

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, JANUARY 31, 2017 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) Update – Preliminary Draft of the Community Investment Program; and
 - (3) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters.
- (1) Section 551.074 - Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act.
 - (a) Consider appointments to Boards and Commissions:
Amarillo Economic Development Corporation
Amarillo Hospital District Board of Managers
Amarillo-Potter Events Venue District
 - (2) Section 551.087 - Deliberation regarding economic development negotiations; discussion regarding commercial or financial information received from a business prospect.
 - (a) Economic development incentive request in the vicinity of the Southwest 6th Avenue and South Polk Street intersection.

REGULAR MEETING ITEMS

INVOCATION: Bob Schroeder, Hillside Christian Church

INTRODUCTION: Amarillo Economic Development Corporation President and CEO, Barry Albrecht

RECOGNITION: Xcel Energy

1. **MINUTES:**
Approval of the City Council minutes of the regular meeting held on January 24, 2017.
2. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7650:**
This is the first reading of an ordinance rezoning of Lot 7, Block 141, Glidden & Sanborn Addition, Section 169, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Light Industrial (I-1) to Multi Family 1 (MF-1). (Vicinity: Madison Street and Northwest 3rd Avenue.)
3. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7651:**
This is the first reading of an ordinance rezoning of Lot 5, Block 8, Fairview Townsite Unit No. 1, Section 123, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 to Residential District 3 with a Specific Use Permit for the placement of a Type B Manufactured Home. (Vicinity: Southeast 6th Avenue and South Dallas Street.)

4. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7652:**

This is the first reading of an ordinance rezoning of Lots 5-8, Block 494, Mirror Addition Unit No. 1, Section 155, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 (R-3) to Heavy Commercial District (HC). (Vicinity: Interstate 40 and South Houston Street.)

5. **RESOLUTION – SUPPORT OF CANYONS TC, LLC APPLICATION FOR HOUSING TAX CREDIT:**

This resolution is support for an application for Affordable Housing to the Texas Department of Housing and Community Affairs, Housing Tax Credit Program by Canyons TC, LLC, a private entity, Canyons at 45 West, a development for affordable rental property located at 4101 Southwest 45th Avenue.

6. **RESOLUTION – SUPPORT OF SH AMARILLO BOULEVARD, LP APPLICATION FOR HOUSING TAX CREDIT:**

This resolution is support for an application for Affordable Housing to the Texas Department of Housing and Community Affairs, Housing Tax Credit Program by SH Amarillo Boulevard, LP, a private entity, Marabella, a development for affordable rental property located at +/- 2.96 acres near the southeast corner of Amarillo Boulevard and Gem Lake Road.

7. **RESOLUTION – SUPPORT OF SH AMARILLO GEM LAKE, LP APPLICATION FOR HOUSING TAX CREDIT:**

This resolution is support for an application for Affordable Housing to the Texas Department of Housing and Community Affairs, Housing Tax Credit Program by SH Amarillo Gem Lake, LP, a private entity, Residences at Gem Lake, a development for affordable rental property located at +/- 2.00 acres near the southeast corner of Amarillo Boulevard and Gem Lake Road.

8. **RESOLUTION – CALLING MUNICIPAL ELECTION:**

This resolution calls the regular municipal election to be held on May 6, 2017. The election will be for the offices of Mayor, Councilmember Place 1, Councilmember Place 2, Councilmember Place 3, and Councilmember Place 4.

9. **CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS:**

This item is for discussion and consideration of appointments to vacant and expiring positions on Boards and Commissions.

Amarillo Economic Development Corporation
Amarillo Hospital District Board of Managers
Amarillo MPO Policy Committee
Amarillo-Potter Events Venue District
Animal Management & Welfare
Board of Review – Landmarks & Historic District
Community Development Advisory Committee
Construction Advisory and Appeals Board
Library Advisory Board
Quail Creek Public Improvement District Advisory Board
21st Century Senior Services Development Advisory Board

10. **CONSENT AGENDA:**

It is recommended that the following items be approved and that the City Manager be authorized to execute all documents necessary for each transaction:

A. **Purchase – Heavy Trucks:**

Award to low bidders meeting specifications as follows:

Summit Truck Center 119856 – Lines 1,2,3,5,6,9	\$611,444.00
Premier Truck Group 445261 – Lines 4,8	\$978,518.00
Bruckner Truck Sales, Inc. 458789 – Line 7	\$222,838.00
Associated Supply Co. 116139 – Line 10	\$49,975.00
Total Award	\$1,862,775.00

This item is the scheduled replacement of heavy trucks, and trailers that have reached or exceeded usable life and additional equipment approved in the 2016-2017 budget. Funding for this award is available in the approved FY 2016-2017 Fleet Services Rolling Stock Budget.

- B. Approval – Water Tower Lease Agreement:
This item authorizes a lease renewal between AMA Communications, LLC and the City of Amarillo. The lease site is located at Southwest 58th and Western Street (also known as the 58th Water Tower). The initial term shall be for five (5) years.
- C. Approval – Authorize Two Year Extension of Ambulance Service Permit Granted to American Medical Response, Inc. (AMR)
This item extends for two years the ambulance permit granted to AMR to operate an ambulance service within the corporate limits of Amarillo beginning January 1, 2018 and expiring two years from the date of commencement.
- D. Approval – American Medical Response, Inc. Extraordinary Rate Increase of 2.935%:
This item approves a new rate schedule for the ambulance service provider permit. The extraordinary increase only applies to transport rates and is intended to cover AMR's portion of increased operating costs at the Amarillo Emergency Communications Center. All other rates will be increased in accordance with the permit, based on consumer price index.

PUBLIC FORUM

Comments from interested citizens on matters not on the Agenda pertaining to City policies, programs or services. *(This is the opportunity for visitors and guests to address the City Council on any issue. The City Council may not discuss any presented issue, nor may any action be taken on any issue at this time. Texas Attorney General Opinion JC-0169)*

MISCELLANEOUS

1. Planning and Zoning Commission, minutes of January 9, 2017.
2. Boards and Commissions – appointments as listed on attached.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 7th Avenue) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 27th day of January 2017.

Amarillo City Council meetings stream live on Cable Channel 110 and are available online at:
www.amarillo.gov/granicus
Archived meetings are also available.



STATE OF TEXAS
 COUNTIES OF POTTER
 AND RANDALL
 CITY OF AMARILLO

On the 24th day of January 2017, the Amarillo City Council met at 4:00 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE	MAYOR
ELISHA DEMERSON	COUNCILMEMBER NO. 1
LISA BLAKE	COUNCILMEMBER NO. 2
RANDY BURKETT	COUNCILMEMBER NO. 3
MARK NAIR	COUNCILMEMBER NO. 4

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

BOB COWELL	INTERIM CITY MANAGER
MICK MCKAMIE	CITY ATTORNEY
BLAIR SNOW	MANAGEMENT ANALYST
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Greg Dowell, Amarillo Central Church of Christ. Mayor Harpole led the audience in the Pledge of Allegiance.

Recognition: Officer Douglas Richardson was awarded the Medal of Valor; Corporal Craig Cothrin (and Corporal Sheldon West who was not present) were awarded Life Saving Awards; and Officer Justin Frye and Officer Rhett Amburn were awarded Life Saving Awards.

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

ITEM 1: Mayor Harpole presented the minutes for January 17, 2017. Motion was made by Councilmember Burkett to approve the minutes, seconded by Councilmember Blake, and unanimously carried to approve the minutes.

ITEM 2: Mayor Harpole presented the first and final reading of an ordinance discussing and considering the issuance of the City of Amarillo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017 and resolving other matters incident and related thereto.

Mr. Cowell stated this item would allow the issuance of debt to fund the emergency radio system. Michelle Bonner, Assistant City Manager, stated the City of Amarillo's total debt is \$276,207,070 of which three-fourths is related to water. The 2009 bond balance is \$2.6 million which was for Libraries; the 2007 outstanding bond balance is \$17.26 million, which funded three fire stations, replacement of a fire station, facility renovations, new area parks, and street projects; the 2010 bond issuance has an outstanding balance of \$1 million which was the City's portion of the Grand Street Bridge; and the 2017 bond issuance is \$6.9 million which will fund the public safety radio system. Steven Adams, Specialized Public Finance, Inc., stated the Standard & Poor's Global Rating affirmed the City's AAA rating. There were six bids received and the winning bid was Stifel, Nicolaus & Co., Inc. (2.73%). Specialized Public Finance, Inc. recommended that the City of Amarillo award the \$6,940,000 Combination Tax and Revenue Certificates of Obligation, Series 2017 to Fidelity Capital Markets. James Schenck, 6216 Gainsborough Street, inquired as to what savings the City was receiving. Steven Adams replied it could be compared to refinancing a house. Motion was made by Councilmember Nair, seconded by Councilmember Burkett, that the following captioned ordinance be passed on first and final reading:

ORDINANCE NO. 7645

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF AMARILLO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017"; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE CITY'S WATERWORKS AND SEWER SYSTEM; SPECIFYING THE TERMS AND CONDITIONS OF SUCH CERTIFICATES OF OBLIGATION; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES OF OBLIGATION, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3: Mayor Harpole presented the first and final reading of an ordinance authorizing the issuance of City of Amarillo, Texas, General Obligation Refunding Bonds, Series 2017, and other matters incident and related thereto. Steven Adams, Specialized Public Finance, Inc. also took bids for the general obligations refunding bonds. They received nine bids with the winning bid from Fidelity Capital Markets at a true interest rate of 2.21%. Closing is set for February 27, 2017. Specialized Public Finance, Inc. recommended awarding the \$15,110,000 general obligations refunding bonds, series 2017 to Fidelity Capital Markets. Motion was made by Councilmember Blake, seconded by Councilmember Nair, that the following captioned ordinance be passed on first and final reading:

ORDINANCE NO. 7649

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF AMARILLO, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES, 2017"; SPECIFYING THE TERMS AND FEATURES OF SAID BONDS; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE REDEMPTION OF CERTAIN OUTSTANDING OBLIGATIONS OF THE CITY; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN ESCROW AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 4: Mayor Harpole presented the second and final reading of an ordinance providing for specified changes in the adopted Comprehensive Plan by amending the Future Land Use and Character Map, specifically for eight parcels located north of West Farmers Avenue and east of South Western Street, and falling within a study area of approximately 800' along South Western Street from IH-27 (Canyon Drive) to the southernmost city limit (West Sundown Lane); providing a severability clause; and providing an effective date. (Vicinity: South Western Street from IH-27 (Canyon Drive) to West Sundown Lane.) Motion was made by Councilmember Burkett, seconded by Councilmember Blake, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7646

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE ADOPTED COMPREHENSIVE PLAN OF THE CITY OF AMARILLO, TEXAS BY AMENDING THE FUTURE LAND USE AND CHARACTER MAP SPECIFICALLY FOR PARCELS WITHIN APPROXIMATELY 800' ALONG SOUTH WESTERN STREET FROM IH-27 (CANYON DR) TO THE SOUTHERNMOST CITY

LIMIT (WEST SUNDOWN LN); PROVIDING A SEVERABILITY CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 5: Mayor Harpole presented the second and final reading of an ordinance rezoning of a 6.53 acre portion of land out of Lot 8, South Side Acres Unit No. 1, in Section 230, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 (R-1) to General Retail District (GR). (Vicinity: Western Street and Catalpa Lane.) Motion was made by Councilmember Blake, seconded by Councilmember Nair, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7647

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SOUTH WESTERN STREET AND CATALPA LANE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 6: Mayor Harpole presented the second and final reading of an ordinance rezoning a 19.12 acre tract of land in Section 62, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District. (Vicinity: South Soncy Road (Loop 335) and Anton Kuster Avenue.) Motion was made by Councilmember Demerson, seconded by Councilmember Blake, that the following captioned ordinance be passed on second and final reading.

ORDINANCE NO. 7648

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SOUTH SONCY ROAD (LOOP 335) AND ANTON KUSTER AVENUE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 7: Mayor Harpole stated a permit had been issued for the substandard structure located at 1112 Southeast 12th Avenue so this item was removed from the agenda.

RESOLUTION NO. 01-24-17

A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS; PROVIDING FOR FILING OF LIENS; PROVIDING A REPEALER CLAUSE; PROVIDING SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.

ITEM 8: Mayor Harpole stated a permit had been issued for the substandard structure located at 2118 Pioneer Lane so this item was removed from the agenda.

RESOLUTION NO. 01-24-17

A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS;

PROVIDING FOR FILING OF LIENS; PROVIDING A REPEALER CLAUSE; PROVIDING SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.

ITEM 9: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Motion was made by Councilmember Burkett to approve the consent agenda, seconded by Councilmember Blake.

- A. Award – Demolition and Debris Removal of City Owned Buildings:
This item awards the demolition and debris removal of City owned building Located at 702 and 708 South Lincoln to WSCA, Inc. for \$58,639.00.
- B. Award – Construction Services:
L.A. Fuller & Sons Construction – \$1,908,878.00
This item awards an agreement for construction services for the construction of water wells, pipelines, well access road, culvert/bridge and appurtenances in Potter and Carson Counties well fields.
- C. Award – Amarillo Police and Airport Police Uniforms Supply Agreement:
Nardis -- \$93,209.90
This award is to approve a contract for the purchase of Amarillo Police and Airport Police Uniforms Supply Agreement.
- D. Approval – Stop Loss Insurance Policy Renewal:
QBE Insurance Corporation through Maxor Administrative Services – \$309,319.46
This is the annual renewal for the stop loss policy, through QBE A&H. This policy provides protection in the event the health plan has a large claimant with \$750,000 or more in medical claims.
- E. Acceptance – ICDU/SUR (Epidemiology) Grant:
Grant Amount: \$165,000.00
FY18 - \$82,500.00
FY19 - \$82,500.00
Grantor: Texas Department of State Health Services

This item accepts the two-year award from the Texas Department of State Health Services from September 1, 2017 thru August 31, 2019 to continue funding supporting one (1) full time Epidemiologist. The Epidemiologist supports all aspects of public health by providing disease surveillance, investigation, and reporting along with data analysis.

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

Mayor Harpole stated the need for prospective board candidates to fill out applications. Councilmember Nair agreed the need to submit applications and follow the policy of two term limits with some exceptions. Councilmember Burkett inquired if staff could ask for applications not received. Councilmember Nair recommended reappointments to also submit an application. Mr. Cowell stated this item would be posted next week as well; and possible action the following week.

Mayor Harpole announced that this is the end of the regular agenda, but this time is reserved to hear from any citizen concerning matters pertaining to City policies, programs or services not on today's agenda. The public forum is set under the Open Meetings Act and that during the public forum the City Council can respond with a statement of fact, a statement of City policy or decide whether to place an item on a future agenda.

James Schenck, 6216 Gainsborough Street, recommended a name change for the Civic Center to Convention Center. He further stated he was disappointed in the Council not discussing changing the AEDC from a Type A to a Type B. Jesse Pfrimmer, 5723 South Milam Street, stated he was also an advocate of the AEDC study from a Type A to Type B. Jeff Poindexter, 422 East Bonita Street, stated he has volunteered for boards since 1988. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor

DRAFT

Amarillo City Council Agenda Transmittal Memo



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Meeting Date	January 31, 2017	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

Vicinity: Madison St. & NW 3rd Ave.

Rezoning of Lot 7, Block 141, Glidden & Sanborn Addition, Section 169, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Light Industrial (I-1) to Multi Family 1 (MF-1).

Agenda Item Summary

Staff's analysis of zoning change requests begins with referring to the Comprehensive Plan's Future Land Use and Character Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan's recommended Neighborhood Unit Concept (NUC) of development whereby non-residential land uses are encouraged at section-line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers existing zoning and development patterns in the area. This is an unusual area where the existing land uses and underlying zoning do not necessarily align.

When performing a site visit, staff noticed residential uses in all directions, despite the underlying zoning of those parcels. This requested zoning would be a logical continuation of this land use, which is already established in this area. The 1948 zoning map established this area to be an industrial zoning. Although, this area was originally platted in 1891 with a residential setting, such as an alley and 60x140 lots. This zoning will be the first residential zoning for the area and will protect the existing immediately adjacent residential uses from industrial uses. However, this zoning does not follow the Neighborhood Unit Concept due to nonexistent transitions and rezoning of a single lot.

This zoning request is currently consistent with the FLUC (Future Land Use & Character) map, established in 2010; however, the request is inconsistent with the existing zoning since the entire area is zoned Light Industrial (I-1). Analysis of this area has shown an opportunity for incorporating a "general residential" land use and character that could be beneficial to the surrounding neighborhood by protecting residents from industrial uses. . This rezoning will promote other residential dwellings in this area. The requested MF-1 zoning does encompass uses consistent with the "General Residential" land use category; that is, residential uses with a mix of housing types and varying densities.

This rezoning is also consistent with the strategies implemented by the approved North Height Neighborhood Plan, adopted in 2017, which supports the creation of high quality, well maintained, mixed income housing that accommodates families and individuals. This proposal also supports redevelopment of vacant and unused properties.

Staff also assessed this proposal in the context of the "land use guiding principles" adopted as part of

Amarillo City Council

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the North Heights Neighborhood Plan. These principles focus on the health, stability, and functionality of the North Heights neighborhood area while ensuring consistency in decision making.

- Determine that the decision will not create an arbitrary development pattern.
- Plan for an adequate and diverse supply of housing for all income levels.
- Minimize negative effects between incompatible land uses and ensure adequate transitions.
- Distinguish suitable areas for public uses.
- Discourage intense uses within or adjacent to residential areas.
- Diversify the types of commercial activity.
- Limit development in floodplains and environmentally sensitive areas.
- Consider public safety as it relates to future developments.
- Protect and promote areas of historical and cultural significance.
- Avoid creating undesirable precedents.
- Promote expansion of the economic base to create job opportunities.
- Ensure consistency of land use decisions on similar properties.
- Keep infrastructure in mind when making land use decisions.
- Advance development that serves the needs of a diverse population.
- Promote redevelopment and infill that meets community needs and is complimentary to the neighborhood.
- Enhance neighborhood identity and investment where possible.
- Make decisions that result in the highest level of service to the neighborhood possible.
- Maintain a safe and efficient street network while improving multi-modal transportation options by increasing bicycle and pedestrian connections to key destinations within and around the neighborhood.

This being said, the request may not follow strictly the Neighborhood Unit Concept, but it does follow other elements of the Comprehensive Plan, justifying a recommendation of approval.

Requested Action

The applicant is requesting the zoning of a 0.19 acre tract of land, previously zoned Light Industrial (I-1), to change to Multi Family (MF-1), in order to develop the land with a duplex.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 13 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request, either in favor of or in opposition to the request.

Amarillo City Council

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The item was recommended for approval by 7:0 vote of the Planning and Zoning Commission at its January 23, 2017 public meeting.

City Manager Recommendation

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

ORDINANCE NO. 7650

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF MADISON STREET & NW 3rd AVENUE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of Lot 7, Block 141, Glidden & Sanborn Addition, Section 169, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Light Industrial (I-1) to Multi Family 1 (MF-1).

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

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

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

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

Paul Harpole, Mayor

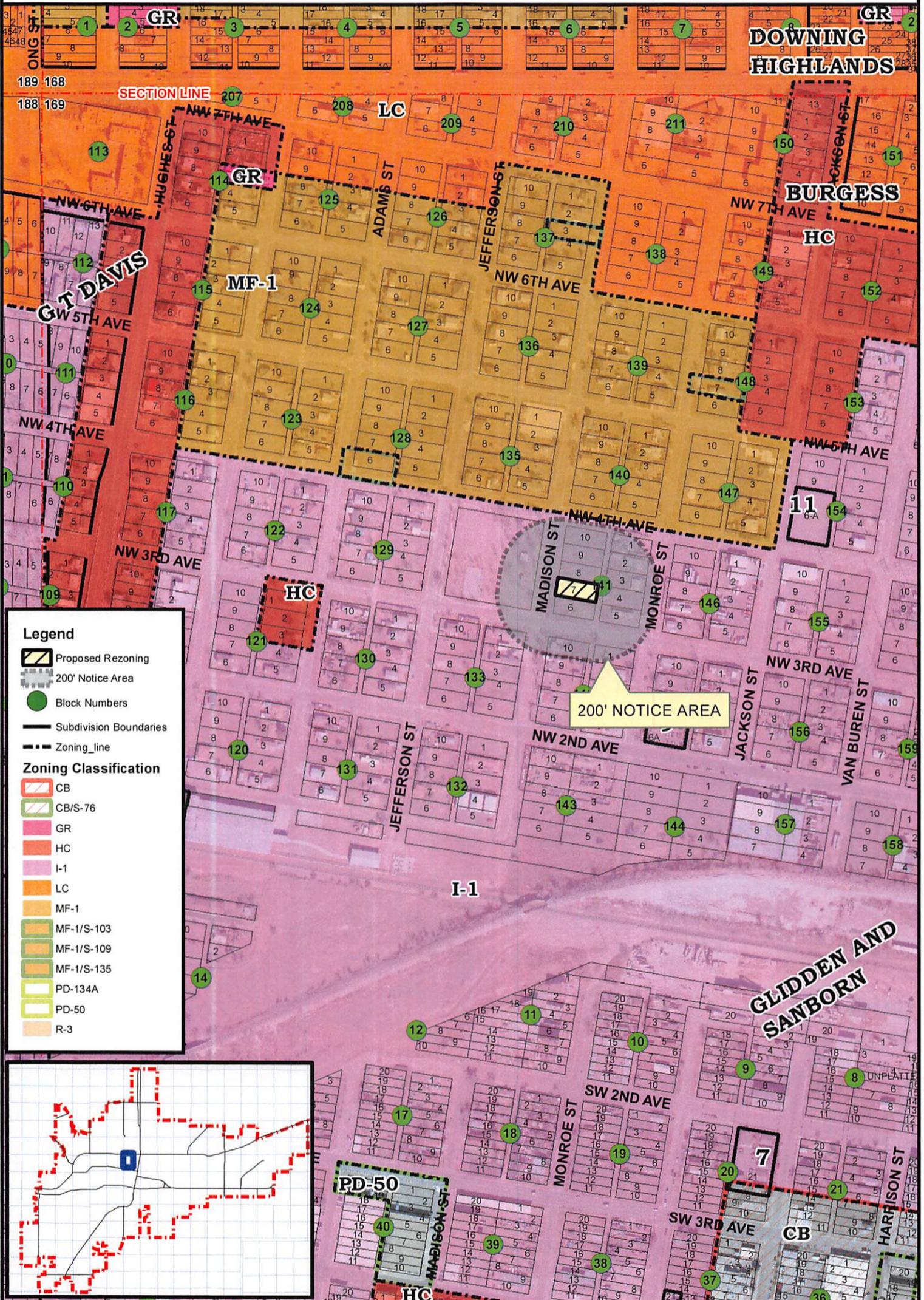
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

REZONING FROM I-1 TO MF-1



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1" = 400'
Date: 1-13-17
Case No: Z-17-05



Z-17-05 Rezoning of Lot 7, Block 141, Glidden & Sanborn Addition, Section 169, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Light Industrial (I-1) to Multi Family 1 (MF-1).

Applicant: Collins Family Properties
Vicinity: Madison St. & NW 3rd Ave

AP: N-11

Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 31, 2017	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

Vicinity: SE 6th Ave. and S. Dallas St.

Rezoning of Lot 5, Block 8, Fairview Townsite Unit No. 1, Section 123, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 to Residential District 3 with a Specific Use Permit for the placement of a Type B Manufactured Home.

Agenda Item Summary

Section 4-10-87 (Manufactured Home Standards) of the City's Zoning Ordinance only allows placement of a Type B Manufactured Home in Residential District 3 (R-3) Districts with the approval of a Specific Use Permit (SUP) [*Zoning Ordinance 4-10-87 (1) (a)*].

Section 4-10-83 (8b) defines a Type B manufactured home as "a manufactured home meeting the definition of "manufactured home (Type A) – No older than from 1976" in which was manufactured six (6) years or less prior to the year of installation and shall meet the site requirements set forth in Section 4-10-87 for manufactured home (Type B)."

Also in 4-10-87 (1) (a) it states that for a Type C manufactured home (2017 and never been used) that it must be a double wide trailer with a minimum width of 28 feet to be allowed by right in the zoning district R-3, but this manufactured home for consideration is 16 ft wide, therefore triggering the need for a specific use permit. That would classify it now as a Type B manufactured home. For a Type B the minimum width is 15 feet wide.

When analyzing an SUP request, staff observes the surrounding area to see what impacts the manufactured home could have on the overall character of the neighborhood. Staff considers the manufactured home's setbacks, existing trees and fences within the front-yard area, and other existing elements that may disrupt the streetscape character.

In surveying the surrounding area, the neighboring lot to 609 South Dallas Street was vacant to the north and single family residential homes were nearby. There are two SUP to the north and south of this property along South Dallas Street. The first is SUP-161 (600 S Dallas St.) which was approved in 2011 for the use of a Type B manufactured home. The second is SUP-171 (617 S Dallas St.) which was approved in 2013 for the use of a Type B manufactured home. A third SUP (SUP-179) was located over on South Spring Street, one street over from South Dallas Street, with a Type B manufactured home at 621 S Spring Street that was approved in 2016.

This zoning request is not in conflict with the adopted 2010 Comprehensive Future Land Use and

Amarillo City Council

Agenda Transmittal Memo



Character Map, which indicates general residential land use for this area, and all other zoning regulations will follow the Residential District 3 (R-3) zoning regulations that already apply to this property. Therefore, staff views this zoning request as appropriate due to the lack of disruption to the existing streetscape character.

Requested Action

The applicant is requesting a change in zoning from Residential District 3 (R-3) to R-3 with an SUP in order to place a manufactured home on the property at 609 South Dallas Street. The applicant wants to place a 16' x 72' x 13' (single-wide) 2017 manufactured home in the front yard.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 20 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request, either in favor of or in opposition to the request.

The item was recommended for approval by 7:0 vote of the Planning and Zoning Commission at its January 23, 2017 public meeting.

City Manager Recommendation

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

ORDINANCE NO. 7051

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SOUTHEAST SIXTH AVENUE AND SOUTH DALLAS STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of Lot 5, Block 8, Fairview Townsite Unit No. 1, Section 123, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 to Residential District 3 with a Specific Use Permit (SUP-188) for the placement of a Type B Manufactured Home.

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

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

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

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

Paul Harpole, Mayor

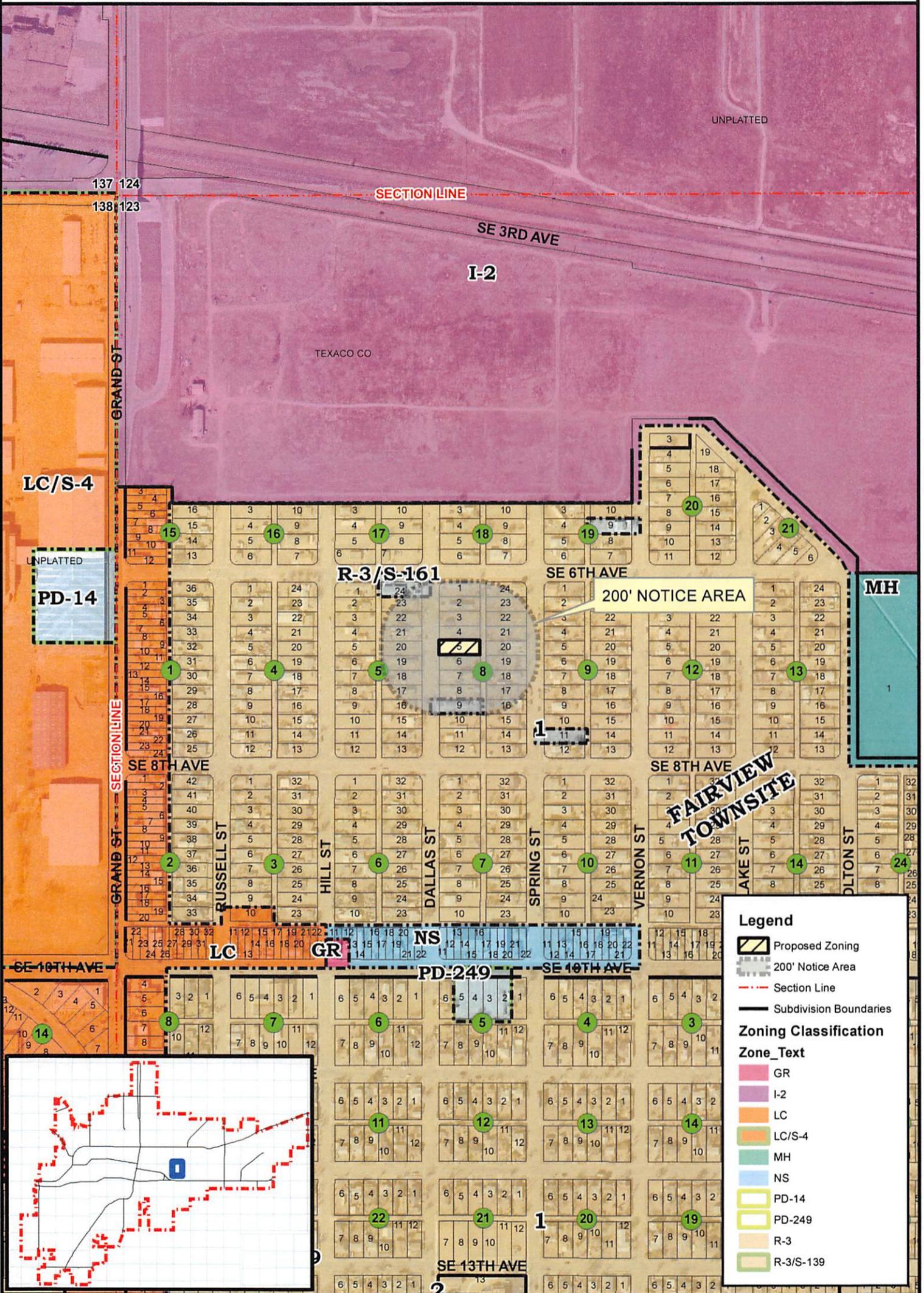
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

REZONING FROM R-3 TO R-3 W/ SUP



Legend

- Proposed Zoning
- 200' Notice Area
- Section Line
- Subdivision Boundaries

Zoning Classification

Zone_Text

- GR
- I-2
- LC
- LC/S-4
- MH
- NS
- PD-14
- PD-249
- R-3
- R-3/S-139

CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'
Date: 12-13-16
Case No: Z-17-01



Z-17-01 Rezoning of Lot 5, Block 8, Fairview Townsite Unit No. 1, Section 123, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 to Residential District 3 with a Specific Use Permit for the placement of a Type A Manufactured Home.

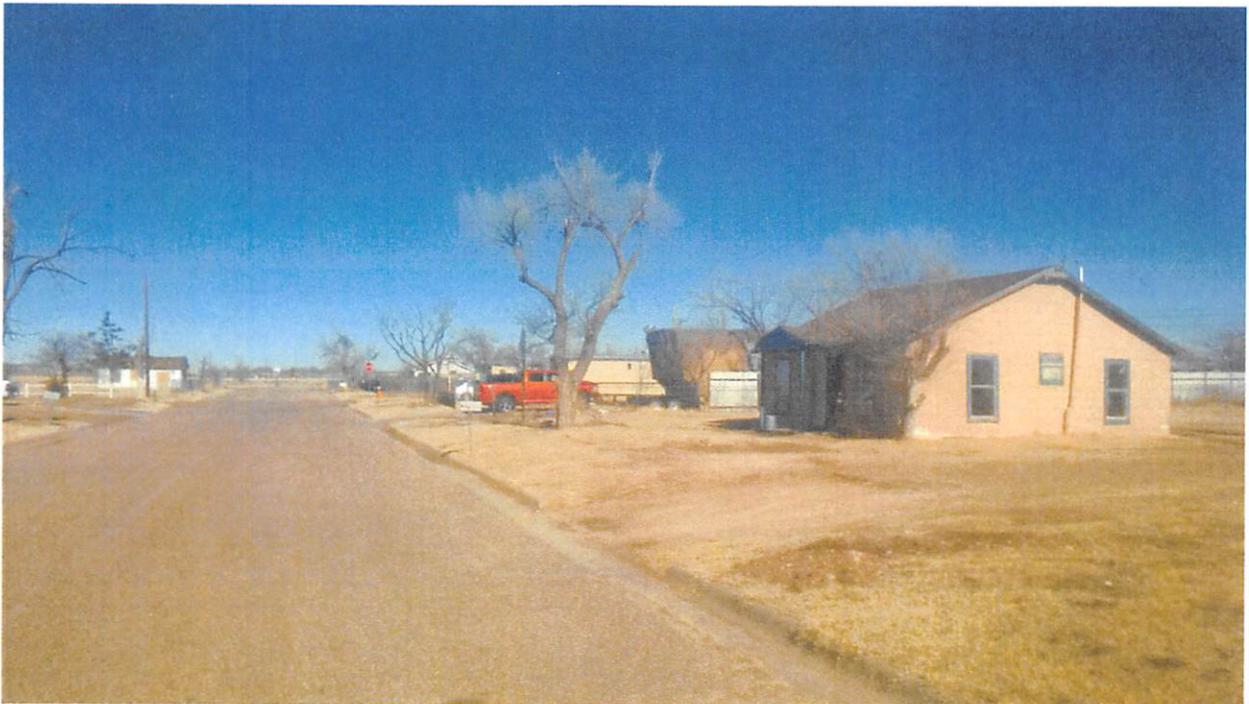
Applicant: Jaquelin Flores
Vicinity: SE 6th Ave & Dallas St

AP: Q-12

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



Looking east from South Dallas Street at the property for consideration.



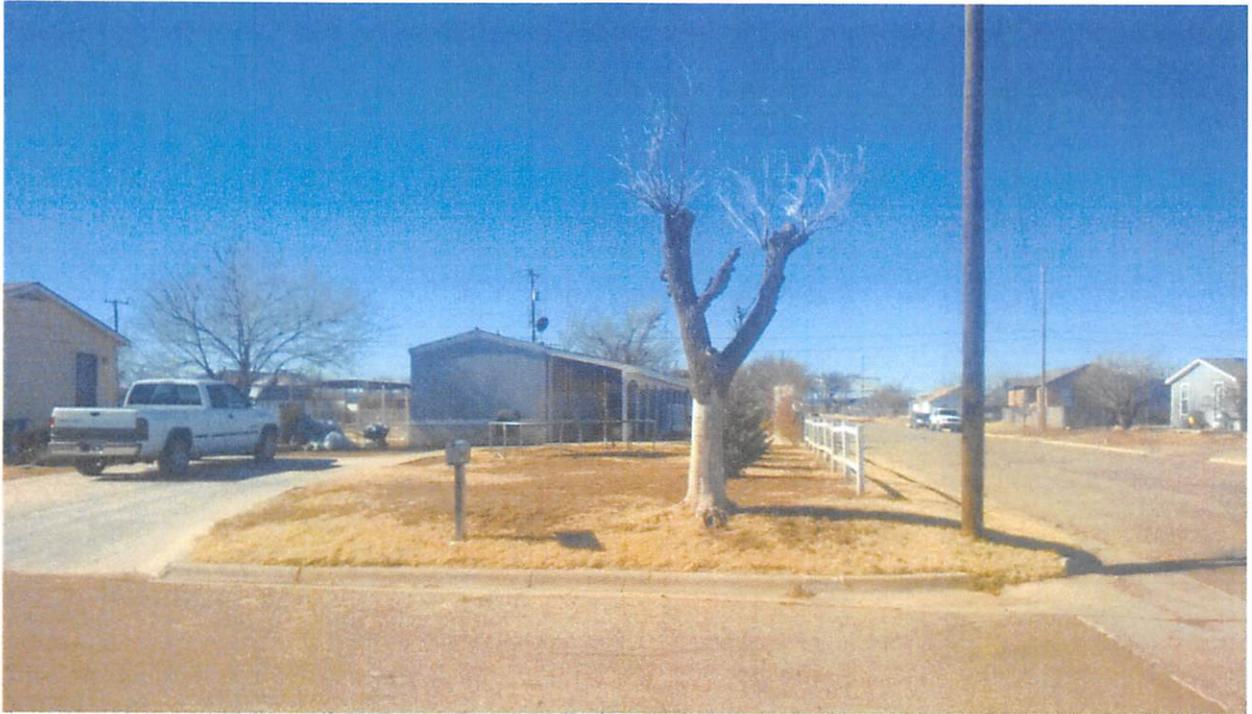
Looking north up South Dallas Street from the property for consideration.



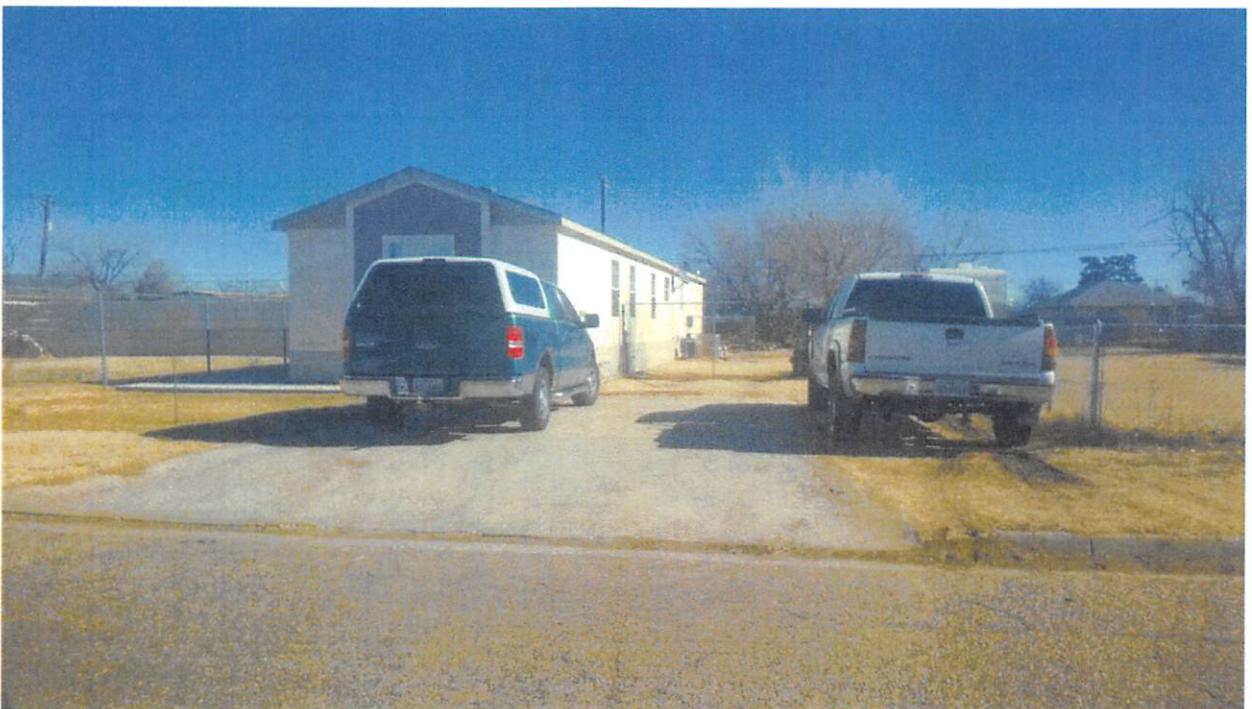
Looking west from South Dallas Street across from the property for consideration.



Looking south down South Dallas Street from the property of consideration (SUP-171 is in the background).



Located north of the property for consideration on South Dallas Street, SUP-161 (Approved 2011).



Located south of the property for consideration on South Dallas Street, SUP-171 (Approved 2013).



Located one street over east on South Spring Street from the property of consideration, SUP-179 (Approved in 2016).

Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 31, 2017	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

Vicinity: Interstate 40 & South Houston Street

Consideration and possible action on an ordinance rezoning of Lots 5-8, Block 494, Mirror Addition Unit No. 1, Section 155, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 (R-3) to Heavy Commercial District (HC).

Agenda Item Summary

The applicant is requesting the zoning of 0.3 acre tract of land, previously zoned Residential District 3 (R-3), to change to Heavy Commercial District (HC), in order to develop with commercial use in the future.

This tract of land is located directly adjacent to Interstate 40 and approximately 2 blocks east of the railroad station.

During the site visit, Planning Department staff noticed some of the following conditions in the area. North of this property, along Houston Street, are some residential uses, a school on the west side of Houston Street, and a park on the east side. Traffic through the streets within and alongside this neighborhood seemed to be at higher frequency and speed than typical residential streets. This could be from the close proximity to the interstate and Arthur Street, which is a collector road (Amarillo Urban Transportation Plan).

The 2014 City of Amarillo Zoning Ordinance also sets forth a concept for transitions between zoning districts to help ease any negative effects of having higher intensity uses next to lower intensity or residential uses. This concept is not supported by this zoning request as it would designate these lots for a commercial zoning adjacent to residential zoned lots; however, this concept is not currently followed in this area as there is not transition from the land already zoned HC to the land zoned R-3.

Also, this rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map which designates this area for a future "general commercial" land use. The Comprehensive Plan states characteristics of this use type are to be of an "auto-oriented character", which can be offset by things such as enhanced building design and landscaping. Heavy Commercial zoning next to an interstate or arterial road will require the site to meet the minimum landscaping requirements set forth in the 2014 Zoning Ordinance (4.10.248-255), further supporting the fit into a future "general commercial" land use. Heavy commercial character type is also listed under the "industrial" land use identified in the 2010 Comprehensive Plan; however, when we analyze what uses are permitted through the 2014 Zoning Ordinance in order to determine which of the two land use categories HC zoning would best fit, we notice that all but three industrial processes listed are not allowed in the HC zoning district; two of which are only allowed through the Specific Use Permit process.

Amarillo City Council

Agenda Transmittal Memo



Thus, the HC zoning district then, in this instance, displays greater affiliation with the “general commercial” land use.

Prior to the establishment of I-40 in this location, this property was zoned for dwelling uses. When the interstate was built, the zoning was not changed to reflect the changing conditions in the area. This rezoning request is consistent with the changing conditions in the area as the property is directly adjacent to the interstate.

In addition, the requested zoning would be a logical continuation of the zoning pattern established in this area as the properties to the west along the interstate and railroad are zoned HC.

Based on the above analysis, planning staff believes the requested rezoning seems appropriate.

Requested Action

Planning Staff and Planning & Zoning Commissioners have reviewed the associated rezoning and exhibit and recommend the City Council approve the item as submitted.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 10 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received one call regarding this request; however, the respondent did not want to leave a comment at this time.

The item was recommended for approval by 7:0 vote of the Planning and Zoning Commission at its January 23, 2017 public meeting.

City Manager Recommendation

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

ORDINANCE NO. 7452

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF INTERSTATE 40 AND SOUTH HOUSTON STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of Lots 5-8, Block 494, Mirror Addition Unit No. 1, Section 155, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 (R-3) to Heavy Commercial District (HC).

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

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

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

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

Paul Harpole, Mayor

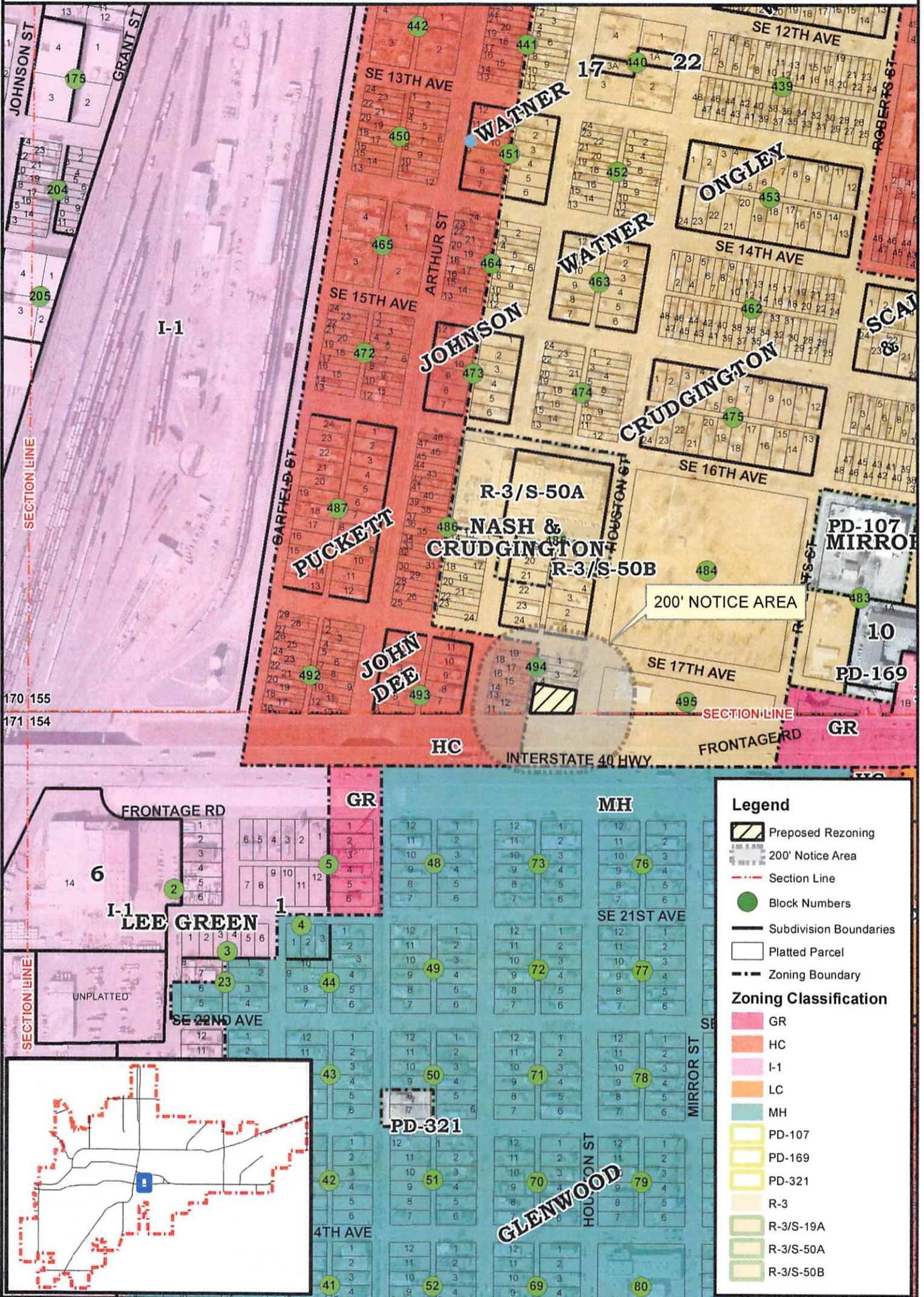
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

REZONING FROM R-3 TO HC



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'
Date: 1-12-17
Case No: Z-17-04



Z-17-04 Rezoning of Lots 5-8, Block 494, Mirror Addition Unit No. 1, Section 155, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 (R-3) to Heavy Commercial District (HC).

Applicant: Fred Salamy

Vicinity: IH 40 & S Houston St.

AP: O-12



Looking west from I-40 & Houston St. at subject property. Commercial use and sign on lot across alley.



Looking East from I-40 & Houston St. at church and access road.



Looking North from I-40 & Houston St. at R-3 houses (left) and a park (right).



Looking Southwest from I-40 & Houston St. at adjacent Interstate 40 and access road.

Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 31, 2017	Council Priority	N/A
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Department	Community Development
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Agenda Caption

RESOLUTION – SUPPORT OF CANYONS TC, L.L.C. APPLICATION FOR HOUSING TAX CREDIT:
This resolution is support for an application for affordable housing to the Texas Department of Housing and Community Affairs (TDHCA), Housing Tax Credit (HTC) program by Canyons TC, L.L.C., a private entity, for rehabilitation of the Canyons at 45 West apartments located at 4101 Southwest 45th Avenue.

Agenda Item Summary

The TDHCA administers the HTC program for the State of Texas. The HTC program provides equity financing for the development of affordable housing. In addition, the program seeks to maximize affordable housing and is structured to ensure the housing supply is well maintained and operated. HTC applications are competitive and are reviewed by TDHCA staff for compliance with the TDHCA's Governing Board making the final funding decision.

Requested Action

Request City Council approve the resolution supporting Canyons TC, L.L.C.'s application to the 2016 4% Competitive HTC program for the rehabilitation of the Canyons at 45 West apartments.

Funding Summary

N/A

Community Engagement Summary

Increasing the availability of affordable housing aligns with the City of Amarillo's efforts to serve the needs of our community as identified in the 2015-2019 Comprehensive Plan.

Staff Recommendation

Staff recommends City Council approve the attached resolution supporting Canyons TC, L.L.C.'s application to the HTC program.

1/25/17

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF AMARILLO, TEXAS,
DECLARING SUPPORT FOR CANYONS TC, LLC, A
DEVELOPMENT FOR AFFORDABLE RENTAL
PROPERTY LOCATED AT 4101 SW 45TH AVENUE;
AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Canyons TC, LLC has proposed a development for affordable rental located at 4101 SW 45TH AVENUE named Canyons at 45 West in the City of Amarillo; and

WHEREAS, Canyons TC, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2016 Competitive 4% Housing Tax Credits for Canyons at 45 West;

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

SECTION 1. That the City of Amarillo, acting through its City Council, hereby confirms that it supports the proposed Canyons at 45 West, TDHCA #16456, located at 4101 SW 45th Avenue and that this formal action has been taken to put on record the opinion expressed by the City; and

SECTION 2. On behalf of the City Council, the Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs; and

SECTION 3. This Resolution shall become effective upon its adoption.

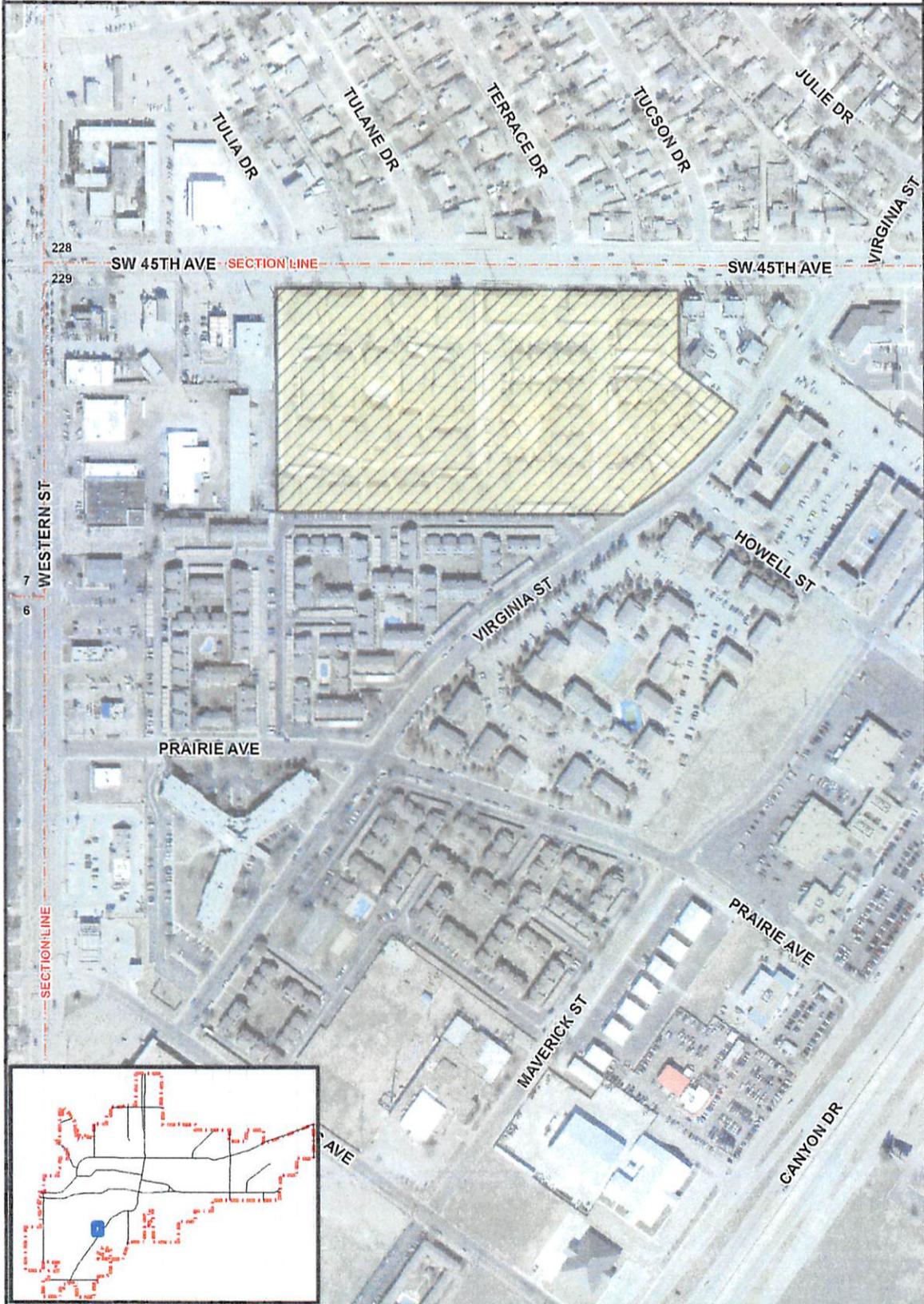
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas on the ____ day of _____ 2017.

By: _____
Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

CANYONS TC, LLC



**CITY OF AMARILLO
COMMUNITY DEVELOPMENT**

**Canyons TC, LLC
4% Housing Tax Credit Project**

Scale: 1" = 300'
Date: 1-25-17



AP: L-15

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

Amarillo City Council Agenda Transmittal Memo



4

Meeting Date	January 31, 2017	Council Priority	N/A
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Department	Community Development
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Agenda Caption

RESOLUTION – SUPPORT OF SH AMARILLO BOULEVARD, LP APPLICATION FOR HOUSING TAX CREDIT:
This resolution is support for an application for affordable housing to the Texas Department of Housing and Community Affairs (TDHCA), Housing Tax Credit (HTC) program by SH Amarillo Boulevard, LP, a private entity, for development of affordable rental located at +/- 2.96 acres near the southeast corner of Amarillo Boulevard and Gem Lake Road in the City of Amarillo.

Agenda Item Summary

The TDHCA administers the HTC program for the State of Texas. The HTC program provides equity financing for the development of affordable housing. In addition, the program seeks to maximize affordable housing and is structured to ensure the housing supply is well maintained and operated. HTC applications are competitive and are reviewed by TDHCA staff for compliance with the TDHCA's Governing Board making the final funding decision.

Requested Action

Request City Council approve the resolution supporting SH Amarillo Boulevard, LP's application to the 2016 Competitive 9% HTC program for the development of affordable rental located at +/- 2.96 acres near the southeast corner of Amarillo Boulevard and Gem Lake Road in the City of Amarillo.

Funding Summary

N/A

Community Engagement Summary

Increasing the availability of affordable housing aligns with the City of Amarillo's efforts to serve the needs of our community as identified in the 2015-2019 Comprehensive Plan.

Staff Recommendation

Staff recommends City Council approve the attached resolution supporting SH Amarillo Boulevard, LP's application to the HTC program.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF AMARILLO, TEXAS, DECLARING SUPPORT FOR SH AMARILLO BOULEVARD, LP, A DEVELOPMENT FOR AFFORDABLE RENTAL PROPERTY LOCATED AT +/- 2.96 ACRES NEAR THE SOUTHEAST CORNER OF AMARILLO BOULEVARD AND GEM LAKE ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, SH Amarillo Boulevard, LP has proposed a development for affordable rental located at +/- 2.96 acres near the southeast corner of Amarillo Boulevard and Gem Lake Road in the City of Amarillo; and

WHEREAS, SH Amarillo Boulevard, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2016 Competitive 9% Housing Tax Credits for Marabella;

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

SECTION 1. That the City of Amarillo, acting through its City Council, hereby confirms that it supports the proposed Marabella, TDHCA # 17307, located at +/- 2.96 acres near the southeast corner of Amarillo Boulevard and Gem Lake Road and that this formal action has been taken to put on record the opinion expressed by the City; and

SECTION 2. On behalf of the City Council, the Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs; and

SECTION 3. This Resolution shall become effective upon its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas on the ____ day of _____ 2017.

By: _____
Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary



Plum Creek Dr
Tascosa Rd

to Market Road 1061

Palomino St

Gem Lake Rd

Optional Site 2

403

Optional Site 1

40

Edgewater Dr

Healy Ct

Mark Davis Dr

Gunn Ct

Craig Dr

Medical

Sunray Dr

Bell St
Historic U.S. 66

SW 9th Ave

279

Amarillo City Council Agenda Transmittal Memo



7

Meeting Date	January 31, 2017	Council Priority	N/A
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Department	Community Development
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Agenda Caption

RESOLUTION – SUPPORT OF SH AMARILLO GEM LAKE, LP APPLICATION FOR HOUSING TAX CREDIT:
This resolution is support for an application for affordable housing to the Texas Department of Housing and Community Affairs (TDHCA), Housing Tax Credit (HTC) program by SH Amarillo Gem Lake, LP, a private entity, for development of affordable rental located at +/- 2.00 acres near the southeast corner of Amarillo Boulevard and Gem Lake Road named Residences at Gem Lake in the City of Amarillo.

Agenda Item Summary

The TDHCA administers the HTC program for the State of Texas. The HTC program provides equity financing for the development of affordable housing. In addition, the program seeks to maximize affordable housing and is structured to ensure the housing supply is well maintained and operated. HTC applications are competitive and are reviewed by TDHCA staff for compliance with the TDHCA's Governing Board making the final funding decision.

Requested Action

Request City Council approve the resolution supporting SH Amarillo Gem Lake, LP's application to the 2016 Competitive 9% HTC program for the development of affordable rental located at +/- 2.00 acres near the southeast corner of Amarillo Boulevard and Gem Lake Road named Residences at Gem Lake in the City of Amarillo.

Funding Summary

N/A

Community Engagement Summary

Increasing the availability of affordable housing aligns with the City of Amarillo's efforts to serve the needs of our community as identified in the 2015-2019 Comprehensive Plan.

Staff Recommendation

Staff recommends City Council approve the attached resolution supporting SH Amarillo Gem Lake, LP's application to the HTC program.

1/25/17

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF AMARILLO, TEXAS, DECLARING SUPPORT FOR SH AMARILLO GEM LAKE, LP, A DEVELOPMENT FOR AFFORDABLE RENTAL PROPERTY LOCATED AT +/-2.00 ACRES NEAR THE SOUTHEAST CORNER OF AMARILLO BOULEVARD AND GEM LAKE ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS , SH Amarillo Gem Lake, LP has proposed a development for affordable rental located at +/- 2.00 acres near the southeast corner of Amarillo Boulevard and Gem Lake Road named Residences at Gem Lake in the City of Amarillo; and

WHEREAS , SH Amarillo Gem Lake, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2016 Competitive 9% Housing Tax Credits for Residences at Gem Lake;

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

SECTION 1. That the City of Amarillo, acting through its City Council, hereby confirms that it supports the proposed Residences at Gem Lake, TDHCA #17306, located at +/- 2.00 acres near the southeast corner of Amarillo Boulevard and Gem Lake Road and that this formal action has been taken to put on record the opinion expressed by the City; and

SECTION 2. On behalf of the City Council, the Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs; and

SECTION 3. This Resolution shall become effective upon its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas on the _____ day of _____ 2017.

By: _____
Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 31, 2017	Council Priority	
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Department	City Secretary
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Agenda Caption
Resolution – Calling Municipal Election

Agenda Item Summary
This resolution calls the regular municipal election to be held on May 6, 2017. The election will be for the offices of Mayor, Councilmember Place 1, Councilmember Place 2, Councilmember Place 3, and Councilmember Place 4.

Requested Action
Requesting Council to call May 6, 2017 Municipal Election for Mayor and Councilmembers.

Funding Summary
N/A

Community Engagement Summary
N/A

Staff Recommendation
Staff recommends Council to approve resolution calling the Municipal Election.

RESOLUTION NO. 01-31-17-_____

A RESOLUTION OF THE AMARILLO CITY COUNCIL: ORDERING THE REGULAR MUNICIPAL ELECTION OF THE CITY OF AMARILLO, TEXAS TO BE CONDUCTED ON MAY 6, 2017 IN THE CITY OF AMARILLO, TEXAS; AS A JOINT ELECTION WITH ONE OR MORE OTHER ENTITIES; DESIGNATING POLLING PLACES AND VOTE CENTERS; DESIGNATING JUNE 10, 2017 AS THE RUN-OFF ELECTION DATE; AND PROVIDING FOR THE CONDUCT OF SUCH ELECTION, EARLY VOTING, PAYMENT OF ELECTION EXPENSES, PROVIDING FOR OTHER ADMINISTRATIVE CLAUSES.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AMARILLO, TEXAS:

SECTION 1. Order Regular City Election. A regular municipal election for the offices of Mayor, Councilmember Place No. One, Councilmember Place No. Two, Councilmember Place No. Three and Councilmember Place No. Four shall be held on Saturday, May 6, 2017. The polls for said election shall be open from 7:00 a.m. until 7:00 p.m.

SECTION 2. Applications. Filing applications for a place on the ballot shall occur between January 18, 2017 and February 17, 2017. The City Secretary shall receive applications for places on the ballot.

SECTION 3. Combined Elections. That a combined or joint election shall be conducted with the City of Amarillo, the Amarillo Independent School District, and such other entity(ies) in Potter or Randall counties as may conduct an election on May 6, pursuant to the terms and conditions of an intergovernmental cooperation agreement which is incorporated herein by this reference, and the City Manager is authorized to execute and perform said agreements.

SECTION 4. Contract. The City of Amarillo shall contract with the respective election officers of Potter County and Randall County to conduct early voting, give notice of the election, prepare the official ballot, appoint election officials and persons to work in the Central Counting Station for ballots cast in the City election within each respective county. Melynn Huntley, Potter County Elections Administrator, 900 South Polk, Suite 320, (806) 379-2299, elections@co.potter.tx.us; Shannon Lackey, Randall County Elections Administrator, 1604 5th Avenue, Canyon, (806) 468-5539, elections@randallcounty.org, respectively

SECTION 5. Voting Places. Said election shall be held in each of the counties using vote centers as shown in Exhibit A and B. Moreover, because the City will contract with the

respective counties for the conduct of the City's election, the City Council hereby accepts and approves of any and all changes made by either County to the below stated polling places or vote centers, subsequent to the passage of this Resolution, to the extent that such change(s) by a County is lawful and timely authorized in the manner provided by the Texas Election Code.

SECTION 6. Ballots. Paper ballots shall be used for early voting by mail and an optical scan voting technology shall be used for early voting by personal appearance. An Early Voting Ballot Board shall be appointed by each county to count and sort the early votes. Electronic counting devices may be used for voting and counting of said election. If a contracting County is capable and desires to use an electronic or optical scan ballot for mail ballots and/or early voting by personal appearance then the use of such is also authorized as acceptable for the City election.

SECTION 7. Early voting. Early voting shall be conducted using vote centers as shown in Exhibit B on weekdays beginning Monday, April 24, 2017 through April 28, 2017 between the hours of 8:00 a.m. and 5:00 p.m., and Monday, May 1, 2017 through Tuesday, May 2, 2017 between the hours of 7:00 a.m. and 7:00 p.m. Moreover, because the City will contract with the respective counties for the conduct of the City's election, the City Council hereby accepts and approves the use of any branch Early Voting place at a vote center if a county chooses to operate such for purposes of Early Voting in the joint election it conducts that includes the City election, to the extent that such is lawfully and timely authorized and noticed by the County.

SECTION 8. Counting Stations. (a) For the City votes cast within the Randall County portion of the City, the Randall County Offices at 1604 5th Avenue, Canyon, Texas, is hereby established as the Central County Station to receive and tabulate all voted ballots for said election and officials of the Central Counting Station shall be appointed by separate order. (b) For the votes cast within the Potter County portion of the City, the Potter County Offices at 900 South Polk Street, Amarillo, Texas, is hereby established as the Central County Station to receive and tabulate all voted ballots for said election and officials of the Central Counting Station shall be appointed by separate order. (c) In the event the City contracts with both Potter and Randall Counties to conduct the City election, then the Amarillo City Secretary's Office at City Municipal Building, 509 Southeast 7th Avenue, Room 303, Amarillo, Texas is hereby established as the City's Central County Station which shall receive the result from each of the County Central Counting Stations and tabulate the cumulative results of the City election. (d) In the event the City contracts with only one county to conduct the entire City election, then the Central County Station identified for that county, above, and the personnel appointment as provided above, shall serve as the Central Counting Station for all ballots cast across the City.

SECTION 9. Run-Off Election. Should a run-off election be required between candidates for any City office, a run-off election will be conducted June 10, 2017 in the same locations, hours, and manner as specified herein for Early Voting.

SECTION 10. Expenses Authorized. That the City Secretary and City Manager are expressly authorized to: obtain election supplies; pay election officials; contract with some or all election duties and services from Potter and Randall counties (including conduct of a joint election), in accordance with the adopted budget, applicable law, and an interlocal cooperation agreement, and to timely pay such reasonable and necessary expenses incurred in conducting the regular municipal election ordered herein.

SECTION 11. Construction. In the event of a conflict between the terms of this Resolution and any interlocal cooperation agreement executed to implement the directives and intent of this Resolution, then the terms of the interlocal agreement shall prevail.

SECTION 12. Severance. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this Resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 13. Effective Date and Publishing. This Resolution shall be effective upon adoption. The City Secretary shall publish timely notice of this election as provided in Texas Election Code, section 4.003.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this ____ day of January 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

EXHIBIT A – ELECTION DAY POLLING LOCATIONS

POTTER COUNTY

Amarillo Auto Supply and Off Road
3601 E. Amarillo Blvd.

Bell Ave. Church of Christ
1600 Bell St.

Buzula Furniture Outlet
716 W I-40

Chaparral Hills Church
4000 W. Cherry

Coffee Memorial Blood Center
7500 Wallace Blvd.

First Baptist Church, Bushland
1800 FM 2381, Bushland

Grace Community Church
4111 Plains Blvd.

Highland Park ISD Admin. Bldg.
15300 E. Amarillo Blvd.

Hillside Christian Church, NW
600 Tascosa Road

Kids, Inc.
2201 SE 27th Avenue

Lighthouse Baptist Church
5631 Pavillard

Pride Home Center
3503 NE 24th Avenue

Second Baptist Church
419 N. Buchanan

United Citizens Forum
901 N. Hayden

Valle de Oro Fire Station
23801 FM 1061, Valle de Oro

Wesley Community Center
1615 S. Roberts

RANDALL COUNTY

The Cowboy Church
8827 S. Washington

Comanche Trail Church of Christ
2700 E. 34th

Randall County Justice Center
2309 Russell Long Blvd. (Canyon)

Southwest Church of Christ
4515 Cornell

Redeemer Christian Church
3701 S. Soney

Region 16 Education Center
5800 Bell Street

Randall County Fire Department #2
9451 FM 2186

Arden Road Baptist
6701 Arden Road

Central Baptist Church
1601 SW 58th

Paramount Baptist church
4100 Kristee

Oasis Southwest Baptist Church
8201 Canyon Drive

Randall County Annex
4111 S. Georgia

The Summit
2008 12th Avenue (Canyon)

Coulter Road Baptist Church
4108 S. Coulter

EXHIBIT B - POLLING HOURS AND LOCATIONS FOR EARLY VOTING

POTTER COUNTY

MAIN EARLY VOTING:

Santa Fe Building, Ticket office
900 S. Polk
Judge: Brenda Johnson
Alternate Judge: Dale Meixner

Casey Carpet One
3500 I-40 W Frontage Rd.
Judge: Pablo Reyes
Alternate Judge: Joy Parsons

United Amigos
3300 E I-40
Judge: Benita Guerrero
Alternate Judge: Lo Davis

Coffee Memorial Blood Center
7500 Wallace Blvd.
Judge: Ray Humphrey
Alternate Judge: Carolyn Kidd

Cornerstone Outreach
1111 N. Buchanan
Judge: Linn Turner
Alternate Judge: Gwen Gabel

Hours for voting at Santa Fe Building:
Mon – Fri., Apr. 24-28 8:00 a.m. – 5:00 p.m.
Mon. – Tues., May 1-2 7:00 a.m. – 7:00 p.m.

RANDALL COUNTY

Randall County Election Administration Office**
1604 5th Ave
Canyon, TX 79015

April 24, 2017 – April 28, 2017 (Monday-Friday) 8 am - 5 pm
May 1 & May 2, 2017 (Monday & Tuesday) 7 am - 7 pm

Randall County Annex
4111 S. Georgia
Amarillo, TX 79110

April 24, 2017 – April 28, 2017 (Monday-Friday) 8 am - 5 pm
May 1 & May 2, 2017 (Monday & Tuesday) 7 am - 7 pm

Randall County Justice Center
2309 Russell Long Blvd
Canyon TX, 79015

April 24, 2017 – April 28, 2017 (Monday-Friday) 8 am - 5 pm
May 1 & May 2, 2017 (Monday & Tuesday) 7 am - 7 pm

****Main Early Voting Location**

**BOARDS AND COMMISSONS – VACANCIES**

Advisory Committee for People with Disabilities (3-year terms)
 04/29/2008 Jim Mitchell 03/01/2017 (resigned)

Amarillo Economic Development Corporation (3-year terms)
 12/21/2010 Ginger Nelson 03/31/2018 (resigned)

Amarillo Hospital District (2-year terms)
 10/09/2012 Smith Ellis 10/01/2016
 10/09/2012 Mark Logsdon 10/01/2016
 11/23/2010 Chuck Speed 10/01/2016

Amarillo MPO Policy Committee (3-year terms)
 11/04/2015 Terry Childers 01/01/2017

Amarillo-Potter Events Venue District (2-year terms)
 10/01/2001 Tom Bivins 10/01/2016
 10/01/2004 Dean Roper 10/01/2016

Animal Management & Welfare (3-year terms)
 01/05/2016 Andrea Slater Gulley 01/06/2019 (resigned)

Board of Review – Landmarks & Historic District (3-year terms)
 06/11/2014 Linda Pitner 05/21/2017 (resigned)

Community Development Advisory Committee (2-year terms)
 05/12/2015 Gilbert Guzman 12/31/2016 (NW)
 02/01/2005 Glenda Grisham 12/31/2016 (NW)
 02/13/2007 Rita Saldierna 12/31/2016 (NE)
 12/20/2011 Sabrina Sisneros 12/31/2016 (SE)
 10/16/2012 Lo Van Pham 12/31/2016 (SW)

Construction Advisory and Appeals Board (3-year terms)
 10/22/2013 Jeff Bryant 12/31/2016 (Contractor)
 02/10/2015 Richard Castancio 12/31/2016 (Construction)
 11/01/2011 Frank Wilburn 12/31/2016 (Plumbing)

Emergency Care Advisory Board (3-year terms)
 10/01/2013 Stephen Neuman 04/21/2018 (resigned)
 04/21/2010 Brian Eades 04/21/2019 (resigned)
 05/05/2015 Rahman Rakshanda 04/21/2016

Library Advisory Board (3-year terms)
 09/07/2010 Maury Roman-Jordan 07/19/2016

Quail Creek Public Improvement District Advisory Board (3-year terms)
 07/31/2010 Kris Culp 09/01/2016

Traffic Advisory Board (3-year terms)
 11/27/2012 Walt Kelley 11/26/2018 (resigned)

21st Century Senior Services Development Advisory Board

01/20/2017

Amarillo City Council Agenda Transmittal Memo



A

Meeting Date	1/31/2017	Council Priority	Infrastructure Initiative
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Department	Fleet Services
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Agenda Caption

Purchase – Heavy Trucks:
Award to low bidders meeting specifications as follows:

Summit Truck Center 119856 – Lines 1,2,3,5,6,9	\$611,444.00
Premier Truck Group 445261 – Line 4,8	\$978,518.00
Bruckner Truck Sales, Inc. 458789 – Line 7	\$222,838.00
Associated Supply Co. 116139 – Line 10	\$49,975.00
Total Award	\$1,862,775.00

This item is the scheduled replacement of heavy trucks, and trailers that have reached or exceeded usable life and additional equipment approved in the 2016-2017 budget.
Funding for this award is available in the approved FY 2016-2017 Fleet Services Rolling Stock Budget.

Agenda Item Summary

Scheduled replacement and budget approved departmental additions to Fleet of Heavy Trucks used by various departments thru-out the City of Amarillo. Proposed award includes 6yd Dump Truck, 12yd Dump Truck, Residential Sideloader Refuse Trucks, Commercial Frontload Refuse Truck, Fifth Wheel Tractor, Refuse Trailer, and Aerial Tree Trimming Truck that will be used by Solid Waste Collection, Solid Waste Disposal, Street, and Park Maintenance. Recommended award to Summit Truck Group, Premier Truck Group, Associated Supply Co. and Bruckners Truck Sales.

Requested Action

Approval.

Funding Summary

Fleet Services Auto Rolling Stock , account 61120.84100 request total award \$1,862,775.00
Beginning funding \$4,680,100.00 remaining account balance \$428,554.00

Community Engagement Summary

Local vendors were solicited for bid proposals.

City Manager Recommendation

City Staff recommends approval.

Line # 1



Line # 2



Line # 3



Line # 4



Line # 5



Line #6



Line #7





Line# 9



Line # 10



Amarillo City Council Agenda Transmittal Memo



B

Meeting Date	January 31, 2017	Council Priority	
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Department	Capital Projects and Development Engineering
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Agenda Caption
Approval of the Water Tower Lease Agreement between AMA Communications, LLC and the City of Amarillo.

Agenda Item Summary
Approval of the Water Tower Lease Agreement –This is a lease renewal between AMA Communications, LLC and the City of Amarillo. The lease site is located at SW 58th and Western Street (also known as the 58th Water Tower). The initial term shall be for five (5) years and shall commence on the Commencement Date (when approved by City Council). Rental payments shall commence and be due at a total annual rental of \$14,500.00 to be paid in equal monthly installments on the first day of the month, in advance. Upon extension of the Commencement Date during the initial term and any extension of the initial term, rental shall increase by three percent (3%) per annum. The Agreement shall automatically be extended for two (2) additional five (5) year terms unless AMA Communications terminates the Agreement.

Requested Action
Consider and approve the Water Tower Lease Agreement.

Funding Summary
No state or federal funds are involved.

Community Engagement Summary
N/A

Staff Recommendation
City Staff is recommending approval.

WATER TOWER LEASE AGREEMENT

This Agreement, made this 17th day of January, 2017, between the City of Amarillo, with its principal offices at 509 SE 7th Avenue, Amarillo, Texas 79105, hereinafter designated LESSOR and AMA Communications, LLC with its principal offices at 5550 77 Center Drive, Suite 220, Charlotte, North Carolina 28217 (telephone number 704-887-1341), and hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at SW 58th and Western Street., Parcel R-200-2290-5000-0, Amarillo Texas on the Tax Map of the City of Amarillo in Section 229, Block 2, AB&M Survey, Randall County, Texas and being further described in the Official Public Records of Randall County, Volume 236, Page 88 (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right, subject to providing advance notice to LESSOR for ingress and egress, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space and Land Space are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE shall endeavor to provide safety training (or verify that such has been provided) to LESSOR's employees, consultants and contractors that may come into contact with LESSEE's equipment, antennas and appurtenances as a result of their duties regarding the water tower.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower. LESSEE shall limit the installation to a maximum of twelve (12) antennas.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \$14,500.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until ninety (90) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

Upon each anniversary of the Commencement Date during the initial term and any extensions of the initial term, rental shall be increased by three percent (3%) per annum.

b. LESSOR recognizes that Section 3.a. of this Agreement governs the Commencement Date and that this Section 3.b. of this Agreement does not impact whether or not LESSEE chooses to commence the Term.

c. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement including without limitation, a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 22.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation

to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

The Parties agree and acknowledge that LESSEE shall be responsible for rental payments due under this Agreement commencing on the Commencement Date and for each year thereafter throughout the Term of this Agreement (except as otherwise provided herein), but LESSEE will be unable to process any rental payment until the Rental Documentation has been supplied to LESSEE as provided herein.

d. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at (*AMA Communications, LLC. 7201 I-40 West, Suite 200, Amarillo, TX 79106 Tel: 806-242-3587 email: rgillmore@amatechtel.com.*). LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for two (2) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or

partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. Subject to the terms of this Agreement, LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the receipt of such notice by LESSOR, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. INDEMNIFICATION. Subject to Paragraph 8 below, LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

8. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 7, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost:

i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence;

ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than \$1,000,000 per occurrence; and

iii. Workers Compensation insurance providing the statutory benefits and not less than \$1,000,000 of Employers Liability coverage.

LESSEE will include LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies. Worker's Compensation insurance shall include a Waiver of Subrogation in favor of LESSOR

c. INTENTIONALLY DELETED.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraph 7, and for damages to the Tower neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, upon the expiration of the initial five (5) year term, and provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE and LESSOR shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that nine (9) months prior notice is given to the other Party. Additionally, LESSEE shall have the right to terminate this Agreement at any time during the initial five (5) year term

or subsequent renewal terms, without cause, provided, however, that LESSEE gives 180 days written notice to LESSOR.

11. ACCESS TO TOWER. LESSOR agrees that LESSEE, subject to providing prior notice to LESSOR, shall have free access to the Tower during normal business hours for the purpose of installing and maintaining the said equipment; provided however, that no such prior notice to LESSOR shall be required in the event of an emergency. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises.

12. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers, if applicable.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) (maximum of 12), on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

LESSEE will endeavor to provide all training (or verify that such has been provided) to LESSOR's employees, agents, and consultants regarding LESSEE's equipment, conduits, etc., in respect to safety.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same. Structural analysis report shall be completed by LESSEE and approved by LESSOR (such approval not to be unreasonably withheld, conditioned, or delayed) prior to equipment installation and shall include all existing equipment on structure when analyzing. Such structural analysis shall be complete by a Texas structural engineer and verify support is sufficient for additional antennas.

Upon request of the LESSOR, LESSEE agrees, at LESSEE's expense, to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring

LESSEE to relocate;

- c. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in coordination with LESSOR, to place a temporary installation on the Property during any such relocation; and
- d. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location.

13. **INTERFERENCE.** LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. **REMOVAL AT END OF TERM.** LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. LESSEE further agrees to provide, at no expense to LESSOR, the necessary equipment and personnel to assist LESSOR in doing a final inspection of the Tower Space upon final removal of all of LESSEE's personal property.

15. **HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE

holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall be released from its obligations to LESSEE under this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Texas with venue in Potter County, Texas.

21. **ASSIGNMENT.** This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

22. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Amarillo
Attn: CC Sysombath
P.O. Box 1971
Amarillo, TX 79105
(806) 378-9394 – Fax
(806) 378-9475 – Phone

LESSEE: AMA Communications, LLC.
5550 77 Center Drive, Suite 220
Charlotte, NC 28217
704-887-1341 - Phone
866-882-4207 - Fax
jpadgett@amatechtel.com

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. **SUCCESSORS.** This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

24. **RECORDING.** LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

25. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

26. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE.

27. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises and LESSOR decides not to repair the damage or the damage cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

28. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

29. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

30. APPLICABLE LAWS. LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

31. SURVIVAL. The provisions of the Agreement relating to indemnification from LESSEE to LESSOR shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

32. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

33. ADVERTISING AND SIGNAGE ON LEASED PREMISES. LESSEE shall not have the right to install or operate any advertising signs representing its business on the Premises.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Amarillo, Texas

By: _____

Bob Cowell

Its: Deputy City Manager

Date: _____

LESSEE:

AMA Communications, LLC.

By:  _____

John Padgett

Its: Executive Vice President

Date: 4/17/17

Exhibit "A"

(Sketch of Premises within Property)

Exhibit "B"

LESSEE will install equipment on the water tower located on Property Latitude 35-09-00/
Longitude 101-53-27.

LESSEE is authorized to install and maintain the following equipment:

Antennas: 8

Number of transmission lines: 28

Misc. Equipment: Morgan Building for Equipment Housing

Equipment Platform: N/A

Generator: N/A

Exhibit "C"

(To be added later)



Lot 6A
Blk 18

Lot 2A
Blk 1

Lot 1
Blk 1

S. 229
BL. 2
AB&M

Lot 1A
Blk 1

58th Water Tower

Lot 9A
Blk 1

RANDALL COUNTY

Lot 8A
Blk 1

Lot 6A
Blk 1

Lot 7A
Blk 1

S. 230
BL. 2
AB&M

Lot 5A
Blk 1

Lot 4A
Blk 1

Lot 4B
Blk 1

Lot 3A
Blk 1

Lot 1B
Blk 1

Lot 2
Blk 1

Lot 48
Blk 1

Lot 25
Blk 10

Lot 11
Blk 10

Lot 10
Blk 10

Lot 9
Blk 10

Lot 8
Blk 10

Lot 4
Blk 10

Lot 5
Blk 10

Lot 6
Blk 10

(FRONTAGE ROAD)

(ACCESS RAMP)

(FRONTAGE ROAD)

CANYON DR (H 27)

CANYON DR (H 27)

S WESTERN ST

(EXIT RAMP)

SW 58TH AVE

SW 53RD AVE

S 6
BL. 9
BS&F

50'

50'

60'

60'

60'

Amarillo City Council Agenda Transmittal Memo



C

Meeting Date	January 31, 2017	Council Priority	
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Department	City Manager
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Agenda Caption

Consent Agenda: Approval - Authorize two year extension of ambulance service permit granted to American Medical Response, Inc. (AMR)

Agenda Item Summary

This item extends for two years the ambulance permit granted to AMR to operate an ambulance service within the corporate limits of Amarillo beginning January 1, 2018 and expiring two years from date of commencement.

Requested Action

Approval of two year ambulance permit extension with the following changes:

- Elimination of the Emergency Care Advisory Board,
- Change AECC 'payment in support' negotiation deadline to 60 days prior to permit anniversary date, and
- Failing agreement by the 60th day, AMR agrees to pay previous year's rate plus or minus CPI

Funding Summary

NA

Community Engagement Summary

Presentation and discussion during work session January 17, 2017

Staff Recommendation

Approval

Amarillo City Council Agenda Transmittal Memo



D

Meeting Date	January 31, 2017	Council Priority	
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Department	City Manager
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Agenda Caption

Consent Agenda: Approval – American Medical Response extraordinary rate increase of 2.935%

Agenda Item Summary

This item approves a new rate schedule for the ambulance service provider permit. The extraordinary increase only applies to transport rates and is intended to cover AMR's portion of increased operating costs at the Amarillo Emergency Communications Center. All other rates will be increased in accordance with the permit, based on consumer price index.

Requested Action

Approval

Funding Summary

NA

Community Engagement Summary

Presentation and discussion during work session January 17, 2017

Staff Recommendation

Approval

TO: AMARILLO CITY COUNCIL
FROM: BLAIR SNOW, MANAGEMENT ANALYST
SUBJECT: AMBULANCE PERMIT
DATE: JANUARY 26, 2017
CC: JEFF GREENLEE, FIRE CHIEF

An ambulance permit was granted to American Medical Response (AMR) on January 1, 2010 with an eight year term. City staff recommends a two year extension of that permit beginning on January 1, 2018, with a few minor changes to the permit language.

Staff is recommending that the permit be changed to eliminate the Emergency Care Advisory Board (ECAB), reduce the negotiation for payment of services at the Amarillo Emergency Communication Center (AECC) to 60 days prior to January 1, and to include the provision that by failing the agreement by the 60th day prior to January 1, AMR agrees to pay the previous year's rate plus or minus the consumer price index.

The current members of the ECAB have been contacted. Of those that responded, all were in agreement that the ECAB no longer serves a purpose. This is due, in large part, to the fact that specific pre-hospital care cases cannot be discussed in public meetings making it difficult for them to make recommendations to the Medical Director. It is also difficult to achieve a quorum for this board. To ensure continued permit compliance, Council has asked to receive the response time reports for AMR quarterly. The 2016 fourth quarter reports are attached.

Additionally, AMR has requested an extraordinary rate increase to cover the increased cost of the AECC. That item is also on the agenda for your approval. Please find the requested rate schedule attached as well.

Attachments:

1. Revised ambulance permit
2. Response time reports for the fourth quarter 2016
3. Requested rate schedule

ADDENDUM TO AMBULANCE SERVICE PERMIT

THIS ADDENDUM TO AMBULANCE SERVICE PERMIT ISSUED BY THE CITY OF AMARILLO TO AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC. (collectively with the Permit issued by the City "Permit"), is made and entered into this the 1st day of January, 2010 or such later date as the Permit is actually issued, ("Commencement Date") by and between the City of Amarillo, acting by and through its City Commissioners, hereinafter referred to as "City," and American Medical Response Ambulance Service, Inc., d/b/a Amarillo Medical Services, hereinafter referred to as "Agency". This Permit shall serve as the agreement between the parties for the services provided herein.

WITNESSETH:

WHEREAS, the regulation of ambulances established by the Code of the City, this Permit and other relevant laws has been made in the exercise of the sound discretion of the City;

WHEREAS, the City has the authority and power to grant exclusivity under applicable laws and the City finds that exclusivity is necessary for the purpose of promoting the health, safety and general welfare of the community;

WHEREAS, this Permit is necessary in order to provide more effective system performance;

WHEREAS, the goal of this ambulance system is to provide most efficient design to achieve the goals of high quality service at the lowest cost to citizens;

WHEREAS, Agency is a qualified provider of ambulance services and has the capability to meet or exceed City specifications, standards and requirements; and

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the parties hereby incorporate the above recitals and agree as follows:

1) **Permit Term.** The term of this Permit shall be for an eight (8) year period beginning on the Commencement Date. The Permit may be renewed thereafter with the mutual consent of the parties for not more than two (2) extensions of two (2) years each.

2) **Definitions & Scope of Services for the System.**

a) **Exclusive Services Within the Service Area.** Subject to the exceptions defined in Section 2.b) below, the City hereby grants Agency the exclusive right as the sole provider to provide: all emergency ground ambulance services ("EMS Services") and all non-emergency ambulance services (including basic life support non-emergency, advanced life support non-emergency and specialty care transport) or inter-facility services ("IFT Services"), and all ambulance standby services and ALS personnel standby services ("Standby Services"). When referring to EMS Services, IFT Services and Standby Services collectively ("Ambulance Services") within the City of Amarillo limits ("Service Area").

b) **Exceptions to Exclusive Services Grant.**

i) Baptist St. Anthony's is an existing exempt ambulance service provider for nonpaid transfers between and among its facilities.

ii) Air ambulance services are not part of the Permit.

iii) Agency shall not have exclusivity for Standby Services during the first year of this Permit but shall thereafter.

iv) Basic life support ("BLS") personnel only standby services are not part of the Permit.

c) **Liquidated Damages for Agency Suspended.** All Liquidated Damages for Agency set forth in this Permit shall be suspended until June 1, 2010 or such later time as the City and Agency deem the City Communications Center ("Center") fully-operational for purposes of this Permit.

d) **Material Breach for City and Agency Suspended.** City and Agency shall not declare the other in Material Breach related to the accuracy of data reporting for Response Times and Response Time Standards until June 1, 2010 or such later time as the City and Agency deem the Center fully-operational for purposes of this Permit.

e) **Mutual Aid.** Mutual Aid means assistance provided to or received from another EMS Service provider other than the Agency's City operations business unit.

3) **EMS Services.**

a) **Respond to All Requests for EMS Services.** Agency shall provide EMS Services twenty-four hours a day, seven days a week, three hundred sixty-five days a year. Agency's response shall be without regard to the patient's ability to pay.

b) **EMS Services Priorities.** For purposes of this Permit, the following priorities ("Priority") shall apply to EMS Services:

i) **Priority I Response:** Situation determined by the emergency medical dispatcher, in strict accordance with Medical Director approved protocols, which would likely

result in the loss or quality of life without immediate intervention.

- ii) Priority 2 Response: Situation determined by the emergency medical dispatcher, in strict accordance with Medical Director approved protocols, which requires immediate medical attention but would not likely result in the loss or quality of life without immediate intervention.

- c) **Response Times for EMS Services.** The Response Times are set forth in the table below and will be reported for each of the following geographic zones ("Zones"):

Zone	Priority 1 EMS Ambulance Arrival	Priority 2 EMS Ambulance Arrival
North Zone as shown in Exhibit B	8:59 Except for Airport District 11:59	11:59 Except for Airport District 12:59
South Zone as shown in Exhibit B	8:59	11:59

For the second year of the Permit and each year thereafter, there shall be not less than four (4) Zones. The Agency will configure the Zones based on the actual data, number of calls, and call volume density during the prior twelve (12) month period through November 30th. The four Zones will each have an equitable distribution of calls, e.g., if from December 1, 2009 through November 30, 2010, the system has 20,000 calls, each of the Zones shall be configured to have approximately 5,000 calls each. The Agency shall provide the City with the proposed new configuration no later than December 15th of each year of the Agreement for City's review and approval before the January 1st reconfiguration of the Zones. Each of the four Zones will have the same Response Times and Priorities.

Notwithstanding the above, the Airport District shall be separately evaluated to optimize responses using the resources of the Agency and the City Fire Department to improve reliability and Response Times within the Airport District. The Airport District shall be defined as the primary response area of City Fire Department Station 10. However, the Airport District shall be part of a Zone and shall not be its own Zone.

Additionally, the parties may mutually agree to change Response Times, based on the actual data, population shifts, City annexation of unincorporated land, implementation of ALS

First Responders and other changes to the EMS system.

- d) **Measuring Response Times for EMS Services.** Response Times for EMS Services will be measured from the time the EMS Ambulance is documented as dispatched in the City's CAD or time stamped if using a manual system and continue until the CAD receives the arrived on-scene signal or the dispatch is notified of arrived on-scene if using a manual system (or in the case of a location other than the actual scene, the staging area or nearest accessible point for the ambulance, e.g., fence, apartment complex parking lot).

- e) **Response Time Standards for EMS Services.** For EMS Services within the City limits, the Agency will deploy a sufficient number of EMS Ambulances for it to meet the monthly response time standards ("Response Time Standards") of ninety percent (90%) system-wide and eighty-five percent (85%) for each individual Zone and Priority as defined below.

- f) **Response Times and Response Time Standards Reporting for EMS Services.** The Agency shall report its Response Times and Response Time Standards for EMS Services monthly along with explanations for any delayed responses. Exemptions for City dispatch errors, inappropriate movement of resources, delays in dispatching for calls and other non-Agency errors will be removed from Agency Response Time Standards calculations. Agency agrees the CAD system in use by the City shall be the official record of each call.

- g) **Upgrades, Downgrades, Reassignments and Disregards for EMS Services.**

- i) **Upgrades.** If a response is upgraded prior to the first EMS Ambulance arriving on scene (i.e., Priority 2 to Priority 1), compliance with Response Time and Liquidated Damages will be calculated based on the shorter of:
 - (1) Time elapsed from dispatch time, as specified in this Section, to time of upgrade plus the higher Priority Response Time, or
 - (2) The lower Priority Response Time requirement.

- ii) **Downgrades.** Downgrades may be initiated by Emergency Medical Dispatchers when information not available when the response was dispatched becomes available that indicates, in strict accordance with Medical Director approved protocols, that the response should have been dispatched at a lower Priority. Downgrades may also be

initiated by emergency medical dispatchers City First Responders or Agency's supervisory personnel arriving on scene prior to the first EMS Ambulance in accordance with Medical Director protocols. If a response is downgraded prior to the arrival on scene of the first EMS Ambulance, the Agency's compliance with Response Time and Liquidated Damages will be calculated based on:

- (1) The lower Priority Response Time standard, if the EMS Ambulance is downgraded before it would have been judged late under the higher Priority Response Time, or
- (2) The higher Priority Response Time standard, if the EMS Ambulance is downgraded after it would have been judged late under the higher Priority Response Time.

h) Liquidated Damages for EMS Services. Agency understands that the failure to comply with Response Times will result in damages to the City and that it is and will be impracticable to determine the actual amount of such damages. Therefore, Agency and City now agree that the Liquidated Damages specified for EMS Services are reasonable. It is expressly understood and agreed that the Liquidated Damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable Liquidated Damages. All Liquidated Damages shall be late if not received by the City no later than thirty (30) days after written receipt by Agency of notice of Liquidated Damages assessment from City.

Priority 1	Month 1	Consecutive	Consecutive
System-wide Response Time Standard Percentage For Month		Month 2	Month 3
86% to 89.9%	\$2,500	\$5,000	\$7,500
Below 85.9%	\$10,000	\$20,000	\$30,000
Priority 2	Month 1	Consecutive	Consecutive
System-wide Response Time Standard Percentage		Month 2	Month 3

For Month			
86% to 89.9%	\$2,500	\$5,000	\$7,500
Below 85.9%	\$10,000	\$20,000	\$30,000

Priority 1	Month 1	Consecutive	Consecutive
Zone Response Time Standard Percentage For Month (Per each Zone percentage)		Month 2	Month 3
80% to 84.9%	\$2,000	\$4,000	\$6,000
Below 79.9%	\$10,000	\$20,000	\$30,000
Priority 2	Month 1	Consecutive	Consecutive
Zone Response Time Standard Percentage For Month (Per each Zone percentage)		Month 2	Month 3
80% to 84.9%	\$1,000	\$2,000	\$3,000
Below 79.9%	\$5,000	\$10,000	\$15,000

4) IFT Services.

- a) **IFT Services.** Agency shall provide IFT Services within the Service Area. IFT Services are those routine and non-emergent transfers between hospitals, skilled nursing facilities and/or other health care facilities. Agency shall also be permitted to perform IFT Services, including long distance transports, within the Service Area at the basic life support level when clinically appropriate during the Evaluation Period set forth below.
- b) **Response Times for IFT Services.** The Response Time for IFT Services within the Service Area shall be either:

- i) within ninety (90) minutes for IFT Services that originate within the Service Area and are less than thirty (30) mile transports;
- ii) on-time with the negotiated pre-scheduled time (with four (4) hours advance notice) within the Service Area and are less than thirty (30) mile transports;
- iii) Two hundred forty (240) minutes for IFT Services with greater than thirty (30) mile transports, i.e., long-distance transports; or
- iv) The Response Times stipulated in the agreement between the hospital or health care facility and Agency. The Agency shall provide the City with any Response Times that it agrees upon with hospitals or health care facilities;

c) **Response Time Standards for IFT Services.** For IFT Services within the Service area, the Agency will deploy a sufficient number of Ambulances for it to meet the monthly Response Times eighty five percent (85%) system-wide.

d) **EMS Ambulance Usage for IFT Services.**

- i) **EMS Ambulance Reserves.** Nothing herein shall be deemed to prevent Agency from using the EMS Ambulances deployed pursuant to this Permit to perform IFT Services within or outside the Service Area. At the time of a request for IFT Services during daytime hours (0800 - 2000), Agency may not use EMS Ambulances for IFT Services unless it has a minimum of four (4) remaining EMS Ambulances available for EMS Services calls. At the time of a request for IFT Services during nighttime hours (2000 - 0800), Agency may not use EMS Ambulances for IFT Services unless it has a minimum of three (3) remaining EMS Ambulances available for EMS Services calls. Upon implementation of the City ALS Upgrade plan, these minimum levels will be reviewed and may be adjusted upon mutual agreement between Agency and City.
- ii) **Minimum Unit Hours.** Provided that the Agency has deployed a minimum of 1,008 total unit hours (for all Ambulances combined regardless of whether the Ambulance is an EMS Ambulance, IFT Ambulance or whether it is an ALS and BLS level Ambulance) deployed within the Service Area each week for any month in which Response Times are to be evaluated, IFT Services that would be considered late under the response time standards that occur during periods in which Agency is restricted from using EMS Ambulances under paragraph 4.d)(ii) immediately above, shall be exempted, provided that Agency requests

the exemption and provides appropriate documentation of the circumstances that authorize the exemption. Upon verification, City shall grant the exemption.

e) **Liquidated Damages for IFT Services.** Agency understands that the failure to comply with Response Times will result in damages to the City and that it is and will be impracticable to determine the actual amount of such damages. Therefore, Agency and City now agree that the Liquidated Damages specified for IFT Services are reasonable. It is expressly understood and agreed that the Liquidated Damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable Liquidated Damages. All Liquidated Damages shall be late if not received by the City no later than thirty (30) days after written receipt by Agency of notice of Liquidated Damages assessment from City.

Response Time Standard Percentage For Month (System-wide)	Month 1	Consecutive Month 2	Consecutive Month 3
84.9% to 80.0%	\$2,000	\$4,000	\$6,000
Below 79.9%	\$10,000	\$20,000	\$30,000

5) **Standby Services.** The Agency will provide Advanced Life Support personnel Standby Services and/or Ambulance Standby Services at special events hosted by community service oriented entities, if possible.

The Agency is required, effective January 1, 2011, to provide dedicated ALS Ambulance coverage for:

- a) **Paid Standby Services.** Special events and mass gatherings in the City's civic center, regional parks, City hall, sports facilities or any other publicly or privately owned grounds, stadium, arena, or facility. The Agency shall provide the Standby Services at the rates set forth in Exhibit A and in accordance with 5.c) below.
- b) **Courtesy Standby Services for Emergency Incidents.** Upon request by City police, fire or dispatch personnel, Agency shall furnish courtesy Standby Services at emergency incidents involving a potential danger to City personnel or the general public at no charge to the City. Once dedicated to an incident, the EMS Ambulance shall not be removed from the incident until released by the Incident Commander. EMS Ambulances providing emergency medical standby coverage at an event or incident to which

- they are dedicated shall be available for responses only at the event or incident.
- c) **Response Time Standards for Paid Standby Services.** The Agency will deploy a sufficient number of Ambulances for it to provide all requested Paid Standby Services when such requests are made seven (7) calendar days in advance. On-time is defined as the arrival time for Standby Services at the pre-scheduled requested time from the customer. If the City Center receives a request for Paid Standby Services, the City Center shall as soon as possible refer the request to Agency.
 - d) **Liquidated Damages for Paid Standby Services.** Agency understands that the failure to comply with Response Times will result in damages to the City and that it is and will be impracticable to determine the actual amount of such damages. Therefore, Agency and City now agree that the Liquidated Damages specified for paid Standby Services are reasonable. For each incident that Agency is late or no-show for Paid Standby Services as detailed in Section 5.c), a five hundred dollar (\$500.00) Liquidated Damages shall be assessed.
- 6) **Evaluation Period.** City and Agency acknowledge that during the initial year of this permit term, a number of enhancements, improvements and changes are proposed to the existing ambulance services provided to the City by Agency. The effectiveness of some of the changes can only be thoroughly evaluated after local experience with certain system design features. Accordingly, City and Agency jointly establish an evaluation period ("Evaluation Period") to allow the implementation and evaluation of certain features. These specifically include:
- a) The use of BLS Ambulances for the purpose of providing IFT Services, including long distance transports when clinically appropriate and within the guidelines established by the Medical Director.
 - b) The use of Type II ambulances to provide IFT Services.
 - c) The use of two (2) geographic Zones as described in Section 3.e), and in the Zone map contained in Exhibit B, while establishing the boundaries of the required four (4) response Zones. The boundaries of the four (4) Zones shall be subject to this evaluation process and review before they are initially established.
 - d) The use of an eleven minute, fifty-nine second (11:59) Priority 1 Response Time and a twelve minute, fifty-nine second Priority 2 Response Time requirement within the Airport District.
- e) The prompt initiation of ALS First Responder Services by the City Fire Department within the Airport District, through cooperation of City and Agency.
 - f) The minimum unit hour commitment and available EMS Ambulance reserved contained in Sections 4.e) and 4.f) above.
 - g) The Evaluation Period shall begin on the effective date and extend at least until November 30, 2010 but no later than January 31, 2011. Beginning November 1, 2010, City and Agency shall review the performance of each feature identified subject to the Evaluation Period and negotiate in good faith changes to the feature(s) provided that the changes do not materially negatively impact the economic viability of the system.
- 7) **Communications and Dispatch.** The parties recognize that it will greatly benefit the system and the public health, safety and welfare for the parties to cooperate in consolidating their respective call-taking and dispatching operations within the City's communication center for Services. As described herein, the City will equip, operate, and staff with its personnel the consolidated communication center (the "Center"), and Agency shall utilize the Center as its sole dispatch, radio and CAD resource for the purpose of 9-1-1 and emergency call-taking and dispatching of all EMS Services within the Service Area, all IFT Services, emergency management or courtesy standby services and paid standby Services. At Agency's preference, charitable, educational or community service events shall be excluded from using the City CAD system. Agency agrees the CAD system in use by the City shall be the official record of each call and of all Agency performance. City shall provide remote access to Agency of the City CAD for Agency management oversight of Services. The Agency shall not have access to any portion of the City CAD involving law enforcement and fire.
- 8) **Location of Base and Substations.** The EMS Ambulances and ALS First Responders, equipment and crews shall be located at a base station and at substations as may be necessary to provide Services within the Response Times specified herein. The Agency and City's Manager's designee shall meet quarterly to discuss any changes in locations of the base station or any substations.
- 9) **Medical Director for System.** The City shall retain a medical director ("Medical Director") within one hundred eighty (180) days of the Commencement Date. The costs of the medical director's services shall be paid fifty percent (50%) by each party. At the Medical Director's agreement, Agency may use the Medical Director for services outside the Service Area. Any cost associated with any additional use of the Medical Director by the Agency outside of the Permit will be incurred solely by Agency.

The Medical Director may not discipline City or Agency personnel. The Medical Director may take appropriate actions for medical related performance or other matters directly under his/her authority as the licensing physician.

City or Agency personnel or employees may request review on actions for medical related performance or other matters directly under the authority of the Medical Director to the ECAB established below.

With consultation from Agency, City shall select a Medical Director with the intent of maintaining existing capacities as well as developing a comprehensive, high-performance pre-hospital EMS system including EMD and utilizing both Agency and ALS First Responders.

10) **ALS First Responders.** Currently, the EMS system operates without integrated ALS first response. The parties recognize the value of ALS first response to EMS system design and recognize the clinical importance of ALS first response to patient outcomes. The parties shall integrate and upgrade the EMS system through ALS first responders provided by the City Fire Department (“ALS First Responders”). Except for the Airport District, accomplishment of ALS First Responders shall not lessen or lower the Services or Response Times required of Agency, but shall be viewed as a life-saving enhancement for the EMS system.

11) **Scene and Patient Management.**

- a) The parties shall follow applicable laws, regulations and local protocols regarding scene management. So as to assure safety of all personnel and the public and to enhance a coordinated response, Agency personnel shall operate within the City’s on-scene incident command system and protocols which may vary depending on the nature of the call. Agency personnel shall enter the scene upon arrival except when: (i) an immediate hazard is identified; or (ii) the law enforcement on scene or Incident Commander advises the scene is not safe for Agency personnel.
- b) Patient care management and medical control issues shall be as defined and controlled by the medical director. Upon arrival of Agency personnel, any City First Responders already providing patient care shall provide a verbal report to Agency personnel and transfer patient care to Agency as soon as possible.

12) **National Incident Management System (“NIMS”) Compliance.** The Agency commits to ensure that all of its employees will have successfully completed the appropriate NIMS training course(s) by January 1, 2011 and that all persons newly employed after that date will successfully complete it within thirty (30) days of completing the New Employee Orientation Program for the Agency’s City operations, as follows:

First Responders and Agency field personnel: 100 and 700; Supervisors: 100, 200, and 700; and Incident Command Level Personnel: 100, 200, 300, 400, 700, and 800. The City’s Emergency Management Coordinator may, from time to time, establish additional or different requirements to assure compliance with state and federal law and local emergency plans. Agency shall maintain a record of NIMS compliance and submit reports as requested by either such Coordinator or the City Manager’s designee.

13) **Unified Command Participation.** When the City Fire Department, emergency management or law enforcement officials institute a unified command structure for management of an event or incident, then Agency shall immediately deploy a supervisor or higher ranked person to the unified command post to fully cooperate and participate in the coordination of the response of EMS Services and resources. In the absence of an Agency supervisor or higher person at the command post, the Agency personnel and resources shall be under the sole direction and command of the City’s Incident Commander or designee. Agency shall participate in scheduled emergency management exercises and drills at a service level that does not operationally or financially impact the overall EMS system in a material fashion.

14) **Standard of Care.** Each party shall perform its services in accordance with prevailing standards of care in the industry; unless a higher standard is set by the Medical Director. To help assure maintenance of such standards, the parties shall operate a quality improvement program consistent with industry standards.

15) **Conduct, Licenses and Certifications.**

- a) While on-duty and when providing Services, Agency shall require its personnel to exhibit professional and courteous conduct and appearance at all times, from field personnel to middle managers to executives.
- b) Agency, its vehicles and personnel shall comply with all federal, state and local laws related to licensure and certifications and Agency shall provide written verification or copies of all licenses and certifications not later than three (3) business days after day of request by City. Without limiting the foregoing, all personnel, quick response vehicles and ambulances shall be fully licensed or certified as required by law and shall comply with all licensing, certification or other laws.

16) **Agency’s Obligations and Assurances.**

- a) **Ambulance Specifications.** Agency shall provide all ambulances used to provide Services (the “Ambulances”) and each Ambulance shall be licensed and equipped with all supplies and equipment required by state law, and shall be

maintained in good working order in accordance with Agency's maintenance policies and procedures. All replacement ambulances purchased by Agency shall be able to be approved by the Texas Department of Health's rules regarding certification of ambulances, and designed, constructed and maintained to meet or exceed these standards.

- i) All EMS Ambulances shall be Type I or Type III that will not exceed the Manufacturers Maximum Gross Vehicle Weight rating with a 2-person crew, plus full load of equipment and fuel, patient, a family member, and firefighter. All such units shall be configured as consistently as feasible among one another. Further, Agency shall equip each EMS Ambulance with patient and attendant restraint and injury protection systems.
- ii) During the Evaluation Period and afterwards, IFT Ambulances may be Type I, II or III. IFT Ambulances shall be equipped with patient and attendant restraint and injury protection systems.
- iii) Agency shall ensure that all Ambulances used for the purpose of providing Ambulance Services be maintained to meet or exceed the most recent standards as set out in KKK-F-1822E, dated June 1, 2007 or as has been or will be superseded or amended, GSA Federal Specifications, to adequately transport ill, sick or injured persons in comfort and safety, and shall be maintained in clean, sanitary, and in first-class mechanical condition at all times. Agency is solely responsible for the operation of all Ambulances within applicable law. Only mechanically sound and serviceable Ambulances will be used. No diesel Ambulance shall have cumulative mileage of more than 250,000 miles unless approved by the City and no gasoline Ambulance shall have cumulative mileage of more than 175,000 miles unless approved by the City ("Mileage Cap"). The City shall not unreasonably withhold re-certification of any Ambulance with mileage in excess of the Mileage Cap if Agency has replaced the engine or transmission in the Ambulance. Agency will allow the City's mechanic to inspect any Ambulance that Agency wants re-certified.
- iv) Agency may utilize Ambulances currently within the existing provider's fleet until such time as they reach the Mileage Caps listed above. Any Ambulances added to the system or used to replace existing Ambulances must fully comply with the terms above, regardless of the mileage of the units that are replaced.

b) **ALS Mandate for EMS Services.** Agency is mandated to and shall respond to all requests for EMS Services using an ALS Ambulance, equipment and personnel. Each ALS Ambulance shall be staffed with two personnel, at least one of whom shall be licensed or certified as an EMT-P.

i) **Safety-Net Exception to ALS Mandate for EMS Services.** BLS Ambulances or Type II Ambulances (whether ALS or BLS) may respond in the capacity of a first responder to EMS Services calls ("Safety-Net EMS Services"). BLS Ambulances may transport patients from EMS Services calls only in the cases of:

- (1) large scale multi-casualty incidents to which multiple ALS Ambulances have already responded; or
- (2) when no ALS Ambulance is available within a reasonable Response Time to transport the patient. In the event that a transport by a BLS ambulance is necessitated because no ALS ambulance is available within a reasonable Response Time, each such call will be deemed a late response for purposes of compliance with the Response Time for the Priority of the call.

c) **Medical/Emergency Supplies/Purchasing.** Agency, at its own expense, shall fully stock each Ambulance with equipment and supplies as required by the state or the Medical Director. Agency shall annually verify its compliance with this section. Within 10 business days before or after each anniversary date of this Permit, Agency shall submit to the City Manager's designee a complete, accurate, written inventory of the equipment and supplies stocked on each ALS Ambulance. City Manager's designee may randomly inspect ALS ambulance(s) for equipment and supplies during normal business hours. In addition, the Agency shall initially supply (but only for disposables) and then resupply the ALS First Responders for disposable, consumable and/or billable medical supplies. Replacement of supplies shall be accomplished on-scene if possible or as soon as feasible if not. Further, as permitted by its applicable purchasing agreements, Agency shall extend any purchasing agreements that it has to ALS First Responders.

d) **Amarillo Emergency Communications Center.**

i) **Acceptance of Center.** Agency represents that it has had opportunity to inspect the Center site, technology and communication plans, and operational concept. Agency finds all of such to be adequate and desirable

for its purposes of receiving calls, transmitting voice and data information, and dispatching both EMS Services and IFT Services.

- ii) **Current Radio System.** Agency will maintain the radio system, network and the Federal Communications Commission ("FCC") licensing that it currently owns and uses for EMS communications, being: KZO462, WPDF562, WPCP849, WPEI228, KMK570 (FCC Regis. No. 0003257557) and any other relevant frequencies or channels not specifically identified herein. Agency grants permission and consent for City's Center employees to access and use such radio network, frequencies, and call signs for emergency and administrative communications. Agency shall remain responsible for compliance with all applicable laws and FCC procedures, including properly submitting documents regarding permission for City's use. Agency shall ensure that the portion of this system that provides coverage and service to Potter and Randall Counties remains fully operational until such time as a suitable replacement is in place and fully functioning. If at any time beyond this point the Agency chooses to deactivate or sell any or all of the system, City shall be given the right of first refusal to negotiate and purchase the FCC licenses and/or equipment.
- iii) **Ambulances and Mobile Equipment.** For its Ambulances, Agency will at its expense acquire, install, maintain, and use such radios, computers and automatic vehicle locator equipment and software that is specified and required by Center for efficient emergency communications for dispatching and coordinated response with other agencies.
- iv) **Payment in Support.** As consideration for City assuming the responsibility to properly receive and dispatch EMS Services calls and assuming the responsibility of receiving calls and scheduling IFT Services, Agency agrees to annually pay to City its pro-ratable share of the cost of services provided by City to Agency through the Center, as a required condition of its Permit. Such amount shall be payable monthly no later than one month after written invoice by the City. Agency agrees to pay \$ 828,672 to City for the first year of this Permit. For each subsequent year of this Permit, City and Agency shall negotiate in good faith to reach a mutually agreeable cost for each year, based on and not exceeding the actual costs of services, at least 60 days prior to the anniversary date of this Permit. Failing

agreement on future annual costs by that 60th day, the parties agree that Agency shall pay to City \$ 828,672 plus or minus the change in the Consumer Price Index (according to the most recently published release by the U.S. Bureau of Labor Statistics that is released on or prior to the 60th day prior to the anniversary date).

- v) **Reallocation of Overhead.** If another entity combines its call-taking and dispatch operations into the Center, then the shared costs shall be reallocated among City, Agency, and such other entity(ies). If a grant or other third party funding is received, then an equitable reallocation of costs may be made among some or all participating entities.
- vi) **Grant Assurances.** To the extent necessary by the terms of any public or private grant obtained by either City for the Center or Agency for its EMS Ambulances, for capital or operating costs, each party agrees to reasonably cooperate with the other in complying with any required grant assurances.
- e) **Return of ALS First Responders.** Upon the completion of any EMS Services where an ALS First Responder accompanies Agency to the receiving facility on the EMS Ambulance, Agency shall return the ALS First Responder to the ALS First Responder's vehicle or station. Agency may use an Ambulance, supervisor vehicle or taxi voucher to return the ALS First Responder.
- f) **Mutual Aid.**
 - i) Agency shall be actively and cooperatively involved in planning for and responding to any threatened or declared disaster, mass casualty in each County within which City of Amarillo exists.
 - ii) No later than April 30, 2010, the Agency will establish reasonable and effective written mutual aid agreements with surrounding municipalities, corporations or other entities, provided, however, any mutual aid providers must provide substantially medically equivalent Services as Agency. These agreements and Agency's records of using these Providers or giving aid to these others, shall differentiate between disaster aid and aid requested due to system overload. System EMS Ambulances shall not be dispatched on mutual aid responses if doing so would unreasonably compromise the Agency's ability to provide adequate EMS Services within the Service Area. All mutual aid

agreements must be submitted to City and Medical Director for approval.

- iii) In the event of a disaster or mass casualty within City or a neighboring jurisdiction is declared, normal operations shall be suspended by Agency and Agency shall respond in accordance with the City's Emergency Management Plan. Agency shall use best efforts to maintain primary EMS Services within the City and may suspend all non-emergency services (IFT Services, Standby Services, etc.) as required. During the response phase of a declared disaster or mass casualty, the City will not impose Response Times, Response Time Standards, or Liquidated Damages under this Permit.
- iv) Nothing in this Permit prohibits Agency from submitting to appropriate agencies for cost recovery of its reasonable, verifiable, direct marginal costs to provide additional Services during the performance of mutual aid or response to a disaster or mass casualty that are not recoverable from third parties. City will provide reasonable assistance to Agency in such cost recovery efforts; however, City is not responsible for payment of such costs. Such costs do not include those incurred to maintain normal Services levels within the City.
- v) It is the intent of this Permit that the Agency provides Services to the City with its own forces and equipment during normal system operation.
- g) **Most Favored Customer.** The intent of this Permit is to establish the Agency's Amarillo-based EMS Ambulances as fully obligated to the service of the City. The City will not object to Agency's request to employ EMS Ambulances Amarillo assets in the performance of other work so long as EMS Services are not impaired.
- h) **Support and Cooperation.** In exchange for the separate Response Times within the Airport District and to increase service to the public, Agency agrees to support the initiation of ALS First Responder Services in the Service Area and Agency shall provide the following support at no charge to the City during the Evaluation Period:
 - i) Provision of ALS equipment required to implement ALS first response services within the system's protocols.
 - ii) Provision of a full feature cardiac monitor/defibrillator, consistent in make, model and features with those used by Agency's own ALS units, including supplies, batteries, maintenance and replacement of monitor/defibrillators as

needed to support maintenance and repair activities.

- iii) Assistance with initial training and credentialing costs, at actual cost to the City, in an amount not to exceed \$10,000 to cover certification classes, clinical experience and related expenses incurred by the City in establishing the Airport District ALS First Response Capability.
- iv) Assistance in the form of opportunities for Fire Department personnel to gain ALS clinical experience through preceptorships as required for certification and local credentialing.
- v) City and Agency agree this Section 17.h) applies only to City's efforts to promptly initiate ALS First Responders to the Airport District and shall not be construed to require Agency to participate in a similar fashion for other districts beyond that identified elsewhere in this Permit.

17) City's Obligations and Assurances.

- a) **ALS First Responder Services for EMS Services.** The City Fire Department may provide ALS First Responder Services in response to emergency medical services calls when, if, and as, it has available resources as an enhanced service for the community. Nothing in this Subsection shall lessen or lower the Services or Response Times required of Agency.
- b) **ALS First Response Upgrade Plan.** The City shall implement and phase-in ALS First Responder Services in accordance with its plans, budget cycles, and business judgment.
- c) **Permit Management, Oversight and Administration.** The City shall provide Permit management, oversight and administration. The City Manager shall designate a Permit Administrator Designee ("Designee"). The Designee shall meet at least monthly with the representative of Agency to discuss and evaluate the EMS system. Agency agrees that its local Operations Manager and City Manager's Designee shall be the primary points of contact for day-to-day communications regarding this Permit.
- d) **Waiver of Franchise Fee and Rental Charge.** During the term of this Permit, the City hereby waives any franchise fee or rental charge as set forth in Amarillo Municipal Code of Ordinances, Section 16-4-25(b) or elsewhere; provided that Agency is current on each payment for the Center specified above, and has timely tendered any Liquidated Damages payments required herein.

e) **Amarillo Emergency Communications Center.** City will at its expense equip, operate, and staff with its personnel the Center for the purpose of EMS Services and IFT Services call-taking and dispatching within the Service Area. The City will be responsible for providing and maintaining mobile radios, computers, and automatic vehicle locators for its vehicles that are compatible with the equipment and software used in the Center. The City shall follow Agency system status plans, posting plan management, and protocols for deployment and repositioning of resources.

i) **Personnel.** City will at its expense employ, train, and supervise all persons necessary to operate the Center, subject to appropriations in the annual municipal budget and plan of operations. City shall endeavor to obtain necessary and appropriate national certifications for all personnel working in the Center.

ii) **Data Access.** The City shall provide Agency with direct access to the reporting module and the ability to research utilization of system resources. City will also make available space within its Center for the housing of an Agency server linked to the City Computer Aided Dispatch ("CAD") system for data reporting, electronic patient care, and any and all other data or reports requested by Agency which are directly relevant and necessary for Agency's performance of the Permit as approved by the City Manager's Designee, including but not limited to information relevant to deployment strategy, utilization adjustments, and other information as needed to improve efficiency of Services.

iii) **Protocols.** The City shall follow Agency dispatching protocols and system status deployment plans. The City shall participate with Agency in a periodic review of those dispatching protocols and system status deployment plans and their outcomes as necessary. Provided that (i) an Agency protocol change may not be implemented with less than seven (7) days prior notice for CAD or infrastructure change in order to allow adequate opportunity for training Center personnel; and (ii) if a change requires any software or hardware change, purchase, upgrade, reprogramming, license, personnel training, installation of new interfaces, or any other IT or radio shop expense, then Agency must first deposit with City the estimated costs by City for the protocol change, and City has no obligation to proceed with such change until after such deposit is made. Agency recognizes that most City purchases must be procured by a competitive process which lengthens the time required for a protocol of the nature

described in this subsection. Nothing in this Subsection 17.e)(iii) shall be construed as limiting or preventing any authorized supervisor of Agency from shifting resources around the City or other administrative or service messages as needed for Agency's business necessity and to meet Response Times.

f) **Payment for Permit Management, Oversight and Administration.** Effective May 1, 2010, Agency shall reimburse the City in the amount of seventy five thousand dollars (\$75,000) annually (payable in monthly installments) for Permit Management, Oversight, and Administration.

18) **Billing; Rates; Rate Increases.**

a) **Agency Right to Bill.** Agency shall be solely entitled to perform and be responsible for performing all billing of patients and third party payers for Services provided hereunder. Agency shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, Tricare and other public or private reimbursement programs. The City shall not bill for any ALS First Responder Services. Payment for indigent patients shall be billed to the contractually designated manager or administrator of the Amarillo Hospital District ("Administrator") as that Administrator may be changed from time-to-time. Agency shall not bill the City, Amarillo Hospital District or any of the County members of the Amarillo Hospital District directly. Currently, the Administrator is Northwest Texas Healthcare System.

b) **Rates.** Agency shall further comply with the rate requirements set forth by the City in Exhibit A ("Rates"). Agency shall only charge the Rates set forth in Exhibit A. Further, Agency shall not discount its rates or collect amounts less than the Rates set forth in Exhibit A (except where required by law, e.g., Medicare or Medicaid, or where a patient meets Agency's compassionate care policy). Notwithstanding any other provision of this Permit, because this Permit requires the Agency to respond at the ALS level to all calls for EMS Services, the Agency shall bill the ALS rate for EMS Services except: (i) where prohibited by law, e.g., Medicare or Medicaid; and (ii) where a BLS Ambulance provides Safety-Net EMS Services.

c) **Rate Increases.**

i) **Regular and Ordinary Increase.** On an annual basis on January 1, 2011 and each January 1st thereafter until the termination of this Permit, the Agency shall be entitled to increase the Rates in Exhibit A by the Consumer Price Index ("CPI") not to exceed

five percent (5%). The Agency shall be entitled to increase the rates in Exhibit A using the Department of Labor, Bureau of Labor Statistics CPI for Amarillo, Texas–All Urban Consumers. To ensure the rate increase is in place on each January 1st, Agency will use the CPI for the previous twelve (12) month period for which published figures are then available. Agency shall provide the City with its calculation and the new rates thirty (30) days prior to each January 1st.

ii) **Extraordinary Rate Increase.** The City may approve an extraordinary mid-year increase to the Rates in Exhibit A if determined to be reasonable for any of the following reasons:

- (1) The Agency demonstrates actual or reasonably projected, substantial financial hardship as a result of factors beyond its reasonable control, provided that the City will have the right to review and/or audit any books, medical billing accounts, medical records, productivity reports or financial records of the Agency as it deems necessary to verify such hardship; or
- (2) Changes in governmental third-party payer programs that result in significant reduction in revenues for Services rendered; but
- (3) The assessment or payment of Liquidated Damages shall not be considered factors for any Extraordinary Rate Increase.

iii) **Special Rate Increase.** In addition to all other Rate increases, Agency shall be entitled to automatically take a one-time Special Rate Increase January 1, 2011 of three and half percent (3.5%) to the then current Rates.

d) **Rate Regulations.** The Agency recognizes that the public need and safety require the City to regulate providers and rates that providers charge within the Service Area. Regulation of providers and Rates is essential to quality Services, financial stability of the system and availability of Services within the Service Area. The City shall enforce the Rates set forth in Exhibit A. The City shall pass any regulation or resolution as it deems necessary to effectuate this provision.

19) Insurance.

a) Agency shall provide, at their own its expense, the following insurance coverage for its vehicles and employees:

i) Comprehensive general and automobile liability coverage with limits no less than two million dollars (\$2,000,000) per occurrence and six million dollars (\$6,000,000) annual aggregate.

ii) Medical professional liability coverage with limits no less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate. Such policy being "occurrence" basis malpractice policy. If such policy is not possible, then Agency shall purchase coverage on a "claims made" basis, upon the condition that the coverage be effective for claims made up to four (4) years following the termination of this Permit and any renewal term.

iii) Worker's compensation in the statutory required amounts.

b) City shall provide proof of self-insurance for its vehicles and employees for general and automobile and worker's compensation insurance. City shall provide at its expense medical professional liability insurance for its personnel providing ALS patient care.

c) Any insurance policy issued pursuant to this Section must be written by companies licensed to do business in the State of Texas.

d) To the extent allowed by law, each party shall name the other as additional insured in the general, automobile and professional liability insurance policies.

e) All insurance policies must contain a provision that the policy shall not be canceled, modified, expired or otherwise terminated until after at least thirty (30) days written notice to that effect is given to the other party.

f) All insurance policies shall be in form and content satisfactory to the parties and should be submitted to each party at or near the time of execution of this Permit.

20) Indemnification.

a) Agency accepts responsibility for and covenants to hold City harmless and to defend from claims, suits, damages of every kind, attorney fees, costs and interest that arise out of or relate to acts and omissions of Agency's employees, directors, officers, agents, contractors, assigns and successors (which the parties agree does not include City or its officers, employees, agents or affiliates) for: (i) physical condition, maintenance, and operation of vehicles, equipment, supplies, and medications; (ii) assessment, treatment, transportation, or lack thereof, of patients; and, (iii) employment-related

claims such as workers compensation, discrimination, harassment, unemployment compensation, income taxes, health insurance, and the like for employees, officers, and contractors of Agency.

- b) To the extent allowed by law, City accepts responsibility for and covenants to hold Agency harmless and to defend from claims, suits, damages of every kind, attorney fees, costs and interest that arise out of or relate to acts and omissions of City's employees, officers, agents, contractors, assigns, and successors (which the parties agree does not include Agency or its employees, agents, officers, or affiliates) for: (i) physical condition, maintenance, and operation of the Center and its equipment; (ii) physical condition, maintenance, and operation of its ALS First Responder vehicles and equipment; (iii) collection or omission of information from callers, assessment of needs and prioritization of calls, and selection of units to respond; (iv) assessment, treatment, transportation, or lack thereof, of patients; and, (v) employment-related claims such as civil service, workers compensation, discrimination, harassment, unemployment compensation, income taxes, health insurance, and the like for employees, officers, and contractors of City.
- c) The provisions of this Permit are solely for the benefit of Agency and City, not for any third party. Nothing in this Permit shall be construed as accepting or creating any liability toward a third party where such does not otherwise exist under the facts and applicable law. Nothing in this Permit is a waiver of any defense, affirmative defense, immunity, counterclaim, or cross claim that either party may now or later have the right to assert in any specific claim, suit, or dispute brought by a third party against either or both parties. City and its officials and employees specifically do not waive sovereign and/or governmental or official immunity by issuing the Permit. Designation of venue, choice of law, and similar provisions shall not be construed as a waiver of the above mentioned immunities.
- 21) **Material Breach By City.** For purposes of this Section, chronic failure shall mean a recurring breach that the parties cannot obtain informal resolution or cure, compelling one or the other to issue more than two (2) written notices for the same failure or violation within the same calendar year. The Agency may declare City in Material Breach of the Agreement for any of the following reasons:
- a) Chronic failure of City to operate the Center in a manner which enables City and Agency to remain in substantial compliance with the requirements of applicable federal and state laws, rules and regulations, which causes material prejudice to Agency;
- b) Chronic failure of City to operate the Center to the applicable standard of care which causes material prejudice to Agency; or
- c) Chronic failure of City to maintain the Center equipment and software including the CAD, in accordance with good maintenance practices or to replace equipment in accordance with industry standards which causes material prejudice to Agency.
- 22) **Termination by Agency for Material Breach.** Agency may terminate this Permit in the event of any Material Breach by City of this Agreement as defined in this Section. As a condition precedent to termination by Agency, Agency shall provide City with no less than one hundred fifty (150) days' advance written notice citing, with specificity, the basis for the Material Breach (the "Breach Notice"). In the event City shall have cured the Material Breach within such one hundred fifty (150) days period, or such longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event Agency reasonably deems City to remain in Material Breach as of the end of the notice period specified in the Breach Notice, Agency shall provide City with a notice of termination ("Termination Notice"), setting forth the specific reasons Agency believes City remains in Material Breach and the effective date of termination ("Termination Date"), which shall be no less than thirty (30) days from the date of the Termination Notice. During the period that the City remains in Material Breach after the Breach Notice, Liquidated Damages for Agency shall be suspended.
- 23) **Material Breach By Agency.** For purposes of this Section, chronic failure shall mean a recurring breach that the parties cannot obtain informal resolution or cure, compelling one or the other to issue more than two written notices for the same failure or violation within the same calendar year. The City may declare Agency in Material Breach of the Permit for the following reasons:
- a) Any failure of performance required in the Permit and which is determined by the City to constitute a substantial and imminent threat to the general public health and safety by the City Commission;
- b) Failure to meet the Response Time Standard for Priority 1 EMS Services in the same Zone for three (3) consecutive months or any four (4) months during a rolling 12 month period of the Agreement;
- c) Failure to meet the Response Time Standard for Priority 2 EMS Services in the same Zone for three (3) consecutive months or any four (4) months during a rolling 12 month period of the Agreement;
- d) Failure to meet the Response Time Standard for Priority 1 EMS Services system-wide for three

- (3) consecutive months or four (4) months during a rolling 12 month period of the Agreement;
- e) Failure to meet the Response Time Standard for Priority 2 EMS Services system-wide for three (3) consecutive months or four (4) months during a rolling 12 month period of the Agreement;
 - f) Two (2) minor breaches in IFT Response Time Standards in any twelve month period. A minor breach for IFT Response Time Standards shall be defined as the failure to meet the eighty-five (85%) Response Time Standard within the Service Area system-wide for three (3) consecutive months or four (4) months within any consecutive six (6) month periods;
 - g) Chronic Failure of Agency to operate the ambulance service system in a manner which enables City and Agency to remain in substantial compliance with the requirements of applicable federal and state laws, rules and regulations;
 - h) Intentionally, or a pattern of, supplying false or misleading information or supplying information so incomplete as to effectively mislead;
 - i) Failure by Agency to cooperate with and assist City in its takeover of Agency's operations after a Material Breach has been declared by City, as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Agency's reasonable control;
 - j) Chronic failure to do so and/or excessive reliance on mutual aid to provide normal Services may, at the discretion of the City, be considered a breach and subject to all remedies available to City. or
 - k) Failure to cure a minor breach after written notice from the City and reasonable opportunity to cure.
- 24) **Termination by City for Material Breach.** City may terminate this Permit in the event of any Material Breach by Agency as defined herein. Except for a Material Breach under Section 24.a) as a condition precedent to termination by City, City shall provide Agency with no less than thirty (30) days' advance written notice citing, with specificity, the basis for the Material Breach (the "Breach Notice"). In the event Agency shall have cured the Material Breach within such thirty (30) days period, or such longer period as may be specified in the Breach Notice, this Permit shall remain in full force and effect. In the event City reasonably deems Agency to remain in Material Breach as of the end of the notice period specified in the Breach Notice, City shall provide Agency with a notice of termination ("Termination Notice"), setting forth the specific reasons City believes Agency remains in Material Breach and the effective date of termination ("Termination Date"), which shall be no less than thirty (30) days from the date of the Termination Notice.
- For a Material Breach under Section 24.a), the City and Agency shall immediately meet and confer. The City may terminate the Permit after the meeting with seventy-two (72) hours or such later time as the City may determine.
- 25) **Cooperation After Termination.** In the event of termination by either party for any reason, or of expiration of this Permit, Agency shall cooperate with City and with the successor provider to help assure a smooth transition.
- 26) **Continuous Service Delivery; Takeover of Agency Ambulances.**
- a) **Continuous Service Delivery.** In the event of Material Breach by Agency and termination of the Permit by the City, Agency will use its best efforts to assure continuous delivery of Services required under this Permit regardless of the underlying cause or consequence of such Material Breach. Agency recognizes that there is a public health and safety obligation that requires that the City provide uninterrupted Service delivery in the event of Material Breach, even if Agency disagrees with the determination of the Material Breach. Assuring continuation of Services may require the City to deliver the Services. Agency does not waive any right to litigate the determination of Material Breach but Agency will not delay the transition of Services to the City.
 - b) **Takeover of Agency Ambulances.** Agency agrees that if City terminates this Permit due to Agency's Material Breach, the City will have the right to execute an emergency takeover of Agency's Ambulances and on-board equipment and supplies on the date of the Permit termination. Agency will be required to cooperate fully with such takeover and will challenge or appeal the matter only after such takeover has been completed. This cooperation will include allowing the City to directly operate Agency's Ambulances (including on-board equipment and supplies) under a standby lease at fair market value for a period of up to twelve (12) months following the termination of the Permit in the form attached as Exhibit C. Agency further agrees to make available to the City all means to contact its employees working in Agency's City operations so that they may be retained on an emergency basis by the City for operation of the Ambulances. The Agency represents and warrants that it has the authority and ability to lease Agency's Ambulances to City without prior approval of any other entity, creditor or lender.
- 27) **Performance Security.** Agency shall obtain total performance security ("Performance Security") in the amount of one million two hundred fifty thousand dollars (\$1,250,000) to secure its performance hereunder. Such Performance Security shall be in the form of: (i) an irrevocable letter of credit in the

amount of six hundred twenty-five thousand dollars (\$625,000) acceptable to the City and issued by a licensed bank; and (ii) a performance bond in the amount of six hundred twenty-five thousand dollars (\$625,000) acceptable to the City and issued by a licensed surety. The following shall be the conditions precedent before the City may draw on the Performance Security: (i) the City declares Agency in Material Breach; (ii) the Agency fails to cure the Material Breach as set forth above; and (iii) the City terminates the Permit.

28) **Agency Termination For Economic Hardship.**

Agency may terminate this Permit with a minimum of one-hundred-eighty (180) days written notice to the City where Agency has sustained economic hardship that cannot be mitigated through subsidy by the City or through other Rate increases. It shall be deemed an economic hardship for Agency in the event the City issues an ambulance service permit to a new provider that is not currently providing services within the Service Areas as of the date of issuance of this Permit. However, the parties agree that assessment or payment of Liquidated Damages under this Permit shall not constitute "economic hardship" for the Agency.

29) **Miscellaneous Terms and Conditions.**

a) **Relationship with City.** The City Manager shall assign a person to serve as a liaison between City and Agency and to monitor the Permit on behalf of City. It is expressly understood and agreed by and between City and Agency, that Agency is an independent agency in its relationship to the City, and that nothing contained herein shall at any time or in any manner be construed as an agreement of partnership or joint venture or render any party hereto the employer or master of any other party and/or its employees, agents or representatives.

b) **Audits and Inspections.**

i) City's authorized employee, representative, or agent may at any time and without notification, directly observe any and all aspects of the Agency's maintenance facility and operations, Ambulance stations/posts and vehicle and medical operations.

ii) With twenty-four (24) hours advance notice by City, Agency's records directly related to the Services provided shall be made available to the City to substantiate Agency's performance of and compliance with the Permit and shall be open to inspection and subject to audit and/or reproduction (at City's costs) by the City's authorized employee, representative or agent as necessary to adequately allow evaluation and verification during the term of the Permit, any renewal period, and for three (3) years after termination or expiration or nonrenewal of the Permit.

iii) With commercially reasonable advance written notice by City and in accordance with HIPAA, the Medical Director or designee(s) may inspect any and all aspects of Ambulance operations and maintenance, including riding as an observer on any ambulance at any time, provided that such rider shall at all times conduct her/himself professionally, not interfere with duties of Agency personnel, and be respectful of all persons.

iv) With commercially reasonable advance written notice by City and in accordance with HIPAA, The Medical Director or ECAB shall have the right to audit patient care records another information pertinent to response, protocols, medical procedures, and patient care that Agency is required to provide by this Permit.

c) **Training.**

i) Agency shall make available a single training unit ("Training Unit") upon request of any City First Responder within the Service Area, to assure that EMT-B, EMT-I and EMT-P providers have an opportunity to gain meaningful experience in the busier environment of Agency's operations in the Service Area. The Training Unit will be available at reasonable times consistent with Agency's system status plan.

ii) Agency shall provide required in-service or continuing training regarding EMT-B, EMT-I and EMT-P requirements for City personnel without cost – provided that those trainings occur at the times that Agency offers its personnel those trainings.

d) **Assignment of Permit.** The parties shall not assign this Permit or any rights or responsibilities hereto in whole or in part to any person, firm or corporation without prior written consent of the other party.

e) **Equal Opportunity.** Each party shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, or age. Each party shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeships. Each party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth their policies of non-discrimination.

- f) **Notice.** Any notice required or permitted by this Permit shall be in writing and shall be delivered as follows: by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

TO CITY:

City of Amarillo
509 S.E. Seventh Avenue
Amarillo, Texas 79105-1971
Attention: City Manager

With Mandatory Copy to:

City Attorney
City of Amarillo
509 S.E. Seventh Avenue
Amarillo, Texas 79105-1971
Attention: City Attorney

TO AGENCY:

American Medical Response
Ambulance Service, Inc.
4101 Mockingbird Lane
Amarillo, Texas 79109
Attention: General Manager

With Mandatory Copy to:

American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, CO 80111
Attention: Legal Department

- g) **Venue.** It is expressly agreed and understood by the parties to this Permit that venue for any disputes arising out of the rights or obligations contained in this Permit shall lie in Potter County, Texas.
- h) **Record Retention and Inspection.** Each party agrees to retain all records of every type (such as but limited to: invoices, receipts, contracts, vouchers, ledgers, memos, letters, logs, etc.—whether electronic or hardcopy) that evidence its costs, expenditures, or performance of obligations required by this Permit or to be shared per the terms of this Permit. Such records shall be retained for not less than fiscal year in which the record is created plus three (3) fiscal years thereafter. Each party or its agents shall have the right to review, obtain copies, and audit any or all such records at the other party's offices during normal business hours. Each party agrees that the charge to the other for copies shall be no more than the maximum charges allowed by the Texas Public Information Act. This section does not prohibit any automated or real-time sharing of electronic information as the parties may mutually agree to establish.

- i) **Confidentiality and Sharing of Information.** The parties covenant as follows:

- i) **Generally.** All parties recognize that City, and any other participating public entity, is subject to the Texas Public Information Act and the interpretative rulings of the courts and Texas Attorney General (collectively hereafter, the Act). By virtue of this Permit or participating in the Center, Agency and any other participating private entity may thereby subject itself to disclosure of some aspects of its information pursuant to the Act. Agency and any other private participant agrees to promptly and fully cooperate with City or other public entity in: (i) producing what is public information under the Act, (ii) withholding what is not public information under the Act, and (iii) seeking an attorney general ruling in uncertain or contestable cases.

- ii) **Individually Identifiable Medical Information.** Each participating entity is responsible for its employees and agents complying with applicable federal and state laws prescribing confidentiality of individually identifiable patient medical information. Each participating entity will give reasonable and necessary cooperation to other entities as to safekeeping and confidentiality of individually identifiable medical information that is possessed, acquired, or accessible by any party's employees, officers, agents, assigns and successors through the Center or otherwise by operating under this Permit. Nonetheless, subject to the foregoing and any separate confidentiality agreements or permissions, the parties hereby agree to share information with one another for their respective official business, administrative, financial, research, and law enforcement purposes.

- j) **Compliance with Laws.** If any paragraph, sentence, phrase or word of this Permit requires a lesser standard than is required under Chapter 773 of the TEXAS HEALTH & SAFETY CODE and the rules and regulations promulgated there under, or as such statute, rules, and regulations are amended during the life of this Permit, then the provisions of said statute, rules and regulations shall be deemed the minimum standard required by Agency.

The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-Kickback statute.

Agency has made available to the City a copy of its Code of Conduct, Anti-Kickback policies and other compliance policies, as may be changed from time-to-time, at Agency's web site, located

at: www.amr.net, and each party acknowledges receipt of such documents. Agency warrants that its personnel shall comply with Agency's compliance policies, including training related to the Anti-Kickback Statute. The City warrants and represents that the payments made by Agency to City shall be less than or equal to the City's actual costs to provide those services. No funds shall be used by the City in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

Each Agency represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Permit, unless the excluded party is a practitioner or

employee who immediately discontinues ordering or providing Services hereunder.

It is not the intent of either party that any remuneration, benefit or privilege provided for under the Permit shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Permit. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

- k) **Entire Agreement.** The parties to this Permit agree that they have read all provisions of this Permit. Said Permit is the complete and exclusive statements of the terms agreed upon, superseding all prior agreements or statements, either written or oral. No modification, amendment, or additional to this Permit is valid unless in writing and signed by all parties hereto.
- l) **Severability.** If any of the provisions of this Permit shall be invalid or unenforceable, same shall not invalidate or affect the validity and enforceability of any other provision, which provisions shall remain in force and effect.

CITY OF AMARILLO

By: _____
City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE, INC., D/B/A
AMARILLO MEDICAL SERVICES**

By: _____
Edward Van Horne, Region CEO

**Exhibit A
Rate Regulations**

A. Rates for EMS Receiving Hospitals (including EMS Services and IFT Services)

Rates for Hospitals that receive EMS patients shall be the then current and prevailing Medicare Fee Schedule rates. Medicare typically changes the rates January 1st of each year. For any questions regarding the current and prevailing Medicare Fee Schedule rates, please review http://www.cms.hhs.gov/AmbulanceFeeSchedule/02_afspuf.asp#TopOfPage).

B. Rates for All Other Payers That Are Not EMS Receiving Hospitals (including EMS Services, Standby services and IFT Services)

GENERAL DESCRIPTION		Current Base Rates*
GROUND AMBULANCE MILEAGE	\$	14.03
BLS EMERGENCY TRANSPORT	\$	781.00
BLS NON-EMERGENCY TRANSPORT	\$	781.00
NEONATAL TRANSPORT	\$	948.20
ALS AID CALL/ASSESSMENT	\$	333.30
ALS EMERG LEVEL 1 TRANSPORT	\$	1,171.50
ALS NON-EMER LEVEL 1 TRANSPORT	\$	1,171.50
ALS EMER LEVEL 2 TRANSPORT	\$	1,171.50

*Additional Line Item Rate charges currently being billed by the current provider will be continued as well as set forth below:

GENERAL DESC	Line Item Charges
INTRAOSSEOUS INFUSION	\$ 225.50
SURGICAL AIRWAY PROCEDURE	\$ 225.50
CERVICAL COLLAR-DISP.	\$ 116.60
COLD PACK	\$ 1.00
SPLINT	\$ 25.30
PHLEBOTOMY	\$ 8.10
CARDIAC PACING	\$ 225.50
OB DELIVERY	\$ 225.50
OB KIT	\$ 138.60
OXYGEN	\$ 41.53
BULB SYRINGE	\$ 41.53
SOFT RESTRAINTS	\$ 9.90
MASK,BAG VALVE-DISPOSABLE	\$ 128.70
TRACHEAL INTUBATION	\$ 225.50
PLEURAL DECOMPRESSION	\$ 225.50
NASAL AIRWAY	\$ 25.30
GASTRIC INTUBATION	\$ 107.80
ORAL AIRWAY	\$ 25.30
D5W.25NAACL – 500 CC	\$ 192.50
D5W – 500CC	\$ 134.20
ACTIVATED CHARCOAL 25B/12	\$ 52.53
SUCTION	\$ 50.33
NARCAN 1MG	\$ 62.70
NITROPAST 3GM TUBE 2%	\$ 11.00
ATROPINE 0.3MG	\$ 104.50
BRETYLIUM 500MG	\$ 210.10
DIPHENHYDRAMINE 50MG	\$ 11.00
CALCIUM CHLORIDE 10%/10ML	\$ 91.30
EPI-PEN 1ML	\$ 216.70
DEXTROSE 50%	\$ 123.20
CARDARONE IV 50MG/ML 3ML	\$ 225.50
CARDIZEM LYO-JECT 5MG/ML5ML	\$ 162.80
DIAZEPAM 5MG	\$ 72.60
TERBUTALINE 1MG/ML	\$ 23.93
PROPOFOL	\$ 7.70
IPRATROPIUM	\$ 2.03
EPI 1:1000 UP TO 1ML	\$ 11.00
VASOPRESSIN	\$ 2.48
EPI 1:10000 UP TO 1ML	\$ 46.20
DEXAMETHASONE	\$ 2.48
DOBUTAMINE 250MG/20ML	\$ 138.60
ZOFRAN 1MG	\$ 25.30

INSTANT GLUCOSE 40%/3GM	\$	25.30
IPECAC SYRUP 30 ML	\$	16.50
FUROSEMIDE 20 MG	\$	8.80
PROMETHAZINE 50MG	\$	17.60
LIDOCAINE DRIP 1 GM	\$	254.10
LIDOCAINE BOLUS	\$	117.70
PROCAINAMIDE UP TO 1GM	\$	258.50
MORPHINE 10MG/1ML	\$	50.33
MAG SUL 50%/10ML	\$	49.23
VERAPAMIL 10MG	\$	89.10
MEPERIDINE 100MG	\$	8.80
NITROGLYCERINE TABLET .4MG	\$	3.30
OXYTOCIN 10U/ML	\$	53.90
SODIUM BICARB 10MEQ	\$	100.10
NORMAL SALINE 1000CC	\$	59.40
DOPAMINE 400MG	\$	277.20
GLUCAGON 1MG	\$	281.60
EPINEPHRINE 1:1000 30MG	\$	86.90
ADENOSINE 6MG	\$	193.60
ALCAINE 15CC	\$	121.00
ASPIRIN BABY 81MG	\$	3.30
SODIUM BICARB 50 MEQ	\$	135.30
RACEMIC EPI 2.25%	\$	91.30
SOLU-MEDROL 125 MG	\$	106.70
ETOMIDATE 40MG/20ML	\$	253.00
VERSED 2MG/2ML	\$	92.40
BANDAGE – TRIANGLE	\$	18.70
VITAMIN B1 100MG	\$	48.40
KERLIX 4”	\$	17.10
MULTI TRAUMA DRESSING	\$	17.10
SURGIPAD	\$	4.28
GAUZE PAD 4X4	\$	5.18
PETROLATUM GAUZE	\$	88.20
BURN SHEET	\$	90.20
DEFIB/CARDIOVERSION	\$	225.50
INHALANT – AMMONIA	\$	5.23
SPECIALITY CARE TRANSPORTS	\$	450.00
ALBUTEROL INHAL SOL 0.083%	\$	10.00
ALS COMMERCIAL STANDBY Per Hour	\$	175.00
ALS PUBLIC SCHOOL DISTRICT STANDBY Per hour	\$	100.00
SINGLE ALS PARAMEDIC ONLY Per Hour	\$	50.00
ALS COURTESY STANDBY FOR FIRE AND POLICE SCENE (Agency may	\$	0.00

charge any commercial payer at the ALS
COMMERCIAL STANDBY Per Hour
rate)

As a community service, Line Item Charges for Standby Services for Public School Districts shall be waived service for the first six (6) months of the Permit and shall be fifty percent (50%) of the Line Item Charges for the second months of the Permit. Thereafter, Standby Services for Public School Districts shall be one hundred percent (100%) of the Line Items Charges.

**Exhibit B
Response Zones**

Exhibit C
Standby Lease Agreement

THIS STANDBY LEASE AGREEMENT ("Lease") is entered into as of January 1, 2010, between the City of Amarillo, ("Lessee" or "City"), and American Medical Response Ambulance Service, Inc. ("Lessor" or "Agency").

WHEREAS, Lessor and Lessee have entered into an ambulance service permit ("Permit"), that permits the Lessee to takeover the ambulance services under certain conditions;

WHEREAS, in the event of Lessee's takeover of the ambulance services, Lessor desires to lease its Ambulances and certain items of equipment (collectively "Equipment") specified on Schedule A to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Lease; and

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. Lease of Equipment. Lessee leases from Lessor the Equipment specified on Schedule "A". Lessee hereby accepts the Equipment "as is" and Lessee shall be fully and completely bound by each and all of the terms and conditions hereof. Lessee acknowledges that at the time of takeover, Lessee shall fully inspect the Equipment and verify that the Equipment is in good condition and repair.
2. Conditions Precedent to Lease. The Conditions precedent to the effectiveness of this lease shall be the exercise of the authority granted to Lessee in the Section 27 titled "**Continuous Service Delivery; Takeover of Agency Ambulances**" in the Permit between Lessor and Lessee for Ambulance Services in the City of Amarillo.
3. Term. The term of this Lease shall commence upon Lessee's satisfaction of the conditions precedent in Section 2 and shall continue for the same period of time on a month-to-month basis not to exceed twelve (12) months.
4. Rent. Lessee shall pay Lessor monthly rent in advance for the Equipment in an amount equal to the fair market value of the Equipment. The fair market value of monthly rent of the Equipment shall be determined by written agreement of the Lessor and Lessee. In the event that the Lessor and Lessee cannot agree upon the fair market value of the monthly rent of Equipment, the fair market monthly rental value shall be determined by the following appraisal process. Within ten (10) days after the commencement of the Lease, each party shall select an appraiser and shall submit in writing the name of the appraiser so selected to the other party. Within twenty (20) days thereafter, the two (2) appraisers so selected by the parties shall select a third, and the three (3) appraisers shall determine the fair market value monthly rental of the Equipment and shall submit in writing their determination to both parties within ten (10) days. The three (3) appraisers' determination of the fair market value monthly rental of the Equipment shall be binding upon both Lessor and Lessee. Any nonpayment of Rent or other amounts payable under this Lease within ten (10) days of Lessor's written notice to Lessee shall bear interest at the higher rate of: (i) twelve percent (12%); or (ii) the maximum amount allowed by law.
5. Use. The Equipment will be used for operating the ambulance services. Lessee shall not remove the Equipment from City without obtaining Lessor's prior written consent.
6. Maintenance. Lessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use

excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Term those maintenance agreements with respect to the Equipment required by this Lease or hereafter required by Lessor. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor for inspection during regular business hours at the location of such Equipment.

7. **Return.** Lessee shall, at its expense, return such Equipment to Lessor in the same condition as tendered, ordinary normal wear and tear from proper use excepted.
8. **Liens.** Lessee shall not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to any Equipment. Lessee, at its expense, shall promptly pay, satisfy and take such other actions as may be necessary or reasonably requested by Lessor to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien.
9. **Risk of Loss.** Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, which shall occur prior to the return of such Equipment. In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with the Lease.
10. **Casualty.** If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.
11. **Insurance.** Lessee shall, at its sole expense, carry and maintain for all of the Equipment, insurance against such risks. Within five (5) days of Lessee taking possession and control of the Equipment, and, from time-to-time at Lessor's request, Lessee shall deliver to Lessor certificates of insurance or proof of self insurance or other evidence satisfactory to Lessor showing that such insurance coverage is and will remain in effect in accordance with Lessee's obligations under this Section. Lessor shall be an "Added Insured" to Lessee's policy. Notwithstanding anything in this Lease, Lessee shall expressly indemnify and hold the Lessor harmless from and against all liability, claims and costs resulting from or alleged to result from any of negligence or willful misconduct related to Lessee's operation of the Equipment.
12. **Taxes and Fees.** Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Lease or the Equipment.
13. **Limited Warranty.** LESSOR, NOT BEING THE MANUFACTURER OR VENDOR OF THE EQUIPMENT, MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT.
14. **Events of Default.** Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if: (i) Lessee fails to make any Rent payment as it becomes due in accordance with the terms of this Lease and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor; or (ii) Lessee violates any covenant, term, or provision of this Lease, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor.

15. **Remedies.** If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor at its option, may:
- a. proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, or
 - b. by notice to Lessee immediately terminate this Lease, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Lease as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Lease only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee to use such Equipment for any purposes whatsoever.
16. **Notices.** Any consent, instruction or notice required or permitted to be given under this Lease shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor or Lessee, as the case may be, at their respective addresses set forth in the Permit or at such other address as Lessor or Lessee shall from time to time designate to the other party by notice similarly given.
17. **Miscellaneous.** This Lease (including the Schedule A hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state of Texas, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties.

[Signature page follows]

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

CITY OF AMARILLO

By: _____
City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE, INC., D/B/A
AMARILLO MEDICAL SERVICES**

By: _____
Edward Van Horne, Region CEO

Schedule A
Ambulances and Equipment

[TO BE INSERTED]

AMS Response Times by Zone

Reporting Period: October 2016

<u>Northwest Zone</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	<u>Average Response Time</u>
Priority 1	142	135	7	95.1%	0:05:53
Priority 2 & 3	396	358	38	90.4%	0:15:53
	538	493	45	91.6%	
<u>Northeast Zone</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	142	132	10	93.0%	0:05:14
Priority 2 & 3	339	314	25	92.6%	0:10:13
	481	446	35	92.7%	
<u>Southwest Zone</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	143	137	6	95.8%	0:05:18
Priority 2 & 3	342	321	21	93.9%	0:13:05
	485	458	27	94.4%	
<u>Southeast Zone</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	138	126	12	91.3%	0:11:24
Priority 2 & 3	384	334	50	87.0%	0:15:13
	522	460	62	88.1%	
<u>Airport</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	7	3	4	42.9%	0:09:24
Priority 2 & 3	16	12	4	75.0%	0:10:18
	23	15	8	65.2%	
<u>Northeast Zone & Airport</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	149	135	14	90.6%	0:07:19
Priority 2 & 3	355	326	29	91.8%	0:10:16
	504	461	43	91.5%	
<u>Overall</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	572	533	39	93.2%	0:07:27
Priority 2 & 3	1477	1339	138	90.7%	0:12:56
	2049	1872	177	91.4%	

AMS Transfer Response Times by Zone

Reporting Period: October 2016

<u>All Zones</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	<u>Average Response Time</u>
Priority 4	82	78	4	95.1%	0:11:05
Priority 5	175	165	10	94.3%	0:08:57
Priority 6	4	4	0	100.0%	0:10:00
Priority 7	12	12	0	100.0%	0:19:36
	<u>273</u>	<u>259</u>	<u>14</u>	<u>94.9%</u>	

AMS Response Times by Zone

Reporting Period: November 2016

<u>Northwest Zone</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	<u>Average Response Time</u>
Priority 1	139	130	9	93.5%	0:05:35
Priority 2 & 3	335	305	30	91.0%	0:06:38
	474	435	39	91.8%	
<u>Northeast Zone</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	139	132	7	95.0%	0:04:51
Priority 2 & 3	322	298	24	92.5%	0:08:26
	461	430	31	93.3%	
<u>Southwest Zone</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	150	143	7	95.3%	0:10:02
Priority 2 & 3	320	304	16	95.0%	0:10:33
	470	447	23	95.1%	
<u>Southeast Zone</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	128	121	7	94.5%	0:06:15
Priority 2 & 3	310	281	29	90.6%	0:11:58
	438	402	36	91.8%	
<u>Airport</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	6	5	1	83.3%	0:08:32
Priority 2 & 3	15	10	5	66.7%	0:11:41
	21	15	6	71.4%	
<u>Northeast Zone & Airport</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	145	137	8	94.5%	0:06:41
Priority 2 & 3	337	308	29	91.4%	0:10:03
	482	445	37	92.3%	
<u>Overall</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	562	531	31	94.5%	0:07:03
Priority 2 & 3	1302	1198	104	92.0%	0:09:51
	1864	1729	135	92.8%	

AMS Transfer Response Times by Zone

Reporting Period: November 2016

<u>All Zones</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	<u>Average Response Time</u>
Priority 4	57	54	3	94.7%	0:09:16
Priority 5	150	137	13	91.3%	0:14:27
Priority 6	7	7	0	100.0%	0:07:52
Priority 7	13	12	1	92.3%	0:14:41
	<hr/> 227	<hr/> 210	<hr/> 17	<hr/> 92.5%	

AMS Response Times by Zone

Reporting Period: December 2016

<u>Northwest Zone</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	<u>Average Response Time</u>
Priority 1	151	144	7	95.4%	0:10:28
Priority 2 & 3	350	314	36	89.7%	0:13:07
	501	458	43	91.4%	
<u>Northeast Zone</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	153	140	13	91.5%	0:10:33
Priority 2 & 3	344	314	30	91.3%	0:10:30
	497	454	43	91.3%	
<u>Southwest Zone</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	163	158	5	96.9%	0:05:10
Priority 2 & 3	382	363	19	95.0%	0:06:24
	545	521	24	95.6%	
<u>Southeast Zone</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	152	134	18	88.2%	0:11:17
Priority 2 & 3	362	316	46	87.3%	0:11:46
	514	450	64	87.5%	
<u>Airport</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	5	3	2	60.0%	0:09:30
Priority 2 & 3	21	15	6	71.4%	0:13:15
	26	18	8	69.2%	
<u>Northeast Zone & Airport</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	158	143	15	90.5%	0:10:02
Priority 2 & 3	365	329	36	90.1%	0:11:53
	523	472	51	90.2%	
<u>Overall</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	
Priority 1	624	579	45	92.8%	0:09:24
Priority 2 & 3	1459	1322	137	90.6%	0:11:01
	2083	1901	182	91.3%	

AMS Transfer Response Times by Zone

Reporting Period: December 2016

<u>All Zones</u>	<u># Calls</u>	<u># On Time</u>	<u># Late</u>	<u>% Compliant</u>	<u>Average Response Time</u>
Priority 4	67	63	4	94.0%	0:32:47
Priority 5	132	128	4	97.0%	0:09:22
Priority 6	6	6	0	100.0%	0:06:35
Priority 7	22	22	0	100.0%	0:15:37
	<hr/> 227	<hr/> 219	<hr/> 8	<hr/> 96.5%	

AMR BILLABLE RATES

PROCEDURE DESCRIPTION	2010	2011	2012	2013	2014	2015	2016	2017 ORDINARY INC	2017 EXTRAORDINARY INC	DIFFERENCE
ALS NON-EMERGENT BASE RATE	\$ 1,171.50	\$ 1,212.50	\$ 1,258.23	\$ 1,279.52	\$ 1,298.94	\$ 1,321.02	\$ 1,323.60	\$ 1,337.69	\$ 1,376.54	\$ 38.85
ALS EMERGENCY BASE RATE	\$ 1,171.50	\$ 1,212.50	\$ 1,258.23	\$ 1,279.52	\$ 1,298.94	\$ 1,321.02	\$ 1,323.60	\$ 1,337.69	\$ 1,376.54	\$ 38.85
ALS LEVEL 2	\$ 1,171.50	\$ 1,212.50	\$ 1,258.23	\$ 1,279.52	\$ 1,298.94	\$ 1,321.02	\$ 1,323.60	\$ 1,337.69	\$ 1,376.54	\$ 38.85
SCT BASE RATE	\$ 1,230.99	\$ 1,274.07	\$ 1,322.12	\$ 1,344.49	\$ 1,364.90	\$ 1,388.10	\$ 1,390.81	\$ 1,405.62	\$ 1,446.44	\$ 40.82
ALS BASE IMMEDIATE	\$ 1,171.50	\$ 1,212.50	\$ 1,258.23	\$ 1,279.52	\$ 1,298.94	\$ 1,321.02	\$ 1,323.60	\$ 1,337.69	\$ 1,376.54	\$ 38.85
ALS EMERGENCY NO SPECIAL SVC	\$ 1,171.50	\$ 1,212.50	\$ 1,258.23	\$ 1,279.52	\$ 1,298.94	\$ 1,321.02	\$ 1,323.60	\$ 1,337.69	\$ 1,376.54	\$ 38.85
ALS FROM ER	\$ 1,171.50	\$ 1,212.50	\$ 1,258.23	\$ 1,279.52	\$ 1,298.94	\$ 1,321.02	\$ 1,323.60	\$ 1,337.69	\$ 1,376.54	\$ 38.85
ALS EMERGENCY MANDATED	\$ 1,171.50	\$ 1,212.50	\$ 1,258.23	\$ 1,279.52	\$ 1,298.94	\$ 1,321.02	\$ 1,323.60	\$ 1,337.69	\$ 1,376.54	\$ 38.85
BLS NON-EMERGENT BASE RATE	\$ 781.00	\$ 808.34	\$ 838.82	\$ 853.01	\$ 865.96	\$ 880.68	\$ 882.40	\$ 891.79	\$ 917.69	\$ 25.90
BLS BASE RATE	\$ 781.00	\$ 808.34	\$ 838.82	\$ 853.01	\$ 865.96	\$ 880.68	\$ 882.40	\$ 891.79	\$ 917.69	\$ 25.90
BLS FROM ER	\$ 781.00	\$ 808.34	\$ 838.82	\$ 853.01	\$ 865.96	\$ 880.68	\$ 882.40	\$ 891.79	\$ 917.69	\$ 25.90
TREAT AND RELEASE	\$ 333.30	\$ 344.97	\$ 357.97	\$ 364.03	\$ 369.56	\$ 375.84	\$ 376.57	\$ 380.58	\$ 391.64	\$ 11.05
BLS BASE IMMEDIATE	\$ 781.00	\$ 808.34	\$ 838.82	\$ 853.01	\$ 865.96	\$ 880.68	\$ 882.40	\$ 891.79	\$ 917.69	\$ 25.90
BLS RETURN TRIP	\$ 781.00	\$ 808.34	\$ 838.82	\$ 853.01	\$ 865.96	\$ 880.68	\$ 882.40	\$ 891.79	\$ 917.69	\$ 25.90
NEONATAL NON-EMERGENCY BASE	\$ 948.20	\$ 981.39	\$ 1,018.40	\$ 1,035.63	\$ 1,051.35	\$ 1,069.22	\$ 1,071.31	\$ 1,082.71	\$ 1,114.16	\$ 31.44
NEONATAL EMERGENCY BASE	\$ 948.20	\$ 981.39	\$ 1,018.40	\$ 1,035.63	\$ 1,051.35	\$ 1,069.22	\$ 1,071.31	\$ 1,082.71	\$ 1,114.16	\$ 31.44
MILEAGE	\$ 14.03	\$ 14.52	\$ 15.07	\$ 15.32	\$ 15.56	\$ 15.82	\$ 15.85	\$ 16.02	\$ 16.49	\$ 0.47
NON COVERED EXCESS MILEAGE	\$ 14.03	\$ 14.52	\$ 15.07	\$ 15.32	\$ 15.56	\$ 15.82	\$ 15.85	\$ 16.02	\$ 16.49	\$ 0.47
MILEAGE RETURN	\$ 14.03	\$ 14.52	\$ 15.07	\$ 15.32	\$ 15.56	\$ 15.82	\$ 15.85	\$ 16.02	\$ 16.49	\$ 0.47
OXYGEN	\$ 41.53	\$ 42.98	\$ 44.60	\$ 45.36	\$ 46.04	\$ 46.83	\$ 46.92	\$ 47.42	\$ 47.42	\$ -
NASAL AIRWAY	\$ 2.75	\$ 2.85	\$ 2.96	\$ 3.01	\$ 3.05	\$ 3.11	\$ 3.11	\$ 3.14	\$ 3.14	\$ -
ORAL AIRWAY	\$ 2.75	\$ 2.85	\$ 2.96	\$ 3.01	\$ 3.05	\$ 3.11	\$ 3.11	\$ 3.14	\$ 3.14	\$ -
IO SUPPLIES	\$ 225.50	\$ 233.39	\$ 242.19	\$ 246.29	\$ 250.03	\$ 254.28	\$ 254.77	\$ 257.49	\$ 257.49	\$ -
OB SUPPLIES	\$ 65.00	\$ 67.28	\$ 69.82	\$ 71.00	\$ 72.08	\$ 73.30	\$ 73.44	\$ 74.23	\$ 74.23	\$ -
EXTREMITY SPLINTING	\$ 12.50	\$ 12.94	\$ 13.43	\$ 13.66	\$ 13.86	\$ 14.10	\$ 14.13	\$ 14.28	\$ 14.28	\$ -
SUCTION SUPPLIES	\$ 50.33	\$ 52.09	\$ 54.05	\$ 54.97	\$ 55.80	\$ 56.75	\$ 56.86	\$ 57.47	\$ 57.47	\$ -
BLOOD DRAW SUPPLIES	\$ 8.10	\$ 8.38	\$ 8.70	\$ 8.84	\$ 8.98	\$ 9.13	\$ 9.15	\$ 9.25	\$ 9.25	\$ -
BURN SHEET SUPPLIES	\$ 40.00	\$ 41.40	\$ 42.96	\$ 43.69	\$ 44.35	\$ 45.11	\$ 45.19	\$ 45.67	\$ 45.67	\$ -
BULB SYRINGE	\$ 1.50	\$ 1.55	\$ 1.61	\$ 1.64	\$ 1.66	\$ 1.69	\$ 1.69	\$ 1.71	\$ 1.71	\$ -
BAG VALVE MASK DISP UNIT	\$ 128.70	\$ 133.20	\$ 138.22	\$ 140.56	\$ 142.70	\$ 145.12	\$ 145.40	\$ 146.95	\$ 146.95	\$ -
CARDIAC PACING SUPPLIES	\$ 225.50	\$ 233.39	\$ 242.19	\$ 246.29	\$ 250.03	\$ 254.28	\$ 254.77	\$ 257.49	\$ 257.49	\$ -
CERVICAL COLLAR	\$ 35.50	\$ 36.74	\$ 38.13	\$ 38.77	\$ 39.36	\$ 40.03	\$ 40.11	\$ 40.53	\$ 40.53	\$ -
PETROLATUM GAUZE	\$ 35.50	\$ 36.74	\$ 38.13	\$ 38.77	\$ 39.36	\$ 40.03	\$ 40.11	\$ 40.53	\$ 40.53	\$ -
KERLIX ROLL	\$ 2.50	\$ 2.59	\$ 2.69	\$ 2.73	\$ 2.77	\$ 2.82	\$ 2.83	\$ 2.86	\$ 2.86	\$ -
MULTI TRAUMA DRESSING	\$ 12.50	\$ 12.94	\$ 13.43	\$ 13.66	\$ 13.86	\$ 14.10	\$ 14.13	\$ 14.28	\$ 14.28	\$ -
SOFT RESTRAINTS	\$ 3.30	\$ 3.42	\$ 3.55	\$ 3.61	\$ 3.66	\$ 3.73	\$ 3.73	\$ 3.77	\$ 3.77	\$ -
TRIANGULAR BANDAGE	\$ 3.50	\$ 3.62	\$ 3.76	\$ 3.82	\$ 3.88	\$ 3.94	\$ 3.95	\$ 3.99	\$ 3.99	\$ -
MINOR DRESSING BLS	\$ 1.75	\$ 1.81	\$ 1.88	\$ 1.91	\$ 1.94	\$ 1.97	\$ 1.98	\$ 2.00	\$ 2.00	\$ -
HOT/COLD PACK BLS	\$ 1.00	\$ 1.04	\$ 1.08	\$ 1.10	\$ 1.11	\$ 1.13	\$ 1.14	\$ 1.15	\$ 1.15	\$ -
ACTIVATED CHARCOAL	\$ 25.50	\$ 26.39	\$ 27.39	\$ 27.85	\$ 28.27	\$ 28.75	\$ 28.81	\$ 29.11	\$ 29.11	\$ -
ADENOSINE	\$ 193.60	\$ 200.38	\$ 207.94	\$ 211.45	\$ 214.66	\$ 218.31	\$ 218.74	\$ 221.07	\$ 221.07	\$ -

AMR BILLABLE RATES

PROCEDURE DESCRIPTION	2010	2011	2012	2013	2014	2015	2016	2017 ORDINARY INC	2017 EXTRAORDINARY INC	DIFFERENCE
ALBUTEROL	\$ 10.00	\$ 10.35	\$ 10.74	\$ 10.92	\$ 11.09	\$ 11.28	\$ 11.30	\$ 11.42	\$ 11.42	\$ -
AMIODARONE	\$ 225.50	\$ 233.39	\$ 242.19	\$ 246.29	\$ 250.03	\$ 254.28	\$ 254.77	\$ 257.49	\$ 257.49	\$ -
ASPIRIN	\$ 3.30	\$ 3.42	\$ 3.55	\$ 3.61	\$ 3.66	\$ 3.73	\$ 3.73	\$ 3.77	\$ 3.77	\$ -
ATROPINE	\$ 104.50	\$ 108.16	\$ 112.24	\$ 114.14	\$ 115.87	\$ 117.84	\$ 118.07	\$ 119.33	\$ 119.33	\$ -
BRETYLIUM 500MG PLS	\$ 210.10	\$ 217.45	\$ 225.65	\$ 229.47	\$ 232.95	\$ 236.91	\$ 237.37	\$ 239.90	\$ 239.90	\$ -
DIPHENHYDRAMINE	\$ 11.00	\$ 11.39	\$ 11.82	\$ 12.02	\$ 12.20	\$ 12.41	\$ 12.43	\$ 12.57	\$ 12.57	\$ -
DOPAMINE	\$ 277.20	\$ 286.90	\$ 297.72	\$ 302.76	\$ 307.35	\$ 312.58	\$ 313.19	\$ 316.52	\$ 316.52	\$ -
EPINEPHRINE 1 1000 MDV 30ML	\$ 86.90	\$ 89.94	\$ 93.33	\$ 94.91	\$ 96.35	\$ 97.99	\$ 98.18	\$ 99.23	\$ 99.23	\$ -
EPINEPHRINE 1 10000 PLS	\$ 46.20	\$ 47.82	\$ 49.62	\$ 50.46	\$ 51.23	\$ 52.10	\$ 52.20	\$ 52.76	\$ 52.76	\$ -
EPINEPHRINE 1 1000 AMP	\$ 11.00	\$ 11.39	\$ 11.82	\$ 12.02	\$ 12.20	\$ 12.41	\$ 12.43	\$ 12.57	\$ 12.57	\$ -
GLUCAGON	\$ 281.60	\$ 291.46	\$ 302.45	\$ 307.57	\$ 312.24	\$ 317.55	\$ 318.16	\$ 321.55	\$ 321.55	\$ -
INSTA-GLUCOSE	\$ 12.50	\$ 12.94	\$ 13.43	\$ 13.66	\$ 13.86	\$ 14.10	\$ 14.13	\$ 14.28	\$ 14.28	\$ -
SYRUP OF IPECAC	\$ 16.50	\$ 17.08	\$ 17.72	\$ 18.02	\$ 18.30	\$ 18.61	\$ 18.64	\$ 18.84	\$ 18.84	\$ -
LIDOCAINE DRIP	\$ 254.10	\$ 262.99	\$ 272.91	\$ 277.52	\$ 281.74	\$ 286.53	\$ 287.09	\$ 290.14	\$ 290.14	\$ -
LIDOCAINE PLS	\$ 117.70	\$ 121.82	\$ 126.41	\$ 128.55	\$ 130.50	\$ 132.72	\$ 132.98	\$ 134.40	\$ 134.40	\$ -
MAGNESIUM SULFATE	\$ 49.23	\$ 50.95	\$ 52.87	\$ 53.77	\$ 54.58	\$ 55.51	\$ 55.62	\$ 56.21	\$ 56.21	\$ -
MORPHINE	\$ 50.33	\$ 52.09	\$ 54.05	\$ 54.97	\$ 55.80	\$ 56.75	\$ 56.86	\$ 57.47	\$ 57.47	\$ -
NARCAN	\$ 62.70	\$ 64.89	\$ 67.34	\$ 68.48	\$ 69.52	\$ 70.70	\$ 70.84	\$ 71.59	\$ 71.59	\$ -
NITROGLYCERIN OINTMENT	\$ 11.00	\$ 11.39	\$ 11.82	\$ 12.02	\$ 12.20	\$ 12.41	\$ 12.43	\$ 12.57	\$ 12.57	\$ -
NORMAL SALINE	\$ 59.40	\$ 61.48	\$ 63.80	\$ 64.88	\$ 65.86	\$ 66.98	\$ 67.11	\$ 67.83	\$ 67.83	\$ -
PROCAINAMIDE	\$ 258.50	\$ 267.55	\$ 277.64	\$ 282.34	\$ 286.62	\$ 291.50	\$ 292.06	\$ 295.17	\$ 295.17	\$ -
PROMETHAZINE	\$ 17.60	\$ 18.22	\$ 18.91	\$ 19.23	\$ 19.52	\$ 19.85	\$ 19.89	\$ 20.10	\$ 20.10	\$ -
SODIUM BICARBONATE	\$ 100.10	\$ 103.60	\$ 107.51	\$ 109.33	\$ 110.99	\$ 112.87	\$ 113.09	\$ 114.30	\$ 114.30	\$ -
SODIUM BICARBONATE	\$ 135.30	\$ 140.04	\$ 145.32	\$ 147.78	\$ 150.02	\$ 152.57	\$ 152.87	\$ 154.50	\$ 154.50	\$ -
VERAPAMIL 5MG PLS	\$ 89.10	\$ 92.22	\$ 95.70	\$ 97.32	\$ 98.79	\$ 100.47	\$ 100.67	\$ 101.74	\$ 101.74	\$ -
VERSED	\$ 92.40	\$ 95.63	\$ 99.24	\$ 100.92	\$ 102.45	\$ 104.19	\$ 104.39	\$ 105.50	\$ 105.50	\$ -
DEXTROSE 50% 50ML	\$ 123.20	\$ 127.51	\$ 132.32	\$ 134.56	\$ 136.60	\$ 138.92	\$ 139.19	\$ 140.68	\$ 140.68	\$ -
RACEMIC EPI/VAPONEFRIN	\$ 91.30	\$ 94.50	\$ 98.06	\$ 99.72	\$ 101.24	\$ 102.96	\$ 103.16	\$ 104.26	\$ 104.26	\$ -
ALCAINE EYE DROPS	\$ 121.00	\$ 125.24	\$ 129.96	\$ 132.16	\$ 134.17	\$ 136.45	\$ 136.71	\$ 138.17	\$ 138.17	\$ -
D5W 25NACL-500CC	\$ 192.50	\$ 199.24	\$ 206.75	\$ 210.25	\$ 213.44	\$ 217.07	\$ 217.50	\$ 219.81	\$ 219.81	\$ -
D5W-500CC	\$ 134.20	\$ 138.90	\$ 144.14	\$ 146.58	\$ 148.80	\$ 151.33	\$ 151.63	\$ 153.24	\$ 153.24	\$ -
PROPOFOL	\$ 7.70	\$ 7.97	\$ 8.27	\$ 8.41	\$ 8.54	\$ 8.68	\$ 8.70	\$ 8.79	\$ 8.79	\$ -
IPRATROPIUM	\$ 2.03	\$ 2.10	\$ 2.18	\$ 2.22	\$ 2.25	\$ 2.29	\$ 2.29	\$ 2.32	\$ 2.32	\$ -
VASOPRESSIN	\$ 2.48	\$ 2.57	\$ 2.67	\$ 2.71	\$ 2.75	\$ 2.80	\$ 2.81	\$ 2.84	\$ 2.84	\$ -
ETOMIDATE 40MG/20ML	\$ 253.00	\$ 261.86	\$ 271.73	\$ 276.33	\$ 280.53	\$ 285.30	\$ 285.85	\$ 288.90	\$ 288.90	\$ -
CARDIZEM LYO-JECT	\$ 162.80	\$ 168.50	\$ 174.85	\$ 177.81	\$ 180.51	\$ 183.58	\$ 183.94	\$ 185.90	\$ 185.90	\$ -
AMMONIA INHALENT	\$ 1.75	\$ 1.81	\$ 1.88	\$ 1.91	\$ 1.94	\$ 1.97	\$ 1.98	\$ 2.00	\$ 2.00	\$ -
EPI-PEN 1ML	\$ 155.50	\$ 160.94	\$ 167.01	\$ 169.83	\$ 172.41	\$ 175.34	\$ 175.69	\$ 177.56	\$ 177.56	\$ -
TERBUTALINE 1MG/ML	\$ 23.93	\$ 24.77	\$ 25.70	\$ 26.14	\$ 26.54	\$ 26.99	\$ 27.04	\$ 27.33	\$ 27.33	\$ -
DOBUTAMINE	\$ 138.60	\$ 143.45	\$ 148.86	\$ 151.38	\$ 153.68	\$ 156.29	\$ 156.59	\$ 158.26	\$ 158.26	\$ -
CALCIUM CHLORIDE 10% PFS	\$ 91.30	\$ 94.50	\$ 98.06	\$ 99.72	\$ 101.24	\$ 102.96	\$ 103.16	\$ 104.26	\$ 104.26	\$ -

AMR BILLABLE RATES

PROCEDURE DESCRIPTION	2010	2011	2012	2013	2014	2015	2016	2017 ORDINARY INC	2017 EXTRAORDINARY INC	DIFFERENCE
DEMEROL 100MG 1ML AMP	\$ 8.80	\$ 9.11	\$ 9.45	\$ 9.61	\$ 9.76	\$ 9.93	\$ 9.94	\$ 10.05	\$ 10.05	\$ -
DEXAMETHASONE SOD PHOS 4MG/ML	\$ 2.48	\$ 2.57	\$ 2.67	\$ 2.71	\$ 2.75	\$ 2.80	\$ 2.81	\$ 2.84	\$ 2.84	\$ -
DIAZEPAM	\$ 72.60	\$ 75.14	\$ 77.97	\$ 79.29	\$ 80.50	\$ 81.86	\$ 82.02	\$ 82.90	\$ 82.90	\$ -
FUROSEMIDE 20MG	\$ 8.80	\$ 9.11	\$ 9.45	\$ 9.61	\$ 9.76	\$ 9.93	\$ 9.94	\$ 10.05	\$ 10.05	\$ -
NITRO TABS	\$ 3.30	\$ 3.42	\$ 3.55	\$ 3.61	\$ 3.66	\$ 3.73	\$ 3.73	\$ 3.77	\$ 3.77	\$ -
OXYTOCIN 10U/ML 1ML (PITOCIN)	\$ 53.90	\$ 55.79	\$ 57.89	\$ 58.87	\$ 59.77	\$ 60.78	\$ 60.90	\$ 61.55	\$ 61.55	\$ -
SOLU-MEDROL 125MG ACT-O-VIAL	\$ 106.70	\$ 110.43	\$ 114.59	\$ 116.53	\$ 118.30	\$ 120.31	\$ 120.55	\$ 121.83	\$ 121.83	\$ -
THIAMINE HCL INJ 100MG VIAL	\$ 48.40	\$ 50.09	\$ 51.98	\$ 52.86	\$ 53.66	\$ 54.57	\$ 54.68	\$ 55.26	\$ 55.26	\$ -
ZOFRAN 2MG/ML SDV	\$ 25.30	\$ 26.19	\$ 27.18	\$ 27.64	\$ 28.06	\$ 28.53	\$ 28.59	\$ 28.89	\$ 28.89	\$ -
INTUBATION PROCEDURES	\$ 225.50	\$ 233.39	\$ 242.19	\$ 246.29	\$ 250.03	\$ 254.28	\$ 254.77	\$ 257.49	\$ 257.49	\$ -
PLEURAL DECOMPRESSION	\$ 225.50	\$ 233.39	\$ 242.19	\$ 246.29	\$ 250.03	\$ 254.28	\$ 254.77	\$ 257.49	\$ 257.49	\$ -
OB DELIVERY PROCEDURES	\$ 225.50	\$ 233.39	\$ 242.19	\$ 246.29	\$ 250.03	\$ 254.28	\$ 254.77	\$ 257.49	\$ 257.49	\$ -
CONTINUOUS POSITIVE AIRWAY PRE	\$ 102.50	\$ 106.09	\$ 110.09	\$ 111.95	\$ 113.65	\$ 115.58	\$ 115.81	\$ 117.04	\$ 117.04	\$ -
SURGICAL AIRWAY PROCEDURE	\$ 225.50	\$ 233.39	\$ 242.19	\$ 246.29	\$ 250.03	\$ 254.28	\$ 254.77	\$ 257.49	\$ 257.49	\$ -
GASTRIC INTUBATION	\$ 107.80	\$ 111.57	\$ 115.78	\$ 117.74	\$ 119.52	\$ 121.56	\$ 121.79	\$ 123.09	\$ 123.09	\$ -
DEFIBRILATION PROCEDURE	\$ 225.50	\$ 233.39	\$ 242.19	\$ 246.29	\$ 250.03	\$ 254.28	\$ 254.77	\$ 257.49	\$ 257.49	\$ -
DEXTROSE 10% Solution	\$ -	\$ -	\$ 132.32	\$ 134.56	\$ 136.60	\$ 138.92	\$ 139.19	\$ 140.68	\$ 140.68	\$ -
KETAMINE	\$ -	\$ -	\$ 271.73	\$ 276.33	\$ 280.52	\$ 285.29	\$ 285.85	\$ 288.89	\$ 288.89	\$ -

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

On the 9th day of January, 2017, the Amarillo Planning and Zoning Commission met in a work session at 2:45 PM to review agenda items, then convened in regular session at 3:00 PM in the City Council Chamber on the third floor of City Hall, 509 East 7th Avenue, Amarillo, Texas, with the following members present:

VOTING MEMBERS	PRESENT	NO. MEETINGS HELD	NO. MEETINGS ATTENDED
Mike Good, Vice-Chairman	Y	110	78
Dean Bedwell	Y	195	184
Rob Parker, Chairman	Y	63	51
Rick Thomason	Y	33	28
Bowden Jones	Y	24	18
Dick Ford	Y	8	7
Terry Harman	Y	7	7

PLANNING DEPARTMENT STAFF:

AJ Fawver, AICP, CNU-A, Planning Director
 Cody Balzen, Planner I

Jeffrey English, Planner I
 David Soto, Planner I

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

ITEM 1: Approval of the minutes of the December 19, 2016 meeting

A motion to approve the minutes of the December 19, 2016 meeting was made by Commissioner Bedwell, seconded by Commissioner Thomason, and carried unanimously.

ITEM 2: P-16-113 Town Square Unit No. 6, an addition to the City of Amarillo, being a replat of a portion of Lot 3 and Lot 13, Block 1, Town Square Unit No.1 and an unplatted tract of land in Section 63, Block 9, BS&F Survey, Randall County, Texas. (7.79acres)(Vicinity: Town Square Blvd & Mckenna Sq.)
 DEVELOPER(S): Seth Williams
 SURVEYOR: Daryl Furman

A motion to approve P-16-113 was made by Commissioner Thomason, seconded by Commissioner Good and carried unanimously.

ITEM 3: Possible action and consideration on an amendment to the 2010 Future Land Use and Character Map, a component of the Amarillo Comprehensive Plan, in the area of South Western Street from Canyon Drive to West Sundown Lane.

Ms. Fawver presented the item. (A copy of the presentation is part of the minute record.)

Chairman Parker asked if anyone wanted to speak in favor of this item. Chris Durham, 6037 Ward, spoke in favor of proposal #1. Dave Thompson, 604 N. Shore, spoke in favor of the proposals, and stated his appreciation of the process. Bob Garrett, 7 Willow Bridge Dr, inquired if the amendment passes, what is the process for an applicant requesting rezoning of a piece of property. Ms. Fawver advised state law does require the City to zone in accordance to the approved Comprehensive Plan. Ms. Fawver stated within each type of classification there are different types of uses that fall within the classification.

Chairman Parker asked if anyone wanted to speak against this item. Debora Shafer, Rhine Ave., voiced concerns with proposals 3 and 4, stating she would prefer the sites remain residential. Ms. Shafer stated she feels businesses should not be located adjacent to the loop and feels businesses are given a higher priority over residential owners. Ms. Shafer asked the Commissioners to table this item pending additional community involvement. Josh Whitney, 4214 Catalpa Ln, voiced concerns with proposal 1, stating he feels the site should remain

residential zoning. Mr. Whitney feels the proposed Business Park zoning could potentially create privacy and drainage issues. Kim Hartman, 4300 Catalpa Ln, voiced concerns with proposal 1, and wants the area to remain residential zoning. Ms. Hartman stated she feels the area will be more congested. Ms. Hartman also spoke in favor of proposal 2. Wendell Turner, 6034 S. Western, voiced concerns with proposal 1, with potential privacy and drainage issues. Dr. Parker, 6053 Warrick, asked for proposal 1 to be excluded from the amendment, leaving the area as residential zoning. Martha Cannon, 8218 Goodnight Trl., voiced concerns with proposals 1 and 3. Ms. Cannon stated her concerns stem from the close proximity of the schools to area 3 and possible additional congestion from the schools and churches. Commissioner Good mentioned he thought the current residential zoning actually created more congestion.

Chairman Parker asked if anyone wanted to speak as a rebuttal in favor of this item. Mr. Thompson again spoke in favor of all proposals, and mentioned residents would not be in favor of living beside the loop.

Chairman Parker advised anyone wanting to speak as a rebuttal against this item had already spoken twice.

Commissioner Harman asked Ms. Fawver if the proposed amendment is approved would any of the 4 proposals be rezoned. Ms. Fawver stated no, the zoning would not be changed. If a property owner is using a parcel as residential, the property would remain so indefinitely, or until the owner applies for rezoning. This proposed amendment is only to assess future submitted zoning applications. Commissioner Ford asked why the area between proposal 3 and 4 is being left as residential zoning. Ms. Fawver advised, per our Comprehensive Plan, it is not a sustainable practice to have an entire corridor zoned for commercial usage. It is better to keep the commercial activity to the corners along the major intersections. The remainder of the corridor should have a mixed use variety of zoning, such as residential and offices. Commissioner Good recommended tabling the item and re-distributing the information for further education purposes. Commissioner Bowden suggested if proposal 2 is approved and the other proposals are tabled, to have an additional public meeting as well.

A motion to approve proposal 2, table proposals 1, 3 and 4, was made by Commissioner Ford, second by Commissioner Good, and carried unanimously.

ITEM 4: Z-17-03 Rezoning of a 6.53 acre portion of land out of Lot 8, South Side Acres Unit No. 1, in Section 230, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 (R-1) to General Retail District (GR). (6.53 Acres) (Vicinity: Western St. & Catalpa Ln.)
APPLICANT: Keller Williams Realtor

Mr. Balzen advised the applicant is proposing the zoning change in order to develop the site with commercial retail use. Mr. Balzen stated with the passing of proposal 2, in the above Item 3 of today's agenda, the request is consistent with the Comprehensive Plan and also consistent with the zoning patterns that occur with the location. Mr. Balzen stated staff believes the request is appropriate and recommends approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor of said request. Dave Thompson, 604 N. Shore, spoke in favor of this request. Mr. Thompson advised he owns property adjacent to the site and the rezoning could possibly help with improvements along Catalpa Ln.

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

A motion to approve Z-17-03 was made by Commissioner Good, seconded by Commissioner Bedwell, and carried unanimously.

ITEM 5: Z-17-02 Rezoning of a 19.12 acre tract of land in Section 62, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District (A) to General Retail District (GR). (19.12 Acres) (Vicinity: Soncy Rd. & Anton Kuster Ave.)
APPLICANT: Jeremy Cheatham

Mr. English advised the applicant is proposing the zoning change in order to build a retail center including a retail anchor. Mr. English stated staff believes the request is appropriate and recommends approval as submitted.

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

A motion to approve Z-17-02 was made by Commissioner Ford, seconded by Commissioner Jones, and carried unanimously.

ITEM 6: Public Forum: Time is reserved for any citizen to comment on City zoning or planning concerns; however, the Commission can take no action on any issue raised.

No comments were made.

ITEM 7: Planning Director's Report.

Ms. Fawver gave a Director's Report and there were no questions.

ITEM 8: Discuss Items for Future Agendas.

No further comments were made and the meeting was adjourned at 4:24 P.M.



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

FUTURE LAND USE & CHARACTER MAP AMENDMENTS - PROCESS

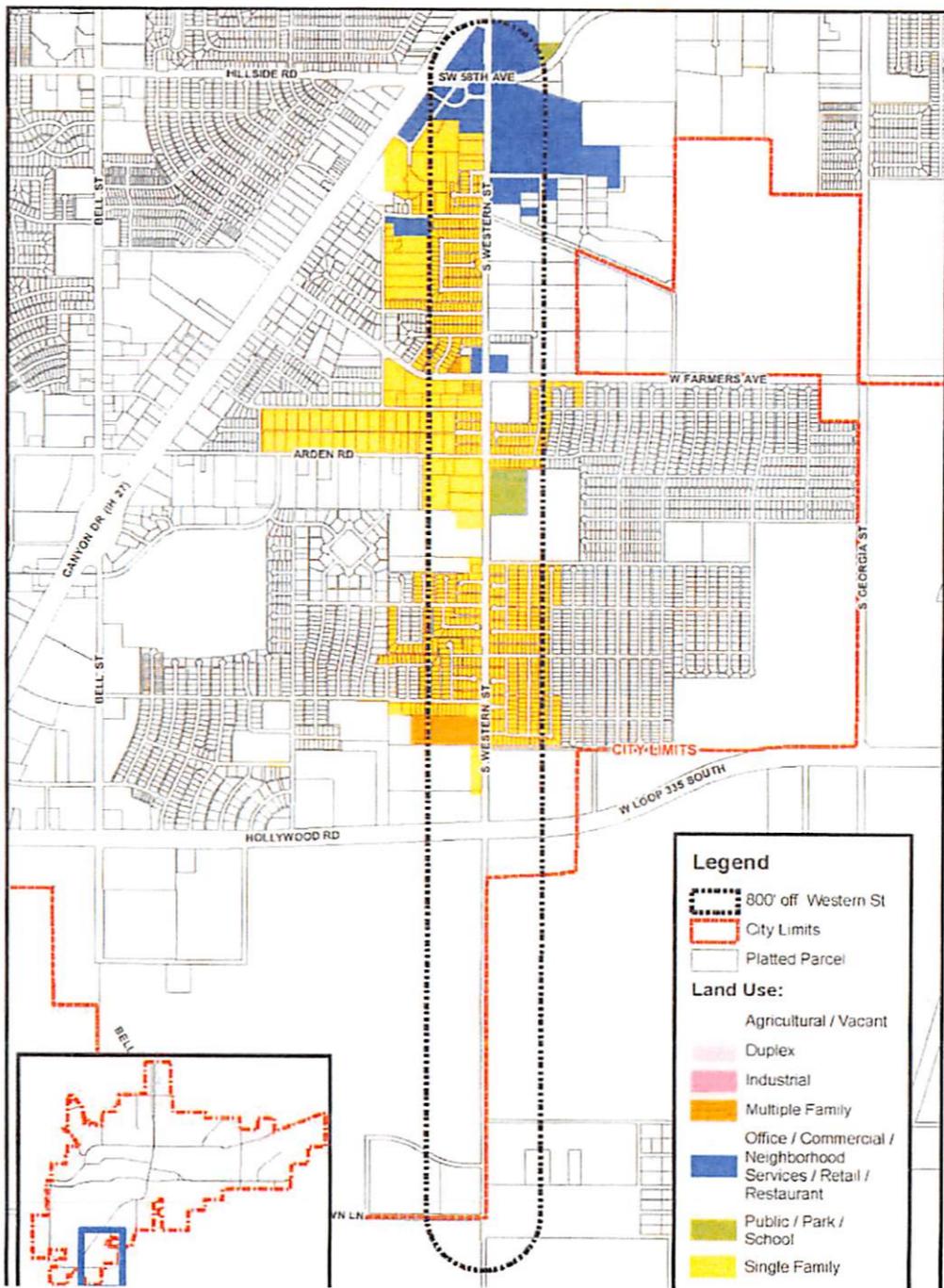
- 11/28/16 – process presented & approved
- 11/28/16 – study area discussed & direction given
- Map's role in the Comprehensive Plan
- How this map is utilized
- Staff's examination included:
 - Historic zoning patterns
 - Existing land use pattern
 - Potential projects
 - Traffic patterns
 - Planning principles (transitions, compatibility, visibility)

FUTURE LAND USE & CHARACTER MAP AMENDMENTS - NOTIFICATION

- Though not required by law for this process, the following notifications were issued:
 - By mail to all owners of record within the study area (669);
 - By advertisement in the local newspaper;
 - General information meeting held 1/5/17.

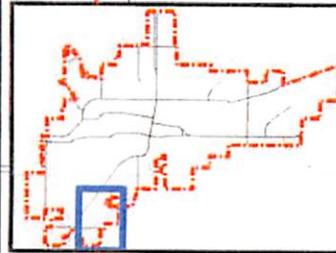
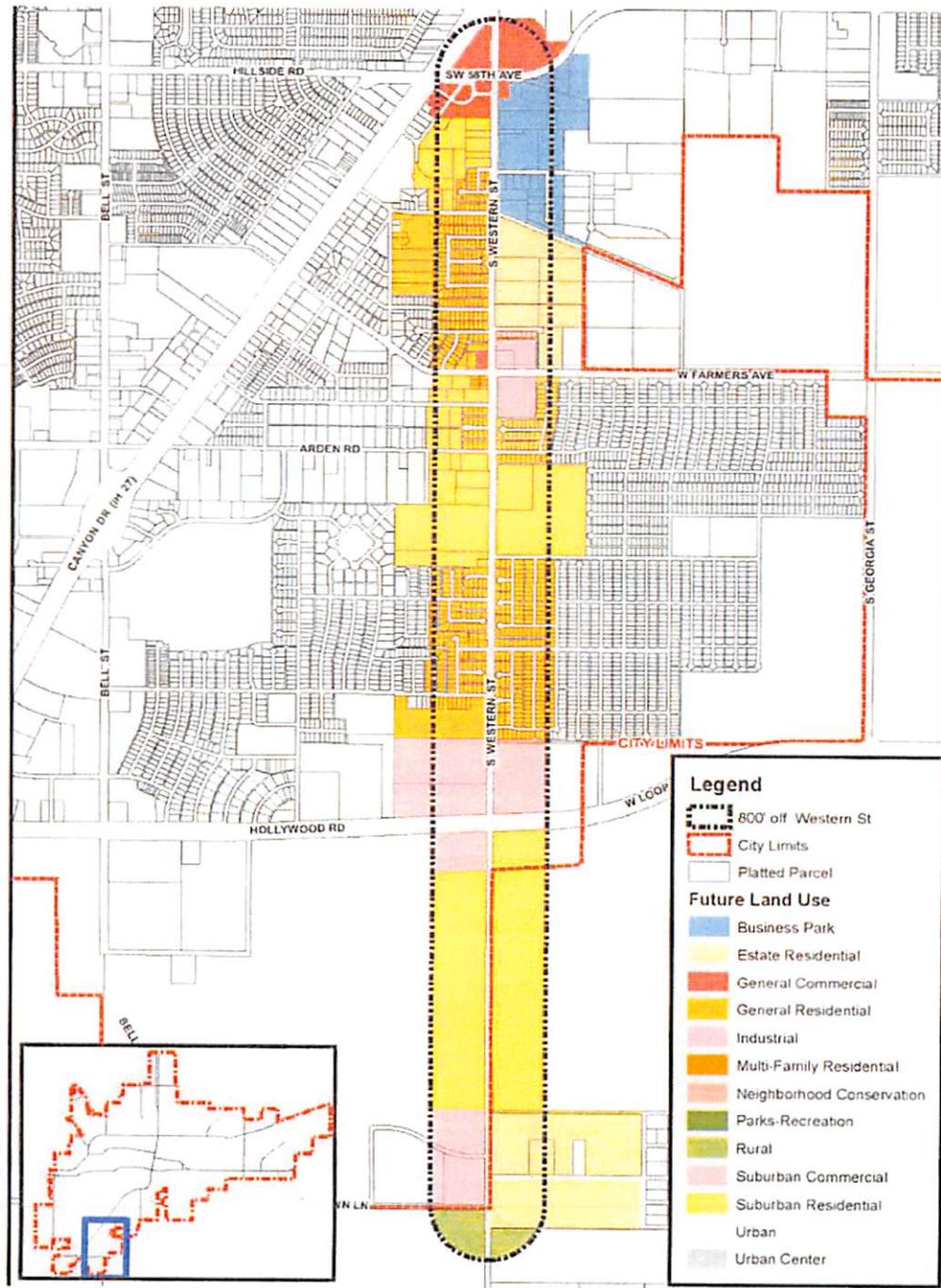
FUTURE LAND USE & CHARACTER MAP AMENDMENTS - RESPONSES

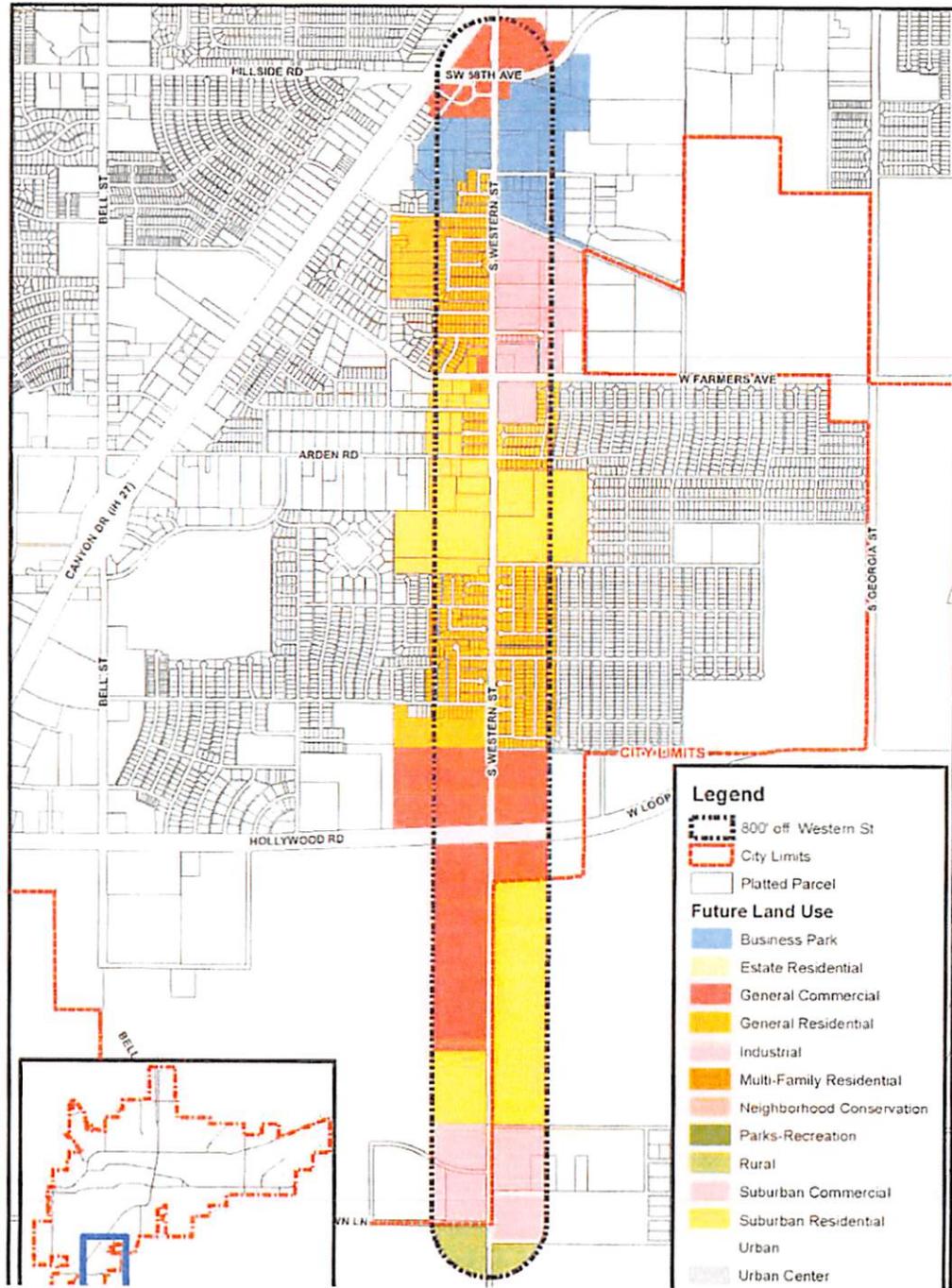
- 30 calls were received by the office:
 - Once callers had an opportunity to ask questions & speak with the staff, all indicated support or had no feeling either way.
- 31 attendees came to the meeting:
 - Most responses were positive, though there were 2 in opposition – 1 to the entire proposal, and 1 to the first area of amendment.

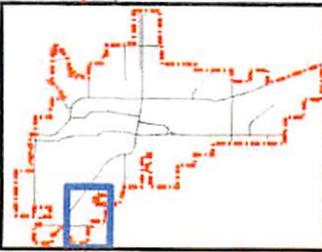
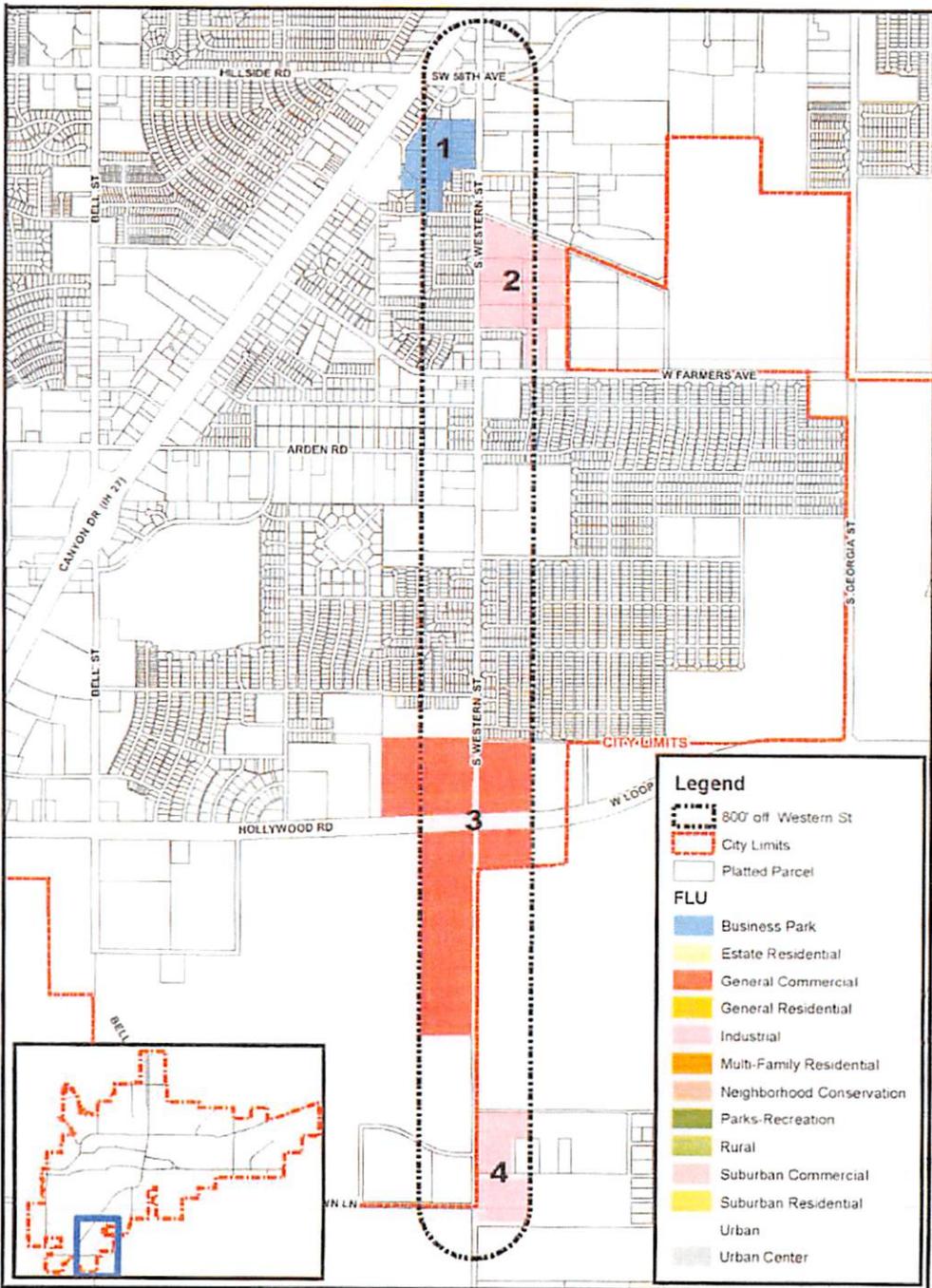


Legend

- 800' off Western St
- City Limits
- Platted Parcel
- Land Use:**
 - Agricultural / Vacant
 - Duplex
 - Industrial
 - Multiple Family
 - Office / Commercial / Neighborhood Services / Retail / Restaurant
 - Public / Park / School
 - Single Family







FUTURE LAND USE & CHARACTER MAP AMENDMENTS – TODAY'S ACTION

- Recommendation by P&Z
- Options
 - Approval as presented;
 - Approval of part of what was presented;
 - Table for further study; or,
 - Denial as presented.
- If approved, will be presented to City Council on January 17th & January 24th.