

## AGENDAS

**FOR THE AMARILLO CITY COUNCIL WORK SESSION IMMEDIATELY FOLLOWED BY THE REGULAR SESSION TO BE HELD ON TUESDAY, MAY 16, 2017 AT 4:00 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) Consider future Agenda items and request reports from City Manager.

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### REGULAR MEETING ITEMS

**INVOCATION:** Howard Batson, First Baptist Church

**PROCLAMATIONS:** "Children's Mental Health Awareness Day"

**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 regular meeting held on May 9, 2017.

B. **Lease Agreement for Limited Uses – Lease Agreements between the Amarillo Police Department and a local organization for the limited use of office space by the Neighborhood Police Officer Units:**

This lease agreement for limited uses provides for office space in a designated neighborhood to be used by Amarillo Police Department for the Neighborhood Police Officer Units. These offices will be utilized for the purpose of general police activity, research, preparing reports, meetings with citizens, etc. The organization that has agreed to provide an office is: Eastridge Baptist Church.

- C. Purchase – Landscaping Project for The Greenways Units #31 and #19:  
Award to Green Plains Design -- \$379,900.00  
This item approves the contract for landscape, hardscape, and sidewalk improvements in Units #31 and #19 of The Greenways PID.

## **REGULAR AGENDA**

2. **RESOLUTION – MUNICIPAL ELECTION:**  
This resolution canvasses the returns and declares the results of the regular election held on May 6, 2017.
3. **REMARKS:**  
Remarks by the outgoing Councilmembers.
4. **OATH OF OFFICE:**  
The Honorable Nancy Tanner to conduct the Oath of Office for the Mayor and Councilmembers elected on May 6, 2017.

## **BREAK – 15 MINUTES FOR RECEPTION**

5. **REMARKS:**  
Remarks by the new Mayor and Councilmembers.
6. **ORDINANCE NO. 7667:**  
This is the second and final reading of an ordinance changing City Ordinance Section 16-3-131 pertaining to exit and entrance of parking establishments in the Central Business District (CBD) and required signage. The existing ordinance prohibits left turns upon exiting a parking establishment in the CBD, makes no distinction between one-way or two-way street operation, and allows for no exceptions. The ordinance modification will allow for exceptions to the left turn prohibition, particularly in cases where it would make sense from the standpoint of traffic flow and/or circulation.
7. **ORDINANCE NO. 7668:**  
This is the second and final reading changing of an ordinance City Ordinance Article XXI, Section 16-3-1001, Schedule A, One-Way Streets. Currently Southeast 7th Avenue is an eastbound one-way street and Southeast 8th Avenue is a westbound one-way street. Both one-ways are effective from Adams Street to Buchanan Street. The request is to modify two blocks on the east end of the one-way pair. Change to two-way operation will better facilitate traffic movement in this area, particularly for vehicles exiting and entering the new City of Amarillo and Xcel Energy parking garages.

## **MISCELLANEOUS**

1. Boards and Commission – needed appointments as listed on attached.

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 12th day of May 2017.

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



STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 9th day of May 2017, the Amarillo City Council met at 4:30 p.m. for a work session and then at 5:00 p.m. for the regular session in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

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

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

- |                 |                             |
|-----------------|-----------------------------|
| JARED H. MILLER | CITY MANAGER                |
| BOB COWELL      | DEPUTY CITY MANAGER         |
| MICK MCKAMIE    | CITY ATTORNEY               |
| BLAIR SNOW      | MGMT. ANALYST PUBLIC SAFETY |
| FRANCES HIBBS   | CITY SECRETARY              |

The invocation was given by Kevin Deckard, Polk Street United Methodist Church. Mayor Harpole led the audience in the Pledge of Allegiance.

**PUBLIC COMMENT:**

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

Allen Finegold, 2601 North Grand Street, inquired about the ordinance approved about four years ago imposing drainage fees. Mayor Harpole stated a study was done and indicated about \$54 million worth of needs. The study was set aside until an enterprise fund was made available. These fees cannot be spent for anything except drainage. Mr. Finegold inquired how much storm drainage was included in the backlog. Alan Abraham, 7205 Southwest 35<sup>th</sup> Avenue, wished the Council farewell and thanked them for their service. Rupert C. Brashears, Jr., 2422 Poplar Street, stated the current Council woke up a sleeping giant and generated interest. James Schenck, 6216 Gainsborough Street, congratulated the current and future Councils. There were no further comments.

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

- A. **Minutes:**  
Approval of the City Council minutes of the regular meeting held on May 2, 2017.
- B. **Award – Contract to Justice Benefits, Incorporated (JBI) to provide Medicaid Administration Claiming (MAC):**  
Justice Benefits, Incorporated (JBI) will provide Medicaid Administration Claiming (MAC) to be paid at 18% of revenue generated under this program. Estimated revenue: \$60,000 annually

This item is for reimbursement activities include Medicaid eligibility determination, Medicaid outreach, referral coordination, transportation and translation, medical related provider relations, program planning development and interagency coordination – many of which are services already provided at Public Health.

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

## **REGULAR AGENDA**

**ITEM 2:** Mayor Harpole presented a first reading on an ordinance changing City Ordinance Section 16-3-131 pertaining to exit and entrance of parking establishments in the Central Business District (CBD) and required signage. The existing ordinance prohibits left turns upon exiting a parking establishment in the CBD, makes no distinction between one-way or two-way street operation, and allows for no exceptions. The ordinance modification will allow for exceptions to the left turn prohibition, particularly in cases where it would make sense from the standpoint of traffic flow and/or circulation. Councilmember Nair suggested tabling this item until next week. Mayor Harpole stated a majority of the newly elected Councilmembers are in the audience to hear the presentation. A presentation was made by Raymond Lee, Public Works Director. Motion was made by Councilmember Nair, seconded by Councilmember Burkett, that the following captioned ordinance be passed on first reading:

### **ORDINANCE NO. 7667**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, CHAPTER 16-3, ARTICLE IV, DIVISION 3, SECTION 16-3-131, PERTAINING TO EXIT AND ENTRANCE OF PARKING ESTABLISHMENTS IN CENTRAL BUSINESS DISTRICT AND REQUIRED SIGNS.**

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

**ITEM 3:** Mayor Harpole presented a first reading on an ordinance changing City Ordinance Article XXI, Section 16-3-1001, Schedule A, One-Way Streets. Currently Southeast 7th Avenue is an eastbound one-way street and Southeast 8th Avenue is a westbound one-way street. Both one-ways are effective from Adams Street to Buchanan Street. The request is to modify two blocks on the east end of the one-way pair. Change to two-way operation will better facilitate traffic movement in this area, particularly for vehicles exiting and entering the new City of Amarillo and Xcel Energy parking garages. This item was presented by Raymond Lee, Public Works Director. Motion was made by Councilmember Burkett, seconded by Councilmember Nair, that the following captioned ordinance be passed on first reading:

### **ORDINANCE NO. 7668**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, CHAPTER 16-3, ARTICLE XXI, SECTION 16-3-1001, SCHEDULE A, TO MODIFY AN EXISTING ONE WAY STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.**

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

**ITEM 4:** Mayor Harpole presented a second and final reading on an ordinance amending the Amarillo Municipal Code, Chapter 4-2, Signs, to provide revisions of sign definitions for legal nonconforming electronic message centers (EMCs). Motion was made by Councilmember Blake, seconded by Councilmember Nair, that the following captioned ordinance be passed on second and final reading:

### **ORDINANCE NO. 7666**

**AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS, AMENDING CHAPTER 4-2, "SIGNS," SECTION 4-2-10 "NON-CONFORMING SIGNS," SUBSECTION B, "OPERATIONAL LIMITATIONS OF NON-CONFORMING ELECTRONIC MESSAGE CENTER SIGNS," TO ALLOW OPERATIONAL COMPONENTS OF AN EXISTING SIGN TO BE UPGRADED WITHOUT LOSING THE SIGN'S NON-CONFORMING STATUS, PROVIDED THE SIZE IS NOT INCREASED; PROVIDING FOR**

SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

ITEM 5: Mayor Harpole presented a resolution setting the date and time for a public hearing on June 6, 2017, at 5:00 p.m. to determine if the property at 2504 South Roberts Street constitutes a public nuisance and thereby declared as a dangerous structure and order the removal of such. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing. Motion was made that the following captioned resolution be passed by Councilmember Nair, seconded by Councilmember Burkett:

RESOLUTION NO. 05-09-17-1

A RESOLUTION CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE A PUBLIC NUISANCE AT THE LOCATION(S) STATED; PROVIDING FOR NOTICE.

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

ITEM 6: Mayor Harpole presented a resolution authorizing the City to extend for one year the Bank Depositor Contract to June 30, 2018. The original contract executed on July 13, 2013 allows for two additional one-year extensions, the first to run from July 1, 2016 through June 30, 2017 and the second to run from July 1, 2017 through June 30, 2018. Michelle Bonner, Assistant City Manager, stated the original bid proposal received three responses. She further stated the City uses local banks for other accounts. Motion was made that the following captioned resolution be passed by Councilmember Burkett, seconded by Councilmember Blake.

RESOLUTION NO. 05-09-17-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING A ONE-YEAR EXTENSION OF THE BANK DEPOSITORY CONTRACT WITH BANK OF AMERICA, N.A.; PROVIDING SEVERABILITY CLAUSE, PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

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

ITEM 7: Mayor Harpole presented for approval the award of an agreement for professional services for a Comprehensive Water System Master Study for the Carson County Transfer Pipeline condition assessment, water quality sampling and analysis for the Osage Water Treatment Plant and other services to perform further analysis related to the Master Study. This is an update to the 2003 Water Study and Comprehensive Plan. This item was presented by Floyd Hartman, Director of Capital Projects. Motion was made by Councilmember Blake to approve this Comprehensive Water Master Study, seconded by Councilmember Nair.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, and Nair; voting NO was Councilmember Burkett; the motion carried by a 4:1 vote of the Council.

ITEM 8: Mayor Harpole presented a Communications System Agreement - Master Site establishing an Agreement between the City of Amarillo and Potter County to provide access to the City of Amarillo's master site in support of Potter County's transition to a NEXGEN Radio Communications System. The City is providing Potter County with access to the system through the master site in return for additional site repeater systems and support of the system's network connectivity. The joint Agreement will provide for seamless interoperable communication system between the City of Amarillo and Potter County, enhancing the safety and coordination of emergency responders. Motion was made that the agreement be passed by Councilmember Nair, seconded by Councilmember Burkett.

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

Councilmember Nair stated he would not be at Council meeting next week.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

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

\_\_\_\_\_  
Paul Harpole, Mayor

DRAFT



# Amarillo City Council Agenda Transmittal Memo



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|---------------------|--------------|-------------------------|-----------------------|
| <b>Meeting Date</b> | May 16, 2017 | <b>Council Priority</b> | Limited Use Agreement |
|---------------------|--------------|-------------------------|-----------------------|

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| <b>Department</b> | City Manager |
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### Agenda Caption

Lease Agreement for Limited Uses – Lease Agreements between the Amarillo Police Department and a local organization for the limited use of office space by the Neighborhood Police Officer units.

### Agenda Item Summary

The lease agreement for limited uses provides for office space in a designated neighborhood to be used by Amarillo Police Department for the Neighborhood Police Officer units. These offices will be utilized for the purpose of general police activity, research, preparing reports, meetings with citizens, etc. The organization that has agreed to provide an office is: Eastridge Baptist Church.

### Requested Action

Approval of the lease agreement to be signed by City Manager.

### Funding Summary

N/A

### Community Engagement Summary

N/A

### City Manager Recommendation

This item is recommended for approval by the City Manager

**LEASE AGREEMENT FOR LIMITED USE  
OF OFFICE LOCATIONS FOR AMARILLO POLICE  
DEPARTMENT NPO UNITS**

This Lease Agreement is made and entered into by and between **EASTRIDGE BAPTIST CHURCH**, a Texas Nonprofit Corporation with its principal office located at 1300 Evergreen Street, Amarillo, Texas 79107 herein called "LESSOR", and the **CITY OF AMARILLO**, a Texas Municipal Corporation situated in Potter and Randall Counties, Texas, herein called "LESSEE" for the purpose of participating in a cooperative effort in the establishment of a dedicated neighborhood police unit.

**RECITALS**

**WHEREAS**, the Chief of Police of the Amarillo Police Department has instituted a Neighborhood Police Officer Unit ("NPO Unit"); and

**WHEREAS**, the NPO Unit is assigned to a specific neighborhood to work with business owners and citizens to identify and assist with ongoing problems that affect the area; and

**WHEREAS**, the NPO Unit will be a contact with the community, within the assigned area, to gather information about ongoing criminal activity and to encourage the neighborhood community to work together with the police toward a common goal; and

**WHEREAS**, the NPO Unit will work to formulate a strategy for addressing offenses, and to disrupt criminal activity; and

**WHEREAS**, the NPO Unit will need a centralized office in the neighborhood they are assigned to meet with citizens, prepare reports, and conduct research; and

**WHEREAS**, the LESSOR desires to participate in a cooperative manner to ensure neighborhood safety, and provide an office location for the NPO Unit.

**NOW, THEREFORE**, in consideration of the premises and of the terms and mutual provisions herein contained, the LESSOR and the LESSEE hereby agree as follows:

1. **Premises:** LESSOR hereby agrees to lease to LESSEE, and LESSEE hereby leases from LESSOR, the following described premises: an office space located on the Northside of the church not to exceed 12 ft x 12 ft in the building located at LESSOR's principal office described above.
2. **Term:** This Agreement shall become effective between the Parties on the day in which this Agreement is signed. This Agreement shall remain in full force and effect for a term of one (1) year from the effective date hereof and shall renew automatically each year for an additional one-year term until terminated.



3. **Rent:** The LESSEE will pay the LESSOR One Dollar (\$1.00) per year as consideration. Payment will be made by LESSEE within thirty (30) days of the date of execution of this agreement, and within thirty (30) days of the date of renewal.
4. **Use of Premises:** LESSEE shall use the Premises for an office space for the Amarillo Police Department's Neighborhood Police Officers Unit("NPO") and shall not be used for any other purposes without written consent of LESSOR. LESSEE shall not have any rights to Premises, excluding the rights to use the Premises as described in this Agreement.
5. **LESSEE Responsibility:** LESSEE shall keep and maintain the Premises in good order and condition and will remove any debris left on the premises
6. **Installations:** LESSOR agrees that LESSEE may install furnishings and equipment necessary to perform police officer's duties, and install new locks on the office so that ONLY the officer's have access to the office. Upon vacating the premises the LESSEE will remove all signs, furnishings and equipment, and repair (at LESSEE's expense) any damage to the Premises caused by LESSEE.
7. **Signs:** LESSEE shall have the right and privilege of attaching, affixing, or exhibiting signs on the Premises relating to LESSEE's operations on the Premises.
8. **Access:** LESSOR agrees to allow LESSEE access into the Premises as is necessary to carry out NPO's obligations of community policing within the neighborhood.
9. **Insurance:** At all times during the lease term, LESSOR agrees to maintain in full force and effect, property insurance to keep the Premises insured against loss or damage by fire; and Liability Insurance to protect the owner against potential claims of citizens who enter the premises for contact with the NPOs.
10. **Termination:** This agreement may be terminated by either party with our without cause, upon thirty (30) days written notice to the other party.
11. **Notices:** All notices required under this Lease shall be in writing and shall be deemed to be properly served when posted by Certified United States mail, postage prepaid, return receipt requested, addressed to the parties to whom directed at the address herein set forth or at such other address as may be, from time to time, designated in writing by the party changing such address. For the purposes of this Lease, such addresses shall be as follows:

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|---|--|
| City of Amarillo<br>Chief of Police<br>200 S.E. Third Avenue<br>Amarillo, TX 79101-1514 | Eastridge Baptist Church, Inc.<br>1300 Evergreen Street<br>Amarillo, Texas 79107 |
|---|--|

12. **Severability:** If any term of provision of this Agreement is declared invalid or unenforceable, the remainder of the Agreement shall not be affected by such determination and shall continue to be valid and enforceable.

13. **Amendments:** This Agreement may only be amended in writing. The parties shall not be bound as to any oral agreements or understandings except when the same shall be reduced to writing and duly executed by both parties as an amendment to this Agreement.

14. **Entire Agreement:** This Agreement contains the entire agreement of the parties hereto, and LESSOR and LESSEE accepting the same, acknowledge that there is no other written or oral understanding or promises between the parties, and that no representations except those that may be contained herein have been made to induce LESSOR or LESSEE to enter into this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

CITY OF AMARILLO

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Manager

Eastridge Baptist Church, Inc.

\_\_\_\_\_  
Mike Garman, Senior Pastor

# Amarillo City Council Agenda Transmittal Memo



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|--------------|--------------|------------------|----------------------|
| Meeting Date | May 16, 2017 | Council Priority | Community Appearance |
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| Department | Planning |
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## Agenda Caption

Purchase – Landscaping Project for The Greenways Units #31 and #19  
Award to Green Plains Design -- \$379,900

This item approves the contract for landscape, hardscape, and sidewalk improvements in Units 31 and 19 of The Greenways PID.

## Agenda Item Summary

At their December 12<sup>th</sup>, 2016 meeting, the Greenways Public Improvement District (PID) Advisory Board approved three bid projects to be advertised. The scope of the project includes sidewalk installation along segments of Isabella and Glenwood Drives, Goldenview Drive, Bayswater Road and Jake London Drive. In addition, ramps and pavers are planned, along with curbing, and drainage flumes extending from Bayswater Road. Landscaping along these same areas, along with the irrigation necessary for the landscaping, is included in the plans. A pre-bid meeting was held March 21<sup>st</sup>, and bids were received on April 14<sup>th</sup>.

The developer will fund the initial construction of the project and will be reimbursed through the Greenways Improvement Account. The project and contract have been recommended for approval by the Greenway's PID Advisory Board, who met to discuss this on April 27<sup>th</sup>, 2017.

## Requested Action

Approval of the recommendation to award the bid to Green Plains Design for \$379,900, as recommended by the Advisory Board.

## Funding Summary

Funding for this project will come from the Greenways PID.

## Community Engagement Summary

Public meeting was posted and held according to Open Meetings Act requirements on December 12<sup>th</sup>, 2016 and April 27<sup>th</sup>, 2017.

# Amarillo City Council Agenda Transmittal Memo



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## Staff Recommendation

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Staff recommends the Council approve the recommendation put forward by the Greenways PID Advisory Board.

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## THREE PARTY AGREEMENT

This Agreement is entered into between Hillside and Soncy Associates, LTD (hereinafter "DEVELOPER/OWNER"), Green Plains Design (hereinafter "CONTRACTOR") and the City of Amarillo, Texas (hereinafter "CITY") with respect to CITY Bid No. 5698 for Greenways Unit 19 & Unit 31 landscape project for the City of Amarillo, Texas (hereinafter "Project").

WHEREAS, the CITY by Resolution No. 4-25-95-1 dated April 25<sup>th</sup>, 1995, approved, authorized, and established the Greenways at Hillside Public Improvement District; and

WHEREAS, pursuant to said Resolution, the CITY is charged with aspects of administering the Greenways at Hillside Public Improvement District, including, but not limited to, approving contracts for services provided to The Colonies Public Improvement District;

NOW, THEREFORE, the parties agree as follows:

CONTRACTOR shall perform all the work required by and in accordance with the CITY Project Specifications, Contract, and Bidding Documents for Bid No. 5698 for Greenways Unit 19 & Unit 31 landscape project for the City of Amarillo, Texas as prepared by CITY and CONTRACTOR'S bid in response thereto, which documents are incorporated herein by reference.

DEVELOPER/OWNER shall pay to CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by change order as agreed to in writing by the parties, the fixed sum of Three Hundred Seventy-Nine Thousand Nine Hundred and 00/100 Dollars (\$379,900.00);

### I.

The Project Specifications shall provide specific requirements for supplying all material, equipment and labor for the installation of structures, landscaping, irrigation, and plantings for the Greenways Unit 19 & Unit 31 landscape project.

### II.

The CONTRACTOR will do the following:

1. CONTRACTOR agrees to furnish prior to start of construction, a Performance Bond and a Payment Bond with a corporate surety authorized to conduct such business in the State of Texas and acceptable to the CITY and the DEVELOPER/OWNER. The Bonds shall be in the form attached hereto, marked Exhibits "A" and "B" instead of the forms included in Bid No. 5698. The bonds are made a part hereof to guarantee the completion of the work in accordance with the terms and specifications of Bid No. 5698, to guarantee payment to all subcontractors and suppliers, and to guarantee CONTRACTOR'S work for one (1) year after written acceptance of the Project by CITY. The Bonds required herein shall be in favor of the CITY and the DEVELOPER/OWNER. Original bonds are to be given to the parties to this Agreement. The CITY shall receive an original of the Performance and Payment Bonds when this Agreement is delivered for the CITY'S signature.
2. CONTRACTOR will obtain all required permits prior to beginning any construction.
3. The CONTRACTOR and its surety will guarantee the PROJECT for one year from the date of written acceptance by the CITY.

- A. The CONTRACTOR agrees to maintain, repair and reconstruct the Project in whole or in part for a period of twelve (12) months after the CITY accepts the Project when failures from faulty or poor workmanship or materials occur. The CONTRACTOR does not guarantee against failures caused by improper treatment, accident, normal wear and tear and acts of God, but it will be presumed that failures were not caused by the immediately foregoing matters. The responsibility for failure shall be mutually determined by CITY and CONTRACTOR when possible. The CITY will make the final determination when mutual agreement is not possible.
- B. Portions of the Project may be accepted by CITY in writing.
4. Certificate of Insurance in accordance with Bid No. 5698 shall be filed with the CITY prior to the CITY'S signature. The Certificate shall be subject to approval for adequacy of protection. The Certificate shall cover all work performed by the CONTRACTOR and its subcontractors.
  5. The CONTRACTOR shall construct the Project to meet the approved design, specifications, and other requirements as referenced above.
  6. The CONTRACTOR will not commence any construction until this Agreement shall have been signed by CONTRACTOR, DEVELOPER/OWNER, and CITY. CONTRACTOR will complete construction within ninety-five (95) calendar days from date of commencement or CONTRACTOR will pay liquidated damages as provided for in the General Conditions of the above-referenced Bid No. 5698. The plans must be approved by the CITY prior to starting of construction requiring any observation by CITY personnel.
  7. If applicable, the CONTRACTOR will not pour concrete at any location in the Project until all underground utilities critical to that location shall have been installed or adjusted and the utility trenches shall have been backfilled properly in accordance with the latest edition of the CITY'S Utilities Division Standard Specifications, Subsection 4.01 "Utility Construction in City of Amarillo Right-of-Way and Easements." The CONTRACTOR shall assist the DEVELOPER/OWNER in verifying acceptability of the trenches.
  8. The CONTRACTOR'S Construction Project Manager must contact the DEVELOPER'S Project Landscape Architect for approval of concrete forms before concrete may be poured.
  9. The CONTRACTOR'S Construction Project Manager shall have all major items or phases of construction examined and approved by the DEVELOPER'S Project Landscape Architect prior to any item or phase of work being covered.
  10. The CONTRACTOR shall comply with the DEVELOPER/OWNER or its representative's Storm Water Pollution Prevention Plan when the Project is over five (5) acres or is considered a portion of a larger master plan. The Storm Water Pollution Prevention Plan is required by the Environmental Protection Agency, the Texas Commission on Environmental Quality, and CITY regulations. If the Project is less than five (5) acres, all CITY erosion control requirements must be met.

11. The CONTRACTOR'S Construction Project Manager shall obtain approval for both substantial completion and final acceptance inspections by both the CITY'S Project Representative and the DEVELOPER'S Landscape Architect.
12. The CONTRACTOR shall request final acceptance from the DEVELOPER'S Project Landscape Architect by letter immediately after Project completion.

III.

The DEVELOPER/OWNER will do the following:

1. The DEVELOPER/OWNER shall have received the Performance and Payment Bonds required in Section II, Item 1, and will attach the originals of the Bonds to this Agreement when delivered for the CITY'S signature. After all parties have executed this Agreement, DEVELOPER/OWNER will give CONTRACTOR permission to start the Project.
2. The DEVELOPER/OWNER will pay all costs of the design, construction, and re-staking done by CITY personnel. Prior notification will be given by CITY to DEVELOPER/OWNER for consent before any charges are incurred.
3. The DEVELOPER/OWNER agrees to require the CONTRACTOR to cause the Project to conform to CITY ordinances, specifications, or policies. The DEVELOPER/OWNER shall provide the required maintenance, repair, and reconstruction of the Project during the warranty period if the CONTRACTOR and surety fail to do so.
4. When required by Environmental Protection Agency, Texas Commission on Environmental Quality, and CITY regulations, the DEVELOPER/OWNER shall develop a Storm Water Pollution Prevention Plan and/or an erosion control plan. The DEVELOPER/OWNER and CONTRACTOR shall each file a Notice of Intent and a Notice of termination when a Storm Water Pollution Prevention Plan is required. The DEVELOPER/OWNER and CONTRACTOR shall comply with all erosion control requirements.
5. The DEVELOPER/OWNER will retain a minimum of 5 percent (5%) of the cost of the Project from the CONTRACTOR. The retainage WILL NOT be released by the DEVELOPER/OWNER until the acceptance letter is issued by the CITY and a "Bills Paid Affidavit" has been signed by the CONTRACTOR.
6. The DEVELOPER/DEVELOPER'S Project Landscape Architect shall request final acceptance from the CITY by letter immediately after final acceptance of the project by the DEVELOPER'S Project Landscape Architect from the CONTRACTOR'S Construction Project Manager.

IV.

The CITY will do the following:

1. The CITY will furnish the necessary observation by a Project Representative to insure compliance with the approved plans and specifications.
2. The CITY will furnish the necessary Agreement administration with the Parks Landscape Architect, Account Clerk II, and other required CITY personnel.

3. Before the final acceptance letter can be issued, written certificates from the DEVELOPER/OWNER and the CONTRACTOR must be received stating that all bills pertaining to this Project have been paid in full, all liens have been released, and that all utilities have been transferred into the appropriate entity's name.
4. The CITY will monitor the CONTRACTOR'S and DEVELOPER/OWNER'S compliance with the Pollution Prevention Plan and/or erosion control plan.

V.

1. In the event of default of any of the CONTRACTOR'S or DEVELOPER/OWNER'S obligations contained in this Agreement, or if the Project does not meet the CITY'S requirements, the CITY shall have the right but not the obligation to proceed to finish, maintain, repair or reconstruct the Project. The CONTRACTOR and the DEVELOPER/OWNER will be jointly and severally responsible for payment of the CITY'S costs, including damages, attorney's fees, and interest, and will reimburse the CITY within thirty (30) days after its completion of the Project for all costs in connection with such engineering, administration, construction, maintenance, repair, or reconstruction. The CITY may also exercise any other rights or remedies available by law, equity, or under the bonds.
2. NOTWITHSTANDING ANYTHING IN BID NO. 5698 TO THE CONTRARY CITY SHALL NOT BE LIABLE TO CONTRACTOR AND/OR OWNER/DEVELOPER FOR THE PAYMENT OF ANY MONIES ASSOCIATED WITH THIS PROJECT. CONTRACTOR AND OWNER/DEVELOPER AGREE TO INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY EXPENSES, DAMAGES, FINES, PENALTIES, AND JUDGEMENTS, INCLUDING COSTS, INTEREST AND REASONABLE ATTORNEY FEES, FOR ANY DAMAGE TO PROPERTY AND DEATH OR INJURY TO PERSONS CAUSED BY THE ACTIONS OF CONTRACTOR AND/OR OWNER/DEVELOPER IN THE PERFORMANCE OF WORK UNDER THIS AGREEMENT. CONTRACTOR AND OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR THEIR NEGLIGENCE AND THAT OF THEIR EMPLOYEES AND SUBCONTRACTORS.
3. BOTH CONTRACTOR AND OWNER/DEVELOPER HEREBY WAIVE ANY CLAIMS AGAINST CITY, WITHOUT LIMITATION, WHICH MAY ARISE OR WHICH MIGHT BE ALLEGED TO HAVE ARISEN OUT OF PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT.



EXECUTED by the last of the parties to sign this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY

City of Amarillo  
P.O. Box 1971  
Amarillo, TX 79105-1971  
(806) 379-3000  
(806) 378-3018 Facsimile

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

DEVELOPER/OWNER

HILLSIDE AND SONCY ASSOCIATES, LTD, A  
TEXAS LIMITED PARTNERSHIP  
500 S Taylor St., Suite 102  
Amarillo, TX 79101-2442  
(806) 467-1000  
(806) \_\_\_\_\_ Facsimile

By \_\_\_\_\_  
Edward R. Scott, Jr. Manager of Hillside &  
Soney Development, L.L.C. , General Partner

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

Bid No. 5698 The Greenways @ Hillside Units 19 and 31 Landscaping Projects  
 Opened 4:00 p.m., April 13, 2017

| To be awarded as one lot  | Green Plains Design | Plains Builders   | Tri-State General Contracting Group Inc |
|---|---------------------|-------------------|---|
| Line 1 Unit 19 PID Landscape The Greenways, per specifications        |                     |                   |   |
| 1 ea  |                     |                   |   |
| Unit Price  | \$146,400.000       | \$136,998.00      | \$149,165.300                           |
| Extended Price  | 146,400.00          | 136,998.00        | 149,165.30                              |
| Line 2 Unit 31 Area 1 PID Landscape The Greenways, per specifications |                     |                   |   |
| 1 ea  |                     |                   |   |
| Unit Price  | \$49,500.000        | \$56,684.00       | \$52,528.950                            |
| Extended Price  | 49,500.00           | 56,684.00         | 52,528.95                               |
| Line 3 Unit 31 Area 2 Landcape The Greenways, per specifications      |                     |                   |   |
| 1 ea  |                     |                   |   |
| Unit Price  | \$184,000.000       | \$201,269.00      | \$225,360.650                           |
| Extended Price  | 184,000.00          | 201,269.00        | 225,360.65                              |
| <b>Bid Total</b>  | <b>379,900.00</b>   | <b>394,951.00</b> | <b>427,054.90</b>                       |
| Award to Vendor   | 379,900.00          |                   |   |



RESOLUTION NO. 05-16-17-\_\_\_\_\_

A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS FOR THE REGULAR ELECTION HELD IN THE CITY OF AMARILLO ON THE 6<sup>TH</sup> DAY OF MAY 2017 FOR CITY OFFICES.

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WHEREAS, on this the 16th day of May, 2017, came on to be considered by the City Council the canvass of the returns of the City Officers Election held in the City of Amarillo on the 6<sup>th</sup> day of May, 2017, for the purpose of electing a Mayor, Councilmember, Place No. 1; Councilmember, Place No. 2; Councilmember, Place No. 3; Councilmember, Place No. 4; and

WHEREAS, the City Council has canvassed the returns of said election and it appears from said returns, duly and legally made, that there were 15,516 valid and legal ballots cast in said election; and that each of the candidates in said election received the following votes:

**MAYOR**

Renea Dautes..... .833  
Ginger Nelson. .... 12,687  
James F. Lowder, II..... 2,488

**COUNCILMEMBER, PLACE NO. 1**

Elisha L. Demerson..... 5,183  
Elaine Hays. .... 10,720

**COUNCILMEMBER, PLACE NO. 2**

Freda Powelll ..... 11,881  
James Schenck. .... 3,745

**COUNCILMEMBER, PLACE NO. 3**

Eddy Sauer. .... 12,178  
Tom Warren, II..... 3,397

**COUNCILMEMBER, PLACE NO. 4**

Mark Nair. .... 4,549  
Howard Smith. .... 10,967

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

SECTION 1. That said election was duly called; that notice of said election was given and held in accordance with law; and that said election and the returns thereof have been duly canvassed by the City Council.

SECTION 2. That at said election:

- A. Ginger Nelson received a majority of the votes cast for the office of Mayor and was duly elected Mayor of the City of Amarillo.
- B. Elaine Hays received a majority of the votes cast for and was duly elected as Councilmember, Place No. 1.
- C. Freda Powell received a majority of the votes cast for and was duly elected as Councilmember, Place No. 2.
- D. Eddy Sauer received a majority of the votes cast for and was duly elected as Councilmember, Place No. 3.
- E. Howard Smith received a majority of the votes cast for and was duly elected as Councilmember, Place No. 4.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas on this 16<sup>th</sup> day of May, 2017.

\_\_\_\_\_  
Paul Harpole, Mayor

ATTEST:

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

# Amarillo City Council Agenda Transmittal Memo



4

|                     |              |                         |  |
|---------------------|--------------|-------------------------|--|
| <b>Meeting Date</b> | May 16, 2017 | <b>Council Priority</b> |  |
|---------------------|--------------|-------------------------|--|

|                   |                |
|-------------------|----------------|
| <b>Department</b> | City Secretary |
|-------------------|----------------|

## Agenda Caption

City Ordinance change – Parking Establishments: Central Business District

## Agenda Item Summary

This is a change of City Ordinance Section 16-3-131 pertaining to exit and entrance of parking establishments in the Central Business District (CBD) and required signage. The existing ordinance prohibits left turns upon exiting a parking establishment in the CBD, makes no distinction between one-way or two-way street operation, and allows for no exceptions. The ordinance modification will allow for exceptions to the left turn prohibition, particularly in cases where it would make sense from the standpoint of traffic flow and/or circulation.

## Requested Action

Requesting Council consider modification of the ordinance regarding signage for entrances/exits to parking establishments to better serve the needs of drivers downtown using existing as well as any future parking facilities.

## Funding Summary

N/A

## Community Engagement Summary

Public was notified of the proposed changes by posted agenda before the Traffic Advisory Board meeting on Wednesday April 26. The Traffic Advisory Board voted 6-0 to approve the change in the ordinance to allow right turns, left turns, or both for traffic exiting/entering parking facilities.

## Staff Recommendation

Establishing turning movements for parking garages should be done based upon traffic flow and circulation and what would work best at each location based upon need. The Traffic Engineering Department is in favor of the change.

# **City of Amarillo**

## **inter-office memo**

**TO:** Amarillo Traffic Advisory Board  
**FROM:** David Szmagalski, Traffic Operations Technician  
**DATE:** April 12, 2017  
**SUBJECT:** Parking Establishments: Central Business District

The increase of parking establishments in the Central Business District (CBD) has brought to our attention a situation in which parking facilities in the past have been required by City Ordinance to prohibit vehicles from turning left onto streets in the CBD. The intent of the ordinance was to prevent exiting vehicles from making left turns across traffic on two-way streets in particular.

The existing ordinance is a good one in that it prevents turning traffic from attempting to make the hard left to enter the traffic stream in an urban environment where the city blocks tend to be 300 feet in length or shorter. Collisions in such instances lead to severe backup of traffic, multiple traffic collisions and in the worst case, gridlock which can take hours of law enforcement time to correct. However, the ordinance makes no distinction between one-way or two-way street operation and no exceptions.

For this reason, the Traffic Engineering Department recommends that the Traffic Advisory Board recommend to the City Council that they consider modification of Section 16-3-131, Exit and entrance of parking establishment in the Central Business District; required signs. Please see the attached ordinance copy with modification.

ORDINANCE NO. 7667

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, CHAPTER 16-3, ARTICLE IV, DIVISION 3, SECTION 16-3-131, PERTAINING TO EXIT AND ENTRANCE OF PARKING ESTABLISHMENTS IN CENTRAL BUSINESS DISTRICT AND REQUIRED SIGNS.

---

WHEREAS, the Amarillo City Council has previously enacted Chapter 16-3, Article IV, Division 3, Section 16-3-131 of the Municipal Code of Ordinances to regulate left turns out of parking establishments in the central business district in the City of Amarillo; and,

WHEREAS, the Amarillo City Council now desires to amend such Ordinance to allow left turns out of parking establishments in the central business district in certain circumstances;

WHEREAS, the Amarillo Traffic Advisory Board has considered this amendment and has recommended it to the Amarillo City Council by a vote of \_\_\_\_\_;

WHEREAS, the Amarillo City Council has considered the record before the Traffic Advisory Board and now finds that such recommendation balances the need for efficient traffic movement on the streets as well as protecting the public health and safety;

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

SECTION 1: That Chapter 16-3, Article IV, Division 3, Section 16-3-131 is amended to read as follows:

**Sec. 16-3-131. Exit and entrance of parking establishments in central business district; required signs.**

Each operator, owner or lessee of a parking lot, garage or other establishment where cars are parked or stored, within the Central Business District set out in the preceding section, shall place and maintain in conspicuous view at the entrance and exit appropriate Signs advising the public ~~that a left turn is not permitted~~ whether a left turn or a right turn, or both, is allowed on leaving or entering the parking establishment.

SECTION 2. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 4. It is an offense to violate any part of this ordinance, punishable upon conviction in accordance with Section 1-1-5 of the Amarillo Municipal Code of Ordinances.

SECTION 5. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 9th day of May 2017; and PASSED on Second and Final Reading the 16th day of May 2017.

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

ATTEST:

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



# Amarillo City Council Agenda Transmittal Memo



7

|                     |              |                         |  |
|---------------------|--------------|-------------------------|--|
| <b>Meeting Date</b> | May 16, 2017 | <b>Council Priority</b> |  |
|---------------------|--------------|-------------------------|--|

|                   |                |
|-------------------|----------------|
| <b>Department</b> | City Secretary |
|-------------------|----------------|

**Agenda Caption**

City Ordinance change – One-Way Streets 7<sup>th</sup>/8<sup>th</sup> Downtown

**Agenda Item Summary**

This is a change of City Ordinance Article XXI, Section 16-3-1001, Schedule A One-Way Streets. Currently SE7th Avenue is an eastbound one-way street and SE8th Avenue is a westbound one-way street. Both one-ways are effective from Adams to Buchanan Street. The request is to modify two blocks on the east end of the one-way pair. SE7th operates as a one-way eastbound and SE8th operates as a one-way westbound. Change to two-way operation will better facilitate traffic movement in this area, particularly for vehicles exiting and entering the new City of Amarillo and Excel Energy parking garages.

**Requested Action**

Requesting Council consider modification of 7<sup>th</sup>/8<sup>th</sup> one-way streets to better serve the City of Amarillo’s new parking garage on SE7th and the new Excel parking garage on SE8th.

**Funding Summary**

N/A

**Community Engagement Summary**

Public was notified of the proposed changes by posted agenda before the Traffic Advisory Board meeting on Wednesday April 26. The Traffic Advisory Board voted 6-0 to approve the one-way to two-way street changes on SE7th/SE8th.

**Staff Recommendation**

SE7th Avenue will still retain two eastbound lanes and SE8th will retain two westbound lanes on the two blocks to be changed. Two-way street option will facilitate traffic movement and circulation in the vicinity around the parking garages. The Traffic Engineering Department is in favor of the change.

# City of Amarillo

## inter-office memo

**TO:** Amarillo Traffic Advisory Board  
**FROM:** David Szmagalski, Traffic Operations Technician  
**DATE:** April 12, 2017  
**SUBJECT:** One-Way Streets: 7<sup>th</sup>/8<sup>th</sup> Downtown

The City of Amarillo's new parking garage on SE7th and the parking garage for the new Xcel Energy Building on SE8th will open soon requiring that the traffic direction of travel on both streets between Fillmore and Buchanan be changed from one-way to two-way operation. This change affects two blocks on the far eastern end of the one-way pair. Currently, SE7th Avenue operates as a one-way eastbound and SE8th is one-way westbound.

To better serve the parking facilities and facilitate traffic movement in the area, the Traffic Engineering Department is in the process of modifying traffic signals and associated traffic signs and markings to allow for two-way traffic. On SE7th, there will be two lanes for eastbound and one lane for westbound. Southeast 8<sup>th</sup> will have two lanes of travel for westbound and one lane for eastbound operation.

The Traffic Ordinance making these one-way streets legal must also be modified to allow for two-way traffic movement on the two-block portion. The Traffic Engineering Staff recommends that the Traffic Advisory Board forward to the City Council a recommendation to modify Article XXI, Section 16-3-1001 of the Amarillo Municipal Code, Schedule A One-Way Streets as shown below:

### Eastbound 1-Way Streets

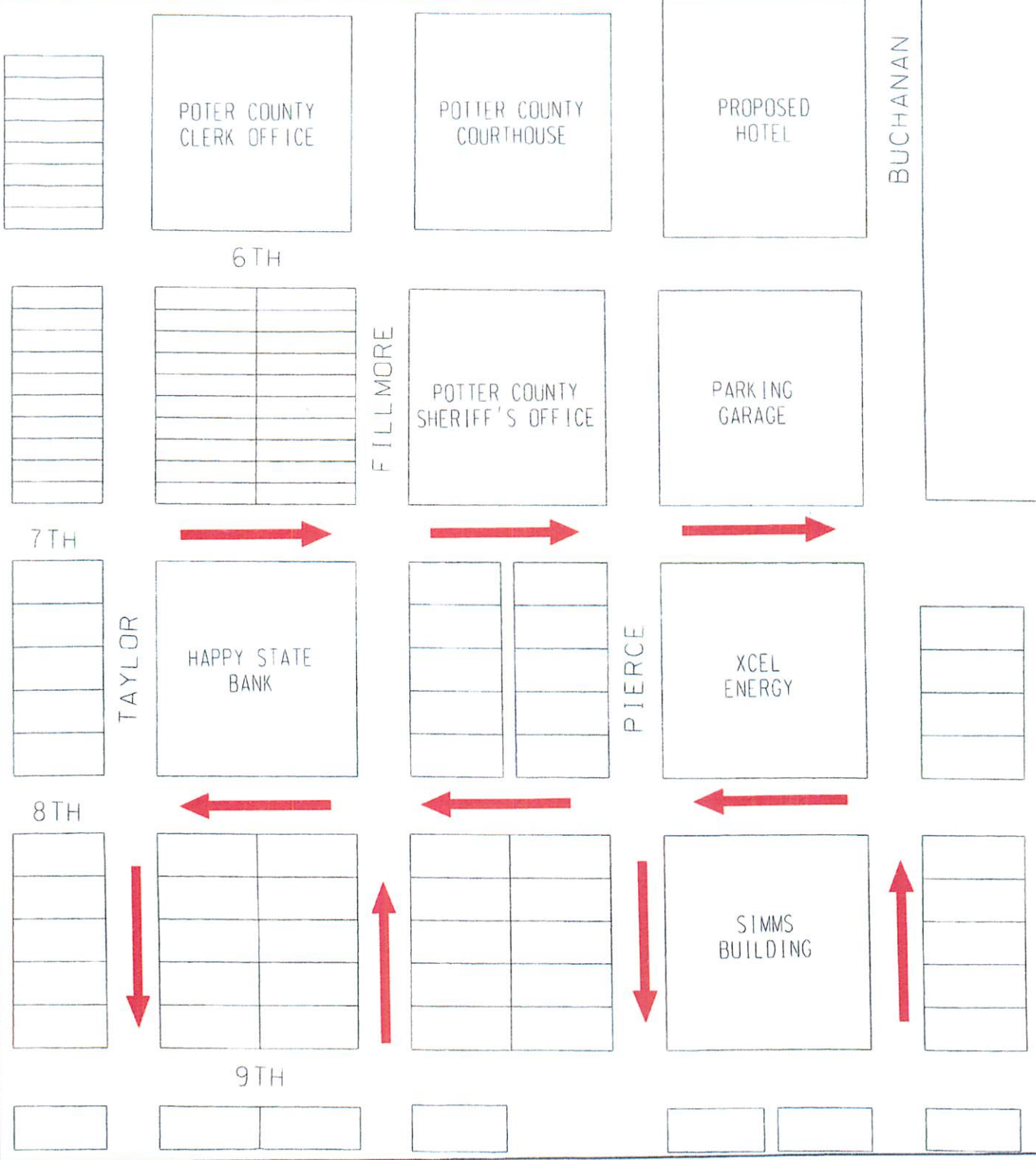
| <u>Location</u>         | <u>From</u> | <u>To</u>                    |
|-------------------------|-------------|------------------------------|
| S. 7 <sup>th</sup> Ave. | Adams St.   | Buchanan St.<br>Fillmore St. |

### Westbound 1-Way Streets

| <u>Location</u>         | <u>From</u>                  | <u>To</u> |
|-------------------------|------------------------------|-----------|
| S. 8 <sup>th</sup> Ave. | Buchanan St.<br>Fillmore St. | Adams St. |



# EXISTING



## TRAFFIC ENGINEERING DEPARTMENT

|                                |                      |   |
|--------------------------------|----------------------|---|
| DRAFTED BY: <u>A. MARTINEZ</u> | DATE: <u>4-11-17</u> | PROJECT: <u>REQUESTED ONE-WAY TO TWO-WAY STREET</u> |
| APPROVED BY: <u>B. MUSICK</u>  | SCALE: <u>NONE</u>   | <u>7TH &amp; 8TH</u>                                |



# REQUESTED

ONE -WAY TO TWO- WAY  
OPERATION



## TRAFFIC ENGINEERING DEPARTMENT

DRAFTED BY: A. MARTINEZ

DATE: 4-11-17

PROJECT: REQUESTED ONE-WAY TO TWO-WAY STREET

APPROVED BY: B. MUSICK

SCALE: NONE

7TH & 8TH

ORDINANCE NO. 77208

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, CHAPTER 16-3, ARTICLE XXI, SECTION 16-3-1001, SCHEDULE A, TO MODIFY AN EXISTING ONE WAY STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Amarillo Traffic Commission recommends amending the one-way street segments as specified herein; and,

WHEREAS, the City Council of the City of Amarillo has considered the record before the Traffic Commission and any public comment, and now finds that such recommendation balances the need for efficient traffic movement on the streets as well as protecting the public health and safety;

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

**SECTION 1.** Chapter 16-3, Article XXI, Section 16-3-1001 (Schedule A) is hereby amended, in part, to read as follows:

**Sec. 16-3-1001. Schedule A, one-way streets, alleys.**

This section is Schedule A, and may be cited as such.

Schedule of One-way Streets (alleys)

| Location   | From   | To   |
|--|--|--|
| <i>{NOTE TO CODIFIER: insert/delete the following text changes into the existing alphabetical list.}</i> |  |  |
| *****  |  |  |
| <i>Eastbound One-way Streets</i>   |  |  |
| *****  |  |  |
| S. 7 <sup>th</sup> Ave.  | Adams St.                                      | <del>Buchanan St.</del><br><u>Fillmore St.</u> |
| *****  |  |  |
| <i>Westbound One-way Streets</i>   |  |  |
| S. 8 <sup>th</sup> Ave.  | <del>Buchanan St.</del><br><u>Fillmore St.</u> | Adams St.                                      |

**SECTION 2. Severability.** If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid, or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

**SECTION 3. Repealer.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

**SECTION 4. Penalty.** It is an offense to violate any part of this ordinance, punishable upon conviction in accordance with Section 1-1-5 of the Amarillo Municipal Code of Ordinances.

**SECTION 5. Publishing and Effective Date.** This ordinance shall be published and become effective according to law.

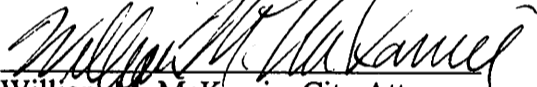
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 9 day of May, 2017; and PASSED on Second and Final Reading the 16 day of May, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
William M. McKamie, City Attorney

**BOARDS AND COMMISSIONS – VACANCIES**

11



Amarillo Local Government Corporation

|            |               |            |                        |
|------------|---------------|------------|------------------------|
| 03/22/2011 | Les Simpson   | 09/30/2017 | (resigned)             |
| 07/19/2016 | Lisa Blake    | 09/30/2017 | (position terminating) |
| 09/08/2015 | Randy Burkett | 09/30/2017 | (position terminating) |

Amarillo-Potter Events Venue District:

|            |                 |            |            |
|------------|-----------------|------------|------------|
| 11/01/2002 | Glenn McMennamy | 10/01/2017 | (resigned) |
|------------|-----------------|------------|------------|

Convention & Visitor Council

|            |                |          |            |
|------------|----------------|----------|------------|
| 03/02/2017 | Suzanne Talley | 09/30/18 | (resigned) |
|------------|----------------|----------|------------|

Council Audit Committee

|            |              |            |                        |
|------------|--------------|------------|------------------------|
| 04/12/2016 | Paul Harpole | 04/11/2017 | (position appointment) |
| 04/12/2016 | Mark Nair    | 04/11/2017 | (position appointment) |

Council Subcommittee on Economic Development Incentive Policies and Guidelines

|            |                 |            |                        |
|------------|-----------------|------------|------------------------|
| 04/12/2016 | Terry Childers  | 04/11/2017 | (position appointment) |
| 04/12/2016 | Bob Cowell      | 04/11/2017 | (position appointment) |
| 04/12/2016 | Elisha Demerson | 04/11/2017 | (position appointment) |
| 04/12/2016 | Randy Burkett   | 04/11/2017 | (position appointment) |

Planning and Zoning Commission (3-year terms)

|            |              |            |
|------------|--------------|------------|
| 05/14/2014 | Rob Parker   | 05/15/2017 |
| 05/14/2014 | Dean Bedwell | 05/15/2017 |

Board of Review – Landmarks & Historic District (3-year terms)

|            |               |            |
|------------|---------------|------------|
| 06/11/2014 | Chan Davidson | 05/21/2017 |
| 06/08/2014 | Trey Porter   | 05/21/2017 |

05/08/2017