

ODESSA CITY COUNCIL WORK SESSION
October 6th, 2020
10:00 A.M.
City Hall – City Council Chambers
411 W. 8th Street
Odessa, TX. 79761

Invocation

- | | |
|--|-----------------|
| 1. Consider approval of an Interlocal Cooperation Contract with UTPB for street services | Hal Feldman |
| 2. Consider the purchase of new Fire Station Alerting (FSA) system (\$869,829.00) | Saul Ortega |
| 3. Consider award of bid for Water Treatment Plan Generator Integration Project | Tom Kerr |
| 4. Open public hearing to consider approval for specific use permit to allow a beauty shop-one chair use | Randy Brinlee |
| 5. Open public hearing to consider zone change request of Light Industrial on proposed Lot 1, Block 1, Metal Solutions Addition | Randy Brinlee |
| 6. Open public hearing to consider amending City Code, Chapter 4, Article 4-6, Section 4-6-9, "Permit Required for Peddlers, Solicitors and Itinerant Vendors" | Randy Brinlee |
| 7. Consider adopting a new Rate Review Mechanism (RRM) with Atmos Energy | Phillip Urrutia |
| 8. Discussion regarding next round of CARES funding | Merita Sandoval |
| 9. PFC Presentation and Discussion | Jim Plummer |
| 10. Update on Sports Master Plan | Steve Patton |
| 11. Discuss proposal from ECISD for CARES CRF funds | Michael Marrero |
| 12. Discuss future Council meetings and locations | Michael Marrero |
| 13. As authorized by the Texas Government Code, Section 551.071 (Consultation with Attorney), the City Council may adjourn into executive session to consider pending or contemplated litigation. Reconvene in open session for possible action. | |

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	10/13/2020	Item Type:
Contact:	Hal Feldman	Regular Resolution
Department:	Public Works	

Finance Committee Review? Yes

CAPTION

Consider approval of an Interlocal Cooperation Contract with the University of Texas of the Permian Basin for street services. (Resolution)

SUMMARY OF ITEM

The attached resolution would authorize approval of an interlocal contract between the City of Odessa and UTPB for street services related to pavement patching, sweeping, ditch cleaning and parking lot work. This is a 3-year contract with a 1% cost escalator per year.

It is the recommendation of staff to approve this interlocal cooperation contract with UTPB.

FISCAL IMPACT? No

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
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 Interlocal - UTPB Street Svcs.pdf  5r-121 Approving agreement.pdf

Other Departments, Boards, Commissions or Agencies:

STATE OF TEXAS

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§
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COUNTY OF ECTOR

**INTERLOCAL COOPERATION AGREEMENT FOR
STREET SERVICES
BY AND BETWEEN THE CITY OF ODESSA AND
THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN**

This Interlocal Cooperation Agreement for Street Services ("Agreement") is made and entered into by and between the City of Odessa, a Texas home-rule municipal corporation, (hereinafter referred to as "City"), and the University of Texas of the Permian Basin, hereinafter referred to as "UTPB", all collectively referred to as "Party" or "Parties."

RECITALS

WHEREAS, City and UTPB have each determined that contracting for and with respect to the government services, hereinafter described, to be performed as a joint effort by each of the Parties will result in increased efficiency and economy, make the most efficient use of their authority and scarce resources by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide a vital service that will best meet and promote the public health, safety, and welfare of the citizens of City and UTPB;

WHEREAS, the services made the subject of this Agreement are a governmental function and the Parties each desire to contract with one another in order to expressly define the Parties' respective roles and responsibilities; and

WHEREAS, each Party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or payments from current revenues legally available to that Party; and

WHEREAS, City and UTPB find that this Agreement will result in improved services being provided more economically and efficiently and increased public health, safety, and welfare for the constituents of each Party; and

WHEREAS, City and UTPB are each authorized to enter this Agreement pursuant to the general laws and codes of the State of Texas, including but not limited to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, and do so to describe and delineate the scope of their mutual cooperation and commitment, and to identify Municipal, Administrative, and Operation Services levels agreed to by the Parties; and

WHEREAS, City agrees to provide, subject to the terms and conditions contained herein, the equipment and personnel necessary to provide street services in connection with conducting the scope of services mutually agreed upon by the Parties and more particularly described in section 2.2 of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants, conditions, and undertakings hereinafter described, and the benefits to accrue to each Party under this Agreement, City and UTPB hereby contract, covenant, and agree to provide governmental services and functions as described herein.

ARTICLE I
TERM & TERMINATION

1.1 **Initial Term.** The term of this Agreement shall be for a three (3) year commencing upon the last date of execution hereof (the "Effective Date").

1.2 **Termination.** This Agreement may be terminated by mutual agreement of the Parties or by either Party, upon the failure of the other Party to fulfill an obligation as set forth herein if the default is not cured within thirty (30) days after written notice from the other Party. Immediately upon receipt of notice of such cancellation from either party to the other, all work and labor being performed under this Contract shall immediately cease, pending final cancellation at the end of such thirty-day period, and further provided that City shall be compensated in accordance with the terms of this Agreement for all work accomplished prior to the receipt of notice of such termination.

ARTICLE II
SCOPE OF SERVICES

2.1 **Scope.** Unless otherwise agreed to in writing by the Parties, the Scope of Services is limited to those described herein of this Agreement.

2.2 **Services.**

- .1 City will provide the material, labor and equipment required to patch potholes and depressed areas, street sweeping, channel cleaning, seal coating, and mowing throughout the UTPB campus as designated by the Physical Plant Department of UTPB.
- .2 All work should be scheduled to achieve the minimal disruption to UTPB operations and student parking as well as City Operations pertaining to maintenance of City streets. Jay Haney will be the UPTB coordination individual.

2.3 **Basis of Calculating Reimbursable Cost.**

- .1 **Pothole Patching.** \$60.00 per square yard of potholes patched

<u>Consideration</u>	<u>Three Year Period</u>
\$60.00 first year	September 1, 2020 to August 31, 2021
\$61.20 second year	September 1, 2021 to August 31, 2022
\$62.42 third year	September 1, 2022 to August 31, 2023

- .2 **Street Sweeping.** \$100.00 per hour to sweep curb lanes

<u>Consideration</u>	<u>Three Year Period</u>
\$100.00 first year	September 1, 2020 to August 31, 2021
\$102.00 second year	September 1, 2021 to August 31, 2022
\$104.04 third year	September 1, 2022 to August 31, 2023

.3 **Seal Coating.** This process runs from the middle of June until the first of August. The cost of seal coating is determined by the low bidder of the job. The City will have a crew of three for inspection. The cost of the project management and inspection is \$119.45 per hour.

<u>Consideration</u>	<u>Three Year Period</u>
\$119.45 first year	September 1, 2020 to August 31, 2021
\$121.39 second year	September 1, 2021 to August 31, 2022
\$122.60 third year	September 1, 2022 to August 31, 2023

.4 **Mowing of Property.** \$100.00 per hour

<u>Consideration</u>	<u>Three Year Period</u>
\$100.00 first year	September 1, 2020 to August 31, 2021
\$102.00 second year	September 1, 2021 to August 31, 2022
\$104.04 third year	September 1, 2022 to August 31, 2023

.5 **Pavement Crack Sealing.** \$11.31 per gallon of sealing material applied

<u>Consideration</u>	<u>Three Year Period</u>
\$11.31 first year	September 1, 2020 to August 31, 2021
\$11.42 second year	September 1, 2021 to August 31, 2022
\$11.53 third year	September 1, 2022 to August 31, 2023

.6 **Cleaning Drainage Channels.** This cost will be calculated based on actual labor, equipment and landfill costs.

.7 **Other Work.** The contracting parties may agree to the performance of other work under this agreement by written notification prior to the work being authorized.

2.4 **Permits and Licenses.** The Parties agree that they, or their contractors, will maintain in effect during the term of this Agreement any and all Federal, State licenses and/or permit which may be required to perform any agreed services.

2.5 **Warranties and Representations.**

.1 City represents only that it will use its best efforts to provide the services set forth in Section 2.2. This representation is the sole and exclusive representation given by City in connection with such services and City makes no other representation or warranty of any kind, expressed or implied. No representative of City is authorized to give, to make, or to modify any representation or warranty.

.2 City is not an insurer of services; and the liability of City, its officials, officers, and employees, for claims arising out of this Agreement, whether based in contract, tort, or otherwise, shall be limited by the provisions contained herein. This Agreement shall not be construed to create any third party liability or to waive any governmental or individual immunity. City specifically disclaims, and the above described coverage shall not include, any liability for special, indirect, incidental, or consequential damages. UTPB waives all rights of subrogation except to the extent of the coverage provided by this section.

.3 City shall not have any responsibility or liability to UTPB for any failure or delay in performance by City, which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of City. Such causes and circumstances shall include, but not be limited to, acts of God, acts of UTPB, acts or orders of any government authority, strikes or labor disputes, natural disasters, pandemics, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain from City's usual sources sufficient services or supplies, or any other cause beyond City's reasonable control.

ARTICLE III PAYMENT FOR SERVICES

3.1 **Consideration.** The Parties understand and acknowledge that UTPB shall pay City for the services provided at a cost mutually agreeable to both Parties, such cost being specifically defined in Section 2.3 above. The Parties further agree that failure to mutually agree to the rates shall be cause to terminate this Agreement.

3.2 **Maximum Contract Amount.** The total annual amount of this contract shall not exceed Seventy-Five Thousand Dollars (\$75,000).

3.3 **Invoices.** On or before the twentieth (20th) day of each month, City shall send UTPB an itemized invoice for the amount due for the services performed in the previous month. UTPB shall pay such invoice within thirty (30) days of receipt.

3.4 **Payment of Services.** UTPB shall pay for services received from appropriation items of accounts of UTPB from which like expenditures would normally be paid. UTPB shall pay for services received within thirty (30) days of receipt of a proper invoice or voucher.

3.5 **Certification by UTPB.** UTPB further certifies that it has the authority to contract for the above services by authority granted in *Texas Education Code, Section 65.31, Current Appropriations Act*.

ARTICLE IV GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall apply to this Agreement and any amendments hereto.

4.1 **Entire Agreement.** This Agreement, with all attachments, exhibits, and addendum, embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement. **In the event of conflicting provisions between this Agreement and the attachments, this Agreement shall be controlling.**

4.2 **Amendments/Modification to Agreement.** This Agreement, and any attachments, exhibits, and addendum, may be amended or modified only by a written instrument executed by all Parties. If there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

4.3 **Independent Contractor.** City and UTPB shall be in the relationship of an Independent Contractor, and the relationship shall not be that of a joint venture; and a Party's employees and officers and subcontractors shall in no way be considered as employees, officers, or subcontractors of the other Party.

4.4 **Venue.** The obligations of the Parties to this Agreement are performable in the City of Odessa which is located primarily in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas.

4.5 **Applicable Laws; Governing Law.**

.1 This Agreement is made subject to the provisions of the Charter and ordinances of the City of Odessa, as amended, and all applicable State and federal laws.

.2 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

4.6 **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.7 **Joint Preparation.** This Agreement is deemed to be drafted and prepared equally and jointly, regardless of which Party prepared or submitted the document to the other and shall not be construed against one Party or the other as a result of preparation, submittal, or execution.

4.8 **Assignment.** This Agreement shall be binding upon the Parties hereto and their successors and assigns; and, it may not be assigned by any Party without the prior written consent of the other.

4.9 **No Third-Party Rights.** Nothing within this Agreement shall be deemed to waive, modify, or alter any legal or equitable defense available to any Party, or to create any legal or equitable right or claim on behalf of any third party.

4.10 **Notices.** All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below. Mailed notices shall be deemed communicated as of five days after mailing.

If to City:

City of Odessa
Attn.: Hal Feldman, Superintendent of Traffic
Operations
411 W. 8th Street, Odessa, Texas 79761
Phone: (432) 335-3239
Email: hfeldman@odessa-tx.gov

If to UTPB:

The University of Texas of the Permian Basin
Attn.: Jay Haney, Director
Physical Plant
4901 East University, Odessa, Texas 79762
Phone: (432) 552-2763
Email: Haney_j@utpb.edu

4.11 **Indemnity.** *To the extent permitted by law, UTPB agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, that may*

arise out of or be occasioned by UTPB's breach of any of the terms or provisions of this Agreement, or by any other negligent act or omission of UTPB, its officers, agents, associates, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this Paragraph shall not apply to any liability resulting from the sole negligence of City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both UTPB and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to City or UTPB under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

4.12 Governmental Regulation. In its performance of this Agreement, the Parties agree to comply with all federal, state, and local laws, including but not limited to, the provisions of the Equal Employment Opportunity Act and the Fair Labor Standards Act, and will indemnify and hold each other harmless from and against any claims, demands, suits, losses, damages, costs, and expenses arising out of any non-compliance, violation, or alleged non-compliance violation while rendering a service under this Agreement. It is not a violation of this Agreement to withhold compliance pending an appeal of any governmental regulation in good faith.

4.13 Worker's Compensation. Both Parties agree to be responsible for satisfying any requirements of the Texas Worker's Compensation Act as to their employees.

4.14 Nondiscrimination. The Parties covenant that they will take all necessary actions to insure that, in connection with any work under this Agreement, the Parties, their associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or disability unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, the Parties shall keep, retain and safeguard all records relating to this Agreement or work performed hereunder for a minimum period of three (3) years from final Agreement completion, with full access allowed to authorized representatives of the Parties, upon request, for purposes of evaluating compliance with this and other provisions of the Agreement.

4.15 Force Majeure. No Party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the misconduct or negligence, of that Party. Such conditions, each a "Force Majeure" include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fire; explosions or other casualties; vandalism; riots of war; acts of terrorism.

.1 **Notification Obligations:** In the event a Party claims a Force Majeure Event hereunder, such Party shall promptly, but in no event more than thirty (30) days after it knows or should have known of the occurrence of the Force Majeure Event, give the other Party written notice describing the details of the occurrence and the anticipated length of delay due to the Force Majeure Event.

.2 **Duty to Mitigate:** The Parties shall use their reasonable efforts to mitigate the effects of such Force Majeure Event and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the Force Majeure Event; provided, further, that the Party not claiming a Force Majeure Event shall not be required to expend any amount of money in connection with such Force Majeure Event.

.3 **Delay Caused by Force Majeure Event:** To the extent provided in this section, neither Party shall be responsible or liable for or deemed in breach of this Agreement because of any failure or delay in complying with its obligations under or pursuant to this Agreement to the extent such failure has been caused, or contributed to, by one or more Force Majeure Events or its effects or by any combination thereof.

.4 **Performance Not Excused:** The payment of money for the service level shall not be excused because of a Force Majeure Event. In addition, a Party shall not be excused under this Article from timely performance of its obligations hereunder to the extent that the claimed Force Majeure Event was caused by any intentional acts, errors, omissions, or for any breach or default of this Agreement by such Party. Furthermore, no suspension of performance or extension of time shall relieve the Party benefiting therefrom from any liability for any breach of the obligations that were suspended or failure to comply with the time period that was extended to the extent such breach or failure occurred prior to the occurrence of the applicable Force Majeure Event.

4.16 **Immunity or Defense.** The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable states, laws, rules, or regulations.

4.17 **Waiver by Party.** Unless otherwise provided in writing by the waiving Party, a waiver by any of the Parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding default thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

4.18 **Open Records Request.** In the event that City receives a request for public information concerning this Agreement, City shall immediately forward the request to UTPB. If UTPB requires information from City to fully respond to said request, City shall promptly provide the requested information to UTPB. To the extent authorized by law, UTPB shall be responsible for replying to all requests arising out of this Agreement. UTPB shall, within the time permitted by law, reply to the request and provide City with a final copy of the information provided.

4.19 **Interlocal Agreement.** This Agreement shall satisfy any requirements for an Interlocal Agreement and shall rescind and supersede any prior agreements of the Parties that are in conflict. Both Parties find that the services provided by each Party are of equal value and providing of such services constitutes a fair exchange of consideration.

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

[Signature Page to Follow]

EXECUTED this the ____ day of _____, 20 __, by City, signing by and through its City Manager, duly authorized to execute same and by UTPB, acting through its duly authorized officials.

“CITY”
City of Odessa

By: _____
Michael Marrero, City Manager

ATTEST:

Norma Aguilar-Grimaldo, Assistant Secretary

“UTPB”
The University of Texas of the Permian Basin

By: 
Cesario Valenzuela, Vice President of
Business Affairs

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

(CITY)

STATE OF TEXAS §

COUNTY OF ECTOR §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Michael Marrero, City Manager of the City of Odessa.

Notary Public in and for the State of Texas

(UTPB)

STATE OF TEXAS §

COUNTY OF ECTOR §

This instrument was acknowledged before me on the 14 day of September, 2020, by Cesario Valenzuela, Vice President of Business Affairs of the University of Texas of the Permian Basin.



Tricia Garza

Notary Public in and for the State of Texas

RESOLUTION NO. 2020R-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR STREET SERVICES BETWEEN THE CITY OF ODESSA AND THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN (UTPB); APPROVING THE FINDINGS OF FACT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, in August 2017, UTPB and the City of Odessa (City) entered into an interlocal cooperation agreement wherein the City would provide certain street services to UTPB for consideration; and

WHEREAS, the term of said agreement was for three (3) years; and

WHEREAS, UTPB and the City of Odessa desire to enter into another interlocal cooperation agreement for the same street services for an additional three (3) years;

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

Section 1. That the statements of fact in the Preamble are found to be true and correct and are approved as findings.

Section 2. That an Interlocal Cooperation Agreement for Street Services between the City and UTPB is approved and authorized for execution.

Section 3. That the City Manager or his designee is authorized to execute any documents necessary to implement this resolution.

Section 4. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 13th day of October, A.D., 2020, by the following vote:

Michael K. Shelton, Sr.	___
Dewey Bryant	___
Detra White	___
Tom Sprawls	___
Mari Willis	___
Peggy Dean	___
David R. Turner	___

Approved this the 13th of October, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	10/13/2020	Item Type:
Contact:	Saul Ortega	Consent
Department:	Fire	

Finance Committee Review? Yes

CAPTION

Consider the purchase of new Fire Station Alerting (FSA) system with MachAlert.

SUMMARY OF ITEM

Approval of this item will provide the City with an economically and technically sound solution that will help to manage Fire Dispatch and Alerting resources more efficiently. This will lead to a reduction in City's emergency response times, less firefighter stress, and the confidence that the fires stations will be alerted every single time a call comes in from Public Safety Communications.

The primary Fire Station Alerting System solution proposed will encompass a single Alerting Interface Controller (AIC), MACH Alert Server, and MACH Alert Station Controllers (SC) at (9) nine Fire Stations. Also included are the Data radios, which will provide full alerting data via a secondary Radio Frequency path. These radios will eliminate the need for the dispatch operator to manually employ Call Alerts in a single AIC and Server configuration where an IP link to a station fails. Also included are Incident Displays, touch plates, and Turn-Out Timers.

The purchase price of the new FSA System is \$869,829.00. This will be funded out of Acct #52220100-58200-83437 & Acct #60010600-58250-86500.

FISCAL IMPACT? Yes

Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Supplemental	Total Project/Account:	\$869,829	\$869,829	\$0
		Less Other Items:	\$0	\$0	\$0
Cost		This Agenda Item:	\$869,829	\$869,829	\$0
Fiscal Note Attached:	ACTION NEEDED TO AMEND THE BUDGET				
	Appropriation Amount:		Transfer Amount:		

Appropriation By:

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
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1.3 FIRE STATION ALERTING OFFERING-STATEMENT OF WORK

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		

Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing, if applicable	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees, if applicable.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X

Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Conduct one three-point ground resistance test of each site.	X	
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X

Supply interior building cable trays, raceways, conduits, and wiresupports.		X
Pay for usage costs of power and generator fueling, bothduringthe construction and installation effort, and on an ongoingbasis.		X
Provide one-time mobilization of construction crews.	X	
Transport removed site equipment to a location designated byCustomer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessaryfor system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Each Motorola/DCR-supplied system element is considered a "unit" in the remaining sections. For example, the following are each considered separate units: the FSA Server, Alerting Interface Controller (AIC), Station Controller (SC), etc. For eachunit: Receive allmaterial. Assemble theunit. Perform Quality Control (QC), including point-to-point wiring verification, onthe assembled unit.	X	

<p>Each unit will have a type-specific Unit Functional Test Procedure. The Customer-specific units will each have a Unit Functional Test Checklist for QC purposes. The Customer-specific system will have a System Functional Test Procedure and Checklist.</p> <p>For each unit: Prepare the Customer-specific Unit Functional Test Checklist. Configure Customer-specific Unit. Storage of Customer-specific alert tones into the ACTIVE Module(s), as necessary. Perform the associated Unit Functional Test Procedure. Record the results of the test on the Customer-specific Unit Functional Test Checklist. Record Unit pass/fail on the Unit Functional Test Checklist. Correct deficiencies and re-test, as necessary. Stage a sufficient number of tested unit types and quantities to adequately represent the Customer's system. Prepare the Customer-specific System Functional Test Checklist.</p>	X	
<p>Configure System Software. Perform the Customer-specific System Functional Test Procedure. Record the results of the test on the Customer-specific System Functional Test Checklist. Record System pass/fail on the System Functional Test Checklist. Correct deficiencies and re-test, as necessary.</p>	X	
<p>Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.</p>		X
<p>Deliverable: System staged and ready for shipment.</p>		
<p>Equipment Shipment and Storage</p>		
<p>Provide secure location for solution equipment.</p>	X	X
<p>Pack and ship solution equipment to the identified, or site locations.</p>		
<p>Receive solution equipment.</p>		X
<p>Inventory solution equipment.</p>	X	
<p>Deliverable: Solution equipment received and ready for installation</p>		
<p>General Installation</p>		
<p>Deliver solution equipment to installation location.</p>	X	

Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
SYSTEM OPTIMIZATION AND TESTING		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance	X	

tests.		
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Training		
Finalize schedule for training coursework.	X	
Provide training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X
Deliverable: Training coursework completed.		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X

Cut over users and ensure that new system is operating as proposed.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		



SECTION 2

PRICING SUMMARY

Equipment and Services Summary

Description	Total
Fire Station Alerting with MachAlert	\$991,344
<i>Timing Incentive (Signed Contract and P.O. received by 9/24/20)</i>	<i>(\$121,515)</i>
TOTAL	\$869,829

Maintenance and Warranty

FSA Post-Warranty Support	Year 2	Year 3	Year 4	Year 5
Fire Station Alerting with MachAlert	\$76,234.76	\$78,041.06	\$79,933.85	\$81,916.14

Payment

System Purchase:

1. 25% of the System Price due upon contract execution (due upon effective date);
2. 60% of the System Price due upon shipment of equipment from Staging;
3. 10% of the System Price due upon installation of equipment; and
4. 5% of the System Price due upon Final Acceptance.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value

For Maintenance and Warranty:

Motorola will invoice Customer annually in advance of each year of the plan.

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	10/13/2020	Item Type:
---------------	------------	------------

Contact:	Thomas Kerr / Esteban Acosta	Regular
Department:	Public Works / Utilities	Bid Award

Finance Committee Review? Yes

CAPTION

Consider award of bid for the Water Treatment Plant Generator Integration Project, Job No. 20-2510-52

SUMMARY OF ITEM

The City issued a request for bids to construct improvements at the Water Treatment Plant required to replace the existing failed backup power generator. Two bids were received from local contractors, Dennard Electric and J. C. Roberts Construction. Dennard Electric provided the low bid for \$488,180.00. This is within the expected cost.

The City WTP is required to have a backup power generator under State regulation to ensure WTP operations when there are power outages often associated with storm events that may cause power line outages. The existing generator catastrophically failed and the City Council previously awarded the purchase of a new generator. The new generator was delivered this last week. The existing generator is sized to provide power for the full demands of the plant and growth of the community. It is not physically possible to replace the existing generator in kind and in the same location. That drives us to construct these improvements placing the generator at the best location in consideration of pending plant improvements.

Time to complete is approximately 6 months.

Staff recommends approval.

FISCAL IMPACT? Yes

Fiscal Year:	2019-20	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Water/Sewer	Total Project/Account:	\$612,500	\$488,108	\$124,392
Cost		Less Other Items:	\$0	\$0	\$0
		This Agenda Item:	\$612,500	\$488,108	\$124,392
Fiscal Note Attached:	ACTION NEEDED TO AMEND THE BUDGET				
	Appropriation Amount:		Transfer Amount:		

Appropriation By:

Comments:

The funds to be utilized for this expenditure are from Water Treatment Capital Outlay-Improvements, account number 5000-53644500-58100

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 200917 Genrator Integration Package 20 2510 52 Bid Tabulation.pdf  Odessa Generator Package 100% drawings (Print Ready Copy).pdf  New Genset.jpg	Council Work Session: 10-6-2020

GENERATOR INTEGRATION PACKAGE #20-2510-52

September 17th 2020

Item #	Description	Quantity	Unit	Dennard Electric		JC Roberts	
				Unit Cost	Cost	Unit Cost	Cost
1	Mobilization	1	L.S	6,500.00	6,500.00	22,000.00	22,000.00
2	Civil Work	1	L.S	72,200.00	72,200.00	57,700.00	57,700.00
3	Structural Work	1	L.S	62,000.00	62,000.00	57,000.00	57,000.00
4	Eletrical Work	1	L.S	281,308.00	281,308.00	318,000.00	318,000.00
5	Miscellaneous Work	1	L.S	66,100.00	66,100.00	117,000.00	117,000.00
		TOTAL			488,108.00		571,700.00

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	10/13/2020	Item Type:
---------------	------------	------------

Contact:	Randy Brinlee	Regular
Department:	Planning	Ordinance; Hearing

Finance Committee Review? No

CAPTION

Open a public hearing to consider approval of the request by Tabitha McElhane, owner, for a specific use permit to allow a beauty shop-one chair accessory use in a Single Family-Three (SF-3) zoning district on Lot 21, Block 13, Scottsdale West (5 Cody Ct.) (Ordinance -- First Approval)

SUMMARY OF ITEM

The property involved in this request is located at 5 Cody Ct. The site is currently zoned Single Family- Three (SF-3) and is occupied by residential use. Land use in the general area consists of single family residential development.

The applicant is Tabitha McElhane, owner, and the purpose of the request is to consider approval of a specific use permit to allow a beauty shop-one chair accessory use in a Single Family-Three (SF-3) zoning district.

A site plan has been prepared indicating the location of the existing single family residence (1,734 sq. ft.) on the property (9,607 sq ft.). The proposed shop will have a floor area of approximately 450 sq. ft. and will be located next to the existing residence. No additional structures are proposed for this development. The proposed beauty shop will require two (2) paved parking spaces along with two (2) paved spaces for the residence. The building setbacks and lot coverage (approximately 46%) of the existing and proposed structures meet ordinance requirements.

The Planning and Zoning Commission gave unanimous approval (4 members present) to this request with the following conditions:

1. No sign will be allowed on the property.
2. One operator, being an immediate family member, shall be allowed to work in the shop.
3. Hours of operation limited to 8:00 a.m. to 7:00 p.m.
4. All applicable building codes need to be met.
5. Review of the permit upon receiving neighborhood complaints. This is a temporary permit and the City Council shall have the right of termination for violation of the terms and conditions of the permit or because of the negative effect of the use on the neighborhood after a public hearing.
6. Adoption of the site plan.

FISCAL IMPACT? No

Comments:
The Planning Staff concurs with the Planning and Zoning Commission recommendation.

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
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SUMMARY OF RESPONSE TO NEIGHBORING PROPERTY OWNERS

Tabitha McElhaney

DATE OF NEWSPAPER PUBLICATION: September 6, 2020

NOTICES MAILED OUT: 18

NOTICES RETURNED: 0

NUMBER OF PROTESTS: 3

NUMBER OF APPROVALS: 2

DOES PROTEST REPRESENT 20% OF THE AREA WITHIN 200 FOOT RADIUS OF THE ZONING REQUEST? NO

***SEE ATTACHED NOTIFICATION MAP FOR APPROVAL AND PROTEST AREAS.**

ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AMENDING THE ODESSA CITY CODE CHAPTER 14 "ZONING" ARTICLE 14-2 "USES" SECTION 14-2-6 "SPECIFIC USE PERMITS" BY GRANTING A SPECIFIC USE PERMIT TO ALLOW A BEAUTY SHOP-ONE CHAIR ACCESSORY USE IN A SINGLE FAMILY-THREE (SF-3) ZONING DISTRICT ON LOT 21, BLOCK 13, SCOTTSDALE WEST (5 CODY COURT); PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; DIRECTING PUBLICATION; AND DECLARING AN EFFECTIVE DATE..

WHEREAS, all legal requirements, including public notice, hearing and recommendation by the Planning and Zoning Commission prerequisite to the amendment contained herein have been complied with and fulfilled; and

WHEREAS, the City Council considers the herein contained amendment to the Odessa City Code Chapter 14 "Zoning" Article 14-2 "Uses" Section 14-2-6 "Specific use permits" to be in harmony with the general plan of development in the City of Odessa and consistent with the health, safety and welfare of the inhabitants of the City of Odessa;

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

Section 1. That the Odessa City Code Chapter 14 "Zoning" Article 14-2 "Uses" Section 14-2-6 "Specific use permits" is hereby amended to grant a specific use permit to allow a beauty shop-one chair accessory use in a Single Family-Three (SF-3) Zoning District on Lot 21, Block 13, SCOTTSDALE WEST, as shown on the attached Exhibit "A". This property is located at 5 Cody Court. This specific use permit shall be referenced S-197 on the Zoning District Map of the City of Odessa and shall be listed in the official zoning map maintained on the official City of Odessa website and available upon request in the planning and zoning commission's office.

Section 2. That the site plan and conditions, which are attached hereto as Exhibits “B” and “C”, respectively, are approved.

Section 3. That should any section, clause or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. That any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$2000.00 as provided by City Code Section 1-1-9 “General Penalty,” which section is adopted by reference and made a part hereof.

Section 5. That the caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the city of Odessa, as provided by City Charter section 65.

Section 6. That this ordinance shall go into effect five (5) days after its publication following adoption on second approval as provided by City Charter section 65.

The foregoing ordinance was first approved on the 13th day of October, A.D., 2020, by the following vote:

Michael Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

The foregoing ordinance was adopted on second and final approval on the 27th day of October, A.D., 2020, by the following vote:

Michael Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved this the 27th of October, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

ORDINANCE 2020-__
EXHIBIT "C"

CONDITIONS

1. No sign will be allowed on the property.
2. One operator, being an immediate family member, shall be allowed to work in the shop.
3. Hours of operation limited to 8:00 a.m. to 7:00 p.m.
4. All applicable building codes need to be met.
5. Review of the permit upon receiving neighborhood complaints. This is a temporary permit and the City Council shall have the right of termination for violation of the terms and conditions of the permit or because of the negative effect of the use on the neighborhood after a public hearing.
6. Adoption of the site plan..

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	10/13/2020	Item Type:
---------------	------------	------------

Contact:	Randy Brinlee	Regular
Department:	Planning	Ordinance; Hearing

Finance Committee Review? No

CAPTION

Open a public hearing to consider approval of the request by Tyler Bradley, owner, SW Howell, agent, for original zoning of Light Industrial (LI)) on proposed Lot 1, Block 1, Metal Solutions Addition (southwest of the intersection of Interstate 20 and Crane Ave.) (Ordinance -- First Approval)

SUMMARY OF ITEM

The property involved in this request is located southwest of the intersection of Interstate 20 and Crane Ave. The site is currently designated Future Development (FD) and is vacant. Land use in the area consists of industrial development and vacant land.

The applicant is Tyler Bradley, owner, SW Howell, agent, and the purpose of the original zoning request is to establish a zoning district to facilitate industrial development on the site.

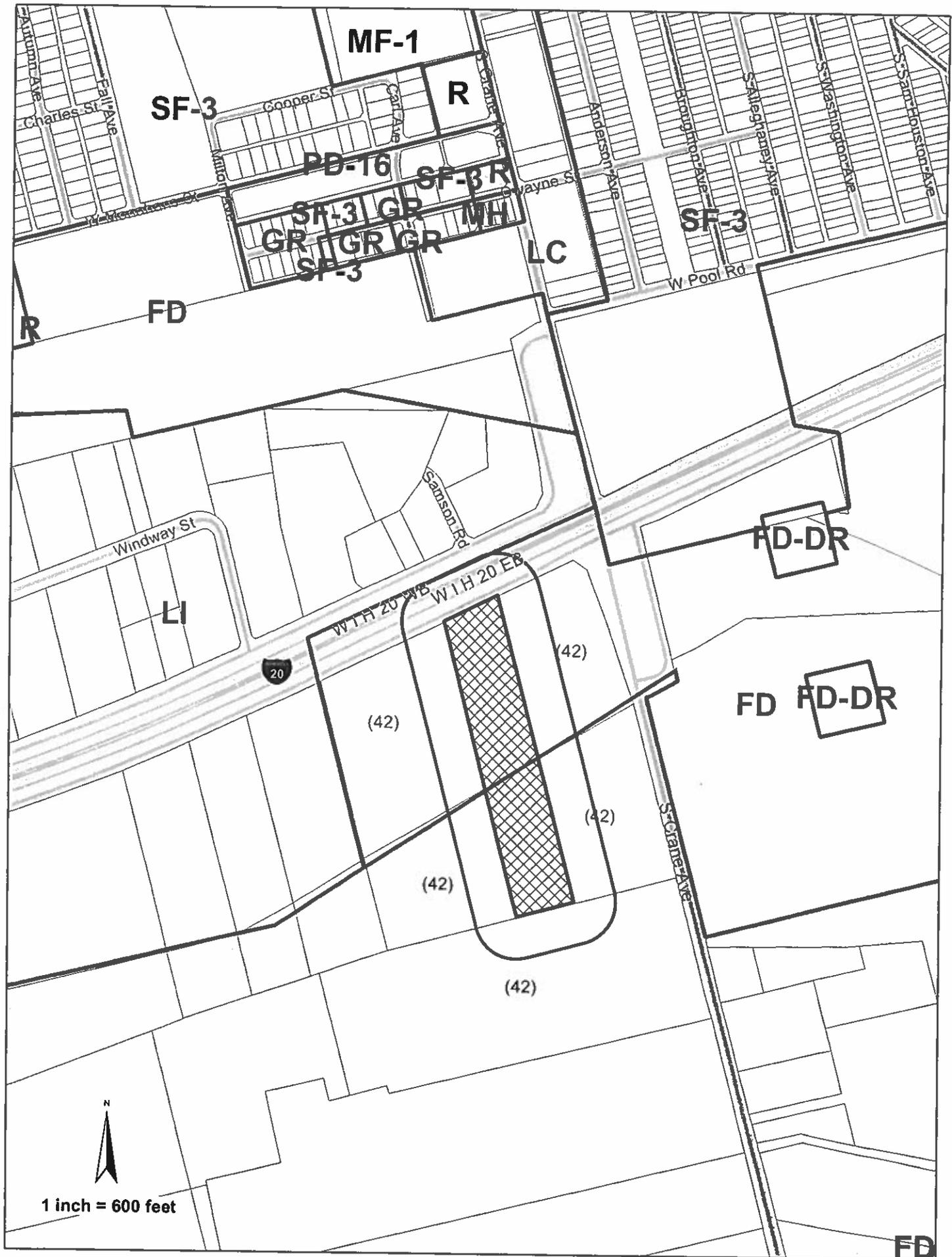
This request is not out of line with the City of Odessa's Comprehensive Plan or existing zoning districts in the area and future land uses in this area are projected to be comparable in type and intensity of use.

The Planning and Zoning Commission gave unanimous approval (4 members present) to this request of Light Industrial (LI).

FISCAL IMPACT? No

Comments:
The Planning Staff concurs with the Planning and Zoning Commission recommendation.

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
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SUMMARY OF RESPONSE TO NEIGHBORING PROPERTY OWNERS

Tyler Bradley

DATE OF NEWSPAPER PUBLICATION: September 6, 2020

NOTICES MAILED OUT: 1

NOTICES RETURNED: 0

NUMBER OF PROTESTS: 0

NUMBER OF APPROVALS: 0

DOES PROTEST REPRESENT 20% OF THE AREA WITHIN 200 FOOT RADIUS OF THE ZONING REQUEST? NO

***SEE ATTACHED NOTIFICATION MAP FOR APPROVAL AND PROTEST AREAS.**

ORDINANCE NO. 2020-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AMENDING THE ODESSA CITY CODE CHAPTER 14 "ZONING" ARTICLE 14-1 "GENERAL PROVISIONS" SECTION 14-1-4 "ZONING DISTRICT MAP" BY ADDING THE ORIGINAL ZONING CLASSIFICATION OF LIGHT INDUSTRIAL (LI) ON PROPOSED LOT 1, BLOCK 1, METAL SOLUTIONS ADDITION, ECTOR COUNTY, TEXAS (SOUTH OF THE INTERSECTION OF INTERSTATE 20 AND CRANE AVENUE); PROVIDING A PENALTY CLAUSE AND OTHER APPROPRIATE CLAUSES.

WHEREAS, all legal requirements, including public notice, hearing and recommendation by the Planning and Zoning Commission prerequisite to the amendment contained herein have been complied with and fulfilled; and

WHEREAS, The City Council considers the herein contained amendment to the Odessa City Code Chapter 14 "Zoning" Article 14-1 "General Provisions" Section 14-1-4 "Zoning District Map" to be in harmony with the general plan of development in the City of Odessa and consistent with the health, safety and welfare of the inhabitants of the City of Odessa;

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

Section 1. That the Odessa City Code Chapter 14 "Zoning" Article 14-1 "General Provisions" Section 14-1-4 "Zoning District Map" is hereby amended by granting the original zoning classification of Light Industrial (LI) on Proposed Lot 1, Block 1, METAL SOLUTIONS ADDITION, Ector County, Texas, as shown on the attached Exhibit "A". This site is located south of the intersection of Interstate 20 and Crane Avenue. These changes shall be shown on the official zoning district map of the City of Odessa and elsewhere as provided by ordinance.

Section 2. That should any section, clause or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

Section 3. That any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$2000.00 as provided by City Code Section 1-1-9 “General Penalty,” which section is adopted by reference and made a part hereof.

Section 4. That the caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the city of Odessa, as provided by City Charter section 65.

Section 5. That this ordinance shall go into effect five (5) days after its publication following adoption on second approval as provided by City Charter section 65.

The foregoing ordinance was first approved on the 13th day of October, A.D., 2020, by the following vote:

Michael Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

The foregoing ordinance was adopted on second and final approval on the 27th day of October, A.D., 2020, by the following vote:

Michael Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved this the 27th of October, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	10/13/2020	Item Type:
---------------	------------	------------

Contact:	Randy Brinlee	Regular
Department:	Planning	Ordinance; Hearing

Finance Committee Review? No

CAPTION

Open a public hearing to consider amending the Odessa City Code Chapter 4 "Business Regulations", Article 4-6 "Peddlers and Itinerant Vendors", Section 4-6-9 "Permit Required for Peddlers, Solicitors and Itinerant Vendors" (Ordinance -- First Approval)

SUMMARY OF ITEM

The purpose of this amendment to Section 4-6-9 is to clarify the type and purpose of accessory vehicles for itinerant vendors.

FISCAL IMPACT? No

Comments:

Supporting Documents:

Other Departments, Boards, Commissions or Agencies:

Proposed Ordinance



ORD- Amendment to 4-6-9.docx

ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS,
AMENDING THE ODESSA CITY CODE CHAPTER 4 "BUSINESS REGULATIONS",
ARTICLE 4-6 "PEDDLERS AND ITINERANT VENDORS", SECTION 4-6-9 "PERMIT
REQUIRED FOR PEDDLERS, SOLICITORS AND ITINERANT VENDORS";
PROVIDING A PENALTY CLAUSE AND OTHER APPROPRIATE CLAUSES.

WHEREAS, currently, Section 4-6-9 lists only two restrictions on the use of accessory structures for itinerant vendors; and

WHEREAS, Section 4-6-9 needs to be amended to clarify the type and purpose of accessory vehicles for itinerant vendors.

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

Section 1. That the Odessa City Code Chapter 4 "Business Regulations", Article 4-6 "Peddlers and Itinerant Vendors", Section 4-6-9 "Permit required for peddlers, solicitors and itinerant vendors" is hereby amended as follows:

Sec. 4-6-9 Permit required for peddlers, solicitors and itinerant vendors

(b) An itinerant vendor may not use a tent, ~~or~~ temporary building, ~~or trailer~~, except a portable sanitary facility to be used while the vendor is set up at an event. ~~or a single axel trailer to be used only for the display of goods or merchandise for sale.~~ Any sunshade or umbrella must be made of fabric and cannot exceed four (4) feet by four (4) feet in dimension.

Section 2. That all parts of the existing ordinance not specifically addressed in the foregoing amended portions of each section shall remain unchanged.

Section 3. That should any section, clause or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. That any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$500.00 as provided in Section 4-6-9 (o), "Violation", Odessa City Code.

Section 5. That the caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the city of Odessa, as provided by City Charter Section 65.

Section 6. That this ordinance shall go into effect five (5) days after its publication following adoption on second approval as provided by City Charter Section 65.

The foregoing ordinance was first approved on the ____ day of _____, A.D., 2020, by the following vote:

Michael K. Shelton, Sr. _____
Dewey Bryant _____

Detra White _____
Tom Sprawls _____
Mari Willis _____
Peggy Dean _____
David R. Turner _____

The foregoing ordinance was adopted on second and final approval on the ____ day of _____, A.D., 2020,
by the following vote:

Michael K. Shelton, Sr. _____
Dewey Bryant _____
Detra White _____
Tom Sprawls _____
Mari Willis _____
Peggy Dean _____
David R. Turner _____

Approved this the ____ of _____, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	10/13/2020	Item Type:
Contact:	Phillip J. Urrutia	
Department:	City Manager's Office	Regular

Finance Committee Review? Yes

CAPTION

Consider adopting a new Rate Review Mechanism 'RRM' with Atmos Energy. (RESOLUTION)

SUMMARY OF ITEM

On March 31, 2020, Atmos Energy filed a new Rate Review Mechanism 'RRM' with the system served cities and the Texas Railroad Commission. The City of Odessa is a member of a Steering Committee of 66 West Texas cities served by Atmos Energy's West Texas Division that reviews RRM filings. The original proposal was for an increase of \$6.6 million annually for West Texas Cities customers. The Steering Committee's Executive Committee and legal staff (Lloyd, Gosselink of Austin, Texas), have agreed to settle the filing for \$5.9 million for the West Texas Cities Steering Committee following negotiations. The last increase sought by Atmos Energy was approved in September 2019 for a total of \$4.70 Million for the West Texas Cities.

Proposed increases to customer types are as follows:

- Residential: 7.54%
- Commercial: 6.36%
- Industrial: 5.72%
- Public Authority: 6.32%

The average residential bill will increase by \$3.04 per month.

Approval of this agenda item will allow for the \$5.9 million annual settlement recommend by the Steering Committee's legal counsel.

FISCAL IMPACT? No

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 2020 Atmos West Texas RRM Model Staff Report Attachments.pdf  2020 Atmos West Texas RRM Model Staff Report.docx  7r-031 Atmos RRM 2020.pdf	

August 19, 2019

MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE

BACKGROUND AND SUMMARY

The City, along with 66 other West Texas cities served by Atmos Energy Corporation, West Texas Division (“Atmos West Texas” or “Company”), is a member of Cities Served by Atmos West Texas (“Cities”). In 2007, the Cities and Atmos West Texas settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by Cities in 2018. On or about March 31, 2020, the Company filed a rate request pursuant to the RRM Tariff adopted by Cities. The Company claimed that its cost of service in a test year ending December 31, 2019, entitled it to additional revenues system-wide of \$7.1 million.

Application of the standards set forth in the Cities’ RRM Tariff reduces the Company’s request for additional revenues from Cities to \$6.6 million. After a review of Cities’ consultants’ report and negotiations with Cities’ Executive Committee, Atmos agreed to a rate increase of \$5.9 million, with an Effective Date of December 1, 2020. That Effective Date reflects two months’ delay beyond the October 1 date specified in your RRM Ordinance, which saves approximately \$800,000 off the rates designed to yield \$5.9 million. Since your consultants recommended an increase of \$5.3 million, the settlement at \$5.9 million with a two month delay in the Effective Date is functionally equivalent to or better than a best case scenario.

PROOF OF REVENUES

Atmos generated proof of revenues associated with the Resolution and attached rate tariffs. That proof is attached as Attachment 1 to this Staff Report. Cities’ consultants have confirmed the accuracy of the proof.

BILL IMPACT

The impact of this increase in revenues to an average residential customer’s bill is an increase of approximately \$3.04 per month. A bill impact estimate for each customer class is attached as Attachment 2. Comparison of the new rates to rates in effect for areas not under the RRM process reveals that settling Cities will maintain a slight economic monthly advantage over rates in effect in Amarillo, Lubbock, and Environs. See Attachment 3.

CITIES' OBJECTION TO THE SECTION 104.301 GRIP PROCESS

Cities strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues and rewarding the Company for increasing capital investment. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow Cities to recover their rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing), and rate increases go into effect without any material adjustments. In the Executive Committee's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS

1. This section approves all findings in the Resolution.
2. This section adopts the attached RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos West Texas to recover an additional \$5.9 million over a 12-month period, but the new rates should only be effective for 10 months.
4. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate settings.
5. This section approves an exhibit to be used in future rate cases regarding recovery of regulatory liabilities, such as excess deferred income taxes.
6. This section requires the Company to reimburse the City for expenses associated with adoption of the Resolution.
7. This section repeals any resolution or ordinance that is inconsistent with this Resolution.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.

10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for the Executive Committee.

2142/18/8109182

Attachment 1
2020 RRM Settlement
Cities' Model Staff Report

PROOF OF REVENUES

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
PROOF OF REVENUES - AFFECTED CITIES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Customer Class (a)	Current (b)	Proposed (c)	Bills (d)	Ccf (e)	Current Revenues (f)	Proposed Revenues (g)	Increase (h)
1	Residential							
2	Customer Charge	\$ 16.80	\$ 17.50	1,539,906		\$ 25,870,427	\$ 26,948,361	
3	Consumption Charge	\$ 0.23158	\$ 0.27574		75,746,595	17,541,397	20,886,366	
4	Total Class Revenue					\$ 43,411,823	\$ 47,834,727	\$ 4,422,904
5								
6	Commercial							
7	Customer Charge	\$ 47.00	\$ 51.50	125,508		\$ 5,898,879	\$ 6,463,665	
8	Consumption Charge	\$ 0.14656	\$ 0.16254		31,092,270	4,556,883	5,053,738	
9	Total Class Revenue					\$ 10,455,762	\$ 11,517,402	\$ 1,061,641
10								
11	Industrial & Transportation							
12	Customer Charge	\$ 460.75	\$ 527.25	476		\$ 219,317	\$ 250,971	
13	Consumption Charge	\$ 0.09494	\$ 0.10070		4,809,367	456,601	484,303	
14	Total Class Revenue					\$ 675,918	\$ 735,274	\$ 59,356
15								
16	Public Authority							
17	Customer Charge	\$ 132.25	\$ 144.75	16,200		\$ 2,142,410	\$ 2,344,906	
18	Consumption Charge	\$ 0.12761	\$ 0.14207		10,636,665	1,357,345	1,511,151	
19	Total Class Revenue					\$ 3,499,755	\$ 3,856,057	\$ 356,302
20								
21	Total, Excluding Other Revenue					\$ 58,043,258	\$ 63,943,461	\$ 5,900,203

**Attachment 2
2020 RRM Settlement
Cities' Model Staff Report**

AVERAGE BILL COMPARISON

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Description (a)	Current (b)	Proposed (c)	Change	
				Amount (d)	Percent (e)
<u>RESIDENTIAL</u>					
1	Customer Charge	\$ 16.80			
2	Consumption Charge	11.37			
3	Rider GCA	9.85			
4	Subtotal	\$ 38.02			
5	Rider FF & Rider TAX	2.26			
6	Total	\$ 40.28			
7					
8	Customer Charge	\$ 17.50			
9	Consumption Charge	13.54			
10	Rider GCA	9.85			
11	Subtotal	\$ 40.89			
12	Rider FF & Rider TAX	2.43			
13	Total	\$ 43.32	\$ 3.04	7.54%	
14					
15					
<u>COMMERCIAL</u>					
16	Customer Charge	\$ 47.00			
17	Consumption Charge	36.30			
18	Rider GCA	49.71			
19	Subtotal	\$ 133.01			
20	Rider FF & Rider TAX	7.90			
21	Total	\$ 140.91			
22					
23	Customer Charge	\$ 51.50			
24	Consumption Charge	40.26			
25	Rider GCA	49.71			
26	Subtotal	\$ 141.47			
27	Rider FF & Rider TAX	8.41			
28	Total	\$ 149.87	\$ 8.96	6.36%	
29					
30					

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Description (a)	Current (b)	Proposed (c)	Change	
				Amount (d)	Percent (e)
INDUSTRIAL					
31	Customer Charge	\$ 460.75			
32	Consumption Charge	=			
33	Rider GCA	=			
34	Subtotal	\$ 1,523.63			
35	Rider FF & Rider TAX	=			
36	Total	\$ 1,614.17			
37					
38					
39	Customer Charge	\$ 527.25			
40	Consumption Charge	=			
41	Rider GCA	=			
42	Subtotal	\$ 1,610.84			
43	Rider FF & Rider TAX	=			
44	Total	\$ 1,706.57	\$ 92.39		5.72%
45					
46					
TRANSPORTATION					
47	Customer Charge	\$ 460.75			
48	Consumption Charge	=			
49	Rider GCA (1)	=			
50	Subtotal	\$ 2,844.53			
51	Rider FF & Rider TAX	=			
52	Total	\$ 3,013.57			
53					
54	Customer Charge	\$ 527.25			
55	Consumption Charge	=			
56	Rider GCA (1)	=			
57	Subtotal	\$ 3,055.66			
58	Rider FF & Rider TAX	=			
59	Total	\$ 3,237.24	\$ 223.67		7.42%
60					

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Description (a)	Current (b)	Proposed (c)	Change	
				Amount (d)	Percent (e)
PUBLIC AUTHORITY					
61	Customer Charge	\$ 132.25			
62	Consumption Charge	83.78			
63	Rider GCA	131.74			
64	Subtotal	\$ 347.76			
65	Rider FF & Rider TAX	20.67			
66	Total	\$ 368.43			
67					
68					
69	Customer Charge		\$ 144.75		
70	Consumption Charge		93.27		
71	Rider GCA		131.74		
72	Subtotal		\$ 369.76		
73	Rider FF & Rider TAX		21.97		
74	Total		\$ 391.73	\$ 23.30	6.32%
75					

Note:

1. Rider GCA does not apply to the Transportation Tariff. Therefore, the GCA Rate has been set to zero.

**Attachment 3
2020 RRM Settlement
Cities' Model Staff Report**

**RESIDENTIAL AVERAGE RATE COMPARISON
WITH AMARILLO, LUBBOCK, AND ENVIRONS**

**ATMOS ENERGY CORP., WEST TEXAS DIVISION
RESIDENTIAL AVERAGE RATE COMPARISON
TEST YEAR ENDING DECEMBER 31, 2019**

	WT Cities Settled	Amarillo Filing	Lubbock Filing	Environs Filing
Cust Charge	\$17.50	\$27.67	\$27.67	\$21.46
Monthly Ccf	53.8	53.8	53.8	53.8
Cons Charge	\$0.27574	\$0.09205	\$0.11738	\$0.21224
Average Mo Bill	\$32.33	\$32.62	\$33.99	\$32.88
		-\$0.29	-\$1.65	-\$0.54

RESOLUTION NO. 2020R-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS (“CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY’S 2020 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVIDNG AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE CITIES’ LEGAL COUNSEL.

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

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

Whereas, Cities and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for Cities based on the system-wide cost of serving the Atmos West Texas service area; and

Whereas, the RRM tariff was adopted by the City in a rate ordinance in 2018; and

Whereas, on about March 31, 2020, Atmos West Texas filed its 2020 RRM rate request with Cities based on a test year ending December 31, 2019; and

Whereas, Cities coordinated its review of the Atmos West Texas 2020 RRM filing through its Executive Committee, assisted by Cities’ attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

Whereas, the Executive Committee, as well as Cities' counsel and consultants, recommends that Cities approve an increase in base rates for Atmos West Texas of \$5.9 million with an Effective Date of December 1, 2020; and

Whereas, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the Cities' Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

Whereas, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

Whereas, the settlement agreement establishes an amortization schedule for regulatory liability (Exhibit C); and

Whereas, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM applications;

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

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

Section 2. That, without prejudice to future litigation of any issue identified by Cities, the City Council finds that the settled amount of an increase in revenues of \$5.9 million for Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos West Texas within the municipal limits arising from Atmos West Texas' 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos West Texas are unreasonable. The new tariffs, attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos West Texas to recover annually an additional \$5.9 million in revenue from customers in Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and retiree medical benefits in Atmos West Texas' next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 5. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 6. That Atmos West Texas shall reimburse the reasonable ratemaking expenses of the Cities in processing the Company's 2020 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

Section 11. That a copy of this Resolution shall be sent to Atmos West Texas, care of Philip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 79424, and Geoffrey Gay, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

The foregoing resolution was approved and adopted on the 8th day of September, A.D., 2020, by the following vote:

Michael K. Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved the 8th day of September, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney