

**AGENDAS**

**FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, AUGUST 15, 2017 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7<sup>th</sup> AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.**

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

**WORK SESSION**

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
  - (2) Presentation on possible Property Assessed Clean Energy Program (PACE) within City limits and ETJ;
  - (3) State of the City Address; and
  - (4) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:
- (1) Attorney consultation. Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter, in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.071.
    - (a) Consultation with attorney regarding status of negotiations – MPEV lease agreement and related matters.

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**REGULAR MEETING ITEMS**

**INVOCATION:** Bryan Van Meter, Amarillo Fire Department

**PUBLIC COMMENT:** Citizens who desire to address the City Council with regard to matters on the agenda or having to do with the City's policies, programs, or services will be received at this time. The total time allotted for comments is 30-minutes with each speaker limited to three (3) minutes. City Council may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff. The City Council may choose to place the item on a future agenda.  
*(Texas Attorney General Opinion. JC-0169.)*

1. **CONSENT AGENDA:**

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

*THE FOLLOWING ITEMS MAY BE ACTED UPON BY ONE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THE ITEMS IS NECESSARY UNLESS DESIRED BY A COUNCILMEMBER, IN WHICH EVENT THE ITEM SHALL BE CONSIDERED IN ITS NORMAL SEQUENCE AFTER THE ITEMS NOT REQUIRING SEPARATE DISCUSSION HAVE BEEN ACTED UPON BY A SINGLE MOTION.*

A. **MINUTES:**

Approval of the City Council minutes of the special and regular meetings held on August 8, 2017.

- B. **AVIATION CLEAR ZONE EASEMENT:**  
 A Aviation Clear Zone Easement being 4,500 feet above mean sea level above the plat of Proffitt Subdivision Unit No. 1, an suburban subdivision to the City of Amarillo, being a tract of unplatted land in Section 144, Block 2, AB&M Survey, Randall County, Texas.
- C. **AWARD – ANIMAL FOOD FOR THE ANIMAL SHELTER:** (Contact: Richard Havens, Director of Animal Management & Welfare)  
 Award to: Legend & White Animal Health Corp. -- \$57,673.06  
 This is to award the contract for providing animal food/feed to the Animal Management & Welfare Shelter.
- D. **AWARD – PROFESSIONAL SERVICES FOR FIBER OPTIC SOLUTIONS:** (Contact: Rich Gagnon, Information Technology Director)  
 Award to: Josh Franklin Drilling, LLC – Not to Exceed \$200,000  
 This contract may be utilized by City departments, in coordination with the Information Technology Department, to evaluate, recommend, and implement fiber optic solutions on as as-needed basis.
- E. **AWARD – ARCHITECTURAL AND ENGINEERING CONTRACT FOR FIRE STATION 3:** (Contact: Jerry Danforth, Facilities & Special Projects Admin.)  
 Award to: Lavin Architects -- \$117,000  
 This award is for the Architectural and Engineering Services for the design and construction of the New Fire Station 3. This is a one-time purchase for a custom design and engineering service. (Vicinity: 1.515 acre tract of land out of Section 38, Block, 9, BS&F Survey, Randall County, Texas.)

## REGULAR AGENDA

2. **PUBLIC HEARING – DISCUSS AND CONSIDER PROPOSED TAX RATE:**  
 This item is to discuss and consider the proposed tax rate for maintenance and operation and debt service for the proposed 2017/2018 City of Amarillo fiscal budget.
3. **PUBLIC HEARING AND CONSIDERATION REGARDING ADOPTION OF THE ALIGN AMARILLO ECONOMIC DEVELOPMENT STRATEGIC PLAN** (Contact: Andrew Freeman, Economic Development Manager)
4. **RESOLUTION – RENAMING STREET:** (Contact: AJ Fawver, Planning & Zoning Director)  
 This item considers a request from Officer William Roper to rename Meadow Drive to Justin Scherlen Drive. (Vicinity: A entire block segment of Meadow Drive between Southwest 34<sup>th</sup> Avenue and South Western Street)
5. **RESOLUTION – DISCONTINUING SUBCOMMITTEE:** (Contact: Mick McKamie, City Attorney)  
 This resolution discontinues the Subcommittee on Economic Development Policies Guidelines which served as an Advisory Committee to the City Council.
6. **CONSIDER FOR APPROVAL AND AGREEMENT BY AND BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND AMARILLO AREA FOUNDATION:**  
 This item is approval of a grant to expand the ACE Scholarship program to all Amarillo ISD high schools. The expansion of the ACE Scholarship will cover the cost of up to 60-credit hours at Amarillo College only. This project will include five partners to cover the investment of the ACE expansion with each partner investing \$3,507,998.22 toward the sustainability of this project. These funds are to be paid over a six-year timeframe.
7. **PRESENTATION ON MULTI-PURPOSE EVENTS VENUE (MPEV) DESIGN**

8. **APPROVAL -- CONTRACT RENEWAL FOR PHOTOGRAPHIC TRAFFIC ENFORCEMENT:** (Contact: Raymond Lee, Public Works Director)

The current contract for Photographic Traffic Enforcement is set to expire on August 29, 2017. The contract can be renewed or terminated.

**Renewal Options**

1. Renew Contract with American Traffic Solutions with existing intersection cameras in place;
2. \*Renew Contract with amendments to relocate cameras to new intersections;
3. \*Renew Contract with additional cameras installed at new intersections; or
4. \*Terminate the existing contract, and request bids from additional vendors for a new contract.

\*Citizen Advisory Committee will have to be appointed by Council according to Transportation Code Title 7, Sec. 707.003 2(e)

9. **APPOINTMENTS – BOARDS AND COMMISSIONS:**

An appointment is needed for the following board:

Texas Panhandle Centers (2-year terms)

10/14/2003          Patty Ladd                      09/01/2017

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

Posted this 11th day of August 2017.

Amarillo City Council meetings stream live on Cable Channel 10 and are available online at:

[www.amarillo.gov/granicus](http://www.amarillo.gov/granicus)

*Archived meetings are also available.*

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	August 15, 2017	<b>Council Priority</b>	Redevelopment
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<b>Department</b>	Office of Economic Development	<b>Contact Person</b>	Andrew Freeman, Economic Development Manager
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### Agenda Caption

Presentation on possible PACE (Property Assessed Clean Energy) Program within City limits

### Agenda Item Summary

Presentation and discussion item of the PACE program, how the program works, who/what could qualify for improvements and what the benefits would be. We have heard from developers interested in using this program to help fund their redevelopment projects. We will also discuss the steps necessary to start a new PACE program.

Similar to a PID, this program uses property assessments to obtain low-cost, long-term loans for water conservation, energy-efficiency improvements, and distributed generation retrofits.

### Requested Action

Direction on whether to continue the process to initiate an Amarillo PACE program.

### Funding Summary

N/A – there is no cost to the City if this program were to be initiated.

### Community Engagement Summary

N/A

### Staff Recommendation

N/A

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STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 8th day of August 2017, the Amarillo City Council met at 4:00 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON  
ELAINE HAYS  
FREDA POWELL  
EDDY SAUER  
HOWARD SMITH

MAYOR  
COUNCILMEMBER NO. 1  
COUNCILMEMBER NO. 2  
COUNCILMEMBER NO. 3  
COUNCILMEMBER NO. 4

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

JARED H. MILLER  
BOB COWELL  
MICK MCKAMIE  
JACKSON ZAHARIA  
FRANCES HIBBS

CITY MANAGER  
DEPUTY CITY MANAGER  
CITY ATTORNEY  
ASSISTANT CITY ENGINEER  
CITY SECRETARY

The invocation was given by Blake Clevenger, Hillside Christian Church. Mayor Nelson led the audience in the Pledge of Allegiance.

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

**PUBLIC COMMENT:**

James Schenck, 6216 Gainsborough Street, commented on the Council working on the budget and the need for local control. Rupert C. Brashears, 2427 Poplar Street, spoke on a concern about the judicial system not working. There were no further comments.

**ITEM 1:** Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approval of the consent agenda as corrected, seconded by Councilmember Sauer.

A. **MINUTES:**

Approval of the City Council minutes of the special and regular meetings held on July 31, 2017 and August 1, 2017, respectively.

B. **PURCHASE – ROCK SALT:** (Chris Mitchell, Street Superintendent)

Low bidder meeting specifications: New Mexico Salt & Mineral, - \$59,000.00

This item awards a contract for the purchase of Rock Salt, used by the Street Division for de-icing arterial streets and intersections during the fall and winter seasons.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

**REGULAR AGENDA**

**ITEM 2:** Mayor Nelson presented an item approving a contract for the purchase of office supplies. This item was presented by Trent Davis, Purchasing Agent. Motion was made by Councilmember Sauer, seconded by Councilmember Powell, that this item be approved.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3. Mayor Nelson presented Change Order #1 for the adjustment of quantities to allow for additional pavement repair prior to milling and overlay. This item was presented by Kyle Schniederjan, Engineering. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that this item be approved.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

Mayor Nelson advised that the meeting was adjourned.

ATTEST:

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Frances Hibbs, City Secretary

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Eddy Sauer, Mayor Pro Tem

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# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	August 15, 2017	<b>Council Priority</b>	Infrastructure (Consent Agenda)
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<b>Department</b>	Planning	<b>Contact Person</b>	AJ Fawver
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### Agenda Caption

Aviation Clear Zone Easement, being 4,500 feet above mean sea level above the plat of Proffitt Subdivision Unit No. 1, an suburban subdivision to the City of Amarillo, being a tract of unplatted land in Section 144, Block 2, AB&M Survey, Randall County, Texas.

### Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Proffitt Subdivision Unit No. 1.

To ensure safety of operation and protection of air traffic operating into and out of the airport, future physical development around the airport needs to be regulated. In 1981, the Texas Legislature enacted the Airport Zoning Act, cited as Chapter 241 of the Local Government Code, which authorized cities in the state to establish and administer regulations pertaining to the height of structures and compatible land uses in the vicinity of the airport. One of the tools established in the Amarillo Code of Ordinances that allows the City of Amarillo to regulate this type of development is the Airport Height Hazard and Zoning Regulations (Chapter 4-9) which establishes minimum requirements to control the height and use of structures that may develop in the vicinity of the airport.

The ACZ Easement document is established during the platting of a tract of land to set the height regulations for noting on the associated plat, and the legal document is signed by the owner/developer of the tract. The placement of the note on the plat ensures that the height regulation is easily found by any future owner of the tract of land. Each ACZ Easement has an associated height regulation that is determined by the tract's proximity and location around the airport. For example, areas at the end of the runway will likely have a lower height regulation than ones at the same distance that are located adjacent to the length of the runway. The reason for this is because aircraft taking off or landing will need to be at a lower altitude during its approach or departure portion of the traffic pattern for the each associated runway.

This ACZ Easement is establishing a height regulation of 4,500 feet above mean sea level for the plat of Proffitt Subdivision Unit No. 1.

### Requested Action

Planning Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City

# Amarillo City Council Agenda Transmittal Memo



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Council Consideration as a consent agenda item.

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## **Funding Summary**

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The Easement is being granted to the City at no cost.

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## **Community Engagement Summary**

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N/A

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## **Staff Recommendation**

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Staff recommends approval of this Aviation Clear Zone 17-08.

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AVIATION CLEAR ZONE EASEMENT

THE STATE OF TEXAS     §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF RANDALL   §

WHEREAS, Sandra Proffitt, hereinafter called "GRANTOR," whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

Aviation Clear Zone Easement, being 4,500 feet above mean sea level above the plat of Proffitt Subdivision Unit No. 1, an suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 144, Block 2, AB&M Survey, Randall County, Texas.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does for himself, his successors and assigns, GRANT, BARGAIN, SELL AND CONVEY unto the City of Amarillo, Texas, hereinafter called GRANTEE, its successors and assigned, for the use and benefit of the public, and easement and right-of-way appurtenant to Rick Husband Amarillo International Airport for the unobstructed passage of all aircraft, "aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, by whomsoever owned or operated, in the airspace above GRANTOR'S above-described property; together with the right to cause in all airspace such noise, vibration, fumes, dust, fuel particulates and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at, on, over the above described property; and GRANTOR, his successors, executors, heirs or assigns, does hereby fully waive, remise and release any right, cause of action, and damage which it may now have or which it may have in the future against GRANTEE, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particulates and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating near or on Rick Husband Amarillo International Airport or over the described property.

GRANTOR, for itself, its successors and assigned, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,500 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4,500 feet above mean sea level.

TO HAVE AND TO HOLD said aviation clear zone easement, passage easement, and rights-of-way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until Rick Husband Amarillo International Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and that these covenants and agreements shall run with the land, and that for the purposes of this

instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the            day of August, 2017.

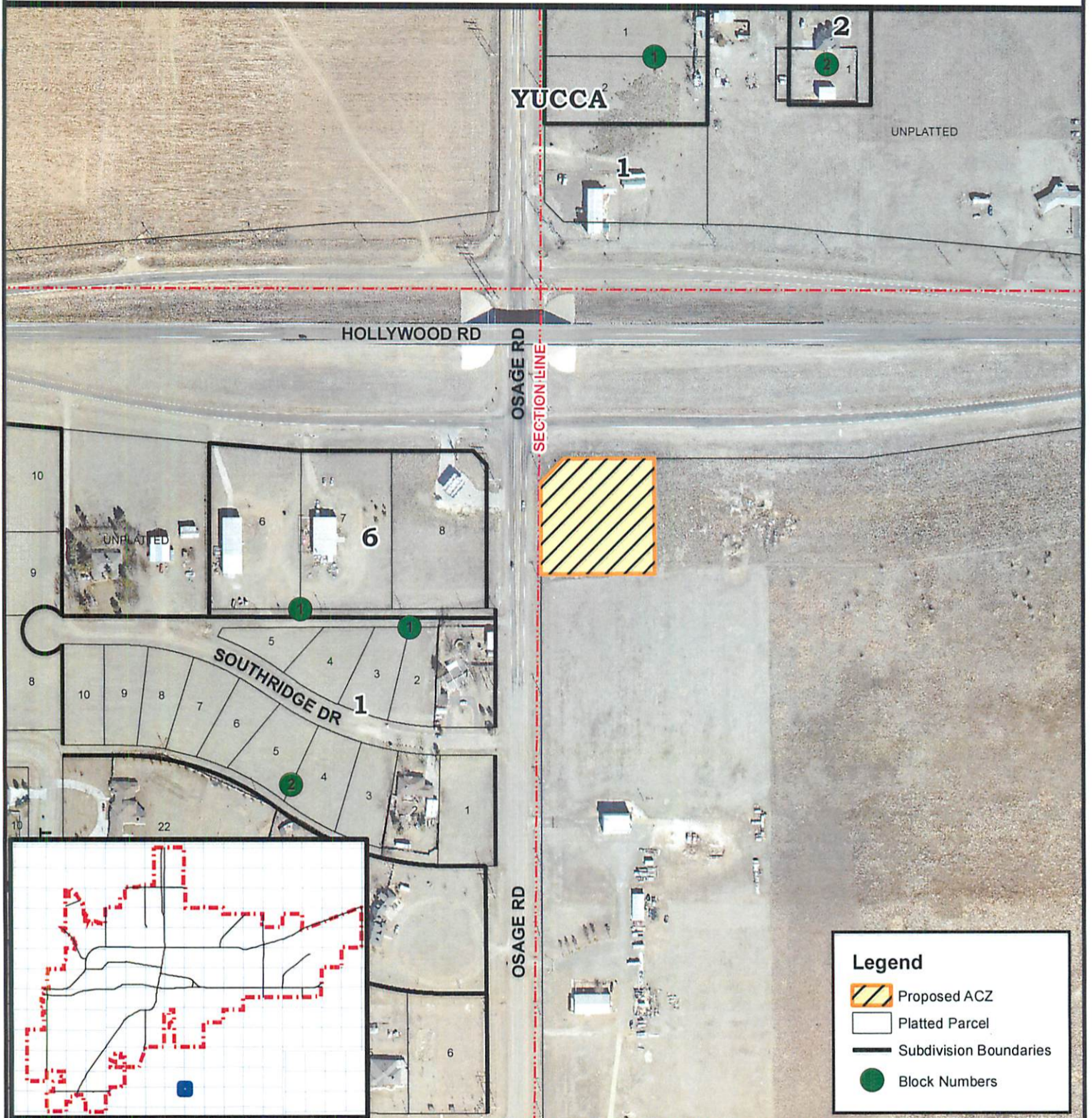
\_\_\_\_\_  
Sandra Proffitt

THE STATE OF TEXAS        §  
COUNTY OF POTTER        §

This instrument was acknowledged before me on this the            day of August, 2017, by Sandra Proffitt.

\_\_\_\_\_  
Notary Public, State of Texas

**CASE ACZ-17-08  
AVIATION CLEAR ZONE EASEMENT**



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

**Scale: 1 inch = 300 feet**  
**Date: 7/26/2017**



Aviation Clear Zone Easement, being 4,500 feet above mean sea level above the plat of Proffitt Subdivision Unit No. 1, an suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 144, Block 2, AB&M Survey, Randall County, Texas.

Developer: Sandra Proffitt

Vicinity: Osage St. & SL 335

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



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	8/15/2017	<b>Council Priority</b>	
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<b>Department</b>	Animal Management & Welfare	<b>Contact Person</b>	Richard Havens
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**Agenda Caption**

Award – Animal Food/Feed for the Animal Shelter – Bid No. – 5789 - \$57,673.06  
Award to: Legend & White Animal Health Corp.

**Agenda Item Summary**

This is to award Legend + White Animal Health Corp. the contract for providing Animal Food/Feed to the Amarillo Animal Management & Welfare Shelter.

**Requested Action**

Accept Bid from Legend + White Animal Health Corp.

**Funding Summary**

Cost Center 51550 Animal Feed and Medical  
Cost Center 51350 Chemical and Medical

**Community Engagement Summary**

None

**Staff Recommendation**

Accept Bid from Legend + White Animal Health Corp.

Bid No. 5789 DOG & CAT FOOD ANNUAL CONTRACT  
 Opened 4:00 p.m. July 06, 2017

To be awarded as one lot	LEGEND & WHITE ANIMAL HEALTH CORP	RANCHERS SUPPLY
Line 1 Dag and Cat food, adult dog food, per specifications 40,200 lb	Unit Price \$0.660 Extended Price 26,523.96	\$0.600 24,120.00
		<b>DID NOT MEET SPECS</b>
Line 2 Dag and Cat food, puppy food, per specifications 30,750 lb	Unit Price \$0.875 Extended Price 26,900.10	\$0.850 26,137.50
		<b>DID NOT MEET SPECS</b>
Line 2 Dag and Cat food, cat food, per specifications 5,000 lb	Unit Price \$0.850 Extended Price 4,249.00	\$1.150 5,750.00
		<b>DID NOT MEET SPECS</b>
Bid Total	57,673.06	56,007.50
Award by Vendor	57,673.06	



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	8/15/2017	<b>Council Priority</b>	N/A
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<b>Department</b>	Missy Tucker
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### Agenda Caption

Award – Professional Services for City of Amarillo Fiber Optic Solutions – Josh Franklin Drilling, LLC. Not to exceed \$200,000.

### Agenda Item Summary

This contract may be utilized by City departments, in coordination with the Information Technology department, to evaluate, recommend, and implement fiber optic solutions on an as-needed basis.

### Requested Action

This contract represents a (1) one year agreement with the option to renew for (4) four additional years with Josh Franklin Drilling, LLC (“JFD”). This contract may be utilized by City departments, in coordination with the Information Technology department, to evaluate, recommend, and implement fiber optic solutions on an as-needed basis. JFD may be asked, for the duration of the agreement and as the need arises, to provide a quote for prospective fiber optic projects under the terms of the contract. The contract is limited to a maximum combined cost of \$200,000 per year for all fiber optic projects completed under the Agreement or a term of 5 years, whichever occurs first.

### Funding Summary

Funding will be individually assessed as projects and identified over the (1) one year agreement with the option to renew for (4) four additional years.

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends approval of award.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("CITY") and Josh Franklin Drilling, LLC ("JFD").

CITY hereby engages JFD to perform the following services (the "Services"):

Evaluate, recommend, and implement fiber optic solutions for the CITY.

The Scope of Work for the Services is set forth in Exhibit A attached to this Agreement and by reference made a part of the Agreement. JFD accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibit A and this Agreement, the terms of this Agreement shall govern.

### I.

JFD agrees to accept as payment for the completion of the Services to be accomplished under this Agreement a maximum fee, inclusive of expenses, of \$200,000.

### II.

JFD will submit billings monthly for work performed. JFD's billings will be in writing and of sufficient detail to fully identify hours of work performed to date of billing. Any request for reimbursement of expenses must be accompanied by itemized receipts and will be subject to the terms of CITY'S Expenses Addendum attached hereto as Exhibit B and by this reference made a part of this Agreement. Payments will be made by CITY within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

### III.

JFD will confer with representatives of CITY to take such steps as necessary to keep the Services on schedule. CITY'S representative for purposes of this Agreement shall be Shawn Tortella, Manager of IT Infrastructure. JFD will begin work on the Services within 5 days after receipt of written notification to proceed from CITY and shall complete the Services within one year of the effective date of this Agreement.

### IV.

JFD agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work

arising out of or resulting from the particular and defined Services that will be provided hereunder, will be the sole and exclusive property of CITY. JFD agrees to and does hereby assign the same to CITY. JFD will enter into any and all necessary documents to effect such assignment to CITY. JFD is entitled to maintain copies of all products mentioned above that are produced or used in the execution of this Agreement.

V.

JFD agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of CITY unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by JFD or its employees and agents shall be used by JFD or its employees and agents solely and exclusively in connection with the performance of the Services.

VI.

JFD agrees that CITY or its duly authorized representatives will, until the expiration of 4 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of JFD involving transactions related to this Agreement, which books, documents, papers, invoices and records JFD agrees to maintain for said time period.

VII.

Any and all taxes assessed by any governmental body upon services or materials used in the performance of this Agreement shall be the responsibility of JFD.

VIII.

JFD shall furnish at JFD'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX.

If JFD is requested in writing by CITY to provide services not covered by this Agreement, JFD and CITY will agree in writing to a price for such services before any work is started.

X.

JFD AGREES TO INDEMNIFY AND HOLD HARMLESS CITY ITS OFFICERS AND EMPLOYEES FROM AND AGAINST DAMAGES, CLAIMS, JUDGMENTS, COSTS, FINES,



REASONABLE ATTORNEYS' FEES, EXPENSES, INTEREST AND LIABILITIES OF ANY NATURE ARISING OUT OF THE NEGLIGENT PERFORMANCE OF JFD OR JFD'S AGENTS AND EMPLOYEES UNDER THIS AGREEMENT. JFD SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR JFD'S NEGLIGENCE AND THAT OF JFD'S EMPLOYEES, CONTRACTORS, AND AGENTS.

XI.

JFD will provide insurance coverage in accordance with CITY'S insurance requirements as set forth in the Certificate of Insurance Requirements attached to this Agreement as Exhibit C and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to CITY, this Agreement may be terminated by CITY, without penalty, on written notice to JFD.

XII.

JFD shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party seven days prior written notice. Upon receipt of notice of termination, JFD will cease any further work under this Agreement and CITY will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished work prepared by JFD pursuant to this Agreement is the property of CITY.

XIV.

In the event CITY finds that any documents or reports produced by JFD under this Agreement do not conform to the Scope of Work, then JFD will be given ten days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these ten days JFD has failed to make any drawings, documents or reports conform to the specifications, CITY may terminate this Agreement and will only owe for work done prior to termination and accepted by CITY. All finished or unfinished work prepared by JFD pursuant to this Agreement is the property of CITY.

XV.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI.

JFD' address for notice under this Agreement is as follows:

Josh Franklin Drilling, LLC  
Attention: Josh Franklin  
P.O. Box 19179  
Amarillo, TX 76114  
Telephone: 806.322.7932  
Fax: 806.322.7933  
Email: krystal@franklindrilling.com

CITY'S address for notice under this Agreement is as follows:

City of Amarillo  
Attention: Shawn Tortella  
P. O. Box 1971  
Amarillo, TX 79105-1971  
Telephone: (806) 378-9331  
Fax: (806) 378-4278  
E-Mail: shawn.tortella@amarillo.gov

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending by fax, or e-mail and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVII.

All obligations of CITY are expressly contingent upon appropriation by the Amarillo City Council of sufficient, reasonably available funds.

XVIII.

JFD shall provide experienced and qualified personnel to carry out the work to be performed by JFD under this Agreement and shall be responsible for and in full control of the work of such personnel. JFD agrees to perform the Services hereunder as an independent contractor and in no event shall the employees or agents of JFD be deemed employees of CITY. JFD shall be free to contract for similar services to be performed for others while JFD is under Agreement with CITY.

XIX.

JFD agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of this Project. JFD further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended.

XX.

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXI.

CITY and JFD hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither CITY nor JFD will be obligated or liable to any third party as a result of this Agreement.

XXII.

JFD will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the CITY.

XXIII.

This Agreement is entered into and is to be performed in the State of Texas. CITY and JFD agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XXIV.

In no event shall the making by the CITY of any payment to JFD constitute or be construed as a waiver by the CITY of any breach of the Agreement, or any default which

may then exist, nor shall it in any way impair or prejudice any right or remedy available to the CITY in respect to such breach or default.

XXV.

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

CITY:

ATTEST:

City of Amarillo, a Texas municipal corporation

\_\_\_\_\_  
Frances Hibbs, City Secretary

By: \_\_\_\_\_  
Jared Miller, City Manager

Date: \_\_\_\_\_

JFD:

Josh Franklin Drilling, LLC, a Texas limited liability company

By: \_\_\_\_\_  
Josh Franklin, Member

Date: \_\_\_\_\_

E



# Amarillo City Council Agenda Transmittal Memo



Meeting Date	8/15/17	Council Priority	Infrastructure
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Department	Facilities 1252
Contact	Jerry Danforth

### Agenda Caption

#### **Award – Architectural & Engineering contract for Fire Station 3**

Lavin Architects -- \$117,000

This Purchase is for the Architectural & Engineering Services for the design and construction of the New Fire Station 3. This is a onetime purchase for a custom design and engineering service. (Vicinity: 1.515 acre tract of land out of Section 38, Block, 9, BS&F Survey, Randall County, Texas)

### Agenda Item Summary

### Requested Action

**Approval and Award of Bid** It is recommended that Lavin Architects be awarded the contract as the highest score after the review of the RFQ process for \$117,000.00.

### Funding Summary

Funding: 410790 Fire Station 3 construction no Federal or State Funds this job is funded from the bond election in 2016 Current Balance: \$1,529,550.00

### Community Engagement Summary

Fire Station 3 construction no Federal or State Funds this job is funded from the bond election in 2016

### Staff Recommendation

**Approval and Award of Bid** It is recommended that Lavin Architects be awarded the contract as the highest score after the review of the RFQ process for \$117,000.00. funded from the bond election in 2016

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("CITY") and Lavin Associates, Inc. ("LAVIN").

CITY hereby engages LAVIN to perform the following services, hereinafter called "Project," to-wit:

Prepare bid documents and provide all basic architectural and engineering services necessary to construct the site plan and floor plans developed by LAVIN with regards to the City of Amarillo's Fire Station 3 building to be located at a 1.515-acre tract of land out of Section 38, Block 9, B. S. & F. Survey, Randall County, Texas. The Scope of Work is summarized as a Design of New Fire Station 3 on Oxford Drive to meet the current needs and design standards required by the City of Amarillo Fire Department. The design phase will require input from the City of Amarillo Fire Chief and the Director of Facilities. The Station will be a one company station with two truck bays that meet or exceed the current design standards of existing one company stations in Amarillo. LAVIN'S services shall also include the fees of the Structural, MEP, Landscape, and Civil Engineers. LAVIN'S basic architectural and engineering services and duties are outlined in the typical IMLA - Construction Contract Drafting Initiative (CCDI) Template Revisions and the AIA Document B 8101TM - 2007 Standard Form Agreement Between Owner and Architect and are to be performed to the standard of care in the State of Texas. LAVIN accepts this engagement on the terms and conditions hereinafter set forth.

I.

LAVIN agrees to accept as payment for the completion of all services to be accomplished under this Agreement a fixed fee of \$117,000.00 (9% for the budgeted construction costs of \$1,300,000.00), which includes all engineering and consulting expenses noted above. Additional reimbursable expenses plus ten percent (10%) for printing, travel, geotechnical reports, TAS fees, surveying, etc. shall not exceed \$10,000.00 unless approved by City of Amarillo. If LAVIN cannot perform the Project for the stated fees, LAVIN agrees to complete the Project at its expense without any further obligation by CITY for payment.

II.

LAVIN will submit billings monthly for work performed. LAVIN's billings will be in writing and of sufficient detail to fully identify the work performed to date of billing.

Any request for reimbursement of expenses must be accompanied by itemized receipts and will be subject to the terms of CITY'S "Expenses Addendum" attached hereto and by this reference made a part of this Agreement. Payments will be made by CITY within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

LAVIN will confer with representatives of CITY to take such steps as necessary to keep the Project on schedule. CITY'S representative for purposes of this Agreement shall be Jerry Danforth, Director of Facilities & Capital Projects. CITY is to have equal rights to direct LAVIN under this Agreement. LAVIN will begin work on the Project within 5 days after receipt of written notification to proceed from CITY and shall complete the Project on or before \_\_\_\_\_

IV.

LAVIN agrees that all deliverables, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, will be the sole and exclusive property of CITY. LAVIN agrees to and does hereby assign the same to CITY. LAVIN will enter into any and all necessary documents to effect such assignment to CITY. LAVIN is entitled to maintain copies of all deliverables mentioned above that are produced and/or used in the execution of this Agreement.

V.

LAVIN agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of CITY unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by LAVIN or its employees and agents shall be used by LAVIN or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VI.

LAVIN agrees that CITY or its duly authorized representatives will, until the expiration of 4 years after final payment under this Agreement, have access to and the right to

examine, audit, and copy pertinent books, documents, papers, invoices and records of LAVIN involving transactions related to this Agreement, which books, documents, papers, invoices and records LAVIN agrees to maintain for said time period.

VII.

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of LAVIN.

VIII.

LAVIN shall furnish at LAVIN'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX.

If LAVIN is requested in writing by CITY to provide services not covered by this Agreement (excluding the Special Services listed above) LAVIN and CITY will agree in writing to a price for such services before any work is started.

X.

LAVIN AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST DEMANDS, DAMAGES, CLAIMS, JUDGMENTS, COSTS, FINES, REASONABLE ATTORNEY'S FEES, EXPENSES, INTEREST AND LIABILITIES OF ANY NATURE TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF LAVIN OR LAVIN'S AGENTS, CONTRACOTRS, AND EMPLOYEES UNDER THIS AGREEMENT. LAVIN SHALL BE RESPONSIBLE FOR PERFORMING ITS WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER.

XI.

LAVIN will provide insurance coverage in accordance with CITY'S insurance requirements as set forth in the Certificate of Insurance Requirements attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to CITY, this Agreement may be terminated by CITY, without penalty, on written notice to LAVIN.

XII.



LAVIN shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party 7 days prior written notice. Upon receipt of notice of termination, LAVIN will cease any further work under this Agreement and CITY will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished work prepared by LAVIN pursuant to this Agreement is the property of CITY.

XIV.

In the event CITY finds that any documents or reports produced by LAVIN under this Agreement do not conform to the Scope of Work, then LAVIN will be given ten (10) days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these ten (10) days LAVIN has failed to make any drawings, documents or reports conform to the specifications, CITY may terminate this Agreement and will only owe for work done prior to termination and accepted by CITY. All finished or unfinished work prepared by LAVIN pursuant to this Agreement is the property of CITY.

XV.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI.

LAVIN' address for notice under this Agreement is as follows: Lavin Associates, Inc.

Attention: Thomas Lavin, President  
2810 Duniven Circle, Suite 100  
Amarillo, TX 76109  
Telephone: (806) 358-7069  
Fax: (806) 358-8242  
Email: tlavin@lavinarchitect.com

CITY'S address for notice under this Agreement is as follows:

City of Amarillo  
Attention: Jerry Danforth  
P. O. Box 1971  
Amarillo, TX 79105-1971  
Telephone: (806) 378-9386  
Fax (806)378-3027  
Email: jerry.danforth@amarillo.gov

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending by fax, or e-mail and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVII.

All obligations of CITY are expressly contingent upon appropriation by the Amarillo City Council of sufficient, reasonably available funds.

XVIII.

LAVIN shall provide experienced and qualified personnel to carry out the work to be performed by LAVIN under this Agreement and shall be responsible for and in full control of the work of such personnel. LAVIN agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees or agents of LAVIN be deemed employees of CITY. LAVIN shall be free to contract for similar services to be performed for others while LAVIN is under Agreement with CITY.

XIX.

LAVIN agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of this Project. LAVIN further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended.

XX.

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXI.

CITY and LAVIN hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither CITY nor LAVIN will be obligated or liable to any third party as a result of this Agreement.

XXII.

LAVIN will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the CITY.

XXIII.

This Agreement is entered into and is to be performed in the State of Texas. CITY and LAVIN agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XXIV.

In no event shall the making by the CITY of any payment to LAVIN constitute or be construed as a waiver by the CITY of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the CITY in respect to such breach or default.

XXV.

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

XVI.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Their contact information regarding the professional practices of persons registered as Texas architects is

as follows: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, and the telephone number is (512) 305-9000.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

CITY:

ATTEST:

CITY OF AMARILLO, a Texas municipal corporation

Frances Hibbs, City Secretary

By: \_\_\_\_\_  
Jared Miller, City Manager

Date: \_\_\_\_\_

LAVIN:

Lavin Associates, Inc., a Texas corporation

By: Tom Lavin

Printed Name: TOM LAVIN

Title: PRESIDENT

Date: 08/02/2017

**NOTE:**

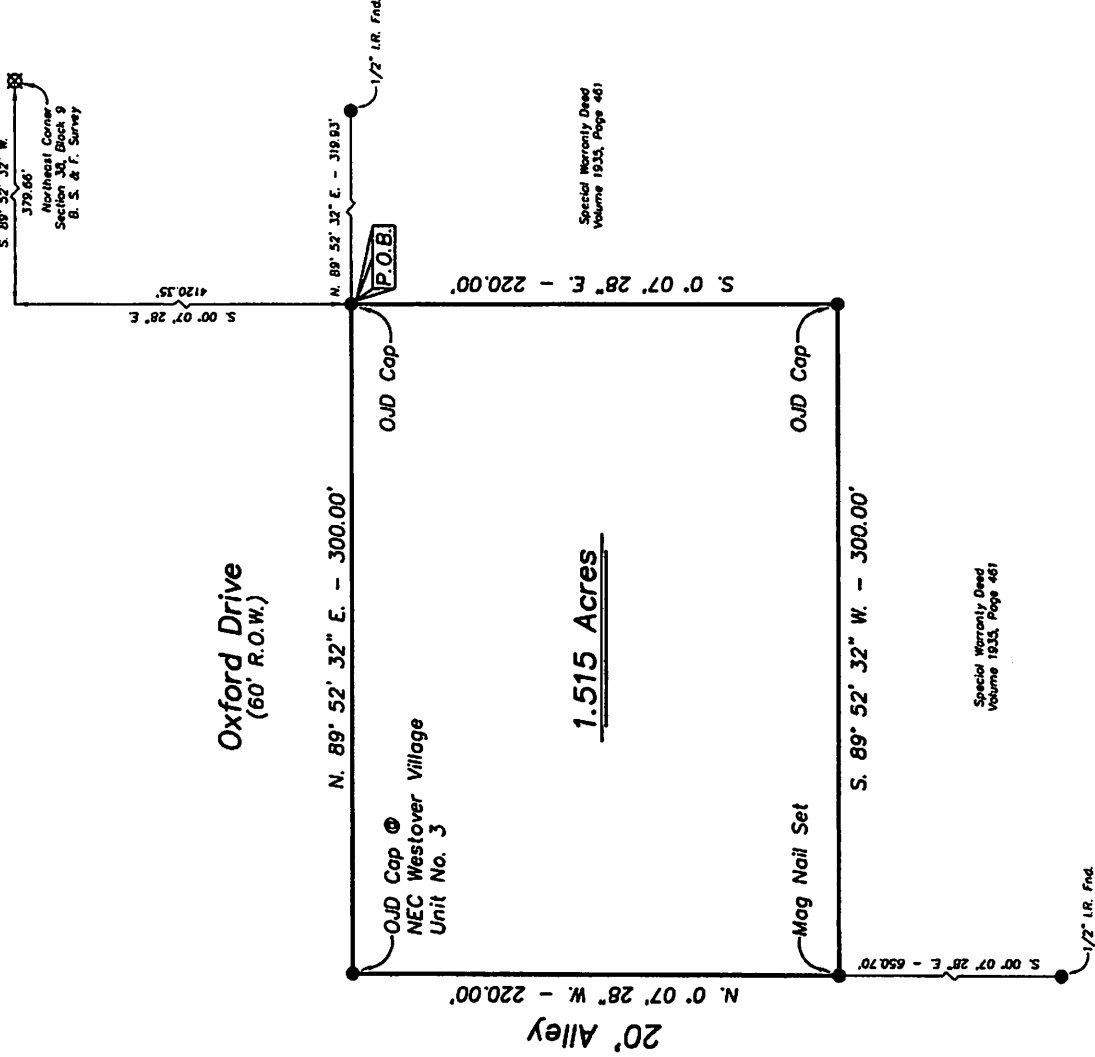
- ☒ = Aluminum Cap Stamped "39, 38, 30, 31" Found.
- OJD Cap = 1/2" iron rod w/orange cap inscribed "OJD Engineers" set.
- Bearings based on the City of Amarillo's "Williams-Stackhouse" Coordinate System.
- Scale Factor: 1.0002507.
- Distances shown are ground distances.
- P.O.B. = POINT OF BEGINNING.
- Survey done without the benefit of a title commitment

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 18th day of October, A.D., 2010.



*Richard E. Johnson*  
 Richard E. Johnson  
 Registered Professional  
 Land Surveyor #4263



Special Warranty Deed  
 Volume 1935, Page 461

SCALE: 1" = 60'  
 DATE: Oct. 18, 2010  
 APPROVED BY:  
 DRAWN BY: CHT  
 FILE NAME:

A Plat of a 1.515 acre tract of land out of Section 38,  
 Block 9, B. S. & F. Survey Randall County, Texas

**OJD** OJD Engineering, L.P.  
 Consulting Engineers & Surveyors  
 806-447-2503  
 P.O. Box 543  
 Wellington, Texas 79095  
 DRAWING NUMBER



# Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 15, 2017	Council Priority	
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Department	City Manager
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### Agenda Caption

**PUBLIC HEARING - DISCUSS AND CONSIDER PROPOSED TAX RATE:**  
 This item is to discuss and consider the proposed tax rate for maintenance and operation and debt service for the proposed 2017/2018 City of Amarillo fiscal budget.

### Agenda Item Summary

Meeting of the governing body to discuss the tax rate; if the proposed rate will exceed the rollback rate or the effective tax rate (whichever is lower), take a record vote and schedule the public hearings.

### Requested Action

That City Council conduct a public hearing and discuss the tax rate, take a record vote on the proposed tax rate and to set the public hearings on August 29, 2017 and September 5, 2017 at 5:00 P.M.

### Funding Summary

N/A

### Community Engagement Summary

The City Council met on August 8th, 9th and 10th to review the proposed 2017/2018 budget. At the August 8th Council meeting, City Staff presented an overview of the proposed 2017 tax rate and required tax notices.

### Staff Recommendation

Council take a record vote on the proposed tax rate and set the public hearings on the tax rate for August 29, 2017 and September 5, 2017.



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	August 15, 2017	<b>Council Priority</b>	Economic Development
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<b>Department</b>	Office of Economic Development and Amarillo Economic Development Corporation	<b>Contact Person</b>	Andrew Freeman, Economic Development Manager Tony DeLisi, presenting from Avalanche Consulting
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### Agenda Caption

Public Hearing and Consideration regarding adoption of the Align Amarillo Economic Development Strategic Plan

### Agenda Item Summary

The City and AEDC partnered together in order to hire Avalanche Consulting and CDS in November 2016. The purpose was to develop an Economic Development Strategic Plan for the community titled Align Amarillo.

The consultants made multiple trips to Amarillo to meet with staff and the community for input and research work on this project. This included public meetings, advisory board meeting, tours of the city, and much more. They utilized all of this information to create reports that would help formulate the strategic plan. These included a competitive assessment, online survey results, tax generation assessment, and focus district analysis (downtown, route 66, medical district, and airport).

The last couple of months have been spent drafting, reviewing, and editing the strategic plan and executive summary documents in order to present to the AEDC Board and City Council for consideration. The strategic plan contains an introduction, vision & goals, and strategic recommendations based on the goal areas of Talent, Infrastructure, Innovation, Quality of Life, and Communication. The document concludes with best practices examples, implementation steps, and an analysis of incentives with recommendations on how to proceed.

Tony DeLisi, with Avalanche Consulting, will be presenting the plan to City Council for public hearing and consideration. The AEDC Board will also be considering the plan at their meeting on August 15<sup>th</sup> at 11AM.

### Requested Action

Hold Public Hearing and Consider adoption of the Align Amarillo Economic Development Strategic Plan

# Amarillo City Council Agenda Transmittal Memo



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**Funding Summary**

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N/A

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**Community Engagement Summary**

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Online survey with 900 respondents; 2 public meetings; 3 advisory board meetings; interviews with city leadership, business owners, and citizens; focus groups with over 50 participants; meetings with partner organizations

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**Staff Recommendation**

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Staff recommends approval of the Align Amarillo Economic Development Strategic Plan

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# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	August 15, 2017	<b>Council Priority</b>	Regular Agenda Item
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<b>Department</b>	Planning Department	<b>Contact Name</b>	AJ Fawver
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### Agenda Caption

Vicinity: A entire block segment of Meadow Drive between SW 34<sup>th</sup> Ave and S Western St

Consideration of a request from Officer William Roper to rename Meadow Drive to Justin Scherlen Drive.

### Agenda Item Summary

Amarillo Police Officer William Roper independently approached the Planning Department about renaming Meadow Drive to Justin Scherlen Drive, in honor of Officer Justin Scherlen who passed away late last year. The significance of this particular street in Amarillo is that his parents still live there on Meadow Drive.

Planning staff has talked with Officer Roper, and in accordance with the adopted City of Amarillo street renaming policy adopted in November of 2016, has placed the item on the agenda in order for the council to consider the changing the name of Meadow Drive to Justin Scherlen Drive.

Planning staff has received 4 phone calls from residents that live on the street. Their opinions are that they are not against the idea of honoring Justin Scherlen just not on their street but another street in town possibly in a newer neighborhood. Two residents brought up that they should rename the nearby park (Paramount Park) since he use to play there all the time as a kid growing up.

### Requested Action

The applicant is requesting that the City Council approve this proposed street renaming, or another street in town, or initiate the Paramount Park renaming.

### Funding Summary

N/A. Applicant or applicant's non-profit group will pay \$1,800 for the street signage changes.

### Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to property owners along Meadow Drive.

A general informational meeting took place on Monday August 7<sup>th</sup>. Six (6) of the thirty-two (32) property owners notified attended the meeting. While two were opposed to the renaming of their street (Meadow Drive), they did express a desire to see some street in town named after him or even

# Amarillo City Council Agenda Transmittal Memo



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renaming nearby Paramount Park where he use to play as a child.

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## City Manager Recommendation

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Staff recommends approval, with three considerations:

1. Rename the entirety of Meadow Drive to Justin Scherlen Drive.
  2. OR, have Council consider an alternate street, possibly in a newer subdivision before the streets are dedicated to the public and built.
  3. OR, if Council so desires, a separate renaming effort to rename nearby Paramount Park (Addressed off Fleetwood Drive) to Justin Scherlen Park which could be pursued instead of renaming a street after him.
- 

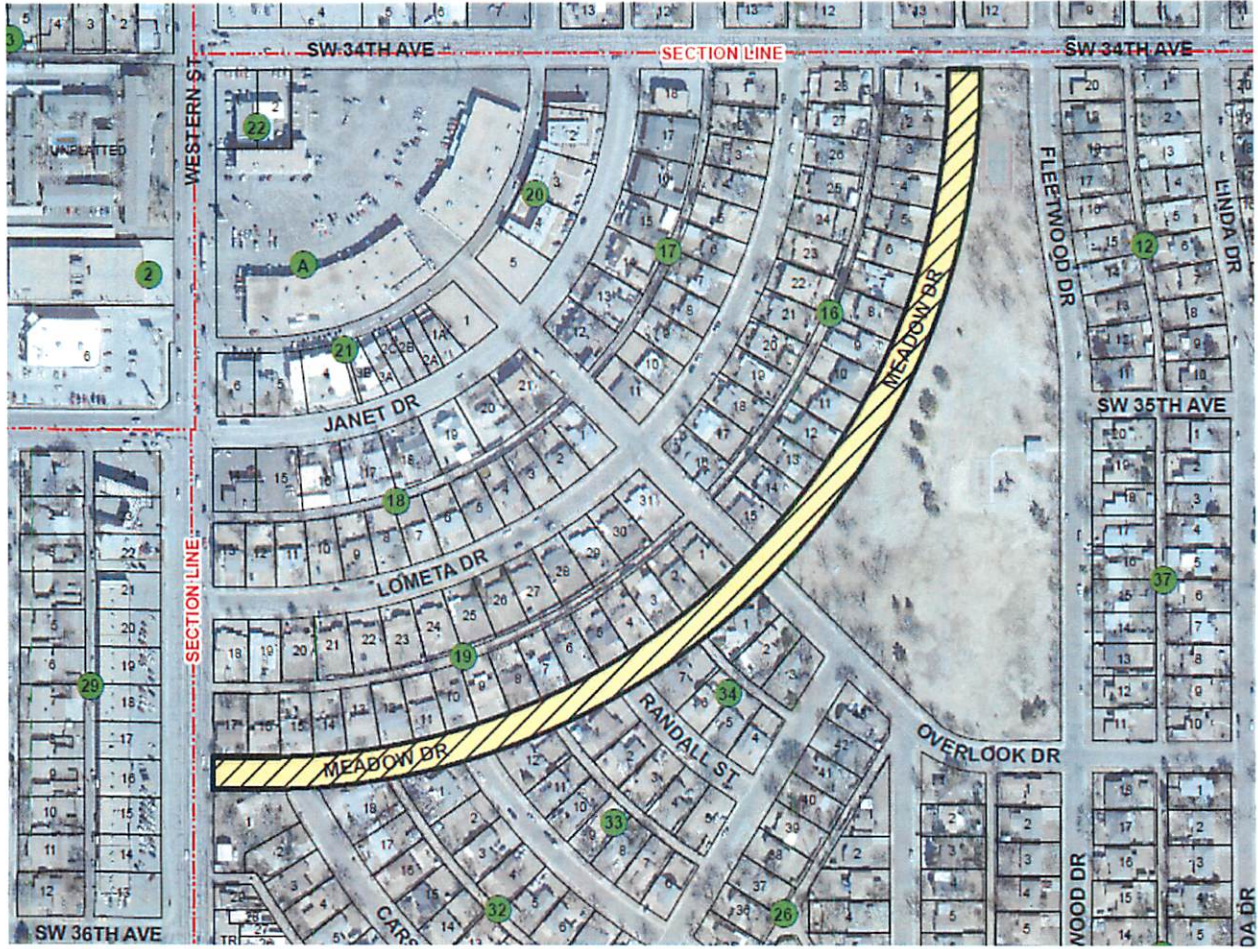
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## Attachments

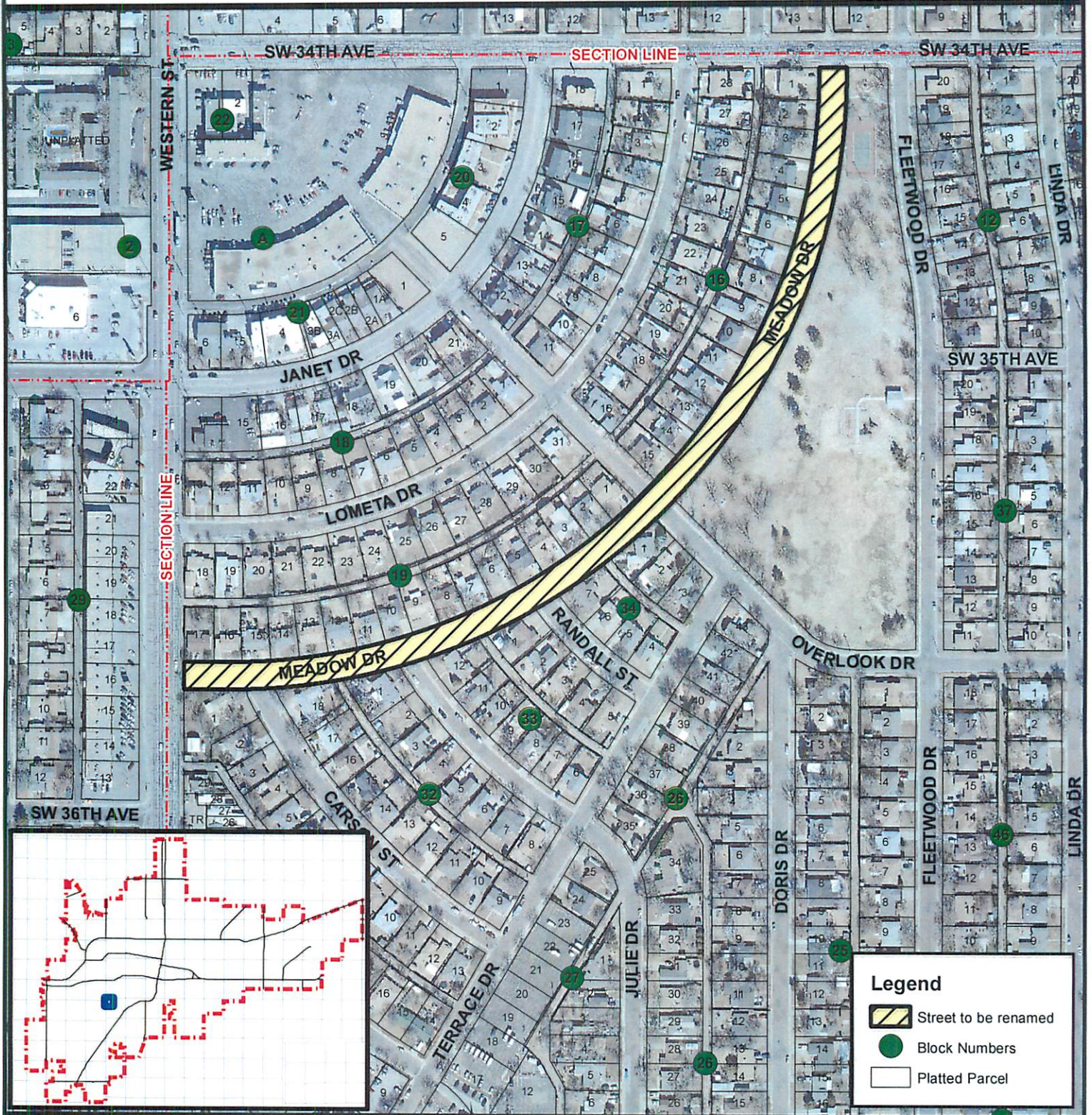
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1. Initial Letter from Officer William Roper
  2. Map of area in question
-

# Amarillo City Council Agenda Transmittal Memo



**CASE M-17-03  
RENAMING OF MEADOW DR TO SCHERLEN DR**



**Legend**

- Street to be renamed
- Block Numbers
- Platted Parcel

**CITY OF AMARILLO  
PLANNING DEPARTMENT**

Street name change request to rename the entire Meadow Drive to Scherlen Drive, in Section 228, Block 2, AB&M Survey, Randall County, Texas

Applicant: William Roper

Vicinity: Western St & SW 34th Ave

Scale: 1 inch = 300 feet  
Date: 7/11/2017



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

RESOLUTION NO. 08-22-17-\_\_\_\_\_

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS:  
RENAMING PUBLICLY DEDICATED STREETS,  
FORMERLY KNOWN AS MEADOW DRIVE TO JUSTIN  
SCHERLEN DRIVE, AS IS MORE FULLY DESCRIBED  
HEREIN; PROVIDING A SAVINGS CLAUSE; PROVIDING  
A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE  
DATE.

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

SECTION 1. That a segment of the publicly dedicated street right-of-way heretofore known as Meadow Drive located in Section 228, Block 2, A.B. & M Survey, Randall County, Texas is hereby renamed to Justin Scherlen Drive.

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

SECTION 3. In the event this resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the resolution, and such remaining portions shall continue to be in full force and effect.

SECTION 4. That this resolution shall become effective immediately upon passage and approval.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 22nd day of August 2017.

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

# Amarillo City Council Agenda Transmittal Memo



To whom it may concern:

My name is William Roper and I am a Police Officer for the Amarillo Police Department. I am writing you with a request to change the name of a street to that of our most recent Fallen Officer, Justin Scherlen.

Justin and his family grew up on Meadow in Amarillo, and his parents still live there today. Justin was more to many people in the city than just another Police Officer. He helped so many in more ways than many of us ever knew. He was a mentor to many officers for work and even personal issues. He touched the lives of people he met on or off duty. He was a man of God and his actions and interactions with others reflected this.

During his recovery after his accident, a homeless woman heard about what happened to Officer Scherlen. She came in and donated the change in her pocket. She told of a story about how Justin would come by and check on her often, and how he was generally concerned about her welfare. He made a difference in her life as he did with many others and this is just one of so many stories shared about Justin.

While we do have a memorial at our department for Fallen Officers, Justin was, a cut above, as some people would say. We would like something not only for the Police Department to see, but also for the citizens who he affected daily to see. I feel that it is only fitting that the neighborhood that saw him grow up to be the man he was should have his name on their street sign. This street is also connected to the park of the neighborhood and would also be a reminder to those in the area visiting the park about him.

We would appreciate your consideration in renaming this street to J. Scherlen.

Thank you for your consideration:

Ofc William Roper



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF AMARILLO, TEXAS DISCONTINUING THE SUBCOMMITTEE TO SERVE AS ADVISORY COMMITTEE TO THE CITY COUNCIL AND TO WORK WITH CITY STAFF, PARTNERS AND STAKEHOLDERS IN THE DEVELOPMENT OF DRAFT ECONOMIC DEVELOPMENT POLICIES AND GUIDELINES**

**WHEREAS**, in order to address the City’s economic development policies and guidelines, the City Council has established a Subcommittee of the City Council is in the best interests of the City; and

**WHEREAS**, the City Council now finds that the work of the Subcommittee will best performed by the Council as whole so there is no longer a need for the Subcommittee of the City Council.

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

**Section 1.** There the Subcommittee of the City Council heretofore established to serve as an advisory committee to the City Council and to work with City staff, partners and stakeholders in the development of Economic Development Policies and Guidelines is hereby discontinued.

**Section 2.** This Resolution shall become effective from and after its passage.

**PASSED AND APPROVED this 25<sup>th</sup> day of July 2017.**

\_\_\_\_\_  
Ginger Nelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Frances Hibbs, City Secretary



# Amarillo City Council

## Agenda Transmittal Memo



<b>Meeting Date</b>	August 15, 2017	<b>Council Priority</b>	Contract Renewal
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<b>Department</b>	Traffic	<b>Contact Person</b>	Michael Padilla
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### Agenda Caption

Contract renewal for Photographic Traffic Enforcement

### Agenda Item Summary

The current contract for Photographic Traffic Enforcement is set to expire on August 29, 2017. The contract can be renewed or terminated.

#### Renewal Options

1. Renew Contract with American Traffic Solutions with existing intersection cameras in place
  2. \*Renew Contract with amendments to relocate cameras to new intersections
  3. \*Renew Contract with additional cameras installed at new intersections
  4. \*Terminate the existing contract, and request bids from additional vendors for a new contract
- \*Citizen Advisory Committee will have to be appointed by Council according to Transportation Code Title 7, Sec. 707.003 2(e)

### Requested Action

Requesting Council to consider contract renewal/termination with American Traffic Solutions for Photographic Traffic Enforcement.

### Funding Summary

Self Funded

### Community Engagement Summary

Traffic Advisory Board heard this recommendation on July 12, 2017 and also on July 26, 2017; both were advertised and open to the community.

### Staff Recommendation

Traffic Staff is recommending renewal and award of Photographic Traffic Enforcement contract with ATS option #3