

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, DECEMBER 5, 2017 AT 3:00 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) Policy Governance Leadership discussions with Bob Schroeder;
 - (3) Discuss Commercial Aviation Minimum Standards;
 - (4) Presentation of Civic Center Energy Cost Savings Initiatives;
 - (5) Discuss 2018 City Initiatives; and
 - (6) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters.
- (1) Section 551.074 - Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act.
 - (a) Discuss Presiding Municipal Court Judge Applicants.
 - (2) Sec. 551.071 - Consult with 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.
 - (a) Discussion regarding status of negotiations – MPEV construction contract, and related matters.

REGULAR MEETING ITEMS

INVOCATION: Kevin Deckard, Polk Street United Methodist Church

PLEDGE OF ALLEGIANCE: Cub Scouts Pack No. 3

PROCLAMATION: "The Wall That Heals"

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 November 28, 2017.
- B. **ORDINANCE NO. 7690:**
(Contact: Andrew Freeman, Economic Development Manager)
This is second and final reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 9 for commercial and industrial tax abatement.
- C. **ORDINANCE NO. 7691 – AMENDING CHAPTER 2-6, BOARDS AND COMMISSIONS:**
(Contact: Mick McKamie, City Attorney)
This is the second and final reading of an ordinance amending Chapter 2-6 of the Amarillo Municipal Code, Section 2-6-6 for the purpose of aligning appointments to all city boards and commissions whose membership is appointed by the City Council, Mayor or City Manager to be made in November each year and term commencing in January and upon the qualification of the member.
- D. **CONSIDERATION -- RECENTLY COMPLETED COMMERCIAL AVIATION MINIMUM STANDARDS:**
(Contact: Michael W. Conner, Director of Aviation)
In concert with RS&H and Aviation Management Consulting Group (AMCG), the Rick Husband Amarillo International Airport has drafted an updated set of Commercial Aviation Minimum Standards for adoption. These standards would replace the 1993 standards currently in place. The proposed standards account for existing industry trends and comply with current regulatory standards established by the Federal Aviation Administration (FAA).
- E. **APPROVAL – INTERLOCAL AGREEMENT BETWEEN AMARILLO POLICE DEPARTMENT AND CANYON INDEPENDENT SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS:**
(Contact: Col. Ken Funtek, Amarillo Police Department)
This item approves an interlocal agreement for the Amarillo Police Department to supply two (2) police officers during the school year assigned by mutual agreement. The purpose of the Agreement is to ensure the safety and welfare of CISD of students and personnel. This agreement is a one-year agreement which automatically renews for additional one-year periods through July 31, 2027.
- F. **CONSIDER – GRANTING OF A DRAINAGE EASEMENT ADJACENT TO QUAIL CREEK UNIT #1 ON CITY PROPERTY:**
(Contact: Floyd Hartman, CP&D Engineering)
Consider granting of a Drainage Easement on City of Amarillo Property to the West of Lot 6, Block 1, Quail Creek Addition Unit #1. This is a drainage easement across City property that lies southwest of the development. Currently the drainage from the existing lot sheet drains across the City property due to the natural topography. The development of the lot requires drainage improvement be installed. In order to install the improvements an easement is required to insure maintenance of the City property by the developed lot owners.
- G. **CONSIDER – TUBERCULOSIS FEDERAL GRANT:**
(Contact: Casie Stoughton, Director of Public Health)
Grant Amount: \$53,123
Grantor: Texas Department of State Health Services
This item accepts the award from the Texas Department of State Health Services from January 1, 2018 thru December 31, 2018 to continue funding to prevent and control the transmission of active and latent tuberculosis.

H. **TELECOMMUNICATIONS SERVICE:**

(Contact: Rich Gagnon, IT Director)

Suddenlink -- \$190,965.15

Under the terms of this agreement Suddenlink will provide fiber, broadband, TV and phone service across seven locations for a term of 36-months.

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

(Contact: AJ Fawver, Planning and Zoning Director)

Aviation Clear Zone Easement, being 4,850 feet above mean sea level above the plat of Tradewind Square Unit No. 3, an addition to the City of Amarillo, being an unplatted tract of land in Section 173, Block 2, AB&M Survey, Randall County, Texas.

J. **CONSIDER AWARD – CHANGE ORDER NO. 3 IN THE AMOUNT OF \$74,696.23 FOR THE LANDFILL GAS COLLECTION AND CONTROL SYSTEM – PHASE I:**

(Contact: Alan Harder, P.E.)

Original Contract: \$3,993,577.00

Previous Change Orders: \$19,293.54

Current Change Order: \$74,696.23

Revised Contract Total: \$4,087,566.77

This item is to consider approval of Change Order No. 3 which provides the placement of fill soil along the landfill access road with a drainage culvert for stormwater runoff, construction of an enclosure for the blower/flare station air compressor, adjustments to gas wells and horizontal risers, repair of gas wells damaged by landfill operations, excavation of rock, electrical conduit, reimbursement for Contractor time to reroute collection piping, repair of the landfill base liner, and adds ten weather days to the contract time.

REGULAR AGENDA

2. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7698:**

(Contact: Andrew Freeman, Economic Development Manager)

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

3. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7699:**

(Contact: Rod Tweet, Parks Director and Kevin Starbuck, Assist. City Manager)

This is the first reading of an ordinance amending Section 2-6-44, Article IV, Parks and Recreation Board, Chapter 2-6, Boards and Commission to expand the board from five (5) members to eleven (11) members.

4. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7700:**

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

5. **RESOLUTION – VACATING A SANITARY SEWER EASEMENT:**

(Contact: AJ Fawver, Planning and Zoning Director)

Consideration and possible action on a resolution approving the vacation of a blanket sewer easement occupying Lots 7A and 7B, Henry Reed's Subdivision Unit No. 10, and the remainder of Tract 7, Henry Reed's Subdivision Unit No. 1, and established by document Volume 450, Page 277 and Volume 450, Page 278 filed with the County of Potter, Texas. This vacation was reviewed and recommended for approval by a 6:0 vote from the Planning and Zoning Commission. (Vicinity: West Cliffside Drive and Highway 287.)

6. **RESOLUTION – EXTENDING THE ENVIRONMENTAL TASK FORCE COMMITTEE:**

(Contact: Raymond Lee, Public Works Director)

This item considers extending the Environmental Task Force Committee which was established by Resolution No. 06-20-17-2. It was charged with researching and evaluating recycling operations for the community and to identify a potential list of other environmental concerns that may be similarly researched and evaluated and brought to the City's attention. The Environmental Task Force is scheduled to sunset January 11, 2018. This resolution reauthorizes the Environmental Task Force.

7. **PRESENTATION AND CONSIDERATION OF 2017 WORLD CHAMPIONSHIP RANCH RODEO EVENT SUPPORT CONTRACT:**

(Contact: Michelle Bonner, Deputy City Manager)

This is a contract with the Working Ranch Cowboys Association (WRCA) agreeing to reimburse WRCA for (i) the cost to acquire facilities for the Event; (ii) the cost of conducting the Event; and/or (iii) the cost of preparations necessary or desirable for the conduct of the Event.

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

Appointments are needed for the annual appointments of the following boards and commissions:

Community Development Advisory Committee
Parks and Recreation Board

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 1st day of December 2017.

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

www.amarillo.gov/granicus

Archived meetings are also available.

A



STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 28th day of November 2017, the Amarillo City Council met at 2:30 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON
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 H. MILLER
MICHELLE BONNER
MICK MCKAMIE
ANDREW FREEMAN
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
ECONOMIC DEVELOPMENT MGR.
CITY SECRETARY

The invocation was given by Carol Smith. Mayor Nelson led the audience in the Pledge of Allegiance.

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

PUBLIC COMMENT:

Dan Ferguson, 3607 Beaver Drive, with Yellow City Outreach spoke on helping the homeless. He stated the 2017 Cold Weather Warming Station would be located at the Guyon Saunders Resource Center, 200 South Tyler Street. He also stated the tiny houses project (309 North Rusk Street) needed a topographical survey and will also need rezoning change in the upcoming future. Lee Jacobsen, 4203 Tulia Drive, spoke on the Solid Waste Collection specifically bulky items. He suggested furniture stores selling furniture should charge a little extra to pick up unwanted items. There were no further comments.

ITEM 1: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approval the consent agenda, seconded by Councilmember 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 held on November 14, 2017.

B. **ORDINANCE NO. 7687:**

(Contact: AJ Fawver, Planning and Zoning Director)

This is the second and final reading to consider providing a variance to distance regulations prohibiting the sale or alcoholic beverages within 300 feet of a public school. The City Council, as the governing board of the City of Amarillo, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, may grant a variance to Section 14-3-5 of the City of Amarillo Municipal Code (enacted pursuant to Section 109.33(a)(1) of the Texas Alcoholic Beverage Code) for off-premise consumption at the following location: Block 1, Westhaven Park, Unit 1, Section 227, Block 2, AB&M Survey, Randall County, Texas.

- C. **ORDINANCE NO. 7688:**
 (Contact: David Lehfeldt and Jonathan Lofton)
 This is the second and final reading of an ordinance amending Article IV, Chapter 8-3, Section 8-3-82 and Section 8-3-94; Article V, Chapter 8-3, Section 8-3-116 and adding Section 8-3-134; to provide for disposal of tires; providing for regulation of tire businesses.
- D. **ORDINANCE NO. 7689:**
 (Contact: Floyd Hartman, CP&DE Director)
 This is the second and final reading to consider an Ordinance to amend Chapter 4-6, Article I, Section 4-6-3 and Article V, Section 4-6-206 of the Amarillo Municipal Code. This Ordinance is to provide specific requirements for design, collection of fees, procedures for the issuance of permits and penalties for the installation of wireless facilities.
- E. **CONSIDER PURCHASE APPROVAL OF SECURITY SYSTEM VIRTUALIZATION SOFTWARE:**
 (Contact: Michael W. Conner, Director of Aviation)
 Awarded to Carahsoft Technology Corp. -- \$52,134.02
 VMware virtualization software for the Airport's security system servers. This item awards the Airport's security access control system servers and video surveillance system servers are being replaced. This will improve security at the Airport long-term. This software is required to operate the servers.
- F. **CONSIDER PURCHASE APPROVAL OF COMPUTER HARDWARE, SUPPORT, WARRANTIES, DATA STORAGE HARD DRIVES, NETWORKING, AND RELATED HARDWARE AND LICENSES:**
 (Contact: Michael W. Conner, Director of Aviation)
 Awarded to Candoris -- \$169,663.01
 This item awards the computer hardware, support warranties, data storage hard drives, networking, and related hardware and licenses for replacement of security system servers. The Airport's security access control system servers and video surveillance system servers are being replaced.
- G. **CONSIDER PURCHASE APPROVAL OF SECURITY SYSTEM SERVERS, ASSOCIATED NETWORKING, AND RELATED HARDWARE AND SOFTWARE ITEMS:**
 (Contact: Michael W. Conner, Director of Aviation)
 Awarded to Candoris -- \$181,021.87
 This item awards the security servers, networking, and related hardware and software support items. The Airport's security access control system servers and video surveillance system servers are being replaced. This will improve the security at the Airport long-term.
- H. **PURCHASE – 3-YARD SOLID WASTE DUMPSTERS WITH EXTRA LIDS:**
 Award by competitive bid:
- | | |
|-----------------------------|--------------|
| Line #1 – 3-yard Dumpsters | \$184,000.00 |
| Line #2 – 25 extra lid sets | \$3,475.00 |
| Total Award | \$187,475.00 |
- This item is the scheduled replacement of solid waste dumpers that have reached or exceeded their useable life. This award will be used by the City of Amarillo Solid Waste Division for daily operational requirements.

REGULAR AGENDA

ITEM 2: Mayor Nelson presented the first reading of an ordinance amending Chapter 2-6 of the Amarillo Municipal Code, Section 2-6-6 for the purpose of aligning appointments to all city boards and commissions whose membership is appointed by the City Council, Mayor or City Manager to be appointed in November of each year with terms of service to commence in January. Motion was made by Councilmember Sauer, seconded by Councilmember Hays, that the following captioned ordinance be passed:

ORDINANCE NO. 7691

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS AMENDING ARTICLE I, CHAPTER 2-6, BOARDS AND COMMISSIONS, OF THE AMARILLO MUNICIPAL CODE AS FOLLOWS: APPOINTMENTS TO ALL CITY BOARDS AND COMMISSIONS WHOSE MEMBERSHIP IS APPOINTED BY THE CITY COUNCIL, MAYOR OR CITY MANAGER TO NOVEMBER OF EACH YEAR WITH TERMS OF SERVICE TO COMMENCE JANUARY 1 UNLESS OTHERWISE PROVIDED IN OTHER LAW; INCLUDING TRANSITIONAL AND PROCEDURAL PROVISIONS; INCLUDING A REPEALER; AND DECLARING 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 stated there were several appointments needed for boards and commissions.

Motion was made by Councilmember Smith to reappoint Ralph Pedigo to the Airport Advisory Board, seconded by Councilmember Powell.

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

Motion was made by Councilmember Powell to reappoint Rakhshanda Rahman and Dean Frigo to the Amarillo Hospital District Board of Directors, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Powell to appoint Dusty Clayton to the Amarillo Hospital District Board of Directors, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Smith to appoint Paul Matney to the Amarillo Local Government Corporation, second by Councilmember Powell.

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

Motion by Councilmember Hays to appoint Michael Haning to the Amarillo Local Government Corporation, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Sauer to table the Board of Review – Landmarks & Historic District appointments, seconded by Councilmember Powell.

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

Motion was made by Councilmember Smith to reappoint Lenny Sadler to the Canadian River Municipal Water Authority, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Powell to reappoint Matt Brister and Tracy Byars to the Colonies Public Improvement District, 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.

Motion was made by Councilmember Smith, to table the board appointments to the Community Development Advisory Committee until next week, seconded by Councilmember Sauer. Mr. Miller stated he would provide a map with the location of the applicants.

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

Motion was made by Councilmember Sauer to reappoint Elaine Hays, Phil Woodall, Daphne Adkins, Bobby Lee, Sherman Bass, Ex-Officio to the Convention & Visitor Council, 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.

Motion was made by Councilmember Powell to appoint Coco Duckworth to the Convention & Visitor Council, seconded by Councilmember Hays.

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

Motion was made by Councilmember Smith to appoint Jody Reynolds to the Convention & Visitor Council, seconded by Councilmember Powell.

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

Motion was made by Councilmember Powell to appoint John Attebury to the East Gateway Tax Increment Reinvestment Zone #2, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Sauer to appoint Howard Smith to the Environmental Task Force, seconded by Councilmember Powell.

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

Motion was made by Councilmember Smith to reappoint Charlie Graham, Tom Johnson, Mindy Odom, Cole Camp, John Kiehl and David Lefheldt to the Environmental Task Force, seconded by Councilmember Powell.

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

Motion was made by Councilmember Sauer to appoint Colin Cummings to the Environmental Task Force, 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.

Motion was made by Councilmember Powell to reappoint Page Butler and Don Carthel contingent upon residency to the Greenways Public Improvement District, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Powell to reappoint Perry Williams, Seth Williams and Noah Williams to the Heritage Hills Public Improvement District, 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.

Motion was made to table the Park and Recreation Board appointments until next week by Councilmember Powell, seconded by Councilmember Hays.

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

Motion was made by Councilmember Smith to reappoint Rob Parker to the Planning and Zoning Commission, seconded by Councilmember Sauer

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

Motion was made by Councilmember Sauer to appoint Royce Gooch to replace Dean Bedwell on the Planning and Zoning Commission, 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.

Motion was made by Councilmember Sauer to reappoint Bowden Jones to the Planning and Zoning Commission, seconded by Councilmember Powell

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

Motion was made by Councilmember Hays to appoint Joshua Raef to replace Mike Good on the Planning and Zoning Commission, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Powell to reappoint Dick Fausset to the Point West Public Improvement District Advisory Board, seconded by Councilmember Hays.

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

Motion was made by Councilmember Smith to reappoint Charlie Graham to the Traffic Advisory Board, seconded by Councilmember Powell.

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.

Motion was made by Councilmember Sauer to appoint Jimmy Muncy to the Traffic Advisory Board, seconded by Councilmember Hays.

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

Motion was made by Councilmember Powell to reappoint, Ryan Brewster, Matthew Tavern, Claudia Stuart and Larry Mills to the Zoning Board of Adjustment, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Powell to appoint Alpesh Patel to the Zoning Board of Adjustment, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Smith to reappoint Richard Wagner to the Advisory Committee for People with Disabilities, seconded by Councilmember Hays.

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

Motion was made by Councilmember Hays to appoint Vick Line to the Advisory Committee for People with Disabilities, seconded by Councilmember Powell.

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

Motion was made by Councilmember Sauer to replace Tom Bivins with Cecil Lloyd Brown on the Amarillo Economic Development Corporation, seconded by Councilmember Hays.

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

Motion was made by Councilmember Powell to appoint Austin Sharp to the Center City Tax Increment Reinvestment Zone #1 Board of Directors, 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.

Motion was made by Councilmember Powell to replace Gary Hans with Frank Wilburn on the Condemnation Appeals Commission, 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.

Motion was made by Councilmember Hays to replace Gary Hans with Frank Wilburn on the Construction Advisory & Appeals Board, seconded by Councilmember Powell.

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

Motion was made by Councilmember Hays to appoint Smith Ellis to the Council Audit Committee, seconded by Councilmember Powell.

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

Motion made by Councilmember Powell to reappoint Jared Miller, Michelle Bonner, Elaine Hays, and Eddy Sauer to the Council Audit Committee, seconded by Councilmember Smith

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

Item taken out of order:

ITEM 4: Mayor Nelson presented the first reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 9 for commercial and industrial tax abatement. This item was presented by Andrew Freeman, Economic Development Manager. Mayor Nelson opened the public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7690

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS CITY COMMISSION: DESIGNATING CERTAIN AREAS AS REINVESTMENT ZONE NO. 9 FOR COMMERCIAL / INDUSTRIAL TAX ABATEMENT, CITY OF AMARILLO, TEXAS, PURSUANT TO TEXAS TAX CODE,

CHAPTER 312, SUBCHAPTERS A & B, ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; PROVIDING A SEVERANCE 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 5: Mr. Miller presented the Council Pillars originally designed through a consultant and they were presented during the Mayor's State of City Address. These pillars state the goals and priorities to guide the city. Mayor Nelson stated, "success looks like a long walk in the same direction." She further stated Fiscal Responsibility and Public Safety have also been added to the list of Pillars. Mr. Miller stated several things have been initiated such as social media utilization and the City's new website. He further stated he would ask staff for more specifics and come back to the Council for further discussion. Mayor Nelson stressed that this was the beginning point and the need to begin organizing and prioritizing the items. Motion was made by Councilmember Powell to adopt the nine pillars as a vision for the City, 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.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

DRAFT



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	December 5, 2017	Council Priority	Economic Development
Department	City Manager		
Contact	Andrew Freeman, Economic Development Manager		

Agenda Caption

PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7690

(Contact: Andrew Freeman, Economic Development Manager)

This is a second and final reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 9 for commercial and industrial tax abatement.

Vicinity: Approximately 511.81 acres in the vicinity of Airport Boulevard and Pullman Road, North of Interstate 40.

Agenda Item Summary

Designating a reinvestment zone is a step in the property tax abatement process under Chapter 312 of the Tax Code. Local governments often use tax abatements to attract new industry and commercial enterprises and to encourage the retention and development of existing businesses. By designating an area prior to considering future tax abatement requests, this helps the land to be more marketable for recruitment purposes.

Portions of this land is included in Reinvestment Zone No. 8, which expires November 2017. Instead of requesting a new 5 year renewal, a new zone No. 9 is being proposed. This is due to a change in the land make-up and ownership. Zone No. 8 was 543.08 acres and proposed No. 9 is 511.81 acres. Before a new zone may be considered by Council, it must be preceded by a public hearing, with 7 days written notice of the hearing provided to the presiding officer of each of the other taxing entities with jurisdiction in the zone, and notice of the hearing in a newspaper of general circulation in the city.

Council must make findings that the improvements sought in the zone are feasible and practical and would be a benefit to the zone after expiration of a tax abatement agreement. Zones must also meet one of the applicable criteria for reinvestment zones. For the case of this zone, the criteria met is that with designation of the zone it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.

Requested Action

Conduct a public hearing and first reading of the Ordinance on November 28, 2017. The final reading is scheduled for December 5, 2017.

Funding Summary

N/A

Community Engagement Summary

Public Hearing to be held November 28, 2017.

Staff Recommendation

City staff is recommending approval of the Ordinance.



801 S. Fillmore, Suite 205
Amarillo, Texas 79101
Office 806.379.6411
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October 16, 2017

Mr. Jared Miller
City Manager
City of Amarillo
509 SE Seventh Ave, 303
Amarillo, TX 79101

Re: Reinvestment Zone #9 – Designation

Mr. Miller:

Please accept this letter as request and support for the establishment of Reinvestment Zone #9 to include Amarillo Economic Development Corporation-owned property adjacent to Rick Husband Amarillo International Airport.

This reinvestment zone shall replace Reinvestment Zone #8, which was adopted in 2012. Since the establishment of Reinvestment Zone #8, the Amarillo Economic Development Corporation has both acquired and disposed of property adjacent to Rick Husband Amarillo International Airport. Therefore, the prescribed boundaries of Reinvestment Zone #8 have been altered. After discussions with Mr. Andrew Freeman, Economic Development Director, City of Amarillo, an agreement was made to allow Reinvestment Zone #8 to lapse and simply create a new Reinvestment Zone #9. In doing so, all tax abatement agreements remain unaffected per Texas Tax Code 312.

A map of proposed Reinvestment Zone #9 is enclosed with this letter along with the legal descriptions for each tract to be included.

Thank you for the consideration in this matter. Please contact me should you require additional information.

Sincerely,

Barry Albrecht
President & CEO

Enc.

ORDINANCE NO. 71.90

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS CITY COMMISSION: DESIGNATING CERTAIN AREAS AS REINVESTMENT ZONE NO. 9 FOR COMMERCIAL / INDUSTRIAL TAX ABATEMENT, CITY OF AMARILLO, TEXAS, PURSUANT TO TEXAS TAX CODE, CHAPTER 312, SUBCHAPTERS A & B, ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; PROVIDING A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Amarillo, Texas ("City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone for commercial/industrial tax abatement, as authorized by Texas Tax Code Chapter 312, Subchapters A & B;

WHEREAS, City has elected by Resolution No. 1-19-16-1 to become eligible to participate in tax abatements;

WHEREAS, a public hearing in a regularly scheduled meeting before the City Council was held on November 28, 2017, such date being at least seven (7) days after the date of publication of the notice of such public hearing as required by the Texas Tax Code; and

WHEREAS, notice of the public hearing was delivered to the presiding officer of the governing body of each taxing unit located within the proposed Reinvestment Zone at least seven (7) days before the date of the public hearing; and

WHEREAS, the City at such hearing invited all interested persons, or their counsel, to appear and speak for or against the creation of the proposed Reinvestment Zone, the boundaries of the proposed Reinvestment Zone, and whether all or part of the property described in this ordinance should be included in such proposed Reinvestment Zone; and

WHEREAS, all interested persons were given the opportunity to be heard and the proponents of the Reinvestment Zone offered evidence in favor of the creation of the proposed Reinvestment Zone and the proponents also submitted evidence as to the proposed improvements, and any opponents of the proposed Reinvestment Zone were given the opportunity to contest creation of the proposed Reinvestment Zone; and

WHEREAS, the area to be designated meets the statutory requirement that, it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality, and/or meets other criteria that satisfies state law for establishment of a reinvestment zone;

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

SECTION 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and are adopted as findings of fact by this body and as part of its official record.

SECTION 2. The City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony and evidence presented to it:

- a) That a public hearing on the designation of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing was published as required by law and delivered to all taxing units overlapping the territory inside the proposed reinvestment zones; and
- b) That the boundaries of the area to be known as City of Amarillo Reinvestment Zone No. 9 shall be the area of land described on the document attached hereto as Exhibit "A", which is incorporated herein for all purposes; and
- c) That the creation of the City of Amarillo Reinvestment Zone No. 9 with the boundaries as described in (b) above, will result in benefits to the City and to the land included in the zone and to the City after the expiration of any Tax Abatement Agreement entered into, and the improvements sought are feasible and practical; and
- d) That the Reinvestment Zone as described in (b) above meets the criteria for the creation of a Reinvestment Zone as set forth in Texas Tax Code Chapter 312, Subchapters A & B in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would be a benefit to the property and that would contribute to the economic development of the City; and
- e) That the City of Amarillo Reinvestment Zone No. 9 as defined herein satisfies the requirement of a Reinvestment Zone and is eligible under the Guidelines and Criteria for Tax Abatement in the City of Amarillo, Resolution No. 1-19-16-1.

SECTION 3. That pursuant to Texas Tax Code Chapter 312, Subchapter B, the City hereby creates a Reinvestment Zone for commercial/industrial tax abatement

encompassing the area described by the legal description in Section 2 (b) above and such Reinvestment Zone is hereby designated and shall hereafter be designated City of Amarillo Reinvestment Zone No. 9 for a period of five (5) years.

SECTION 4. If any portion of this ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

SECTION 5. That the establishment of City of Amarillo Reinvestment Zone No. 9 shall take effect on the date of the final passage of this Ordinance.

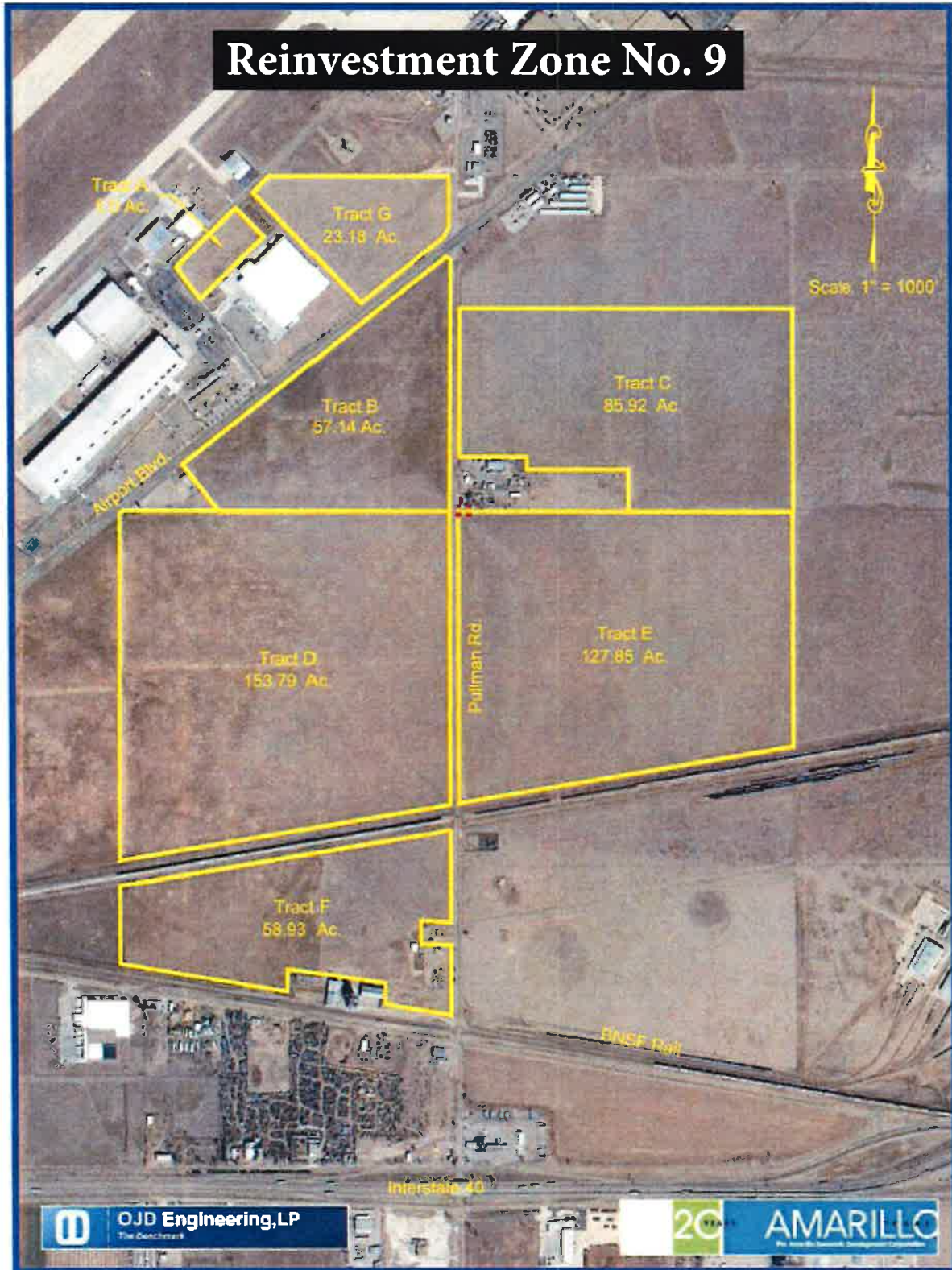
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____ day of November, 2017, and PASSED on Second and Final Reading on this the _____ day of December, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

Exhibit "A"



TRACT A

FIELD NOTES for a 5.00 acre tract of land situated in Section 60, Block 2, A. B. & M. Survey, Potter County, Texas, and more particularly described as follows:

BEGINNING at a Davis Cap found on the easterly right-of-way line of American Drive which bears S. 44° 04' 20" E. a distance of 60.06 feet from a Bolt found at the most easterly corner of Lot 1, Block 1, Airport Park Addition Unit No. 1, an addition to the City of Amarillo, Potter County, Texas as recorded in Volume 1275, Page 101, Deed Records of Potter County, for the most northerly corner of this tract.

THENCE S. 43° 57' 47" E. a distance of 315.49 feet to a RPLS 4664 Cap found for the most easterly corner of this tract.

THENCE S. 46° 05' 26" W. a distance of 706.64 feet to a Davis Cap found for on the northerly right-of-way line of Tiltrotor Drive for the most southerly corner of this tract.

THENCE N. 37° 41' 24" W., along said northerly right-of-way, a distance of 318.04 feet to a 1/2" iron rod with a yellow cap inscribed "RPLS" (such type rod and cap hereafter referred to as an OJD Cap) set at the intersection of said northerly right-of-way line and said easterly right-of-way for the most westerly corner of this tract.

THENCE N. 46° 08' 55" E., along said easterly right-of-way, a distance of 671.89 feet to the place of BEGINNING and containing 5.00 acres of land.

TRACT B

A 57.13 acre tract of land out of Section 60, Block 2, A.B. & M. Survey, Potter County, Texas, and being a portion of a 60.434 acre tract of land as described in Volume 1256, Page 599 of the Deed Records of Potter County, Texas, said 57.13 acre tract of land being described by metes and bounds as follows:

BEGINNING at a ½" rebar with a plastic cap stamped "1478" found at the intersection of the South line of said Section 60 and the West right-of-way line of Pullman Road whence a 2" iron pipe found at the Southeast corner of said Section 60 bears S 89°56'05" E, 101.00 feet;

THENCE N 89°56'05" W - bearings herein are relative to true North as determined from G.P.S. observations - along the South line of said Section 60 for a distance of 1827.09 feet to a ½" X 24" rebar with a plastic cap stamped "DAVIS GEOMATICS" (such type rebar and cap hereafter referred to as a DAVIS CAP) set at the Southeast corner of Klucsevsek Subdivision Unit No. 1 Amended, an addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 1200, Page 827 of the Deed Records of Potter County, Texas whence a ½" channel iron pin found at the intersection of the South line of said Section 60 and the Southeasterly right-of-way line of Spur 468 bears N 89°56'05" W, 760.93 feet;

THENCE N 37°53'19" W along the Northeast line of said Klucsevsek Subdivision for a distance of 467.99 feet to a DAVIS CAP set on the Southeasterly right-of-way line of said Spur 468 (Airport Boulevard) whence a concrete right-of-way monument with a brass cap bears S 52°06'41" W, 2573.29 feet;

THENCE N 52°06'41" E along the Southeasterly right-of-way line of said Spur 468 for a distance of 2655.22 feet to a concrete right-of-way monument with a brass cap found;

THENCE S 63°38'39" E continuing along the Southeasterly right-of-way line of said Spur 468 for a distance of 43.39 feet to a concrete monument found at the intersection of the Southeasterly right-of-way line of said Spur 468 and the West right-of-way line of Pullman Road;

THENCE S 00°34'30" W along the West right-of-way line of said Pullman Road for a distance of 1982.91 feet to the **POINT OF BEGINNING** of this tract of land;

Said tract contains a computed area of 57.13 acres of land as described.

TRACT C

A Tract of land out of Sections 51 and 60, Block 2, A.B. & M. Survey, Potter County, Texas, described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod (Golladay Cap) from whence a 2 inch iron pipe at the Southwest corner of Section 51, Block 2, A. B. & M. Survey, Bears S. 0° 33' 30" W., a distance of 429.02 feet, and S. 89° 56' E., a distance of 31.50 feet, said iron rod being the MOST WESTERLY SOUTHWEST AND BEGINNING CORNER OF THIS TRACT;

THENCE N. 0° 33' 30" E., along the East R.O.W. line of Pullman Road, a distance of 1169.23 feet to a 1/2 inch iron rod, the NORTHWEST CORNER OF THIS TRACT;

THENCE S. 89° 55' 30" E., a distance of 2646.78 feet to a 1/2 inch iron rod, the NORTHEAST CORNER OF THIS TRACT;

THENCE S. 0° 01' W., a distance of 1597.81 feet to a 1 inch iron pipe in the South line of said Section 51, the SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 89° 56' W., along the South line of said Section 51, a distance of 1310.39 feet to a 1/2 inch iron rod (Golladay Cap), the MOST EASTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 0° 03' 10" E., parallel with the West line of said Section 51, a distance of 330.00 feet to a 1/2 inch iron rod (Golladay Cap);

THENCE N. 89° 56' W., parallel with the South line of said Section 51, a distance of 808.75 feet to a 1/2 inch rod (Golladay Cap);

THENCE N. 0° 29' 13" W., a distance of 99.00 feet to a 1/2 inch iron rod (Golladay Cap);

THENCE N. 89° 56' W., parallel with the South line of said Section 51, a distance of 539.71 feet to the BEGINNING CORNER OF THIS TRACT, AND CONTAINING 85.920 acres more or less.

TRACT D

A 153.73 acre tract of land out of Section 59, Block 2, A. B. & M. Survey, Potter County, Texas, being out of that certain tract conveyed to Roy G. Walls and wife, Norine Ruth Walls described in a deed recorded in Volume 332, Page 685 of the Deed Records of Potter County, Texas, said 153.73 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod with a cap (1478), found at the intersection of the North line of said Section 59 with the West right -of -way line of Pullman Road, from which a 2" iron pipe, found at the Northeast corner of said Section 59 bears N 89°59'08" E, 101.0 feet;

THENCE S 00°04'35" E, along the West right -of -way line of said Pullman Road, for a distance of 2332.72 feet to a ½" iron rod with a cap (1478), found at the intersection of the West right -of -way line of Pullman Road with the Northwesterly right -of -way line of the Burlington Northern Railway, the Southeast corner of this tract;

THENCE S 80°14'39" W, along the Northwesterly right -of -way line of said Burlington Northern Railway, for a distance of 2661.46 feet to the Southwest corner of this tract, from which a ½" iron rod with a cap (1478), bears S 80°10' W, 0.3 feet;

THENCE N 00°05'36" E, for a distance of 2761.47 feet to a 3/8" iron rod with a cap marked "RPLS 4664", set in the Southeasterly right -of -way line of Airport Boulevard (Spur Highway 468), the most Westerly, Northwest corner of this tract, from which a ½" iron rod with a cap (1478) bears S 52°10' W, 2.7 feet;

THENCE N 52°10'06" E, along the Southeasterly right -of -way line of said Airport Boulevard, for a distance of 35.18 feet to a 3/8" iron rod with a cap marked "RPLS 4664", set for the intersection of the Southeasterly right -of -way line of said Airport Boulevard with the North line of the aforementioned Section 59, the most Easterly, Northwest corner of this tract, from which a ½" iron rod, found bears S 52°10' W, 4.5 feet;

THENCE N 89°59'08" E, along the North line of said Section 59, for a distance of 2587.57 feet to the POINT OF BEGINNING.

TRACT E

A Tract of Land being out of the Northeast Corner of Section 59, and the Northwest Corner of Section 52, Block 2, A B. & M. Survey, Potter County, Texas, described by metes and bounds as follows:

BEGINNING at a 2 inch Iron Pipe at the Northeast Corner of Section 59, same being the Northwest Corner of Section 52, Block 2, A B. & M. Survey, Potter County, Texas;

THENCE S. 89° 54' 07" E., along the North line of said Section 52, at a distance of 1320.00 feet pass a 1/2 inch Iron Rod (Golladay Cap), at the Most Southerly Southwest Corner of an 85.920 Acre Tract, a total distance of 2630.39 feet to a 1 inch Iron Pipe, the NORTHEAST CORNER OF THIS TRACT;

THENCE S. 0° 02' 53" W., a distance of 1864.46 feet to a 1/2 inch Iron Rod (Golladay Cap) in the Northwesterly R.O.W. line of the Chicago Rock Island, and Pacific Railroad, the SOUTHEAST CORNER OF THIS TRACT;

THENCE S. 80° 22' 38" W., along the Northwesterly R.O.W. line of the C. R. I. & P. Railroad, at a distance of 2668.67 feet pass the West line of said Section 52, same being the East line of said Section 59, a total distance of 2700.11 feet to a 1/2 inch Iron Rod (Golladay Cap) at the Intersection of the East line of Pullman Road with the Northwesterly R.O.W. line of the C. R. I. & P. Railroad, the SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 0° 03' 24" E., along the East R.O.W. line of Pullman Road, a distance of 2320.35 feet to a 1/2 inch Iron Rod (Golladay Cap) in the North line of said Section 59, the NORTHWEST CORNER OF THIS TRACT;

THENCE S. 89° 56' 06" E., along the North line of said Section 59, a distance of 31.00 feet to the PLACE OF BEGINNING, and containing 127.848 Acres More or Less;

Being the same property as that conveyed by Warranty Deed dated July 5, 1984, and recorded in Volume 1612, page 199 of the Official Public Records of Potter County, Texas, from Donald Dean Krabbe, Harry Kenneth Krabbe, Harry O. Krabbe, and Catherine Krabbe to Dwight Cheek, Trustee.

TRACT F

A 58.93 acre tract of land out of Section 59, Block 2, A. B. & M. Survey, Potter County, Texas, being out of that certain tract conveyed to Roy G. Walls and wife, Norine Ruth Walls described in a deed recorded in Volume 332, Page 685 of the Deed Records of Potter County, Texas, said 58.93 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a fence post, from which a ½" iron rod with a cap (Apex), found bears N 65°38' E, 0.6', said fence post being at the intersection of the South right -of -way line of Burlington Northern Railway with the West right-of-way line of Pullman Road, from which a 2" iron pipe, found at the Northeast corner of said Section 59 bears N00°04'35" W, 2535.61 feet and N 89°59'08" E, 101.0 feet;

THENCE S 00°04'35" E, along the West right -of -way line of said Pullman Road, for a distance of 728.96 feet to a 3/8" iron rod with a cap marked "RPLS 4664", set in the North line of a 1 acre tract conveyed to Richard J. Walls and described in a deed recorded in Volume 845, Page 460 of the Deed Records of Potter County, Texas;

THENCE N 87°40'43" W, along the North line of said 1 acre tract, for a distance of 237.66 feet to an eight inch fence post, found for the Northwest corner of said 1 acre tract;

THENCE S 00°01'18" E, for a distance of 181.48 feet to a ½" iron pipe, found for the Southwest corner of said 1 acre tract;

THENCE S 87°18'53" E, along the South line of said 1 acre tract, for a distance of 237.90 feet to a 3/8" iron rod with a cap marked "RPLS 4664", set in the West right -of -way line of said Pullman Road;

THENCE S 00°04'35" E along the West right -of -way line of said Pullman Road, for a distance of 555.02 feet to a ½" iron rod with a cap (1939), found for the most Easterly corner of Lot 1, Block 1 of Attebury Grain Addition Unit No. 1, an Addition to the City of Amarillo, Potter County, Texas, according to the recorded plat thereof, of record in Volume 1865, Page 543 of the Deed Records of Potter County, Texas, being the Southeast corner of the herein described tract;

THENCE N 80°45'01" W for a distance of 534.43 feet to a ½" iron rod with a cap (1939), found for an inner corner of said Lot 1, Block 1;

THENCE N 00°01'01" E for a distance of 166.78 feet to a ½" iron rod, found for the Northeast corner of said Lot 1, Block 1;

THENCE N 81°53'49" W for a distance of 777.35 feet to a ½" rebar, found for the Northwest corner of said Lot 1, Block 1;

THENCE S 00°32'55" W for a distance of 177.13 feet to a 3/8" rebar with a cap marked "RPLS 4664", set in the Northwesterly right -of -way line of Burlington Northern Railway, being the Southwest corner of said Lot 1, Block 1, from which a ½" iron rod (1939), found bears N 00°36' E, 0.3 feet;

THENCE N 80°46'00" W (Base Bearing) along the Northwesterly right -of -way line of said Burlington Northern Railway, for a distance of 1345.25 feet to an angle iron, found for the Southwest corner of the herein described tract;

THENCE N 00°05'36" E for a distance of 614.91 feet to a 3/8" rebar with a cap marked "RPLS 4664", set in the Southeasterly right -of -way line of Burlington Northern Railway, from which a ½" iron rod with a cap (1478), found bears S 73°S03' W, 1.1';

THENCE N 80°14'39" E along the Southeasterly right -of -way line of said Burlington Northern Railway, for a distance of 2662.07 feet to the POINT OF BEGINNING.

TRACT G

Tract G Legal Description:

All of Lot 2, Block 3, Airport Park Addition Unit No. 6, City of Amarillo, Potter County, Texas, as per the map or plat of record in the Potter County Clerk's File Number 1228581, Potter County, Texas.



ORDINANCE NO. 7691

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS AMENDING ARTICLE I, CHAPTER 2-6, BOARDS AND COMMISSIONS, OF THE AMARILLO MUNICIPAL CODE AS FOLLOWS: AMENDING SECTION 2-6-6 FOR THE PURPOSE OF ALIGNING APPOINTMENTS TO ALL CITY BOARDS AND COMMISSIONS WHOSE MEMBERSHIP IS APPOINTED BY THE CITY COUNCIL, MAYOR OR CITY MANAGER TO NOVEMBER OF EACH YEAR WITH TERMS OF SERVICE TO COMMENCE UPON QUALIFICATION OF THE MEMBER UNLESS OTHERWISE PROVIDED IN OTHER LAW; INCLUDING TRANSITIONAL AND PROCEDURAL PROVISIONS; INCLUDING A REPEALER; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City of Amarillo that appointments to City Boards and Commissions be aligned for terms of service to become effective on a uniform date; and

WHEREAS, the City calendar of deadlines, events and activities suggests that November of each year is the most appropriate date for such appointments to be made; and

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

SECTION 1. Article I, Chapter 2-6, Boards and Commissions, Section 2-6-6 is amended as follows:

Sec 2-6-6. Terms

- (a) Members of City boards and commissions shall serve staggered terms of three (3) years, unless otherwise provided by law, with terms being staggered among the number of members as roughly equally as possible.
- (b) Appointments to all City boards and commissions whose membership is appointed by the City Council, Mayor or City Manager shall be made in November of each year, with terms of service to commence upon qualification of the member, unless otherwise provided in other law governing a particular board or commission.
- (c) Appointments to fill vacancies may be made at any time, and will be for the unexpired term.
- (d) To accommodate a transition to staggered terms, length of terms, dates of appointment and effective dates of service, members serving at the time this section becomes effective may have their terms of office extended or shortened.
- (e) Insofar as allowed by law, this section shall repeal previous ordinances and resolutions in conflict herewith.

SECTION 3. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

SECTION 4. All ordinances and resolution or parts of ordinances or resolutions in conflict with this ordinance are repealed.

SECTION 5. This ordinance shall be effective upon passage and adoption on second reading.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 28th day of November 2017; and **PASSED** on Second and Final Reading the 5th day of December 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Amarillo City Council Agenda Transmittal Memo



Meeting Date	12/05/2017	Council Priority	Best Practices
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDERATION: Recently completed Commercial Aviation Minimum Standards.

Agenda Item Summary

In concert with RS&H and Aviation Management Consulting Group (AMCG), the Rick Husband Amarillo International Airport has drafted an updated set of Commercial Aviation Minimum Standards for adoption. These standards would replace the 1993 standards currently in place. The proposed standards account for existing industry trends and comply with current regulatory standards established by the Federal Aviation Administration (FAA).

Requested Action

Adoption of the proposed Commercial Aviation Minimum Standards.

Funding Summary

During City FY15/16 funding was secured through the execution of Task Order No. 5, sub task 15, in the amount of \$40,584.00. The provided document represents substantial completion and the final deliverables for sub task 15.

Community Engagement Summary

Level 1- Modest impact on selected area and/or community group. Airport staff provided a public comment period from August 18, 2017 through September 12, 2017 and concluded with a public meeting on Thursday, September 21, 2017. Upon the conclusion of the public meeting, the Airport provided a formal written response to each question/comment submitted.

Staff Recommendation

Airport staff recommends the adoption of the Commercial Aviation Minimum Standards. These standards encourage and promote: (a) the consistent provision of high quality Commercial General Aviation products, services, and facilities at the Rick Husband Amarillo International Airport (Airport), (b) the orderly development of General Aviation land and high quality General Aviation Improvements at the Airport, (c) safety and security at the Airport, and (d) the economic health of General Aviation Operators at the Airport.



City of Amarillo
10801 Airport Blvd.
Amarillo, Texas 79111
(806) 335-1671

Comment Compilation and Response

City of Amarillo

*Rick Husband Amarillo International Airport
(AMA)*

September 22, 2017



COMMENT COMPILATION AND RESPONSE

The City of Amarillo (City) believes that the development and implementation of Minimum Aeronautical Standards (Minimum Standards) is: (1) consistent with best management (and customer service) practices and (2) necessary to ensure the successful planning, development, operation, and management of general aviation activities at Rick Husband Amarillo International Airport (Airport).

By way of background, when an airport sponsor (in this case, City of Amarillo) obtains a grant for airport improvements under the Airport Improvement Program, the airport sponsor is required to give certain assurances to the Federal Aviation Administration (FAA) known as the Airport Sponsor Assurances. Airport Sponsor Assurance #22, *Economic Nondiscrimination*, states "It [airport sponsor] will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport." Order 5190.6B Airport Compliance Manual further states that "Grant Assurance [Airport Sponsor Assurance] 19, *Operations and Maintenance*, requires the sponsor to protect the public using the airport by adopting and enforcing rules, regulations, and ordinances as necessary to ensure safe and efficient flight operations."

In the Airport Sponsor Assurances, the FAA identifies a number of Advisory Circulars (AC) that, when attached to or incorporated by reference into the grant agreement, become mandatory contractual obligations of the airport sponsor. In AC 150/5190-7, Minimum Standards for Commercial Aeronautical Activities, the FAA highly recommends the "use and implementation" of minimum standards "as a means to minimize the potential for violations of Federal obligations at federally obligated airports."

The AC states that "The FAA objective in recommending the development of minimum standards serves to promote safety in all airport activities, protect airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all airport users, promote the orderly development of airport land, and ensure efficiency of operations."

The AC also suggests that "airport sponsors establish reasonable minimum standards that are relevant to the proposed aeronautical activity with the goal of protecting the level and quality of services offered to the public."

It is significant to note the AC also states that "The airport sponsor's purpose in imposing standards is to ensure a safe, efficient and adequate level of operation and services is offered to the public" and that standards should be "relevant to the proposed aeronautical activity with the goal of protecting the level and quality of services offered to the public." The FAA specifically indicates, in multiple instances throughout the AC, that an airport sponsor should develop minimum standards to address the level and quality of general aviation aeronautical services provided at an airport.



COMMENT COMPILATION AND RESPONSE

Several documents provide the foundation for the development and implementation of Minimum Standards including: the Airport Sponsor Assurances, AC 150/5190-6 Exclusive Rights at Federally-Obligated Airports, AC 150/5190-7 Minimum Standards for Commercial Aeronautical Activities, and Order 5190.6B Airport Compliance Manual. All interested parties are encouraged to thoroughly review and carefully consider each of these documents and to view these Minimum Standards in totality.

Within this context, it is the desire of the City to: (1) ensure that the level and quality of products, services, and facilities desired by aviation consumers are consistently provided at the Airports in a safe, secure, efficient, prompt, and professional manner, (2) ensure the safe, orderly, and efficient operation and use of the Airports, (3) protect the public health, safety, interest, and general welfare of the Operators, Lessees, Sublessees, Permittees, and users of the Airports, and (4) create a "level playing field" (for operators) and "promote fair competition" (between operators).

Beyond being consistent with FAA policies and directives, the City believes that all of these objectives are consistent with best management (and customer service) practices. It is not the desire or the intent of the City to create an undue burden on existing or future operators, tenants, consumers, or users of the Airport.

As such, the City and Aviation Management Consulting Group (AMCG) have prepared draft Minimum Standards that are: (1) relevant to the current (and/or anticipated) general aviation activities at the Airport, (2) reasonable and appropriate for the Airport and the market, (3) necessary to meet the type and level of demand that exists (and/or is anticipated) at the Airport and in the market, and (4) protects the public health, safety, interest, and general welfare of all users of the Airport.

During the document development process, AMCG gathered and considered relevant information from: (1) current operators at the Airport and (2) airports considered comparable to the subject airport. In addition, AMCG and the City viewed Minimum Standards from a consumer perspective.

The draft Minimum Standards were made available for public review and comment beginning August 18, 2017. The following is a compilation of comments received from TAC Air regarding the draft Minimum Aeronautical Standards (dated August 8, 2017) with the City of Amarillo's (City's) response to each comment received as of September 21, 2017.

In some cases, the comments received have been distilled (i.e., the essence of the comment has been captured), comments have been paraphrased, and/or typographical errors corrected. Each of the comments submitted have been addressed in this document and/or in the revised draft Minimum Aeronautical Standards (Minimum Standards). Each comment is represented by a "C" and the response to the comment is represented by an "R". The numbering is utilized only as a method to identify and organize comments.



COMMENT COMPILATION AND RESPONSE

Also, if a respondent has requested to delete language from the draft documents, that language has been identified using ~~striketrough~~ and when a respondent has requested to add language, that language has been identified using **red** highlight. Any language identified in *italics* is taken verbatim from the draft documents.

The City wishes to thank each entity that took the time to review the draft Minimum Aeronautical Standards and to TAC Air for providing comments on this important document.



COMMENT COMPILATION AND RESPONSE

08/27/17 TAC Air – Minimum Standards	
C1	Section 1.5: Addition of language “such time as entity’s existing Agreement is <i>materially amended.</i> ”
R1	Section 1.5 has been revised as follows: “such time as entity’s existing Agreement is <i>materially amended.</i> ”
C2	Section 2.6: Removal of language “ In the event of a complaint, Operator shall submit a schedule of product, service, and facility pricing to the City within 14 calendar days. In addition to identifying the Operator’s product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator. ” We’ll gladly address any legitimate complaint, but some are nuisance complaints and, regardless, providing all this pricing information is not only burdensome (we have probably thousands of prices at each location) but presents a confidentiality issue when it is submitted to a public entity.
R2	Section 2.6 has been revised as follows: “ In the event of a complaint <i>14 CFR Part 13 Investigative and Enforcement Procedures or 14 CFR Part 16 Rules of Practice for Federally-Assisted Airport Enforcement Procedures, Operator shall submit a schedule of product, service, and facility pricing to the City within 14 calendar days. In addition to identifying the Operator’s product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.</i> ”
C3	Section 2.7: “Safety Management Systems (SMS) Legal Requirements or directive issued by the City.” We have a SMS but I am not familiar with “Legal Requirements”, please elaborate.
R3	Legal Requirements are defined in the draft Rules and Regulations (which are currently under City review) as “All applicable federal, state, county, and local laws, codes, ordinances, policies, and regulations.” If the City requires implementation of an SMS for Operators engaged in Activities at the Airport, the draft Minimum Standards require compliance. As such, Section 2.7 has not been revised.
C4	Section 2.8: “Operator shall give due consideration to notification from the City’s consideration to notification from the City of dissatisfaction with the on-site manager’s performance and shall take all reasonable action to eliminate the cause of such dissatisfaction.” This crosses over into personnel issues and while the Airport certainly can voice opinion, I don’t think this has a place in the minimum standards; ultimately, staffing decisions are made by the employer.
R4	Section 2.8 has been revised as follows: “Operator shall employ a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Operator’s Activities: ➤ The person managing Operator’s Activities shall have experience managing similar activities. ➤ Operator shall give due consideration to notification from the City of dissatisfaction with the on-site manager’s performance and shall take all reasonable action to eliminate the cause of such dissatisfaction. ”



COMMENT COMPILATION AND RESPONSE

<p>C5</p>	<p>Section 2.9: <i>"Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance as long as:</i></p> <ul style="list-style-type: none"> ➤ <i>A declaration is made in writing to the Director of Aviation, stating the deficiently and actions being taken to remedy the deficiency,</i> ➤ <i>and fully operational back-up Aircraft, Equipment, or Vehicle is available within a reasonable period of time to provide the required product or service."</i> <p>This could be quite burdensome for both an operator and the Airport; if the copper wire on a refueler interlock switch breaks (which is rather common), the truck is 'out of service'; similarly, an aircraft could have a burned out light which renders it unairworthy; I don't think the Airport wants written notification for all these items; further, does a charter operator really have to have a back-up for every aircraft they operate?</p>
<p>R5</p>	<p>Section 2.9 has been revised as follows:</p> <p><i>"Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance as long as:</i></p> <ul style="list-style-type: none"> ➤ <i>A declaration is made in writing to the Director of Aviation, stating the deficiently and actions being taken to remedy the deficiency,</i> ➤ <i>and fully operational back-up Aircraft, Equipment, or Vehicle is available within a reasonable period of time to provide the required product or service."</i>
<p>C6</p>	<p>Section 2.11: Removal and addition of language: <i>"Upon request, Operators that are required to comply with a TSA security program must demonstrate written compliance with all relevant and applicable TSA and/or Airport security plan requirements to the City within 14 calendar days."</i></p>
<p>R6</p>	<p>Section 2-11 have been revised as follows:</p> <p><i>"Upon request, Operators that are required to comply with a TSA security program must demonstrate written compliance with all relevant and applicable TSA and/or Airport security plan requirements to the City within 14 calendar days."</i></p>
<p>C7</p>	<p>Section 3.2: Very few FBOs provide AC GPUs.</p>
<p>R7</p>	<p>Section 3.2 has been revised to remove all requirements related to AC GPUs in the "Aircraft Ground Handling Services" table.</p>
<p>C8</p>	<p>Section 3.2: Cleaning/washing service crosses into both aircraft maintenance and environmental issues; many aircraft have manufacturer approved procedures and we don't always have access to them, so we do not provide aircraft washing; further, many locations have environmental restrictions, so we simply do not provide the service.</p>
<p>R8</p>	<p>The "Aircraft Ground Handling Services" table in Section 3.2 has been revised to removed "Cleaning/washing service (largest Aircraft)."</p>
<p>C9</p>	<p>Section 3.2: Removal of language: <i>"FBO shall be able to provide Aircraft Line Maintenance for all Air Carrier Aircraft utilizing the Airport."</i></p> <p>If it is required that aircraft maintenance be performed under a repair station certificate, then this will be problematic; typically, repair stations do not hold higher than a Class III airframe rating; the FAA has recently begun to prohibit repair stations performing work on aircraft not on the certificate and it is extremely difficult (may not even be possible due to facility limitations) for a maintenance provider to get air carrier aircraft onto the repair station certificate; in other words, by requiring a repair station certificate, the airport may unknowingly prohibit any work to be performed on air carrier aircraft.</p>
<p>R9</p>	<p>Aircraft Line Maintenance is defined in the draft Rules and Regulations (which are currently under City review) as <i>"Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating Aircraft components; and, avionics/instrument removal and/or replacement."</i> The City believes this is a reasonable requirement for FBOs to support Air Carrier activity at the Airport. As such, Section 3.2 has not been revised.</p>



COMMENT COMPILATION AND RESPONSE

C10	Section 3.2: Removal of language: <i>"FBO shall be able to provide wheel, brake, and battery service."</i> This is an aircraft maintenance function.
R10	Section 3.2 states <i>"FBO can meet these requirements [Aircraft Maintenance] by arrangement (and through agreement – a copy of which must be provided to the City) with an authorized Operator who meets the minimum standards for Aircraft Maintenance Operator and operates at the Airport."</i> Further, Section 3.2 states <i>"In the absence of an authorized Aircraft Maintenance Operator operating at the Airport, FBO can meet these requirements (by arrangement and through agreement – a copy of which must be provided to the City) with an Independent Maintenance Operator (in compliance with Section 11)."</i> The City believes it is reasonable to ensure this activity is provided at the Airport. As such, Section 3.2 has not been revised.
C11	Section 3.3: Four acres is not adequate for an FBO; there is reference to "contiguous" land and often the best arrangements involve non-contiguous land parcels.
R11	During the development process, AMCG gathered information from current operators at the Airport, comparable airports, and viewed the Minimum Standards from a consumer perspective. Considering this information as well as determining the land area necessary to accommodate the required improvements outlined in the Minimum Standards, the City believes four acres is representative of the minimum area necessary to conduct FBO activities at the Airport. As such, a modification to the land requirements in Section 3.3 is not deemed necessary.
C12	Section 3.3: The Airport has the right to approve construction on the airport, so I would leave the Terminal Building customer area, line/customer service area, and sublease office area standards to the discretion of the operator.
R12	The City does approve construction at the Airport. However, the City believes it is reasonable and appropriate to ensure adequate space for customer areas, line/customer service areas, and sublease office areas. It is significant to note the Terminal Building (total) area is 4,000 square feet while the identified components equal 2,800 square feet. As such, the City believes adequate discretionary space is provided within the Minimum Standards and a revision to the Terminal Building requirements in Section 3.3 is not necessary.
C13	Section 3.3: The Ramp standard is inadequate for FBO operation.
R13	During the development process, AMCG gathered information from current operators at the Airport, comparable airports, and viewed the Minimum Standards from a consumer perspective. Considering this information as well as determining the apron area necessary to accommodate based and transient aircraft, the City believes two acres is representative of the minimum apron area necessary to conduct FBO activities at the Airport. As such, a modification to the apron requirements in Section 3.3 is not deemed necessary.

<p>C14</p>	<p>Section 3.4: Removal and addition of language: "FBO shall own or lease an fixed (i.e., not temporary or mobile) above ground Fuel storage facility at the Airport in a location approved by the City. Fuel storage facility shall have total sufficient capacity for three days peak supply (excluding special events) of Fuels for Aircraft being serviced by FBO to meet the normal demands of the operation. However, in no event shall the total storage capacity be less than:</p> <p>If FBO utilizes a single tank for either type of Fuel, a backup Fuel storage tank must be available within three days of inoperability.</p> <p>FBO shall demonstrate that satisfactory arrangements have been made with a reputable Fuel supplier for the delivery of Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable peak demands of customers. FBO shall provide the City with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan and Stormwater Pollution Prevention Plan (SWPPP) that meets Legal Requirements for FBO's Fuel storage facilities and Activities. FBO shall also provide the City with a copy of the An updated copy of the SPCC Plan and SWPPP shall be filed with the City at least 30 calendar days prior to any scheduled changes in operations."</p> <p>Federal regulations allow 180 days to update SPCC plans AFTER a change to the operation; TCEQ governs SWPPPs and may have similar timeframes; either way, it's common practice to update the plans after operational changes are made.</p>
<p>R14</p>	<p>AC 150-5190-7 Minimum Standards for Commercial Aeronautical Activities provides guidance on developing Minimum Standards and states "How many days' supply of fuel will be available on airport?" As such, the City does not believe removing the requirement for a specific peak supply is appropriate.</p> <p>Additionally, and consistent with R16, the City believes ensuring the continued availability of avgas is consistent with industry standards and AC 150/519-7. As such, the City believes requiring a backup Fuel storage tank for FBOs with a single tank for either type of Fuel is reasonable.</p> <p>The City, as the lessor, believes it is reasonable and appropriate to be provided with an updated copy of the SPCC Plan and SWPPP prior to an operational change to ensure compliance with City policies and practices.</p> <p>Considering the above, Section 3.4 has been revised as follows:</p> <p>"FBO shall own or lease an fixed (i.e., not temporary or mobile) above ground Fuel storage facility at the Airport in a location approved by the City. Fuel storage facility shall have total capacity for three days peak supply (excluding special events) of Fuels for Aircraft being serviced by FBO. However, in no event shall the total storage capacity be less than:"</p>
<p>C15</p>	<p>Section 3.5: Removal and addition of language: "Upon request, records and meters shall be made available for review by the City or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to FBO and the amount of Fuel dispensed by FBO, the greater amount shall prevail and the FBO shall promptly pay all additional fees due and owing the City, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due. to verify the correct fees have been paid to the City."</p> <p>There will always be a discrepancy between receipts and disbursements – it's impossible to receive the exact amount of fuel you sell in a month; I believe the goal is to track flowage fees, so I suggest using either receipts (can be verified by fuel supplier) or disbursements.</p>



COMMENT COMPILATION AND RESPONSE

R15	Section 3.5 has been revised as follows: <i>"Upon request, records and meters shall be made available for review by the City or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to FBO and the amount of Fuel dispensed by FBO, the greater amount shall prevail and the FBO shall promptly pay all additional fees due and owing the City, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due. to verify the correct fees have been paid to the City."</i>
C16	Section 3.6: Change standard for Capacity of other Refueling Vehicles (gallons) for jet fuel to be "At least 3,000" and avgas to be "At least 750" and remove "A backup Refueling Vehicle must be Readily Available" for avgas refueling vehicles.
R16	Section 1.5 states <i>"Throughout these Minimum Standards, the words 'standards' or 'requirements' shall be understood to be modified by the word 'minimum' except where explicitly stated otherwise."</i> Additionally, Readily Available is defined in the draft Rules and Regulations (which are currently under City review) as <i>"Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises."</i> The City believes continued availability of avgas is consistent with industry standards and desires to ensure continued availability while considering the operational and financial impacts of requiring two Avgas Refueling Vehicles. As such, the City believes the Avgas Refueling Vehicle requirements are reasonable and a revision this requirement in Section 3.6 is not deemed necessary.
C17	Section 3.6: Removal and addition of language: "One Refueling Vehicle FBO must have the capability to dispensing Jet Fuel both shall have over-the-wing and via single point Aircraft servicing capability."
R17	Section 3.6 has been revised as follows: <i>"One Refueling Vehicle FBO must have the capability to dispensing Jet Fuel both shall have over-the-wing and via single point Aircraft servicing capability."</i>
C18	Section 3.6: Sentence states <i>"Utilization of mobile (towed) fuel carts are prohibited."</i> What about for maintenance operations? Defuel carts are very common.
R18	Section 3.6 has been revised as follows: <i>"Utilization of mobile (towed) fuel carts is prohibited unless the mobile (towed) fuel cart is being utilized for defueling purposes and consistent with Section 4.6."</i>
C19	Section 3.7: Removal of language: "Ramp marshalling Vehicle(s)", "Marshalling wands", and "Aircraft ground power (Alternating Current or AC)" in the Ground Handling Services Equipment standards.
R19	Section 3.7 has been revised as requested.
C20	Section 3.9: Removal and addition of language: "FBO shall have properly trained and qualified Employees to provide Aircraft Fueling, Aircraft ground handling services, and passenger and crew services, as follows: the services required herein. Training shall consist of an industry recognized training program such as NATA's Safety 1st program." Remove FBO Employee table.



COMMENT COMPILATION AND RESPONSE

R20	<p>Section 3.9 has been revised as follows:</p> <p><i>"FBO shall have properly trained and qualified Employees to provide Aircraft Fueling, Aircraft ground handling services, and passenger and crew services, as follows: the services required herein. Training shall consist of an industry recognized training program."</i></p> <p>AC 150-5190-7 Minimum Standards for Commercial Aeronautical Activities states "In all instances, an airport sponsor will be well advised to ensure that aeronautical service providers have sufficient personnel to run their operation safely and meet aeronautical demand for the services in question. Naturally, the personnel requirements will vary with the specific aeronautical service being offered. (1) How many fully trained and qualified personnel will be available each day and over what hours to provide aeronautical services." The City believes identifying minimum employee requirements is both reasonable and consistent with the AC. As such, removal of the <i>Employee</i> table in Section 3.9 is not deemed necessary.</p>
C21	<p>Section 3.10: Removal and addition of language: <i>"City may request a copy of, or to review, FBO's SOP from time to time shall be submitted to the City no later than 30 calendar days before the FBO's Activities are scheduled to commence and shall be resubmitted any time changes are made."</i></p> <p>We are constantly updating our SOPs, so this would be quite a burdensome for both the FBO and the airport.</p>
R21	<p>Section 3.10 has been revised as follows:</p> <p><i>"City may request a copy of or to review FBO's SOP at any time shall be submitted to the City no later than 30 calendar days before the FBO's Activities are scheduled to commence and shall be resubmitted any time changes are made."</i></p>
C22	<p>Section 3.11: Removal and addition of language: <i>"FBO shall prepare an Aircraft removal plan and have the necessary Equipment Readily Available to assist in removing up to and including the following Aircraft."</i></p>
R22	<p>Section 3.11 has been revised as follows:</p> <p><i>"FBO shall prepare an Aircraft removal plan and have the necessary Equipment Readily Available to assist in removing up to and including the following Aircraft."</i></p>
C23	<p>Section 4.2: Removal of language: <i>"Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees, but not less than the following based on the type of Aircraft, which are not cumulative."</i></p> <p>Suggest one standard for all operators; otherwise, applicants will say they are only servicing piston aircraft to comply with the lowest standard, then who will police what aircraft are actually serviced?</p>
R23	<p>The Leased Premises requirements in Section 4.2 have been revised to consolidate each type of aircraft into one requirement as follows:</p> <ul style="list-style-type: none"> ➤ Land: 28,000 square feet ➤ Customer, Administrative, and Maintenance area: 1,200 square feet ➤ Hangar: 10,000 square feet
C24	<p>Section 5.2: Same comment as aircraft maintenance operator; eliminate distinction among different aircraft classes.</p>
R24	<p>The Leased Premises requirements in Section 5.2 have been revised to consolidate each type of aircraft into one requirement as follows:</p> <ul style="list-style-type: none"> ➤ Land: 28,000 square feet ➤ Customer, Administrative, and Maintenance area: 1,200 square feet ➤ Hangar: 10,000 square feet
C25	<p>Section 6.4: The employee minimums should be at the discretion of the operator.</p>
R25	<p>Please refer to R20.</p>
C26	<p>Section 6.5: Suggest standard on age and/or condition of aircraft.</p>



COMMENT COMPILATION AND RESPONSE

R26	AC 150-5190-7 Minimum Standards for Commercial Aeronautical Activities states "The FAA suggests that airport sponsors establish reasonable minimum standards that are relevant to the proposed aeronautical activity with the goal of protecting the level and quality of services offered to the public." However, the City does not believe identifying a specific age is appropriate and condition is subjective. As such, the City has sought to develop specific and enforceable minimum requirement and a revision to Section 6.5 is not deemed necessary.
C27	Section 7.4: This crosses into federal aviation regulations which change from time to time; suggest simply referencing FAR Part 135 requirements.
R27	The 1 st paragraph in Section 7.4 has been revised as follows: <p><i>"If certificated to engage in on-demand common carriage for persons or Property, Aircraft Charter Operator shall employ the number of Employees as required by 14 CFR Part 135. If certificated to engage in private carriage, Aircraft Charter Operator shall employ the number of Employees (as defined in 14 CFR Part 125), Aircraft Charter Operator shall, at a minimum, employ the following number of Employees who shall be available during required hours of activities as follows:"</i></p> <p>Additionally, the 1st Employee table in Section 7.4 has been removed.</p>
C28	Section 7.5: Removal of language: <i>"Aircraft Charter Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least one certified and continuously airworthy Aircraft for the type of Aircraft charter service being provided which shall be equipped for and fully capable of flight under instrument conditions."</i> <p>What if the operator is restricted to VFR only? And there is no mention of age or condition of aircraft flying under instrument conditions.</p>
R28	The City believes it is appropriate to ensure Aircraft Charter Operators are capable of providing charter services during times of inclement weather and under instrument conditions. As such, a revision to this portion of Section 7.5 is not deemed necessary. <p>Section 7.5 has been revised as follows:</p> <p><i>"Aircraft Charter Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least one certified and continuously airworthy Aircraft for the type of Aircraft charter service being provided which shall be equipped for and fully capable of flight under instrument conditions."</i></p>
C29	Section 8.1: Removal of language: <i>"Operator engaged in the sale of more than three new and/or used Aircraft during a 12-month period."</i>
R29	Section 8.1 has been revised as follows: <p><i>"Operator engaged in the sale of more than three new and/or used Aircraft during a 12-month period."</i></p>
C30	Section 8.4: Remove entire section <i>"Licenses and Certifications – Employees shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft offered for sale."</i>
R30	AC 150-5190-7 Minimum Standards for Commercial Aeronautical Activities states "In all instances, an airport sponsor will be well advised to ensure that aeronautical service providers have sufficient personnel to run their operation safely and meet aeronautical demand for the services in question. Naturally, the personnel requirements will vary with the specific aeronautical service being offered. (2) Describe the training and qualifications of personnel engaged in the services provided to aeronautical users." The City believes identifying employee certifications is both reasonable and consistent with the AC. As such, removal of Section 8.4 is not deemed necessary
C31	Section 8.5: Remove entire section and associated table: <i>"Employees – At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities."</i>
R31	Please refer to R20.



COMMENT COMPILATION AND RESPONSE

C32	Section 9.2: Eliminate distinctions between different classes of aircraft (single-engine piston, multi-engine piston, and turboprop); set one minimum standard for any aircraft storage operator; minimum should mirror that of the FBO as one goal of the federal grant assurances is to protect the investment of operators on the airport (ref. AC 150/5190-7, Section 1.2, d, 3).
R32	The Leased Premises requirements in Section 9.2 have been revised to consolidate each type of aircraft into one requirement as follows: <ul style="list-style-type: none">➤ Land: 28,000 square feet➤ Hangar: 10,000 square feet



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MINIMUM AERONAUTICAL STANDARDS- Executive Summary

By definition, Minimum Aeronautical Standards set forth the minimum requirements (or criteria) that need to be met (by an existing or potential operator) to conduct commercial general aviation aeronautical activities at an airport. These standards do not include commercial airline activity. In essence, Minimum Aeronautical Standards provide a fair, reasonable, and non-discriminatory opportunity to operators of aviation-related businesses to occupy available airport land or facilities and engage in authorized commercial general aviation aeronautical activities at an airport.

By providing consistent requirements for engaging in such activities at an airport, Minimum Aeronautical Standards “level the playing field” and promote “fair competition” among operators. Minimum Aeronautical Standards also reduce the potential for conflicts, complaints, and disputes. Consistent with the objectives established by the FAA, Minimum Aeronautical Standards are designed to: (1) promote safety, (2) protect airport users, (3) maintain and enhance the availability of services, (4) promote the orderly development of an airport, and (5) ensure operational efficiency.

To accomplish these objectives within this update of the Minimum Aeronautical Standards, the development team utilized a comprehensive approach that balanced the following considerations: (1) aeronautical activities occurring at the Airport (including the land and improvements being leased/used, the type, level, and quality of aeronautical products, services, and facilities being provided, and the vehicles, equipment, and personnel being deployed), (2) the standards and the aeronautical activities occurring at comparable airports, and (3) the needs and expectations of airport customers (or consumers of the aeronautical products and services).

The previous standards were created in 1993. Since that time, circumstances on the airport have changed, industry standards have changed, FAA requirements and interpretations have changed, and operational requirements have changed. The updated Minimum Aeronautical Standards align the Rick Husband Amarillo International Airport with current industry trends and regulatory standards.



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Minimum Aeronautical Standards

**DRAFT
FOR DISCUSSION PURPOSES ONLY**

City of Amarillo

*Rick Husband Amarillo International Airport
(AMA)*

August 8, 2017



TABLE OF CONTENTS

1. INTRODUCTION.....	1
1.1. Purpose.....	1
1.2. General Provisions	1
1.3. Exclusive Rights	1
1.4. Pioneering Period	2
1.5. Applicability.....	2
2. GENERAL REQUIREMENTS.....	4
2.1. Introduction	4
2.2. Experience/Capability.....	4
2.3. Agreement	4
2.4. Payment of Rents, Fees, and Charges	4
2.5. Leased Premises.....	4
2.6. Products, Services, and Facilities	5
2.7. Licenses, Permits, Certifications, and Ratings	6
2.8. Employees	6
2.9. Aircraft, Equipment, and Vehicles	7
2.10. Hours of Activities	7
2.11. Security.....	7
2.12. Insurance	8
2.13. Indemnification and Hold Harmless	9
2.14. Enforcement.....	10
2.15. Taxes.....	10
2.16. Multiple Activities.....	10
3. FIXED BASE OPERATOR	11
3.1. Introduction	11
3.2. Scope of Activities	11
3.3. Leased Premises.....	13
3.4. Fuel Storage Facility.....	14
3.5. Fueling Reports.....	15
3.6. Fueling Equipment.....	15
3.7. Equipment.....	15
3.8. Hours of Activities	16
3.9. Employees	16
3.10. Standard Operating Procedures.....	17
3.11. Aircraft Removal	18
4. AIRCRAFT MAINTENANCE OPERATOR (SASO).....	19
4.1. Introduction	19
4.2. Leased Premises.....	19
4.3. Licenses and Certification.....	19
4.4. Employees	19
4.5. Equipment.....	19
4.6. Defueling.....	20



TABLE OF CONTENTS

5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)..... 21

5.1. Introduction 21

5.2. Leased Premises..... 21

5.3. Licenses and Certifications..... 22

5.4. Employees 22

5.5. Equipment..... 22

6. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)..... 23

6.1. Introduction 23

6.2. Leased Premises..... 23

6.3. Licenses and Certifications..... 24

6.4. Employees 24

6.5. Equipment..... 24

6.6. Hours of Activities 25

6.7. Insurance Disclosure Requirement 25

7. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)..... 26

7.1. Introduction 26

7.2. Leased Premises..... 26

7.3. Licenses and Certifications..... 27

7.4. Employees 27

7.5. Equipment..... 27

7.6. Hours of Activities 28

8. AIRCRAFT SALES OPERATOR (SASO) 29

8.1. Introduction 29

8.2. Leased Premises..... 29

8.3. Dealership..... 29

8.4. Licenses and Certifications..... 30

8.5. Employees 30

8.6. Hours of Activities 30

8.7. Sales Guarantee or Warranty 30

9. AIRCRAFT STORAGE OPERATOR (SASO) 31

9.1. Introduction 31

9.2. Leased Premises..... 31

9.3. Hours of Activity 31

10. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)..... 32

10.1. Introduction 32

10.2. Limitations..... 32

10.3. Location 32

10.4. Licenses and Certifications..... 32



TABLE OF CONTENTS

11. INDEPENDENT FLIGHT TRAINING OPERATOR (SASO)	33
11.1. Introduction	33
11.2. Limitations	33
11.3. Location	33
11.4. Licenses and Certifications	33
11.5. Equipment	33
12. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)	34
12.1. Introduction	34
12.2. Leased Premises	34
12.3. Employees	34
12.4. Equipment	34
12.5. Hours of Activity	34
13. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)	35
13.1. Introduction	35
13.2. Scope of Activity	35
13.3. General Aviation Operator Permit	35
14. GENERAL AVIATION OPERATOR PERMIT	36
14.1. Application	36
14.2. Approved General Aviation Operator Permit	36
14.3. Existing Operator with an Existing Agreement	36
15. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)	38



1. INTRODUCTION

1.1. Purpose

The purpose of these Minimum Aeronautical Standards (Minimum Standards) is to encourage and promote: (a) the consistent provision of high quality Commercial General Aviation products, services, and facilities at the Rick Husband Amarillo International Airport (Airport), (b) the orderly development of General Aviation land and high quality General Aviation Improvements at the Airport, (c) safety and security at the Airport, and (d) the economic health of General Aviation Operators at the Airport.

Commercial General Aviation Aeronautical Activities (Activities) may be proposed that do not fall within the categories designated herein. In such a case, appropriate minimum standards shall be established by the City of Amarillo (City) on a case-by-case basis.

All qualified and experienced entities desirous of engaging in Activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to complying with these Minimum Standards.

Specialized Aviation Service Operators (SASO) are encouraged to be Sublessees of a Fixed Base Operator (FBO); however, if suitable land or Improvements are not available or cannot be secured from an FBO, SASOs may (if available): (a) Sublease Improvements from another SASO and/or (b) lease land and/or Improvements from the City.

1.2. General Provisions

These Minimum Standards incorporate, by reference, the Rules and Regulations. The terms identified by use of a capital letter in these Minimum Standards are addressed in Section 1.2 of the Rules and Regulations.

1.3. Exclusive Rights

In accordance with the Airport Sponsor Assurances (Assurances) given to the federal and/or state government by the City as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in Activities shall not be construed in any manner as affording any entity an Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement.

However, an airport sponsor may elect to provide certain Activities "directly" (i.e., products, services, and facilities can be provided by the sponsor's Employees using the sponsor's Vehicles, Equipment, and resources) in which case, the airport sponsor can exercise its proprietary Exclusive Right – as allowed in the Assurances.

The presence of only one Operator engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the City not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the City should neither expect nor request that other entities who also desire to engage in the same or similar Activities be excluded.

The opportunity to engage in Activities shall be made available to those entities complying with the standards and requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activities provided such use is consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the City and the public, as determined by the City in its sole discretion.

If the FAA determines that any provision of these Minimum Standards, any provision of any Agreement, or any practice constitutes a grant of a prohibited Exclusive Right, such provision shall be deemed null and void and such practice shall be discontinued immediately.

1.4. Pioneering Period

When specific Activities (e.g., product, service, or facility) are not currently being provided at the Airport, the City may enter into an Agreement with an Operator under terms and conditions that may be less than those outlined in the Primary Management and Compliance Documents (PMCDs) for a limited period of time (known as the pioneering period).

1.5. Applicability

These Minimum Standards specify the standards and requirements which must be complied with by any entity desiring to engage in Activities at the Airport. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable standard or requirement, or regarding compliance with such standard or requirement, shall be made by the City.

- All entities may exceed the applicable standards or requirements.
- No entity shall be allowed to engage in Activities at the Airport under conditions that do not comply with these Minimum Standards, unless an exemption or variance has been approved by the City.

These Minimum Standards shall apply to any new Agreement or any amendment to any existing Agreement relating to the leasing and/or occupancy of land or Improvements for Activities. If an Operator desires, under the terms of an existing Agreement, to change its Activities, the Operator shall comply with these Minimum Standards, unless an exemption or variance has been granted by the City.

- These Minimum Standards shall not affect any Agreement or amendment thereto properly executed prior to the date of adoption of these Minimum Standards except as provided for in such Agreement, in which case, these Minimum Standards shall apply to the extent permitted by such Agreement.



INTRODUCTION

- These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the City from entering into or enforcing an Agreement or amendment thereto that requires an Operator to exceed these Minimum Standards.

Any entity currently engaging in Activities without an Agreement shall have six months from the date of adoption of these Minimum Standards to comply with these Minimum Standards.

If these Minimum Standards are amended after an Operator enters into an Agreement with the City, entity shall not be required to comply with the amended Minimum Standards, except as provided for in such agreement, until:

- such time as entity's existing Agreement is materially amended,
- the City approves an assignment to another entity, or
- entity enters into a new Agreement with the City.

2. GENERAL REQUIREMENTS**2.1. Introduction**

Operator engaging in Activities at the Airport shall comply with or exceed the standards and requirements of this section as well as the minimum standards applicable to each Activity, as set forth in subsequent sections.

2.2. Experience/Capability

Operator shall, in the judgment of the City, demonstrate before and throughout the term of the Agreement, the financial wherewithal and technical capability of paying all rents, fees, or other charges owed the City; developing and maintaining the required land and Improvements; procuring and maintaining the required Vehicles, Equipment, and/or Aircraft; employing required Employees; and engaging in the Activities.

Operator shall, in the judgment of the City, demonstrate before and throughout the term of the Agreement, the capability of consistently providing the required Commercial General Aviation products, services, and facilities and engaging in the required Activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public.

2.3. Agreement

Entity shall not engage in Activities at the Airport without an Agreement authorizing such Activities. An Agreement shall not reduce or limit Operator's obligations with respect to complying with these Minimum Standards.

2.4. Payment of Rents, Fees, and Charges

Operator shall pay the rents, fees, or other charges on time, as specified by the City for engaging in Activities. The City may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the City by any legal means available to the City under any Agreement and as provided by Legal Requirements.

2.5. Leased Premises

Operator shall lease or Sublease Land and/or lease, Sublease, or construct Improvements for the Activities as required in these Minimum Standards.

Approval – Construction of any Improvements must be approved in advance by the City, in accordance with the City's requirements, and any Agency having jurisdiction.

Land – All required Improvements including, but not limited to, Ramp, Paved Tiedowns, facilities, and Vehicle parking (but excluding Fuel Storage Facilities) shall be located on Contiguous Land unless approved by the City.

Operators/Lessees shall have adequate Leased Premises to accommodate all Activities of Operator/Lessee and all approved Sublessees, as required in these Minimum Standards.

Ramp/Paved Tiedowns – Ramp associated with Hangars shall be no less than 125% of the square footage of the largest Hangar of the Contiguous development and able to accommodate the movement of Aircraft into and out of the Hangar and the staging and parking of Aircraft. Ramp/Paved Tiedowns must be:

- separated by no more than a Taxilane which allows entity to taxi or tow Aircraft without traversing a Taxiway or public roadway;
- of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest Aircraft currently and/or anticipated to utilize the Operator’s Leased Premises;
- able to accommodate the Operator’s Aircraft fleet; and
- located so as to provide unimpeded movement of Aircraft in and out of other facilities and/or operating to and from Taxilanes or Taxiways.

If Operator utilizes a Hangar for storing Operator’s Aircraft fleet and Operator does not handle or store customer Aircraft, Tiedowns are not required.

Vehicle Parking – Paved Vehicle parking shall be sufficient to accommodate all Vehicles and Equipment currently utilizing the Operator’s Leased Premises on a daily basis.

- Paved Vehicle parking shall be located in close proximity to Operator’s primary facility and on the Leased Premises.

Hangars – Hangars identified throughout these Minimum Standards shall meet the following minimum door height and door width (in “feet”) requirements (for the type of Aircraft being serviced), unless otherwise stipulated in these Minimum Standards.

	Door Height	Door Width
Single-engine Piston	15	45
Multi-engine Piston	18	60
Turboprop	20	80
Turbojet	28	110

Hangar door heights and door widths may be less if the Hangars are single structures not less than 7,500 square feet, subdivided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for storage of Single-Engine Piston Aircraft.

2.6. Products, Services, and Facilities

To ensure compliance with the Assurances, Operator shall:

- provide products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users and
- charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.



GENERAL REQUIREMENTS

Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user or the volume purchased. In the event of a 14 CFR Part 13 Investigative and Enforcement Procedures or 14 CFR Part 16 Rules of Practice for Federally-Assisted Airport Enforcement Procedures, Operator shall submit a schedule of product, service, and facility pricing to the City within 14 calendar days. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.

Operator shall engage in its Activities in a safe, secure, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar products, services, and facilities at comparable airports.

2.7. Licenses, Permits, Certifications, and Ratings

Operator and Operator's employees shall obtain and comply with, at Operator's or Operator's employee's sole cost and expense, all necessary licenses, permits, certifications, and/or ratings required for the provision of Operator's Activities as required by the City or any other duly authorized Agency having jurisdiction prior to engaging in Activities at the Airport.

- Operator shall keep in effect and post in a prominent place, readily accessible and/or visible to the general public, copies of all necessary or required licenses, permits, certifications, or ratings.
- Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the City within 14 calendar days.

Operators engaged in Activities at the Airport, whether using or occupying Airport land and/or Improvements, shall adhere to the practices recommended by the FAA and shall comply with all Safety Management Systems (SMS) Legal Requirements or directives issued by the City.

2.8. Employees

Operator shall employ a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Operator's Activities.

- The person managing Operator's Activities shall have experience managing similar Activities.

During Operator's Hours of Activities, a qualified, experienced, and professional on-site supervisor shall be Readily Available and authorized to represent and act on behalf of Operator with respect to Operator's Activities. Operator shall have in its employ, on duty, and immediately available during Hours of Activities, properly trained and qualified Employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's Activities.



GENERAL REQUIREMENTS

Operator shall control the conduct, demeanor, and appearance of Operator's employees. It shall be the responsibility of Operator to maintain close supervision over its employees to ensure high quality products, services, and facilities are consistently provided in a safe, secure, efficient, courteous, prompt, and professional manner.

2.9. Aircraft, Equipment, and Vehicles

Aircraft, Equipment, and Vehicles required in these Minimum Standards must be fully operational, in compliance with applicable Legal Requirements, and available at all times and capable of providing all required products and services in a manner consistent with the intended use. Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance as long as:

- fully operational back-up Aircraft, Equipment, or Vehicle is available within a reasonable period of time to provide the required product or service.

2.10. Hours of Activities

Operator's Hours of Activities and contact information for after-hours shall be clearly posted in public view using appropriate and professional signage in accordance with City Code Title IV – Building Codes, Development and Zoning Chapter 4-2 – Signs. Unless otherwise stated in these Minimum Standards, Operator's Activities shall be continuously offered and available to meet reasonable demand of customers for a minimum of eight hours per day Monday through Friday excluding holidays. Unless otherwise stated in these Minimum Standards, Operator's Activities shall be available all other times (after-hours), on-call, with response time not to exceed one hour.

2.11. Security

Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the City including the name of the primary and secondary contacts. One of the contacts shall be available (by telephone) on a 24-hour basis.

- Upon request, Operators must demonstrate written compliance with all relevant and applicable TSA and/or Airport security plan requirements to the City within 14 calendar days.

Operator must comply with applicable reporting requirements as established by the City, federal, state and local agencies.

2.12. Insurance

Operator shall procure, maintain, and pay all premiums throughout the term of Agreement for the applicable insurance coverages and amounts required by Legal Requirements and set forth in Attachment A (Minimum Insurance Requirements) of these Minimum Standards for Operator's Activities. The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State of Texas (with a Best rating of A or above) or be approved in writing by the City.

- When coverages or amounts set forth in Attachment A (Minimum Insurance Requirements) are not commercially available, appropriate replacement coverages or amounts must be approved in writing at least 60 calendar days in advance by the City.
- The City reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures associated with Operator's Activities.

When Operator engages in more than one Activity, the minimum coverages and amounts shall be established by the City and may vary depending on the nature of each Activity or combination of Activities, but shall not necessarily be cumulative.

- While it may not be necessary for Operator to procure and maintain insurance for the combined total of the minimum requirements of each Activity, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or as established by the City.

All insurance, which Operator is required to carry and keep in full force and effect, shall name the City, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers as additional insured.

Liability policies shall contain, or be endorsed to contain, the following provisions.

- "City of Amarillo, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by agent or the City of Amarillo."
- "Such insurance, as to the interest of the City of Amarillo only, shall not be invalidated by any act or neglect or breach of contract of entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to City, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers. Entity's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."

- “Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to the City of Amarillo.”

Companies issuing required insurance policies shall have no recourse against the City for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Operator. Certificates of Insurance for the insurance coverages required by Legal Requirements and set forth in these Minimum Standards shall be delivered to the City upon execution of any Agreement, or when approval is given by the City to conduct Activities. Thereafter, Operator shall provide Certificates of Insurance to the City every 12 months. In addition, Operator shall furnish a Certificate of Insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs.

- The coverages and amounts stipulated herein represent the minimum coverages and amounts that shall be maintained by Operator, at all times, to engage in Activities at the Airport.

Any self-insured Operator shall furnish evidence of such self-insurance and shall defend, indemnify, save, protect, and hold harmless the City in the event of any claims or litigation arising out of the Operator’s Activities. Such evidence shall be reviewed and approved in writing by the City.

Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage amounts appropriate for the type and level of environmental contamination exposure risk, as determined by the City.

2.13. Indemnification and Hold Harmless

Operator shall defend, indemnify, save, protect, and hold harmless the City, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the City for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the City and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the City’s negligence or willful misconduct: (a) any act, omission, or negligence of Operator or Operator’s partners, officers, directors, agents, employees, invitees, or contractors, (b) any use or occupation, management or control of the Operator’s Leased Premises, whether or not due to Operator or Operator’s own act or omission, (c) any condition created in or about the Operator’s Leased Premises after the effective date, and (d) any breach, violation, or nonperformance of the Operator or the Operator’s obligations under any Agreement.



GENERAL REQUIREMENTS

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State of Texas' principles of proportionate responsibility.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Operator or Operator's employees, vendors, suppliers, contractors, or any other entity associated with Operator or in the event any of these entities violates any environmental law, the Operator shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the City, individually and collectively, and its representatives, officers, officials, employees, agents and volunteers.

Nothing herein shall constitute a waiver of any protection available to the City, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers under the State of Texas' governmental immunity act or similar statutory provision.

2.14. Enforcement

In the event an entity fails to comply with these Minimum Standards, the City shall send a written statement of violation to such entity at its last known address. The entity shall have 14 calendar days within which to (a) provide a written statement to the City explaining why the violation occurred and to advise the City that the violation has been corrected or (b) when and how the violation will be corrected. The City, in its sole discretion, has the right to suspend the entity's Activities and/or revoke the entity's privileges at the Airport, as the City deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered any time the entity submits an application, seeks permission, or requests approval from the City. The entity shall pay for any costs incurred by the City, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

2.15. Taxes

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to the Operator's Activities conducted at the Airport.

2.16. Multiple Activities

When more than one Activity is conducted by an Operator at the Airport, the minimum standards or requirements for the combined Activities shall be established by the City.

The minimum standards or requirements for combined Activities shall not be:

- less than the highest standard or requirement for each element (e.g., land, facilities, etc.) within the combined Activities, or
- greater than the cumulative standards or requirements for all of the combined Activities.



3. FIXED BASE OPERATOR

3.1. Introduction

Fixed Base Operator (FBO) – Operator engaged in the sale and delivery of products and services and the Subleasing of facilities including, at a minimum, the following Activities:

Activities	Standard	Notes
Aviation Fuels and lubricants	Yes	May only be provided by an authorized FBO
Aircraft ground handling services	Yes	May only be provided by an authorized FBO
Passenger and crew services	Yes	May only be provided by an authorized FBO
Aircraft storage	Yes	May only be provided by an authorized FBO
Aircraft maintenance	Yes	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Other products, services, or facilities	Yes	May only be provided by an authorized FBO

In addition to the General Requirements set forth in Section 2, FBO shall comply with the following minimum standards set forth in this Section.

3.2. Scope of Activities

Unless otherwise stated in these Minimum Standards, all required products and services shall be provided by FBO’s Employees using the FBO’s Aircraft, Vehicles, Equipment, and resources.

Aviation Fuels and Lubricants – FBO shall sell, deliver, and/or dispense, upon request, the following Aviation Fuels and lubricants utilizing the Fueling Equipment outlined in Section 3.6 into all General Aviation Aircraft and shall be able to deliver and dispense, upon request, into all Air Carrier, government, and military Aircraft using the Airport.

Aviation Fuels and Lubricants	Standard	Notes
Jet Fuel	Yes	
Avgas	Yes	
Lubricants	Yes	
Response time (minutes)	15	From time of customers’ request during required Hours of Activities, except in circumstances or situations beyond the control of the FBO



FIXED BASE OPERATOR

Aircraft Ground Handling Services – FBO shall provide, upon request, the following Aircraft ground handling services for General Aviation Aircraft using the Airport:

Aircraft Ground Handling Services	Standard	Notes
Marshalling arriving and departing Aircraft	Yes	
Parking and tiedown	Yes	
Towing	Yes	
Oxygen	Yes	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Nitrogen	Yes	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Deicing	Yes	
Compressed air	Yes	
Lavatory service	Yes	
Assistance to Disabled Aircraft	Yes	To be provided in compliance with Section 3.12

Passenger and Crew Services – FBO shall provide, upon request, the following passenger and crew services for General Aviation Aircraft using the Airport:

Passenger and Crew Services	Standard	Notes
Concierge services	Yes	
Cabin services	Yes	Includes ice, coffee, newspapers, and other cabin supplies
Baggage handling	Yes	
Courtesy transportation	Yes	Utilizing FBO's Vehicles for passenger, crew, and baggage, as necessary and/or appropriate
Ground transportation arrangements	Yes	Includes limousine, shuttle, rental car, and/or taxi
Accommodation arrangements	Yes	
Catering arrangements	Yes	

Aircraft Storage – FBO shall develop, own, and/or lease facilities for the purpose of Subleasing Aircraft storage facilities. Aircraft storage facility requirements are stipulated in Section 3.3. Leased Premises.



FIXED BASE OPERATOR

Aircraft Maintenance – FBO shall provide Aircraft Maintenance in accordance with Section 4 of these Minimum Standards for the following General Aviation Aircraft:

General Aviation Aircraft	Standard	Notes
Fixed wing: Piston	Yes	
Fixed wing: Turboprop	Yes	
Fixed wing: Turbojet	Line Only	General Aviation Aircraft up to Group III Turbojet Aircraft not exceeding 100,000 pounds maximum gross takeoff weight, see definition of Aircraft Line Maintenance
Part 145 Repair Station	Yes	

- FBO shall be able to provide Aircraft Line Maintenance for all Air Carrier Aircraft utilizing the Airport.
- FBO shall be able to provide wheel, brake, and battery service.
- FBO can meet these requirements by arrangement (and through agreement - a copy of which must be provided to the City) with an authorized Operator who meets the minimum standards for Aircraft Maintenance Operator and operates at the Airport.
- In the absence of an authorized Aircraft Maintenance Operator operating at the Airport, FBO can meet these requirements (by arrangement and through agreement – a copy of which must be provided to the City) with an Independent Aircraft Maintenance Operator (in compliance with Section 11).

3.3. Leased Premises

FBO shall have adequate land and Improvements to accommodate all Activities of the FBO and all approved Sublessees, but not less than the following:

Land and Ramp (square feet)	Standard	Notes
Land	174,240	
Improvements (square feet)	Standard	Notes
Terminal Building (total)	4,000	
<i>Customer area</i>	2,000	Shall include passenger lounge, conference room, crew lounge, flight planning room, vending, and restrooms.
<i>Line/customer service area</i>	400	Shall include adequate space for line/customer service work areas and storage.
<i>Sublease office area</i>	400	Shall be available to accommodate offices, work areas, and storage for Sublessees.
Aircraft Maintenance (total)	8,500	
<i>Customer area</i>	250	Customers shall have immediate access to FBO's customer lounge and restrooms. If immediate access is not available, customer area shall be at least the stipulated square feet, to include adequate space for customer lounge and restrooms.



FIXED BASE OPERATOR

Land and Ramp (square feet)	Standard	Notes
<i>Maintenance area</i>	750	Shall include adequate space for employee work areas, shop areas, and storage for Aircraft parts and equipment.
<i>Maintenance Hangar</i>	7,500	Clear span (on a standalone basis or within another structure) and completely enclosed
<i>Maintenance Hangar door height/width</i>	20'/100'	
Community Hangar (total)	20,000	Clear span (on a standalone basis or within another structure) and completely enclosed
<i>Door height/width</i>	20'/100'	
Ramp	87,120	Ramp, which can be owned, leased, or managed by the FBO, shall be associated with and located immediately adjacent to the FBO Terminal Building.
<i>Paved Tiedowns</i>	15	Adequate to accommodate the number, type, and size of General Aviation Aircraft (Based Aircraft and Transient Aircraft) requiring Tiedown space on the Leased Premises.

3.4. Fuel Storage Facility

FBO shall own or lease a fixed (i.e., not temporary or mobile) above ground Fuel storage facility at the Airport in a location approved by the City. Fuel storage facility shall have total capacity for three days peak supply (excluding special events) of Fuels for Aircraft being serviced by FBO. However, in no event shall the total storage capacity be less than:

Fuel Storage Facility Capacity (gallons)	Standard	Notes
Jet Fuel (minimum total storage capacity)	24,000	
Avgas (minimum total storage capacity)	12,000	

If FBO utilizes a single tank for either type of Fuel, a backup Fuel storage tank must be available within three days of inoperability.

FBO shall demonstrate that satisfactory arrangements have been made with a reputable Fuel supplier for the delivery of Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable peak demands of customers. FBO shall provide the City with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan and Stormwater Pollution Prevention Plan (SWPPP) that meets Legal Requirements for FBO's Fuel storage facilities and Activities. An updated copy of the SPCC Plan and SWPPP shall be filed with the City at least 30 calendar days prior to any scheduled changes in operations. Fuel delivered, stored, or dispensed by FBO shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D 1655 (Jet Fuel) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of FBO.

3.5. Fueling Reports

On or before the 10th calendar day of the subsequent month, FBO shall: (a) provide a summary report to the City identifying the number of gallons of aviation Fuel by Fuel type: (i) purchased by FBO, (ii) delivered to FBO’s Fuel storage facility, and (iii) dispensed by FBO at the Airport to FBO and customer aircraft and (b) pay the appropriate fees due to the City.

Upon request, records shall be made available for review by the City or its designated representative to verify the correct fees have been paid to the City.

3.6. Fueling Equipment

FBO shall have the following Fueling Equipment and associated capacities:

Fueling Equipment	Standard	Notes
Jet Fuel		
<i>Refueling Vehicle(s)</i>	2	
<i>Capacity of 1st Refueling Vehicle (gallons)</i>	5,000	
<i>Capacity of other Refueling Vehicles (gallons)</i>	3,000	
Avgas		
<i>Refueling Vehicle(s)</i>	1	A backup Refueling Vehicle must be Readily Available.
<i>Capacity of Refueling Vehicle (gallons)</i>	750	

Refueling Vehicles shall be equipped with metering devices that meet applicable Legal Requirements. FBO must have the capability to dispense Jet Fuel both over-the-wing and via single point. All Refueling Vehicles shall be bottom loaded. Utilization of mobile (towed) fuel carts is prohibited unless the mobile (towed) fuel cart is being utilized for defueling purposes and consistent with Section 4.6.

3.7. Equipment

FBO shall have the following Aircraft ground handling services Equipment:

Ground Handling Services Equipment	Standard	Notes
Equipment for securing Aircraft on the Ramp	Yes	Including wheel chocks
Towing Vehicle(s)	2	At least one having a rated draw bar capacity sufficient to meet the towing requirements of the heaviest General Aviation Aircraft normally frequenting the Airport
Tow bars/heads	As required	
Oxygen cart(s)	1	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Nitrogen cart(s)	1	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Compressed air unit(s)	1	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Lavatory service cart(s)	1	



FIXED BASE OPERATOR

Ground Handling Services Equipment	Standard	Notes
Aircraft ground power (Direct Current or DC)	2	
Aircraft wash rack	No	
Spill kits	2	Includes necessary Equipment and materials to contain and restrict a Fuel spill and restrict Fuel or other Hazardous Materials from flowing into drains and other areas, in compliance with the FBO's SPCC Plan and SWPPP.
Dry chemical fire extinguisher units	As required	Approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all Hangars, on all Ramp areas, at all Fuel storage facilities, and on all ground handling and Refueling Vehicles and equipment.

FBO shall have the following passenger and crew services Equipment:

Passenger and Crew Services Equipment	Standard	Notes
Ramp transportation Vehicle(s)	1	To be utilized by FBO for transportation of passengers, crew, and baggage to and from destinations on the Ramp to the FBO Terminal Building and/or Vehicle parking area(s).
Courtesy Vehicle(s)	1	Must be able to transport 5 passengers
Crew car(s)	1	To be utilized by crew members for transportation of passengers, crew, and baggage to and from destinations on the Airport to local area resorts, hotels, and restaurants.

3.8. Hours of Activities

FBO Activities (except for Aircraft Maintenance) shall be continuously offered and available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours of Activities	Standard	Notes
Hours	0400 – 0000	
Days per week	7	
Holidays	Yes	
After-hours on-call response time	1 hour	

FBO's Aircraft Maintenance shall be open and services shall be continuously offered and available to meet reasonable demands of the public for this Activity as outlined in Section 2.10.

3.9. Employees

Employees, while on duty, shall be clean, neat in appearance, and at all times, properly uniformed. Uniforms shall identify the name of the FBO. Management and administrative employees shall not be required to be uniformed.

FBO shall have properly trained and qualified Employees to provide the services required herein. Training shall consist of an industry recognized training program.



FIXED BASE OPERATOR

FBO Employees	Standard	Notes
Line service technician(s)		FBO shall have at least one supervisory line service technician (FBO Employee) trained in an FAA approved fire safety program (14 CFR Part 139.321).
<i>1st Shift</i>	3	
<i>2nd Shift</i>	2	
<i>3rd Shift</i>	<i>On-call</i>	Initial response within 1 hour
Customer Service Representative(s)		A line service technician may fulfill the responsibilities of the customer service representative during the 3 rd shift unless the line service technician is performing duties off-Airport.
<i>During Hours of Activities</i>	1	

FBO (or authorized Aircraft Maintenance Operator) shall comply with the Aircraft Maintenance Employee requirements identified in Section 4.

3.10. Standard Operating Procedures

FBO shall develop and maintain Standard Operating Procedures (SOP). FBO's SOP shall include, at a minimum, a training plan, Fuel quality assurance procedures and associated record keeping, and emergency response procedures to Fuel spills and fires, and Aircraft ground handling procedures.

FBO's SOP shall also address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking and labeling of (and controlling access to) Refueling Vehicles, Fueling Equipment, and Fuel storage facilities.

City may request a copy of or to review FBO's SOP at any time.

Fuel storage facilities and Fueling Equipment shall be equipped and maintained to FBO's SOP and shall comply with applicable Legal Requirements and industry best practices including, without limitation, those prescribed by:

- National Fire Protection Association (NFPA) Codes;
- 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
- applicable Advisory Circulars (ACs) including AC 00-34 "Aircraft Ground Handling and Servicing", AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport", and AC 150/5230-4A "Aircraft Fuel Storage, Handling, and Dispensing on Airports".



3.11. Aircraft Removal

Recognizing that Aircraft removal is the responsibility of the Aircraft Owner or Aircraft Operator, FBO shall be prepared to lend assistance within 30 minutes from the time a request is made by the City or the Aircraft Owner or Aircraft Operator in order to maintain the operational readiness of the Airport. FBO shall prepare an Aircraft removal plan to assist in removing up to and including the following Aircraft:

Aircraft Removal	Standard	Notes
Aircraft Design Group	Group II Turbojet	



AIRCRAFT MAINTENANCE OPERATOR (SASO)

4. AIRCRAFT MAINTENANCE OPERATOR (SASO)

4.1. Introduction

Aircraft Maintenance Operator – Operator engaged in providing Aircraft Maintenance for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

4.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees, but not less than the following based on the type of Aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)	28,000	
Customer, Administrative, and Maintenance area	1,200	Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.
Customer area		Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include adequate space for customer lounge and restrooms.
<i>Lessee</i>	250	
<i>Sublessee</i>	Immediate Access	
Hangar	10,000	Shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest General Aviation Aircraft being serviced, whichever is greater.

4.3. Licenses and Certification

Operator shall be properly certificated by the FAA as a Repair Station (as defined by 14 CFR Part 145).

4.4. Employees

Operator shall employ the number of Employees as required by 14 CFR Part 145.

4.5. Equipment

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer’s specifications and applicable FAA regulations.



AIRCRAFT MAINTENANCE OPERATOR (SASO)

4.6. Defueling

Operator may only defuel Aircraft if necessary for Aircraft Maintenance. Additionally, Operator may refuel the defueled Aircraft following provision of required Aircraft Maintenance. Defueling and refueling shall not be construed to permit Operator to engage in the sale of Fuels as this Activity is specifically reserved for an FBO (see Section 3).

Operator conducting defueling and refueling of Aircraft shall have adequate and proper Fuel storage, provide the City with a SPCC Plan and SWPPP for defueling, refueling, and fuel storage, and conform with Section 3.4., Section 3.5., and Section 3.10.



**AVIONICS OR INSTRUMENT
MAINTENANCE OPERATOR (SASO)**

5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

5.1. Introduction

Avionics or Instrument Maintenance Operator – Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments) for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

5.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees.

For Operators performing benchwork only (i.e., no removal or replacement services are being performed), the minimum Leased Premises requirements, which are not cumulative, are as follows.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)	10,000	
Customer, Administrative, and Maintenance Area	1,200	Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.
Customer area		Customer area is a subset of the Customer, Administrative, and Maintenance area
<i>Lessee</i>	250	Shall include adequate space for customer lounge and restrooms
<i>Sublessee</i>	<i>Immediate access</i>	Shall include customer lounge and restrooms

For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimum facility requirements are as follows.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)	28,000	
Customer, Administrative, and Maintenance area	1,200	Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.
Customer area		Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include adequate space for customer lounge and restrooms.
<i>Lessee</i>	250	



**AVIONICS OR INSTRUMENT
MAINTENANCE OPERATOR (SASO)**

Leased Premises (square feet)	Standard	Notes
<i>Sublessee</i>	Immediate Access	
Hangar	10,000	Shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest General Aviation Aircraft being serviced, whichever is greater.

5.3. Licenses and Certifications

Operator shall be properly certificated by the FAA as a Repair Station, as defined by 14 CFR Part 145. Employees shall be property certificated by the FAA and the Federal Communications Commission, current, and hold the appropriate ratings for the work being performed.

5.4. Employees

Operator shall employ the number of Employees as required by 14 CFR Part 145.

5.5. Equipment

Operator shall provide Equipment, supplies, and parts as defined by 14 CFR Part 145.

6. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

6.1. Introduction

Aircraft Rental Operator – Operator engaged in the rental of Aircraft to the public.

Flight Training Operator – Operator engaged in providing flight instruction to the public. A person holding a current FAA Certified Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Owner’s Aircraft and is not compensated by the Aircraft Owner or any other party and does not make Flight Training available to the public, shall not be deemed a Commercial Activity.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

6.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)		
<i>Without hangar</i>	10,000	
<i>With hangar</i>	28,000	
Customer area		
<i>Lessee</i>	500	Shall include adequate space for customer lounge, class/training rooms, and restrooms.
<i>Sublessee</i>	<i>Immediate access</i>	Shall include adequate space for class/training rooms and immediate access to customer lounge and restrooms.
Administrative area	250	Shall include adequate and dedicated space for administrative work areas and storage.
Self-maintenance		Only for Operators engaged in self-maintenance. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 4).
<i>Maintenance area</i>	360	Shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.
<i>Hangar</i>	3,600	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest Aircraft in Operator’s fleet at the Airport maintained by the Operator, whichever is greater.



6.3. Licenses and Certifications

Employees performing Aircraft proficiency checks and/or Flight Training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the Aircraft being utilized and/or Flight Training being provided.

Flight Training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

6.4. Employees

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Aircraft Rental Operator		
<i>Employee(s)</i>	<i>1</i>	
<i>Customer Service Representative(s)</i>	<i>1</i>	An employee may fulfill the responsibilities of the customer service representative unless the employee is performing duties off-Airport.
Flight Training Operator		
<i>Flight Instructor(s)</i>	<i>1</i>	
<i>Certificated ground school instructor(s)</i>	<i>1</i>	Capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating. May be fulfilled by a properly certified Flight Instructor.
<i>Customer Service Representative(s)</i>	<i>1</i>	A flight instructor may fulfill the responsibilities of the customer service representative unless the flight instructor is performing duties off-Airport.

6.5. Equipment

Operator shall have the following number Aircraft available for rental or Flight Training, as applicable. All Aircraft shall be owned or leased by Operator (and operated under the full and exclusive control of Operator).

Equipment	Standard	Notes
Aircraft Rental Operator Aircraft		
<i>Fixed wing: single-engine</i>	<i>2</i>	One Aircraft must be IFR capable and four place.
Flight Training Operator Aircraft		
<i>Fixed wing: single-engine</i>	<i>2</i>	One Aircraft must be IFR capable.

Flight Training Operators shall provide training aids necessary to provide ground school instruction.



6.6. Hours of Activities

Operator shall be open and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours of Activities	Standard	Notes
Hours	8	Per day
Days	6	Per week
Holidays	No	
After-hours	Yes	Prior arrangement

6.7. Insurance Disclosure Requirement

Any Operator conducting Aircraft rental or Flight Training shall post a notice (and incorporate within its rental and instruction agreements) that: (a) identifies the insurance coverages provided to the renter or student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the renter or student that additional insurance coverage is available (i.e., that the renter or student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the City.



7. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

7.1. Introduction

Aircraft Charter Operator – Operator engaged in on-demand common carriage for persons or Property including Air Ambulance services (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125).

Aircraft Management Operator – Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

7.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)		
<i>Without hangar</i>	10,000	
<i>With hangar</i>	28,000	
Customer area		
<i>Lessee</i>	500	Shall include adequate space for customer lounge and restrooms
<i>Sublessee</i>	Immediate access	Shall include customer lounge and restrooms
Administrative area	250	Shall include adequate and dedicated space for administrative work areas and storage
Self-maintenance		Only for Operators engaged in self-maintenance. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 4).
<i>Maintenance area</i>	360	Shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.
<i>Hangar</i>	3,600	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by the Operator, whichever is greater.



AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

7.3. Licenses and Certifications

Aircraft Charter Operators shall have and provide copies to the City of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Anytime certifications or approvals are modified, the updated documentation reflecting the changes shall be provided to the City within three calendar days.

7.4. Employees

If certificated to engage in on-demand common carriage for persons or Property, Aircraft Charter Operator shall employ the number of Employees as required by 14 CFR Part 135. If certificated to engage in private carriage, Aircraft Charter Operator shall employ the number of Employees as defined in 14 CFR Part 125.

Aircraft Management Operator shall, at a minimum, employ the following number of Employees who shall be available during required hours of activities as follows:

Employees	Standard	Notes
Commercial Pilot(s)	1	If providing pilot services
Customer Service Representative(s)	1	A commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off-Airport.

7.5. Equipment

Aircraft Charter Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least one airworthy Aircraft for the type of Aircraft charter service being provided which shall be equipped for and fully capable of flight under instrument conditions.



**AIRCRAFT CHARTER OR
AIRCRAFT MANAGEMENT OPERATOR (SASO)**

7.6. Hours of Activities

Operator shall be open and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours of Activities	Standard	Notes
Hours	8	Per day
Days	5	Per week
Holidays	No	
After-hours	Yes	Initial response within 1 hour

For Aircraft Charter Operator, after-hours, on-call response time is as follows. Each response time is predicated upon the previous step, initialized upon customer inquiry.

After-hours, On-Call Response Time	Standard	Notes
Response to customer inquiries	1 hour	
Provision of trip quote	1 hour	
Flight initiation	2 hours	Notwithstanding circumstances beyond Operator's control (e.g., aircraft availability, weather, etc.), Operator shall be able to initiate the flight within the time period identified.

8. AIRCRAFT SALES OPERATOR (SASO)

8.1. Introduction

Aircraft Sales Operator – Operator engaged in the sale of new and/or used Aircraft. This excludes individuals selling personally owned Aircraft, unless the individual purchases Aircraft for the primary purpose of resale.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

8.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)		
<i>Without hangar</i>	10,000	
<i>With hangar</i>	28,000	
Customer area		
<i>Lessee</i>	500	Shall include adequate space for customer lounge and restrooms
<i>Sublessee</i>	Immediate access	Shall include customer lounge and restrooms
Administrative area	250	Shall include adequate and dedicated space for administrative work areas and storage
Self-maintenance		Only for Operators engaged in self-maintenance. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 4).
<i>Maintenance area</i>	360	Shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.
<i>Hangar</i>	3,600	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by the Operator, whichever is greater.

8.3. Dealership

Operator, who is an authorized factory sales franchise, dealer, or distributor either on a retail or wholesale basis, shall have available or shall make available with reasonable advance notice at least one current model demonstrator of Aircraft in each of its currently authorized product lines.



8.4. Licenses and Certifications

Employees shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft offered for sale.

8.5. Employees

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Commercial Pilot(s)	1	
Customer Service Representatives	1	A commercial pilot may fulfill the responsibilities of the customer service representative unless the commercial pilot is performing duties off-Airport.

8.6. Hours of Activities

Operator shall be open and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours of Activity	Standard	Notes
Hours	8	Per day
Days per week	5	Per week
Holidays	No	
After-hours	Yes	Prior arrangement

8.7. Sales Guarantee or Warranty

Operator shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.



AIRCRAFT STORAGE OPERATOR (SASO)

9. AIRCRAFT STORAGE OPERATOR (SASO)

9.1. Introduction

Aircraft Storage Operator – Operator that owns (or leases) an Aircraft storage facility and/or associated office or shop space and sells (or Subleases) such space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

9.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)	28,000	
Hangar	10,000	Shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest General Aviation Aircraft being serviced, whichever is greater.

9.3. Hours of Activity

Operator shall ensure the facilities are available for use (and readily accessible) 24 hours a day, 7 days a week including holidays.



INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)

10. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)

10.1. Introduction

Independent Aircraft Maintenance Operator – Operator engaged in providing limited Aircraft Maintenance for airframe and powerplant on the Airport for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator, but does not lease or sublease land or Improvements at the Airport.

In addition to the General Requirements set forth in Section 2 (excluding Section 2.5 and Section 2.10), each Independent Aircraft Maintenance Operator shall comply with the following minimum standards set forth in this section.

10.2. Limitations

As determined by the City in its sole discretion, if an Aircraft Maintenance Operator is fully meeting the demand for Aircraft Maintenance, Independent Maintenance Operators may be prohibited at the Airport.

An Independent Maintenance Operator shall only provide Aircraft Maintenance to Based Aircraft and shall not solicit Transient Aircraft for any reason. However, at the request of an FBO or Aircraft Maintenance Operator, an Independent Aircraft Maintenance Operator may provide Aircraft Maintenance to Transient Aircraft.

10.3. Location

Independent Maintenance Operator shall only provide maintenance from an Aircraft Maintenance Operator facility or in locations designated and approved in writing by the City. These locations (including any Improvements) must meet applicable Regulatory Measures for the type of Aircraft Maintenance being provided.

10.4. Licenses and Certifications

Independent Maintenance Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed. Independent Maintenance Operator shall have a General Aviation Operator Permit, as required in Section 13.



INDEPENDENT FLIGHT TRAINING OPERATOR (SASO)

11. INDEPENDENT FLIGHT TRAINING OPERATOR (SASO)

11.1. Introduction

Independent Flight Training Operator – Operator, as an individual, providing Flight Training to the general public at (originating from) the Airport, but does not lease or Sublease land or Improvements at the Airport.

A person holding a current FAA Certified Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Owner's Aircraft and is not compensated by the Aircraft Owner or any other party and does not make Flight Training available to the public, shall not be deemed a Commercial Activity.

11.2. Limitations

As determined by the City in its sole discretion, if a Flight Training Facility Operator is fully meeting the demand for Flight Training, Independent Flight Training Operators may be prohibited at the Airport.

11.3. Location

Independent Flight Training Operator shall only provide ground school instruction or in locations designated and approved in writing by the Airport Manager.

11.4. Licenses and Certifications

Independent Flight Training Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the Aircraft being utilized and/or Flight Training being provided and provide proof of such certification upon demand of the Airport Manager.

Independent Flight Training Operator shall be properly certificated as ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating. Independent Flight Training Operator shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.

11.5. Equipment

Independent Flight Training Operator shall have access to one properly certified and airworthy Aircraft, which must be IFR capable (unless Independent Flight Training Operator is only providing sport pilot training).

12. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

12.1. Introduction

This Section pertains to SASOs engaging in the following Activities.

Limited Aircraft Services and Support – are defined as limited Aircraft, engine, or accessory services and support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.).

Experimental Aircraft Services and Support – are defined as construction assistance to owners of experimental and/or amateur-built Aircraft (as defined in 14 CFR Section 21.191).

Miscellaneous Commercial Services and Support – are defined as ground instruction, simulator training, scheduling and dispatching, or any other related Commercial services and support Activities.

Other Air Transportation Services for Hire – are defined as non-stop sightseeing flights (flights which begin and end at the Airport and are conducted within a 25 statute mile radius of the Airport); flights for aerial photography or survey, firefighting, and power line, underground cable, or pipe line patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

12.2. Leased Premises

Operator shall have adequate land and Improvements, as appropriate and as agreed to by the City, to accommodate all Activities of Operator and all approved Sublessee(s).

12.3. Employees

Operator shall provide a sufficient number of employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Activities.

12.4. Equipment

Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient Vehicles, Equipment, and, if appropriate, one certified and continuously airworthy Aircraft.

Operator shall have sufficient materials and/or supplies available to support the Activities.

12.5. Hours of Activity

Operator shall be open and services shall be available during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports.

Operator shall be available to meet the reasonable demands of customers for the Activities.



13. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

13.1. Introduction

The City recognizes that Aircraft Owners or Aircraft Operators may, from time to time, have specialized aviation service requirements (i.e., Aircraft Maintenance, Flight Training, etc.). When specialized aviation service is required, but is not available at the Airport through existing Operators due to the specialized nature of the aviation service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the City may allow an Aircraft Owner or Aircraft Operator to solicit and utilize the services of a qualified and experienced entity to provide said services.

- Aircraft Owner or Aircraft Operator shall initialize the process by informing the City about the specialized aviation service requirement, the timeframe for the provision of services, and the Temporary Specialized Aviation Service Operator to provide such services.
- Aircraft Owner or Aircraft Operator shall be responsible for assuring the Temporary Specialized Aviation Service Operator complies with all Legal Requirements while on the Airport.

In addition to the applicable General Requirements set forth in Section 2 (which exclude Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

13.2. Scope of Activity

Operator shall conduct Activities on the Leased Premises of the Aircraft Owner or Aircraft Operator or in a location approved by the City in a safe, secure, efficient, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar services at comparable airports.

13.3. General Aviation Operator Permit

Prior to engaging in Activities at the Airport, Operator must obtain a General Aviation Operator Permit from the Director of Aviation for a specific period of time (typically no more than 30 calendar days). Renewal shall be subject to the Operator's compliance with all terms and conditions of the approved General Aviation Operator Permit.

Operator shall comply with all requirements for the permitted Activities and limit the service provided to the entity, area, and time period identified in the approved General Aviation Operator Permit.

Aircraft Operators requiring after-hours or weekend service by a Temporary Specialized Aviation Service Operator must notify the City prior to Operator engaging in Activities on the Airport.

14. GENERAL AVIATION OPERATOR PERMIT**14.1. Application**

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the General Aviation Operator and Lessee Application (Application) and submit the Application to the Director of Aviation and obtain a General Aviation Operator Permit (Permit) from the City prior to engaging in the desired Activities.

Applicant shall submit all of the information requested in the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the Director of Aviation in order to properly and fully evaluate the Application and facilitate an analysis of the prospective operation.

No Application will be deemed complete that does not provide the City with the information, data, and/or documentation necessary to enable the City to make a meaningful assessment of Applicant's desired Activities and determine whether or not the Applicant's desired Activities will comply with all applicable Legal Requirements and be compatible with the Airport Layout Plan.

Following review and approval by the City and subject to the Applicant complying with all requirements, a Permit will be issued by the City.

14.2. Approved General Aviation Operator Permit

The Permit will be valid for the time period indicated in the Permit as long as Operator meets the following requirements.

- The information submitted by Operator is and remains current. Operator shall notify the City in writing within 21 calendar days of any change to the information submitted by Operator.
- Operator remains in full compliance with all applicable Legal Requirements and the terms and conditions of the Permit.

The Permit may not be assigned or transferred and shall be limited solely to the approved Activities identified in the Permit.

For Lessees, the Permit shall be incorporated by reference into the Lessees' Agreement. The breach of any portion of the Permit, including the Application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the City the option to terminate the Permit and/or the Agreement.

14.3. Existing Operator with an Existing Agreement

No Change in Scope of Activities – Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an Application provided that Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Legal Requirements.



GENERAL AVIATION OPERATOR PERMIT

Change in Scope of Activities – Prior to engaging in any new Activity not permitted under an existing Agreement or Permit or changing or expanding the scope of Activities permitted under an existing Agreement or Permit, Operator shall complete and submit an Application to, and receive a Permit from, the City prior to conducting new Activity(ies) not permitted under an existing Agreement or Permit.



**ATTACHMENT A
MINIMUM INSURANCE REQUIREMENTS**

15. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

Rick Husband Amarillo International Airport		Fixed Base Operator	Aircraft Maintenance Operator	Independent Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Independent Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Aircraft Storage Operator	Other Commercial Activities	Temporary Specialized Aviation Service Operator
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)												
Each Occurrence	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Unlicensed Vehicles	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
BUSINESS AUTOMOBILE LIABILITY (Combined Single Limit, Each Occurrence) *												
Non-Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Movement Area	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
HANGAR KEEPER'S LEGAL LIABILITY (Largest Aircraft Accommodated) **												
SE and ME	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Piston	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Turboprop	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Group I	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
Group II	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
Group III	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Turbojet	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Group I	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Group II	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Group III	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000
Turbojet	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000
Group III ***	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)												
SE Piston						\$1,000,000/\$100,000 sub limit per person					As required	As required
ME Piston						\$1,000,000/\$100,000 sub limit per person					As required	As required
Turboprop						\$5,000,000/\$250,000 sub limit per person					As required	As required
Turbojet/Group I						\$5,000,000/\$250,000 sub limit per person					As required	As required
Turbojet/Group II						\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	As required	As required
Turbojet/Group III ***						\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	As required	As required
Student and Renters						\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	As required	As required
ENVIRONMENTAL LIABILITY (Combined Single Limit)												
	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000							
WORKER'S COMPENSATION												
Limits Based Upon Statutory Requirements												

* If entity operates any vehicle(s)

** Required for Operators possessing the care, custody, and control of non-owned Aircraft

*** Includes Aircraft Design Group M, Group V, and Group VI



E

Amarillo City Council Agenda Transmittal Memo



Meeting Date	12/05/2017	Council Priority	Inter-local Agreement for Security and Peace Officers
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Department	Police Department	Contact Person	Col. Ken Funtek
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Agenda Caption

Inter-local Agreement between APD and CISD – Inter-Local Agreement between the Amarillo Police Department and Canyon Independent School District for School Resource Officers.

Agenda Item Summary

The Inter-local agreement provides for Amarillo Police Department to supply two(2) police officers during the school year assigned by mutual agreement. The purpose of the Agreement is to ensure the safety and welfare of AISD of students and personnel. This agreement is a one year agreement which automatically renews for additional one-year periods through July 31, 2027.

Requested Action

Approval of the Inter-local Agreement to be signed by City Manager.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

This item is recommended for approval by the City Manager

State of Texas
County of Randall

**INTERLOCAL AGREEMENT FOR SECURITY
AND PEACE OFFICERS**

Pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 *et.seq.* (the "Act"), the City of Amarillo ("City") and the Canyon Independent School District ("CISD"), each being a unit of "Local Government" as defined by the Act, make and enter into this Agreement for the purposes and consideration as set forth below.

WITNESSETH:

WHEREAS, CISD and the City have previously instituted a cooperative School Resource Officer Program ("Program") at CISD schools, and

WHEREAS, CISD and the City desire to continue a cooperative Program to help ensure school safety, and expand and clarify the roles and responsibilities of the City and CISD; and

WHEREAS, the City has full-time commissioned peace officers in its employ capable of providing CISD security and police protection services; and

WHEREAS, the Act authorizes the City and CISD to contract with one another for police protection, related administrative functions and other governmental functions in which they are mutually interested, and

WHEREAS, the CISD Board of Trustees has found, and hereby declares, it is in need of security personnel and law enforcement services to: (1) protect the safety and welfare of its students, employees, and other persons authorized to be on CISD property or at CISD sponsored events or activities; and (2) protect the real and personal property of CISD; and

WHEREAS, the CISD Board of Trustees desires to utilize the security and law enforcement services and personnel of the City for those functions and purposes; and

NOW, THEREFORE, in consideration of the premises and of the terms and the mutual provisions herein contained, the City and CISD hereby agree as follows:

I. PURPOSE

The Primary purpose of this Agreement is for CISD to secure the services of commissioned peace officer ("Officers") to provide for the safety and welfare of CISD students and personnel; to foster positive relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; and to protect its property.

II. SERVICES AND OBLIGATIONS OF CITY

The City, through the Officers, shall provide CISD the following services and related activities:

Law Enforcement Services

2.1 Beginning the 2017-2018 school year, APD will provide two (2) police officers to work during the school year. Officers will be assigned to work at a designated CISD school location within Amarillo City limits. The assigned location will be determined by mutual agreement of the APD supervisor and CISD representative.

2.2 The Officers will work an eight (8) hour duty day on instructional days during the regular school term with specific reporting/exit times to be determined by mutual consent of CISD and the Amarillo Police Department. Exceptions to such duty may arise when an assigned Officer is in required training or is otherwise temporarily required elsewhere as determined by the City. Summer school Officer coverage will be mutually agreed upon by the Parties.

2.2.1 In the two weeks before CISD begins school, the City shall endeavor to make Officers available, upon request by CISD, to provide services as set forth herein.

2.3 The Officers shall monitor access to CISD property and assist in limiting access to authorized persons.

2.4 The Officers shall assist CISD personnel in protecting the property of CISD and the security and safety of its students and personnel in accordance with the duties of a commissioned peace officer of the City.

2.5 The Officers shall investigate and/or deter the commission of criminal acts that may occur on CISD property and within their hereinafter-described jurisdiction.

2.6 The Officers shall work with the assigned APD officer Student Crime Stopper Coordinator to coordinate the Crime Stoppers Program.

2.7 The Officers shall serve as liaisons between CISD schools and the City's Police Department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system.

2.8 The Officers shall provide a highly visible, crime deterrent on CISD properties, in buildings, in parking lots, and on athletic fields.

2.9 The Officers shall attempt to detect and identify the early signs of deviant behavior associations.

2.10 The Officers shall follow legally appropriate procedures prior to seeking access to student records or searching student property.

2.11 The Officers shall be present, upon request, when a school administrator is conducting a search of a student and the school administrator has grounds to believe that

the search will discover evidence of a weapon (e.g. guns) or other dangerous item that could cause potential bodily injury to the school administrator, school personnel, or students.

2.12 The Officers will perform other duties as assigned by the Chief of Police.

Education Services

2.13 The Officers shall participate as resource persons in the classroom, at assemblies, with parent groups, teach a class, lead a discussion, or offer information on law enforcement topics, campus security, or other Police Department programs.

Public Relations

2.14 The Officers shall provide assistance to neighborhood merchants and residence regarding school related problems.

2.15 The Officer shall, upon request and approval by the Amarillo Police Department, provide presentations to civic groups on topics ranging from the Program to information about gang activities and gang intervention strategies.

2.16 The officers shall provide interpretation of the function and purpose of the Program for the community.

Guidance Services

2.17 The Officers shall assists in providing guidance and direction to students, parents, and CISD staff in law enforcement matters.

2.18 The Officers shall meet with campus administrators at each of their assigned school to discuss campus goals related to student behavior, discipline, and student management. While the Officers are not responsible for these areas, an understanding of campus goals may help Officers identify and report relevant information to the campus administrator.

2.19 The Officers shall meet at the school with parents of school students with potential law enforcement problems.

2.20 The officer shall make pertinent literature available to students, e.g. Crime Stopper pamphlets.

III. JURISDICTION

3.1 The City will provide Officers at CISD schools within the city limits of Amarillo.

3.2 Infractions of school rules should be reported by the Officers to the appropriate school officials.

IV. QUALIFICATIONS; ASSIGNMENTS

The Officers assigned by the City shall have the following qualifications:

4.1 Must continually satisfy all minimum standards for peace officers established from time to time by the Texas Commission of Law Enforcement Officer Standards and Education and additional standards, if any, of the City's Police Department.

4.2 Satisfactory knowledge of juvenile laws and procedures.

4.3 Demonstrated ability to communicate effectively.

4.4 Demonstrated ability to develop sincere relationships with students.

4.5 Initial selection and assignment of the Officers will be at the City's discretion. Continued assignment at the specific school will be subject to maintaining a satisfactory working relationship with the CISD campus principal.

4.6 The City and CISD shall work cooperatively to ensure the rotation of officers does not disrupt the Program. The Parties recognize the importance of relationships between Officers, CISD leadership, campuses and students, and will work to ensure consistency of assignment to best serve the Program. To accomplish this, the lead supervisor of the Officers and Officers will serve on no less than a ten year rotation, subject to 4.5 above.

V. EMPLOYEES OF THE CITY

5.1 All Officers furnished by the City are employees of the City and will, at all times, be subject to the supervision and control of the City's Chief of Police and shall be responsible to the chain of command of the Police Department. The City shall be solely responsible for the hiring, discipline, and dismissal of Officers relating to employment with the City. The City and its Officers shall be deemed contractors of CISD and not an agent or representative of CISD.

5.2 All Officers furnished by the City have the protections of the City as the primary responsibility. Therefore, at any time when there is need for more police personnel for protection of the City, all or a portion of the Offices may be removed from schools for a temporary period until those officers are no longer required for the reasonable protection of the City. *See 6.6 for adjustment of costs if this paragraph is utilized.*

5.3 The supervisory personnel of the Officers who are responsible for their direct supervision shall be available at all reasonable times to report and confer with designated CISD officers.

5.4 The supervisory personnel of the Officers will periodically confer with campus administrators to discuss the performance of the Officers assigned to their respective campus.

VI. SERVICES AND OBLIGATIONS OF CISD

CISD shall fulfill the following obligations in return for the City's performance of the foregoing services:

6.1 At the instruction of CISD's Assistant Superintendent of Business and Operations, campuses must provide:

(1) an office that is enclosed, lockable, secured, private and allows for confidential conversations to occur; (2) a desk with drawers; a chair; office supplies as needed; a file which can be locked and secured; and (3) telephone for the Officers at each designated campus, together with the support of the professional staff as reasonably necessary to efficiently aid the Officers in the performance of their duties described in this Agreement. The office shall be located in an area selected by the supervisory personnel of the Officers and CISD's Assistant Superintendent of Business and Operations. At the high schools, the office shall include the appropriate equipment necessary to allow video feed from campus security cameras to be visible to the Officer, for premises monitoring purposes.

6.2 The City shall invoice CISD and CISD shall pay an amount equal to 75% of the salaries and benefits paid by the City to the Officers assigned to campuses for the year (i.e., excludes the supervisory personnel of the Officers). Records to substantiate these amounts shall be paid in four installments on: October 31, December 31, March 31, and June 30. Vehicle and equipment costs are set forth in Exhibit "A." CISD will pay each Officer \$500 per year for a cell phone allowance. In exchange for the allowance, the Officer must provide CISD's Assistant Superintendent of Business and Operations with his/her current cell phone number.

6.3 Payments for the above described governmental services must be made from current revenues available to the CISD. Notwithstanding any provision to the contrary contained in this Agreement, it is understood and agreed that the payments to be made in each fiscal year during the term hereof are payable only out of current designated and lawfully appropriated funds of CISD for that fiscal year. A Party shall have no right of actions against the other Party in the event the other Party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding to pay for its obligations hereunder from any source utilized to fund this Agreement or from failure of the party to budget or authorize this Agreement during the current or any future fiscal year. In the event a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, the other Party may immediately terminate this Agreement. The Parties to remit and reasonably believe that money in an amount sufficient to remit all payments under this Agreement can and will lawfully be appropriated. The Parties acknowledge that appropriation of moneys for the payments beyond the current fiscal year is a governmental function to which neither can contractually commit and this Agreement does not constitute (i) a multiple-fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on tax or general revenues. If either Party's governing board does not approve an appropriation of funds for the payment of payments coming due during the following fiscal year(s), (30) days prior written notice of such non-appropriation and the resulting termination of the Agreement must be given to the other Party. The Parties acknowledge that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the services.

6.4 Following City of Amarillo protocol for the contracting officers, CISD may contract directly with Officers or any other City police officer for extracurricular and/or summer events (including summer school sessions) as needed, at a mutually agreed upon rate. CISD will issue 1099s for any Officer employed for said services. In this capacity, the Officers (including other City police officers) are acting as City Police Officers, are covered by City insurance, and are subject to the applicable terms of this Agreement.

6.5 In the event that one or more Officers are removed from service at a CISD location or function due to a provision set forth in 5.2, the CISD will not be required to compensate the City for the affected Officer. The final installment payment will be adjusted for any such removal.

6.6 Subject to approval by CISD's Assistant Superintendent of Business and Operations, CISD shall be responsible for funding one (1) training per Officer, per year. Training shall be relevant to the School Resource Officer's duties.

6.7 Subject to any restrictions in the Family Education Rights and Privacy Act, the Individuals with Disabilities Education Improvement Act, Section 504 of the Rehabilitation Act, and any other applicable law, campus principals or designees will endeavor to make Officers aware of any special needs or restrictions of students with disabilities that may have an impact on the Officers' interaction with such students.

VI. TERM

7.1 This Agreement shall become effective upon execution and shall renew for additional one-year periods through July 31, 2027. Each annual term of this Agreement shall end July 31 of the then-current year. This Agreement may be terminated without cause by either Party upon written notice to the other Party not later than the 28th day of February of the then current one-year period. The Parties may mutually agree to terminate this Agreement with less notice if approved by the governing body of both Parties. Notice shall be delivered in accordance with Section 8. In the event this Agreement is terminated, compensation shall be made to the City for all services performed to the date of termination. If this Agreement is not terminated as set forth herein, termination shall automatically occur July 31, 2027.

VII. NOTICES AND ADMINISTRATION

All notices, communications and reports required or permitted under this Agreement shall be deemed given if sent in writing and delivered to the addresses set forth below, by certified mail, return receipt requested, or by a recognized commercial carrier, such as UPS or FedEx.

If to CISD:
Asst. Superintendent
Of Business and Operations
Canyon ISD
3301 N 23rd Street
Canyon, Texas 79015

If to City:
Chief of Police
Amarillo Police Department
200 SE Third Avenue
Amarillo, Texas 79101-1514

VIII. LIABILITY

8.1 The City shall be responsible for complying with the Texas Workers' Compensation Act.

8.2 To the extent permitted by law and without waiving sovereign immunity, other Immunities, or any defenses provided by law, each Party shall be responsible for any and All claims, demands, suits, actions, damages and caused of action related to or arising out of or in any way connection with their own actions, and the actions of their respective personnel in the performance of this Agreement. Each Party agrees to obtain general liability, public officials' liability and law enforcement liability, as/if applicable, or maintain a comparable self-insurance program.

IX. MISCELLANEOUS PROVISIONS

9.1 *Venue; Applicable Law.* The obligations of the Parties are performable in Canyon, Texas, and if action is necessary to enforce same. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas. Any dispute arising under this Agreement shall be resolved in Randall County, Texas or the federal court of the Northern District of Texas – Amarillo Division, as appropriate.

9.2 *Entire Agreement; Amendment.* This Agreement and Exhibit A set forth the entire agreement between the Parties concerning the subject matter hereof. There are no representations, either oral or written, between the Parties other than those contained in this Agreement. No amendment to this Agreement or Exhibits shall be binding upon a Party hereto unless the amendment is in writing and executed by an authorized representative of each Party.

9.3 *Compliance With Law.* Notwithstanding any contrary provision in this Agreement, City and Officers must comply with applicable federal (including, but not limited to, the Family Educational Rights and Privacy Act), state and local laws in providing the services contemplated herein. This includes, but is not limited to, any requirements set forth in Texas Education Code Chapter 22 (relating to Criminal History Records duties).

9.4 *Severability.* In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, invalid, void, unenforceable, or in contravention of any applicable law, the remainder of this Agreement shall remain in full force and effect, and this Agreement shall be considered as if such illegal, invalid, void, unenforceable, or in contravention of any applicable law provision had never been contained in the Agreement.

9.5 *No Third Party Beneficiary.* Nothing in the Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to the Agreement.

9.6 *No Waiver – Defenses or Immunities.* Nothing in this Agreement shall be construed as a waiver of either Party's defenses or immunities available under Federal or State law, including but not limited to those set forth in the Texas Education Code or the Texas Civil Practices and Remedies Code. By execution of this Agreement, the City does not waive or surrender any of its governmental powers.

9.7 *No Waiver – Performance.* The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall

not constitute a waiver of either Party's respective right to insist upon appropriate performance.

9.8 *Arm's Length.* This Agreement is deemed to have been prepared jointly by the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against either Party.

9.9 *Force Majeure.* The City and CISD shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to *force majeure* or other causes beyond their reasonable control, including, but not limited to, compliance with any law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority and/or similar causes.

9.10 *Assignment.* This Agreement is not assignable by either Party, and shall be binding on the Parties, their officers and employees, and any successors in interest.

9.11 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute on and the same instruments.

9.12 *Captions.* The captions to the various clauses of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.

Executed this _____ day of _____, 2017.

Approved and agreed to for the **City of Amarillo:**

By: _____

Title: _____

Approved and agreed to for the **Canyon Independent School District:**

By: _____

Title: _____

Exhibit "A"

CISD will be responsible for the costs related to the two police vehicles, as listed below. In addition, CISD may agree to additional costs related to school liaison vehicles beyond 2018 subject to any restrictions in law or CISD policy.

Below is information related to the costs for school liaison vehicles:

School Liaison Vehicle Costs	
Officer Vehicle Cost	\$6,600.67
Officer Vehicle Cost	\$6,600.66

Vehicle Payment – 3 of 3 per previous agreement with APD and CISD.

Estimate of CISD Liaison Officer Costs 2017/18

Name	Empl #	Total Cost	75%
J. Slatten	208614	\$ 97,765.97	\$ 73,324.48
B. Vanover	205782	\$ 101,708.34	\$ 76,281.25
		<u>\$ 199,474.31</u>	<u>\$ 149,605.73</u>
			<u><u>\$ 149,605.73</u></u>

Employee 208614**Officer**

Cost of a full-time liaison officer - Fall 2017/18

Current hourly rate	\$ 32.937
Current annual salary	\$ 68,508.96
Estimated increase	0.0%
OFFICER SLATTEN	\$ 68,508.96

TMRS	8,868.97
OPEB	1,738.03
Medicare	1,037.10
Social Security	N/A
Unemployment	48.74
Workers Comp (3.3% for est. purposes)	2,360.29
Incentive Pay	1,620.00
Longevity Pay	675.00
Clothing Allowance	720.00
Car Allowance	-
Health Insurance	12,172.25
Life Insurance	16.64
Total Cost	<u>\$ 97,765.97</u>
75% of total cost	\$ 73,324.48

Employee 205782**Corporal**

Cost of a full-time liaison officer - Fall 2017/18

Current hourly rate	\$ 33.935
Current annual salary	\$ 70,584.80
Estimated increase	0.0%
CORPORAL VANOVER	\$ 70,584.80

TMRS	9,277.78
OPEB	1,818.15
Medicare	1,084.90
Social Security	N/A
Unemployment	48.74
Workers Comp (3.3% for est. purposes)	2,469.09
Incentive Pay	1,500.00
Longevity Pay	2,016.00
Clothing Allowance	720.00
Car Allowance	-
Health Insurance	12,172.25
Life Insurance	16.64
Total Cost	\$ 101,708.34
75% of total cost	\$ 76,281.25

F



Amarillo City Council Agenda Transmittal Memo



Meeting Date	12/05/17	Council Priority	Development
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Department	CP&D Engineering	Contact Person	Floyd Hartman

Agenda Caption

Consider – Granting of a drainage easement adjacent to Quail Creek Unit #1 On City Property:

Agenda Item Summary

Consider granting of a Drainage Easement on City of Amarillo Property to the West of Lot 6, Block 1, Quail Creek Addition Unit #1.

This is a drainage easement across City property that lies south west of the development. Currently the drainage from the existing lot sheet drains across the City property due to the natural topography. The development of the lot requires drainage improvement be installed. In order to install the improvements an easement is required to insure maintenance of the City property by the developed lot owners.

Requested Action

Consider granting easement for drainage to West Amarillo creek.

Funding Summary

N/A There is no funding required.

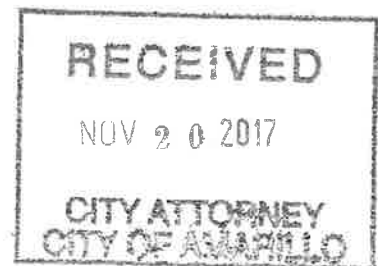
Community Engagement Summary

Level 1.

Staff Recommendation

City Staff is recommending approval of Easement

CITY OF AMARILLO
INTER-DEPARTMENTAL
OFFICE COMMUNICATION



DATE: November 16, 2017

TO: Bryan McWilliams, Deputy City Attorney

FROM: Matthew Thomas, Assistant City Engineer for Development Services

A handwritten signature in black ink, appearing to read "Matthew Thomas".

RE: Storm Water Drainage Agreement – Quail Creek Unit No. 1

Attached for your review and execution is the Storm Water Drainage Agreement for the development for Quail Creek Unit No. 1. If acceptable, please forward to Jared Miller, City Manager, for signature.

Please call #9334 upon completion.

STORM WATER DRAINAGE AGREEMENT

THIS STORM WATER DRAINAGE AGREEMENT is entered into as of the 14th day of November, 2017 by The City of Amarillo, Texas, a Texas municipal corporation, whose address is 509 Southeast 7th Avenue, Amarillo, Texas 79101("Grantor"); and Quail Creek ENT Real Estate LLC, whose address is 6826 Plum Creek Drive, Amarillo, Texas 79124 ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract or parcel of land situated in the City of Amarillo, County of Potter, State of Texas, as more particularly described on Exhibit A attached hereto and made a part hereof ("Tract 1") and located as shown on Exhibit B attached hereto and made a part hereof; and

WHEREAS, Grantee in developing Tract 1 will construct a commercial building site as shown on Exhibit A, which is to be for private use; and

WHEREAS, Grantee has requested from Grantor, and Grantor is desirous of granting to Grantee, an exclusive agreement for storm water drainage from Grantee's property, after it has been constructed, and accepted by Grantor into and through the inlets to be constructed in connection with the construction of the building site into and through overland flow onto Grantor's property adjacent to and abutting the building site, all as shown on Exhibit B, the pipes and overland flow onto Grantor's property will be hereinafter called the "Storm Water Drainage System");

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an exclusive agreement for the drainage of storm water from Grantee's adjacent property, into and through Grantor's Storm Water Drainage System. In the event that such drainage of storm water overloads the Storm Water Drainage System, other than an event greater than a hundred year flood, Grantee shall be responsible for the cost of any work necessary to increase the capacity of the Storm Water Drainage System. In the exercise of such rights, Grantee shall not take or cause to be taken any action which would constitute a material change to the original civil engineering plan for Tract 1 without notification to and approval by Grantor and Grantee shall use reasonable efforts to minimize any interference with the use and enjoyment of adjacent land.

1. Maintenance. Grantee shall maintain and repair the Storm Water Drainage System located on Grantor's property as necessary to keep same in good order and repair and at Grantee's sole expense. Said obligations shall be perpetual, but should Grantee fail to maintain the Storm Water Drainage System in reasonable condition and repair, Grantor will give Grantee written notice of such failure at the address stated above and Grantee will have 10 calendar days after receipt of said notice to make the necessary repairs. If Grantee fails to make the necessary repairs, Grantor will have the right, but not the obligation, to make the necessary repairs and Grantee agrees to reimburse Grantor for the cost of such repairs within 30 calendar days after receipt of Grantor's invoice. Notwithstanding the above, in the event Grantor, in its sole judgment, determines that immediate repair of the Storm Water Drainage System is necessary and Grantee is unable or unwilling to make the repairs immediately, Grantor can make the repairs and Grantee will reimburse Grantor for the costs in the manner stated above.

2. Duration. The agreements contained herein and the rights granted hereby shall run with the title to the Storm Water Drainage System land and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

3. Change of Ownership. In the event Grantor conveys or transfers title to Tract 1 to another party, Grantee shall be notified thereof within thirty (30) days thereafter. Grantee shall be provided the name and address of such transferee by Grantor.

4. Relocation. (a) Grantor reserves the right to modify or relocate the Storm Water Drainage System, provided any such modification or relocation does not prevent adequate drainage services to Grantee.

5. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

6. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7. Governmental Regulations. Grantee acknowledges that it is Grantee's sole responsibility to obtain any governmental permits to perform any required maintenance checks, and to abide by any governmental regulations associated with the use, construction, patrolling, replacement and maintenance of said Storm Water Drainage System.

Recitals herein are contractual and will run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

QUAIL CREEK ENT REAL ESTATE, LLC.

ATTEST:

Valerie Phillips

By: _____

Name: _____

Title: _____

Samuel J. Cunningham
Vice president

CITY OF AMARILLO

ATTEST:

Frances Hibbs, City Secretary

By: _____

Jared Miller, City Manager

CORPORATE ACKNOWLEDGMENT

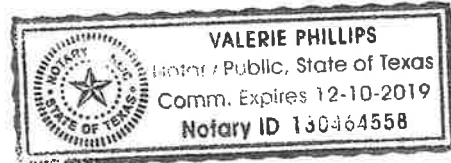
STATE OF TEXAS)
COUNTY OF Potter) ss.

On this 14th day of November, 2017 before me, the undersigned notary public in and for said County and State, personally appeared before me Samuel J. Cunningham to me personally known, who, being by me duly sworn, did say that he is the VP of Quail Creek ENT Real Estate, LLC, and that said instrument was signed on behalf of said company.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the 14th day of November, 2017.

Valerie Phillips
Notary Public

My Commission Expires:
12-10-19



ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2017 before me, the undersigned notary public in and for said County and State, personally appeared before me Jared Miller to me personally known, who, being by me duly sworn, did say that he the City Manager of The City of Amarillo and that said instrument was signed in behalf of the City of Amarillo.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the _____ day of _____, 2017

Notary Public

My Commission Expires:

Exhibit A

FIELD NOTES for a 5.0' Drainage Easement out of Section 25, Block 9, B. S. & F. Survey, City of Amarillo, Potter County, Texas.

BEGINNING at the northeast corner of this easement which bears S. 28° 59' 53" E. a distance of 41.10 feet from a 1/2" iron rod found at the southwest corner of Lot 7, Block 1, Quail Creek Unit No. 1, City of Amarillo, Potter County, Texas.

THENCE S. 61° 00' 07" W. a distance of 436.16 feet to the southwest corner of this easement.

THENCE N. 23° 49' 18" W. a distance of 5.02 feet to the northwest corner of this easement.

THENCE N. 61° 00' 07" E. a distance of 435.71 feet to the northeast corner of this easement.

THENCE S. 28° 59' 53" E. a distance of 5.00 feet to the place of BEGINNING and containing 0.05 acres (2,180 square feet) of land.

* * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I,
COUNTY OF COLLINGSWORTH : Richard E. Johnson, Registered
Professional Land Surveyor, do hereby
certify that I did cause to be surveyed
on the ground the above described tract of land, and to the best of my
knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 29th day of August, A.D.,
2017.



Richard E. Johnson
Richard E. Johnson
Registered Professional
Land Surveyor #4263

Exhibit B

FIELD NOTES for a 5.0' Drainage Easement out of Section 25, Block 9, B. S. & F. Survey, City of Amarillo, Potter County, Texas.

BEGINNING at the northeast corner of this easement which bears S. 28° 59' 53" E. a distance of 41.10 feet from a 1/2" iron rod found at the southwest corner of Lot 7, Block 1, Quail Creek Unit No. 1, City of Amarillo, Potter County, Texas.

THENCE S. 61° 00' 07" W. a distance of 436.16 feet to the southwest corner of this easement.

THENCE N. 23° 49' 18" W. a distance of 5.02 feet to the northwest corner of this easement.

THENCE N. 61° 00' 07" E. a distance of 435.71 feet to the northeast corner of this easement.


THENCE S. 28° 59' 53" E. a distance of 5.00 feet to the place of BEGINNING and containing 0.05 acres (2,180 square feet) of land.

* * * * *

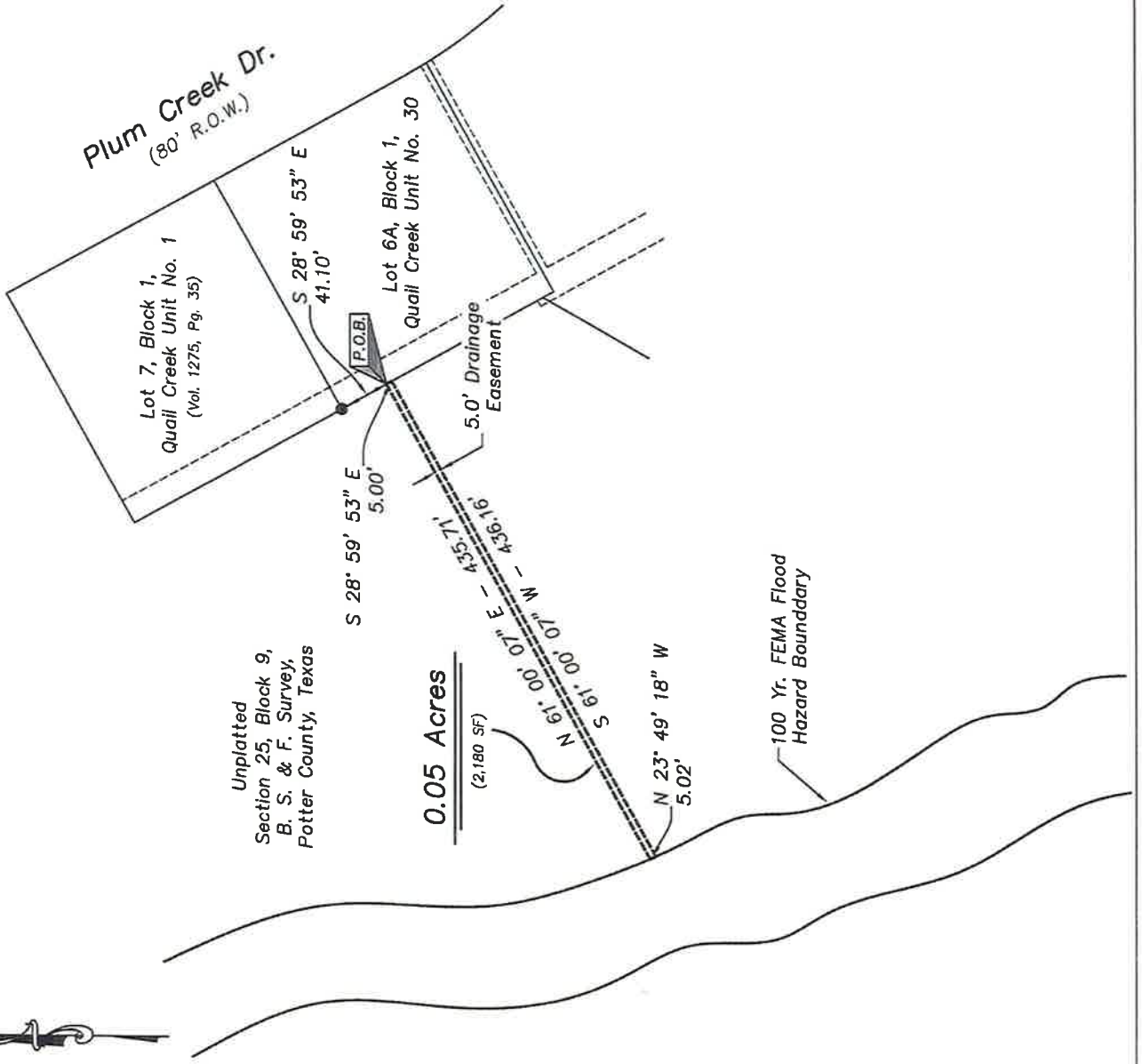
STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I,
COUNTY OF COLLINGSWORTH : Richard E. Johnson, Registered
Professional Land Surveyor, do hereby
certify that I did cause to be surveyed
on the ground the above described tract of land, and to the best of my
knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 28th day of July, A.D.,
2017.




Richard E. Johnson
Registered Professional
Land Surveyor #4263

Scale: 1" = 100'



● = 1/2" I.R. w/ yellow cap found

Bearings based on the City of Amarillo "Williams-Stackhouse" Coordinate System.

Distances shown are ground distances.

Grid to ground scale factor: 1.0002507

* * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 29th day of August, A.D., 2017.



Richard E. Johnson
 Richard E. Johnson
 Registered Professional
 Land Surveyor #4263

A Plat of 5.0' Drainage Easement out of Section 25, Block 9,
 B. S. & F. Survey, City of Amarillo, Potter County, Texas.

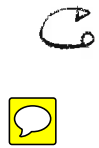
SCALE: 1" = 100' Firm No. 10090900 DRAWN BY: JA
 DATE: August 2017 FILE NAME:

OJD Engineering, L.P.
 Consulting Engineers & Surveyors
 806-447-2503
 P.O. Box 543
 Wellington, Texas 79095

GR Zoning

DRAWING NUMBER





Amarillo City Council Agenda Transmittal Memo



Meeting Date	December 5, 2017	Council Priority	N/A
Department	Public Health		
Contact	Casie Stoughton, Director of Public Health		

Agenda Caption

Consider – Tuberculosis Federal Grant
 Grant Amount : \$53,123
 Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from January 1, 2018 thru December 31, 2018 to continue funding to prevent and control the transmission of active and latent tuberculosis.

Agenda Item Summary

The public health department will continue tuberculosis prevention and control activities including screening, testing, treatment, management of active cases and contacts, and community education.

Requested Action

Accept grant award.

Funding Summary

This grant is provided by the Texas Department of State Health Services, 20% match provided by the public health department.

Community Engagement Summary

None.

Staff Recommendation

Staff recommend acceptance of this grant.

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000046600001
UNDER THE
TUBERCULOSIS PREVENTION AND CONTROL – FEDERAL (TB/PC-
FEDERAL) GRANT PROGRAM**

I. PURPOSE

The Department of State Health Services (“System Agency”) and City of Amarillo Department of Public Health (“Grantee”) (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for the TB/PC-Federal grant program (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Government Code Chapter 771, Texas Health and Safety Code Chapters 12 and 1001, and Texas Government Code Chapters 531, subchapter D.

III. DURATION

The Contract is effective on January 1, 2018 and terminates on December 31, 2018, unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

IV. BUDGET

The amount of this Contract is to not exceed **FORTY-FOUR THOUSAND TWO HUNDRED SIXTY-NINE DOLLARS (\$44,269.00)** in federal funding with the Grantee providing a total of **EIGHT THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS (\$8,854.00)** in matching funds, for a combined total of **FIFTY-THREE THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS (\$53,123.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

V. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Department of State Health Services
Attention: Kathy Sharp
1100 W. 49th Street, MC 1911
Austin, Texas 78756

Grantee

City of Amarillo Department of Public Health
Attention: Kevin Starbuck
P.O. Box 1971
Amarillo, Texas 79105-1971

VI. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FAIN): U52PS004694
Federal Award Date: December 20, 2016
Name of Federal Awarding Agency: Centers for Disease and Control and Prevention
CFDA Name and Number: 93.116 - Tuberculosis Surveillance, Preventions, &
Control/Elimination Cooperative Agreement – Prevention & Control
Awarding Official Contact Information: Mark Miner, 404-639-8120
DUNS: 065032807

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee

City of Amarillo Department of Public Health
Attention: Kevin Starbuck
P.O. Box 1971
Amarillo, Texas 79105-1971

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS

System Agency Contract No. HHS000046600001
Page 2 of 3

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000046600001

DSHS

CONTRACTOR

By: _____

Name: _____

Title: _____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. ARE HEREBY INCORPORATED BY REFERENCE:

- ATTACHMENT A - STATEMENT OF WORK**
- ATTACHMENT B - BUDGET**
- ATTACHMENT C - UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT D - SUPPLEMENTAL & SPECIAL CONDITIONS**
- ATTACHMENT E - DATA USAGE AGREEMENT**
- ATTACHMENT F - NON-EXCLUSIVE LIST OF APPLICABLE LAWS**
- ATTACHMENT G - FFATA**
- ATTACHMENT H - FEDERAL ASSURANCES AND CERTIFICATIONS**

ATTACHMENTS FOLLOW

Amarillo City Council Agenda Transmittal Memo



Meeting Date	12/05/17	Council Priority	High
Department	Information Technology		
Contact	Rich Gagnon		

Agenda Caption

Telecommunications Service
Suddenlink -- \$190,965.15

Agenda Item Summary

Under the terms of this agreement Suddenlink will provide fiber, broadband, TV and phone service across seven locations for a term of 36-months.

Requested Action

Approval of award to Suddenlink in the amount of \$190,965.15.

Funding Summary

- Exhibit A – Warford Activity Center – funded from 411116.17400.1040
- Exhibit B – Drainage Utility and AES at Line Avenue – funded from 560051.17400.1370
- Exhibit C – City Internet – funded from 62032.61100
- Exhibit D – PD’s Motors and School Liaison office at Hillside Dr. – funded from 26400.51950
- Exhibit E – Lab Administration at Osage Complex – funded from 52281.72000
- Exhibit F – PD Property & Evidence warehouse at Grant St. – funded from 26400.51950

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this award.

Bid No. 5943 NETWORK SERVICES- CABLE & PHONE FOR VARIOUS CITY SITES
Opened 4:00 p.m. November 27, 2017

To be awarded as one lot SUDDENLINK BUSINESS SERVICES

Line 1 Exhibit A , per specifications 1 ea			
Unit Price	\$19,488.150		
Extended Price		19,488.15	
Line 2 Exhibit B, per specifications 1 ea			
Unit Price	\$19,362.150		
Extended Price		19,362.15	
Line 3 Exhibit C, per specifications 1 ea			
Unit Price	\$81,000.000		
Extended Price		81,000.00	
Line 4 Exhibit D, per specifications 1 ea			
Unit Price	\$12,538.350		
Extended Price		12,538.35	
Line 5 Exhibit E per specifications 1 ea			
Unit Price	\$33,618.150		
Extended Price		33,618.15	

To be awarded as one lot

SUDDENLINK BUSINESS SERVICES

Line 6 Exhibit F, per specifications
1 ea

Unit Price \$24,958.350

Extended Price 24,958.35

Bid Total

190,965.15

Award by Vendor

190,965.15



Amarillo City Council Agenda Transmittal Memo



Meeting Date	December 5, 2017	Council Priority	Infrastructure
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Department	Planning	Contact Name	AJ Fawver
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Agenda Caption

Aviation Clear Zone Easement, being 4,850 feet above mean sea level above the plat of Tradewind Square Unit No. 3, an addition to the City of Amarillo, being an unplatted tract of land in Section 173, Block 2, AB&M Survey, Randall County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Tradewind Square Unit No. 3.

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

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

This ACZ Easement is establishing a height regulation of 4,850 feet above mean sea level for the plat of Tradewind Square Unit No. 3.

Requested Action

Planning Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City

Amarillo City Council Agenda Transmittal Memo



Council Consideration as a consent agenda item.

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone 17-12. Associated Plat was approved by Planning and Zoning Commission 6:0 on November 27, 2017.

AVIATION CLEAR ZONE EASEMENT

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

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

Aviation Clear Zone Easement, being 4,850 feet above mean sea level above the plat of Tradewind Square Unit No. 3, an addition to the City of Amarillo, being an unplatted tract of land in Section 173, Block 2, AB&M Survey, Randall County, Texas.

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

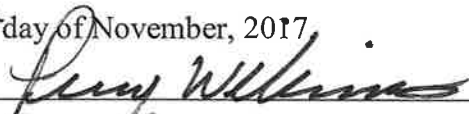
GRANTOR, for itself, its successors and assigned, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,850 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4,850 feet above mean sea level.

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

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and that these covenants and agreements shall run with the land, and that for the purposes of this

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

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 15th day of November, 2017.



Perry Williams

THE STATE OF TEXAS §

COUNTY OF RANDALL §

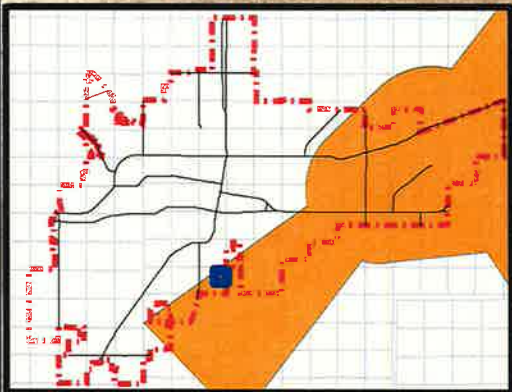
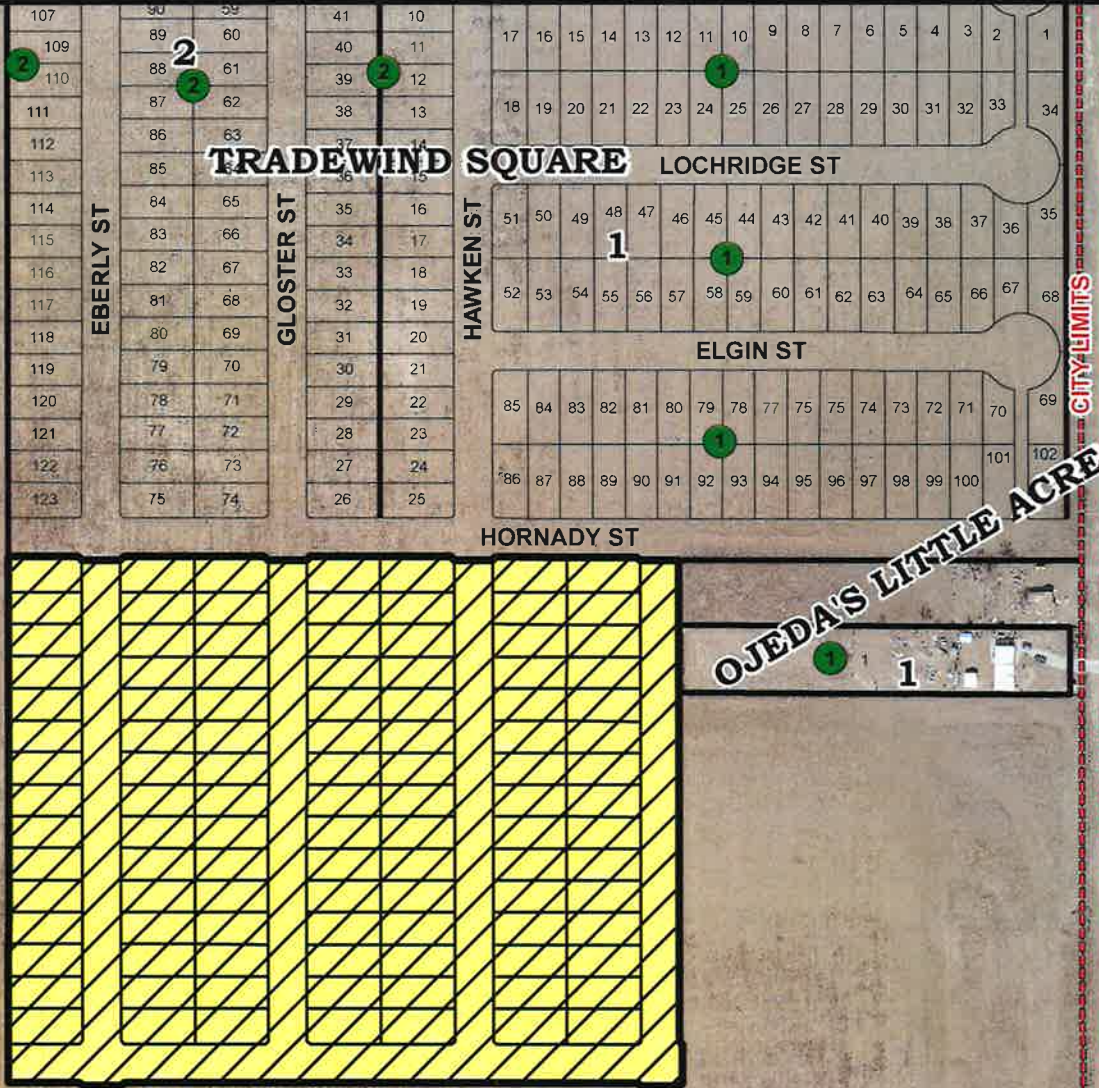
This instrument was acknowledged before me on this the 15th day of November, 2017, by Perry Williams.





Notary Public, State of Texas

CASE ACZ-17-12 AVIATION CLEAR ZONE EASEMENT



Legend

- Aviation Clear Zone Boundary
- Proposed Plat
- Platted Parcel
- Subdivision Boundaries
- Block Numbers

**CITY OF AMARILLO
PLANNING DEPARTMENT**

Aviation Clear Zone Easement, being 4,850 feet above mean sea level above the plat of Tradewind Square Unit No. 3, an addition to the City of Amarillo, being an unplatted tract of land in Section 173, Block 2, AB&M Survey, Randall County, Texas.

Scale: 1 inch = 300 feet
Date: 11/30/2017



Developer: Perry Williams

Vicinity: Hornady St. & Hawken 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.

P



Amarillo City Council Agenda Transmittal Memo



Meeting Date	12/5/2017	Council Priority	Infrastructure Initiative
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Department	CP&D Engineering	Contact Person	Alan Harder, P.E.
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Agenda Caption

Consider Award – Change Order No. 3 - BID # 5761 JOB # 430036 Landfill Gas Collection and Control System – Phase I

Original Contract:	\$	3,993,577.00
Previous Change Orders:	\$	19,293.54
Current Change Order:	\$	74,696.23
Revised Contract Total:	\$	4,087,566.77

Agenda Item Summary

This item is to consider approval of Change Order No. 3 which provides the placement of fill soil along the landfill access road with a drainage culvert for stormwater runoff, construction of an enclosure for the blower/flare station air compressor, adjustments to gas wells and horizontal risers, repair of gas wells damaged by landfill operations, excavation of rock, electrical conduit, reimbursement for Contractor time to reroute collection piping, repair of the landfill base liner, and adds ten weather days to the contract time.

Requested Action

Consider approval of Change Order No. 3

Funding Summary

Funding for this project is available in the Project Budget Number 430036.17400.1040

Community Engagement Summary

This project will have minimal negative impact on the community.

Staff Recommendation

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

Bid No. 5761 Landfill Gas Collection and Control Systems - Phase 1, Change Order #2
 Opened 4:00 p.m., May 25, 2017

To be awarded as one lot	Landmarc Environmental Systems LLC	TriCon Works LLC	SCS Field Services	Spieess construction Co Inc
Line 1 Performance and Payment Bonds and Insurance (Maximum 1% of 1 LS Unit Price Extended Price	\$39,500.00 39,500.00	\$39,142.00 39,142.00	\$44,000.000 44,000.00	\$55,000.00 55,000.00
Line 2 Mobilization, per specifications 1 LS Unit Price Extended Price	\$45,575.00 45,575.00	\$195,000.00 195,000.00	\$210,000.000 210,000.00	\$300,000.00 300,000.00
Line 3 Contractor Health and Safety Plan, per specifications 1 LS Unit Price Extended Price	\$1,250.00 1,250.00	\$10,000.00 10,000.00	\$500.000 500.00	\$45,000.00 45,000.00
Line 4 Erosion and Sediment Control, per specifications 1 LS Unit Price Extended Price	\$36,000.000 36,000.00	\$20,000.00 20,000.00	\$11,000.000 11,000.00	\$30,000.00 30,000.00

To be awarded as one lot	Landmarc Environmental Systems LLC	TriCon Works LLC	SCS Field Services	Spieess construction Co Inc
Line 5 Site Survey and Controls, per specifications 1 LS				
Unit Price	\$51,750.000	\$58,750.00	\$90,000.000	\$150,000.00
Extended Price	51,750.00	58,750.00	90,000.00	150,000.00
Line 6 Vertical Gas Extraction Well Installation, per specifications 4,047 VF				
Unit Price	\$55.000	\$70.00	\$89.000	\$90.00
Extended Price	222,585.00	283,290.00	360,183.00	364,230.00
Line 7 Vertical Caisson Well Installation, per specifications 948 VF				
Unit Price	\$102.250	\$110.00	\$118.000	\$132.00
Extended Price	96,933.00	104,280.00	111,864.00	125,136.00
Line 8 Vertical Remote Caisson Well Installation, per specifications 243 VF				
Unit Price	\$117.750	\$115.00	\$130.000	\$150.00
Extended Price	28,613.25	27,945.00	31,590.00	36,450.00
Line 9 Horizontal Gas Extraction Well Installation per specifications 7,536 LF				
Unit Price	\$44.000	\$58.00	\$62.000	\$70.00
Extended Price	331,584.00	437,088.00	467,232.00	527,520.00

To be awarded as one lot	Landmarc Environmental Systems LLC	TriCon Works LLC	SCS Field Services	Spieess construction Co Inc
Line 10 Vertical Component of Horizontal Wells , per specifications 90 VF				
Unit Price	\$30.000	\$70.00	\$500.000	\$50.00
Extended Price	2,700.00	6,300.00	45,000.00	4,500.00
Line 11 LLDPE Liner for Horizontal Wells, per specifications 3,333 SY				
Unit Price	\$5.000	\$5.00	\$4.000	\$17.00
Extended Price	16,665.00	16,665.00	13,332.00	56,661.00
Line 12 Vertical Well Head Installation , per specifications 87 EA				
Unit Price	\$950.000	\$950.00	\$950.000	\$500.00
Extended Price	82,650.00	82,650.00	82,650.00	43,500.00
Line 13 Horizontal Wellhead Installation , per specifications 16 EA				
Unit Price	\$1,050.000	\$950.00	\$950.000	\$500.00
Extended Price	16,800.00	15,200.00	15,200.00	8,000.00
Line14 HDPE Lateral Piping (6"), per specifications 23,495 LF				
Unit Price	\$18.500	\$19.00	\$26.500	\$50.00
Extended Price	434,657.50	446,405.00	622,617.50	1,174,750.00

To be awarded as one lot	Landmarc Environmental Systems LLC	TriCon Works LLC	SCS Field Services	Spiess construction Co Inc
Line 15 HDPE Sub-Header Piping (12"), per specifications 8,679 LF				
Unit Price	\$35.500	\$35.00	\$46.000	\$62.00
Extended Price	308,104.50	303,765.00	399,234.00	538,098.00
Line 16 HDPE Header Piping (18") , per specifications 14,676 LF				
Unit Price	\$56.250	\$47.00	\$82.000	\$80.00
Extended Price	825,525.00	689,772.00	1,203,432.00	1,174,080.00
Line 17 HDPE Airline Piping (2")(Common Trench), per 13,963 LF				
Unit Price	\$2.750	\$2.00	\$2.000	\$4.00
Extended Price	38,398.25	27,926.00	27,926.00	55,852.00
Line 18 HDPE Forcemain Piping (4")(Common Trench), per 6,306 LF				
Unit Price	\$5.000	\$4.00	\$5.000	\$12.00
Extended Price	31,530.00	25,224.00	31,530.00	75,672.00
Line 19 Dual Contained HDPE Forcemain Piping (4"x8")(Common 7,657 LF				
Unit Price	\$17.750	\$16.00	\$19.000	\$22.00
Extended Price	135,911.75	122,512.00	145,483.00	168,454.00

To be awarded as one lot	Landmarc Environmental Systems LLC	TriCon Works LLC	SCS Field Services	Spieess construction Co Inc
Line 20 Dual Contained Condensate Sumps (including pneumatic pumps 8 EA				
Unit Price	\$33,250.00	\$31,500.00	\$37,000.00	\$40,000.00
Extended Price	266,000.00	252,000.00	296,000.00	320,000.00
Line 21 Addition for Trench Depth 4'-8', per specifications 18,792 LF				
Unit Price	\$5.250	\$3.50	\$12.000	\$10.00
Extended Price	98,658.00	65,772.00	225,504.00	187,920.00
Line 22 Addition for Trench Depth 8'- 12', per specifications 1,856 LF				
Unit Price	\$8.500	\$11.00	\$15.000	\$15.00
Extended Price	15,776.00	20,416.00	27,840.00	27,840.00
Line 23 Addition for Trench Depth Greater than 12', per specifications 597 LF				
Unit Price	\$14.750	\$20.00	\$23.000	\$20.00
Extended Price	8,805.75	11,940.00	13,731.00	11,940.00
Line 24 Crossing for Low Lying Area, per specifications 8 EA				
Unit Price	\$1,585.000	\$5,200.00	\$4,800.000	\$1,000.00
Extended Price	12,680.00	41,600.00	38,400.00	8,000.00

To be awarded as one lot	Landmarc Environmental Systems LLC	TriCon Works LLC	SCS Field Services	Spiess construction Co Inc
Line 25 Armored Road Crossing , per specifications 13 EA				
Unit Price	\$2,275.000	\$2,500.00	\$5,000.000	\$1,000.00
Extended Price	29,575.00	32,500.00	65,000.00	13,000.00
Line 26 18" Header Access Point, per specifications 5 EA				
Unit Price	\$5,450.000	\$3,400.00	\$7,500.000	\$5,000.00
Extended Price	27,250.00	17,000.00	37,500.00	25,000.00
Line 27 12" Sub-Header Access Point, per specifications 5 EA				
Unit Price	\$1,290.000	\$3,000.00	\$5,500.000	\$1,200.00
Extended Price	6,450.00	15,000.00	27,500.00	6,000.00
Line 28 18" Valve and Vault, per specifications 7 EA				
Unit Price	\$21,900.000	\$10,200.00	\$17,000.000	\$18,000.00
Extended Price	153,300.00	71,400.00	119,000.00	126,000.00
Line 29 12" Valve and Vault, per specifications 5 EA				
Unit Price	\$11,200.000	\$4,490.00	\$8,500.000	\$11,000.00
Extended Price	56,000.00	22,450.00	42,500.00	55,000.00

To be awarded as one lot	Landmarc Environmental Systems LLC	TriCon Works LLC	SCS Field Services	Spiess construction Co Inc
Line 30 4" Forcemain Valve and Vault, per specifications 6 EA				
Unit Price	\$8,500.000	\$1,950.00	\$6,300.000	\$10,000.00
Extended Price	51,000.00	11,700.00	37,800.00	60,000.00
Line 31 2" Airline Valve and Vault , per specifications 6 EA				
Unit Price	\$5,600.000	\$1,350.00	\$5,000.000	\$8,000.00
Extended Price	33,600.00	8,100.00	30,000.00	48,000.00
Line 32 18" Blind Flange, per specifications 1 EA				
Unit Price	\$1,650.000	\$1,305.00	\$2,000.000	\$1,000.00
Extended Price	1,650.00	1,305.00	2,000.00	1,000.00
Line 33 Blower/Flare Station (including all above-ground attributes and air 1 LS				
Unit Price	\$380,000.000	\$425,000.00	\$415,264.000	\$400,000.00
Extended Price	380,000.00	425,000.00	415,264.00	400,000.00
Line 34 Blower/Flare Station Grading, Concrete and Fencing , per 1 LS				
Unit Price	\$31,600.000	\$35,000.00	\$59,000.000	\$165,000.00
Extended Price	31,600.00	35,000.00	59,000.00	165,000.00

To be awarded as one lot

	Landmarc Environmental Systems LLC	TriCon Works LLC	SCS Field Services	Spiess construction Co Inc
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Line 35 13,700 Gallon Condensate Storage Tank, per specifications

1 LS				
Unit Price	\$74,500.000	\$69,300.00	\$89,000.000	\$60,000.00
Extended Price	74,500.00	69,300.00	89,000.00	60,000.00

Bid Total 3,993,577.00 4,012,397.00 5,438,812.50 6,447,603.00

Awarded to Vendor
 Change Order #1
 Change Order #2
 Change Order #3
 Revised Total

3,993,577.00
 16,133.54
 3,160.00
 74,696.23
 4,087,566.77



Amarillo City Council Agenda Transmittal Memo



Meeting Date	December 5, 2017	Council Priority	Economic Development
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Department	Office of Economic Development	Contact Person	Andrew Freeman, Economic Development Manager
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Agenda Caption

ORDINANCE NO. 7698:

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

Agenda Item Summary

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

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

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

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

Requested Action

Approval of Ordinance on First Reading

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

ORDINANCE NO. 7698

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

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

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

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

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

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

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

SECTION 2. That the City hereby agrees to participate in the Zone by depositing each year during the term of the Zone to the credit of the TIF Fund, beginning with the 2017 tax year an amount equal to 100% of the Tax Increment produced from the annual ad valorem tax rate levied by

the participating entity on the Captured Appraised Value times Collection Rate, upon the same terms and conditions stated in the Participation Agreements with other participating entities, which are hereby incorporated by reference.

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

Section 3. Board of Directors

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

3.1 Of these ~~nine (9)~~ ten members, Potter County shall appoint three and each taxing unit other than the City that levies taxes on real property in the Zone may, but is not required to, appoint one member to the Board. Within 60 days of the passage of this Ordinance, each taxing unit other than the City may designate to the City either the name of the member that the taxing unit wishes to appoint or the fact that the taxing unit wishes to waive its right to appoint a member. The City Council shall appoint whatever number of members is necessary to fill the remaining positions on the Board. All members appointed to the Board shall meet the eligibility requirements set forth in Section 311.009 of the Texas Tax Code. Such members may be members of the City Council.

* * *

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

County Commissioners. The City Council will consider any timely comments delivered by Potter County concerning the recommendation.

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

Section 5. Determination of Tax Increment Base

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

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

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

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

SECTION 8. This ordinance shall be published and become effective according to law.

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

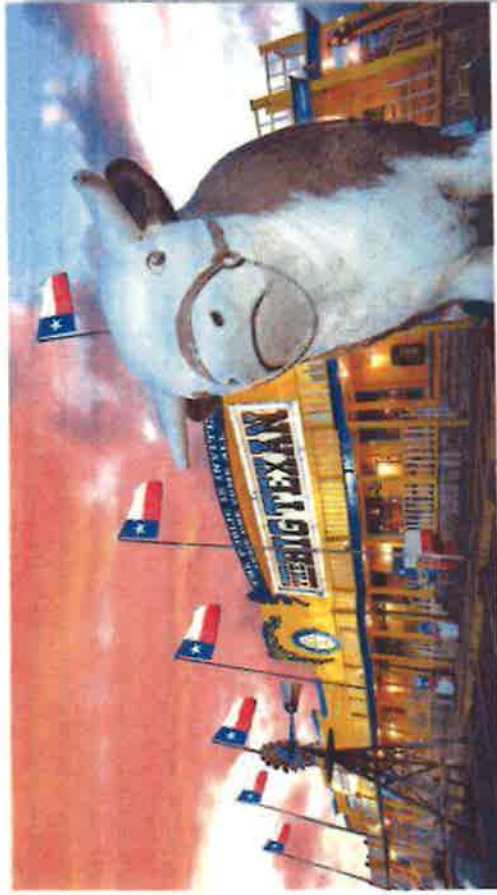
Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



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

September 2017

Overview of the TIRZ and Project Objectives

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

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

The objectives of the East Gateway TIRZ include:

Redevelopment of key economic generators –

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

Introduction of new economic opportunities –

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

Introduction of new entertainment and recreation opportunities –

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

Address infrastructure challenges –

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

Key Performance Measures for the TIRZ include:

Restaurant, Retail and Entertainment

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

Timing/Phasing:

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

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

Implementation

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

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

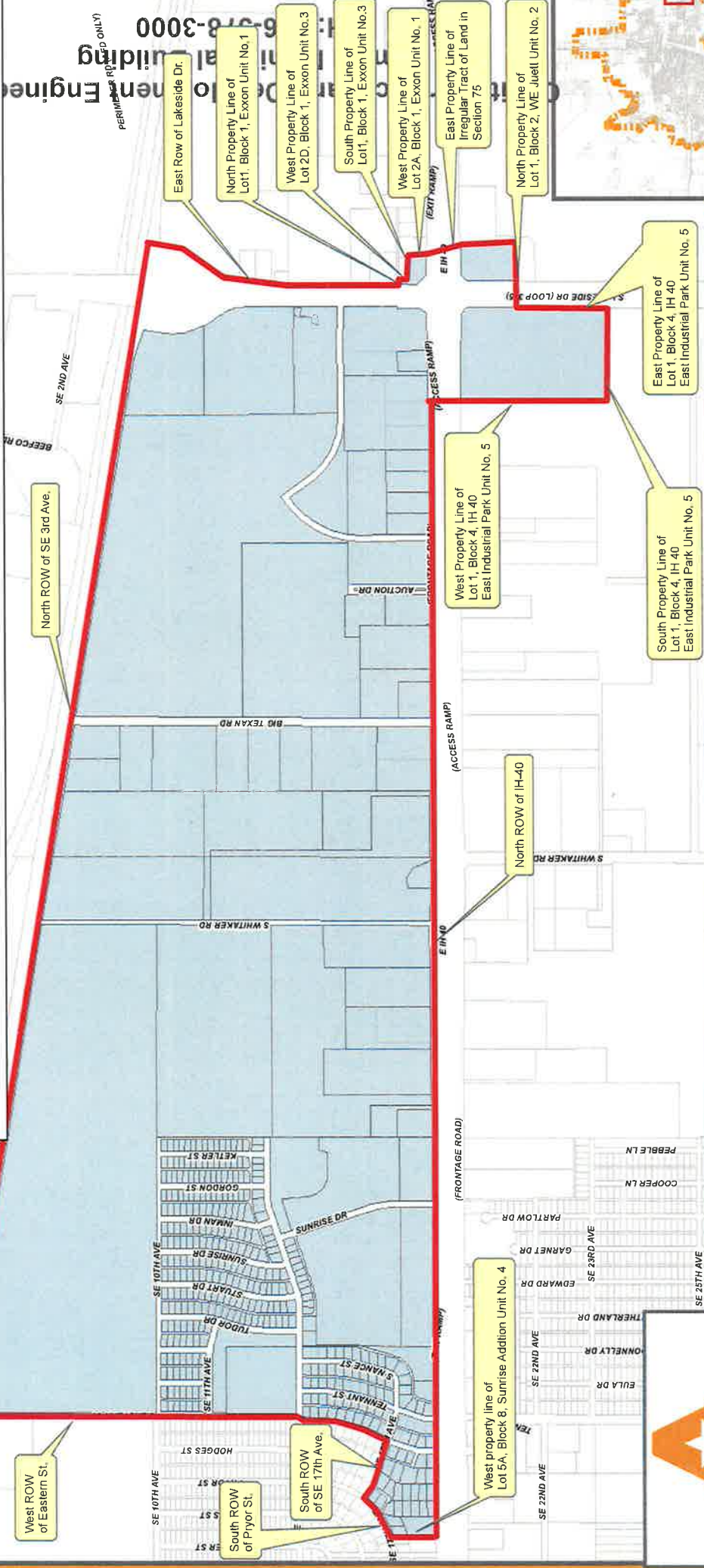
Total estimated costs of the above public initiatives to be financed by the proposed TIRZ:

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



1" = 1,000'

- Beginning at a point of the intersection of the west ROW line of Eastern Street and the north ROW line of SE 3rd Avenue, thence
- Southward along the north ROW line of SE 3rd Avenue to a point where said line intersects with the projection of the east ROW line of Lakeside Drive (Loop 335), thence
- Southward along the projection of the east ROW line of Lakeside Drive (Loop 335) to a point where said line intersects with the Lot 1, Block 1, Exxon Unit No. 1, thence
- Easterly along the north property line of Lot 1, Block 1, Exxon Addition Unit No. 1 to a point where said line intersects with the west property line of Lot 2D, Block 1, Exxon Unit No. 3, thence
- Southerly along the west property line of Lot 1, Block 1, Exxon Addition Unit No. 3 to a point where said line intersects with the north property line of Lot 2A, Block 1, Exxon Unit No. 1, thence
- Southerly along the property line of Lot 1, Block 1, Exxon Unit No. 1 to a point where said line intersects with the north property line of Lot 2A, Block 1, Exxon Unit No. 1, thence
- Southerly across I-40 to a point where said line intersects with the north property line of irregular tract of land in Section 75, thence
- Southerly along the east property line of irregular tract of land in Section 75 to a point where said line intersects with the projection of said line intersects with the Lot 1, Block 2, WE Juett Unit No. 2, thence
- Westerly along the north property line of Lot 1, Block 2, WE Juett Unit No. 2 to a point where said line intersects with the projection of the west ROW line of S. Lakeside Drive (Loop 335), thence
- Southward along the projection of the west ROW line of S. Lakeside Drive (Loop 335) to a point where said line intersects with the south property line of Lot 1, Block 4, IH 40 East Industrial Park Unit No. 5, thence
- Eastward along the south property line of Lot 1, Block 4, IH 40 East Industrial Park Unit No. 5 to a point where said line intersects with the west property line of Lot 1, Block 4, IH 40 East Industrial Park Unit No. 5, thence
- Northward along the west property line of Lot 1, Block 4, IH 40 East Industrial Park Unit No. 5 to a point where the projection of said line intersects with north ROW line of IH-40, thence
- Eastward along the north ROW line of IH-40 to a point where said line intersects with the west ROW line of S. Eastern Street, thence
- Northward along the west property line of Lot 5B, Block 8, Sunrise Addition Unit No. 4 to Pryor Street, thence
- Northerly along the south ROW line of Pryor Street to SE 17th Avenue, thence
- Southerly along the south ROW line of SE 17th Avenue to the west ROW line of S. Eastern Street to a point where said line intersects with the projection of the north ROW line of SE 3rd Avenue, which is the point of beginning.

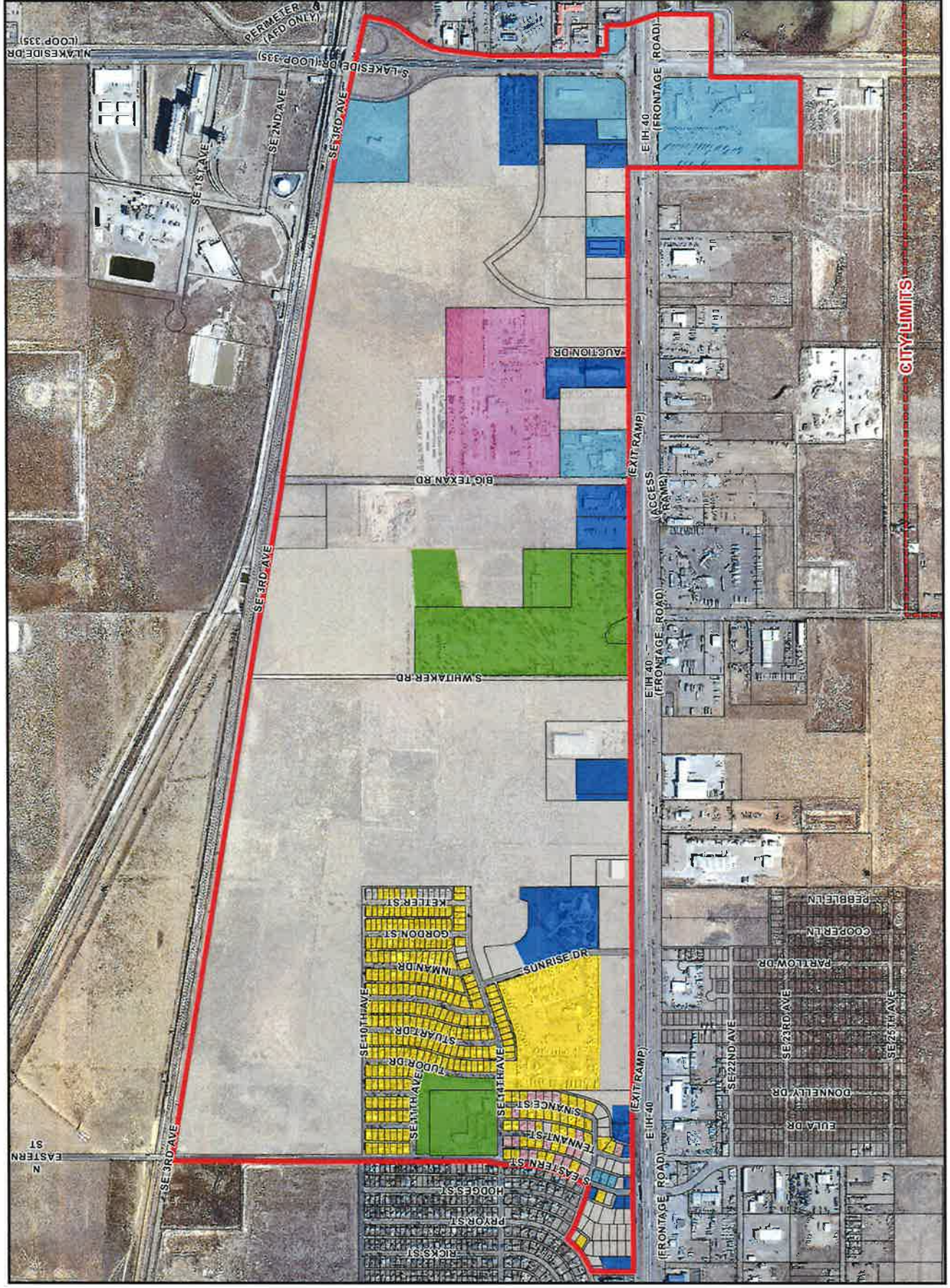


Site Map










DISCLAIMER: The City of Amarillo is providing this information as a public service. The data shown is for informational purposes only and except where noted all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

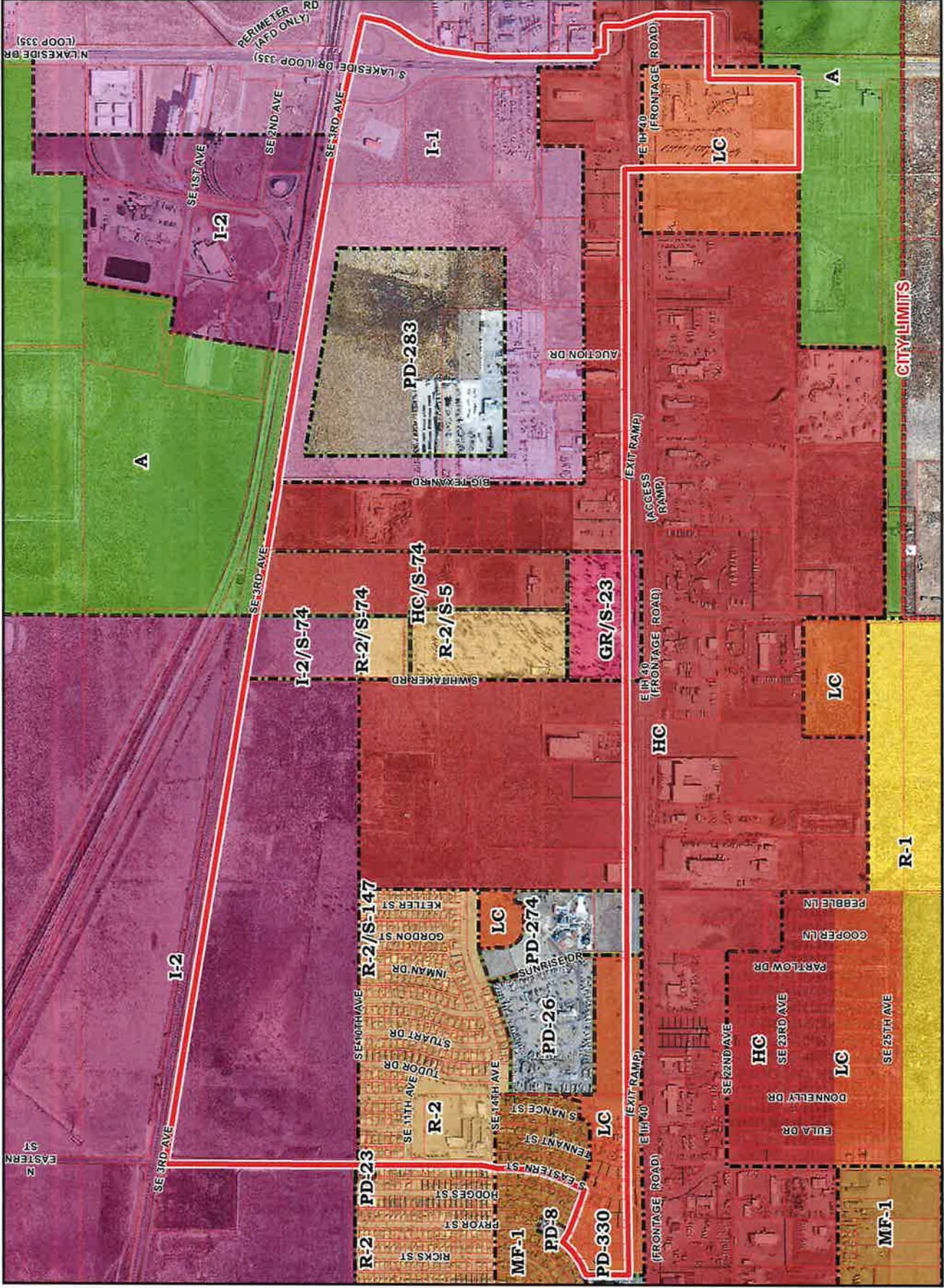


OPEN SPACES • ENDLESS OPPORTUNITIES



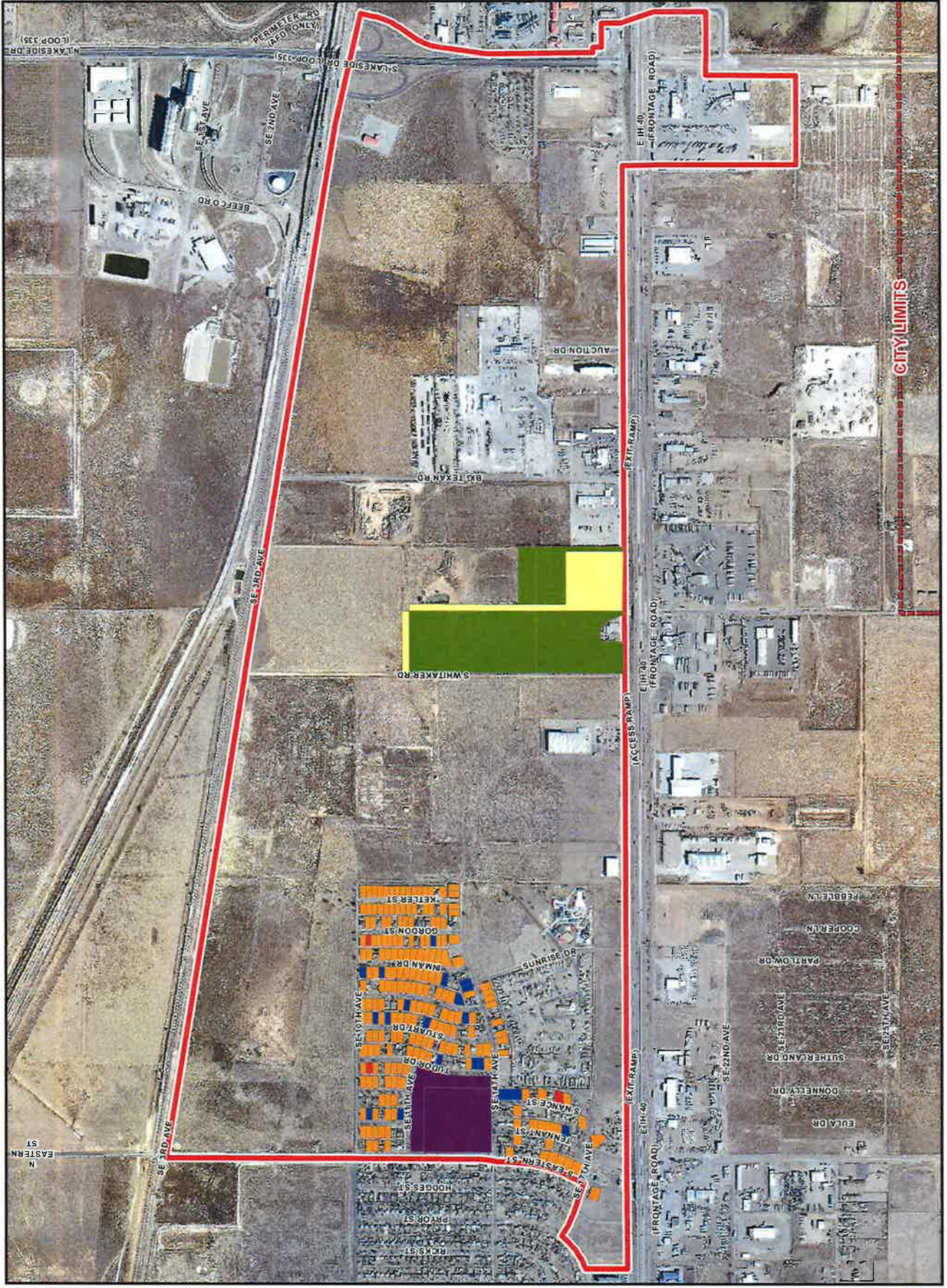
Legend

-  TIRZ - East Gateway
-  AGRICULTURAL / VACANT
-  DUPLEX
-  INDUSTRIAL
-  MULTIPLE FAMILY
-  NEIGHBORHOOD SERVICES / RETAIL / RESTAURANT
-  OFFICE / COMMERCIAL
-  PUBLIC / PARK / SCHOOL
-  SINGLE FAMILY



Legend

- TIRZ - East Gateway
- Agricultural District (A)
- General Retail District (GR)
- Heavy Commercial District (HC)
- Light Industrial District (I-1)
- Heavy Industrial District (I-2)
- Light Commercial District (LC)
- Multiple Family District-1 (MF-1)
- Planned Development District (PD)
- Residential District-1 (R-1)
- Residential District-2 (R-2)



Legend

- TIRZ - East Gateway

Exemptions

- Age
- Disability
- Government
- Homestead
- Institute
- Prorate

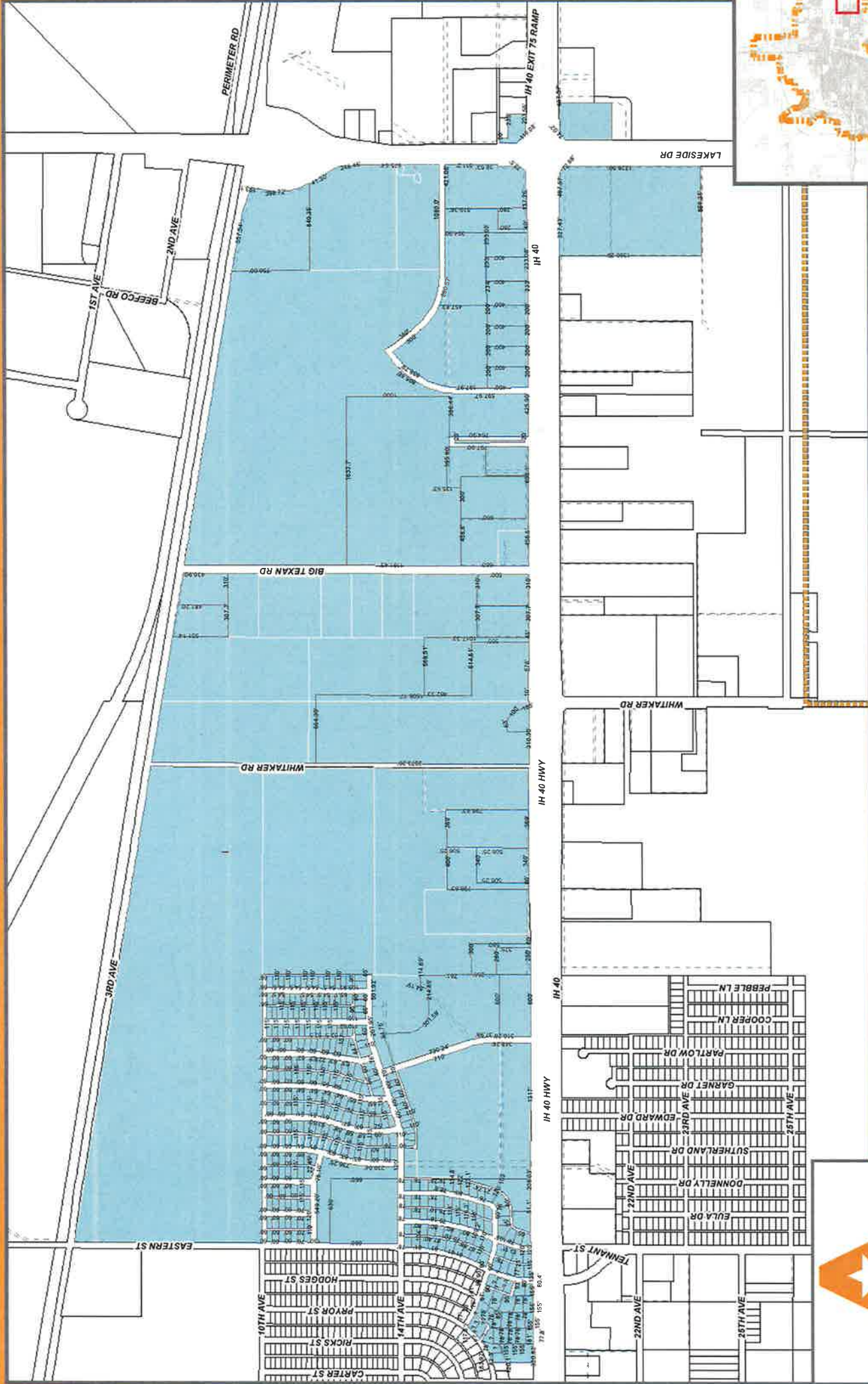


1" = 900'

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



Site Map



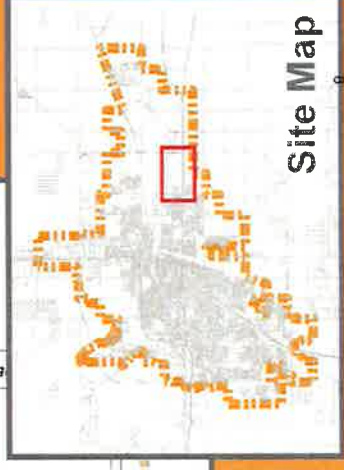
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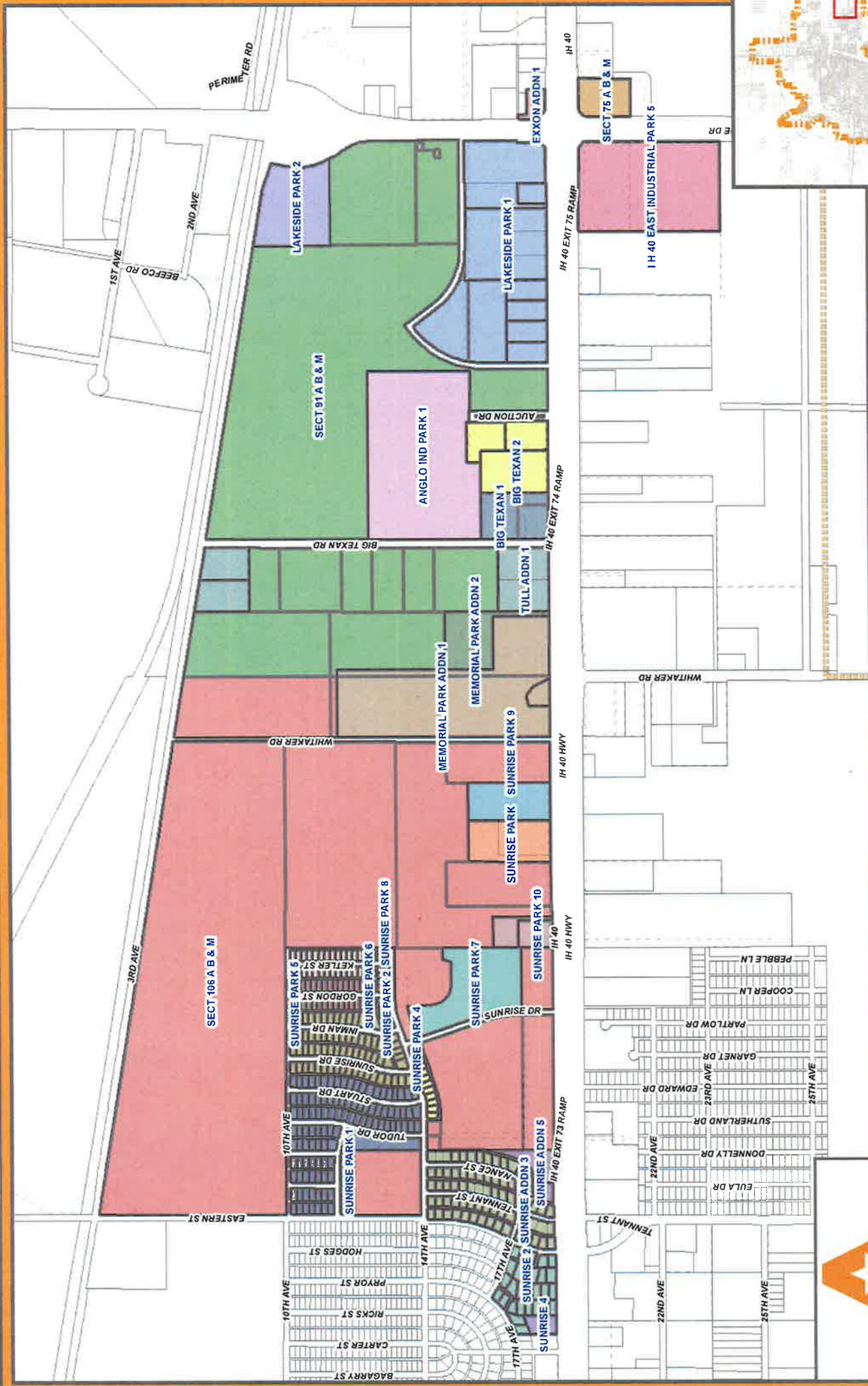


1" = 900'

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



Site Map



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Current Development Characteristics

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



Key Objectives and Goals of the East Gateway TIRZ

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

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

All in an effort to:

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

Key Goals:

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



Partnerships and Development Strategies

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

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

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

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

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

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

Historic Tax Values

City of Amarillo Taxable Value Analysis

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

TIRZ Area Taxable Value Analysis

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

Comparative Taxable Values

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

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

Tax Increment Projections

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

TIRZ Participation

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

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

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

No sales taxes will be contributed to the TIRZ

No school districts will participate in the TIRZ

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

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

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

Development Assumptions and Summary

Assumptions

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

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

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

Real Property Tax

	Participation	
City of Amarillo	100%	0.35072
Potter County	100%	0.66402
Panhandle Groundwater District	100%	0.00790
Amarillo College	100%	0.20750
Amarillo ISD	0%	1.18000
		2.41014

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

Real Property Increment (100%) All tax jurisdictions except the school district	
New Development- Hotels and RV Park development in the TIRZ	New Investment: \$69.5 million
New Development - Retail	New Investment: \$28.5 million
New Development - Restaurants	New Investment: \$2 million

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

Source Name	Description	SF	New Taxable Value
TIRZ Area			
Revenue #1	Hotels and RV Park	69,500,000	
Revenue #2	Retail	28,500,000	
Revenue #3	Restaurants	2,000,000	
Total		100,000,000	
Source Name	Description	SF	Base Taxable Value
Revenue A	1.5% Base Growth in TIRZ Core Area		39,981,487

Project Plan and Estimated Costs

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

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

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

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



Section 311.002 Definitions related to TIRZ related project costs

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

(3) "Reinvestment zone financing plan" means the financing plan for a reinvestment zone described by this chapter.

(4) "Taxing unit" has the meaning assigned by Section 1.04.

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

Amended by:

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

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

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

- (1) issue bonds;
 - (2) impose taxes or fees;
 - (3) exercise the power of eminent domain; or
 - (4) give final approval to the project plan.
- (b) The board of directors of a reinvestment zone and the governing body of the municipality or county that creates a reinvestment zone may each enter into agreements as the board or the governing body considers necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes. An agreement may provide for the regulation or restriction of the use of land by imposing conditions, restrictions, or covenants that run with the land. An agreement may during the term of the agreement dedicate, pledge, or otherwise provide for the use of revenue in the tax increment fund to pay any project costs that benefit the reinvestment zone, including project costs relating to the cost of buildings, schools, or other educational facilities owned by or on behalf of a school district, community college district, or other political subdivision of this state, railroad or transit facilities, affordable housing, the remediation of conditions that contaminate public or private land or buildings, the preservation of the facade of a private or public building, the demolition of public or private buildings, or the construction of a road, sidewalk, or other public infrastructure in or out of the zone, including the cost of acquiring the real property necessary for the construction of the road, sidewalk, or other public infrastructure. An agreement may dedicate revenue from the tax increment fund to pay the costs of providing affordable housing or areas of public assembly in or out of the zone.
- (c) Subject to the approval of the governing body of the municipality that created the zone, the board of a zone designated by the governing body of a municipality under Section 311.005(a)(4) may exercise the power granted by Chapter 211, Local Government Code, to the governing body of the municipality that created the zone to restrict the use or uses of property in the zone. The board may provide that a restriction adopted by the board continues in effect after the termination of the zone. In that event, after termination of the zone the restriction is treated as if it had been adopted by the governing body of the municipality.
- (d) The board of directors of a reinvestment zone may exercise any power granted to a municipality or county by Section 311.008, except that:
- (1) the municipality or county that created the reinvestment zone by ordinance, resolution, or order may restrict any power granted to the board by this chapter; and
 - (2) the board may exercise a power granted to a municipality or county under Section 311.008(b)(2) only with the consent of the governing body of the municipality or county.
- (e) After the governing body of a municipality by ordinance or the governing body of a county by order creates a reinvestment zone under this chapter, the board of directors of the zone may exercise any power granted to a board under this chapter.
- (f) The board of directors of a reinvestment zone and the governing body of the municipality or county that created the zone may enter into a contract with a local government corporation or a political subdivision to manage the reinvestment zone or implement the project plan and reinvestment zone financing plan for the term of the agreement. In this subsection, "local government corporation" means a local government corporation created by the municipality or county under Chapter 431, Transportation Code.
- (g) Chapter 252, Local Government Code, does not apply to a dedication, pledge, or other use of revenue in the tax increment fund for a reinvestment zone under Subsection (b).
- (h) Subject to the approval of the governing body of the municipality or county that designated the zone, the board of directors of a reinvestment zone, as necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone. For purposes of this subsection, on approval of the municipality or county, the board of directors of the zone has all the powers of a municipality under Chapter 380, Local Government Code. The approval required by this subsection may be granted in an ordinance, in the case of a zone designated by a municipality, or in an order, in the case of a zone designated by a county, approving a project plan or reinvestment zone financing plan or approving an amendment to a project plan or reinvestment zone financing plan.
- (i) The board of directors of a reinvestment zone or a local government corporation administering a reinvestment zone may contract with the municipality that created the zone to allocate from the tax increment fund for the zone an amount equal to the tax increment produced by the municipality and paid into the tax increment fund for the zone to pay the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of the land in the zone, regardless of whether the costs of those services are identified in the project plan or reinvestment zone financing plan for the zone.

Terms & Conditions of East Gateway TIRZ #2

Consideration of Additional Projects:

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

Length of TIRZ in Years:

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

Powers and Duties of Board of Directors:

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

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

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	December 5, 2017	Council Pillar	Civic Pride
Department	City Manager		
Contact	Kevin Starbuck, Assistant City Manager Rod Tweet, Parks Director		

Agenda Caption

PRESENTATION AND CONSIDERATION OF ORDINANCE
(Contact: Kevin Starbuck, Assistant City Manager)

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

Agenda Item Summary

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

Requested Action

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

Funding Summary

N/A

Community Engagement Summary

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

Staff Recommendation

City staff is recommending approval of the Ordinance.

ORDINANCE NO. _____

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

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

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

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

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

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

Sec 2-6-44. Members.

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

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

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

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

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

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

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

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Amarillo City Council Agenda Transmittal Memo



Meeting Date	December 5, 2017	Council Pillar	Civic Pride
Department	City Manager		
Contact	Jared Miller, City Manager		

Agenda Caption

PRESENTATION AND CONSIDERATION OF ORDINANCE

(Contact: Jared Miller, City Manager)

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

Agenda Item Summary

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

Requested Action

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

Funding Summary

N/A

Community Engagement Summary

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

Staff Recommendation

City staff is recommending approval of the Ordinance.

ORDINANCE NO. 07700

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

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

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

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

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

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

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

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

SECTION 3. Members. The Board shall consist of seven (7) members with five (5) being citizens of the City of Amarillo appointed by the City Council, one being appointed by Center City, and one member of the City Council. A staff liaison shall be an ex-officio member and shall serve

as the secretary of the Board.

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

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

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

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

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

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Amarillo City Council Agenda Transmittal Memo



Meeting Date	December 5, 2017	Council Priority	Consent Agenda – Easement Vacation
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Department	Planning	Contact	AJ Fawver
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Agenda Caption

Vicinity: West Cliffside Drive & Highway 287

Consideration and possible action on a resolution approving the vacation of a blanket sewer easement occupying Lots 7A and 7B, Henry Reed's Subdivision Unit No. 10, and the remainder of Tract 7, Henry Reed's Subdivision Unit No. 1, and established by document Volume 450 Page 277 and Volume 450 Page 278 filed with the County of Potter, Texas. This vacation was reviewed and recommended for approval by a 6:0 vote from the Planning and Zoning Commission.

Agenda Item Summary

This request vacation is for the purpose of reducing the size of the sewer easement that currently covers all of the applicant's property. The owner had hired a surveyor to replat the property into two lots. When reviewing the plat city staff noticed that there existed a blanket sewer easement over the entire property which was filed in 1948 to allow the city to place an outfall sewer line. Once the outfall line was established, the easement was not further defined and the blanket easement was left on the property which would limit the use of the land to no permanent structures; however, two houses currently exist on the property. The same surveyor was hired to better define the necessary easement on the property so that the city can better locate and maintain the easement for the sewer line. This better defined easement was established on the plat which was approved on 10/26/2017.

Planning, Utilities, and Engineering Departments have reviewed the vacation and associated dedication to conclude that the proposed dedication would suffice for proper utility services and maintenance.

Per Section 12, "Dedications and Vacations" of the City of Amarillo's Development Policy Manual, the developer is required to pay the fair market value of the "use" of the land, since the ownership still resides with the applicant. This means if there is any value for the City of Amarillo to use the land that is proposed to be vacated and not dedicated in the new easement the applicant shall pay this value. The Utility Department and Engineering Department have completed a valuation of the "use" of the land and determined it to be nominal.

Requested Action

The applicant is requesting to vacate a blanket sewer easement that covers all of the applicant's property, established by document Volume 450 Page 277 and Volume 450 Page 278 filed with the County of Potter, Texas. This vacation is associated with a previous approved plat which dedicated a more defined easement to replace the blanket easement.

Amarillo City Council Agenda Transmittal Memo



Funding Summary

N/A

Community Engagement Summary

No notices were required. The item was recommended for approval by 6:0 vote of the Planning and Zoning Commission at its November 27, 2017 public meeting.

Staff Recommendation

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO,
TEXAS VACATING A SANITARY SEWER EASEMENT

WHEREAS, 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 SANITARY SEWER EASEMENT; 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 same is no longer needed for public purposes;

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

SECTION 1. That the herein-described SANITARY SEWER EASEMENT segment be vacated and abandoned for public purposes:

Vacation of a blanket sewer easement occupying Lots 7A and 7B, Henry Reed's Subdivision Unit No. 10, and the remainder of Tract 7, Henry Reed's Subdivision Unit No. 1, and established by document Volume 450 Page 277 and Volume 450 Page 278 filed with the County of Potter, Texas.

SECTION 2. City Manager is authorized to execute an instrument of conveyance to the property owner as allowed or required by law.

SECTION 3. All ordinances and resolutions or parts thereof that conflict with this resolution are hereby repealed, to the extent of such conflict.

SECTION 4. In the event this resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the resolution, and such remaining portions shall continue to be in full force and effect.

SECTION 5. That this Resolution contained herein shall be effective immediately upon passage and approval.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 5th day of December, 2017.

Ginger Nelson, Mayor

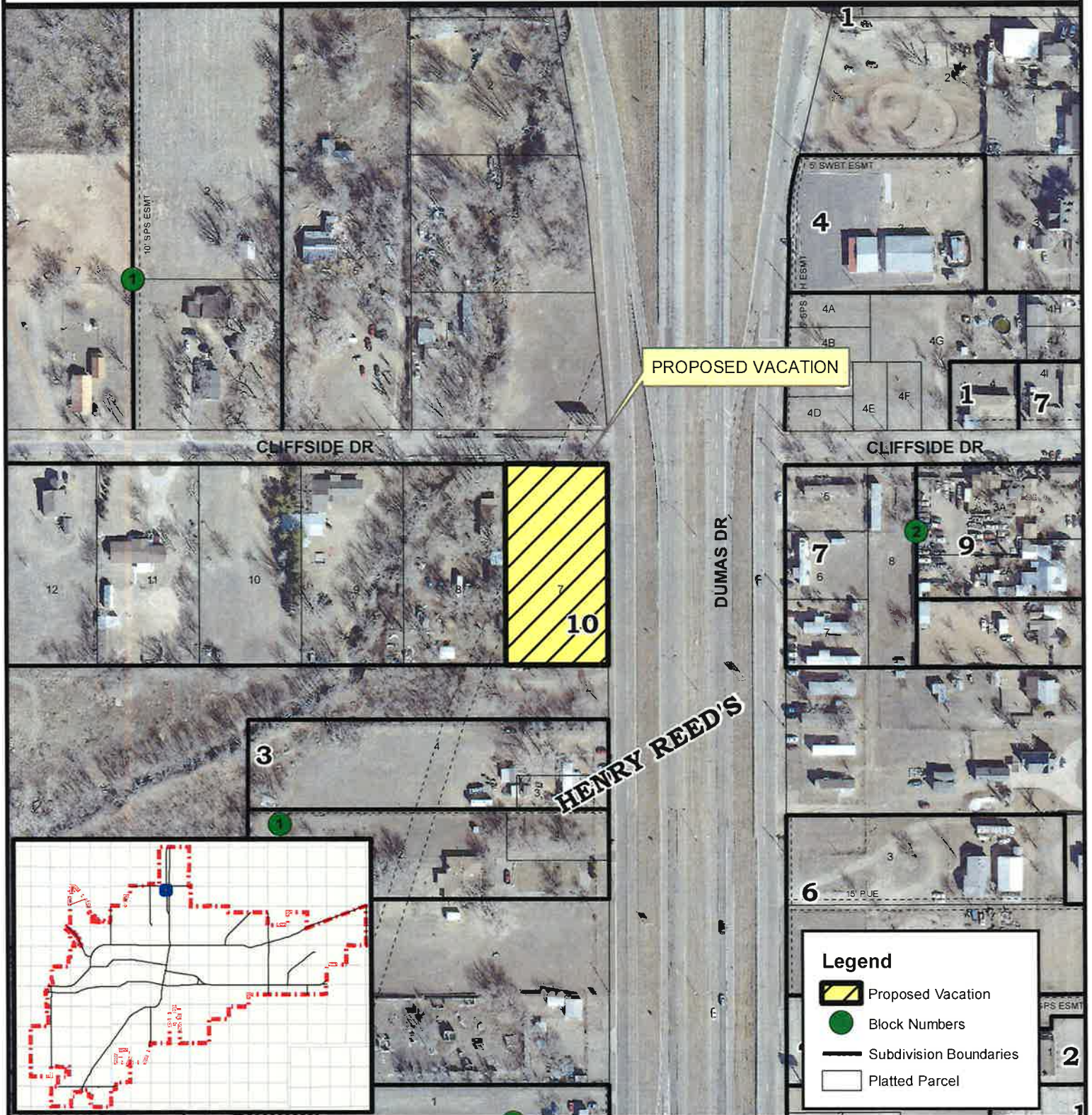
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

**CASE V-17-08
VACATION OF UTILITY EASEMENT**



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 200 feet
Date: 11/20/2017



Vacation of a blanket utility easement occupying Lots 7A and 7B, Henry Reed's Subdivision Unit No. 10, and the remainder of Tract 7, Henry Reed's Subdivision Unit No. 1, and established by document Volume 450 Page 277 and Volume 450 Page 278 filed with the County of Potter, Texas.

Applicant: Dwayne Gresham

Vicinity: W Cliffside Dr. & Highway 287

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	December 5, 2017	Council Pillar	Civic Pride
Department	Public Works		
Contact	Raymond Lee, Public Works Director		

Agenda Caption

RESOLUTION EXTENDING THE ENVIRONMENTAL TASK FORCE COMMITTEE
(Contact: Raymond Lee, Public Works Director)

This item considers extending the Environmental Task Force Committee which was established by Resolution No. 06-20-17-2. The Committee was charged with researching and evaluating recycling operations for the community and to identify a potential list of other environmental concerns that may be similarly researched and evaluated and brought to the City's attention. The Environmental Task Force is scheduled to sunset January 11, 2018. This resolution reauthorizes the Environmental Task Force.

Agenda Item Summary

The purpose of the Task Force is to research and evaluate recycling options, identify other environmental concerns and research and evaluate other environmental concerns as directed by the City Council. The Task Force will continue to provide periodic reports on recycling options to the City Council and will provide its next report no later than January 11, 2019.

Requested Action

Approval of the Resolution

Funding Summary

N/A

Community Engagement Summary

At the November 28, 2017 Council requested City Staff to reauthorize the Task Force that was set to Sunset on January 11, 2018.

Staff Recommendation

City staff is recommending approval of the Resolution.

RESOLUTION NO. 12-05-17-_____

A RESOLUTION OF THE AMARILLO CITY COUNCIL RE-AUTHORIZING AND APPOINTING AN ENVIRONMENTAL TASK FORCE; DEFINING ITS PURPOSE, ESTABLISHING GUIDELINES FOR APPOINTMENTS TO THE TASK FORCE; PROVIDING FOR THE TASK FORCE'S DUTIES AND RESPONSIBILITIES; PROVIDING A SUNSET DATE; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, our environment should be protected for the health and safety of all citizens, now and in the future; and

WHEREAS, recycling of municipal solid waste would improve the environment in the City of Amarillo, and

WHEREAS, determining what recycling options are available requires research and public input, and

WHEREAS, the City Council wishes to involve citizens with an interest in recycling and other environmental concerns in the process of researching and evaluating methods to improve our environment;

WHEREAS, the City Council established the City of Amarillo Environmental Task Force (the "Task Force") by Resolution No. 07-12-16-3 and reappointed the Task Force by Resolution No. 06-20-17-2; and

WHEREAS, the Task Force is scheduled to sunset on January 11, 2018;

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

SECTION 1. The Task Force is hereby reauthorized.

SECTION 2. The purpose of the Task Force shall be advisory only, to provide recommendations to the City Manager and the City Council on the following:

- a. Research and evaluate recycling options for municipal solid waste.
- b. Identify other environmental concerns.
- c. Research and evaluate other environmental concerns as directed by the City Council.

SECTION 3. Members. The Task Force shall consist of 7 members with 6 being citizens of the City of Amarillo, a member of the City Council, and an ex-officio staff liaison. The staff liaison shall serve as the secretary of the Task Force.

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

SECTION 5. The Task Force's latest report on recycling options is attached to this

Resolution as Exhibit "A".

SECTION 6. The Task Force will continue to provide periodic reports on recycling options to the City Council, and will provide its next report to the City Council no later than **January 11, 2019.**

SECTION 7. The Task Force expires upon the completion of its assigned tasks or one year after the effective date of this Resolution, whichever is sooner.

SECTION 8. Should any part of this Resolution conflict with any other resolution, then such other resolution is hereby repealed to the extent of the conflict with this Resolution.

SECTION 9. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 5th day of December, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Amarillo City Council Agenda Transmittal Memo



Meeting Date	December 25, 2017	Council Priority	Economic Development
Department	City Manager		
Contact	Michelle Bonner, Deputy City Manager		

Agenda Caption

PRESENTATION AND CONSIDERATION OF 2017 WORLD CHAMPIONSHIP RANCH RODEO EVENT SUPPORT CONTRACT
(Contact: Michelle Bonner, Deputy City Manager)

This is a contract with the Working Ranch Cowboys Association (WRCA) agreeing to reimburse WRCA for (i) the cost to acquire facilities for the Event; (ii) the cost of conducting the Event; and/or (iii) the cost of preparations necessary or desirable for the conduct of the Event.

Agenda Item Summary

The Site Selection Organization, Working Ranch Cowboys Association (hereafter "WRCA"), agreed to hold the 2017 World Championship Ranch Rodeo (hereafter, "Event") in Amarillo, Texas from November 9 to November 12, 2017. The City of Amarillo agrees to reimburse the WRCA for (i) the cost to acquire facilities for the Event; (ii) the cost of conducting the Event; and/or (ii) the cost of preparations necessary or desirable for the conduct of the Event.

These costs are intended to include, but not be limited to the following:

- a. Hosting Fees and Rental of the Amarillo Civic Center Complex (includes but is not limited to, arena and all public concourses, exhibit halls, meeting rooms, auditorium, parking lots, and ticket office).
- b. Set up/take down; dirt preparation and maintenance, lighting, HVAC, temporary animal stalls, ice removal and reinstallation for hockey, livestock, vehicle rental and equipment rental.
- c. Personnel, including but not limited to police, stagehands, temporary labor, ushers, ticket takers, emergency medical technicians, security, and rodeo personnel; embroidery and dry cleaning; catering; prizes; advertising; marketing materials and signs; entertainment, audio/visual equipment; other services and personnel needed to produce the World Championship Ranch Rodeo.
- d. Improvements and facilities renovations.

Requested Action

That the City Council review and approve the attached Event Support Contract.

Funding Summary

There is funding available in the Civic Amarillo fund. This is the fund that the City uses to account for all of the shows at the Civic Center Facility.

Amarillo City Council Agenda Transmittal Memo



Community Engagement Summary

On April 18, 2017 the City Council authorized a resolution to seek and distribute State funding for the 2017 Working Ranch Cowboys Association World Championship Ranch Rodeo and authorizing the City Manager to enter in to an Event Support Contract. The City did not submit the application for State funding and has identified funding in the Civic Amarillo Fund to provide support of the 2017 Working Ranch Cowboys Association World Championship Ranch Rodeo show.

Staff Recommendation

City staff is recommending approval of the Contract.

STATE OF TEXAS)
POTTER COUNTY)
CITY OF AMARILLO)

EVENT SUPPORT CONTRACT --

2017 WORLD CHAMPIONSHIP RANCH RODEO

WHEREAS, the Working Ranch Cowboys Association has selected Amarillo, Texas as the site for its 2017 World Championship Ranch Rodeo, despite enticements to take that event to another state; and,

WHEREAS, that event has proven to create a positive economic impact for the City of Amarillo and surrounding area; and

WHEREAS, the City Council finds that the WRCA Rodeo and related events benefit the entire community and perform a valuable public purpose, and that the value of such public purpose far exceeds the City’s commitment to fund this Contract;

NOW THEREFORE, the parties execute this Contract for and in consideration of the promises contained herein:

Commitments.

1. The Site Selection Organization, Working Ranch Cowboys Association (hereafter “WRCA”), agrees to hold the 2017 World Championship Ranch Rodeo (hereafter, “Event”) in Amarillo, Texas from *November 9 to November 12, 2017*.
2. The City of Amarillo agrees to reimburse the WRCA for (i) the cost to acquire facilities for the Event; (ii) the cost of conducting the Event; and/or (ii) the cost of preparations necessary or desirable for the conduct of the Event. These costs are intended to include, but not be limited to the following:
 - a. Hosting Fees and Rental of the Amarillo Civic Center Complex (includes but is not limited to, arena and all public concourses, exhibit halls, meeting rooms, auditorium, parking lots, and ticket office).
 - b. Set up/take down; dirt preparation and maintenance, lighting, HVAC, temporary animal stalls, ice removal and reinstallation for hockey, livestock, vehicle rental and equipment rental.
 - c. Personnel, including but not limited to police, stagehands, temporary labor, ushers, ticket takers, emergency medical technicians, security, and rodeo personnel; embroidery and dry cleaning; catering; prizes; advertising; marketing materials and signs; entertainment, audio/visual equipment; other services and personnel needed to produce the World Championship Ranch Rodeo.
 - d. Improvements and facilities renovations.

3. The reimbursements described in Paragraph 2 above are limited to the maximum amount of Two Hundred Thousand Dollars (\$200,000.00). Under no circumstance shall the City be obligated for more than the maximum amount.

Procedure.

4. WRCA shall, within 90 days after the last day of the Event, submit to City (to the attention of: Ms. Michelle Bonner, Deputy City Manager) a copy of each lease, invoice, receipt, and any other documentation requested by City, along with proof of payment (cancelled check or affidavit), and a description of how the expense pertains to the Event and qualifies, per paragraph 2 *Commitments above*, for reimbursement in accordance with this Contract.

5. City shall reimburse the WRCA within a reasonable time, up to the maximum amount for eligible expenses.

General Terms.

6. Each party agrees to fully cooperate with the other. WCRA must provide records and information necessary for the City to document attendance and the economic impact of the Event.

7. Should any portion or aspect of this Contract be determined by a court of competent jurisdiction to be invalid, then such invalidity shall not affect any other part or severable portion of this Contract, it being the intent of the parties to obtain the maximum benefit possible from the remaining unaffected portions.

8. This Contract is made subject to the laws of the State of Texas, and is performable solely within Potter County, Texas.

9. Each signatory represents that he or she is duly authorized to execute this Contract on behalf of and to bind the party for which he/she signs.

10. This Contract may only be modified or amended upon mutual written agreement of all of the parties.

11. This Contract is not assignable.

12. This Contract is effective upon the date of the latest signature.

CITY OF AMARILLO, TEXAS

ATTEST:

By: _____
Michelle Bonner, Deputy City Manager

By: _____
Frances Hibbs, City Secretary

Date: _____

**WORKING RANCH COWBOY
ASSOCIATION**

By: _____
Leman Wall, Manager

Date: _____

8



City of Amarillo

Community Development

Inter-Office Memo

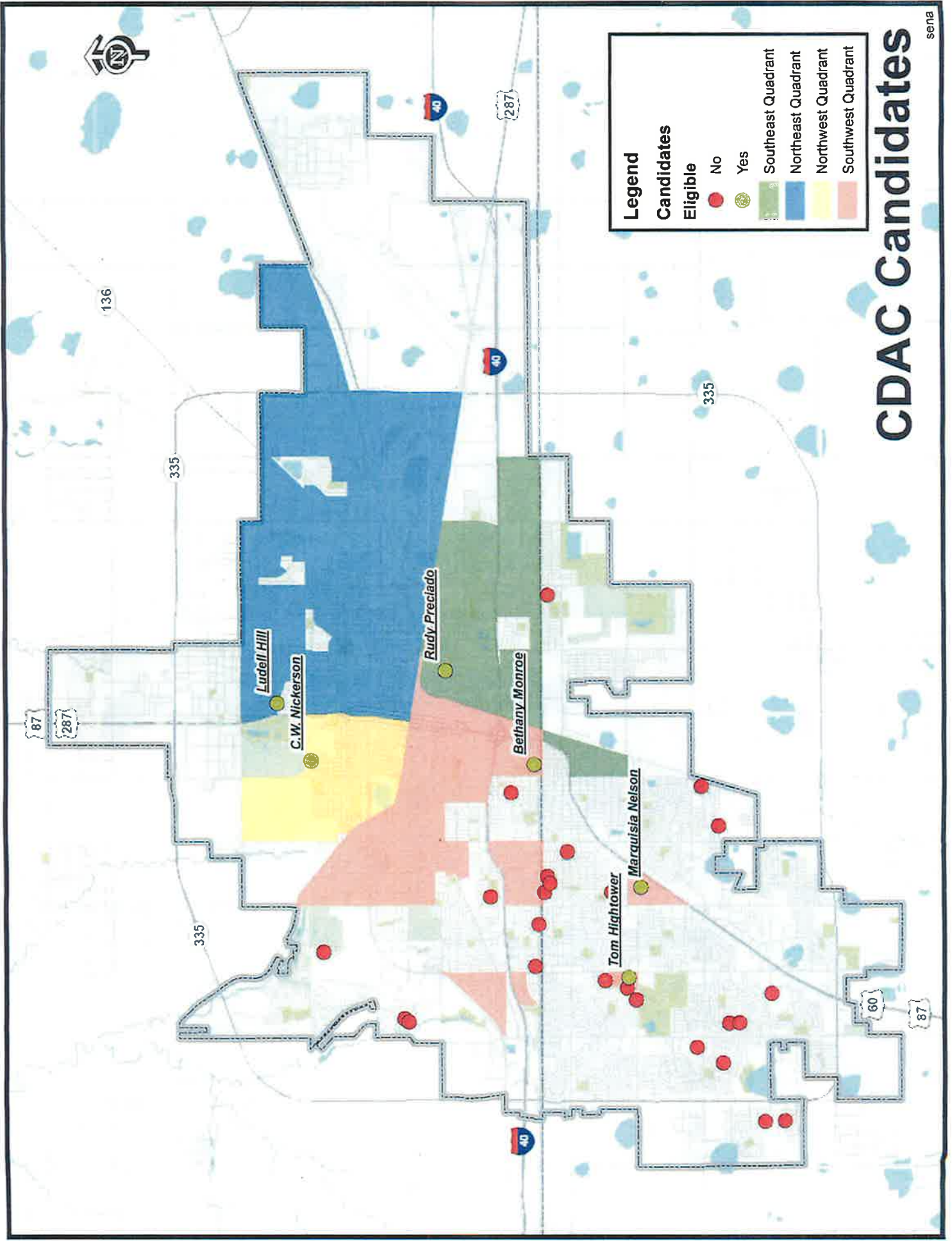
DATE: December 1, 2017
TO: Jared Miller, City Manager
THRU: Frances Hibbs, City Secretary
FROM: James Allen, Community Development Administrator

SUBJECT: Community Development Advisory Committee "CDAC" Vacancies

The CDAC has seven available appointments that should be considered for reappointment or replacement. Each member must reside within the boundaries of the attached HUD designated Target Area map. The current chairperson, Judge Thomas Jones, is not seeking reappointment to this committee. I suggest that Mary Jane Nelson, currently serving the Southeast quadrant be moved to chairperson and the designated Target Area representative. Of the applicants, Rudy Precede resides in the southeast quadrant and could be considered for appointment. Rita Saldierna currently represents the northeast quadrant and could be considered for replacement by Ludell Hill. Ruben Rivera currently serves as a Target Area representative and applicants, Bethany Monroe, Marquisia Nelson, and Tom Hightower could be considered for appointment as a Target Area representative.

These recommendations would allow for continued continuity of historical knowledge which is beneficial in reviewing applications for funding and making recommendations to City Council for approval. All current members with the exception of Judge Thomas Jones would consider reappointment but you do have the opportunity with this format to bring in new citizen input on this vital citizen committee.





Legend

Candidates Eligible

- No (Red dot)
- Yes (Green dot)

Quadrants

- Southeast Quadrant (Green background)
- Northeast Quadrant (Blue background)
- Northwest Quadrant (Yellow background)
- Southwest Quadrant (Orange background)

CDAC Candidates