



The City Of
Pampa

Regular Meeting of the:

Pampa City Commission

December 13, 2021

4:00 p.m.

City of Pampa

201 W. Kingsmill

P.O. Box 2499

Pampa, Texas 79066-2499

Phone: 806-669-5750

Fax: 806-669-5767



**CITY OF PAMPA
CITY COMMISSION AGENDA
REGULAR MEETING**

Paul Searl, Commissioner Ward 1
Brian Doughty, Commissioner Ward 2
Jimmy Keough, Commissioner Ward 3
Bryan Fisher, Commissioner Ward 4

Lance DeFever, Mayor

Shane Stokes, City Manager
Karen Price, City Secretary
Bryan J. Guymon, City Attorney

Notice is hereby given of a **REGULAR MEETING** of the City Commission of the City of Pampa, Texas to be held on **MONDAY, DECEMBER 13, 2021, AT 4:00 P.M., CITY HALL – CITY COMMISSION CHAMBER, 3RD FLOOR, 201 W. KINGSMILL, PAMPA, TEXAS**, for the purpose of considering the following agenda items.

All agenda items are subject to action. The City Commission reserves the right to adjourn into Executive Session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

City Commission meetings are broadcast on YouTube. YouTube does provide closed captioning on the recorded video; it is not provided in real time. Live stream our meetings on www.cityofpampa.org, by clicking the Live Stream Channel link.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE TO TEXAS FLAG

PUBLIC COMMENTS:

Citizens who have signed a card to speak to the City Commission will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the Agenda, Commission Members and City Staff are prevented from discussing the subject and may respond only with statements of factual information or existing City policy. Citizens are limited to three (3) minutes for their presentation to the City Commission.

PRESENTATION:

- 2021 Employee Service Awards

INTRODUCTION:

- New City Secretary

AUTHORIZATIONS BY CITY COMMISSION:

1. Consider approving the minutes of the November 22, 2021 Regular Commission Meeting and the December 6, 2021 Public Hearings/Special City Commission Meeting as presented.
2. Excuse the absence of Commissioner Bryan Fisher from the November 22, 2021 Regular Commission Meeting.
3. Consider awarding the Construction Contract for the City of Pampa Waterline Replacement Project TxCDBG No. 7220350 to the lowest bidder, Scott Wampler Construction Services, in the amount of \$170,765.00, which includes all Base Bid Proposal items.

PRESENTATION:

- **Paige Witthar, PRPC - Presentation of Section 3 goals and requirements as it relates to the City's Texas Community Development Block Grant Project #7220350 for water system improvements to include information on employment opportunities of low and very low-income persons as well as residents residing in the community.**
4. Consider authorizing the City Manager to enter into and execute a maintenance contract with Otis Elevator Company for maintenance and management services for elevators located at City Hall and Lovett Memorial Library.
 5. Consider adopting Resolution No. R21-038, a Resolution by the City Commission continuing Executive Order GA-34 and extending to January 10, 2022, the City of Pampa Declaration of Local Disaster Order.
 6. Consider adopting Resolution No. R21-039, a Resolution by the City Commission authorizing the submission of a FY 2022 Regional Solid Waste Grant Program application to the Panhandle Regional Planning Commission (PRPC) and authorize the City Manager to represent the City in all matters pertaining to this application.
 7. Consider adopting on second and final reading Ordinance No. 1759, an Ordinance of the City Commission of the City of Pampa, Texas designating a certain contiguous geographic area in the City as "Tax Increment Reinvestment Zone #1 – Downtown Pampa" (TIRZ 1); establishing a Board of Directors for such Reinvestment Zone; creating a Tax Increment Fund for the Zone; provide for an effective date and termination date for the Zone; and containing other provisions related thereto.
 8. Consider adopting on second and final reading Ordinance No. 1760, an Ordinance by the City Commission approving a rezoning request from Open Range Development, LLC to rezone from Single Family 2 to Commercial, all of Lots 10 through 18, Block 2 of the Edwin Park Subdivision to the City of Pampa, Texas.

9. Consider adopting on second and final reading Ordinance No. 1761, an Ordinance by the City Commission amending the Code of Ordinances, Section 1.07.007, rental fees and other charges, relative to the operation, use and fees for M. K. Brown Auditorium.

10. EXECUTIVE SESSION: The City Commission will convene into closed session in accordance with Texas Government Code, Subchapter D, Section 551.074 – Personnel Matters to discuss:
 - Advisory Boards Appointments/Reappointments

RECONVENE: The City Commission will reconvene into open session to act, if necessary, regarding matters discussed in Executive Session.

ADJOURN:

CERTIFICATION

I certify that the above Agenda was posted on the outside officially designated bulletin board in front of City Hall, facing Kingsmill Street, a place convenient and readily accessible to the public at all times and said Agenda was posted on **FRIDAY, DECEMBER 10, 2021, BEFORE 4:00 P.M.** and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.



Karen L. Price, City Secretary

ACCESSABILITY STATEMENT

In compliance with the Americans with Disabilities Act, the City of Pampa will provide for reasonable accommodations for persons attending City Commission meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Karen Price, City Secretary, at 669-5750. City Hall is wheelchair accessible. Entry is on the West side of the building.

AGENDA REMOVAL NOTICE

This public notice was removed from the official designated bulletin board at 201 W. Kingsmill Street, Pampa, Texas, City Hall on the following date and time:

Date: _____ Time: _____

By: _____



CITY OF PAMPA AGENDA INFORMATION SHEET

2021 EMPLOYEE SERVICE AWARDS

MEETING DATE:	December 13, 2021
STAFF CONTACT:	Lance DeFever, Mayor Shane Stokes, City Manager
5 YEAR RECIPIANTS:	Jeanine Cooley Latham Daughtry Ashton Fisher Brooke Noble Johnny Price Pete Solorzano Anita Webb
10 YEAR RECIPIANTS:	Kevin Grimes Jon Hammond Tyler Hooper Tracy Stroud Kevin Webb
25 YEAR RECIPIANTS:	Jesse Hanes



CITY OF PAMPA AGENDA INFORMATION SHEET

STAFF INTRODUCTION:

MEETING DATE:	December 13, 2021
DESCRIPTION	Introduce New City Secretary
STAFF CONTACT:	Shane Stokes, City Manager



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM: 1

ITEM/PROJECT:	MINUTES
MEETING DATE:	December 13, 2021
DESCRIPTION	Consider approving the minutes of the November 22, 2021, Regular Commission Meeting and the December 6, 2021, Public Hearings/Special Commission Meeting as presented.
STAFF CONTACT:	Karen Price, City Secretary
FINANCIAL IMPACT:	N/A
SOURCE OF FUNDS:	N/A
START/COMPLETION SCHEDULE:	Minutes take effect after Commission approve.
RECOMMENDED ACTION:	Staff recommends Commission approve the minutes of the November 22, 2021, Regular Commission Meeting and the December 6, 2021, Public Hearings/Special Commission Meeting as presented.
RECOMMENDED MOTION:	I make a motion to approve the minutes of the November 22, 2021, Regular Commission and the December 6, 2021 Public Hearings/Special Commission Meeting as presented.
BACKGROUND/ ADDITIONAL INFORMATION:	Copy of minutes of the November 22 nd and December 6 th , 2021, meeting attached.

**MINUTES OF THE
CITY COMMISSION OF THE CITY OF PAMPA, TEXAS
REGULAR MEETING
MONDAY, NOVEMBER 22, 2021**

CALL TO ORDER: Mayor Lance DeFever at 4:00 p.m.

PRESENT: Lance DeFever Mayor
Paul Searl Commissioner
Brian Doughty Commissioner
Jimmy Keough Commissioner

ABSENT: Bryan Fisher Commissioner

STAFF: Shane Stokes City Manager
Bryan Guymon City Attorney
Karen Price City Secretary
Robin Bailey Finance Director
Gary Turley Director Public Works
Dustin Miller Community Services Director
Lance Richburg Chief of Police
Theresa Daniels Asst. Finance Director

VISITORS: Robin Keough Byron Williamson
Clay Rice Glennette Goode
Kole Glover

NEWS MEDIA: John Lee Pampa News

INVOCATION: Byron Williamson Commission Chaplain

PUBLIC COMMENTS: None

AUTHORIZATIONS BY CITY COMMISSION:

21-163

1. Consider approving the minutes of the November 8, 2021 Regular Commission Meeting/G-200 Training as presented.

A motion was made by Commissioner Searl and Seconded by Commissioner Doughty to approve the minutes of the November 8, 2021 Regular Commission Meeting/G-200 Training as presented, with each Commission Member voting AYE the motion carried.

21-164

2. Consider accept the Pampa Economic Development Corporations 2020-2021 Annual Report as presented.

A motion was made by Commissioner Doughty and Seconded by Commissioner Keough accept the Pampa Economic Development Corporations 2020-2021 Annual Report as presented, with each Commission Member voting AYE the motion carried.

21-165

3. Consider approving an application form Jason Bagwell for the replat of Lots 1 through 3, Block 23, and a portion of Lots 2 and 3 of Block 29, Section IV of the North Crest Addition to the City of Pampa, Texas.

A motion was made by Commissioner Keough and Seconded by Commissioner Searl to approve the application from Jason Bagwell for the replat of Lots 1 through 3, Block 23, and a portion of Lots 2 and 3 of Block 29, Section IV of the North Crest Addition to the City of Pampa, Texas, with each Commission Member voting AYE, the motion carried.

21-166

4. Consider authorizing the City Manager to enter in to a five (5) year Professional Services Agreement with Parkhill Engineering for engineering, consulting, and design services.

A motion was made by Commissioner Searl and Seconded by Commissioner Keough to authorize the City Manager to enter in to a five (5) year Professional Services Agreement with Parkhill Engineering for engineering, consulting, and design services, with each Commission Member voting AYE, the motion carried.

PRESENTATION:

A presentation was made by Andrew Friedman, Samco Capital, Financial Advisor to the City of Pampa, regarding a Bond Refunding opportunity to generate debt service savings and authorize the City's staff and consultants to proceed so long as debt service savings may be achieved.

21-167

5. Consider adopting Resolution No. R21-037, a Resolution by the City Commission continuing Executive Order GA-34 and extending to December 13, 2021, the City of Pampa's Declaration of Local Disaster Order.

**RESOLUTION NO. R21-037
CITY OF PAMPA, TEXAS
EXTENSION OF DECLARATION OF LOCAL DISASTER**

A motion was made by Commissioner Doughty and Seconded by Commissioner Searl to adopt Resolution No. R21-037, a Resolution by the City Commission continuing Executive Order GA-34 and extending to December 13, 2021, the City of Pampa's Declaration of Local Disaster Order, with each Commission Member voting AYE the motion carried.

21-168

6. Consider adopting on second and final reading Ordinance No. 1757, an Ordinance of the City Commission providing for a crosswalk at Pampa High School.

ORDINANCE NO. 1757

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, PROVIDING THAT THE CODE OF ORDINANCES BE AMENDED BY REVISING SECTION 12.04.003 PROVIDING FOR A CROSSWALK AT PAMPA HIGH SCHOOL 290 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF DUNCAN STREET ON RANDY MATSON AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Searl and Seconded by Commissioner Keough to adopt on second and final reading Ordinance No. 1757, an Ordinance of the City Commission providing for a crosswalk at Pampa High School located 290 feet west of the west right-of-way line of Duncan Street on Randy Matson Avenue, with each Commission Member voting AYE the motion carried.

7. Consider approving on first reading Ordinance No. 1758, an Ordinance of the City Commission amending the Code of Ordinances, Article 12.04 pertaining to cross walks and no parking zones.

ORDINANCE NO. 1758

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, AMENDING CODE OF ORDINANCES, ARTICLE 12.04, TRAFFIC-CONTROL DEVICES, SECTION 12.04.003 CROSSWALKS, SAFETY ZONES BY REPEALING SECTION 12.04.003(b)(3)(5) AND ARTICLE 12.10, STOPPING, STANDING AND PARKING, SECTION 12.10.072 PARKING PROHIBITED BY REPEALING THE REFERENCE TO RUSSELL STREET IN SECTION 12.10.072(1); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A motion was made by Commissioner Keough and Seconded by Commissioner Doughty to approve on first reading Ordinance No. 1758, an Ordinance of the City Commission amending the Code of Ordinance, Article 12.04 pertaining to cross walks and no parking zones, with each Commission Member voting AYE, the motion carried.

8. Consider appointing Kenneth Cox to the Planning & Zoning Commission for an unexpired term, with term beginning November 23, 2021, ending September 30, 2022.

A motion was made by Commissioner Doughty and Seconded by Commissioner Keough to appoint Kenneth Cox to the Planning & Zoning Commission for an unexpired term, with term beginning November 23, 2021, ending September 30, 2022, with each Commission Member voting AYE, the motion carried.

9. Consider approving the List of Disbursements dated October 2021.

A motion was made by Commissioner Doughty and Seconded by Commissioner Searl to approve the List of Disbursements dated October 2021, with total Disbursements being \$3,069,944.21 and the amount after balance sheet and income account being \$1,806,307.31, with each Commission Member voting AYE, the motion carried.

10. EXECUTIVE SESSION: The City Commission convened into closed session at 4:24 p.m. in accordance with Texas Government Code, Subchapter D, Section 551.074 – Personnel Matters to discuss:

- Appointments/reappointments to the Pampa Economic Development Corporations Board of Directors.

RECONVENE: The City Commission reconvened into open session at 5:10 p.m. with the following action taken:

A motion was made by Commissioner Keough and Seconded by Commissioner Searl to reappoint Dr. Emily Arrington, Jason Bagwell, Sue Fatheree, and Ted Hutto to the Pampa Economic Development Corporations Board of Directors for a two-year term, with term beginning January 1, 2022, ending December 31, 2023, with each Commission Member voting AYE, the motion carried.

ADJOURNED:

There being no further business on the agenda, the meeting/ was adjourned at 5:11 p.m. by Mayor Lance DeFever.

Karen L. Price, City Secretary

Lance DeFever, Mayor

**MINUTES OF THE
CITY COMMISSION OF THE CITY OF PAMPA, TEXAS
PUBLIC HEARINGS/SPECIAL MEETING
MONDAY, DECEMBER 6, 2021**

CALL TO ORDER: Mayor Lance DeFever at 4:00 p.m.

PRESENT:	Lance DeFever	Mayor
	Paul Searl	Commissioner
	Brian Doughty	Commissioner
	Jimmy Keough	Commissioner
	Bryan Fisher	Commissioner

ABSENT: None

STAFF:	Shane Stokes	City Manager
	Karen Price	City Secretary
	Robin Bailey	Finance Director
	Gary Turley	Director Public Works
	Dustin Miller	Community Services Director
	Lance Richburg	Chief of Police
	Kasey Presson	Fire Chief
	Theresa Daniels	Asst. Finance Director
	LeRoy Cox	Captain-Fire Dept.
	Craig Harkcom	Captain-Fire Department
	Jason Roberts	Fire Marshal
	Cary Rushing	Building Official
	Sharod Harris	Engineer-In-Training

VISITORS:	Lee Waters	Diane Waters
	Luke Raber	Lisa Fisher
	Phillis Garner	Dale Garner
	Clay Rice	Terrill Bartlett

NEWS MEDIA:	John Lee	Pampa News
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INVOCATION:	Paul Searl	Commissioner
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PUBLIC COMMENTS: None

PUBLIC HEARING:

Notice is hereby given that the City Commission of the City of Pampa, Texas will hold a Public Hearing on Monday, December 6, 2021 at 4:00 p.m. in the City Commission Chambers, City Hall 200 W. Foster Street, Pampa, Texas, to receive comments regarding the creation of the City of Pampa's "Tax Increment Reinvestment Zone #1- Downtown Pampa" (TIRZ 1), as required by Section 311.003 of the Texas Tax Code.

All interested parties are encouraged to attend the Public Hearing and will be given the opportunity to be heard regarding the proposed TIRZ 1. A map of the proposed TIRZ 1 and a listing of the properties included can be found at City Hall and at www.cityofpampa.org. If you cannot attend, you may submit comments in writing prior to the Public Hearing to the following:

City Secretary
City of Pampa
P.O. Box 2499
Pampa, Texas 79066-2499

The public is encouraged to attend this Public Hearing. Public comments on the TIRZ 1 are welcome and will be heard.

Mayor DeFever opened the Public Hearing at 4:01 p.m. Mayor DeFever asked if there was anyone wanting to speak during the Public Hearing concerning the TIRZ 1, there being no one to speak, Mayor DeFever called for motion to close the Public Hearing:

A motion was made by Commissioner Keough and Seconded by Commissioner Searl to close the Public Hearing at 4:03 p.m. with each Commissioner voting AYE, the motion carried.

PUBLIC HEARING:

The City Commission of the City of Pampa will conduct a Public Hearing following the TIRZ 1 Public Hearing on December 6, 2021, at City Hall, 200 W. Foster, Pampa, Texas on the 3rd Floor, City Commission Chambers. This will be a Public Hearing for the purpose of receiving public comments concerning the following request:

Open Range Development LLC, application to rezone all of Lots 10 through 18, Block 2 of the Edwin Park Subdivision to the City of Pampa, Texas, from Single Family 2 to Commercial. The applicant evidences a clear intent to sell the tract as Commercial Property.

The public is encouraged to attend this Public Hearing. Public comments on the proposed rezone are welcome and will be heard.

Mayor DeFever opened the Public Hearing at 4:04 p.m., Mayor asked Sharod Harris, Engineer-In-Training to give an overview of the TIRZ 1 Project. Mayor DeFever called Lee Water attorney for Open Range Development to speak on behalf of Open Range Development. Following the overview and Lee Water's presentation, Mayor DeFever asked if there was anyone present who wanted to speak on the proposed Rezoning, there being no one wanting to speak, Mayor DeFever called for motion to close the Public Hearing:

A motion was made by Commissioner Doughty and Seconded by Commissioner Keough to close the Public Hearing at 4:10 p.m. with each Commissioner voting AYE, the motion carried.

INTRODUCTION:

Shane Stokes, City Manager introduced the following new staff:

- Theresa Daniels, Finance/HR Director
- Kasey Presson, Fire Chief

AUTHORIZATIONS BY CITY COMMISSION:

1. Consider adopting on second and final reading Ordinance No. 1758, an Ordinance of the City Commission amending the Code of Ordinances, Article 12.04 pertaining to Crosswalks and No Parking Zones.

ORDINANCE NO. 1758

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, AMENDING CODE OF ORDINANCES, ARTICLE 12.04, TRAFFIC-CONTROL DEVICES, SECTION 12.04.003 CROSSWALKS, SAFETY ZONES BY REPEALING SECTION 12.04.003(b)(3)(5) AND ARTICLE 12.10, STOPPING, STANDING AND PARKING, SECTION 12.10.072 PARKING PROHIBITED BY REPEALING THE REFERENCE TO RUSSELL STREET IN SECTION 12.10.072(1); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

A motion was made by Commissioner Searl and Seconded by Commissioner Fisher to adopt on second and final reading Ordinance No. 1758, an Ordinance of the City Commission amending the Code of Ordinance, Article 12.04, Traffic-Control Devices, Section 12.04.003 Crosswalks, Safety Zones by repealing Section 12.04.003(b)(3)(5) and Article 12.10,

Stopping, Standing and Parking, Section 12.10.072 Parking Prohibited by repealing the reference to Russell Street in Section 12.10.072(1); providing a savings clause; providing a severability clause; and providing an effective date, with each Commission Member voting AYE, the motion carried.

21-176

2. Consider approving on first reading Ordinance No. 1759, an Ordinance of the City Commission of the City of Pampa, Texas designating a certain contiguous geographic area in the City as “Tax Increment Reinvestment Zone #1 – Downtown Pampa” (TIRZ 1); establishing a Board of Directors for such Reinvestment Zone; creating a Tax Increment Fund for the Zone; provide for an effective date and termination date for the Zone; and containing other provisions related thereto.

ORDINANCE NO. 1759

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS DESIGNATING A CERTAIN CONTIGUOUS GEOGRAPHIC AREA IN THE CITY AS “TAX INCREMENT REINVESTMENT ZONE #1 – DOWNTOWN PAMPA” (TIRZ 1); ESTABLISHING A BOARD OF DIRECTORS FOR SUCH REINVESTMENT ZONE; CREATING A TAX INCREMENT FUND FOR THE ZONE; PROVIDING FOR AN EFFECTIVE DATE AND TERMINATION DATE FOR THE ZONE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

A motion was made by Commissioner Doughty and Seconded by Commissioner Keough to approve on first reading Ordinance No. 1759, an Ordinance of the City Commission of the City of Pampa, Texas designating a certain contiguous geographic area in the City as “Tax Increment Reinvestment Zone #1 – Downtown Pampa” (TIRZ 1); establishing a Board of Directors for such Reinvestment Zone; creating a Tax Increment Fund for the Zone; provide for an effective date and termination date for the Zone; and containing other provisions related thereto, with each Commission Member voting AYE, the motion carried.

21-177

3. Consider approving on first reading Ordinance No. 1760, an Ordinance by the City Commission approving a rezoning request from Open Range Development, LLC to rezone from Single Family 2 to Commercial, all of Lots 10 through 18, Block 2 of the Edwin Park Subdivision to the City of Pampa, Texas.

ORDINANCE NO. 1760

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, AMENDING SECTION 3 OF ORDINANCE NO. 690 (CHAPTER 14, EXHIBIT A TO THE CODE OF ORDINANCES, CITY OF PAMPA, TEXAS), PASSED AND APPROVED ON APRIL 8, 1969, CHANGING FROM A ONE-FAMILY DWELLING DISTRICT TWO (SF-2) DISTRICT AND PLACING IN A COMMERCIAL DISTRICT ALL OF LOTS TEN THROUGH EIGHTEEN (10-18), IN BLOCK TWO (2) OF THE EDWIN PARK SUBDIVISION TO THE CITY OF PAMPA, GRAY COUNTY, TEXAS, AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Fisher and Seconded by Commissioner Searl to approve on first reading Ordinance No. 1760, an Ordinance of the City of Pampa, Texas amending Section 3 of Ordinance No. 690 (Chapter 14, Exhibit A to the Code of Ordinances, City of Pampa, Texas), passed and approved on April 8, 1969, changing from a One-Family Dwelling District Two (SF-2) District and placing in a Commercial District all of Lots ten through eighteen (10 – 18), in Block two (2) of the Edwin Park Subdivision to the City of Pampa, Gray County, Texas, and providing for an effective date, with each Commission Member voting AYE, the motion carried.

4. Consider approving on first reading Ordinance No. 1761, an Ordinance by the City Commission amending the Code of Ordinances, Section 1.07.007, rental fees and other charges, relative to the operation, use and fees for M. K. Brown Auditorium.

ORDINANCE NO. 1761

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, AMENDING CODE OF ORDINANCES, ARTICLE 1.07, AUDITORIUM, SECTION 1.07.007, RENTAL FEES AND OTHER CHARGES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A motion was made by Commissioner Keough and Seconded by Commissioner Searl to approve on first reading Ordinance No. 1761, an Ordinance of the City of Pampa, Texas amending Code of Ordinances, Article 1.07, Auditorium, Section 1.07.007, Rental Fees and Other Charges; providing a savings clause; providing a severability clause; and providing an effective date, with each Commission Member voting AYE, the motion carried.

ADJOURNED:

There being no further business on the agenda, the meeting/ was adjourned at 4:30 p.m. by Mayor Lance DeFever.

Karen L. Price, City Secretary

Lance DeFever, Mayor



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM: 2

ITEM/PROJECT:

COMMISSION ABSENCE

MEETING DATE:

December 13, 2021

DESCRIPTION

Excuse the absence of Commissioner Bryan Fisher from the November 22, 2021 Regular Commission Meeting.

CONTACT:

Commission Members



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM: 3

ITEM/PROJECT:	AWARD BID FOR WATER SYSTEM PROJECT
MEETING DATE:	December 13, 2021
DESCRIPTION	Consider awarding the Construction Contract for the City of Pampa Waterline Replacement Project, TxCDBG No. 7220350, to the lowest bidder, Scott Wampler Construction Services, in the amount of \$170,765.00, which includes all Base Bid Proposal items.
STAFF CONTACT:	Gary Turley, Director Public Works Kole Glover, Parkhill Engineer
FINANCIAL IMPACT:	\$170,765.00 – City's match is \$43,500
SOURCE OF FUNDS:	Texas Community Development Block Grant Funds
START/COMPLETION SCHEDULE:	Information provided during meeting.
RECOMMENDED ACTION:	Staff recommends Commission award Pampa Waterline Replacement Project to Scott Wampler Construction Services as recommended.
RECOMMENDED MOTION:	I make a motion to award the Construction Contract for the City of Pampa Waterline Replacement Project, TxCDBG No. 7220350 to Scott Wampler Construction Services in the amount of \$170,765.00.
BACKGROUND/ ADDITIONAL INFORMATION:	Copy of bid recommendation letter and tally sheet attached.

December 10, 2021

Mr. Gary Turley
Director of Public Works
City of Pampa
200 W. Foster Ave.
Pampa, Texas 79066

Re: City of Pampa Waterline Replacement TxCDBG No. 7220350
Recommendation for Award of Construction Contract

Dear Mr. Turley:

We reviewed bids for the noted project received December 8, 2021 and determined all bids were submitted in accordance with guidelines established in the bid documents as well as procedures adopted by City of Pampa and required by the TxCDBG program. Bids were determined tabulated properly and are consistent with figures recorded during the bid opening. Enclosed is a detailed bid tabulation form for reference.

We recommend the Construction Contract for the City of Pampa Waterline Replacement TxCDBG No. 7220350 project be awarded to low bidder, Scott Wampler Construction Services, including all Base Bid Proposal items for **total Contract amount of \$170,765.00**.

For anything further, please contact me directly at 806.378.8623 or kglover@parkhill.com.

Sincerely,

PARKHILL

By 
Kole T. Glover, PE
Project Manager | Associate

KTG/kg
Encl

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CITY OF PAMPA WATERLINE REPLACEMENT TxCDBG No. 7220350

PAMPA, TEXAS

December 8, 2021

2:00 PM

Item No.	Description	Quantity	Unit	SCOTT WAMPLER CONSTRUCTION SERVICES 9800 HWY 60 CANYON, TEXAS 79015		GATES UTILITIES, LLC PO BOX 1597 DUMAS, TEXAS 79029		BO SIMON, INC 28700 SOUTH HIGHWAY 87 CANYON, TEXAS 79016		LA FULLER & SONS, LTD 9401 E. AMARILLO BLVD AMARILLO, TEXAS 79108	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID											
1	Mobilization/Demobilization	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$11,600.00	\$11,600.00
2	Asphalt Paving Removal and Replacement	182	SY	\$40.00	\$7,280.00	\$72.00	\$13,104.00	\$150.00	\$27,300.00	\$105.00	\$19,110.00
3	Concrete Valley Gutter Removal and Replacement	15	LF	\$75.00	\$1,125.00	\$230.00	\$3,450.00	\$100.00	\$1,500.00	\$336.00	\$5,040.00
4	Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$8,725.00	\$8,725.00	\$8,000.00	\$8,000.00	\$16,610.00	\$16,610.00
5	4-inch PVC C900 DR 18 Waterline	152	LF	\$35.00	\$5,320.00	\$39.00	\$5,928.00	\$50.00	\$7,600.00	\$58.00	\$8,816.00
6	6-inch PVC C900 DR 18 Waterline	10	LF	\$50.00	\$500.00	\$52.00	\$520.00	\$60.00	\$600.00	\$106.00	\$1,060.00
7	8-inch PVC C900 DR 18 Waterline	180	LF	\$45.00	\$8,100.00	\$56.00	\$10,080.00	\$80.00	\$14,400.00	\$94.40	\$16,992.00
8	6-inch PVC C900 DR 18 Waterline Slick Bore	960	LF	\$75.00	\$72,000.00	\$75.00	\$72,000.00	\$75.00	\$72,000.00	\$82.00	\$78,720.00
9	Warning Tape	240	LF	\$1.00	\$240.00	\$2.00	\$480.00	\$2.00	\$480.00	\$0.20	\$48.00
10	Ductile Iron Fittings	0.48	TON	\$10,000.00	\$4,800.00	\$8,164.59	\$3,919.00	\$10,000.00	\$4,800.00	\$15,860.00	\$7,612.80
11	16-inch Steel Casing (0.375-inch) in Bore	102	LF	\$150.00	\$15,300.00	\$252.00	\$25,704.00	\$300.00	\$30,600.00	\$392.00	\$39,984.00
12	4-inch Gate Valve and Box	1	EA	\$950.00	\$950.00	\$1,450.00	\$1,450.00	\$1,200.00	\$1,200.00	\$1,550.00	\$1,550.00
13	6-inch Gate Valve and Box	2	EA	\$1,400.00	\$2,800.00	\$1,600.00	\$3,200.00	\$1,600.00	\$3,200.00	\$1,765.00	\$3,530.00
14	Cut and Plug Existing 6-inch Waterline	3	EA	\$1,500.00	\$4,500.00	\$1,700.00	\$5,100.00	\$2,000.00	\$6,000.00	\$610.00	\$1,830.00
15	Connect to Existing 6-inch Waterline	3	EA	\$1,800.00	\$5,400.00	\$2,400.00	\$7,200.00	\$2,500.00	\$7,500.00	\$640.00	\$1,920.00
16	6-inch x 6-inch Tapping Sleeve with Gate Valve and Box	2	EA	\$3,650.00	\$7,300.00	\$3,250.00	\$6,500.00	\$5,000.00	\$10,000.00	\$4,220.00	\$8,440.00
17	10-inch x 8-inch Tapping Sleeve with Gate Valve and Box	1	EA	\$4,650.00	\$4,650.00	\$4,300.00	\$4,300.00	\$6,500.00	\$6,500.00	\$5,330.00	\$5,330.00
18	Remove Existing Fire Hydrant	1	EA	\$1,250.00	\$1,250.00	\$1,200.00	\$1,200.00	\$3,200.00	\$3,200.00	\$715.00	\$715.00
19	Fire Hydrant	1	EA	\$4,250.00	\$4,250.00	\$5,500.00	\$5,500.00	\$4,700.00	\$4,700.00	\$5,265.00	\$5,265.00
20	Connect to Existing Water Service	2	EA	\$1,250.00	\$2,500.00	\$1,350.00	\$2,700.00	\$1,500.00	\$3,000.00	\$1,240.00	\$2,480.00
BASE BID TOTAL					\$170,765.00		\$196,060.00		\$222,580.00		\$236,652.80
ALTERNATE 1 - OPEN CUT INSTALLATION											
A1-1.	In lieu of Base Bid Item No. 2, Asphalt Paving Removal and Replacement	701	SY	\$40.00	\$28,040.00	\$70.00	\$49,070.00	\$86.00	\$60,286.00	\$82.00	\$57,482.00
A1-2.	In lieu of Base Bid Item No. 3, Concrete Valley Gutter Removal and Replacement	20	LF	\$75.00	\$1,500.00	\$230.00	\$4,600.00	\$100.00	\$2,000.00	\$252.00	\$5,040.00
A1-3.	In lieu of Base Bid Item No. 4, Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$11,500.00	\$11,500.00	\$8,000.00	\$8,000.00	\$4,330.00	\$4,330.00
A1-4.	In lieu of Base Bid Item No. 8, 6-inch PVC C900 DR 18 Waterline Installed via Open Cut	960	LF	\$60.00	\$57,600.00	\$44.00	\$42,240.00	\$40.00	\$38,400.00	\$48.00	\$46,080.00
A1-5.	In lieu of Base Bid Item No. 9, Warning Tape	1,201	LF	\$1.00	\$1,201.00	\$2.00	\$2,402.00	\$0.50	\$600.50	\$0.10	\$120.10
ALTERNATE 1 TOTAL					\$103,341.00		\$109,812.00		\$109,286.50		\$113,052.10
BASE BID + INCORPORATED ALTERNATE 1 TOTAL					\$185,961.00		\$208,113.00		\$222,586.50		\$230,176.90



**CITY OF PAMPA
AGENDA INFORMATION SHEET**

PRESENTATION:

ITEM/PROJECT:

**SECTION 3-TEXAS COMMUNITY DEVELOPMENT BLOCK
GRANT PROJECT**

MEETING DATE:

December 13, 2021

DESCRIPTION

Presentation of Section 3 goals and requirements as it relates to the City's Texas Community Development Block Grant Project #7220350 for water system improvements to include information on employment opportunities of low and very low-income persons as well as residents residing in the community.

CONTACT:

**Paige Witthar, Community and Economic Development
Program Specialist, PRPC**

**BACKGROUND/
ADDITIONAL
INFORMATION:**

Slideshow Presentation

A1024 Section 3 Presentation to City of Pampa



The City recently received the following grant award:

- Grant Contract No. 7220350
- Award Amount: \$275,000
- Project: Installation of approximately one thousand one hundred linear feet (1,100 l.f.) of six-inch (6") water line and one hundred sixty-five linear feet (165 l.f.) of eight-inch water line and all associated appurtenances.



The grant is funded through the
Community Development Block Grant, via:

- U.S. Department of Housing and Urban
Development

and

- Texas Department of Agriculture



Section 3 Concepts

- As a condition of funding, the City must comply with Section 3 of the Housing and Urban Development Act of 1968.
- To the greatest extent feasible, Grant Recipients must direct economic opportunities generated by CDBG funds to low- and very low-income persons.



Section 3 Concepts

In part, this means ensuring that:

- Section 3 Businesses have the information to submit a bid or proposal for the project; and
- Section 3 Workers have information about any available job opportunities related to the project.

For precise definitions, see TxCDBG Policy Issuance 20-01



Section 3 Business

A company may qualify as a Section 3 Business if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3 month period are performed by Section 3 Workers

Register at:

- HUD's Section 3 website:
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>



Section 3 Business

This project is expected to include the following contracting opportunities:

- Grant Administration services (previously selected)
- Engineering Services (previously selected)
- Prime Contractor for Water Line Replacement



Section 3 Worker

You may qualify as a Section 3 Worker if:

- Your annual income is below the county threshold for your family size:
- You are a current or recent Youthbuild participant

Register your information and search for opportunities at:

- WorkInTexas.gov
- HUD's Section 3 Opportunity Portal
<https://hudapps.hud.gov/OpportunityPortal/>
- Panhandle Workforce Solutions

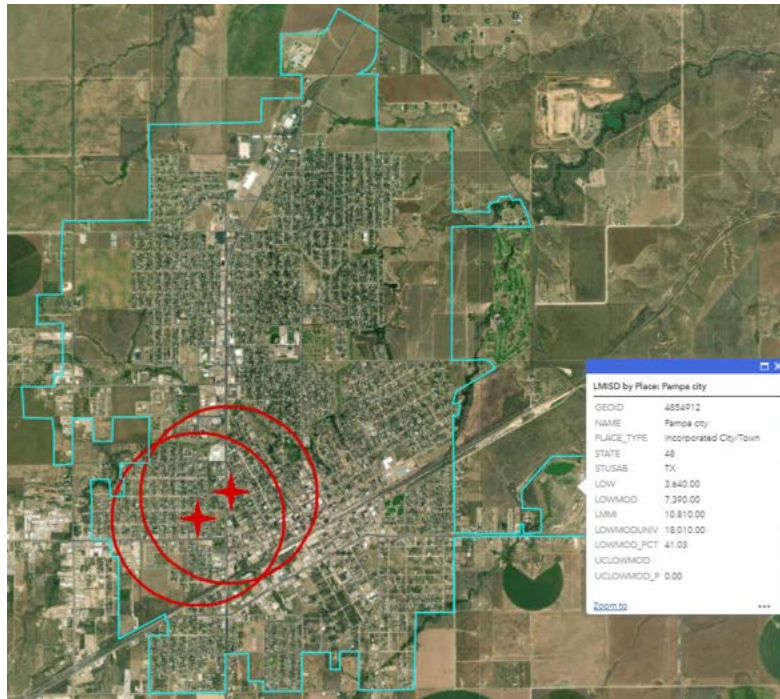


Targeted Section 3 Worker

Section 3 Workers that reside near the project location may also qualify as Targeted Section 3 Workers.

For this project, that service area is defined by this map:

City of Pampa – Section 3 Service Area Map





Recordkeeping

The City will track all hours worked on the project based on the three categories of workers.

This will require collection of certain income information.





For More Information

TxCDBG Policy Issuance 20-01

[REVISED Policy Issuance 20-01 Section 3 v1.pdf](#)
texasagriculture.gov

24 CFR Part 75

[Electronic Code of Federal Regulations \(eCFR\)](#)

Pampa TxCDBG #7220350



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM: 4

ITEM/PROJECT:	MAINTENANCE CONTRACT WITH OTIS ELEVATOR COMPANY
MEETING DATE:	December 13, 2021
DESCRIPTION	Consider authorizing the City Manager to enter into a maintenance contract with Otis Elevator Company for maintenance and management services for elevators located at City Hall and Lovett Memorial Library.
STAFF CONTACT:	Shane Stokes, City Manager
FINANCIAL IMPACT:	City Hall Elevator - \$4701.96 annually Lovett Library Elevator - \$4200.87 annually
SOURCE OF FUNDS:	2021-2022 Operating Budget
START/COMPLETION SCHEDULE:	Contracts will be effective after Commission approve and authorize City Manager to execute Agreement.
RECOMMENDED ACTION:	Staff recommends Commission authorized City Manager to enter into maintenance contract with Otis Elevator Company.
RECOMMENDED MOTION:	I make a motion to authorize the City Manager to enter into a maintenance contract with Otis Elevator Company for maintenance on elevators at City Hall and Lovett Memorial Library.
BACKGROUND/ ADDITIONAL INFORMATION:	Copy of Contracts attached.

OTIS

Made to move you

DATE: 12/02/2021

TO:
Pampa City Hall
Po Box 2499
Pampa, TX 790662499

FROM:
Otis Elevator Company
2200 Sw 7th Avenue
Amarillo, TX 79106

EQUIPMENT LOCATION:

PAMPA CITY HALL
200 West Foster
Pampa, TX 79065

Elizabeth Hubbard
Phone: (863) 633-9168
Fax:(860) 660-8335

PROPOSAL NUMBER: AST964

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	OTIS ELEVATOR COMPANY ONLY	ELV	Z02929

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment (“Units”) described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave

OTIS MAINTENANCE

assemblies.

- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable

Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Calls for repairs that fall outside of the scope of this contract will incur charges for travel time, plus vehicle surcharges and expenses.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

Advanced Payment

Beginning on the Effective Date, payments will be made Annually and an Advanced Payment Discount of 3.00 % will be applied to the net billing amount.

Payments are due on or before the last day of the month prior to the billing period. If full payment is not received by the due date, the Advanced Payment Discount will not be available and you will be obligated to pay us the full contract price.

When the anniversary date of the commencement of the service occurs within a billing period, the invoice for the next billing period will include billing in arrears for the price adjustment calculated in accordance with the terms of this contract.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Three hundred ninety-one dollars and eighty-three cents (\$ 391.83) per month, payable Annually

PRICE ADJUSTMENT

Three hundred ninety-one dollars and eighty-three cents (\$ 391.83) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2021** which was **86.575**. The phrase “straight time hourly labor cost” means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term “straight time hourly labor cost” means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

TERM

The Commencement Date will be 12/01/2021.

The Term of this Contract unless modified under the extended term below, will be for three (3) years beginning on the Commencement Date. The Contract will automatically be renewed on the third anniversary for an additional three (3) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current three (3) year term. Thereafter, the Contract will automatically be renewed on each third anniversary for an additional three (3) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current three (3) year term.

EXTENDED TERM

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

Extended Extended Term
Contract Term Discount Selection Initial

OTIS MAINTENANCE

Ten (10) Years	3%	_____
Fifteen (15) Years	5%	_____
Twenty (20) Years	7%	_____

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the contemplated Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

Electronic Funds Transfer Payments (ACH/EFT)

To set up automatic payments or to make one-time payments, please visit Payinvoicedirect.com to register. Please note, registration is available after your first invoice has been billed.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Elizabeth Hubbard
 Title: Account Manager

E-mail: elizabeth.hubbard@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Blake Jolivette

Title _____

Title Account Manager

E-mail: _____

Name of Company _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

OTIS MAINTENANCE

If yes, please provide contact info for PO renewal:

Name:

Fax:

Phone:

E-Mail:

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No
If yes, please provide blank check for bank routing and account information.

OTIS MAINTENANCE

OTIS

Made to move you

DATE: 12/02/2021

TO:
City of Pampa
% City Of Pampa
Po Box 2499
Pampa, TX 790662499

FROM:
Otis Elevator Company
2200 Sw 7th Avenue
Amarillo, TX 79106

EQUIPMENT LOCATION:

LOVETT MEMORIAL LIBRARY
111 North Houston
Pampa, TX 790656513

Elizabeth Hubbard
Phone: (863) 633-9168
Fax:(860) 660-8335

PROPOSAL NUMBER: ASU008

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC DOVER	ONLYELV		Z30929

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment (“Units”) described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave

OTIS MAINTENANCE

assemblies.

- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS’ SERVICE TEST

If the equipment has firefighters" service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters" service test any elevator firefighters" service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable

Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Calls for repairs that fall outside of the scope of this contract will incur charges for travel time, plus vehicle surcharges and expenses.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

Advanced Payment

Beginning on the Effective Date, payments will be made Annually and an Advanced Payment Discount of 3.00 % will be applied to the net billing amount.

Payments are due on or before the last day of the month prior to the billing period. If full payment is not received by the due date, the Advanced Payment Discount will not be available and you will be obligated to pay us the full contract price.

When the anniversary date of the commencement of the service occurs within a billing period, the invoice for the next billing period will include billing in arrears for the price adjustment calculated in accordance with the terms of this contract.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Three hundred fifty dollars and seven cents (\$ 350.07) per month, payable Annually

PRICE ADJUSTMENT

Three hundred fifty dollars and seven cents (\$ 350.07) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2021** which was **86.575**. The phrase “straight time hourly labor cost” means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term “straight time hourly labor cost” means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

TERM

The Commencement Date will be 12/01/2021.

The Term of this Contract unless modified under the extended term below, will be for three (3) years beginning on the Commencement Date. The Contract will automatically be renewed on the third anniversary for an additional three (3) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current three (3) year term. Thereafter, the Contract will automatically be renewed on each third anniversary for an additional three (3) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current three (3) year term.

EXTENDED TERM

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

Extended Extended Term
Contract Term Discount Selection Initial

OTIS MAINTENANCE

Ten (10) Years	3%	_____
Fifteen (15) Years	5%	_____
Twenty (20) Years	7%	_____

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the contemplated Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

Electronic Funds Transfer Payments (ACH/EFT)

To set up automatic payments or to make one-time payments, please visit Payinvoicedirect.com to register. Please note, registration is available after your first invoice has been billed.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Elizabeth Hubbard
 Title: Account Manager

E-mail: elizabeth.hubbard@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Blake Jolivette

Title _____

Title Account Manager

E-mail: _____

Name of Company _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

OTIS MAINTENANCE

If yes, please provide contact info for PO renewal:

Name:

Fax:

Phone:

E-Mail:

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No
If yes, please provide blank check for bank routing and account information.

OTIS MAINTENANCE



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM: 5

ITEM/PROJECT:	RESOLUTION R21-038 – EXTENDING PAMPA’S DECLARATION OF LOCAL DISASTER ORDER
MEETING DATE:	December 13, 2021
DESCRIPTION	Consider adopting Resolution No. R21-038, a Resolution by the City Commission continuing Executive Order GA-34 and extending to January 10, 2022, the City of Pampa’s Declaration of Local Disaster Order
STAFF CONTACT:	Shane Stokes, City Manager Bryan Guymon, City Attorney
FINANCIAL IMPACT:	N/A
SOURCE OF FUNDS:	N/A
START/COMPLETION SCHEDULE:	Resolution No. R21-038 will take effect after Commission adopts
RECOMMENDED ACTION:	Staff recommends Commission adopt Resolution No. R21-038 continuing Executive Order GA-34 and extending the City’s Declaration of Local Disaster to January 10, 2022.
RECOMMENDED MOTION:	I make a motion to adopt Resolution No. R21-038 extending the City’s Declaration of Local Disaster Order until January 10, 2022.
BACKGROUND/ ADDITIONAL INFORMATION:	Copy of Resolution No. R21-038.

RESOLUTION NO. R21-038

CITY OF PAMPA, TEXAS
EXTENSION OF DECLARATION OF LOCAL DISASTER

WHEREAS, COVID-19 continues to spread and to pose an increasing, imminent threat of disaster throughout the City of Pampa and beyond; and

WHEREAS, on March 17, 2020, the Mayor of the City of Pampa, Brad Pingel, declared a local state of disaster for public health emergency pursuant to Section 418.108(a) of the Texas Government Code, based upon the need for extraordinary measures to contain COVID-19 and to prevent its spread throughout the City of Pampa with such declaration being extended by Resolutions of the City Commission of the City of Pampa; and

WHEREAS, the Governor of the State of Texas has stated that while there has been a steady decline in hospitalizations and the rate of new COVID-19 cases due to the millions of Texans who have voluntarily been vaccinated, including many within the City of Pampa, the natural immunity of many within the community, improved medical treatments for COVID-19 patients, abundant supplies of testing and personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings, there still is a danger related to COVID-19 and the Delta variant; and

WHEREAS, on August 29, 2021, the Governor of the State of Texas renewed his state-wide disaster proclamation for an additional thirty (30) days, certifying that COVID-19 poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, Trauma Service Area A, which includes Gray County, has seen significant increases in COVID-19 cases and hospitalizations over the past several months; and

WHEREAS, on July 29, 2021, the Governor of the State of Texas issued Executive Order GA-38 further clarifying that no local governmental entity, including municipalities, can mandate anyone to wear a face covering or obtain the COVID-19 vaccine; and

WHEREAS, in areas where the COVID-19 transmission rate is high, individuals are encouraged to follow safe practices such as wearing face coverings over the nose and mouth when social distancing is impossible or impractical; and

WHEREAS, the Declaration of Local Disaster extended in the latest Resolution of the City Commission is set to expire at 11:59 p.m. on December 13, 2021; and

WHEREAS, the City of Pampa, in an effort to continue to combat the spread of COVID-19 and to continue to support the improvement of local economic conditions while still maintaining the ability to protect against COVID-19 and pursuant to Texas Government Code §418.108, the City Commission believes it to be in the best interest of the City and its citizens, in order to protect and preserve the public health, safety and welfare, to continue the extension of the Declaration of Local Disaster, and adopt the measures outlined herein;

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS, THAT:

SECTION 1. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

SECTION 2. All terms and conditions of Governor's Executive Order GA-34 and Executive Order GA-38 are hereby adopted and the Mayoral Declaration of Local Disaster initially signed and executed by the Mayor on March 17, 2020 and extended by the City Commission is renewed and extended to the extent it does not directly conflict with this resolution.

SECTION 3. Pursuant to §418.108(c) of the Texas Government Code, this Resolution shall be given prompt and general publicity and shall be filed promptly with the City Secretary of the City of Pampa.

SECTION 4. Outdoor gatherings, to the extent they do not violate Executive Order GA-34 or GA-38 and are otherwise in compliance with applicable law are permitted. In areas where the COVID-19 transmission rate is high, the City continues to encourage individuals to follow safe practices such as using hand sanitizer, wearing face coverings over the nose and mouth when social distancing is impossible or impractical.

SECTION 5. This Resolution shall go into effect immediately upon approval and continue until 11:59 p.m., Monday, January 10, 2022, unless renewed, extended, amended or cancelled by the Mayor or City Commission of the City of Pampa.

SECTION 6. This resolution and order, pursuant to applicable provisions of Texas Government Code Chapter 418 and Texas Health and Safety Code § 122.006, authorizes the Mayor on behalf of the City of Pampa, to take any actions necessary to promote health and suppress the COVID-19 virus, including enforcing applicable orders issued by the Gray County Judge, the Governor of the State of Texas or the Texas Department of State Health Services related to suppressing the COVID-19 virus, and insuring compliance for those who do not comply with the City's rules and directives.

SECTION 7. To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement which would impede the City's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared local disaster and only for that limited purpose.

SECTION 8. That to the extent this Resolution or any order or directive issued pursuant to this Resolution, directly conflicts with any subsequent order issued by the Governor of the State of Texas applicable to municipalities, the Mayor may comport, clarify and amend any such order or directive to be consistent therewith without further action by the City Commission.

SECTION 9. That the Mayor is authorized to use all available resources of the City of Pampa reasonably necessary to comply with this resolution.

READ, APPROVED AND ADOPTED by the City Commission this the 13th day of December, 2021.

CITY OF PAMPA

By: _____
Lance DeFever, Mayor

ATTEST:

Karen L. Price, City Secretary

APPROVED AS TO FORM:

Bryan J. Guymon, City Attorney



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM: 6

ITEM/PROJECT:	RESOLUTION NO. R21-039 – SOLID WASTE GRANT APPLICATION
MEETING DATE:	December 13, 2021
DESCRIPTION	Consider adopting Resolution No. R21-039, a Resolution by the City Commission authorizing the submission of a FY 2022 Regional Solid Waste Grant Program application to the Panhandle Regional Planning Commission (PRPC) and authorize the City Manager to represent the City in all matters pertaining to this application.
STAFF CONTACT:	Gary Turley, Director Public Works Shane Stokes, City Manager
FINANCIAL IMPACT:	N/A
SOURCE OF FUNDS:	N/A
START/COMPLETION SCHEDULE:	Application must be submitted to PRPC no later than 5:00 p.m. on Friday, December 31, 2021.
RECOMMENDED ACTION:	Staff recommends Commission authorize the submission of the Solid Waste Grant Program application and authorize the City Manager to represent the City in all matters pertaining to this application.
RECOMMENDED MOTION:	I make a motion to adopt Resolution No. R21-039 as read.
BACKGROUND/ ADDITIONAL INFORMATION:	Copy of Resolution and informational memo from Lori Gunn with PRPR.

RESOLUTION NO. R21-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS, AUTHORIZING THE SUBMISSION OF A FY 2022 REGIONAL SOLID WASTE GRANT PROGRAM APPLICATION TO THE PANHANDLE REGIONAL PLANNING COMMISSION (PRPC) AND AUTHORIZING THE CITY MANAGER TO REPRESENT THE CITY IN ALL MATTERS PERTAINING TO THIS APPLICATION.

WHEREAS, the citizens of the State of Texas, either directly or indirectly, pay into a state-managed solid waste tipping fee fund which provides the Texas Commission on Environmental Quality (TCEQ) the funding to administer a variety of programs designed to afford the state a higher degree of environmental protection; and

WHEREAS, a portion of these TCEQ-administered tipping fee funds have been made available to the state's local governments through the regional councils of governments of Texas to provide grants for regional/local solid waste management projects; and

WHEREAS, the primary intent of these grant funds is that they be used to implement/enhance programs at the regional/local level which promote the management goals of the regional and state solid waste plans; and

WHEREAS, the City of Pampa is eligible to receive these funds and desires to undertake a program which advances the solid waste management goals and objectives of the state solid waste management plan and the Panhandle Regional Solid Waste Management Plan.

NOW THEREFORE, be it resolved by the City Commission of the City of Pampa, Texas:

1. That the City Commission has reviewed the project details and has duly authorized the submission of a related grant application to the PRPC.
2. That City of Pampa is applying for funds to equip and implement a program to be known as the City of Pampa's Recycling Project.
3. That the City Commission designates the City Manager to act as it's duly authorized representative in all matters pertaining to this application.
4. That any grant funds received will be used for their intended purpose.
5. That as a condition of funding, the City of Pampa agrees to provide the necessary certifications and assurances required by the TCEQ.

READ, APPROVED, AND ADOPTED by the Commission of the City of Pampa on the 13th day of December 2021.

CITY OF PAMPA, TEXAS

By: _____
Lance DeFever, Mayor

ATTEST:

Karen Price, City Secretary

APPROVED AS TO FORM:

Bryan J. Guymon, City Attorney



PANHANDLE
REGIONAL
PLANNING
COMMISSION

MEMORANDUM

DATE: December 1, 2021

TO: County Judges, Mayors, City Managers/Secretaries, School Superintendents, CEOs of Special Districts Created Legislatively for the Protection of Water Quality or Authorized to Manage Municipal Solid Waste

FROM: Lori Gunn, Regional Services Program Coordinator

SUBJECT: Request for Proposals for Solid Waste Management Projects

In FY 2022, the Panhandle Regional Planning Commission will receive approximately \$112,664.00 from the Texas Commission on Environmental Quality (TCEQ) to support local and regional solid waste management programs. Eligible applicants for these funds will include: Counties, Cities, School Districts and Special Districts legislatively created with the authority and responsibility for water quality protection or municipal solid waste management.

Applications for the FY 2022 grant funds will be reviewed and prioritized by the Panhandle Regional Solid Waste Management Advisory Committee (RSWMAC) with final approval being given by the PRPC's Board of Directors. The RSWMAC will consider projects that fall into any or all of the following Project Categories:

- 1) Recycling and Waste Reduction Projects
- 2) Composting and Wood/Yard Waste Reduction Projects
- 3) HHW (Household Hazardous Waste) Projects
- 4) Local Enforcement Projects
- 5) Litter and Illegal Dumping Cleanup Projects
- 6) Rural Waste Management Projects
- 7) Technical Studies and Local Solid Waste Management Plans

A description of these project categories is listed on the back of this memorandum.

Applications must be submitted to the PRPC no later than 5:00 p.m., on Friday, December 31, 2021, in order to be considered for funding under the FY 2022 grant program. PRPC Staff will be available to assist with grant writing. Early notifications of intent to apply are greatly appreciated.

For more information about this grant program or if you would like an application package, please contact me at (806) 372-3381. Copies of the application package may also be obtained in person between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, at the PRPC offices located at 415 West Eighth Avenue in Amarillo. Please keep in mind that PRPC staff will be available to assist you with the development of your application.

- 1) **Category 1: Recycling and Waste Reduction Projects** - This category may include projects which provide a direct and measurable effect on reducing the amount of MSW going into landfills, by diverting materials from the MSW disposal stream for recycling or reuse, or by reducing waste generation at the source.
- 2) **Category 2: Composting and Wood/Yard Waste Reduction Projects** - This category may include projects that provide a direct and measurable affect on reducing the amount of waste going into landfills, by diverting various organic materials from the municipal solid waste stream for beneficial reuse, composting, mulching, or reducing waste generation at the source.
- 3) **Category 3: HHW (Household Hazardous Waste) Projects** - This category includes projects which provide a means for the collection, recycling, reuse, or proper disposal of household hazardous waste, including home chemicals and other materials. This category may also include events conducted under the TCEQ's Texas Country Cleanup program. Projects may include permanent collection facilities, periodic collection events, consolidation and transportation of collected materials, recycling or reuse of materials, proper disposal of materials, and education and public awareness programs.
- 4) **Category 4: Local Enforcement Projects** - This category consists of projects which contribute to the prevention of illegal dumping of MSW, including liquid wastes. Under this category, grant recipients would investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of MSW, including liquid waste; establish a program to monitor the collection and transportation of municipal liquid wastes, through administration of a manifesting system; and/or educate the public on illegal dumping laws and regulations.
- 5) **Category 5: Litter and Illegal Dumping Cleanup Projects** - This category may include both ongoing and periodic activities to clean up litter and illegal dumping of MSW, excluding cleanup of scrap tire dumping sites. Projects under this category may support local events, conducted in conjunction with the TCEQ's and Keep Texas Beautiful's Lake and River Cleanup program. Eligible expenses include waste removal, disposal or recycling of removed materials, fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Cleanup of hazardous waste will not be eligible for funding.
- 6) **Category 6: Rural Waste Management Projects** - This category includes projects to construct MSW collection facilities in areas of the state that are underserved by collection services or lack public access to proper disposal facilities. Periodic community collection events, to provide for collection of residential waste materials for which there is not a readily-available collection alternative, may also be funded. This type of project may not include regular solid waste collection efforts, such as weekly waste collection. Collection events may be held no more frequently than four times per year and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, are not picked up under the regular collection system.
- 7) **Category 7: Technical Studies and Local Solid Waste Management Plans** - Projects that include the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input and recommended actions, to assist in making solid waste management decisions at the local level can be considered under this project category. However, the costs involved with the final engineering work, designs or construction plans for a specific facility would not be eligible under this project category.

Please note that any projects proposed for funding under the FY 2022 program must first ensure that the implementation of that program will not place an existing private solid waste business at a competitive disadvantage.



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM: 7

ITEM/PROJECT:	ORDINANCE NO. 1759 – CREATING A TAX INCREMENT REINVESTMENT ZONE
MEETING DATE:	December 13, 2021
DESCRIPTION	Consider adopting on second and final reading Ordinance No. 1759, an Ordinance of the City Commission of the City of Pampa, Texas designating a certain contiguous geographic area in the City as “Tax Increment Reinvestment Zone #1 – Downtown Pampa” (TIRZ 1); establishing a Board of Directors for such Reinvestment Zone; creating a Tax Increment Fund for the Zone; provide for an effective date and termination date for the Zone; and containing other provisions related thereto.
STAFF CONTACT:	Shane Stokes, City Manager Bryan Guymon, City Attorney
FINANCIAL IMPACT:	N/A
SOURCE OF FUNDS:	N/A
START/COMPLETION SCHEDULE:	Ordinance No. 1759 will be effective upon its adoption by the Commission and shall be enforceable ten (10) days after its publication as provided by law.
RECOMMENDED ACTION:	Staff recommends Commission adopt on second and final reading Ordinance No. 1759 creating a Tax Increment Reinvestment Zone #1 in Downtown Pampa.
RECOMMENDED MOTION:	I make a motion to adopt on second and final reading Ordinance No. 1759 as read.
BACKGROUND/ ADDITIONAL INFORMATION:	Copy of Ordinance No. 1759 attached.

ORDINANCE NO. 1759

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS DESIGNATING A CERTAIN CONTIGUOUS GEOGRAPHIC AREA IN THE CITY AS "TAX INCREMENT REINVESTMENT ZONE #1 – DOWNTOWN PAMPA" (TIRZ 1); ESTABLISHING A BOARD OF DIRECTORS FOR SUCH REINVESTMENT ZONE; CREATING A TAX INCREMENT FUND FOR THE ZONE; PROVIDING FOR AN EFFECTIVE DATE AND TERMINATION DATE FOR THE ZONE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Commission (the "Commission") of the City of Pampa, Texas, (the "City") desires to promote the development of a certain contiguous geographic area in the City, which is depicted by map and described by boundary description in Attachment "A" and more specifically described by property tax identification number(s) in Attachment "B", by the creation of a reinvestment zone (the "Zone") as authorized by and in accordance with the Tax Increment Financing Act (the "Act"), Chapter 311 of the Texas Tax Code, Vernon's Texas Codes Annotated; and

WHEREAS, in compliance with the Act, the City has conducted a public hearing to consider the creation of the Zone and its benefits to the City and property in the Zone and provided reasonable opportunity for (i) all interested persons to speak for or against the creation of the Zone, its boundaries, or the concept of tax increment financing in general and (ii) owners of real property in the Zone to protest the inclusion of their property in the Zone, as required by Sections 311.003(c) and (d) of the Act; and

WHEREAS, pursuant to Section 311.003 (c) of the Act, notice of such public hearing was published on Saturday, November 20, 2021, in the Pampa News, a newspaper of general circulation in the City with publication of the notice occurring not later than the seventh day before the public hearing; and

WHEREAS, attached hereto as Attachment "C", the City has prepared a Preliminary Project and Financing Plan for the Zone in accordance with Section 311.003 (b) of the Act; and

WHEREAS, the Commission hereby recognizes that there is no guarantee that the value of property in the Zone will increase, that any increases in value are dependent upon many factors which are not in the City's control, and that there is no guarantee of any tax increment, as that term is defined in the Act;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS:

Section 1. Findings

That after reviewing all information before it regarding the establishment of the Zone and after conducting a public hearing regarding the creation of the Zone and its benefits to the City and to property in the Zone and affording a reasonable opportunity for (i) all interested persons to speak for or against the creation of the Zone, its boundaries or the concept of tax increment financing and (ii) owners of real property in the Zone to protest inclusion of their property in the Zone, the City Commission hereby determines:

- 1.1 The statements and facts set forth in the recitals of this Ordinance are true and correct. Therefore, the City has met the notice and procedural requirements set forth in Chapter 311 of the Texas Tax Code for creation of a reinvestment zone thereunder.
- 1.2 Development or redevelopment of the property in the Zone as a whole is not likely to occur solely through private investment in the reasonably foreseeable future.
- 1.3 Improvements in the Zone, including without limitation those previously outlined to the City Commission, will significantly enhance the value of all taxable real property in the Zone and will be of general benefit to the City, its residents and property owners.
- 1.4 The Zone is a contiguous geographic area wholly within the corporate limits of the City.
- 1.5 Among other things, areas within the Zone include property that substantially arrests and impairs the sound growth of the City in its present condition and use because of the presence of a substantial number of substandard, slum, deteriorated, or deteriorating structures, the predominance of defective or inadequate sidewalks or street layouts and the deterioration of site or other improvements. Therefore, the area within the Zone meets the criteria for designation as a reinvestment zone and satisfies the requirements of Section 311.005 of the Act.
- 1.6 Excluding property that is publicly owned, property in the Zone that is used for residential purposes (defined as any property occupied by a house having fewer than five living units) does not exceed thirty percent (30%) of the property in the Zone.
- 1.7. According to the most recent appraisal rolls of the City, the total appraised value of all taxable real property in the Zone does not exceed fifty percent (50%) of the

total appraised value of taxable real property in the City and in the industrial districts created by the City, if any.

Section 2. Designation of Zone

The Commission hereby designates the Zone depicted by map, described by boundary description, and listed by Property Tax Identification numbers, both attached hereto as Attachment's "A" and "B" and made a part of this Ordinance for all purposes, as a reinvestment zone pursuant to and in accordance with Chapter 311 of the Texas Tax Code. This reinvestment zone shall be known as "Tax Increment Reinvestment Zone #1 – Downtown Pampa. (TIRZ 1)"

Section 3. Board of Directors

A board of directors ("Board") for the Zone is hereby created. The Board shall consist of seven (7) members who shall serve for terms of two (2) years each. The Board shall be appointed as follows:

- 3.1 Of the seven (7) Board members, Commission shall appoint five (5) members and contingent upon Gray County becoming a participating taxing unit, Gray County may, but is not required to, appoint two (2) members. The initial board of directors shall be appointed by resolution within sixty (60) days of the passage of this Ordinance. Commission shall appoint members as is necessary to fill the remaining positions, if Gray County does not become a participating taxing unit or does not appoint their allotment. All members appointed to the Board shall meet the eligibility requirements as set forth in Section 311.009 of the Texas Tax Code. Such members may be members of the City Commission.
- 3.2 Commission shall annually designate a member of the Board to serve as chairperson of the Board, and the Board shall elect from its members a vice chairperson or other officers as it considers appropriate.
- 3.3 The Board shall make recommendations to Commission concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a final project and financing plan for the Zone and submit such to the City for final approval.
- 3.4 The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issue bonds, (ii) impose taxes or fees, (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project and financing plan.
- 3.5 The Board shall have the authority to establish and administer economic development programs, including the power to make loans and grants from

collected tax increment, to the same extent as is authorized under Chapter 380 of the Texas Local Government Code. Should such loans or grants occur, their intent must fulfill the public purposes of developing and diversifying the economy, eliminating unemployment/underemployment, and developing or expanding transportation, business, and commercial activity in the TIRZ; however, such authority shall be expressly limited according to TIF Project Submission Guidelines (to be created and approved by the Board and Commission at a later date). TIF Project Submission Guidelines will limit the Board's authority with respect to making loans and grants by defining a maximum amount that may be disbursed by the Board without requiring final approval by Commission.

Section 4. Effective Date and Termination Date of Zone

The Zone shall take effect upon the adoption of this Ordinance and terminate on the earlier of (i) December 31, 2046 (with final year's tax to be collected by September 30, 2047) or, (ii) at an earlier termination date designated by a subsequent ordinance adopted after the effective date of this Ordinance, or (iii) the date on which all project costs, tax increment bonds and interest on those bonds have been paid in full.

Section 5. Determination of Base Year Value

The tax increment base for the Zone is \$15,400,000.00 as of January 1, 2021, which is the total appraised value of all taxable real property located in the reinvestment zone based on the 2021 tax roll.

Section 6. Tax Increment Fund

A tax increment fund for the Zone ("TIF Fund") is hereby created and established by the City. The TIF Fund may be divided into such accounts as may be authorized by subsequent resolution or ordinance of the City Commission or for administrative convenience by the City Finance Director. The TIF Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each participating taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, plus (ii) one-hundred percent (100%) of the City's tax increment, as defined by Section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment. The TIF Fund shall be maintained in an account at a depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or part from the tax increments; (ii) revenues from the sale of any property acquired as part of a

tax increment financing plan adopted by the Board; and (iii) other non-bond revenues dedicated to and used in the Zone may be deposited into the TIF Fund. TIF Funds will be used solely in accordance with Section 311.014 of the Texas Tax Code.

Section 7. Tax Increment Agreements

That, pursuant to Sections 311.008 and 311.013 of the Texas Tax Code, the City Manager and City Attorney are hereby authorized to execute and deliver, for and on behalf of the City, tax increment participation agreements with other taxing units that levy real property taxes in the Zone and choose to participate by pledging a portion of the increment going to them.

Section 8. Severability

That if any portion, section, or part of a section of this Ordinance is subsequently declared invalid, inoperative, or void for any reason by a court of competent jurisdiction, the remaining portions, sections or parts of sections of this Ordinance shall be and remain in full force and effect and shall not in any way be impaired or affected by such decision, opinion or judgment.

Section 9. Effective Date

That the establishment of the Tax Increment Reinvestment Zone #1 – Downtown Pampa shall take effect on the date of the final passage of this Ordinance.

This Ordinance shall be of full force and effect upon its passage and publication as required by law.

INTRODUCED AND PASSED by the City Commission of the City of Pampa, Texas on first reading on this 6th day of December 2021 and **PASSED AND APPROVED** on second and final reading on this the 13th day of December 2021.

Lance DeFever, Mayor

ATTEST:

Karen Price, City Secretary

APPROVED AS TO FORM:

Bryan J. Guymon, City Attorney

Attachment "A"

Tax Increment Reinvestment Zone #1 – Downtown Pampa Boundary



Tax Increment Reinvestment Zone #1 – Downtown Pampa Boundary Description

BEGINNING at the intersection of W. Browning Avenue and N. Ward Street;

THENCE Easterly along W. Browning Avenue to its intersection with N. Cuyler Street;

THENCE Northerly along N. Cuyler Street to its intersection with E. Sunset Drive;

THENCE Easterly along E. Sunset Drive to its intersection with N. Crest Avenue;

THENCE Southerly along N. Crest Avenue to its intersection with E. Browning Avenue;

THENCE Easterly along E. Browning Avenue to its intersection with N. Starkweather Street;

THENCE Southerly along N. Starkweather Street and S. Starkweather Street to its intersection with S. Barnes Street;

THENCE Southerly along S. Barnes Street to its intersection with E. Frederick Avenue/U.S. Highway 60;

THENCE Westerly along E. Frederick Avenue/U.S. Highway 60 to its intersection with S. West Street;

THENCE Northerly along S. West Street, cross railroad tracks, to S. Ward Street;

THENCE Northerly along S. Ward Street and N. Ward Street to the POINT OF BEGINNING at the intersection of N. Ward Street and W. Browning Avenue.

Attachment "B"

Parcels Included in Tax Increment Reinvestment Zone #1 – Downtown Pampa

(By GCAD Property ID Number)

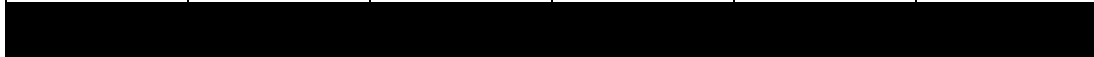
Property ID	Property ID	Property ID	Property ID	Property ID	Property ID
80	6801	6843	6907	6955	6995
2597	6802	6844	6908	6956	6996
2598	6803	6845	6911	6957	6997
2599	6804	6846	6912	6958	7000
2616	6806	6847	6913	6959	7001
4020	6807	6849	6914	6960	7003
4021	6808	6850	6915	6961	7004
4022	6809	6851	6917	6962	7005
4023	6810	6853	6919	6963	7006
4024	6811	6854	6920	6964	7007
4025	6812	6855	6921	6965	7008
4026	6813	6856	6922	6966	7009
4027	6814	6857	6925	6967	7012
4028	6815	6858	6926	6968	7013
4029	6817	6859	6927	6969	7014
4030	6818	6882	6928	6970	7015
4031	6818	6883	6929	6971	7016
4320	6819	6884	6930	6972	7017
4321	6820	6885	6933	6973	7018
4322	6821	6886	6934	6974	7019
4323	6822	6887	6935	6975	7020
4324	6823	6888	6936	6976	7022
4325	6824	6889	6937	6977	7023
4326	6825	6890	6938	6978	7024
4327	6826	6891	6939	6979	7025
4328	6828	6892	6940	6980	7026
4329	6829	6893	6941	6981	7027
4332	6830	6894	6942	6982	7028

4333	6831	6895	6943	6983	7029
6788	6832	6896	6944	6984	7030
6789	6833	6897	6945	6985	7031
6790	6834	6898	6946	6986	7046
6791	6835	6899	6947	6987	7047
6794	6836	6900	6948	6988	7048
6795	6837	6901	6949	6989	7049
6796	6838	6902	6950	6990	7050
6797	6839	6903	6951	6991	7051
6798	6840	6904	6952	6992	7052
6799	6841	6905	6953	6993	7053
6800	6842	6906	6954	6994	7054



Property ID	Property ID	Property ID	Property ID	Property ID	Property ID
7056	7101	8550	8595	8640	10059
7057	7102	8551	8596	8641	10060
7058	7103	8552	8597	8642	10061
7059	7104	8553	8598	8643	10062
7061	7105	8556	8599	8645	10063
7062	7106	8557	8600	8648	10064
7063	7107	8558	8601	8650	
7064	7108	8559	8602	8653	
7065	7109	8560	8603	8654	
7066	7110	8561	8604	8655	
7067	7111	8562	8605	8656	
7068	7112	8563	8606	8657	
7069	7115	8564	8607	8658	
7070	8276	8565	8608	8659	
7071	8277	8566	8609	8660	
7072	8279	8567	8610	8687	
7073	8280	8568	8611	8688	
7074	8282	8570	8612	8689	

7076	8526	8571	8613	8690	
7077	8527	8572	8614	8713	
7078	8528	8573	8615	8800	
7079	8529	8574	8616	8802	
7082	8530	8575	8619	8803	
7083	8531	8576	8620	8804	
7084	8532	8577	8621	8805	
7085	8533	8578	8622	9691	
7086	8534	8579	8623	9695	
7087	8535	8580	8624	10026	
7088	8536	8583	8625	10027	
7089	8537	8584	8626	10029	
7089	8538	8585	8627	10032	
7090	8539	8586	8629	10033	
7091	8540	8587	8630	10034	
7094	8541	8588	8631	10051	
7095	8542	8589	8633	10052	
7096	8543	8590	8634	10054	
7097	8544	8591	8636	10055	
7098	8546	8592	8637	10056	
7099	8548	8593	8638	10057	
7100	8549	8594	8639	10058	



Attachment "C"

Preliminary Project and Financing Plan for the TIRZ #1 – Downtown Pampa

Downtown Tax Increment Reinvestment Zone
Preliminary Project & Financing Plan

City of Pampa, Texas
November 8, 2021

City of ★ **PAMPA** ★ TEXAS

Prepared by



TXP, Inc.

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Section 1 – Project Plan

Overview

The City of Pampa, Texas is considering implementing a tax increment reinvestment zone (TIRZ) to fund a portion of the infrastructure and maintenance costs associated with redeveloping Downtown Pampa. The proposed new zone would be named the TIRZ #1 – Downtown Pampa (TIRZ 1).

This document is designed to meet the legal requirements of designating a TIRZ. The statutes governing tax increment financing are in Chapter 311 of the State of Texas Tax Code.

This preliminary feasibility study and project plan is required by state law. However, to assist Pampa and other taxing entities in understanding the overall financing plan, TXP has included preliminary revenue projections assuming other entities participate in the TIRZ.

Existing Tax Increment Financing Districts in the City of Pampa

There are no existing TIRZs in Pampa. According to state law, cities with less than 100,000 residents may not create a new TIRZ if the total appraised value of taxable real property in the proposed reinvestment zone and in the existing reinvestment zones would exceed 50.0 percent of the total appraised value of taxable real property within the city and its industrial districts. In addition, a TIRZ may not be created if more than 30.0 percent of the property in the proposed new TIRZ (excluding publicly-owned property) is used for residential purposes at the time of designation. The proposed TIRZ 1 complies with these state rules.

Description of the Tax Increment Reinvestment Zone 1

The proposed TIRZ 1 will cover approximately 242.2 acres (including roads and right of way). The 2021 baseline taxable property value of the TIRZ is approximately \$15.4 million. See the appendices for the list of properties within the TIRZ and description of the area.

Table 1: Existing Land Use of Proposed TIRZ 1 (2021)

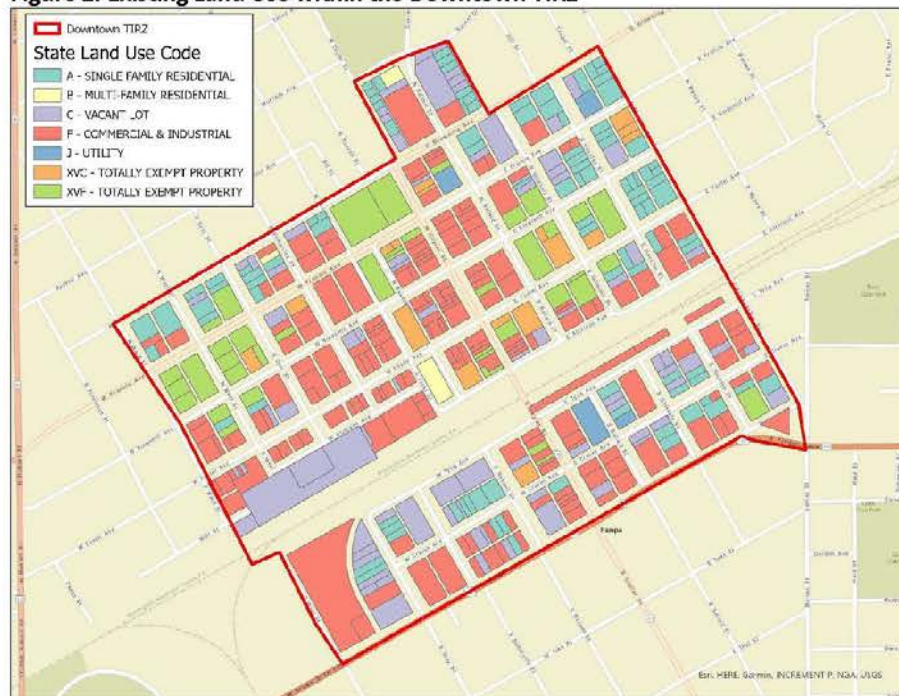
Land Use	Est. Parcel Count	Acreage	City of Pampa Taxable Value
A - Single Family	102	18.95	\$2,341,550
B – Multifamily	3	1.27	\$496,020
C – Vacant Lots	82	23.75	\$492,480
F – Commercial	198	55.51	\$11,575,010
J – Utilities	4	2.13	\$445,520
XVC – Exempt	17	5.22	\$0
XVF – Exempt	40	16.03	\$0
Total	446	122.86	\$15,350,580

Source: Gray County Appraisal District; TXP, Inc.

Figure 1: Proposed Downtown TIRZ Geographic Boundary



Figure 2: Existing Land Use within the Downtown TIRZ





Existing Zoning and Land Use Guidelines Applicable to TIRZ 1

Existing City of Pampa land use, zoning guidelines, and policies would apply to all properties within the city limits.

Taxing Jurisdictions Applicable to TIRZ

The proposed TIRZ 1 is located within the following taxing jurisdictions:

- City of Pampa
- Gray County
- County Road District
- County Water District
- Clarendon College
- Pampa Independent School District

Proposed Changes in Master Plans, Zoning Ordinances, and Building Codes

There are no anticipated changes to the master development and zoning ordinances.

Relocation of Displaced Persons

This plan currently does not call for nor anticipate the displacement and relocation of persons for the proposed projects.



Section 2 – Project Plan Improvements

TIRZ 1 will provide support for catalytic infrastructure and economic development projects that will facilitate the redevelopment of properties within Downtown Pampa. The boundary for the TIRZ is the same as the Downtown Reinvestment Zone that was approved in 2019.

Public infrastructure investment is required to redevelop the Downtown area. This is the priority area of TIRZ 1. Additional infrastructure and enhancement projects are included in the project plan if the resources are available. In addition, other projects might be added to the list as future development projects and related opportunities present themselves. The anticipated project costs are divided into five major categories.

Eligible Project Costs

1. Parks & Streetscape Enhancements

This category includes gateway features, linear parks, corridor landscaping, public plazas, etc.

2. Infrastructure Improvements

This category includes water, sanitary sewer and storm water improvements, roadway and street intersection enhancements, public transportation, relocation of aboveground utilities, public sidewalks, public buildings, etc.

3. Economic Development Grants

It is anticipated that economic development loans or grants might be made to assist in creating the tax base that facilitates implementing the project plan. The City, with advisement from the TIRZ Board shall have the authority to establish and administer economic development programs, including but not limited to grants and loans, authorized under Chapter 380 of the Texas Local Government Code. Should such loans or grants be made, it will be done with the intent to fulfill the public purposes of developing and diversifying the economy, eliminating unemployment or underemployment, and developing or expanding transportation, business, and commercial activity in the TIRZ.

4. Non-Project Costs

It is not possible to quantify other non-project costs at this time, other than to say that they are anticipated.

5. Administration & Implementation

Administration costs, including reasonable charges for time spent by City of Pampa employees, will be eligible for reimbursement as project costs.

Section 3 – Financing Plan

Tax increment financing is a tool used by local governments to publicly finance needed infrastructure and other improvements within a defined area. These improvements are usually undertaken to promote the viability of existing businesses and to attract new commercial enterprises to the area. The statutes governing tax increment financing are located in Chapter 311 of the State of Texas Tax Code.

The costs of improvements in the defined zone are repaid by the contribution of future property tax revenues by each taxing unit that levies taxes against the property. Specifically, each taxing unit can choose to dedicate all, a portion, or none of the tax revenue that is attributable to the increase in property values due to the improvements within the reinvestment zone. The additional tax revenue that is received from the affected properties is referred to as the tax increment. Each taxing unit determines what percentage of its tax increment, if any, it will commit to repayment of the cost of financing the public improvements.

Compliance & Reporting

The TIRZ Board policies shall comply with all federal, state, and local laws, rules and regulations. The TIRZ Board will submit project status reports and financial reports as required by state law.

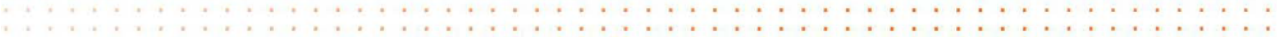
Public Sector Entities Participating in TIRZ 1

All project costs will be paid through the contribution of incremental property taxes collections. This preliminary plan assumes that the City of Pampa and other taxing entities except the school district and college district will contribute a portion of their total tax rate (maintenance and operations (M&O) and interest and sinking (I&S) ad valorem tax rate for 25 years.

Table 2: Taxing Jurisdictions within the Downtown TIRZ 1

Entity	Property Tax Rate per \$100 (2021)
City of Pampa	\$0.73000
Gray County	\$0.58362
Water District	\$0.10200
Road District	\$0.06724

Source: TXP, Inc.



Financial Forecast Assumptions

- **TIRZ Duration** – TXP has assumed the TIRZ will have a 25-year lifespan.
- **TIRZ Allocation** – TXP has assumed the City of Pampa and other taxing entities will contribute a portion of their total incremental tax collections.
- **Tax Rate** – While tax rates do change over time, the 2021 tax rates were held constant for the duration of the TIRZ.
- **Existing Properties** – The 2021 baseline property value of the TIRZ is approximately \$15.4 million but varies slightly by taxing jurisdiction based on exemptions offered.
- **Real Property** – Only taxable real property values are included in the tax increment calculations. By law, business personal property values are excluded from TIRZ.
- **Inflation & Appreciation Rate** – The inflation rate used for construction costs and the value of improvements is 2.5 percent per year.
- **Net Present Value** – The net present values of the tax increment were calculated at a discount rate of 5.0 percent.
- **Future Development Patterns** – To provide an order of magnitude estimate, TXP has conservatively assumed \$100,000 per year in new taxable real property value will be built. This translates into \$2.5 million of new real property values over 25 years. For 2022 and 2023, TXP has projected the property tax impact of two existing projects under construction within the TIRZ.

Financial Forecast Summary Results

The following table depicts the anticipated revenue generated over 25 years. The revenue forecast assumes the TIRZ is established in 2021 (baseline year). The first TIRZ increment will occur in 2022 (total 2022 value less 2021 baseline value). Note, 2022 taxes are not due until January 2023.

Table 3: Preliminary TIRZ 1 Taxable Property Value

Year	Period	City of Pampa	Gray County	Water District	Road District
2021	0	\$15,350,580	\$15,385,180	\$15,325,180	\$15,385,180
2022	1	\$17,734,345	\$17,769,810	\$17,708,310	\$17,769,810
2023	2	\$22,177,703	\$22,214,055	\$22,151,017	\$22,214,055
2024	3	\$22,832,146	\$22,869,406	\$22,804,793	\$22,869,406
2025	4	\$23,505,449	\$23,543,641	\$23,477,412	\$23,543,641
2026	5	\$24,198,148	\$24,237,295	\$24,169,410	\$24,237,295
2027	6	\$24,910,791	\$24,950,916	\$24,881,335	\$24,950,916
2028	7	\$25,643,942	\$25,685,070	\$25,613,749	\$25,685,070
2029	8	\$26,398,181	\$26,440,338	\$26,367,234	\$26,440,338
2030	9	\$27,174,105	\$27,217,316	\$27,142,384	\$27,217,316
2031	10	\$27,972,326	\$28,016,617	\$27,939,812	\$28,016,617
2032	11	\$28,793,475	\$28,838,873	\$28,760,148	\$28,838,873
2033	12	\$29,638,198	\$29,684,731	\$29,604,038	\$29,684,731
2034	13	\$30,507,161	\$30,554,858	\$30,472,147	\$30,554,858
2035	14	\$31,401,049	\$31,449,938	\$31,365,160	\$31,449,938
2036	15	\$32,320,564	\$32,370,675	\$32,283,777	\$32,370,675
2037	16	\$33,266,429	\$33,317,793	\$33,228,723	\$33,317,793
2038	17	\$34,239,387	\$34,292,035	\$34,200,738	\$34,292,035
2039	18	\$35,240,202	\$35,294,166	\$35,200,587	\$35,294,166
2040	19	\$36,269,658	\$36,324,971	\$36,229,052	\$36,324,971
2041	20	\$37,328,561	\$37,385,257	\$37,286,940	\$37,385,257
2042	21	\$38,417,741	\$38,475,854	\$38,375,079	\$38,475,854
2043	22	\$39,538,049	\$39,597,616	\$39,494,321	\$39,597,616
2044	23	\$40,690,362	\$40,751,418	\$40,645,541	\$40,751,418
2045	24	\$41,875,579	\$41,938,161	\$41,829,638	\$41,938,161
2046	25	\$43,094,626	\$43,158,773	\$43,047,536	\$43,158,773

Source: TXP, Inc.

Table 4: Preliminary TIRZ 1 Taxable Property Value Increment

Year	Period	City of Pampa	Gray County	Water District	Road District
2021	0	\$0	\$0	\$0	\$0
2022	1	\$2,383,765	\$2,384,630	\$2,383,130	\$2,384,630
2023	2	\$6,827,123	\$6,828,875	\$6,825,837	\$6,828,875
2024	3	\$7,481,566	\$7,484,226	\$7,479,613	\$7,484,226
2025	4	\$8,154,869	\$8,158,461	\$8,152,232	\$8,158,461
2026	5	\$8,847,568	\$8,852,115	\$8,844,230	\$8,852,115
2027	6	\$9,560,211	\$9,565,736	\$9,556,155	\$9,565,736
2028	7	\$10,293,362	\$10,299,890	\$10,288,569	\$10,299,890
2029	8	\$11,047,601	\$11,055,158	\$11,042,054	\$11,055,158
2030	9	\$11,823,525	\$11,832,136	\$11,817,204	\$11,832,136
2031	10	\$12,621,746	\$12,631,437	\$12,614,632	\$12,631,437
2032	11	\$13,442,895	\$13,453,693	\$13,434,968	\$13,453,693
2033	12	\$14,287,618	\$14,299,551	\$14,278,858	\$14,299,551
2034	13	\$15,156,581	\$15,169,678	\$15,146,967	\$15,169,678
2035	14	\$16,050,469	\$16,064,758	\$16,039,980	\$16,064,758
2036	15	\$16,969,984	\$16,985,495	\$16,958,597	\$16,985,495
2037	16	\$17,915,849	\$17,932,613	\$17,903,543	\$17,932,613
2038	17	\$18,888,807	\$18,906,855	\$18,875,558	\$18,906,855
2039	18	\$19,889,622	\$19,908,986	\$19,875,407	\$19,908,986
2040	19	\$20,919,078	\$20,939,791	\$20,903,872	\$20,939,791
2041	20	\$21,977,981	\$22,000,077	\$21,961,760	\$22,000,077
2042	21	\$23,067,161	\$23,090,674	\$23,049,899	\$23,090,674
2043	22	\$24,187,469	\$24,212,436	\$24,169,141	\$24,212,436
2044	23	\$25,339,782	\$25,366,238	\$25,320,361	\$25,366,238
2045	24	\$26,524,999	\$26,552,981	\$26,504,458	\$26,552,981
2046	25	\$27,744,046	\$27,773,593	\$27,722,356	\$27,773,593

Source: TXP, Inc.

Table 5: Preliminary TIRZ 1 Taxable Revenue Increment @ 100% Contribution

Year	Period	City of Pampa	Gray County	Water District	Road District	Total
2021	0	\$0	\$0	\$0	\$0	\$0
2022	1	\$17,401	\$13,917	\$1,602	\$2,432	\$35,353
2023	2	\$49,838	\$39,855	\$4,590	\$6,965	\$101,248
2024	3	\$54,615	\$43,679	\$5,029	\$7,634	\$110,958
2025	4	\$59,531	\$47,614	\$5,482	\$8,322	\$120,948
2026	5	\$64,587	\$51,663	\$5,947	\$9,029	\$131,226
2027	6	\$69,790	\$55,828	\$6,426	\$9,757	\$141,800
2028	7	\$75,142	\$60,112	\$6,918	\$10,506	\$152,678
2029	8	\$80,647	\$64,520	\$7,425	\$11,276	\$163,869
2030	9	\$86,312	\$69,055	\$7,946	\$12,069	\$175,381
2031	10	\$92,139	\$73,720	\$8,482	\$12,884	\$187,224
2032	11	\$98,133	\$78,518	\$9,034	\$13,723	\$199,408
2033	12	\$104,300	\$83,455	\$9,601	\$14,586	\$211,941
2034	13	\$110,643	\$88,533	\$10,185	\$15,473	\$224,834
2035	14	\$117,168	\$93,757	\$10,785	\$16,386	\$238,097
2036	15	\$123,881	\$99,131	\$11,403	\$17,325	\$251,740
2037	16	\$130,786	\$104,658	\$12,038	\$18,291	\$265,774
2038	17	\$137,888	\$110,344	\$12,692	\$19,285	\$280,209
2039	18	\$145,194	\$116,193	\$13,364	\$20,307	\$295,058
2040	19	\$152,709	\$122,209	\$14,056	\$21,359	\$310,332
2041	20	\$160,439	\$128,397	\$14,767	\$22,440	\$326,043
2042	21	\$168,390	\$134,762	\$15,499	\$23,552	\$342,203
2043	22	\$176,569	\$141,309	\$16,251	\$24,697	\$358,825
2044	23	\$184,980	\$148,042	\$17,025	\$25,874	\$375,922
2045	24	\$193,632	\$154,969	\$17,822	\$27,084	\$393,507
2046	25	\$202,532	\$162,092	\$18,641	\$28,329	\$411,593
Total		\$2,857,247	\$2,286,332	\$263,009	\$399,585	\$5,806,173
NPV @ %5%		\$1,375,883	\$1,100,891	\$126,656	\$192,404	\$2,795,834

Source: TXP, Inc.



Conclusion

Based on the preliminary development concepts and activity zones within this area, anticipated tax revenue, and market demand projections, a TIRZ is economically and financially feasible. The TIRZ could generate significant revenue to pay for infrastructure and redevelopment costs. Over the next 25 years, the TIRZ could generate \$5.8 million in nominal TIRZ revenue. Using a 5.0 percent discount rate, the anticipated TIRZ could generate \$2.8 million.

These projections are based on the best available datasets and information related to market conditions in the region. Given the high visibility of this area, for example, the substantial commitment of a few large developers could have a significantly positive impact on both the level and timing of future growth. Moreover, the financial projections make no allowance for positive spillover to the value of other properties in area as a result of new development (beyond inflation), which easily could occur. At the same time, a slowdown in development as a result of a weaker national economy, negative changes in key drivers of regional economy, or other unforeseen issues could materially reduce the volume of construction put in place, and resulting tax revenue, over the next 25 years.

Appendix 1: Specific Properties within the Downtown TIRZ #1

Table 6.1: Properties within the Downtown TIRZ

Property ID	Property ID	Property ID	Property ID	Property ID	Property ID
80	6801	6843	6907	6955	6995
2597	6802	6844	6908	6956	6996
2598	6803	6845	6911	6957	6997
2599	6804	6846	6912	6958	7000
2616	6806	6847	6913	6959	7001
4020	6807	6849	6914	6960	7003
4021	6808	6850	6915	6961	7004
4022	6809	6851	6917	6962	7005
4023	6810	6853	6919	6963	7006
4024	6811	6854	6920	6964	7007
4025	6812	6855	6921	6965	7008
4026	6813	6856	6922	6966	7009
4027	6814	6857	6925	6967	7012
4028	6815	6858	6926	6968	7013
4029	6817	6859	6927	6969	7014
4030	6818	6882	6928	6970	7015
4031	6818	6883	6929	6971	7016
4320	6819	6884	6930	6972	7017
4321	6820	6885	6933	6973	7018
4322	6821	6886	6934	6974	7019
4323	6822	6887	6935	6975	7020
4324	6823	6888	6936	6976	7022
4325	6824	6889	6937	6977	7023
4326	6825	6890	6938	6978	7024
4327	6826	6891	6939	6979	7025
4328	6828	6892	6940	6980	7026
4329	6829	6893	6941	6981	7027
4332	6830	6894	6942	6982	7028
4333	6831	6895	6943	6983	7029
6788	6832	6896	6944	6984	7030
6789	6833	6897	6945	6985	7031
6790	6834	6898	6946	6986	7046
6791	6835	6899	6947	6987	7047
6794	6836	6900	6948	6988	7048
6795	6837	6901	6949	6989	7049
6796	6838	6902	6950	6990	7050
6797	6839	6903	6951	6991	7051
6798	6840	6904	6952	6992	7052
6799	6841	6905	6953	6993	7053
6800	6842	6906	6954	6994	7054

Source: TXP, Inc.

Table 6.2: Properties within the Downtown TIRZ

Property ID	Property ID	Property ID	Property ID	Property ID	Property ID
7056	7101	8550	8595	8640	10059
7057	7102	8551	8596	8641	10060
7058	7103	8552	8597	8642	10061
7059	7104	8553	8598	8643	10062
7061	7105	8556	8599	8645	10063
7062	7106	8557	8600	8648	10064
7063	7107	8558	8601	8650	
7064	7108	8559	8602	8653	
7065	7109	8560	8603	8654	
7066	7110	8561	8604	8655	
7067	7111	8562	8605	8656	
7068	7112	8563	8606	8657	
7069	7115	8564	8607	8658	
7070	8276	8565	8608	8659	
7071	8277	8566	8609	8660	
7072	8279	8567	8610	8687	
7073	8280	8568	8611	8688	
7074	8282	8570	8612	8689	
7076	8526	8571	8613	8690	
7077	8527	8572	8614	8713	
7078	8528	8573	8615	8800	
7079	8529	8574	8616	8802	
7082	8530	8575	8619	8803	
7083	8531	8576	8620	8804	
7084	8532	8577	8621	8805	
7085	8533	8578	8622	9691	
7086	8534	8579	8623	9695	
7087	8535	8580	8624	10026	
7088	8536	8583	8625	10027	
7089	8537	8584	8626	10029	
7089	8538	8585	8627	10032	
7090	8539	8586	8629	10033	
7091	8540	8587	8630	10034	
7094	8541	8588	8631	10051	
7095	8542	8589	8633	10052	
7096	8543	8590	8634	10054	
7097	8544	8591	8636	10055	
7098	8546	8592	8637	10056	
7099	8548	8593	8638	10057	
7100	8549	8594	8639	10058	

Source: TXP, Inc.



Appendix 2: TIRZ Boundary Description

BEGINNING at the intersection of W. Browning Avenue and N. Ward Street;

THENCE Easterly along W. Browning Avenue to its intersection with N. Cuyler Street;

THENCE Northerly along N. Cuyler Street to its intersection with E. Sunset Drive;

THENCE Easterly along E. Sunset Drive to its intersection with N. Crest Avenue;

THENCE Southerly along N. Crest Avenue to its intersection with E. Browning Avenue;

THENCE Easterly along E. Browning Avenue to its intersection with N. Starkweather Street;

THENCE Southerly along N. Starkweather Street and S. Starkweather Street to the intersection with S. Barnes Street;

THENCE Southerly along S. Barnes Street to its intersection with E. Frederick Avenue/U.S. Highway 60;

THENCE Westerly along E. Frederick Avenue/U.S. Highway 60 to its intersection with S. West Street;

THENCE Northerly along S. West Street, cross railroad tracks, to S. Ward Street;

THENCE Northerly along S. Ward Street and N. Ward Street to the POINT OF BEGINNING at the intersection of N. Ward Street and W. Browning Street.



Legal Disclaimer

TXP, Inc. (TXP) reserves the right to make changes, corrections, and/or improvements at any time and without notice. In addition, TXP disclaims any and all liability for damages incurred directly or indirectly as a result of errors, omissions, or discrepancies. TXP disclaims any liability due to errors, omissions, or discrepancies made by third parties whose material TXP relied on in good faith to produce the report.

Any statements involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that such opinions or estimates will be realized. The information and expressions of opinion contained herein are subject to change without notice, and shall not, under any circumstances, create any implications that there has been no change or updates.



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM: 8

ITEM/PROJECT:	ORDINANCE NO. 1760 – REZONING FROM SF-2 TO COMMERCIAL LOTS IN EDWIN PARK SUBDIVISION
MEETING DATE:	December 13, 2021
DESCRIPTION	Consider adopting on second and final reading Ordinance No. 1760, an Ordinance by the City Commission approving a rezoning request from Open Range Development, LLC to rezone from Single Family 2 to Commercial, all of Lots 10 through 18, Block 2 of the Edwin Park Subdivision to the City of Pampa, Texas.
STAFF CONTACT:	Sharod Harris, Engineer-In-Training Gary Turley, Director Public Works
FINANCIAL IMPACT:	N/A
SOURCE OF FUNDS:	N/A
START/COMPLETION SCHEDULE:	Ordinance No. 1760 will be effective upon its adoption by the Commission.
RECOMMENDED ACTION:	Staff recommends Commission adopt on second and final reading Ordinance No. 1760 rezoning from SF-2 to Commercial all of Lots 10 through 18, Block 2 of the Edwin Park Subdivision of the City of Pampa, Texas.
RECOMMENDED MOTION:	I make a motion to adopt on second and final reading Ordinance No. 1760 as read.
BACKGROUND/ ADDITIONAL INFORMATION:	Copy of Ordinance No. 1760 and relevant documentations attached.

ORDINANCE NO. 1760

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, AMENDING SECTION 3 OF ORDINANCE NO. 690 (CHAPTER 14, EXHIBIT A TO THE CODE OF ORDINANCES, CITY OF PAMPA, TEXAS), PASSED AND APPROVED ON APRIL 8, 1969, CHANGING FROM A ONE-FAMILY DWELLING DISTRICT TWO (SF-2) DISTRICT AND PLACING IN A COMMERCIAL DISTRICT ALL OF LOTS TEN THROUGH EIGHTEEN (10-18), IN BLOCK TWO (2) OF THE EDWIN PARK SUBDIVISION TO THE CITY OF PAMPA, GRAY COUNTY, TEXAS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission for the City of Pampa, Texas has jurisdiction under the constitution and laws of the State of Texas including, but not limited to, Article 11, Section 5 of the Texas Constitution as a home rule city and Texas Local Government Code Chapter 211, to set forth zoning ordinances and regulations for the public health, safety, morals, or general welfare, for protecting and preserving places and areas of historical, cultural, or architectural importance and significance and to promote a harmonious, convenient, workable relationship among land uses; and

WHEREAS, the City Commission of the City of Pampa, Texas has previously passed Ordinance 690, a comprehensive zoning ordinance, as amended and codified in Pampa Code of Ordinances Chapter 14, Exhibit A establishing, among other things, the zoning district boundaries including applicable definitions and the Zoning Map of the City of Pampa; and

WHEREAS, the owner of the following described parcel of land has requested that their property be changed from a One-Family Dwelling District Two (SF-2) District to a Commercial District:

All of Lots Ten through Eighteen (10-18), in Block Two (2) of the Edwin Park Subdivision to the City of Pampa, Gray County, Texas, according to the duly recorded map or plat thereof; and

WHEREAS, after giving proper notice the Planning and Zoning Commission conducted a public hearing on the respective property on December 3, 2021, to consider amending Pampa's Zoning Ordinance and having determined that it met the general rezoning criteria of the Pampa Code of Ordinances, at the conclusion of such hearing voted to recommend to the City Commission to amend the Zoning Ordinance as outlined herein; and

WHEREAS, notice of the time and place of a public hearing on the proposal before the City Commission was published in *The Pampa News* not earlier than fifteen (15) days nor later than ten (10) days prior to the date of the public hearing; and

WHEREAS, on December 6, 2021, the City Commission of the City of Pampa conducted a public hearing on the recommended zoning change at a special Commission meeting and all interested persons were given an opportunity to speak on such recommendation; and

WHEREAS, the City Commission of the City of Pampa finds that amending Ordinance 690 by changing from a One-Family Dwelling District Two (SF-2) District to Commercial District, the zoning of all of Lots Ten through Eighteen (10-18), in Block Two (2) of the Edwin Park Subdivision to the City of Pampa, Gray County, Texas, according to the

duly recorded map or plat thereof, to be reasonable and beneficial for the public health, safety, morals, general welfare and public interest of the citizens of Pampa and desires amend the ordinance and the Zoning Map of Pampa accordingly;

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF PAMPA HEREBY ORDAINS THAT:

Section 1.

That Section 3 of Ordinance No. 690 passed and approved by the City of Pampa, Texas, the 8th day of April 1969 (Appendix A to the Code of Ordinances, City of Pampa, Texas) is hereby amended so that the following described property shall be, and it is hereby, changed from a One-Family Dwelling District Two (SF-2) District and placed in a Commercial District, to-wit:

All of Lots Ten through Eighteen (10-18), in Block Two (2) of the Edwin Park Subdivision to the City of Pampa, Gray County, Texas, according to the duly recorded map or plat thereof.

Section 2.

The Zoning Map of the City of Pampa as set forth in Article 14.03 Exhibit A, Sec. 3 of the Code of Ordinances, City of Pampa, be amended to reflect the above referenced change in zoning.

Section 3.

This ordinance shall be effective upon its final reading and passage as provided by law.

INTRODUCED, PASSED, and APPROVED on its first reading this 6th day of December 2021.

PASSED, APPROVED and ADOPTED on its second and final reading this 13th day of December 2021.

CITY OF PAMPA, TEXAS

By: _____
Lance DeFever, Mayor

ATTEST:

Karen L. Price, City Secretary

APPROVED AS TO FORM:

Bryan J. Guymon, City Attorney



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM: 9

ITEM/PROJECT:	ORDINANCE NO. 1761 – AMENDING RENTAL FEES AND OTHER CHARGES FOR M.K. BROWN AUDITORIUM
MEETING DATE:	December 13, 2021
DESCRIPTION	Consider adopting on second and final reading Ordinance No. 1761, an Ordinance by the City Commission amending the Code of Ordinances, Section 1.07.007, rental fees and other charges, relative to the operation, use and fees for M. K. Brown Auditorium.
STAFF CONTACT:	Dustin Miller, Community Services Director
FINANCIAL IMPACT:	New Fees Listed in Ordinance
SOURCE OF FUNDS:	Fees paid by customers renting M. K. Brown Auditorium.
START/COMPLETION SCHEDULE:	Ordinance No. 1761 will be effective upon its adoption by the Commission and shall be enforceable ten (10) days after its publication as provided by law.
RECOMMENDED ACTION:	Staff recommends Commission adopt on second and final reading Ordinance No. 1761 amending rental fees and other charges relative to the operation, use and fees for M. K. Brown Auditorium.
RECOMMENDED MOTION:	I make a motion to adopt on second and final reading Ordinance No. 1761 as read.
BACKGROUND/ ADDITIONAL INFORMATION:	Ordinance No. 1761 attached.

ORDINANCE NO. 1761

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, AMENDING CODE OF ORDINANCES, ARTICLE 1.07, AUDITORIUM, SECTION 1.07.007, RENTAL FEES AND OTHER CHARGES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Pampa, Texas has previously passed an Ordinance regulating Rental Fees and other charges for the M. K. Brown Memorial Civic Auditorium, as detailed in Article 1.07 of the Pampa Code of Ordinances; and

WHEREAS, it is necessary to amend certain provisions of Section 1.07.007 of the Pampa Code of Ordinances related to the rental fees and other charges for use of the Auditorium; and

WHEREAS, the City Commission believes it is in the best interest of the citizens of Pampa to Amend Section 1.07.007 of the Pampa Code of Ordinances;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS:

SECTION I

That Section 1.07.007 of the Code of Ordinances of the City of Pampa be amended so that Section 1.07.001 *Rental Fees and other charges* reads as follows:

The following fees and rentals shall be charged, except as otherwise specifically provided:

- (1) Standard use: auditorium (including foyer):
 - (A) \$250.00 for each day, or part thereof, except for a defined holiday. Defined holiday: \$500.00 for each day or part thereof.
 - (B) Rehearsal use only: \$50.00 for each day, or part thereof, except for a defined holiday. Defined holiday: \$100.00 for each day or part thereof.
- (2) Nonprofit organization: auditorium (including foyer):
 - (A) \$125.00 for each day or part thereof, except for a defined holiday. Defined holiday: \$250.00 for each day or part thereof.
 - (B) Rehearsal use only: \$25.00 for each day, or part thereof, except for a defined holiday. Defined holiday: \$50.00 for each day or part thereof.
- (3) Standard use: banquet room ("Heritage Room"): \$200.00 for each day, or part thereof, except for a defined holiday. Defined holiday: \$400.00 for each day or part thereof.
- (4) Nonprofit organization: banquet room ("Heritage Room"): \$100.00 for each day, or part thereof, except for a defined holiday. Defined holiday: \$200.00 for each day or part thereof.
- (5) Foyer of auditorium only: \$50.00 for each day or part thereof except for a defined holiday. Defined holiday: \$100.00 for each day or part thereof.

- (6) Parking lot only: \$150.00 for each day or part thereof.
- (7) Personnel:
 - (A) Sound and lighting technician \$30.00 per hour for each with a 1-hour minimum*
 - (B) City representative (required at all times building is in use) \$15.00 per hour **
 - (C) Security officer (a minimum of 2 required for all functions where alcoholic beverages are in use) \$40.00 per hour per person***

* Sound and lighting technician will be required at any time stage lights and sound equipment are used.

** Charged anytime the doors are open except during normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding defined holidays).

*** Security personnel may be required at other events if the manager determines such proposed use needs security to protect the premises.

- (8) The City Manager or his/her designee is authorized to establish, modify, or eliminate other rental fees and charges for the use of the Auditorium or part thereof.

SECTION II

Repealer. All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

SECTION III

Severability. The provisions of this ordinance are declared to be severable. If any section, sentence, clause or phrase of the ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in full force and effect; it being the legislative intent that this ordinance shall remain in effect notwithstanding the validity of any part.

SECTION IV

Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Commission and publication as may be required by governing law.

SECTION V

Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the *Open Meetings Act, Chapter 551, Gov't. Code.*

Section 2.

This ordinance shall be effective upon its final passage and enforceable ten (10) days after its publication.

PASSED AND APPROVED on its first reading this 6th day of December 2021.

PASSED AND ADOPTED on its second and final reading this 13th day of December 2021.

CITY OF PAMPA, TEXAS

By: _____
Lance DeFever, Mayor

ATTEST:

Karen L. Price, City Secretary

APPROVED AS TO FORM:

Bryan J. Guymon, City Attorney



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM: 10

ITEM/PROJECT:	EXECUTIVE SESSION – ADVISORY BOARDS APPOINTMENTS OR REAPPOINTMENTS
MEETING DATE:	December 13, 2021
DESCRIPTION	<p>EXECUTIVE SESSION: The City Commission will convene into closed session in accordance with Texas Government Code, Subchapter D, Section 551.074 – Personnel Matters to discuss:</p> <ul style="list-style-type: none">• Advisory Boards Appointments/Reappointments <p>RECONVENE: The City Commission will reconvene into open session to act, if necessary, regarding matters discussed in Executive Session.</p>
STAFF CONTACT:	Commission Members Shane Stokes, City Manager