

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, JUNE 26, 2018 AT 3:30 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 on Downtown Plans;
 - (3) Presentation on Draft Comprehensive Guidelines and Criteria for Economic Development Incentives;
 - (4) Presentation on Uber/Lyft at the Airport;
 - (5) Presentation on Public Parking at the Airport;
 - (6) Reports and updates from City Councilmembers serving on outside Boards:
Amarillo Local Government Corporation;
By the Way Campaign;
First Responders Excellence and Innovation Fund Board;
Pedestrian and Bicycle Safety Advisory Committee; and
 - (7) Consider future Agenda items and request reports from City Manager.
-

REGULAR MEETING ITEMS

INVOCATION: Bryan Houser

PROCLAMATIONS: "Haven Health Clinic 50th Anniversary"
"Amarillo's Route 66 Celebration Day"

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 June 12, 2018.

- B. **ORDINANCE NO. 7740:**
(Contact: Sherry Bailey, Senior Planner)
This is the second and final reading of an ordinance rezoning Lots 39-46, Block 476, Mirror Addition Unit 1, in Section 155, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to amended Planned Development District -107 to allow offsite parking from R-3 to Planned Development 107 (PD-107) for Wesley Community Center (Vicinity: between Roberts Street and Williams Street and Southeast 15th Avenue and Southeast 16th Avenue.)
- C. **ORDINANCE NO. 7741:**
(Contact: Sherry Bailey, Senior Planner)
This is the second and final reading of an ordinance determining the lack of Public Necessity for a 20-foot alley in the vicinity of South Vernon Street, South Spring Street, Southeast 17th Avenue and Interstate 40. Vacating and abandoning the described right-of-way.
- D. **AWARD – PURCHASE OF NEW LIGHTS AND POLES FOR DOWNTOWN PROJECTS:**
Awarded to Techline, Inc. -- \$70,324.25
(Contact: Trent Davis, Purchasing Agent)
This item purchases new lights and poles for downtown projects.
- E. **CONSIDER – APPROVAL OF MOTOR FUEL ANNUAL CONTRACT:**
Award to: Global Montello Group Corp. based from Best Evaluated bid awarded as one lot.
(Contact: Glenn Lavender, Fleet Services Superintendent)
This item is for the motor fuel annual contract. 850,000.00 gallons-ULSD Grade 2-D-Diesel and 700,000 gallons of Unleaded Motor Fuel used by all City of Amarillo Fleet vehicles. Contract is for one (1) year with two (2) renewals based on purchasing policies and procedures. Pricing for contract is based off OPIS (Oil Price Information Service) daily rack average for Amarillo Area. Motor Fuel Contract will be awarded with discounted OPIS pricing of -.0285pg Diesel and -.0150pg Unleaded.
- F. **CONSIDER -- APPROVAL OF THE LEASE AGREEMENT BETWEEN THE CITY OF AMARILLO AND TRUMAN ARNOLD COMPANIES (TAC AIR):**
(Contact: Michael W. Conner, Director of Aviation)
This item is a replacement lease agreement for TAC Air to continue to operate the Fixed Base Operator (FBO) at the Rick Husband Amarillo International Airport until December 31, 2049. Included in this lease is the requirement for TAC Air to construct a new executive terminal building with a value of at least \$1 million dollars; and the option to extend the lease for an additional 15 years if TAC Air invests an additional \$1.5 million over the term of the agreement. The lease also outlines the requirements for TAC Air to operate the FBO, details the rates and charges they are able to charge customers, and sets forth a new payment rate schedule.

REGULAR AGENDA

2. **MPEV CONSTRUCTION UPDATE:**
(Contact: Jerry Danforth, Facilities and Special Project Administrator)
3. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7742:**
(Contact: Michael W. Conner, Director of Aviation)
This is the first reading of an ordinance establishing the commercial ground transportation fee at the Rick Husband Amarillo International Airport at the \$1.00 per trip level. Pursuant to City of Amarillo Ordinance No. 7712, which gives the City the right and authority to impose fees upon all commercial ground transportation companies operating at the Rick Husband Amarillo International Airport, and which requires the City Council to approve the fees charged to commercial ground transportation operators, it is recommended that the City Council approve a commercial ground transportation fee of \$1.00 per trip level.

This fee has become the industry standard commercial ground transportation fee for airports of similar size and will apply to off-airport hotel shuttle bus operators, off-airport rental car shuttle bus operators, taxi cab operators, limousine company operators, and transportation network company operators.

4. **ORDINANCE NO. 7738:**

(Contact: Damen Ratliff, Drainage Utility Supervisor)

This is the second and final reading of an ordinance proposing changes to Ordinance No. 7323, which will change the billing process. Currently the Ordinance allows the drainage bill to be designated to the tenant of either a commercial or residential rental property. The proposed changes will make the drainage fee the responsibility of the owner of the benefitted property.

5. **ORDINANCE NO. 7739:**

(Contact: Sherry Bailey, Senior Planner)

This is the second and final reading of an ordinance rezoning Lot 3A, Block 1, Sunset Addition Unit No. 4, in Section 171, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 (R-3) to General Retail District (GR). (Vicinity: South Washington Street and Wolflin Avenue.)

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

Appointment is needed for the following board:

First Responders Excellence and Innovation Fund Board

7. **EXECUTIVE SESSION:**

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

- (1) Sec. 551.071 – Consult with Attorney about pending or contemplated litigation or settlement of same. Nurek and Stennett v. City of Amarillo; and
- (2) Sec. 551.071 - Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter.
- (3) Section 551.072 – Deliberation regarding real property; discussion regarding purchase, exchange, lease or value of real property.
 - (a) City Economic Development Project #18-04 in the vicinity of East 8th Avenue and South Lincoln Street.

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 22nd day of June 2018.

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

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

Archived meetings are also available.

AL4)

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 26, 2018 (work session)	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

DISCUSS the operating agreement between the City of Amarillo and Rasier, LLC., (UBER).

Agenda Item Summary

This item is to discuss the agreement between the City and Rasier, LLC., which is the regional UBER transportation network company. The agreement outlines the UBER operating parameters for their operations at the Rick Husband Amarillo International Airport.

Requested Action

Discuss the agreement between the City and Rasier, LLC., with approval at the next City Council meeting.

Funding Summary

This is a revenue generating agreement for the City/Airport.

Community Engagement Summary

Level 1. Little to no community impact.

Staff Recommendation

Airport staff recommends the discussion of this agreement and the ultimate approval of the agreement.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 26, 2018 (work session)	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

DISCUSS the operating agreement between the City of Amarillo and Lyft, Inc.

Agenda Item Summary

This item is to discuss the agreement between the City and Lyft, Inc., which is a transportation network company. The agreement outlines the Lyft operating parameters for their operations at the Rick Husband Amarillo International Airport.

Requested Action

Discuss the agreement between the City and Lyft, Inc., with approval at the next City Council meeting.

Funding Summary

This is a revenue generating agreement for the City/Airport.

Community Engagement Summary

Level 1. Little to no community impact.

Staff Recommendation

Airport staff recommends the discussion of this agreement and the ultimate approval of the agreement.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 26, 2018 (work session)	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

DISCUSS the Second Amendment to the Automobile Parking Management Contract between the City of Amarillo and Republic Parking System, LLC.

Agenda Item Summary

This item is to discuss the second amendment to the Republic Parking System, LLC., contract for the continued management of the Airport's parking lots. This amendment includes a contract extension of 3 additional years, through March 31, 2022, in exchange for Republic installing new parking equipment to accommodate the regulation of commercial ground transportation traffic at the Airport terminal building.

Requested Action

Discuss the amendment of the Republic Parking System, LLC., contract, with approval at the next City Council meeting.

Funding Summary

This amendment does not involve funding.

Community Engagement Summary

Level 1. Little to no community impact.

Staff Recommendation

Airport staff recommends the discussion of this agreement and the ultimate approval of the agreement.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO



On the 19th day of June 2018, the Amarillo City Council met for a work session and a regular session held at 3:00 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
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

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

JARED MILLER
MICHELLE BONNER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
INTERIM CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
CITY SECRETARY

The invocation was given by Dr. Boon Vangsurith. The Colors and Pledge of Allegiance were presented by Troop 86.

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

PUBLIC COMMENT:

Jill Humphrey, 7714 Pineridge Drive, stated she was hopeful there would be a future town hall meeting to discuss a no-kill shelter. She stated the City of Austin passed a no-kill shelter in 2010. She stated there were several questions on the proposed breeders Ordinance such as who the applications would be submitted to, and whether there was a committee or a board to review them. She stated there are current Ordinances not being enforced. She further stated concern for animals tagged for rescue. Mary Nell Hunt, 3801 Navasota Drive, stated she enjoyed the Boys Scouts and prayer. She stated there are so many good things going on in the City. She further stated there are many improvements going on right now due to our City Leaders' efforts. She thanked Council for their countless hours, and the fruit we are all enjoying. Claudette Smith, 4410 Van Kriston Drive, stated public servants who are corrupt betray the public trust costing the taxpayers, and an election system with low voter turnout is robbing communities of their right to vote. She inquired if Mick McKamie was still the City Attorney. She stated she was ashamed of the City Council because they do not care what citizens have to say. She further stated Council does not stand a chance to be reelected. Mr. Miller clarified that Mr. McKamie is handling a couple of lawsuits, and still representing the City on the Amarillo Local Government Corporation. He is retained as appropriate. Mike Fisher, 4410 Van Kriston Drive, questioned if Zachary Engineering received any incentives to stay in Amarillo much like Maxor Pharmacy. He further stated the new billing for drainage fees would cost the City money. James Schenck, 6216 Gainsborough Road, suggested zero based budgeting. He stated he wished the City could work into the downtown celebration the word 'Independence.' He stated there was a need for flags at the City's entrances. He stated the start time today was complicated. He questioned if he could speak on the drainage item now or during the item. Ricky Allsup, 5504 Andrews Avenue, stated he enjoyed watching the interaction during the work session. He acknowledged the Christ Church Camp and the City's perspectives. He asked that allowances be made. He proposed a collaboration for the homeless, to help them find jobs and the use of Amarillo Housing First.

LeAnn Babcock, P. O. Box 325, Groom, spoke on AM&W rescues. She stated she has transported thousands of animals. She further stated there have been no actions taken in rectifying the euthanasia of dogs in labor. She stated that if Council does not support a policy for this to never happen again their moral compasses should be examined. She further stated this was animal cruelty and they are not going to stop working until they are assured this will never happen again. Noah Dawson, 1133 Sugarloaf Drive, stated there has been a lot of comments concerning the changes to trash pickup. He stated the people of this City were not in full agreement. He stated he would like to see at least one person who wants to represent the people who are in the minority. He further stated if Council could not represent the people he asked they resign. Trent Rosser, Amarillo, Texas, stated he did not have a problem with the three minute time limit, however, he stated the 30-minute allotted time needed to go. He inquired if Council hears them and were they listening. Wendy Staetz, 2101 South Tyler Street, spoke on the actions of G-7. She stated it was not all the City's fault, the owners should be held accountable for part of the behavior. She suggested someone knock on doors or place door hangars when animals are picked up by AM&W. She further stated she would like to see someone on call to pick up dead animals 24-7. Signed up but did not speak: Dee Krauss, 4107 Tulane Drive. Signed up but did not appear: Parker Robertson, 5505 Brinkman Drive. Signed up but did not speak due to time restraints: Bettye Briggs, 1909 Currie Lane. 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 remove Items 1C, 1D and 1E to consider them separately, and to approve the remainder of the consent agenda, 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.

A. **MINUTES:**

Approval of the City Council minutes of the regular meeting and special meeting held on June 12, 2018.

B. **ORDINANCE NO. 7732 – AMENDING THE AMARILLO MUNICIPAL CODE RELATING TO SOLID WASTE COLLECTION AND DISPOSAL SERVICES INCLUDING; AUTOMATED CURB CART SERVICE, COMPOST FACILITY, BIG AND BULKY COLLECTION SERVICES, AND PERMIT FEES:**

(Contact: Raymond Lee, Public Works Director)

This is the second and final reading of an item amending the City of Amarillo Municipal Code of Ordinances to provide for collection of solid waste utilizing rollout carts for the automated curbside collection program. It will enable the Solid Waste Division to provide curbside collection of trash in areas considered unsafe due to dead-end alleys, dumpsters in the street or on the walkway, dumpsters in front yards, and areas with hand collection. Additional changes to the Code are recommended to provide for the operation of the compost facility, improve the big and bulky collection program, implement permit fees, and to make minor grammatical and punctuation corrections.

F. **APPROVAL – ENGINEERING SERVICES AGREEMENT FOR 2018 GROUNDWATER MONITORING ANALYSIS AND REPORTING:**

(Contact: Kyle Schniederjan, Interim Director of CP&DE)

HDR Engineering, Inc. -- \$62,800.00

This Engineering Services Agreement provides for groundwater statistical analysis and reporting as required by the Texas Commission on Environmental Quality (TCEQ) under Landfill MSW Permit 73A involving 25 groundwater monitor wells. A "Groundwater Background Update Report" will also be prepared and filed with the TCEQ.

G. **CONSIDER AWARD – EMPLOYMENT SERVICES:**

(Contact: Mitchell Normand, Director of Human Resources)

Awarded to: Express Employment Professionals – Estimated \$200,000

This item considers the award of the contracted temporary employment services to address staffing shortfalls or special project staffing needs.

Mr. Schniederjan spoke on Items 1C and 1D. He stated Item 1C was fully funded by Proposition 1.

C. **CONSIDER FOR APPROVAL – CHANGE ORDER NO. 2 - BID #5754/PROJECT #462044 – FY 2017-2021 COMMUNITY INVESTMENT PROGRAM STREET AND DRAINAGE IMPROVEMENTS: REHABILITATION OF GEORGIA STREET FROM SOUTHWEST 46TH AVENUE TO SOUTHWEST 58TH AVENUE:**

(Contact: Kyle Schniederjan, Interim Director of CP&DE)

Holmes Construction, LLP -- \$267,265.63

Original Contract Amount \$1,898,329.23

Previous Change Orders \$ 38,574.26

This Change Order No. 2 \$ 267,265.63

Revised Contract Total \$2,204,169.12

This item is to approve Change Order No. 2, which adds a mill and overlay of Western Street from I-27 to Southwest 49th Avenue. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that Item 1C be approved.

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.

D. **CONSIDER -- AWARD:**

(Contact: Kyle Schniederjan, Interim Director of CP&DE)

Scott Wampler Construction & Services, LLC. -- \$278,512.50

JOB # 523180 Downtown Water Loop

JOB # 560111 T-Anchor Storm Sewer Force Main

Job # 462005 Railroad Crossing Removal Between Johnson and Grant Streets

This item is to consider award of a construction contract for the construction of a 12-inch water main from Southeast 9th Avenue to Southeast 8th Avenue between Buchanan and Johnson Streets, the construction of a 12-inch water main in 8th Avenue from Johnson Street to the alley between Johnson and Grant Streets, the relocation of an existing 16-inch storm sewer force main in Southeast 8th Avenue between Johnson and Grant Streets, and the removal of existing railroad tracks in Southeast 8th Avenue in between Johnson and Grant Streets.

Mr. Schniederjan stated part of this item was funded by Proposition 1. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that Item 1D be approved.

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.

REGULAR AGENDA

ITEM 2: Mayor Nelson presented the first and final reading of an ordinance discussing and considering all matters incident and related to the issuance and sale of "City of Amarillo, Texas, General Obligation Bonds, Series 2018," including the adoption of an ordinance authorizing the issuance of such bonds. This item was presented by Steven Adams, Specialized Public Finance, Inc. Motion was made by Councilmember Powell, seconded by Councilmember Sauer, that the following captioned ordinance be passed:

ORDINANCE NO. 7734

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF AMARILLO, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2018," SPECIFYING THE TERMS AND FEATURES OF SAID BONDS; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND

EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND
THE APPROVAL AND DISTRIBUTION OF A PRELIMINARY OFFICIAL
STATEMENT AND AN OFFICIAL STATEMENT PERTAINING THERETO;
AND PROVIDING 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 3: Mayor Nelson presented the first and final reading of an ordinance discussing and considering all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2018," including the adoption of an ordinance authorizing the issuance of such certificates of obligation. This item was presented by Steven Adams, Specialized Public Finance, Inc. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7735

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF AMARILLO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018"; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE CITY'S WATERWORKS AND SEWER SYSTEM; SPECIFYING THE TERMS AND CONDITIONS OF SUCH CERTIFICATES OF OBLIGATION; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES OF OBLIGATION, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND PROVIDING 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 and final reading of an ordinance discussing and considering all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, New Series 2018A," including the adoption of an ordinance authorizing the issuance of such bonds. This item was presented by Steven Adams, Specialized Public Finance, Inc. Motion was made by Councilmember Hays, seconded by Councilmember Sauer, that the following captioned ordinance be passed:

ORDINANCE NO. 7736

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF AMARILLO, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, NEW SERIES 2018A"; PRESCRIBING THE FORMS, TERMS, AND PROVISIONS OF SAID BONDS; PLEDGING THE NET REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; AND PROVIDING 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 5: Mayor Nelson presented the first and final reading of an ordinance discussing and considering all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, New Series 2018B," including the adoption of an ordinance authorizing the issuance of such bonds. This item was presented by Steven Adams, Specialized Public Finance, Inc. Mr. Miller stated all the bidders percentages were tight. He appreciated staff for all their work. Motion was

made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7737

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF AMARILLO, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, NEW SERIES 2018B;" PRESCRIBING THE FORMS, TERMS, AND PROVISIONS OF SAID BONDS; PLEDGING THE NET REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AND PROVIDING 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 6: Mayor Nelson presented the first reading of an ordinance proposing changes to Ordinance No. 7323 which would change the billing process. The current Ordinance allows the drainage bill to be designated to the tenant of either a commercial or residential rental property. The proposed changes will make the drainage fee the responsibility of the owner of the benefitted property. This item was presented by Damen Ratliff, Drainage Utility Supervisor. Mayor Nelson opened a public hearing. James Schenck, 6216 Gainsborough Road, stated he was at the meeting of the apartment association. He was disappointed more members did not come. He stated the landlords have to pay for administrative costs. If this is passed, there will be a lot of landlords and realtors who do not know about these drainage fee charges all because of a software problem. He questioned the outreach to property owners. Ruth Harriman, Apartment Association, inquired if a landlord would also be charged for water and sewer service in addition to the drainage. Bryan Mack, Apartment Association, inquired how the drainage area is assessed when there is no runoff. Mr. Ratliff replied that the assessment is actually more expensive when we do not get any rain. Mr. Ratliff further stated the study was completed in 2011. It stated the charge was for impervious surfaces where moisture does not get absorbed and is based on three tier sizes. Councilmember Smith inquired how long the drainage fees have been in place. Mr. Ratliff replied 2011. He further stated there are a number of drainage fees across the state. Noah Dawson, 1133 Sugarloaf Drive, questioned the economics of the calculations. Carolyn Thornton, stated she was impressed how the City is getting answers for questions asked. There were no additional comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Smith, seconded by Councilmember Powell, that the following captioned ordinance be passed:

ORDINANCE NO. 7738

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 18-4, TO REVISE CERTAIN DEFINED TERMS AND TO PROVIDE THAT OWNERS OF PROPERTY ARE RESPONSIBLE FOR PAYING DRAINAGE UTILITY CHARGES FOR THEIR PROPERTIES; CORRECTING NUMBERING; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Hays stated she believes it is the right direction, and she was in support of implementing this fee. She was however concerned about reaching out and talking to large property owners who are not aware of the fee; and questioned the legality of getting ahead from the owners' point of view. She further inquired what would happen if they could not implement the fee in November. Mr. Ratliff stated he believed this to be the right direction and he was open to conversation. He stated the City sent out over 7,000 mailings last November to individual property owners. He suggested IT putting something on the City's webpage to provide details. Mayor Nelson inquired about a possible water bill insert and she applauded all the effort that has been made. Councilmember Hays stated the need to get the legal question answered.

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

ITEM 7: Mayor Nelson presented the first reading of an ordinance rezoning Lot 3A, Block 1, Sunset Addition Unit No. 4, in Section 171, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 (R-3) to General Retail District (GR). (Vicinity: South Washington Street and Wolflin Avenue.) This item was presented by Cody Balzen, Planner II. Mayor Nelson opened a public hearing. Richard "Rick" L. Crawford, 6601 Admiral Court, stated a restaurant without a drive-through is a vacate restaurant. Larry Winters, 2000 South Madison Street, stated he and Mr. Crawford had different agendas, personal versus monetary. He stated the five owners are against the General Retail designation and a drive-through gave them concerns, along with dumpster issues and access to the alley. He stated General Retail was not in their best interest. If approved, he would like a full 8' security fence that would assist with traffic noise, and no access to the alley. Mr. Crawford stated he appreciated the neighbors and he would owe a lot more money than it is worth if the rezoning does not go through. There were no additional comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Smith, seconded by Councilmember Powell, that the following captioned ordinance be passed:

ORDINANCE NO. 7739

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

Voting AYE were Councilmembers Hays, Powell and Smith; voting NO were Mayor Nelson and Councilmember Sauer; the motion carried by a 3:2 vote of the Council.

ITEM 8: Mayor Nelson presented the first reading of an ordinance rezoning Lots 39-46, Block 476, Mirror Addition Unit 1, in Section 155, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to amend Planned Development District-107 to allow offsite parking to Planned Development 107 (PD-107) for Wesley Community Center (Vicinity: between Roberts Street and Williams Street and Southeast 15th Avenue and Southeast 16th Avenue.) This item was presented by Sherry Bailey, Senior Planner. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7740

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 ROBERTS ST. AND S.E. 16TH AVE., POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING 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 9: Mayor Nelson presented the first reading of an ordinance determining the lack of Public Necessity for a 20 foot alley in the vicinity of South Vernon Street, South Spring Street, Southeast 17th Avenue and Interstate 40. Vacating and abandoning the described right-of-way. This item was presented by Sherry Bailey, Senior Planner. Motion was made by Councilmember Powell, seconded by Councilmember Sauer, that the following captioned ordinance be passed:

ORDINANCE NO. 7741

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF

AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR AN ALLEY IN THE VICINITY OF S. VERNON STREET, S. SPRING STREET, S.E. 17TH AVENUE AND INTERSTATE-40, POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED RIGHT-OF-WAY SAVE AND EXCEPT A PUBLIC UTILITY EASEMENT; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO ABUTTING LANDOWNERS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING 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 taken out of order:

1E. **CONSIDER -- PURCHASE OF TWO (2) ASL AUTOMATED SIDE LOADERS FOR CART SERVICE:**

(Contact: Glenn Lavender, Fleet Services Superintendent)

Award to: East Texas Mack Truck Sales LLC -- \$578,490.00

Purchase will be through TIPS Contract 170802

This item is the scheduled replacement of Units 7027, 7028, and 7029, 2009 IHC Side Loaders dumpster style, and Unit 7052, 2009 Sterling Rear Loader Refuse Trucks. These vehicles have reached or exceeded their life cycle.

This item was presented by Raymond, Lee, Public Works Director. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that Item 1E be approved. Councilmember Hays stated the citizens who have dumpsters in the front yard, dead-end alleys or trash pickup in the front yards are the only ones being implemented. Mr. Lee replied the dead-end alleys are simply a safety issue.

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 10: Mayor Nelson presented an item considering the purchase of software for the automated curbside collection program. It will enable the Solid Waste Division to efficiently route the collection of trash in those neighborhoods that are currently served by hand collection or by dumpsters set in the front yards. This item was presented by Raymond Lee, Public Works Director. Mr. Miller stated it will allow the City to manage and service more efficiently. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that this item be approved.

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 11: Mayor Nelson presented an item considering the purchase of 95-gallon rollout carts for the automated curbside collection program. It will enable the Solid Waste Division to provide curbside collection of trash in those neighborhoods that are currently served by hand collection or by dumpsters set in the front yards. This item was presented by Raymond Lee, Public Works Director. Mr. Miller stated the carts are a little over \$50 a piece. Councilmember Hays stated the carts will be provided free of charge. Mr. Lee stated there is no extra charge for a second cart. Mr. Lee demonstrated the cart's features. He stated most parts are replaceable. They are estimated to last about 10-years. He stated one of the major complaints has been the wind. They will be evaluating the carts as technology changes, and they will be staying abreast of the changes. They are exploring the possibilities of smaller carts and the need for assistance in rolling the carts for individuals with disabilities. Mr. Lee stated the carts will be bar coded. He stated that additional citizen meetings will be forthcoming for those affected. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that this item be approved.

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 12: Mayor Nelson presented an item approving the Estoppel documents which allows Newcrest Image to obtain financing from Simmons Bank (Prime Lease), and authorizes the City Manager to execute such documents. Mr. Miller stated the City is not spending any monies, and this item just modifies Newcrest Image's original financing documents. Motion was made by Councilmember Powell to approve the Estoppel documents and authorize City Manager to sign such documents, 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.

Item taken out of order:

Item 1(6) Mayor Nelson stated there is a need to begin conversations with our legislative consultants, Blackridge in the next legislative session. She stated some items of interest would be the Vet School and the public improvement district for hoteliers. She asked Council to be thinking about other items, and to begin initiating those conversations. She further stated there may be other areas of interest that the City could be more proactive. Mayor Nelson reiterated the need to be present during the legislative session and development relationships.

ITEM 13: Mr. McWilliams advised at 8:34 p.m. that the City Council would convene in Executive Session per Texas Government Code Section 551.072 – Deliberation regarding real property; discussion regarding purchase, exchange, lease or value of real property: (a) Santa Fe Depot Property and (2) Section 551.072 – Deliberation regarding real property; discussion regarding purchase, exchange, lease or value of real property. (a) Santa Fe Depot Property.

Mr. McWilliams announced that the Executive Session was adjourned at 9:27 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 26, 2018	Council Priority	Community Appearance
--------------	---------------	------------------	----------------------

Department	Planning
------------	----------

Agenda Caption

ORDINANCE NO. _____:

This is the second and final reading of an ordinance rezoning Lots 39-46, Block 476, Mirror Addition Unit 1, in Section 155, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to amend Planned Development District -107 to allow offsite parking to Planned Development 107 (PD-107) for Wesley Community Center (vicinity: between Roberts St and Williams St. and SE 15th Ave. and SE 16th Ave.)

Agenda Item Summary

This section of the City is part of the Barrio Neighborhood. It has a strong sense of history and the cultural diversity of the area. The Wesley Community Center has been an anchor for this neighborhood for many years. In order to continue to provide for the neighborhood the Wesley needs to provide more parking. Their existing lot is overflowing. When the property across the street to the north became available the board felt that would be a perfect expansion area. However, that land is zoned Residential-3 (R-3). Expanding the site to include the new parking area meets the needs of this neighborhood, continues a local community service and utilizes vacant lots in an infill approach that does not impact the neighborhood. During site plan review the parking lot will be required to adhere to design, lighting and landscape buffering standards in order to protect the residential character of the neighborhood.

Requested Action

Planning and Legal Staff have reviewed the associated Ordinance and exhibit and recommend the City Council approve the item as submitted.

(Draft minutes from the P&Z meeting on the 11th will be submitted on the 12th)

Community Engagement Summary

The Planning and Zoning Commission met and held a **Public Hearing** on the 11th of June, 2018. 16 notices had been mailed to the surrounding property owners within 200 ft. fifteen days prior to the

Amarillo City Council

Agenda Transmittal Memo



public meeting

Staff Recommendation

Planning Staff recommends the approval of this Ordinance.

ORDINANCE NO. 7740

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 ROBERTS ST. AND S.E. 16TH AVE., POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of Lots 39 - 46, Block 476, Mirror Addition, Unit No. 1, in Section 155, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District-3 (R-3) to Planned Development District 107 (PD-107) Amended.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 19th day of June, 2018 and **PASSED** on Second and Final Reading on this the 26th day of June, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
Interim City Attorney



± 200.00'

± 140.00'

± 140.00'

63 PROPOSED
PARKING SPACES
(SUBJECT TO CHANGE
UPON FINAL DESIGN)

± 200.00'

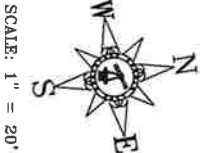
LANDSCAPE AREA

SIDEWALK

LANDSCAPE AREA

SIDEWALK

1505 - 1513 S.E. 16TH AVENUE



SCALE: 1" = 20'

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. THIS DOCUMENT HAS BEEN RELEASED BY DARYL R. FURMAN RPLS 5374 FOR REVIEW PURPOSES ONLY. DATE: 05/01/2018

FURMAN LAND SURVEYORS, INC.



SURVEYING · MAPPING · CONSULTING

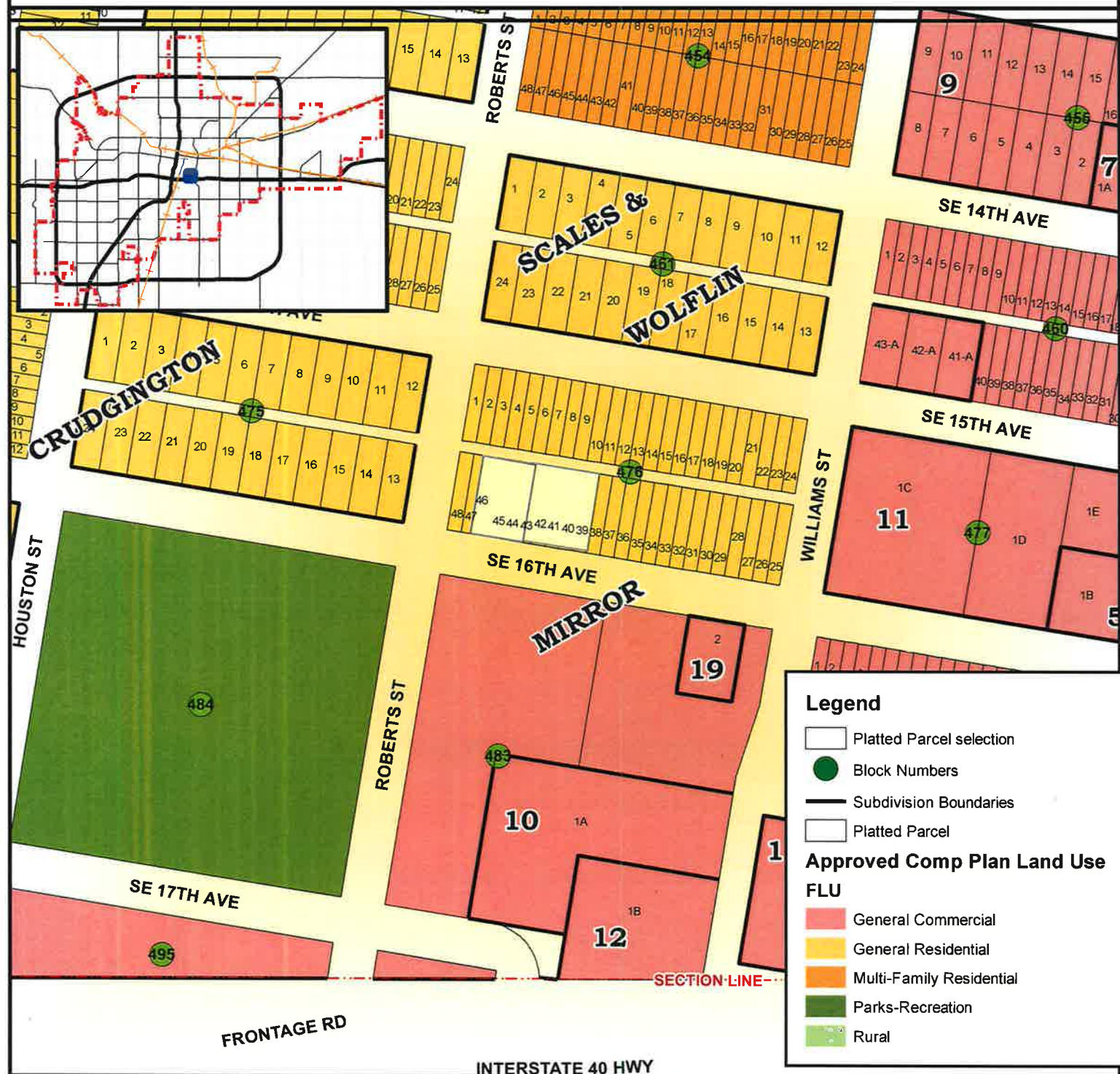
TEXAS · OKLAHOMA · NEW MEXICO
KANSAS · COLORADO

DARYL R. FURMAN, RPLS · DANIEL R. FURMAN, RPLS · DONALD R. FURMAN, RPLS
CASEY A. MANN, RPLS · LANDON M. STOKES, RPLS
HEATHER LYNN LEMONS, RPLS · KYLE L. BRADY, RPLS

TEXAS FRM #10092400 & 10092401
P.O. BOX 1416 · AMARILLO, TEXAS 79105 · (806) 374-4246 · FAX (806) 374-4248
P.O. BOX 464 · DUMAS, TEXAS 75020 · (806) 324-1205 · FAX (806) 324-1482

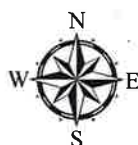
PROJECT NO. 1821723-PARKING FILE NO. 0-12
DRAWING NO. P\SUB 18\POTTER\0-12\1821723\

FUTURE LAND USE FOR CASE Z-18-12
REZONING FROM R-3 RESIDENTIAL
ZONING TO PLANNED DEVELOPMENT -107
(PD- 107) INCORPORATED INTO THE
EXISTING PD-107 FOR WESLEY COMMUNITY CENTER



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 250 feet
Date: 6/7/2018



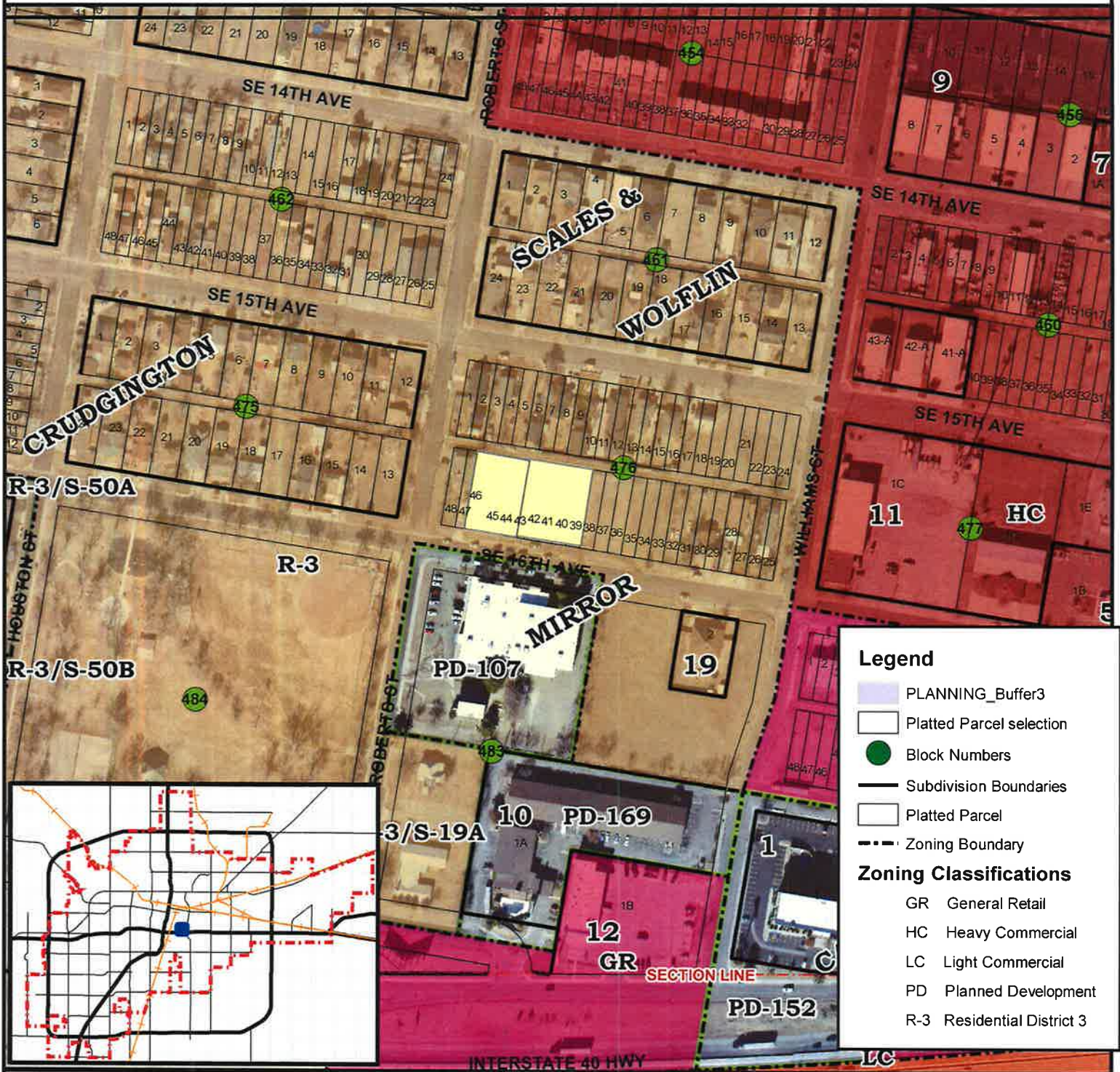
Rezoning of Lots 39 to 43, Block 476, Mirror Addition Unit 1, in Section 155, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public way to amend the Planned Development District PD-107 to add five lots presently zoned Residential -3 (R-3) in order to allow off site parking for the Wesley Community Center.

Applicant: Wesley Community Center

Agent: Furman Land Surveyors

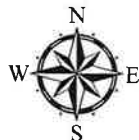
DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo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

CASE Z-18-12
REZONING FROM R-3 RESIDENTIAL
ZONING TO PLANNED DEVELOPMENT -107
(PD- 107) INCORPORATED INTO THE
EXISTING PD-107 FOR WESLEY COMMUNITY CENTER



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 250 feet
Date: 6/7/2018

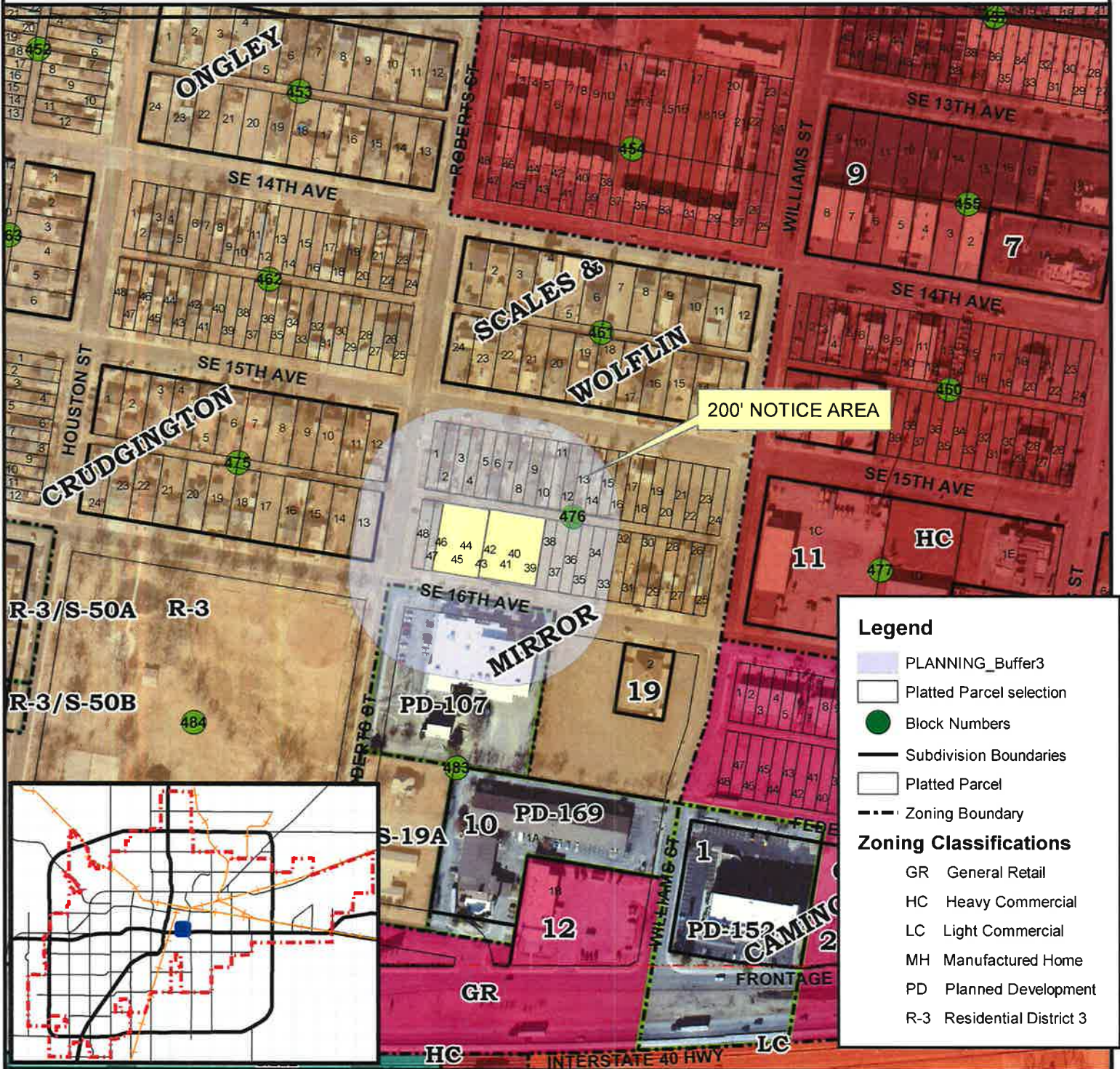


Rezoning of Lots 39 to 43, Block 476, Mirror Addition Unit 1, in Section 155, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public way to amend the Planned Development District PD-107 to add five lots presently zoned Residential -3 (R-3) in order to allow off site parking for the Wesley Community Center.

Applicant: Wesley Community Center
Agent: Furman Land Surveyors

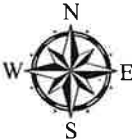
DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo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

CASE Z-18-12
REZONING FROM R-3 RESIDENTIAL
ZONING TO PLANNED DEVELOPMENT -107
(PD- 107) INCORPORATED INTO THE
EXISTING PD-107 FOR WESLEY COMMUNITY CENTER



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 282 feet
Date: 6/7/2018



Rezoning of Lots 39 to 43, Block 476, Mirror Addition Unit 1, in Section 155, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public way to amend the Planned Development District PD-107 to add five lots presently zoned Residential -3 (R-3) in order to allow off site parking for the Wesley Community Center.

Applicant: Wesley Community Center

Agent: Furman Land Surveyors

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.

C



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 26, 2018	Council Priority	Infrastructure
--------------	---------------	------------------	----------------

Department	Planning
------------	----------

Agenda Caption

ORDINANCE NO. _____:

This is the second and final reading of an ordinance determining the lack of Public Necessity for a 20 foot alley in the vicinity of S. Vernon Street, S Spring St., S.E. 17th Ave. and Interstate – 40: vacating and abandoning the described right –of –way.

Agenda Item Summary

This Ordinance is being passed for the purpose of allowing the owner of the entire block to utilize this space for the loading and unloading of his large transport trucks. He would like to leave them in a stationary position which at his plumbing storage warehouse facility. This would also allow him to fence and lock the entire block for security. The city would retain a public Utilities Easement in order to access the existing lines in the alley.

Requested Action

Planning and Legal Staff have reviewed the associated Ordinance and exhibit and recommend the City Council approve the item as submitted.

Draft Minutes for P&Z

(Due for placement June 12th)

Community Engagement Summary

This item was on the Planning and Zoning Commission agenda on June 11, 2018. The item was recommended for approval by the Planning and Zoning Commission at its Public Meeting

Staff Recommendation

This item underwent review by the city departments concerned and all recommended approval. Planning Staff now recommends approval as presented.

ORDINANCE NO. 7741

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR AN ALLEY IN THE VICINITY OF S. VERNON STREET, S. SPRING STREET, S.E. 17TH AVENUE AND INTERSTATE-40, POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED RIGHT-OF-WAY SAVE AND EXCEPT A PUBLIC UTILITY EASEMENT; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO ABUTTING LANDOWNERS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo has been petitioned to abandon an existing twenty foot alley in the vicinity of S. Vernon Street, S. Spring Street, S.E. 17th Avenue and Interstate 40 in Potter County, Texas except for a public utility easement to retain for current and existing utilities; and

WHEREAS, after reviewing information presented in the petition, the Planning and Zoning Commission of the City of Amarillo has recommended to the City Council that there is no public necessity for the following described Alley; and

WHEREAS, the City Council, having reviewed said recommendation and having considered all relevant information pertaining to the proposed vacation described below, is of the opinion that the alley right-of-way described is no longer necessary and no longer serves a public purpose; and

WHEREAS, the City Council further decides that such vacation of alley right-of-way excepted the public utility easement, which is retained for current utilities; and

WHEREAS, the City Council further determined that this alley closure is not detrimental or injurious to the public health, safety or general welfare, or otherwise offensive to the neighborhood.

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

SECTION 1. The herein-described Alley is vacated and abandoned for public purposes:

V-18-02 Vacation of an existing 20 ft. alley in Block 16, Benton Highland Addition, in Section 123, Block 2, AB&M Survey, Potter County, Texas (Vicinity: S. Vernon St., S. Spring St., S.E. 17th Ave. and Interstate-40) and being further described in attached Exhibit 2.

SAVE AND EXCEPT: The City of Amarillo is reserving a Public Utility Easement retained over the entire area of abandonment.

SECTION 2. The City Manager is authorized to execute an instrument of conveyance to abutting land owner(s) in accordance with this Ordinance and the law.

SECTION 3. Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of conflict with this Ordinance.

SECTION 4. Severability. If any provision, section, subsection, clause or the application of sale 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 reason of unconstitutionality of any other portion or provision.

SECTION 5. Effective Date. This Ordinance shall be 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 19th day of June, 2018 and **PASSED** on Second and Final Reading on this the 26th day of June, 2018.

ATTEST:

Ginger Nelson, Mayor

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
Interim City Attorney

EXHIBIT 2

1821681 – Alley vacation, Benton Highland Block 16

The 20' wide alley lying between Lots 1 thru 6 and 7 thru 12 of Block 16 of Benton Highland Addition, an addition to the City of Amarillo in Potter County, Texas, according to the map or plat thereof, recorded in Volume 139, Page 53 of the Deed Records of Potter County, Texas, being a portion of that certain tract of land described in that certain instrument of conveyance recorded under Clerk's File No. 2017OPR0017338 of the Official Public Records of Potter County, Texas. Said 20' alley being described by metes and bounds as follows:

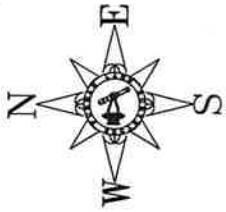
BEGINNING at a 1/2 inch iron rod with cap found in the East Right-of-Way line of S. Spring Street at the Northwest corner of Lot 7 of said Block 16, same being the Southwest corner of this alley;

THENCE N. 00° 02' 34" W., 20.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the Southwest corner of Lot 6 of said Block 16, same being the Northwest corner of this alley;

THENCE EAST (base line) 299.93 feet along the South lines of Lots 6, 5, 4, 3, 2, and 1 of said Block 16 to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the West Right-of-Way line of S. Vernon Street at the Southeast corner of said Lot 1, same being the Northeast corner of this alley;

THENCE S. 00° 04' 52" E., 20.00 feet to a 1/2 inch iron rod with cap found at the Northeast corner of Lot 12 of said Block 16, same being the Southeast corner of this alley;

THENCE WEST 299.94 feet along the North lines of Lots 12, 11, 10, 9, 8, and 7 of said Block 16 to the POINT OF BEGINNING.

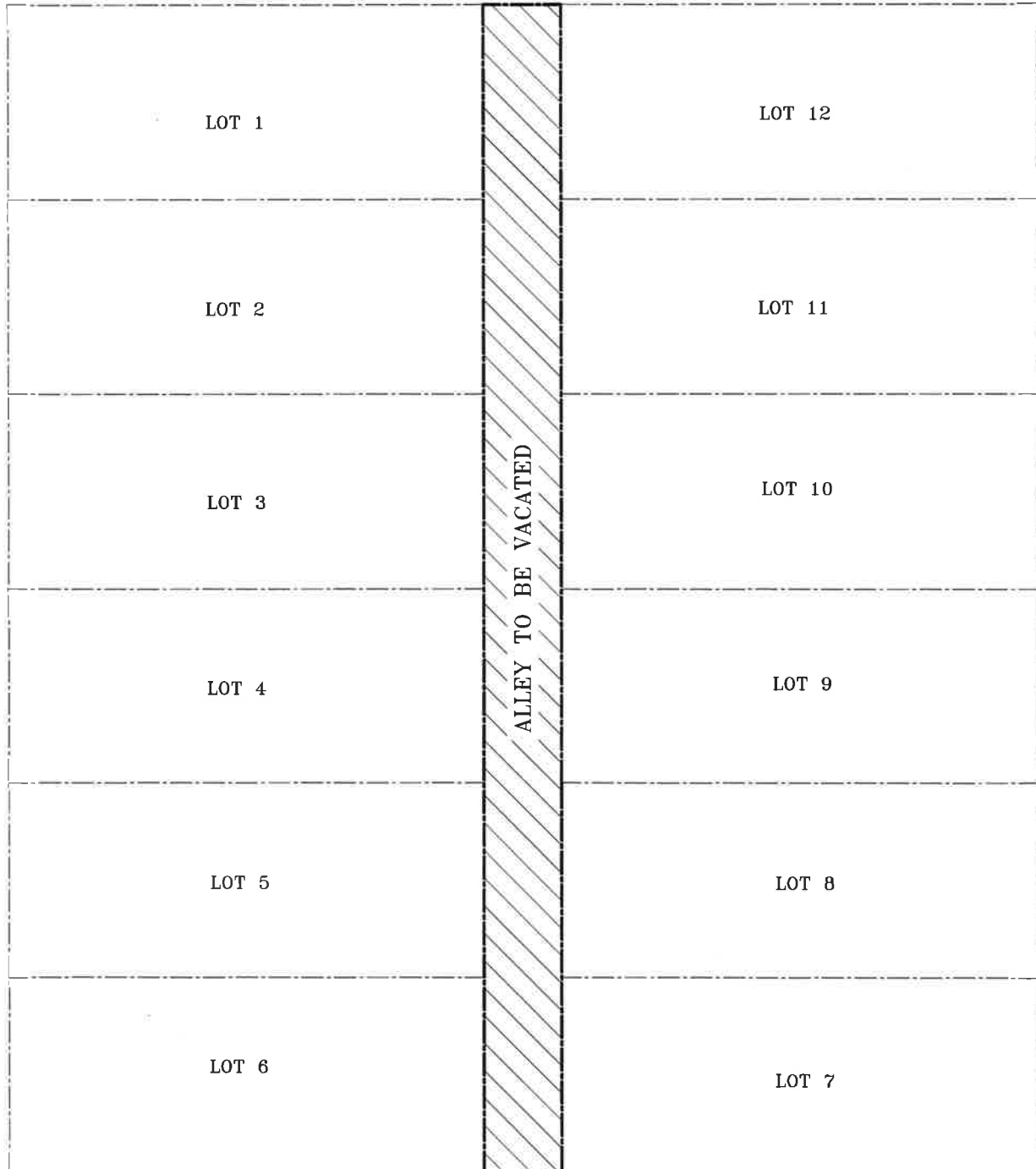


SCALE: 1" = 40'

BLOCK 16
BENTON HIGHLAND ADDITION

S. VERNON STREET

S.E. 17TH AVENUE



INTERSTATE-40 EAST

S. SPRING STREET

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. THIS DOCUMENT HAS BEEN RELEASED BY DARYL R. FURMAN RPLS 5374 FOR REVIEW PURPOSES ONLY.
DATE: 02/26/2018

FURMAN LAND SURVEYORS, INC.


SURVEYING · MAPPING · CONSULTING
TEXAS · OKLAHOMA · NEW MEXICO
KANSAS · COLORADO

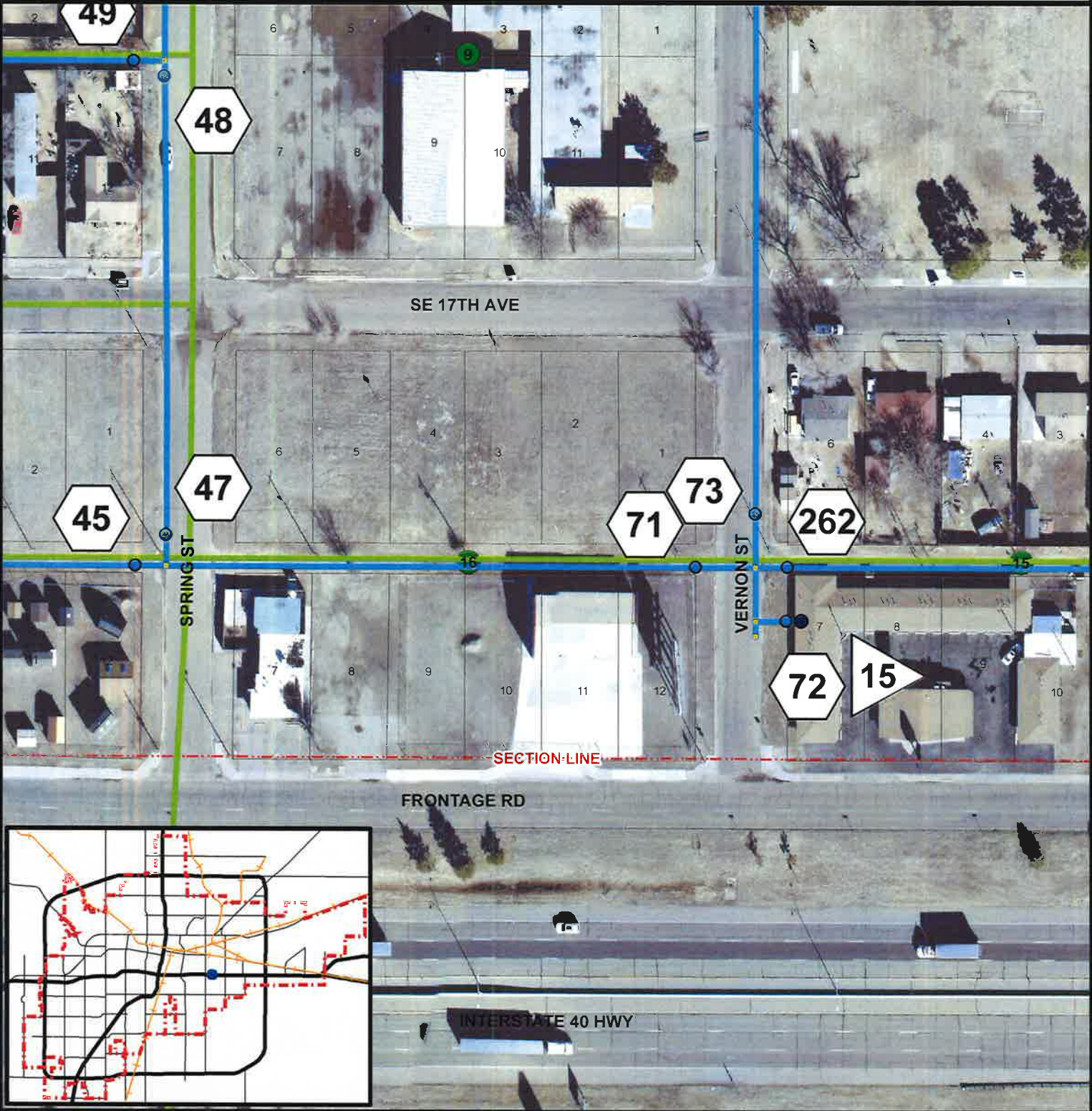
DARYL R. FURMAN, RPLS · DANIEL R. FURMAN, RPLS · DONALD R. FURMAN, RPLS
CASEY A. MANN, RPLS · LANDON M. STOKES, RPLS
HEATHER LYNN LEMONS, RPLS · NOAH C. HUNTINGTON, RPLS
M.K. McENTIRE, RPLS · KYLE L. BRADY, RPLS
TEXAS FIRM #10092400 & 10092401
P.O. BOX 1416 · AMARILLO, TEXAS 79105 · (806) 374-4246 · FAX (806) 374-4248
P.O. BOX 464 · DUMAS, TEXAS 79029 · (806) 934-1405 · FAX (806) 934-1482

PROJECT NO. 1821681-VACATE FILE NO. Q-12
DRAWING NO. P:\SUB 18\POTTER\Q-12\1821681\



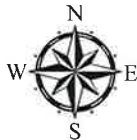


Benton Highland Addition Alley Vacation
ZB1800574/V-18-02



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 90 feet
Date: 4/10/2018



Applicant: Furman Land Surveyors
Vicinity: Vernon St. and I-40 Access Road
Case Manager: Sherry L. Bailey

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 26, 2018	Council Priority	Fiscal Responsibility
Department	Central Stores		
Contact	Trent Davis		

Agenda Caption

Award – The purchase of new lights and poles for downtown projects

Award to Techline Inc., in the amount of \$70,324.25

This award is to approve the purchase of Downtown Lights and Poles

Agenda Item Summary

Award of Downtown Lights and Poles

Requested Action

Consider approval and award for the City’s Downtown Lights and Poles

Funding Summary

Funding for this award is available in the Central Stores Inventory Account 1000.15400

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of this contract

Bid No. 6141 LIGHTS AND POLES FOR DOWNTOWN PROJECTS
Opened 4:00 p.m. May 15, 2018

To be awarded as one lot		TECHLINE INC
Line 1 Special color light fixture, per specifications		
30 ea	Unit Price	\$1,184.000
	Extended Price	35,520.00
Line 2 Special color bracket, per specifications		
15 ea	Unit Price	\$266.000
	Extended Price	3,990.00
Line 3 Special color light pole, per specifications		
15 ea	Unit Price	\$1,933.000
	Extended Price	28,995.00
Line 4 Custom color charge, per specifications		
15 ea	Unit Price	\$37.950
	Extended Price	569.25
Line 5 Anchor bolts for street lights, per specifications		
1 ea	Unit Price	\$1,250.000
	Extended Price	1,250.00
Bid Total		70,324.25

Award by Vendor

70,324.25

E



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 26 th , 2018	Council Priority	Fiscal Responsibility, Best Practices, Customer Service
Department	Public Works - Fleet Services Division		
Contact	Glenn Lavender, Fleet Services Superintendent		

Agenda Caption

CONSIDER: Approval of Motor Fuel Annual Contract.

Award to: Global Montello Group Corp. based from Best Evaluated bid awarded as one lot.

Agenda Item Summary

Motor fuel annual contract. 850,000.00 gallons-ULSD Grade 2-D-Diesel and 700,000 gallons of Unleaded Motor Fuel used by all City of Amarillo Fleet vehicles. Contract is for one (1) year with two (2) renewals based on purchasing policies and procedures. Pricing for contract is based off OPIS (Oil Price Information Service) daily rack average for Amarillo Area. Motor Fuel Contract will be awarded with discounted OPIS pricing of -.0285pg Diesel and -.0150pg Unleaded.

Requested Action

Recommend award of one (1) year contract with two (2) optional renewals.
Annual Contract proposal was bid out to 31 vendors with 6 responses.

Funding Summary

Funding for this contract will be from 6100.15420 Fleet Services Fuel Inventory.
Estimated cost per year \$2,728,800.00

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of annual contract for Motor Fuel.

Bid No. 6085 MOTOR FUEL- ANNUAL CONTRACT
Opened 4:00 p.m. May 10, 2018

To be awarded as one lot		GLOBAL MONTELLO		MANSFIELD OIL COMPANY		PETROLEUM TRADERS CORPORATION		DAVIDSON OIL		CENTERGAS FUELS INC		GOLD STAR PETROLEUM INC	
		GROUP CORP											
Line 1 Fuel oil, diesel ultra low sulfur diesel, grade 2-d, per specifications 850,000 ea		(\$0.0285)		(\$0.029)		\$0.023		\$0.000		\$0.044		\$0.093	
Unit Price													
Extended Price		(24,225.00)		(24,395.00)		19,125.00		-		37,740.00		78,625.00	
Line 2 Fuel oil, unleaded regular gasoline, grade 2-d, per specifications 700,000 ea		(\$0.015)		\$0.012		\$0.019		\$0.000		\$0.064		\$0.086	
Unit Price													
Extended Price		(10,500.00)		8,050.00		13,230.00		-		44,450.00		60,410.00	
Bid Total		(34,725.00)		(16,345.00)		32,355.00		-		82,190.00		139,035.00	

Award by Vendor (34,725.00)

4



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 26, 2018	Council Priority	Transportation Systems & Redevelopment
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER: Approval of the lease agreement between the City of Amarillo and Truman Arnold Companies (TAC Air).

Agenda Item Summary

This item is a replacement lease agreement for TAC Air to continue to operate the Fixed Base Operator (FBO) at the Rick Husband Amarillo International Airport until December 31, 2049. Included in this lease is the requirement for TAC Air to construct a new executive terminal building with a value of at least \$1 million dollars; and the option to extend the lease for an additional 15 years if TAC Air invests an additional \$1.5 million over the term of the agreement. The lease also outlines the requirements for TAC Air to operate the FBO, details the rates and charges they are able to charge customers, and sets forth a new payment rate schedule.

Requested Action

Consider approval of the TAC Air lease agreement.

Funding Summary

This is a revenue agreement.

Community Engagement Summary

Level 1. Little to no impact. This is a replacement agreement to the TAC Air existing agreement.

Staff Recommendation

Airport staff recommends approval of the lease agreement.

**FIXED BASE OPERATOR LEASE AND OPERATING AGREEMENT
BETWEEN**

**THE CITY OF AMARILLO
AND
TRUMAN ARNOLD COMPANIES (D/B/A TAC AIR)**

JULY 1, 2018

**FIXED BASE OPERATOR LEASE AND OPERATING AGREEMENT BETWEEN
THE CITY OF AMARILLO AND TRUMAN ARNOLD COMPANIES (D/B/A TAC AIR)**

Table of Contents

SECTION 1 PREMISES 2

SECTION 2 TERM..... 3

SECTION 3 MINIMUM STANDARDS; USES REQUIRED AND PERMITTED 3

SECTION 4 RENTALS, FEES, AND CHARGES 4

SECTION 5 ACCOUNTING RECORDS 6

SECTION 6 IMPROVEMENTS 7

SECTION 7 RIGHTS OF TERMINATION 8

SECTION 8 INSURANCE..... 10

SECTION 9 INDEMNITY 12

SECTION 10 FAIR AND EQUITABLE TREATMENT 13

SECTION 11 SIGNS 13

SECTION 12 MAINTENANCE 13

SECTION 13 TAXES AND LICENSES 14

SECTION 14 UTILITES 14

SECTION 15 LAWS AND REGULATIONS..... 15

SECTION 16 FIRE SAFETY AND SECURITY 15

SECTION 17 EASEMENTS 16

SECTION 18 ACCESS BY TITLE AUTHORITY..... 16

SECTION 19 HOLDING OVER..... 16

SECTION 20 NON-DISCRIMINATION 16

SECTION 21 ASSIGNMENT 17

SECTION 22 FOOD AND BEVERAGE; VENDING 19

SECTION 23 GENERAL COVENANTS AND CONDITIONS..... 19

SECTION 24 NOTICES, ENTIRE AGREEMENT 22

SECTION 25 ENVIRONMENTAL MATTERS 23

EXHIBIT A..... 26

EXHIBIT B..... 27

FIXED BASE OPERATOR LEASE AND OPERATING AGREEMENT

THIS Fixed Base Operator Lease and Operating Agreement ("Agreement") is entered into by and between the City of Amarillo, ("City" or "Airport" or "Lessor"), and Truman Arnold Companies, a corporation organized and existing under the laws of the State of Texas doing business as "TAC Air" ("Lessee") on this 1st day of July, 2018.

WITNESSETH:

WHEREAS, The City of Amarillo is the owner and operator of the Rick Husband Amarillo International Airport ("Airport"); and

WHEREAS, The City and Lessee, previously entered into an Airport Ground Lease and Line Services Operator License dated as of July 24, 2001, as amended by a First Amendment dated December 26, 2001 and Second Amendment dated September 13, 2011 ("Lease"); and

WHEREAS, Lessee has requested that the City extend the term of the Lease in consideration for Lessee's agreement to expend a minimum of One Million Dollars (\$1,000,000.00) in the renovation and/or construction of improvements on the leased premises as set forth herein; and

WHEREAS, in order to accommodate Lessee's request the parties hereby agree to terminate the Lease and to enter into this Agreement which shall upon execution supersede and replace the Lease; and

NOW, THEREFORE, in consideration of the agreements set forth herein and of the mutual covenants herein set forth, the parties agree as follows:

SECTION 1 PREMISES

Section 1.1 The City does hereby demise and let unto Lessee and Lessee does hereby lease and take from the City the real property described in Exhibit A attached to this Agreement and by this reference made a part of this Agreement ("Leased Premises"), together with all rights (including, but not limited to, the rights of ingress and egress) licenses and privileges needed in connection therewith for operating as a Fixed Based Operator on the Leased Premises. The Leased Premises consists of approximately 701,793 square feet of combined building, paved, and land area.

Section 1.2 Lessee covenants that it will use its best efforts to prevent the general public (other than employees, customers and visitors of the Lessee and the Lessee's sub-lessees while

conducting business at the Leased Premises) from parking automobiles on the Leased Premises, and in no event shall the Lessee operate a public automobile parking facility and/or charge for automobile parking (other than charging its employees, customers and visitors of the Lessee and the Lessee's sub-lessees while conducting business at the Leased Premises) on the Leased Premises. The Lessee shall use, and shall permit others to use, automobile parking spaces on the Leased Premises solely for the parking of automobiles of persons employed by businesses operating on or patronizing the Leased Premises.

SECTION 2 TERM

Section 2.1 Lessee shall have and hold said Leased Premises for a period of thirty one (31) years and six (6) months, commencing at 12:01 a.m. local time on the day and year first above written and ending on the 31st day of December, 2049 at 11:59p.m. local time.

Section 2.2 At the end of the term of this Agreement, or at any time this Agreement is earlier terminated, the Lessee shall, within forty-five (45) days after the date of termination, remove itself and all personal possessions, excluding fixtures and other permanent improvements, and vacate the Leased Premises.

Section 2.3 If, during the Term of this Agreement, and in addition to the capital improvements contemplated in Section 6.2 herein, Lessee expends at least an additional One Million Five Hundred Thousand Dollars (\$1,500,000) on construction of improvements on the Airport, the Term of this Agreement shall be extended fifteen (15) years. For purposes of this Section 2.3, capital improvements in excess of the minimum amount specified in Section 6.2, herein, shall be credited toward this additional amount.

SECTION 3 MINIMUM STANDARDS; USES REQUIRED AND PERMITTED

Section 2.1 For the conduct of its business on the Airport, the Lessee covenants that it is at the time of execution of this Agreement and will be throughout the duration of this Agreement, in compliance with the "Minimum Standards for Commercial Aeronautical Activities at the Rick Husband Amarillo International Airport" (the "Minimum Standards") as amended or modified from time to time and as approved by the City. The Minimum Standards are hereby made part of this agreement and incorporated herein by reference and a copy of the Minimum Standards may

be obtained at the Airport Administration Offices. The Lessee agrees to comply with the provisions of amendments to the Minimum Standards as may be enacted by the City from time to time during the term of this Agreement.

Section 3.2 Lessee is hereby designated a general Fixed Base Operator, and is authorized by the City to engage in a full range of aeronautical duties and furnish a full range of aeronautical services. These activities and services are more particularly specified in Section I, Item B, of the Minimum Standards.

Section 3.3 All requests by Lessee to provide other services and activities not provided for in the Minimum Standards shall be submitted to the City in writing with a clear and concise description of the proposed service accompanied by the appropriate exhibits. Approval or rejection of any such proposal made to the City will be made by the City in writing.

Section 3.4 Nothing herein shall limit, restrict, or take away the Lessee's right to enter into an agreement to do business with any manufacturer, distributor, wholesaler, or retailer, service representative, supplier or other agent of his choice, except as may be specifically stated herein.

SECTION 4 RENTALS, FEES, AND CHARGES

Section 4.1 Lessee shall pay to the City as rentals, fees, and charges for the Leased Premises the following:

a. For the first ten (10) years of this agreement, the rental amounts specified in Exhibit B of this Agreement. Said annual rental amounts shall be payable in twelve (12) equal monthly payments, payable in advance, on or before the first business day of each calendar month of the term; and

b. For in-flight catering services rendered to aircraft carrying fifty (50) or more passengers, Lessee agrees to pay to the City a percentage of the gross receipts from catering such that the total percentage payable to the City will equal the percentage paid to the City by the food and beverage concessionaire(s) in the Airport Terminal (currently 10%) which payment shall be due on or before the fifteenth (15) day following the end of each calendar month in which the catering services were provided; and

c. Five and one quarter cents (\$.05250) per gallon of aviation fuel sold during each month from the Leased Premises to all customers, except Department of Defense contract fuel

customers, which payment shall be due on or before the fifteenth (15th) day following the end of each calendar month during which the aviation fuel was sold; and

d. Four and one quarter cents (\$.04250) per gallon of aviation fuel sold during each month from the Leased Premises to all aircraft purchasing fuel through a Department of Defense fuel contract (typically administered by the Defense Logistics Agency – Energy), which payment shall be due on or before the fifteenth (15th) day following the end of each calendar month during which the aviation fuel was sold.

Section 4.2 Lessee shall furnish to the City a report of total gross revenues derived from catering sales in Section 4.1(b) herein, the number of gallons of aviation fuel sold during the preceding calendar month, and landing fees collected in accordance with Section 4.5 herein, by the fifteenth (15th) day following the end of each calendar month for sales made during the prior month. Lessee shall keep accurate books and records of these items and shall permit the City to examine and inspect such books and records at any reasonable time.

Section 4.3 The parties hereto agree that the rentals, fees, and charges provided in Section 4.1(a) above shall be increased in accordance with changes in the Producer Price Index (PPI) series 488190488190 (“Other support activities for air transport”) as calculated by the U.S. Department of Labor, Bureau of Labor Statistics, (www.bls.gov) or such other index as might replace it, at the beginning of the eleventh (11th) year of this Agreement, then once every five (5) years thereafter for the duration of this Agreement, including any and all extensions (i.e., at the beginning of year 11, year 16, year 21, etc.). All calculations shall be performed when the final statistics for the relevant five (5) year period are available from the Bureau of Labor Statistics (or any successor entity) and any and all increase shall apply retroactively to the beginning date of the calculation.

Section 4.4 RESERVED

Section 4.5 Pursuant to the Minimum Standards, Lessee shall be obligated to collect landing fees from persons or entities using the Airport facilities which are not signatories to any lease, license, or operating agreement with the City and Lessee shall remit a payment of seventy-five percent (75%) of such collections to the City on or before the fifteenth (15th) day following the end of each calendar month during which such fees were collected.

Section 4.6 Lessee agrees that an audit may be made of Lessee’s books and records at any reasonable time during normal business hours and on reasonable notice by the City or by a

designated agent of the City. If such audit indicates an underpayment of an amount equal to two percent (2%) or greater of the amounts due to the City under this section of the Agreement, the Lessee shall pay the amount due plus the cost to the City of the audit. Payment shall be made by Lessee within fifteen (15) calendar days after Lessee's receipt of City's billing and a copy of the audit. Lessee may, however, within that time file with the City written exceptions to the audit. Any exceptions timely filed shall be resolved within thirty (30) days in accordance with the usual manner of settling disputes. Any overpayment to the City revealed by such audit will be credited against the next payment due from Lessee.

Section 4.7 Within one hundred twenty (120) days after the close of each calendar year hereunder, Lessee shall furnish to the City a statement of gross revenues arising out of its leasing, sales, services and other activities hereunder for the preceding year. Such statements shall be certified by an officer of the Lessee.

Section 4.8 Any payment not delivered to the City when due shall be subject to a late payment charge of one and one-half percent (1 ½%) per month until paid, except those payments found by audit as described in paragraph 4.6 above.

Section 4.9 The City shall have the right to negotiate, at its sole discretion, the fuel fees enumerated in Section 4.1.c and 4.1.d above every ten (10) years of this Agreement, including any extensions hereof. Such negotiations, if enacted, shall take place at least one hundred eighty (180) days prior to the end of each ten (10) year period following the execution date of this Agreement, and if no agreement to modify the fuel fees is agreed upon between the parties at least ninety (90) days prior to the end of any ten (10) year period, then the parties automatically agree that the fuel fees will remain the same for the next ten (10) year period.

SECTION 5 MAINTENANCE OF ACCOUNTING RECORDS

Section 5.1 Lessee shall maintain books, records, and accounts in accordance with generally accepted accounting principles and in such form and detail as shall adequately and correctly reflect and account for the business transactions of the Lessee. Said books, records, and accounts shall be open for inspection and audit by the City upon reasonable notice and during normal business hours and shall be maintained by Lessee for a period of four (4) years following the year during which the business transaction(s) occurred.

SECTION 6 IMPROVEMENTS

Section 6.1 No improvements shall be made on the Leased Premises by Lessee without the written consent of the City. All such improvements shall comply with the Airport Design Group ('ADG'), then current safety regulations, building codes, fire regulations, and applicable laws and ordinances of the United States, the State of Texas, and the City of Amarillo. All such improvements shall be pursued to completions once initiated with the exercise of all due diligence and attention and without undue delay.

Section 6.2

a. Lessee covenants and agrees that it will make capital improvements to the Leased Premises by the investment of at least One Million Dollars (\$1,000,000.00) exclusive of finance interest, legal or accounting fees, or overhead expenses by or before December 31, 2019, in the form of a new FBO executive terminal building, which shall replace the existing FBO executive terminal building. Temporary executive terminal facilities adjacent to the existing executive terminal site shall not incur a separate airport lease fee. Airport and Lessee shall agree to the placement of the temporary executive terminal prior to its placement. Lessee shall be solely responsible for all utilities and any other expenses involved with temporary executive terminal facilities.

b. Lessee understands and agrees that no liens, including but not limited to mechanic's or material men's liens, will be tolerated on City property, and Lessee agrees to remove any such lien(s) immediately, either by payment or bonding it off.

c. Lessee agrees to make the capital improvements contemplated in this section no later than December 31, 2019.

Section 6.3 Lessee further agrees and understands that its commitment for expenditures for additional capital improvements contained in this Section 6.2 is accepted by the City in lieu of rental for the capital improvements, title to which will vest in the City upon termination of this Lease.

Section 6.4 It is understood and agreed that the Master Plan for the Rick Husband Amarillo International Airport designates an area of the Leased Premises for possible expansion of the commercial passenger terminal at the Airport. Lessee shall not be authorized to construct any permanent improvements in this area.

Section 6.5 All improvements made by the Lessee to the Leased Premises shall be in accordance with the Federal Aviation Administration approved Airport Master Plan, as it may be amended from time to time, unless prior written approval to do otherwise is granted by the City. All improvements made by the Lessee to the Leased Premises shall be subject to the prior architectural, engineering, and contractor approval of the City and subject to the Airport Design Guidelines and the Airport Supplemental Design Guidelines. Performance and Payment Bonds in amounts commensurate with the cost of the improvements shall be required by the City to be posted by the Contractor in connection with all improvements to the Leased Premises made by the Lessee.

SECTION 7 RIGHTS OF TERMINATION

Section 7.1 Except as otherwise set forth herein, upon any failure of performance of the terms of this Agreement by Lessee, or in the event of flagrant or repeated violations by Lessee's officers, agents, or employees, of the Airport Rules and Regulations, which Rules and Regulations are incorporated herein by reference, the Minimum Standards or any other written mandate approved by the City Council of the City of Amarillo, the City may elect to treat such failure or violation as a breach of this Agreement and may cancel and terminate this Agreement by giving written notice to Lessee. Upon receipt of such notice, Lessee shall have a period of thirty (30) days thereafter within which to remedy such breach, provided that, in the event the breach cannot be remedied within such period the Lessee must nevertheless, within such period, initiate the remedy and diligently and continuously prosecute its completion. Should Lessee fail to remedy such breach or initiate the remedy within the prescribed thirty (30) days, this Agreement shall be considered terminated immediately and without further notice to Lessee. The City may at its sole discretion extend the time for remedy of the breach for such additional time as it deems necessary to correct same.

Section 7.2 In addition to the right of the City to terminate the Agreement as forth in 7.1 above, the City shall have the right to terminate this Agreement immediately upon the occurrence of any one or more of the following circumstances, which termination shall be accompanied by written notice to Lessee setting forth the effective date of termination:

a. In the event that there is any default in payment by the Lessee of rentals, fees, and charges due to the City under this Agreement and such default continues for ten (10) days

following written notice by the City to the Lessee of sums due, owing, and unpaid, which payment is not contested by Lessee within ten (10) days following the written notice of default.

b. Upon receipt by City of notice of cancellation of Lessee's insurance, or upon receipt of notice of reduction of Lessee's insurance below the limited required herein, Lessee shall be required to cease all operations immediately, and shall have a period of thirty (30) days within which to replace said insurance or restore it to the required limits; and Lessee's failure to do so within said period shall constitute grounds for termination.

c. Upon receipt of notice of the filing of voluntary petition of bankruptcy by Lessee; adjudication of Lessee as bankrupt; the filing of any involuntary petition of bankruptcy against Lessee and failure of Lessee to have the same dismissed within a reasonable time; appointment of receiver of Lessee's assets; the making of a general assignment for the benefit of creditors; the filing of a petition or answer seeking an arrangement for the reorganization of Lessee under any Federal Reorganization Act, including petitions and answers under the Federal Bankruptcy Act; the occurrence of any act which operates to deprive the Lessee permanently of the rights, powers and privileges necessary for the proper conduct and operation of the privileges granted herein; or, the levy of any attachment or execution which substantially interferes with Lessee's operation under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

d. Upon the voluntary abandonment, vacating, or discontinuance of Lessee's operations on the Leased Premises for more than seventy-two (72) consecutive hours, unless such abandonment, vacating, or discontinuance is caused by national emergency, order of a governmental authority, Act of God, or similar causes not within the Lessee's control.

e. Issuance by any Court of competent jurisdiction of any injunction substantially restricting the Lessee's activities and the continuation of the injunction, whether permanent or temporary, for a period of thirty (30) days.

Section 7.3 The City shall have the right to terminate this Agreement as to all or any portion of the Leased Premises needed for approved Airport expansion provided the City gives three hundred and sixty five (365) days advance written notice to Lessee of the need to reclaim all or a portion of the Leased Premises for approved airport expansion, and purchases from the Lessee the unamortized portion of any improvements on any reclaimed property. City agrees in such event to make a reasonable effort to offer Lessee, from any other Airport area designated or suitable for

use by fixed base operators, an alternative site with similar operating area, with access to ramp and other airport facilities equivalent to that offered to any other fixed base operator on the Airport (if any), and upon lease terms reasonably related to the extent of relocation of Lessee's operations which may be required of Lessee.

Section 7. Lessee shall have the right to terminate this agreement at any time during its term after the occurrence of any one or more of the following circumstances, which termination shall be accomplished by written notice to the City setting forth the effective date of termination;

a. The City commits any act or acts preventing the Lessee from conducting reasonable normal business activities and operations for a period of more than thirty (30) days.

b. The interruption of the normal business activities of Lessee or its operations for a period of more than thirty (30) days due to civil strife and commotion, acts of military power, damage to the runways, or issuance of Court Order restraining the use of the Airport.

SECTION 8 INSURANCE

Section 8.1 At all times during the term of this Agreement or any agreed upon extended term hereof, Lessee shall maintain in force a policy or policies of insurance issued by a company or companies duly authorized to do business in the State of Texas and with a Best Rating of B+ or better, covering the Leased Premises and any additional premises necessary or incidental to Lessee's operations with the following coverages:

- a. Commercial General Liability Insurance with a minimum bodily injury and property damages per occurrence limit of \$10,000,000.00 for coverage of bodily injury and property damage; personal and advertising injury; and products/completed operations. Additionally the policy shall contain Independent Contractor Coverage, Ground Hangarkeepers liability, blanket contractual liability coverage for liability assumed under the Lease, and medical expense coverage of \$5,000.00 any one person.
- b. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000.00 for bodily injury and property damage.
- c. Aircraft Liability Insurance for all Operator owned or operated aircraft with a minimum bodily injury and property damage per occurrence limit of

\$10,000,000.00. The policy shall also contain non-owned aircraft liability and blanket contractual coverage for liability assumed under the Lease.

- d. Workers' Compensation and Employers Liability coverage with limits consistent with the Texas Workers' Compensation Act and minimum policy limits for Employers Liability of \$1,000,000.00.

These limits may be changed from time to time by the City.

Section 8.2 The City, its council, officers, and employees shall be named as additional insureds for commercial general liability and business automobile liability; certificates evidencing such coverage shall be provided to the City. The workers' compensation and employer's liability must contain a waiver of subrogation in favor of the City. All policies shall be endorsed to provide for notice by the company to the City in writing at least thirty (30) days prior to the amendment, cancellation, or termination of any policy or policies of insurance provided by the Lessee pursuant to the terms of this Agreement.

Section 8.3 The Lessee shall at all times during the term hereof, provide fire and extended coverage insurance for each permanent or temporary building or other facility situated within the Leased Premises, in an amount adequate to provide for the repair or replacement of each structure if damaged or destroyed. Such insurance shall provide coverage at all times in an amount equal to at least ninety percent (90%) of the replacement cost of each building or facility, and shall be issued by a company duly authorized to do business in the State of Texas; and such insurance shall name the City as an insured as its interest shall appear.

Section 8.4 The proceeds of such insurance shall be used by the Lessee exclusively for the repair or replacement of each such building or facility damaged or destroyed by fire or other covered peril in the minimum possible time, and the building or facility shall be returned to its pre-damaged condition or so improved or modified as to be equivalent in value to the pre-damaged building or facility, unless otherwise agreed to by the City.

Section 8.5 The Lessee shall be solely responsible for providing and maintaining any insurance required by it covering fire, theft and/or other peril on the contents of buildings and facilities occupied by it or its subtenants within the Leased Premises.

Section 8.6 The Lessor shall, under no circumstance, be liable for any loss of revenue to Lessee due to diminished, impeded, or complete loss of operational capability which is a result

of fire, other destruction, or partial destruction, of any building or equipment that is insurable under any policy provided by Lessee or Lessor.

SECTION 9 INDEMNITY

Section 9.1 Lessee shall protect, defend, indemnify and hold harmless the City and its Council, officers and employees from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, interest and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Leased Premises, or out of the acts or omissions of Lessee's officers, agents, employees, subtenants, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death, or damage is caused predominately by the negligence of the agents, servants, or employees of the City. The City shall give to Lessee prompt and timely notice of any such claim or action. The City shall be entitled to choose counsel to represent it, at Lessee's expense, in connection with the matters covered by the provisions of this Section, and said provisions shall survive the expiration or early termination of this Agreement.

Section 9.2 Lessee agrees to insure the above contractual obligation to City. Lessee and its insurer, or either of them, shall have the right to compromise and defend all claims, actions, suits, or proceedings to the extent of the Lessee's interest therein; and in connection therewith, the parties hereto agree to cooperate fully with each other and with Lessee's insurer in the defense thereof.

Section 9.3 It is expressly understood and agreed that Lessee and its contracting parties are, and shall be independent contractors and operators, responsible to all parties for their acts or omissions, for which the City shall in no way be responsible.

Section 9.4 The rights and indemnification under this Agreement are, in addition to all other rights and remedies of the City hereunder and available, at law or in equity. The indemnification provisions herein shall survive the expiration or earlier termination of this Agreement.

SECTION 10 FAIR AND EQUITABLE TREATMENT

Section 10.1 It is understood and agreed that the rights, privileges, and licenses granted herein to Lessee shall not be exclusive, but the City, at its option, may also grant similar rights, privileges, and licenses, and may lease other space to one or more additional lessees and licensees; however, such additional leases or licenses shall not be for rentals, fees, or on terms and conditions more favorable than those imposed upon Lessee herein.

SECTION 11 SIGNS

Section 11.1 The Lessee shall have the right to install, paint, place, display, exhibit, or otherwise locate signs and other advertisements promoting its name and the brands of products and services that it offers for sale at such locations upon the Leased Premises or any improvements thereon as it may choose; provided, however, that such installation is in compliance with the City's Sign Ordinance, and that the Lessee has applied for and received prior written approval by the City for such signs and their locations.

Section 11.2 The City hereby acknowledges its approval of all such signs presently in place on the Leased Premises.

SECTION 12 MAINTENANCE

Section 12.1 Lessee, at its sole cost and expense, shall maintain the Leased Premises and the improvements and appurtenances thereto at all times in a safe and neat condition, free of unsightly conditions and in good physical repair consistent with good business practice. Lessee shall repair all damage to the Leased Premises caused by its employees, subtenants, licensees, or visitors or arising out of its operation thereon; it shall maintain and repair all equipment thereon, including any drainage installations, paving, curbs, islands, and improvements; and it shall maintain and repair such buildings and facilities as shall be necessary from time to time. Lessee shall have responsibility for removal of snow, ice, and debris from the Leased Premises.

Section 12.2 The City, in its discretion, which shall be reasonably exercised, shall be the judge of the quality of maintenance. Upon written notice by the City to Lessee, Lessee shall be required to perform reasonable maintenance that the City deems necessary. If such maintenance or reasonable steps to undertake such maintenance are not commenced by Lessee within ten (10)

days after receipt of such written notice, the City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which, including a 10% administrative charge, shall be borne by Lessee. Payment for such work performed by the City shall be made by Lessee within thirty (30) days after receipt of billing by the City for the same.

Section 12.3 The Lessee shall provide proper and adequate container-enclosed storage for all garbage, trash, debris, junk, rags and other items within the Leased Premises awaiting collection and disposal, and shall be solely responsible for arranging for and paying the cost of collection and disposal of the same.

SECTION 13 TAXES AND LICENSES

Section 13.1 Lessee shall pay all license fees, permit fees, and/or any and all taxes necessary or required by law in connection with its occupancy of the Leased Premises or the operation of its business thereon. In the event that by legislative enactment, judicial action, or administrative decision the City or Lessee shall be determined to be liable for any real estate taxes, charges in lieu of taxes, or use charge assessed against the Leased Premises or improvements thereon, or any excise or tax on the activities or operations conducted on the premises, Lessee shall pay the same in the manner provided and shall reimburse the City for any such taxes, charges, or excises that the City may be required to pay.

Section 13.2 Lessee shall have the right, either in its own name or in the name of the City, to contest or litigate, in the appropriate tribunal or tribunals, the validity of such assessment or the amount thereof at the expense of the Lessee. Lessee shall indemnify and hold harmless City against any loss or damage arising from Lessee's contest of said assessment or its failure to pay the same pending final adjudication of the validity of the assessment and/or the amount thereof by Court or other tribunal of competent jurisdiction.

Section 13.3 As in the above section, the phrase "charge in lieu of taxes" shall not include any charges in lieu of taxes voluntarily assumed by the Lessee or City. Such charges voluntarily assumed shall be the obligation of the Lessee or City, as the case may be, voluntarily assuming obligation for the same.

SECTION 14 UTILITIES

Section 14.1 Lessee shall pay all utility bills and charges for its business and operations on the Leased Premises.

SECTION 15 LAWS AND REGULATIONS

Section 15.1 Lessee agrees to observe, obey, and abide by all applicable current and future federal, state, and local applicable laws, ordinances, rules, and regulations including, but not limited to, all applicable Airport and airfield rules and regulations for the common and joint use of the Airport facility and all applicable rules and regulations promulgated by the Federal Aviation Administration, the Transportation Security Administration, or any other governmental agency having jurisdiction over the subject matter.

Section 15.2 Any fines incurred as a result of violations by the Lessee or its employees, or the failure by the Lessee or its employees to fulfill its obligations with respect to airport security measures adopted by the Airport in the form of the Airport Security Program under TSR 1542 (as amended from time to time) and/or any directive from the Federal Aviation Administration, within its assigned area or responsibility, shall be the sole responsibility of the Lessee, once all appeals procedures reasonably agreed to by the parties have been exhausted. In any case where the Lessee desires to have an appeal pursued at the Lessee's expense, the City agrees to cooperate fully in such appeal, provided the Lessee pays all reasonable expenses of the City related to such appeal.

SECTION 16 FIRE SAFETY AND SECURITY

Section 15.1 Lessee shall at all times comply with all applicable laws, ordinances, and regulations pertaining to fire prevention and protection, and shall furnish and maintain adequate fire extinguishers in sufficient numbers and in convenient and accessible places upon the Leased Premises, said fire extinguishers to be charged and ready for immediate use as required by said fire regulations and applicable laws and ordinances. Lessee shall abide by all applicable NFPA guidelines related to fire prevention and protection.

Section 16.2 Lessee acknowledges that although the City maintains certain fire-fighting capabilities as required for its operation of the Airport and maintains a police and/or security force for the protection of the public, and providing the security required by the Transportation Security Administration and other governmental agencies, and that while the same may be available for

emergencies of the Lessee from time to time, the City is under no obligation to provide police or fire protection to the Lessee.

SECTION 17 EASEMENTS

Section 17.1 The Leased Premises are accepted by Lessee subject to any and all existing easements or other encumbrances. The City reserves the right to establish, grant, or utilize easements or rights-of-way over, under, along, and across the Leased Premises for utilities, pipelines, drains, or access as it may deem advisable for the public good; provided, however, that the City agrees to exercise such rights in a manner that will not unreasonably interfere with Lessee's use of the Leased Premises.

SECTION 18 ACCESS BY TITLE AUTHORITY

Section 18.1 The City shall have the right to enter the Leased Premises during normal business hours on reasonable notice, and at any time in the event of an emergency, to inspect the Leased Premises, and for any lawful purpose, provided that such entry by the City shall not unreasonably interfere with Lessee's conduct of its business.

SECTION 19 HOLDING OVER

Section 19.1 Should Lessee remain in possession of Leased Premises after the expiration of the term of this Agreement without having executed a new lease, such holding over shall be construed as a tenancy from month to month, subject to all conditions, provisions, and obligations of this Agreement applicable to a month-to-month tenancy, and subject to applicable federal, state, and local laws.

SECTION 20 NON-DISCRIMINATION

Section 20.1 Lessee, in the use of the Leased Premises, and in the services offered hereunder, will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, national origin, sex, or religion. Such

action shall include but not be limited to the following: Employment, Referral for Employment, Upgrading, Demotion or Transfer, Recruitment or Recruitment Advertising, Lay-off or Terminations, Rates of Pay or Other Forms of Compensation, and Selection for Training including Apprenticeship. The parties agree to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this Section 20.

Section 20.2 The Lessee, for itself, successors in interest, and assigns, as a part of consideration hereof, does hereby covenant and agree as a covenant running with the land:

a. That no person, on the grounds of race, color, national origin, sex, or religion, shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of Lessee's facilities;

b. That in the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, that no person on the grounds of race, color, national origin, sex, or religion shall be excluded from participation therein, denied the benefits thereof, or otherwise be subject to discrimination;

c. That the Lessee shall use the premises in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Section 20.3 In the event of such breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement and to re-enter and repossess the Leased Premises and hold the same as if this Agreement had never been issued. This provision shall not be effective until the procedures of Title 49, code of Federal Regulations, Part 21, are followed and completed including exercise of expiration or appeal rights.

SECTION 21 ASSIGNMENT

Section 21.1 The Lessee shall neither directly nor indirectly give, assign, encumber, transfer, or grant control of this Agreement or any interest herein, or right or privilege granted hereunder, or sublet the whole or any portion of the Leased Premises, or license the use of the same in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld. In addition, any sublease, license, or assignment of property or rights to a

commercial operator (as defined in the Minimum Standards) for the purpose of generating revenues from operations on the Airport shall require the approval of the City, and any other subleases or assignments, with the exception of T-hangar leases, tie-down agreements, and aircraft storage agreements, all entered into in the normal course of business, shall all require the approved of the City.

Section 21.2 Any request for consent or approval must be in writing; and requests related to commercial operators must be accompanied by an agreement, signed by the proposed assignee, sublessee, or licensee of the Lessee, providing for payment to the City by such party as provided in the Minimum Standards.

Section 21.3 Any breach of any provision of this Section shall give the City the right to terminate this Agreement immediately. Any transfer of this Agreement from Lessee by merger, consolidation, or litigation shall constitute an assignment for the purposes of this Agreement. Upon any termination of this Agreement, the City shall have the right, at its election to terminate any sublease in effect without the consent of the sub lessee concerned, or any license agreement without the consent of the licensee concerned. However, the City reserves the right to assume all subleases of Lessee to avoid interruption of subtenant/sub lessee operations.

Section 21.4 No assignment or subletting shall relieve the Lessee from its responsibilities to pay rents, fees, and charges assumed under the provisions of this Agreement, and the Lessee shall remain primarily liable therefore.

Section 21.5 Any assignee, sub lessee or licensee of the Lessee approved by the City in writing will be subject to the same Minimum Standards applicable to the Lessee.

Section 21.6 The City recognizes that Lessee may have a need to request consent to assign its leasehold estate as security for financing for its business operations, and the City agrees that it will cooperate with Lessee and the financial institution chosen by it in the drafting of suitable documents for that purpose, and that its consent to such assignment will not be unreasonably withheld.

Section 21.7 Any sale of a majority of the stock of Lessee shall be considered an assignment under this Section 21 and shall be governed by the terms hereof.

Section 21.8 The City shall be entitled to recover, from Lessee, reasonable attorneys fees or other expenses incurred by the City in connection with any proposed assignment of this

Agreement , and Lessee shall pay such costs and expenses immediately and directly to the City upon execution of the documents necessary to conclude the transaction.

SECTION 22 FOOD AND BEVERAGE; VENDING

Section 22.1 Lessee shall have the right to operate a food and beverage concession to serve customers in its General Aviation Area and to provide in-flight catering service to aircraft operating from its General Aviation Area. For in-flight catering services rendered, Lessee agrees to pay the City the fee set forth in Section 4.1 b. above.

Section 22.2 Lessee shall have the right to install, on the Leased Premises, vending machines dispensing beverages and similar products. The receipts from vending machines are not subject to any gross receipt fee set forth herein.

SECTION 23 GENERAL COVENANTS AND CONDITIONS

Section 23.1 The City covenants that it shall continue to operate the Airport as a public facility for the use and benefit of the general public throughout the term of this Agreement, consistent with applicable government regulations and subject only to circumstances that are unknown at the time of execution of this Agreement and beyond the control of the City.

Section 23.2 The laws of the State of Texas shall govern disputes arising out of, or due to the execution of the terms or conditions of this Agreement. The parties each, individually and collectively, submit to the jurisdiction of the state courts of Potter County, Texas, and the federal court of the Northern District of Texas.

Section 23.3 The Lessee covenants that it shall furnish and supply services to all users of the Airport on a fair, equal, and not unjustly discriminatory basis and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of service rendered. The Lessee shall, however, be permitted to give reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers in accord with generally accepted trade practices. The Lessee shall provide its current prices and charges for goods sold, services provided, and activities conducted under this Agreement to the City upon request.

Section 23.4 The Lessee agrees, and shall cause its sub lessees, licensees, successors, and assigns to agree to operate and maintain the facility in accordance with applicable local ordinances, state and federal statutes, and the rules and regulations of the United States Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Fire Marshal, the applicable National Fire Protection Association (NFPA) guidelines, applicable building codes, commonly accepted industry practices, and the rules, regulations and practices approved or mandated by any other federal, state, or local government or agency thereof having jurisdiction over disposal procedures and practices, water or air quality control, or other environmental concerns.

Section 23.5 The Lessee further covenants that it will under no circumstances dispose of unused or contaminated fuel, oil, solvents, paint, other petroleum or petrochemical products of any type, whether liquid or solid, or any other material deemed a hazardous material by dumping or burning by fire, either upon or off the Airport premises in any manner or fashion, but shall dispose of the same only in accordance with environmentally accepted practices and disposal procedures as set forth above. This Section 23.5 and all of its terms shall inure to the benefit of and be binding upon the Lessee and its authorized sub lessees, licensees, successors, and assigns.

Section 23.6 The parties agree that this Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America relative to the operation and/or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of Airport properties.

Section 23.7 The parties agree that nothing contained in this Agreement shall be construed to grant an exclusive aeronautical right.

Section 23.8 Subject to the provisions of this Agreement, the City reserves the right to further develop or improve the Airport as it sees fit in accordance with the Master Plan for the City of Amarillo Rick Husband Amarillo International Airport, the Minimum Standards, and other standards relating to the use of the Airport regardless of the desires of the Lessee. Lessee shall not interfere with or hinder such development.

Section 23.9 The parties agree that no provision of this Agreement shall limit the City or expose the City to any liability for the exercise of its statutory rights and obligations to control the Airport, to provide for the safety and security of all users of the Airport and to make available

suitable facilities for cargo services, passenger and baggage services, and the landing accommodation of aircraft. In addition, the parties agree that the City shall retain the right to cause work of the same or a different kind to be performed by its own personnel during the Term of this Agreement, including, but not limited to, other fixed base operators, airline ground handling services or any other services set forth in the Minimum Standards, including those that may be in competition with Lessee's current or reasonably anticipated business.

Section 23.10 The parties agree that the failure of the City to insist upon a strict enforcement or performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that the City may have, and shall not be deemed a waiver of any subsequent breach of the same or any other term or condition. Each term and provision of this Agreement performable by the Lessee shall be construed to be both a covenant and a condition.

Section 23.11 The parties agree that nothing contained in this Agreement shall be construed to create a relationship of principal and agent, a partnership, a joint venture, or any association between the City and the Lessee other than as described herein.

Section 23.12 In the event of litigation between the Lessee and the City, related to this Agreement or to Lessee's business on the Airport, the party successfully defending or prosecuting any action brought by or against the unsuccessful party shall be entitled to recover from the unsuccessful party court costs, reasonable attorney's fees, and related expenses incurred as a result of that action.

Section 23.13 The Section or paragraph headings of this Agreement are for convenience only, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision hereof.

Section 23.14 This Agreement and all of its terms and conditions shall inure to the benefit of and be binding upon the City and its successors and assigns and upon the Lessee and its authorized sub lessees, licensees, successors, and assigns.

Section 23.15 No breach by the City of any covenant or agreement herein contained shall give rise to a cause of action or claim against the City for damages, but Lessee shall have the right to specific performance, mandamus, injunction, or such other similar relief with respect to any breach or threatened breach hereof by the City.

Section 23.16 Section 21 shall not apply to any valid assumption or assignment of this Agreement, the Leased Premises, or any part thereof, by a trustee, or by the Lessee as a debtor in

possession under Section 365 of Bankruptcy Code of 1978, as amended; provided, however, that adequate assurance of future performance as provided by Section 365 of the Bankruptcy Code of 1978, as amended, is to be provided, in writing, as a condition of the assumption or assignment of this Agreement. Such assurance shall include but not limited to:

- a. Adequate assurance of the reliability of the proposed source for the rentals, fees, and charges due under this Agreement upon the assumption or assignment of this Agreement;
- b. Adequate assurance that all other consideration due under this Agreement shall be forthcoming after the assumption or assignment of this Agreement; and
- c. The procurement of a bond from a financially reputable surety covering any costs or damages incurred by the City in the event that Lessee becomes entitled to and exercises any right to reassign the Leased Premises under this Agreement.

Section 23.17 Lessee shall, upon payment of the rentals, fees, and charges required hereunder and upon compliance with the terms, covenants, conditions, and obligations on the part of Lessee to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenances and facilities as granted herein and by the Airport Rules and Regulations.

Section 23.18 No council member of the City, nor any member, officer, agent, director, or employee of the City or Lessee shall be charged personally or held contractually liable by, or to, the other party under any term or provision of this Agreement, because of any breach thereof, or because of its or their execution or attempted execution hereof.

SECTION 24 NOTICES, ENTIRE AGREEMENT

Section 24.1 Any request, demand, authorization, direction, notice, consent, or waiver provided or permitted to be made upon, given by, or furnished to, the City or Lessee shall be sufficient for every purpose hereunder if in writing and delivered (1) by hand, (2) by courier or express carrier, or (3) mailed by certified or registered mail, return receipt requested, postage prepaid and addressed as follows:

For the City:
RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT
Attention: Director of Aviation
10801 Airport Blvd
Amarillo, Texas 79111

For the Lessee:
TRUMAN ARNOLD COMPANIES d/b/a TAC Air
Attention: Vice President & COO
100 Crescent Court
Suite 1600
Dallas, Texas 75201

The foregoing addresses may be changed by either party giving to the other party the same type of notice described above providing a substitute address.

Section 24.2 This Agreement represents the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Agreement may be amended only by a written amendment, executed by both parties.

SECTION 25 ENVIRONMENTAL MATTERS

Section 25.1 Lessee covenants that it will not, under any circumstance, release, dispose of, or cause the release or disposal of "Hazardous Materials", as defined in the Rules and Regulations of the Airport, as amended or implemented from time to time, either under, on or off the Leased Premises or the Airport property in any manner or fashion, but shall release and/or dispose of such Hazardous Materials only in accordance with Environmental Laws (as defined in the Rules and Regulations) and environmentally accepted practices and disposal procedures; and Lessee shall cause any soil or other portion of the Leased Premises (or if due to the acts or omissions of Lessee, any other portion of the Airport property which Lessee is authorized to use), which has become contaminated by any Hazardous Material, to be decontaminated, detoxified or otherwise cleaned up in accordance with Environmental Laws and environmentally accepted practices and clean-up procedures.

Section 25.2 Upon the expiration or earlier termination of this Agreement, Lessee shall, at its expense, (a) cause all Hazardous Materials previously owned, stored, or used on the Leased Premises to be removed from the Leased Premises and disposed of in accordance with Environmental Laws; (b) unless otherwise agreed to by the City, remove any aboveground or underground storage tanks or other containers installed and used to store Hazardous Materials on the Leased Premises, and repair any damage to the Leased Premises caused by such removal; (c) with

respect to any aboveground or underground storage tanks that the City agrees that Lessee may leave on the Leased Premises, have such tanks inspected and certified as being in compliance with Environmental Laws and, in the appropriate circumstance, provide a temporary or permanent Certificate of Closure for such tanks (in the event that a tank is closed only temporarily, all leak-detection systems must remain in place and be fully operational at the time Lessee surrenders the Leased Premises to the City); (d) cause any soil on the Leased Premises or other portion of the Airport property which has become contaminated by any Hazardous Materials stored or used on the Leased Premises to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of Environmental Laws and cognizant governmental authorities; and (e) with respect to each parcel of real property comprising the Leased Premises, surrender possession of the Leased Premises to the City free of contamination attributable to toxic materials or Hazardous Materials generated or used by Lessee or stored or disposed of by any party other than the City in or on the Leased Premises, regardless of the time of deposit of such toxic materials or Hazardous Materials.

Section 25.3 Lessee shall indemnify the city, its council, officers, and employees, defend them with counsel reasonable and acceptable to the City, and hold them free and harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense, including reasonable attorneys' fees, interest, environmental consultant and laboratory fees and the costs and expense of investigation and defending any claims or proceedings, resulting from or attributable to (a) the presence, disposal, release or threatened release of any Hazardous Material that is on, from or affecting the Leased Premises, or any other of the Airport property which Lessee is authorized to use, if due to the acts or omissions of the Lessee, including the soil, water, vegetation, buildings, personal property, animals, or otherwise located on, under, or near such properties; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Material; (c) any lawsuits or administrative order relating to such Hazardous Material; or (d) any violation of any laws applicable to such Hazardous Material. The intent of this paragraph is to protect and indemnify the City in the event of environmental liability arising as a result of the past, present, or future operations of Lessee on the Leased Premises.

Section 25.4 Lessee's indemnification obligations under this Section 25 shall survive the expiration or sooner termination of the term of this Agreement.

Section 25.5 Lessee shall be responsible for handling all Regulated Garbage, as defined and regulated by USDA Animal Plant Health Inspection Service (APHIS), arriving at the Airport and for all contracting with USDA APHIS and service/disposal companies. Lessee has the right to invoice arriving aircraft operators for handling and disposal of all Regulated Garbage.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized as of the day and year first above written.

ATTEST:

CITY OF AMARILLO

Francis Hibbs, City Secretary

Jared Miller, City Manager

ATTEST:

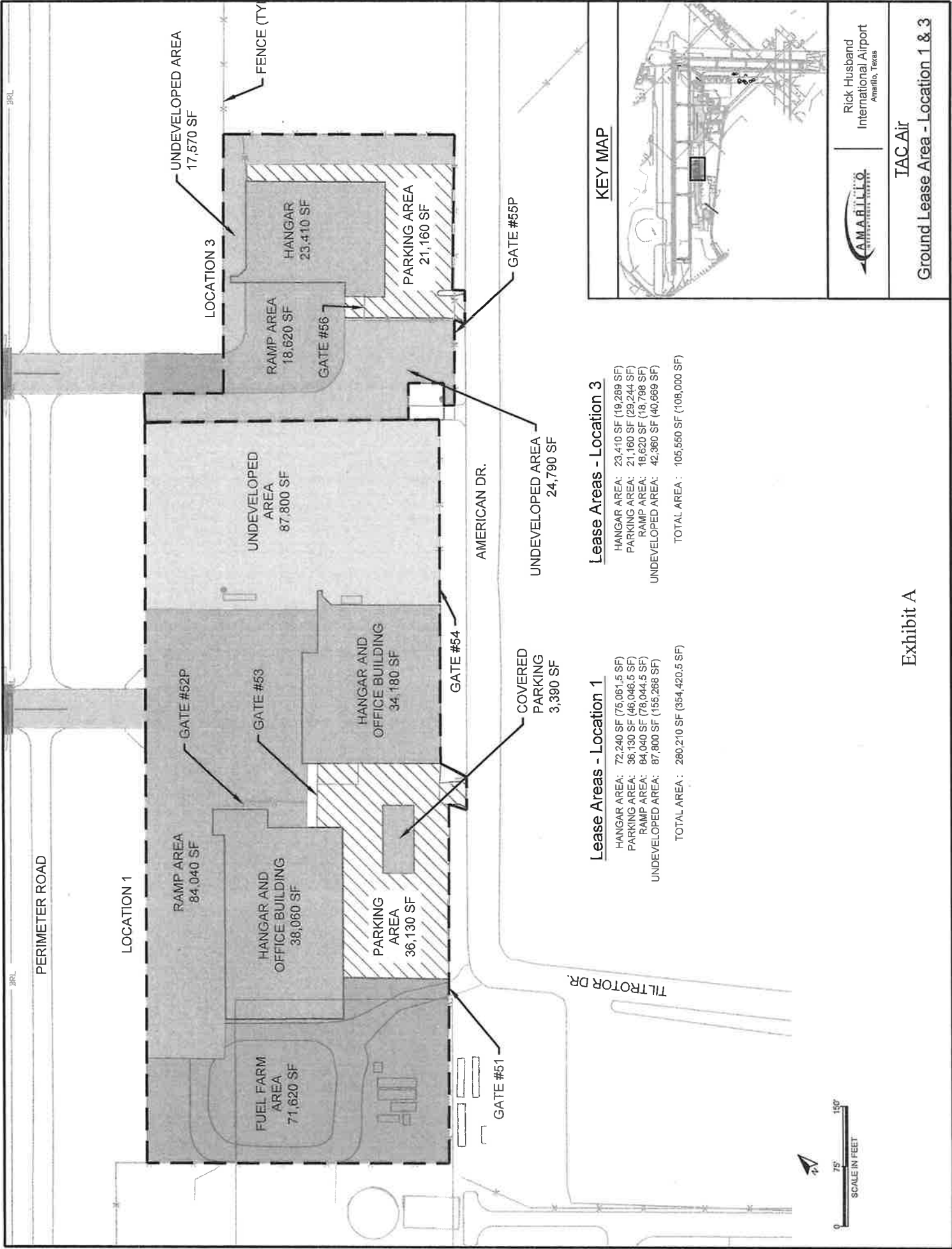
TRUMAN ARNOLD COMPANIES

Secretary



Christian Sasfai
Vice President & COO

EXHIBIT A



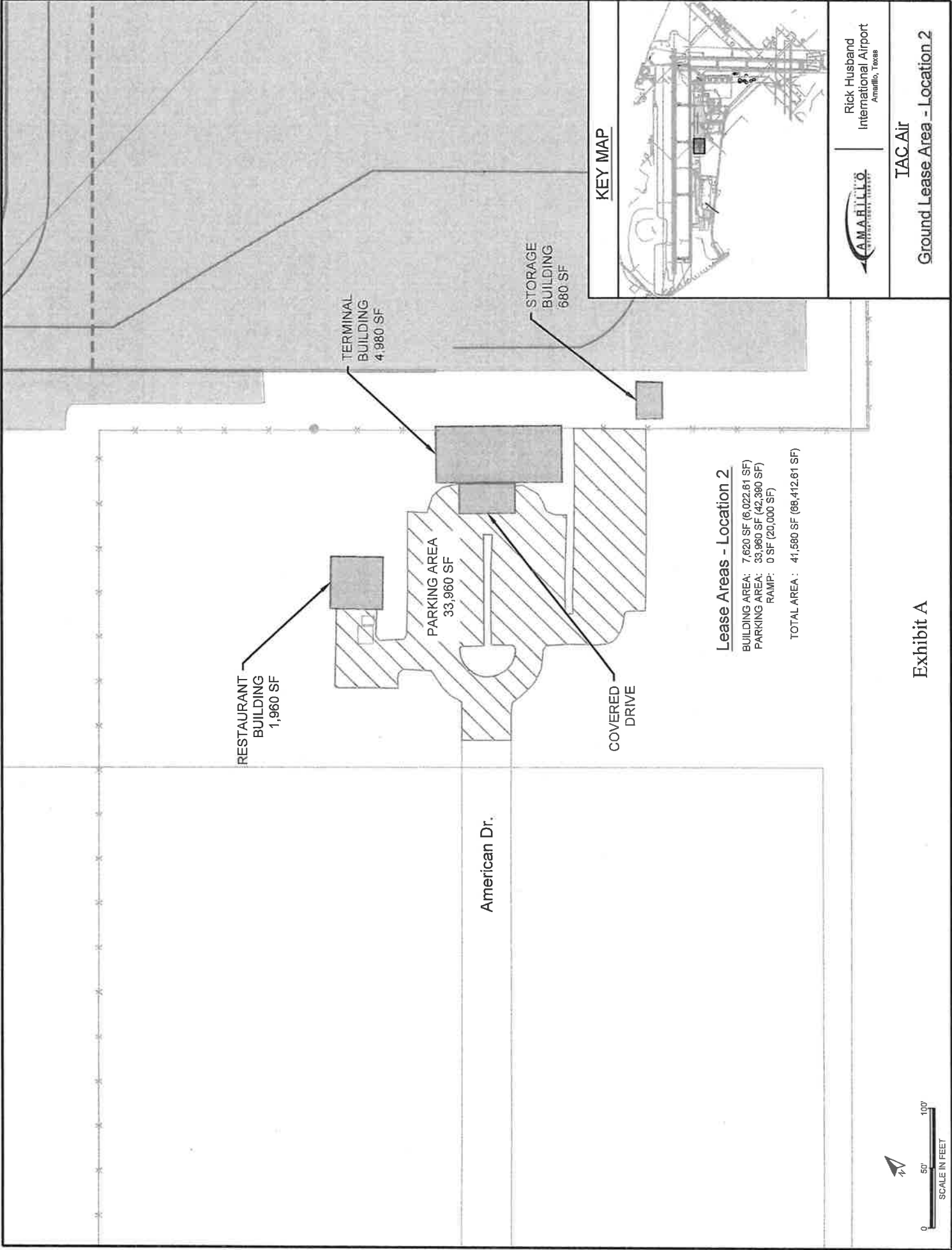


Exhibit A

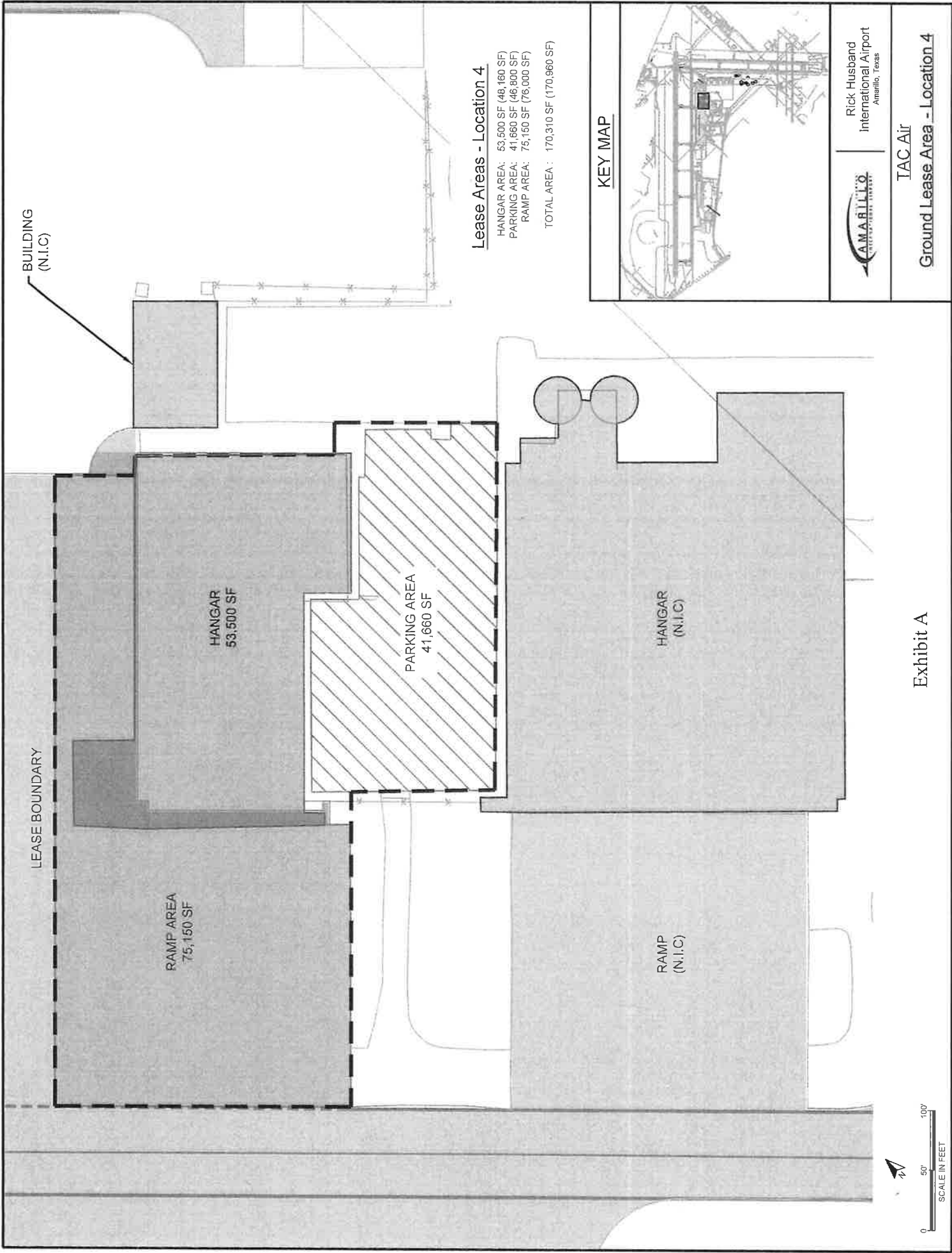


EXHIBIT B

TAC Air Lease - Rental Calculations

Location 1	Square Footage	Previously Established Percents of Area Value	(Annual Rental) Total Area Value	Annual Individualized Area Rental Values	Year 1 Rental Amounts	Year 2 Rental Amounts	Year 3 Rental Amounts	Year 4 Rental Amounts	Years 5 - 10 Rental Amounts
Building Area	75,061.50	41.50%	\$	93,450.95	\$ 46,725.47	\$ 56,070.57	\$ 70,088.21	\$ 79,433.30	\$ 93,450.95
Auto Parking Lot	46,046.50	26.00%	\$	58,547.58	\$ 29,273.79	\$ 35,128.55	\$ 43,910.69	\$ 49,765.44	\$ 58,547.58
Ramp Area	78,044.50	15.30%	\$	34,453.00	\$ 17,226.50	\$ 20,671.80	\$ 25,899.75	\$ 29,285.05	\$ 34,453.00
Expansion Area	155,268	17.20%	\$	38,731.48	\$ 19,365.74	\$ 23,238.89	\$ 29,048.61	\$ 32,921.75	\$ 38,731.48
Total Area	354,420.50	100%	\$ 225,183.00	\$ 225,183.00	\$ 112,591.50	\$ 135,109.80	\$ 168,887.25	\$ 191,405.55	\$ 225,183.00

Location 2	Square Footage		(Annual Rental) Total Area Value	Annual Individualized Area Rental Values	Year 1 Rental Amounts	Year 2 Rental Amounts	Year 3 Rental Amounts	Year 4 Rental Amounts	Years 5 - 10 Rental Amounts
Building Area	6,022.61	13.90%	\$	5,859.41	\$ 2,929.70	\$ 3,515.64	\$ 4,394.55	\$ 4,980.50	\$ 5,859.41
Auto Parking & Paved	42,390	58.50%	\$	24,660.09	\$ 12,330.05	\$ 14,796.05	\$ 18,495.07	\$ 20,961.08	\$ 24,660.09
Ramp Area	20,000	27.60%	\$	11,634.50	\$ 5,817.25	\$ 6,980.70	\$ 8,725.88	\$ 9,889.33	\$ 11,634.50
Total Area	68,412.61	100.00%	\$ 42,154.00	\$ 42,154.00	\$ 21,077.00	\$ 25,292.40	\$ 31,615.50	\$ 35,830.90	\$ 42,154.00
			(Modified for Zero FBO Terminal Rent)						
			\$		\$ 19,114.10	\$ 22,936.92	\$ 28,671.15	\$ 32,493.97	\$ 38,228.20

Location 3	Square Footage	Previously Established Percents of Area Value	(Annual Rental) Total Area Value	Annual Individualized Area Rental Values	Year 1 Rental Amounts	Year 2 Rental Amounts	Year 3 Rental Amounts	Year 4 Rental Amounts	Years 5 - 10 Rental Amounts
Building Area	19,289.00	34.32%	\$	26,479.94	\$ 13,239.97	\$ 15,887.96	\$ 19,859.95	\$ 22,507.95	\$ 26,479.94
Auto Parking Lot	29,244.00	31.22%	\$	24,088.10	\$ 12,044.05	\$ 14,452.86	\$ 18,066.08	\$ 20,474.89	\$ 24,088.10
Ramp Area	18,798.00	20.00%	\$	15,431.20	\$ 7,715.60	\$ 9,258.72	\$ 11,573.40	\$ 13,116.52	\$ 15,431.20
Expansion Area	40,669	14.46%	\$	11,156.76	\$ 5,578.38	\$ 6,694.05	\$ 8,367.57	\$ 9,483.24	\$ 11,156.76
Total Area	108,000.00	100%	\$ 77,156.00	\$ 77,156.00	\$ 38,578.00	\$ 46,293.60	\$ 57,867.00	\$ 65,582.60	\$ 77,156.00

Location 4	Square Footage	Previously Established Percents of Area Value	(Annual Rental) Total Area Value	Annual Individualized Area Rental Values	Year 1 Rental Amounts	Year 2 Rental Amounts	Year 3 Rental Amounts	Year 4 Rental Amounts	Years 5 - 10 Rental Amounts
Building Area	48,160.00	77.70%	\$	102,905.88	\$ 51,452.94	\$ 61,743.53	\$ 77,179.41	\$ 87,470.00	\$ 102,905.88
Auto Parking Lot	46,800.00	8.50%	\$	11,257.40	\$ 5,628.70	\$ 6,754.44	\$ 8,443.05	\$ 9,568.79	\$ 11,257.40
Ramp Area	76,000.00	13.80%	\$	18,276.72	\$ 9,138.36	\$ 10,966.03	\$ 13,707.54	\$ 15,535.21	\$ 18,276.72
Total Area	170,960.00	100%	\$ 132,440.00	\$ 132,440.00	\$ 66,220.00	\$ 79,464.00	\$ 99,330.00	\$ 112,574.00	\$ 132,440.00

SubTotal Annual Rental

	\$	236,503.60	\$	283,804.32	\$	354,755.40	\$	402,056.12	\$	473,007.20
--	----	------------	----	------------	----	------------	----	------------	----	------------

Significant Investment Discount

-40% Year 1	\$	(94,601.44)								
-40% Year 2			\$	(113,521.73)						
-44% Year 3					\$	(156,092.38)				
-44% Year 4							\$	(176,904.69)		
-46% Years 5 - 10									\$	(217,583.31)

Total Annual Rental

	\$	141,902.16	\$	170,282.59	\$	198,663.02	\$	225,151.43	\$	255,423.89
--	----	------------	----	------------	----	------------	----	------------	----	------------



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 26, 2018	Council Priority	Transportation/Best Practices
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER The amendment of Amarillo Municiple Code Chapter 16-2, Article IV, Section 16-2-69 setting fees for commercial ground transportation companies operating on the Rick Husband Amarillo International Airport by establishment of the commercial ground transportation fee at the \$1.00 per trip level.

Agenda Item Summary

Pursuant to City of Amarillo Ordinance No. 7712, which gives the City the right and authority to impose fees upon all commercial ground transportation companies operating at the Rick Husband Amarillo International Airport, and which requires the City Council to approve the fees charged to commercial ground transportation operators, it is recommended that the City Council approve a commercial ground transportation fee of \$1.00 per trip. This fee has become the industry standard commercial ground transportation fee for airports of similar size and will apply to off-airport hotel shuttle bus operators, off-airport rental car shuttle bus operators, taxi cab operators, limousine company operators, and transportation network company operators.

Requested Action

To approve the \$1.00 per trip fee for commercial ground transportation operators at the Rick Husband Amarillo International Airport.

Funding Summary

There is no City funding required for this action.

Community Engagement Summary

Level 3. A public stakeholder meeting was held on January 18, 2018, to discuss the ground transportation ordinance and the possible commercial ground transportation rate going forward. The \$1.00 rate was the rate that was indicated the Airport Staff would recommend to the City Council after the ground transportation ordinance was approved, with very little resistance or opposition from the stakeholders.

Staff Recommendation

Airport Staff recommends approval of the commercial ground transportation rate for the Rick Husband Amarillo International Airport at the \$1.00 per trip level.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 16-2, ARTICLE IV, AMENDING SECTION 16-2-69; SETTING FEES FOR COMMERCIAL GROUND TRANSPORTATION COMPANIES OPERATING ON THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City of Amarillo owns and operates the Rick Husband Amarillo International Airport; and

WHEREAS, the Texas Occupations Code, Chapter 2402 authorizes an airport owner to impose regulations, including reasonable fees, on taxi cab operators, limousine operators, shuttle bus operators, and transportation network companies (that provide digitally prearranged rides to or from the airport) that operate ground transportation businesses on an airport; and

WHEREAS, City Council passed ordinance 7712 to regulate ground transportation at the Rick Husband Amarillo International Airport for the purpose of ensuring commercial ground vehicle operating standards for airport customers, to provide revenues to maintain airport systems that support commercial ground vehicle traffic on the airport, and to compensate the airport for administration and enforcement of the operating standards; and

WHEREAS, the City Council finds that the commercial ground transportation fees adopted herein are reasonable and reflect industry standards for airports of similar size;

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

SECTION 1. That Chapter 16-2, Article IV, Section 16-2-69 is hereby amended to read as follows:

Sec. 16-2-69. – Airport Ground Transportation Regulations and Fees.

The City hereby adopts the following regulations and fees to apply to any and all commercial ground transportation operators operating at the Rick Husband Amarillo International Airport:

- (a) Texas Occupations Code, Chapter 2402, Transportation Network Companies, (as amended) is adopted by the City of Amarillo and shall govern all Transportation Network Company operations at the Rick Husband Amarillo International Airport.
- (b) The City of Amarillo shall have the right and authority to impose fees upon Transportation Network Companies for the right to operate on the Rick Husband Amarillo International Airport.
- (c) The City of Amarillo shall have the right and authority to impose fees upon taxi cab company operators, limousine company operators, and any other commercial ground transportation company operators for the right to operate on the Rick Husband Amarillo International Airport.

- (d) The City of Amarillo shall have the right and authority to impose fees upon off-airport hotel shuttle bus operators and off-airport rental car shuttle bus operators for the right to operate on the Rick Husband Amarillo International Airport.
- (e) All fees imposed on Transportation Network Companies, taxi cab company operators, limousine company operators, other commercial ground transportation company operators, off-airport hotel shuttle bus operators, or off-airport rental car shuttle bus operators shall be approved by the Amarillo City Council.
- (f) All commercial ground transportation company operators operating upon the Rick Husband Amarillo International Airport shall be required to utilize the commercial traffic drive lane, the commercial traffic staging area, and any and all physical controls that control access to those areas at the airport.
- (g) All commercial ground transportation company operators, including but not limited to, taxi cab company operators, limousine company operators, off-airport rental car shuttle bus operators, transportation network company operators, and off-airport hotel shuttle bus operators operating upon the Rick Husband Amarillo International Airport shall be required to remit a commercial ground transportation fee of \$1.00 per trip. Said fee shall be paid in accordance with applicable Airport Rules and Regulations and at the direction of the Airport Manager.

Secs. 16-2-670 70—16-2-80. - Reserved.

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

SECTION 3. Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 4. Continuation. That nothing in this ordinance or any code hereby adopted shall be construed to affect any suit or proceeding ending in any court or an administrative proceeding, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance.

SECTION 5. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this code of ordinances.

SECTION 6. Publishing and Effective Date. 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 26th day of June, 2018; and PASSED on Second and Final Reading the 11th day of July, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, Interim City Attorney

DRAFT



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	6/26/2018	Council Priority	Fiscal Responsibility
Department	Drainage Utility		
Contact	Damen Ratliff		

Agenda Caption

Consideration of Ordinance 7323 Changes

Agenda Item Summary

The proposed changes to Ordinance 7323 will change the billing process. Currently the Ordinance allows the Drainage Bill to be designated to the tenant of either a commercial or residential rental property. The proposed changes will make the Drainage Fee the responsibility of the owner of the Benefitted Property.

Requested Action

Adoption of changes to Ordinance 7323

Funding Summary

N/A

Community Engagement Summary

Drainage Utility conducted three (3) Public Outreach meetings as follows: Monday, November 13th - North Branch Library (1500 N.E. 24th), Wednesday , November 15th – Downtown Library (413 E. 4th), and Monday, November 20th - Southwest Branch Library (6801 W. 45th)

Staff Recommendation

Recommend the Council adopt changes to Ordinance 7323

ORDINANCE NO. 7738

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 18-4, TO REVISE CERTAIN DEFINED TERMS AND TO PROVIDE THAT OWNERS OF PROPERTY ARE RESPONSIBLE FOR PAYING DRAINAGE UTILITY CHARGES FOR THEIR PROPERTIES; CORRECTING NUMBERING; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Amarillo City Council has established a municipal drainage utility system in accordance with the Texas Local Government Code, Chapter 552, Subchapter C, and the Charter of the City of Amarillo, Texas, Article II Sections 10 and 13;

WHEREAS, the Council has provided rules for use, operation and financing, and other rules related to the drainage utility system;

WHEREAS, the Council desires to clarify certain defined terms and provide that owners of property are responsible for paying drainage utility charges for their properties;

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

SECTION 1. That the Amarillo Municipal Code, Title XVIII, Chapter 18-4, Section 18-4-11 is amended as follows:

Sec. 18-4-11. – Definitions.

Terms defined herein are specific to this chapter and shall not be construed as conflicting with similar terms in other parts of this code. Terms not otherwise defined herein shall be given the definitions contained in the Texas Local Government Code, Subchapter C.

(a)-(b) [NO CHANGES]

(c) “Commercial Property” shall mean all improved lots or tracts ~~properties~~ within the City other than residential property, including, but not limited to, commercial, industrial, institutional, government, multi-family, residential commercial containing more than four units, mobile-home park, and religious organization land uses.

(d) “Cost of Service” shall mean the costs for drainage system service to a Benefited Property, which shall be the total of:

(1)-(2) [NO CHANGES]

(3) Prorated cost of architectural, engineering, legal and related services, plans ~~plant~~ and specifications, studies, surveys, estimates of cost and of revenue, and all other expenses necessary or incident to planning, providing, or determining the feasibility and practicability of structures, equipment, and facilities used in draining the Benefited Property;

(4)-(6) [NO CHANGES]

- (7) Administrative costs of operating and maintaining a Drainage Utility System.
- (e)-(l) [NO CHANGES]
- (m) “Drainage Public Utility” shall mean drainage service that is regularly provided by the City through City property dedicated to that service to the users of benefited property within the service area and that is based on:
 - (1) An established schedule of charges;
 - (2) Use of the police power to implement the service; and
 - (3) Nondiscriminatory, reasonable, and equitable terms consistent with the Act.
- (n)-(o) [NO CHANGES]
- (p) “User” or “Customer” shall mean the person or entity that owns or occupies a Benefited Property.
- (q) [NO CHANGES]

SECTION 2. That the Amarillo Municipal Code, Title XVIII, Chapter 18-4, Section 18-4-13 is amended to read as follows:

Sec. 18-4-13. - Administration of Drainage Utility.

The Director of Public Works or his designee shall be responsible for the administration of the Drainage Utility, including, but not limited to, enacting any procedures necessary for the administration of the Drainage Utility Charges ~~drainage charges~~ and the consideration of appeals, development, and implementation of maintenance and facility improvement programs, state and federal regulatory compliance, and establishing drainage criteria and standards for the drainage system. The Director of Public Works shall keep an accurate record of all properties benefited by the services and facilities of the Drainage Utility.

SECTION 3. That the Amarillo Municipal Code, Title XVIII, Chapter 18-4, Section 18-4-14 is amended to read as follows:

Sec. 18-4-14. - Drainage Utility Charge.

- (a) A Drainage Utility Charge is hereby imposed upon each improved lot, ~~and parcel, and tract~~ within the Service Area. The first Drainage Utility Charge shall be billed after September 30, 2012. Like Drainage Utility Charges shall be billed on a monthly basis thereafter for the duration of the Drainage Utility.
- (b)-(j) [NO CHANGES]

SECTION 4. That the Amarillo Municipal Code, Title XVIII, Chapter 18-4, Section 18-4-15 is amended to read as follows:

- (a) [NO CHANGES]
- (b) The Director of Public Works shall assume that each utility account in the service area serves one (1) or more Users of a Benefitted Property, and shall assess the Drainage Charges to the owner of the Benefitted Property ~~person responsible for payment of the utility account.~~ The Director of Public Works shall calculate the Drainage Charges for all Users and shall assess the Drainage Charges to the owner of the Benefitted Property. ~~person responsible for payment of the utility account.~~ ~~If there is more than one User of a Benefitted Property (which is non-Residential), then the charges shall be assessed to the owner of the Benefitted Property, unless instructed by the owner of the Benefitted Property, in writing, to bill Users on a prorated basis.~~
- (c)-(f) [NO CHANGES]

SECTION 5. That the Amarillo Municipal Code, Title XVIII, Chapter 18-4, Section 18-4-16 is amended to read as follows:

- (a) Requests for adjustment of a Drainage Utility Charge shall be submitted to the Director of Public Works or his designee. A User may apply for an adjustment if:
 - (1)-(2) [NO CHANGES]
 - (3) The User's or Occupant's Drainage Charge has been assessed in error.
- (b) The following procedures shall apply to all requests for adjustment of the Drainage Utility Charge:
 - (1)-(2) [NO CHANGES]
 - (3) Requests for adjustment of Drainage Utility Charges paid by ~~an owner,~~ the User or customer making the request shall be in writing and set forth in detail the grounds upon which relief is sought.
 - (4)-(6) [NO CHANGES]
- ~~(c)(b)~~ If the Director of Public Works denies the adjustment request, the User may, within ten (10) days from the date of notification, appeal the decision to a panel consisting of the Building Official, Planning Director, and either an Assistant City Manager or the Deputy City Manager. The appeal shall be in writing, contain a succinct and clear statement of the User's argument and suggested remedy, and be filed with the Planning Director who shall convene the panel. The panel shall have ten (10) business days from the date the appeal is received to review the appeal, make a determination, and notify the User.
- ~~(d)(e)~~ If the panel denies the appeal, the User shall have five (5) business days from the date of notification to appeal the decision to the City Council. The appeal shall be in writing, containing the information stated above in

(b), and be filed with the City Secretary. The City Council shall grant a public hearing within sixty (60) days of receipt of the request for review. The City Councils' decision shall be final.

- (e)(d) Before imposing a lien for delinquent Drainage Utility Charges, the City shall send notice to the record owner of the Benefitted Property stating the amount of the charges ~~owned~~ owed, and of the owner's right to appeal the placement of the lien by producing evidence the delinquent charges are not rightfully owed, by providing such within ten (10) business days from the date of notification to the Director of Utility Billing. The Director of Utility Billing shall not file the lien if the owner shows that the Drainage Utility Charge made the basis of the lien is not owed. When a person pays all of the charges, a lien filed pursuant to this Chapter, shall be released. The paying party shall be responsible for the filing costs of the release.

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

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

SECTION 8. Publishing and Effective Date. 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 19th day of June, 2018; and PASSED on Second and Final Reading the 26th day of June, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, Interim City Attorney

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 26, 2018	Council Priority	Regular Agenda Item – Public Hearing
Department	Planning Department		
Contact	Sherry Bailey, Senior Planner; Cody Balzen, Planner 2/Project Manager		

Agenda Caption

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

Agenda Item Summary

Item was previously acted on by the Planning and Zoning Commission at its scheduled meeting on February 26, 2018 with a recommendation of approval. At the scheduled March 6th City Council meeting, residents to the east of the proposed rezoning attended and spoke against the rezoning. Since this type of discussion did not happen at the previous P&Z meeting, City Council voted to send the rezoning request back to the Planning and Zoning Commission for further discussion and reconsideration. The citizens in attendance were advised to attend the rescheduled P&Z meeting as well as meet as a group with the applicant and planning department.

A meeting was held on March 30th with the applicant, city planning staff, and some of the neighbors: Larry & Belinda Winters, Joseph Kutin, and Don Michel. At which the neighbors submitted a petition against the zoning which included 2000, 2002, 2006, and 2008 S Madison Street addresses. The petition constitutes 9.64% of the total area of the lots within the 200’ notification area (does not meet the 20% to require a three-fourths vote by city commission). Notifications have been resent to all property owners within the 200’ radius for the new meeting dates. No other comments have been received besides the petition.

At its rescheduled Planning and Zoning Commission meeting on June 11th, the item was recommended for approval to the City Council.

Below is attached the staff summary from the original meeting.

Adjacent zoning consists of Residential District 3 (R-3) to the east, Office District 2 (O-2) to the north, General Retail District (GR) and Neighborhood Services District (NS) to the west, and Planned Development District 216 (PD216) to the south for Amarillo College.

Adjacent land use consists of residences to the east, office use to the north, gas station to the west, and Amarillo College parking lot and service center to the south.

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

Amarillo City Council

Agenda Transmittal Memo



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 as existing zoning and development patterns in the area.

This rezoning request is consistent with the intensity of the type of retail uses established across Washington Street and further to the north closer to Interstate 40 which is located approximately 600 feet from the north property line of the property under consideration. Washington Street is also a designated arterial street through the city which indicates high traffic volumes and an auto oriented character. The adjacent lots that also front on this arterial street are of non-residential type of uses.

The adopted 2010 Comprehensive Future Land Use and Character Map designates this area for a future “Neighborhood Conservation” land use. The Comprehensive Plan states that the development type in this designation should be that associated with detached residential dwellings, parks or public spaces, and public or institutional facilities. This designation is designed to preserve existing housing stock and also govern periodic infill and/or redevelopment activity within a neighborhood to ensure compatibility; however, there is also a statement that says “depending on the particular neighborhood, the customized zoning may provide for small-scale office or retail uses on vacant sites at the edge of the neighborhood or other appropriate locations”. This location would be considered on the edge as Washington is considered an arterial.

The Neighborhood Unit Concept is also a key piece of the adopted plan, in which zoning transitions from areas of higher intensity at section line corners to areas of lower intensity 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 follow the Neighborhood Unit Concept as it would allow for a higher intensity type of use to be established at the arterial street intersection of Washington and Wolflin Avenue.

It should also be noted that non-residential development on this property would be required to provide a screening fence from the alley to the east and also meet landscaping requirements which will be reviewed during the site plan process. This type of development will also be unable to utilize the alley for any vehicular traffic onto or off of this site, and all traffic should be directed to S Washington Street. It had been discussed with the applicant that a Neighborhood Services District (NS) zoning would be better suited for this location and could be utilized with a specific use permit for a restaurant; however, the current zoning ordinance does not allow for a specific use permit within NS for a restaurant with a drive-thru.

Considering the above, staff and the Planning and Zoning Commission believe the applicant’s request is appropriate and recommend approval as submitted.

Requested Action
The applicant is requesting the rezoning of Lot 3A to change from R-3 to GR district with the expressed purpose of developing the property with a restaurant with drive-thru service.

Funding Summary

Amarillo City Council

Agenda Transmittal Memo



N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 19 property owners within 200 feet regarding this proposed rezoning for each of the public meetings held. At the time of this writing, the Planning Department has received a petition in opposition by 4 neighbors totaling 9.65% of the area notified which does not meet the 20% requirement to necessitate a super majority vote by the City Council.

The item was recommended for approval by the Planning and Zoning Commission at its June 11, 2018 public meeting.

Community Impact: Level 1 – Modest on selected area and/or community group.

Staff Recommendation

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

Attachments

1. Drafted Ordinance
2. Maps of area
3. Site Pictures

ORDINANCE NO. 17739

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

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

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

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

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

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

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

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

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

Rezoning of Lot 3A, Block 1, Sunset Addition Unit No. 4, in Section 171, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 (R-3) to General Retail District (GR).

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 19th day of June, 2018 and **PASSED** on Second and Final Reading on this the 26th day of June, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
Interim City Attorney



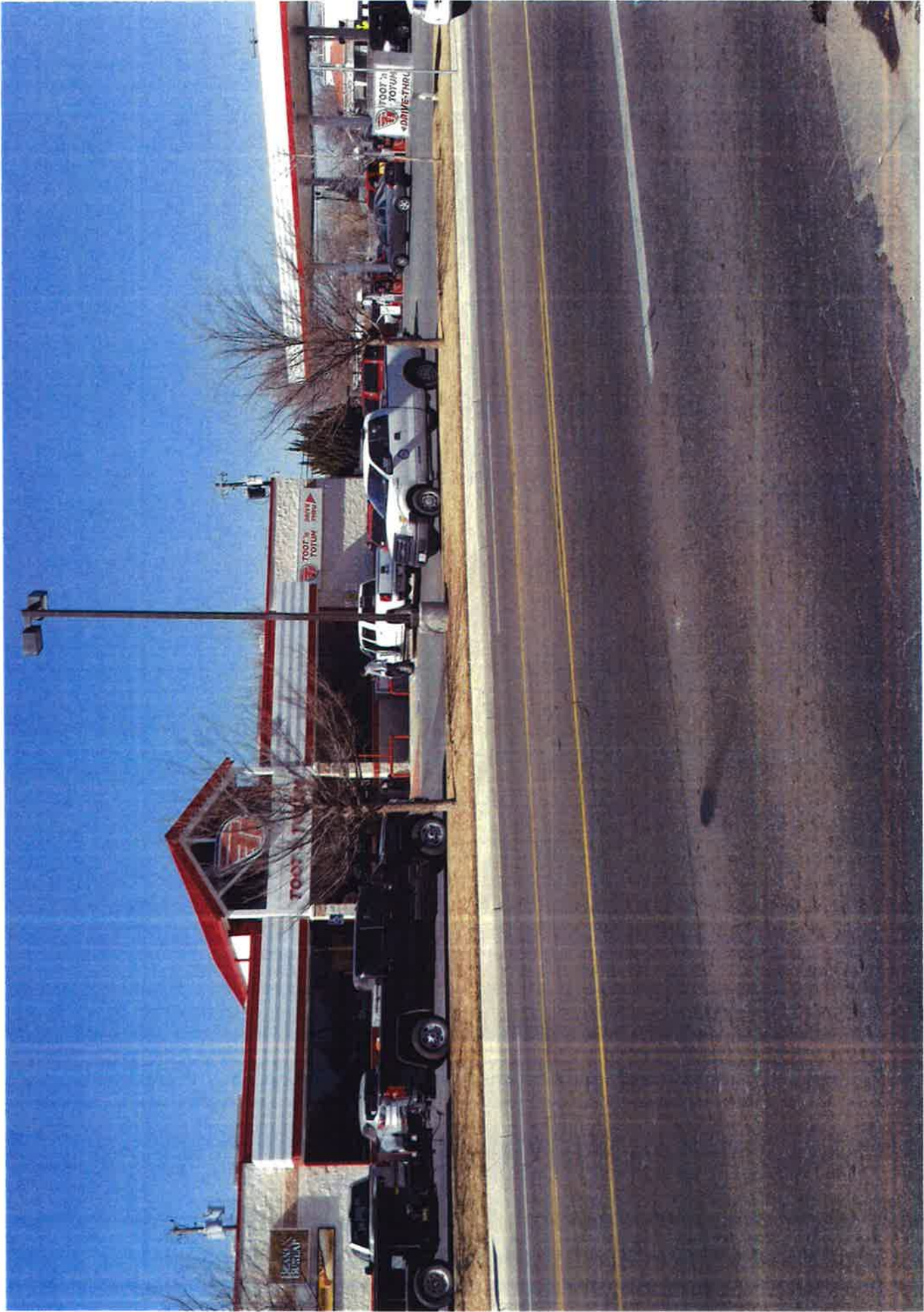
Looking south from Wolflin & Washington at proposed rezoning tract.



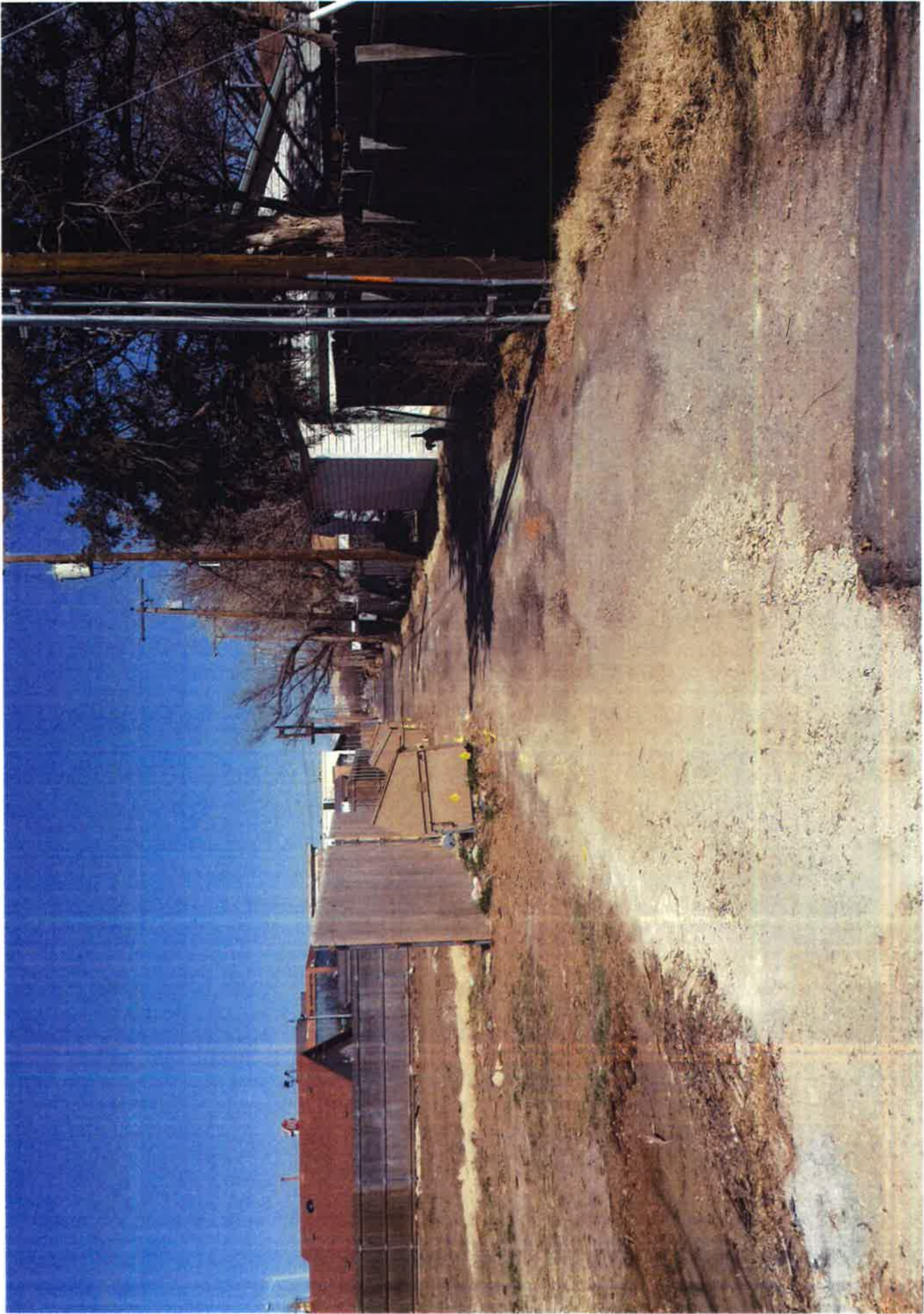
Looking north from Washington at the proposed rezoning tract and existing conditions.



Looking south along Washington at existing conditions south of subject property.

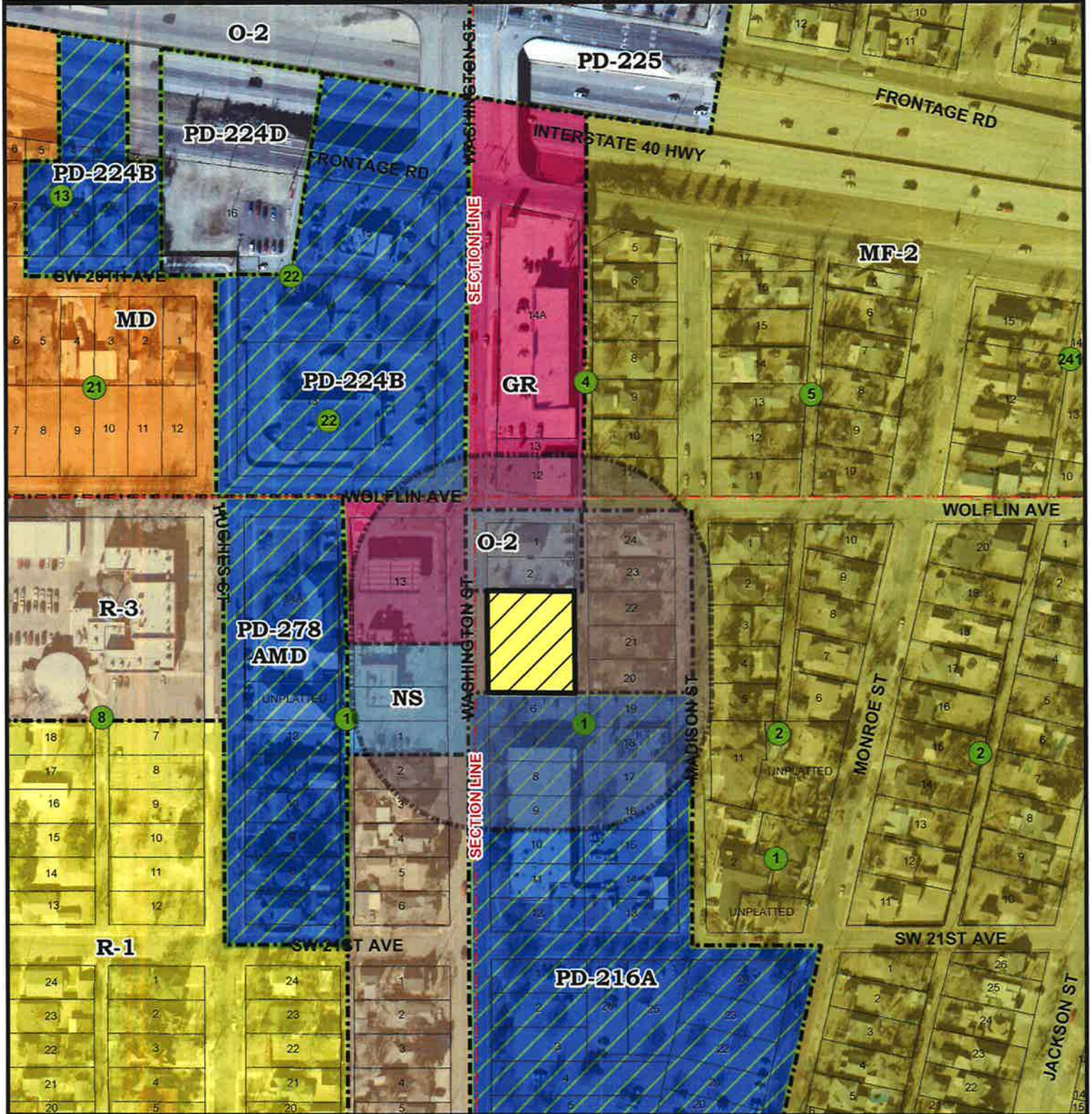


Looking west from Washington at view from front of subject property.



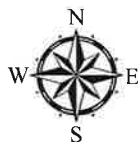
Looking north up alley at existing conditions and fencing.

**CASE Z-18-04
REZONING FROM RESIDENTIAL DISTRICT 3 (R-3)
TO GENERAL RETAIL (GR)**



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 200 feet
Date: 2/23/2018



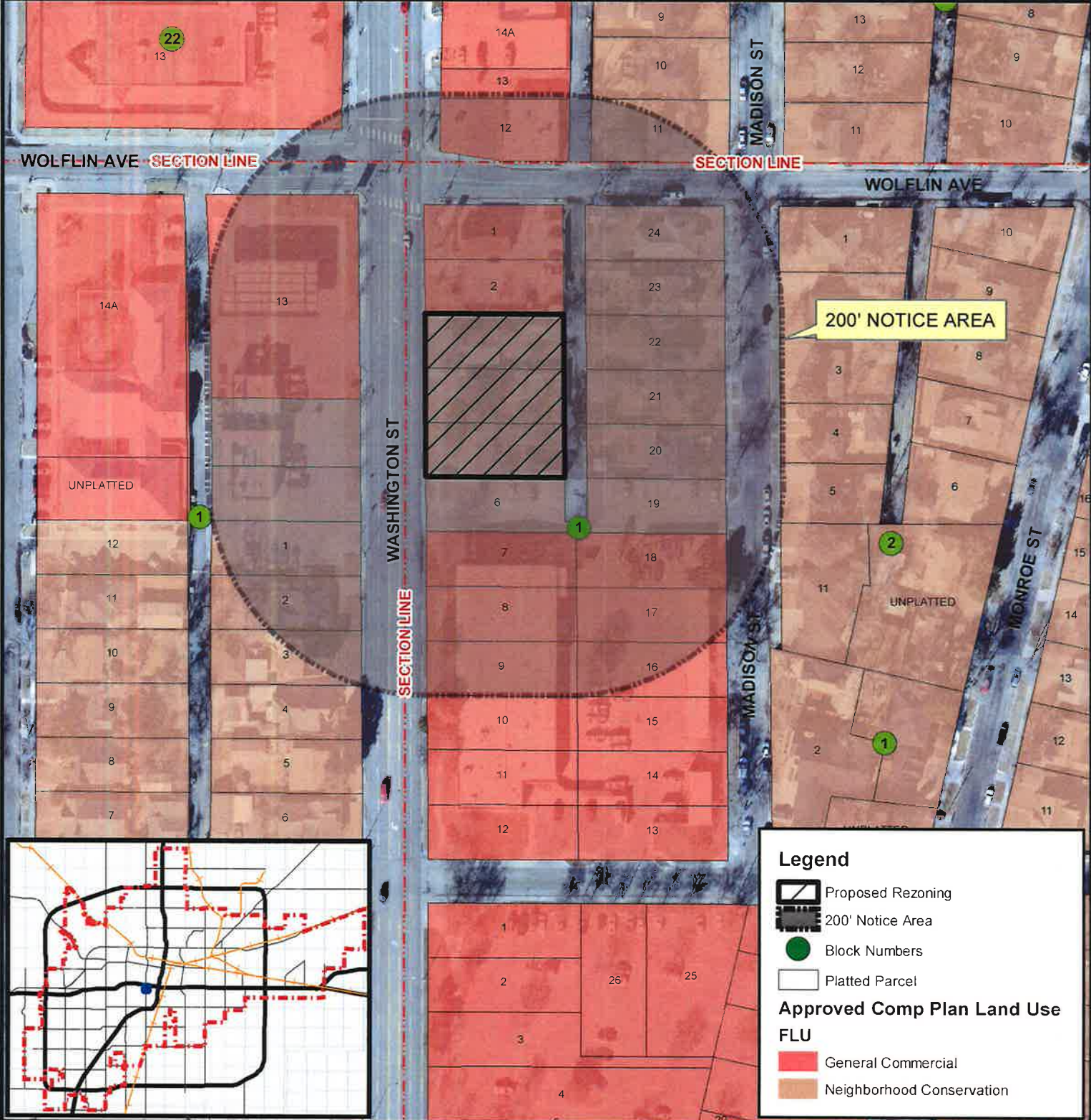
Rezoning of Lot 3A, Block 1, Sunset Addition Unit No. 4, in Section 171, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 (R-3) to General Retail District (GR).

Applicant: Daryl Furman

Vicinity: S Washington St & Wolflin Ave.

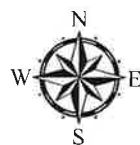
DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo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

CASE Z-18-04
REZONING FROM RESIDENTIAL DISTRICT 3 (R-3)
TO GENERAL RETAIL (GR)



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 126 feet
Date: 2/13/2018



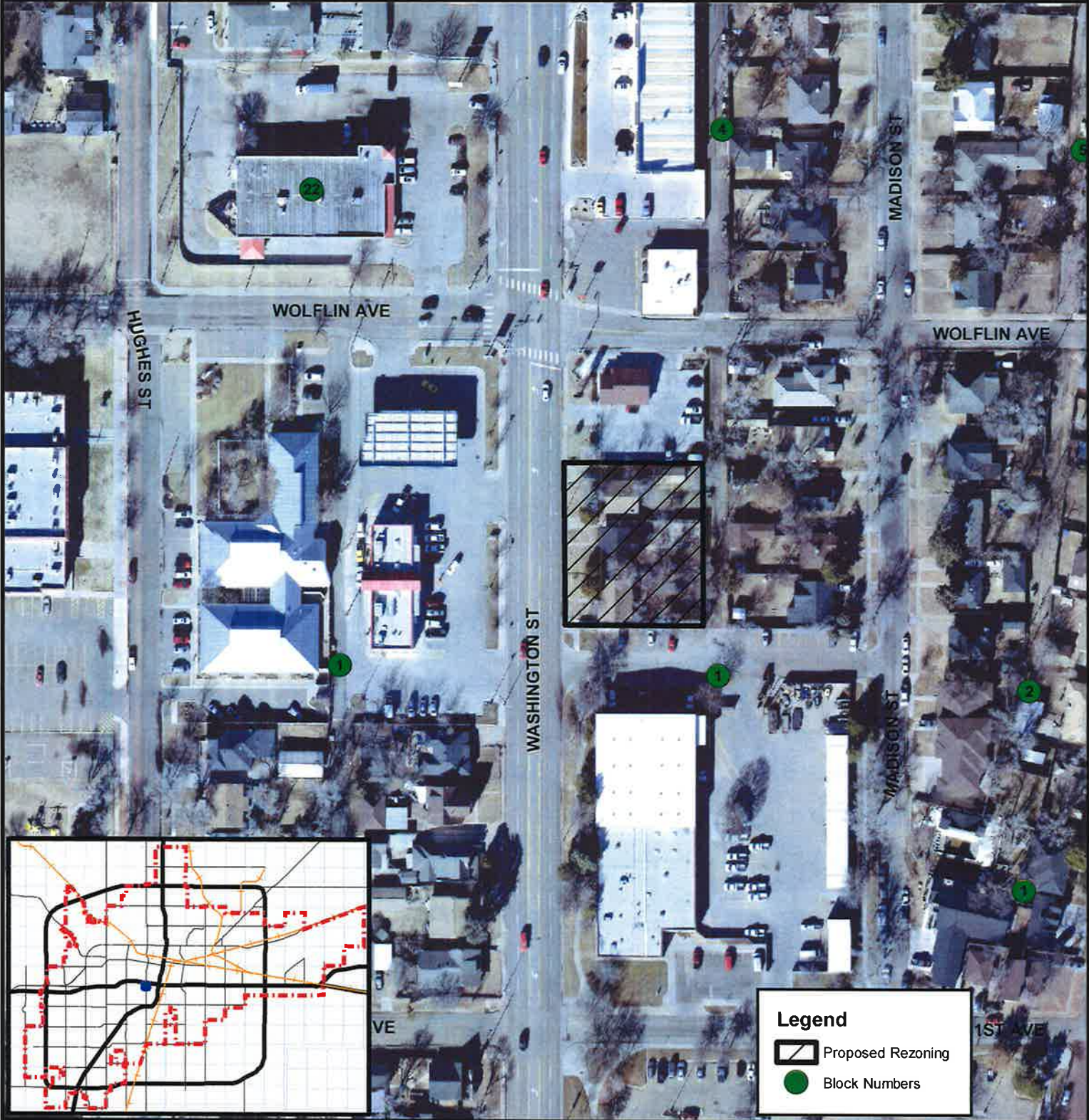
Rezoning of Lot 3A, Block 1, Sunset Addition Unit No. 4, in
Section 171, Block 2, AB&M Survey, Potter County, Texas, plus
one-half of all bounding streets, alleys, and public ways to change
from Residential District 3 (R-3) to General Retail District (GR).

Applicant: Daryl Furman

Vicinity: S Washington St & Wolflin Ave.

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.

CASE Z-18-04
REZONING FROM RESIDENTIAL DISTRICT 3 (R-3)
TO GENERAL RETAIL (GR)



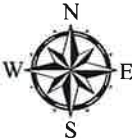
Legend

 Proposed Rezoning

 Block Numbers

**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 126 feet
Date: 2/13/2018



Rezoning of Lot 3A, Block 1, Sunset Addition Unit No. 4, in Section 171, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 (R-3) to General Retail District (GR).

Applicant: Daryl Furman
Vicinity: S Washington St & Wolflin Ave.

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.

STATE OF TEXAS §
COUNTIES OF POTTER §
AND RANDALL §
CITY OF AMARILLO §

On the 26th day of February, 2018, the Amarillo Planning and Zoning Commission met in a work session at 2:45 PM to review agenda items, and then convened in regular session at 3:00 PM in the City Council Chamber on the third floor of City Hall, 509 East 7th Avenue, Amarillo, Texas, with the following members present:

VOTING MEMBERS	PRESENT	NO. MEETINGS HELD	NO. MEETINGS ATTENDED
Joshua Raef	N	4	1
Royce Gooch	Y	4	4
Rob Parker, Chairman	Y	86	71
Rick Thomason	N	56	46
Bowden Jones	Y	47	36
Dick Ford	Y	31	25
Terry Harman	Y	30	30

PLANNING DEPARTMENT STAFF:

AJ Fawver, AICP, CNU-A, Planning Director
Cody Balzen, Planner I
Hannah Green, Recording Secretary

Sherry Bailey, Senior Planner
Jeffrey English, Planner I

Chairman Parker opened the meeting, established a quorum and conducted the consideration of the following items in the order presented. Cody Balzen and Jeffrey English gave the recommendations for the agenda items.

- I. Call to order and establish a quorum is present.
- II. Public Comment: Citizens who desire to address the Planning and Zoning Commission with regard to matters on the agenda or having to do with policies, programs, or services will be received at this time. The total time allotted for comments is three (3) minutes per speaker. Planning and Zoning Commission may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff.
(Texas Attorney General Opinion. JC-0169)

No comments were made.

- III. Consent Agenda: The Commission may request a consent agenda item to be moved to the Regular Agenda for presentation and comment. Otherwise, the consent agenda will be considered in one vote. Consent agenda items are routine items recommended for approval, and which do not include requests for waivers or variances.

1: Approval of the minutes of the February 12th, 2018 meeting.

A motion to approve the consent agenda was made by Commissioner Harman, seconded by Commissioner Gooch, and carried unanimously.

IV. Regular Agenda:

- 1: Vacations: The Planning & Zoning Commission makes recommendation to approval or denial; appeals may be directed to City Council.

A. V-17-07 Vacation of a 22,420 square foot portion of 60' ROW known as SW 8th Avenue directly east of S Coulter Street, previously dedicated by Medical Institute Unit No. 8 plat, in Sections 25 & 44, Block 9, BS&F Survey, Potter County, Texas. (Vicinity: SW 8th Ave. & S Coulter St.)

Cody Balzen, Planner I presented this item, explaining that the applicant is requesting the City of Amarillo vacate a portion of a cul-de-sac that was never constructed.

Mr. Balzen gave a brief presentation, concluding with a staff recommendation of approval of this vacation.

Chairman Parker asked if anyone wanted to speak in favor of or against said request. No comments were made.

A motion to approve V-17-07 was made by Commissioner Ford, seconded by Commissioner Jones, and carried unanimously.

2: Rezoning: The Planning & Zoning Commission makes recommendation for approval or denial; appeals may be directed to City Council.

A. Z-18-03 Rezoning of Lot 4B, Block 124, Original Town of Amarillo Unit No. 16, in Section 188, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Multiple Family District 1 with Specific Use Permit 115 (MF-1/S-115) to Planned Development 388 (PD-388) for Tiny Houses. (0.14 Acres) (Vicinity: N Rusk St. & NW 3rd Ave.)

Jeffrey English, Planner I, presented this item, and advised that the applicant is requesting a zone change from Multiple Family District 1 with Specific Use Permit 115 to Planned Development 388 in order to build four tiny houses on this lot. Mr. English ended the presentation with a staff recommendation of approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor, Dan Ferguson, 3807 Beaver Dr, stood to further explain the reasons and purpose for the request and to answer questions. Kidd Rudd, 6850 Grande, also stood to express his thanks to the Board. Chairman Parker asked if anyone wanted to speak against said request. No comments were made.

A motion to approve Z-18-03 was made by Commissioner Jones, and seconded by Commissioner Ford, and carried unanimously.

B. Z-18-04 Rezoning of Lot 3A, Block 1, Sunset Addition Unit No. 4, in Section 171, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 (R-3) to General Retail District (GR). (0.44 Acres) (Vicinity: S Washington St. & Wolflin Ave.)

Cody Balzen, Planner I, presented this item, and advised the applicant is requesting a change in zoning from Residential District 3 to General Retail in order to develop the property with a restaurant with drive-in service. Mr. Balzen ended the presentation with a staff recommendation of approval.

Chairman Parker asked if anyone wanted to speak in favor of said request. No comments were made. Joseph Kutin, 2006 S Madison, stood to inquire what a screen fence would mean. Mr. Balzen explained further what type of fencing would be permitted. Rick Crawford, 500 S Taylor, also stood to speak in favor of said request.

Chairman Parker asked if anyone wanted to speak against this item. No comments were made.

A motion to approve Z-18-04 was made by Commissioner Gooch and seconded by Commissioner Harman, and carried unanimously.

3: Discuss Items for Future Agendas.

No comments were made.

4: Director's Report

AJ Fawver, Planning Director, gave an update for a few zoning cases. Ms. Fawver also invited the Commission to the Barrio Neighborhood Plan reveal, taking place in the evening. She noted the hopes for a positive turnout. Ms. Fawver ended by saying that the department will be working to update the Zoning Ordinance, and that the department will continue to keep the Commission informed throughout the process.

No further comments were made and the meeting was adjourned at 3:30 P.M.



AJ Fawer, AICP, CNU-A
Planning & Zoning Commission

STATE OF TEXAS §
COUNTIES OF POTTER §
AND RANDALL §
CITY OF AMARILLO §

On the 11th day of June, 2018, the Amarillo Planning and Zoning Commission met in a work session at 2:45 PM to review agenda items, and then convened in regular session at 3:00 PM in the City Council Chamber on the third floor of City Hall, 509 East 7th Avenue, Amarillo, Texas, with the following members present:

VOTING MEMBERS	PRESENT	NO. MEETINGS HELD	NO. MEETINGS ATTENDED
Joshua Raef	N	9	3
Royce Gooch	Y	9	8
Rob Parker, Chairman	Y	91	76
Rick Thomason	Y	61	50
Bowden Jones	Y	52	40
Dick Ford	Y	36	30
Terry Harman	Y	35	35

PLANNING DEPARTMENT STAFF:
Sherry Bailey, Senior Planner
Hannah Green, Recording Secretary

Cody Balzen, Planner I

Chairman Parker opened the meeting, established a quorum and conducted the consideration of the following items in the order presented. Sherry Bailey and Cody Balzen gave the recommendations for the agenda items.

- I. Call to order and establish a quorum is present.
- II. Public Comment: Citizens who desire to address the Planning and Zoning Commission with regard to matters on the agenda or having to do with policies, programs, or services will be received at this time. The total time allotted for comments is three (3) minutes per speaker. Planning and Zoning Commission may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff. (Texas Attorney General Opinion. JC-0169)

No comments were made.

- III. Consent Agenda: The Commission may request a consent agenda item to be moved to the Regular Agenda for presentation and comment. Otherwise, the consent agenda will be considered in one vote. Consent agenda items are routine items recommended for approval, and which do not include requests for waivers or variances.

- 1: Approval of the minutes of the April 23rd, 2018 meeting.

A motion to approve the consent agenda was made by Commissioner Thomason seconded by Commissioner Jones, and carried unanimously.

- IV. Regular Agenda:

- 1: Vacations: The Planning & Zoning Commission makes recommendation for approval or denial; appeals may be directed to City Council.

- A. V-18-02 Vacation of a 20' alley located at Block 16 Benton Highland Addition, an addition to the City of Amarillo, Potter County, Texas (Vicinity: S. Vernon St & S. Spring St. and SE 17th Ave. & Interstate – 40 East)

Sherry Bailey, Senior Planner, gave a brief presentation and concluded with a staff recommendation of approval.

Chairman Parker asked if anyone wanted to speak in favor of or against this item. No comments were made.

A motion to approve V-18-02 was made by Commissioner Thomason seconded by Commissioner Gooch, and carried unanimously.

- B. V-18-03 Vacation of a 25' Drainage Easement (DE) located on Lots 1 and 2, Block 37, Lawrence Park Unit No. 25, in Section 227, Block 2, AB&M Survey, Potter County, Texas. (0.16 acres) (Vicinity: Lometa Dr. & Olsen Blvd.)

Sherry Bailey, Senior Planner, gave a brief presentation and concluded with a staff recommendation of approval.

Chairman Parker asked if anyone wanted to speak in favor of or against this item. No comments were made.

A motion to approve V-18-03 was made by Commissioner Ford, seconded by Commissioner Harman, and carried unanimously.

- 2: Subdivision Plats: The Planning & Zoning Commission has final authority for approval; appeals may be directed to City Council.

- A. P-18-41 Blair Addition Unit No. 3, a suburban subdivision to the City of Amarillo, being a replat of a portion of Lot 1-A, Block 1, Blair Addition Unit No. 2 and an unplatted tract of land in Section 36, Block 2, AB&M Survey, Potter County, Texas. (8.40 Acres) (Vicinity: South US Hwy 287 & Jackrabbit Rd.)

Sherry Bailey, Senior Planner, presented this item, explaining that a public hearing is required per Texas Local Government Code 212.015(c).

Ms. Bailey gave a brief presentation and concluded with a staff recommendation of approval as submitted. City staff and the board discussed any liability involving this case.

Chairman Parker asked if anyone wanted to speak in favor of or against this item. No comments were made.

A motion to approve P-18-41 was made by Commissioner Thomason, seconded by Commissioner Gooch, and carried unanimously.

- B. P-18-51 Lonesome Dove Estates Unit No. 9, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 111, Block 2, AB&M Survey, Randall County, Texas. (38.35 Acres) (Vicinity: Cpt. Woodrow Call Trl. & Cpt. Augustus McCrae Trl.)

Sherry Bailey, Senior Planner, presented this item, explaining that a public hearing is required per Texas Local Government Code 212.015(c).

Ms. Bailey gave a brief presentation and concluded with a staff recommendation of approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor of or against this item. No comments were made.

A motion to approve P-18-51 was made by Commissioner Ford, seconded by Commissioner Jones, and carried unanimously.

- C. P-18-52 The Colonies Unit No. 70, an addition to the City of Amarillo, being an unplatted tract of land out of Section 40, Block 9, BS&F Survey, Randall County, Texas. (2.51 Acres) (Vicinity: Wesley Rd. & Liberty Cir. S)

Sherry Bailey, Senior Planner, presented this item, explaining that a public hearing is required per Texas Local Government Code 212.015(c).

Ms. Bailey gave a brief presentation and concluded with a staff recommendation of approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor of or against this item. No comments were made.

A motion to approve P-18-52 was made by Commissioner Harman, seconded by Commissioner Thomason, and carried unanimously.

- D. P-18-53 Hamlet Addition Unit No. 21, an addition to the City of Amarillo being an unplatted tract of land in Section 157, Block 2, AB&M Survey, Potter County, Texas. (7.53 Acres) (Vicinity: N Hayes St. & NE 15th Ave.)

Sherry Bailey, Senior Planner, presented this item, explaining that a public hearing is required per Texas Local Government Code 212.015(c).

Ms. Bailey gave a brief presentation and concluded with a staff recommendation of approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor of or against this item. No comments were made.

A motion to approve P-18-53 was made by Commissioner Jones, seconded by Commissioner Ford, and carried unanimously.

- E. P-18-58 Heritage Hills Unit No. 9, an addition to the City of Amarillo being an unplatted tract of land in Section 65, Block 9, BS&F Survey, Randall County, Texas. (14.97 Acres) (Vicinity: Crestline Dr. & Cagle Dr.)

Cody Balzen, Planner I, presented this item, explaining that a public hearing is required per Texas Local Government Code 212.015(c).

Mr. Balzen gave a brief presentation and concluded with a staff recommendation of approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor of or against this item. No comments were made.

A motion to approve P-18-58 was made by Commissioner Thomason, seconded by Commissioner Harman, and carried unanimously.

- F. P-18-56 Time Square Village Unit 2, a replat of Lots 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 2, Time Square Village Unit No. 1 in Section 64, Block 9, B.S.&F. Survey Randall County, Texas (0.04 Acres) (Vicinity: Staten Island & Mosely St.)

Sherry Bailey, Senior Planner, presented this item, explaining that a public hearing is required per Texas Local Government Code 212.015(c).

Ms. Bailey gave a brief presentation and concluded with a staff recommendation of approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor of or against this item. No comments were made.

A motion to approve P-18-56 was made by Commissioner Ford, seconded by Commissioner Jones, and carried unanimously.

- 3: Rezoning: The Planning & Zoning Commission makes recommendation for approval or denial; appeals may be directed to City Council.

- A. Z-18-11 Rezoning of The Colonies Unit No. 70, in Section 40, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and publicways to change from Agricultural District (A) to Residential District 2 (R-2). (2.51 Acres) (Vicinity: Wesley Rd. & Liberty Cir. S)

Sherry Bailey, Senior Planner, presented this item, and advised that the applicant is requesting a zone change in order to develop another residential phase of The Colonies subdivision. Ms. Bailey ended the presentation with a staff recommendation of approval as submitted. Commissioner Ford made an observation regarding the plat and zoning procedures.

Chairman Parker asked if anyone wanted to speak in favor or against this item. No comments were made.

A motion to approve Z-18-11 was made by Commissioner Thomason, seconded by Commissioner Gooch, and carried unanimously.

- B. Z-18-12 Rezoning of Lots 39-46, Block 476, Mirror Addition Unit 1, in Section 155, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to amend Planned Development District -107 to allow offsite parking to Planned Development 107 (PD-107) for Wesley Community Center (vicinity: between Roberts St and Williams St. and SE 15th Ave. and SE 16th Ave.)

Sherry Bailey, Senior Planner, presented this item, and advised that the applicant is requesting a zone change in order to continue to provide for more parking for the Wesley. Ms. Bailey ended the presentation with a staff recommendation of approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor or against this item. No comments were made.

A motion to approve Z-18-12 was made by Commissioner Jones, seconded by Commissioner Harman, and carried unanimously.

- C. Z-18-13 Rezoning of Lot 1, Block 1, Fox Hollow Unit No. 2, in Section 160, Block 2, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Agricultural District (A) to Planned Development 389 (PD-389) for Mini-Storage. (2.642 Acres) (Vicinity: Pavillard Dr. & E Saint Francis Ave. (Loop 335))

Sherry Bailey, Senior Planner, presented this item, and advised that the applicant is requesting a zone change in order to build mini-storage on the site. Ms. Bailey ended the presentation with a request that the item be tabled, to be heard at a future meeting at the wishes of the applicant.

A motion to table Z-18-13 was made by Commissioner Harman, seconded by Commissioner Gooch, and carried unanimously.

- D. Z-18-14 Rezoning of Lots 7 - 9, Block 2, Denver Heights Unit No. 1, in Section 138, Block 2, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alley, and public ways to change from Heavy Commercial District (HC) to Heavy Commercial District with a Specific Use Permit 194 (HC/S-194) for a crematorium. (0.49 Acres) (Vicinity: S Bivins St. & SE 4th Ave.)

Sherry Bailey, Senior Planner, presented this item, and advised that the applicant is requesting a zone change in order to operate a crematorium on the property in conjunction with an already operational mortuary business. Ms. Bailey ended the presentation with a staff recommendation of approval as submitted. The city staff and board discussed the item's history further.

Chairman Parker asked if anyone wanted to speak in favor of this item. Eric Shafer, owner of Shafer Mortuary Services, stood in favor of the item, explaining the process they followed and that they continued to follow regarding what was needed to maintain operations on the property.

Chairman Parker asked if anyone wanted to speak against this item. Joel Carver, owner of A to D Mortuary Services, stood to speak against this item, expressing his desire that Shafer Mortuary Services be held to current procedures and that operations be held until the applicant can get official approval to continue.

Tyler Carver, owner of A to D Mortuary Services stood against this item as well to express his desire for the enforcement of the zoning policies, and explained why he wanted the operation to follow the process.

In a rebuttal by Candice Shafer, general manager of Cox Funeral Home, Mrs. Shafer spoke explaining the process they followed in choosing the property and noting they would have followed the procedure had they known the needed process or any changes to it.

Tyler Carver stood to offer a rebuttal to discuss the importance of following the process through.

A motion to approve Z-18-14 was made by Commissioner Ford, seconded by Commissioner Thomason, and carried unanimously.

- E. Reconsideration of Z-18-04 Rezoning of Lot 3A, Block 1, Sunset Addition Unit No. 4, in Section 171, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 (R-3) to General Retail District (GR). (0.44 Acres) (Vicinity: S Washington St. & Wolflin Ave.)

Cody Balzen, Planner I, presented this item, and advised that the applicant is requesting a zone change in order to develop the property with a restaurant with drive-in service. Mr. Balzen noted

that this item was previously acted on by the Planning and Zoning Commission and that City Council had voted to send this zoning request back to the Planning and Zoning Commission for reconsideration. Mr. Balzen also noted that another meeting had been held with the applicant, city planning staff, and some of the concerned neighbors to discuss this item and a submitted petition. Mr. Balzen ended his presentation with staff recommendation of approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor of this item. Rick Crawford, applicant, stood to speak in favor of this item. Mr. Crawford spoke about his plans for the property.

Chairman Parker asked if anyone wanted to speak against this item. Joseph Kutin, 2006 South Madison, spoke against this item to further explain why he and the neighboring residents continued to stand in opposition.

Mr. Crawford stood in rebuttal to explain the reasons for the residents desiring a change to Neighborhood Service zoning and his plans for fence placement and material.

In a rebuttal by Mr. Kutin, he stood to further explain the discussion of the desires of the neighborhood, their approval if it was a change to Neighborhood Services and his concerns about the proposed change to General Retail.

A motion to approve Z-18-04 was made by Commissioner Thomason, seconded by Commissioner Ford at a 5-1 vote with Commissioner Jones against.

4: Discuss Items for Future Agendas.

No further comments were made and the meeting was adjourned at 4:10 P.M.

Sherry Bailey, Senior Planner
Planning & Zoning Commission