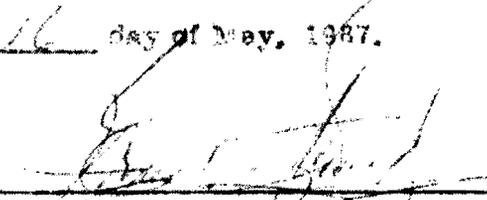


RESOLUTION NO. _____

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

THAT the Mayor of the City of Amarillo is hereby authorized and directed to execute on behalf of the City of Amarillo a contract between the United States of America, represented by the United States Atomic Energy Commission, Amarillo Area Office, and designated as Contract AT (29-2) 2249 and the City of Amarillo, Texas, authorizing the use of certain property located at the Amarillo Air Force Base by the Atomic Energy Commission of the United States.

PASSED AND APPROVED this 16 day of May, 1987.



Mayor

ATTEST:



City Secretary

CONTRACT

This CONTRACT, entered into effective as hereinafter provided, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the UNITED STATES ATOMIC ENERGY COMMISSION'S AMARILLO AREA OFFICE (hereinafter called the "AEC") and the CITY OF AMARILLO, TEXAS (hereinafter called the "City").

WITNESSETH THAT:

WHEREAS, the Government has indicated an intention to deed to the City the Amarillo Air Force Base Flight Line facilities (hereinafter called the "Facilities"); and

WHEREAS, the AEC continues to need the use of a portion of the Facilities; and

WHEREAS, the City and the AEC have agreed that this Contract covering such use will be entered into as a condition precedent to, as partial consideration for any such deed; and

WHEREAS, this Contract is authorized by the Atomic Energy Act of 1954, as amended, and the Federal Property and Administrative Services Act of 1949, as amended.

NOW THEREFORE, the parties hereto agree as follows:

1. The AEC and its designees shall have exclusive use of the area designated in blue (location approximately as shown) on the attached map of the Facilities. Said map is by this reference incorporated in and hereby made a part of this Contract. Unless otherwise agreed to in writing by the AEC, neither the City nor any of its designees shall use said area. Said area which is two rectangles 100 feet by 150 feet is hereinafter called the "Primary Area", and denoted as Alert Pads 4 and 5.

2. During each period that the Primary Area is not available for use due to its use by another with AEC/City consent or for any other reason, the AEC and its designees shall have exclusive use of the area designated in green (location approximately as shown) on the attached map or such other equivalent area, both as to size and characteristics, mutually agreed upon by the City and the AEC. The aforementioned area, which is a rectangle 100 feet by 150 feet, is hereinafter called the "Alternate Area".
3. The AEC and its designees shall have access at all times to the Primary Area and, when the Primary Area is not available, as described in Paragraph 2 above, to the Alternate Area. The City hereby grants to the AEC and its designees the right to use all existing roads, runways and taxiways reasonably required for such access: Provided however, that nothing in this Contract shall waive any applicable governmental requirements and regulations relating to aircraft landing, takeoff and other movement at the City's municipal airport. The City may with AEC written consent substitute any road, runway or taxiway for one in existence which is used by AEC or its designee under this Contract.
4. For safety purposes, the City shall assure that the Primary Area designated in blue on the attached map remains free of: (1) inhabited buildings for a distance of 1270 feet from Pad 4 rectangle and a distance of 1370 feet from Pad 5 rectangle and unless otherwise consented to by the AEC in writing, free of any congregation of persons and free of use by others; (2) public railroads and public highways for a distance of 760 feet from Pad 4 rectangle and a distance of 820 feet from Pad 5 rectangle; and (3) runways, approach zones,

taxiways, operational parking areas (aprons), and aircraft dead-storage areas for a distance of 1235 feet from Pads 4 and 5. It is AEC's intent to permit maximum utilization of said area by others consistent with AEC's carrying out its responsibilities.

5. During use of the Alternate Area by the AEC or its designee the City shall, for purposes of safety, assure that the area designated in green on the attached map or an equivalent area surrounding the location being used by the AEC or its designees remains free of: (1) inhabited buildings for a distance of 1270 feet from the rectangle and free of congregation of persons and free of use by others; (2) public railroads and public highways for a distance of 760 feet from the rectangle; and (3) runways, approach zones, taxiways, operational parking areas (aprons), and aircraft dead-storage areas for a distance of 1235 feet from the rectangle. The AEC or its designee will give the City sufficient advance notice of its intended use of the Alternate Area to fulfill the City's obligations under this Paragraph 5.
6. The City shall provide adequate capability for firefighting except that required for AEC material in AEC custody during loading, unloading and ground transportation operations. The firefighting capability provided by the City will be without cost to the AEC and its designees.
7. The City shall, without cost to the AEC and its designees, maintain to the AEC's satisfaction all roads, runways and taxiways on the Facilities used or to be used by the AEC and its designees under this Contract.

8. The AEC shall, without cost to the City, maintain the Primary Area adequately for AEC's needs, and shall provide firefighting capability and security protection for material in the AEC custody during loading, unloading and ground transportation operations.
9. The City warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this Contract without liability.
10. This Contract shall become effective at such time as the City acquires the Facilities and shall remain in effect until the AEC notifies the City in writing that the Government no longer has a use for any area covered by this Contract. It is agreed and understood that in the event the City conveys, grants or otherwise disposes, in whole or in part, of its right, title or interest in the City's municipal airport or the Facilities, the City shall provide in the applicable instrument for the continued use and access by the AEC and its designees on the same terms and conditions herein specified.
11. Nothing in this Contract shall preclude the transfer of this Contract to another Government agency. In the event of any such transfer, the Government agency to which the transfer is made will be deemed to be referred to throughout this Contract instead of the AEC upon written notice to the City of such transfer.

UNITED STATES GOVERNMENT

Memorandum

TO : Charles C. Campbell, Assistant Manager
for Administration, ALO

DATE: JUL 10 1967

FROM : *H. Jack Blackwell*
H. Jack Blackwell, Area Manager
Amarillo Area Office

SUBJECT: USAEC-AAO/CITY OF AMARILLO AIRPORT FACILITY AGREEMENT
CONTRACT AT(29-2)2249

AAA:PMR

I am enclosing the subject contract, which has been accepted and signed by the Mayor of the City of Amarillo, Texas, and the Resolution authorizing and directing the Mayor to execute this instrument.

I am also providing, for your use, aerial photographs of the Amarillo Air Force Base.

Enclosures:

1. Resolution (4 cys)
2. Contract AT(29-2)2249
(2 signed cys & 2 Reproduced cys)

cc: V. C. Vespe, Director, Operational Safety Division, ALO
w/encls.

*Copy to Finance
7/12/67*



Contract AT(29-2)2249

IN WITNESS WHEREOF, the City and the AEC have executed this Contract in several counterparts.

THE UNITED STATES OF AMERICA
BY: U. S. ATOMIC ENERGY COMMISSION

BY: *W. S. ...*

TITLE: Manager, Amarillo Area Office

DATE: *4/26/67*

CITY OF AMARILLO, TEXAS

BY: *[Signature]*

TITLE: *[Signature]*

DATE: *[Signature]*

AMARILLO AIR FORCE BASE
JAN 1965



SCAP 1

DEPARTMENT OF ENERGY
MEMORANDUM OF UNDERSTANDING
BY AL MOU NUMBER

Date 02/05/97

AL MOU NUMBER: GM04-67AL02249
CIS Number: AT(29-2)-2249
Headquarters Number: 133

ORGANIZATION: AL/AAO

EFFEC DATE: 05/16/67

PRIME AGENCY: CTY AMARILLO
SUB AGENCY:

TITLE: Exclusive Use of Alert Pads 4 and 5.

SUMMARY: This Mou between DOE and the City of Amarillo states that the DOE and its designees shall have exclusive use of the area designated as Alert Pads 4 and 5.

CONTACT: RAMEY

PHONE: FTS-477-3180

TERM DATE: Indefin.

TERM OF AGREEMENT: MC

COMMENTS:

LAST REVIEW: 05/22/89

STATUS: ACTIVE

Related IAS:

12/30/97

PANTEX

side four
% use.

ty of Pa

TEX
ction

GATE #2

rope barrier

PANTEX

PAD-5

2

5/2

PAD-4

2

3

PAD-3

10

KC
135

PAD-2

8

KC
135

PAD-1

HOLD LINE

THRUWAY #4

GATE #1

THRUWAY #3

RUNWAY 3-21

Handwritten notes on the left side of the page, including a list of items and possibly a checklist or inventory.



Page 1

