

AGENDAS
**FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD
ON TUESDAY, APRIL 3, 2018 AT 2:00 P.M. AND THE REGULAR
MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY
HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE
THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.**

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 may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:
 - (1) Section 551.074 - Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act.
 - (a) Discussion of City Manager Jared Miller's performance evaluation and compensation.
- B. City Council will discuss or receive reports on the following current matters or projects.
 - (1) Review agenda items for regular meeting and attachments;
 - (2) Policy Governance Leadership discussions with Bob Schroeder;
 - (3) Discussion on Code of Ethics Policy;
 - (4) Update Eastern Street Railroad Crossing;
 - (5) Discuss Solid Waste Proposed Ordinance Amendments;
 - (6) Reports and updates from City Councilmembers serving on outside Boards:
 - Amarillo Local Government Corporation
 - Amarillo MPO Policy Committee
 - Beautification and Public Arts Board
 - Center City Board
 - Chamber of Commerce Board
 - Convention and Visitor Council
 - Environmental Task Force
 - First Responder's Excellence and Innovation Fund Board
 - Panhandle Regional Planning Commission Board
 - Panhandle Workforce Development Policy Governance Board
 - Pedestrian and Bicycle Safety Advisory Committee
 - (7) Update Canadian River Municipal Water Authority;
 - (8) Consider future Agenda items and request reports from City Manager.

REGULAR MEETING ITEMS

INVOCATION: Greg Dowell, Central Church of Christ

PROCLAMATION: "Amarillo Child Abuse Prevention and Awareness Month"

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 March 27, 2018.

B. **CONSIDER APPROVAL – AMENDMENTS TO CURRENT PHOTOGRAPHIC TRAFFIC ENFORCEMENT CONTRACT:**

(Contact: Michael Padilla, Transportation Superintendent)

This item amends the current contract to add seven (7) new camera locations these seven (7) locations have been reviewed and recommended by the Citizens Advisory Board for Photographic Traffic Enforcement, these intersections have also had an Engineering Study completed to determine if any other traffic engineering methods could be used to create a safer intersection.

- Taylor & 10th (WB)
- Grand & I-40 (NFR WB)
- Buchanan & 3rd (WB)
- Grand & I-40 (NFR SB)
- Pierce & Amarillo Blvd (SB)
- Bell & Plains (NB)
- Georgia & 26th (NB)

And to remove four (4) existing camera locations recommended by the Citizens Advisory Board for Photographic Traffic Enforcement, determined by reviewing the Engineering Study and accident rate over the last three years.

- Coulter & Elmhurst (NB) and (SB)
- Pierce & 11th (SB)
- Amarillo Blvd & Fillmore (WB)

C. **CONSIDER AWARD – POLICE DEPARTMENT BALLISTIC VESTS:**

(Contact: Trent Davis, Purchasing Agent)

This item is to consider award of the Police and Department Ballistic Vests.

D. **CONSIDER APPROVAL -- PURCHASE OF WIRELESS MOBILE COLUMN LIFTS AND JACK STANDS:**

(Contact: Chris Quigley, Assistant Transit Manager)

The Amarillo City Transit is requesting approval for the purchase of two (2) sets of heavy duty wireless mobile column lifts and 8 heavy duty jack stands. This purchase replaces our current lift system that has exceeded its useful life.

E. **AWARD – PROFESSIONAL SERVICES FOR TRAFFIC ENGINEERING:**

(Contact: Michael Padilla, Transportation Superintendent)

This item awards a contract for Professional Services for Traffic Engineering for the design, review, studies and recommendations to the City of Amarillo staff on Traffic related issues. The City of Amarillo has been without a City Traffic Engineer since October of 2015. This is a one-year contract, with options to renew.

REGULAR AGENDA

2. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7726:**

(Contact: AJ Fawver, Planning and Zoning Director)

This is a public hearing and first reading of an ordinance providing for specified changes in the adopted Comprehensive Plan of the City of Amarillo, Texas by adding the Barrio Neighborhood Plan as a component; and providing an effective date.

3. **MPEV CONSTRUCTION UPDATE**

(Contact: Jerry Danforth, Facilities & Special Project Administrator)

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 7th 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 30th day of March 2018.

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

www.amarillo.gov/granicus

Archived meetings are also available.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO



On the 27th day of March 2018, 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 MILLER
MICHELLE BONNER
MICK MCKAMIE
ANDREW FREEMAN
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
ECONOMIC DEVELOPMENT MGR.
CITY SECRETARY

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

A proclamation was presented for "National Public Health Week."

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

PUBLIC COMMENT:

Mike Fisher, 4410 Van Kriston Drive, stated he began coming to Council meetings two months ago regarding the operation of a business behind his home. He stated ordinances are not being enforced. He also inquired about the homeless issue and the need to care for others. Claudette Smith, 4410 Van Kriston Drive, stated her dismay on the Council's direction and not allowing for public comments from citizens. James Schenck, 6216 Gainsborough Street, presented a document to Council. He further presented some history of the ballpark and stated the purchase of the Coke property should have been a Type B AEDC purchase. Rusty Tomlinson, 5700 Canyon Drive, also spoke about the homeless. He stated over 90% were adults who could make their own decisions. He cited his sources on the number of beds available he had previously mentioned. He further stated there were 90 people without any shelter alternatives. Mayor Nelson inquired about the availability for shelters to increase the number of beds, if necessary. Mr. Miller stated to his knowledge no one was never turned away. Mr. Starbuck stated the shelters have the ability to increase the number of beds up to 1,000 with available cots. He further stated people are never declined because of a capacity issue. Bill Kessel, 200 South Tyler Street, stated he recently joined up with Christ Church Camp and felt safe. Nichols J. Corey, Sr., 3616 Southeast 30th Avenue, stated a movement was born on trial and error. He asked that the movement be recognized and understood. He further stated camps and shelters were not enough and the need to ban together and become one. Edie DiTommasco, 1613 Bowie, #B Street, thanked the youth on the recent March For Our Lives. She stated she objected to the phrase "or other firearms" in a recent ordinance. She asked the following firearms be excluded from the City's ordinance, AK47, AR 15 and pumpstocks. Signed up but did not show: Carolos Munoz, 2611 North Hill Street, Maura (not given), 706 South Jackson Street, Tara (not given), 1619 South Lincoln Street, and Chance Smith, 200 South Tyler Street. There were no further comments.

Mr. Miller announced the resignation of Mick McKamie, City Attorney. Mr. McKamie stated he was sad to be leaving but appreciated all the opportunity.

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 the consent agenda, seconded by Councilmember Smith.

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.

A. **MINUTES:**

Approval of the City Council minutes of the regular meeting and special meeting held on March 20, 2018.

B. **ORDINANCE NO. 7723:**

(Contact: Sherry Bailey, Senior Planner)

This is the second and final reading of an ordinance rezoning of a 2.86 acre tract of land in Section 183, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to General Retail District (GR). (Vicinity: Southwest 58th Avenue and Georgia Street.)

C. **ORDINANCE NO. 7725:**

(Contact: Kyle Schniederjan, City Engineer)

This is the second and final reading of an ordinance adopting the Amarillo Community Investment Program (CIP) FY 2017/2018-FY 2021/2022 which will guide capital investment decisions for the next five years.

D. **CONSIDER AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES WITH KIMLEY-HORN AND ASSOCIATES, INC.:**

(Contact: Kyle Schniederjan, City Engineer)

The Agreement for Engineering Services, associated with RFQ 07-16 and signed by the City Manager on October 13, 2016, is to provide professional engineering services for the design and construction of the Northwest Interceptor and Lift Station 55. The original agreement amount is \$2,499,500.00. The amendment includes work that was not originally anticipated. It consists of two additional tasks:

- Additional archaeological investigation as required by the Texas Historical Commission.
- Additional surveying associated with alignment and easement changes.

The amendment adds \$78,000.00 to the agreement, which results in a total agreement amount of \$2,577,500.00.

E. **APPROVAL -- AVIATION CLEAR ZONE EASEMENT:**

(Contact: Jeffrey English, Planner I)

Aviation Clear Zone Easement, being 3,750 feet above mean sea level above the plat of R & B Industrial Park Unit No. 9, an addition to the City of Amarillo, being an unplatted tract of land in Section 72, Block 2, AB&M Survey, Potter County, Texas.

REGULAR AGENDA

ITEM 2: Mayor Nelson presented the second and final reading of an adding a category for Shooting Ranges (Indoor) to Article IV, Division I, Section 4-10-82, Table E "Recreational and Entertainment Uses" and adding a definition for Shooting Ranges, Indoor, and providing an effective date. This item was presented by Sherry Bailey, Senior Planner. Motion was made by Councilmember Smith, seconded by Councilmember Hays, that the following captioned ordinance be passed:

ORDINANCE NO. 7724

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS AMENDING THE AMARILLO MUNICIPAL CODE AT CHAPTER 4-10, BY ADDING A CATEGORY FOR SHOOTING RANGES (INDOOR) TO ARTICLE IV, DIVISION 1, SECTION 4-10-82, TABLE E, "RECREATIONAL AND ENTERTAINMENT USES" AND A DEFINITION FOR SHOOTING RANGES, INDOOR, TO SEC. 4-10-83 NUMBERED (25)(a); PROVIDING A PENALTY; PROVIDING REPEALER CLAUSE;

PROVIDING FOR SEVERABILITY; AND PROVIDING FOR
PUBLICATION AND AN EFFECTIVE DATE.

Councilmember Hays stated she believed the interior would be one of the safest places to fire these firearms with no additional safety risk.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell and Smith; voting NO were none; Councilmember Sauer removed himself from the room and did not participate on this item; the motion carried by a 4:0 vote of the Council.

ITEM 3: AJ Fawver, Director of Planning and Zoning, presented the next steps on the Barrio Neighborhood Plan. Ms. Fawver described the processes to-date with the first Neighborhood Kickoff meeting held on March 3, 2017. The unveiling of the plan was held on February 26, 2018. On March 26, 2018, the plan was presented to the Potter County Commissioner's Court. City Council will consider approval of an ordinance at an upcoming meeting. Implementations were identified by short-term, moderate term and long-term goals. Councilmember Powell inquired when the items would be implemented. Ms. Fawver stated the implementation staff would report back and make sure items were covered and projects would be presented to Council.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

Amarillo City Council

Agenda Transmittal Memo



B

Meeting Date	4/3/18	Council Priority	Transportation, Best Practices
Department	Traffic Engineering		
Contact	Michael Padilla		

Agenda Caption

Consider Approve –Amendments to current Photographic Traffic Enforcement Contract

Agenda Item Summary

Amendments to current contract to add 7 new camera locations, these 7 locations have been reviewed and recommended by Citizens Advisory Board for Photographic Traffic Enforcement, these intersections have also had an Engineering Study completed to determine if any other Traffic Engineering methods could be used to create a safer intersection.

- Taylor & 10th (WB)
- Grand & I-40 (NFR WB)
- Buchanan & 3rd (WB)
- Grand & I-40 (NFR SB)
- Pierce & Amarillo Blvd (SB)
- Bell & Plains (NB)
- Georgia & 26th (NB)

And to remove 4 existing camera locations recommended by Citizens Advisory Board for Photographic Traffic Enforcement, determined by reviewing Engineering Study and Accident rate over the last three years.

- Coulter & Elmhurst (NB) and (SB)
- Pierce & 11th (SB)
- Amarillo Blvd & Fillmore (WB)

Requested Action

Requesting Council to consider/approve amendments to Photographic Traffic Enforcement Contract to add an additional 7 camera locations, and remove 4 existing camera locations.

Funding Summary

5 year contract renewal for 7 added intersections, the current contract is funded by paid violations; the City has no financial obligations to this contract unless it terminates the contract early.

Community Engagement Summary

Traffic Advisory Board 7/12/17 and 7/26/17
City Council 8/15/17

Amarillo City Council

Agenda Transmittal Memo



Citizens Advisory Board for Photographic Traffic Enforcement 8/22/17
City Council 3/13/18

Staff Recommendation

Staff along with Citizens Advisory Board for Photographic Traffic Enforcement recommends the approval of amendments to the current contract with ATS for Photographic Traffic Enforcement

THE STATE OF TEXAS §
§ **Fourth Amendment to Automated Red Light Program**
COUNTY OF POTTER § **Services Contract and Right-of-Way Use Contract**

This Fourth Amendment (“Fourth Amendment”) is dated effective this ____ day of _____, 2018 (“Effective Date”) and is entered into between American Traffic Solutions Inc. (“ATS”), a corporation duly registered under the laws of the State of Kansas with its principal place of business at 1330 West Southern Avenue, Tempe, Arizona 85282 and the City of Amarillo (“City”), a Home Rule Municipal Corporation of the State of Texas.

RECITALS

WHEREAS, on August 29, 2007, the City and ATS entered into an Automated Red Light Program Services Contract and Right-of-Way Use Contract for the City’s use of the Axisis System to enforce traffic violations (the “Agreement”); and

WHEREAS, on August 21, 2012, the City and ATS amended the Agreement (“First Amendment”); and

WHEREAS, on November 27, 2012, the City and ATS amended the Agreement (“Second Amendment”); and

WHEREAS, on December 21, 2012, the City and ATS amended the Agreement (“Third Amendment”); and

WHEREAS, the Agreement at Section XX, Modification, requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the City and ATS mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the Original Contract and Third Amendment, the City and ATS do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. Execution of the Fourth Amendment shall serve as the City’s Notice to Proceed for installation (7) and removal (4) of Cameras at the following approaches:

Installation:

- a) Taylor & 10th (WB);
- b) Grand & I-40 (NFR WB);
- c) Buchanan & 3rd (WB);
- d) Grand & I-40 (NFR SB);
- e) Pierce & Amarillo Blvd (SB);
- f) Bell & Plains (NB); and
- g) Georgia & 26th (NB).

Removal:

- a) Coulter & Elmhurst (NB) and (SB);
 - b) Pierce & 11th (SB); and
 - c) Amarillo Blvd & Fillmore (WB).
3. Except as expressly amended or modified by the terms of the Fourth Amendment, all terms of the Agreement, as amended, shall remain in full force and effect. In the event of a conflict between the terms of this Third Amendment and this Agreement, as amended, the terms of this Fourth Amendment shall prevail and control.
 4. The provisions of this Agreement, as amended, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.
 5. This Fourth Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.
 6. Each party represents and warrants that the representative signing the Fourth Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Fourth Amendment.
 7. By signing this Agreement, ATS verifies that the company does not boycott Israel nor will it boycott Israel during the term of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment.

CITY OF AMARILLO

By: _____
Jared Miller, City Manager Date

ATTEST:

By: _____
Frances Hibbs, City Secretary Date

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
David Roberts Date
Chief Operating Officer



5715 Canyon Dr., Amarillo, Texas 79110 | 806.356.3200 | WWW.TXDOT.GOV

February 6, 2018

Mr. Michael Padilla
Transportation Superintendent
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105

Re: Amendment to Photographic Traffic Enforcement Locations

TxDOT approved the request to amend the Exhibit "A" of the Municipal Maintenance Agreement (MMA) for the Furnishing, Installing, Operation and Maintenance of Cameras on the State Highway Right-of-way to Monitor Compliance with the Traffic Control Signals which removes 2 locations and adds the 5 locations as requested in your letter dated January 10, 2018.

In accordance with the MMA, please have the City Manager initial the enclosed Exhibit "A" which has already been initialed by TxDOT and return one copy to this office.

Sincerely,

Brian P. Crawford, P.E.
Amarillo District Engineer

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

BPC

EXHIBIT "A"

The following intersection approaches within the City of Amarillo and involving State highways are included in this agreement:

Installed May 2008

- Southbound Pierce Street at S.E. 3rd Avenue (removed October 2013).
- Southbound Pierce Street at S.E. 11th Avenue (to be removed June 2018).
- Northbound Ross Street at E I-40 south frontal road.
- Westbound I-40 north frontal road at Coulter Street.

Installed October 2013

- Southbound Taylor Street at S.E. 10th Avenue
- Northbound Business I-40 (Amarillo Blvd.) at Tascosa Road
- Westbound Business I-40 (Amarillo Blvd.) at Fillmore Street (to be removed June 2018)
- Westbound Business I-40 (Amarillo Blvd.) at Pierce Street

Installed June 2018

- Westbound Taylor Street at S.E. 10th Avenue.
- Westbound I-40 north frontal road at Grand Street.
- Westbound Buchanan Street at S.E. 3rd Avenue.
- Southbound I-40 north frontal road at Grand Street.
- Southbound Business I-40 (Amarillo Blvd.) at Pierce Street

C



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	4/3/2018	Council Priority	Fiscal Responsibility
Department	Purchasing		
Contact	Trent Davis Purchasing Agent		

Agenda Caption

CONSIDER AWARD – Bid #6016 Police Department Ballistic Vests

Nardis - \$51,375.00

Agenda Item Summary

Bid #6016

This item is to consider award of the Police and Department Ballistic Vests

Requested Action

Consider approval of the award to Nardis - \$51,375.00

Funding Summary

Funding is available in inventory account 1000.15360.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of award

Bid No. 6016 PURCHASE OF BALLISTIC VEST FOR POLICE DEPARTMENT S/A
Opened 4:00 p.m. April 1, 2018

To be awarded as one lot

NARDIS PUBLIC SAFETY

TRU TACTICAL

Line 1 Ballistic vest w/2 carriers, per
specifications

75 ea

Unit Price

\$685.000

\$1,300.000

Extended Price

51,375.00

97,500.00

Bid Total

51,375.00

97,500.00

Award by Vendor

51,375.00

D



Amarillo City Council

Agenda Transmittal Memo



Meeting Date		Council Priority	Transportation Systems
Department	Amarillo City Transit		
Contact	Marita Wellage-Reiley, Transit Director		

Agenda Caption
CONSIDER APPROVAL FOR THE PURCHASE OF WIRELESS MOBILE COLUMN LIFTS AND JACK STANDS

Agenda Item Summary
Amarillo City Transit is requesting approval for the purchase of 2 sets of heavy duty wireless mobile column lifts and 8 heavy duty jack stands. This purchase replaces our current lift system that has exceeded its useful life.

Requested Action
Request approval to award Stertil-Koni through the Texas Smart Buy in the amount of \$77,900.00. The Smart Buy Contract will allow Transit the opportunity to purchase a quality lift system at an economical cost. Received quotes from 2 vendors Snap-on and Stertil-Koni regarding heavy duty wireless style lifts Transit wanted to purchase.
These new lifts and stands will replace the current system which has reached its useful life. Transit utilizes lifts to make repairs in the air safely that could not be done otherwise. By introducing wireless lifts to the system it will better fall in line with best safety practices of providing employees with a safer work environment as well as long term cost savings.

Funding Summary
Funding will come through Grant TXDOT 5339-U-2016-AMARILLO. The Grant was established for the purpose of bus wash and shop improvements.

Community Engagement Summary
Not Applicable to this project

Staff Recommendation
Staff recommends award to Stertil-Koni in the amount of \$77,900.00

Bid No. 6051 STERTIL-KONI HEAVY DUTY MOBILE COLUMN LIFTS
Opened 4:00 p.m: March 12, 2018

To be awarded as one lot

STERTIL-KONI USA INC

Line 1 Lifts, 4 post, truck, electric
hydraulic, per specifications

2 ea

Unit Price

\$36,450.000

Extended Price

72,900.00

Line 2 Jack stands and parts , per
specifications

8 ea

Unit Price

\$625.000

Extended Price

5,000.00

Bid Total

77,900.00

Award by Vendor

77,900.00

Amarillo City Council

Agenda Transmittal Memo



E

Meeting Date	4/3/18	Council Priority	Transportation, Best Practices
Department	Traffic Engineering		
Contact	Michael Padilla		

Agenda Caption

AWARD –PROFESSIONAL SERVICES FOR TRAFFIC ENGINEERING

Agenda Item Summary

Award of contract for Professional Services for Traffic Engineering for the design, review, studies and recommendations to the City of Amarillo staff on Traffic related issues. The City of Amarillo has been without a City Traffic Engineer since October of 2015. This is a one year contract, with options to renew.

Requested Action

Consider, approval and award of Professional Services for Traffic Engineer contract to Kimley Horn

Funding Summary

The Traffic Engineering Professional Services will be funded through Traffic Engineering Professional Services (1731.62000) in the annual budget. This contract will be used for design, review, studies and recommendations to the City of Amarillo staff on Traffic related issues, with predetermined costs for each item in the contract not to exceed \$80,000 per budget year.

Community Engagement Summary

The professional services contract has a minimal impact on the community.

Staff Recommendation

Traffic Engineering staff recommends the approval and award of the contract with Kimley Horn Professional Services for Traffic Engineering

**STANDARD MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 2018, by and between the City of Amarillo ("the Client"), a Texas home rule municipal corporation, and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant"), a North Carolina Corporation. This Agreement sets forth the terms whereby Kimley-Horn, or an affiliated company, will provide professional services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

AGREEMENT

(1) **Scope of Services and Additional Services.** The Consultant will perform only services set forth in IPO's ("the Services"), which shall be incorporated by reference into this Agreement for all purposes. If requested by the Client in writing and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any agreed Additional Services, an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses, including telecommunications, in-house reproductions, postage, supplies, project related computer times, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities in this Agreement or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all Client standards of development, design, or construction.

(c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, and environmental information, etc., all of which the Consultant may rely upon.

(d) Provide for access to the project site and other property as required for the Consultant to provide its services.

(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.

(f) Furnish approvals and permits for all government authorities having jurisdiction over the

Project and such approvals and consents from others as may be necessary.

(g) Obtain any independent accounting, legal, insurance cost estimating, and feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.

(3) Period of Services. This Agreement and the rates of compensation in IPO's are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. All IPO's executed and incorporated by reference shall contain the term or time period indicated in that written agreement. The times for performance shall be extended in written agreement as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.

(4) Compensation for Services. The Consultant's compensation shall be stated in the IPO, which is hereby incorporated by reference, plus an amount to cover certain direct expenses, including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost. If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Additional Services undertaken or expenses incurred by the Consultant shall be authorized by Client in writing. At no time shall the total contract compensation services exceed Eighty Thousand and No/100 Dollars (\$80,000.00) annually without written approval from the Client.

(5) Method of Payment.

(a) The amounts owed shall be invoiced to the Client monthly as work is performed. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.

(b) This Agreement is annual and expires one year from the execution date. Additionally, the Client may terminate this Agreement by providing written notice to Consultant at least thirty (30) days prior to the effective date of termination as provided in such notice. In the event this Agreement is so

terminated, the Client shall pay Consultant only for services actually performed by Consultant up to and including the date the Consultant is deemed to have received the Client's notice of termination.

(c) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of the Project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited the costs of construction and materials, are made solely based on the Consultant's best judgment as a professional generally familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client upon written request.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty days' written notice for the

convenience of the terminating party. The Consultant will be paid for all services rendered to the effective date of termination and all expenses subject to reimbursement.

(9) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. Client shall not be responsible for discovering deficiencies or defects in the performance of the Consultant's Services. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DOCUMENTS PRODUCED PURSUANT TO THIS AGREEMENT. Further, Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Consultant and Consultant's employees or its approved subcontractors will not be considered, for any purpose, employees or agents of the Client within the meaning or the application of any federal, state, or local law or regulation, including without limitation, laws, rules, or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

(10) LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE CONSULTANT, THE RISKS HAVE BEEN ALLOCATED SUCH THAT TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THE TOTAL LIABILITY IN THE AGGREGATE OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THE CONSULTANT'S SUBCONSULTANTS, AND ANY OF THEM, TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, INCLUDING CLIENT'S ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, INCLUDING ATTORNEY'S FEES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THE CONSULTANT'S SUBCONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THE IPO IN QUESTION OR \$500,000,-WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR AN ADDITIONAL FEE. THIS SECTION 10 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 10 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT. THE LIABILITY PROVIDED HEREIN

SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

(11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages, including but not limited to, loss of income or lost profits.

(12) Insurance. (a) Consultant shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to Client, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein.

Consultant shall obtain and maintain in full force and effect during the Agreement's term, commercial general liability, professional liability and automobile liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>Commercial General Liability:</u>	
Combined Single Limit:	\$1,000,000.00
<u>Professional Liability:</u>	
Combined Single Limit:	\$ 500,000.00 per occurrence
	\$1,000,000.00 annual aggregate
<u>Automobile Liability:</u>	
Combined Single Limit for any automobile:	\$500,000.00 per occurrence

The Client shall be listed as a primary additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. Consultant shall provide a Certificate of Insurance to the Client as evidence of coverage. The Certificate shall provide thirty (30) days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate.

(b) Consultant shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Consultant shall maintain said coverage through the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Consultant maintains such coverage. The Consultant may obtain Occupational Accident and Disability Insurance in lieu of workers' compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Amarillo.

(c) If any time during the life of the Agreement or any extension hereof, Consultant fails to maintain the required insurance in full force and effect, Consultant shall be in breach hereof and all work

under the Agreement shall be discontinued immediately.

(13) Construction Costs. Consultant's opinions of probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Costs will not vary from opinions of probable Construction Cost prepared by Consultant.

(14) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(15) Dispute Resolution. (a) The parties shall endeavor to resolve their disputes by non-binding mediation prior to exercising any other rights under the law, unless the parties agree otherwise. Both parties agree to act with due diligence and in good faith by submitting to non-binding mediation. A request for non-binding mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the non-binding mediation. If such non-binding mediation fails to resolve the parties' differences, then any party may proceed and file a claim in a court of competent jurisdiction in accordance with law.

(b) The parties further agree to be subject to non-binding mediation as a condition precedent to filing a Claim in a court of competent jurisdiction. By submitting to non-binding mediation, both parties agree to act with due diligence and in good faith.

(16) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(17) Construction Phase Services.

(a) Consultant will provide on-site construction observation services during the construction phase only if provided for in an IPO with the specifics of each engagement to be set forth therein and

incorporated herein. Upon such services being requested, Consultant will make visits at intervals as directed by the Client in a written IPO. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Project based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Project.

(b) The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Project will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Project. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement or the IPO incorporated herein. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods unless expressly stated in the IPO incorporated herein. The contractor further shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents, and the Client and the Consultant shall be made additional insured's under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries; Assignment. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in this Agreement.

(18) Confidentiality. The Client hereby consents to the use and dissemination by the

Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions.

(a) Controlling law and venue. This Agreement is to be governed by the law of the State of Texas. Venue for any legal proceeding regarding this Agreement shall be in Potter County, Texas.

(b) Entire Agreement. This Agreement and each executed IPO, incorporated herein by reference, contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral.

(c) Written Amendments. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the Client.

(d) Severability. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof.

(e) Waiver. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(20) INDEMNIFICATION. CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS THE CLIENT AND CLIENT'S ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL. THE CONSULTANT SHALL REIMBURE THE CLIENT'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY.

The parties have made and executed this Agreement as of the day and year first above written.

CITY OF AMARILLO, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

ITS: _____

ATTEST: _____

ITS: _____

ATTEST: _____

INDIVIDUAL PROJECT ORDER NUMBER _____

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Amarillo, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated _____, which is incorporated herein by reference.

Identification of Project:_____

Specific scope of basic Services:_____

Additional Services if required:_____

Schedule:_____

Deliverables:_____

Terms of compensation:_____

Other special terms of Individual Project Order:_____

ACCEPTED:

CITY OF AMARILLO, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY:_____

BY:_____

TITLE:_____

TITLE:_____

DATE:_____

DATE:_____



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	4/3/2018	Council Priority	Community Counts Address Disadvantaged Areas Community Appearance Economic Development Civic Pride
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Department	Planning Department
Contact	AJ Fawver, Planning Director

Agenda Caption

ORDINANCE NO.____:

First reading and public hearing on an ordinance providing for specified changes in the adopted Comprehensive Plan of the City of Amarillo, Texas by adding the Barrio Neighborhood Plan as a component; and providing an effective date.

Agenda Item Summary

The Barrio is the second neighborhood area examined as part of the overall “Community Counts” City of Amarillo initiative. This neighborhood plan process began with the kick-off neighborhood meeting in March of 2017, and continued with a total of 6 Neighborhood Advisory Committee meetings and 3 neighborhood meetings, ending in February of 2018. The plan includes five major sections that: (1) summarize the public engagement effort from start to finish; (2) examine the existing conditions of the area utilizing data and mapping, (3) assess priorities, goals, and strategies, (4) lay out guiding principles for land use decisions moving forward – consistent with the North Heights Plan, and (3) outline an implementation plan for accomplishing the actions necessary for addressing those priorities, goals, and strategies.

Six key priority areas were identified by the neighborhood: (1) Infrastructure; (2) Residential Development & Maintenance; (3) Non-Residential Development & Maintenance; (4) Neighborhood Identity & Amenities; (5) Neighborhood Health; and, (6) Neighborhood Safety. Upon adoption, this neighborhood plan will become a component of the Amarillo Comprehensive Plan, and will serve to:

- Guide orderly growth through land use and development ordinances.
- Guide decisions regarding services and as a tool for policymaking.
- Evaluate potential policies and land use decisions.
- Serve as a basis for prospective public-private partnerships.
- A starting point for infrastructure and mobility projects.

Amarillo City Council

Agenda Transmittal Memo



Requested Action

Adoption of the North Heights Neighborhood Plan as a component of the Amarillo Comprehensive Plan.

Funding Summary

Funding for this plan was provided by a partnership between the City of Amarillo and Potter County.

Community Engagement Summary

A total of three neighborhood meetings and a total of six advisory committee meetings were held over the course of this plan formulation. The draft plan was put on the city's website (<http://amarillo.gov/home/showdocument?id=11962>) for review and public comment, as were excerpts of the implementation section, as an overview.

Staff Recommendation

Staff recommends approval of the plan, as presented.

Amarillo City Council

Agenda Transmittal Memo



Community Engagement Summary

The North Heights Neighborhood was invited to four different neighborhood workshops on February 11th, April 14th, October 27th, and November 21st. The North Heights Advisory Committee held 12 meetings from February to November. The draft plan was presented to the neighborhood in November, the Planning & Zoning Commission in December, and the Potter County Commissioners in December.

Both the P&Z and the County Commissioners unanimously recommended approval of this plan.

City Manager Recommendation

Planning and Legal Staff have reviewed the associated ordinance and recommend the City Council approve the item as submitted.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS:
PROVIDING FOR SPECIFIED CHANGES IN THE
ADOPTED COMPREHENSIVE PLAN OF THE CITY OF
AMARILLO, TEXAS BY ADDING THE BARRIO
NEIGHBORHOOD PLAN AS A COMPONENT; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Local Government Code Title 7, Subtitle A, Chapter 213 permits the governing body of a municipality to adopt a comprehensive plan for the long-range development of a municipality; and,

WHEREAS, the City Council adopted the “Amarillo Comprehensive Plan” on October 12, 2010; and,

WHEREAS, the Barrio Neighborhood Plan is appropriate for adoption as an amendment to the Amarillo Comprehensive Plan; and,

WHEREAS, under the provisions of Chapter 213 of the Texas Local Government Code, the city may amend a comprehensive plan by ordinance following a hearing at which the public is given the opportunity to give testimony and present written evidence and after review by the municipality's planning commission; and,

WHEREAS, the Planning and Zoning Commission held a public hearing on to March 12, 2018, to discuss the proposed aforementioned amendment, and voted unanimously to recommend approval of this amendment to the City Council; and,

WHEREAS, the City Council has considered the final recommendation of the Planning and Zoning Commission and report of the Planning Department, and has held public hearings on such amendment, all as required by law;

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

SECTION 1. FINDINGS OF FACT. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

SECTION 2. FUTURE APPLICATION. The City Council directs the City Manager to process rezoning applications in a matter consistent with the adopted plan. Furthermore, the City Manager shall include identified implementation projects in consideration of the annual capital improvement plan funding schedule, and work to identify other possible funding strategies.

SECTION 3. CONFLICTS. The specific provisions of the North Heights Neighborhood Plan shall take precedence over any conflicting general provisions in the Amarillo Comprehensive Plan.

SECTION 4. INVALIDITY. In the event this ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning is authorized to make corrections and minor changes to the site plan or development documents to the extent that such does not materially alter the nature, scope, or intent of the approval granted by this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 27th day of March, 2018 and PASSED on Second and Final Reading on this the 3rd day of April, 2018.

ATTEST:

Ginger Nelson, Mayor

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney