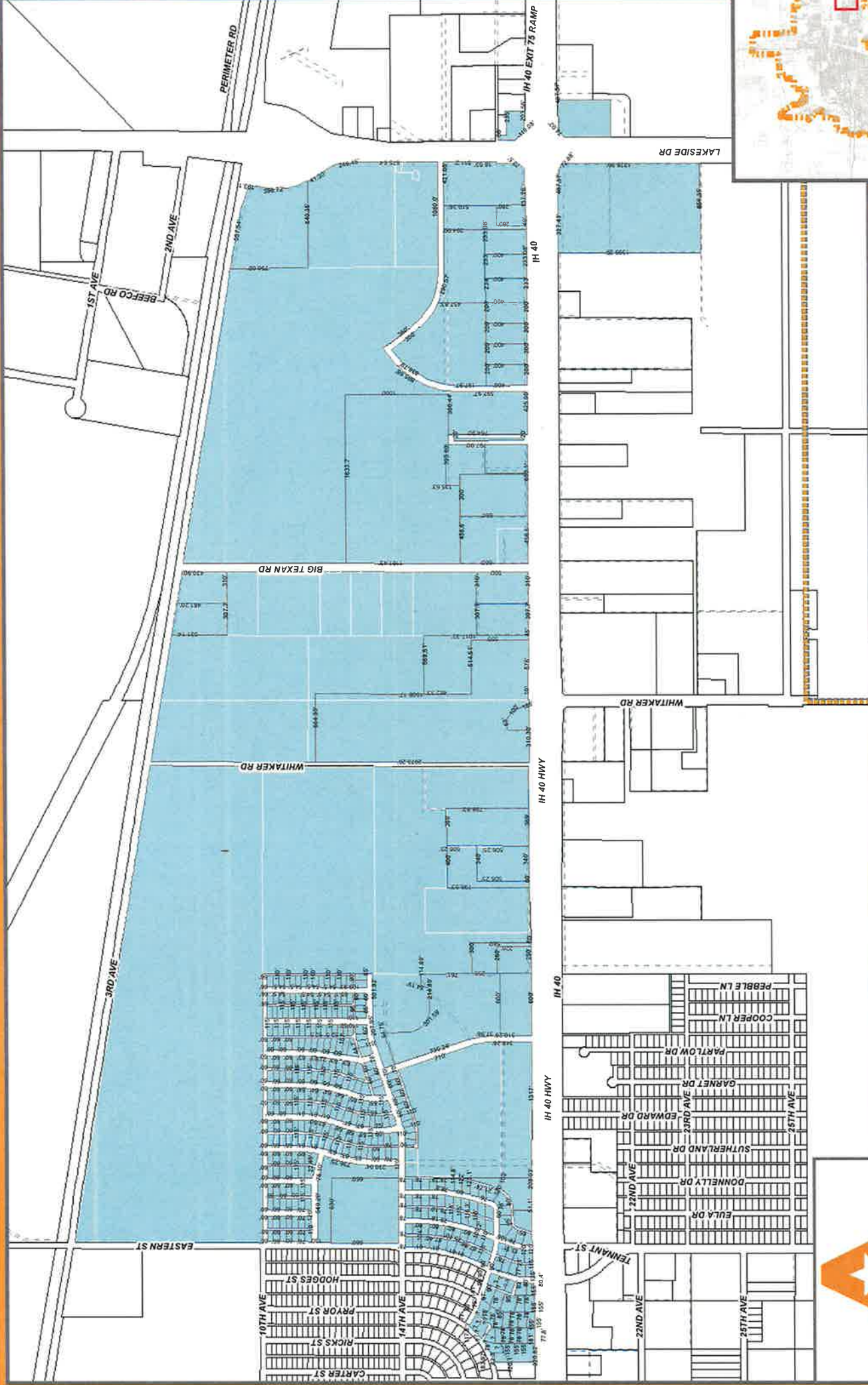


1" = 900'

Capital Projects and Development Engineering
Stimms Municipal Building
PH: 806-378-3000



Site Map



DISCLAIMER: The City of Amarillo is providing this information as a public service. The data shown is for informational 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. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



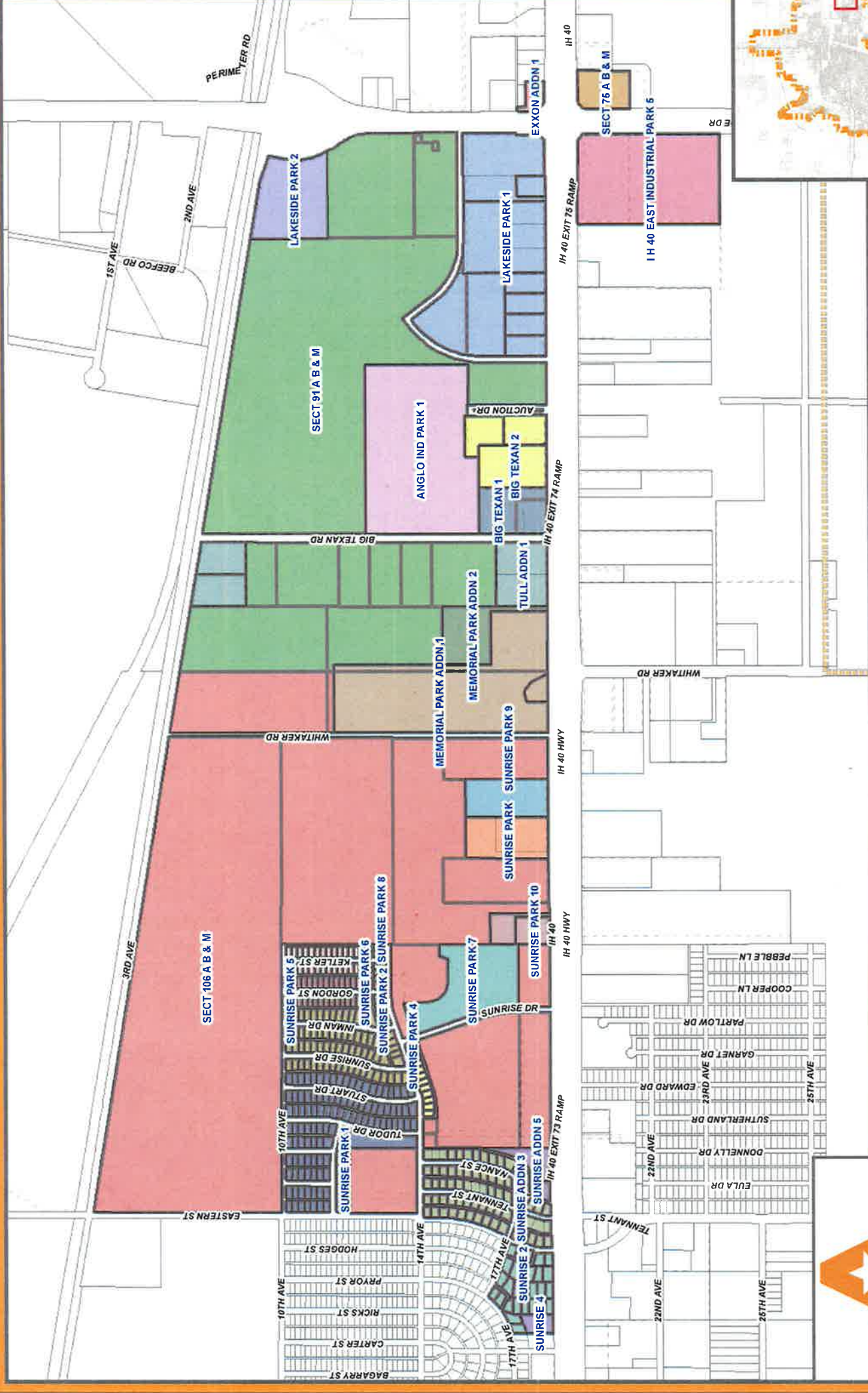


1" = 900'

Capital Projects and Development Engineering
Simms Municipal Building
PH: 806-378-3000



Site Map



DISCLAIMER: The City of Amarillo is providing this information as a public service. The data shown is for informational 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. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Current Development Characteristics

The TIRZ area currently is a mix of vacant undeveloped land, retail and restaurant uses and limited residential development. The TIRZ area encompasses approximately 940 acres in total and includes approximately 300 single family homes on approximately 52 acres of land, two RV parks, approximately a dozen businesses, a private cemetery, and approximately 575 acres of vacant undeveloped land.



Key Objectives and Goals of the East Gateway TIRZ

The objectives of the East Gateway Tax Increment Reinvestment Zone (TIRZ #2) are as follow:

- Establish a dedicated revenue stream used to:
 - facilitate the development of needed public infrastructure in the area
 - facilitate the development of needed public athletic facilities in the area

All in an effort to:

- stimulate and facilitate new private investment resulting in the redevelopment of an area suffering from underdevelopment and blighted conditions

Key Goals:

- Development of new retail and entertainment venues contributing additional property and sales tax revenue
- Relocation and expansion of the Big Texan Steakhouse resulting in increased customer attraction contributing additional property and sales tax revenue
- Redevelopment of the existing Big Texan Steakhouse resulting in the retention of customers and continuing to contribute property and sales tax revenues
- RV Park contributing additional property and sales tax revenue
- Retail outlets contributing additional property and sales tax revenue
- Entertainment venues contributing additional property and sales tax revenue
- Auto and truck service outlets contributing additional property and sales tax revenue
- Full-service hotel contributing additional property and HOT tax revenue
- Limited-service hotels contributing additional property and HOT tax revenue
- Development of new recreation and athletic facilities



Partnerships and Development Strategies

The eastern portion of the city of Amarillo, in the vicinity of I40 and Loop 335 has significant potential for development and economic growth but for the limitations and constraints associated with public infrastructure an facilities. Proximity to I40 and its tens of thousands of vehicle trips each day, the presence of the Big Texan Steakhouse and the intersection of Amarillo’s Loop are all positive attributes. The potential for a large mixed use development area catering to the traveling public and serving as a recreation, entertainment, and hospitality destination is significant if these limitations and constraints can be overcome.

To achieve the success of this area a number of partnerships need to be forged along with a series of strategic actions taken:

- Partnerships between the private property owners/developers/businesses and the City of Amarillo is critical for the success of this area. Partnerships include timely extensions of public infrastructure by the City, land dedications by the property owners for the development of infrastructure and an athletic facility, and significant private development.
- Partnership between the local taxing entities is critical for the success of this area. The willingness of the City of Amarillo, Potter County, Amarillo College and the Panhandle Groundwater District to consent that the incremental increase in property tax revenues be placed within the TIRZ fund and reinvested within the TIRZ in the manner noted in the adopted Project and Financing Plan is critical for the success of this area. Through this mutual investment all taxing entities (including those not directly participating in the TIRZ) will benefit from new growth and development of this area through increased investments, increased property tax revenue, increased sales tax revenue, increased employment, etc.

The strategic actions necessary to realize the objectives of the East Gateway TIRZ are straightforward yet critical.

- Once the TIRZ is established the City will begin to immediately address deficient infrastructure in the area by extending streets and utilities as necessary. Concurrent with these public investments private parties in the area will initiate new development – first with the construction and operation of new limited service hotels, the relocation and redevelopment of the existing RV park, and the relocation and development of the Big Texan Steakhouse. As incremental tax revenue is generated it will be used to reimburse the City for the costs associated with the extension of necessary streets and utilities.
- The next strategic actions include the donation of land by private parties to the City to enable the construction of an athletic facility which will be built and operated by the City and used to meet local recreation demands and host tournaments. In addition to meeting local recreation need this facility is anticipated to generate additional economic opportunities for the properties in close proximity and throughout the area through attracting visitor's participating and attending athletic tournaments. The activities in the athletic facility are expected to generate additional retail, restaurant, entertainment, and hotel demand which in turn will generate additional property tax revenue, sales tax revenue, hotel occupancy tax revenue and employment. This action is dependent on there being enough annual incremental tax revenue generated to sustain debt service on any debts issued by the City to finance the construction of the athletic facility.
- The final strategic actions include continued extension (and reimbursement) of needed streets and infrastructure, private hotel, retail, and entertainment development. Specific notable projected private development associated with this action includes a full service hotel, a large truck service facility, and various retail and entertainment outlets closely associated with the relocated Big Texan Steakhouse. Further public improvements that may be undertaken with this action if funds exist may include aesthetic enhancements at the primary entrance to this gateway including landscaping, decorative signage, etc.

It is anticipated that the majority of infrastructure investment and private development will occur within the first ten years of the TIRZ, with the proposed athletic facility occurring within the first five years of the TIRZ and the aesthetic improvements occurring in the latter years of the TIRZ.

Historic Tax Values

City of Amarillo Taxable Value Analysis

Year	2010	2011	2012	2013	2014	2015	2016
Total	\$ 10,055,707,732	\$ 10,257,946,329	\$ 10,456,402,589	\$ 10,760,454,171	\$ 11,100,054,718	\$ 11,542,059,264	\$ 12,065,465,099
Increment		\$ 202,238,597	\$ 198,456,260	\$ 304,051,582	\$ 339,600,547	\$ 442,004,546	\$ 523,405,835
% Change		2.01%	1.93%	2.91%	3.16%	3.98%	4.53%

TIRZ Area Taxable Value Analysis

Year	2010	2011	2012	2013	2014	2015	2016
Total	\$ 38,651,958	\$ 39,475,611	\$ 40,525,858	\$ 40,812,525	\$ 41,256,940	\$ 41,441,870	\$ 39,981,487
Increment		\$ 823,653					
% Change		2.13%	2.66%	0.71%	1.09%	0.45%	-3.52%

Comparative Taxable Values

		2010-2015 % Growth	2015-2016 % Growth
City of Amarillo		13.99%	4.53%
TIRZ Area		7.04%	-3.52

This information helps illustrate how the TIRZ area taxable value and increases in that value compare to the same for the City of Amarillo as a whole. This information helps yield an understanding in the growth trends for both the City and the TIRZ area and helps to serve as a baseline for future comparisons to determine the effectiveness of the TIRZ and associated public investments.

Tax Increment Projections

The Project and Financing Plan details investments projected to occur over the thirty year term of the TIRZ. These investments and related public improvements would not occur without strategic public/private partnerships facilitated by the TIRZ and the related implementation steps. The TIRZ will be a key part of attracting new restaurants, retail outlets, entertainment venues, hotels, and other uses. These investments result in \$34.6 Million of tax increment financing revenue (\$17.7 Million NPV).

TIRZ Participation

Four taxing entities have agreed to participate in the East Gateway TIRZ contributing 100% of the new incremental ad valorem revenue for the full term of the TIRZ.

- City of Amarillo
- Potter County
- Amarillo College
- Panhandle Groundwater District

All participating jurisdictions will continue to receive business personal property tax revenues

No sales taxes will be contributed to the TIRZ

No school districts will participate in the TIRZ

For the purposes of preparing a financial model it was assumed that development will occur in phases with revenues increasing year over year. It is anticipated that the majority of development will be complete and fully contributing to the TIRZ revenue by Year 5 when a projected \$100 Million in new construction value is projected to be complete.

A financial model was built with the assumption that 2016 represents the Base Year, the TIRZ remains in effect for 30 years, that all participating entities participate at a level of 100% of the available increment and that \$100 Million of new construction value was added during the TIRZ period – see details regarding the assumption on the next page. Using these assumptions a financial model was built which projects total TIRZ revenue of approximately \$34.6 Million (NPV of \$17.7 Million) with annual revenues ranging from approximately \$21,500 in Year 1 to \$1.6 Million by Year 30. It is anticipated the annual revenues will be dedicated to reimburse the City for expenditures on the construction of infrastructure up until the point where the annual cash flow generates revenue sufficient to support annual debt service associated with the costs to construct the public athletic facility (estimated at \$15 Million requiring an annual debt service of approximately \$1 Million). Annual revenues above that necessary to support the annual debt service will be used to continue to reimburse the City for infrastructure expenditures and for aesthetic and landscaping improvements at the primary entrance to the gateway – see details regarding the financial model on the following pages.

- Projected TIRZ Revenue Available for Infrastructure Reimbursement - \$10 Million
- Projected TIRZ Revenue Available for Athletic Facility Construction Debt Service - \$22.4 Million (assumes \$15 Million debt for 20 years at 3% interest rate)
- Projected TIRZ Revenue Available for Aesthetic and Landscaping Improvements - \$2.2 Million
- Any TIRZ Revenues generated in excess of that projected would be used to continue to reimburse the City for Infrastructure expenditures

Assumptions

TIF Created: FY 2016/2017
TIF Base: 39,981,487
Taxable Base Year: 2016
Taxing Entities: All Except School
TIF Expiration: 12/31/2046

Real Property Tax

City of Amarillo
Potter County
Panhandle Groundwater District
Amarillo College
Amarillo ISD

Participation

0.35072
0.66402
0.00790
0.20750
1.18000
2.41014

100%
100%
100%
100%
0%

0.35072
0.66402
0.00790
0.20750
0.00000
1.23014

Source Name	Description	SF	New Taxable Value
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TIRZ Area			
Revenue #1	Hotels and RV Park		69,500,000
Revenue #2	Retail		28,500,000
Revenue #3	Restaurants		2,000,000
Total			100,000,000

Source Name	Description	SF	Base Taxable Value
Revenue A	1.5% Base Growth in TIRZ Core Area		39,981,487

Development Assumptions and Summary

A financial model was created in order to determine potential revenue streams for purposes of capturing tax increment.

Base value assumptions includes a 2016 taxable value of \$39,981,487.

The 30-year term assumes accruing tax increment through five years from the following:

Real Property Increment (100%) All tax jurisdictions except the school district
New Development- Hotels and RV Park development in the TIRZ

New Investment: \$69.5 million

New Investment: \$28.5 million

New Development - Retail
New Development - Restaurants
New Investment: \$2 million

Annual growth on base property values (\$39 million)

TIRZ Revenue Model

[illegible]

Project Plan and Estimated Costs

To attract the projects and investments outlined in the previous section of this Plan it will be necessary to carry out the following public improvements and initiatives:

- Participation in 380 economic development agreements
- TxDOT I40/Loop 335 intersection construction
- City lift station and force main replacement and upgrade
- City water main extensions
- City participation in arterial and collector street construction
- City participation in street drainage construction
- Construction of an indoor athletic facility
- Aesthetic Enhancements and Landscaping of the primary gateway
- TIRZ related project costs per Section 311 of the Texas Tax Code (see below)

Total estimated costs of the above public initiatives to be financed by the proposed TIRZ:

- Projected TIRZ Revenue Available for Infrastructure Reimbursement - \$10 Million
- Projected TIRZ Revenue Available for Athletic Facility Construction Debt Service - \$22.4 Million (assumes \$15 Million debt for 20 years at 3% interest rate)
- Projected TIRZ Revenue Available for Aesthetic and Landscaping Improvements - \$2.2 Million
- Any TIRZ Revenues generated in excess of that projected would be used to continue to reimburse the City for Infrastructure expenditures



Section 311.002 Definitions related to TIRZ related project costs

- (1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.
- (2) "Project plan" means the project plan for the development or redevelopment of a reinvestment zone approved under this chapter, including all amendments of the plan approved as provided by this chapter.
- (3) "Reinvestment zone financing plan" means the financing plan for a reinvestment zone described by this chapter.
- (4) "Taxing unit" has the meaning assigned by Section 1.04.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Amended by:

Acts 2005, 79th Leg., Ch. 1094 (H.B. 2120), Sec. 35, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 1032 (H.B. 2853), Sec. 1, eff. June 17, 2011.

Sec. 311.010. POWERS AND DUTIES OF BOARD OF DIRECTORS. (a) The board of directors of a reinvestment zone shall make recommendations to the governing body of the municipality or county that created the zone concerning the administration of this chapter in the zone. The governing body of the municipality by ordinance or resolution or the county by order or resolution may authorize the board to exercise any of the municipality's or county's powers with respect to the administration, management, or operation of the zone or the implementation of the project plan for the zone, except that the governing body may not authorize the board to:

- (1) issue bonds;
- (2) impose taxes or fees;
- (3) exercise the power of eminent domain; or
- (4) give final approval to the project plan.

(b) The board of directors of a reinvestment zone and the governing body of the municipality or county that creates a reinvestment zone may each enter into agreements as the board or the governing body considers necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes. An agreement may provide for the regulation or restriction of the use of land by imposing conditions, restrictions, or covenants that run with the land. An agreement may during the term of the agreement dedicate, pledge, or otherwise provide for the use of revenue in the tax increment fund to pay any project costs that benefit the reinvestment zone, including project costs relating to the cost of buildings, schools, or other educational facilities owned by or on behalf of a school district, community college district, or other political subdivision of this state, railroad or transit facilities, affordable housing, the remediation of conditions that contaminate public or private land or buildings, the preservation of the facade of a private or public building, the demolition of public or private buildings, or the construction of a road, sidewalk, or other public infrastructure in or out of the zone, including the cost of acquiring the real property necessary for the construction of the road, sidewalk, or other public infrastructure. An agreement may dedicate revenue from the tax increment fund to pay the costs of providing affordable housing or areas of public assembly in or out of the zone.

(c) Subject to the approval of the governing body of the municipality that created the zone, the board of a zone designated by the governing body of a municipality under Section 311.005(a)(4) may exercise the power granted by Chapter 211, Local Government Code, to the governing body of the municipality that created the zone to restrict the use or uses of property in the zone. The board may provide that a restriction adopted by the board continues in effect after the termination of the zone. In that event, after termination of the zone the restriction is treated as if it had been adopted by the governing body of the municipality.

(d) The board of directors of a reinvestment zone may exercise any power granted to a municipality or county by Section 311.008, except that:

- (1) the municipality or county that created the reinvestment zone by ordinance, resolution, or order may restrict any power granted to the board by this chapter; and
- (2) the board may exercise a power granted to a municipality or county under Section 311.008(b)(2) only with the consent of the governing body of the municipality or county.

(e) After the governing body of a municipality by ordinance or the governing body of a county by order creates a reinvestment zone under this chapter, the board of directors of the zone may exercise any power granted to a board under this chapter.

(f) The board of directors of a reinvestment zone and the governing body of the municipality or county that created the zone may enter into a contract with a local government corporation or a political subdivision to manage the reinvestment zone or implement the project plan and reinvestment zone financing plan for the term of the agreement. In this subsection, "local government corporation" means a local government corporation created by the municipality or county under Chapter 431, Transportation Code.

(g) Chapter 252, Local Government Code, does not apply to a dedication, pledge, or other use of revenue in the tax increment fund for a reinvestment zone under Subsection (b).

(h) Subject to the approval of the governing body of the municipality or county that designated the zone, the board of directors of a reinvestment zone, as necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone. For purposes of this subsection, on approval of the municipality or county, the board of directors of the zone has all the powers of a municipality under Chapter 380, Local Government Code. The approval required by this subsection may be granted in an ordinance, in the case of a zone designated by a municipality, or in an order, in the case of a zone designated by a county, approving a project plan or reinvestment zone financing plan or approving an amendment to a project plan or reinvestment zone financing plan.

(i) The board of directors of a reinvestment zone or a local government corporation administering a reinvestment zone may contract with the municipality that created the zone to allocate from the tax increment fund for the zone an amount equal to the tax increment produced by the municipality and paid into the tax increment fund for the zone to pay the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of the land in the zone, regardless of whether the costs of those services are identified in the project plan or reinvestment zone financing plan for the zone.

Terms & Conditions of East Gateway TIRZ #2

Consideration of Additional Projects:

Additional projects will require approval from the City of Amarillo, Potter County, Amarillo College Board of Regents, and the Panhandle Groundwater District.

Length of TIRZ in Years:

The TIRZ has a 30 year term and is thus scheduled to end on November 8, 2046

Powers and Duties of Board of Directors:

The Board shall have the powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380 , Local Government Code. The Board shall not be authorized to:

- Issue Bonds;
- Impose taxes or fees;
- Exercise the power of eminent domain; or
- Give final approval to the Zone’s Project and Financing Plan

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 12, 2017	Council Pillar	Civic Pride
Department	City Manager		
Contact	Kevin Starbuck, Assistant City Manager Rod Tweet, Parks Director		

Agenda Caption

PRESENTATION AND CONSIDERATION OF ORDINANCE

(Contact: Kevin Starbuck, Assistant City Manager)

This is the second and final reading of an ordinance to consider changes to the Parks and Recreation Board expanding the membership from five (5) members to eleven (11) members.

Agenda Item Summary

The City Council appointments of the additional members will begin service January 1, 2018.

Requested Action

Conduct the first reading of the Ordinance on December 5, 2017. The final reading is scheduled for December 12, 2017.

Funding Summary

N/A

Community Engagement Summary

Council reviewed Board membership at the November 28, 2017 and requested that City staff work on increasing the membership.

Staff Recommendation

City staff is recommending approval of the Ordinance.

ORDINANCE NO. 7299

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS AMENDING SECTION 2-6-44, ARTICLE IV, PARKS AND RECREATION BOARD, CHAPTER 2-6, BOARDS AND COMMISSIONS, OF THE AMARILLO MUNICIPAL CODE TO EXPAND THE BOARD FROM FIVE (5) MEMBERS TO ELEVEN (11) MEMBERS; INCLUDING TRANSITIONAL AND PROCEDURAL PROVISIONS; INCLUDING A REPEALER; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Board continues to be an active advisory board with committed members who serve the community with distinction; and

WHEREAS, the City has many individuals who are interested in contributing to the various avenues of public service provided by the Parks and Recreation Board; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City of Amarillo that the membership of the Parks and Recreation Board be expanded from five members to seven members; and

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

SECTION 1. Article IV, Parks and Recreation Board, Chapter 2-6, Boards and Commissions, Section 2-6-44 is amended as follows:

Sec 2-6-44. Members.

This Board shall consist of eleven (11) members. Five (5) members of the Board shall constitute a quorum

SECTION 3. Each current members of the Parks and Recreation Board shall continue to serve his or her respective term of office. The City Council shall appoint additional members to the Board, to begin service January 1, 2018, or as soon thereafter as each member is appointed and qualified.

SECTION 4. Terms of office of the members of the Parks and Recreation Board shall be staggered so that the terms of no more than five members shall expire every year.

SECTION 5. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

SECTION 6. All ordinances and resolution or parts of ordinances or resolutions in conflict with this ordinance are repealed.

SECTION 7. This ordinance shall be effective upon passage and adoption on second reading.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 5th day of December 2017; and PASSED on Second and Final Reading the 12th day of December 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

D



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 12, 2017	Council Pillar	Civic Pride
Department	City Manager		
Contact	Jared Miller, City Manager		

Agenda Caption

PRESENTATION AND CONSIDERATION OF ORDINANCE

(Contact: Jared Miller, City Manager)

This is the second and final reading of an ordinance establishing a Beautification and Public Arts Advisory Board.

Agenda Item Summary

The Beautification and Public Arts Advisory Board will provide recommendations to the City Council. Specifically to promote and encourage programs to enhance the City’s appearance, development of public arts, art in public places and to raise awareness and appreciation of the value of art in public places.

Requested Action

Conduct the first reading of the Ordinance on December 5, 2017. The final reading is scheduled for December 12, 2017.

Funding Summary

N/A

Community Engagement Summary

At the November 28, 2017 Council requested City Staff to create a Beautification and Public Arts Advisory Board.

Staff Recommendation

City staff is recommending approval of the Ordinance.

ORDINANCE NO. 7700

AN ORDINANCE OF THE AMARILLO CITY COUNCIL
ESTABLISHING A BEAUTIFICATION AND PUBLIC ARTS
ADVISORY BOARD; DEFINING ITS PURPOSE, ESTABLISHING
GUIDELINES FOR APPOINTMENTS TO THE BOARD;
PROVIDING FOR THE BOARD'S DUTIES AND
RESPONSIBILITIES; PROVIDING SEVERABILITY CLAUSE;
PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the citizens of the City of Amarillo have indicated strong interest in beautification of the entire community, and

WHEREAS, integration of public arts into the environment of the City improves the visual design and content of the City and will enhance the experience of living in and visiting in Amarillo; and

WHEREAS, the City Council wishes to involve citizens with an interest in or affiliation with overall beautification of the City and with presenting, collecting and preserving notable works of art and implementing educational opportunities concerning art in public places;

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

SECTION 1. There is hereby established a "City of Amarillo Beautification and Public Arts Advisory Board," hereinafter referred to as "the Board."

SECTION 2. The purpose of the Board shall be advisory only; to provide recommendations to the City Council on the following:

- a. To promote and encourage private and public programs to enhance all aspects of the City's appearance, presentation, and beautification.
- b. To promote and encourage private and public programs to further the development of public arts.
- c. To increase employment opportunities in the arts.
- d. To encourage the integration of art into the architecture of municipal structures.
- e. To identify and develop quality programs involving notable art in public places through exhibitions, acquisitions, and education to enhance our community.
- f. To raise awareness and appreciation of the value of art in public places and beautification of our City in general.

SECTION 3. Members. The Board shall consist of nine members as follows:

- a. Six citizens of the City of Amarillo, appointed by the City Council;
- b. One Convention and Visitor Council Arts Committee member, appointed by that

committee;

- c. One Center City Amarillo Board member, appointed by that board; and
- d. One City Council member, appointed by the City Council.

A staff liaison shall be an ex-officio member and shall serve as the secretary of the Board.

SECTION 4. Authority. The Board shall be governed by the City of Amarillo Code of Ordinances, Chapter 2-6, Article I.

SECTION 5. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

SECTION 6. All ordinances and resolution or parts of ordinances or resolutions in conflict with this ordinance are repealed.

SECTION 7. This ordinance shall be effective upon passage and adoption on second reading.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 5th day of December 2017; and PASSED on Second and Final Reading the 12th day of December 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

E



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	12-12-2017	Council Priority	N/A
Department	Central Stores		
Contact	Trent Davis, Purchasing Agent		

Agenda Caption

Consider approval of Paper Goods Annual Supply Agreement

Agenda Item Summary

This item is for the annual supply agreement to purchase paper goods for use by city departments.

Award to:

Mayfield Paper	\$ 164.00
Wagner Supply	\$ 760.80
Empire Paper	\$87,033.80
American Pride Paper	\$31,488.36

Total award \$119,446.96

Requested Action

Consider approval of paper goods annual supply agreement.

Funding Summary

Funds are available in Central Stores Inventory account 1000.15400

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of Annual Supply Agreement for Paper Goods.

To be awarded as one lot										MORNING STAR INDUSTRIES INC	
		MAYFIELD PAPER CO	WAGNER SUPPLY	EMPIRE PAPER	AMERICA PRIDE PAPER & PLASTIC	MSC INDUSTRIAL SUPPLY CO	OFFICEWISE FURNITURE & SUPPLY	MILLER PAPER	LD SUPPLY CO	SCHOOL SPECIALTY INC	
Line 9 Towels, enmotion paper Georgia											
Pacific #8960, per specifications											
160 ca											
Unit Price		\$0.000	\$49.700	\$48.530	\$20.380	\$76.000	\$0.000	\$51.570	\$50.470	\$0.000	\$74.000
Extended Price			7,952.00	7,764.80	3,252.80	12,160.00		8,251.20	8,075.20		11,840.00
Bid Total		4,688.80	129,048.80	121,270.40	DID NOT MEET SPECS	311,365.60	223,845.80	130,133.30	44,934.80	197,852.80	300,461.40
Award by Vendor		164.00	760.80	87,033.80	31,488.36						



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 12, 2017	Council Priority	Public Safety
Department	City Manager		
Contact	Jared Miller, City Manager		

Agenda Caption

PRESENTATION AND CONSIDERATION OF AMARILLO AREA FOUNDATION FIELD OF INTEREST FUND AGREEMENT
(Contact: Jared Miller, City Manager)

This is a contract with the Amarillo Area Foundation creating “The First Responders Excellence and Innovation Fund.”

Agenda Item Summary

This is a contract with the Amarillo Area Foundation creating “The First Responders Excellence and Innovation Fund.” Distribution of the Fund income shall be made at least annually for support of excellence and innovation to the Amarillo Police Department, Amarillo Fire Department and other Amarillo emergency personnel. A committee consisting of two City Council members, City Manager, Chief of Police, Fire Chief and two citizens of Amarillo will make recommendations to the Amarillo Area Foundation for Fund distributions.

Requested Action

City Council review and approve the attached Amarillo Area Foundation Field of Interest Fund Agreement.

Funding Summary

There are no City funds associated with this agreement. All money and property transferred to the Fund shall be an irrevocable gift to the Amarillo Area Foundation.

Community Engagement Summary

The December 12, 2017 Council meeting is the first City Council discussion.

Staff Recommendation

City staff is recommending approval of the Agreement.

STATE OF TEXAS)
POTTER COUNTY)
CITY OF AMARILLO)

AMARILLO AREA FOUNDATION
FIELD OF INTEREST FUND AGREEMENT“THE FIRST RESPONDERS
EXCELLENCE AND INNOVATION FUND”

WHEREAS, every day, police officers, firefighters and emergency personnel put their lives on the line to protect the Amarillo community; and

WHEREAS, our first responders are “First In, Last Out,” and dedicate themselves to serving the community; and

WHEREAS, the City of Amarillo and the Amarillo Area Foundation, Inc. consider it part of their central missions to provide support to First Responders; and

WHEREAS, there is a continuing need to provide the first responders with the best available equipment, ideas and programs to equip and protect them in the performance of their duties on hour behalf; and

WHEREAS, there is a need to establish THE FIRST RESOPNDERS EXCELLENCE AND INNOVATION FUND to provide a means for the citizens and businesses in the Amarillo area to provide donations that will directly enrich and enhance the working environment, upgraded equipment, and personal safety of all of our first responders;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

This Agreement is made and entered into this ____ day of December, 2017, by and between the CITY OF AMARILLO, TEXAS Cityand the AMARILLO AREA FOUNDATION, INC. (the “Foundation”), a nonprofit, tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) for the purpose of establishing a field of interest fund (the “Fund”) within the Foundation. The Fund shall be subject to the following terms and conditions:

1. The Fund shall be named **The First Responders Excellence and Innovation Fund** and will be so identified by the Foundation in all relevant literature, reports, promotional material and other public documents. All money and property transferred to the Fund shall be an irrevocable gift to the Foundation.

2. A separate Fund account shall be established on the books of the Foundation to be used for accounting control of all Fund assets. As contributions of cash and other assets are received by the Foundation from time to time with designation by the City thereof that they be added to and made a part of this Fund, such designation will be honored by the Foundation, and all such amounts, as Fund assets, shall be subject to all of the terms and conditions hereof.

3. Distributions of Fund income shall be made at least annually for support of excellence and innovation to the Amarillo Police Department, Amarillo Fire Department, and other Amarillo emergency personnel. A committee formed annually consisting of two City Council members; City Manager; Chief of Police; Fire Chief and two citizens of Amarillo at large will make the recommendations to the Amarillo Area Foundation for distribution. Any gifts to this fund that have specific designation (such as SWAT operations, or Hazardous Materials training) will be distributed by this committee to be used solely as so designated. The foundation will provide a complete list of designated gifts to the committee. All such distributions shall be for charitable uses and purposes consistent with the exempt purposes of the Foundation as specified in its Articles of Incorporation and Bylaws.

4. The amount of income available for distribution shall be determined in accordance with the spending policy for permanent funds adopted by the Board of Directors of the Foundation, as may be amended from time to time.

5. Distributions in excess of the annual income distribution amount may be made in any year as determined by the Board of Directors of the Foundation. The City may request, at any time, the disbursement of additional amounts from the Fund balance, provided that such request shall not be binding on the Foundation and may be accepted or rejected, in whole or in part, in the sole discretion of the Foundation.

6. All assets of the Fund shall be held and administered by the Foundation, acting by and through its duly authorized Board of Directors and officers. Assets of the Fund may be kept separate from other Foundation assets, or alternatively, may be commingled with other Foundation assets, but the Foundation shall at all times keep accurate records showing the portion thereof included within this Fund, both as to principal and income.

7. The assets of the Fund may be invested in the discretion of the Foundation and in accordance with its Articles of Incorporation, Bylaws and general investment policies. The market value of the Fund is not guaranteed by the Foundation and may fluctuate depending upon investment results. The Fund shall be charged with the costs of record-keeping and management attributable to it.

8. It is intended that the Fund be a component fund of the Foundation as defined in Section 1.170A-9(f)(11) of the Income Tax Regulations. As such, it will be subject to the governing instruments (i.e., the Articles of Incorporation and Bylaws) of the Foundation, as such instruments may be amended from time to time, and Fund assets will be treated in the

Foundation's periodic financial reports as funds of the Foundation. This agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the Code and any regulations applicable to the intended tax status of the Foundation as an organization described in Section 501(c)(3) of the Code and which is not a private foundation within the meaning of Section 509(a) of the Code.

9. As required in Section 1.170A-9(f)(11)(v)(B) of the Income Tax Regulations, this Agreement is subject to the Foundation's authority to vary the terms of the gift. Notwithstanding anything else in this Fund agreement to the contrary, if any of the restrictions or conditions on the distribution of funds hereunder – in the sole judgment of the Board of Directors of the Foundation – become unnecessary, incapable of fulfillment, or not consistent with charitable needs in the geographic area served by the Foundation, then the Foundation may modify any such restriction or condition.

EXECUTED this ____ day of _____, 2017.

CITY OF AMARILLO:

By: _____
Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

AMARILLO AREA FOUNDATION

By: _____
Clay Stribling, President and CEO



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	12/12/2017	Council Priority	Best Practices
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDERATION: Approval of lease agreement between the United States Customs and Border Protection and the Rick Husband Amarillo International Airport, City of Amarillo, Texas.

Agenda Item Summary

This lease agreement is for the rental of 1,096 square feet of space in the Airport Terminal. The current lease agreement is in a month-to-month status. This new document incorporates the new standard Federal Government lease form. The lease agreement under consideration is strictly for facilities and does not encompass operational decisions or commitments by the U.S. Customs and Border Protection Agency. The term of the agreement is 1 year, with 19 automatic renewals, for a total term of 20 years. The rate that the Federal Government is obligated to pay the City of Amarillo Rick Husband Amarillo International Airport is \$1.00 annually. This is standard for airport CBP facilities nationwide.

Requested Action

Approval of the lease agreement between the United States Customs and Border Protection and the Rick Husband Amarillo International Airport, City of Amarillo, Texas.

Funding Summary

This item is a revenue contract. It was planned for in the FY17/18 budget and beyond.

Community Engagement Summary

Level 1- Modest impact on selected area and/or community group. To allow the ability for international air travel to continue at Rick Husband Amarillo International Airport.

Staff Recommendation

Airport staff recommends the approval and execution of the lease agreement between the United States Customs and Border Protection and the Rick Husband Amarillo International Airport, City of Amarillo, Texas.



10801 Airport Boulevard
Tel: (806) 335-1671

Amarillo, TX 79111-1211
Fax (806) 335-1672

TO: Jared Miller
City Manager

FROM: Michael W. Conner, C.M. 
Director of Aviation

REFERENCE: U.S. Customs and Border Protection (CBP) On-Airport Lease Agreement

DATE: December 5, 2017

Airport Staff has received a lease agreement for execution between the United States Customs and Border Protection (CBP) and the City of Amarillo, Texas. City Legal has reviewed the agreement per standard procedure.

Upon Legal review, we discovered that the agreement was silent concerning any minimum/maximum requirements or set parameters related to the Federal Government's provisions of Federal Inspection Services at the Airport. Therefore, we do not know the amount of FIS the Government must or will provide. We attempted to garner assurances that if the demand at AMA for FIS requires additional officers that they will be provided.

However, according to the CBP, the Anti-Deficiency Act precludes all Government employees from committing funds which have not been approved by Congress. Any guarantee to provide additional personnel to Amarillo could be interpreted as a violation.

This lease is strictly for the facilities and does not encompass operational decisions or commitments. The Lease Contracting Officer for facilities has affirmed the following items:

1. This lease protects both the Lessor and the Government's rights.
2. The Government is required by law to notify Lessors of their sole sovereign right to terminate contracts. That does not mean that they do this on a regular basis or that they will.
3. If the Lessor wishes to relocate the FIS per Paragraph 2.04, the Lessor must find suitable space for the FIS to operate or terminate international flights.
4. If the City decides to sell or permanently close the facility, the Government will be more than willing to terminate the lease.

The agreement has a hold over provision beginning with a one year agreement. Total term is for 20 years. The rate that the Federal Government is obligated to pay the City of Amarillo Rick Husband Amarillo International Airport is \$1.00 annually. This is quite standard among typical Federal Government agreements.

Your consideration and hopeful execution is appreciated. Please sign in the “LESSOR” space and have it witnessed. Also, be so kind as to initial each page next to the Lessor designator.

This Lease is made and entered into between

City of Amarillo, Texas

(Lessor), whose principal place of business is 10801 Airport Blvd., Amarillo, Texas 79111, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the U.S. Customs and Border Protection (CBP), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

10801 Airport Blvd., Amarillo, Texas 79111, at the Rick Husband - Amarillo International Airport (Airport)

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by CBP.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning on _____, and continuing through _____, inclusive for a term of one-year. At the expiration of this term the lease will automatically renew on a year-to-year basis upon the anniversary of the Commencement Date each year thereafter for 19 (Nineteen) additional years but not beyond _____, unless or until the Government gives at least 120 days' notice in writing of its intent not to renew to the Lessor.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Dennis H. Haessig
Title: Lease Contracting Officer
U.S. Customs and Border Protection
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Federal Inspection Services (FIS): Approximately 1,096 square feet of FIS Space (the Premises), as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 1 Reserved, covered GOV parking space and 1 unreserved employee POV parking space, free of charge, as depicted on the plan attached hereto as Exhibit B. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (APR 2015)

A. The Government shall pay a nominal \$1.00 annual rent.

B. In exchange for the Government's agreement to locate inspectional personnel onsite, the Lessor shall do the following:

1. Provide the leasehold interest in the Property described in the paragraph entitled "The Premises,"
2. Bear all costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses; and,
3. Provide all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

The Government may terminate this Lease, in whole or in part, at any time during the term of this Lease with 120 days' prior written notice to the Lessor if the operations supported by the Premises are closed, if the Lessor does not meet its obligations set forth in this Lease, or if the Government exercises its discretion to reduce its operational presence. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

1.05 RENEWAL RIGHTS (SEP 2013)

At the expiration of the initial term of one year, this Lease will automatically renew on a year-to-year basis at the option of the Government for 19 years but not beyond _____, and all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term or holdover period.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (APR 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
Parking Plan(s)	1	B
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	C

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- C. Contract. Contract and contractor means Lease and Lessor, respectively.
- D. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- E. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- F. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- G. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).
- H. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- I. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- J. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- K. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- L. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 RELOCATION RIGHTS (JUN 2012)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor and CBP, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the Government a minimum of 120 days prior written notice. Lessor shall bear all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The replacement space will be provided under the same terms as agreed to under this Lease, including that the new location shall meet CBP's operational requirements and that the Government shall not pay rent.

2.05 NOTICES

A. Any notice, consent, or approval to be given under this Lease shall be in writing, and delivered by hand or sent by Express Mail or comparable service, or by a certified or registered mail, postage prepaid and return receipt requested, to the following addresses:

To the Lessor at: City of Amarillo
Rick Husband Amarillo International Airport
10801 Airport Blvd.
Amarillo, TX 79111

To CBP at: U.S. Customs and Border Protection, Field Operations Facilities, Program Management Office; ATTN: FOF Lease Contracting Officer; 150 Westpark Way, Suite 300, Euless, TX 76040.

Notice computed commencing with the day after the date of mailing.

B. In the event of an emergency, either party may provide notice by telephone to the respective officials designated as follows:

The emergency contact and phone number for the Lessor is: Amarillo Airport Police, (806) 335-4403.
The emergency contact and phone number for CBP is: William C. Harmon, Port Director (806) 679-8839.

2.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.07 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated in paragraph 2.08 "Alterations" also apply to initial build-out of the Premises.

2.08 ALTERATIONS

With prior written approval by the Lessor, the Government shall have the right during the Term of this Lease to make alterations, attach fixtures, and erect structures or signs in or upon the Premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said Premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

2.09 SYSTEM FOR AWARD MANAGEMENT (APR 2015)

The Lessor must have an active registration in the System for Award Management (SAM), via the Internet at <https://www.acquisition.gov>, prior to the Lease award and throughout the life of the Lease. To remain active, the Lessor is required to update or renew its registration annually. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.11 FIRE AND CASUALTY DAMAGE

If the Premises are totally or partially destroyed, damaged, or rendered untenable or unusable for their intended purpose by fire or other casualty, the Lessor shall have the option to terminate the Lease or to repair and restore or rebuild the Premises. Notwithstanding this option by the Lessor, the Government shall have the option to terminate the Lease upon any of the occurrences specified herein. In the event of termination under this clause, should Lessor continue to require inspectional services to be performed by the Government at the Airport, Lessor agrees to provide the Government with suitable, alternate space at the Airport at no cost to the Government.

2.12 DEFAULT BY LESSOR

The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- A. Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for acceptance of the Premises within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default of a material obligation (i.e., Lessor's material breach of the Lease, as determined under the federal common law of government contracts) required for acceptance of the Premises.
- B. After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default of any obligation under this Lease.

C. Grounds for Termination. The Government may terminate the Lease if:

1. The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
2. The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions.

D. Excuse. Failure by the Lessor to timely deliver the Premises or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

1. Circumstances within the Lessor's control;
2. Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform;
3. The condition of the Property;
4. The acts or omissions of the Lessor, its employees, agents or contractors; or
5. The Lessor's inability to obtain sufficient financial resources to perform its obligations.

The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law or under this Lease.

2.13 INTEGRATED AGREEMENT

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, pre-award communications by either party shall not be incorporated in the Lease.

2.14 MUTUALITY OF OBLIGATION

The obligations and covenants of the Lessor, and the Government's obligation to perform such other obligations as may be specified herein, are interdependent.

2.15 COMPLIANCE WITH APPLICABLE LAW

Lessor shall comply with all federal, state and local laws applicable to its ownership and leasing of the Premises, including, without limitation, laws applicable to the construction, demolition, ownership or alteration and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by federal law.

2.16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT

The Lessor shall maintain the Premises, including the systems, equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards or hazardous materials. The Government shall have the right, at any time after the Lease is signed and during the Term of the Lease, and any renewal periods, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause. When accompanied by a Government escort, the Lessor shall have the right to enter any part of the Premises at reasonable or necessary times for the purposes of inspection, protection or exercising its right as owner and operator of the Airport and as Lessor.

2.17 DELIVERY AND CONDITION

- A. Unless the Government elects to have the Premises occupied in increments, the Premises must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the Premises are substantially complete.
- B. If the Premises do not substantially comply with the provisions of this Lease, the Contracting Officer may terminate this Lease in accordance with Paragraph 1.04, Termination Rights, and/or Paragraph 2.12, Default by Lessor, of this Lease.

2.18 FAILURE IN PERFORMANCE

In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this Lease, the Government may, by contract or otherwise, perform the requirement and seek reimbursement from the Lessor for the resulting costs to the Government, including all administrative costs; provided however, before undertaking to perform any obligation of Lessor, Government shall provide Lessor not less than thirty (30) days' prior written notice during which Lessor shall be permitted to cure any alleged default and further provided that such cure period shall be extended by an additional thirty (30) days if, at the expiration of the notice/cure period, the Lessor is diligently pursuing to cure or otherwise resolve such alleged default. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access the Premises to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may terminate this Lease pursuant to Paragraph 1.04, Termination Rights, and/or Paragraph 2.12, Default by Lessor, of this Lease. The aforementioned remedies are not exclusive and are in addition to any other remedies which may be available under this Lease or at law.

2.19 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (APR 2015)

This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. All dollar thresholds set forth below refer to Total Contract Value, or the total of all gross rental payments to be made during the initial term of the Lease plus any options. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

- 1. FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 2. FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- 3. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APRIL 2015)
- 4. FAR 52.222-26, EQUAL OPPORTUNITY (APRIL 2015)
- 5. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 6. FAR 52.233-1, DISPUTES (MAY 2014)
- 7. GSAR 552.215-70, EXAMINATION OF RECORDS BY GSA (FEB 1996)
- 8. GSAR 552.270-31, PROMPT PAYMENT (JUN 2011)

SECTION 3

CONSTRUCTION STANDARDS AND COMPONENTS

3.01 CBP STANDARDS (ON-AIRPORT) (SEP 2013)

A. The Premises shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of the Space. If there is a conflict on the standards the more stringent will apply. For the purposes of this Lease, the Airport Technical Design Standards June 2012 (hereinafter referred to as "CBP Standards") shall apply.

B. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed building components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, and installed. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single-tenant floors, only the fire egress corridor necessary to meet code is provided as part of the Space.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

- A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
- B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).
- C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

- A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.
- B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed pursuant to a separate agreement. In the event future upgrades are required, the Lessor shall bear all costs associated with the upgrade.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (SEP 2013)

The Lessor is responsible for providing all utilities necessary for Premises and tenant operations. The following services, utilities, and maintenance shall be provided by the Lessor seven (7) days per week, twenty-four (24) hours per day, including Saturday, Sunday and federal holidays. (check all that apply):

☒ HEAT	☒ TRASH REMOVAL	☒ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☒ OTHER (Specify below)
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING	☒ PAINTING FREQUENCY	Resilient Floors: Twice
☐ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency: Twice per year		per year clean resilient
		all interior and exterior and		floors per the
		other glass surfaces		specifications in main
☒ WATER (Hot & Cold)	☒ RESTROOM SUPPLIES	☒ CARPET CLEANING	Space see 4.06 below	corridors and heavy
☐ SNOW REMOVAL	☒ SECURITY & FIRE MONITOR- ING SERVICE	Frequency: Annually	Public Areas see 4.06	traffic areas and
		shampoo carpets in	below	annually in offices and
		corridors and lobbies and		secondary lobbies and
		Every two years shampoo		corridors
		carpets in all offices and		
		other non-public areas.		
	☒ JANITORIAL SERV & SUPP.			

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times at no cost, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed while CBP Officers are present. CBP's normal hours of operation are from 8:00 AM to 5:00 PM, but will be based on the aircraft flight schedule and on an as needed basis.

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with Paragraph 2.15, Compliance with Applicable Law. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 MAINTENANCE OF PROVIDED FINISHES

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is not "like new". All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every four (4) years.
2. Lessor shall perform cyclical repainting of the Premises every eight (8) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, shall be at the Lessor's expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents.

B. Carpet and flooring.

1. The Lessor shall repair or replace flooring at any time during the Lease term when:
 - (i) Backing or underlayment is exposed;
 - (ii) There are noticeable variations in surface color or texture;
 - (iii) Carpet has curls, upturned edges, or other noticeable variations in texture;
 - (iv) Tiles are loose; or,
 - (v) Tears or tripping hazards are present.
2. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Premises every ten (10) years with a product which meets the requirements in the CBP Standards.

Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary, at the Lessor's expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents. Work shall be performed after the normal hours as established elsewhere in this Lease.

4.07 **SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)**

This paragraph applies to all recipients of SBU Building information, including: bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. **MARKING SBU.** Contractor-generated documents that contain Building information must be reviewed by CBP to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. **AUTHORIZED RECIPIENTS.** Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with CBP. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to CBP or performing work under a CBP contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. **BY ELECTRONIC TRANSMISSION.** Electronic transmission of SBU information outside of the CBP firewall and network must use session (or, alternatively, file) encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. **BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES.** Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. **By mail.** Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. **In person.** Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. **RECORD KEEPING.** Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum:

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. **RETAINING SBU DOCUMENTS.** SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. **DESTROYING SBU BUILDING INFORMATION.** SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.htm#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. **NOTICE OF DISPOSAL.** The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO in writing at the completion of the Lease term.

G. **INCIDENTS.** All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. **SUBCONTRACTS.** The Contractor must insert the substance of this paragraph in all subcontracts.

4.08 INDOOR AIR QUALITY (SEP 2013)

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours' advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

4.09 HAZARDOUS MATERIALS (ON-AIRPORT) (SEP 2013)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators).

1. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and in accordance with 2.18, Failure in Performance.

4.10 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 IDENTITY VERIFICATION OF PERSONNEL

- A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to the Premises. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system. Lessor compliance with sub-paragraphs below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.
- C. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to the Premises.
- D. Upon request, the Lessor will notify the Government whether it will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Premises for a period greater than six (6) months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space or, in consultation with the Lessor, reasonably allow such employees, contractors, and subcontractors access to the Premises without such fingerprinting and background investigation if escorted at all times by a Lessor's contractor/personnel who has successfully undergone such fingerprinting and has a current background investigation.

MANUAL PROCESS

The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (LCO) (or the LCO's designated representative) within thirty (30) days from receipt of the forms.

ELECTRONIC PROCESS

- A. The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Management Electronic Questionnaire (e-QIP).
- B. The contractor/personnel will have up to seven (7) business days to login and complete the e-QIP for the background investigation.
- C. The contractor/personnel will be instructed to access the website, and will receive on screen instructions which include but are not limited to:
 - 1. How to Log In;
 - 2. How to Answer and Create New Golden Questions;
 - 3. What Additional Documents to Send;
 - 4. How to Print and Sign two Signature Forms (Certification That My Answers Are True);
 - 5. How to complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process; and
 - 6. Where to Send.
- D. The Lessor must ensure prompt input, and timely receipt of the following, from its contractor/personnel:
 - 1. Two (2) FBI Fingerprint Cards (Form FD-258) or one (1) card produced by a livescan device;
 - 2. Certification That My Answers Are True; and
 - 3. Authorization for Release of Information.
- E. The Lessor must ensure the LCO (or the LCO's designated representative) has all of the requested documentation to ensure the completion of the background investigation.
- F. Based on the information furnished, the Government will conduct background investigations of the contractor/personnel. The LCO will advise the Lessor in writing if a contractor/personnel fails the investigation, and, effective immediately, the individual will no longer be allowed to work or be assigned to work in the Premises. Provided however, the foregoing provisions of this subsection shall not apply to individuals under escort by a Lessor's contractor/personnel who has successfully undergone fingerprinting and has a current background investigation.
- G. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Premises. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for contractor/personnel who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every contractor/personnel on a five

(5) year basis. Provided however, the foregoing provisions of this subsection shall not apply to individuals under escort by a Lessor's contractor/personnel who has successfully undergone fingerprinting and has a current background investigation.

5.02 SECURITY

The Lessor shall ensure that the Premises conform to Department of Homeland Security and Customs and Border Protection Minimum Security Requirements, as well as the Physical Security Criteria for Federal Facilities established by the Interagency Security Committee.

5.03 LIABILITY

- A. The Lessor may seek remedy for claims against the Government in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et. seq.
- B. The Lessor shall save harmless and indemnify the Government from any claimed or adjudged liability arising out of the maintenance of the Premises.

5.04 AVAILABILITY OF FUNDS

In accordance with 31 U.S.C. § 1341 and 41 U.S.C. § 11, and other applicable federal laws, CBP's liability under this Lease and every term and condition herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. Nothing in this Lease may be construed or interpreted to obligate the Government to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations, nor does this Lease obligate the Government to spend funds for any particular project or purpose, even if funds are available.

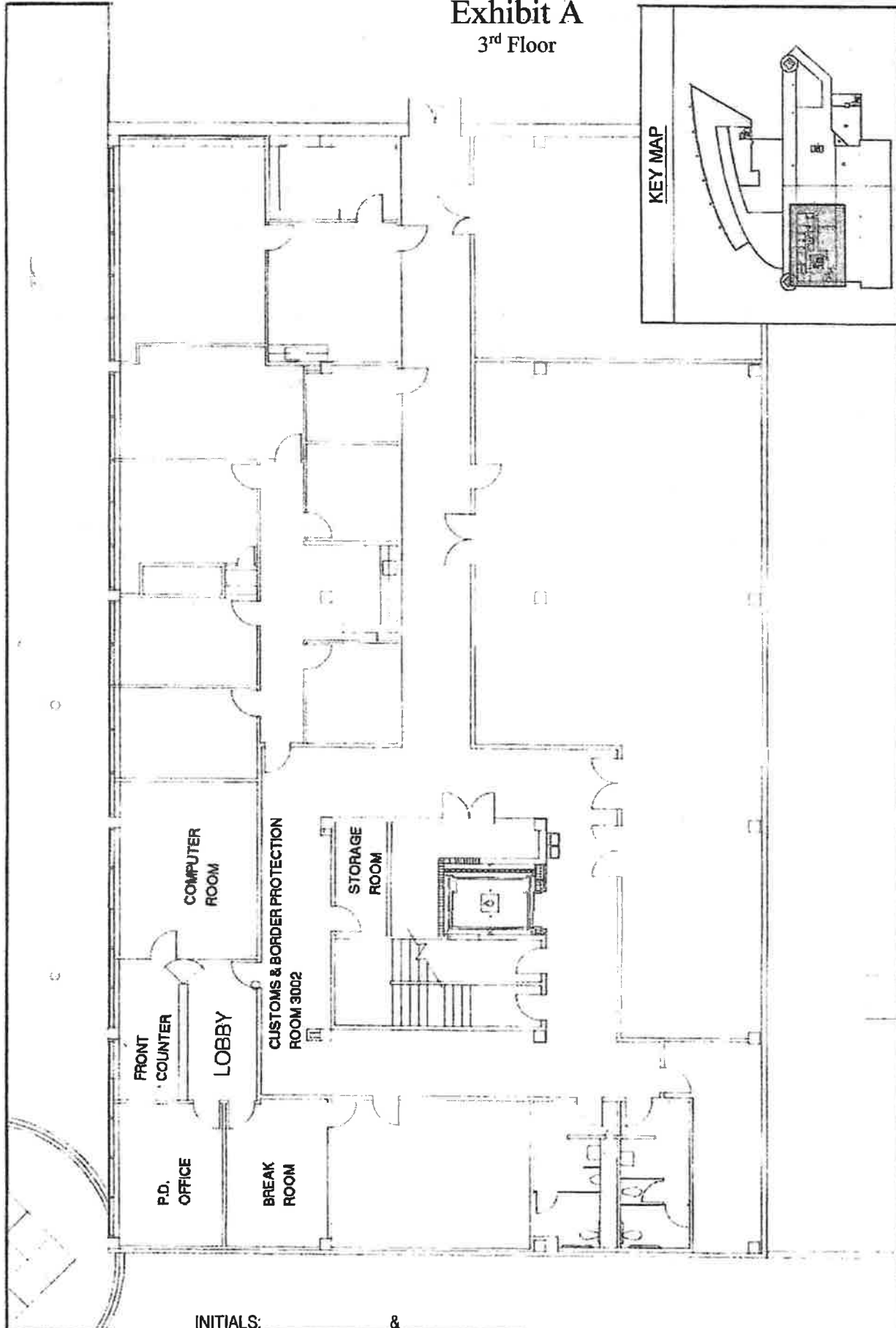
5.05 SOVEREIGN IMMUNITY

Nothing in this Lease constitutes or can be construed as a waiver of sovereign immunity.

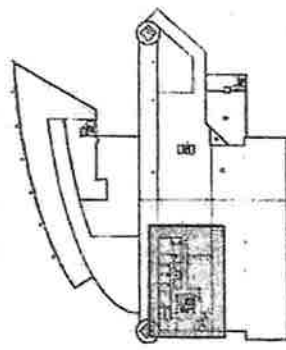
5.06 NO PRIVATE RIGHT OR BENEFIT CREATED

The parties agree that this Lease is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by an outside party against either the Lessor or the Government.

Exhibit A
3rd Floor



KEY MAP



 Rick Husband Amarillo
International Airport
Amarillo, Texas

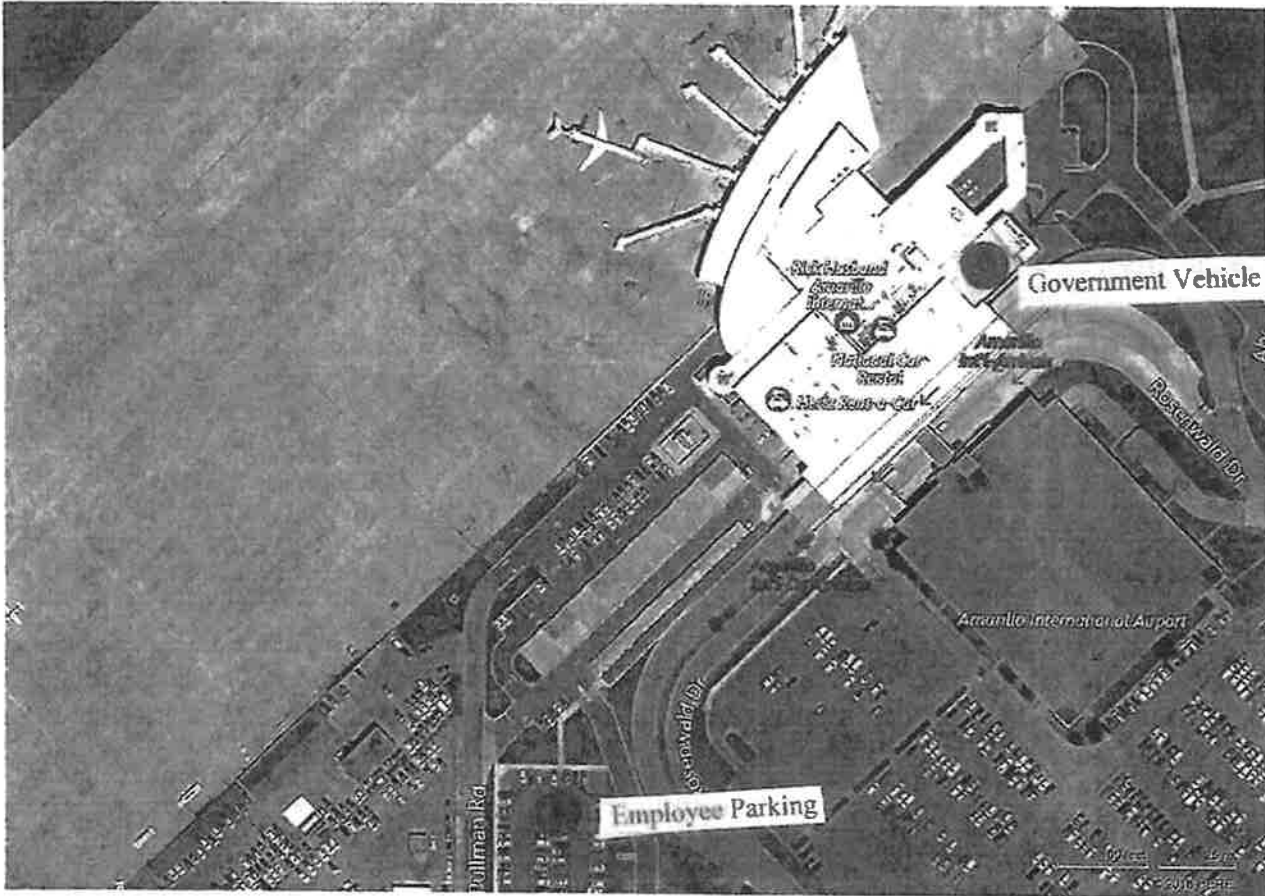
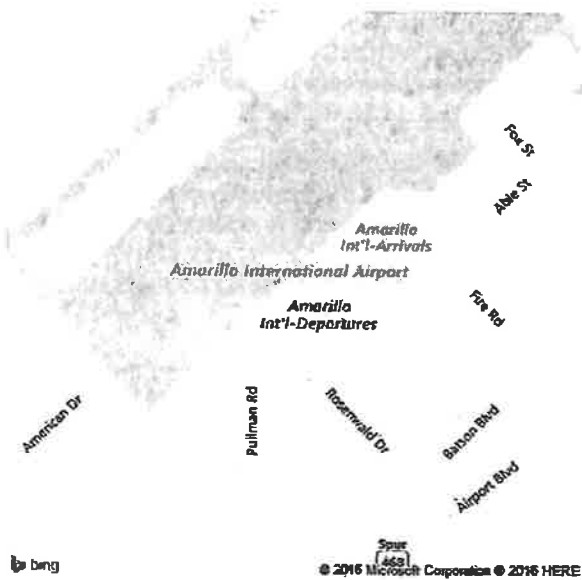
3rd Floor



INITIALS: _____ & _____
LESSOR GOVERNMENT

Exhibit B

Notes



INITIALS: _____ & _____
LESSOR GOVERNMENT

Exhibit C

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number HSBP-7116-L- DA0663	Dated
--	---	--------------

Complete appropriate boxes, sign the form, and attach to offer.
The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).

(2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
 - (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- ☐ Registration Active and Copy Attached

2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that---
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
 - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—
 - (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

INITIALS: _____ & _____
LESSOR GOVERNMENT

Exhibit C

have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	Signature	Date

INITIALS: _____ & _____
LESSOR GOVERNMENT

Amarillo City Council

Agenda Transmittal Memo



H



Meeting Date	Dec 12, 2017	Council Priority	N/A
Department	Fleet Services		
Contact	Glenn Lavender, Fleet Services Superintendent		

Agenda Caption
CONSIDER purchase of replacement vehicle for Waste Water Collection Division

Agenda Item Summary
Scheduled replacement of unit 6476, 2005 IHC Sewer Cleaning Truck used by the Waste Water Collection Division. This vehicle will be used for daily operational requirements to maintain sanitary sewer systems throughout the City. Vehicle has exceeded its useable life span and is in need of major repairs.

Requested Action
Recommend approval of Sanitary Sewer Cleaning truck purchased through Freightliner of Austin. This is a Buy Board Contract Purchase using contract number 521-16

Funding Summary
Funding for this purchase will be from 61120.84100, Fleet Services Auto Rolling Stock. Cost \$354,131.00, remaining balance \$4,863,864.00

Community Engagement Summary
N/A

Staff Recommendation
Staff recommends the approval of the purchase of replacement vehicle using Buy Board contract.

Bid No. 5945 TRUCK/SEWER BASIN CLEANER
Opened 4:00 p.m. December 4, 2017

To be awarded as one lot		FREIGHTLINER OF AUSTIN
Line 1 Class 8 trucks scheduled replacement unit 6476, per specifications		
1 ea		
Unit Price	\$354,131.000	
Extended Price		354,131.00
Bid Total		354,131.00
Award by Vendor		354,131.00

I



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	12/12/17	Council Priority	High
Department	Information Technology		
Contact	Rich Gagnon		

Agenda Caption

Award - Telecommunications Service
AMA Techtel -- \$79,500.00

Agenda Item Summary

Under the terms of this agreement AMA Techtel will upgrade the network speed of the City’s internet service and provide dynamic failover to prevent an internet outage at fiber connected facilities downtown. This contract is for a term of 36-months.

Requested Action

Approval of award to AMA Techtel the total amount of \$79,500.00 over a 36-month term.

Funding Summary

Funding will come from account 62032.61100. This upgrade represents an annual net increase of \$14,800.00.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this award.

Bid No. 5956 NETWORK SERVICES FOR DOWTOWN INTERNET UPGRADE
Opened 4:00 p.m. December 4, 2017

AMIA TECH TELL
COMMUNICATIONS

To be awarded as one lot

Line 1 Web access, internet service
provider move Att ase connection and
upgrade to 500mb, per specifications

36 ea

Unit Price
\$2,200.000

Extended Price
79,200.00

Line 2 Web access, internet service
provider installation, per specifications

1 ea

Unit Price
\$300.000

Extended Price
300.00

Bid Total

79,500.00

Award by Vendor

79,500.00

J



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 12, 2017	Council Priority	Long-Term Plan for Infrastructure
Department	Radio Communications		
Contact	Kevin Starbuck, Assistant City Manager		

Agenda Caption

CONSIDER APPROVAL OF A RADIO TOWER SITE LAND LEASE AGREEMENT WITH SOUTH PLAINS COMMUNICATIONS

Agenda Item Summary

The Land Lease Agreement between the City of Amarillo and South Plains Communications is for the placement of a radio communications tower on a parcel of City property approximately 650 feet by 650 feet (10 acres) located at 16700 Bezner Road (southeast corner of the City of Amarillo Shooting Complex).

Requested Action

Request approval of a 30-year Radio Tower Site Land Lease Agreement between the City of Amarillo and South Plains Communications. South Plains Communications will erect a 400’ guyed tower at the location to primarily support public safety radio communications for Potter County. The site will be integrated with the City of Amarillo’s NEXGEN Radio Communications System providing enhanced coverage and interoperability for the City of Amarillo and Potter County.

Funding Summary

South Plains Communications will compensate the City \$3,000 annually under the land lease agreement. In addition, the site will provide enhanced radio system coverage and interoperability for the City of Amarillo and Potter County as part of the NEXGEN Radio Communications System.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the Radio Tower Site Land Lease Agreement.

**SOUTH PLAINS COMMUNICATIONS RADIO TOWER SITE
LAND LEASE AGREEMENT**

THIS RADIO TOWER SITE LAND LEASE AGREEMENT ("Lease") is made and entered into to be effective when fully executed by all parties, by and between the City of Amarillo ("Lessor") and South Plains Communications ("Lessee").

ARTICLE 1. PREMISES. Subject to the terms and conditions set forth herein, Lessor grants to Lessee, the right to erect a radio communications tower and equipment building on the real property owned by Lessor in Amarillo, Texas located at 16700 Bezner Road, Amarillo, TX 79119, described as a parcel of land approximately 650 feet by 650 feet (approximately 10 acres) out of a 163.6 acre tract of land filed of record under Volume 1443, Page 376, of the Potter County Deed Records, (collectively, the "Premises"). Lessee acknowledges and agrees that it has inspected the Premises and accepts the Premises in its present condition as suitable for Lessee's intended use.

Lessor covenants that it will place the Lessee in possession of the premises free from all claims of any or all parties in possession and of third parties claiming rights in and to the use of premises, and the Lessor has a good and clear title to the conveyed premises. Lessor warrants against the claims for all persons to the leasehold interest of the Lessee. Any person or entity executing the Lease as an agent for the Lessor shall attach to this Lease sufficient evidence or authority to act in the capacity described.

ARTICLE 2. USE. The Premises will be used by Lessee solely for the purpose of providing Tower service necessary for the efficient operation of Lessee's business.

Lessee shall be responsible for obtaining all permits, licenses and approvals required for the maintenance and operation of the Tower. Lessee shall pay all costs of construction and installation of the Tower and shall permit no liens to attach to the Lessor's interest in the Premises. All such work shall be completed in accordance with the Lessee's plans and in a good and workmanlike manner. Lessee may not install signs upon the Premises without prior written, approval of Lessor.

During the Term of this Lease, the Tower shall be and remain the exclusive property of the Lessee. Provided Lessee is not then in default hereunder, upon termination of the Lease, Lessee shall have the right, at its expense, to remove the Tower from the Premises. Lessor may, at its option, require Lessee to remove the Tower from the Premises at Lessee's cost, within one hundred twenty (120) days after termination of this Lease, Lessee shall repair any damage to the Premises caused by the removal of any of the Tower.

Lessor may enter and inspect the Premises at any time during reasonable business hours to

ascertain the condition of the Premises and Lessee's compliance with the terms of this Lease.

ARTICLE 3. TERM. The term of this lease is for 30 years, \$3,000 per year due by the 31st of January of each year, beginning on January 1, 2018 and ending on January 1, 2048. The period ("Term") of this Lease will commence on the completion of the signatories and will terminate on January 1, 2048, unless sooner terminated as provided herein. The term of this lease is for 30 years beginning on January 1, 2018 and ending on January 1, 2048. At the expiration of said term, the lease will expire unless the tenant gives a written notice at least 15 days before the termination date of the lease. The lease will automatically be renewed for periods of one year until either party notifies the other of its intention to terminate lease. Lease shall start on the date of the contract month at the commencement of this Agreement.

ARTICLE 4. ACCESS. Lessor grants to Lessee, for use only by Lessee, its authorized employees or engineers, and FCC inspectors or person under their direct supervision, a non-exclusive right of access and license over, under, upon and across the adjoining lands of Lessor, and rights of way or easements owned or leased by Lessor, to the Premises on a twenty-four (24) hourly daily basis, for (i) pedestrian and vehicular ingress and egress to and from the Premises; and (ii) the installation, operation and maintenance of necessary utilities for the Premises and the equipment. Such access will be over and lie within existing roads and/or roads hereafter established by Lessee with Lessor's consent, not to be unreasonably withheld or delayed. Lessee may improve the access roads at its sole expense by grading, graveling and/or paving. The Lessee's right to access shall automatically terminate upon termination of this Lease.

Lessor reserves the right, at Lessor's expense, to relocate the utility and access areas serving the Premises if Lessor determines such relocation is necessary or desirable to comply with applicable laws or to better accommodate farming and ranching operations, development, traffic circulation or other matters affecting the property of which the Premises are a part.

ARTICLE 5. MAINTENANCE. The Lessor shall keep the leased premises in good repair and condition during the Term of the lease. If Lessor does not maintain the premises and all access in reasonable good repair, reasonable wear and tear expected, Lessee shall notify Lessor in writing in reference to any maintenance problems. If within thirty (30) days after such notice has been delivered to Lessor, Lessor fails to take the necessary steps to remedy the grievances specified, Lessee may immediately terminate the lease.

ARTICLE 6. DEFAULT. If Lessee fails to comply with any provisions of this Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof from Lessor, Lessor may, at its option, terminate this Lease without affecting its right to recover all past due rentals and any other damages to which Lessor may be entitled. If any such default cannot reasonably be cured within thirty (30) days, lessee will not be deemed to be in default under this Lease if Lessee commences curing such default within the thirty (30) day

period and thereafter diligently pursues such cure to completion.

If Lessor fails to comply with any material provision of this Lease, and such failure is not cured within thirty (30) days after receipt of written notice thereof from Lessee, Lessee may, at its option, terminate this Lease without affecting its right to demand, sure for, and collect all of its damages arising out of Lessor's failure to comply. If any such default cannot reasonably be cured within thirty (30) days, Lessor will not be deemed to be in default under this Lease if Lessor commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

The rights and remedies stated in this Lease are not exclusive and the parties, in the event of a breach of this Lease or a dispute, are entitled to pursue any of the remedies provided in this Lease, by law, or by equity.

ARTICLE 7. TAXES. Lessor shall pay annually prior to delinquency all real estate taxes and assessments attributable to the property owned by Lessor.

ARTICLE 8. REQUIRED INSURANCE. Lessee shall, during the Term of this Lease require all third-party contactors retained by Lessee to perform work on the Premises to obtain and maintain in force in connection with such work on the Premises appropriate commercial general liability coverage insuring operations hazard, independent contractor hazard, contractual liability, and products and completed operations liability, bodily injury, personal injury and property damage liability, naming Lessor as an additional insured; and Worker's Compensation (statutory limits) and Employer's Liability insurance.

ARTICLE 9. ASSIGNMENT AND SUBLETTING. Lessee may not assign this Land Lease without the prior written consent of Lessor. Lessee retains the right to lease tower space to SPC customers.

ARTICLE 10. CONDEMNATION OR DESTRUCTION OF PREMISES. If any governmental, public body or other condemning authority takes, or if Lessor transfers in lieu of such taking, all or part of the Premises, thereby making it physically or financially infeasible for the Premises to be used in the manner intended by the Lease, Lessor and Lessee shall each have the right to terminate this Lease effective as of the date of the taking by the condemning party and rental shall be prorated appropriately. If only a portion of the Premises is taken, and neither Lessor nor Lessee elects to terminate this Lease under this provision, then the Lease shall continue but rental payments provided under this Lease shall abate proportionately as the portion taken which is not then usable by Lessee, and lessor shall make all necessary repairs and alterations to restore the portion of the Premises remaining to as near their former condition as circumstances will permit (at a cost not to exceed lessor's proceeds from the condemnation or transfer).

If the tower or the Premises are damage or destroyed, Lessee shall make its best efforts to restore the Premises and tower to a suitable condition for continued operation in a timely manner.

ARTICLE 11. NOTICE. All notices or demands are deemed to have been given or made when delivered in person, or upon deposit in the U.S. mail by certified, registered, or express mail, return receipt requested, postage prepaid, or upon receipt by facsimile or other similar transmission, and addressed to the applicable party as follows:

LESSOR: CITY OF AMARILLO
Attn: Kevin Starbuck, Assistant City Manager
P.O. Box 1971
Amarillo, Texas 79105-1971
kevin.starbuck@amarilo.gov
806-378-3077 (Office)

LESSEE: SOUTH PLAINS COMMUNICATIONS
Attn: Matt Reid
5811 W. 34th
Lubbock, TX 79407
mattreid@sbcglobal.net
806-795-5823 (Office)

ARTICLE 12. ENTIRE AGREEMENT AND BINDING EFFECT. This Lease and the attached exhibits constitute the entire agreement between Lessor and Lessee; no prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the parties hereto. Captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

ARTICLE 13. GOVERNING LAW. This Lease shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have entered into this Lease as of the date hereinafter set forth.

CITY OF AMARILLO:

SOUTH PLAINS COMMUNICATIONS:

By: _____
Jared Miller
City Manager
Date: _____

By: *Matthew Reid*
Name: Matt Reid
Title: Vice President of operations
Date: 12-7-2017

ATTEST:

By: _____
Frances Hibbs
City Secretary

Amarillo City Council Agenda Transmittal Memo



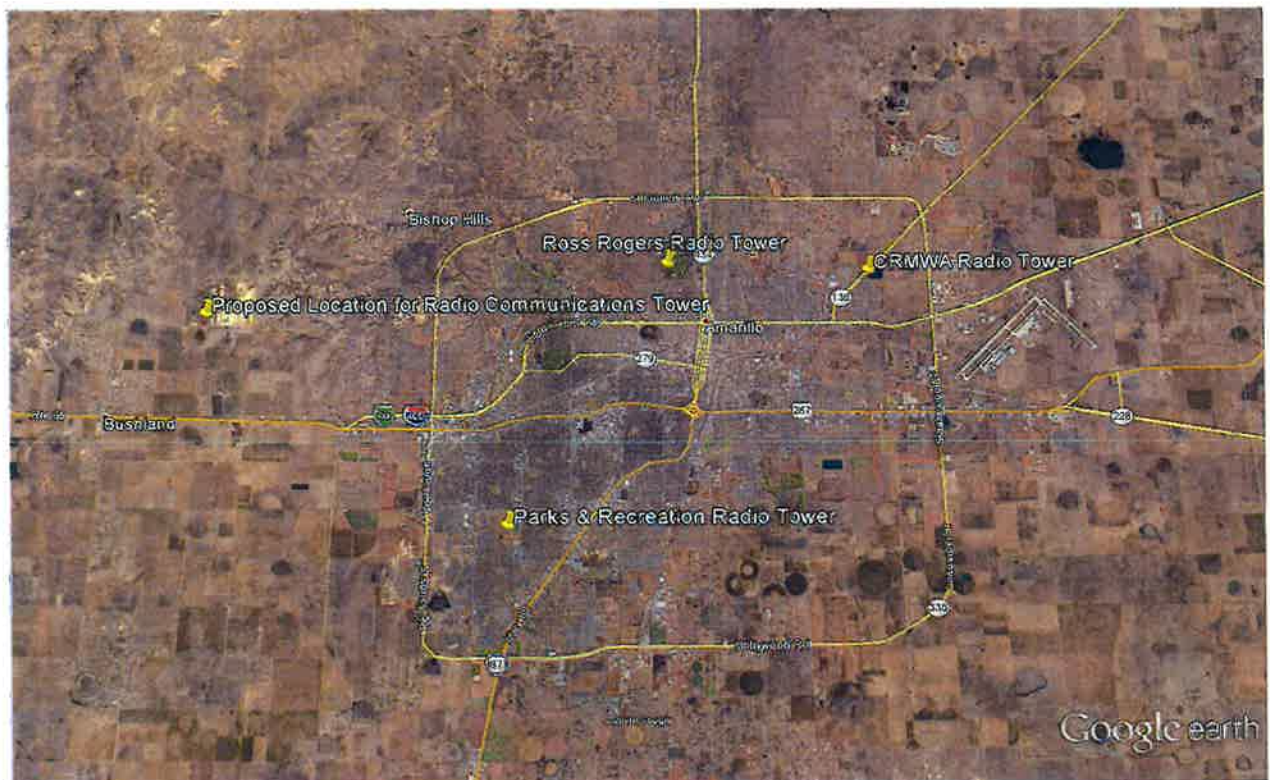
Diagram 1: The proposed location for the South Plains Communications radio tower is on the southeast corner of the Amarillo Shooting Complex property. The diagram depicts the approximate location for the 400' guyed tower on the Amarillo Shooting Complex property (in blue) and the relation to the City of Amarillo Landfill (in yellow).



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Diagram 2: Depiction of the proposed South Plains Communications radio tower in relation to the three radio tower sites that form the core of the City of Amarillo NEXGEN Radio Communications System. The Amarillo Shooting Complex site will be fully integrated with the City system providing enhanced coverage and interoperability for the City of Amarillo and Potter County.





Amarillo City Council

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Meeting Date	December 12, 2017	Council Priority	Community Appearance
Department	Planning		
Contact	AJ Fawver		

Agenda Caption

Vicinity: SW 45th Ave. & Katharina Ct.

PRESENTATION AND CONSIDERATION of Rezoning of Tract 10, Block 1, Eberstadt & Brock Unit No. 1, in Section 185, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from General Retail (GR) to Light Commercial (LC).

Agenda Item Summary

Staff’s analysis of zoning change requests begins with referring to the Comprehensive Plan’s Future Land Use and Character Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan’s recommended Neighborhood Unit Concept (NUC) of development whereby non-residential land uses are encouraged at section-line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers the principles and recommendations laid out within the Comprehensive Plan, as well existing zoning and development patterns in the area.

LC land uses can allow for several higher intensity uses such as but not limited to Dyeing/Laundry Plant, Receiving Center for Recyclable Items, Automobile Repair Garage/Body Rebuilding Shop, Milk Depot or Dairy Plant, and Laboratory Manufacturing. LC Uses that can be allowed with Special Use Permits can include but not limited to Petroleum Collecting and Storage Facilities, Sewage Treatment Plants, Recycling Collection Facility, and Rodeo Grounds.

This rezoning request is, at first glance, consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which designates this area for a future “general commercial” land use. However, upon closer examination, the Comprehensive Plan states that the development type in this “general commercial” designation should be that associated with a wide range of commercial retail and service uses at varying scales and intensities that often have an auto oriented character – as in, located along a major corridor. The lot in question is located along the portion of SW 45th Avenue that is not an arterial road, but rather, simply a residential street. Upon further examination, this represents inconsistency with the future land use classification as it is defined in the adopted plan.

The Neighborhood Unit Concept is also a key piece of the adopted plan (Strategy 4, Page 2.22) in which zoning transitions from areas of higher density at section line corners to areas of lower density toward the center of the section. This concept of development ensures that commercial areas will have less of an impact to residential areas. This rezoning request does not follow the Neighborhood Unit Concept as the arterial designated road (Hardin Drive) dips southward towards SW 46th Avenue (away from SW 45th Avenue west of this lot).

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The adopted Comprehensive Plan contains a number of action strategies that are to be followed when making decisions about land use, development, and other community elements. One of these strategies is “Protection from Encroachment” (Strategy 11, Page 2.24) which is used to secure neighborhood integrity against incompatible land uses such as Light Commercial Zoning near a residentially zoned neighborhood. The requested zoning change would create incompatible land uses which could alter the area character, directly contradicting the Comprehensive Plan. Page 6.23 of the Plan also cautions that quality neighborhoods have “compatibility of fringe or adjacent uses, or measures to buffer the neighborhood from incompatible development.” This location is on the fringe of two neighborhoods, one to the north/northeast and another to the south/southeast. The proposal would result in a fringe/adjacent use that is not compatible. It also intensifies the existing GR buffer zone, arguably weakening that buffer.

This rezoning request is also inconsistent with the current pattern of development and zoning located adjacent to SW 45th Avenue. The current GR zoning along this nearby portion of SW 45th Avenue allows for a transition into the existing neighborhood and protection from a more intensive commercial use that already exists to the west for the established street that currently has existing residences along it toward the east. Light Commercial allows for several higher intensity uses such as but not limited to Dyeing/Laundry Plant, Automobile Repair Garage/Body Rebuilding Shop, Milk Depot or Dairy Plant, and Laboratory Manufacturing. These uses are not allowed in GR.

In summary, this rezoning request is not supported by any of the criteria examined by staff as part of every rezoning request.

In this instance, another issue is that staff finds an approval of the request would constitute spot zoning, defined as ***“the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners.”***¹ A 1981 Texas Supreme Court Case “*City of Pharr v. Tippitt*”, it defines spot zoning based on 5 criteria. In collaboration with the City Attorney’s office, a short analysis of this case in light of those five criteria is presented below.

1. Would granting the change disregard the zoning ordinance or long-range master plans and maps that have been adopted by ordinance? *Yes, the change would disregard the adopted long-range master plan (Amarillo Comprehensive Plan) and the compatibility established in the use table, which places this use as allowed by right only in Light Commercial zoning and above.*
2. The nature and degree of an adverse impact on surrounding properties; i.e. is the change substantially inconsistent with surrounding properties? *Yes, this proposed change is substantially inconsistent with the surrounding properties that are zoned GR and allowed by right in GR, as well as the MF-1 zoned residential areas to the south and northeast.*
3. Is the use of the property as presently zoned suitable or unsuitable? *The property as presently zoned, while not ideal, is more suitable than the proposal.*
4. Does the rezoning ordinance bear a substantial relationship to the public health, safety, or general welfare? *The rezoning is not being pursued in conjunction with the public health, safety or welfare. Based on the adopted city plans and ordinances, it would arguably be in conflict with these.*

¹ Anderson's American Law of Zoning, 4th Edition, § 5.12 (1995).

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5. Have there been justifiable changes in conditions? *The zoning conditions in this area have been established since at least the early 1970s, according to research. No zoning changes have taken place in this vicinity since 1979.*

Requested Action

The applicant is requesting the Rezoning of Tract 10, Block 1, Eberstadt & Brock Unit No. 1, in Section 185, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from General Retail (GR) to Light Commercial (LC) in order to build metal mini storage buildings that are not allowed in General Retail (GR).

Funding Summary

N/A

Community Engagement Summary

Level 1 - The item was distributed to all applicable internal and external entities. Notices have been sent out to 22 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request.

The item was recommended for approval by 4:2 vote of the Planning and Zoning Commission at its November 13, 2017 public meeting.

City Manager Recommendation

Planning Staff has reviewed the associated ordinance and exhibit and recommends the City Council **deny** the item as submitted.

ORDINANCE NO. 7701

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SOUTHWEST FORTY FIFTH AVENUE AND KATHARINA COURT, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has held public hearings on proposed zoning changes on the property hereinafter described and has filed its final recommendation and report on such proposed zoning changes with the City Council; and,

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1. The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of Tract 10, Block 1, Eberstadt & Brock Unit No. 1, in Section 185, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from General Retail (GR) to Light Commercial (LC).

SECTION 2. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

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

SECTION 4. This ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the ____ day of December, 2017 and PASSED on Second and Final Reading on this the _____ day of December, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Looking from SW 45th Ave at the proposed rezoning tract that is currently zoned General Retail (GR).



Looking northwest down SW 45th Avenue across from the subject property towards at Dance Studio
(Allowed by right in GR)



Looking southwest down SW 45th Avenue at residential homes (Zoned Multiple Family District 1 (MF-1))



Looking directly across SW 45th Avenue from the subject property down the residential alley.



Looking northwest down SW 45th Avenue across from the subject tract at a daycare center (Allowed by right in GR)



Looking south down Ida Louise Court across the street and southwest of the subject property



Looking southwest from the subject property towards SW 45th Avenue and Hardin Drive.



Looking south across SW 45th Avenue towards the residential area zoned MF-1.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 12, 2017	Council Priority	Community Appearance
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Department	Planning Department	Contact Person	AJ Fawver
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Agenda Caption

Vicinity: W Amarillo Blvd and Plum Creek Dr.

Rezoning of 1.536 acre of a tract of land situated in Section 10, Block 9, BS&F Survey, Abstract No. 136, City of Amarillo, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 55 with amendments B, C, G and Y (PD-55BCGY) and PD-55TY to General Retail (GR).

Agenda Item Summary

Staff’s analysis of zoning change requests begins with referring to the Comprehensive Plan’s Future Land Use and Character (FLUC) Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan’s recommended Neighborhood Unit Concept (NUC) of development whereby non-residential land uses are encouraged at section-line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers the principles and recommendations laid out within the Comprehensive Plan, as well existing zoning and development patterns in the area.

The Neighborhood Unit Concept is also a key piece of the adopted plan, in which zoning transitions from areas of higher density at section line corners to areas of lower density toward the center of the section. This concept of development ensures that commercial areas will have less of an impact to residential areas. This lot is situated beside residential to the West, General Retail to the South West and PD-55 on all other sides which has many commercial uses. Therefore, staff believes this property is in compliance with the NUC development pattern since it will create a transition zone between higher intensity uses and lower intensity uses.

This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which designates this area for a future “business park” land use. The Comprehensive Plan states that the development type in this designation should be that associated with office, medical, and technology/research uses with commercial retail uses to serve local workers and visitors.

The adopted Comprehensive Plan contains a number of action strategies that are to be followed when making decisions about land use, development, and other community elements. These include:

- Encourage infill development to achieve more efficient utilization of the City’s existing resources and infrastructure. *(page 3.3, Growth Management & Capacity).*
- Promote infill development of various types as appropriate areas to reduce urban sprawl and duplication of public services thereby saving tax dollars. *(page 3.3, Growth Management & Capacity).*

The requested zoning change would create a transition for the NUC pattern between Planned

Amarillo City Council

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Development District 55 (PD-55) zoning in the West and the Residential Zoning in the East. This zoning change would allow for future development to be able to take place in accordance with the Future Land Use and would allow for

Requested Action

The applicant is requesting a change in zoning from PD-55 to GR to allow an auto parts store.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 4 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received 0 comments regarding this request.

The item was recommended for approval by 6:0 vote of the Planning and Zoning Commission at its November 27, 2017 public meeting.

City Manager Recommendation

Planning Staff has reviewed the associated ordinance and exhibit and recommends the City Council approve the item as submitted.

the auto parts store to be able to be implemented.

ORDINANCE NO. 7702

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF WEST AMARILLO BLVD AND PLUM CREEK DRIVE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has held public hearings on proposed zoning changes on the property hereinafter described and has filed its final recommendation and report on such proposed zoning changes with the City Council; and,

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1. The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of 1.536 acre of a tract of land situated in Section 10, Block 9, BS&F Survey, Abstract No. 136, City of Amarillo, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 55 with amendments B, C, G and Y (PD-55BCGY) and PD-55TY to General Retail (GR).

BEGINNING at an X cut found at the northeast corner of Lot 2-J, Block 27 of the Westcliff Park Unit No. 48, an addition to the City of Amarillo as recorded in Volume D, Page 162 (P.R.P.C.T.), said point being on the northwesterly right-of-way line of Interstate Highway 40 Business (a 200' right-of-way, deed of record not found);

THENCE, departing the northwesterly right-of-way line of Interstate Highway 40 Business, North 70 degrees 07 minutes 40 seconds West a distance of 391.92 feet along the northeasterly line of said Lot 2-J to a point at the northwest corner of said Lot 2-J from which a 1/2 inch iron rod found with plastic cap stamped "Furman" bears South 23 degrees 08 minutes 47 seconds West a distance of 0.98 feet;

THENCE, North 19 degrees 43 minutes 26 seconds East a distance of 163.76 feet to a 1/2 inch iron rod found with plastic cap stamped "Furman";

THENCE, South 70 degrees 21 minutes 46 seconds East a distance of 422.02 feet to a 1/2 inch iron rod found with plastic cap stamped "Furman" on the northwesterly right-of-way line of the aforementioned Interstate Highway 40 Business and being the beginning of a non-tangent curve to the left having a delta angle of 02 degrees 08 minutes 14 seconds, a radius of 4,507.46 and being subtended by a chord which bears South 30 degrees 02 minutes 06 seconds West a distance of 168.13 feet;

THENCE, along the northwesterly right-of-way line of said Interstate Highway 40 Business and said curve to the left an arc distance of 168.14 feet to the POINT OF

BEGINNING and containing 66,897 Square Feet or 1.536 Acres of land, more or less.

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NORTH ZONE (4201 NAD 83).

SECTION 2. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

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

SECTION 4. This ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the ____ day of December, 2017 and PASSED on Second and Final Reading on this the _____ day of December, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

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19I

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19K

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19Q

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19X

Rezoning of 1.536 acre tract of land in Section 10, Block 9 BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 55 with amendments B, C, G, and Y (PD-55BCGY) and PD-55TY to General Retail (GR).

Vicinity: W Amarillo Blvd. & Plum Creek Dr.

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.

PD-55BCG

TR1

PLUM CREEK DR

PD-55R

1A

PD-55BCGY

2B

PD-55TY

200' NOTICE AREA

PD-55X

PD-55PY

FAGGOSA RD

W AMARILLO BLVD

GR

R-1/S-24

UNPLATTED

Block Numbers: 1, 2, 27

Legend

- Proposed Rezoning
- 200' Notice Area
- Block Numbers
- Platted Parcel
- Zoning Boundary

Zoning Classifications

- GR General Retail
- MF-1 Multiple Family 1
- PD Planned Development
- R-1 Residential District 1

Rezoning of 1.536 acre tract of land in Section 10, Block 9 BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 55 with amendments B, C, G, and Y (PD-55BCGY) and PD-55TY to General Retail (GR).

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 12, 2017	Council Priority	Best Practices
Department	Environmental Health		
Contact	Shaun May (Director of Environmental Health) and Anthony Spanel (Environmental Health Supervisor)		

Agenda Caption

PRESENTATION AND CONSIDERATION OF ORDINANCE NO. _____

Agenda Item Summary

This is the first reading of an ordinance to update and amend Amarillo City Ordinance Chapter 8-5 – Public Health. The updates and amendments are designed to 1) eliminate conflicts and redundancies by fully adopting the Texas Food Establishment Rules (TFER); 2) Reduce the regulatory burden; 3) update the permitting and inspection process for Mobile Food Units; 4) update Food Establishment closure policy and enforcement remedies; 5) improve transparency and communication with the public regarding Food Establishment inspection reporting.

Requested Action

This is the first comprehensive update to the City’ ordinances related to Food Establishment rules and regulations since 2000. The goal is to improve the overall level of Food Safety within Amarillo. Environmental Health is requesting consideration and approval of the proposed updates and amendments by ordinance.

Funding Summary

N/A

Community Engagement Summary

Level 3 Impact. Level 3 is defined as “High Impact on select area and/or community group”. The following community engagement activities have been completed:

- At least bi-weekly meetings with Panhandle Restaurant Association (PRA) representatives from May 2017 through August 2017.
- May 25, 2017 - met with PRA leadership and City Director of Utilities to discuss improvements to City’s Grease Trap Program
- August 14th -18th – media blitz: social media, City and department web pages, press release, media interviews (1 radio appearance, 6 television appearances, and 3 newspaper articles).
- Utilized EH Food Establishment Listserv to invite all Food Establishment permit holders to community engagement meetings
- Community Workshops (all held at the Amarillo Civic Center, Regency Room B)
 - August 18, 2017 – 20 attendees
 - August 19, 2017 – 10 attendees
 - August 23, 2017 – 50 attendees
- August 22, 2017 - PRA Board of Directors Meeting on regarding ordinance changes. We received full support from the PRA Board.

Amarillo City Council

Agenda Transmittal Memo



-
- September 11, 2017 - PRA leadership and City Director of Utilities to discuss improvements to City's Grease Trap Program.
 - October 18, 2017 - PRA General Membership meeting to discuss Director of Utilities grease trap program, Fire Marshall new inspection fees, and EH food safety ordinance updates. (15 attendees)
 - November 7, 2017 - Bi-City-County Public Health District Board of Health. Proposed ordinance updates and amendments were unanimously approved by the Board.

Solicitation of Expert commentary

- Received and implemented feedback from Mr. Matt Gellar, President of the National Food Truck Association, on the updates to the mobile food unit ordinances.
- Consulted with City of Amarillo Planning and Zoning, Building Safety, and Office of the Fire Marshal.
- Received and implemented feedback from Environmental Health colleagues across Texas (sister cities with populations greater than 200,000) and the nation (North Carolina, Florida, Alabama, and Kentucky primarily).

Staff Recommendation

Staff is requesting approval of the proposed updates and amendments to Amarillo City Ordinance Chapter 8-5 – Public Health.

11/27/2017

ORDINANCE NO. 17C3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 8-5, ARTICLES I, II, and IV; ADOPTING ADDITIONAL STATE LAWS REGARDING PUBLIC HEALTH; AMENDING THE HEALTH AUTHORITY'S DUTIES; MODIFYING THE ENVIRONMENTAL HEALTH FEE SCHEDULE AND FOOD ESTABLISHMENT SCORING SYSTEM; PROVIDING A VARIANCE PROCEDURE FOR A FOOD ESTABLISHMENT PERMIT; ADDING MOBILE FOOD UNIT AND CHARITABLE FEEDING REGULATIONS; STATING ENFORCEMENT PROVISIONS AND PENALTIES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City Council for the City of Amarillo previously enacted Ordinance Number 6481, the Public Health Ordinance, enacted May 23, 2000, for the purpose of establishing uniform requirements for public health and sanitation and providing for the general welfare and safety of the persons in the community;

WHEREAS, after a review of Ordinance Number 6481 as well as current state and federal laws and regulations governing public health concerns, the City staff recommends modifications, amendments, and additions to such Ordinance in order to conform with those current laws and regulations;

WHEREAS, the Bi-City-County Health Board reviewed such recommendations and found such modifications, amendments, and additions to the Public Health Ordinance were necessary to protect the public health, safety, and welfare of persons for public health reasons; and

WHEREAS, the Amarillo City Council, after considering staff and Bi-City-County Health Board recommendations as well as all matters presented, determines that the recommended changes are in the best interest of the City and its citizens and will promote the health, safety, and welfare of the citizens of Amarillo and the general public.

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

SECTION 1. The Amarillo Municipal Code, Chapter 8-5, Article I, is hereby amended and modified as to the following definitions and laws, and all other definitions and laws not identified below remain unchanged:

Sec. 8-5-1.- Definitions.

Bake Sale: Non-TCS (Time/Temperature Control for Safety) food items offered for sale on a temporary basis as fund-raising items by charitable and nonprofit organizations. The kitchens in private homes where Bake Sale items are prepared are not regulated by the Environmental Health Officer nor shall the sites at which Bake Sales occur be regulated.

Caterer: Food Establishment that prepares or serves food on premises which is in control of another. A person shall not engage in a catering service unless the service is affiliated with a Food Establishment operating from a fixed facility that has been issued a Food Establishment Permit by the Environmental Health Officer.

Child Care Facility: Any facility licensed by the Texas Department of Family and Protective Services (DFPS) to provide care for seven or more children for less than 24 hours per day at a location other than the permit holder's home and which prepares and receives food for on-site or off-site consumption.

Director of Environmental Health: The manager of the Department of Environmental Health appointed by the City Manager's Office and charged with executing environmental and consumer health programs for the enforcement of health and safety laws relating to food, water, public swimming pools, waste control, general sanitation, and vector control for the Amarillo Bi-City-County Health District.

Director of Public Health: The manager of the Department of Public Health appointed by the City Manager's Office and charged with implementing public health promotion and maintenance services; infectious disease control and prevention services; community health assessment, and public health education and information services for the Amarillo Bi-City-County Health District.

Environmental Health Officer: The Director of Environmental Health and all registered sanitarians employed as Environmental Health Specialists.

Delete Exempt Pre-packed Food Vendor.

Delete Farmer's Market.

Delete Food Establishment Definition and Replace to read: A food establishment means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption to include the following, but not limited to:

- (1) a restaurant, retail food store, satellite or catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, vending location, (machine), self-service food market, institution, or food bank;
- (2) an establishment that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers; and
- (3) includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority and an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on or off the premises; and regardless of whether there is a charge for the food.
- (4) Any entity that provides food for highly vulnerable/susceptible populations to include, but not limited to, the following: child care facilities, assisted living facilities (ALF), nursing homes, congregate living facilities (18 or more residents), hospitals, hospice, rehabilitation facilities, children's homes, food banks and special needs shelters.
 - (a) Child care facilities will be considered a limited snack only provider if only serving the following: juice, milk, formula, cut fruits and vegetables, and portioning of Non-TCS snacks.
- (5) Food Establishment does not include an establishment less than 200 cubic feet for the total food operation (includes display and storage areas) that provides only single-service,

prepackaged foods that are not time / temperature control for safety, a produce stand that only offers whole, uncut fresh fruits and vegetables, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, a Bed and Breakfast Limited facility as defined in the Texas Food Establishment Rules, or a private home that receives catered or home-delivered food, lemonade stands that only prepare and serve lemonade drinks, liquor stores (alcohol only), and beer distribution facilities.

(6) Food Manufacturers are defined as food operations that possess a license from the Texas Department of State Health Services for the manufacturing of food for sale to the public.

Health Authority: The Physician appointed by the Amarillo City Council to serve as Director and administer State and local laws relating to public health within the Amarillo Bi-City-County Health District.

Delete Health and Safety Code.

Delete Living Quarters.

Mobile Food Unit: A vehicle mounted, self or otherwise propelled, designed as a food establishment to be readily moveable that is equipped with food preparation equipment. This includes vehicles in which food is prepared on site. Said vehicles must meet all applicable regulations for fixed food establishments.

Non-Time/Temperature Control for Safety (NTCS) food: A food in an unopened hermetically sealed container that is commercially processed to achieve and maintain commercial sterility under conditions of non-refrigerated storage and distribution.

Delete Prepackaged Food Vendor.

Delete Produce Vendor.

Public Health Administrator: The administrator appointed by the City Manager to supervise the administrative operations of the Bi-City-County Health District, including budget administration, personnel management and other administrative duties as assigned by the City Manager.

Public Health Officer: Director of Public Health and/or designee.

Reinspection Fee: In addition to the annual permit fee charged under Section-8-5-3, there shall be charged a Reinspection Fee per inspection in all cases where additional inspections are required because of failure of any Food Establishment, On-Site Sewage installation, public swimming pool, spa or PIWF to comply with Environmental Health Department requirements.

Sec. 8-5-2. - Adoption of State Law, Rules and Regulations.

The following Chapters of the Texas Health and Safety Code and applicable administrative regulations as published by the Texas Department of State Health Services and the Texas Department of Licensing and Regulation, as such now exists and hereafter amended or re-codified, are hereby adopted by reference as if fully set out herein:

- (1) Chapter 81 Communicable Diseases.
- (2) Chapter 88 Reports of Childhood Lead Poisoning.
- (3) Chapter 121 Local Public Health Reorganization Act.
- (4) Chapter 145 Tanning Facilities.
- (5) Chapter 146 Tattoo and Certain Body Piercing Studios.
- (6) Chapter 228 Texas Food Establishment Rules.
- (7) Chapter 341 Minimum Standards of Health and Sanitation (Section 341.001, § 341.011, § 341.014, § 341.061-.068 only).
- (8) Chapter 342 Local Regulation of Sanitation (Section .001 and .003 only).

- (9) Chapter 431 Texas Food, Drug, and Cosmetic Act.
- (10) Chapter 433 Texas Meat and Poultry Inspection Act.
- (11) Chapter 434 Public Health Provisions Relating to Production of Baked Goods.
- (12) Chapter 437 Regulation of Food Service Establishments, Retail Food Stores, Mobile Food Units, and Roadside Food Vendors.
- (13) Chapter 438 Public Health Measures Relating to Food (Section .001-.035 only).
- (14) Texas Administrative Code, Chapter 229, Licensing of Tattoo and Certain Body Piercing Studios (25 TAC §§229.401–229.413).
- (15) Texas Administrative Code, Chapter 285, On-site Sewage Facilities (30 TAC, Chapter 285).
- (16) Texas Administrative Code, Chapter 265, Subchapter L, Standards for Public Pools and Spas (25 TAC, Chapter 265, Subchapter L).
- (17) Texas Administrative Code, Chapter 265, Subchapter M, Interactive Water Features and Fountains (25 TAC, Chapter 265, Subchapter M).

SECTION 2. The Amarillo Municipal Code, Chapter 8-5, Article II, is hereby amended and modified to read:

Sec. 8-5-5 (d). - Duties of Health Authority. Add (d) to read:

The Health Authority, Director of Public Health, Director of Environmental Health, and/or their designees, are charged with implementing and enforcing public health for this jurisdiction in compliance with codes and regulations promulgated by the Texas Department of Health. The Director and his/her designee shall also coordinate activities with the Texas Department of Health and other local public health units, departments, and districts.

SECTION 3. The Amarillo Municipal Code, Chapter 8-5, Article IV, is hereby amended and modified as to the following Sections to read, and parts not identified remain unchanged:

Sec. 8-5-13. - Right of entry for inspection.

Replace inspectors with Environmental Health Specialists.

Sec. 8-5-15. - Fees.

Delete (3)-(37) and replace to read:

- (3) Umbrella permitting for operations with multiple operations on contiguous properties or within one (1) structure all owned and/or operated by the same legal entity. One master permit will be issued for all food establishments per section 8-5-15 (a)(1-2) or, if more than one (1) at the same property, then \$100.00 for each structure after the first.
- (4) Prepackaged Food Vendors less than 200 cubic feet of total food operation area are exempt from permit and fees.
- (5) Food Establishment greater than 200 cubic feet for the total food operation (includes display and storage areas) that provide only single-service, prepackaged foods that are not time / temperature control for safety \$258.00.

Delete (6) and replace to read:

- (6) Food Establishment permit fees for Caterers, Farmers Markets, Concession Stands, Mobile Food Units (to include snow cone stands) \$258.00.
- (7) Food Establishment permit fees for schools and child care facilities \$258.00.
- (8) Child Care facilities that serve only Non-TCS food items (snacks only)\$100.00.
- (9) Food Establishment Application Fee for New, Change of Owner, Remodel, or Repair \$26.00.
- (10) Food Establishment Plan Review and Inspection for New, Change of Owner, Remodel, or Repair \$88.00.
- (11) Voluntary construction compliance inspection\$75.00.
- (12) Variance application\$200.00.
- (13) TCS Vending Machine permit fees \$103.00 per unit.
- (14) Food Establishment Re-inspection Fees
 - a. First required re-inspection.....\$78.00.
 - b. Second consecutive required re-inspection.....\$100.00.
 - c. Third consecutive required re-inspection.....\$125.00.
 - d. Fourth consecutive and subsequent required re-inspection.....\$150.00.
- (15) Duplicate copy of permit, registration, placard or license \$26.00.
- (16) Late Food Establishment Permit Fee..... \$52.00 if paid within (30) days of expiration, afterwards \$100.00 (capped fee).
- (17) Application fee for New and Change of Owner for Liquor License \$26.00.
- (18) Late Renewal fee of Liquor License \$26.00.
- (19) Application fee for New and Change of Owner for Beer and Wine License \$26.00.
- (20) Late Renewal fee for Beer and Wine License \$26.00.
- (21) Environmental Inspection of a child care facility or group home \$52.00.
- (22) Temporary Food Establishment permit per day per booth obtained at least two (2) full working days prior to the event. Licensed caterers must obtain a Temporary Food Establishment permit but are exempt from fees.

# of Booths	Large Events (21 booths or greater)	Small Events (20 booths or less)
0-5	X	\$26.00
6-12	X	\$21.00
13-20	X	\$16.00
21-40	\$21.00	X
41-80	\$16.00	X

81 or more	\$11.00	X
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(23) Express Temporary Food Establishment permit per day per booth applied for within forty eight (48) hours prior to the event. Licensed caterers must obtain a Temporary Food Establishment permit and are not exempt from express permitting fee \$50.00 added to total cost of permit.

(24) Certified Food Manager annual registration \$42.00.

(25) Late Certified Food Manager annual registration \$11.00.

(26) Certified Food Manager Certification (course and exam) \$155.00 per person.

(27) Certified Food Manager Certification Exam Re-test \$75.00 per person.

(28) Food Handler Certification (course and exam) \$21.00 per person.

(29) Water sample collection \$42.00.

(30) OSSF - Primary Treatment systems for single family dwellings \$258.00.

(31) OSSF - Primary Treatment systems for multi-family dwellings \$289.00.

(32) OSSF - Advanced Treatment systems (secondary treatment or greater) \$309.00.

(33) OSSF - Existing system inspection \$155.00.

(34) OSSF - Re-inspection fee \$78.00.

(35) (Annual permit (year round usage) for Public pools and spas, PIWF; Semi-public pools, spas, PIWF \$206.00 or, if more than one (1) at the same property, then \$52.00 for each unit after the first. Fees will not be pro-rated. Permits are non-transferable.

(36) Seasonal permit (Operating less than 9 months of the permit year) for Public pools, spas, PIWF: Semi-public pools, spas, PIWF \$103.00 or, if more than one (1) at the same property, then \$52.00 for each unit after the first.

(37) Re-inspections to re-open a closed pool: \$78.00. Every effort will be made to re-inspect the same day of notification that the violation(s) has been corrected. Re-inspections of closed pools will be made within one (1) working day. A re-inspection fee for code compliance may be required on the 2nd re-inspection.

Add (38)-(43) to read as follows:

(38) Late fees for annual public pool permits will be \$52.00 and for seasonal permits will be \$26.00.

(39) Cost per seat in the Certified Pool Technician course will be \$129.00 for the initial 2-day course and exam. A one (1) day refresher course with exam will be offered for \$52.00 per seat for those who have taken the initial course with the City. Payments must be made in advance and are non-refundable.

(40) Application and plan review for new construction, modification, or repair of a public swimming pool, spa, or PIFW: \$52.

(41) All Environmental Health fees will increase annually by 3% or consumer Price Index (CPI), whichever is greater. Fees will be rounded up to a whole dollar amount.

(42) Technology fee (applied to all applications, excluding Temporary Food Establishments, Environmental Health Applications and Water Samples but including renewals)\$10.00.

(43) Convenience fee (applied to all credit/debit card transactions).....2.5% of the total transaction (rounded to nearest whole dollar amount).

Sec. 8-5-16. - Permits required; nontransferable; term; other.

Amend and modify to read:

(a) Permits required.

- (1) No person may engage in, conduct, or operate a Food Establishment without a valid annual permit issued to such person by the City of Amarillo. A permit may only cover 1 structure. Non-contiguous structures will require additional permits.
- (2) No person shall install any on-site sewage disposal system or make additions, modifications or alterations without having first applied and received a permit from the Environmental Health Officer.
- (3) Delete (3) and replace to read as follows:
Entities that possess a Food Manufacturing License from the Texas Department of State Health Services must also obtain a Food Establishment Permit from the City of Amarillo. All USDA inspected meat processing facilities are exempt from Bi-City-County Health District permitting requirements.
- (4) No person shall install or operate a Public or Semi-public pool, spa, or PIWF without a valid permit issued to the owner or operator by the Environmental Health Officer or designee.

(d) Specific Requirements for Food Establishment Permits.

- (1) Required planning documents. No Food Establishment shall be permitted to open, operate, or conduct business unless detailed plans, to include but not limited to, the Department Plan Review Guide and specifications of proposed construction, additions, or major alterations have been submitted to and approved by the Environmental Health Officer.

Delete (2)-(4).

(e) Specific Requirements for On-site Sewage Disposal Permit. No permit will be issued for the construction of on-site sewage disposal system within the City limits unless authorized by the Director of Utilities and the Director of Environmental Health.

Sec. 8-5-17. - Suspension of permit and Appeals.

Amend and modify to read:

(e) A Food Establishment which scores more than thirty (30) demerits shall be considered to have "Failed" their inspection. A re-inspection of a failed facility shall pay a re-inspection fee for the next inspection. This inspection will be scheduled on the next regular work day. The Environmental Health Officer is authorized and empowered to suspend the Food Establishment permit of any Food Establishment in violation of this article.

Add (f) and renumber (g) and (h) to read:

(f) A Food Establishment with a failed inspection must correct all "Priority and Priority Foundation" violations prior to re-inspection. Failure to correct these items will result in immediate closure until 8:00 am the following business day or until all required items have been corrected. A re-inspection fee will be required.

(g) A Public or Semi-Public pool, spa, or PIWF is found to be open and operating at a level that does not comply with the disinfectant, pH and/or water clarity parameters defined in 25 TAC 265.204(a) figure 25.

(h) Delete (h) and replace to read:

A written request for an appeal hearing of such suspension may be made to the City Manager in accordance with Section 8-5-24, and the City Manager's decision is final.

Sec. 8-5-18. - Food Manager's certificate.

Amend and modify to read:

- (a) It shall be unlawful for any Food Establishment to operate for a period of sixty (60) days or more without a Certified Food Manager registered with the Environmental Health Department. Every permitted Food Establishment must have at least one Certified Food Manager that is registered with the Department. Certified Food Manager Registration must be renewed annually.

Delete (b), (e), and (f), renumber to read:

- (b) A Food Manager's registration may be issued to any person who:

(1) Completes a course of study and obtains a current, valid certificate of any course recognized by the Texas Department of Health as an accredited Food Managers course.

(2) Pays the required annual registration fee.

- (c) A course of study for a Food Manager's certificate will be offered once each month or as determined by the Director of Environmental Health or his designated representative.

- (d) A Food Manager's registration that is not renewed prior to its annual expiration shall be revoked. Late renewals will be assessed a fee.

Sec. 8-5-19. - Applications procedures.

Amend, modify, and add to read:

- (e) Applications for temporary permits must be submitted two (2) full working days prior to the day of the event. Applications will not be taken at the site of the temporary event. If a temporary Food Establishment is operating without an approved application or permit, a notice to cease operations will be issued.

Add (1) and (2) to read:

(1) If only pre-packaged Non-TCS food items, labeled for individual sale or distribution at point of manufacture, are to be sold or given away, no temporary food establishment permit will be required.

(2) Applicant must be ready for an opening inspection within thirty (30) minutes of the designated time stated on the Temporary Food Establishment application. If the applicant is not ready within thirty (30) minutes of designated time, then a permit to operate will not be issued.

Delete (f) and replace (f) to read:

- (f) Variances:

(1) The Environmental Health Officer may grant a variance by modifying or waiving a requirement of this Chapter or the Texas Food Establishment Rules if the Environmental Health Officer determines that a health hazard will not result from the variance.

(2) A person requesting a variance must provide the following information to the Environmental Health Officer by completing the departments Variance Request Form:

a. A description of the requested variance from this Chapter or the Texas Food Establishment Rules;

b. A citation to the relevant section of this Chapter or the Texas Food Establishment rules; and

c. A rationale for how a potential public health hazard or nuisance will be prevented if the variance is granted.

(3) If the Environmental Health Officer grants a variance, the Environmental Health Officer shall retain in its records the information required by subsection (2).

(4) A food establishment granted a variance under this section shall comply with all other applicable Texas Food Establishment Rules and the provisions of this chapter. The Health Officer may deny or revoke a variance approval under this section if the food establishment is in violation of any term or condition of the variance as established by the Environmental Health Officer, this chapter or state law. The Environmental Health Officer may also revoke the variance approval if thirty (30) or more demerits are assessed on two (2) consecutive food inspections of the food establishment. If the Environmental Health Officer denies or revokes the variance approval, the Environmental Health Officer shall notify the food establishment in writing with the reason(s) for the denial or revocation by personal service or regular United States mail. The food establishment may request a hearing if the request is in writing and is filed with the Environmental Health Officer within ten (10) working days of the denial or revocation. If no request for a hearing is filed within the ten (10) day period, the denial or revocation of the variance approval becomes final. If a request for hearing is filed within the ten (10) day period, the Environmental Health Director shall hold the hearing and render a decision in writing within ten (10) working days of receipt of the request. The decision of the Environmental Health Director is final.

Add (g) to read:

(g) Variance for establishments seeking to permit dogs in outdoor eating area.

(1) A food establishment may apply to the Environmental Health Officer for a variance of TAC §228.186(o) of the Texas Food Establishment Rules pursuant to TAC §228.243(a) of the Texas Food Establishment Rules and this section. A variance granted under this section is nontransferable and will be considered valid unless revoked by the Environmental Health Officer or terminated by the food establishment.

(2) If pursuant to this section and the Texas Food Establishment Rules §228.243(a), the Health Officer grants a variance to TAC §228.186(o) of the Texas Food Establishment Rules (which prohibits animals on the premises of a food establishment) to allow dogs to be present in the outdoor patio area of a food establishment, the food establishment shall comply with the following conditions and standards in addition to any other condition and standards established by the Environmental Health Officer for the variance:

- a. Except as allowed under TAC §228.186(o) of the Texas Food Establishment Rules, no dog may be present on the premise of a food establishment.
- b. A separate entrance must be provided from the outside of the food establishment to the outdoor patio so that a dog will have direct access to the patio without entering the interior of the food establishment or any playground areas of the food establishment. A dog on an outdoor patio may not be allowed within seven (7) feet of any entrance to the interior of the food establishment, except when necessary to enter or exit the patio.
- c. A sign must be posted at the front entrance of the food establishment so that it is easily visible to the public. The sign must state: "DOG FRIENDLY PATIO (with an arrow showing the direction to the patio entrance) DOG ACCESS ONLY THROUGH OUTDOOR PATIO".
- d. Doors equipped with self-closing devices must be provided at all entrances to the outdoor patio from the interior of the food establishment.
- e. No food preparation, including mixing drinks or serving ice, may be performed in the outdoor patio area, except that a beverage glass may be filled on the patio from a pitcher or other container that has been filled or otherwise prepared inside the food establishment.
- f. The food establishment shall have hand sanitizer available at or near all entrances and exits to the establishment.

g. The outdoor patio must be continuously maintained free of visible dog hair, dog dander and other dog-related waste or debris. The outdoor patio must be hosed down or mopped with animal friendly chemicals at the beginning of each shift during which food or beverages will be served (breakfast, lunch, dinner, or late-hours), or, if a food establishment has continuous food or beverage service without designated shifts, then every six (6) hours that the establishment is open for business, except that cleaning under this subsection is not required if no dog has been present on the outdoor patio since the last cleaning. Waste created from a dog's bodily functions must be cleaned up with animal friendly chemicals within five (5) minutes after each occurrence. All dog waste must be disposed of outside of the food establishment in an appropriate waste receptacle. Equipment used to clean the outdoor patio must be kept outside of the food establishment.

h. While on duty, wait staff or other food handlers at the food establishment may not pet or have contact with any dog.

i. A dog must be kept on a leash and remain in the control of the customer while in the outdoor patio area. The dog must be currently vaccinated for rabies and wearing a collar or harness with a current license tag attached to it.

j. A dog is not allowed on a seat, table, countertop, or similar surface in the outdoor patio area.

k. A dog is not allowed to have contact with any dishes or utensils used for food service or preparation at the food establishment.

l. A dog may not be given any food (including, but not limited to, dog kibble, biscuits and edible treats) while in the outdoor patio area, but may be given water in a disposable container or from a container provided by the customer.

(3) An owner, officer, manager, or other person in charge of a food establishment commits an offense if he or she, either personally or through an employee or agent, violates, allows a violation of, or fails to comply with a term or condition of a variance granted under this section.

Sec. 8-5-20. Delete Displays and replace with Food Establishment Scoring System.

Delete (a) and (b) and replace to read:

(a) In the interest of public health and safety, the results of the initial and follow-up inspection reports will be converted to a letter grade with the letter "A" being the highest level of food service operation. The letter grade, corresponding numerical score, and the number of priority violations shall be posted. The criteria for the various certificates are:

- (1) Grade "A"—Attain a sanitation score of 90 or above.
- (2) Grade "B"—Attain a sanitation score between 80 and 89.
- (3) Grade "C"—Attain a sanitation score between 70 and 79.
- (4) Grade "F"—Attain a sanitation score 69 or below.

(b) An inspection placard shall be posted by the Environmental Health Officer at a conspicuous location where it will be clearly visible to patrons. The specific location of the placard will be determined by the Environmental Health Officer. The placard shall not be defaced or removed by any person except the Environmental Health Specialist. Violation of this section shall be a criminal offense in accordance with Section 8-5-26(a). The Environmental Health Officer may also suspend or revoke the food establishment permit for up to 30 days.

Delete Sec. 8-5-21 and renumber all Sections following this Section.

Sec. 8-5-21. - Additional Requirements for Food Establishments.

Delete (a), (c) and (e), then renumber the following to read as amended and modified:

(a) Refrigeration, cooking, and hot holding equipment used in Food Establishments shall meet or exceed the criteria established for commercial use by the National Sanitation Foundation International (NSF) or equivalent as determined by the Environmental Health Officer. Equipment excluded from this requirement include the following; chest freezers, microwaves, bread toasters, blenders, or any other equipment that does not create a food safety hazard as identified by the Environmental Health Officer.

(1) At a minimum, any and all Food Establishments shall have the following plumbing fixtures: three compartment sink, hand sink and utility sink or curbed cleaning facility.

(2) Child care facilities that are considered a limited snack only provider shall comply with minimum plumbing fixtures and commercial equipment by October 1st, 2020. Food service activities shall be conducted in a designated area intended for food service activities only. All other minimum requirements as identified by the Environmental Health Officer are required.

(b) Caterer requirements:

(1) All catering operations must meet all applicable requirements in the Texas Food Establishment Rules.

(2) A Caterer will provide facilities to maintain product temperatures during storage, preparation, display, service, and transportation.

(3) Refuse containers must be present at the service site that permit disposal of refuse in a way that does not result in a health or safety hazard.

(4) A Caterer must not prepare or serve food in an area that exposes any person to a health or safety hazard.

(5) A Food Establishment that uses a vehicle in the operation of a catering service shall identify the vehicle with characters three (3) inches in height on both exterior sides of the vehicle expressing the following information:

a. The name of the Food Products Establishment;

b. A brief description of the nature of the business if not included in the name;

c. The Food Establishment permit number of the establishment;

d. An inspection of the vehicle by the Environmental Health Officer on the date designated by such Officer; and

e. The vehicle shall be maintained in a clean condition.

(c) Mobile Units requirements:

(1) Vehicles shall be identified with characters three (3) inches tall on both exterior sides of the vehicle expressing the following information:

a. The name of the Food Products Establishment;

b. A brief description of the nature of the business if not included in the name;

c. The Food Establishment permit number of the establishment.

Delete (2) and replace with additional Mobile Food Unit regulations at (2)-(11):

(2) Mobile Food Units are required to have, at minimum, two inspections per year. One of the annual inspections must occur at a location designated by the Environmental Health Officer for

a compliance inspection. Failure to obtain a satisfactory compliance inspection may result in permit suspension or revocation.

- (3) In accordance with the Texas Food Establishment Rules, chapter 228.221(a)(1), Mobile Food Units, determined to be completely self sufficient and compliant by the Environmental Health Officer, may operate without a Central Preparation Facility/Commissary. If it is determined a Central Preparation Facility/Commissary is required, a separate Food Establishment permit for the Central Preparation Facility/Commissary shall be obtained before the Mobile Food Unit permit may be issued. A Central Preparation Facility/Commissary shall meet all minimum requirements in the Texas Food Establishment Rules and have at least the following: floors, walls and ceilings, three compartment sink, handwashing sink with hot/cold running water under pressure and a service sink or curbed cleaning facility.
- (4) Mobile Food Unit Servicing Areas shall not be waived and must meet all applicable requirements in the Texas Food Establishment Rules. Mobile Food Units shall not be parked or operate from a private residence.
- (5) All Mobile Food Units must meet all of the following requirements related to location:
 - a. Must obtain and provide written approval from the property owner;
 - b. Must obey all traffic laws;
 - c. Must comply with all visibility requirements for vehicular and pedestrian traffic;
 - d. Must not impede vehicular and pedestrian access to building entrances, alleys, or driveways;
 - e. If the Mobile Food Unit has been located in the same location for more than ninety (90) days, the MFU shall be treated as a long-term use, and therefore must comply with adopted site development requirements, including but not limited to:
 - i. Parking requirements such as dimensions drive lanes, off-street location, and number of spaces;
 - ii. Zoning requirements such as allowed usage in the zoning district and performance standards;
 - iii. Site improvements such as paving, landscaping, screening, and signage; and,
 - iv. Any other requirements deemed necessary by the Environmental Health Officer;
 - f. A Mobile Food Unit shall not be located within 300 feet of the immediate vicinity of a community event or festival unless written permission has been obtained from the event organizer; and
 - g. The operation shall not interfere with the fire lane, fire break, fire hydrant, emergency vehicle access or exit access of adjacent proximate structures;
- (6) If the central preparation facility is located outside the jurisdiction of the City, the applicant must provide a copy of the most recent health inspection demonstrating a satisfactory result from the health authority having jurisdiction over the central preparation facility;
- (7) All Mobile Food Units must be constructed and maintained in accordance with locally adopted building codes to include, but not limited to, plumbing, (water, sewer and gas lines only), electrical and mechanical, (heating and air), as determined by the Environmental Health Officer;
- (8) All Mobile Food Units must be constructed and maintained in accordance with the following Fire Marshal requirements:
 - a. A mobile unit must have a 2A:10B:C sized extinguisher with an annual inspection tag from a Texas licensed inspection company or a receipt indicating purchase within the past year. Cooking equipment involving solid fuels or vegetable oils or animal oils and fats shall be protected by a class K rated portable extinguisher;

- b. A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease laden vapors. A Type I hood system shall be equipped with an automatic extinguishing system. The fire extinguishing system shall have a current inspection/service tag. Examples of cooking appliances that require a Type I hood and produce grease laden vapors are: griddles, fryers, and woks etc. Any mobile unit equipped with an automatic extinguishing system shall have a current (bi-annual) inspection tag from a Texas licensed inspection company;
 - c. Type I hoods shall be cleaned regularly to avoid grease build up;
 - d. All MFU's using compressed gas (LP/propane cylinders, etc.) shall keep gas containers secured outside of the passenger area of the vending unit. Compressed gas cylinders shall be secured by one or more restraints to a fixed object or nested and secured by one or more restraints and cannot be located closer than 10 feet from any trash, open flames, generators, or other combustible material. All valves, hoses and connections used shall be rated for use with petroleum gas;
 - e. Portable generators shall be kept at safe distance from all public accessible areas and shall be used in accordance with the manufacturer's instructions. Mounting and placement of containers shall comply with National Fire Protection Association (NFPA) 58 and Texas Department of Transportation regulations;
 - f. Extension cords shall not be used for permanent wiring. Extension cords shall only be used to power portable appliances and shall be properly rated for use according to the manufacturer's specifications;
 - g. All flammable/combustible liquids shall be separated from combustible materials and ignition sources by a minimum of 10 feet;
 - h. All Mobile units shall maintain ten (10) feet of clearance from combustible structures;
 - i. All Mobile Food Units permitted after the effective date of this section of the rule, must have approved ventilation and an automatic extinguishing system by the Fire Marshal's office. All previously approved Mobile Food Units that are determined to be non-compliant with (a) & (b) in this section must comply with the following:
 - i. Mobile Food Unit must be located at least fifty (50) feet from any structure or unattended automobile;
 - ii. All ventilation and fire suppression must obtain approval from the Fire Marshal's Office by October 1st, 2020; and
- (11) Before a Mobile Food Unit permit can be issued, the owner/operator shall provide documentation demonstrating that the current gross vehicle weight of the Mobile Food Unit does not exceed the vehicle's Gross Vehicle Weight Rating (GVWR) as recognized by the Texas Department of Public Safety.

Sec. 8-5-22 – Add Section 8-5-22 -- Charitable Feeding to read as follows:

- (a) Charitable feeding activities are not considered a Food Establishment and do not require a permit under this Chapter, except as otherwise set out in subsection (d). No permit is required and no regulations apply to charitable feeding of four (4) individuals or fewer.
- (b) Except as set out in subsection (d), no permit is required for giving away whole, uncut fresh fruits or vegetables or pre-packaged, non-time/temperature control for safety (Non-TCS) food such as canned goods, granola bars, bottled water, non-refrigerated fruit drinks, bagged potato chips, pre-packaged snacks and candy bars.
- (c) If there is any handling of food, other than packaged food, any person engaged in charitable feeding activities of five (5) or more individuals in one instance shall comply with the following:

- (1) Either a certified Food Handler or a certified Food Manager must be present when food is prepared or onsite while food is distributed if food will be prepared onsite. Food Manager or Food Handler certifications shall be in accordance with the requirements set out in sec. 8-5-18 of this Chapter, except that no City registration fees for Food Manager shall be required; and
- (2) The department shall be notified within forty-eight (48) hours after charitable feeding activities with the name of the person or organization providing the charitable feeding activities, and the location, date, and time of feeding.
- (d) Charitable feeding of five (5) or more individuals within a City owned park may be conducted only by following the standard park reservation process, set forth by the Parks and Recreation department, including the payment of all required reservation fees.
- (e) Any person engaged in charitable feeding activities shall remove all undistributed food from the feeding site upon conclusion of the charitable feeding activities and dispose of all trash, debris and waste water generated during feeding.
- (f) The department shall provide minimum safety requirements for safe food handling and preparation on the department's website as guidance for any charitable feeding activity. The director may condemn and forbid the distribution, or cause to be removed or destroyed, of any food or drink which is unwholesome or deleterious.
- (g) Charitable feeding activities may not be conducted on streets where a traffic hazard is created or in violation of other rules and regulations regarding public streets and the use of a right-of-way.

Sec. 8-5-23 – Add Section 8-5-23 -- Enforcement to read as follows:

When the Environmental Health Director determines that a Food Establishment, On-site sewage disposal system, or Public Pool violates this Article, the following remedies are available for the Director. The Director may take any, all, or any combination of these actions against the violator, consecutively or concurrently:

- (a) Issue warning notice.
- (b) Issue one or more citations.
- (c) Obtain an emergency closure/suspension order.
- (d) Abate the nuisance, if applicable.
- (e) Permit suspension or revocation proceedings, if applicable.
- (f) Request the City Attorney to institute a suit for civil remedies as provided by this Article or state law.
- (g) Any other remedy provided by law.

Sec. 8-5-24 – Add Section 8-5-24 -- Hearing Request to read as follows:

- (a) If Petitioner desires an appeal hearing for violations of this Article, then he/she shall file written notice with the City Secretary within ten (10) days of the violator being served with notice of action.
- (b) Petitioner must state sufficient grounds with material fact issues to be granted a hearing. If no issue of material fact exists, then the Environmental Health Director's determination is final, and the hearing is denied.
- (c) When grounds exist for such hearing, then a written notice of the hearing shall be served on the petitioner violator within at least ten (10) days prior to the hearing. Notice shall be served in person or by certified mail, return receipt requested, stating the date, time, and place of such hearing.
- (d) Notice shall be deemed received five (5) days after it is placed in a mail receptacle of the United States Postal Service.
- (e) Whenever any deadline specified in this Section falls on a Saturday, Sunday, or City-recognized holiday, the deadline shall be the next regular City business day.

- (f) The City shall have the burden to prove by a preponderance of the evidence that their actions were appropriate by producing evidence in support of their case.
- (g) The City Manager shall be the hearing officer, and he/she shall uphold, reverse, or modify the prior decision holding the Petitioner violator in violation of this Article.
- (h) At the conclusion of the evidence, the City Manager shall render a written decision, and his/her decision shall be final.
- (i) This hearing shall exhaust all administrative remedies of the petitioner violator.

Sec. 8-5-25 – Add Section 8-5-25 -- Nuisance Abatement to read as follows:

- (a) The Director may give notice to a property owner of a nuisance, as defined in Section 8-5-14, under this Article and require that owner cease, abate, remove, or otherwise remedy such nuisance immediately. If the person creating, maintaining, or allowing the nuisance is not the property owner, notice shall be given to such person.
- (b) The notice must be given:
 - (1) Personally to the owner/person in writing; or
 - (2) By letter addressed to the owner/person at the owner's/person's post office address and sent certified mail, return receipt requested. However, if personal or certified mail service cannot be obtained or the owner's/person's post office address is unknown, notice may be given by:
 - a. Publication in the City's official newspaper at least twice within ten consecutive days.
 - b. Posting the notice on or near the front door of each building on the property in which the violation relates; or
 - c. Posting the notice on a placard attached to a stake driven into the ground on the property in which the violation relates, if the property contains no buildings.
- (c) If the property owner/person fails to comply with the notice within ten (10) days of service, the Director may enter the property containing the nuisance and abate the nuisance as the Director deems necessary.
- (d) If the Director deems immediate nuisance abatement necessary to protect the public health, safety, or welfare from an imminent and substantial endangerment, the Director may, without complying with the notice provisions of this Section, enter the property containing the nuisance and do or cause to be done any work the Director deems necessary for nuisance abatement.
- (e) After abating the nuisance, the Director may inform the owner/person in a notice sent certified mail, return receipt requested, that if the owner/person commits another violation of the same kind or nature that poses a danger to the public health, safety, or welfare on or before the first anniversary of the original notice date, the City may without further notice correct the violation at the owner's expense and assess the expense against the property.
- (f) To obtain a lien against the property for all City costs incurred, the Director shall file a lien with the county clerk in the county in which the property is located. This lien shall be inferior only to tax and street assessment liens.

Sec. 8-5-26 – Add Section 8-5-26 -- Judicial Remedies and Penalties to read as follows:

- (a) Criminal Remedies.
 - (1) An offense under this Article is a Class C misdemeanor punishable by a fine not to exceed \$2,000 and shall be one of strict liability.
 - (2) Each separate occurrence of a violation or each day that a violation continues shall constitute a separate offense.
- (b) Civil Remedies.

- (1) The City may petition the state district court or applicable county court at law for either injunctive relief, civil penalties, or both, pursuant to Texas Local Government Code, Chapter 54, when a person violates or continues to violate any provision of this Article in regards to the following:
 - a. The preservation of public health; or
 - b. Conditions caused by accumulations of refuse, vegetation or other matter that creates breeding and living places for insects and rodents.
- (2) Such temporary or permanent injunction, as appropriate, obtained against the owner may:
 - a. Prohibit conduct that violates any provision of this Article and relates to subsection (b)(1) above; or
 - b. Compel specific performance of any action necessary to comply with a provision of this Article in regards to any matter specified in subsection (b)(1).
- (3) The City may recover a civil penalty of not more than \$1,000 per day for each violation of any provision of this Article that relates to any matter listed in subsection (b)(1) above if the City proves that:
 - a. The violator was notified of this Article's provisions; and
 - b. After receiving notice of the provisions, the violator committed acts in violation of the Article or failed to take necessary action to comply with this Article.

Secs. 8-5-27--8-5-270. Reserved.

5

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	12/12/2017	Council Priority	Contract Administration
Department	Purchasing		
Contact	Trent Davis Purchasing Agent		

Agenda Caption

Consideration to approve a Resolution with Region VIII Education Service Center Pittsburg Texas. The resolution will create a cooperative purchasing agreement with Region VIII.

Agenda Item Summary

This item is to approve a Resolution with Region VIII Education Service Center in Pittsburg Texas for an interlocal agreement. The Interlocal Purchasing System (TIPS).

Requested Action

Consider approval of the resolution.

Funding Summary

No funding necessary for the resolution.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS ("CITY") AUTHORIZING THE PARTICIPATION IN THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM WITH THE TEXAS EDUCATION CENTER, REGION VIII, AND PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the Texas Education Service Center, Region VIII, is authorized to permit Cooperative Purchasing Services and extend such services to governmental entities as defined in Texas Government Code, Section 791.003;

WHEREAS, such services are permitted under Texas Government Code, Chapter 791, when the Texas Education Service Center enters into an Interlocal Agreement with the appropriate governmental entity;

WHEREAS, the City of Amarillo's City Council desires to participate in the TIPS Purchasing Cooperative offered by the Texas Education Service Center, Region VIII; and

WHEREAS, the City Council further finds that it is in the best interest of the public to enter into this Interlocal Agreement for anticipated savings to the taxpayers.

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

Section 1. The City Council does hereby approve the City of Amarillo's participation in the Interlocal Purchasing System (TIPS) with the Texas Education Center, Region VIII.

Section 2. The City Council further designates the City Manager as the primary contact and authorizes him to sign and deliver any and all necessary documents related to such TIPS Purchasing Cooperative Program on behalf of the City of Amarillo.

Section 3. Should any part of this Resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this Resolution.

Section 4. Should any word, phrase, or part of this Resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

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

PASSED AND APPROVED this ____ day of December, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED:

William M. McKamie, City Attorney

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	12/12/2017	Council Priority	Infrastructure Initiative / Best Practices
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Department	Fleet Services
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Agenda Caption

Lease – Landfill Scraper:

Awarded using Buy Board Contract #515-16 to:

Warren Cat /Caterpillar Financial

\$11,723.75 per month

Total Award based on 60 month lease

\$703,425.00

Addendum to Lease. Warren Cat / Caterpillar Financial records will reflect Cost of \$811,088.52 to file Tax exempt status on equipment. \$270,900.00 Increased obligation to City of Amarillo under lease contract if City terminates lease and moves to purchase equipment before end of lease term.

Total after Addendum \$974,325.00

This item is the scheduled replacement of Unit 7327, 2011 Cat Landfill Scraper. Equipment has reached or exceeded usable life approved in the 2017-2018 replacement budget. Funding for this award is available in the approved FY 2017-2018 Fleet Services Equipment Fund.

Agenda Item Summary

Scheduled replacement of unit 7327, 2011 Cat Landfill Scraper. New equipment will be leased for a sixty (60) month period with full service factory recommended service and all repairs under normal usage, including full machine 5yr - 10,000 hour warranty. Lease does not include fuel. Equipment will be used at City of Amarillo Landfill for daily operational requirements under TCEQ permits

Requested Action

Approval

Funding Summary

Fleet Services Equipment Fund , account 61120.69220 request total award \$703,425.00

Funding through departmental rental account 61120.34910. Fund revenue per year \$8,167,000

Community Engagement Summary

N/A

City Manager Recommendation

City Staff recommends approval

Bid No. 5921 LEASE OF LANDFILL SCRAPER
Opened 4:00 p.m. Novemeber 10, 2017

To be awarded as one lot		WARREN CAT
Line 1 Earth moving equipment, rent scheduled replacment of unit 7327, per specifications		
1 ea		
Unit Price	\$703,425.000	
Extended Price		703,425.00
Bid Total		703,425.00
Award by Vendor		703,425.00