Regular Meeting of the:

Pampa City Commission
May 9, 2022
4:00 p.m.

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

Lance DeFever, Mayor
Paul Searl, Commission Ward 1
Brian Doughty, Commissioner Ward 2
Jimmy Keough, Commissioner Ward 3
Bryan Fisher, Commissioner Ward 4
Shane Stokes, City Manager
Barbara Stucker, City Secretary
Bryan J. Guymon, City Attorney

Notice is hereby given of a REGULAR MEETING of the City Commission of the City of Pampa, Texas to be held on MONDAY, MAY 9, 2022, AT 4:00 P.M., CITY HALL - CITY COMMISSION CHAMBER, 3rd FLOOR, 201 W. KINGSMILL, PAMPA, TEXAS, for the purpose of considering the following agenda items.

All agenda items are subject to action. The City Commission reserves the right to adjourn into Executive Session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

City Commission meetings are broadcast on YouTube. YouTube does provide closed captioning on the recorded video; it is not provided in real time. Live stream our meetings on www.cityofpampa.org, by clicking the Live Stream Channel link.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE TO TEXAS FLAG

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.

DISCUSSION ITEMS:

• Downtown Revitalization Project

AUTHORIZATIONS BY CITY COMMISSION:

1. Consider approving the minutes of the April 25, 2022, Regular Commission Meeting.
2. Excuse of the absence of Commissioner Fisher and Commissioner Searl from the April 25, 2022, Regular Commission Meeting.

3. Consider approval of the Amendment to Interlocal Cooperation Agreement for the Provision of Ambulance Services with Gray County and Hemphill County Hospital District for EMS services and authorizing the City Manager to execute Amendment.

4. Consider authorizing the City Manager to enter into a two (2) year Lease Agreement with Top of Texas Motorcycle Training, LLC for use of the Parking Lot located at 12065 E. Frederic, commonly known as Recreation Park.

ADJOURN

CERTIFICATION
I Certify that the above Agenda was posted on the officially designated bulletin board of City Hall, facing Frost Street, a place convenient and readily accessible to the public at all times and said Agenda was posted on FRIDAY, MAY 6, 2022, BEFORE 4:00 P.M. and remained so posted continuously for 72 hours proceeding the scheduled time of said meeting.

______ Barbara Stucker, City Secretary

ACCESSIBILITY 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 Barbara Stucker, City Secretary, at (806) 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, TX, City Hall on the following date and time:

Date: ___________________________ Time: ___________________

By: ________________________________________________
DISCUSSION ITEM:

ITEM/PROJECT: DOWNTOWN REVITALIZATION PROJECT

MEETING DATE: May 9, 2022

STAFF CONTACT: Dustin Miller, Community Services Director
<table>
<thead>
<tr>
<th>ITEM/PROJECT:</th>
<th>MINUTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEETING DATE:</td>
<td>May 9, 2022</td>
</tr>
<tr>
<td>DESCRIPTION:</td>
<td>Consider approving the minutes of the April 25, 2022, Regular Commission Meeting.</td>
</tr>
<tr>
<td>STAFF CONTACT:</td>
<td>Barbara Stucker, City Secretary</td>
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<tr>
<td>FINANCIAL IMPACT:</td>
<td>N/A</td>
</tr>
<tr>
<td>SOURCE OF FUNDS:</td>
<td>N/A</td>
</tr>
<tr>
<td>START/COMPLETION SCHEDULE:</td>
<td>Minutes take effect after Commission approves.</td>
</tr>
<tr>
<td>RECOMMENDED ACTION:</td>
<td>Staff recommends Commission approve the minutes of the April 25, 2022, Regular Commission Meeting as presented.</td>
</tr>
<tr>
<td>RECOMMENDED MOTION</td>
<td>I make a motion to approve the minutes of the April 25, 2022, Regular Commission Meeting as presented.</td>
</tr>
<tr>
<td>BACKGROUND/ADDITIONAL INFORMATION:</td>
<td>Copy of Minutes of the April 25, 2022, meeting attached.</td>
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</table>
CALL TO ORDER: Mayor Lance DeFever at 4:00 p.m.

PRESENT: Lance DeFever Mayor
Brian Doughty Commissioner
Jimmy Keough Commissioner

ABSENT: Bryan Fisher Commissioner
Paul Searl Commissioner

STAFF: Shane Stokes City Manager
Bryan Guymon City Attorney
Barbara Stucker City Secretary
Theresa Daniels Finance Director
Lance Richburg Chief of Police
Gary Turley Director of Public Works
Dustin Miller Community Services Director
Kasey Presson Fire Chief
Jason Roberts Fire Marshal
Kenneth Hopson Assistant Police Chief
Brian Massey Lieutenant
Cary Rushing Building Official

MEDIA: John Lee Pampa News

VISITORS: Byron Williamson Dale Garner
Peggy C. Miller Kole Glover
Clay Rice

INVOCATION: Byron Williamson, Commission Chaplain

PUBLIC COMMENTS: None

AUTHORIZATIONS BY CITY COMMISSION:

22-039

1. Consider approving the minutes of the April 11, 2022, Regular Commission Meeting as presented.

A motion was made by Commissioner Keough and seconded by Commissioner Doughty to approve the minutes of the April 11, 2022, Regular Commission Meeting as presented. With each Commission Member voting AYE, the motion carried.

22-040

2. Consider adopting on second and final reading Ordinance No. 1764, an Ordinance by the City Commission amending revenues and appropriations for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

ORDINANCE NO. 1764

AN ORDINANCE AMENDING THE REVENUES AND APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF PAMPA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 ENDING SEPTEMBER 30, 2022. THIS AMENDMENT PROVIDES FOR AN INCREASE IN REVENUE FROM GRANTS, DONATIONS, AUCTION PROCEEDS, SALE OF PROPERTY, DENTAL BENEFIT TRUST AND FOR AN INCREASE IN APPROPRIATIONS FOR IMPROVEMENTS, CELEBRATION OF LIGHTS, DENTAL BENEFIT EXPENSES PREVIOUSLY UNBUDGETED, EXPENDITURE OF GRANT AND DONATION PROCEEDS, AND 2020 BOND PAYMENTS PREVIOUSLY UNBUDGETED.
A motion was made by Commissioner Doughty and seconded by Commissioner Keough to adopt on second and final reading Ordinance No. 1764 as read, amending the City of Pampa’s 2021-2022 fiscal year operating budget. With each Commission Member voting AYE, the motion carried.

22-041

3. Consider approving the list of Disbursements dated March 2022 with total disbursements being $1,877,447.35 and the amount after balance sheet and income accounts being $85,892.39.

A motion was made by Commissioner Keough and seconded by Commissioner Doughty to approve the List of Disbursements dated March 2022 with total disbursements being $1,877,447.35 and the amount after balance sheet being $85,892.39. With each Commission Member voting AYE, the motion carried.

22-042

4. Consider adopting Resolution No. R22-008, a Resolution by the City Commission authorizing the submission of an application to the Texas Division of Emergency Management for funds from the Hazard Mitigation Grants Program to install generators to support continuous operation of the City’s water and wastewater facilities and designating the City Manager to serve as the City’s authorized representative in all matters pertaining to the Grant Program.

RESOLUTION NO. R22-008

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR FUNDS FROM THE HAZARD MITIGATION GRANTS PROGRAM (HMGP) TO INSTALL GENERATORS TO SUPPORT CONTINUOUS OPERATION OF THE CITY’S WATER AND WASTEWATER FACILITIES AND DESIGNATING THE CITY MANAGER TO SERVE AS THE CITY’S AUTHORIZED REPRESENTATIVE IN ALL MATTER PERTAINING TO THE GRANT PROGRAM.

A motion was made by Commissioner Doughty and seconded by Commissioner Keough to adopt Resolution No. R22-008, authorizing the submission to the Texas Division of Emergency Management for funds from the Hazard Mitigation Grants Program to install generators to support continuous operation of the City’s water and wastewater facilities and designating the City Manager to serve as the City’s authorized representative in all matters pertaining to the Grant Program. With each Commission Member voting AYE, the motion carried.

22-043

5. Consider entering into a Professional Services Agreement with Parkhill for Engineering and Surveyor services for sidewalk reconstruction and accessibility improvements in connection with the 2019/2020 TxCDBG Community Development Program – Pampa Downtown Revitalization.

A motion was made by Commissioner Keough and seconded by Commissioner Doughty to approve the Professional Services Agreement with Parkhill for Engineering and Surveyor services for sidewalk reconstruction and accessibility improvements in connection with the 2019/2020 TxCDBG Community Development Program – Pampa Downtown Revitalization. With each Commission Member voting AYE, the motion carried.

ADJOURNED:

There being no further business on the agenda, the meeting was adjourned at 4:09 p.m. by Mayor Lance DeFever.

Barbara Stucker, City Secretary                      Lance DeFever, Mayor
AGENDA ITEM: 2

ITEM/PROJECT: COMMISSION ABSENCE

MEETING DATE: May 9, 2022

DESCRIPTION: Excuse the absence of Commissioner Fisher and Commissioner Searl from the April 25, 2022, Regular Commission Meeting.

STAFF CONTACT: Commission Members

RECOMMENDED MOTION: I make a motion to excuse the absence of Commissioner Fisher and Commissioner Searl from the April 25, 2022, Regular Commission Meeting.
AGENDA ITEM: 3

ITEM/PROJECT: EMS SERVICES AGREEMENT

MEETING DATE: May 9, 2022

DESCRIPTION: Consider approval of the Amendment to Interlocal Cooperation Agreement for the Provision of Ambulance Services with Gray County and Hemphill County Hospital District for EMS services and authorizing the City Manager to execute Amendment.

STAFF CONTACT: Shane Stokes, City Manager

FINANCIAL IMPACT: $50,000.00

SOURCE OF FUNDS: General Operating Fund

START/COMPLETION SCHEDULE: Amendment will be effective after Commission approves.

RECOMMENDED ACTION: Staff recommends the Commission approve the Amendment to the Interlocal Agreement, as presented.

RECOMMENDED MOTION: I make a motion to approve the Amendment to the Interlocal Agreement for EMS Services, as presented.

BACKGROUND/ADDITIONAL INFORMATION: Copy of Amendment to Interlocal Agreement attached.
AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
FOR THE PROVISION OF AMBULANCE SERVICES

This Amendment to Interlocal Cooperation Agreement for the Provision of Ambulance Services pursuant to TEXAS GOVERNMENT CODE § 791.001 et seq. (the “Amendment”), is entered into effective on the 9th day of May, 2022, by and among Gray County, Texas (“County”), City of Pampa, Texas, a home-rule municipality (“City”) and Hemphill County Hospital District (“District”).

WITNESSETH:

WHEREAS, County, City and District previously entered into that certain Interlocal Cooperation Agreement for the Provision of Ambulance Services (the “Agreement”) pursuant to TEXAS GOVERNMENT CODE § 791.001 et seq. under which District agreed to serve as the sole and primary pre-hospital emergency and non-emergency ambulance and related services provider to the entirety of Gray County, Texas (“Service Area”); and

WHEREAS, the parties desire to amend the Agreement

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, and intending to be legally bound, the parties agree as follows:

1. Section 2.1 shall be revised as follows:

   2.1 Term. The Agreement shall be renewed as of the Amendment Date and end on September 30, 2025 (the “Term” or “Renewal Term”), unless earlier terminated under Article IX of this Agreement.

2. A new Section 4.6 shall be added as follows:

   4.6 In consideration for the continued performance of the Services by District and District’s purchase of additional equipment and a new ambulance to be utilized within the Service Area, County and City shall each pay District one-time payment of Fifty Thousand and 00/100 Dollars ($50,000.00) (“Additional Fee”) payable within thirty (30) days of invoice. The equipment and ambulance shall be utilized for increased volume due to the COVID-19 public health emergency, longer transfers due to the COVID-19 public health emergency, and serve as a reserve for any future pandemics and/or natural disasters. The District will be responsible for all other fees and charges related to the additional equipment and ambulance.

3. Other than as amended by this Amendment, all terms and provisions of the Agreement will remain in full force and effect.

4. All capitalized terms not defined in this Amendment shall have the meaning ascribed to them in the Agreement.

5. The effective date of this Amendment is the date of execution of this Amendment by all parties (the “Amendment Date”).

[Remainder of Page Left Blank]
IN WITNESS WHEREOF, the parties have hereunto set their hand as of the Amendment Date.

**COUNTY:**
GRAY COUNTY, TEXAS

By: _____________________________  
Chris Porter, Gray County Judge

**DISTRICT:**
HEMPHILL COUNTY HOSPITAL DISTRICT

By: _____________________________  
Christy Francis, CEO

**CITY:**
CITY OF PAMPA, TEXAS

By: _____________________________  
Shane Stokes, City Manager
AGENDA ITEM: 4

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

MEETING DATE: May 9, 2022

DESCRIPTION: Consider authorizing the City Manager to enter into a two (2) year Lease Agreement with Top of Texas Motorcycle Training, LLC for use of Parking Lot located at 12065 E. Frederic, commonly known as Recreation Park.

STAFF CONTACT: Dustin Miller, Community Services Director
Logan Hudson, Top of Texas Motorcycle Training

FINANCIAL IMPACT: N/A

SOURCE OF FUNDS: N/A

START/COMPLETION SCHEDULE: Lease commences on June 15, 2022

RECOMMENDED ACTION: Staff recommends Commission approve the Lease Agreement with Top of Texas Motorcycle Training

RECOMMENDED MOTION: I make a motion to authorize the City Manager to enter into a Lease Agreement with Top of Texas Motorcycle Training, as presented.

BACKGROUND/ADDITIONAL INFORMATION: Copy of Lease Agreement Attached.
Lease

Basic Terms

Date: May 9, 2022

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, 2022

Termination Date: June 14, 2024

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.

**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 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.

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. Interfere 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.
City of Pampa, a home-rule municipality

By: ________________________________  By: _____________________________
  Shane Stokes, City Manager  Logan Hudson, Managing Member

ATTEST:

_______________________________
Barbara Stucker, 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