Regular Meeting via Video Conference:

Pampa City Commission
June 8, 2020
4:00 p.m.

City of Pampa
201 W. Kingsmill St.
P.O. Box 2499
Pampa, Texas 79066-2499
Phone: 806-669-5750
Fax: 806-669-5767
CITY OF PAMPA
CITY COMMISSION AGENDA
REGULAR MEETING

Gary Winton, Commissioner Ward 1          Brad Pingel, Mayor          Shane Stokes, City Manager
Matt Rains, Commissioner Ward 2          Karen Price, City Secretary          Bryan J. Guymon, City Attorney
Jimmy Keough, Commissioner Ward 3
Karen McLain, Commissioner Ward 4

NOTICE IS HEREBY GIVEN IN ACCORDANCE WITH AN ORDER FROM THE OFFICE OF THE GOVERNOR ISSUED ON MARCH 16, 2020, A REGULAR MEETING OF THE PAMPA CITY COMMISSION WILL BE HELD ON MONDAY, JUNE 8, 2020 AT 4:00 P.M. BY VIDEO CONFERENCE IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS ALSO CALLED “SOCIAL DISTANCING” TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19). THERE WILL BE NO PUBLIC ACCESS TO THE MEETING DESCRIBED ABOVE.

This Notice and Meeting Agenda and Agenda Packet are posted online at www.cityofpampa.org/meetings

Meeting can be viewed live at https://www.youtube.com/channel/UCxCVOzZwxTpcGkYS7U7jNag.

The public will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting by contacting the City Secretary at 806-669-5750 no later than 3:30 p.m. on Monday, June 8, 2020 to get instructions.

The City Commission may take up items out of the order as shown on any Agenda Item. The City Commission reserves the right to discuss all or part of any item in an Executive Session at any time during a meeting, as necessary and allowed by Title 5, Chapter 551, of the Texas Government Code. Votes or final decisions are made only in open Regular or Special meetings, not in an Executive Session.

CALL TO ORDER

INVOCATION

PUBLIC COMMENTS:
Citizens who have signed a card to speak to the City Commission will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, Commission Members and City Staff are prevented from discussing the subject and may respond only with statements of factual information or existing City policy. Citizens are limited to three (3) minutes for their presentation to the City Commission.

UPDATE:

• 2020 Seal Coat Project – Gary Turley, Director Public Works

AUTHORIZATIONS BY CITY COMMISSION:

1. Consider approving the minutes of the May 26, 2020 Regular Commission Meeting as presented.

2. Excuse the absence of Commissioner Karen McLain from the May 26, 2020 Regular Commission Meeting.
3. Consider and act on adopting Resolution No. R20-016, a Resolution by the City Commission adopting GA-26 and extending to July 13, 2020 the Declaration of Local Disaster.

4. Consider and act on approving an Agreement between the City of Pampa and Top of Texas Motorcycle Training, LLC., for use of premises at 12065 E. Frederic, Pampa, Texas, commonly known as Recreation Park for operation of the Motorcycle Safety Foundation Basic Rider Training Courses 1, 2 and 3, and authorize the City Manager to execute said Agreement.

5. Consider and act on awarding a bid to Rogelio Villarreal in the amount of $300.00 for delinquent tax property located at Lot 8, Block 8, Southside Addition, commonly known as 305 S. Gray.

ADJOURN

CERTIFICATION

I certify that the above Agenda was posted on the outside officially designated bulletin board in front of City Hall, facing Kingsmill Street, a place convenient and readily accessible to the general public at all times and said Agenda was posted on FRIDAY, JUNE 5, 2020 BEFORE 4:00 P.M. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Karen L. Price, City Secretary

ASSESSIBILITY STATEMENT

In compliance with the Americans with Disabilities Act, the City of Pampa will provide for reasonable accommodations for persons attending City Commission meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Karen Price, City Secretary, at 669-5750. City Hall is wheelchair accessible. Entry is on the West side of the building.

AGENDA REMOVAL NOTICE

This public notice was removed from the official designated bulletin board at 201 W. Kingsmill Street, Pampa, Texas, City Hall on the following date and time:

Date: ____________________________ Time: ____________________________

By: ____________________________
UPDATE

MEETING DATE: June 8, 2020

DESCRIPTION Update on 2020 Seal Coat Project

STAFF CONTACT: Gary Turley, Director Public Works

FINANCIAL IMPACT: Estimated Cost - $428,355.68

SOURCE OF FUNDS: Tax Anticipation Notes

BACKGROUND/ADDITIONAL INFORMATION: Updated Seal Coat List
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<tr>
<th>Street Name</th>
<th>Beginning</th>
<th>Ending</th>
<th>Length, +/- (ft)</th>
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<tr>
<td>17th</td>
<td>W side Duncan</td>
<td>E side Hamilton</td>
<td>1,957.0</td>
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<tr>
<td>Duncan</td>
<td>S side Harvester</td>
<td>S side 23rd</td>
<td>4,520.0</td>
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<td>Kentucky</td>
<td>W side Hobart</td>
<td>E side Price</td>
<td>5,202.0</td>
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<td>S side Kingsmill</td>
<td>N side Francis</td>
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<td>E side of Hamilton</td>
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<td>Rham</td>
<td>W side Hobart</td>
<td>E of S Wells</td>
<td>1,650.0</td>
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<td>Buckler</td>
<td>W side Hobart</td>
<td>W side Faulkner</td>
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<td>Faulkner</td>
<td>N side Buckler</td>
<td>N side Alcock</td>
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<td>Rec park softball parking</td>
<td>W side Perryton Pkwy</td>
<td>Charles</td>
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<td>S side Cinderella</td>
<td>N side of 23rd</td>
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Revised total distance of street
Added to the project after final price
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Total miles
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<td>SOURCE OF FUNDS:</td>
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<td>START/COMPLETION SCHEDULE:</td>
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<tr>
<td>RECOMMENDED ACTION:</td>
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<tr>
<td>BACKGROUND/ADDITIONAL INFORMATION:</td>
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MINUTES OF THE
CITY COMMISSION OF THE CITY OF PAMPA, TEXAS
REGULAR MEETING
TUESDAY, MAY 26, 2020

THIS MEETING WAS CONDUCTED VIRTUALLY USING
ZOOM VIDEO CONFERENCING SOFTWARE

CALL TO ORDER: Mayor Brad Pingel at 4:00 p.m.

PRESENT: Brad Pingel Mayor
          Gary Winton Commissioner
          Matt Rains Commissioner
          Jimmy Keough Commissioner

ABSENT: Karen McLain Commissioner

STAFF: Shane Stokes City Manager
       Bryan Guymon City Attorney
       Karen Price City Secretary
       Robin Bailey Finance Director
       Gary Turley Director Public Works
       Dustin Miller Community Services Director
       Lance Richburg Chief of Police
       Greg Lee Fire Chief
       Kevin Webb IT Administrator
       Theresa Daniels Asst. Finance Director
       Wes Schaffer Emergency Mgt. Coordinator
       Cary Rushing Asst. Public Works Director

VISITORS: None

NEWS MEDIA: None

INVOCATION: Brad Pingel Mayor

CITIZEN TO BE HEARD: NONE

AUTHORIZATIONS BY CITY COMMISSION:

20-052

1. Consider approving the minutes of the May 11, 2020 Regular Commission Meeting as presented.

A motion was made by Commissioner Rains and Seconded by Commissioner Winton to approve the minutes of the May 11, 2020 Regular Commission Meeting as presented, with each Commission Member voting AYE, the motion carried.

20-053

2. Excuse the absence of Commissioner Karen McLain from the May 11, 2020 Regular Commission Meeting.

A motion was made by Commissioner Winton and Seconded by Commissioner Keough to excuse the absence of Commissioner Karen McLain from the May 11, 2020 Regular Commission Meeting, with each Commission Member voting AYE, the motion carried.
Shane Stokes, City Manager gave the Commission a re-cap on the City of Pampa’s Re-opening Strategy.

**June 1st** – City Hall and Library will re-open. Hours of Operation Monday through Friday, 8:00 a.m. to 4:00 p.m. Closing an hour early will allow Custodian Staff to start disinfecting the entire building before the next business day.

**June 1st** – Animal Shelter will re-open. Operating with normal business hours.

**June 15th** – M. K. Brown Auditorium and The Armory will re-open for public use with 25% occupancy per the size of the room.

**June 15th** – Golf Course will resume Tournaments with 50% occupancy in the Pro Shop all events held will allow for social distancing requirements. Single rider golf carts will continue to be in effect.

**June 15th** – Adult Recreation Sport Leagues will resume.

Shane informed the Commission that Governor Abbott announced in his Press Conference today that Water Parks could open as soon as May 29, 2020 at 25% capacity. Shane told the Commission it would take the City 3 to 4 weeks to get the Water Park ready for opening. Commission Members unanimously decided that the Water Park should open this summer for as long as possible. Shane told the Commission that staff would formulate a plan and keep the Commission informed.

**July 4th** – Fireworks Show will take place as usual with possible modification such as citizens remaining in their cars during the show.

Shane wanted to thank the COVID-19 Task Force members publicly. The members of the Task Force were:

- Brad Pingel, Mayor
- Chris Porter, County Judge
- Dr. Tanya Larkin, Pampa ISD Superintendent
- Dr. Kevin Sieck, Gray County Local Health Authority
- Edwin Leon, CEO Pampa Regional Medical Center
- Wes Schaffer, Emergency Management Coordinator
- Dustin Miller, Public Information Officer for the City of Pampa
- Shane Stokes, City Manager

He also thanked all the Commission Members for their total support throughout the Pandemic. He thanks staff for their total commitment to serving the citizens of Pampa during this Pandemic. Some of which never had a day off nor did they complain about the number of hours, how late or how early they had to work.

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20-054

3. Consider and act on adopting Resolution No. R20-014, a Resolution by the City Commission amending and extending to June 8, 2020 the Declaration of Local Disaster (Regarding COVID-19), Safely Opening Pampa – Business and Activity Expansion.

**RESOLUTION NO. R20-014**

**CITY OF PAMPA, TEXAS**

**DECLARATION OF LOCAL DISASTER**

**SAFELY OPENING PAMPA – BUSINESS AND ACTIVITY EXPANSION**

A motion was made by Commissioner Keough and Seconded by Commissioner Rains to adopt Resolution No. R20-014, a Resolution by the City Commission amending and extending to June 8, 2020 the Declaration of Local Disaster (Regarding COVID-19), Safely Opening Pampa – Business and Activity Expansion, with each Commission Member voting AYE, the motion carried.
4. Consider and act on adopting Resolution No. R20-015, a Resolution by the City Commission authorizing the filing of a grant application with the Texas Division of Emergency Management for the Coronavirus Relief Fund and authorizing the Mayor and/or City Manager to act on behalf of the City of Pampa in all matters related to the application.

RESOLUTION NO. R20-015

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT FOR THE CORONAVIRUS RELIEF FUND PROGRAM; AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO ACT ON BEHALF OF THE CITY OF PAMPA IN ALL MATTERS RELATED TO THE APPLICATION; AND AGREEING TO COMPLY WITH THE TERMS AND CONDITIONS OF THE GRANT IF AWARDED.

A motion was made by Commissioner Winton and Seconded by Commissioner Rains to adopt Resolution No. R20-015, a Resolution by the City Commission authorizing the filing of a grant application with the Texas Division of Emergency Management for the Coronavirus Relief Fund and authorizing the Mayor and/or City Manager to act on behalf of the City of Pampa in all matters related to the application, with each Commission Member voting AYE, the motion carried.

20-056

5. Consider and act on adopting on second and final reading of Ordinance No. 1733, an Ordinance by the City Commission amending the revenues and appropriations for the support of the City of Pampa for the fiscal year beginning October 1, 2019 ending September 30, 2020.

ORDINANCE NO. 1733

AN ORDINANCE AMENDING THE REVENUES AND APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF PAMPA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 ENDING SEPTEMBER 30, 2020. THIS AMENDMENT PROVIDES FOR AN INCREASE IN REVENUE AND APPROPRIATIONS FOR LAW ENFORCEMENT ACTIVITY AND RELATED EXPENDITURE, A DONATION TO THE LIBRARY AND RELATED EXPENDITURE, INCREASE IN TONNAGE REVENUE AND FEES, CHANGES TO BUDGET RELATED TO CHANGES IN GOLF COURSE OPERATIONS, INCREASE IN PARK IMPROVEMENTS, UNBUDGETED WARRANTY COST ON DISPATCH EQUIPMENT, BUILDING IMPROVEMENTS, PURCHASE OF DOZER, AND INCREASE IN COST OF SCRAPER.

A motion was made by Commissioner Rains and Seconded by Commissioner Keough to adopt on second and final reading Ordinance No. 1733, an Ordinance by the City Commission amending the revenues and appropriations for the support of the City of Pampa for the fiscal year beginning October 1, 2019 ending September 30, 2020. This amendment provides for an increase in revenue and appropriations for law enforcement activity and related expenditures, a donation to the Library and related expenditure, increase in tonnage revenue and fees, changes to budget related to changes in golf course operations, increase in park improvements, unbudgeted warranty cost on dispatch equipment, building improvements, purchase of dozer and increase in cost of scraper, with each Commission Member voting AYE, the motion carried.
6. Consider and act on awarding a bid for the City Hall Window and Door Replacement Project to Royal Glass of Amarillo, LTD., the lowest responsive bidder in the amount of $364,925.00 for Phase 1 City Hall Windows and $91,000.00 for Phase 2 City Hall Doors.

A motion was made by Commissioner Rains and Seconded by Commissioner Winton to award the City Hall Window and Door Replacement Project Bid to Royal Glass of Amarillo, LTD., the lowest responsive bidder in the amount of $364,925.00 for Phase 1 City Hall Windows and $91,000.00 for Phase 2 City Hall Doors, with each Commission Member voting AYE, the motion carried.

7. Consider and act on awarding a bid for the Mowing and Maintenance of Select City Parks and Facilities for the 2020-2021 calendar years to Verde Landscape Companies, Inc. in the total amount of $35,468.40 annually, the lowest responsive bidder and authorize the City Manager to execute Agreement with the successful bidder.

A motion was made by Commissioner Keough and Seconded by Commissioner Rains to award the Mowing and Maintenance of Select City Parks and Facilities 2020-2021 Bid to Verde Landscape Companies, Inc., the lowest responsive bidder in the total amount of $35,468.00.40 annually and authorize the City Manager to execute an Agreement with the successful bidder, with each Commission Member voting AYE, the motion carried.

8. Consider and act on approving an Interlocal 911 Dispatch Services Agreement between the City of Pampa and Gray County, Texas for Emergency Dispatch Services for both the City and County within the authorized jurisdiction of each and authorize the Mayor to execute said Agreement.

A motion was made by Commissioner Winton and Seconded by Commissioner Keough to approve an Interlocal 911 Dispatch Services Agreement between the City of Pampa and Gray County, Texas for Emergency Dispatch Services for both the City and County within the authorized jurisdiction of each and authorize the Mayor to execute said Agreement, with each Commission Member voting AYE, the motion carried.


A motion was made by Commissioner Keough and Seconded by Commissioner Rains to approve the List of Disbursements dated April 2020, with total Disbursements being $1,475,720.56 and the amount after balance sheet and income accounts being $647,156.69, with each Commission Member voting AYE, the motion carried.

ADJOURNED:

There being no further business on the Agenda, the meeting was adjourned at 4:45 p.m. by Mayor Brad Pingel.

Karen L. Price, City Secretary Brad Pingel, Mayor
AGENDA ITEM: 2

ITEM/PROJECT: COMMISSION ABSENCE

MEETING DATE: June 8, 2020

DESCRIPTION: Excuse the absence of Commissioner Karen McLain from the May 26, 2020 Regular Commission Meeting.

STAFF CONTACT: Commission Members
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<tr>
<td>DESCRIPTION</td>
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</table>
| STAFF CONTACT: | Shane Stokes, City Manager  
|               | Bryan Guymon, City Attorney |
| FINANCIAL IMPACT: | N/A |
| SOURCE OF FUNDS: | N/A |
| START/COMPLETION SCHEDULE: | Resolution will be effective after Commission adopts. |
| RECOMMENDED ACTION: | Staff recommends Commission adopt Resolution No. R20-016, a Resolution adopting GA-26 and extending the Declaration of Local Disaster until July 13, 2020. |
| BACKGROUND/ADDITIONAL INFORMATION: | Copy of Resolution No. R20-016 and GA-26 attached. |
RESOLUTION NO. R20-016

ADOPTING GA-26 AND
EXTENDING DECLARATION OF LOCAL DISASTER

WHEREAS, a novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, COVID-19 continues to spread and to pose an increasing, imminent threat of disaster throughout City of Pampa and beyond; and

WHEREAS, on March 17, 2020, the Mayor of the City of Pampa, Brad Pingel, declared a local state of disaster for public health emergency pursuant to Section 418.108(a) of the Texas Government Code, based upon the need for extraordinary measures to contain COVID-19 and to prevent its spread throughout the City of Pampa with such declaration being extended by Resolutions of the City Commission of the City of Pampa; and

WHEREAS, on May 12, 2020, the Governor of the State of Texas renewed his statewide disaster proclamation for an additional thirty (30) days, certifying that COVID-19 poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, COVID-19 continues to spread and pose an imminent threat of widespread or severe illness, injury, or loss of life requiring emergency action and represents a public health disaster according to the Texas Department of State Health Services; and

WHEREAS, the United States President Donald J. Trump and the Centers for Disease Control and Prevention (CDC) have issued guidelines for Opening Up America Again providing guidance on safely opening up American business and society that continues to emphasize minimizing travel, maximizing social distancing and avoiding socializing in large groups; and

WHEREAS, on May 18, 2020, the Governor of the State of Texas issued Executive Order GA-23, effective until 11:59 p.m. on June 3rd, superseding Executive Order GA-21, expanding the reopening of businesses and services throughout most of Texas; and

WHEREAS, on June 3, 2020, the Governor of the State of Texas issued Executive Order GA-26 superseding Executive Order GA-23, expanding into Phase III the reopening of businesses and services throughout the State of Texas; and

WHEREAS, the Declaration of Local Disaster extended in the latest Resolution of the City Commission is set to expire at 11:59 p.m. on June 8, 2020; and

WHEREAS, it is critical for the City of Pampa to continue to take steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of the citizens of Pampa and the surrounding area; and

WHEREAS, COVID-19 continues to spread and to pose an increasing, imminent public health and safety threat throughout City of Pampa and beyond and pursuant to Section 418.108(b) of the Texas Government Code, the City Commission of the City of Pampa believes it to be proper and in the best interest of the public health, safety and welfare to renew and extend the Declaration of Local Disaster for Public Health Emergency and any subsequent issued orders that have not been rescinded as of the date of this resolution:
NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COMMISSION
OF THE CITY OF PAMPA, TEXAS, THAT:

SECTION 1. The recitals set forth above are true and correct and are incorporated as if
fully set forth herein.

SECTION 2. All terms and conditions of the Governor’s Executive Order GA-26 is hereby
adopted by reference and is incorporated herein as though set forth fully herein. Additionally, the guidelines and recommendations provided by the Governor in conjunction
with issuing Executive Order GA-26, are also adopted, to the extent it does not conflict with
this Resolution, and all businesses, religious institutions and citizens are encouraged to
review and follow said guidelines. A copy of Executive Order GA-26 is attached hereto and
incorporated herein as though set forth fully herein.

SECTION 3. The Declaration of Local Disaster for public health emergency for the City of
Pampa, which was signed and executed by the Mayor on March 17, 2020, in accordance with
section 418.108 of the Texas Government Code, as previously renewed and extended by the
Mayor and City Commission, shall be renewed and continued through July 13, 2020, unless
renewed, extended, amended or cancelled by the Mayor or City Commission of the City of
Pampa.

SECTION 5. Pursuant to §418.108(c) of the Texas Government Code, this Resolution shall be
given prompt and general publicity and shall be filed promptly with the City Secretary of the
City of Pampa.

SECTION 6. This resolution, pursuant to applicable provisions of Texas Government Code
Chapter 418 and Texas Health and Safety Code § 122.005, authorizes the Mayor to take any
actions necessary to promote health and suppress the COVID-19 virus, including the quarantine
of persons and occupied structures, examining and regulating hospitals, regulating ingress and
egress from the City, regulating ingress and egress to occupied structures, establishment of
quarantine stations, emergency hospitals and other hospitals, enforcing applicable orders issued
by the Gray County Judge, the Governor of the State of Texas or the Texas Department of State
Health Services related to suppressing the COVID-19 virus, activating the emergency
management plan for the City of Pampa in conjunction with Gray County and insuring
compliance of such actions.

SECTION 7. To the extent permitted by law, any local ordinance or administrative rule
prescribing the procedures for conduct of City business or any local ordinance or administrative
rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster,
including any local ordinance or administrative rule regarding contracting or procurement which
would impede the City's emergency response necessary to cope with this declared disaster, are
hereby suspended, but only for the duration of this declared local disaster and only for that
limited purpose.

SECTION 8. That to the extent this Resolution or any order issued pursuant to this Resolution,
directly conflicts with the Governor’s Executive Order GA-26 or any subsequent applicable
executive order issued by the Governor applicable to municipalities and the Mayor’s authority as
emergency management director under Chapter 418 of the Texas Government Code, Executive
Order GA-26 other applicable executive order issued by the Governor controls and the Mayor
may comport, clarify and amend any such order to be consistent therewith without further action
by the City Commission.

**SECTION 9.** Any person who knowingly or intentionally violates this Resolution or any subsequent order issued pursuant to this Resolution, commits an offense, punishable by a fine up to $1000.00 for each occurrence.

**SECTION 10.** This Resolution shall take effect from and after its date of adoption.

READ, APPROVED AND ADOPTED by the City Commission this the 8th day of June 2020.

CITY OF PAMPA

By: Brad Pingel, Mayor

ATTEST:

Karen L. Price, City Secretary

APPROVED AS TO FORM:

Bryan J. Guymon, City Attorney
June 3, 2020

The Honorable Ruth R. Hughes
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughes:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-26 relating to the expanded opening of Texas in response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

Attachment
EXECUTIVE ORDER

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
June 3, 2020

EXECUTIVE ORDER
GA 26

Relating to the expanded opening of Texas in response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, and GA-23 over the course of April and May 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to Open Texas; and

WHEREAS, as normal business operations resume, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols recommended by DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code,
and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed $1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from DSHS Commissioner Dr. Hellerstedt and other medical advisors, the Governor’s Strike Force to Open Texas, the White House, and the CDC, do hereby order the following on a statewide basis effective immediately:

Every business establishment in Texas shall operate at no more than 50 percent of the total listed occupancy of the establishment; provided, however, that:

1. There is no occupancy limit for the following:
   a. any services listed by the U.S. Department of Homeland Security’s Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 3.1 or any subsequent version;
   b. religious services conducted in churches, congregations, and houses of worship;
   c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;
   d. child-care services;
   e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths; and
   f. recreational sports programs for youths and adults;

2. Except as provided below by paragraph number 5, this 50 percent occupancy limit does not apply to outdoor areas, events, or establishments, except that the following outdoor areas or outdoor venues shall operate at no more than 50 percent of the normal operating limits as determined by the owner:
   a. professional, collegiate, or similar sporting events;
   b. swimming pools;
   c. water parks;
   d. museums and libraries;
   e. zoos, aquariums, natural caverns, and similar facilities; and
   f. rodeos and equestrian events;

3. This 50 percent occupancy limit does not apply to the following establishments that operate with at least six feet of social distancing between work stations:
   a. cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade;
   b. massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and
   c. other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment
and growth services;

4. Amusement parks and carnivals shall operate at no more than 50 percent of the normal operating limits as determined by the owner, except that in counties with more than 1,000 cumulative cases of COVID-19, amusement parks may not begin operating until 12:01 a.m. on June 19, 2020;

5. For any outdoor gathering estimated to be in excess of 500 people, other than those set forth above in paragraph numbers 1, 2, or 4, the county judge or mayor, as appropriate, in consultation with the local public health authority, may impose additional restrictions;

6. For dine-in services by restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, the occupancy limit shall increase at 12:01 a.m. on June 12, 2020, to permit such restaurants to operate at up to 75 percent of the total listed occupancy of the restaurant;

7. For indoor bars and similar indoor establishments that are not restaurants as defined above and that hold a permit from the Texas Alcoholic Beverage Commission, only those customers who are seated may be served;

8. For any business establishment that is subject to a 50 percent “total listed occupancy” limit or “normal operating limit,” and that is in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, the business establishment may operate at up to 75 percent of the total listed occupancy or normal operating limit of the establishment starting 12:01 a.m. on June 12, 2020;

9. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed; and

10. Staff members are not included in determining operating levels, except for manufacturing services and office workers.

Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people should not be in groups larger than ten and should maintain six feet of social distancing from those not in their group. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.

In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining services. Individuals are encouraged to wear appropriate face coverings, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering.

People shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible. Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall avoid visiting.
For the remainder of the 2019-2020 school year, public schools may resume operations for the summer as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards. Notwithstanding anything herein to the contrary, schools may conduct graduation ceremonies consistent with the minimum standard health protocols found in guidance issued by TEA.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-23, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-20, GA-24, or GA-25. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 3rd day of June, 2020.

GREG ABBOTT
Governor

ATTESTED BY

RUTH R. HUGHS
Secretary of State
AGENDA ITEM: 4

ITEM/PROJECT: AGREEMENT WITH TOP OF TEXAS MOTORCYCLE TRAINING, LLC.

MEETING DATE: June 8, 2020

DESCRIPTION: Consider and act on approving an Agreement between the City of Pampa and Top of Texas Motorcycle Training LLC., for use of premises at 12065 E. Frederic, Pampa, Texas, commonly known as Recreation Park for operation of the Motorcycle Safety Foundation Basic Rider Training Courses 1, 2 and 3, and authorize the City Manager to execute said Agreement.

STAFF CONTACT: Dustin Miller, Community Services Director
Shane Stokes, City Manager

FINANCIAL IMPACT: N/A

SOURCE OF FUNDS: N/A

START/COMPLETION SCHEDULE: Agreement will be effective on June 15, 2020.

RECOMMENDED ACTION: Staff recommends Commission approve Agreement for use of Recreation Park by TOT Motorcycle Training, LLC for Motorcycle Safety Training Courses 1, 2, and 3 and authorize City Manager to execute said Agreement.

BACKGROUND/ADDITIONAL INFORMATION: Copy of Agreement attached with Redlined version.
Lease

Basic Terms

Date: June 15, 2019

Landlord: City of Pampa, a home-rule municipality

Landlord's Address:

City of Pampa
P.O. Box 2499
Pampa, TX 79066-2499

Tenant: Top of Texas Motorcycle Training, LLC

Tenant's Address:

Top of Texas Motorcycle Training, LLC
14167 County Road C1/2
Miami, TX 79059

Premises

Parking Lot at 12065 E. Frederic, Pampa, Gray County, Texas commonly known as the “Recreation Park”

Term (months): 24

Commencement Date: June 15, 2019

Termination Date: June 14, 2022

Rent: There shall be no monetary rent payable. Tenant, in lieu of rent, at Tenant’s expense, agrees to

1. Accept the premises in “as is” condition.
2. Maintain the Premises in good condition, reimbursing Landlord for all necessary maintenance and repairs.
3. Use the premises solely to operate the Motorcycle Safety Foundation (MSF) Basic Rider Training Course, the Basic Rider Course 2, and the Basic Rider Course 3-Wheel.
4. Clean up the Premises during and after operation and use.
5. Make no alterations to the Premises without the written consent of Landlord.
6. Comply with all ordinances, rules and regulations of the City of Pampa and its Departments.

7. Place no signs on the Premises without the written consent of Landlord.

8. **Permitted Use:** Operation of the Motorcycle Safety Foundation (MSF) Basic Rider Training Course, the Basic Rider Course 2, and the Basic Rider Course 3-Wheel *(the “Courses”).*

**Definitions**

"Injury" means (a) harm to or impairment or loss of property or its use, or (b) harm to or death of a person.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

**Clauses and Covenants**

A. **Tenant agrees to** -

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Vacate the Premises on the last day of the Term.

5. Allow only their personnel and participants in the *Basic Rider Training Courses* to enter upon and use the Premises.

6. Obtain from each participant in the *Basic Rider Training Courses* a Release Agreement in the form attached hereto before allowing them to enter upon and use the Premises.

7. **INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS OCCURRING ON ANY PORTION OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS**
PARAGRAPH (a) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (b) WILL SURVIVE THE END OF THE TERM, AND (c) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

B. Tenant agrees not to -

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Alter the Premises without written consent of Landlord.
5. Allow a lien to be placed on the Premises.
6. Assign this lease or sublease any portion of the Premises without Landlord's written consent.
7. Possess, consume or allow possession or consumption of alcoholic beverages, as that term is defined in the City of Pampa Code of Ordinances, on the Premises.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

D. Landlord agrees not to -

1. Interferes with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice.
2. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default
are to sue for damages and terminate this lease.

3. **Default by Tenant/Events.** Defaults by Tenant are failing to comply within ten days after written notice with any provision of this lease.

4. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages.

5. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

6. **Alternative Dispute Resolution.** Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

7. **Attorney's Fees.** If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

8. **Venue.** Exclusive venue is in the county in which the Premises are located.

9. **Entire Agreement.** This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

10. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

11. **Limitation of Warranties.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

12. **Notices.** Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

13. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the term.
USER AGREEMENT, WAIVER AND RELEASE

TO: CITY OF PAMPA, TEXAS

I am requesting that the City of Pampa allow me to operate my motorcycle as part of a training exercise program upon the surface of a public parking lot owned by the City.

I have inspected the parking lot and find it to be in good condition and sufficient for my use in the above program. I agree to operate my motorcycle in a safe manner and recognize that, whether operated...
safely or not, motorcycles are nevertheless dangerous and there are risks associated with their operation and risks of significant injury to myself or others, including potential permanent injury, illness or even death. If I observe any unusual or significant hazards during my participation, I will immediately leave the area and contact the City of Pampa. I represent that I am physically able to perform the above functions. I and do not

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE CITY OF PAMPA, OR OTHERS, AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE MOTORCYCLE TRAINING EXERCISE PROGRAM.

I, FOR MYSELF AND FOR MY HEIRS, SUCCESSORS AND PERSONAL REPRESENTATIVES, HEREBY RELEASE AND HOLD HARMLESS, JOINTLY AND SEVERALLY, THE CITY OF PAMPA, THEIR RESPECTIVE OFFICERS, OFFICIALS, EMPLOYEES, CONTRACTORS AND AGENTS (HEREAFTER COLLECTIVELY REFERRED TO AS “RELEASEES”) FOR ANY AND ALL INJURIES, DISABILITY, DEATH, OR LOSS OR DAMAGE TO MY PERSON AND PROPERTY WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, ARISING OUT OF MY PARTICIPATION IN THE PROGRAM.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND MEANING AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN THIS WAIVER AND RELEASE WILLINGLY AND WITHOUT ANY INDUCEMENT.

I certify that I am eighteen (18) years of age or older or that my parent or court-appointed guardian has full knowledge of my participation in this program and has given me permission to participate as evidenced by his or her signature below, and that I have a valid driver license or valid temporary driver permit.

SIGNED THIS _____ DAY OF _______________________, 20__.

__________________________________          ___________________________________
Participant      Witness

__________________________________       ___________________________________
Printed Name      Printed Name
Lease

Basic Terms

Date: June 15, 2020

Landlord: City of Pampa, a home-rule municipality

Landlord's Address:
City of Pampa
P.O. Box 2499
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Tenant: Top of Texas Motorcycle Training, LLC

Tenant's Address:
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Miami, TX 79059

Premises
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6. Comply with all ordinances, rules and regulations of the City of Pampa and its Departments.
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3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Vacate the Premises on the last day of the Term.

5. Allow only their personnel and participants in the Courses to enter upon and use the premises.

6. Obtain from each participant in the Courses a Release Agreement in the form attached hereto before allowing them to enter upon and use the Premises.

7. **INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS OCCURRING ON ANY PORTION OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (b) WILL SURVIVE THE END OF THE TERM, AND (c) WILL APPLY EVEN IF AN INJURY IS CAUSED IN**
WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.

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2. Create a nuisance.

3. Permit any waste.

4. Alter the Premises without written consent of Landlord.

5. Allow a lien to be placed on the Premises.

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2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice.

2. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and terminate this lease.

3. Default by Tenant/Events. Defaults by Tenant are failing to comply within ten days after written notice with any provision of this lease.

4. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default
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5. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

6. **Alternative Dispute Resolution.** Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

7. **Attorney's Fees.** If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

8. **Venue.** Exclusive venue is in the county in which the Premises are located.

9. **Entire Agreement.** This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

10. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

11. **Limitation of Warranties.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

12. **Notices.** Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

13. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the term.

City of Pampa, a home-rule municipality   Top of Texas Motorcycle Training, LLC
By: ________________________________  By: _______________________________
    Shane Stokes, City Manager                                      Logan Hudson, Managing Member

ATTEST:

________________________________________
Karen L. Price, City Secretary

APPROVED AS TO FORM

________________________________________
Bryan J. Guymon, City Attorney
USER AGREEMENT, WAIVER AND RELEASE

TO: CITY OF PAMPA, TEXAS

I am requesting that the City of Pampa allow me to operate my motorcycle as part of a training exercise program upon the surface of a public parking lot owned by the City.

I have inspected the parking lot and find it to be in good condition and sufficient for my use in the above program. I agree to operate my motorcycle in a safe manner and recognize that, whether operated safely or not, motorcycles are nevertheless dangerous and there are risks associated with their operation and risks of significant injury to myself or others, including potential permanent injury, illness or even death. If I observe any unusual or significant hazards during my participation, I will immediately leave the area and contact the City of Pampa. I represent that I am physically able to perform the above functions.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE CITY OF PAMPA, OR OTHERS, AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE MOTORCYCLE TRAINING EXERCISE PROGRAM.

I, FOR MYSELF AND FOR MY HEIRS, SUCCESSORS AND PERSONAL REPRESENTATIVES, HEREBY RELEASE AND HOLD HARMLESS, JOINTLY AND SEVERALLY, THE CITY OF PAMPA, THEIR RESPECTIVE OFFICERS, OFFICIALS, EMPLOYEES, CONTRACTORS AND AGENTS (HEREAFTER COLLECTIVELY REFERRED TO AS “RELEASEES”) FOR ANY AND ALL INJURIES, DISABILITY, DEATH, OR LOSS OR DAMAGE TO MY PERSON AND PROPERTY WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, ARISING OUT OF MY PARTICIPATION IN THE PROGRAM.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND MEANING AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN THIS WAIVER AND RELEASE WILLINGLY AND WITHOUT ANY INDUCEMENT.

I certify that I am eighteen (18) years of age or older or that my parent or court-appointed guardian has full knowledge of my participation in this program and has given me permission to participate as evidenced by his or her signature below, and that I have a valid driver license or valid temporary driver permit.
SIGNED THIS _____ DAY OF ______________________, 20___.

__________________________________          ___________________________________
Participant      Witness

__________________________________       ___________________________________
Printed Name      Printed Name

__________________________________          ___________________________________
Parent/Guardian     Witness

__________________________________       ___________________________________
Printed Name      Printed Name
AGENDA ITEM: 5

ITEM/PROJECT: DELINQUENT TAX PROPERTY BID

MEETING DATE: June 8, 2020

DESCRIPTION: Consider and act on awarding a bid to Rogelio Villerreal in the amount of $300.00 for delinquent tax property located at Lot 8, Block 8, Southside Addition, commonly known as 305 S. Gray.

STAFF CONTACT: Bob Griffin, Building Official
Gary Turley, Director Public Works

FINANCIAL IMPACT: N/A

SOURCE OF FUNDS: N/A

START/COMPLETION SCHEDULE: Bid must be approved by the City, Gray County and Pampa ISD before the deed is issued to the bidder.

RECOMMENDED ACTION: Staff recommends Commission award bid as presented from Gray County Tax Office.

BACKGROUND/ADDITIONAL INFORMATION: Copy of Gray County Tax Property Bid sheet attached.
June 2, 2020

City of Pampa
Attn: Karen Price
P.O. BOX 2499
Pampa, Texas 79066-2499

Dear Ms. Price:

On behalf of Gray County, City of Pampa and the Pampa Independent School District, our office has received a bid for the following tax properties described below:

Property Address: 305 S Gray
Legal Description: Lot 8 Blk 8 Southside
Taxes Due: 717
Appraisal Value: 6,500
Name of Bidder: Rogelio Villarreal
Amount of Bid: 300.00

Please notify us in writing of the acceptance of the above bids. The letter can be mailed to the above address or e-mailed to garnet.faires@graych.com. We will await action by all of the participating entities before proceeding with the sale of this property. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Garnet Faires, Deputy
cc: City of Pampa; Robert Griffin