

AGENDAS

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

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) Discuss Public Comments;
 - (3) Economic Development Strategic Plan Update; and
 - (4) Consider future Agenda items and request reports from City Manager.

REGULAR MEETING ITEMS

INVOCATION: Councilmember Lisa Blake

RECOGNITION: Municipal Court for MTSI Traffic Award

PUBLIC COMMENT: Citizens who desire to address the City Council with regard to matters not on the agenda 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 these items, 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 February 28, 2017.

B. **Approval – Revised Second Amendment to Lease Agreement between Titan Towers, LP and the City of Amarillo:**

This item is the revised second amendment to the Lease Agreement for use of City property.

C. **Sale – Property:**

Sheriff Sale Property in Potter County.

2. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7656:**

This item is a presentation and first reading of amendments to Chapter 8-2 (Animals and Fowl), Amarillo Municipal Code, amending 8-2-1 defining "rooster", changing 8-2-4 increasing trap deposits to \$90.00, amending 8-2-9 requiring "current" rabies tag to be displayed, amending 8-2-10 limiting veterinarian offices in Potter and Randall Counties where a deemed dangerous animal can be sterilized and establishing an appeal bond, amending 8-2-55 to protect the personal identifying information for adopters, fosters, and rescue organizations to the extent allowed by law, and a new section prohibiting bestiality.

3. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7657:**

This is the first reading of an ordinance rezoning Lots 7 and 8, Block 5, Amarillo Heights Unit No. 1, in Section 168, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Manufactured Home (MH) to Multiple Family 1 (MF-1). (Vicinity: Northwest 14th Avenue and North Harrison Street.)

4. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7658:**

This is the first reading of an Ordinance amending the Code of Ordinances in two respects. (1) Section 2-2-1 is amended to remove reference to the beginning time of Regular Meetings of the City Council, to reflect current practice of the Council to adjust meeting time to best serve the public. (2) References throughout the Code of Ordinances that retain "City Commission" are changed to "City Council" in accordance with the City Charter, as amended November 5, 2013.

5. **RESOLUTION – APPROVING TXDOT AGREEMENT TO CONTRIBUTE RIGHT-OF-WAY FUNDS FROM FM 2590 TO SOUTHWEST 9 AVENUE:**

Total right-of-way and utility costs estimate -- \$3,672,680.00

Local participation - 10% = \$367,268.00

This item is the initial agreement for the City's participation in the right-of-way procurement and reimbursable utility relocations for the project.

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 3rd day of March 2017.

Amarillo City Council meetings stream live on Cable Channel 110 and are available online at:

www.amarillo.gov/granicus

Archived meetings are also available.



4

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 28th day of February 2017, the Amarillo City Council met at 4:00 p.m. for a work session and then at 5:00 p.m. for the regular session in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE
ELISHA DEMERSON
LISA BLAKE
RANDY BURKETT
MARK NAIR

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 H. MILLER
BOB COWELL
MICK MCKAMIE
BLAIR SNOW
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
MANAGEMENT ANALYST
CITY SECRETARY

The invocation was given by Davlyn Duesterhaus, Baptist St. Anthony's. Mayor Harpole led the audience in the Pledge of Allegiance.

Public Comment:

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

Kit Rudd, 6850 Grande Drive, stated he preferred comments at the end of the meeting and asked Council to reconsider. He further stated the YCCO homeless work program was going well and they are beginning by cleaning up their camps. There were no further comments.

ITEM 1: Mayor Harpole presented the minutes for the special meeting held on February 16, 2017 and the regular meeting on February 21, 2017. Motion was made by Councilmember Blake to approve the minutes of February 16, 2017, seconded by Councilmember Burkett, and unanimously carried to approve. Motion was made by Councilmember Demerson to approve the minutes of February 21, 2017, seconded by Councilmember Burkett, the motion carried by a 4:0:1 vote of the Council. Mayor Harpole abstained.

ITEM 2: Mayor Harpole presented a resolution requesting placement of a four-way stop sign at the intersection of Sandie Drive and Hatfield Circle. Motion was made that the following captioned resolution be passed by Councilmember Nair, seconded by Councilmember Blake:

RESOLUTION NO. 02-28-17-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO:
PROVIDING FOR A FOUR WAY STOP AT THE INTERSECTION OF
SANDIE DRIVE AND HATFIELD CIRCLE; PROVIDING SEVERABILITY
CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson and Nair; voting NO were none; Councilmember Burkett abstained, the motion carried by a 4:0:1 vote of the Council.

ITEM 3: Mayor Harpole presented a resolution setting the date and time for a public hearing on March 21, 2017, at 5:00 p.m. to determine if the properties at 205 North Fairmont Street and 3719 Rio Grande Street constitute public nuisances and thereby declared as dangerous structures and order the removal of such. A copy of this

resolution will be mailed to all interested parties providing ten (10) days notice of public hearing. Motion was made that the following captioned resolution be passed by Councilmember Burkett, seconded by Councilmember Demerson:

RESOLUTION NO. 02-28-17-2

A RESOLUTION CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE A PUBLIC NUISANCE AT THE LOCATION(S) STATED; PROVIDING FOR NOTICE.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 4: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Motion was made by Councilmember Burkett to approval of the consent agenda, seconded by Councilmember Blake.

A. Purchase – Heavy Equipment:

Award to low bidders meeting specifications below:

Yellowhouse Machinery (121175) Lines 1, 7, 8 & 10 \$529,900.00

Associated Supply Co. (16139) Lines 2, 3, 5 & 6 \$237,025.00

Total Award \$766,925.00

This item is for scheduled replacement of heavy equipment that has reached or exceeded usable life and additional equipment approved in the 2016-2017 budget.

B. Award – Drainage Improvements at Southwest 10th Avenue and Lipscomb Street:

West Texas Utility Contractors -- \$87,171.00

This item is to approve the contract for Drainage Improvements at Southwest 10th Avenue and Lipscomb Street. Replacing an inlet in Lipscomb Street, installing a new inlet in Southwest 10th Avenue and connecting to the storm sewer main in Lipscomb Street. Repairs to pavement including replacing an ADA ramp.

C. Award – Utility Billing Contact Center Software:

Award to AT&T -- \$55,442.00

This award is to approve a one-year contract amendment for the purchase of a Contact Center Software powered by inContact.

D. Approval – Emergency Replacement of a Sewer Main at 35th Avenue and Taylor Street Discharging into Lift Station #12:

Amarillo Utilities Contractors -- \$355,000.00

This item is to approve the emergency replacement to the sewer main at 35th Avenue and Taylor Street.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor



B

Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 7 th , 2017	Council Priority	
--------------	------------------------------	------------------	--

Department	Capital Projects and Development Engineering
------------	--

Agenda Caption

Approval of the revised Second Amendment to Lease Agreement between Titan Towers, LP and the City of Amarillo.

Agenda Item Summary

Approval of the revised Second Amendment to Lease Agreement – The original lease was approved on April 11, 2001 and the first amendment dated July 25th, 2011 extended the lease term to April 11th, 2031 and increased the monthly rental to \$1000 per month and the rentals thereafter increase each Extension Term at the rate of fifteen percent (15%) over the monthly rentals paid during the previous term and for each term thereafter. The Second Amendment, which was originally approved by the City Council on November 22nd, 2016, extended the lease to April 2061 with a signing bonus of \$40,000 and a 3% increase annually on the current rental rate. The revised Second Amendment to the Lease Agreement added language to Section 4 (Landlord and Tenant Acknowledgements) and added language on Section 6 (Indemnification).

Requested Action

Consider and approval of the revised Second Amendment to Lease Agreement

Funding Summary

No state or federal funds are involved.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval.

THE SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Amarillo, Texas**, a municipal corporation ("**Landlord**") and **GTP Acquisition Partners II, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement Between the City of Amarillo, Texas and Titan Towers, L.P. dated April 11, 2001 (the "**Original Lease**") as amended by that certain First Amendment to Lease Agreement Between the City of Amarillo, Texas and Titan Towers, L.P. dated July 25, 2001 (the "**First Amendment**") (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of Forty Thousand and No/100 Dollars (\$40,000.00), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before April 1, 2017; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on April 11, 2001. Tenant shall have the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal

Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** As of the Effective date the rent payable from Tenant to Landlord under the Lease is One Thousand and No/100 Dollars (\$1,000.00) per month (the "**Rent**"). Commencing on April 11, 2017 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to three percent (3%) of the then current rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **CITY OF AMARILLO**. The escalations in this paragraph shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's employees, agents, contractors, guests, sublessees, licensees, or invitees, shall have access (specifically including truck) to the Leased Premises as provided in Section 2.1 of the Original Lease, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to execute and return to Tenant, within a commercially reasonable time, building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (iv) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment.
6. **Indemnification.** Tenant shall and hereby does indemnify and hold Landlord harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including

reasonable attorney's fees and costs) actually incurred, asserted, and/or suffered (collectively, the "**Losses**"), whether to persons or property, arising directly from Tenant's use of the Leased Premises and the use of the Leased Premises by Tenant's employees, agents, contractors, guests, sublessees, licensees, or invitees; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Landlord or any of Landlord's employees, agents, contractors, and/or invitees. Landlord shall and hereby does indemnify and hold Tenant harmless from all Losses, whether to persons or property, arising directly from Landlord's use of the Parent Parcel and the use of the Parent Parcel by Landlord's employees, agents, contractors, guests, sublessees, licensees, or invitees; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Tenant or any of Tenant's employees, agents, contractors, and/or invitees.

7. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 808 So. Buchanan St., Amarillo, TX 79105; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in

accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
14. **Taxes.** During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES FOLLOW ON NEXT PAGE]

Site No: 374463
Site Name: Amarillo #3 TX

LANDLORD:

City of Amarillo, Texas
a municipal corporation

Signature: _____
Print Name: Bob Cowell
Title: Deputy City Manager
Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

GTP Acquisition Partners II, LLC
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Potter, State of Texas, and being known as
Potter County APN: R-200-1350-5000-0.

Site No: 374463
Site Name: Amarillo #3 TX

EXHIBIT A (continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEGINNING at a point from whence the Southwest Corner of said section bears S. 00° 12' 55" E., 2047.81 feet, and thence S. 89° 56' 20" W., 248.89 feet;
THENCE N. 00° 12' 55" W., 50 feet;
THENCE N. 89° 56' 20" E., 5.068 feet;
THENCE N. 29° 44' 08" W., 379.332 feet;
THENCE N. 60° 15' 52" E., 10 feet;
THENCE S. 29° 44' 08" E., 385.03 feet;
THENCE N. 89° 56' 20" E., 33.422 feet;
THENCE S. 00° 55' 12" E., 19.97 feet;
THENCE N 89° 45' 46" E., 381.044 feet;
THENCE S. 00° 14' 14" E., 10 feet;
THENCE S. 89° 45' 46" W., 381.294 feet;
THENCE S. 00° 12' 55" E., 20.032 feet;
THENCE S. 89° 56' 20" W., 33.888 feet;
THENCE S. 30° 03' 24" W., 383.367 feet;
THENCE N. 69° 56' 36" W., 10 feet;
THENCE N. 30° 03' 24" E., 379.391 feet;
THENCE S. 89° 56' 20" W., 4.727 feet to the **POINT OF BEGINNING** and containing .3189 acres of land, more or less.

Site No: 374463
Site Name: Amarillo #3 TX

EXHIBIT A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

BEGINNING at a point from whence the Southwest Corner of said section bears S. 00° 12' 55" E., 1935.51 feet and thence S. 89° 56' 20" W., 30 feet;

THENCE N. 00° 12' 55" W., 40 feet;

THENCE N. 89° 56' 20" E., 228.70 feet;

THENCE N. 00° 12' 55" W., 72.076 feet;

THENCE N. 89° 56' 20" E., 40 feet;

THENCE S. 00° 12' 55" E., 72.076 feet;

THENCE S. 00° 12' 55" E., 40 feet;

THENCE S. 89° 56' 20" W., 268.70 feet to the **POINT OF BEGINNING** and containing .3129 acres of land more or less.

Site No: 374463
Site Name: Amarillo #3 TX

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Site No: 374463
Site Name: Amarillo #3 TX

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Damen R. Nisula, Esq.
ATC Site No: 374463
ATC Site Name: Amarillo #3 TX
Assessor's Parcel No(s): R-200-1350-5000-0

Prior Recorded Lease Reference:

Volume 3073, Page 308
Date: 06-07-2001
State of Texas
County of Potter

MEMORANDUM OF LEASE

This Memorandum of Lease (the "***Memorandum***") is entered into on the _____ day of _____, 201__ by and between **City of Amarillo, Texas**, a municipal corporation ("***Landlord***") and **GTP Acquisition Partners II, LLC**, a Delaware limited liability company ("***Tenant***").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement Between the City of Amarillo, Texas and Titan Towers, L.P. dated April 11, 2001 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors (such leasehold and easement rights and interests, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be April 10, 2061. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

Site No: 374463
Site Name: Amarillo #3 TX

4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.
5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 808 So. Buchanan St., Amarillo, TX 79105; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

Site No: 374463
Site Name: Amarillo #3 TX

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Amarillo, Texas
a municipal corporation

Signature: _____
Print Name: Bob Cowell
Title: Deputy City Manager
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared Bob Cowell, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

GTP Acquisition Partners II, LLC
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Potter, State of Texas, and being known as
Potter County APN: R-200-1350-5000-0.

Site No: 374463
Site Name: Amarillo #3 TX

EXHIBIT A (continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEGINNING at a point from whence the Southwest Corner of said section bears S. 00° 12' 55" E., 2047.81 feet, and thence S. 89° 56' 20" W., 248.89 feet;

THENCE N. 00° 12' 55" W., 50 feet;

THENCE N. 89° 56' 20" E., 5.068 feet;

THENCE N. 29° 44' 08" W., 379.332 feet;

THENCE N. 60° 15' 52" E., 10 feet;

THENCE S. 29° 44' 08" E., 385.03 feet;

THENCE N. 89° 56' 20" E., 33.422 feet;

THENCE S. 00° 55' 12" E., 19.97 feet;

THENCE N 89° 45' 46" E., 381.044 feet;

THENCE S. 00° 14' 14" E., 10 feet;

THENCE S. 89° 45' 46" W., 381.294 feet;

THENCE S. 00° 12' 55" E., 20.032 feet;

THENCE S. 89° 56' 20" W., 33.888 feet;

THENCE S. 30° 03' 24" W., 383.367 feet;

THENCE N. 69° 56' 36" W., 10 feet;

THENCE N. 30° 03' 24" E., 379.391 feet;

THENCE S. 89° 56' 20" W., 4.727 feet to the POINT OF BEGINNING and containing .3189 acres of land, more or less.

Site No: 374463
Site Name: Amarillo #3 TX

EXHIBIT A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

BEGINNING at a point from whence the Southwest Corner of said section bears S. 00° 12' 55" E., 1935.51 feet and thence S. 89° 56' 20" W., 30 feet;
THENCE N. 00° 12' 55" W., 40 feet;
THENCE N. 89° 56' 20" E., 228.70 feet;
THENCE N. 00° 12' 55" W., 72.076 feet;
THENCE N. 89° 56' 20" E., 40 feet;
THENCE S. 00° 12' 55" E., 72.076 feet;
THENCE S. 00° 12' 55" E., 40 feet;
THENCE S. 89° 56' 20" W., 268.70 feet to the POINT OF BEGINNING and containing .3129 acres of land more or less.



County of Potter

STATE OF TEXAS
SANTA FE BUILDING

TAX OFFICE
900 S. POLK, SUITE 106
PO BOX 2289
AMARILLO, TEXAS 79105-2289



PHONE: (806) 342-2600
FAX: (806) 342-2637
pcto@co.potter.tx.us

SHERRI AYLOR, PCC
TAX ASSESSOR-COLLECTOR

March 1, 2017

City of Amarillo
Francis Hibbs, City Secretary
P. O. Box 1971
Amarillo, TX 79105-1971

Ms. Hibbs:

Enclosed is a list of Sheriff Sale properties that Potter County, as Trustee, sent out for bid. The bidder who qualified to purchase the property has been highlighted, and we have received their payment for the property. Please place this item on your March 7th agenda for their deed approval and signature(s).

If you would please e-mail a confirmation that this item has been placed on your agenda to katrinaadams@co.potter.tx.us or contact Katrina at #342-2607.

Sincerely,

SHERRI AYLOR, PCC
Tax Assessor-Collector

SA/ka

Enclosure

TRUSTEE PROPERTY SALE**MARCH 1, 2017****PROPERTY DESCRIPTION:**

107000985

CAUSE # 19431E**LOT: 5 BLOCK: 19**

AMARILLO HEIGHTS

1203 N TAYLOR ST

TOTAL DUE: 13,282.29**BIDS RECEIVED:**

JANIE SILVESTRE

\$ 1,010.00



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	March 7, 2017	Council Priority	N/A
--------------	---------------	------------------	-----

Department	Animal Management & Welfare
------------	-----------------------------

Agenda Caption

PRESENTATION AND CONSIDERATION OF ORDINANCE NO. _____

This item is a presentation and first reading of amendments to Chapter 8-2 (Animals and Fowl), Amarillo Municipal Code, amending 8-2-1 defining “rooster”, changing 8-2-4 increasing trap deposits to \$90.00, amending 8-2-9 requiring “current” rabies tag to be displayed, amending 8-2-10 limiting veterinarian offices in Potter and Randall Counties where a deemed dangerous animal can be sterilized and establishing an appeal bond, amending 8-2-55 to protect the personal identifying information for adopters, fosters, and rescue organizations to the extent allowed by law, and a new section prohibiting bestiality.

Agenda Item Summary

The proposed Ordinance would amend existing City Ordinance 8-2 (Animals and Fowl) with the following changes:

- Section 8-2-1 Definitions: Define “rooster” for future Ordinance development.
- Section 8-2-4 Fees: Increase small animal trap deposit from \$50.00 to \$90.00. Small animal traps cost \$89.99, plus shipping and handling to replace.
- Section 8-2-9 Vaccination Tag: Amending requirement for “current” rabies tag to be displayed.
- Section 8-2-10 Dangerous Animals: Limiting veterinarian offices in Potter and Randall Counties where a deemed dangerous animal can be sterilized and establishing an appeal bond.
- Section 8-2-55 Disposition of Unclaimed or Unredeemed Animals: Protect the personal identifying information for adopters, fosters, and rescue organizations to the extent allowed by law.
- Section 8-2-58 Bestiality: New ordinance amendment that will address prohibiting sexual acts towards animals that result in human sexual arousal. It will not impact legitimate practices done at groomers and/or veterinarian offices.

The Animal Management & Welfare Board has considered and unanimously approved the proposed Ordinance amendments on Monday, December 12, 2016. Their action and recommendation is provided to the City Council in support of this item. The proposed amendments have received community engagement support letters from the Amarillo Bi-City-County Health District Board and the Amarillo-Panhandle Humane Society Board of Directors.

Requested Action

Conduct a presentation and approve the Ordinance amendments.

Funding Summary

N/A

Amarillo City Council

Agenda Transmittal Memo



Community Engagement Summary

The proposed Ordinance amendment has been presented to all appropriate boards and parties, with additional community engagement through the following:

- AAM&W Advisory Board Meeting – July 24, 2016 – Work session - All proposed changes
- Amarillo Globe News – July 27, 2016 – Publication
- AAM&W Advisory Board Meeting to discuss ordinance that prohibits bestiality.
- Amarillo Globe News – August 6, 2016 – News Article - Bestiality
- KFDA Channel 10 News – August 11, 2016 – News Piece - Bestiality
- AAM&W Advisory Board Meeting – October 24, 2016 – Regular Meeting – All proposed changes
- Animal Management & Welfare Advisory Board – December 12, 2016 - Support
- Bi-City-County Health District Board – January 17, 2017 - Support
- Amarillo-Panhandle Humane Society – January 24, 2017 – Support
- KFDA Channel 10 News – February 20, 2017 – News Piece
- City Council Work Session – February 21, 2017 – Presentation on all proposed changes
- KIXZ News Talk 940 AM – February 23, 2017 – Talk Show Segment
- Public Meeting at North Branch Library – March 6, 2017
- Public Meeting at Downtown Library – March 7, 2017

Staff Recommendation

Recommend approval of the proposed Ordinance amendments.

ORDINANCE NO. 76520

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 8-2, PROVIDING FOR THE DEFINITION OF A ROOSTER; AMENDING TRAP DEPOSIT FEE; PROVIDING FOR A CURRENT RABIES TAG; PROVIDING FOR STERILIZATION AND APPEAL BOND CONCERNING DANGEROUS ANIMALS; PROVIDING FOR CONFIDENTIALITY OF PERSONAL IDENTIFYING INFORMATION; ADDING BEASTIALITY AS A CRIMINAL OFFENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Chapter 8-2 of the Amarillo Municipal Code provides for and prescribes local requirements for custody and control of animals found within the City Limits; and

WHEREAS, the City Council finds that procedures are necessary for the management, welfare and disposition of animals found within the City Limits upon a violation of the prescribed requirements, in order to promote public health, safety, welfare, and protection of property;

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

SECTION 1. The Amarillo Municipal Code, Chapter 8-2, Article I, Section 8-2-1 be and hereby is AMENDED to now read as follows:

Sec. 8-2-1. - Definitions.

* * *

Rooster: a male domestic fowl or cock.

* * *

SECTION 2. The Amarillo Municipal Code, Chapter 8-2, Article I, Section 8-2-4 be and hereby is amended to now read as follows:

Sec. 8-2-4. - Fees.

[(a)-(b)] TEXT UNCHANGED

[(c)(1)-(6)] TEXT UNCHANGED

(7) Small Animal trap, deposit
(refundable upon timely return) \$50.00-\$90.00.

[(8)] TEXT UNCHANGED

Formatted: Font: (Default) Arial

SECTION 3. The Amarillo Municipal Code, Chapter 8-2, Article I, Section 8-2-9 be and hereby is amended to now read as follows:

Sec. 8-2-9. - Vaccination tag.

Upon complying with the vaccination provisions of this chapter, there shall be issued to the Owner a numbered metallic tag stamped with the number and expiration year. Dogs and cats shall at all times wear the current rabies vaccination tag issued to that Animal. The Owner or person in possession of a Miniature pig may not keep such Animal within the City of Amarillo without being able to provide proof of vaccination required by this chapter.

SECTION 4. The Amarillo Municipal Code, Chapter 8-2, Article I, Section 8-2-10 be and hereby is amended to now read as follows:

Sec. 8-2-10. - Dangerous Animals.

[(a)(1) –(2)] TEXT UNCHANGED

(3) Have the Animal sterilized by a licensed veterinarian clinic located in

Randall or Potter County as approved by the Director or designee of

Animal Management & Welfare.

[(a)(4) –(11)] TEXT UNCHANGED

[(b) – (e)] TEXT UNCHANGED

[(f)(1)-(3)] TEXT UNCHANGED

(4) An appeal bond must be posted representing sixty (60) days of boarding costs at current set boarding rates.

[(f)-(i)] TEXT UNCHANGED

SECTION 5. The Amarillo Municipal Code, Chapter 8-2, Article III, Section 8-2-55 be and hereby is amended to now read as follows:

Sec. 8-2-55. – Disposition of unclaimed or unredeemed Animals.

[(a) (1) –(2)] – ~~TEXT UNCHANGED~~ After any impounded Animal that has become the property of the City pursuant ~~to Section 8-2-15 and has remained unclaimed or unredeemed, the department shall have the following powers:~~

~~(1) Authority to transfer ownership. The Animal Management & Welfare Department may transfer ownership of any impounded Animal that is unclaimed or unredeemed. In the event of such transfer of ownership, the person or agency to whom ownership is transferred shall pay for such Animal's food and care while in the Animal shelter and shall comply with the applicable vaccination and implanted microchip provisions.~~

~~(2) Right to destroy. The Animal Management & Welfare Department may humanely destroy any impounded Animal that is unclaimed or unredeemed.~~

(3) Transfer to Humane Society. The Animal Management & Welfare Department may transfer any impounded Animal that is unclaimed and unredeemed to the Amarillo Panhandle Humane Society for the purposes of temporary foster care or adoption. In the event of transfer of ownership for purposes of adoption, the Amarillo Panhandle Humane Society shall pay to the Animal Management & Welfare Department the required fees set forth in this chapter. Except as otherwise required by law, personal identifying information of a person whom adopts or fosters an animal or a rescue organization that takes custody of an animal shall remain confidential.

Formatted: content1, Indent: Left: 0", Right: 0"

(b) TEXT UNCHANGED.

SECTION 6. The Amarillo Municipal Code, Chapter 8-2, Article III, Section 8-2-58 be and hereby is AMENDED to now read as follows:

Sec. 8-2-58. – Bestiality

(1). For the purposes of this section , the following terms shall have the following means:

(a.) Sexual conduct. Any touching or fondling by a person of the sex organs or anus of an animal or any transfer or transmission of semen by the person upon any part of the animal for the purpose of sexual gratification or arousal of the person.

(b) Sexual contact. Any contact, however slight, between the mouth, sex organ, or anus of a person and the sex organ or anus of an animal, any penetration, however slight, of any part of the body of the person into the sex organ or anus of an animal, or any penetration of the sex organ or anus of the person into the mouth of the animal for the purpose of sexual gratification or sexual arousal of the person.

(2). A person commits the crime of bestiality if he or she:

(a) Knowingly engages in or submits to any sexual conduct or sexual contact with an animal.

(b) Knowingly causes, aids, or abets another in engaging in any sexual conduct or sexual contact with an animal.

(c) Knowingly permits any sexual conduct or sexual contact with an animal upon premises under his or her control.

(d) Knowingly organizes, promotes, conducts, advertises, aids, abets, observes, or performs any service furthering an act involving sexual conduct or sexual contact with an animal for a commercial or recreational purpose.

(e) Knowingly permits or engages in any insertion or penetration of a foreign object into any organs or anus of an animal for the purpose of sexual arousal or gratification.

(3). Penalty. It is an offense to violate any provision or requirement of this section punishable upon conviction pursuant to 1-1-5 of this Code of Ordinances. This municipal criminal penalty is cumulative and not exclusive of any civil action or penal charge available under state law or other remedies provided by law or equity.

(4). This article shall not apply to accepted animal husbandry practices, conformation judging practices, or accepted veterinary medicine practices.

(5). If convicted the defendant shall be ordered to reimburse Amarillo Animal Management and Welfare for any reasonable costs incurred for the care and maintenance of any animals taken to the animal shelter as a result of conduct proscribed in subsection (2). This includes but is not limited to: kennel fees, vaccination fees, veterinary bills and diagnostic testing fees.

Secs. 8-2-59-8-2-70. – Reserved

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. Continuation. That nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, 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 and such prior law is continued in effect for purposes of such pending matter.

SECTION 9. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this code of ordinances.

SECTION 10. 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 _____ day of _____, 2017; and PASSED on Second and Final Reading the _____ day of _____, 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM

William M. McKamie, City Attorney

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	March 7, 2017	Council Priority	Community Appearance
--------------	---------------	------------------	----------------------

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

Agenda Caption

Vicinity: NW 14th Avenue & N Harrison Street

Rezoning of Lots 7 & 8, Block 5, Amarillo Heights Unit No. 1, in Section 168, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Manufactured Home (MH) to Multiple Family 1 (MF-1).

Agenda Item Summary

This tract of land is currently zoned Manufactured Home District (MH), and the area dates back to 12/21/1925 when it was annexation number 4 (Ordinance 454).

Staff's analysis of zoning changes 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 adopted Neighborhood Unit Concept (NUC) of development - whereby non-residential land uses are encouraged at section-line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers the principles and recommendations laid out within the Comprehensive Plan, as well as existing zoning and development patterns in the area. Lastly, in this case, staff considers compliance with the recently-adopted North Heights Neighborhood Plan.

- Consistency with the Future Land Use and Character (FLUC) map: This zoning request is consistent with the FLUC (Future Land Use & Character) map that was established in 2010. The requested MF-1 zoning does encompass uses consistent with the "General Residential" land use category; that is, residential uses with a mix of housing types and varying densities.
- Consistency with the Neighborhood Unit Concept (NUC): These residential lots located close to the center of the section map label N-10.
- Consistency with the Comprehensive Plan's principles & recommendations: Continued attention to housing affordability, especially for first-time homebuyers and the ongoing need for neighborhood reinvestment and revitalization in north/northeast Amarillo (Comprehensive Plan 6.4).
- Consistency with existing zoning & development patterns: When performing a site visit, staff noticed residential uses in all directions around the vacant two lots. Specifically, single-family homes across the street from the properties for consideration are present, with manufactured homes (single-wides) nearby. There also happen to be many duplexes to the north of these properties located one street north along NW 15th Avenue (zoned R-3). This requested zoning would be a logical continuation of this land use, which is already established in this area. This area was originally platted in May

Amarillo City Council

Agenda Transmittal Memo



1903 with a clear residential intent, including an alley and many 50x140' lots.

- Consistency with the North Heights Neighborhood Plan: This rezoning is also consistent with the strategies implemented by the approved North Heights Neighborhood Plan, adopted on 1/10/2017, which supports the creation of high quality, well maintained, mixed income housing that accommodates families and individuals. This proposal also supports redevelopment of vacant and unused properties, as the plan calls for. It is also consistent in the context of the "land use guiding principles" adopted as part of the North Heights Neighborhood Plan. These principles focus on the health, stability, and functionality of the North Heights neighborhood area while ensuring consistency in decision making. Specifically, the following principles support this application:
- Determine that the decision will not create an arbitrary development pattern.
- Plan for an adequate and diverse supply of housing for all income levels.
- Ensure consistency of land use decisions on similar properties.
- Promote redevelopment and infill that meets community needs and is complimentary to the neighborhood.

In summary, the application is consistent with the FLUC map, the Comprehensive Plan, the zoning & development patterns of the area, and the North Heights Neighborhood Plan, justifying a recommendation of approval.

Requested Action

The applicant is requesting the zoning of 0.32 acres tract of land, previously zoned Manufactured Home District (MH), to change to Multiple Family District 1 (MF-1), in order to build residential duplexes.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 16 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request, either in favor of or in opposition to the request.

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

City Manager Recommendation

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

ORDINANCE NO. 71657

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 NORTHWEST 14TH AVENUE AND NORTH HARRISON STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of Lots 7 & 8, Block 5, Amarillo Heights Unit No. 1, in Section 168, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Manufactured Home (MH) to Multiple Family 1 (MF-1).

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

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

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

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

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Looking east from North Harrison Street at the 2 properties for consideration.



Looking north up North Harrison Street from the subject properties.



Looking west from North Harrison Street across from the subject properties.



Looking south down North Harrison Street from the subject properties.



Looking south down North Harrison Street from the subject properties.



Looking east down NW 14th Avenue from the subject properties.

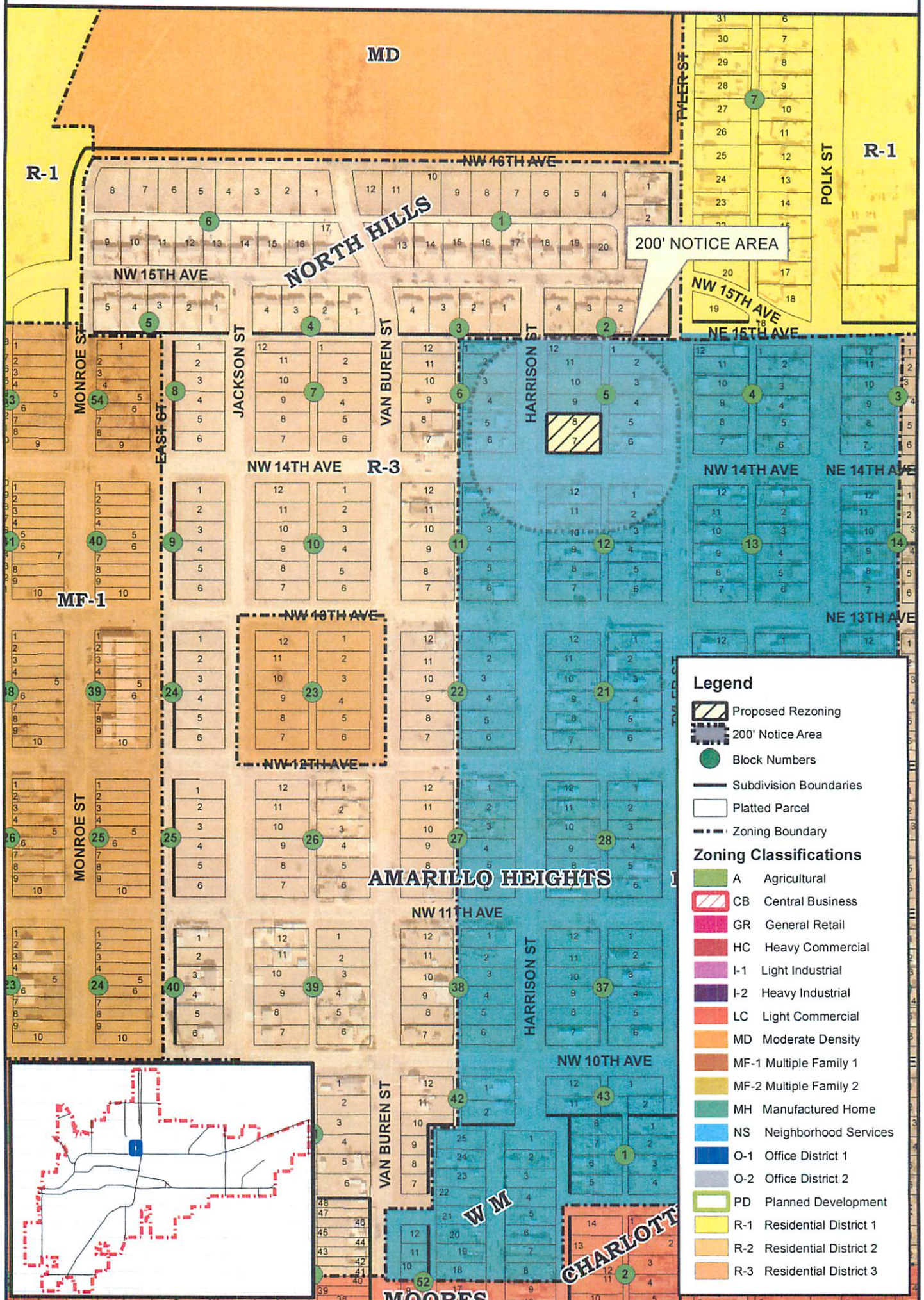


Looking northeast from the intersection of NW 14th Avenue and North Harrison St. at the 2 properties.



Looking east down NW 14th Avenue across from the 2 subject properties for consideration.

CASE Z-17-07 REZONING FROM MANUFACTURED HOME (MH) TO MULTIPLE FAMILY 1 (MF-1)



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1" = 400'
Date: 2-15-17



Rezoning of Lots 7 & 8, Block 5, Amarillo Heights Unit No. 1, in Section 168, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Manufactured Home (MH) to Multiple Family 1 (MF-1).

Applicant: Madeleine Frume

Vicinity: NW 14th Ave & N Harrison St

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	March 7, 2017	Council Priority	Best Practices
--------------	---------------	------------------	----------------

Department	Legal
------------	-------

Agenda Caption

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, TITLE II, SECTION 2-2-1, TO REFLECT CURRENT PRACTICE AND TO AMEND LEGAL REFERENCES; AMENDING THE MUNICIPAL CODE OF ORDINANCES TO REPLACE ALL REFERENCES TO THE CITY COMMISSION TO THE CITY COUNCIL IN ACCORDANCE WITH THE CITY CHARTER, AS AMENDED NOVEMBER 5, 2013; PROVIDING FOR CONTINUATION OF PRIOR LAW; SEVERABILITY; REPEALER; PROVIDING AN EFFECTIVE DATE.

Agenda Item Summary

This is the first reading of an Ordinance amending the Code of Ordinances in two respects. (1) Section 2-2-1 is amended to remove reference to the beginning time of Regular Meetings of the City Council, to reflect current practice of the Council to adjust meeting time to best serve the public. (2) References throughout the Code of Ordinances that retain "City Commission" are changed to "City Council" in accordance with the City Charter, as amended November 5, 2013. Second Reading of the Ordinance is scheduled for March 14, 2017.

Requested Action

Approve the Ordinance on First Reading.

Funding Summary

N/A

Community Engagement Summary

N/A

City Manager Recommendation

The City Manager and Staff recommend approval of these housekeeping changes to the Amarillo Code of Ordinances.

ORDINANCE NO. 7658

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, TITLE II, SECTION 2-2-1, TO REFLECT CURRENT PRACTICE AND TO AMEND LEGAL REFERENCES; AMENDING THE MUNICIPAL CODE OF ORDINANCES TO REPLACE ALL REFERENCES TO THE CITY COMMISSION TO THE CITY COUNCIL IN ACCORDANCE WITH THE CITY CHARTER, AS AMENDED NOVEMBER 5, 2013; PROVIDING FOR CONTINUATION OF PRIOR LAW; SEVERABILITY; REPEALER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain provisions in Title II of the Municipal Code of Ordinances do not reflect current practices and are in need of updating; and,

WHEREAS, references to City Commission instead of City Council remain in the Municipal Code of Ordinances and should be changed to reflect the City Charter, as amended November 5, 2013.

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

SECTION 1. The Amarillo Municipal Code, Title II, Section 2-2-1 be and hereby is amended to read as follows:

* * *

Sec. 2-2-1 – Regular and Special Meetings

(a) The City Council shall hold regular meetings on Tuesday of each week at the regular meeting place of the City Council, unless otherwise determined by the City Council.

* * *

(e) Proceedings of the City Council shall be governed by and conducted according to the latest edition of Robert's Rules of Order, as modified by the City Council, unless in conflict with this Section or with applicable state law.

* * *

(g) All meetings of the City Council shall be held in compliance with the Texas Open Meetings Act, as now or hereafter amended.

* * *

SECTION 2. The Amarillo Municipal Code be and hereby is amended to change all references to “City Commission” to “City Council” in accordance with the City Charter, as amended November 5, 2013.

SECTION 3. 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 4. 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 5. Continuation. That nothing in this ordinance (or any code adopted herein) shall be construed to affect any suit or proceeding pending in any court, 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 and such prior law is continued in effect for purposes of such pending matter.

SECTION 6. Effective Date. This ordinance shall become effective immediately upon its passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 7th day of March, 2017; and **PASSED** on Second and Final Reading the 14th day of March, 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



5

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	March 7, 2017	Council Priority	Infrastructure Initiative
--------------	---------------	------------------	---------------------------

Department	Capital Projects and Development Engineering
------------	--

Agenda Caption

Approval – TxDOT Resolution Exhibit "A" for the Agreement to Contribute Right of Way Funds (Fixed Price) Project# 411171: TxDOT ROW participation from FM 2590 to SW 9th Avenue

Total ROW & Utility Costs Estimate \$3,672,680.00

Local Participation 10% = \$367,268.00

Agenda Item Summary

City staff is recommending approval of the Resolution Exhibit "A" for the TxDOT Agreement to Contribute Right of Way Funds, which is the initial agreement for the City's participation in the Right-of-Way procurement and reimbursable utility relocations for the project, typically private utilities such as gas, electric, communications etc. City utilities that exist prior to the procurement of the right of way may be eligible for reimbursement from TxDOT on the project. Any City utilities that are located in existing TxDOT Right of Way under applicable TxDOT permit must be moved at City expense.

In the future, any relocation of City utilities will be a separate agreement with TxDOT when TxDOT develops the final construction plans. The reimbursement ratio back to the City for relocation of utilities will be determined when those agreements are negotiated for the City and the utilities are moved. The City is aware of existing water transmission lines and City wells that maybe impacted depending on final location of the Right of Way. We anticipate all of these to be reimbursable from TxDOT.

Requested Action

Consider and approval of the Resolution Exhibit "A" for TxDOT Agreement.

Funding Summary

Job # 411171 funding for this project was approved in the Proposition 1.

Community Engagement Summary

TxDOT will hold the Public Meetings

Staff Recommendation

City Staff is recommending approval of this Resolution.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO MAKE IMPROVEMENTS AND ACQUIRE RIGHT OF WAY AND ADJUST UTILITIES FOR A PROJECT ON HIGHWAY NO. SL 335 FROM FM 2590 TO POTTER COUNTY LINE; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TXDOT) has deemed it necessary to make certain highway improvements on Highway No. SL 335 from FM 2590 to the Potter County Line, which will require the acquisition of certain necessary right of way and the adjustment of utilities; and

WHEREAS, the City of Amarillo has requested that TXDOT assume responsibility for the acquisition of the needed right of way and for the relocation of the utilities in consideration of the City of Amarillo's contribution of ten percent of specified costs per the Agreement;

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

SECTION 1. That the City Council now approves and authorizes the City Manager to execute on behalf of the City of Amarillo an Agreement to Contribute Right of Way Funds – Specified Percentage with the Texas Department of Transportation for the highway improvements to be made on Highway No. SL 335 from FM 2590 to the Potter County Line, in accordance with the presentation and favorable vote taken by the City Council in its regular meeting on February 14, 2017.

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

SECTION 3. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 4. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 7th day of March, 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney