Notice is hereby given of a PUBLIC HEARING/REGULAR MEETING of the City Commission of the City of Pampa, Texas to be held on TUESDAY, DECEMBER 9, 2014 AT 4:00 P.M., CITY HALL – CITY COMMISSION CHAMBER, THIRD FLOOR, 201 W. KINGSMILL, PAMPA, TEXAS, for the purpose of considering the following agenda items.

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PLEDGE ALLEGIANCE TO TEXAS FLAG

PUBLIC HEARING: The City Commission of the City of Pampa, Texas will conduct a Public Hearing at 4:00 p.m., at City Hall, 201 W. Kingsmill Street, 3rd Floor, City Commission Chambers. This Public Hearing is for the purpose of receiving public comments regarding amending Ordinance No. 1469 to tax Tangible Personal Property in Transit which would otherwise be exempt pursuant to Texas Tax Code, Section 11.253.

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

AUTHORIZATIONS BY CITY COMMISSION:

1. Consider approving the minutes of the November 25, 2014 Public Hearing/Regular Commission Meeting as presented.


4. Consider approving on first reading Resolution No. R14-020, a Resolution of the City of Pampa approving a grant from the Pampa Economic Development Corporation to Hidden Hills Golf Course in the amount of $50,000.00 for Golf Course improvements.

5. Consider adopting Resolution No. R14-021, a Resolution of the City of Pampa authorizing the negotiation, execution and delivery of a Lease-Purchase Agreement between the City and TCF Equipment Finance for leasing of mowers.

6. Consider taking Ordinance No. 1629 “Off the Table” for discussion and possible action.

7. Consider approving on first reading Ordinance No. 1629, an Ordinance of the City of Pampa amending Ordinance No. 1469 to tax Tangible Personal Property in Transit which would otherwise be exempt pursuant to Texas Tax Code, Section 11.253.

8. Consider adopting on second and final reading Ordinance No. 1630, an Ordinance of the City of Pampa rezoning from Agriculture (A) to Commercial (C), Tract Z-C of Block 3, Section 116 of the International & Great Northern Railroad Company Survey, commonly known as 2013 W. 23rd Avenue.

9. Consider entering into a two year Lease Agreement with Clarendon College for property located at 820 E. Foster.


ADJOURNMENT

CERTIFICATION

I certify that the above Agenda was posted on the outside officially designated bulletin board in front of City Hall, facing Kingsmill Street, a place convenient and readily accessible to the general public at all times and said Agenda was posted on FRIDAY, DECEMBER 5, 2014, BEFORE 5:00 P.M. and remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

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

Date: ________________________________   Time: ________________________________

By: ___________________________________________
PUBLIC HEARING

ITEM/PROJECT: 

MEETING DATE: December 9, 2014

DESCRIPTION: PUBLIC HEARING: The City Commission of the City of Pampa will conduct a Public Hearing at 4:00 p.m., City Hall, 201 W. Kingsmill Street, 3rd Floor, City Commission Chambers. This Public Hearing is for the purpose of receiving public comments regarding amending Ordinance No. 1469 to tax Tangible Personal Property in Transit which would otherwise be exempt pursuant to Texas Tax Code, Section 11.253.

STAFF CONTACT: Shane Stokes
AGENDA ITEM NO. 1

ITEM/PROJECT: MINUTES

MEETING DATE: December 9, 2014

DESCRIPTION: Consider approving the minutes of the November 25, 2014 Public Hearing/Regular Commission Meeting as presented.

STAFF CONTACT: Karen Price

FINANCIAL IMPACT:

SOURCE OF FUNDS:

START/COMPLETION SCHEDULE:

RECOMMENDED ACTION: Approve minutes as presented.

BACKGROUND/ADDITIONAL INFORMATION: Minutes attached.
CALL TO ORDER: Mayor Brad Pingel at 4:00 p.m.

PRESENT: Brad Pingel Mayor
John Studebaker Commissioner
Chris Porter Commissioner
Robert Dixon Commissioner
Karen McLain Commissioner - Arrived at 4:05 p.m.

ABSENT: NONE

STAFF: Richard Morris City Manager
Shane Stokes Asst. City Manager
Leland Waters City Attorney
Karen Price City Secretary
Robin Bailey Finance Director
Donny Hooper Public Works Director
Kelly Rushing Police Chief
Kim Powell Fire Chief
Kevin Webb IT Manager
Gayla Pickens Asst. Finance Director
Cary Rushing Building Official
Jildardo Arias Engineer
Wes Schaffer Emergency
Tim Smith Wastewater Dept.
Tracy Stroud Wastewater Dept.
Jerry Cruz Wastewater Dept.
Juan Camacho Wastewater Dept.

VISITORS: Dale Garner Phillis Garner
Jan Morris Aubrey Hill
Clay Rice Nicki Gittemeier
Ron Gittemeier

NEWS MEDIA: Lindsey Tomaschik Pampa News
Mike Ehrle KGRO Radio

INVOCATION: John Studebaker Commissioner

PLEDGE OF ALLEGIANCE

PLEDGE ALLEGIANCE TO TEXAS FLAG

PUBLIC COMMENTS: NONE

PUBLIC HEARING: The City Commission of the City of Pampa, Texas will conduct a Public Hearing at 4:00 p.m., at City Hall, 201 W. Kingsmill Street, 3rd Floor, City Commission Chambers, Pampa, Texas. This Public Hearing is for the purpose of receiving public comments concerning the following request: Josh and Lacey Crawford request to rezone from Agriculture (A) to Commercial (C), Tract Z-C of Block 3, Section 116 of the International & Great Northern Railroad Company Survey, commonly known as 2013 W. 23rd Avenue. The applicants wish to develop the land to be used to relocate their roofing business.

Mayor Pingel opened the Public Hearing at 4:01 p.m. and asked Jildardo Arias to update the Commission on the request for rezone. Following Jildardo’s presentation, Mayor Pingel asked if there was anyone present that wanted to speak concerning the Rezoning request, there being no one present who wanted to speak, a motion was made by Commissioner Dixon and Seconded by Commissioner Studebaker to close the Public Hearing at 4:04 p.m.
RECOGNITION:

► Recognizing Wastewater Collection Department for cost savings In-house replacement of aerial sewer crossing.

AUTHORIZATIONS BY CITY COMMISSION:

14-171

1. Consider approving the minutes of the November 12, 2014 Election Canvass/Special Commission Meeting as presented.

A motion was made by Commissioner Dixon and Seconded by Commissioner Porter to approve the minutes of the November 12, 2014 Election Canvass/Special Commission Meeting as presented, with each Commission Member voting AYE, the motion carried.

14-172

2. Excuse the absence of Commissioner Karen McLain from the November 12, 2014 Election Canvass/Special Commission Meeting.

A motion was made by Commissioner Studebaker and Seconded by Commissioner Porter to excuse the absence of Commissioner Karen McLain from the November 12, 2014 Election Canvass/Special Meeting, with each Commission Member voting AYE, the motion carried.

14-173

3. Consider adopting on second and final reading Ordinance No. 1628, an Ordinance of the City of Pampa amending the revenues and appropriations for the support of the City of Pampa for the fiscal year beginning October 1, 2013 and ending September 30, 2014.

A motion was made by Commissioner Porter and Seconded by Commissioner Dixon to adopt on second and final reading Ordinance No. 1628, an Ordinance of the City of Pampa amending the revenues and appropriations for the support of the City of Pampa for the fiscal year beginning October 1, 2013 and ending September 30, 2014. This amendment appropriates funds to cover Animal Shelter maintenance, transfer donations to PAWS, final construction on Animal Shelter and a transfer from M.K. Brown Auditorium to General Fund for Recreation Building improvements, with each Commission Member voting AYE, the motion carried.

14-174

4. Consider approving on first reading Ordinance No. 1629, an Ordinance of the City of Pampa amending Ordinance No. 1469 to tax Tangible Personal Property in Transit which would otherwise be exempt pursuant to Texas Tax Code, Section 11.253.

Asst. City Manager Shane Stokes informed the Commission that Staff was not ready to proceed with Goods-In-Transit Ordinance; he asked that the Ordinance be put on the next Regular Meeting Agenda.

A motion was made by Commissioner Dixon and Seconded by Commissioner McLain to table Ordinance No. 1629 until the December 9, 2014 Regular Commission Meeting, with each Commission Member voting AYE, the motion carried.
5. Consider approving on first reading Ordinance No. 1630, an Ordinance of the City of Pampa rezoning from Agriculture (A) to Commercial (C), Tract Z-C of Block 3, Section 116 of the International & Great Northern Railroad Company Survey, commonly known as 2013 W. 23rd Avenue.

A motion was made by Commissioner Porter and Seconded by Commissioner Studebaker to approve on first reading Ordinance No. 1630, an Ordinance of the City of Pampa rezoning from Agriculture (A) to Commercial (C), Tract Z-C of Block 3, Section 116 of the International & Great Northern Railroad Company Survey, commonly known as 2013 W. 23rd Avenue, with each Commission Member voting AYE, the motion carried.

6. Consider adopting Resolution No. R14-018, a Resolution of the City of Pampa authorizing the City Manager to accept a Grant on behalf of the Pampa Police Department from the Texas Department of Transportation for the Selective Traffic Enforcement Program.

A motion was made by Commissioner McLain and Seconded by Commissioner Studebaker to adopt Resolution No. R14-018, a Resolution of the City of Pampa authorizing the City Manager to accept a Grant on behalf of the Pampa Police Department from the Texas Department of Transportation for the Selective Traffic Enforcement Program, with each Commission Member voting AYE, the motion carried.

7. Consider adopting Resolution No. R14-019, a Resolution of the City of Pampa setting the days and time for Regular Meetings of the City Commission and repealing any Resolution in conflict herewith.

A motion was made by Commissioner Porter and Seconded by Commissioner McLain to set the days and time for Regular Meeting of the City Commission to be held every day at 5:30, with each Commission Member voting AYE, the motion carried as AMENDED.

A motion was made by Commissioner Porter and Seconded by Commissioner Dixon to amend the first motion by setting the days and time for Regular Meeting of the City Commission to be held on the second and fourth Monday of each month at 5:30 p.m., with each Commission Member voting AYE, the motion carried.

8. Consider authorizing the Assistant City Manager to enter into an agreement with Bench Craft Company for 24 benches to be placed at Hidden Hills Golf Course at no cost to the City of Pampa.

A motion was made by Commissioner McLain and Seconded by Commissioner Studebaker to authorize the Assistant City Manager to enter into an agreement with Bench Craft Company for 24 benches to be placed at Hidden Hills Golf Course at no cost to the City of Pampa, with each Commission Member voting AYE, the motion carried.
9. Consider awarding a bid from Jesus Manuel Gallegos Gutierrez in the amount of $301.00 for delinquent tax property located at Lot 12, Block 1, Prairie Village Addition, commonly known as 1141 Varnon.

A motion was made by Commissioner Studebaker and Seconded by Commissioner Porter to award a bid from Jesus Manuel Gallegos Gutierrez in the amount of $301.00 for delinquent tax property located at Lot 12, Block 1, Prairie Village Addition, commonly known as 1141 Varnon, with each Commission Member voting AYE, the motion carried.


A motion was made by Commissioner McLain and Seconded by Commissioner Porter to approve the List of Disbursements dated October 2014, with total Disbursements being $2,648,544.03 and the amount after balance sheet and income accounts being $1,634,848.30, with each Commission Member voting AYE, the motion carried.

**ADJOURNMENT**

There being no further business on the agenda, the meeting was adjourned at 4:37 p.m. by Mayor Brad Pingel.

_________________________________________  _______________________________________
Karen L. Price, City Secretary                  Brad Pingel, Mayor
AGENDA ITEM NO. 2

ITEM/PROJECT: PEDC – 2014 ANNUAL REPORT

MEETING DATE: December 9, 2014


STAFF CONTACT: Gary Sutherland

FINANCIAL IMPACT: 

SOURCE OF FUNDS: 

START/COMPLETION SCHEDULE: 

RECOMMENDED ACTION: 

Pampa EDC Annual Report
2013-2014
Index

1. Cover Letter
2. Pampa EDC Annual Report
3. Funded Projects
4. Leading EDG Program Report
5. Renewal of Board Members
   a. Attendance Log
6. Pampa Energy Center Report
7. Las Pampas Report
8. Break down of Board Member meeting hours
December 9, 2014

Honorable Mayor Pingel and City Commission
200 W. Foster
Pampa, Texas 79065


Dear Mayor and City Commissioners;

Enclosed for your review please find the combined Pampa Economic Development Corporation, the Pampa Energy Center, and Las Pampas Square Annual report. Information in the report is a compilation of most of our major activities for the past fiscal year.

Thank you for your support.

Gary Sutherland
President
Pampa EDC
PAMPA ECONOMIC DEVELOPMENT CORPORATION

ANNUAL REPORT

OCTOBER 2013 – SEPTEMBER 2014

Board of Directors
- Gary Sutherland  President
- Kenneth May  Vice President
- Robert Williams  Board Member
- Bill Bridges  Assistant Treasurer
- Cay Warner  Secretary
- Bill Roy  Assistant Secretary
- Glennette Goode  Treasurer

Staff
- Clay Rice  Executive Director
- Kathy Cota  Associate Director
- Debbie Winegeart  Administrative Assistant

The Pampa EDC Board of Directors had 14 meetings this year. Attached is the attendance log.

Community Projects
- Chamber of Commerce Country Fair
- United Way
- Chamber of Commerce Banquet
- Annual Tri State Seniors Golf Tournament
- Meals on Wheels

Memberships
- Downtown Business Association,
- Texas Wind Energy Clearinghouse Sweetwater
- Pampa Chamber of Commerce
- Rotary
- Class 4 Winds and Renewables, Clay is a Board Member
- Gold Coats
- Texas Economic Development Council
- High Ground of Texas – Clay is a Board Member
- American Wind Energy Association
- National Institute for Renewable Energy – Clay is a member of the Advisory Board
- Economic Development Advisory Committee/PRPC
Events

October
G2X – Pampa Fuels Plant Manager Jim Bob Mitchell provided a tour of their methanol plant which is still under construction. City Commission and staff, County Commission on and staff, Pampa EDC Board Members and staff and Chamber of Commerce staff were invited.

November
Clay spoke to Kiwanis Club
Raymond Jaramillo and Lance Porter of Clarendon College Pampa Center and Clay went to Lubbock to meet with representatives of NIRE (National Institute of Renewable Energy) and to tour Reese Technology Center.
Clay attended the High Ground of Texas Conference Board meeting and 25th Anniversary luncheon and recognition in Amarillo

December
Clay attended the High Ground Austin Allies

January
Clay attended the Economic Development Advisory Committee meeting, Amarillo
Pampa EDC Board and Staff attended the Pampa ISD Administration Building Reception

February
Clay attended the Texas Economic Development Council Site Selection Conference in Austin.
Clay had Steve Myers of Class 4 Winds and Renewables speak at Rotary
Pampa EDC Board and Staff attended the Pampa Chamber of Commerce Banquet
Leading Edge Co-owner Spencer McElhannon spoke on KGRO/KOMX Radio
Board Members Bill Roy and Bob Williams and Clay attended a round table meeting with Mac Thornberry at the Pampa Chamber of Commerce
Clay attended a Texas Panhandle Regional Development Corporation meeting in Amarillo

March
Clay spoke at the monthly Gold Coat Luncheon

April
Clay had an interview with Pro News Channel 7

May
Clay attended the American Wind Energy Association Wind power Show in Las Vegas Nevada

June
Clay attended a Texas Panhandle Regional Development Corporation meeting in Amarillo
Clay attended an Xcel luncheon in Amarillo

July
Clay attended a West Texas Wind Education Consortium meeting in Borger at Frank Phillips College
Clay attended a Texas Panhandle Regional Development Corporation meeting in Amarillo.
The High Ground of Texas held a Regional Round table meeting at Pampa EDC, eight organizations were represented.

August
Clay met with State Representative Ken King at his office in Canadian.
Board Member Gary Sutherland, legal Counsel Vanessa Buzzard, and Clay attended the Texas Economic Development Counsel Sales Tax Workshop in Lubbock.

September
Clay attended an Equitrend meeting at the Small Business Development Center in Amarillo.
Clay and Leading Edge Co-owner Spencer McElhannon attended the State Senator Kel Seliger’s town hall meeting at the Pampa Chamber of Commerce.
Clay attended the Texas Panhandle Regional Development Corporation meeting in Amarillo.
Clay spoke at Lions Club.
Clay attended the Class 4 Winds Fall Energy Expo in Amarillo.

Strategic Plan
The Board and Staff refer to the strategic plan numerous times each year in order to make sure we are following its guidelines and making changes as needed.

Leading EDG
This is the fifth year we have had Spencer in the office to assist clients with business needs. Spencer brings a wealth of knowledge and expertise to the table. Our policy is to have our applicants meet with Spencer before we bring a project to the Board. He helps them with a business plan and can guide them through the initial and startup phase of their business. Spencer also counsels potential start up and existing businesses.

Enclosed, please find a report submitted by Spencer.

Budget review (un-audited)
Projects funded: $1,077,603.00
(List attached)

Budget Utilized vs. Total Budget 2013 - 2014
Operating budget $1,416,880.00
Expenditures $981,654.00
Budget vs. Expenditures –69%

Budget Utilized vs. Revenue Received:
Revenue Received – $1,555,231.00
• (expected total earnings $1,455,860.00)
Total Operating Expenditures not including projects - $463,199.00
Operating Expenditures vs. Revenue Received – 63% Utilized
### FUNDED PROJECTS
October 1, 2013 - September 30, 2014

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Amount</th>
<th>Date Funded</th>
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<tr>
<td>Las Pampas Square Roof/ Improvements</td>
<td>$650,000.00</td>
<td>1/1/2014</td>
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<tr>
<td>Plaza, Kings Row, I-Nails, Yum Yum Thai</td>
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<tr>
<td>Hidden Hills Golf Course / Golf Cart Paths</td>
<td>$20,000.00</td>
<td>11/21/13 Grant</td>
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<td>*Pampa Energy Center Rail</td>
<td>$1,500,000.00</td>
<td>1/1/2014 Grant</td>
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<tr>
<td>*Pampa Energy Center (Flogistix)</td>
<td>$250,000.00</td>
<td>1/16/2014 Grant</td>
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<tr>
<td>*CP Homes Assisted Living Facility</td>
<td>$227,515.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$2,647,515.00</strong></td>
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</table>

*Rail $220,000.00 disbursed. $1,280,000.00 still to fund.
*Flogistix $187,603.75 disbursed. $62,396.25 still to fund.
*CP Homes Not funded at this time

### Loan Assets
Tumbleweed Services
Newlife Wellness Center
Cinema 4
J & M Bagwell

### Consulting Services
NIRE National Institute of Renewable Energy
Leading EDG
Paraclete Enterprises
Progress Report

To

Pampa EDC

LEADING EDG

Business Development Facilitation Project

Dec. 01, 2014

Period: Oct 2013 thru Sept 2014

Contract days for period: 52 days

New Client Engagements: Oct 2013 - 1

Nov 2013 - 1

Dec 2013 - 0

Jan 2014 - 1

Feb 2014 - 1

Mar 2014 - 0

Apr 2014 - 0

May 2014 - 2

June 2014 - 1

July 2014 - 3

Aug 2014 - 3
Sept 2014 - 1

Total New Client Engagements: 14

Projected Job Creation Through Sept 2014:

Of the 14 engagements 1 produced jobs. Of the 1 business that produced jobs the breakdown is as follows:

- 1 Business produced 2 jobs = 2 jobs

Total jobs produced = 2 jobs

Average jobs produced per engagement /= .14 jobs/engage.

The business purpose for the 35 engagements breaks out as follows:

- Business ownership transfer - 2 businesses
- New Business Startup - 11 businesses
- Existing Business Assistance - 1 businesses

Total direct consulting hours - 55.5 hours

Ave. hours engaged per contract day - 1.06 hours

Respectfully Submitted,

Spencer McElhannon
Business Development Facilitator
Leading EDG, LLC
December 9, 2014

Mayor Pingel and Pampa City Commissioners
P. O. Box 2499
Pampa, Texas 79066

Re: Pampa EDC Board Member renewals

Dear Mayor and Commissioners;

The Pampa EDC Board of Directors would like to submit the following names for a two year renewal to the Board. We greatly appreciate the time and dedication it takes to serve on the Board. The current Board has met 14 times this past fiscal year.

Glennette Goode
Ken May
Bob Williams

Enclosed in this packet is an attendance log.

If you have any questions please call.

Sincerely,

Gary Sutherland
President
Pampa EDC
# Pampa EDC Board of Directors

## Attendance Log

**October 1, 2012 - September 30, 2013**

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<tr>
<th>Date</th>
<th>Goode</th>
<th>Williams</th>
<th>Roy</th>
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<th>Warner</th>
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**Total**
13/14  12/14  14/14  11/14  13/14  12/14  11/14

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**Total Meeting Time**

35 hours, 6 minutes
The Pampa Energy Center has had a very busy year. Open Range Operating and Management is still managing the site. This includes day to day operations and maintenance, security, bookkeeping, and showing and providing information about the site to prospective tenants. The PEC Board of Directors and OROM met 21 times; enclosed please find an attendance log. We are in daily contact with OROM working out logistics on the management of the site. Board of Directors is:

Ken May  President
Gary Sutherland  Vice President
Glennette Goode  Vice President
Clay Rice  Vice President
Kathy Cota  Secretary/Treasurer

OROM site manager is James Scroggins.
DuPree Logistics moved from the site May 2014,

G2X (Pampa Fuels) will complete construction on the methanol plant in 2014, with plans to start production the 1st quarter of 2015. G2X started hiring operators earlier this year. We are proud to say several former Celanese employees have joined G2X and moved back to the area.

Flogistix has remodeled their main building and added two other buildings. We are very proud to have them as our first tenant at the site giving them the space and ability for economic growth in our area.

Universal Wrecking should be through with demolition December 2014. We were fortunate to have them on site when we needed to remove the pylon sign at Las Pampas Square. Several thousand dollars were saved by letting them take the sign down for the scrap metal.

We have two agriculture leases, gas and oil royalty, and the sale of hay and grain.

We have been in negotiations with Rampa for the use of the rail track and 40 acres of land for the last 22 months, closing on the project October 31, 2014. Although the closing was not in the 2013-2014 fiscal year it does merit mentioning as this was a considerable amount of time with Attebury Grain and PEC Board of Directors and Open Range Operating and Management. The addition of Rampa Inc. to the Industrial Site creates diversification in economic development. They will be bringing in corn to transport to the local feed lots and ranchers and transporting out wheat and sorghum by rail. They have started the process of building grain storage on site.

In order to keep the Community Leaders informed on current projects we are working on at PEC Clay has been giving tours at the site with the help of ORO&M Site Manager Brad Gibson.

Our total income for the year was $882,046.31

Our expenses were $917,146.77

Our net income for 2013-2014 was a loss of $35,100.46
With the Rampa project closing our checking account on 10/31/14 was $481,681.00

As we move toward an improved site, the maintenance cost is reduced, we are seeing a savings of hundreds of thousands of dollars with the break out of individual tenant electricity, and our tenants taking on their own expense to upgrade the facility, and pay their share of the taxes.

Pampa Energy Center continues to seek new companies that have an interest in the site, working closely with Open Range Operating and Management. ORO&M continue to work diligently to provide managerial services at PEC bringing a wealth of knowledge and professionalism to our organization.

The landscape continues to change in a very positive way from an abandoned chemical plant to a thriving Industrial Park; our Community has been very blessed.
## Pampa Energy Center Board of Directors
### Attendance Log
#### October 1, 2013 - September 30, 2014

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<tr>
<th>Date</th>
<th>May</th>
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**Total Meeting Time**
46 hours, 13 minutes
We have owned Las Pampas Square for the past 27 months. Many changes have occurred during that time including a new build out for Enbridge, and Verona’s Italian Bistro; we renovated suites for Totally Polished Nails and Gifts, Steels, Beall’s, Active Drug Screen and I-Nails; Dance Academy doubled their space by adding the adjoining suite.

Five Board Members represent the overall management of the Square. They are Ken May, President, Gary Sutherland, Vice President, Glennette Goode, Vice President, Clay Rice, Vice President and Kathy Cota, Secretary/Treasurer. We meet once a month to discuss the progress and/or sometimes setbacks of Las Pampas Square. Our Board met 17 times in fiscal year 2013-2014. Attached is the attendance log.

This past summer the Plaza renovated their suite. Plaza paid for renovation to the inside of the suite, plus added another suite to the west. Las Pampas Square put a roof on the entire building and helped with the cost of the sprinkler system. While we were putting on the roof Yum Yum Thai put down a new tile floor, King’s Row has also put in a new floor. New HVAC was installed as the new roof was added.

On March 1, 2014 the Board of Directors decided to move the management of LPS from Open Range Operating and Management to the Pampa EDC Staff. We hired Danny Hoggatt as a site manager. The move was necessary to accomplish our short term plan of Plaza renovation, and LPS infrastructure. Our long term plan has not changed which is to continue renovation and eventually sell the square.

Danny has spent countless hours upgrading suites. There are no more boarded up windows, all broken glass has been replaced. Doors have been replaced or repaired. We constantly work on electrical, plumbing, and roof repairs.

We have removed the Coronado Shopping Center sign at the Hobart Street entrance and are in the process of erecting a new sign.

We have refinanced our three loans at First Bank Southwest by combining the total into one loan and moving it to AIM Bank. The loan closed on April 30, 2014 with an amount of $4,050,000.00. Our balance as of September 30, 2014 was $3,994,188.36.

We are receiving an average of $57,287.00 in rents per month.

Our goal from the beginning of this project was to save jobs, and in the future to enhance the Community, and bring economic growth to the City, this has not changed.
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Total Meeting Time
31 hours, 31 minutes
Pampa Economic Development Corporation

- 35 hours and 6 minutes

Pampa Energy Center / Las Pampas Square

- LPS - 31 hours and 31 minutes
- PEC - 46 hours and 13 minutes

Pampa Economic Development Corp., PEC and LPS

- 112 hours 50 minutes total for the three companies
AGENDA ITEM NO. 3

ITEM/PROJECT: REAPPOINT – PEDC BOARD MEMBERS

MEETING DATE: December 9, 2014

DESCRIPTION: Consider reappointing Glennette Goode, Ken May and Bob Williams to the Pampa Economic Development Corporations Board of Directors for two year terms, beginning January 1, 2015 and ending December 31, 2016.

STAFF CONTACT:

FINANCIAL IMPACT:

SOURCE OF FUNDS:

START/COMPLETION SCHEDULE:

RECOMMENDED ACTION:

BACKGROUND/ADDITIONAL INFORMATION:
AGENDA ITEM NO. 4

ITEM/PROJECT: RESOLUTION NO. R14-020 – GRANT FROM PEDC TO HIDDEN HILLS GOLF COURSE

MEETING DATE: December 9, 2014

DESCRIPTION: Consider approving on first reading Resolution No. R14-020, a Resolution of the City of Pampa approving a grant from the Pampa Economic Development Corporation to Hidden Hills Golf Course in the amount of $50,000.00 for Golf Course improvements.

STAFF CONTACT: Shane Stokes
               David Teichmann

FINANCIAL IMPACT: $50,000.00

SOURCE OF FUNDS: PEDC Operation Budget

START/COMPLETION SCHEDULE:
RECOMMENDED ACTION:

BACKGROUND/ADDITIONAL INFORMATION: Resolution No. R14-020 attached.
RESOLUTION NO. R14-020

A RESOLUTION APPROVING A GRANT BY THE PAMPA ECONOMIC DEVELOPMENT CORPORATION TO THE CITY OF PAMPA FOR CONSTRUCTION OF IRRIGATION, SPRINKLER AND SODDING IMPROVEMENTS AT HIDDEN HILLS PUBLIC GOLF COURSE

WHEREAS, the Pampa Economic Development Corporation (“Pampa EDC”) has presented a request to grant $50,000 to the City of Pampa for construction of irrigation, sprinkler and sodding improvements at Hidden Hills Public Golf Course;

AND WHEREAS, the Pampa EDC will hold a public hearing on December 18, 2014;

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

That the grant of $50,000 by the Pampa EDC to the City of Pampa for construction of irrigation, sprinkler and sodding improvements at Hidden Hills Public Golf Course be and it is hereby APPROVED.

INTRODUCED, READ and APPROVED on its first reading this the 9th December, 2014.

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

CITY OF PAMPA, TEXAS

By: ________________________________  
Brad Pingel, Mayor

ATTEST:

___________________________________  
Karen L. Price, City Secretary

APPROVED AS TO FORM:

___________________________________  
Leland W. Waters, City Attorney
AGENDA ITEM NO. 5

ITEM/PROJECT: RESOLUTION NO. R14-021 – LEASE AGREEMENT WITH TORO FOR MOWERS

MEETING DATE: December 9, 2014

DESCRIPTION: Consider adopting Resolution No. R14-021, a Resolution of the City of Pampa authorizing the negotiation, execution and delivery of Lease-Purchase Agreement between the City and TCF Equipment Finance for leasing of mowers.

STAFF CONTACT: Donny Hooper

FINANCIAL IMPACT: $177,782.02

SOURCE OF FUNDS: Operating Budget

START/COMPLETION SCHEDULE: RECOMMENDED ACTION:

BACKGROUND/ADDITIONAL INFORMATION: Resolution No. R14-021 and Lease Agreement attached.
RESOLUTION NO. R14-021

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE-PURCHASE AGREEMENT NO. 008-0668044-300 DATED NOVEMBER 19, 2014 (THE “LEASE”), IN THE PRINCIPAL AMOUNT OF $177,782.02, BETWEEN CITY OF PAMPA AND TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK PROVIDING FOR ANNUAL LEASE PAYMENTS OF $46,571.78 EACH, AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH

WHEREAS, the City of Pampa, Texas, (the "Lessee") is a Municipality duly organized and existing pursuant to the Constitution and laws of the State of Texas; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Exhibit A to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF Equipment Finance, a division of TCF National Bank, (the "Lessor") is a Corporation duly organized, existing, and in good standing under the laws of the State of Minnesota, shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

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

Section 1. The Assistant City Manager acting on behalf of Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the City Commission, which Lease is available for public inspection at the offices of Lessee.

Section 2. The Lease shall be in the principal amount of $177,782.02 bearing interest as set forth in Exhibit C of the Lease; said Lease to contain an option to purchase by the Lessee as therein set forth.

Section 3. The Lessee’s obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Texas.
Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

READ, APPROVED AND ADOPTED on this the 9th day of December, 2014.

CITY OF PAMPA, TEXAS

By: ________________________________
   Brad Pingel, Mayor

ATTEST:

___________________________________
Karen L. Price, City Secretary

APPROVED AS TO FORM:

___________________________________
Leland W. Waters, City Attorney
LEASE PURCHASE AGREEMENT

The “Lease”: Lease Purchase Agreement No. 008-0668044-300 dated November 19, 2014

“Lessee”
City of Pampa, Texas, 200 W. Foster Ave., Pampa, TX 79065
Fax: E-mail: 

“Lessor”
TCF Equipment Finance, a division of TCF National Bank, 1111 West San Maran Dr, Suite A2 West, Waterloo, IA 50701-8926
Fax: 319-833-4577 E-mail: customerservice@tcfef.com

1. LEASE OF PROPERTY. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor all the property described on Exhibit A hereto. The items of property described in Exhibit A, together with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto shall herein collectively be called the “Property.” Lessee authorizes Lessor to add to any Property description, or make necessary corrections to, any serial numbers or other identification of the Property when known.

2. ACCEPTANCE; TERM. Lessee shall execute and deliver to Lessor a receipt certificate ("Receipt Certificate") in the form attached hereto as Exhibit B, which shall indicate that the Property has been accepted for use by Lessee and is satisfactory to Lessee for all purposes. This Lease will become effective upon the execution hereof by Lessee and Lessor, and shall terminate upon payment by Lessee of the last Rental Payment required to be made by it in accordance with Exhibit C thereto (the “Lease Term”), unless canceled or terminated earlier pursuant to Sections 5, 15 or 21 hereof.

3. RENT. Lessee agrees to pay to Lessor or its assignee the rental payments ("Rental Payments") in the amounts and at the times as set forth in Exhibit C. Rental Payments shall be due Annual commencing on the First Payment Date shown on Exhibit C and continuing on the same date of each year thereafter until fully paid unless terminated earlier pursuant to Section 5, 15 or 21 hereof. Lessee authorizes Lessor to fill in the First Payment Date on Exhibit C based on the date that Lessor disburses funds to the Vendor (as defined below) based on receipt of an executed Receipt Certificate from the Lessee. A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Rental Payments will be payable for the Lease Term in dollars (U.S.), without notice or demand at the office of Lessor (or such other place as Lessor or its assignee may designate from time to time in writing). In the event any payment by Lessee hereunder is received by Lessor or its assignee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late fee, computed at the rate of up to ten per cent (10%) of such overdue amount, limited, however, to the maximum amount allowed by law. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 5 HEREOF, THE RENTAL PAYMENTS WILL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER. Lessor may terminate this Lease at any time prior to receipt of Lessee's Receipt Certificate hereunder if Lessor determines in its sole discretion that (i) any written representation made to it by Lessee proves to have been false or misleading in any material respect when made, (ii) subsequent to the making of any such representation there has occurred a material change such that any such representation as made is not true and correct, (iii) any event which would constitute a default under the Lease has occurred, or (iv) there has been a substantial and material change in Lessee's financial condition or operations which has a material adverse effect on Lessee's creditworthiness.

4. DELIVERY; PAYMENT OF PROPERTY COST; COSTS. The Property will be delivered to Lessee by the supplier thereof (the "Vendor") at Lessee's address above or such other location specified in Exhibit A (the "Property Location"). Lessee shall promptly pay all costs, charges, expenses and obligations of every kind and nature incurred by or on behalf of Lessor regarding the importation, shipment, delivery, possession, use, lease, tax treatment, return, repossession, storage and transfer of any item of Property. Upon Lessor's receipt of the Receipt Certificate for the Property and any other documentation required by Lessor, Lessor will pay or cause to be paid the costs of such Property to the Vendor therefor. In addition, Lessee agrees to pay Lessor a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment withdrawal request that is returned to Lessor because of insufficient funds available in Lessee’s account or a stop payment. If Lessor, in its discretion, pays any tax, fee, charge or other amount described in this paragraph, Lessee shall reimburse Lessor therefor on demand, together with Lessor’s administrative and other costs of paying and invoicing such amounts and, if Lessee fails to
pay Lessor any such amount within ten (10) days of such demand, Lessee shall pay interest thereon until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less.

5. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS. This Lease shall not constitute an indebtedness of Lessee within the meaning of any constitutional or statutory limitation on the manner, form, or amount of indebtedness that may be incurred by Lessee. Lessee is a political subdivision or agency of the State set forth in Lessee's address in the first paragraph hereof and Lessee's fiscal year ends on the last day of the month set forth above Lessee's signature. If Lessee does not appropriate sufficient funds to continue making the Rental Payments required under this Lease for any of Lessee's fiscal years subsequent to the one in which the Lease is executed, then this Lease shall be terminated effective upon expiration of the last fiscal year in which sufficient funds to pay Lessee's obligations under this Lease were appropriated by Lessee and Lessee shall not, in this sole event, be obligated to make any further payments due beyond said fiscal year. Lessee warrants that the necessary funds shall have been appropriated for all of the Rental Payments for Lessee's current fiscal year. Lessee reasonably believes that funds can be obtained sufficient to make all Rental Payments during the Lease Term. The officer of Lessee responsible for budget preparation will do all things lawfully within his/her power to obtain, maintain and properly request and pursue funds from which the Rental Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his/her bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. Lessee shall give Lessor immediate notice of Lessee's intent to terminate this Lease under this Section 5, which notice shall contain the termination date (which shall be the end of the last of Lessee's fiscal years for which appropriations for the Rental Payments were made) (the "Termination Date") and Lessee shall comply with the provisions of Section 22 of this Lease. In the event of an early termination of this Lease under this Section, all obligations of Lessee to make Rental Payments which would otherwise be due hereunder after the Termination Date shall cease.

6. LESSOR DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE PROPERTY AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES OR ANY OTHER WARRANTIES IMPLIED BY LAW. LESSOR MAKES NO WARRANTIES WITH RESPECT TO ANY PATENT, COPYRIGHT, TRADEMARK, TRADE NAME OR TITLE RELATING TO THE PROPERTY OR LESSEE’S RIGHTS TO ANY SUCH INTELLECTUAL PROPERTY. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE PROPERTY OR BY ANY DEFECT THEREIN, OR BY THE USE OR MAINTENANCE OF, OR SERVICING OR ADJUSTMENT TO, THE PROPERTY AND, AS TO LESSOR, LEASES THE PROPERTY AS-IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LESSOR WILL NOT BE LIABLE FOR ANY LOSS OR INTERRUPTION OF OR DAMAGE TO LESSEE'S BUSINESS ON ACCOUNT OF ANY MECHANICAL FAILURE OR DELAY IN CONNECTION WITH THE FURNISHING OR USE OF THE PROPERTY. Lessee acknowledges that Lessor is not a dealer or manufacturer of Property of any kind and is not the seller of the Property, and that each unit of Property is of a type, size, design and capacity selected solely by Lessee. Lessee also acknowledges that Lessor supplies the Property without any obligation to install, test, erect, service or maintain the Property. If the Property is not properly installed, does not operate as represented or warranted by the manufacturer or seller thereof, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the manufacturer or seller and no such occurrence shall relieve Lessee of any of its obligations under this lease. The only warranty applicable to any Property is the manufacturer's warranty, if any (in the case of new Property) and Lessor makes no warranty to Lessee. Lessee acknowledges receipt of the manufacturer's warranty with respect to any new Property. So long as Lessee is not in default under this lease, Lessor assigns to Lessee any manufacturer's, seller's or other warranty, whether express or implied, on the Property and any claim that Lessor may have as owner of the Property against the manufacturer or supplier or any other person. All claims or actions on any warranty shall be made or prosecuted by Lessee, at its sole expense, and Lessor shall have no obligation whatsoever to make any claim on such warranty. Lessor is not liable for any modification, breach or rescission of any warranty or service agreement. Any agreement that Lessor may have with any third party, including any manufacturer or vendor, relating to services shall be separate and distinct from this lease and Lessor shall not have any obligations thereunder. Lessee acknowledges that this lease constitutes a "finance lease" under UCC Article 2A in all respects, and that Lessor's sole obligations to Lessee hereunder is not to interfere with Lessee’s quiet enjoyment of the Property so long as Lessee is not in default hereunder. Subject to the foregoing sentence and to the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Property or repudiate this lease). Lessee agrees that Lessor assumes no liability for and makes no representation as to the treatment by Lessee of this lease, the Property or the rent payments for financial statement or tax purposes.
7. **TITLE; SECURITY INTEREST.** During the Lease Term title to the Property shall vest in Lessee, subject to Lessor's rights under Sections 5 and 22 of this Lease. To secure the payment of the Rental Payments and any and all liabilities, direct, indirect, absolute, contingent, due or to become due or existing or hereafter arising of Lessee to Lessor, Lessee grants to Lessor as the secured party a security interest in and to all Property described in Exhibit A, together with all additions, attachments, accessions, substitutions and proceeds with respect thereto and Lessor shall retain its security interest in the Property until the Lease Term shall expire. Lessee agrees that Lessor may file such financing statements or other instruments necessary to perfect such security interest under State law. Notwithstanding anything contained in the Lease to the contrary, Lessee and Lessor hereby agree and acknowledge that with respect to the Equipment covered by this Lease, Lessee’s interest shall be that of owner and holder of legal title and Lessor’s interest shall be that of a secured party with a first perfected security interest.

8. **PERSONAL PROPERTY.** The Property is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at its expense, furnish a landlord or mortgagee waiver with respect to the Property.

9. **USE; REPAIRS.** Lessee will use the Property in a careful manner for the use contemplated by the manufacturer of the Property and shall comply with all laws, ordinances, insurance policies and regulations relating thereto, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, will keep the Property in good repair and will furnish all parts, mechanisms and devices required therefor. If the Property is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

10. **ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Property without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Property.

11. **LOCATION; INSPECTION.** The Property will not be removed from, or if the Property consists of rolling stock its permanent base will not be changed from, the Property Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Property Location or elsewhere during reasonable business hours to inspect the Property or observe its use and operation.

12. **LIENS AND TAXES.** Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall be liable for all costs of maintaining Lessor’s first priority perfected security interest in the Equipment, keeping the Equipment free of all encumbrances and security interests prohibited hereby and removing same if they should arise. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall, upon demand, reimburse Lessor as additional rent the amount of any such charges or taxes plus interest thereon at the rate of 18% per annum or the highest rate allowed by law, whichever is less, to the date of said reimbursement.

13. **RISK OF LOSS; DAMAGES; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Property from any cause whatsoever, and no such loss of or damage to the Property shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Property, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of the Property is lost, stolen, destroyed or damaged beyond repair Lessee, at its option, will either: (a) replace the same with like Property in good repair, or (b) on the next Rental Payment date pay Lessor; (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date; and (ii) an amount equal to the applicable Purchase Option Price set forth in Exhibit C. In the event that less than all the Property has been lost or destroyed, Lessor and Lessee shall substitute revised Exhibits A and C into this Lease by appropriate endorsement.

14. **INSURANCE.** Lessee shall obtain and maintain on or with respect to the Property at its own expense (a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of $1,000,000.00 combined single limit or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and (b) physical damage insurance insuring against loss or damage to the Property in an amount not less than the full replacement value of the Property, but in no event will the insurance limits be less than the amount of the then applicable Purchase Option Price as provided in Section 15 below. Lessee shall furnish Lessor with a certificate of
insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form, including a maximum deductible, and with such insurers as may be satisfactory to Lessor, and shall contain a clause requiring the insurer to give to Lessor at least 30 days’ prior written notice of any alteration in the terms of such policy or the cancellation thereof, and a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof. Lessee hereby appoints Lessor as Lessee’s attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any such insurance policy. In the event Lessee fails to procure, maintain, pay for or provide Lessor with evidence of the insurance required by this lease, or to pay any fees, assessments, charges or taxes as required in this lease, Lessor shall have the right, but not be obligated, to obtain insurance covering Lessor’s interest in the Property from an insurer of Lessor’s choice, or pay said fees, assessments, charges and taxes, as the case may be. In that event, Lessee shall reimburse Lessor upon demand for the cost thereof, together with interest until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less, and failure to pay the same shall constitute an Event of Default under this lease. NOTHING IN THIS LEASE WILL CREATE AN INSURANCE RELATIONSHIP OF ANY TYPE BETWEEN LESSOR AND ANY OTHER PERSON.

15. LESSEE’S OPTION TO PURCHASE. At such time as Lessee shall have fully paid the total Rental Payments for the entire Lease Term and Lessee shall have fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, Lessee may at its option pay to Lessor the sum of ONE DOLLAR ($1,00), whereupon title to the Property shall remain vested in Lessee and Lessor shall transfer any and all of its right, title and interest in the Property to Lessee as is, where is, without warranty, express or implied, except Lessor will warrant to Lessee that the Property is free and clear of any liens created by Lessor. This option shall be exercised by written notice to Lessor given within the thirty (30) day period prior to the last day of the Lease Term.

16. LESSEE CERTIFICATION. Lessee warrants that it is a state, or a political subdivision thereof, within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the related treasury regulations and rulings thereunder, or the District of Columbia, and that this lease has been duly authorized, approved, executed and delivered and is a valid and binding contract of Lessee, enforceable against Lessee in accordance with its terms, such that those amounts designated as interest in Exhibit C, will qualify for exclusion from gross income of Federal income taxes by Lessor, its assignees, and any participants with such, under Section 103 of the Code. Lessee further warrants that during the Lease Term, the Property will be used by Lessee only for the purpose of performing governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

In the event that Lessee is not a state or political subdivision thereof within the meaning of Section 103 of the Code, or if for any reason the usage of the Property would cause any interest payment hereunder to lose its exemption from Federal taxation, or if Lessee fails to comply with the information reporting requirements of Section 149(e) of the Code or if Lessee fails to keep a record of all assignments of the Lease pursuant to Section 149(a) of the Code, then Lessee agrees to pay Lessor, its assignees, and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its assignees, and any participants with such, in the same after-tax position they would have had had such payments been exempt from taxation under Section 103 of the Code.

17. LESSEE NEGLIGENCE. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee’s property or the property of others which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys’ fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

18. ESSENTIAL USE. It is Lessee's intent to make Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that: (a) the use of the Property is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Property, which need is not temporary or expected to diminish in the
foresseeable future, and (c) the Property will be used by Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

19. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Lease or the Property or any interest in this Lease or the Property.

Lessor, without the consent of Lessee, may assign its right, title and interest in and to this Lease, the Property and any other documents executed with respect to this Lease, and/or grant or assign a security interest in this Lease and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Property shall be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such assignee and, where applicable, to whom further payments hereunder should be made. With the written consent of Lessee, which consent will not be unreasonably withheld, Lessor may assign any interest in this Lease upon terms which provide that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Lease. Lessee agrees to acknowledge in writing any assignments if so requested. Lessee shall keep a written record of all assignments.

**LESSEE AGREES THAT UPON NOTICE OF SUCH ASSIGNMENT IT SHALL PAY DIRECTLY TO LESSOR'S ASSIGNEE WITHOUT ABATEMENT, DEDUCTION OR SETOFF ALL AMOUNTS WHICH BECOME DUE HEREUNDER AND FURTHER AGREES THAT IT WILL NOT ASSERT AGAINST LESSOR'S ASSIGNEE ANY DEFENSE, CLAIM, COUNTERCLAIM OR SETOFF ON ACCOUNT OF ANY REASON WHATSOEVER WITH RESPECT TO ANY RENTAL PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER.**

20. **EVENTS OF DEFAULT.** The term "Event of Default", as used in this Lease, means the occurrence of any one or more of the following events:

(a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the due date thereof;

(b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after receipt of written notice thereof from Lessor;

(c) Any statement, representation, or warranty made by Lessee in this Lease or in any writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect;

(d) Lessee becomes insolvent, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee of all or a substantial part of its assets, or a petition for relief is filed by Lessee under Federal bankruptcy, insolvency or similar laws; or a petition in a proceeding under any bankruptcy, insolvency or similar laws is filed against Lessee and is not dismissed within thirty (30) days thereafter.

21. **REMEDIES.** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may declare all Rental Payments due in the current fiscal year of Lessee immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.

(b) By written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Property to Lessor in the manner set forth in Section 22 hereof, or Lessor, at its option, may enter upon the premises where the Property is located and take immediate possession of and remove the same;

(c) Sell or lease the Property or sublease it for the account of Lessee, holding Lessee liable for all Rental Payments and other payments due to the end of the fiscal year then in effect; the proceeds of such sale or lease shall be applied to the following items in the following order: first, to the payment of all costs and expenses of Lessor arising from the Event of Default; second, to the payment of the applicable Purchase Option Price; and third, to the payment of any Rental Payments then due and owing thereunder; and
22. TERMINATION PROCEDURE. In the event Lessor is entitled under the provisions of this Lease, including any cancelation or termination hereof pursuant to Sections 5 and 21 hereof, to obtain possession of the Property, title to the Property shall immediately vest in Lessor and Lessee shall make the Property available to Lessor free of all liens and encumbrances in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted. Lessee agrees, at its expense, to advise Lessor of the location or locations where the Property may be found, permit Lessor access to the Property, voluntarily relinquish possession of the Property to Lessor, deliver the Property to a reasonable location specified by Lessor, and fully cooperate with Lessor in all respects in the removal of and redelivery of the Property to Lessor. Lessee agrees to execute and deliver to Lessor all documents reasonably necessary to transfer legal and beneficial title to the Property to Lessor and to evidence the cancelation or termination of Lessee's interest in the Property.

23. LAW GOVERNING AND CONSTRUCTION. THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BY GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF MINNESOTA WITHOUT GIVING EFFECT TO CONFLICT OF LAW PROVISIONS. LESSEE HEREBY CONSENTS TO JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS SITTING IN THE STATE OF MINNESOTA FOR PURPOSES OF RESOLVING ALL DISPUTES OF ANY NATURE WHATSOEVER REGARDING THE LEASE, OR ANY TRANSACTION CONTEMPLATED HEREBY, AND LESSEE HEREBY WAIVES OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF JURISDICTION OR VENUE IN THE FEDERAL OR STATE COURTS OF MINNESOTA. LESSOR AND LESSEE AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE PROPERLY SERVED AND SHALL CONFIRM PERSONAL JURISDICTION IF SERVED PERSONALLY, BY CERTIFIED MAIL TO IT AT ITS ADDRESS DESIGNATED PURSUANT TO THE LEASE, OR AS OTHERWISE PROVIDED UNDER THE RESPECTIVE RULES OF THE STATE OR FEDERAL COURTS OF MINNESOTA. ANY PROVISION OF THIS LEASE WHICH MAY BE PROHIBITED OR UNENFORCEABLE IN ANY JURISDICTION SHALL NOT, AS TO SUCH JURISDICTION, INVALIDATE THE REMAINING PROVISIONS HEREOF AND SHALL NOT INVALIDATE OR RENDER UNENFORCEABLE SUCH PROVISION IN ANY OTHER JURISDICTION. LESSEE AGREES THAT, AT LESSOR'S SOLE ELECTION AND DETERMINATION, LESSOR MAY SELECT AN ALTERNATIVE FORUM, INCLUDING ARBITRATION OR MEDIATION, TO ADJUDICATE ANY DISPUTE ARISING OUT OF THIS LEASE. THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY LITIGATION REGARDING THE ENFORCEMENT OF THIS LEASE OR ANY RELATED AGREEMENTS.

24. NOTICES AND ORIGINALS. Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or at such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including the use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending email or automated (SMS) text messages. There shall be only one original counterpart of this lease and it shall bear the original signature of Lessor and be marked “Original.” To the extent that this lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this lease can be done only by the transfer of such original bearing the original signature of Lessor. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith.
By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee’s signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee’s original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee’s original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b).

25. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

26. DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS. Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

27. ENTIRE AGREEMENT; WAIVER. This Lease, together with the exhibits attached hereto constitutes the entire agreement between the parties with respect to the lease of the Property. This Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

28. APPOINTMENT. In compliance with Section 149(a) of the Internal Revenue Code of 1986, as amended, Lessee hereby designates Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership or interest in and to this Lease and Lessor hereby accept its duties as agent hereunder.

Lessee's fiscal year ends on the last day of September.

Lessor: TCF Equipment Finance, a division of TCF National Bank
By: __________________________ Operations - T.C.

Lessee: City of Pampa, Texas
By: __________________________
Name: __________________________
Title: __________________________
EXHIBIT A  
TO LEASE-PURCHASE AGREEMENT NO. 008-0668044-300  
DATED AS OF November 19, 2014

PROPERTY DESCRIPTION

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<th>Description (including features)</th>
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<td>(1) Toro Groundsmaster 3280-D 4WD, (1) Toro Groundsmaster 4000-D, (1) Toro Groundsmaster 5900 together with all attachments and accessories thereto</td>
<td>200 W. Foster Ave., Pampa, TX 79065</td>
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Total Cost $177,782.02

Lessee: City of Pampa, Texas  

By: ________________________  

Print Name: ___________________  

Title:________________________
EXHIBIT B
TO LEASE-PURCHASE AGREEMENT NO. 008-0668044-300
DATED AS OF November 19, 2014

RECEIPT CERTIFICATE

The undersigned Lessee under that certain Lease-Purchase Agreement No. 008-0668044-300, dated as of November 19, 2014, negotiated for the purpose of acquiring Property with TCF Equipment Finance, a division of TCF National Bank, as Lessor, hereby acknowledges receipt in good condition of all of the Property described on Exhibit A to said Lease-Purchase Agreement and hereby certifies that the Property is satisfactory and in accordance with specifications.

Lessee authorizes Lessor to fill in the First Payment Date on Exhibit C based on the date that Lessor disburses funds to the Vendor.

Dated: __________________________

Lessee: City of Pampa, Texas

By: ____________________________

Name: __________________________

Title: __________________________

Print
# EXHIBIT C

**RENTAL PAYMENT SCHEDULE**

TO LEASE-PURCHASE AGREEMENT NO. 008-0668044-300

DATED AS OF November 19, 2014

First Payment Date: ________________________

Nominal Annual Rate: 3.161%

**CASH FLOW DATA**

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<td>2 Payment</td>
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**AMORTIZATION SCHEDULE - Normal Amortization**

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Grand Totals: 186,287.12  8,505.10  177,782.02

Lessee: City of Pampa, Texas

By: ___________________________

Print Name: ___________________________

Title: ___________________________
EXHIBIT D
LEASE-PURCHASE AGREEMENT NO. 008-0668044-300
DATED AS OF November 19, 2014
BETWEEN
TCF Equipment Finance, a division of TCF National Bank and City of Pampa, Texas
STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

The above referenced contract is to provide financing for the purchase of Property rather than for the short-term rental of Property. For this reason, periodic payment amounts are calculated to amortize the full cost of the Property over the agreed payment term. Because we do not consider your repayment commitment to be a debt obligation, as that term would be defined by State constitution or regulations, the contract includes a non-appropriation clause and is subject to funds being encumbered for repayment on a fiscal year basis. This non-appropriation clause provides some risk that the Property will be returned during the life of the contract rather than being paid in full.

As evidence of your present intent to retain the Property throughout the scheduled term, we need a description of your understanding of the essential governmental use intended for the Property, together with an understanding of the sources from which payments will be made. To satisfy this requirement, please address the following points by completing this form:

1. a. What is the specific use of this Property?
   b. What increased capabilities will it provide?

2. Why is the Property essential to the operation of your organization?

3. a. Does the Property replace existing Property?
   b. If so, why is the replacement being made?

4. Why did you choose this specific Property or system configuration?

5. What is your estimate of the useful life of the Property to your operations?

6. What is the expected source of funds for payments due under the Agreement for the current fiscal and future fiscal years?

Lessee: City of Pampa, Texas

By: ____________________________
Print Name: ____________________________
Title: ____________________________
EXHIBIT E
INSURANCE COVERAGE DISCLOSURE
TO LEASE-PURCHASE AGREEMENT NO. 008-0668044-300
DATED AS OF November 19, 2014

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease-Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

<table>
<thead>
<tr>
<th>Insurance Company Liability:</th>
<th>Agent Name:</th>
<th>Business Phone #:</th>
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<td>Fax Phone #:</td>
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</table>

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<tr>
<th>Insurance Company Property:</th>
<th>Agent Name:</th>
<th>Business Phone #:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Fax Phone #:</td>
</tr>
</tbody>
</table>

to issue: (check to indicate coverage)

_X__ a. All Risk Physical Damage Insurance on the leased Property evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified.

_X__ b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF Equipment Finance, a division of TCF National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

$1,000,000 per person
$1,000,000 aggregate bodily injury liability
$1,000,000 property damage liability.

Proof of insurance coverage will be provided to TCF Equipment Finance, a division of TCF National Bank, 1111 West San Mar nan Dr, Suite A2 West, Waterloo, IA 50701-8926, prior to the time that the property is delivered to Lessee. Please fax a copy of the Certificate of Insurance or binder to Marisa Meyers at (866) 465-3149.

Lessee: City of Pampa, Texas

By: ____________________________ Print Name: ____________________________

Title: ____________________________
CERTIFICATE OF INCUMBENCY
LEASE-PURCHASE AGREEMENT NO. 008-0668044-300
DATED AS OF November 19, 2014

I, __________________________________________, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Pampa, Texas (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Texas, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
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IN WITNESS WHEREOF, I have duly executed this certificate this _____ day of ________________, 20__.

Signed: ____________________________

Title: ____________________________

NOTE: The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document.
<table>
<thead>
<tr>
<th>ITEM/PROJECT:</th>
<th>“TAKE FROM TABLE” ORDINANCE NO. 1629</th>
</tr>
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<tbody>
<tr>
<td>MEETING DATE:</td>
<td>December 9, 2014</td>
</tr>
<tr>
<td>DESCRIPTION:</td>
<td>Consider taking Ordinance No. 1629 “Off the Table” for discussion and possible action.</td>
</tr>
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<td>STAFF CONTACT:</td>
<td></td>
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<tr>
<td>FINANCIAL IMPACT:</td>
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<td>SOURCE OF FUNDS:</td>
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<td>START/COMPLETION SCHEDULE:</td>
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<td>RECOMMENDED ACTION:</td>
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<tr>
<td>BACKGROUND/ADDITIONAL INFORMATION:</td>
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</table>
AGENDA ITEM NO. 7

ITEM/PROJECT: ORDINANCE NO. 1629 – GOODS-IN-TRANSIT

MEETING DATE: December 9, 2014

DESCRIPTION: Consider approving on first reading Ordinance No. 1629, an Ordinance of the City of Pampa amending Ordinance No. 1629 to tax Tangible Personal Property in Transit which would otherwise be exempt pursuant to Texas Tax Code, Section 11.253.

STAFF CONTACT: Shane Stokes

FINANCIAL IMPACT: 

SOURCE OF FUNDS: 

START/COMPLETION SCHEDULE: 

RECOMMENDED ACTION: Ordinance No. 1629 attached.

BACKGROUND/ADDITIONAL INFORMATION: 

ORDINANCE NO. 1629

AN ORDINANCE AMENDING ORDINANCE NO. 1469, PASSED AND APPROVED BY THE CITY COMMISSION ON OCTOBER 23, 2007, TO TAX TANGIBLE PERSONAL PROPERTY IN TRANSIT WHICH WOULD OTHERWISE BE EXEMPT PURSUANT TO TEXAS TAX CODE, SECTION 11.253 AS AMENDED, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 82nd Texas Legislature in Special Session enacted Senate Bill 1, to take effect on January 1, 2012, which amended Section 11.253 of the Texas Tax Code and which would require a taxing unit to take action before January 1 of the first tax year in which its governing body proposes to tax goods-in-transit as redefined; and

WHEREAS, Texas Tax Code Section 11.253 (j-1) as amended allows the governing body of a taxing unit, after conducting a public hearing, to provide for the continued taxation of such goods-in-transit; and

WHEREAS, the City Commission of the City of Pampa, Texas, having conducted a public hearing as required by Section 1-n (d), Article VIII, Texas Constitution and Texas Tax Code Section 11.253 (j-1), is of the opinion that it is in the best interests of the City to continue to tax such goods-in-transit;

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

That Ordinance No. 1469 passed and approved by the City of Pampa, Texas, the 23rd day of October, 2007 is hereby amended to provide that the goods-in-transit, as defined in Texas Tax Code Section 11.253(a) (2) as amended by Senate Bill 1 enacted by the 82nd Texas Legislature in Special Session, shall remain subject to taxation by the City of Pampa, Texas, effective January 1, 2015 until such time as this Ordinance No. 1629 is rescinded or repealed.

INTRODUCED, PASSED, and APPROVED on its first reading this 9th day of December, 2014.

INTRODUCED, PASSED and APPROVED on its second and final reading this ___ day of December, 2014.

CITY OF PAMPA, TEXAS

By: _______________________________

ATTEST:      Brad Pingel, Mayor

__________________________________
Karen L. Price, City Secretary

APPROVED AS TO FORM:

__________________________________
Leland W. Waters, City Attorney
AGENDA ITEM NO. 8

ITEM/PROJECT: ORDINANCE NO. 1630 – REZONING 2013 W. 23RD AVENUE

MEETING DATE: December 9, 2014

DESCRIPTION: Consider adopting on second and final reading Ordinance No. 1630, an Ordinance of the City of Pampa rezoning from Agriculture (A) to Commercial (C), Tract Z-C of Block 3, Section 116 of the International & Great Northern Railroad Company Survey, commonly known as 2013 W. 23rd Avenue.

STAFF CONTACT: Jildardo Arias

FINANCIAL IMPACT:

SOURCE OF FUNDS:

START/COMPLETION SCHEDULE:

RECOMMENDED ACTION: Ordinance No. 1630 attached.

BACKGROUND/ADDITIONAL INFORMATION:
ORDINANCE NO. 1630

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, AMENDING SECTION 3 OF ORDINANCE NO. 690 (APPENDIX A TO THE CODE OF ORDINANCES, CITY OF PAMPA, TEXAS), PASSED AND APPROVED ON APRIL 8, 1969, CHANGING FROM AN AGRICULTURAL DISTRICT AND PLACING IN A COMMERCIAL DISTRICT TRACT Z-C, IN BLOCK 3, SECTION 116, I&GN RY.CO. SURVEY, PAMPA, GRAY COUNTY, TEXAS, AND PROVIDING FOR EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PAMPA, TEXAS:

Section 1.

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


Section 2.

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

INTRODUCED, PASSED, and APPROVED on its first reading this 25th day of November, 2014.

INTRODUCED, PASSED and APPROVED on its second and final reading this 9th day of December, 2014.

CITY OF PAMPA, TEXAS

By: _______________________________
Brad Pingel, Mayor

ATTEST:

__________________________________
Karen L. Price, City Secretary

APPROVED AS TO FORM:

__________________________________
Leland W. Waters, City Attorney
Memo

To: Donny Hooper
From: Jildardo Arias
CC:
Date: November 18, 2014
Re: Rezoning of Tract Z-C of Block 3, Section 116 of the IG&N R.R. Co. Survey

Donny,

The City Planning & Zoning Commission will be meeting on Monday, November 24th to vote on a recommendation to the Pampa City Commission approval of a rezoning request that the City has received from Josh and Lacey Crawford for property located at 2013 W. 23rd Avenue. The request is to rezone Tract Z-C of Block 3, Section 116 of the International & Great Northern Railroad Company Survey, located at 2013 W. 23rd, from Agriculture (A) to Commercial (C). Mr. and Mrs. Crawford desire to rezone the lot so that they may develop the land to be used to relocate their roofing business. I have attached an aerial map of the area depicting which tract is to be zoned Commercial as a result of the request.

The recommendation from the P&Z Commission will be brought to the City Commission.

Staff has researched the preceding request and has found no issues with spot zoning as the adjacent property is already zoned Commercial.

Sincerely,

Jildardo Arias, P.E.
City Engineer
City of Pampa, Texas
Zoning Change Request

Area requested for rezoning from agriculture to commercial.

Remains zoned commercial.

Remains zoned residential.

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community.
AGENDA ITEM NO. 9

ITEM/PROJECT: LEASE AGREEMENT WITH CLARENDON COLLEGE

MEETING DATE: December 9, 2014

DESCRIPTION: Consider entering into a two year Lease Agreement with Clarendon College for property located at 820 E. Foster.

STAFF CONTACT: Richard Morris

FINANCIAL IMPACT:

SOURCE OF FUNDS:

START/COMPLETION SCHEDULE:

RECOMMENDED ACTION:

BACKGROUND/ADDITIONAL INFORMATION: Lease Agreement attached.
LEASE

BASIC TERMS

Date: November 15, 2014

Landlord: City of Pampa, a home-rule municipality

Landlord's Address:

City of Pampa
P.O. Box 2499
Pampa, TX 79066-2499

Tenant: Clarendon College, a Texas corporation

Tenant's Address:

Clarendon College
P.O. Box 968
Clarendon, TX 79226

Premises

A portion of the building (commonly known as the U.S. Bus Building) located at 820 E. Foster, Pampa, Gray County (said portion being commonly known as the City Incubator facility) and consisting of approximately 12,740 square feet as shown on Exhibit “A”

Term (months): 36

Commencement Date: January 1, 2015

Termination Date: December 31, 2017

Rent: There shall be no monetary rent payable. Tenant, in lieu of rent, at Tenant’s expense, agrees to:

1. Be responsible for paying all utility payments for the area used, whether apportioned or by sub meter as Tenant may prefer, and all future updates, any new equipment purchased being the sole responsibility of Tenant.

2. Accept the premises in “as is” condition.

3. Maintain the premises (area used) in good condition, making all necessary repairs.

4. Use the premises solely for college classes.
5. Clean up the premises during and after operation and use.

6. Make no alterations to the premises without the written consent of Landlord, except for normal required maintenance and repairs such as windows, doors, plumbing and electrical.

7. Not to place any signs on the premises without the written consent of Landlord, it being understood that Landlord shall have the right to remove any signs from time to time in order to paint the building.

8. Comply with all ordinances of the City of Pampa and its Departments.

**Permitted Use:** College classes

**Tenant's Insurance:** As required by Insurance Addendum

**Landlord's Insurance:** As required by Insurance Addendum

**Tenant's Rebuilding Obligations:** If the Premises are damaged by fire or other elements, Tenant will be responsible for repairing or rebuilding the following leasehold improvements: All partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilation, and air conditioning equipment, and other improvements in the Premises, whether installed by Landlord or Tenant.

**Definitions**

"Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

"Injury" means (a) harm to or impairment or loss of property or its use, or (b) harm to or death of a person, as defined in the form of liability insurance Tenant is required to maintain.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Lienholder" means the holder of a deed of trust covering the Premises.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

**Clauses and Covenants**

A. **TENANT AGREES TO:**

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Obtain and pay for all utility services (to be apportioned or metered at Tenant’s option) used by Tenant and not provided by Landlord, as apportioned by Landlord or metered by Tenant at Tenant’s option.

5. Allow Landlord to enter the Premises to perform Landlord’s obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

6. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

7. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

8. If requested, deliver to Landlord a financing statement perfecting the security interest created by this lease.

9. Vacate the Premises on the last day of the Term.

10. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY’S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT’S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS’ COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

B. TENANT AGREES NOT TO:

1. Use the Premises for any purpose other than the Permitted Use.

2. Create a nuisance.

3. Permit any waste.

4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
5. Change Landlord's lock system.
6. Alter the Premises.
7. Allow a lien to be placed on the Premises.
8. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. LANDLORD AGREES TO:
1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Provide the Essential Services.
3. Repair, replace, and maintain the (a) foundation, and (b) structural soundness of the exterior walls, excluding windows and doors.

D. LANDLORD AGREES NOT TO:
1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. LANDLORD AND TENANT AGREE TO THE FOLLOWING:
1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.
2. Insurance. Tenant and Landlord will maintain the respective insurance coverage described in the attached Insurance Addendum.
3. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER AND LIENHOLDER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN
THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.

4. *Casualty/Total or Partial Destruction*

   a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, replace any of its damaged furniture, fixtures, and personal property and restore any leasehold improvements that are within Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord before Landlord completes Landlord's restoration obligations.

   b. If Landlord cannot complete the portion of the restoration for which Landlord is responsible within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord in writing within ten days from receipt of Landlord's estimate. If Tenant does not notify Landlord timely of Tenant's election to terminate this lease, the lease will continue and Landlord will restore the Premises as provided in a. above.

   c. To the extent the Premises are untenantable after the casualty; the Rent will be adjusted as may be fair and reasonable.

5. *Condemnation/Substantial or Partial Taking*

   a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

   b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises.

   c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.
6. **Uniform Commercial Code.** Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code.

7. **Default by Landlord/Events.** Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

8. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

9. **Default by Tenant/Events.** Defaults by Tenant are (a) abandoning or vacating a substantial portion of the Premises, and (b) failing to comply within ten days after written notice with any provision of this lease.

10. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

11. **Default/Waiver/Mitigation.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

12. **Holdover.** If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

13. **Alternative Dispute Resolution.** Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

14. **Attorney's Fees.** If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

15. **Venue.** Exclusive venue is in the county in which the Premises are located.

16. **Entire Agreement.** This lease, together with the attached exhibits and riders, is the
entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

17. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

18. **Limitation of Warranties.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

19. **Notices.** Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

20. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

21. **Extension Option.** Tenant has the option to extend the Term as provided in the attached extension option rider.

EXECUTED in duplicate originals this the 9th day of October, 2014, by the duly authorized official of the undersigned.

CITY OF PAMPA, a Home-Rule Municipality                     CLARENDON COLLEGE, a Texas Corporation

___________________________________   _____________________________________
Richard E. Morris, City Manager                  R.K. Riza, President
Insurance Addendum to Lease

Date: January 1, 2015
Landlord: City of Pampa, a Home-Rule Municipality
Tenant: Clarendon College, a Texas Corporation

This Insurance Addendum is part of the Lease.

A. Tenant agrees to maintain:

1. Group Activities Accident Insurance Policy

2. Cause of Loss – Special Form Insurance on Tenant’s leasehold improvements and personal property in the Premises in an amount equal to the full replacement cost.

B. Landlord agrees to maintain:

1. Commercial general liability insurance, including contractual liability insurance coverage, covering the property in which the Premises are located and Landlord’s operations.

2. Cause of Loss – special form insurance upon the building in which the Premises are located in an amount equal to the full replacement cost.

C. Landlord and Tenant agree that:

1. The cause of loss – special form insurance policies maintained by them shall contain (a) an agreed evaluation provision in lieu of a co-insurance clause, (b) an increased-cost-of-construction clause, (c) debris removal coverage, and (d) a waiver-of-subrogation clause in favor of the party not carrying the insurance.

2. Insurance shall be primary to the maintaining party and not contributory to any similar insurance carried by the other party and shall contain a severability-of-interest clause.
Extension Option Rider

Landlord grants Tenant an option to extend the Term for successive one (1) year periods (the “Additional Term”).

Tenant’s rights under this option terminate if (1) the Lease or Tenant’s right to possession of the Premises is terminated, (2) Tenant assigns its interest in the Lease or sublets any portion of the Premises, (3) Tenant fails to timely exercise the option, or (4) default exists at the time Tenant seeks to exercise the option.

Landlord and Tenant agree to the following:

1. During the Additional Term the Lease will continue as written.

2. The option to extend for the Additional Term must be exercised by written notice delivered to Landlord ninety (90) days before the Termination Date.

3. Upon Landlord’s receipt of timely written notice the term of the Lease shall be extended an additional one (1) year.

4. Provided Tenant’s rights have not been terminated, Tenant shall have the right to extend the term successively ten (10) times, thereby increasing the Term for up to ten (10) additional years.
AGENDA ITEM NO. 10

ITEM/PROJECT: CANCEL DECEMBER 23, 2014 REGULAR COMMISSION MEETING

MEETING DATE: December 9, 2014

DESCRIPTION: Consider cancelling the December 23, 2014 Regular Commission Meeting.

STAFF CONTACT:

FINANCIAL IMPACT:

SOURCE OF FUNDS:

START/COMPLETION SCHEDULE:

RECOMMENDED ACTION:

BACKGROUND/ADDITIONAL INFORMATION: