

The City Of
Pampa

Work Session & Regular Meeting of the:

Pampa City Commission

April 13, 2015

5:00 p.m.

City of Pampa

201 W. Kingsmill St.

P.O. Box 2499

Pampa, Texas 79066-2499

Phone: 806-669-5750

Fax: 806-669-5767



**CITY OF PAMPA
CITY COMMISSION AGENDA
WORK SESSION AND REGULAR MEETING**

John Studebaker, Commissioner Ward 1
Chris Porter, Commissioner Ward 2
Robert Dixon, Commissioner Ward 3
Karen McLain, Commissioner Ward 4

Brad Pingel, Mayor

Shane Stokes, City Manager
Karen Price, City Secretary
Leland Waters, City Attorney

Notice is hereby given of a **WORK SESSION AND REGULAR MEETING** of the City Commission of the City of Pampa, Texas to be held on **MONDAY, APRIL 13, 2015, AT 5:00 P.M., CITY HALL – CITY COMMISSION CHAMBER, THIRD 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.

CALL TO ORDER – WORK SESSION: No action to be taken

- **Overview of the new Public Stuff software and Community Pride App – Donny Hooper**

ADJOURNMENT

CALL TO ORDER – REGULAR MEETING

INVOCATION

PLEDGE OF ALLEGIANCE

PLEDGE 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, the City Staff and City Commission Members 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.

PUBLIC HEARING: The City Commission of the City of Pampa will conduct a public hearing for the purpose of receiving public comments on the re-introduction and continuation of the City’s Nocturnal Curfew Ordinance for minors under the age of seventeen (17).

AUTHORIZATIONS BY CITY COMMISSION:

1. Consider approving the minutes of the March 23, 2015 regular Commission Meeting as presented.

2. Excuse the absence of Commissioner Robert Dixon from the March 23, 2015 regular Commission Meeting.
3. Consider authorizing the City Manager to enter into a lease agreement with Rhino Communications, Inc. for space on the City of Pampa's communication tower located at 2801 W. Kentucky.
4. Consider authorizing the City Manager to enter into a contract with David Teichmann for mowing and maintenance of select City of Pampa parks.
5. Consider adopting on second and final reading Ordinance No. 1632, an Ordinance of the City of Pampa amending the Code of Ordinance, Chapter 6, Health and Sanitation by adding Article 6.08 Community Pride Bulky Waste Collection Program.
6. Consider adopting on second and final reading Ordinance No. 1633, an Ordinance of the City of Pampa approving a negotiated resolution between the Atmos West Texas Cities Steering Committee and Atmos Energy Corporation, West Texas Division.
7. Consider approving on first reading Ordinance No. 1634, an Ordinance of the City of Pampa re-introducing and continuing Section 8.04 of Chapter 8 of the Code of Ordinance, providing for a nocturnal curfew for minors under the age of seventeen (17).
8. Consider approving on first reading Resolution No. R15-007, a Resolution of the City of Pampa approving a loan from the Pampa Economic Development Corporation to Tyler D. Grant, owner of Jump N' Jive in the amount of \$162,800.00.
9. CONSENT AGENDA – All Consent Agenda items listed are considered to be routine in nature by the City Commission and will be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so request, in which event, that item will be removed from the Consent Agenda and considered in normal sequence on the Agenda.
 - a. Consider awarding a bid from Neil E. Moore in the amount of \$301.00 for delinquent tax property located at Lot 20, Block 3, Hindman Addition, commonly known as 520 Oklahoma.
 - b. Consider awarding a bid from Neil E. Moore in the amount of \$301.00 for delinquent tax property located at Lot 15, Block 3, Hindman Addition, commonly known as 536 Oklahoma.
 - c. Consider awarding a bid from Neil E. Moore in the amount of \$300.00 for delinquent tax property located at Lot 11, Block 1, Harlem Addition, commonly known as 528 Crawford.
 - d. Consider awarding a bid from Real World Enterprises, LLC in the amount of \$305.00 for delinquent tax property located at Suburbs 162, Tract A8 & S 39.35' of A2, commonly known as 612 Carr.

- e. Consider awarding a bid from Vanessa Rodriguez in the amount of \$300.00 for delinquent tax property located at Lot 8, Block 1, Bethume Heights, commonly known as Lot on Campanella.
- f. Consider awarding a bid from Laura Dobbs and Sean Graham in the amount of \$3,007.00 for delinquent tax property located at E89.95' of Lot 7, Block 7, Crawford Addition, commonly known as 425 Carr.
- g. Consider awarding a bid from Landon Jacops in the amount of \$900.00 for delinquent tax property located at Lot 1, Block 3, Wood Addition, commonly known as 703 S. Ballard.
- h. Consider awarding a bid from Manuel Perez in the amount of \$300.00 for delinquent tax property located at Lot 15, Block 28, Talley Addition, commonly known as 514 N. Rider.
- i. Consider awarding a bid from Neil E. Moore in the amount of \$300.00 for delinquent tax property located at Lot 2, Block A, Schulze Annex, commonly known as 537 Harlem.
- j. Consider awarding a bid from Jose Lopez in the amount of \$500.00 for delinquent tax property located at Lots 14 & 15, Block 3, Haggard Addition, commonly known as Lots on Clark.
- k. Consider awarding a bid from Real World Enterprises, LLC in the amount of \$3,010.00 for delinquent tax located at Lots 1 through 4, Block 6, Original Town Addition, commonly known as 123 S. Ballard.
- l. Consider awarding a bid from Neil E. Moore in the amount of \$300.00 for delinquent tax property located at Lot 3, Block 3, Hindman Addition, commonly known as 509 Elm.
- m. Consider awarding a bid from Perfecto Martinez in the amount of \$500.00 for delinquent tax property located at Lots 10 through 13, Block 2, Cohen Addition, commonly known as 421 Maple.

ADJOURNMENT

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 general public at all times and said Agenda was posted on **FRIDAY, APRIL 10, 2015, BEFORE 5:00 P.M.** and remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



Karen L. Price, City Secretary

ASSESSIBILITY 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

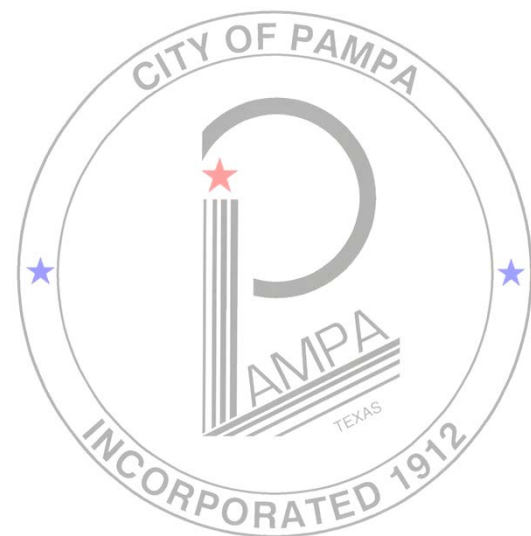
PUBLIC HEARING

MEETING DATE:

April 13, 2015

DESCRIPTION:

PUBLIC HEARING: The City Commission of the City of Pampa will conduct a public hearing for the purpose of receiving public comments on the re-introduction and continuation of the City of Pampa's Nocturnal Curfew Ordinance for minors under the age of seventeen (17).



ORDINANCE NO. 1634

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, RE-INTRODUCING AND CONTINUING SECTION 8.04 OF CHAPTER 8 OF THE CODE OF ORDINANCES PROVIDING FOR A NOCTURNAL CURFEW FOR MINORS UNDER THE AGE OF 17; PROVIDING FOR OFFENSES; PROVIDING FOR DEFENSES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; SETTING FORTH CUMULATIVE AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Public Hearings were held on April 13, 2015 and on April 27, 2015, to review the existing juvenile curfew Ordinance No. 1568 as codified in Section 8.04 of Chapter 8 of the Code of Ordinances of the City of Pampa, Texas, and its effects on the community, and on problems that Ordinance was intended to remedy, as well as the need to continue the said Ordinance as codified or to modify or abolish it, all in accordance with Local Government Code Section 370.002; and

WHEREAS, the City Commission finds that violence, gang activity and crime involving persons under the age of seventeen (17) years in Pampa occurs to an extent that it is cause for concern; and

WHEREAS, the allure of gang activity, the power and invincibility that exists in numbers, and peer pressure make juvenile perpetrators of crime its victims as well as perpetrators; and

WHEREAS, persons under the age of seventeen (17) years are particularly vulnerable to victimization; and

WHEREAS, the City of Pampa has a vital interest in protecting persons under the age of seventeen (17) years by limiting the opportunities for victimization, by requiring parental control and responsibility and by protecting the public from irresponsible acts; and

WHEREAS, the City Commission finds that the public interest will be served by a curfew which forecloses constitutionally unprotected conduct by persons under the age of seventeen (17) years during hours when the likelihood of adult supervision is the least; and

WHEREAS, the City Commission finds that Ordinance No. 1568 as codified in Section 8.04 of Chapter 8 of the Code of Ordinances of the City of Pampa, Texas, should be continued without modification.

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

Section 1.

That Section 8.04 of Chapter 8 of the Code of Ordinances of the City of Pampa, Texas shall continue to read as follows:

“Article 8.04. Nocturnal Curfew for Minors Under the Age of Seventeen (17) years.

“Sec. 8.04.001. Definitions.

“The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“a. *City*: The City of Pampa, Texas.

“b. *Curfew hours*: 12:01 a.m. until 6:00 a.m. daily.

- “c. *Emergency:* By unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.
- “d. *Establishment:* Any privately-owned place of business operated for profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.
- “e. *Guardian:*
- (1) a person who, under court order, is the guardian of the person of a minor; or
 - (2) a public or private agency with whom a minor has been placed by a court.
- “f. *Minor:* Any person under seventeen (17) years of age.
- “g. *Operator:* Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members of partners of an association or partnership and the officers of a corporation.
- “h. *Parent:* A person who is:
- (1) a natural parent, adoptive parent, or step-parent of another person; or
 - (2) at least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.
- “i. *Police Department:* The police department of the City.
- “j. *Public Place:* Any place to which the public or a substantial group of the public has access and includes, but not limited to, streets, parks, highways and common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.
- “k. *Remain:* To:
- (1) linger or stay; and
 - (2) fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.
- “l. *Serious Bodily Injury:* Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

“The use of any gender includes the other genders, and the use of either the singular or the plural includes the other in the context in which they are used.

“Sec. 8.04.002. **Offenses.**

- “a. A minor commits an offense if he remains in any public place or on the premises of an establishment within the City during curfew hours.
- “b. A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the City during curfew hours.
- “c. The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

“Sec. 8.04.003. Defenses.

- “a. It is a defense to prosecution under Sec. 804.002 above that the minor was:
 - (1) accompanied by the minor’s parent or guardian; or
 - (2) on an errand at the direction of the minor’s parent or guardian, without any detour or stop; or
 - (3) in a motor vehicle involved in interstate travel; or
 - (4) engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop; or
 - (5) involved in an emergency; or
 - (6) on the sidewalk abutting the minor’s residence or abutting the residence of a next door neighbor if the neighbor did not complain to the Police Department about the minor’s presence; or
 - (7) attending an official school, religious or other recreational activity supervised by adults and sponsored by the City of Pampa, a civic organization, or another similar entity that has undertaken responsibility for the minor, or going to or returning home from such activity, without any detour or stop; or
 - (8) exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
 - (9) married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.
- “b. It is a defense to prosecution under Sec. 8.04.002-c that the owner, operator, or employee of an establishment promptly notified the Police Department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

“Sec. 8.04.004. Enforcement.

“Before taking any enforcement action under this section, a police officer shall ask the apparent offender’s age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this article unless the officer reasonably

believes that an offense has occurred and that, based on any response or other circumstances, no defense under Sec. 8.04.003 is present.

“Sec. 8.04.005. Penalties.

- “a. A person who violates a provision of this Article is guilty of a separate offense for each day or part of day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.
- “b. When required by Section 51.08 of the Texas Family Code, as amended, the Municipal Court shall waive original jurisdiction over a minor who violates this Article and shall refer the minor to juvenile court.”

**Section 2.
Provisions Cumulative.**

The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent any such inconsistency or conflict.

**Section 3.
Severability**

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portion of this ordinance. The City Commission of the City of Pampa hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, clauses, or phrases be declared unconstitutional or invalid.

**Section 4.
Effective Date**

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

**Section 5.
Renewal Provisions**

This ordinance shall expire and automatically repeal itself after thirty-six (36) months from its effective date unless it shall have been re-introduced and passed at two separate meetings of the City Commission prior to its expiration. Re-enactment prior to expiration shall not require re-publication.

RE-INTRODUCED AND PASSED on first reading this the 13th day of April, 2015.

PASSED, APPROVED and ADOPTED on second and final reading this the ____ day of April, 2015.

CITYOF PAMPA, TEXAS

By: _____

Brad Pingel, Mayor

ATTEST:

Karen L. Price, City Secretary

APPROVED AS TO FORM:

Leland W. Waters, City Attorney



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM NO. 1

ITEM/PROJECT:

MINUTES

MEETING DATE:

April 13, 2015

DESCRIPTION:

Consider approving the minutes of the March 23, 2015 regular Commission Meeting as presented.

STAFF CONTACT:

Karen Price, City Secretary

FINANCIAL IMPACT:

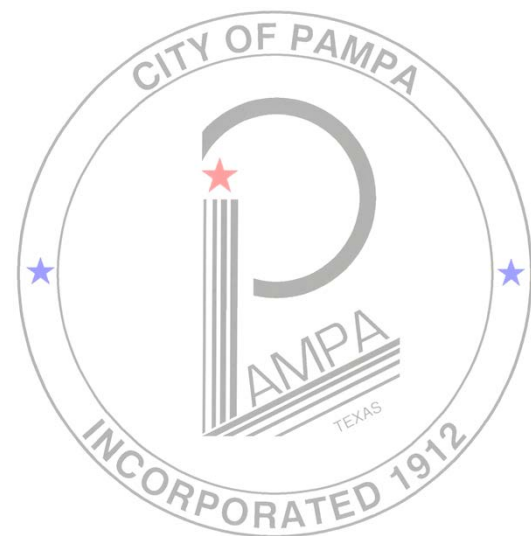
SOURCE OF FUNDS:

**START/COMPLETION
SCHEDULE:**

**RECOMMENDED
ACTION:**

**BACKGROUND/
ADDITIONAL
INFORMATION:**

Minutes attached.



**MINUTES OF THE
CITY COMMISSION OF THE CITY OF PAMPA, TEXAS
REGULAR MEETING
MONDAY, MARCH 23, 2015**

CALL TO ORDER: Mayor Brad Pingel at 5:30 p.m.

PRESENT: Brad Pingel Mayor
John Studebaker Commissioner
Chris Porter Commissioner
Karen McLain Commissioner

ABSENT: Robert Dixon Commissioner

STAFF: Shane Stokes City Manager
Karen Price City Secretary
Leland Waters City Attorney
Robin Bailey Finance Director
Donny Hooper Public Works Director
Dustin Miller Community Services Director
Kim Powell Fire Chief
Kelly Rushing Police Chief
Kevin Webb IT Manager
Tyler Hooper IT Assistant
Gayla Pickens Asst. Finance Director
Elaine Johnson Utility Billing Supervisor
Cary Rushing Building Official

VISITORS: Dale Garner Roxane Funderburk
Kathy Cota Clay Rice
Matt Green Danny Woods

NEWS MEDIA: Lindsey Tomaschik Pampa News
Mike Ehrle KGRO Radio

INVOCATION: Matt Green Briarwood Church

PLEDGE OF ALLEGIANCE

PLEDGE ALLEGIANCE TO TEXAS FLAG

PUBLIC COMMENTS: NONE

AUTHORIZATIONS BY CITY COMMISSION:

15-031

1. Consider approving the minutes of the March 9, 2015 Work Session and Regular Commission Meeting as presented.

A motion was made by Commissioner Porter and Seconded by Commissioner Studebaker to approve the minutes of the March 9, 2015 Work Session and Regular Commission Meeting as presented, with each Commission Member voting AYE, the motion carried.

15-032

2. Consider accepting the City of Pampa's 2014 Comprehensive Annual Financial Report (CAFR).

Danny Woods with Brown, Graham and Company, presented the 2014 Comprehensive Annual Financial Report to the Commission.

A motion was made by Commissioner Studebaker and Seconded by Commissioner McLain to accept the City of Pampa's 2014 Comprehensive Annual Financial Report (CAFR), with each Commission Member voting AYE, the motion carried.

15-033

3. Consider approving on first reading Ordinance No. 1632, an Ordinance of the City of Pampa amending the Code of Ordinance, Chapter 6, Health and Sanitation by adding Article 6.08 Community Pride Bulky Waste Collection Program.

ORDINANCE NO. 1632

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, PROVIDING THAT ITS CODE OF ORDINANCES, CHAPTER 6, HEALTH AND SANITATION BE AMENDED BY ADDING ARTICLE 6.08 COMMUNITY PRIDE BULKY WASTE COLLECTION PROGRAM, PROVIDING FOR CURBSIDE PICK-UP OF BULKY WASTE, AMENDING SECTION 6.07.004 TO ALLOW FOR CURBSIDE PLACEMENT OF BULKY WASTE; PROVIDING FOR PENALTIES, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner McLain and Seconded by Commissioner Studebaker to approve on first reading Ordinance No. 1632, an Ordinance of the City of Pampa amending the Code of Ordinance, Chapter 6, Health and Sanitation by adding Article 6.08 Community Pride Bulky Waste Collection Program, with each Commission Member voting AYE, the motion carried.

15-034

4. Consider approving on first reading Ordinance No. 1633, an Ordinance of the City of Pampa approving a negotiated resolution between the Atmos West Texas Cities Steering Committee and Atmos Energy Corporation, West Texas Division.

ORDINANCE NO. 1633

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS WEST TEXAS CITIES STEERING COMMITTEE ("WTX CITIES") AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY'S 2014 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE WTX CITIES' LEGAL COUNSEL.

A motion was made by Commissioner Studebaker and Seconded by Commissioner Porter to approve on first reading Ordinance No. 1633, an Ordinance of the City of Pampa approving a negotiated resolution between the Atmos West Texas Cities Steering Committee and Atmos Energy Corporation, West Texas Division, with each Commission Member voting AYE, the motion carried.

15-035

5. Consider authorizing the City Manager to enter into an amended Lease Agreement with Rig Fabrication and Repair for property located at 1133 Price Road.

A motion was made by Commissioner Porter and Seconded by Commissioner Studebaker to authorize the City Manager to enter into an amended Lease Agreement with Rig Fabrication and Repair for property located at 1133 Price Road, with each Commission Member voting AYE, the motion carried.

15-036

6. Consider approving the List of Disbursements dated February 2015.

A motion was made by Commissioner McLain and Seconded by Commissioner Studebaker to approve the List of Disbursements dated February 2015, with total Disbursements being \$1,514,328.32 and the amount after balance sheet and income accounts being \$887,327.32, with each Commission Member voting AYE, the motion carried.

15-037

7. EXECUTIVE SESSION – The City Commission convened into closed session at 6:14 p.m. in accordance with Texas Government Code, Subchapter D, Section 551.074 – Personnel Matters to discuss:

- City Attorney’s Employment Agreement

RECONVENE – The City Commission reconvened into open session at 6:41 p.m. with the following action taken, a motion was made by Commissioner McLain and Seconded by Commissioner Studebaker to authorize the City Manager to enter into an employment services agreement with Leland Waters for City Attorney duties for the City of Pampa, with each Commission Member voting AYE, the motion carried.

ADJOURNMENT

There being no further business on the agenda, the meeting was adjourned at 6:42 p.m. by Mayor Brad Pingel.

Karen L. Price, City Secretary

Brad Pingel, Mayor



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM NO. 2

ITEM/PROJECT:

COMMISSION ABSENCE

MEETING DATE:

April 13, 2015

DESCRIPTION:

Excuse the absence of Commissioner Robert Dixon from the March 23, 2015 regular Commission Meeting.

STAFF CONTACT:

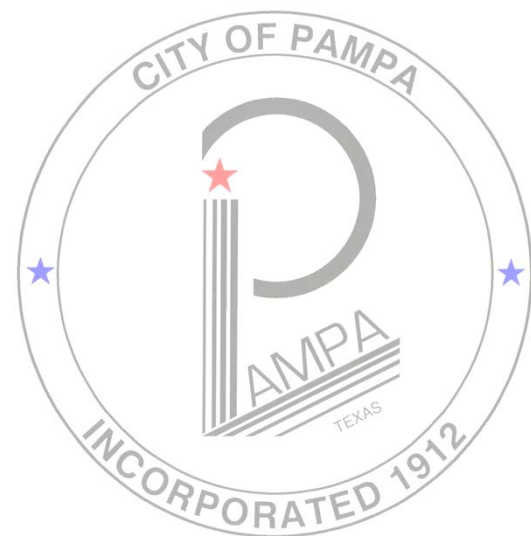
FINANCIAL IMPACT:

SOURCE OF FUNDS:

**START/COMPLETION
SCHEDULE:**

**RECOMMENDED
ACTION:**

**BACKGROUND/
ADDITIONAL
INFORMATION:**





CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM NO. 3

ITEM/PROJECT: LEASE AGREEMENT with RHINO COMMUNICATIONS, INC.

MEETING DATE: April 13, 2015

DESCRIPTION: Consider authorizing the City Manager to enter into a lease agreement with Rhino Communications, Inc. for space on the City of Pampa's communication tower located at 2801 W. Kentucky.

STAFF CONTACT: Shane Stokes, City Manager

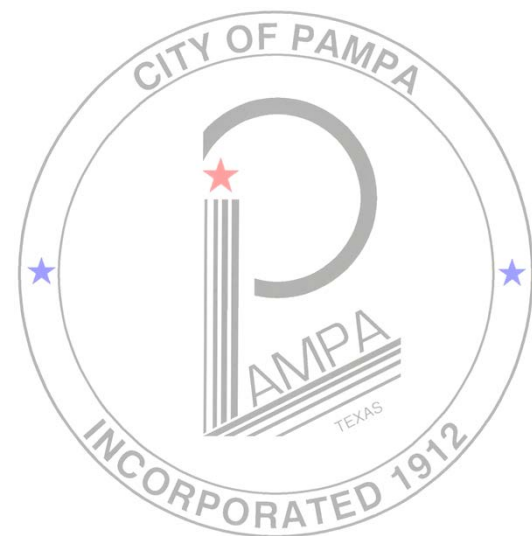
FINANCIAL IMPACT: Rhino's monthly fee will be \$900.00

SOURCE OF FUNDS:

START/COMPLETION SCHEDULE: Agreement effective immediately upon approval. Five (5) year agreement.

RECOMMENDED ACTION:

BACKGROUND/ ADDITIONAL INFORMATION: Agreement attached.





**A
LEASE AGREEMENT BETWEEN
THE CITY OF PAMPA, TEXAS
AND
RHINO COMMUNICATIONS,
A COLORADO CORPORATION**

EXHIBIT "A"

REGULATIONS FOR ANTENNA USE ON METAL COMMUNICATIONS TOWERS

Application

An antenna provider company ("Company") must first complete a site application on a form provided by the City of Pampa ("City") for approval for an antenna installation at a specific site. Before the application may be approved, the City staff will meet with the Company's engineer to conduct a walk-through to develop a conceptual plan for the site.

Items to be covered are those described in Article 2.1 of Exhibit "A" along with include, but are not limited to, location of antennas, base transmission (BTU/BTS) cabinets, buildings and the routing of underground utilities and coaxial cables.

After the site review, the Company shall submit final site drawings of antennae placement, building, and/or utilities which must be approved by the City prior to placement of equipment.

Utility and Cable Routing

The routing of underground utilities shall include electrical and telephone service lines and coaxial cables. Plans submitted shall indicate location of proposed lines in relation to existing municipal utilities and related structures. Design shall provide allowance for future use by other utilities. Routing of cables must address problems with respect to aesthetics, future facility maintenance, access and safety.

Placement of cables and antenna must protect the structural integrity of the metal communications tower and meet OSHA Safety Standards. Cables will not be allowed to be attached to ladders or climbing devices. Cable may be routed up the designated cable side of the tower with all devices used for securing the cable requiring the City's prior written approval. Plastic zip ties are not allowed as cable securing devices. This may be accomplished with pre-designed, off-the-shelf, pre-painted brackets. Cables will be sufficiently spaced on the tower to not interfere with any other cable previously attached. Antennae will be mounted to the tower using established mounting criteria and approved mounting brackets. Antenna may not block or interfere with proper clearance of ladders. Multiple cables shall be grouped using standard support components to create a cable tray.

No penetrations or welding to the metal communications tower structure will be allowed. Installation shall be made using non-corrosive materials. Painting of components after installation on the metal communications tower will not be permitted.

Components shall be sealed or caulked to prevent future corrosion and rust streaking on the metal communications tower. Streaking caused by an antenna application will be promptly corrected at the Company's expense within fifteen (15) days after written notice from the City.

Safety Considerations

Safe access for all necessary personnel of the City and Company must be maintained in compliance with applicable OSHA guidelines. In accordance with FCC regulations, Company shall supply exposure limits and related information on its equipment.

Site access is a sensitive issue. Access to antennas installed on the metal communications tower shall include the following:

1. Company's staff shall be issued two (2) designated keys to the metal communications tower facility. Prior to entry and exit, at any facility, company's staff will notify Pampa Emergency Dispatch at 806-669-5707 or the office of Pampa Emergency Management at 806-669-5820. **Making ADDITIONAL keys is prohibited.**
2. An alarm entry is planned to be connected to utilities existing SCADA system. This will allow for remote notification of unauthorized access.
3. The Company shall provide the City with a list of the Company's personnel who are authorized to have access to the metal communications tower facility and the reason for such access with sufficient information to permit proper identification of such personnel. This will include, but not be limited to, name, residence address, telephone number, date of birth and Social Security number.
4. City shall be informed by Company's personnel of any problems with locks or security on gates, hatches or locked access to ladders on the reservoir.

Rental Fee

The rental fee shall be no less than \$900.00 per month for the Company's initial antenna installations and \$150.00 for each new antenna installation thereafter. New antenna installations must be approved by the City of Pampa prior to installation. The total fees(s) may be adjusted upward by the City of Pampa if the circumstances dictate. The initial fee shall remain fixed at the agreed rate for the first 24 months from the beginning date of the Lease Agreement. Effective with each anniversary date thereafter, the monthly rate shall be increased by 3% per year for each year remaining on the term of the Lease Agreement. The City of Pampa may negotiate a fee for each Lease Agreement so long as the monthly rental is not less than the effective rate as provided herein applicable to the effective date of the Lease Agreement. Credit for services provided to the City may be allowed under the Lease Agreement.

Other Issues and Concerns

A final inspection will be performed to check the installed product compliance with the plans and drawings and will be signed off by the designer.

City requires that the antenna provider shall make annual inspections to verify that all of the work remains in compliance with the design specifications. A copy of the written inspection report shall be furnished the City.

Upon removal of equipment, upon termination of the lease agreement or for installation of newer equipment, the Company must repaint or touch up paint where antenna equipment, clamps or brackets were applied using a product approved by the City that is compatible with the existing painted surface.

Any notices required under these Regulations will be given in compliance with the notice provisions set forth in the lease agreement.

Lease Agreement

These regulations are hereby incorporated by reference into the Lease Agreement, which will be entered into by and between the City and Company.

EXHIBIT "B"

**LEASE AGREEMENT BETWEEN
THE CITY OF PAMPA, TEXAS
AND
RHINO COMMUNICATIONS, A TEXAS CORPORATION**

ARTICLE 1. TERM	1
1.1 TERM.....	1
ARTICLE 2. LEASED PREMISES.....	2
2.1 USE OF LEASED PREMISES.....	2
2.2 ADVERTISING AND SIGNAGE ON LEASED PREMISES.....	3
ARTICLE 3. RENTALS	3
3.1 RENTALS.....	3
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**LEASE AGREEMENT BETWEEN
THE CITY OF PAMPA, TEXAS
AND
RHINO COMMUNICATIONS, A TEXAS CORPORATION**

THIS LEASE AGREEMENT made and entered into the 13rd day of April, 2015, by and between the City of Pampa, Texas, a municipal corporation situated in Gray County, Texas, hereinafter called the LESSOR, and Rhino Communications, A Texas Corporation, hereinafter called LESSEE:

WITNESSETH:

WHEREAS, the LESSOR owns property and structures situated in Gray County, Texas; and,

WHEREAS, LESSEE is engaged in the business of providing wireless communication services; and,

WHEREAS, LESSEE intends to lease from LESSOR for communication purposes the use of certain property and the structures thereon upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, LESSOR and LESSEE agree as follows:

ARTICLE 1.

TERM

1.1 TERM. The term of this Agreement shall commence upon execution hereof and shall continue thereafter for a term of five (5) years, and from year to year thereafter unless sooner terminated as hereinafter set forth.

ARTICLE 2.

LEASED PREMISES

2.1 USE OF LEASED PREMISES. LESSOR grants unto LESSEE use of the structures and property as more particularly described in “Attachment I” hereto (reference to which is made for all purposes as if said Attachment I were set forth herein) for the purpose of constructing, installing, operating, maintaining, repairing, inspecting, replacing and removing transmit and receive antennas, microwave antennas and associated mechanical and electrical equipment, cables and hardware on structures owned by LESSOR and described in “Attachment I” (hereinafter Leased Premises), and for such other purposes as may be approved by the LESSOR. As to each site, LESSEE shall be permitted to use the highest location then available subject to the limitations imposed by the Federal Communications Commission, LESSOR and other applicable governmental authority. LESSEE shall limit the installation to a maximum of three (3) 5Ghz 120 degree sector antenna located at 200 feet, one (1) 5Ghz Omni antenna located at 200 feet, one (1) 24Ghz BH located at 40 feet, one (1) 5Ghz BH located at 15 feet, one (1) 5Ghz BH located at 345 feet and one (1) 5Ghz BH located at 80 feet on the metal communications tower. In addition, LESSEE, subject to LESSOR approval as provided herein, shall have the right to use floor space within the existing communications tower building, not to exceed approximately 3 feet by 2 feet, at the site location specified in “Attachment I.” For purposes of performing the rights granted to LESSEE hereunder LESSEE shall have free access to the Leased Premises at all times across the Leased Premises and any other property owned or controlled by LESSOR. Access across property shall be limited to paved roads or common access. The Leased Premises provided for in this Section shall not be used by any person engaging in any activity or performing any act or furnishing any service for or on behalf of LESSEE that LESSEE is

not authorized to engaged in or perform under the provisions hereof unless expressly authorized by LESSOR.

2.2 ADVERTISING AND SIGNAGE ON LEASED PREMISES.

LESSEE shall not have the right to install or operate any advertising signs representing its business on the Leased Premises.

ARTICLE 3.

RENTALS

3.1 RENTALS. LESSEE agrees to pay LESSOR, in advance and without demand, for the use of the Leased Premises as follows:

Site 1: \$900.00 per month (2801 W. Kentucky Street)
Total: \$900.00 per month

The rental fee shall be no less than \$900.00, per month for the Company's initial antenna installations and \$150.00 for each new antenna installation thereafter. New antenna installation must be approved by the City of Pampa prior to installation. The total fees(s) may be adjusted upward by the City of Pampa if the circumstances dictate. The initial fee shall remain fixed at the agreed rate for the first 24 months from the beginning date of the Lease Agreement. Effective with each anniversary date thereafter, the monthly rate shall be increased by 3% per year for each year remaining on the term of the Lease Agreement. The City of Pampa may negotiate a fee for each Lease Agreement so long as the monthly rental is not less than the effective rate as provided herein applicable to the effective date of the Lease Agreement. Credit for services provided to the City may be allowed under the Lease Agreement.

LESSOR shall, following the end of each calendar month, transmit to LESSEE a statement of the rentals incurred by LESSEE during the calendar month, which shall be paid by LESSEE within thirty (30) days of receipt of said statement. Payments for partial calendar months shall be prorated.

3.2 PAYMENTS. All payments required of LESSEE by this Agreement shall be made by check, cash or other immediately available funds mailed or delivered to the following address below, or to such other address as LESSOR may designate in writing:

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

3.3 ADDITIONAL AND ALTERNATE SITES. LESSOR and LESSEE acknowledge that the efficacy of a particular site for LESSEE's purposes and the effect of LESSEE's operations on existing uses of a particular site cannot be predicted with certainty. LESSOR and LESSEE agree to cooperate in good faith in the extent of their mutual best interests to add and delete sites so as to maintain this Agreement in force and effect as to the maximum number of sites possible. No additional sites will be permitted unless LESSOR approves in writing any additional sites for antennae, support buildings and access requested to be added by LESSEE other than those described in Attachment I attached and made part of this Agreement. Rental fees and location of additional sites other than those set out in Attachment I shall be agreed upon by the parties prior to equipment installation.

3.4 LATE PAYMENT CHARGE. Other remedies for nonpayment notwithstanding, if the monthly rent payment is not received by LESSOR on or before the tenth (10th) day following receipt by LESSEE of LESSOR's statement of rentals, then a late payment charge of five percent (5%) of such past due amount shall become immediately due and payable in addition to all other amounts owed under this Agreement.

ARTICLE 4.

LESSOR'S RIGHT TO ENTER LESSEE'S PREMISES

LESSOR and its authorized officers, employees, contractors, subcontractors, and other representatives shall have the right to enter upon the Leased Premises for the following purposes:

- 4.1 To inspect the Leased Premises to determine whether the LESSEE has complied and is complying with the terms and conditions of this Agreement.
- 4.2 To perform maintenance and make repairs and replacements to the Leased Premises in any case where the LESSEE is obligated to repair or maintain and has failed after written notice so to do, in which event the LESSEE shall reimburse the LESSOR for the cost thereof promptly upon written demand.
- 4.3 To perform maintenance and make known repairs and replacements to the Leased Premises in any case where the LESSOR deems necessary.
- 4.4 In the exercise of the LESSOR's police power.

No such temporary entry by or on behalf of the LESSOR shall cause or constitute a termination or interference with LESSEE's quiet enjoyment of the Leased Premises. In the exercise of its rights hereunder LESSOR shall make reasonable efforts to avoid unnecessary or excessive interference with LESSEE's quiet enjoyment of the Leased Premises.

ARTICLE 5.

DAMAGE OR DESTRUCTION OF LEASED PREMISES

If the Leased Premises or any portion thereof shall be partially damaged by fire, the elements, the public enemy or other casualty, but not rendered unusable, the same

shall be repaired by LESSOR at its own expense, and rent shall be paid as agreed upon by this Agreement. If the damage shall be so extensive as to render the Leased Premises or any portion thereof unusable, LESSOR shall have the option of terminating this Agreement or repairing the Leased Premises or any portion thereof at its own cost and expense.

In the event that the Leased Premises or any portion thereof is rendered unusable and LESSOR has elected to repair it at its own cost and expense, then there shall be an abatement of the rentals due hereunder for the period beginning from the date the Leased Premises or any portion thereof was rendered unusable until such time as the Leased Premises is rendered usable.

ARTICLE 6.

INDEMNITY AND INSURANCE

LESSEE agrees to indemnify and hold LESSOR harmless from and against all liability for injuries or death to persons or damage to property caused by LESSEE's use of the Leased Premises or that of its agents or employees. LESSOR shall give to LESSEE prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect LESSEE, and LESSEE shall have the right to compromise and defend the same to the extent of its own interest, but not to the detriment of LESSOR.

LESSEE shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts issued by a company or companies with an A.M. Best rating of B+ or better against all liabilities for accidents arising out of or in connection with LESSEE's use of the Leased Premises, and shall furnish to LESSOR certificates evidencing such insurance, and the LESSOR shall be furnished with a

certificate to the effect that such insurance shall not be canceled or materially changed without thirty (30) days written actual prior notice to the LESSOR, to-wit:

<u>Comprehensive Public Liability Insurance</u>	\$1,000,000 per person
<u>Comprehensive Property Damage Insurance</u>	\$1,000,000 per occurrence
<u>Statutory Worker's Compensation Insurance</u>	Including a waiver of subrogation in favor of LESSOR
<u>Automobile Liability</u>	\$250,000 bodily injury each person \$500,000 bodily injury each occurrence \$100,000 property damage each occurrence

Coverage for explosion, collapse and underground property hazards and contractual liability coverage cannot be excluded. LESSEE will assume all liability for LESSEE's independent contractors. A certificate of insurance in compliance with the above shall be placed on file with LESSOR prior to execution of this Agreement.

ARTICLE 7.

SURRENDER OF POSSESSION

Upon the expiration or other termination of this Agreement or any renewal thereof, LESSEE's rights to use the Leased Premises shall cease and LESSEE shall forthwith, upon such expiration or termination, surrender the same.

Except as otherwise provided in this Article, all fixtures, improvements, equipment and other property brought, installed, erected, or placed by LESSEE in, on or about the Leased Premises shall be deemed to be personal property and remain the property of LESSEE and LESSEE shall have the right at any time during the term of this Agreement, or any extension thereof, and for an additional period of thirty (30) days after the expiration or other termination of the Agreement, to remove any or all of its property

from the Leased Premises, provided LESSEE is not in default in its payments to LESSOR hereunder, and subject further to LESSEE's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by LESSEE prior to the expiration of the aforesaid thirty (30) day period shall thereupon become a part of the Leased Premises and title thereto shall thereupon vest in LESSOR free of any liens or Encumbrances.

In the event LESSEE cannot complete the removal of LESSEE's property within said thirty (30) days, LESSEE may request an extension for up to an additional thirty (30) days within which to more LESSEE's property and upon paying the prorated rent for such extension period and the added extension time granted.

ARTICLE 8.

ASSIGNMENT AND SUBLETTING

LESSEE shall not, at any time, assign this Agreement or sublease said Leased Premises without the consent in writing of LESSOR; provided that the foregoing shall not prevent the assignment of this Agreement or any of the rights and privileges granted LESSEE hereunder, to any corporation, limited liability company, or other legal entity with which LESSEE entire entity has been merged. Should a merger or succession of ownership occur, LESSEE will give LESSOR prompt notice as herein provided.

ARTICLE 9.

QUIET ENJOYMENT

LESSOR agrees that, on payment of the rent and performance of the covenants and agreements on the part of LESSEE to be performed hereunder, LESSEE shall peaceably have and enjoy the Leased Premises and all the rights and privileges granted herein.

ARTICLE 10.

RULES AND REGULATIONS

LESSEE shall observe and obey all rules and regulations governing the conduct and operation of the Leased Premises promulgated from time to time by LESSOR, which are required for the prudent and efficient operation of the Leased Premises and are not inconsistent with the exercise by LESSEE of any right or privilege granted to it hereunder, or not inconsistent with the rules, regulations or procedures of any Federal or State agency.

LESSEE shall not use or permit the use of the Leased Premises or any part thereof or do or permit its offices or employees or any other person over whom it has control to do any act or thing on the Leased Premises in violation of any present or future laws, ordinances, rules or regulations of the LESSOR or any other public or governmental authority.

LESSEE shall obtain and conform to all governmental and local licenses and permits necessary for the conduct of its activities.

LESSEE shall, at all times, maintain the Leased Premises in compliance with any and all present and future laws, ordinances and general rules or regulations of the LESSOR, State of Texas and Federal Government.

ARTICLE 11.

RESERVATIONS BY LESSOR

This Lease Agreement is a non-exclusive agreement with LESSEE for the use of the LESSOR's metal communications tower. LESSOR expressly reserves the right to grant lease rights to other parties which rights shall not materially interfere with the rights

granted to LESSEE under this Agreement. LESSEE shall not materially interfere with the operation of LESSOR's equipment or such other third party's equipment on the Leased Premises. "Materially interfere" means that the equipment does not perform within ninety-five percent (95%) of its design specifications, or if there is no design performance criteria, the equipment does not fully perform its intended function. LESSOR shall give LESSEE sixty (60) days prior written notice of any decision which requires LESSEE to remove its property for the Leased Premises. In the event that there is a delay of seven (7) days or more in returning the Leased Premises to operational condition or the Leased Premises are removed from service indefinitely, LESSEE hereby acknowledges that its sole remedy for any damages or losses occasioned by such delay or removal shall be the abatement of the rental payments provided for above. The rental abatement shall be for the period beginning after the Leased Premises has been out of service for seven (7) days and shall remain in effect until such time as the Leased Premises is returned to operational condition. In the event LESSOR shall determine that LESSEE shall not be allowed to reinstall its equipment on the Leased Premises, or LESSEE shall determine that the delay beyond seven (7) days is unacceptable to LESSEE, then and in either event this Agreement as to that portion of the Leased Premises involved shall terminate upon receipt of written notice, and neither LESSOR nor LESSEE shall be entitled to any damages as a result thereof. At the option of LESSEE and to the extent facilities are available to LESSOR, LESSEE may install and operate a temporary tower or facilities during the duration of repairs and improvements by LESSOR, and rent shall be abated as to that site for and during the term of the repairs and improvements.

ARTICLE 12.

OBLIGATIONS OF LESSEE

To maintain the Leased Premises, the LESSEE shall be obligated to do the following:

- 1) Furnish all improvements necessary to make the Leased Premises physically and structurally safe to accommodate LESSEE's equipment.
- 2) LESSEE will promptly notify LESSOR when damage occurs to the Leased Premises and when maintenance is required. LESSEE shall reimburse the LESSOR for the cost of repairing, replacing or rebuilding .
- 3) any damages to the Leased Premises caused by the acts or omissions of the LESSEE or its officers, employees, or agents.
- 4) LESSEE understands payments for utilities supplied as a result of LESSEE's use of the Leased Premises are included in the Facility Use Fee.

ARTICLE 13.

ALTERATIONS AND IMPROVMENTS

Whenever consistent with this Agreement, LESSEE shall have the right to construct and install, at its sole expense, improvements on the Leased premises as LESSEE deems to be necessary for its operations; provided, however, that the plans and specifications, location, and construction schedule for such improvements shall have been approved by LESSOR in writing prior to the commencement of any and all construction or installation. Any work associated with such construction or installation shall not interfere with the operation of the Leased Premises. LESSEE shall deliver to LESSOR reproducible "as built" drawings of LESSEE improvements and additions no later than

thirty (30) days following the substantial completion of any such improvements and additions.

LESSEE will not alter or modify the Leased premises without prior written approval of LESSOR. LESSEE shall keep Leased Premises free and clear of any and all liens in any way arising out of an alteration, modification, or use thereof by LESSEE.

Any construction or installation for improvements made by LESSEE on the Leased Premises shall be at the sole expense of LESSEE and shall be in accordance with all applicable State and Local Codes and Laws and subject to inspection by LESSOR.

All improvements made to the Leased Premises and additions and alterations thereto made by LESSEE shall remain the property of LESSEE until termination of this Agreement or any extension thereof. In addition, any improvements of LESSEE shall remain the property of LESSEE, as more completely set forth and subject to the requirements of Article 7, above.

LESSEE shall not materially interfere with the operation of the other equipment of LESSOR or with the equipment of other lessee's on the Leased Premises. Likewise LESSOR will not grant a subsequent Lease that will materially interfere with LESSEE's use of the Leased Premises. Materially means that the equipment does not perform within ninety-five percent of its design specifications, or if there is no design performance criteria, the equipment does not fully perform its intended function. LESSOR will require performance specifications from LESSEE and any prospective lessee, and LESSEE shall have the burden of proof that a prospective lessee's use will materially interfere with LESSEE's use of the Leased Premises. Should a subsequent lessee's use begin, during the course of its tenancy, to materially interfere with LESSEE's use of the Leased Premises, LESSEE shall have the right to enjoin such lessee's use, pursue its other remedies at law or in equity against such lessee or terminate

this lease without penalty. LESSOR will not grant a lease to a subsequent lessee on more favorable terms than are granted LESSEE herein.

ARTICLE 14.

DEFAULT AND TERMINATION

14.1 LESSEE'S DEFAULT AND DEFAULT NOTICES. LESSOR may cancel this agreement if LESSEE fails to pay its rental obligations under this Agreement or if LESSEE abandons or ceases to use the Leased Premises for a continuous period of thirty (30) days, or if LESSEE fails to fulfill any other material obligation under this Agreement. Should LESSOR elect to declare LESSEE in default it will give LESSEE written notice of the condition of default. If LESSEE fails to pay any amount due to LESSOR within fifteen (15) days after notice of default, or if LESSEE fails to cure any other condition of default within thirty (30) days after notice of default, LESSOR may terminate this Agreement. If a default is not curable LESSOR may immediately terminate this Agreement without giving any prior written notice of default.

The following shall be "events of default" under this Agreement constituting a breach of the Agreement:

- a) If the rentals or other monetary payments that LESSEE herein is obligated to pay, or any part thereof, shall become past due or in arrears.
- b) If LESSEE files a voluntary petition in bankruptcy, or makes a general assignment for the benefit of creditors, or if LESSEE is adjudicated as bankrupt.
- c) The taking of jurisdiction of LESSEE or its assets by a court of competent jurisdiction pursuant to proceedings brought under the provisions of any federal reorganization act.

- d) The appointment of a receiver or a trustee of LESSEE's assets by a court of competent jurisdiction or a voluntary agreement with LESSEE's creditors, and the same is not removed in ninety (90) days.
- e) If any act occurs that deprives LESSEE of the rights, power and privileges necessary for the proper conduct and operation of its business.
- f) If LESSEE abandons and fails to use the Leased Premises for a period of thirty (30) days at any one time, except when such abandonment and cessation are due to LESSOR's default or fire, earthquake, strike, governmental action, or other similar causes beyond LESSEE's control.
- g) If LESSEE uses or permits the use of the Leased Premises at any time for any purpose for which the use thereof is not authorized by this Agreement, or permits the use thereof in violation of any law, rule or regulation.
- h) If LESSEE assigns or sublets this Agreement in violation of Article 8 above.

14.2 LESSOR'S REMEDIES. If any default by LESSEE shall continue uncured following notice of default for the period applicable to the default under the provisions of this Agreement, or if the default is not curable, LESSOR may at its election terminate this Agreement by giving LESSEE notice of termination. No acts by LESSOR other than giving written notice to LESSEE shall terminate this Agreement. Acts of the lack of proper maintenance and efforts to relet the Leased Premises shall not constitute a termination of LESSEE's right to possession. On provision of written notice and expiration of any applicable right to cure, all LESSEE's rights in the Leased Premises shall terminate, except as provided in Article 7.

Termination under this paragraph shall not relieve LESSEE from the payment of any sum due LESSOR or from any claim for damages previously accrued or then accruing against LESSEE.

Notwithstanding any election by LESSOR not to terminate this Agreement, LESSOR may at any time thereafter elect to terminate this Agreement for any previous breach or default hereunder not previously waived by LESSOR in writing, to terminate this Agreement for any previous breach or default hereunder by LESSEE which remains uncured, or for any subsequent breach or default.

LESSOR shall be entitled at its election to damages and shall have all the remedies available by law.

14.3 NO REMEDY EXCLUSIVE. No remedy conferred herein upon or reserved to LESSOR or to LESSEE is intended to be exclusive unless expressly made exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power that may be exercised from time to time and as often as may be deemed expedient. In order to entitle LESSOR or LESSEE to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be required in this Agreement or by law.

14.4 WAIVER AND VOLUNTARY ACTS. No waiver of any breach or default shall constitute a waiver of any other breach or default, whether of the same or any other term, agreement or condition. No waiver, benefit, privilege or service voluntarily given or performed by either party shall give the other contractual right by custom, estoppels or otherwise. The subsequent payment or acceptance of rent, or other money payments pursuant to this Agreement shall not constitute a waiver of any proceeding breach or default by LESSEE or LESSOR (other than default in the payment of particular rental or other payment so accepted) regardless of LESSOR's or LESSEE's knowledge of the preceding breach at the time of paying or accepting the rental or other payment. Acceptance of rent or other money payments after termination shall not

constitute a reinstatement, extension or renewal of the Agreement or revocation of any notice or other act by LESSOR.

14.5 ADDITIONAL REMEDY IN BANKRUPTCY. The parties hereto expressly agree, notwithstanding anything in this Agreement to the contrary, that in the event that LESSEE becomes a debtor under any chapter of the Bankruptcy Code and this Agreement has not been terminated prior to the commencement of LESSEE's bankruptcy proceedings, all rents, payable by LESSEE to, or on behalf of, LESSOR hereunder, whether or not expressly denominated as rent, shall constitute rent solely for the purpose of calculating LESSOR's damage pursuant to Section 502(b) (6) or any similar provision of the Bankruptcy Code, 11 U.S.C. Section 502(b) (6), in the event that this Agreement is rejected in such bankruptcy proceeding.

14.6 EVENTS PERMITTING TERMINATION OF AGREEMENTS BY LESSEE. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party.

- a) The breach by the LESSOR of any of the covenants or agreements herein contained to be performed by the LESSOR and the failure by the LESSOR for a period of thirty (30) days after receipt of written notice of the existence of such breach to remedy the breach.
- b) The assumption by the United States Government or any authorized agency there of the use or operation of the common use facilities of the LESSOR or any substantial portion thereof in such a manner as to substantially restrict LESSEE from operation for a period of thirty (30) or more days;
- c) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Leased Premises so as to

- d) substantially restrict LESSEE's operations on the Leased Premises for a period of thirty (30) or more days;
- e) Governmental authority necessary for construction and/or operation of the Leased Premises or LESSEE's business cannot be obtained or is not for any reason maintained; or
- f) LESSEE determines in good faith that the Leased Premises are not appropriate for its operations for technological reasons, including but not limited to signal interference.

14.6 **CANCELLATION BY LESSOR AND LESSEE** LESSEE may cancel and terminate this Agreement at any time upon giving one hundred eighty (180) days prior written notice of such cancellation to the other party.

ARTICLE 15.

FORCE MAJEURE

Except as herein provided, neither LESSOR nor LESSEE shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstance for which it is not responsible, or which are not within its control. Under no circumstances shall the occurrence of any event provided for in this Article excuse LESSEE from paying rentals to LESSOR pursuant to the terms of this Agreement.

ARTICLE 16.

GENERAL PROVISIONS

16.1 THIRD PARTY BENEFICIARY RIGHTS. Each of the parties has entered into this Agreement and lease solely for its own benefit, and this Agreement does not and is not intended to create any third party beneficiary rights.

16.2 HEADING. The headings of the various titles and sections of this Agreement and lease are merely for the convenience of reference.

16.3 LAW TO BE APPLIED. This Agreement is to be read and construed in accordance with the laws of the State of Texas and fully performed in Gray County, Texas.

16.4 SEVERABILITY. In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided, however, that the invalidity of any such covenant, condition, or provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement and lease.

16.5 NO EXCLUSIVE RIGHTS. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958.

16.6 RESERVATION. The LESSOR reserves the right to further develop or improve the Leased Premises subject to the provisions of Article 13.

16.7 AMENDMENT. This Agreement may not be amended or modified without mutual written agreement between LESSOR and LESSEE.

16.8 EQUAL OPPORTUNITY. LESSEE assures that it will not discriminate

against any person on the basis of race, creed, color, religion, sex, national origin or condition of disability in connection with LESSEE's use and occupancy of the Leased Premises to the extent that such discrimination would violate applicable state or federal laws.

ARTICLE 17.

NOTICES

Notices to LESSOR provided for herein shall be sufficient if sent by registered or certified mail, addressed to:

LESSOR: City of Pampa
Attn: City Manager
P.O. Box 2499
Pampa, Texas 79066-2499

LESSEE: Rhino Communications
A Colorado Corporation
P.O. Box 425
Durant, OK 74702

Or at such other address as may be specified in writing.

ARTICLE 18

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in several counterparts, each of which shall constitute an original, as of the date first above written.

ATTEST:

CITY OF PAMPA, LESSOR

Karen L. Price, City Secretary

By _____
Shane Stokes, City Manager

ATTEST:

**Rhino Communications, LESSEE
A Colorado Corporation**

Printed Name

Printed Name

Title

Title

ATTACHMENT I

Site Locations

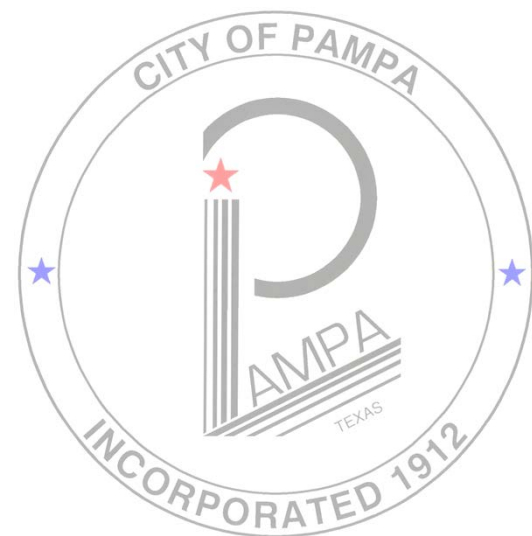
Site 1: LESSEE will install or maintain equipment on the metal communications tower, 2801 W. Kentucky, and place or maintain equipment within the existing communications building not exceeding 3 feet by 2 feet.



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM NO. 4

ITEM/PROJECT:	MOWING CONTRACT with DAVID TEICHMANN
MEETING DATE:	April 13, 2015
DESCRIPTION:	Consider authorizing the City Manager to enter into a contract with David Teichmann for mowing and maintenance of select City of Pampa parks.
STAFF CONTACT:	Dustin Miller, Community Services Director
FINANCIAL IMPACT:	\$29,900.00
SOURCE OF FUNDS:	General Fund
START/COMPLETION SCHEDULE:	April 1, 2015 through December 31, 2015
RECOMMENDED ACTION:	Authorize City Manager to enter into contract with David Teichmann for the maintenance and mowing of specific City of Pampa parks.
BACKGROUND/ ADDITIONAL INFORMATION:	Contract is a one year agreement for the maintenance and mowing of City Parks. Bid Tabulation Sheet and Contract attached.



CITY OF PAMPA
Mowing & Maintenance of Select City Parks, 2015 Calendar Year
Contract No. 15.01.D
Bid Tabulations
March 20, 2015

Contractor	Mowing & Maintenance of Select City Parks	Employee Costs/Insurance	Total Cost
Dauids Golf Shop David Teichmann Pampa, TX	\$27,000.00	\$2,900.00	\$29,900.00
Verde Landscaping Andrew Ammons Pampa, TX	\$33,815.25	Included	\$33,815.25
AJ's Lawn Service AJ Calhoun Pampa, TX	\$36,650.00	\$576.00	\$37,226.00
Elite Landscape Brian Brauchi Pampa, TX	\$41,160.00	\$1,876.80	\$43,036.80
A&T Yard Service Pedro Arreola Pampa, Tx	\$88,510.00	Included	\$88,510.00

CONTRACT FOR MOWING AND MAINTENANCE OF SELECT CITY PARKS

THIS AGREEMENT is made and entered into by and between the CITY OF PAMPA, a home-rule municipality located in Gray County, Texas (“City”) and DAVID TEICHMANN (“Contractor”).

WITNESSETH:

WHEREAS, the City is the owner of certain selected public parks (hereinafter referred to as the “Parks”) located within the City boundaries, as shown on attached Exhibit A; and

WHEREAS, City desires to contract with Contractor to mow and maintain the Parks and to provide the services (hereinafter referred to as the “Services”), equipment, materials, fertilizers and pesticides necessary thereto, and to provide all personnel required to perform under the provisions of this Agreement; and

WHEREAS, Contractor represents to the City that he is professionally qualified to perform the Services under this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter made, the parties hereto CONTRACT and AGREE as follows:

ARTICLE 1. **SCOPE OF SERVICES OF CONTRACTOR**

Section 1.01 General Scope of Services. Contractor agrees to perform, in a satisfactory manner, all mowing and maintenance of the Parks, in a businesslike manner, in keeping with the terms and provisions of this Agreement. Services shall include, but are not limited to, the following:

- (a) Approximately 28 to 32 mowings during the calendar year, mowing height to be appropriate for the type of grass found in the Parks, with caution to be exercised when mowing around trees so as not to damage the trunk of the tree;
- (b) Weedeating, included as part of the normal mowing rotation;
- (c) Air blowing and cleanup of debris to be performed at least 1-2 times per week;
- (d) Trash removal from all trash containers to be performed at least 1-2 times per week;
- (e) Regular maintenance of sprinkler systems, including adjustment of sprinkler heads as needed, and replacement, at Contractor’s expense, of sprinkler heads damaged by actions of Contractor;
- (f) Fertilization of the Parks in a manner in which essential nutrients required for optimal growth and development are applied, at Contractor’s expense;
- (g) Weed control;

- (h) Maintenance of flower beds;
- (i) Minor brush and tree pruning (removal of dead bushes and trees to be the responsibility of the City;
- (j) Watering for the Parks, with water provided by the City at no cost to Contractor, it being understood that at times of drought, water shortages, main breaks or other water emergencies, it may become necessary for the City to adjust or eliminate watering to the Parks. Contractor shall schedule watering of the Parks, with working sprinkler systems, in an optimal manner based on factors such as turf type and soil type, and shall take care not to overwater or allow excessive runoff; and
- (k) Superintendency of all work incidental to the Services.

Section 1.02 Qualifications and Licensing. Contractor represents that he is fully qualified to perform all the Services required under this Agreement. In performing the Services of the Contractor required or permitted under this Agreement, Contractor shall obtain and maintain, at his sole cost and expense, all licenses and permits which may be required in the operations permitted hereunder, including but not limited to, any required State licenses for application of herbicides and pesticides, and shall pay all charges and fees necessary and incidental to the lawful conduct of the Services. Contractor shall keep himself fully informed of all existing and future federal, State and local laws, ordinances and regulations which in any manner affect the fulfillment of this Agreement and to comply therewith;

Section 1.03 Alterations of Improvements. No alterations in the existing improvements in the Parks may be made by Contractor without the prior written consent of the City.

Section 1.04 Repairs. Contractor agrees to repair, at his cost and expense, any and all damages or injury to the property of the City caused by the Contractor or any of his agents or employees.

Section 1.05 Employees. Contractor shall hire at his own cost and expense such employee as Contractor may deem necessary for mowing and maintaining the Parks. The number of employees, whether full-time or part-time, shall be sufficient to provide the Services in a good and efficient manner.

Section 1.06 Condition of Parks. Contractor shall keep and maintain the Parks in as good or better condition as exists on the effective date of this Agreement. Contractor shall insure that sufficient water (provided it is available from the City), fertilizer, herbicide and other required treatment shall be done so that the condition of the Parks shall be maintained in the same standard of municipal parks in the City of Amarillo.

Section 1.07 Character of Employees. All of Contractor's employees shall be of good moral character and properly trained.

Section 1.08 Independent Contract Status. Contractor shall be deemed an independent contractor and shall have the sole responsibility and duty for the mowing and maintenance of the

Parks. All employees which Contractor is required or elects to employ by the terms of this Agreement shall be his employees and shall be paid by Contractor and subject to his control and supervision only. Contractor shall be responsible for all FICA, withholding taxes, unemployment taxes and the obligations relating to Contractor's employees. Any employees of Contractor who may operate motor vehicles shall be duly licensed under the laws of the State of Texas, licensed for the type of vehicle being operated.

Section 1.09 Contractor Not City Agent. Contractor has no authority to act for or bind the City to any contract or in any manner without the City's prior written consent and approval.

Section 1.10 Safety and Responsibility to the Public. Contractor shall perform work in a manner in which will keep safe both his employees and the public.

ARTICLE 2

FINANCIAL CONSIDERATIONS

Section 2.01 Payments to Contractor. In consideration of the services to be performed hereunder by Contractor, Contractor shall be paid as follows:

- (a) A total fee for the term of this Agreement of \$29,900.00, to be paid in monthly payments of \$3,322.22 on the fifth day of each month, with the first of such payments on or about April 5, 2015, and to continue monthly thereafter during the term of this Agreement. It is understood that the above fee is determined, in part, on the current minimum wage. If, during the term hereof, an increase in minimum wage is mandated by law, Contractor may request an adjustment in the fee and the City agrees to consider, in good faith, an adjustment to offset the direct cost increase resulting from the change in the minimum wage; however, the City is under no obligation to grant such requested increase.

Section 2.02. Payment for Additional Work and Materials. The City recognizes that there may be instances where work must be performed above and beyond what is described in this Agreement. For materials required for major repairs not included as part of this Agreement, Contractor shall be paid cost plus 15%. For such additional work and materials, including overseeding or reseeded, Contractor shall first provide the City a proposed cost of the work and materials for approval.

ARTICLE 3

TERM AND TERMINATION

Section 3.01 Term. The term of this Agreement shall be a period of nine (9) months commencing on April 1, 2015, and terminating December 31, 2015, unless sooner terminated as provided below.

Section 3.02 Termination Rights. The City or the Contractor may terminate this Agreement for convenience by service of thirty (30) days written notice on the other party, said

notice to be mailed to the address stated below by certified mail, time to run from date of mailing.

Section 3.03 Termination for Cause. The City may terminate this Agreement for cause in the event the Contractor fails to perform in accordance with the provisions of this Agreement or any act or event which operates to make the Contractor unable to provide the services called for in this Agreement. Said termination will be made in writing, directed to the Contractor by the City Manager or his duly authorized representative, setting forth the grounds for said termination. If such grounds for cause are not corrected within thirty (30) days from the date of said notice, the termination shall be effective at the end of said thirty (30) days.

ARTICLE 4
INDEMNIFICATION AND INSURANCE PROVISIONS

Section 4.01 Indemnification. The Contractor agrees to indemnify, defend, and save harmless the City, its Mayor and Commission, appointed boards and commissions, officials, officers, employees and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation's, attorneys' fees, or actions of any kind and nature resulting from personal injury to any person, including employees of the Contractor or of any subcontractor employed by the Contractor (including bodily injury or death) or damages to any property, arising or alleged to have arisen out of the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents, or employees. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of indemnity in this paragraph.

Section 4.02 Insurance. The Contractor agrees to:

- (a) Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. The Contractor will provide satisfactory certificates of the required coverage to the City Community Services Director before beginning work. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- (b) The Comprehensive General Liability Insurance policy will include the City as an additional insured with respect to liability arising out of the performance of this contract. The Contractor agrees that the insurance required hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- (c) Provide and maintain minimum insurance limits as follows:

Coverage

Limits of Liability

- | | | |
|----|---|--|
| 1. | Worker's Compensation | Statutory |
| 2. | Public Liability and Property
Damage | \$1,000,000 for injuries, including accidental death, to any one person, and subject to the above limit for each person, \$1,000,000 on account of one accident and \$1,000,000 Property Damage Insurance. This minimum shall apply to all operations, and all such machinery, vehicles used or operated in connection with the Services, regardless of ownership. |

Section 4.03 Safety and Responsibility to the Public. Contractor shall perform all work in a manner which will keep safe both his employees and the public, including the personal property of the public.

ARTICLE 5
GENERAL PROVISIONS

Section 5.01 Notices. Any written notices required under this Agreement shall be given by certified mail, return receipt requested, postage pre-paid, addressed to the non-notifying party at the address shown below:

City of Pampa ATTN: City Manager P. O. Box 2499 Pampa, Texas 79066-2499	David Teichmann P. O. Box 1919 Pampa, Texas 79066-1919
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Section 5.02 Assignment Prohibited. This Agreement may not be assigned by the Contractor without the prior written consent of said City, which consent will not be unreasonably withheld; otherwise, this Agreement is binding upon the parties hereto, their successors and assigns.

Section 5.03 Non-Waiver. No waiver of default by the City of any of the terms, covenants, or conditions hereof to be performed, kept or observed by the Contractor shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained.

Section 5.04 Headings. Headings of paragraphs are for reference purposes only.

EXECUTED in duplicate originals this the _____ day of April 2015, but effective on April 1, 2015.

ATTEST:

CITY OF PAMPA, TEXAS

Karen Price,
City Secretary

By: _____
Shane Stokes
City Manager

CONTRACTOR

David Teichmann,

APPROVED AS TO FORM:

Leland Waters, City Attorney



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM NO. 5

ITEM/PROJECT:

ORDINANCE NO. 1632 – BULKY WASTE
COLLECTION PROGRAM

MEETING DATE:

April 13, 2015

DESCRIPTION:

Consider adopting on second and final reading
Ordinance No. 1632, an Ordinance of the City of
Pampa amending the Code of Ordinance, Chapter 6,
Health and Sanitation by adding Article 6.08
Community Pride Bulky Waste Collection Program.

STAFF CONTACT:

Donny Hooper, Director of Public Works

FINANCIAL IMPACT:

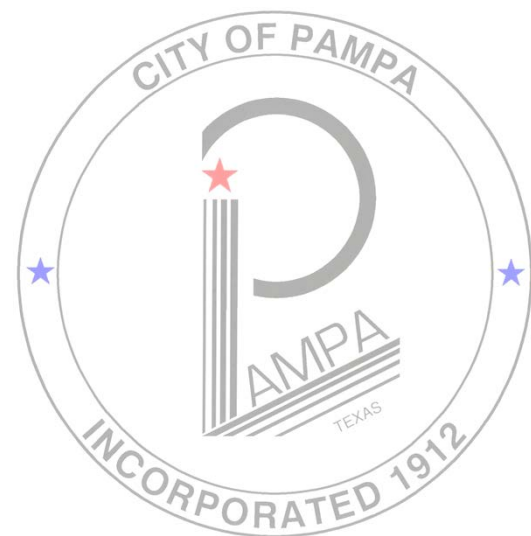
SOURCE OF FUNDS:

**START/COMPLETION
SCHEDULE:**

**RECOMMENDED
ACTION:**

**BACKGROUND/
ADDITIONAL
INFORMATION:**

Ordinance No. 1632 attached.



ORDINANCE NO. 1632

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, PROVIDING THAT ITS CODE OF ORDINANCES, CHAPTER 6, HEALTH AND SANITATION BE AMENDED BY ADDING ARTICLE 6.08 COMMUNITY PRIDE BULKY WASTE COLLECTION PROGRAM, PROVIDING FOR CURBSIDE PICK-UP OF BULKY WASTE, AMENDING SECTION 6.07.004 TO ALLOW FOR CURBSIDE PLACEMENT OF BULKY WASTE; PROVIDING FOR PENALTIES, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission finds that there is a significant amount of waste materials located on residential properties within the City; and

WHEREAS, the City Commission finds that the accumulation of such waste materials constitutes an unsightly and/or potentially hazardous situation; and

WHEREAS, the City Commission finds it in the best interest of the citizens and residents of the City to institute a bulky waste collection program to be known as Operation Community Pride, whereby the City will collect and dispose of bulky waste by utilizing both City personnel and community volunteers;

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

Section 1.

That the findings set forth in the preamble to this Ordinance are hereby found to be true and correct and are hereby approved and adopted.

Section 2.

That the Code of Ordinances of the City of Pampa, Texas, Chapter 6, Health and Sanitation, is hereby amended by adding Article 6.08 Community Pride Bulky Waste Collection Program, to read as follows:

ARTICLE 6.08 COMMUNITY PRIDE BULKY WASTE COLLECTION PROGRAM

Sec. 6.08.001 Short title

This Article may be cited as the “Community Pride Program Ordinance.”

Sec. 6.08.002 Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Bulky Waste. Brush, weeds and grass; trees twelve inches (12”) or less in diameter, tree limbs and trimmings; wood and lumber, furniture; household goods; and household appliances, provided that Freon has been removed and removal is properly certified; and any other items determined to be appropriate by the Public Works Director. The term “bulky waste” shall not include waste of any kind from a commercial business; appliances with Freon; any materials from any part of a residential structure demolished or in the process of being demolished by an owner, tenant or contractor; any material illegally deposited on the residential property; “garbage” as that term is defined in Sec. 6.07.002; large trees or tree limbs larger than twelve inches (12”) in diameter; “hazardous refuse” as that term is defined in Sec. 6.07.002; commercial truck or tractor tires; car or truck batteries; any material coming from an unoccupied building or vacant residence; and any other item determined to be inappropriate by the Public Works Director.

Sec. 6.08.003 Instructions for curbside pick-up under the Community Pride Program

- (a) All bulky waste must be placed within ten (10) feet of the curb or edge of a public street or road, within an accessible open area, not blocking the sight pattern of traffic. No vehicle may be parked in any manner which would inhibit removal of the bulky waste. Items must be out by 7:00 a.m. on Monday morning of the scheduled collection week and no earlier than 7:00 a.m. on the preceding Saturday.
- (b) Bulky waste must not be placed on top of a water meter, gas meter, sewer clean out, storm sewer or manhole.
- (c) All bulky waste should be placed as far as possible away from power lines and low hanging branches of trees to facilitate removal with an overhead grappler.
- (d) Bulky waste must not be placed on alleyways, yard easements or driveways.
- (e) Items to be picked are limited to no more than one (1) dump truck load.

Sec. 6.08.004 City’s rights retained

The City retains the right to govern and control all aspects of the collection, removal and disposal of all kinds of solid waste as provided in Art. 6.05.

Sec. 6.08.005 Offense; penalties

- (a) It shall be unlawful for any person to deliver bulky waste from any location off the premises to any other location within the City for removal by the City under the Community Pride Program.
- (b) It shall be unlawful for any person to receive bulky waste delivered to such person’s property from any location off the premises of such person’s property for removal by the City under the Community Pride Program.

- (c) A person who fails to comply with the requirements of this article commits a Class C misdemeanor punishable by a fine not to exceed Five Hundred Dollars (\$500.00).
- (d) Proof of a culpable mental state is not required for a conviction of an offense under this article.
- (e) Each day that a violation occurs is a separate offense.
- (f) In addition to the penalty described in (a) above, the City may pursue other remedies such as injunctive relief and abatement of nuisance.

Section 3.

That **Sec. 6.07.004** be amended in its entirety to read as follows:

Unlawful disposal of waste

It shall be unlawful for any person to dispose of trash, yard trash, junk, garbage, refuse, litter, unsightly matter, hazardous refuse, dead animals, or other solid waste on a public street, right-of-way, parking lot, or other public or private property, excluding the City's landfill, and except as provided in Article 6.08.

Section 4.

Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.

Section 5.

This Ordinance shall become effective upon its adoption and shall be enforceable ten (10) days after its publication as provided by law.

INTRODUCED, PASSED, and APPROVED on its first reading this 23rd day of March, 2015.

PASSED, APPROVED and ADOPTED on its second and final reading this 13th day of April, 2015.

CITY OF PAMPA, TEXAS

By: _____
Brad Pingel, Mayor

ATTEST:

Karen L. Price, City Secretary

APPROVED AS TO FORM:

Leland W. Waters, City Attorney



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM NO. 6

ITEM/PROJECT:

ORDINANCE NO. 1633 – ATMOS RATE
RESOLUTION

MEETING DATE:

April 13, 2015

DESCRIPTION:

Consider adopting on second and final reading Ordinance No. 1633, an Ordinance of the City of Pampa approving a negotiated resolution between Atmos West Texas Cities Steering Committee and Atmos Energy Corporation, West Texas Division.

STAFF CONTACT:

Shane Stokes, City Manager

FINANCIAL IMPACT:

34T

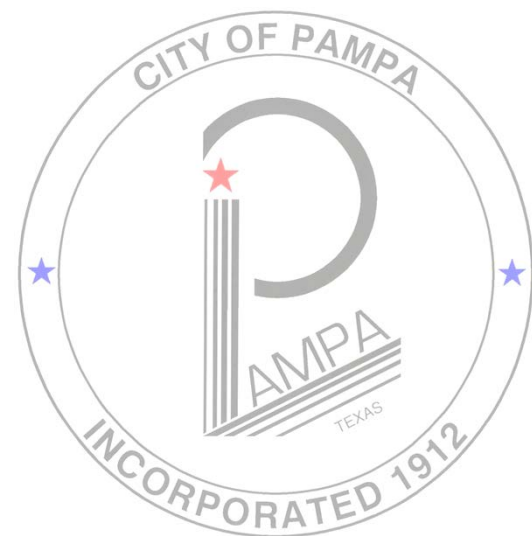
SOURCE OF FUNDS:

**START/COMPLETION
SCHEDULE:**

**RECOMMENDED
ACTION:**

**BACKGROUND/
ADDITIONAL
INFORMATION:**

Letter from Lloyd Gosselink, Attorneys at Law and Ordinance No. 1633 attached.



ORDINANCE NO. 1633

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS WEST TEXAS CITIES STEERING COMMITTEE (“WTX CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY’S 2014 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE WTX CITIES’ LEGAL COUNSEL.

WHEREAS, the City of Pampa, Texas (“City”) is a gas utility customer of Atmos Energy Corp., West Texas Division (“Atmos West Texas” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos West Texas; and

WHEREAS, the City is a member of the West Texas Cities Steering Committee (“WTX Cities”), a coalition of similarly-situated cities served by Atmos West Texas that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos West Texas service area; and

WHEREAS, pursuant to the terms of the agreement settling the Company’s 2013 Statement of Intent to increase rates, Cities and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by WTX Cities as a substitute to the current Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the

WTX Cities based on the system-wide cost of serving the West Texas Division, which includes the Amarillo, Lubbock, and WTX Cities rate jurisdictions; and

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the City to govern rate setting in 2015 and beyond; and

WHEREAS, the RRM tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM applications; and

WHEREAS, on or about December 1, 2014, the Company filed with the City its first annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates system-wide by \$11.8 million, and for WTX Cities by \$5 million; and

WHEREAS, WTX Cities coordinated its review of Atmos West Texas' RRM filing through its Executive Committee, assisted by WTX Cities' attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as WTX Cities' counsel and consultants, recommend that WTX Cities approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenues by \$ 4.3 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by WTX Cities and are just, reasonable, and in the public interest;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Commission finds the existing rates for natural gas service provided by Atmos West Texas are unreasonable and new tariffs that are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

Section 3. That Atmos West Texas shall reimburse the reasonable ratemaking expenses of the WTX Cities in processing the Company's RRM application.

Section 4. That to the extent any resolution or ordinance previously adopted by the City Commission is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after March 15, 2015.

Section 8. That a copy of this Ordinance shall be sent to Atmos West Texas, care of Becky Palmer, Vice President of Rates and Regulatory Affairs West Texas Division, Atmos Energy Corporation, P.O. Box 1121, Lubbock, Texas 79408-1121, and to Geoffrey Gay, General Counsel to WTX Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

INTRODUCED, PASSED, and APPROVED on its first reading this 23rd day of March, 2015.

PASSED, APPROVED, and ADOPTED on its second and final reading this 13th day of April, 2015.

CITY OF PAMPA, TEXAS

By: _____
Brad Pingel, Mayor

ATTEST:

Karen L. Price, City Secretary

APPROVED AS TO FORM:

Leland W. Waters, City Attorney

MEMORANDUM

TO: Steering Committee of Cities Served by Atmos West Texas

FROM: Geoffrey Gay
Georgia Crump

DATE: March 17, 2015

RE: Atmos West Texas 2014 RRM Settlement

The Steering Committee of Cities Served by Atmos West Texas (“Cities” or “Steering Committee”), with advice and input of designated consultants and lawyers, has worked to resolve Atmos West Texas’ pending \$5 million Rate Review Mechanism (“RRM”) rate increase request without the necessity of a protracted and costly contested case before the Railroad Commission. Attached please find an Ordinance that approves the recommendation of the Executive Committee of the WTX Cities to settle with Atmos West Texas on a system-wide cost of service that increases test year revenues by \$4.3 million.

Under the settlement, the monthly customer charge will remain at \$15.50, and the consumption charge will increase from \$0.1016 per Ccf to \$0.14241 per Ccf, for a monthly bill impact for an average residential customer of \$2.02. In addition, and most importantly, the negotiated result means that the WTX Cities’ rates will be on parity with the rates of Amarillo and Lubbock under the Company’s most recent GRIP filing with those cities. The cost of service is based on the Company’s entire system, and no rate subsidies are currently in existence.

Attached to this memo is a sheet that reflects the impact of the settlement on each of four customer classes. The first four lines provide a bill comparison for each class. The second four lines provide the average cost per Ccf. The third four lines reflect the dollar increase for the average customers in each customer class. The fourth set of four lines reflects percentage increases over existing rates.

The Executive Committee of the WTX Cities recommends approval of the negotiated resolution because it maintains system-wide rates, maintains cities’ role as regulators of natural gas rates, and represents an outcome that is equal to or better than the outcome expected from a lengthy contested case proceeding before the Railroad Commission and better than the result of an alternative GRIP case.

Please schedule consideration of the Ordinance at your next available council meeting. Consistent with the ordinance that created the RRM process, the agreed effective date of the new rates is March 15, 2015. Final council action to approve the Ordinance should take place as soon as possible. To assist you, several documents are attached:

- An Ordinance approving and setting the new rates.
- A Model Staff Report.

March 17, 2015

Page 2

Please contact Geoffrey (512/322-5875, ggay@lglawfirm.com) or Georgia (512/322-5832, gcrump@lglawfirm.com) if you have any questions. Once final action has been taken by your city, please forward a copy of the Ordinance to Atmos West Texas and to our paralegal, Holly Whitehurst (fax number: 512/472-0532, hwhitehurst@lglawfirm.com).

**ATMOS WEST TEXAS
SETTLEMENT RATE SUMMARY**

Line No.	Customer Class (1)	Average Usage (2)	BASE RATE			TOTAL BILL (INCL RIDERS CGA, FF & TAX)		
			Present Rate (3)	Atmos Proposed (4)	Settlement (5)	Present Rate (6)	Atmos Proposed (7)	Settlement (8)
TYPICAL BILL COMPARISON								
1	Residential	49.5 CCF	\$ 20.53	\$ 22.98	\$ 22.55	\$ 47.58	\$ 50.16	\$ 49.71
2	Commercial	218.3 CCF	\$ 57.04	\$ 64.33	\$ 63.08	\$ 174.38	\$ 182.10	\$ 180.77
3	Industrial	4,004.6 CCF	\$ 595.86	\$ 674.23	\$ 662.35	\$ 2,722.48	\$ 2,805.36	\$ 2,792.80
4	Public Authority	778.5 CCF	\$ 170.24	\$ 190.52	\$ 187.43	\$ 586.80	\$ 608.24	\$ 604.98
AVERAGE COST (\$/CCF)								
5	Residential	49.5 CCF	\$ 0.41	\$ 0.46	\$ 0.46	\$ 0.96	\$ 1.01	\$ 1.00
6	Commercial	218.3 CCF	\$ 0.26	\$ 0.29	\$ 0.29	\$ 0.80	\$ 0.83	\$ 0.83
7	Industrial	4,004.6 CCF	\$ 0.15	\$ 0.17	\$ 0.17	\$ 0.68	\$ 0.70	\$ 0.70
8	Public Authority	778.5 CCF	\$ 0.22	\$ 0.24	\$ 0.24	\$ 0.75	\$ 0.78	\$ 0.78
INCREASE								
9	Residential	49.5 CCF	\$ 2.45	\$ 2.02		\$ 2.59	\$ 2.14	
10	Commercial	218.3 CCF	\$ 7.30	\$ 6.05		\$ 7.72	\$ 6.39	
11	Industrial	4,004.6 CCF	\$ 78.37	\$ 66.49		\$ 82.89	\$ 70.33	
12	Public Authority	778.5 CCF	\$ 20.27	\$ 17.19		\$ 21.44	\$ 18.18	
PERCENT CHANGE								
13	Residential	49.5 CCF		11.9%	9.8%		5.4%	4.5%
14	Commercial	218.3 CCF		12.8%	10.6%		4.4%	3.7%
15	Industrial	4,004.6 CCF		13.2%	11.2%		3.0%	2.6%
16	Public Authority	778.5 CCF		11.9%	10.1%		3.7%	3.1%

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF _____, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS WEST TEXAS CITIES STEERING COMMITTEE (“WTX CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY’S 2014 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE WTX CITIES’ LEGAL COUNSEL.

WHEREAS, the City of _____, Texas (“City”) is a gas utility customer of Atmos Energy Corp., West Texas Division (“Atmos West Texas” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos West Texas; and

WHEREAS, the City is a member of the West Texas Cities Steering Committee (“WTX Cities”), a coalition of similarly-situated cities served by Atmos West Texas that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos West Texas service area; and

WHEREAS, pursuant to the terms of the agreement settling the Company’s 2013 Statement of Intent to increase rates, Cities and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by WTX Cities as a substitute to the current Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the WTX Cities based on the system-wide cost of

serving the West Texas Division, which includes the Amarillo, Lubbock, and WTX Cities rate jurisdictions; and

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the City to govern rate setting in 2015 and beyond; and

WHEREAS, the RRM tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM applications; and

WHEREAS, on or about December 1, 2014, the Company filed with the City its first annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates system-wide by \$11.8 million, and for WTX Cities by \$5 million; and

WHEREAS, WTX Cities coordinated its review of Atmos West Texas' RRM filing through its Executive Committee, assisted by WTX Cities' attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as WTX Cities' counsel and consultants, recommend that WTX Cities approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenues by \$ 4.3 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by WTX Cities and are just, reasonable, and in the public interest;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds the existing rates for natural gas service provided by Atmos West Texas are unreasonable and new tariffs that are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

Section 3. That Atmos West Texas shall reimburse the reasonable ratemaking expenses of the WTX Cities in processing the Company's RRM application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after March 15, 2015.

Section 8. That a copy of this Ordinance shall be sent to Atmos West Texas, care of Becky Palmer, Vice President of Rates and Regulatory Affairs West Texas Division, Atmos Energy Corporation, P.O. Box 1121, Lubbock, Texas 79408-1121, and to Geoffrey Gay, General Counsel to WTX Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2015.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	RESIDENTIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 03/15/2015	

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 15.50
Consumption Charge	\$ 0.14241 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	COMMERCIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 03/15/2015	

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 38.25
Consumption Charge	\$ 0.11375 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	INDUSTRIAL GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 03/15/2015	

Availability

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 336.50
Consumption Charge	\$ 0.08137 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	PUBLIC AUTHORITY GAS SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 03/15/2015	

Availability

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 109.25
Consumption Charge	\$ 0.10043 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	TRANSPORTATION SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 03/15/2015	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 336.50 per month
Consumption Charge	\$ 0.08137 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

The West Texas Division Rider RRM applies to this schedule.

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

**WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	TRANSPORTATION SERVICE	
APPLICABLE TO:	WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 03/15/2015	

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

Replacement Index

In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

MODEL STAFF REPORT

The City, along with other similarly situated cities served by Atmos Energy Corp., West Texas Division (“Atmos West Texas” or “Company”), is a member of the West Texas Cities Steering Committee (“WTX Cities”). On December 1, 2014, Atmos West Texas filed with the City a Rate Review Mechanism filing (“RRM”) to reflect a system-wide cost of service increase in the amount of \$11.8 million, of which \$5 million was attributed to the West Texas Cities Rate Division.

The City worked with the WTX Cities to analyze the schedules and evidence offered by Atmos West Texas to support its request to increase rates. The Ordinance and attached Settlement tariffs are the result of negotiation between the WTX Cities Executive Committee and the Company to resolve issues raised by the WTX Cities during the review and evaluation of Atmos West Texas’ filing. The Ordinance and Settlement tariffs approve rates that will increase the Company’s revenues by \$ 4.3 million for the West Texas Cities Rate Division, effective for bills rendered on or after March 15, 2015. The monthly customer charge will not change, but will remain at \$15.50. The consumption charge will change from \$0.1016 per Ccf to \$0.14241 per Ccf. The monthly bill impact for the average residential customer will be an increase of \$2.02 (about a 4.5% increase in the total bill).

The WTX Cities’ Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance approving the negotiated settlement of the RRM filing and implementing the rate change.

Purpose of the Ordinance:

The purpose of the Ordinance is to approve a rate change under the RRM tariff. As a result of the negotiations, the Executive Committee was able to reduce the Company’s requested \$5.0 million rate increase for West Texas Cities to \$4.3 million. Approval of the Ordinance will result in rates that implement an increase in Atmos West Texas’ revenues effective March 15, 2015.

Reasons Justifying Approval of the Negotiated Resolution:

After the filing of the RRM Tariff increase with the Cities in December 2014, WTX Cities’ rate consultants reviewed the filing and prepared a report on January 30, 2015, in which they recommended an increase in revenues in the amount of \$2.4 million. Many of the consultants’ adjustments were identical or similar to adjustments they recommended for the Atmos Mid-Tex RRM case in 2014 that remains pending at the Commission. In late February, Atmos West Texas filed its 2015 GRIP increase with the Cities of Lubbock and Amarillo. In order to maintain parity between the rates produced for WTX Cities under the RRM Tariff and the rates produced for Lubbock and Amarillo under the GRIP filing, the WTX Cities Executive Committee investigated the impact of the Company’s GRIP filing. The rate increase negotiated by the Executive Committee and recommended for adoption by WTX Cities maintains parity between West Texas Cities and Lubbock and Amarillo.

The rate increase reached in this compromise is based upon a system-wide cost of service for the Company, which eliminates subsidies previously provided to cities that are not members of WTX Cities. The agreement of the Company to establish and maintain its rates throughout its

service area on a system-wide cost of service basis is a significant achievement for WTX Cities and a material basis for approval of the rate tariffs.

The alternative to a settlement of the RRM filing would be a contested case proceeding before the Railroad Commission of Texas (“RRC”) on the Company’s current application, would take several months and cost ratepayers millions of dollars in rate case expenses, and would not likely produce a result more favorable than that to be produced by the settlement. In addition, the fact that the Atmos Mid-Tex RRM case has been pending at the Commission for over six months after briefs were filed, makes it even more important to resolve these filings at the city level. The WTX Cities’ Executive Committee (consisting of representatives from Midland, Odessa, Plainview, Pampa, Levelland, Seminole, Dimmitt, Big Spring, Lamesa, Littlefield, Canyon and Slaton) recommends that Cities take action to approve the Ordinance authorizing new rates under the RRM tariff.

The alternative to adoption of the rate tariffs attached to the Ordinance would be the Company filing for a GRIP adjustment. A GRIP adjustment would place the entire amount of the Company’s requested increase into the customer charge. It is expected that non-members of the WTX Cities will not approve the RRM tariff, but will instead implement rates derived from a GRIP filing. The Company estimates that its GRIP filing will increase the residential customer charge by an additional \$2.50 per month. WTX Cities’ settlement agreement avoids any increase in the residential customer charge.

Explanation of “Be It Ordained” Sections:

1. This section approves all findings in the Ordinance.
2. This section approves the rate increase under the RRM Tariff and adopts the attached new rate tariffs.
3. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
4. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
5. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
6. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
7. This section provides for an effective date upon passage which, according to the Cities’ ordinance that adopted the RRM process, is March 15, 2015.
8. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM NO. 7

ITEM/PROJECT: ORDINANCE NO. 1634 – CURFEW ORDINANCE

MEETING DATE: April 15, 2015

DESCRIPTION: Consider approving on first reading Ordinance No. 1634, an Ordinance of the City of Pampa re-introducing and continuing Section 8.04 of Chapter 8 of the Code of Ordinance, providing for a nocturnal curfew for minors under the age of seventeen (17)

STAFF CONTACT: Kelly Rushing, Chief of Police

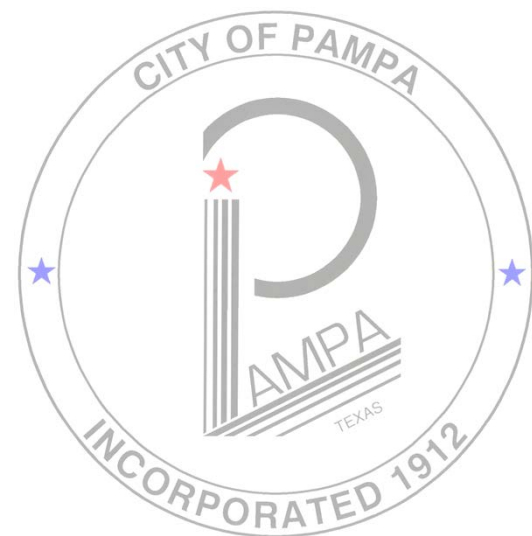
FINANCIAL IMPACT: 34T

SOURCE OF FUNDS:

START/COMPLETION SCHEDULE:

RECOMMENDED ACTION:

BACKGROUND/ ADDITIONAL INFORMATION: Ordinance No. 1634 attached.



ORDINANCE NO. 1634

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, RE-INTRODUCING AND CONTINUING SECTION 8.04 OF CHAPTER 8 OF THE CODE OF ORDINANCES PROVIDING FOR A NOCTURNAL CURFEW FOR MINORS UNDER THE AGE OF 17; PROVIDING FOR OFFENSES; PROVIDING FOR DEFENSES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; SETTING FORTH CUMULATIVE AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Public Hearings were held on April 13, 2015 and on April 27, 2015, to review the existing juvenile curfew Ordinance No. 1568 as codified in Section 8.04 of Chapter 8 of the Code of Ordinances of the City of Pampa, Texas, and its effects on the community, and on problems that Ordinance was intended to remedy, as well as the need to continue the said Ordinance as codified or to modify or abolish it, all in accordance with Local Government Code Section 370.002; and

WHEREAS, the City Commission finds that violence, gang activity and crime involving persons under the age of seventeen (17) years in Pampa occurs to an extent that it is cause for concern; and

WHEREAS, the allure of gang activity, the power and invincibility that exists in numbers, and peer pressure make juvenile perpetrators of crime its victims as well as perpetrators; and

WHEREAS, persons under the age of seventeen (17) years are particularly vulnerable to victimization; and

WHEREAS, the City of Pampa has a vital interest in protecting persons under the age of seventeen (17) years by limiting the opportunities for victimization, by requiring parental control and responsibility and by protecting the public from irresponsible acts; and

WHEREAS, the City Commission finds that the public interest will be served by a curfew which forecloses constitutionally unprotected conduct by persons under the age of seventeen (17) years during hours when the likelihood of adult supervision is the least; and

WHEREAS, the City Commission finds that Ordinance No. 1568 as codified in Section 8.04 of Chapter 8 of the Code of Ordinances of the City of Pampa, Texas, should be continued without modification.

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

Section 1.

That Section 8.04 of Chapter 8 of the Code of Ordinances of the City of Pampa, Texas shall continue to read as follows:

“Article 8.04. Nocturnal Curfew for Minors Under the Age of Seventeen (17) years.

“Sec. 8.04.001. Definitions.

“The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“a. *City*: The City of Pampa, Texas.

“b. *Curfew hours*: 12:01 a.m. until 6:00 a.m. daily.

- “c. *Emergency:* By unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.
- “d. *Establishment:* Any privately-owned place of business operated for profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.
- “e. *Guardian:*
- (1) a person who, under court order, is the guardian of the person of a minor; or
 - (2) a public or private agency with whom a minor has been placed by a court.
- “f. *Minor:* Any person under seventeen (17) years of age.
- “g. *Operator:* Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members of partners of an association or partnership and the officers of a corporation.
- “h. *Parent:* A person who is:
- (1) a natural parent, adoptive parent, or step-parent of another person; or
 - (2) at least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.
- “i. *Police Department:* The police department of the City.
- “j. *Public Place:* Any place to which the public or a substantial group of the public has access and includes, but not limited to, streets, parks, highways and common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.
- “k. *Remain:* To:
- (1) linger or stay; and
 - (2) fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.
- “l. *Serious Bodily Injury:* Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

“The use of any gender includes the other genders, and the use of either the singular or the plural includes the other in the context in which they are used.

“Sec. 8.04.002. **Offenses.**

- “a. A minor commits an offense if he remains in any public place or on the premises of an establishment within the City during curfew hours.
- “b. A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the City during curfew hours.
- “c. The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

“Sec. 8.04.003. Defenses.

- “a. It is a defense to prosecution under Sec. 804.002 above that the minor was:
 - (1) accompanied by the minor’s parent or guardian; or
 - (2) on an errand at the direction of the minor’s parent or guardian, without any detour or stop; or
 - (3) in a motor vehicle involved in interstate travel; or
 - (4) engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop; or
 - (5) involved in an emergency; or
 - (6) on the sidewalk abutting the minor’s residence or abutting the residence of a next door neighbor if the neighbor did not complain to the Police Department about the minor’s presence; or
 - (7) attending an official school, religious or other recreational activity supervised by adults and sponsored by the City of Pampa, a civic organization, or another similar entity that has undertaken responsibility for the minor, or going to or returning home from such activity, without any detour or stop; or
 - (8) exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
 - (9) married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.
- “b. It is a defense to prosecution under Sec. 8.04.002-c that the owner, operator, or employee of an establishment promptly notified the Police Department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

“Sec. 8.04.004. Enforcement.

“Before taking any enforcement action under this section, a police officer shall ask the apparent offender’s age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this article unless the officer reasonably

believes that an offense has occurred and that, based on any response or other circumstances, no defense under Sec. 8.04.003 is present.

“Sec. 8.04.005. Penalties.

- “a. A person who violates a provision of this Article is guilty of a separate offense for each day or part of day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.
- “b. When required by Section 51.08 of the Texas Family Code, as amended, the Municipal Court shall waive original jurisdiction over a minor who violates this Article and shall refer the minor to juvenile court.”

**Section 2.
Provisions Cumulative.**

The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent any such inconsistency or conflict.

**Section 3.
Severability**

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portion of this ordinance. The City Commission of the City of Pampa hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, clauses, or phrases be declared unconstitutional or invalid.

**Section 4.
Effective Date**

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

**Section 5.
Renewal Provisions**

This ordinance shall expire and automatically repeal itself after thirty-six (36) months from its effective date unless it shall have been re-introduced and passed at two separate meetings of the City Commission prior to its expiration. Re-enactment prior to expiration shall not require re-publication.

RE-INTRODUCED AND PASSED on first reading this the 13th day of April, 2015.

PASSED, APPROVED and ADOPTED on second and final reading this the ____ day of April, 2015.

CITYOF PAMPA, TEXAS

By: _____

Brad Pingel, Mayor

ATTEST:

Karen L. Price, City Secretary

APPROVED AS TO FORM:

Leland W. Waters, City Attorney



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM NO. 8

ITEM/PROJECT: RESOLUTION NO. R15-007 – LOAN FROM PEDC TO TYLER D. GRANT

MEETING DATE: April 13, 2015

DESCRIPTION: Consider approving on first reading Resolution No. R15-007, a Resolution of the City of Pampa approving a loan from the Pampa Economic Development Corporation to Tyler D. Grant, owner of Jump N’ Jive in the amount of \$162,800.00.

STAFF CONTACT: PEDC Staff

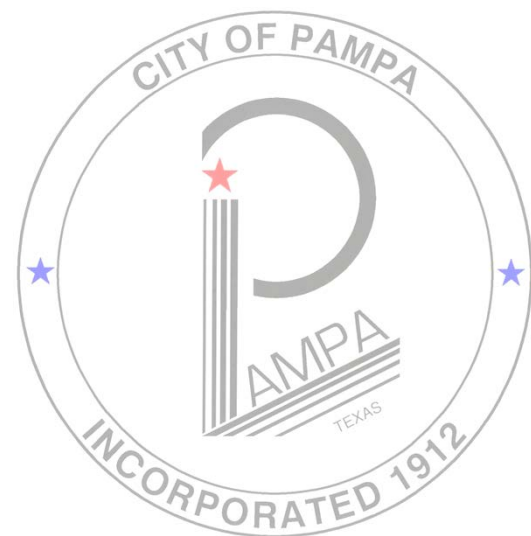
FINANCIAL IMPACT: \$162,800.00

SOURCE OF FUNDS: PEDC Operating Budget

START/COMPLETION SCHEDULE:

RECOMMENDED ACTION:

BACKGROUND/ ADDITIONAL INFORMATION: Resolution No. R15-007 attached



RESOLUTION NO. R15-007

A RESOLUTION APPROVING ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE PAMPA ECONOMIC DEVELOPMENT CORPORATION AND TYLER D. GRANT, DOING BUSINESS AS JUMP N' JIVE, AND A LOAN BY THE PAMPA ECONOMIC DEVELOPMENT CORPORATION TO TYLER D. GRANT DBA JUMP N' JIVE

WHEREAS, the Pampa Economic Development Corporation ("Pampa EDC") has presented a request for approval of Economic Development Agreement ("the Agreement") between the Pampa EDC and Tyler D. Grant, doing business as Jump N' Jive ("Grant");

AND WHEREAS, the Pampa EDC has presented a request to make a collateralized forgivable loan of \$162,800.00 to Grant for expansion of the Jump N' Jive facility to include video games and laser tag, at the Pampa Mall. The agreement between the Pampa EDC and Grant provides that Grant will be entitled to a credit in an amount not to exceed \$80,000.00 based upon increased employment at the site for a period of five years. The credit will be calculated annually on the anniversary date of the loan based upon the following formula: (actual number of additional employment hours over the 2014 base rate ÷ 1,000) x \$5,000.00. The loan will bear interest at the rate of 4.25% per annum and will be payable in monthly installments of principal and interest of \$2,500.00, beginning on August 1, 2015, until paid in full. The video games and laser tag equipment will be collateral for the loan.

AND WHEREAS, the Pampa EDC held a public hearing on April 16, 2015, ***** [at which citizens spoke both in favor of and] *****[at which no one spoke]***** in opposition to the Agreement and loans;

AND WHEREAS, the Pampa EDC has requested that the City Commission approve such Agreement and loan;

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

That the Agreement between the Pampa EDC and Grant be and it is hereby APPROVED; and

That the loan by the Pampa EDC to Grant in the amount of \$162,800.00, bearing interest at the rate of 4.25 per cent per annum and being payable in annual installments of principal and interest of \$2,500.00 beginning on August 1, 2015, and continuing until paid in full, with provisions providing for a credit in an amount not to exceed \$80,000.00 based upon increased employment at the site for a period of five years, the credit to be calculated annually on the anniversary date of the loan based upon the following formula: (actual number of additional employment hours over the 2014 base rate ÷ 1,000) x \$5,000.00, with video game and laser tag equipment as collateral for the loan, providing

for the personal guarantee of Tyler D. Grant, and providing conditions for acceleration and other terms as therein provided in copy of note attached hereto as Exhibit "A" and made a part hereof, be and it is hereby APPROVED.

INTRODUCED, READ and APPROVED on its first reading this the 13th day of April, 2015.

READ, APPROVED and ADOPTED on its second and final reading on this the _____ day of April, 2015.

CITY OF PAMPA, TEXAS

By: _____
Brad Pingel
Mayor

ATTEST:

Karen L. Price
City Secretary

APPROVED AS TO FORM:

Leland W. Waters
City Attorney



CITY OF PAMPA AGENDA INFORMATION SHEET

AGENDA ITEM NO. 9

ITEM/PROJECT:

CONSENT AGENDA – DELINQUENT TAX
PROPERTY BIDS

MEETING DATE:

April 13, 2015

DESCRIPTION:

CONSENT AGENDA – All Consent Agenda items listed are considered to be routine in nature by the City Commission and will be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so request, in which event, that item will be removed from the Consent Agenda and considered in normal sequence on the Agenda.

STAFF CONTACT:

Cary Rushing, Building Official

FINANCIAL IMPACT:

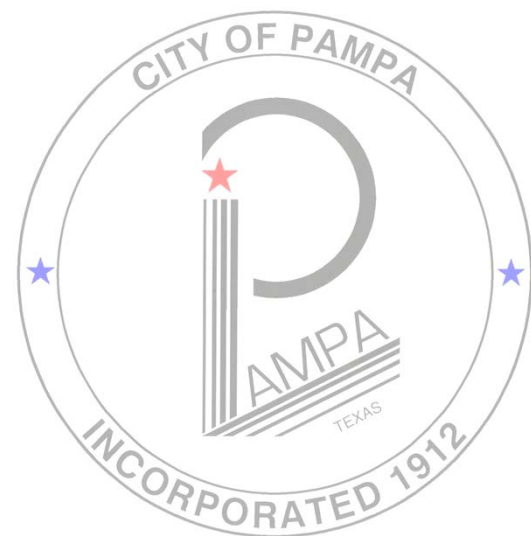
SOURCE OF FUNDS:

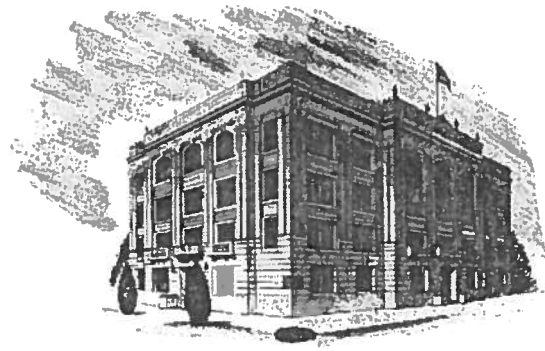
**START/COMPLETION
SCHEDULE:**

**RECOMMENDED
ACTION:**

**BACKGROUND/
ADDITIONAL
INFORMATION:**

Delinquent Tax Bid Information List attached.





PAMPA, TEXAS 79066-0382

GAYE WHITEHEAD,
TAX ASSESSOR COLLECTOR
P. O. BOX 382
PAMPA, TEXAS 79066-0382
PHONE (806) 669-8018
669-8019
669-8020
FAX (806) 669-8051

March 24, 2015

City of Pampa
Attn: Karen Price
P.O. BOX 2499
Pampa, Texas 79066-2499

Dear Ms. Price:

On behalf of Gray County, City of Pampa and the Pampa Independent School District, our office has received a bid for the following tax properties described below:

Property Address: 520 Oklahoma
Legal Description: Lot 20 Blk 3 Hindman
Taxes Due: 451
Appraisal Value: 750
Name of Bidder: Neil E. Moore
Amount of Bid: 301.00

Property Address: 536 Oklahoma
Legal Description: Lot 15 Blk 3 Hindman
Taxes Due: 1,027
Appraisal Value: 1,500
Name of Bidder: Neil E. Moore
Amount of Bid: 301.00

Property Address: 528 Crawford
Legal Description: Lot 11 Blk 1 Harlem
Taxes Due: 336
Appraisal Value: 560
Name of Bidder: Neil E. Moore
Amount of Bid: 300.00

Property Address: 612 Carr
Legal Description: Suburbs 162 Tract A8 & S 39.35' of A2
Taxes Due: 362
Appraisal Value: 3,480
Name of Bidder: Real World Enterprises LLC
Amount of Bid: 305.00

Property Address: Lot on Campanella
Legal Description: Lot 8 Blk 1 Bethume Heights
Taxes Due: 351
Appraisal Value: 510
Name of Bidder: Vanessa Rodriguez
Amount of Bid: 300.00

Property Address: 425 Carr
Legal Description: E 89.95' of Lot 7 Blk 7 Crawford
Taxes Due: 3,250
Appraisal Value: 8,430
Name of Bidder: Laura Dobbs and Sean Graham
Amount of Bid: 3,007.00

Property Address: 703 S. Ballard
Legal Description: Lot 1 Blk 3 Wood
Taxes Due: 393
Appraisal Value: 380
Name of Bidder: Landon Jacops
Amount of Bid: 900.00

Property Address: 514 N Rider
Legal Description: Lot 15 Blk 28 Talley
Taxes Due: 1,353
Appraisal Value: 1,750
Name of Bidder: Manuel Perez
Amount of Bid: 300.00

Property Address: 537 Harlem
Legal Description: Lot 2 Blk A Schulze Annex
Taxes Due: 116
Appraisal Value: 480
Name of Bidder: Neil E. Moore
Amount of Bid: 300.00

Property Address: Lots on Clark
Legal Description: Lot 14 & 15 Blk 3 Haggard
Taxes Due: 1,643
Appraisal Value: 1,500
Name of Bidder: Jose Lopez
Amount of Bid: 500.00

Property Address: 123 S Ballard
Legal Description: Lots 1 – 4 Blk 6 Original Town
Taxes Due: 4,439
Appraisal Value: 31,930
Name of Bidder: Real World Enterprises LLC
Amount of Bid: 3,010.00

Property Address: 509 Elm
Legal Description: Lot 3 Blk 3 Hindman
Taxes Due: 739
Appraisal Value: 3,250
Name of Bidder: Neil E. Moore
Amount of Bid: 300.00

Property Address: 421 Maple
Legal Description: Lots 10 – 13 Blk 2 Cohen
Taxes Due: 1,606
Appraisal Value: 7,570
Name of Bidder: Perfecto Martinez
Amount of Bid: 500.00

Please notify us in writing of the acceptance of the above bids. The letter can be mailed to the above address or e-mailed to garnet.faires@graycch.com. We will await action by all of the participating entities before proceeding with the sale of this property. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
Garnet Faires, Deputy
cc: City of Pampa; Cary Rushing